Mayor Council
No. 31

M

MAYOR COURT PLEDING

GI No: 12026

Vol: No 31

MAYOR COURT PLEADINGS

Gilt No. 1202 B Volume No. 31

Smith & Richards vs. Simonds

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I

To the Honble the Mayor
Court at Madraspatnam

The Petition of Henry DuPuy

Humbly

Sheweth

That your Petitioner having Shared frequent Enemies to employ a Sworn and Duteh Interpreter in the Court and having been often applied to act in those Capacities as well in Dutch as [illegible] Solicitor to the Court, and flattering himself he is equally to serve the Court in those Offices, he begs leave to offer himself as their Sworn and Dutch Interpreter, with such Salary as to them shall seem Meet promising to discharge the Office of the Interpreter

And your Petitioner as in Duty Bound

Shall Ever Pray

H. DuPuy

Feb. 30th 1775

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this

Your Orator Duly and Particularly Interrogated and that he may
Be Permitted to Pay unto Your Orator the aforesaid Sum of One Thousand
Pounds and Twenty Six Pounds with all such Interest as now is
Due and Owing for the Same as also all Cost of this Suit.

May it Please the Worlle Court to Cause the
Said Thomas to be Summoned and Required by the Sheriff of
St George Town of Madras patnam and the District thereof Personally
to be and appear before the Worlle Court at such time and Place
As by the Worlle Court Shall be Limited and Appointed Then and There to
Answer Your Orators Bill of Complaint and Further Intend to and Abide
by and Obey Such Order as the Worlle Court Shall Direct
and Award

John Sykes
Atty for the Complt

Mayors Court at
Madras patnam

Tuesday the 16th day of June
Anno Domini 1778

Present
John Irving Esquire Mayor
Reynold Adams George Smith
Andrew Majendie James Call
Peter Pouler D Eyles Fraser

of Court the Said and which your Orator prays may be allowed
Do as part of this his Bill of Complaint and your Orator further
Shews unto this Honble Court that he hath frequently and in
an Amicable Manner Requested Payment from the Said Wilson
of the Sum of Fifty three Pounds Ten Shillings
But now so it is may it Please this Honble
Court the Said Wilson Obstinately and Wilfully refuses to pay
the same or to give your Orator any manner of Satisfaction for
ing the Premises Under Colour of Some Unjust Pretence
Edition whereas your Orator therefore prays a Proces
Subpoena to the Said Wilson to be and appear Personally
Court on the Rules of this Court then and there to
Oath whether or not he the Said Wilson did not
Sum of Fifty three Pounds Ten Shillings
Bill of Complaint and Further to do and receive
Court shall seem meet and your Orator shall ever
Pray &c

To the Honble the Judges
Court of Chancery
Humbly Complaining Sheweth unto your Honours
Richd Wilson late of the City of Dublin
Defendant
That your Orator is a Subject of Great Britain
Dublin and that the Said Defendant
Dublin and that the Said Defendant
Dublin and that the Said Defendant

Mayors Court Tuesday the 16th of January

Anno Domini 1776

Present

Silvanus Twining Esquire Mayor

Reynold Adams George Smith

Andrew Majendie James Call

George Pindar 2d Eyles Irwin

Aldermen

Between [illegible]

Plaintiff

and [illegible]

Defendant

It Appearing by the Records of this Court

upon the Motion this day made by the Attorney of the Plaintiff

and the Motion of the Plaintiff that the Defendant

Pay unto the Plaintiff the Sum of Fifty Pounds and Three

the said Sum of Fifty Pounds and Three

Together with all

Dr. Archibald Robertson

1775 To Cash Paid Sheriff [illegible]

To Cash Paid Clerk [illegible]

To Cash Paid Do for Subpoena [illegible]

To Cash Paid Do for Copy [illegible]

Total Paid [illegible]

Errors Excepted

Port St. George 1st May 1775

(12)

Feb 15th 1798

The Plea of the said Defendant

This Defendant by Protestation that he doth not acknowledge the Jurisdiction of this Honble Court of Chancery in the matter of the Bill of Complaint, for Plea thereunto or to the whole Bill of Complaint of the said Matthew Dickey and Elizabeth his wife, and Answer thereto or to so much thereof as he is advised is material for him to make Answer unto, he this Defendant relying on the Benefit of the Rules of this Honble Court for the Regulating the Practice thereof, and the Orders made in pursuance of the said Rules, doth plead in Bar to the whole Bill of Complaint, and for Plea thereto or to so much thereof as aforesaid, he this Defendant saith that the said Matthew Dickey and Elizabeth his wife ought not to have or maintain their aforesaid Bill of Complaint against him this Defendant because he saith that the said Matthew Dickey and Elizabeth his wife heretofore, to wit, on the fifteenth day of November in the year of our Lord one thousand seven hundred and ninety five, at the County aforesaid, by their Bill of Complaint exhibited in this Honble Court, did exhibit their Bill of Complaint against this Defendant, and thereby set forth that [illegible] and that the said Matthew Dickey and Elizabeth his wife, by their said Bill of Complaint, did pray the Benefit of this Honble Court, and that this Defendant might be compelled to make a full and perfect Discovery of the Premises, and to Answer the Interrogatories in the said Bill of Complaint mentioned, as by the said Bill of Complaint, reference being thereunto had, will more fully appear. And this Defendant further saith that the said Matthew Dickey and Elizabeth his wife, by their said Bill of Complaint, did pray that this Defendant might be compelled to make a full and perfect Discovery of the Premises, and to Answer the Interrogatories in the said Bill of Complaint mentioned, as by the said Bill of Complaint, reference being thereunto had, will more fully appear. And this Defendant further saith that the said Matthew Dickey and Elizabeth his wife, by their said Bill of Complaint, did pray that this Defendant might be compelled to make a full and perfect Discovery of the Premises, and to Answer the Interrogatories in the said Bill of Complaint mentioned, as by the said Bill of Complaint, reference being thereunto had, will more fully appear.

Sworn before me the 15th Nov 1798
Before me Geo. Mowbray
Master

(13)

10

Filed 8th May 1750

To the Right Honble the Master Keepers
Court of Chancery

Humbly Complaining Sheweth unto this
Honble Court your Orator Edward Hall of the
Parish of Saint Andrew in the County of Surry Esqr
That Thomas Hall late of the Parish of Saint Andrew
aforesaid Esqr Deceased in his Life time and at the
Time of his Death was Seized in his Demesne as of
Fee of and in a Messuage or Tenement and Lands
thereunto belonging Situate lying and being in the
Parish of Saint Andrew aforesaid in the County of
Surry aforesaid and being so Seized thereof he the
said Thomas Hall by his last Will and Testament
in Writing duly executed and Attested to pass Estates
in Lands Tenements and Hereditaments bearing Date
on or about the Twenty third Day of December in the
Year of our Lord One Thousand Seven Hundred and
Forty Two did Devise the said Messuage or Tenement
and Lands with the Appurtenances unto your Orator
and his Heirs for ever as by the said Will and Testament
(Relation being thereunto had) may more fully and
at large appear And your Orator further Sheweth
unto this Honble Court that the said Thomas Hall
departed this Life in or about the Month of January
in the Year of our Lord One Thousand Seven Hundred
and Forty Two without Revoking or Altering his said
Will and Testament and your Orator hath ever since
been and still is Seized of the said Messuage or Tenement
and Lands with the Appurtenances in his Demesne as
of Fee and Right by Virtue of the said Devise

Your Orator further Sheweth unto this Honble Court
that the said Thomas Hall at the Time of his Death
was Possessed of a Personal Estate to a very Considerable
Value and by his said Will and Testament did Bequeath
the same unto Dafney Venable Roman Widow and
Relict of Thomas Roman late of the Parish of Saint
Andrew aforesaid Deceased and did Nominate and
Appoint the said Dafney Venable Roman Executrix
of his said Will and Testament as by the said Will
and Testament (Relation being thereunto had) may
more fully and at large appear And your Orator
further Sheweth unto this Honble Court that the
said Dafney Venable Roman hath since the Death
of the said Thomas Hall duly Proved the said Will
and Testament in the Prerogative Court of Canterbury
and hath Possessed herself of the said Personal Estate
of the said Thomas Hall and hath Paid and Satisfied
all his Debts and Funeral Expences and hath Assented
to the said Devise to your Orator of the said Messuage
or Tenement and Lands with the Appurtenances
and hath Delivered the Possession thereof to your
Orator and your Orator hath ever since been and
still is Seized thereof in his Demesne as of Fee and
Right by Virtue of the said Devise

But now so it is may it please this Honble
Court the said Dafney Venable Roman Obstinately and
Wilfully Refuses to pay your Orator any Money or
Assurance to pay the same or to give your Orator any Manner of
Satisfaction touching the premises your Orator therefore Prays
Especial Relief and Discovery as this Honble Court shall see Cause
and Equity and good Conscience So the Ends therefore that
the said Dafney Venable Roman may upon her Corporal Oath
to her full true Direct and perfect Answer make to all and singular
the matters aforesaid as fully truly and Effectually to all Intents and Purposes as if
the same were hereupon Repeated and Particularly Interrogated
and that she may be Decreed to Pay unto your Orator the
said Sum of One Hundred Pounds together with Interest
at the Rate of Six Pounds per Centum per Annum from the
Date of this Suit

May it Please the Honble Court to Grant unto the
Dafney Venable Roman the Subpoena to be Directed and Issued out of
Court of Chancery to be Directed to the Right Honble
Lord Viscount Torrington and the Rest of the Lords
Commissioners for Executing the Office of Lord High
Chancellor of Great Britain commanding her thereby
personally to be and appear before the Honble

(16)

(17)

Mayor Court Pleadings

State [illegible] (State) vs. [illegible]

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I

To the Right Worshipful the Mayor
Court at Madraspatnam

The Petition of Murray DuPuy

Murrells

Most grave Petitioner having Served Apprenticeship
to myself & Said Deed Indented with the Consent of Murray
Dupuy his Father & Mother Executors as will in Said
Deed Relation to the Said Deed plainly Manifest &
appears & there the Said Petitioner Office to Expedite & Effect
himself as Most Assured Said Petitioner with Said
Salary as to them shall seem Meet promising to discharge the
Appointment of his Said Indenture

And your Petitioner as in Duty Bound
Shall Ever Pray
M. DuPuy

Fort St. 31st Oct. 1798

To the Worshipful the Mayors
Court at Madraspatnam

Humbly Complaineth Murrells with the
Rest of your Petitioners Indented Clerk of Fort St. George
Merchant by the Attorney William Clift of the same Place
Merchant That Murrells Runaway from Petitioners Service

Mayor's Court at
Madras Patnam

Tuesday 14th of January
Anno Domino 1777

Present

John Irving Esquire. Mayor

Reginald Adams
Andrew Majendie
George Proctor
George Stratton
James Call
Cyrus Stevens
Aldermen

Between Andrew Reid
Att of Fort St George Merchant

(5)

170

Augusti Curiæ

Tuesday the 16th January

Anno Domini 1776

Present

The Hon. Sitting Chief Justice Major

Reginald Adams George Smith

Andrew Mapendo James Call

George Pindar Dyles Irwin

Esquires

Between Plaintiff

Lieut. George Marchant Gentn.

and Defendant

Edward Defendant

It Appearing by the Records of this Court that
upon of the Writ to him Issued by the Magistrates Court of
Upper Town the 16th Day of September last upon the
Oath of the Plaintiff that the Defendant Lieut. not paid any upon
a Bill of Exchange the Complainant Bill, This Court doth
order and Decree that the Defendant shall pay unto the Complainant
the Sum of Fifty three Pounds Nineteen
Shillings and Six Pence Sterling with all Incidental Charges
Cost of Suit Together with all Interest as now is due
Said Complainant Duckham Mentell full Payment of
the Debt and all Costs of this Suit

H Ch

(11)

Save only & Except the Rest part of the Lt Rolls of Complaint &
whereof the Said Petitioner Craveth Oyer & the Said Court there
& Said Respondt Doth in no Wise Make Manner Appear &
of the Said Sum of One Hundred Pounds &
Defray Costs &c

But the Said Defendt Costs Humbly & Respectfully
Confesses to Pay the Same with your Petitioner any Manner of
Satisfaction & Touching the Premises your Said Respondt
Ground & Defends with the Rolls Said Rolls of
the Said Court & Humbly Demands Judgment
Whether he Ought to Answer Any More to the Said Complaint
& Prays to be Dismissed with his Reasonable Costs &c

Defendt Costs

But Nevertheless

(V/

(9)

Mayors Court at
Madras Patamaire

Tuesday the 23d day of January
Anno Domini 1776

Present

John Turing Esquire Mayor
Reynold Adams George Smith &
Chas Edw Jones Aldermen

Between William Hornby of the
Island Madras Merchant Plt
Defendant Thomas Hornby of the same
place Merchant Defendant

The Defendant being in Court and Affidavit being
made of the Service of a Writ of Summons

Upon reading of Petition praying the Direction of this Court touching the Division of the Estate of Edward Pratt late of Boston Mariner deceased and the Petitioners Interest therein and it appearing to this Court that Edward Pratt the Father of the Petitioner died Seized of a Real Estate in Boston and that the Petitioner is the Eldest Son and Heir at Law of the said Edward Pratt deceased and that Mary Pratt the Widow of the said Edward Pratt deceased is still living and unmarried and that the Petitioner has a Brother named Edward Pratt and a Sister named Mary Pratt and that the said Edward Pratt the Brother is of full age and the said Mary Pratt the Sister is under the age of twenty one years and that the said Edward Pratt deceased died Seized of a Real Estate in Boston aforesaid and that the Petitioner has a Right to have the same divided among the Heirs at Law of the said Edward Pratt deceased and that the Petitioner cannot have the same divided without the Order and Decree of this Court

It is Ordered by this Court that the Petitioner cause a Copy of this Order to be published in the Boston Gazette three Weeks successively that all Persons interested may have Notice thereof that they may appear before this Court to be holden at Boston within and for the County of Suffolk on the first Tuesday of December next at ten of the Clock in the Forenoon and shew cause if any they have why the Prayer of the Petitioner should not be granted and that the Petitioner cause a Copy of this Order to be served on the said Edward Pratt the Brother and Mary Pratt the Sister personally at least fourteen Days before the said Court of Probate to be holden at Boston aforesaid and that the Petitioner cause Return to be made of this Order and Service thereof at the said Court of Probate

Dan.l Shute

Judge

22.d November 1775

A true Copy of the Decree of Court of Probate thereof made on the Petition of Mary Pratt Widow of Edward Pratt late of Boston Mariner deceased Intestate and the Order of Notice thereon

Examined per Jos.h Hunting Reg.r

(25)

To the Honble the Mayors
Court at Madrasjatnam

The Humble Complaint of Mark Antho Lally
late of Madras Merchant but now a Prisoner
for Debt in the Common Gaol of the said Town

Sheweth

That your Orator being desirous to Settle
his Affairs and to Pay his Just Debts as far
as his Effects would extend did in the Month
of June 1767 Execute a Deed of Assignment
of all his Effects to Trustees for the Benefit
of his Creditors which Deed was duly Executed
by your Orator and by all his Creditors
who had then Signed the same

That your Orator hath since the Execution
of the said Deed Collected and Received
Effects to the Amount of about Pagodas
Two Thousand which he is ready to Account
for to the Trustees or such other Persons
as this Honble Court shall Direct

That your Orator is Informed that
Edward Monckton Esqr late Governor
of Fort St George and Council and
Thomas Saunders Esqr late Governor
of Fort St George and Council have
Commenced Actions at Law against your
Orator in this Honble Court for Debts
due to them from your Orator

That your Orator is Advised that
he is entitled to the Benefit of the
Insolvent Act and to be discharged
from Prison and from the said Actions
upon Assigning over his Effects for the
Benefit of his Creditors

That your Orator is willing to Assign
over his Effects for the Purposes aforesaid
and to do any other Act Matter or Thing
for the Benefit of his Creditors as this
Honble Court shall Direct

(25)

To the Worshipful the Mayors
Court at Madrasapatnam

Humbly Complaineing Sheweth unto this Honble
Court Your Orator Mattapah by Caste a Weaver Inhabitant
of Pulicat Humbly Sheweth unto this Honble Court
that your Orator Mattapah did Depart this present Life
on the 15th Day of June 1733 and
Left behind him his Wife Named Lingama
and Two Children Named Chinna and Pedda
Venkatty
Your Orator Humbly Sheweth unto this Honble
Court that the said Deceased Mattapah was
Indebted unto your Orator in the Sum of
Eight Pagodas and Twenty Fanams

No

Madras 12th Jan 1775

I Hannah Shelley Son of Thomas Mongeham Shelley
Esq Late Of Lady Ashburnham Place Sussex Do Hereby
Mortgage Bargain Assign Transfer Unto Richard Dashwood Son of Sir
John Dashwood Baronet Commander of the Ship Warley now Riding
here Do Demise Grant Bargain Sell Assign Transfer and Set over
unto the said Richard Dashwood his Executors Administrators and
Assigns All that Messuage or Dwelling House Situate in the Black Town
of Madras aforesaid

Signed
Hannah Shelley

Witness
Richard Middleton
Edward Middleton

Memorandum the same was Read before the Signing & Sealing
Thereof in the
Portuguese
Language

By Interpreter
Mr Joseph Compliment

To all People to whom these Presents shall come Greeting
Whereas Hannah Shelley of Madras Merchant is Justly and truly
Indebted unto the said Richard Dashwood in the Sum of Two
Thousand Pagodas and Whereas Contract was made between the
said Hannah Shelley and Richard Dashwood that the said Hannah
Shelley should and would pay unto the said Richard Dashwood
the Sum of Two Thousand Pagodas on the Twenty fifth day of
December which will be in the Year of Our Lord One Thousand
Seven Hundred and Seventy five Now Know ye that the said
Mortgagor for and in Consideration of the said Sum of Forty
Three Pagodas and Seventeen Fanams Interest to be paid on
Demand with Interest at Rate of Nine per Cent per Annum by
the said Richard Dashwood Executors Administrators
Now Know ye that the said Mortgagor for and in
Consideration of the said Sum of Forty Three Pagodas and Seventeen Fanams
Interest

XV.

All Suspicion pending for Recovery thereof by the said William Kennedy during the said Mortgage Term Left of said Premises by the said Mortgagor

In Witness whereof the said Mortgagor have hereunto Set my Hand and Seal in Mobile the twenty second Day of January in the Year of our Lord One Thousand Seven Hundred and

Sealed

In the Presence of

Thomas Bibb

Wm Dawson

Jas Bibb

Jeffy Complainant

Mayors Court at Tuesday the 28th day of January

Madrasstadenare Anno Domini 1776

Present

John Turing Esquire Mayor

George Smith James Call Do

Aldermen

Between Montgomery by the

Attorney William Kennedy of Mo-

bile Merchant Complainant and

Samuel Chitty of the same place

Merchant Defendant

The Defendant being in Court & Acknowledging the

Indorsement Deed, This Court doth therefore

think fit to Allow & Decree the said Indorsement Deed accordingly to be Decree

No

Satisfaction touching the Behaviour of Mr Austin Keogh a Servant
to Mr Joseph Reed as to the Reward that shall appear Equitable to Order to
pay Commissioners for the Said Keogh for his Expences and Trouble
Therein which may appear Mr Keogh to be Entitled to Order the
Said Joseph Reed Esqr to pay unto the Said Keogh for his Expences and
Trouble in the Premises

Mr Keogh also all Costs of this Suit

May it Please this Honble Court to Direct the Said Parties
to Attend and Examine Witnesses to be Summoned and Sworn by
the Marshall of this Court Touching the Premises and the Petition
hereof Severally to be and Appear before this Honble Court at such
time and place to be by this Honble Court Assigned and Appointed then
to Shew to Answer this Your Petitioner Bill of Complaint and further to
Hear and abide by such Order and Decree Therein as this Honble
Court shall Seem Meet

Jno Sykes Jr

Att for the Complainant

28th Nov 1775

The Petitioner Sworn before me
this Day of November last in London
for the Honble Court Chief
Justice

Jno Mowbray
Mayor

(51)

Magers Court at
Madras Patnam

Thursday 25th January
Anno Domini 1776.

Present

George Smith — Senior Coll.r
George Proctor — Alderman

Between the Worshipful
Coll.r & Lieut.t George Monckton
Captain Lieutenant & Principal
Engineer Fortification & Fortress
Madras Plaintiff

&

St. Aforesaid by the Records of the Court bound
unto the Inhabitants of Madras aforesaid in the Penal Sum of
Pagodas Ten Thousand Star Pagodas to be void
on Condition nevertheless that if the above bounden
Defendant shall pay unto the Plaintiff the full and just Sum of Sixty Pagodas
Star Current in Madras aforesaid Pay'ble on the 25th day of January
Instant with Lawful Interest for the same from the Date hereof
until Payment or if the above bounden Defendant shall
appear in the Mayor's Court of Madras aforesaid
on the first Court day of the next
Term then to be holden at Madras aforesaid
for the Middle Div.n of Mayors
Court at Madras aforesaid

Humbly Complaining Sheweth unto the Worshipful
Mayor & the rest of the Worshipful Court of Madras
aforesaid his Attorney Samuel Swinton of the same Place
Gent.

Interrogated and that he may be Ordered to pay unto Your Orator the aforesaid sum of Three Hundred and Sixty four Pounds Seventeen and twenty three Cents with all such Interest as now is or shall hereafter be due thereon also all Costs of this Suit—

May it Please the Right Hble Court to Grant Unto Your Orator His Most Gracious Writ of Subpoena to be Directed to the Sheriff of Fort St. George Town of Madraspatnam and His Deputy Commanding Officer of Poonamallee Etc. and Appear before this Right Hble Court at certain Times and Places Etc by the Right Hble Court to be Appointed Then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree Therein as to this Right Hble Court shall seem meet—

Jon.a Sykes

Solr for the Compt.

D.r Rokeyah Vydenah Chetty in Account Current with Dayanidhi Roy & Co.

Govindapah Naick

1775							
March	10	To Cash Advanced him on Account of Bonding Warehouse				By Cash rec.d	
		Ditto for Expences of Ditto					
		Ditto for Expences of Godown					
		Ditto for Expences of Ditto					
		Ditto for Expences of Ditto					
		Ditto for Expences of Ditto

Signed Sealed and Delivered
in the presence of

Mayors Court at
Madraspatnam

A true Copy
Jno Sykes Jr
Actg Secty for the Compy

Tuesday the 30th day of January
Anno Domini 1776

Present

John Turing Esquire Mayor
George Smith } James Call } Aldermen
George Porter }

Between Pygaldhurdy Govindapah Naick of Madras Merchant

Humbly Sheweth that your Orator hath frequently Demanded
of the said Thomas Angel the sum of Two Hundred and
Fifty two Pounds from the said Thomas Angel
But now so it is May it please Your Worships that
the said Thomas Angel Wickedly & Unjustly refuses to pay the
same or to give your Orator any Manner of Satisfaction touching the
Premises your Orator therefore prays a Special Writ of Subpoena
Issue out of this Honble Court directed to the said Thomas Angel
Commanding him by the Oath of a Sworn Clerk in Court or
other Sufficient Security to be and appear in his Majesties
Court of Chancery at Westminster on a Certain Day and under
a Certain Penalty therein to be limited then and there to
Answer the Premises and to Stand to and Abide such Order
Decree and Direction therein as to this Honble Court shall
seem meet and your Orator shall ever Pray &c

Thomas Angel having this present Day of September in the
present Year of Our Lord One Thousand Seven Hundred and
Forty two Exhibited into this Honble Court his Bill of Complt
for which a Writ of Subpoena issued for the Appearance of the said Thomas
to Answer the same may be Returned as part of the Bill of Com-
plaint And whereas your Orator hath frequently Demanded
of the said Thomas Angel the sum of Two Hundred and
Fifty two Pounds from the said Thomas Angel

But now so it is May it please Your Honble Court
the said Thomas Angel Wickedly & Unjustly refuses to pay the
same or to give your Orator any Manner of Satisfaction touching the
Premises your Orator therefore prays a Special Writ of Subpoena
Issue out of this Honble Court directed to the said Thomas Angel
Commanding him by the Oath of a Sworn Clerk in Court or
other Sufficient Security to be and appear in his Majesties
Court of Chancery at Westminster on a Certain Day and under
a Certain Penalty therein to be limited then and there to
Answer the Premises and to Stand to and Abide such Order
Decree and Direction therein as to this Honble Court shall
seem meet and your Orator shall ever Pray &c

May it Please this Honble Court to Grant the said Thomas
Angel the Subpoena prayed and Required by the Plaintiffs Bill of Com-
plaint of Misdemeanors and the Defendant Himself personally to be and
appear before this Honble Court at a Certain Time and Place to be by
this Honble Court prescribed and appointed then and there to Answer
the Premises and to Stand to Perform and Abide such Order
as to this Honble Court shall seem meet and your Orator shall
ever Pray &c

C Mayors Court at
C Mansion House

23
Tuesday the 23d day of January
Anno Domini 1776.

Present

John Fleming Esquire Mayor
George Arnold James Call 2
George Pooler Aldermen

Between Atkinson & Co of
London Merchants Plaint of the one
Part and Complainants and Thos
Lloyd of the Complainants Merchant
Defendant of the other Part

M. Appearing by the Records of this Court that
the Usual Rules have been for the Defendant to Answer the Complainants
Bill which he has Neglected doing This Court doth Therefore think
fit to Order and Decree and doth Accordingly Order and Decree that the
Defendant shall pay unto the Complainants the full and Just Sum of
One Hundred and Fifty One Pounds Sterl 151 ——— Together with
full Interest to be made due on the Bill of Exchange Suit ——

Mayor

Penalties &c. Made and Provided in such Cases, to Answer His Majesty's Said Attorney General, for His Majesty's Said Information, and Further to Do and Receive in the Premises, as to Justice Shall Appertain. And the Said Defendant Saith, That the Said Information, and Everything Therein Contained, Is Not True in Manner and Form, as the Same Is Therein Set Forth and Alleged. All Which Matters and Things This Defendant Is Ready to Aver, Maintain, and Prove, as This Honourable Court Shall Direct. And Prays to Be Hence Dismissed with His Reasonable Costs in That Behalf Sustained.

May it please the Right Honourable the Lords Commissioners for Executing the Office of Lord High Admiral of Great Britain &c. &c. &c.

Thomas Pinkney of London Merchant Duly Sworn and Examined by the Oath of Joseph Hunt George Swan of Kensington in the County of Middlesex Gentleman One of the Clerks in Ordinary to the Right Honourable the Lords Commissioners of His Majesty's Admiralty Personally to Him Known Appears before the Right Honourable the Lords Commissioners of His Majesty's Admiralty and Produces and Delivers in Open Court a Certain Paper Writing Purporting to Be the Answer of the Said Thomas Pinkney to the Information Exhibited in This Court against Him and Prays Leave to Read the Same Which Is Granted and Is Read Accordingly and Is in Manner and Form Following (That Is to Say)

To the Right Honourable the Lords Commissioners for Executing the Office of Lord High Admiral of Great Britain &c. &c. &c.

The Answer of Thomas Pinkney of London Merchant to the Information Exhibited in This Honourable Court against Him

This Defendant Saving and Reserving to Himself Now and at All Times Hereafter All Manner of Benefit and Advantage of Exception to Many and Singular the Errors Uncertainties and Other Imperfections in the Said Information Contained for Answer Thereunto or Unto So Much and Such Part Thereof as This Defendant Is Advised Is Material or Necessary for Him to Make Answer Unto He This Defendant Answering Says That He Is a Subject of His Majesty King George the Third and Resides in London and Is Not Nor Was at the Time of the Capture of the Ship Betsey Hereinafter Mentioned Concerned Directly or Indirectly in Any Trade or Commerce with the Rebellious Colonies in America Nor Was He Concerned Directly or Indirectly in Any Trade or Commerce with Any Part of the Said Colonies Nor Was He Concerned Directly or Indirectly in Any Trade or Commerce with Any Part of the Said Colonies Nor Was He Concerned Directly or Indirectly in Any Trade or Commerce with Any Part of the Said Colonies

1775 Dr. The Hon.ble Lords Commissioners of the Admiralty ... £ 3 2 2

1775 April 28 By Freight ... £ 3 2 2

Errors Excepted
per J. & H. Johnson

Port St. George 28th April 1775

Case of Caleb Mosimann at
Upon Complaint and Petition
Praying Attachment of Estate
Michael Defendant

It Appearing by the Records of this Court
that the Space of Six Months is Limited by Law Agreeable
thereto for Appeal from Sentence of the Court of Magistrates
passed against the Defendants Effects and that the Defendant
hath not made any Appearance nor Court to answer the Complaint
but this Court doth therefore Judge 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 Ninety two Pounds Current Money of Virginia with
Interest with all Costs Charges as now is or shall hereafter become
due thereon until full Payment is made also all Costs of this Suit

Know all Men by these Presents that I William Cabell of
Hanover Merchant am held & firmly bound unto Richard Kennedy
White Lieutenant in the Middle Company Hanover in the Penal
Sum of Eight Hundred Pounds Current of Virginia to the true
Payment whereof well & truly to be made to the said Richard Kennedy
White his Heirs Executors Administrators or Assigns I do hereby
bind & oblige myself my Heirs Executors Administrators & Assigns
firmly by these Presents Sealed with my Seal & dated
this 28th Day of July 1773

Whereas the above bound William Cabell hath Borrowed
& Received of the above named Richard Kennedy White the
Sum

To the Worshipfull the Mayor
Court of Madrasspatnam

Humbly Complaining Sheweth Unto Your
Worship Thomas Lethbridge of Madrasspatnam Gentleman
Attorney at Law & Register of the Court of Admiralty
Vice Admiralty &c. That Whereas Richard Mitchell late of
the Island of Barbados Merchant by his Bill Obligation
Bond or Writing Obligatory under his Hand & Seal
Bearing Date the 1st day of October Anno Domini 1716
and Now Remaining in the Custody of Your Complainant
Did become Bound unto Edward Parker late of
Madrasspatnam aforesaid Merchant in the Penal Sum
of Two Hundred Pounds Sterling Money of Great Britain
Lawful Money of Great Britain at the Rate of Eight Shillings Sterling
Payable the Sum of Twenty five Pounds and Fourteen Shillings with
Lawful Interest as in and by the Condition of the Said Bond
Obligation or Writing Obligatory more fully and at large appears
Which Said Bond or Writing Obligatory or the Condition thereof
Contained Did on the Agreement of the said Bond or Writing
Obligatory or the Condition thereof was to be paid unto the said Edward
Parker or his Certain Attorney Executors Administrators or Assigns
on or before the 1st day of October Anno Domini 1717 Which
Said Sum of Twenty five Pounds and Fourteen Shillings
Lawful Interest as aforesaid Your Complainant Did
Assign over unto Edward Parker late of Madrasspatnam aforesaid
Merchant Deceased Your Complainant Did Assign over unto
the said Edward Parker Deceased the Said Bond or Writing
Obligatory or the Condition thereof for the Consideration
of Twenty five Pounds and Fourteen Shillings Lawful Interest
as aforesaid Which Said Assignment Your Complainant
Did Produce before the Worshipfull Court of Admiralty
Vice Admiralty &c. Held at Madrasspatnam aforesaid
on the 1st day of October Anno Domini 1717 Which
Said Assignment Your Complainant Did Produce before the
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Lawful Money of Great Britain at the Rate of Eight Shillings Sterling
Payable the Sum of Twenty five Pounds and Fourteen Shillings with
Lawful Interest as in and by the Condition of the Said Bond
Obligation or Writing Obligatory more fully and at large appears By the Counsels of the Said
Mortgage Bond or Writing Obligatory or the Condition thereof Contained
Did on the Agreement of the said Mortgage Bond or Writing
Obligatory or the Condition thereof was to be paid unto the said Edward
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on or before the 1st day of October Anno Domini 1717 Which
Said Sum of Twenty five Pounds and Fourteen Shillings
Lawful Interest as aforesaid Your Complainant
Did Assign over unto Edward Parker late of Madrasspatnam aforesaid
Merchant Deceased Your Complainant Did Assign over unto
the said Edward Parker Deceased the Said Bond or Writing
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Madrasspatnam aforesaid on the 1st day of October Anno Domini 1717

L.S.

To the Worshipfull the Mayor's
Court at Madrastatnam

Humbly Complaining Sheweth the Pet.

That your Peter Engaged with the Rt Hon.ble Thomas Pitt Esq.r late Governor of Fort St George and Agent for the Affairs of the United Company of Merchants of England trading to the East Indies for the Space of three Years and Upwards in the Station of a Writer and Duly Qualified himself for the Same by Taking the Oaths Appointed by Act of Parliament for that purpose and Subscribing the Test and Duly Entered upon the Execution of the Said Office and Employment and Continued therein for the Space of Two Years and Upwards Dureing which Time your Peter Behaved himself in the Said Office with Diligence Fidelity and Integrity and Duly Accounted for all Such Sums of Money as he Received by Virtue of the Said Office and Employment and Duly Paid the Same into the Hands of the Said Agent and Factors for the Time being and Duly Entered the Same in the Books of Accounts Kept for that purpose and Your Peter Further Sheweth that your Peter Did Contract with the Said Agent and Factors for a Considerable Quantity of Callicoes to be Provided for the Use of the Said United Company and Your Peter Did Accordingly Provide the Same and Paid for the Same out of his own Money and Your Peter Did Accordingly Ship the Same on Board Several Ships Bound for England and Your Peter Did Duly Enter the Same in the Books of Accounts Kept for that purpose and Your Peter Did Duly Account for the Same with the Said Agent and Factors and Your Peter Did Accordingly Receive Bills of Exchange for the Same Payable in England and Your Peter Did Duly Indorse the Same and Deliver the Same to the Said Agent and Factors

(69)

Mr. Richard Chamberlain Andrews Dr.

(6)

Shall direct and hereby prays & Le Lieut Governor with the concurrence
of the Council & Assembly to make such Laws as shall be
Just and Reasonable for the Inhabitants of this Province

No

Kilmarnock 1st July 1774

The Rejoinder of [illegible] Defendant to the Pursuers Pursuit Defendant to the Replication of Margaret Paisley Widdy Dond Replicator Compeard Mungo Wallace Writer in Glasgow Substitute Confirmator

This Defendant now Dond all true knowledge & every Dond answering unto himself all and whatsoever of Benefit Dond advantage of Exception to the same Dond Hereby Renounces them & Supersedeas with the said Replication Contained for the Pursuers Dond Supersedeas with the said Replication Contained for the Pursuers Dond Hereby declares that all Dond Singular the Matters Dond things in the Defenders Answers are Relative Dond conform to the Libel Dond the Replication made in manner Dond form as the same are Known Dond Understood by Defender Dond that the said Replication is very untrue Dond by Defender Dond Denied Dond that the said Replication is very untrue Dond Denied Dond that the Defender to make any further or Clearer Dond Sufficient proof of the Defenders Libel or Dond by other Grounds Dond Medium Dond the Defender the Libel is Dond Ought to be Dismissed Dond the Defender will now Dond Hereby Declares that all Dond every thing Dond things to be true Dond Certain in manner Dond Form as they Dond every of them are therein alledged Dond set forth

All which matters Dond things the Defender is ready Dond Willing to Verify maintain Dond prove as the Honble Court shall Dond Think proper Dond Hereby Protests for Dond Decreet Dond Expenses

Gideon Forbes
Defender

Respect in the Said Contract for a Small Compensation whereby
the Defendants Knew Distinctly & Evidently Their
Duty & Were Certain Exactly The Rights & Wrongs
Of the Case & Contract with the said Plaintiffs but
they not Previously Agreed to the Signing of the Penalty Bond or
Even to the Making out of Compliance between the Parties
Respectively Insisted Not Making but Necessity of the Case
Was Sufficiently Binding on Parties of Their Profession
the Defendant further Said that he was Ready now not Lyable than
what he the Defendants has already in the Course of his Commercial
Dealings had Other Manufactures or Merchants under and
which the Defendants ought to Appendix to the Custom of Merchants
in this Town of Manufactures and which the Defendant with other
Persons in the Trade Conducted as was Usage Respectively
Advantage which many other Merchants who Provide Goods to Foreign
Parts every Seasonably Export at the Markets for which Purpose
there are the Most Convenient and Evident Steps to which Customs
was made a Contract many Years Antecedents to the Defendant Entering
the Goods Buy Order and more particularly as in the said Custom
many Persons a Suppliers and Factors Part of Compliance in the
Agent who has the Providing of Goods on Account of such Contract
the Defendant further said that in Order to prove to the Trade
that the Defendant should not but Consider the Nature of
the Plaintiffs in the aforesaid Contract in the Light as aforesaid
for the said Defendants to prove how the Said which Since the
the Defendant hope Leave to insert a Paragraph of this Letter after
Twenty Eighth July to the the Defendants Correspondent in which
Several the Defendant Contracted for the Goods as Mentioned in the
several Counts Annexed to his Bill of Complaint The Defendants
pleaded Denial of the Allegations Contained in the Bill

July

(23)

Interrogatories to be administered to Lieut Pottinger shall be prepared hereon and annexed in a Letter Cover now depending and at Issue in the Middle Ward Mayors Court of Madras pursuant to a Rule of Court of Madras Merchants and the Lieutenant and Madras Agent of Lieut George Merchant in the Defendt Dirs a Bill Commissions the said Madras Agent of Lieut George Merchant in the Defendt Dirs

Mayors Court at Madraspatnam

Between Major Pl. Clerk
Lieutenant Comptroller of Stores
Market Clerk and Assistant
Ref. of Field Train Corps Market-
Lieut and Dist Cft Commissioner
& Deputy Asst Ref of Field Train Corps
Market & Act Cft Lieutenant &
Deputy Major Pl. Clerk and
Lieutenant Comptroller of Stores Mar-
kets and the Cft Defendants

And the Cft of the Original Complainant
& Cft Defendants.

Depositions of Witnesses taken on the Cross and Rejoin-
ders by Commission and as followeth

Testimony of Mordella of Black Town but at present at Madras Native
Aged 40 Years a Hindoo being Sworn & Solemnly on the Cross on the Part
of the Original Complainant & Cft Defendants one of the 6th day of August
1774 Sworn as Sworn at the Office of Mr Gideon Stokes Attorney for the
Original Defendant & Cft Complainant by Candapah my Servant who also
Speaks a little of the Native Tongue, Sally and Ellen of whom I Depone
not

46

Before the Satisfactory
Order Made Interlocutory Not Signed and Not Sealed
from Engrossed or Exercise made by the Original Defendant
Defendant Complainant in the Cause for Costs and Charges
relative of Money for and on Account of the said Contract Whereas
Contract was agreed on and the said Contract Not Signed the
said Original Defendant and Defendant Complainant gave the said
Original Complainants and Defendant Five Hundred
Rupees worth of Rupees and Ten Rupees Pay the Whole
Not, and Not as were Pay Signed the said Original Defen-
dant and Defendant Complainant and Pay the Remaining Sum
the Decreed with the said Original Complainants Defen-
dants Month a Month afterwards to the Time of the Original
Defendant and Defendant Complainant the Original Complainants
Defendants Remainder of the said Original Defen-
dant Complainant the Remainder of the Money due for the
aforesaid Contract the said Original Defendant and Defendant Com-
plainant Offered Three Hundred Rupees which the said
Original Complainants and Defendants refused to
Pay saying that the said Original Defendant and Defendant Complai-
nant owed Pay the whole of the Balance due Not Hundred Origi-
nal Defendant and Defendant Complainant to Pay the Original
Defendant and Defendant Complainants Make Hundred
Rupees more and Not Hundred Pay the Remainder
when we shall agree upon the Strength of which Promise Pay the
said Original Complainants and Defendant took the
said Hundred Rupees but at the same time telling the
said Original Defendant and Defendant Complainant that of
he did not Pay the Remaining Three Hundred and Fifty
Rupees

1st Interrogatory

1st And Second Interrogatory the Deponent saith that he the Deponent is not Related to Either of the Parties to this Suit nor Interested in the Event thereof

2nd Interrogatory

2nd And Third Interrogatory the Deponent saith that he the Deponent was present and did hear the Original Complainant and Original Defendant Discourse and Treat concerning the Purchasing and Selling of Two Hundred and Fifty Pounds weight of Cheese and that he the Deponent did hear the Original Complainant and Original Defendant Bargain and Agree for the Purchasing and Selling of the Said Cheese and that he the Deponent was present when the Original Complainant did Weigh the Said Cheese and that he the Deponent did hear the Original Complainant and Original Defendant Agree upon the Price of Sixpence per Pound for the Said Cheese and that he the Deponent was present when the Original Complainant did Receive the Said Cheese from the Original Defendant

No

Additional Interrogatories
to be administered to the Defendant
Mr Lyons Dan Dan Dixon
on the Part & behalf of the Plaintiff
in the Cause depending between
Mr Hill the Younger Complainant
plaintiff in this Cause and the
Defendant Complained against
and the Defendant Mr Lyons
Defendant in this Cause

1st Do you know or believe that the Complainant
Mr Hill the Younger is dead or alive
if dead when did he die
if alive where does he now reside
and when did you last see him

2nd Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married if so when and to whom
and where did the Marriage take place
and is there any Issue of such Marriage
if any how many Children and what
are their Names and Ages

3rd Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

4th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

5th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

6th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
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7th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
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and what are their Names and Ages

8th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
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and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

9th Do you know or believe that the Complainant
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and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

10th Do you know or believe that the Complainant
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been married more than once if so
when and to whom and where did
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11th Do you know or believe that the Complainant
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12th Do you know or believe that the Complainant
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been married more than once if so
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and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

13th Do you know or believe that the Complainant
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been married more than once if so
when and to whom and where did
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and is there any Issue of such Marriage
or Marriages if any how many Children
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14th Do you know or believe that the Complainant
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when and to whom and where did
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15th Do you know or believe that the Complainant
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16th Do you know or believe that the Complainant
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been married more than once if so
when and to whom and where did
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and is there any Issue of such Marriage
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17th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
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and is there any Issue of such Marriage
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18th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
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and is there any Issue of such Marriage
or Marriages if any how many Children
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19th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

20th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
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and is there any Issue of such Marriage
or Marriages if any how many Children
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21st Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
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and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

22nd Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
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and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

23rd Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
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and is there any Issue of such Marriage
or Marriages if any how many Children
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24th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
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25th Do you know or believe that the Complainant
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26th Do you know or believe that the Complainant
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been married more than once if so
when and to whom and where did
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or Marriages if any how many Children
and what are their Names and Ages

27th Do you know or believe that the Complainant
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been married more than once if so
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or Marriages if any how many Children
and what are their Names and Ages

28th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
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and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

29th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
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or Marriages if any how many Children
and what are their Names and Ages

30th Do you know or believe that the Complainant
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been married more than once if so
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and what are their Names and Ages

31st Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
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32nd Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

33rd Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
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and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

34th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

35th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

36th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

37th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

38th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

39th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

40th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
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and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

41st Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

42nd Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

43rd Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

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Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

148th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

149th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

150th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

151st Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

152nd Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

153rd Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

154th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

155th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

156th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

157th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

158th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

159th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

160th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

161st Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

162nd Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

163rd Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marriages take place
and is there any Issue of such Marriage
or Marriages if any how many Children
and what are their Names and Ages

164th Do you know or believe that the Complainant
Mr Hill the Younger has ever
been married more than once if so
when and to whom and where did
such Marriage or Marri

Mayors Court at
Madraspatnam

Between Mangoe Poly
Alty-D Inft Complt
and Ms Complainants D. Inft
Poly Alty Defendt and Ms D
Inft Reft Ms Complainant
and Richd Mangoe Polytkly
D Inft Complt
& Defendt

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

Moortacorrera pake Moodelly of Maint Aged 50 years & upwards being duly sworn on the Holy
Bible & Affirmed on the Affirmation of Mr Gideon Kirkwood is Attorney for the
Original Defendt and Orig Complainant by Condapah my Servant who also
Left them a Note of the Name Title and Place of abode of the said Deponent and
afterwards on the same Day being sworn and Examined Deposeth as follows
to wit

To the first Interrogatory the Deponent saith that He doth know
the Complainants in this Cause and that He hath Known Mangoe
Poly Alty Ten years & upwards, and Injelvana Comarapah Forty
years & upwards — But that He does not Know the Defendant
Andrew Reft in this Cause — and never was sent to the Interrogatory
To the second Interrogatory the Deponent saith that He has heard
of some Matter or Thing concerning or relating to a certain Debt or Sum
of Money claimed by the Original Complainants and Orig Compl
Defendts and the Original Defendt and Orig Complainant in
this Cause named, some time in or about the Year of Our Lord One
Thousand seven hundred and Eighty Eight for the providing and
furnishing of Piece Goods — and that the Deponent has heard
that

The 10th day of March 1795 Came into Court at the Office of Mr Gideon Hill
who is Attorney for the Original Defendant and Cross Complainant by Condefault
my Servant who also left here with Me of the same Title & Place of Abode of
the said Defendant and afterwards on the same day being sworn & Examined
Deposeth as follows —

1st Int. Interrogatory the Deponent saith that he the
Above Mr Complainants Mungo Roy Philip and Stephens
Brought upon their Cause and that he Lith is Above Two
Twenty Years of Age to the Defendant Andrew Reid in the Cause — and more saith
not to this Interrogatory —

2d Int. Interrogatory the Deponent saith that he the said
he is not Lord when informed of any Matter or Thing concerning or
relating to a Contract made Entered into between the parties the
Original Complainants & Cross Defendant & the Original
Defendant & Cross Complainant in this Cause named sometime
in or about the Year of Our Lord One Thousand Seven Hundred and
Ninety Eight or at any other time or times for the Securing and Insur-
ing of Certain Goods or any other Merchandize or their Proceeds
or Things therein interested — and more saith to this Interrogatory

3d Int. 3d Interrogatory the Defendant saith that when the make
Contract which is here often time with Benjamin Stevenson
Merchants he always receives the Amount of the Contract before the
delivery of the Goods — and more saith not to this Inter-

rogatory

Sworn before me

Reading the Interrogatory on the Part of the Original Complainant
to the Original Answer of the Original Defendant and Reading
the Interrogatory on the Part of the Original Complainant to the
Cross Bill of the Original Defendant and Reading the Answer of the
Original Defendant to the said Interrogatory

Mayors Court at
Madraspatnam

Between Morgan Philip Kelly
Esqr Complainant
and
Thomas Hyde Pleydell Esqr Defendant
and
Thomas Hyde Pleydell Esqr Complainant
and
Morgan Philip Kelly Esqr
Defendant

Depositions of Witnesses taken in the Cause by and before the Court
on the Part or behalf of
Chesapeake Shelley of Madras Merchant Aged 55 Years a Witness being
Produced on a Motion in the Cause on the Part of the Original Complainant &
Cross Defendant on the 17th day of March 1775 Sworn on Oath at the Office of Mr
Cutlers Clerk in the Mayors Court to the Original Defendant and Cross Complainant
by Candapah my Interpreter who also first Sworn to the Truth of the Answer Cross Bill and Plea
of the said Defendant and afterwards on the same Day being sworn and
Examined Deposeth as followeth
To the First Interrogatory the Deponent saith that he doth know the Complainant
Morgan Philip Kelly & Defendant Thomas Hyde Pleydell in the Cause and that the
Ship Anthony Chesapeake Deponent arrived at Madras on or about the
Defendant Thomas Hyde Pleydell came Passenger on board the said Ship from
London to Madras and Deponent saith that he is Acquainted with the
To the Second Interrogatory the Deponent saith that he is Acquainted with the
Same

Sir

I am glad Congress Did Arrogate Merchants & Trade Matters of Moment into the Contractors who engage to provide such Goods at the Time of making the Contracts Did before the Delivery of the Goods Contracted for If Upon it's coming to the Knowledge of the General Court or Assembly that Contracts Did before the Goods are Delivered Or Any Part of the Money is Paid Contracts Did before the Goods are Delivered Or Any Part of the Money is Paid to the Contractors to Advance more Money than the Value of the Goods Contracted for Before the Delivery of the Goods is it not Proper that the General Court or Assembly should Interpose and Direct that no Money should be Paid to the Contractors before the Delivery

Original Complaint of Ralph
Duffield & Others Plts
Madras Municipal Corporation
Defendant & Ralph Complainant

Depositions of Witnesses taken in the County of Durham
the Examination of the Plt as follows

Mr Joseph Harrod of Madras Merchant aged 40 Years on Affirmation
Produced & Sworn in the Cause on the Part of the Original Plaintiff & Ralph
Complainant was on the 20th day of November 1794 Examined at the Request of
Henry Dundas Esq one of the Attorneys for the Original Complainant and Ralph Plaintiff
by Commission issued out of the said Court of Exchequer & Scotland directed to
Robert Lindsay of the City of Durham and afterwards on the same Day being
Sworn Said Examined Deposeth as follows

To the first Interrogatory this Deponent saith that he doth not know
Morgan Ralph Duffield the Original Complainant in the Cause but
that Ralph Moore Duffield Original Complainant Ralph Complainant
in the Cause did Ralph Duffield in the Interrogatory Mentioned for
Himself & Others the Proprietors of Ralph Stock in the United
Company of Merchants of England trading to the East Indies
in the Cause and that he the said Ralph Duffield is now Dead
to this Deponents Knowledge and Belief

To the second Interrogatory this Deponent saith that he doth not know
personally made Contracts for the Sales and other Conveyances
of Ralph Stock for the Said Ralph Duffield in the Interrogatory
Mentioned but that he has frequently made Contracts for
Sales Sales and other Conveyances of Ralph Stock for
for Money and Shares with the Brokers and others and that
the usual Terms and Conditions of such Contracts are that there
should be a Transfer or Transfers made and executed by the

And Covenant the Body And Bondsman myself my Heirs Executors
Administrators and Assignors unto our Lord & Master
The Said Andrew Moss his Executors Administrators & Assigns
All manner of Duties in a due performance of the same as my Deed
Sealed the Said Covenant the Body And Bondsman myself my Heirs
Executors Administrators or Assignors shall & will from time to time
& at all times hereafter well & truly pay or cause to be paid unto the
Said Andrew Moss his Executors Administrators or Assigns the
full sum of Two Hundred Pagodas with Interest for the same
without Delay And in Case I the Said Body And Bondsman
my Heirs Executors Administrators or Assigns or any of us
shall make default in the Premises then this Obligation to be
void & of none Effect or else to remain in full force & Virtue
In Witness whereof I have hereunto set my Hand & Seal
Dated at Fort St. George the 25th day of August 1758

Signed Sealed & delivered after the whole had been duly
interpreted to Covenant the Obligor in Persia

Thos Bristow
Jno Dalrymple

(Signed) (L.S.) Covenant
Body And Bondsman

(109)

Know all Men by these Presents that I Covenant the Body And Bondsman myself my Heirs Executors Administrators or Assigns unto our Lord & Master The Honble United Company of Merchants of England trading to the East Indies or their Successors or Assigns in the Sum of Two Hundred Pagodas with Interest for the same at the Rate of Twenty Pagodas per Cent per Annum to be paid unto the Said United Company or their Successors or Assigns for the Payment whereof well & truly to be made I do hereby bind myself my Heirs Executors Administrators or Assigns firmly by these Presents Sealed with my Seal & Dated at Fort St. George the 25th day of August 1758

The Condition of the above Obligation is such that if the above bounden Covenant the Body And Bondsman myself my Heirs Executors Administrators or Assigns or any of us shall & do well & truly pay or cause to be paid unto the Said United Company their Successors or Assigns the full Sum of Two Hundred Pagodas with Interest for the same at the Rate of Twenty Pagodas per Cent per Annum without Fraud Delay or further Reference to the Said Company their Successors or Assigns or to their Order at their Presidency of Fort St. George or at their Factory of Vizagapatam or at their Factory of Bengal which shall be first demanded after the Date hereof then this Obligation to be void & of none Effect or else to remain in full force & Virtue

Sealed & delivered after the whole had been duly interpreted to the Covenant the Obligor in Persia

Thos Bristow
Jno Dalrymple

(Signed) (L.S.) Covenant
Body And Bondsman

(110)

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The Condition of the above Obligation is such that if the above bounden Covenant the Body And Bondsman myself my Heirs Executors Administrators or Assigns or any of us shall & do well & truly pay or cause to be paid unto the Said United Company their Successors or Assigns the full Sum of Two Hundred Pagodas with Interest for the same at the Rate of Twenty Pagodas per Cent per Annum without Fraud Delay or further Reference to the Said Company their Successors or Assigns or to their Order at their Presidency of Fort St. George or at their Factory of Vizagapatam or at their Factory of Bengal which shall be first demanded after the Date hereof then this Obligation to be void & of none Effect or else to remain in full force & Virtue

Sealed & delivered after the whole had been duly interpreted to the Covenant the Obligor in Persia

Thos Bristow
Jno Dalrymple

(Signed) (L.S.) Covenant
Body And Bondsman

Penalty of the Forfeit upon Every five Pounds for every Day or Part thereof
which shall not be finished during the Term of the Contract as aforesaid
to which the several Sums aforementioned are the said Forfeits
for Non performance of the Said in manner aforesaid as Said Parties
Covenanted Bargained & Lastly Jointly and each of them for
themselves and for their Heirs Executors and Administrators
Covenant promise & Agree to and with the said Edward Lyde his Executors, Administrators
and Assigns. That as for the said Partners Covenanted & Bargained
as each of for themselves their Heirs Executors Administrators & Assigns
that the said Contract made aforesaid Except Paying Money Duties & Customs
Leases of Water Works which said Parts they Jointly & Severally
have & Obtain of Which Leases are Assigned to the said Edward Lyde
and his Heirs and Assigns Shall & will Jointly & Severally Indemnify
Save & Keep Harmless the said Edward Lyde his Executors Administrators & Assigns
and the said Partners Covenanted & Bargained that the said Partners their Heirs
Executors Administrators & Assigns shall & will Pay the Rent Reserved
and Covenanted to be paid by the said Edward Lyde his Executors Administrators
& Assigns & Shall & will Indemnify Save & Keep Harmless the said Edward Lyde
his Executors Administrators & Assigns of & from the said Rent & all Actions
Suits Costs Charges & Damages for the same & that the said Partners their Heirs
Executors & Administrators & Assigns shall & will Pay & Allow unto the said
Edward Lyde his Executors Administrators & Assigns Interest for any Sum
or Sums of Money Duties Customs Rents Charges & Expences which he the said
Edward Lyde his Executors Administrators & Assigns shall Pay or Allow
by Reason of the Premises after the Rate of Six Pounds per Cent per Annum
from the Time of the Same shall be Paid or Allowed by the said Edward Lyde
his Executors Administrators & Assigns Provided always & it is Hereby
Covenanted & Agreed by & between the said Parties to these Presents
that if the said Edward Lyde his Executors Administrators & Assigns
Shall not Pay the Sum of Five Pounds for every Day of Part of Such
time as aforesaid of the Rent Reserved by the Said Contract as aforesaid
Shall remain unpaid by the Space of Twenty one Days after the same
Ought to be Paid that then & in such Case it shall be Lawful to & for
the said Partners their Heirs Executors Administrators & Assigns
into & upon the Premises to Enter & the same to Have Hold Occupy
Possess & Enjoy as in their first & former Estate & Interest any thing
in these Presents to the Contrary thereof in any wise Notwithstanding
In Witness whereof the said Parties to these Presents have Interchangeably
Set their Hands & Seals to the same & to One Part thereof remaining
with the said Edward Lyde the said Partners have Subscribed their Names
& Affixed their Seals & the said Edward Lyde hath Subscribed his Name
& Affixed his Seal to the other Part thereof remaining with them
Dated this Seventh Day of June in the Year 1760.

Signed Sealed & Delivered
in the Presence of
Andrew Reid (L.S.)
Thomas Hyde (L.S.)

To the Worshipful the Mayors
Court at Madrasapatnam

Humbly Complaining Sheweth to Your Worships
Your Worships Petitioner Billy by the Name of Peter
of Port St George Merchant That Edward Billy of Madrasapatnam
Merchant Did on the Twenty Eighth Day of December
Anno Domini One Thousand Seven Hundred and Twenty
Seven Make and Publish his Last Will and Testament
in Writing Bearing Date the Day and Year aforesaid
and Thereby Did Nominate Constitute and Appoint
Your Petitioner Executor of his said Will
and Testament as by the Probate thereof Granted
by the Worshipful Court of Madrasapatnam
Aforesaid Relation being thereunto had may
more fully and at large Appear And Your
Petitioner Further Sheweth That the said
Testator Departed this Life Soon after the
Making of his said Will and Testament
Without Revoking the same or any Part
thereof Leaving Behind him Considerable
Effects Debts Owing to him and Debts
Owing by him Your Petitioner Humbly
Conceives it Necessary for the Benefit
of the Creditors of the said Testator
and for the Better Settling and Adjusting
the Affairs of the said Testator that
Your Petitioner should be Admitted
to Prove the said Will and Testament
and to Take Out Probate thereof
Your Petitioner Therefore Humbly
Prays Your Worships will be Pleased
to Grant Unto Your Petitioner Letters
of Administration with the said Will
and Testament Annexed of the Goods
Chattels and Credits of the said
Testator Your Petitioner Being
Willing and Ready to Bring in
a True and Perfect Inventory of
the Effects of the said Testator
and to Render a Just and Perfect
Account of his Administration
Thereof When Lawfully Required
to do the Same

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

Peter

(109)

(116)

Filed by the Attorney Clerk
Edward Jones of Fort Saint George
Merchant Complainant and
Cundapah Pilly of Madras
Merchant Defendant

A Supreaning by the Records of the Court that the
Said Complainant Should bring Into Court a Bill to
Which the Defendant Should Answer Whereupon
Edward Jones Did Accordingly Exhibit his Bill
Against the Defendant Whereof Issue was Joined
And Due Proofs Taken Thereupon Duly Examined
by the Register Whereupon Duly Entered Decree
Was Made and Signed Which Decree Was Duly
Executed Whereupon the Defendant Did Pay
Unto the Complainant the Sum Decreed

Filed the 19th June 1776

To the Worshipful Mayors
Court at Maspatnam

Humbly Complaining Sheweth
That Your Orators Complainant Nick Dos Pinto Jacony Nick of Bon-
Dubashes by Their Attorney Michael Bonnard of the Same place Inha-
bitant That Cundiah of the same place Merchant Made Indebted unto
your Orators the Sum of Sixty Two Pagodas Current Mo-
ney of Madras Making and Reckoning Money of Arcate Accompt at the
rate of Eight Shillings for every Pagoda the Sum of Sixty Pounds Ten Eight
Shillings as will more fully and at Large appear by a Note or Sche-
dule or Allegation on Record Current as Shipment and Power of
Attorney Leave is Craved for the Inspection of this Worshipful Court to
which Your Orators most Humbly refer Said Sum Your Orators
Likewise as part of this Your Orators Bill of Complaint Said Your Orators
further

Dr. Wardlaw in Account Current with Nash & Lincoln 7 Co.
Saverry Nash

1773				1773			
Dec. 31	To Amount of your Bond			Aug. 9	By Cash Received in part		
	Allowance of the Act	16			By Balance due Mr. [illegible]		
	Brought down	48			Brought down	56	

Port St. George January 23d 1775

Errors Excepted

(43)

Mayors Court at
Madrasapatnam

Tuesday the 5th. of February
Anno Domini 1776

Present

The Hon.ble George Pigot Esq.r Mayor
Jacob Boyer Esq.r Alderman
James Call Alderman

Between the Hon.ble
the Court of Mayor
and Aldermen of the
Town and Port of
Madrasapatnam
Plaintiffs

and

Mr. Peter Perrin
Defendant

It appearing to the Court by the Affidavit of
Mr. Thomas Dyer that the Writ of Capias
in this Cause issued on the 15th. of January
last was duly served on the Defendant
who has not entered any Appearance
thereto nor given Bail for the same
Ordered that

May it Please Your Honble Court to Grant Your Petitioner Leave to Bring in Security for the Payment of Eighteen Pagodas with Interest at nine per cent per annum from the Date of this Suit and your Petitioner as in Duty bound shall ever Pray &c.

May it Please Your Honble Court to Grant Your Petitioner Malaperumal and Saroopy to be Summoned and appear before Your Honble Court at a certain time and place to be by Your Honble Court Limited and Appointed then and there to Answer the Same Written Bill of Complaint and further to Do and Abide by such Order and Decree therein as to Your Honble Court shall seem Meet &c

Jnº Taylor

Atty for the Complt

Translation of an Agreement Dated the 15th August 1774 in the presence of George Darrow Esqr one of the Justices of the Choultry Court Madras

Malaperumal and any one Surety of Chinnaday Pillah to give this Agreement to Saroop Naick son of Ramaraw Chinnah Chitty or his Heirs Executors and Assigns the Sum of 81 Pagodas 18 Fanams Agreable to an Award of which we promised to pay on or before the 15th of September next 15 Pagodas & from the 1st of October Next ensuing & after the Rate of 2 Pagodas for every Month and in default of the payment we will allow you Interest after the Rate of 9 per Cent per Annum from the Commencement of this Bond and also will sell the Materials of the Roof of any House situated at Chinnaday Pillah and pay the Principal and Interest, if that is not sufficient we shall be answerable for the Remainder, by Our Consent we to Give this Agreement Drawn by Mannaw Conformably to Extraordinary Peroial Mediation &c

(Signed) Malaperumal

Saroop Naick

Bond or writing Obligatory and generall Release Do Discharge from
from and against attorney or attorneys under him to Constitute and depute
in your Stead Mr. Isaac Sawyer or his Certain attorney or attorneys under him
Jointly severally to make Come into the said Savory Nash Lately alive
and deceased and the said Savory Nash as Executor with the said Isaac
Sawyer Jointly to the said Savory Nash Executed or any of them
the said Money due or to become due under the said Bond or Obligation or any
part thereof Further shall or will Release or Discharge the same or any part
thereof but will own and allow of all Lawfull Proceedings for Recovery thereof
by the said Isaac Sawyer Saving the said Savory Nash harmless of and
from any Cost that May happen to Come thereby In Witness whereof
the said Savory Nash hath hereunto set his Hand and Seal in Boston
aforesaid the Twenty Ninth Day of October in the Year of Our Lord One
Thousand Seven Hundred and Seventy four

Signed Sealed and Delivered
(before an Stamp'd Paper was to be had)
in the Presence of

Tho. Copy
Jno Sykes
Regr for the Compt

Mayors Court at
Boston Feb.

Tuesday the 25th day of February
Anno Domini 1776

Present
John Erving Esquire Mayor
George Pemberton
James Call
Aldermen
Between Savory
Nash

Mayhey Cavan to exhibit your Orator to the said Sir Edmund D
put on their answer and the proceedings went regularly on and came to
an Issue and were entermined the twenty Eighth day of November One
Thousand Seven Hundred and Sixty Nine but your Orator further shewth
that pursuant to the proceedings of the Same the said John Lefroy
the said Sir Edmund Lefroy Edmund Hoyle and Harriet as
appears by the Decree a Copy whereof is herewith annexed - Your Orator further
shewth that a Warrant of Guardian was issued out at the instance of
the aforementioned Andrew against the Effects of Your Orator only as the
said John Delamaire had departed from this place of Madras and Resided in
Bengal whereby Your Orator further shewth that under Pretence
Effects being Sold Your Orator did pay unto the Hands of John Sykes
Gentleman one of the Attorneys of this Honble Court and Attorney under
Nine Pagodas two Fanams and Sixty Eight Cash being principal and
Interest with Charges for which sum the said John Sykes did give
receipt in full as appears by the said Receipt in his hands remaining
a Copy whereof is herewith annexed for the inspection of this Honble
Court Your Orator further shewth that on the Return of the said
Mayhey Cavan Your Orator did settle Laundry Accounts with
him but Refusing the Account of Endorsing he would not allow
of by reason that Endorsing informed the said Mayhey Cavan
that he gave him any Authority so to do, but insisted on the said
Mayhey Cavan or Your Orator paying into his hands the Principal
and Interest pursuant to the Decree of this Honble Court which
unreasonable Request Your Orator or the said Mayhey Cavan refused
and Comply with Your Orator further Shewth that he applied
to the said John Sykes for to take back his Receipt and Refund Your
Orator the money as by him the said John Sykes Received which
he

The said John Sykes Refuses to do which being Notified the said Defendant refuses so to do Amount of the said Ordering and that such payment so made to him the said John Sykes was good and sufficient as if Paid by the said Defendant Rodney himself which your Orator expects by reason he as Attorney at Law is not authorized to receive his Clients Money without a special power under the Hand writing of his Client for that purpose and therefore the payment so made by your Orator was no good payment to the said Rodney unless the said John Sykes was sufficient Authority for so doing. To the End therefore that the said Rodney and the said John Sykes may upon their Corporal Oaths full true direct and perfect answer make to all and singular the Matters and things herein before Inquired and Required as fully truely and distinctly to all intents and purposes as if the same were here again repeated and particularly interrogated to and that the said Rodney may be decreed to pay to your Orator the said Sum of Three Hundred and fifty seven Pounds Five Shillings & Eight Cash so Received by the said John Sykes as the Attorney of your Orator or that the said John Sykes be obliged to Refund the same with Interest also all Costs of this Suit.

May it Please this Worlle Court to Cause the said Rodney and John Sykes to be Summoned and Enjoined by the Sheriff of Fort Saint George Province of Madraspatnam and the Districts thereof personally to be and appear before this Worlle Court at a Certain time and place to be by this Worlle Court prefixed and appointed then and there to Answer the Premises Orders Will of Complaint and further to Stand to and abide by such Order and Decree therein as this Worlle Court Shall deem Meet.

Bromley & Dudley

Attys for the Complainant

The said John Sykes Before to the said Bridewy Well he Would Not Pay him
One Moment of the said Bridewy and that such payment so made to him
the said John Sykes was good and so valid as if Made by the said
Bridewy himself which your Orator respectfully charges to wrong Unjust
an Illegal as Law is not Authorized to Power his Clients Money
without express power under the Hand writing of his Client for that
purpose and therefore the payment so made by your Orator was no
good payment to the said Bridewy and the said John Sykes can Show
Sufficient Authority for his so doing To the End therefore that the
said Bridewy and the said John Sykes may upon their Corporal Oath
full true direct and perfect answer make to all and Singular the Mat-
ters and things herein before Set forth and Alledged as fully truly and
Specifically to all intents and purposes as if the same were here again
repeated and particularly interrogated to and that the said Bridewy
may be Obliged to give Your Orator Credit for the Sum of Five
Hundred and Fifty nine Pounds Two Shillings & Eight Pence Sterling
Received by the said John Sykes as the Attorney in
Fact of the said Bridewy and that the said John Sykes be Obliged to Refund the
same with Interest also all Costs of this Suit

May it Please Your Worlds Court to Cause the said
Bridewy and John Sykes to be Summoned and Required by the Sheriff
of Fort Saint George Town of Madraspatnam & his Deputy thereof
personally to be and appear before this Worlds Court at a Certain time
and place to be by this Worlds Court prefixed and appointed then and
there to answer the Premises and further Bill of Complaint and Further to
Stand to and abide by such Order and Decree therein as to this Worlds
Court Shall seem Meet

Bromley & Dallas

Solrs for the Complainant

No

(125)

To the Honble the Mayor
Court at Madraspatnam

Between John Hollond and Edward Hollond
Both of Fort Saint George Merchants
Complainants And Sheikdeen Moodely of Saint
Thome Inhabitant Defendant

The Humble Petition of Edward
Moodely Nowrangee Moodely Mootia
Comiapah Moodely Uppaw Comyah Moodely
& Coly Lingum Moodely all of Saint Thomé
afores.d Inhabitants

Shews

That the above named John Hollond & Edward Hollond
on or about the Twenty third day of September which was in the year of
Our Lord One Thousand Seven Hundred & Seventy Nine Exhibited a Bill
of Complaint in this Hble Court against the above named Shedeen Moodely
thereby setting forth that the said Shedeen Moodely was Indebted to
them the said John Hollond and Edward John Hollond in the Sum of Four
Hundred and Eighty Four Pagodas and Seven Fanams Current Money of
Madras, Owing on Bond and Shedeen Moodely's Bond or Writing Obli-
gatory bearing date the Sixteenth day of August in the said year of Our Lord
One Thousand Seven Hundred & Eighty Nine Payable on Demand & that for the
further better and more effectual Securing the Payment of the said Principal
Sum of Four Hundred and Eighty Four Pagodas and Seven Fanams Current
for the same at the Rate of Eight per Cent per Annum by the said Shedeen Moodely
and by an Instrument Bearing date the said Sixteenth day of August, did
Mortgage unto them the said John Hollond and Edward John Hollond a Piece
of Ground Called by the Name of Pallankuree Nuncum Containing about
Eight Cawny which said Piece of Ground is Situated in Saint Thomé in
Garden of the Late Mother Piece of Ground Situated in Saint Thomé in
Merandee Aagra Street Called by the Name of Mooneally Containing about
Three

(12)

against the said Madackaw Mordaly who denied your Petitioner and the said Madackaw Mordaly to refer the matter in dispute to the arbitration of Thos Jackson Nathl Nicol Lockwood, Armigers, Mathew and Thomas Jackson which said Arbitrators did give their award in writing in the Malabar language bearing date the Eighteen day of September in the Year One Thousand Seven Hundred and Seventy Five, Purporting that Madackaw Mordaly in and Enduring action and Just Adjustment of the Accounts depending between him and your Petitioner, your Petitioner shall be put in possession of the whole of the said Estate and the said Madackaw Mordaly to be Entirely precluded therefrom and that the said Madackaw Mordaly should thereafter appear and render a true and Just Statement of the said Account and pay your Petitioner the Balance due to him, which he said award is in your Petitioners Possession and Ready to produce to this Hon'ble Court when Required.

And your Petitioner further shews, that notwithstanding the said Arbitrators did, on the said Eighteenth day of September in the Year One Thousand Seven Hundred and Seventy Five, Give their said award in favor of your Petitioner and therein precluded the said Madackaw Mordaly from having any Right or Title to the said Estate yet he, the said Madackaw Mordaly did afterwards, that is to say on the Seventeenth day of August in the Year One Thousand Seven Hundred and Seventy Nine Illegally and Unwarrantably Mortgage or Attempted to Mortgage to the said John Holland and Edward Holland the said Important premises which said premises your Petitioner is lawfully Intitled unto and the Property of the said Madackaw Mordaly but to belong to your Petitioner in the manner as aforesaid and Consequently the said Mortgage or Sale the said Cannot Effect your Petitioner who never had any manner of Dealings with the said John Holland and Edward John Holland

Your Petitioner therefore most humbly Implores the said Court in Consideration of the Premises and humbly Pray that the said Injunction may be Suspended & the Sale of the Mortgaged Premises Set aside and that your Petitioner may be put in Quiet Possession of

the said Court on the prayer of their Petition and
for the Third on the Ninteenth Day of the Said Month of October and
Three Hundred and Twenty three to Grant a Warrant of Execution against
the Effects of the said Madockeira Moodelly by Virtue whereof their
Petitioners before the Mentioned Sale the Premises Mortgaged to the
Respondents as Set forth in the said Bill of Complaint which their Pe-
titioners Conceive and humbly Insist the said Sheriff had no right to Seize
or afterwards Sell in the first Place their Petitioners have been Credibly
Informed and do Verily believe the said Premises are the Property of the
said Madockeira Moodelly And not of the said Petitioners, And the said
Pleas or the said Premises were and are Mortgaged to their Respondents as
aforesaid. Their Respondents further Answering say they can by no
means Admit that the said Petitioners have any right or Claim whatever
in the said Mortgage Premises Nor do the same or any of them or any
part thereof belong to their Petitioners Credibly Informed and do Verily
believe the said Madockeira Moodelly and his Ancestors have Possessed
and Enjoyed the said Premises time Immemorial Without any Interr-
uption Molestation or Demand whatever being made of all or any
part of the said Premises until very lately that the said Petitioners
Discovered that the said Madockeira Moodelly being
Insolvent they had no Right to Sell, whereupon they the said Petitioners
Complainants by their Solicitor Edward the said Petitioners
Do the said Madockeira Moodelly to Appear thereto and Answer to the
Allegations in the said Petitioners Set forth, that their Respondents may
notice thereof given to the said Petitioners having made any Answer
whatever Either on the Tenth Day of September in the Year One
Thousand Seven Hundred and Seventy Four, or the said Petitioners
Petition or any other time the Paper Writing Called an Order
to Show Cause Before this Honble Court, And their Respondents Say it is

Very

Petitioner further Say that the said Mackenzie Moodaly did after giving the said Second Mortgage the said Premises to Your Respondents Mortgagee to which Your Respondents Say, As the first Place, that Say Answer if the Signatures whether the Said Premises were Mortgaged before or after making the said Second of any such as and has been made, or if it was Called or Offered, as Say as aforesaid whether any such was Alleged, But, As the Second Plea for the Information of this Honorable Court Your Respondents Say leave to Answer that the Said mortgage made Your Respondents have Executed the said Deed was not the first mortgage Say but of the said Premises, for Say that mortgage previous to that the said Petitioner say is the date of the said Deed, which was Superseded by the present Mortgage — The Said Respondents for Your Say that the Said Petitioner having Alleged that the said Deed was made that Say the Said Petitioner that be pretended Purpose of the will of the Late Petitioner the said Mackenzie Moodaly be entirely precluded from Proving Such as should appear but further and Just Statement of the said Accounts, and the Said Petitioner praying that they may be first in Last Possession of the Said Premises, Say Your Respondent on Answer thereto say that they is by ~~reason~~ Claim the said Mackenzie Moodaly is Alleged to Petition in any Accounts of the said Mortgage Premises to any person or persons whatever on Account of the Petitioner or that the said Petitioner have any right or Title whatever to any Accounts of the Said Mortgage Premises which ought to Appear that the Said Petitioner which entitles the said Mackenzie Moodaly or Your Respondents to by any means Admit But it has now come before this Honorable Court the Petitioner which the said Petitioner have any right to the said mortgage Premises or that they have not, Your pretended Mortgage Deed from the said Lease under the Hand of the Petitioner Dated the Day of

(1867

1st Do you know the Said Petitioner Respondent Or Defendant or
the Said other Interrogatories Named or either and which of them If yea
how long have you to known them or either Dulich of them Declare

To Said Mr
Nathaniel Lloyd Woodley
& Dupré Woodley
2nd Do you or Do you not know the Lands Premises in dispute in the
Affirm Answer by the Name of Pt Lloyd Mansions Said formerly Called
Regis Court If Yea do you or do you not know whether the Said Premises
do belong to the Said Defendant Nathaniel Woodley only or to any other
Person or Persons Or who by Name Or how and in what manner they are held
by Estates & the Said Premises Or to whom the Rents Issues & Profits
you Do or do not know of the Said Premises have any Right or
Title to the Said Premises By Act Law or Custom & Yea or any of the
Said Right or Title & the Said Premises Or do you or do you not know
whether the Said Defendant has or has not Such Right of Mortgaging the Said
Premises to the Said Complainants or to any Person or Persons without the
Assent or Permission of the Said Petitioner or any of them Or Assert
why and if So the whole of their Matter according to the best of your Knowledge
Remembrance and Belief together with the Reasons of such your Belief
fully Clearly & Particularly Declare

To Said Mr
Nathaniel Lloyd Woodley
Dupré Woodley
& Myles Fearnsides
3rd Do you or Do you not know of a Dispute having at any
time or times been between the Petitioner Said Richard
Defendant Respecting divers of their Personal and Transfer
Estate & the Premises in the pute Mortgaged by the Said Defendant
to the Said Complainants Or either of them If Yea what was the Cause of
the Said Dispute in what manner did the Parties in dispute Refer
Matters Said Or do you or do you not know whether the Said Parties
did Refer the Matter in dispute to Arbitration If Yea who were the
Arbitrators Chosen what have they the said Arbitrators done or Awarded
in Pursuance thereof and is or is not the Said Arbitration as yet determined
or how and what have been done or Awarded Arbitrators Said
what do you Know have heard or been informed of the Proceedings
of the Said Arbitration with the same to the best of your Knowledge

(451)

(454)

Translation

In the year 1771 and on the 22d October being Saturday
Hilderbrand of St Thomas gave his Penalty Bond to Ann Maria Williams
and Mary Elizabeth Armagaard Middleton, Hilda Johanna Middleton
and Myla Svanegadaard Middleton Administratrices — Thus

That Hilderbrand disputing with aforesaid the
Ding the Estate belonged by inheritance, Complained upon to John
Smith Esqr when your four Arbitrators were chosen before him —
Same to deliver about said sum Swearing ofing Estate — of ding
Hilderbrand were in dispute and make appear by proofs and Witness
of ding being worth the Bagdar more than the Swearing Sum —
deliver — Thereby bind ding self and Executors to perform our Obligation
by arbitration, and to be bound Culpable and pay afine to the Compa-
ny of 12 Bagdar, and with the Court of ding Burthen. —

Signed Hilderbrand

Witness
Hilda Johanna
Polly Mary Armagaard
Ann Maria Williams
Myla Svanegadaard

Differences Said are to abide according to their award, and the Party not abiding shall for feit a Penalty of Pagodas 120 to be paid to the Choultry Court, and Named Colgadda — the time Limited for deciding the said difference is one Month — If either of the said Arbitrators should not Assemble for the purpose aforesaid, one whole Day after the said Parties should not attend on them, also one whole Day that each Person not Attending, did aforesaid, shall pay a fine of Pagodas 5, for every Default — By the Consent of all Parties herein Named Drawn & Signed by Peter Lawrey Collapah —

Signed Vellapah &c
Modeliar Comapah
Cody Linguan
Sadasivah &c

Mayor's Court at Madrass Fatnam

Between Vellapah Modelly Comapah Modelly Appan Lawrey Modelly and Cody Linguan Modelly of Saint Thome Inhabitants on Petitioners and John Holland and Edward John Holland of Fort Saint George Merchants on Respondents in a Certain Cause in the said Court wherein the said John Holland and Edward John Holland are Complainants and Modeliar of Saint Thome aforesaid Inhabitant is Defendant —

On the Part of the Petitioners

Depositions of Witnesses taken in the Cause by Dubash the Examiner in the Court as Followeth —

Pundathar

7th

Without the Oft.nt or Permission of the said Petitioner because no Division of the Family Estate has been made — Do more saith not to the 1st Interrogatory — Jo. Mayo

J. W. Pike
Exam.r

Mayors Court at
Madraspatnam

Between Villupah Moodelly
Annapah Moodelly Comarapah
Moodelly Appah Swamy Moodelly
& Chinglenpah Moodelly of Saint
Thomé Inhabitants on Petitioners
& Jah Rattoo & Chad Saha
Mall & Gobal Saut Gopy Merchants
on Respondents on a Certain Cause in
Equity Contained in the said Saha
Mall & Chad Saha Mall & others
Complainants & Moodeliar Moodelly
of Saint Thomé aforesaid Inhabitant
& Defendant
On the Part of the Petitioners

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

Vadamalaiapah Moodelly of Saint Thomé but at present at Madras
Inhabitant Aged 63 Years a Knowledge being Produced & Affirmed in the Cause
on the Part of the Petitioners on the 5th day of January 1775. Mann in Person at the
Office of Mr. John Pyke who is Attorney for the Respondent by Conducted my Interpret
who also Left him 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 that he doth Know the
Petitioners Villupah Moodelly, Annapah Moodelly Comarapah Moodelly
& Chinglenpah Moodelly in the affair and that he hath to Known
Them

Mayor's Court at
Madraspatnam

Between Cundapah Moodelly
Annagaro Moodelly Comapah
Moodelly Appa Saroy Moodelly
and Coley Langaro Moodelly
of Saint Thomé Inhabitants on
Cottaroon and John Holland
and Edward John Holland of the
Said George Merchants on
Respondents in a Cottaroon Cause
on the said Part whereon Said
John Holland and Edward John
Holland are Complainants and
Madrakara Moodelly of St Thomé
aforesaid Inhabitant Defendant
On the Part of the Cottaroons

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

Cundapah Moodelly of St Thomé Inhabitant Peonal at Madras Inhabitant Aged 60 Years being Produced as a Witness in this Cause on the Part of the Cottaroons was on the 8th Day of February 1775 Sworn in Person at the Office of Mr John Sykes who is Attorney for the Respondents by Cundapah my Servant who also left him a Note of the same Time and Place as above of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth —

To the First Interrogatory the Deponent saith that He doth know the Cottaroons Villapah Moodelly Annagaro Moodelly Comapah Moodelly and Coley Langaro Moodelly in the same and that He doth also know the Late as known these Forty years or thereabouts but that He does not know Appa Saroy one of the Cottaroons in this Cause nor the Respondents John Holland and Edward John Holland in this Cause but that He doth know the Defendant Madrakara Moodelly in this Cause and that He —

Mayors Court at
Madraspatnam

Between Edward Medly
Plaintiff Thomas Medly Executor
Medly Appellant Henry Medly
and Edey Thomas Medly of Land
Revenue Inhabitant in Pulicat
Merchant Defendant

Depositions of Witnesses taken in the Cause depending before
the Commissioners in the Court at Pulicat

Cheecah Pillah of Madras Coopely Aged 35 Years a Handoo being
produced a Witness in the Cause on the Part of the Defendant was sworn the 15th day of
February 1778 before the Commissioners at the Office of Mr John Lyles who is Attorney for the
Respondents by Candapah my Servant who also left Hand at the Name Side
and Mark of Letters of the said Deponent and afterwards on the same day being sworn
and Examined as follows

To the First Interrogatory the Deponent saith that he doth know
the Petitioner Edward Medly Esq and the Respondent Thomas Medly Esq
as Executors in Pulicat Cause but doth not know
the Respondents John Holland and Edward Ellis Holland in the
Affair and that he hath to Knowledge Eight Years a Handoo
and that he doth also know the Defendant Madras Coast Medly
in the Cause and that to Knowledge Four Twenty Years a Handoo
and answers saith to the Interrogatory

P. [illegible]

A (151)

Fort Saint George Merchants
and Respondents in a Cause
Cause in the said Court wherein
the said John Holland and Edward
John Holland are Complainants
and Madarkara Modelly of
Saint Thomas aforesaid Inhabitant
is Defendant
On the Part of the Plaintiffs

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

Sundra Subramoney of Madras Merchant Aged 40 Years or
thereabouts being Sworn as a Witness in the Cause on the Part of the Plaintiffs
and the 6th day of March 1775 Sworn and Sworn at the Office of Mr John
Styles who is Attorney for the Respondents by Curdyabanny Servant to the abovesaid
Sworn Interpreter of the Tamul Tongue and Place of abode of the said Deponent
and afterwards on the same Day being sworn and Examined Deposeth
as followeth

To the First Interrogatory this Deponent saith that he doth
know the Plaintiffs Pallapah Moodelly Comyahe Moodelly and
Eddy Langaroo Moodelly in the Pleas and that he hath so known
them four Years or thereabouts but that he does not know
Irrungaroo Moodelly and Appoo Swamy Moodelly two of the
Plaintiffs in the Pleas that he doth know the Respondents
John Holland and Edward John Holland in the Pleas and that
he hath so known them four Years or thereabouts and that he
doth also know the Defendant Madarkara Modelly in the
Cause and that he hath so known him four Years or thereabouts
and

Mayors Court at
Madrasapatnam

Between Collyput Moodelly
Managar Moodelly Comarpah
Moodelly Appan Lacany Moodelly
& Cotty Langam Moodelly of Saint
Thomé Inhabitants on Plaintiffs
& John Holland & Edward Stokes
Holland of Fort Saint George Merchants
on Respondents in a Certain Cause
in the said Court wherein the said John
Holland and Edward John Holland are
Complainants and Respondents
Moodelly of Saint Thomé aforesaid
Inhabitant is Defendant

On the Part of the Petitioners

Depositions of Witnesses taken on this Cause Sworn before the
Examiners in this Court as Followeth

Collecully Sowreyaune of Madras Quirdy Aged 65 Years a Shroffe to
being Produced as a Witness in this Cause on the Part of the Petitioners was on the 7th
day of December 1775 Sworn & Sworn at the Office of Mr John Sykes who as
Interpreter for the Respondents by Candapah my Servant who also Left him at the
Office Sitts & Then of which of the said Deponent and afterwards on the
20th day of January 1775 being Sworn and Examined Deposeth as followeth
To the First Interrogatory this Deponent saith that He doth Know
the Petitioners Collyput Moodelly Managar Moodelly Comarpah
Moodelly and Cotty Langam Moodelly in this affair and that He
doth not Know Know Else Save Comarpah Moodelly one of the Petitioners in this
Cause Appan Lacany Moodelly
affair — That He doth Know the Respondents John Holland
and

And that the said Defendant is not Entitled by the said award without the Suspension of any Part thereof, to Mortgage the said premises in Dispute because the said premises are not the sole Property of the said Defendant and more suitable for this Interrogatory

To the last Interrogatory the Deponent saith that the said Defendant Modelly did not specify in his Account Mr Holland Mortgagee mention any thing respecting it during the time the said Affair was before the said Arbitrators and more saith not to this Interrogatory

Sworn &c

S Mudaly

Before me

Mayors Court at Madraspatnam

Between Villapah Modelly and Cotay Lingum Modelly of Saint Thomé Inhabitants on Petitioners and John Holland and Edward John Holland of Fort Saint George Merchants on Respondents in the Cause in the said Court wherein the said John Holland and Edward John Holland are Complainants and Modelly Appan Swamy Modelly of Saint Thomé aforesaid Inhabitant Defendant.

On the Part of the Petitioners

Depositions of Witnesses taken in the Cause by and before the Court on the Part of

Oratoor

Deponent saith knows the Papers Writing or writings Produced and Shown to
him at the Returne of his Examination and that one of the manner there
under Subscribed or Signed as if the Defendants were Said Writing and
that the said Defendant is not entitled by the said writ without the Consent
Leave of any other Person or Persons to Mortgage the said Premises in
Dispute because they are not the sole Property of the said Defendant
and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that after the Matter in
Dispute had been Settled by the said Arbitrators the said Madras Civil
Moodely the Defendant in this Cause returned from the Country Dewan
agreed deal of Disturbance, saying that the Respondents in this Cause
John Rollond and Edward Sidebottom had put home the said Madras
Moodely in Court for the Ground that was Mortgaged to them, and
which is the Ground now in Dispute. This Deponent further saith
at the time of Settling the Dispute neither was any part of any Ground being Mortgaged to the Respondents or
any one else and more saith not to this Interrogatory.

J Welch
Sworn

D Saturan Chetty Moodely
Sworn

Mayors Court at
Madrashatnam

Saturan Chetty Moodely Sworn
Moodely Appan Chetty Moodely
Dubash Longanna Moodely of
Last Named Inhabitants are
Witnesses for John Rollond and
Edward Sidebottom of First Part
Georges Merchants as Respondents
in a Certain Cause in the said
Court

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and proceed to Arbitration — And that the Deponent doth Know that they did refer the Matter in Dispute to Arbitration, And that the Arbitrators above named Subscribed, Orator Nallamah, Subramony and the Deponent And that the said Arbitrators have in Pursuance thereof Examined all the Accounts of Pallapah Moodelly &c Petitioners, which they have found to be true and just — but they have not been able to make Madarsha Moodelly the Defendant in the above Cause bring any just and true Account that the said Madarsha Moodelly has always absconded or secreted himself whenever the said Arbitrators have desired him to meet them — the said Arbitrators have therefore given an Occasional Award that Pallapah Moodelly &c Petitioners shall recover all the Principal and Interest Stated in the Petitioners Pallapah Moodelly &c and that the Deponent does Know the Exact Meaning of the said Award that one of the Principal Covenants Delivered or Signed by the Defendant was Mortgage and that the said Defendant is not Entitled by the said Award without the Signatures of any the Person or Persons to Mortgage the said Premises in Dispute — because the said Premises are not the sole Property of the said Defendant — And more without to the Interrogatory

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Respondents in a Cause

Affair

Saint Thomé in Rosenda Roya Street between the House of Cha Changlanga
and Longanga? Do you or do you not know where property the said Promises
If you whose property are the said Promises Have did such person or
persons to whom the said premises belong become Intitled thereto
whether by Purchase, Gift or Descent from Ancestors or Relations
& whose and how long have the said Premises been Occupied or
Possessed either by the present Occupiers or Occupiers or by those
from whom they Pretended in Case they did so derive? Do or do
not the said Premises or Ancestors or any part or parcel thereof
belong to the said Petitioners or any of them? The whole of those
Matters According to the best of your Knowledge Remembrance
Information & belief together with the reasons of such your belief
fully and particularly & declare

2d Whether Interrogated 2. Do you know of any other Matter or Thing whose
Quarters in this Cause that may tend to the benefit or Advantage
of the Respondents. If Yes, declare the same as you know have
been Informed or do believe together with the Reasons of such Your
belief as fully as if you had been Examined particularly & Interrogated

Jn Stokes

Atty for the Respondents

Mayors Court at
Madras Jnatmam

Between Villapah
Moodly Arumugum Moodly
Comanpah Moodly Appan
Sawmy Moodly & Boy
Langum Moodly of Saint
Thomé Inhabitants Petitioners
&c

between the Honble Company and Tongoja — And that the Defendt
did know whose property the said Premises are and that the said premises are
the property of Madanlow Moodelly the Defendant in this Cause and that
he became Seized & Possd thereof from Ancestors or Relations and
that the said Premises have been occupyed or Possessed by the present
Defendants Ancestors Farmers or Renters — And that about the
said premises and Pattom do belong to the said Plaintiffs — They being
entitled to the said Madanlow Moodelly the Defendant in this Cause —
were with out to this or the last Interrogatory —

Sworn in Court

Walch

Court

At the time of Signing the Deposition each that Mr Thomas Parker did
Mounda Boya Moodelly between the Towne of Sora Chinglompa and Tongoja
as at present by the Defendants Farmers — And were each out —

Sworn in Court

Walch

Court

Mayors Court at
Madraspatnam

Between Pallapah Moodelly
Nonagoon Moodelly Mootah
Comarapah Moodelly Appah
Lawroy Moodelly and Cadoy
Langoon Moodelly of Saint
Thomas Purhabitants Defendants
and John Holland and Edward John
Holland of Fort Saint George Merchants
Respondents in a Certain Cause
wherein Plaintiff John Holland and
Edward John Holland are Complts
and Madanlow Moodelly of Saint
Thomas aforesaid Inhabitant Defendant
On the Part of the Respondents

affair — but whether any Part or Parcel thereof belong'd to the Petitioner
the Deponent knows not — Said more saith not to the matter in Question

Jno Walsh
Coms

Mayor's Court at
Madraspatnam

Between Valliapah Modelly
Armagum Modelly Moodely
Comrapah Modelly Appan Swamy
Modelly & Coley Lingum Modelly
of Saint Thomé Inhabitants Petitr
ners and John Holland and Edwd
John Holland of Fort Saint George
Merchants Respondents in a Cause
Upon wherein the Said John Holland
and Edwd John Holland are Compltt
and Mudaliar Modelly of Saint
Thomé aforesd Inhabitant
is Defendant

On the Part of the Respondents

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

Collicarron of Saint Thomé Inhabitant Aged 65 Years a Witness being Sworn
as a Witness in this Cause on the Part of the Respondents was on the 25th day of February 1715
Sworn in Person at the Office of Mr Daniel Shaw who is Attorney for the Petitioners by
Interpreter my Servant who also first shew'd Him the Name Written at the back of the
said Deposition and afterwards on the same Day being sworn and Examined Deposeth
as followeth —

To the first Interrogatory this Deponent saith that He does not know the
Complainants —

Mayors Court at
Madraspatnam

D'Balaveram Pillapah
Modelly Peraguen Modelly
Mootoo Comarpah Modelly
Upparoo Chenny Modelly and
Codey Langum Modelly of
Saint Thomé Inhabitants
Petitioners and the Honble Edward Saltonstall
Esqr Sole Member of Council for
Saint George Merchants Re-
spondents in a Petition Cause
wherein Thevad Arbn Modelly
and Others Arbn Modelly are
Complainants and Modeliars
Modelly of Saint Thomé aforesaid
Inhabitant is Defendant
On the Part of the Respondents

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

Mootapilla of Saint Thomé but at Present at Madras Coimply Aged 46
Years a Merchant being Produced as a Witness in this Cause On the Part of the Respondents
the 3d Day of October 1775 Sworn in Person at the Office of Mr Daniel Shaw who is
Known to the Petitioners by Cudgeah my Servant who also Left him a Note of the name
Title and Place of Abode of the said Deponent and afterwards on the 26th Day of the same Month
being Sworn and Examined Deposeth as followeth

To the First Interrogatory the Deponent saith that he doth not know the Complainants
Thevad Arbn Modelly Arbn Modelly or the Other Petitioners Mentioned in the
Petition Nor doth he know the Defendant
Modelly in the Cause and that he Left Madras Coimply Six
years ago and that he does not know the Respondents in this Cause But
that

Mayors Court at
Madrespatnam

In Between Philipah Modelly
Arrogain Modelly Modeli
Coonapah Modelly Appandanay
Modelly and Cuydangan Modelly
of Saint Thomé Inhabitants Petitioners
and John Holland and Edward John
Holland of Fort Saint George Merchants
Respondents on a Petition Caveat wherein
the said John Holland and Edward
John Holland are Complainants and
Madurkiné Modelly of Saint
Thomé aforesaid Inhabitant
Defendant

On the Part of the Respondents

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

Moorindapulle of Saint Thomé Cast aforesaid at Madras Caniaply Aged 50 Years or
thereabouts being Produced as a Witness in this Cause on the Part of the Respondents was sworn
the 4th of October 1775 Sworn in Court at the Office of Mr Daniel Sheen who is Attorney for
the Petitioners by Candapatty Servant who also speaks him and Tells of the Tells and Cause of
the of the said Deponent and afterwards on the 24th day of the same Month being Sworn and
Examined Deposeth as followeth

To the First Interrogatory the Deponent saith that he does not Know the
Complainants John Holland and Edward John Holland in this Cause but that
he doth Know the Defendant Madurkiné Modelly in this Cause and that he
doth to Known him Forty Years or thereabouts — that he does not Know the
Respondents in this Cause but that he doth Know the Petitioners Pallapah
Modelly Arrogain Coonapah Modelly and Cuydangan Modelly and that
he doth to Knowingly Twenty four Years or thereabouts — but that he doth
not Know or Appear Learning Modelly one of the Petitioners in this Cause
Sworn saith to the Interrogatory —

P. Fo

Substituted Defendant
On the Part of the Respondents

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

Deposition of Saint Aimé Le Lot of Pointe aux Maisons Inhabitant Aged 60 Years a Witness being Duly Sworn in Chief in the Cause on the Part of the Respondents was on the 26th day of February 1795 Sworn and Privately at the Office of Mr Ernest Hart who is Attorney for the Petitioner by Consent and Examined on the Part of the Respondents and Interpreted by Edward Mc Donald Esqr Deputy Provost Marshal of the said District and afterwards on the same day being Sworn and Examined Deposeth as follows

To the First Interrogatory the Deponent saith that he does not Know the Complts John Rolland and Edward John Rolland in the Cause but that he doth Know the Defendant Madame Moodly in this Cause and that he hath or Knows Know Thirty Years or Upwards — and that he doth also Know the Petitioner Pollard Moodly Sonnegrove Moodly Marie Comeyah Moodly in the Affair and that he hath or Knows Know Thirty years or Upwards — But that he does not know Upman Downey Moodly and D'Coby Lingan Moodly two of the Petitioners in this Affair — and owns saith not to this Interrogatory

To the second Interrogatory the Deponent saith that he doth Know part of the Premises in Question in the Affair Viz a Piece of Ground called by Hermans of Pollard one Mansion containing about Eight Crany Arpents near Saint Thomé on the Side towards Mr Dinkes Garden at Hurley but that he does not Know the Piece of Ground situated in Saint Thomé in Mounds Rose Mont called by the name of Nanouelly containing about Three Eighths of a Crany but the Deponent does know a House and Ground situated at Saint Thomé in Mounds Rose Mont between the House of one Chingary and Longrose and that the Deponent doth Know whose Property the said Premises are and that the said Premises or the Property of which they are Mordelly the Defendant in the Affair and that he became Installed thereto by Decent from Ancestors or Relations — and that the said Premises as have been Occupied or Possessed by the Defendant Before about Two Years

and

The Name Title and Place of Abode of the said Deponent and Deponents mother were Declared
unto me Edward Pigott a Solicitor

I the said Interrogatory the Deponent saith that he does not know the Defendant Madachine Mordally in the Cause nor does he Know the Petitioner Mordally Mongan Mordally, Marta Connaph Mordally in the affair but he Knows Ann Mordally Spinster and that she is Sister to the Petitioner Mordally Mongan Mordally, Marta Connaph Mordally and that he does not know Ryan Mordally Gent or Annabella Mordally but he does not know Myran Lavergne but that he does know Cathy Singlaire but that he does not know Jean Myran — and does not wish not to be Interrogatory —

2 To the said Interrogatory this Deponent saith that he doth know the following Premises in Question in this Cause Viz.t a Piece of Ground called by the name of Pallankeen Mannieres containing about Eight Cuney situated near Saint Thomas in the said Island bounded by Mr Parkes Garden at the Bay another piece of Ground situated in Saint Thomas in Miranda Bays Street called by the name of Annabelly containing about three Eights of a Cuney Pallankeen and Ground situated also at Saint Thomas in Miranda Bays Street between the Houses of one Mangeroga and Songroga — and that this Deponent doth know whose Property the said Premises are — and that Pallankeen Mannieres and Annabelly are the Property of Marta Connaypah one of the Petitioners in this affair and that he became Intitled thereto by Disputes that were between the Defendant in this affair and the said Marta Connaypah respecting the Premises in Dispute — and that there was an award given in favor of the said Marta Connaypah that he should the said two Pieces of Ground Viz.t Pallankeen Mannieres and Annabelly and that the said Premises has been occupied by the said Marta Connaypah Two Years or Annabelly — and that the said House situated in Saint Thomas in Miranda Bays Street between the House of one Mangeroga and Songroga is the Property of the Madachine Mordally the Defendant in this Cause and that he became Intitled thereto by Descent from Ancestors or Relations and that the said Premises have been —

1 To the first Interrogatory the Deponent saith that he does not know the Complainant John Mitchell and Edward John Mitchell in the Cause first named and mentioned — And the Defendant Theodosia Wardlaw in the Cause also named and mentioned — And that he hath also known the Defendant Theodosia Wardlaw for Sixty years or thereabouts — And that he doth also know the Petitioners in the Affair — And that he hath also known them Sixty years or thereabouts — And is well acquainted with the Interrogatory —

2 To the second Interrogatory this Deponent saith that he doth know the following Premises in Question in the Affair Viz.t a Piece of Ground called by the name of Tillerakeen Plantation containing about Eight Acres situated near Saint Annes in the said County and the Lot of Land situated in Saint Annes in Berkeley Town called by the name of Newcastle containing about Three Eighth of an Acre and a House and Ground situated also at Saint Annes in Berkeley Town between the House of one Daughtry and Ferguson and that the Deponent doth know or have property the said Premises are the property of the said Theodosia Wardlaw the Defendant in the Cause — And that he knows of no other Right by Devise Ancestors or Relations this Deponent believes and that the said Premises have been occupied or possessed by the present Defendant Eighteen Years or Upwards — but this Deponent does not know how long they were occupied or possessed by the Person whom they Purchased and that part of the said Premises in Question belong to the said Petitioner — And agrees with me to the last Interrogatory —

Sworn

a Piece of Ground called by the name of Pallankoa Maroon containing about Eight Cuney Situated near Saint Thomé on the road towards M.r Brooks Land on the Left but that he does not know a Piece of Ground Situated in Saint Thomé or Moravia Rope Street called by the name of Maroon by containing three Eights of a Cuney but that he does know a Piece of Ground Situated at Saint Thomé in Moravia Rope Street between the Houses of one Rangooya and Sangoya — And that the Defendant doth know whose Property the said Premises are And that they are the Property of Madarkoa Moodelly the Defendt in this Cause And that he became Intitled thereto by Descent from Ancestors or Relations as his Defendt believes — And that the Premises have been Occupyed or Possessed by the present Defendt Twenty Years or thereabouts as his Defendt knows — And that the Defendt does know that no part or Parcel of the said Premises in Question do belong to the said Petitioner — And more Saith not to the

the last Interrogatory —

Wilde
Comr

Mayors Court at

Madraspatnam

Between Villapah Moodelly
Sovengoo Moodelly Marks
Coomarpah Moodelly Appoo
Sawmy Moodelly and Cay —
Langan Moodelly of Saint
Thomé Inhabitants and John
Holland and Edward John Holland
of Fort Saint George Merchants
Respondents on a Petition Cause
wherein the said John Holland
and Edward John Holland are
Complainants —

93

And that the Deponent well knows whose Property the said Premises are And that the said Premises are the Property of Madras Moodelly the Defendant in the Cause And he knows it to be so by Parent from Ancestors in Relation And that the said Premises have been Occupied and Possessed by the Parent Before Twenty Years as this Deponent has Said And that a Part or Parcel of the said Premises are Land Given to belong to the Pettitioner as this Deponent has Said And more doth not to the last Interrogatory

P Welch

Extract from the Minutes of the Court Held at the Town Hall at Madras Patnam on Tuesday the 5th day of March Anno Dominie 1776

Present

John Turing Esquire Mayor

Raynold Adams James Call

Eyles Irwine Aldermen

John Holland Edward John Holland

Shadashere Moodally

Petition of Villapah Moodelly &c Read

Interrogatories on the part of the Petitioner with an Original Award in the Malabar Language and Translate thereof also 4 Exhibits Numbered 1 2 3 & 4 Annexed Read

Eight Depositions taken thereto Read

Interrogatories on the part of the Respondent Read

Ten Depositions taken thereto Read

The Matter in Dispute between the Petr and the Respondent Coming on to be Heard this day in the Presence of the Attornies on both Sides on Reading the Petr Petition the Respondents Answer, the Interrogatories and

the part of this Your Orators Bill of Complaint and Whereas Your Orator hath frequently and in Amicable manner required payment from the said Cordeaux Pownall Colly of the said Sum of three Hundred Mar Pagodas

But now so it is And May it please this Honble Court the said Cordeaux Pownall Colly of his vain and wilful pretence to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience to the End Thereof that the said Cordeaux Pownall Colly 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 that he may be decreed to pay unto Your Orator the aforesaid Sum of three Hundred Mar Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Cordeaux Pownall Colly to be Summoned and Attached by the Sheriff of Fort Saint George Town of Madras peltaun and his Peshcush thereof personally to be and appear before this Honble Court at 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

Chs Bromley
Soly Compt

6 March 1776

The Bill of Complaint was shown to Mr Johnson the Day of Agreement let a Summons issue

John Swiney
Mayor

Now know ye that I Personally Surety Nedah Ede of Madras Indian
Islands in the Sum of Three Hundred Star Pagodas payable as aforesaid
the Twenty Eighth day of August with Year of our Lord One Thousand
Seven Hundred and Seventy Four with Interest as in Said Like Said
Bond or Obligation may appear and Whereas Thomas
Lawrence the Said Personally Surety Nedah the Said Amount
Principal together with Interest thereon Now Know ye that
I Nedah Son and Heir of the Said Personally Surety Nedah for a
valuable Consideration to him paid By Thomas Lawrence of Fort
Saint George Merchant at or before the Sealing and Delivery of these
Presents the Receipt whereof he the said Nedah Doth hereby acknow
Ledge doth by these Presents Grant Bargain Sell Assign
and Set over and By these Presents Do Grant Bargain Sell Assign
and Set over unto the said Thomas Lawrence his said Bond or Obligation
and the Money or Interest thereupon Due and Owing or which may be come due Known and all the Right
and Interest of him the said Nedah of in and to the same and every part thereof And the
said Nedah for the Consideration aforesaid Hath made Constituted
and Appointed And by these Presents Doth make Constitute and
Appoint the said Thomas Lawrence his Executors and Administrators
his true and lawfull Attorney and Attornies Irrevocable for him &
in his Name and in the Name & Names of the Executors and
Administrators but for the sole and proper Use and benefit of the
said Thomas Lawrence his Executors Administrators and Assigns
to Ask require Demand and Receive of the said Executors Personal
Estate his Heirs Executors and Administrators the Money due and
to become due on the said Bond or Obligation and on non Payment
thereof he the said Thomas Lawrence his Heirs Executors and Assigns for
him & them for and Power He thereby and on Payment thereof to
deliver up and Cancel the said Bond or Obligation and give
sufficient

In the Court of Requests
Fanny Nadah of Madras
Inhabitant Bound by Le
Attorney Thomas Lawrence
late of George Merchant Complt
and Archibald Swinton
of Madras Merchant Dfendt

The Defendant being in Court and Shewing
cause Sentence of the Complainant Pronounced this Court doth
therefore Rule & Order and Decree and doth Accordingly Order
and Decree that the Defendant shall pay unto the Complainant the
full and Just Sum of Nine Hundred Star Pagodas & Star Pag 900
together with all such Interest as now is or shall become Due thereon
until full Payment is made also all Cost of this Suit

Hour

Fol. Ds Rec.d Nov.r 1775

To the Honble the Mayors
Court at Madrapatnam

Humbly Complaining Shew
unto this Honble Court your Orator Robert Hughes of Georgetown
Merchant and Alexander Pringle of Masulipatam Merchant by
their Attorney Thomas Ogilvie of Fort Saint George Merchant that
Lewis Saturnin also of Masulipatam Merchant Justly
and truly Indebted unto Your Orators in the full and Just
Sum of Madras Pagodas Nine Hundred and Fifty one
Star
Forty

Lost before the Service of the said Writ of Attachment Shou'd expired all such Sums of Money which he might have Earned over and above the Master's Wages for every Days Absence to your Orator's The said Lewis Salmon Did also promise and Agree to and with your Orator for himself his Heirs Ex.rs Adm.rs and Assigns that he the said Lewis Salmon Should not Go on board for Serve your Orator to Navigate the said Ship or Vessel back from Calcutta Shou'd the said Lewis Salmon & his Assigns Navigate the said Ship or Vessel back to Calcutta aforesaid Then he the said Lewis Salmon & his Assigns Should Receive & have for his & their Trouble & Navigating the said Ship or Vessel back to Calcutta aforesaid the Sum of Two Hundred Sicca Rupees over & above his & their Wages & Allowances & that the said Lewis Salmon Did Accordingly Ship himself on board the said Ship or Vessel & Proceeded in her to Calcutta aforesaid & Arrived there in the Month of March 1784 & Delivered the said Ship or Vessel to your Orator & your Orator Did Accordingly Receive the said Ship or Vessel from the said Lewis Salmon & Proceeded in her to Sea & Arrived in the River Hooghly & Anchored in the Road of Calcutta aforesaid & your Orator Did Accordingly Discharge the said Lewis Salmon from the said Ship or Vessel & Paid him his Wages & Allowances & Did Likewise Pay him the Sum of Two Hundred Sicca Rupees over & above his Wages & Allowances for his Trouble & Navigating the said Ship or Vessel back to Calcutta aforesaid

Ye

aforesaid Voyage Whereby Your Orator Sustained a Considerable
Loss for Instead Of Profit met with a Gale of Wind near Bengal
in which She Lost her Mizzen Three Anchors Forty Three Fathom
Forty Three Manned and Fourteen Guns of Your Orators Said Ship
which were every Half the Said Cargo and put into Ganjam in great
Distress and Mr. John Maddleston of Ganjam hearing the Said
Vessell was Freighted by Your Orator Wrote Your Orator Shewing
them of the Situation the Said Vessell was in Whereupon Your Orator
sent for the Said Lanca Salaam and Acquainted him with the Contents
of the said Mr. Maddlestons Letter But the Said Lanca Salaam
Neither Offered to Freight another Vessell to proceed on the said Voyage
nor to repair His Said Vessell to enable her to proceed on the said Voyage
And Indeed it was then too Late in the Season for the Said Vessell to
Sail have been required And enabled so to do, And the Said Lanca
Salaam Pleaded he had not Money to enable him to repair her
whereupon Your Orator Represented to the said Lanca Salaam that
it was then too Late to Attempt a Bengal Passage, That he was already
Indebted to Your Orator besides the said Amount of the Freight
Advanced the Sum of One Hundred and Twenty two Pagodas Forty
Fanams and Fifty Nine Cash upon Bond But as it should required a
Considerable Sum to Repair and refit the Said Vessell and put her in
a Condition to Fulfill the Said Voyage as per Agreement And as he the
said Lanca Salaam Said he had not Money to discharge such an Expence
And Your Orator was already so much in Advance they could not
Justifly answer Money upon the precarious Security of the Said Vessell
And Particularly at such a Season if therefore he the Said Lanca Salaam
would Agree to let the Said Vessell on Freight to Them or their Agent
would Agree to let the Said Vessell on Freight to Them or their Agent
would Agree to Let the Said Vessell on Freight to Them or their Agent
would Agree to Let the Said Vessell on Freight to Them or their Agent
would Agree to

to which Your Orator Commits and humbly submit to the said Lawes
Salaware is not Entitled nor to any Freight or Salaware on Account of the said
Sale for the reasons before Mentioned And Your Orator is one of them for
and on Account of Which the said Lawe Salaware Had no Right or
Just Claim of Charging With or Urgent argument, that he knew
it Not Customary to make any Allowance for Vessells that had
Lost their Passage &c That of all Those Vessells which had been Freighted
by Your Orator and Had Lost their Passage that Year he and one Vanamary
Pillah were the only Owners who Had made such a Demand and your
Orator Alexander Dingle / your Orator Robert Hughes Having left
Masulipatam and gone to Ganjam Applyed to Mr Salaware of the
Council at Masulipatam and Acquainted him with the particulars
of the Said Affair in hopes that the same might have been Settled with
out an Application to this Honble Court and the said Mr Salaware
after Examining into the Said Affair and the Customs in those Cases and
finding that it was not Customary for any Freight to be allowed in Cases
of the like Nature and being Convinced that the said Lawe Salaware had
no right to any Freight for the said Sale was about to decide the said
affair in favor of Your Orator Whereupon the said Lawe Salaware
told the said Mr Salaware he might do as he pleased but if he Judged
his Refusal he would sue him for Damages in the Mayors Court /
concerning this Honble Court / and the said Mr Salaware finding by this
that the said Lawe Salaware would not abide by his Determination
Declined proceeding thereon and Advised an Application to this Honble
Court which Measure the said Lawe Salaware has by his Conduct in
the said Affair laid Your Orator under the Necessity of taking and Your
Orator further shew unto this Honble Court that they have frequently
and in an Amicable Manner Requested payment from the said Lawe
Salaware of the Said Sum of three Hundred and Eighty two Pagodas
Twenty

the Departure of the said Vessell on the said Voyage or since the said
Last Month and in what Month and whether your Orator did not
with the Consent and Concurrence of the said John Nature or
otherwise and how just or Real the said Vessell Sixty Eight Tons
Captain Gross or some other and what quantity of Salt and
Salt on or about the said Seventh day of September with Two One
Hundred Seven Hundred and Seventy Four Bushels and whether the said
Vessell Sailing in Ballast was not on time according to the said Agreement
or how otherwise and whether the said Vessell Sailing in Ballast
Seven was not the Occasion of the Aforementioned Accident and Loss
of the said Vessells not being able to proceed on Said Voyage or Whether
the said Seven Natives did not Duly Deliver that was the Cause and
whether he does not also believe that of the said Vessell had been ready
to proceed the said Salt and Salt according to the said Agreement such
accident and Loss might have been Avoided and the said Vessell Seven
made the said Voyage and Whether the said Vessell did not meet with
the Accident Aforementioned or some other and what Accident and where
and Where, near what place or in what Latitude and whether Seventy
Seven Gross Forty three Pounds and Fourteen Shillings or some other and
what quantity of Gross Nature and Salt was not known Seven Heard and
for what reason and whether the said Vessell did not and when first into
Ganjam on great Distress or otherwise and how and whether the said
Vessell was able to proceed on her said Voyage and if not whether
Do not he or Some Whether Your Orator or one and which of them did
not after the said Vessell had put into Ganjam aforesaid Acquainted the
said Seven Natives that they had received a Letter from the said Mr
Huddleston desiring them of the Situation of the said Vessell, and
whether the said Seven Natives did neither offer to Freight another
Vessell to proceed on the said Voyage or to repair his said own Vessell

to

Pringle did not apply to the aforesaid Mr Jackson about the said affair,
Whether the said Mr Jackson did not request such a one the Defen-
dant of the like Nature And Whether the said Lewis Jackson does not
believe he the said Mr Jackson was Desirous that he the said Complain-
ant should not apply for the said Writ Whether he did not reply
he was about to apply for the said Writ And Whether the said Mr Jackson
did about the said affair so Desire and Request the said Mr Jackson
Jackson was about to decide the same in favour of your Orator and
whether the said Lewis Jackson did not Promise make the aforesaid
or some other and what Declaration to the said Mr Jackson and
whether he the said Mr Jackson did not Recognize Bond or some
thing further in the said affair, And that the said Lewis Jackson may
be Decreed to pay unto Your Orator his aforesaid Sum of Fifty Nine
Pounds Eighteen Shillings Sterling Together with Costs of this
Suit and Your Orator shall ever Pray &c

Prays Subpoena

May it Please the Worshipful Court to Cause the said
Lewis Jackson to be Summoned and Required by the Sheriff of Westmore-
land or Deputy of Westmoreland and the Bailiffs thereof Personally
to Appear before this Worshipful Court at Another Time and Place
to be by the Worshipful Court Assigned and Appointed then and There to
Plead to Your Orators Bill of Complaint and further to Stand to and Abide
by such Order and Decree Therein as to this Worshipful Court shall seem
meet

Wm Sykes Jr

Att for the Complt

3d Nov. 1775.

The Bill to be Answered
in the Day of Adjournment
Sd Adjournment Then Known
Return the Next Court Day

Geo Mumbray
Mayor

(497)

Mayors Court at
Madraspatnam

Tuesday the 11th day of March
Anno Domini 1776

Present

Peter Turing Esqr Mayor
George Smith & George Proctor
Aldermen

Duncan Abel Esqr
Capt Mackintosh
Capt of Marketing Ellis
Capt Lewis Adams
Capt Mackintosh
Capt Dent

It Appearing by the Records of this Court that
Mark Noble has fled for Debt to Avoid the Custody of
which he has Notice being This Court doth Order that
Duncan Abel Esqr Capt Lewis Adams & Capt Dent
pay unto the Captain of the Fort the Sum of Pa 2000
Copy two Pagoda twenty one Fanams out of Pa 3518.21
Together with all such Interest as may be due to the
Same Until full Payment be made also all Costs of this Suit

Pa 1500

Amount Carried Over

1767 Feb 25	2	By Cash Received for one Year Interest		
		By Ballance		
		Page 1st		
1767 Feb 25	10	By Cash Received for 1 Year Interest		
		By Ballance		
		Page 2d		
1767 Feb 25	10	By Cash Received for 1 Year Interest		
		By Ballance		
		Page		
1767 Feb 25	10	By Cash Received for 1 Year Interest		
		By Ballance		
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		By Ballance		
		Page		
1767 Feb 25	10	By Cash Received for 1 Year Interest		
		By Ballance		
		Page		

(105)

1774
Dec 2 By Cash Recd for 1 Year Subscript
By Balance

1775
Dec 16 By Balance

Chaddesporton for Valuable Consideration to him or his Paid by the
one Moiety of Modern Merchant also before the sealing and delivery of
these presents he Tonight whereof he the said Chaddesporton doth hereby
acknowledge he the said Chaddesporton doth agreed & Covenant &
by these Presents Doth agree and Covenant with the said William
Rowsby his Executors and Administrators the Money due on the said Mortgage
Bond and all the Right and Interest of him or Her or them and the said
Chaddesporton for the Consideration aforesaid doth make Constitute and
appoint and by these Presents doth make Constitute and appoint
William Rowsby his Executors and Administrators his true and Lawfull
Attorney or Attorneys for him and in his Name and on his or their Name
of the Executors and Administrators but for the sole and proper use and
benefit of the said William Rowsby his Executors and Administrators
and as his or their own to ask require demand and Receive of the said Rodenhurst
Chitty his Executors and Administrators the Money due on the said
Mortgage Bond and on non payment thereof he the said William Rowsby
his or their Executors and Administrators to sue for and Recover the
same and on payment thereof to deliver up and Cancell the said Mortgage
Bond and give sufficient Release and discharges therefore and one or
more Attorney or Attorneys under him to Constitute and whatsoever
he the said William Rowsby his Attorney or Attorneys shall Lawfully
do in the Premises the said Chaddesporton doth hereby allow and
Confirm and the said Chaddesporton doth Covenant with the said
William Rowsby that he the said Chaddesporton hath not Received
nor will Release the said Money due on the said Mortgage Bond or
any part thereof neither shall or will Release or Discharge the
same or any part thereof but will save and allow full Lawfull
proceedings for Recovery thereof he the said William Rowsby having

the

107

(20/

Until full Payment is made the 1st Costs of this Suit

Filed the 4th March 1776.

To the Honble the Mayor's
Court at Madrasfeatorare

Humbly Complaining Sheweth unto this Honble
Court Your Orator Mandick Moodelier of Saint Thomé Inhabitant by his
Attorney Sheweth as Month of Madras Inhabitant that Murzoga Naick
the Son of Somappa Naick of Mysapore Inhabitant Hath Indebted
unto your Orator in the Sum and past Sum of Ninety Nine Pagodas Twenty
four Fanams and fifty Cash current Money of Madras making in
Sterling Money of Great Britain at the Rate of Eight Shillings for
every Pagoda the Sum of Thirty Nine Pounds Seventeen Shillings and
Eight Pence as more at large as will more fully and at large appear by
the Translate of a Cittan Bond or Writing Obligatory in the Malabar
Language on Record reference thereto and on Profe thereof the Said Cittan
Bond or Writing Obligatory made bona fide by your Orator unto his Said
Attorney Reference thereto the Inspection of this Honorable Court and to
which your Orator craves Leave to Refer and Prays that the same may be
Admitted as part of this his Bill of Complaint. And whereas Your
Orator hath frequently and in a friendly manner Demanded the Payment
of the said Sum of Thirty Nine Pagodas Twenty four Fanams and fifty
Cash

But now so it is may it Please this Honorable Court
the Said Murzoga Naick Intirely and wilfully Refuses to pay the same
or to give Your Orator any reasonable Satisfaction touching the premises
Your Orator therefore prays a Writ of Subpoena to the Honble Court
shall appear agreable to Equity and good Conscience

Jr

(20)

Drawn by Mr. Archibald

Pilotage
Archibald
Provincial Pilot

(Signed) Thomas Hodgson & Nich.

a true Translate as near as can be taken from the
Original in the Malabar Language by Emanuel
Rod. Jackson
Mast for the Compt.

Dr. Hodgson & Nich. in Account with Orlandoh Mondelar Cr.

1776 March 6th To the Amount of your Cyprus Bond in Sterling ... Pagodas 96
Allegating of the date
1776 March 6th To Interest on Ditto from the 6th day of January 1775 ... Pa. 24. 50
months at 9 p.Cent p.Annum
Pagodas 99. 24. 50.

M Drew
March 6th 1776.

Drawn Accepted by Hodgson

To all People to whom these presents shall Come Greeting Whereas
Mungoza Nauk the Son of Seemapah Naick of Mylapore Black
of the Malabar Coast
in the Province of Carnatic
Inhabitant in the Town of Trinity Nine pagodas Country Born
Tarnant

Arlandah Mordaiu with Lucky Rebeky Allow and Confirm And he D
Arlandah Mordaiu with Lucky Consent with Hereof Witness to
Mordaiu Had he the said Arlandah Mordaiu hath set Hereunto
Seale Hereof Money order or Transfer to Governance or Hereof Given
Bond or Writing Obligatory another thing or will Release or Discharge the
same or any part Thereof But will save and Defend all Lawful Proceed-
ings for the Recovery Thereof he Hereof Examine the Mordaiu during
the said Arlandah Mordaiu Lawfully from any Acts that may
happen to him Thereby — And Whereof whereof the said Arlandah
Mordaiu hath Hereunto set his Hand and Seal in Madras aforesaid
this Fourth — day of March in the Year of our Lord One Thousand
Seven Hundred and Seventy Six —

Signed Sealed and Delivered
(where no Stamp Paper was to be had)
in the Presence of —

Arlandah Mordaiu (L.S.)

Mayors Court at
Madrasapatnam

Tuesday the 19th day of March
Anno Domini 1776

Present

John Lewin Esquire Mayor
George Smith
Chas. Edw. Jones
George Savage
Aldermen

Between Arlandah
Mordaiu of Saint Thomé
Inhabitant by his Attorney
Francisco —

and Decree pass by your Orator with the said Attorney Generals consent for the Suppression of the Rebellion and to which your Orator most humbly refers and prays that the same may be considered as part of this his Bill of Complaint

And whereas your Orator hath frequently and in a friendly manner required the said Defendants Edward Simmons and King Clark

But true it is May it please this Honble Court the said Defendants obstinately and wilfully refuse to pay the same or to give your Orator any Manner of Satisfaction touching the premises

Your Orator therefore prays process of Subpoena issue out of this Honble Court to the said Defendants thereby commanding them at a certain day and under a certain pain therein to be limited personally to be and appear before this Honble Court and then and there to answer the premises and to stand to perform and abide such Order and Decree therein as to this Honble Court shall seem meet according to Equity and Good Conscience

To the End therefore that the said Defendants may upon their Corporal Oath full true direct and perfect Answer make to all and singular the premises and Being therein do fully set forth the Defendants as fully 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 fifty Eight Pagodas Eight Fanams and a thirty Cash together with all such Interest as is now due or shall hereafter arise or become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Defendants to be summoned and required by the Marshall of this Honble Court or his Deputy to be and appear before this Honble Court at a certain time and place to be by this Honble Court therefore fixed and appointed then and there to answer this your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honble Court shall seem meet

Wm Johnson
Atty for the Complainant

(215)

To all People to whom these presents shall come Greeting Whereas
Peggy from the Town of Upper Freehold in the County of Monmouth Widow
and Relict of Thomas Imlay late of Freehold aforesaid Deceased by her
Bond or Writing Obligatory bearing Date the Fourth day of March in the
present Year of our Lord one Thousand Seven hundred and Seventy Seven
stands held and firmly bound unto Archibald Mordecai late of Prince Town
in the County of Monmouth aforesaid Merchant in the Sum of Fifty Eight Pounds Eight
Shillings and Eight Pence being the Amount Principal and Interest of the
said Recited Bond or Writing Obligatory. Now Know Ye that the said
Archibald Mordecai for and in Consideration to him in hand paid by Thomas
Imlay of Freehold aforesaid Husband of the before the Sealing and Delivery
of these presents the Receipt whereof he the said Archibald Mordecai doth
hereby acknowledge Hath Bargained Sold Assigned Transferred and Set over unto the said Thomas Imlay his Executors Administrators and Assigns the
said Recited Bond or Writing Obligatory and the Money or Amount Principal of
the said Recited Bond or Writing Obligatory and the Interest thereupon
now due and owing or which may at any time hereafter become due
thereon and all his Right Title and Interest of in and to the same And
every part thereof And the said Archibald Mordecai Hath Constituted
and Appointed and by these presents Doth make Constitute and Appoint the said Thomas Imlay his
Executors or Administrators his true and lawful Attorney or Attorneys
irrevocable for him and in his Name or in the Name or Names of the Executors or Administrators but for the Sole and proper use and benefit of the
said Thomas Imlay his Executors Administrators or Assigns to
ask Require Demand Sue for Attach of the said Peggy or her Executors
or Administrators the Money now due or to become due on the said Recited
Bond or Writing Obligatory And on Non payment thereof to the said

Thomas

Mayor's Court at Madraspatanam

Tuesday the 5th day of March Anno Domini 1776.

Present

John Turing Esquir. Mayor
George Smith &
Chas Edw. Jones
George Savage &
Aldermen

Between Roland Mordaie Son of Pongalondy Mordaie of Said Town Inhabitant Complainant and Pongapa Naiken of Said Town Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand Was Court doth therefore Look fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum and Just Sum of Fifty Eight Pagodas Eight Fanams and Thirty Cash (Pags 58. 8. 30.) together with all such Interest as now is or shall hereafter become Due thereon Until full Payment is made also all Cost of this Suit

Allowed

Saith saith true Direct and perfect Answer make to all and
Singular the Matters and things therein before declared and
Alledged as fully truly and effectually to all intents and purpo-
ses as if the same were here again repeated and particularly
Interrogated and that he may be hence dismissed with his reasonable
Costs & Charges sustained by reason of this his unjust Vexation
the aforesaid Sum of One Thousand two Hundred and Seventy
Pagodas Eleven Fanams and One Cash with all such further
as now is or shall hereafter become due thereon also all the
Costs of this Suit

May it please this Honble Court to cause the
said Bonda Bonna Longuy to be summoned and required by
the Sheriff of Fort Saint George Town of Madras peforesaid to
Appear at a Certain time and place to be by this Honble Court
prefixed and appointed then and there to answer this Your Orators
Bill of Complaint and further to Stand to and abide by
such Order and Decree therein as to this Honble Court shall seem
meet

Chas. Bromley

Solr Complainant

Account Current with Messrs Douglas

				£	S	D	£	S	D
1773 March	31	By Freight to Madras for Sunn Rockwood & Hugh Cumberlege Order for Amount of Freight on 300 Bags of Rice shipped for Sunn Rockwood by Mess[rs] Rowlins at Calcutta @ 3/6 per Bag as [illegible]					180		
		By Ditto for Sunn Rockwood for Amount of Freight on 111 Gunny Bags shipped by Mess[rs] Rowlins Lott from Chingapatam to Madras @ 2/ per Gunny					22	4	
		By Cash Received from Rangapah Pulwah for Freight for 18 Bales of Goods shipped for Sunn Rockwood from Bengal to Madras					36		
August	2	By Cash paid to Calcutta in 1773 for Amount of Freight on 60 Gunny Salt shipped for Sunn Rockwood from Bengal to Bengal @ 2/ per Gunny					120		
March	31	By Interest on the following Sums from the above Postation date to the Day @ 5 per Cent							
		Per 180	7 M 5 D	11	26	14	7	16	
		220	1 1	17	19	32	25		
		36	11	25	2	30	19		
		420	7 5	20	2	32			
							52	12	
		Carried Over					£ 413	12	

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(203)

		£	s	d
Brot Over		118	4	6
		13	12	
1774	10th Contra			1074 10 7½
March	30 Balance Due			1270 11 6
	Curt Pags			2274 2178

March 1774
Excepted
John Douglas

Complainant and Bundade
Beeree Lingoon of Madras
Merchant Defendant

It Appearing by the Records of this Court that the Space of six Months the time Limited by his Majesty's Rules & Orders since the return of the Warrant of Sequestration issued the Defendant effects and that the Defendant hath not made any appearance in Court to Answer the Complainants Bill this Court doth therefore think fit to Order and Decree and it is Accordingly Ordered and Decreed that the Defendant shall pay unto the Complainant the full and just sum of One Thousand two Hundred and Seventy Pagodas Eleven Fanams and Six Cash Curt Pags 1270. 11. 6 Together with all such Interest as now is or shall hereafter

Court the said Sondawary Effectually and wilfully Refuses to pay the Same
or to give Your Orator any Manner of Satisfaction touching the Premis
-es Your Orator therefore Prays a General Relief in the Premises
Such as to this Honble Court Shall appear Agreeable to Equity and
good Conscience To the End therefore that the said Sondawary May
upon his Corporal Oath full true Direct and Perfect Answer make
to all and Singular the Matters and things herein before Setforth and
Alledged as fully truly and Effectually to all Intents and Purposes
as if the Same were here again Repeated and Particularly Interrogat
-ed and that he may be Decreed to pay unto Your Orator the Afores'd
Sum of Eighty Three Pagodas and Eleven Fanams with all such
Interest as same is or shall Amount due Thereon also all
Costs of this Suit

May it Please the Honble Court to Cause the
said Sondawary to be Summoned and Required by the Sheriff of Fort
Saint George Town of Madras patnam 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
Answer the Your Orators Bill of Complaint and further to Stand
to and abide by Such Order and Decree therein as to this Honble
Court Shall Seem Meet

Jos. Aug.st 1775

This Bill was shown to me in the
Day of Aforesaid Last
aforesaid Term Before
Returnable next Court Day

Jos Maubray
Mayor

P. Nyres
Atty for the Compl.t

117

To all People to whom these Presents shall Come Greeting Whereas
Sundarasy of Madras Merchant on the Bottom of an Account Current
bounds thereof having date the Twenty ninth Day of July in the
Present Year of Our Lord One thousand Seven hundred and Twenty Five
Original on the thereof Sundarasy Bond or Obligation & Compromiss
of Madras Merchant Stands Indebted unto the said Compromiss
in the Sum of Eighty three Pagodas and Eleven Fanams Current
money of Madras Now Know ye that the said Compromiss for
divers Considerations them hereunto hard paid by John Seaman of
Madras Inhabitant at or before the Sealing and Delivery of these
Presents the Receipt whereof they do acknowledge, he the said Compro-
promiss doth Acquit and Discharge and by these Presents Doth
Acquit and Discharge unto the said John Seaman his Executors and Admi-
nistrators but for the sole and Proper Use and benefit of the said John
Seaman his Executors Administrators and Assigns to Ask Require
Demand and Receive of the said Sundarasy his Heirs Executors
and Administrators the Money Due and to become Due on the said
Account Current and on mortgagement thereof the said John Seaman
his Heirs Executors and Administrators to Sue for and Recover the
same and on Payment thereof & Deliver up the said Bond and
Account Current and give sufficient Release and Discharge

Therefore

No

Madam of the Court Plaintiff
And Captain and Dame
Widow of Madras Merchant
Defendant

It appearing by the Records of this Court that the
Space of Six Months the time Limited by his Majesty's Charter is
elapsed since the Return of the Warrant of Separation issued against the
Defendants Effects and that the Defendant hath not appeared upon
Summons in Court to Answer the Complainants Bill This Court doth
therefore fit to Order and Decree & Accordingly Order and Decree that
the Defendant shall pay unto the Complainant the Sum of and Sum Sum
of Eighty three Pagodas and Eleven Fanams & Pagl 83 Eleven Fanams together with
all such Interest as accrueth or shall hereafter become Due thereon
Until full Payment is made also all Costs of this Suit

Allowed

Fort St. George 19th March 1776

To the Honorable the Mayors
Court at Madras Fort St. George

Humbly Complaining Sheweth unto this Worlds Court
your Orator Stephen Orme Esqr of Madras Merchant That Mr. Lewis
Younger Brother of the same place Merchant stands Indebted unto Your Orator
in the Sum and just Sum of Three hundred and Twenty Seven Pagodas
and Thirty Nine Fanams Current Money of Madras making in Sterling
Money of Great Britain at the Rate of eight Shillings for every
Pagoda the Sum of One hundred and Thirty One Pounds and Two Shillings
or thereabouts being the Ballance of an Account Current heretofore thereof

For

(258)

Dr. Mahomed Yacoob Cawn in Account Current with Stephen Bramfield Esq.

1775				1776			
Dec.	31	To Sundries as per Account	345	Feby	16	By Cash Lodged in Bank	30
		To Interest on Ditto from the 31st Decr 1775 to the 31st March 1776 is 3 Months & 15 Days at 9 pr Cent pr Annum	13 8			By Interest on Ditto from the 16th Feby 1776 to the 31st March 1776 is 1 Month & 15 Days at 9 pr Cent pr Annum	2 12
						By Balance due	34 12
		Pagodas	358 8			Pagodas	358 8

Fort St. George 31st March 1776

Errors Excepted

for

Stephen Bramfield

Mayors Court at
Madraspatnam

Tuesday the 26th day of March
Anno Domini 1776

Present

John Turing Esquire Mayor
George Moubray James Cull Esq
George Proctor Aldermen

Between Stephen Bramfield of
Madras Merchant Complainant and
Mahomed Yacoob Cawn of Madras
Merchant Defendant

The Defendant being in Court and Acknowledging
the Service of the Complainants Bill and this Court doth Assign
Monday

and good Consience To the End Therefore that the said Yacob Cowen 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 that he may be Decreed to Pay unto your Orator the aforesaid sum of Eight Hundred and Fifty three Pagodas Twenty Fanams and Sixty One Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Yacob Cowen to be Summoned and Required by the Sheriff of Fort St. David George Town of Madrespatnam and the District thereof Personally to be and Appear before this Honble Court Replead and Approbate this Bill to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court

Shall Seem Meet

Dan. Shaw

Atty for the Complainant

28th March 1776

Sworn to in Court on the Day of Appearance the Complainant having made Oath to the Contents of this Demand and that he hath Reason to believe the Defendant will withdraw himself from the Jurisdiction of this Court on hearing that a Bill is Filed against him Let a Summons Returnable immediately and a Warrant of Arrest Issue

Sthen Swaine Mayor

Yacob Cowen ——— Cr.

1775 Dec. 15th To Sola Amount of Your Noting Allegatory of the sale Pagoda's 3 Months after date	808. 3p. 31.
To Interest on the same from Dec. 15th day of 1775 to the 21st day of March 1776 or 3 Months and 8 days at 9 p. Cent p. annum	44. 23. 30.
Madras 25th March 1776	Pagodas 853. 20. 61.

Errors Excepted. Denis Phillippus Calandar

x21

Madras making in Sterling Money of Great Britain at Rate of
Eight Shillings for every Pagoda the Sum of Seventy four Pounds and
Five Shillings or thereabouts as doth more particularly and at Large Appear
by an Account Current herewith annexed for the Inspection of this Honble
Court which your Orator prays likewise may be Admitted as part of this
his Bill of Complaint And your Orator further Sheweth unto
this Honble Court That he hath frequently and even Amicable manner
Required Payment of the aforesaid Sum of Sixty two Pagodas Thirty One
Fanams and Forty Cash from the said Obregon.

But now so it is may it Please this Honble Court the
said Obregon Obstinately and willfully Refuses to pay the same or to give
your Orator any Manner of Satisfaction Touching the Premises Your
Orator therefore Prays a Genl Relief such as to this Honble Court shall
appear Agreeable to Equity and Good Conscience To the End therefore
that the said Obregon 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 truely and Effectually to
all Intents and purposes as if the same were herein again Repeated and
Particularly Interrogated and that he may be Decreed to pay unto your
Orator the aforesaid Sum of Sixty two Pagodas Thirty One Fanams and
Forty Cash together with all such Interest as now is or shall hereafter become
Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said
Obregon to be Summoned and Required by the Sheriff of Fort Saint
George Town of Madraspatnam and the Districts thereof Personally
to be and appear before this Honble Court at a certain time and Place
to be by this Honble Court prefixed and Appointed then and there to
Answer this Your Orator's Bill of Complaint and further
to Stand to and abide by such Order and Decree as
thereon

And for Divers other good Causes and Considerations the said Thomas Rowland and the said Thomas Rowland his Executors Administrators and Assigns the said Recited Covenant and the said Sum of Sixty five Pounds Ninety One pounds and Sixty Cents and all Interest now Due or which shall or may hereafter Accrue and grow due by Virtue thereof and the Penalties of Payment thereof by the said Recited Deed to the said Francis Hutton his Executors Administrators and Assigns from time to time and at all times hereafter well and truly to Save Keep Harmless and Indemnified and Defended against all and every Person and Persons whatsoever Claiming or to Claim the same or any part thereof by from or under him her or them or by his her or their Means Title Act Consent or Procurement and the said Thomas Rowland for himself his Executors Administrators and Assigns doth Covenant Promise and Agree to and with the said Francis Hutton his Executors Administrators and Assigns by these Presents in manner following that is to say That he the said Thomas Rowland his Executors Administrators or Assigns shall and will from time to time and at all times hereafter Save Keep Harmless and Indemnified the said Francis Hutton his Executors Administrators and Assigns and all and every other Person and Persons Claiming or to Claim any Estate Right Title Interest or Property of in or to the said Recited Indenture of Mortgage or the Premises therein Mentioned or any part thereof by from or under him her or them or by his her or their Means Title Act Consent or Procurement and shall and will from time to time and at all times hereafter Pay and Discharge all Taxes Rates Duties Charges and Assessments whatsoever Charged or to be Charged upon the said Premises or any part thereof by from or under him her or them or by his her or their Means Title Act Consent or Procurement and shall and will from time to time and at all times hereafter Indemnify and Save Harmless and Keep Indemnified the said Francis Hutton his Executors Administrators and Assigns and all and every other Person and Persons Claiming or to Claim any Estate Right Title Interest or Property of in or to the said Recited Indenture of Mortgage or the Premises therein Mentioned or any part thereof by from or under him her or them or by his her or their Means Title Act Consent or Procurement of and from all and every Charge and Incumbrance whatsoever Charged or to be Charged upon the said Premises

(23)

One Thousand Seven Hundred and Seventy five.

In the Presence of

Jurors

Mayors Court at

Madraspatnam

Tuesday the 26 day of March

Anno Domini 1776

Present

John Turing Esquire Mayor

George Moubray James Call

George Proctor Aldermen

Between Vencata Kistnan

by his attorney Pascal Drave

of Madras Inhabitant Complainant

and Chingan of the same place

Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have passed for the Defendant to Answer the Complainants Bill which he has Neglected doing. This Court doth therefore think fit to Order and Decree and do Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum and Just Sum of Sixty Two Pagodas Sixty One Fanams and Forty Cash Pags. 62. 31. 40. Together with all such Interest as more is or shall hereafter become Due thereon Until full Payment is made also all Costs of this Suit

MCR

which said House and grounds are the sole Property of your Petitioner, as will more fully and at large appear by Chantley Certificate Marked Letter A and a Chantley Bill of Sale Marked Letter B hereunto annexed for the Inspection of this Honble Court to which your Petitioner most humbly Refers and prays that they May be admitted as part of this his Petitioner

Your Petitioner therefore most humbly Implores the Aid and Assistance of this Honble Court in the Aforegoing Premises and Prays that the said Unjust Seizure may be stopped and the Seals of the Sheriff taken off the said House and grounds And that your Petitioner may be put in Quiet Possession of the said Premises And that the Cost, Charges, Damages and Expences occasioned by the said Unjust Seizure may be Awarded to your Petitioner — And your Petitioner as in Duty Bound

Shall Ever Pray

Dan'l Shaw

Atty for the Petitioner

A

This is to Certify that Velaudah hath this day appeared before the and Declared that he has Lost the Bill of Sale of his House and Ground which is Registered in the Chantley Register N° 610. Containing in Length from East to West at the North side One hundred and twelfeet and at the South side One hundred and Nine feet and in Breath from North to South Forty Nine feet, which Premises are Situated at Pilla Naicke Pallah in Pungolye Street Between the Houses of Muttarambalam Cundapah and Alagapah which Premises he formerly bought from Sadiapah, and the said Velaudah does that he is now in Full and Lawfull Possession of the said Premises free from any Mortgage or Incumbrance whatever and that the said Premises are of the Value of

Two

File No 23. 1774

Between Charles Smith Complainant
and Isaachellum Defendant

The Answer of Charles Smith
of Fort Saint George Esqr Complainant
to the Petition of Manapauk
Velanyadah of Madras Merchant

This Respondent now and at all times hereafter saving
and reserving to himself all manner of Benefit and Advantage of
Exception to the many Errors Uncertainties Insufficiencies Untruths
and false Allegations in the said Petitioners Petition Contained for
Answer thereunto or unto so much thereof as this Respondent is advised
is any ways Material for him to make Answer unto Respondent Answereth
and saith, That true it is that this Respondent did Exhibit
a Bill of Complaint on or about the Twenty Seventh Day of December
which was in the Year of Our Lord One Thousand Seven Hundred and Seventy
Three in his Majesty's Court against Isaachellum in the said Petition named
for the Sum of One Thousand and Forty four Pagodas Six Fanams and
Six Cash and Interest as will more fully appear on Reference to the
said Bill of Complaint and the Account Current thereunto Annexed
That on or about the Eleventh Day of January in the present Year
of Our Lord One Thousand Seven Hundred and Seventy Four this
Majesty's Court were pleased on the said Isaachellum appearing
and Acknowledging the Justness of the said Debt sued for to grant a
Decree for the same, which he the said Isaachellum not having taken
Effect this Majesty's Court were further Pleased to Grant a Warrant of
Execution Directed to the Sheriff of Fort Saint George Sworn of Madras peat-
-ons and the Bailiffs thereof to seize the Effects of the said Isaachellum
for the Amount of the Sum Sued for Acknowledged and Decreed
with

And he said Respondent Le Bouthillier Durand or Raymond de
Respondent or Son Savachallenne, the said Defendant in this
Cause, and Le Bouthillier Morin who is Still Living and Comm
Longueuil Durand all Nephewes to the Said Petitioner the
Respondent for the Answering Thereto unto the Rule last
Marked A and B to the Petitioner Said Petition, the one
a Certificate founded on the Declarations of the Said Petitioner
only of the Life of a Bill of Sale Registered in the Chambly Court
in the Minute of the Petitioner, And the Other a Bill of Sale of
a piece of Ground in the same Manner as of the Petitioner was not
a Relation to the Said Savachallenne whereas it is and has been a
Law and has been Customary Time Immemorial among those
of the Malabar Cast for the Eldest Son of a Family to Succeed to
all Honours Relative to Houses, Ground, and Buildings in his
own Name, Notwithstanding there are Several Brothers or their
Descendants Joint and Co-equal in the property until a
Division by Mutual Consent of all parties and Riserves
takes place, and General Releases or Discharges of and from
all Concessions have been Mutually Entered into Interchanges
and properly Authenticated by the Heads of the Cast, But such
Eldest Son is by no means Entitled to the whole Concerns or
property of or belonging to the Family Because every thing
a Sette Dad may be in his Name, he only Acts for and on
Account and for the Use of the Family who are still Equally
Intitled to a proportion or Share of the Estate or property belong
ing to the Family As if the Sette Dad were not or such
Eldest Sons Name and the Business of the Family

Translated

Instant Hon^ble Court which the Respondent refused saying not
only Justly Entitled to Instant Hon^ble Court well knowing that the
said Sarah Allen was Entitled to some of the property belonging
to the said Estate Hon^ble Court the whole of the Respondent
further answering says Leave further to shew unto this Hon^ble Court
that the said Petitioner on or about the Ninth day of February
now last past applied to the said Sarah Allen Hon^ble Court that
Some of the Custody of the Sheriff in Power and under expectation
of paying the said Debt Due from the said Sarah Allen
to the Respondent Immediately and procuring the said Sarah Allen
Enlargement the said Petitioner Compelled the said Sarah Allen
Allen to sign a Bond or Open Writing purporting that he the
said Sarah Allen was Entitled to the said Petitioner in the Sum
of Two Hundred Pounds and upwards on upon Violation of the
Laws of England in that Case which Provides that all Bonds
Contracts Conveyances of Real or Personal Estate or property fraudulently
obtained made or Executed by persons in Gaol or the Custody of any
Sheriff or other Officers for Debt is Void But notwithstanding the
said Illegal Advantage which the said Petitioner did as
aforesaid take of the said Sarah Allen Situation and which the
said Sarah Allen Complyed with as Doubt by Reason
Unreasonable Confinement Yet he the said Petitioner
Discharged the said Debt or any part of it, But the said Respt
has Refused the said Petitioner to this Hon^ble Court making the
Unjust Demand therein Specified with an Intent to wrong
both the Respondent and the said Sarah Allen, which said Bond
or writing Obligatory the Respondent prays the said Petitioner
may be Obliged to produce for the Inspection of this Hon^ble Court

And

Exhibition Jurisdiction without further Power or Privilege to the Petitioners
as the Court

Whereas the Jurisdiction Authority Privileges Powers
Immunities and Exemptions of Wrongs arising from Deed out
of a Certain Village called Pannagar the same shall become the
property of Valangadah the Petitioner and whatever Power
Power of arresting the said Valangadah shall have expended or may
hereafter be put shall be for the Sole Use and Benefit of the said
Valangadah the Petitioner

A dwelling house separate from the one Judged
by the Sheriff shall be given by Valangadah the Petitioner to
and for the Use of Davendrettan the Original Defendant and
his Cousin his Brothers Mother and Relations and their
Respective Families and Descendants Distinct from the
present Dwelling House Enjoyed in Common by all parties
to with the One Judged by the Sheriff as before stated

In Consideration of the above mentioned free
Notarial General Release and Final Discharge shall be mutually
interchanged between Valangadah Moodelier the Petitioner
Davendrettan moodelier the Original Defendant with his Cousin
Mootoo Moodelier his Brothers and the Widows and Sons of Annan
Pangoo his Deceased Brother and each of their Respective families
Relations and Kindred from all Claims and Future Demands
on Each other Either Real or personal and none of the parties
hereafter shall have any Connexion with each other but Live
and be entirely Distinct and Separate The Original of
which Deed being in the hands or Possession of the said
Petitioner

Crastus the said Sarachellum Continued to Dwell Near unto the
Kings house taken into Custody by the Sheriff on Account
of a Debt Due to Sarah and Drake Esquire in a Certain
Suit now depending before this Honble Court, and that from
the Day the said Sarachellum was taken into Close
Custody by the Marshal and Keeper of his Majesty's Gaol
to the time of the Sheriff Seizing the said House the
Petitioner Constantly sent the said Sarachellum, the Original
Defendant in this Cause Victuals every Day by the Governs
Goal, the place of Sarachellums Confinement, in the
Usual and Customary Manner as Brothers of one and
the Same Family all ways do when no Division of Estate and
Effects or General Releases and Discharges Passe each other
have taken place But soon after the said House was Seized by
the Sheriff the said Petitioner Desisted from Sending the said
Sarachellum any more Victuals, Except upon a Petition
Void of Truth, as of there had been No Family Connexion
between him the said Petitioner and the said Sarachellum,
in order to portract Time, and Secure the whole of the Said
Family Estate to himself if Possible, that the said Sara-
chellum to an Unnecessary Expence and to throw an
Odium on the Sheriff and other Officers Employed in
making a Lawfull Seizure, as well as to give Unnecessary
Trouble to this Honble Court, for all which Reasons this
Respondent Humbly Hopes this Honble Court will be
of Opinion that the said Petitioner's Petition is Litigious
and Vexatious, and only Calculated to Distress and

Harke

to the said Deed of Thos Dudare?

1st Answered by the Complt by Deponent } 2d Q. Do you or Do you not know or believe that the said Petitioner or any other Person or Persons by Deponent by the Complt or by Order of him or them had Possession of the said Messuage or Tenement and Premises for Twenty Years or more before the Commencement of the said Suit? If Yes, Do you or Do you not know whether the said Petitioner or any other Person or Persons by his or their Order or Direction did or did not Occupy the said Premises during the said Term? If Yes, Do you or Do you not know what Became of the said Deeds or Writings? If you know, Declare the same as fully as you can? — Do you or Do you not know whether the said Petitioner or any other Person or Persons by his or their Order or Direction did or did not Occupy the said Premises during the said Term? If Yes, Do you or Do you not know what Became of the said Deeds or Writings? If you know, Declare the same as fully as you can? — Do you or Do you not know whether at any time, and when, any Tenements or Buildings were Erected or Built on some and what Part of the said Grounds, If Yes, what Tenements or Buildings are Erected or Built on the said Grounds when and by whom were they Erected or Built and at whose Costs and Expence? — And Do you or Do you not know whether the said Petitioner has been at any time, and how long in Quiet Possession of the said Grounds and Tenements or Buildings Known? — The Whole of these matters according to the best of your Knowledge Remembrance and Belief together with the Reasons of such your Belief fully and Particularly Declare —

3d Answered by Complt and Thos Mary and Nicholas Simmons } 3d — Do you or Do you not know the Laws and Customs practised and used by the Indian Nations Residing in this Place, of the Pagan Religion, If Yes, Do you or Do you not know what the Customs are among the said Indians Nations, Nephews Brothers Kindred or Relations to be any ways Entitled to the Estates

Name of Party and how made, at Law by at and how Did
that manner that you make the Knowledge Knowledge and how
by what Party Agreement Did you for the Amount of the
Many had not a Agreed and by whom? The Whole of the
Matter according to the best of your Knowledge Remembrance and
belief together with the Reasons of and your Belief fully and Plainly
and fully Declare —

Edward Morley
D. Gubbins
Wade

Q. How long have you not at any time Dealt
to any great Extent in Malt to Ralph Morley Esq. or
from him Malt Liquors for Sale by the
Defendant to the Defendant, If Yes by whom was you
asked and was not the Defendant Morley ever Indebted to you at
the time of your Examination He resist to which your Answer
was Indebted and was they and each of them of your own
Separate Land Working and did not the same Defendant at the
time you so Indebted you Name Declare that the said
Ralph Morley was Sworn and Granted by him to the said Plts
Voluntarily and of his own Proper Motion what is to say whether
Yea? The Whole of this Matter according to the best of your
Knowledge Remembrance and belief together with the Reasons
of such your Belief fully and Distinctly Declare?

To all the Witnesses

Q. Do you know of any other Matter or Thing or have you
Heard or can you suppose any thing touching the Matters
Contained in the Bill of the Plaintiffs that may tend to the Benefit or Advantage
of the Defendant? If Yes Declare What it is or you know
have been informed or do believe together with the Reasons of
such your Belief as fully as if you had been thereunto Duly
and Particularly Examined —

Dan'l Shaw
Clerk for the Defendant

At the Mayors Cutchery were Present the Worshipful Mayor & Aldermen at the time of the Examination hereof as also Mr Thomas Office for the Defendant and at Issue on the Plaintiffs Bill the Mayors Court at Madraspatnam between Velangadah of Madras Merchant in Pattamar and Charles Smith of Fort Saint George Esquire in Respondent in a Plea of Debt wherein the said Charles Smith is Complainant and Sashachellum of Madras aforesd Merchant Defendant the 18th Day of November Anno Domini 1774—

Welch
Clerk

At the Mayors Cutchery were present the Worshipful Mayor & Aldermen at the time of the Examination hereof as also Thomas Office for the Defendant and at Issue on the Plaintiffs Bill the Mayors Court at Madraspatnam between Velangadah of Madras Merchant in Pattamar and Charles Smith of Fort Saint George Esquire in Respondent in a Plea of Debt wherein the said Charles Smith is Complainant and Sashachellum of Madras Merchant is Defendant this 18th Day of November Anno Domini 1774—

Welch
Clerk

Mayors Court at
Madraspatnam.

Between Mangapuckum
Velangadah of Madras Merchant
in Pattamar and Charles Smith
of Fort Saint George Esquire in
Respondent in a Certain Plea
Cause wherein the said Charles
Smith is Complainant and
Sashachellum

Petitioner did also purchase a Piece or Parcel of Ground from Lydia
Ann Nedrigard & the Executor of Lydia Ann Nedrigard was
the Petitioner in this Cause and that he did purchase the same
Fifteen years ago or thereabouts but that the Deponent does not
know for how much Money that the Purchase was about
One Hundred and Eight Feet by Forty or the Deponent thinks
and that the Ground in Front Main Street and that the
Piece or Parcel of Ground the Deponent doth know but understands
he did for the other Piece or Parcel the Deponent knows not
and that the said Deeds or Title Deed after
it was procured and signed by the Deponent he delivered it
to the Town Principals and that the Deponent does know
not or ever understood Petitioner purchased the said Piece or Parcels
of Grounds that any Erections or Buildings were Erected or Made
on both Piece or Parcels of the said Grounds and that the Erections
or Buildings Erected or Built on the said Grounds are a Stone and
Brick Store or Erected or Built at the Instance and Expence of
Mary Ann Nedrigard Late Petitioner in this Affair as the
Deponent knows and that the Deponent does know that the
said Petitioner has been in Quiet Possession of the said Grounds
and the Erections or Buildings thereon ever since he purchased
them and never said nor did this or the last Interrogatory

Welch

Cann

Mayors Court at
Madrasspatnam

Between Plaintiff
and
Defendant

Depositions of Witnesses taken in the Cause by and before the Commissioners in the Last mentioned Commission named

Memorandum Chearry of Deposition had at Council at Madras Morning Sitting 11 June a Hundred being Continued as a Sitting in the Cause on the Part of the Petitioner on the 26th Day of November 1774 Present as before at the Office of Mr Schaghen in the Fort for the Respondent by Candlelight only Present as the other Light Lion & Mr Ellis of the Plaintiff Attorney of the Defendant and afterwards on the same Day being Continued Deposition as follows viz

The first Interrogatory this Deponent saith that he doth know the Petitioner

A37

Depositions of Witnesses taken on the Part by Defendant Examined on the Oath as followeth

Manapaukum Pelangadeh of Manapaukum Fort at Point at Madras Inhabitant aged 39 Years or thereabouts being Sworn as a Witness on the Part of the Defendant says on the 22d day of November 1774 Mr Powney of the Firm of Sykes & Co who is Attorney for the Respondent by Candeyah my Servant who also left him at the same time and Place of which of the said Deponent and after Dinner the same day being duly Sworn and Examined Deponeth as followeth

1st To the first Interrogatory this Deponent saith that he did know the late Manapaukum Pelangadeh in the Cause and that he died in Moon Lives Fifty Years or thereabouts but that he does not know the Respondent Charles Smith Esquire in this Cause but that he did know Mr Chapman Sarkarchullum in this Cause and that he died Moon Lives Thirty years or thereabouts and more saith not to this Interrogatory

2d To the fourth Interrogatory this Deponent saith that he does not know but has heard hereing Children Nyngah the Father of the Children he had four Children and he Sons by name were Vengadah and Nagreeny and the Daughters Nagata and Vengata and by the Second Wife he had Manapaukum Pelangadah the Petitioner in this Affair and three Daughters and by name Bucharamah Nimmah and Nallatee that this Deponent does know that they were brought up with their Father and Educated at his Expence and under his own inspect Manapaukum Pelangadeh who after he was Four years of age went to the House of one Chinnatumby where he was at the Expence of his Education as the Deponent has heard but that this Deponent does not know what Right or Title they or any of them have to the Premises in Dispute in this Affair and that this

Deponent

(A 29)

(264)

To the 2nd Interrogatory The Deponent saith That He hath heard that Nymphas the Father of the Petitioners had eight Children by two Wives, by first Wife two Sons and three Daughters named Nyamwaya Nyanta and Nyanta by the two Sons and by the Wife two Daughters named Nyanta and Nyanta but this Deponent does not recollect Names of the other — And that all the Children except Ndiangwa were brought up and Educated at the Expence of their Father — and that Ndiangwa was brought up and Educated at the Expence of one Chimatondy Mordecai — And that the Right and Title Key or any of them have to the Premises in Dispute in this Cause is the said Premises belonged to their Father and Deponent believes — Nyanta Key have a Right or Title to the Premises in Dispute and that this Deponent does also know how many Children Nyamwaya the Father of the said Petitioners had and that he had Five Children all by one Wife and that they names were as Complainant Stated before

And that this Deponent does not recollect Names of the other — And that all the Children except Ndiangwa were brought up and Educated at the Expence of their Father — and that Ndiangwa was brought up and Educated at the Expence of one Chimatondy Mordecai — And that the Right and Title Key or any of them have to the Premises in Dispute in this Cause is the said Premises belonged to their Father and Deponent believes — Nyanta Key have a Right or Title to the Premises in Dispute and that this Deponent does also know how many Children Nyamwaya the Father of the said Petitioners had and that he had Five Children all by one Wife and that they names were as Complainant Stated before

And that all the Children except Ndiangwa were brought up and Educated at the Expence of their Father — and that Ndiangwa was brought up and Educated at the Expence of one Chimatondy Mordecai — And that the Right and Title Key or any of them have to the Premises in Dispute in this Cause is the said Premises belonged to their Father and Deponent believes — Nyanta Key have a Right or Title to the Premises in Dispute and that this Deponent does also know how many Children Nyamwaya the Father of the said Petitioners had and that he had Five Children all by one Wife and that they names were as Complainant Stated before

And that all the Children except Ndiangwa were brought up and Educated at the Expence of their Father — and that Ndiangwa was brought up and Educated at the Expence of one Chimatondy Mordecai — And that the Right and Title Key or any of them have to the Premises in Dispute in this Cause is the aforementioned Premises — and more saith not to this or the last Interrogatory —

Complainants Key

J Welch
Comt

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Knows how many Children Nyanapal the Father of the Defendant had and that he had the Children by two Wives and by the first Wife he had Two Sons and two Daughters and by name Vengapah Nagamoney Vingata Nagata by the second Wife he had One Son and one Daughter and by name Manapaukum Valangadah and Mallay and that they were brought up and Educated at the Expence and under the Care of their Father except Manapaukum Valangadah who after he came to the Age of Ten Years went to live with one Chinnatamby Mondaliar as this Deponent has heard — That this Deponent does not Know what Right or Title they or any of them have to the Premises in Dispute in this Affair — That this Deponent does Know how many Children Nagamoney the Father of the said Defendant had and that he has Three Sons and one Daughter all by one Wife and Surnamed Ramalingum Sathasheliam and Martin but this Deponent does not Remember the name of the Daughter — That this Deponent does not Know in what manner but that they were all brought up at the Expence and under the Care of Chinnatamby Mondaliar as this Deponent has heard that this Deponent does not Know what Right or Title they or any of them have to the Premises in Dispute in this Affair — And more saith not to this Interrogatory —

To the last Interrogatory this Deponent saith that Ramalingum went to Vandarah and Aalai or Dabah During his stay there he brought the Paardiga Lands Pongaragary Village as this Deponent has heard — And more saith not to this Interrogatory —

Welch
Interpt.

Edwd Walboff

To the fifth Interrogatory the Deponent saith that he hath heard
that Monsieur de Bienville & the said Defendant do in the
Deed of Lease all the Right and Title to the Privilege Lands
at Pongnagar Village & the Petitioner and that the Name
thereof that he and Monsieur do have the Right and
Title to the said Lands, nor that the said Monsieur Bienville
the Petitioner or his Heirs might take care of the said Monsieur
Family — that the Deponent doe know that the said Petitioner
has at different times paid and some Sums or Sums of Money
for the Benefit of the Privileged Lands and that he has or had not
Twenty or thirty Negroes many Years since the Death of Monsieur
Pongnagar and how this Deponent came to the Privilege knows
not he is Servant to Monsieur Bienville and that he has not
the Records and that there was a Writing Agreement or Bond given
for the Account of the Money paid and as aforesaid and that it
was given by the Petitioner the Defendant or his Agent — Answers
saith to this Interrogatory. —

To the last Interrogatory the Deponent saith that he hath heard
& Monsieur Bienville the Petitioner or his Agent
paid to the Privileged Lands at Pongnagar Village but he does not
what Bond for the Amount and many of the Inhabitants who were
at that time employed in the Land to Negroes, this Deponent replied
that he would not deliver out the Bond without first acquainting
the Inhabitants and that of the agreed thereto he would deliver out
the Bond and many of the Negroes to whom the Deponent accordingly
went to the said Inhabitants who denied him this Deponent
to deliver out the said Bond promising to whom thereto, this
Deponent accordingly drew out the said Bond and carried it

for

a Kanakah being Cworn on a Writing on this Commission Part of the Petitioners was on the 16th day of November 1774 shown and Given at the Office of Mr Robertson who is attorney for the Respondent by Cudjoe a Coromantee Servant who also left them with Mr Dallas of which 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 that he the said Deponent is a Negroe Man Slave belonging to the Petitioner and that he is about Forty years of Age

To the 2d Interrogatory this Deponent saith that he doth know the Respondent Charles Smith in the Cause and that he doth know him Fifteen Years or Upwards and that he doth also know the Defendant Richard Dunn in the Cause and that he doth not know him Forty Years or Upwards and never spoke unto to this Interrogatory

To the 3d Interrogatory this Deponent saith that he was at Seven Years but not Eight when asked to sign his name as a Witness to a Deed of Writing Bond or Agreement in the Mandingo Language given and Granted by the said Defendant to the said Petitioner and that this Deponent was so asked by Mungo Kamma Salmegada the Petitioner in this Affair and that the Deed of Writing was performed to know at that the time of this Examination as the same by which his name is subscribed and also of this Deponent Own Hand Writing but that the said Defendant was not present at the time this Deponent so Subscribed his name or that the Matter or Things herein interrogated and more saith not to this Interrogatory

To the last Interrogatory this Deponent saith that

Mungo Kamma

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(Pl)

Interrogatories exhibited
& made to be asked to the
on Behalf of the Plaintiff
Respondent in a cause depending
in the Court of Admiralty
of Madras between
Plaintiff
and
Defendant

To all the
Witnesses

1st Do you know the parties Complainant & Defendant
Petitioner and Respondent in the above cause and either or any of them
If you Know how long have you to your Knowledge
known them

To Madah Seebergahe Moodelly
Chitty Colley Condapah Moodelly
Chitty Colly Seevagoonen Moodelly
Annagary Moodelly
Seevaroad Annadegan Moodelly
Permbalore Mootoo Modeliar
Jaman Ellum Mootoo Modeliar

2d Do you verily believe that the Plaintiff
abovenamed has the Petitioner in the Appeal and the
above named Defendant the Respondent in the
above Cause are or are not related to each
other If Yea in what Relations are they to each
other and from whence do they derive such
Relation to the said Petitioner & Respondent

Sworn before me at Madras this day of
A.D. 1800

Before me

Registrar

The Family of the said Petitioner and the said Defendant, If you
Know or have been told Declare what Houses Grounds and Premises
belonging to the said Family or any you know or believe? Do or do not the
said House Grounds and Premises in Question come under the
Custom alluded to in the preceding Interrogatory? Declare
what the said House Grounds and Premises the property of the said
Petitioner became By or in the name or Names and how? &c.
Declare what the said Defendant to Answer and what
Share thereof the whole of Such Matter According to the best of
your knowledge Remembrance Information and belief together
with the Reasons of such your belief fully and particularly Declare?
Paradatora Moodaliar 5th Do you or do you not know the House Grounds and
Premises in Question, And which are described in the Copies Writings
now produced and shown to you at this the time of your
Examination Marked A and B If you Do you or do you not
know to whom the said House Grounds and Premises belong, If
you, To whom do the same belong? Declare what the said House
Grounds and Premises or any and which of them or any
what part Share or proportion thereof belong to the said
the Defendant in the above Cause Declare to Maruppandiar
Valangadah the Petitioner in the Affair? The whole of those
Matters According to the best of your Knowledge Remembrance
Information and belief fully and particularly Declare?
Witness 6th Do you or do you not know by whom the said House in
Question was Built, If you by whom was it Built? Did
or did not Ramalingam Moodelly demand, Purchase of the
said Sockanathen the above named Defendant Contribute to
the

know have been informed orde believe / Never not the said
Petitioner were in Possession of any Cowley Ground or any
thing else which belonged to the said deceased Ramalingum
in his Life time / The whole of these Matters According to
the best of your knowledge Remembrance Information
and belief fully and particularly Declare /

To Nallatamby Mooniar
&
Marimuttu Mordin Mooniar } 10. Do you or do you not know that the
said Sachachellamma the Defendant and the above Causes are
related to each other, If you, what Relations are they to
Did or did not the said Petitioner marry the aforesaid Charles
Smith Esquire Deceased her Action against the said Sachi-
chellamma or at any other and what time, Either on Account
of them the said Petitioner and the said Sachachellamma being
Relations or of the said Sachachellamma being entitled to
apart or Share the House Grounds and Premises in Question
or of any the Estate belonging to the said Family or of the
said Estate being liable to pay the Debts of the said Family
or otherwise and how / If you Know or did not the said Sachachellamma
pay off or discharge the said Sachachellamma Debt to
the said Charles Smith for which he the said Charles
Smith had Commenced the said Action in Case the said
Sachachellamma would give him the said Petitioner a
full Discharge Against any other Demand on account
account of the said Family's Estate or otherwise and
how / If you Did or did not the said Sachachellamma
for any and what Reason Accept of the said offer or

Reject

in the above Cause to Offer payment of the Principal of the Debt of Charles Smith the Defendant in the said Cause to the said Charles Smith in Case the said Charles Smith would forgive the Interest thereon and allow any and what time for the payment of the said Principal If You believe any Matters According to the best of your knowledge Remembrance Information and belief fully and particularly Declare.

To Duncan Mordaunt Sackville Mordaunt and Joseph Nixon — 13th Do you or do you not know whether Mary Anne Wellington the Petitioner in this Affair did or did not at any time over about the Month of February last Tender or Offer a Set of proposals to Sir Jackson the Defendant in the above Cause to sign, If yea, Do or do not the Paper Writing now produced and Shown to You at this the time of your Examination Marked D a Copy of the same proposal that the said Petitioner so Tendered or Offered to the said Sir Jackson to Sign? Did or did not the said Petitioner tell the said Sir Jackson that if he would sign the said proposals he the said Petitioner would Discharge the said Debt to the said Charles Smith? Where was the said Sir Jackson when the said Petitioner made the said Tender or Offer of the said Proposals for the whole of these Matters According to the best of Your knowledge Remembrance Information and belief fully and particularly Declare.

To Sackville Mordaunt — 14th Do You or Did you not write the Paper Writing now produced and Shown to You at the time of Your Examination Marked D. If yea from what did you write or take

in Case they or any of them have Contracted any other Debts with any other Person or Persons they and each of them shall Discharge all such Debts out of their own Respective property without further Claim on Valayudah

4. Whereas the formerly was Installed to Sundry Privileges Emoluments and are Subscriptions or Marcys arising from and out of a Certain Village Called Parangar Heruna shall become the property of Valayudah and whatever Sum or Sums of Money the said Valayudah shall have Expended or may hereafter lay out shall be for the Use and behoof of the said Valayudah

5. A Dwelling House shall be given by Valayudah to and for the Use of Sachachellum his Brother Mooka and Ramalingum and their Respective Families and Descendants Distinct from the present Dwelling House occupied in Common by all parties.

6. In Consideration of the above mentioned Gifts Grants General Releases and Final Discharges shall be mutually exchanged between Valayudah Mooddelar Sachachellum Mooddelar Mooka Mooddelar his Brother and the Widow and Sons of Ramalingum and each of their Respective Families Relations and Kindred from all Claims and future Demands on each others Estates Real or Personal and none of the parties hereafter shall have any Connection with each other but live and be entirely Distinct and Separate.

The aforegoing is said to be a true Translation as near as can be from the Copy D. in the Malabar Language by Davy Nainden Head Interpreter

Ant. Sykes

Attt for the Respondent

And that a Mongst many Reasons I Suggested the Petitioner in this Affair is Made to Understand the Defendant in the Cause but that this Deponent does not know from whom they did Suppose but that they do Still belong to Intirely Each and every one of them not to this Interrogatory

3rd ..... To the 3rd Interrogatory the Deponent saith that He is acquainted with the Customs of the Caste of the Malabar Cast Relations to Houses Grounds among the Malabars from time Immemorial according to the best of this Deponents Information and belief for the Eldest Son of a Family to Manage and Steward the Affairs of the Family to Honour Guard such Estate House and Grounds in such Eldest Sons name and that such Eldest Son by that reason and on that Account is not Intitled to such Family and or in the name of such Eldest Son as aforesaid but that such Eldest Son Acts in the said affairs for and on account of the Family as well as himself and such Family as is much Intitled to such Estate House Ground or Property as of the Latter Wife but not in the name of and the Eldest Son of Relations Marriage Contracted by such Eldest Son - and More saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that He doth know the House Grounds and Premises in Question and which are Described in the Paper Writing now produced and shown to him at the time of his Examination Marked A & B that this Deponent does not know to whom the said House Grounds and Premises do belong That this Deponent does not know whether the House Grounds and Premises are part of the Estate which belonged to the Family of the said Petitioner and the said Sachachellam and that this Deponent does not know whether there has or has not been Alienations made of the Estate belonging to the said Family

and

Thotty Callay Cundapah Moodelly of Mahras Coniceply Aged 40 years or thereabouts being Produced as a Witness in this Cause on the Part of the Respondent was on the 2d Day of December 1778 Sworn in Court at the Office of Mr Daniel Shaw who is Attorney for the Petitioner by Cundapah my Servant who also left here a Note of the Name Style and Place of abode of the said Deponent and afterwards on the Day following being Sworn and Examined Deposeth as Followeth Viz.

1. ..... To the first Interrogatory this Deponent saith that He doth Know the Complainant Charles Smith in this Cause and that He hath so Known him Sixteen years or thereabouts — and that He doth Know the Defendant Sashachellum in this Cause and that he hath so Known him Thirty Years or thereabouts — and He doth also Know the Petitioner Narrapanaikum Valavy adah in this Affair and that He hath so Known him Thirty Years or thereabouts — and that He hath Known the Respondent Sixteen years or thereabouts and more saith not to this Interrogatory.

2. ..... To the Second Interrogatory this Deponent saith that He doth Know that Narrapanaikum Valavyadah the Petitioner in this Affair and the above named Sashachellum the Defendant in the above Cause are Related to each other and that Sashachellum is Nephew to Narrapanaikum Valavyadah the Petitioner in this Affair but this Deponent does not Know from whom they did Descend and that the said Petitioner and the said Sashachellum do belong to the Tottavanadally Cast and more saith not to this Interrogatory.

3. ..... To the third Interrogatory this Deponent saith that He is Acquainted with the Customs of the People of the Malabar Cast Relative to Houses Grounds or Estates belonging to a Family that it is Customary and has been Customary and is now among the Malabars from time Immemorial according to the best of this Deponents

Information —

Family and that the said House Grounds & Premises in Question do come under the Custom alluded to in the Preceding Interrogatory mentioned & no Division of the Estate has been made — and that the said House Grounds and Premises are not the Property of the said Petitioner because they are in his name — but that the said Sashachellum is Intitled to a Share thereof — and that he is intitled to an equal Share of the said House Ground and Premises — and agree with not to this & the last Interrogatory —

P Welch
Comm.

One pagoda sent

Mayors Court at
Madrasspatnam

Between Mangapaukum Belingadah of Madras Merchant is Petitioner and Charles Smith of Fort Saint George Esq. is Respondent in a Certain Cause wherein the said Charles Smith is Complainant and Sashachellum of Madras Merchant is Defendant —

On the Part of the Respondent

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

Thottay Cally Armoguru Moodelly of Madras Coniskply Aged 43 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Respondent was on the 21st day of November 1775 Sworn to Mr Daniel Vaux who is Attorney for the Petitioner by Candapah my Servant who also left him a Note of the Names Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows —

To the first Interrogatory this Deponent saith, that He doth Know the Complainant

Love in the name of and the Business Relative thereto Transacted by such Clerk &c — and more saith not to this Interrogatory —

To the forth Interrogatory this Deponent saith that He doth know the House Grounds and Premises in Question and which are described in the Paper Writing now produced and shown to him at this the time of his Examination Marked A & B. and that this Deponent does not Know to whom the said House Grounds and Premises belong and that this Deponent does not Know whether the said House Grounds and Premises are part of the Estate which belonged to the Family of the said Petitioner and the said Sachachellum — That this Deponent does not Know but has heard that there has not been a Division made of the Estate belonging to the said Family — That this Deponent does not Know whether the said House Grounds and Premises in Question were under the Customs alluded to in the preceding Interrogatory — and that the said House Grounds and Premises are not the Property of the said Petitioner because they are in his name without there has been a Division of the Family Estate and that the said Sachachellum is Intitled to an equal Share provided there has been no Division made — and more saith not to this Interrogatory —

To the last Interrogatory this Deponent saith that it is the Custom amongst the Malabar Cast that all Debts must be paid off before there is any Division of the Estate made — and more saith not to this Interrogatory. —

J. Welch
Interpr.

5th

doth know that Mongapankunna Valangadak the Petitioner in this affair and the above named Sachchellanna the Defendant in the above Cause are related to each other and that Sachchellanna the Defendant in this Cause is Nephew to Mongapankunna Valangadak the Petitioner in this affair — but this Deponent does not Know from whom they did Descend — and that the said Petitioner and the said Sachchellanna do both belong to the Tarwar actually Cast as this Deponent knows and more saith not to this Interrogatory —

To the Third Interrogatory this Deponent saith that She is acquainted with the Customs of the People of the Malabars Cast relative to Houses Grounds or Estates belonging to a Family and that it is Customary and has been Customary and a Law among the Malabars from time immemorial according to the best of this Deponents Knowledge Information and belief for the Eldest Son of a Family to Manage and Transact the Business of a Family as to House Grounds &c belonging to the Family and to take Bills of Sale or Title Deeds of such Estates in such Eldest Sons name — and that such Eldest Son by that means or on that account is not Intitled to the whole House Ground Estate Concern or Property of or belonging to such Family and is in the name of such Eldest Son as aforesaid — but that such Eldest Son does act in the said affairs for and on account of the Family as well as himself and that such Family is as much Intitled to such Estate House and Ground or Property as if the Title thereto had been in the name and the Business related thereto Transacted by such Eldest Son — and more saith not to this Interrogatory —

To the Forth Interrogatory this Deponent saith that She doth know the House Grounds and Premises in Question and which are discovered in the Paper Writing now produced and shown to him at this the time of this Examination Marked A & B. and that this Deponent —

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Mayor's Court at
Madrasjatnam

Between Manapraukum
Calangadah of Madras Merchant
is Petitioner and Charles Smith
of Fort Saint George Esquire is
Respondent in a Certain Cause
wherein the said Charles Smith is
Complainant and Sachachallum
of Madras Merchant is Defendant

On the Part of the Respondent

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

Ponnagary Moodelly of Madras Coniply Aged 44 Years or Thereabouts being
Produced as a Witness on this Cause on the Part of the Respondent was on the 30th day
of November 1774 Sworn in Person at the Office of Mr Daniel Shaw who is Attorney
for the Petitioner by Condapah my Servant who also left him a Note of the Name
Title and Place of abode of the said Deponent and afterwards on the 2d day of
December being Sworn and Examined Deposeth as follows viz

To the First Interrogatory this Deponent saith that He doth Know
the Complainant Charles Smith in this Cause and that He hath so
Known him Fourteen Years or Thereabouts — and that He doth Know
the Defendant Sachachallum in this Cause and that He hath so
Known him Twenty Eight years or Thereabouts — and that He doth
also Know the Petitioner Manapraukum Calangadah in this Affair
and that He hath so Known him Thirty Years or Thereabouts — and
that He doth Know the Respondent and hath so Known him
Fifteen Years or Thereabouts — and more saith Not to this Interrogatory

P. — To

that the time of her Examination ma- ked A & B and that this Deponent
ketk Power to exhum the said House Gr- unds said Premises to belong, and that
the same to belong to a Manapaukam Valangadak the Petitioner in the affair
and that the said Sashachellum with Deponent believes and that there
has not been a Division round of Estate belonging to the said Family
as this Deponent has heard, and that the said House Grounds and Premises
in Question do come under the Custom alluded to in the Preceding Interr-
rogatory if no Division of the Estate has been made and that the said
House Grounds and Premises are not the Property of the said Petitioner,
because they are in her name and till the said Sashachellum is entitled to
some share thereof but this Deponent does not know what share,
but that it must with the rest of the Estate be equally devided amongst
the Family — And more saith not to this Interrogatory —

To the Seventh Interrogatory this Deponent saith that the said House-
that the House in Question has been used in Common and by the
Family of the said Petitioner and the said Sashachellum, and that the
said House as well as all other part of the Estate belonging to the said
Family according to the Laws and Customs of the Cast to which the
said Family belongs is liable to the Payment of the Debts of the said
Family or of any one of the said Family — and more saith not to this
Interrogatory —

To the Eighth Interrogatory this Deponent saith that Sashachellum the
Defendant in the above Cause was Educated and Lived in the House
in Question as this Deponent believes and that the said Sashachellum
did live in the said House until he went Ring into Person as this Depo-
nent believes and more saith not to this Interrogatory —

To the Twelfth Interrogatory this Deponent saith that Manapaukam
Valangadak the Petitioner in this Affair did send some Person or Persons
and that he did so send this Deponent Monroe Moodeliar —
Nallapah Moodeliar and two or three others whose names this
Deponent —

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

Seneviratne Ramalingam Mudaliyar of Madras Carnatic by Caste aged 39 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Respondent was on the 21st day of November 1774 Sworn in Person at the Office of Mr. Daniel Rose who is Attorney for the Petitioner by Candapah my Servant who also left him a Note of the same Date and Place of the Dep. of the said Deponent and afterwards on the 1st day of December following — being Sworn and Examined Deposeth as follows ——

To the First Interrogatory this Deponent saith that he doth Know the Complainant Charles Smith Esqre. this Cause — and that he doth or Knows him Fifteen Years or thereabouts and that he doth Know the Defendant Sashachellum in this Cause and that he hath or Knows him Sixteen Years or thereabouts — and that he doth also Know the Petitioner Manapaukum — Valangadah in this Affair and that he hath or Knows him Sixteen Years or thereabouts — and that he hath or Knows the Respondent Fifteen Years or thereabouts — and more saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that he doth Know the Petitioner in this Affair and Sashachellum the Defendant in the above Cause are Related to each other and that Manapaukum Valangadah the Petitioner in this Affair is Uncle to Sashachellum and that this Deponent does not Remember from whom they did Descend but that the said Petitioner and the said Defendant do belong to the Pooliar or Caly East and more saith not to this

This —

has or has not been a Division made of the Estate belonging to the said Family — but that the said House Grounds or Premises do come under the Custom alluded in the Proceeding Interrogatory if no Division of the Estate has been made and that the said House Grounds and Premises are not the Property of the said Petitioner because they are in his name and that the said Petitioner is entitled to some Share thereof and that he is Entitled to Share equally with the Rest of the Family provided he has given no Discharge to the said Family — And more saith not to this or the last Interrogatory —

Sworn before
Mayor's Court at
Madraspatnam

Between Mooraparam Kam Velanyadah of Madras Merchant as Petitioner and Charles Smith of Fort Saint George Esquire is Respondent in a Certain Cause which the said Charles Smith is Complainant and Seshachellum of Madras Merchant is Defendant

On the Part of the Respondent

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

Perambatoor

Did to take Bills of Sale or Title Deeds of such Estates Houses and Grounds in such Eldest Sons name and that such Eldest Son by that means or on that Account is not Intitled to the whole House Ground Estate Concern or Property of or belonging to such Family and not in the name of such Eldest Son as aforesaid, but that Such Eldest Son was act in the said Affairs for and on Account of the Family as well as himself and that such Family is as much Intitled to such Estate House Ground or Property as if the Title Deeds had not been in the name and the Business Relative thereto Transacted by such Eldest Son — and more saith not to this Interrogatory ——

To the fourth Interrogatory this Deponent saith that he does Know the House Ground and Premises in Question and which are Divided in the Paper Writing now produced and shown to him at the Time of his Examination Marked A & B and that this Deponent does know to whom the said House Grounds and Premises do belong and that they do belong to Mangapaukum Valangadah the Petitioner in this Affair and that this Deponent does not know whether the said House Grounds and Premises are part of the Estate which belongs to the Family of the said Petitioner and the Sashachellum and that the Deponent does not Know whether there has or has not been a Division made of the Estate belonging to the said Family — and that the said House Grounds and Premises in Question do come under the Custom alluded to in the Preceding Interrogatory if no Division of the Estate has been made and that the said House Grounds and Premises are not the property of the said Petitioner because they are in his name without a Division as aforesaid has been made and that the said Sashachellum is Intitled to a Share thereof and that he is intitled to share equally with the rest of the Family provided he has given no Discharge to the said Family — Deponent saith not to this the last Interrogatory. ——

J Walch Com.r

D Ryley

1555

have Ten years or thereabouts and swore saith not to this Interrogatory

2 ..... To the second Interrogatory this Deponent saith, that He does not Know but has heard that Manapaukoore Valangadah the Petitr in this Affair and the above named Sashachellum the Defendant in the above Cause are related to each other and that Sashachellum is Nephew to Manapaukoore Valangadah the Petitioner in this affair as this Deponent has heard that this Deponent does not know from whom they did Descend but that the said Petitr and the said Sashachellum belong to the Sorlawaddy East

And swore saith not to this Interrogatory

3 ..... To the Third Interrogatory this Deponent saith, that He is Acquainted with the Customs of the People of the Malabar Cast relative to Houses Grounds or Estates belonging to a Family and that it is Customary and has been Customary among the Malabars from time Immemorial according to the best of this Deponents Information and believe for the Eldest Son of a Family to Manage and Transact the Business of the Family as to Houses Grounds &c. belonging to the Family and to take Bills of Sale or Settle Debts of such Estates Houses and Grounds in such Eldest Son name and that such Eldest Son by that means or on that Account is not Intitled to the whole House Ground Estate Concern or Property belonging to the Family and is in the name of such Eldest Son as aforesaid but that such Eldest Son acts in the said affairs for and on Account of the Family as well as himself and such Family is as much Intitled to such Estate House Ground or Property as if the Title thereto had not been in the name of for the Business relative thereto Transacted by

15th

Lieutenant George Egerton is Appellant
in a certain Cause wherein Mackrell
Charles Smith is Complainant and
Sackvillaume of Madras Merchant
Defendant

On the Part of the Respondent

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

Veerabadra Moodeliar of Madras Dubash Aged 35 Years or thereabouts
being Produced as a Witness in this Cause on the Part of the Respondent was on the
16th day of December 1774 Sworn and Examined at the Office of Mr Daniel Adair who
is Attorney for the Petitioner by Candapah my Servant who also Left Hereto a
Note of the names Title and Place of Abode of the Witness and afterwards
on the same Day being Sworn and Examined Deposeth as followeth

1st. To the First Interrogatory this Deponent saith that He doth
Know the Complainant Charles Smith in this Cause and that
He hath or Knoweth him Ten Years or thereabouts — and that He
doth Know the Defendant Sackvillaume in this Cause and that
He hath or Knoweth him Fifteen Years or thereabouts — and that
He doth also Know the Petitioner Managing him Outrageth
in this Affair and that He hath or Knoweth him Fifteen Years
or thereabouts — and that He doth Know the Respondent and
hath or Knoweth him Ten Years or thereabouts — and more saith
not to this Interrogatory —

5th. To the Fifth Interrogatory this Deponent saith that He doth
Know the Hons Juramde and Promisse in Question and
which are Recorded in the Paper Writings now Produced and
Shewn —

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Sathachellum that if he would Sign the said Proposal he the said Petitioner would Discharge the said Debt to the said Charlesbsmith And that the said Sathachellum was in Prison when the said Petitr made the said Tender or Offer of the said Corporals — And more over doth not to this or the last Interrogatory —

Welch
Cont.

Mayors Court at
Madrāspatnam

Between Manapaukum
Velayudah of Madras Merchant
Petitioner and Charles Smith of
Fort Saint George Esquire Respondent
in a Certain Cause wherein the said
Charles Smith is Complainant and
Sathachellum of Madras Merchant
is Defendant —

On the Part of the Respondent

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

Vatchapah Moodaliar of Madras Merchant Aged 45 Years or there abouts being Produced as a Witness in this Cause on the Part of the Respondent was on the 5th day of November 1774 Sworn in Person at Office of Mr Daniel Shaw who is Attorney for the Petitioner by Candapah my Servant who also left here 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 th —

To

12th

To the Eighth Interrogatory this Deponent saith that he knows that Mangapaukum Velanjadah the Petitioner in this affair did send some Persons and that he did so and this Deponent knows Moodu Moodaliar Nellumal Moodaliar Ellatiapah Moodaliar and Annagary Moodaliar to Charles Smith Esquire the Complainant with three Canes to offer Payment of the Principal of the Debt of Sarbachellum the Defendant in the said Cause to Record Charles Smith in case the said Charles Smith would first give the Interest thereon and to allow three or six Months for the Payment of the said Principal — That this Deponent does not know how long ago since the said Offer was made but it was the Day before the said Charles Smith Esquire proceeded to Sanjore — And more saith not to this or the last Interrogatory

J. Welch

Sworn

Mayor's Court at Madras Jhalmain

Between Mangapaukum Velanjadah of Madras Merchant — Petitioner and Charles Smith of Fort Saint George Esquire Respondent on a Petition Complaint wherein the said Charles Smith is Complainant and Sarbachellum of Madras Merchant the Defendant

On the Part of the Respondent

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

Mooroo

Commenced the said Petitioner in case the said Sachachellum would give him the said Petitioner a full Discharge against any the Demand or for Account of the said Family's Estate as this Deponent knows — and swore saith not to this Interrogatory. —

12th To the Twelfth Interrogatory this Deponent saith that he does know that Manapaukoum Valangadok the Petitioner in this Affair did send some Persons and that he did so send this Deponent Sathapah Mordeliar Collitapah Mordeliar Annagapy Mordeliar and Vellanah Mordeliar to Charles Smith Esquire but not in the said Petitioner name but in the name of his East Caste to Offer Payment of the Principal of the Debt of Sachachellum the Defendant in the said Cause to the said Charles Smith in Case the said Charles Smith would forgive the Interest thereon and allow one Year for the Payment of the said Principal that this Deponent cannot Recollect how long ago that the said Offer was made but it was the day before the said Charles Smith Esquire Proceeded to Ganjam and swore saith not to this Interrogatory. —

13th To the last Interrogatory this Deponent saith that at the time he and the rest of the People in the preceding Interrogatory named waited on Charles Smith Esquire the Respondent in this Affair they informed him that if he would forgive the Interest on Sachachellum Debt and allow one year for the Payment of the Principal they intended immediately shutting a subscription about amongst their one Caste People in order to raise the Money and that they also appointed the said Charles Smith Esquire that they have sent two Persons Collitapah Mordeliar and Vellanah Mordeliar to ask the aforesaid Manapaukoum Valangadok that in Case he the said Charles Smith Esquire accepted of their Offer who

Respondent in a Certain Cause wherein the said Charles Smith is Complainant and Sashachellum of Madras Merchant is Defendant

On the Part of the Respondent

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

Sawmy Pundarum of Chintadrepettah Pettah but at present at Madras Aged 55 Years or thereabouts being Produced as a Witness on this Cause on the Part of the Respondent was on the 16th Day of November 1774 Sworn in Person at the Office of Mr Daniel Shaw who is Attorney for the Petitioner by Condapah my Servant who also left him a Note of the same Title and Place of abode of the said Deponent and afterwards on the 26th Day of the same Month being Sworn and Examined Deposeth as followeth

1st To the First Interrogatory this Deponent saith that he doth Know the Complainant Charles Smith in this Cause and that he hath so Known him Seven Years or thereabouts and that he doth Know the Defendant Sashachellum in this Cause and that he hath so Known him Sixteen Years or thereabouts and that he doth also know the Petitioner Manapaukum Valangadah in this Cause and that he hath so Known him Sixteen Years or thereabouts and that he doth Know the Respondent seven Years or thereabouts and more saith not to the Interrogatory

11th To the Eleventh Interrogatory this Deponent saith that he does not Know whether Manapaukum Valangadah the Petitioner

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Between Charles Smith
Complainant and Sackachellum
of Madras Merchant Defendant

On the Part of the Respondent

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

Gonpenaul Naiken of Madras Pedlah Aged 31 Years or thereabouts being
produced as Witness in this Cause on the Part of the Respondent was on the 5th day of
November 1774 Sworn in Tamul at the Office of Mr Daniel Mills who is Attorney for
the Defendant by Candapah my Servant who also kept down a Note of the Names
Titles and Place of Abode of the said Deponent and afterwards on Monday Day being
Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that He doth know
the Complainant Charles Smith Esquire in this Cause and that he
hath or knows him Ten Years or thereabouts and that He doth
also know the Defendant Sackachellum in this Cause and that
he hath or knows him Twelve Years or thereabouts and that
He doth know the Defendant Managapaukum Valangadah and
the Respondent Charles Smith Esquire in this Affair Ten Years
or thereabouts and more saith not to this Interrogatory

To the Thirteenth Interrogatory this Deponent saith that He does not
know but has heard that Managapaukum Valangadah the Defdt
in this Affair did at some time or other about the Month of
February last Tender or Offer a Set of Proposals to Sackachel-
lum the Defendant in the above Cause to Sign but that
the Defendant does not know whether the Paper Writing
now produced and Shewn to him at this the time of his
Examination

Ayatomby of the Madras Native aged 29 Years a Merchant being Produced as a Witness on the Part of the Respondent was on the 4th Day of November 1774 Sworn in Court at the Office of Mr Daniel Mace who is Attorney for the Defendant and Examined Deposeth as Followeth viz.

To the first Interrogatory this Deponent saith that he doth know the Complainant Charles Smith Esqr in the Cause and that he hath known him Four Years or thereabouts — and that he doth also know the Respondent Sackachellum in this Cause and that he hath or Knows him Fifteen Years or thereabouts — and that he doth know that Sackachellum Manapaukum Valangadah and that he also knows him Fifteen years or thereabouts — and that he doth also know the Respondent Charles Smith in this Cause and that he hath so known him Four Years or there abouts — and knows nothing more to the

14th To the Fourteenth Interrogatory this Deponent saith that He did Mark the Paper Writing now produced and Shown to him at the time of his Examination Marked D and that this Deponent did Write or take it from another Paper Writing and that he understood that the Paper he wrote or take it from was a Bill of Disposale made by Manapaukum Valangadah to Sackachellum to pay off a Debt of Nine Hundred Pagodas the said Sackachellum owed to Charles Smith Esqr the Respondent in this Affair — and knows nothing more to this or the last Interrogatory

Sworn before me

P Wheeler

Clerk

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Answered The Respondents Answer the Interrogatories and Deposition on the part of the Respondent with Bond or Obligation marked Letter C annexed the Interrogatories and Depositions on the part of the Respondent with Two Bills of Sale Marked A & B a Perpetual on the Malabar Language and a Translate thereof marked D annexed — On Hearing the Pleadings made Use of by the Parties and on Due Consideration had thereon This Court doth think fit to Order and Decree accordingly Order that the Petitioners Solicitor do Stand Discharged with Costs.

Recd the 29th July 1776.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaineth Shewith unto this Honble Court Your Orator John Tyler of Fort Saint George Gentleman That Raylauram and Chinglevoy of Madras Inhabitants stand Justly and Especially indebted unto Your Orator in the Sum and Just Sum of Thirty Seven Pagodas and Thirty Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fifteen Pounds and Eight Shillings Arising on their the said Raylauram and Chinglevoy's Bond or Writing Obligatory to Your Orator bearing Date the Sixteenth day of October which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Five for the said Sum of Thirty Seven Pagodas and Thirty Fanams with Interest Payable in Three Months from the Date thereof which said Bond or Writing Obligatory is in Your Orator's Custody and Ready to be produced for the Inspection of This Honble Court when and

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by this Honble Court Perfected and appointed Now and Then to Answer the Plaintiffs Bill of Complaint and further to Stand to and abide by such Order and Decree Therein as to this Honble Court shall seem Meet

Anc Sykes Jr

Soly for the Complt

Mayors Court at
Madrasapatnam

Tuesday the 2. day of April
Anno Domini 1776

Present

John Laring Esquire Mayor
Raynold Adams & George Proctor Esqrs Aldermen

Between John Sykes of Fort Saint George Gentleman Complaint and Raghunaw and Chinglemy of Madras Inhabitant Defts

The Defendant Raghunaw being in Court and Pleading the Pendency of the Complainants Demand this Court doth Therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Raghunaw shall pay unto the Compliant the Full and Just Sum of Thirty Seven Pagodas and Thirty Fanams Viz. 37. 30. — Together with

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as to this Honble Court shall appear Agreeable to Equity and good
Conscience To the End therefore that the said Cuchally may upon
his Corporal Oath full true Direct and Perfect Answer make to all
and Singular the Matters and things therein before set forth and
alledged as fully truely and Effectually to all Intents and Purposes
as if the same were herein Repeated and Particularly Interrogated
and that he may be Decreed to pay unto your Orator the aforesaid Sum of Fifty four Pagodas Twenty Nine Fanams and
thirty Cash together with all such Interest as same is or shall
hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said
Cuchally to be Summoned and Required by the Sheriff of Fort St George
Town of Madras Peta Town and the Districts thereof Personally to be
and Appear before this Honble Court at a Certain time and place
to be this Honble Court prefixed and Appointed then and
there to Answer this your Orator's Bill of Complaint and
Further to Stand to and abide by such Order and Decree thereon
as to this Honble Court shall seem Meet

Wy Dubery

Attys Compt.

Madras 16th Octr 1775

I Cuchally Son of Nallamutapillah Do hereby Acknowledge
to have Borrowed and Received of Gonkora Rotte Xavier the
sum of Eight Pagodas Eight
Fanams & 30 Cash Current Money of Madras, which Pay-
able on Demand with Interest at the Rate of 12 ff Cent ff
Annum

the Full and Just Sum of Fifty four Pagodas Twenty Nine Fanams
& Thirty Cash / Pags 54. 29. 30. / together with all such Interest
as now is or shall hereafter become Due thereon Until Full Payment
is made also all Costs of this Suit

H Cue

Dated the 2d June 1774

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Jadoo Pooley Chitty of Madras
Merchant That Abraham Leslie of the same place Merchant
stands indebted unto Your Orator in the Full and just Sum
of Two Hundred and Ninety two Pagodas and twenty One
Fanams Current Money of Madras Making in Sterling
Money of Great Britain at the Rate of Eight Shil-
lings for every Pagoda the Sum of One Hundred and
Seventeen Pagodas & Fourpence Pence upon the Sum
of Two Hundred and Eighty Nine Pagodas due by the
said Abraham Leslie unto Your Orator for the Rent of
his House and part of a Garden thereto adjoining from
the Sixteenth day of November which were in the Year of
Our Lord One Thousand Seven Hundred and Seventy two
until the twenty fourth day of June in this present Year
of Our Lord One Thousand Seven Hundred and Seventy
five which is One Year Seven Months and Eight
days —

did not chuse to pay the said Rent of fifteen Pagodas per Month he was at Liberty to quit the said House which the said Abraham Leslie did accordingly refuse to do or to pay the said Rents Your Orator therefore prays a General Relief such as to this Honble Court shall Appear agreeable to Equity and good Conscience &c.

The Ends thereof that the said Abraham Leslie may upon his Corporall Oath set forth true Direct and perfect Answer make to all such Matters and things as are hereafter set forth and alledged as fully truely and effectually to all intents and purposes as if the same were again repeated and particularly interrogated But more especially that the said Abraham Leslie may set forth and Declare whether the Copy of the Agreement hereunto annexed is not a true Copy and if the said Abraham Leslie did not give the Original thereof unto Your Orator for the purpose and intent therein set forth and whether the said Abraham Leslie is not indebted unto Your Orator in the Sume of Five Hundred and eighty Nine Pagodas on Account of the Rent of the said House and Garden in the said Agreement and in your Orator Bill is previously set forth and that the said Abraham Leslie did not cut down and destroy the eleven plantain Trees in the said Garden adjoining to the said House some time during the time he Rented the said House and why and if he should allege that he did not cut down and destroy the said eleven plantain Trees that he may shew by whom they were cut down and whether or no by his order or Whose Order and why.

And

Dr ... Abraham Leslie in Account Current with Soldoo Polley Chitty ... Cr.

| 1774 | | |

A 72

premises to the the Defendants Entering into the Agreement in Question in
this Cause with the Complainant he this Defendant Occupyed the House and
Premises in Question in this Cause for the Remainder of a Term for which
Mr. Charles Edward Jones had Rented the said House and Premises, That
at that time the whole of the said House was Habitable Serviceable and
Tenantable, and so it was at the Expiration of the Term for which the
said Mr. Jones had Rented it, And also at the time the said Complai-
nant Entered into the Written Agreement with this Defendant of
which a Copy is Annexed to the said Bill of Complaint, And in Every Ap-
partment in the said House this Defendant had Either Furniture,
Merchandize or Something, so that the said House and Premises were
there, and as long as they continued in that Condition so that the same
could be Occupyed and Used for the Several purposes for which this De-
fendant Rented and Wanted them, worth the Rent of Fifteen Pounds as
Stipulated for the same, and this Defendant Did with great Willingness
pay the said Rent as long as the whole of the said House was Tenantable
and could be used and Employed as aforesaid, Which was for the Space
of four Months from the Sixteenth of July One Thousand Seven hundred
and Seventy two to the Sixteenth of November following, the said Charles
Edward Jones's Lease Expiring the Fifteenth of the said Month of July,
and had the said House either been kept in the good State and Condition
which it was in when this Defendant Rented it or had it been Repaired
and made Tenantable Immediately as was done as possible after it became
Known to this Defendant would most willingly have paid the Full
Rent for it But this Defendant doth by no means Conceive that he
is Obliged or ought to pay the Full Rent for the said House when two
Apartments of the said House has been Uninhabitable ever since the
said Month of November One Thousand Seven hundred and Seventy two
so that this Defendant was under the Necessity of Removing his Goods
Wares Merchandize or Effects out of the said House and put them

to their

Bricks and Chunam for the Purpose of Repairing the said House as aforesaid and did procure an Order from Henry Brooke Esq^r^ who was then President of the Committee of Works, for One hundred Parrahs of Chunam and five thousand Bricks in Order that no time might be lost in making the Necessary Repairs to the said House Which Order was Delivered to the said Complainant that he might get the said Bricks and Chunam for the purpose before mentioned — That after much delay on the part of the said Complainant he did at last get part of the said Chunam but as they were heard that this Defendant believes the said Complt delayed the same in getting the said Order Complyed with until the said Order, as well as others Issued out Sometime before, Were Recalled which this Defendant believes was about Twenty five Days or between that and a Month after the same was Issued and Delivered to the said Complainant Whereupon the said Complainant's Son came to this Defendant and Advised him of the same, when this Defendant Reproved him for his Tardiness in that of the said Complainant, But as there had been Upwards of Fifty Parrahs of Chunam received in pursuance of the said Order which was Lodged in One of the large Appartments of the said House, which this Defendant permitted the said Compl^t to have out there in the said Complainants Presence, that the said Repairs of the said House should be Immediately Set about he this Defendant again sent for the said Complainant and Asked him the Cause of his delaying the said Repairs as he the said Complainant had some Chunam as aforesaid and as this Defend^t observed others in the Black Town procured Bricks to carry on Buildings and Repairs he this Defendant thought the said Complainant might also get Bricks if he would be at the Trouble and take pains to do so, To this the said Complainant Answered that he was Waiting for a Pagar Ship that he might get the Timbers

for the said Repairs or in supposition that the said Repairs ought have been done Immediately Agreeable to the said Complainants promise and as they certainly ought to have been, But as the said Repairs have neither been done or even begun or the least preparation made for that purpose, to this Defendants knowledge, save the said Chunam which was partly used for another purpose as aforesaid has Rented from home with Dirt and Rubbish, Besides Digging large Pits before the back part of the said House on purpose and with an intent as may be reasonably Presumed to render the part of the said House which is habitable, and in which this Defendant Resides, Disagreeable to this Defendant, he this Defendant does by no means Conceive himself liable to pay the full Rent for the said House as if it was in the Tenantable Condition which it was in when this Defendant took it at Rent as aforesaid — This Defendant was however Ready and willing to pay Rent for the part that he did occupy and that was habitable and Tenantable, since — One part of the said House became Untenantable and the said Complt had the use of the rest the Appartment as aforesaid, in proportion as such part bears to the whole, and did Repeatedly offer to pay such proportion and more, Which was all this Defendant Conceived or still does — Conceive himself Liable to pay or the said Complainant Intitled unto since he the said Complainant did not Repair the said House as he ought to have done in Order to Intitle him to the full Rent Agreed on such Rent not being for a part of the said House and Premises but for the whole thereof as aforesaid — In Answer to the said Complainants Charge or Assertion in his said Bill of Complaint "That he has frequently — Declared unto this Defendant if he did not choose to pay the said — Rent of Fifteen Pagodas p Month he was at Liberty to quit the said House" this Defendant Saith that he Conceives any such Declaration to be Inadmissible and more Matter of Evasive Answer being Inconsistent

— with —

by the said Agreement at Liberty to continue the Occupation of the said House and Premises he was certainly, as he Conceives, Either Intitled to the Use of the whole Premises for which he Agreed to pay the said Rent, or only Liable to pay Rent in proportion to the part that he Did so Occupy, it being no fault of this Defendant that he did not Occupy the whole, had the whole House been Tenantable he this Defendant would have been very glad to have Occupyed it, and would in that Case most willingly have paid the full Rent Agreed on for the whole House and Premises as aforesaid In the first Place, in Conformity to the said Agreement, And in the Second Place, as it was very Inconvenient to this Defendant not to have it in his Power to Occupy the whole House According to the said Agreement, like this Defendant having Occasion for the whole thereof In Answer to the Interrogatories in the said Bill of Complainant relative to the said House and Rent &c. this Defendant Saith that he believes the Copy of the Agreement Annexed to the said Bill is a true Copy, the Original Agreement Signed by the said Complainant in this Defendants Possession being to the same Effect, This Defendant admits he did give the Original of the said Agreement unto the Complainant for the purpose and Intent therein Set forth, But this Defendant does by no means Admit that he is Indebted unto the said Complainant in the Sum of Two hundred and Eighty Nine Pagodas on Account of the Rent of the said House and Gardens mentioned in the said Agreement for the Reasons before mentioned, This Defendant Admits that the said Complt did frequently send a Bill to this Defendant for Fifteen Pagodas a Month for the Rent of the said House as aforesaid, which this Defendant did by no means think himself Intitled to after part of the said House became Untenantable, and part of it Occupyed by

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down was destroyed in the said Garden adjoining to the said House, this Defendant doth saith that he denies the said Charge, And with regard thereto begs leave to Informe this Honble Court that about the half of the Garden belonging to the said House was in the Possession of the said Mr Jones who Rented the said House, and that part or half of the said Garden was Divided from the other half or part of the said Garden by a Walk right a Cross, the part of the said Garden belonging to and Rented with the said House being to the Eastward And adjoining to the said House, And the other part thereof not Occupyed with the said House being to the Westward, And this Defendant did Rent from the said Complainant the said House and the part of the said Garden Occupyed by the said Mr Jones as aforesaid, That in the part of the said Garden Occupyed by the said Mr Jones and this Defendant with the said House as aforesaid the said Complainant Planted some Plantain Trees and several other Kind of Fruit Trees and Roots without ever asking this Defendants Leave or without this Defendant giving his consent for his doing so, which this Defendant did not Obstruct or Object to as he did not Wish to have any Dispute with the said Complainant but finding that the said Complainant was Unwilling to Comply with the said Agreement and Promise And this Defendant Conceiving he had an Undoubted Right to the use or Disposal of whatever Fruit &c grew in the part of the said Garden Occupyed by this Defendant as aforesaid The said Complainant having no Right to take any thing out of that part of the said Garden tho' he might Plant Trees &c. there, he this Defendant gave his Servants leave to take part of the said Plantains in the said Garden which they did, but Absolutely denies that he this Defendant either Cut down and Destroyed any of the said Plantain Trees, or that he Caused the same to be Cut down and Distroyed, this Defendant begs leave however to Informe this Honble Court that he conceives what is meant by Cutting down is no more than Cutting the Tree near the

Ground

Ready and Willing to doe Maintaine 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 Wrong fully sustained

Abraham Leslie

Jno Sykes &c

Atty for the Defendant

Fort St. 6th Sept 1774

The Amended Replication

of Soldoo Jolly Chitty of Madras Merchant to the Answer of Abraham Leslie of the same place Merchant

This Repliant now and at all times hereafter saving and reserving unto himself all and all Manner of benefit and advantage of Exception unto the many Errors, Untruths, Uncertainties and imperfections in the said Defendants said Answer contained saith that all and singular the Matters and things in his Bill of Compliant are good true certain and sufficient in the Law to be Replied unto in such Manner and Form as the same are therein and thereby set forth and that the Defendants said answer is very untrue evasive and insufficient and for Replication thereunto this Repliant saith that the Defendant is justly and truely indebted unto him this Repliant in the Sum of two hundred and Ninety two Pagodas and twenty one Fanams as the same is stated in his said Bill of Compliant and further in the Account Current thereto annexed notwithstanding any thing to the contrary by the Defendant in his said answer alledged And this Repliant further saith that in respect

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Should pay the Rent Agreed upon, for the Defendant was under no more Obligation to Leve in the said House against his will than this Repliant was obliged by the said Agreement to Rebuild any part of the House which might fall to decay, And this Repliant saith that is the said Defendant did Leve in the said House, he Most certainly have found it to his Proffet and Advantage or he would have left it, therefore the inconveniencies the Defendant so much complaines of, ought not in effect to be so, as he had it in his power to avoid them by Leaving the said House, and in Reply to what the Defendant observes of the Notice he gave this Repliant of the bad Repair he pretends the said House was in And that he could not think of paying fifteen Pagodas per Month for that part of the House which was only tenantable, he conceives such Notice to be of no Validity to determine or lessen the Rent the Defendant by agreement has bound himself to pay and is still bound to pay while he continues to occupy the said House, And this Repliant saith that upon the information of the Defendant of part of the said House being decayed and fallen down, this Repliant said to the Defendant that the part of the House to the Northward which consists of two Rooms one of which had fallen down in general wanted Repair and that he prospected getting Chunam and Bricks if possible and make two Houses out of the Houses then Occupied by the Defendant and when he had built them the Defendant might Leve in which house he pleased, But this Repliant did Never promise to Repair what part of the said House had fallen down and to Leave the House upon the former plan, at tho' One Room only had become uninhabitable which is a Small Room to the Northward and the Roof of which had fallen in from the Violence of the Rainy weather in the Monsoon but this Repliant saith that his house was by no Means in the bad Situation set forth by the Defendant But he conceives if it had

after he had obtained the said Order, when with the greatest trouble he
received the remaining sixty, and Else well known in this Settlement
how Difficult a Matter the procuring Materials for building is,
that many people are obliged to wait Years before are able to begin
to build — And this Repliant saith his using part of the said
Channam to plaister the Garden should be of no concern or Matter
to the Defendant except as it was for his benefit as the Replaint
would not been used if there had been no occasion for it and
in Respect of what is taken Notice of by the Defendant of the said
Channam being lodged in one of the apartments of the said House
which the Defendant saith he permitted this Repliant to put
there &c. and again of this Repliant keeping the Key of the said
apparterment &c. This Repliant denies that the said Channam
was kept in any apparterment of the said House, but was kept in the Stable for
which the Defendant had no use, the Defendants assertions therefore that
this Repliant kept him out of the possession of a large Room to keep the
said Channam is false as a Stable is neither a Room nor an apparterment in
a house but no part house and as the Defendant had permitted the Cha-
nam to be lodged therein this Repliant is of Opinion his Objection
made to its being Kept there is very inconsistent and absurd, and this
Repliant saith he denies he ever did heap up any dirt or rubbish or dig
large pits before the said House or any part thereof with a design to
hinder any part of the said House inserviceable or in any other manner
or that he did at any time dig any pits or holes before the said House And
this Repliant saith that in Respect of what the Defendant hath
so grossly urged in his Answer of his own Motions of this Repliant
not being intitled to the full Rent of the said House for the Reasons or
allowed by him the Defendant which are equally ill founded and as since
the Defendant entered into the Agreement aforesaid to pay this
Repliant.

and fit Repair upon the place it now stands, which is considerable above the Yearly Rent of the said House, from which Matters the Defendant appears unanswerable to expect he should be so considerable a Sufferer by his Tenant and not this Repliant as the Defendant is pleased to observe for his not Repairing the said House according to his Expectations, wherein he is not bound and whereby he would be so great a Loser for Further this Repliant begs to Observe that according to the Manner of the Defendants Reasoning every Man has it in his power to come down and modulate an agreement he has entered into according to his own notions of justice or the advantage it might be to him but this Defendant saith Engagements in Law are held sacred and inviolable not to be added to to supply defect or any part suppressed by which the intention of the parties may be known and judged Consequently no new condetions can now be added to the aforesaid agreement to make this Repliant answerable for any Repairs or to Rebuild any part of the said House which may be fallen to decay — And by the same Agreement no clause to exempt the Defendant from the payment of the full Rent. And as the Defendant lived in the said House until the Roof of the said Room fell in and continued to live therein after the said Room had fallen in this Repliant humbly is of Opinion he ought to pay Rent for the said House According to the said Agreement which is the Sum of fifteen Pagodas per Month and which said Agreement is the only one existing between the Defendant and this Repliant Respecting the Renting of the said House and is consequently the only one by which the claims of this Repliant can or ought to be taken and judged. And in Reply to what the Defendant hath asserted Respecting the Charge of fourteen Plantain Trees which the Defendant did Cut down and destroy on that part of the Garden adjoining to this

Repliants

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Filed the 28th. Novemr 1774

The Amended Rejoinder

of Abraham Leslie of Madras Merchant

to the Amended Replication of Setapa

Pelley Chetty of the same Place Merchant

This Defendant now and at all times hereafter leaving and reserving unto himself all and all manner of benefit and Advantage of Exception to the many Insufficiencies Uncertainties Insufficiences and Imperfections in the said Replication contained for Rejoinder thereunto this Defendant saith that his Answer to the said Replicants Bill of Complaint and all and Singular the matters and things therein contained are good true certain and Sufficient in the Law to be Replied unto in such manner and form as the same are therein and thereby Set forth and alledged and that the said Replication is very Uncertain Evasive and Insufficient in the Law, And for further Rejoinder to the said Replication this Defendant doth still absolutely deny to be Indebted unto the said Replication the Sum of Two hundred and Ninety two Pagodas and Seventy One Fanams as Set forth and Stated in the said Bill of Complt and the Account thereunto Annexed and also in the said Replication Notwithstanding any thing by the said Replicant Alledged with regard thereto, as he this Defendant hopes he has made clearly Appear in his said Answer to the satisfaction of this Honble Court This Defendant further saith that the Matters he this Defendant in his said Answer mentions which were previous to the Agreement in Question in this Cause are so

For

also contrary to the Law Usage and Custom in these Cases, for where there is no Agreement for the Tenant to Repair it is the Business of the Land lord to do it, and to keep a House and Premises Tenantable and so as that they can be Used and Occupied, that being the very Consideration for a Tenant paying the Rent Stipulated and which he Agrees to pay, Without that there is not a proper Consideration, and if a Landlord does not Performe his part, which is to keep a House and Premises in Tenantable Repair, as before mentioned, he has no reason whatever to Expect a Tenant to Performe his part, altho Landlord can have no right to Demand or reason to Expect the Rent for a part of a House and Premises which the Landlord himself Agreed to take and the Tenant to pay for the whole, so long as the Landlord Performes his part he has a right to Expect the Tenant will performe his, but no longer, nor is it Sufficient to say a Tenant may quit the Premises if he does not keep Possession and pay the same Rent when Untenantable as when they are Tenantable, for where a Tenant has a right to keep Possession he has a right to Expect the Premises to be Kept in Tenantable Repair if he has not himself Agreed to keep them in Repair, which was not the Present Case, Therefor every Argument Used by the said Repliant Endeavouring to make it appear otherwise is Vague Illegal and Unjust, and more Particularly so as the said Repliant did Actually Promise to Repair the said House as set forth in this Defendants said Answer, So that the said Repliant was doubly bound so to do, and as he did not do it This Defendant can by no means think how the said Repliant Intitled to, or this Defendant liable to pay the full Rent for the part of the said House Habitable as Set forth in this Defendants said Answer which the said Repliant Agreed to take and this Defendant to pay for the whole House when Tenantable as before mentioned, This Defendt

doth

proper Repair, which this Defendant begs leave to Observe
was the very reason why this Defendant Agreed to pay the said
advanced Rent for it, and why the said Repliant should have
kept the said House in the like, or at least in good and Tenantable
Repair to leave Settled down to the said Rent, and that
the said Repliant was Sensible of the Propriety and Justice
of this Assertion, and that he ought to have Repaired as
before mentioned, this Defendant Conceives does clearly
appear by how the said Repliant Undertaking Agreeing and Pro-
mising so to do, as Setforth in this Defendants said Answer, Not-
withstanding his Conduct since and his having Commenced
this his Unjust Action, By which Undertaking and Promise
this Defendant Conceives the said Repliant was and is bound
if he had not been so otherwise and ought in Justice to have
put the said House in Tenantable Repair if he Expected to
the same Rent for it which this Defendant Agreed to pay
when the said House was in Tenantable Repair and when
the whole of it could be used and Occupied as in this Defendants
said Answer Setforth, and further as the said Repliant repaired
the said House when the said House was let at Four Pagodas
a Month less Rent than it was let for to this Defendant it
cannot surely be thought either Unjust or Unreasonable
that he the said Repliant should Repair it when he Expec-
ted, and while the said House was Tenantable received from
this Defendant the said Advanced Rent of Fifteen Pagodas
a Month - This Defendant further saith that his living
in the said House after it was out of Repair not a little but
greatly so, in no Rule at all that he this Defendant should

pay

Agreed to pay the Said Rent of Fifteen Pagodas a Month for the Said House, which purpose would be entirely Defeated if this Defendant were Obliged to pay the said Full Rent for the part of the Said House which he Occupied since the said House became in the Condition before and in this Defendants said Answer Setforth, that he Agreed to pay for the said whole House as aforesaid, and Particularly as this Defendant gave Notice of the said House having become in the Condition before mentioned, and that part thereof were Uninhabitable, and that the said Repliant Agreed and Promised not only to pay it in proper and Tenantable Condition, But to Rebuild the part of the said House which had become so Uninhabitable as in this Defendants said Answer Setforth After this and after so much time has Elapsed it is Strange Indeed that the said Repliant should Claim and Commence this Unjust Action for the said whole Rent without making the said House Habitable, as he the Said Repliant was not only as Land Lord Obliged to do But also as by his said Promise and Undertaking he bound himself to do This Defendant further saith that he humbly hopes and Doubts not but the said Notice given by this Defendant, as in his said Answer Setforth together with the Nature of the Case, and the said Repliants Promise will be of Sufficient Validity to Diminish or lessen the Rent Agreed to be paid for the use and Occupation of the said whole House in Proportion to the part which this Defend. was Deprived of Occupying as Setforth in his said Answer, tho this Defendant Conceives the Said Notice alone of the said House being in the said Untenantable Condition was and is Sufficient to Oblige the said Defendant to put the said House into Tenantable

Repair

doing the same and Pretend he told His Defendant he intended
to make two Houses out of the said House, and that this Defend.
might live in which House he Pleased. But says that the said
Replicant has not done; so that he has not in any respect Acted
Consistent with the nature of the Case, and as he ought and
was Obliged to Do and as in Justice and Equity he should
have done, Tho this Defendant absolutely denies that the
said Replicant made any such Proposal to this Defendant
as he mentions about making two Houses — This Defend.t
doth further absolutely deny that One Room only had become
Uninhabitable as the said Replicant Avers, But the Contrary
this Defendant Saith that two Appartments had become
Uninhabitable, and One large Room or Appartment was
Occupyed by the said Replicant as in this Defendants
said Answer Set forth, all which were let to, and when
he were Tenantable and Occupyed by this Defendant on
he Entering into the said Agreement, This Defendant doth
still humbly Insist that the said House was in the
bad Situation or Condition Set forth by his this Defend.t
Notwithstanding the said Replicant Pretends it was not
so, and that the said Replicant was either Obliged to
Repair the said House or forfeit apart of the Rent Stipu-
lated for the whole House when Tenantable as aforesaid
— This Defendant further Saith the Assistance desired
by the said Replicant of this Defendant, and the Assis-
tance which this Defendant gave in Procuring an Order
for Bricks and Chimney pieces for the purpose of Repairing
the

said Repliant mentioned, is Unjust and by no Means Agreable to the Cause or what passed between the said Repliant and this Defendant — This Defendant begs leave however further to Acquaint this Honble Court that there being Repairs Necessary to be made to the said House Premises to those on Account of which this Defendant Objects to the Payment of the said Rent, and the said Repliant desiring this Defendant to get them done, as he the said Repliant said he could not find either Carpenter or Smeth, this Defendant did accordingly Apply to Mr Edward Rylance Carpenter to make the said Repairs on Account of the said Repliant which he did, and set this Defendant a Bill for the same, Amount to Seven Pagodas Thirty One fanams and Twenty Cash, which Bill this Defendant sent to the said Repliant on Account of the Rent of the said House which the said Repliant received and has kept Ever since being now many months, and still he has not given this Defendant Credit for the same, But which this Defendant Conceives should be Deducted from whatever Rent this Honble Court may think this Defendant ought to pay under the Circumstances hereinbefore and in this Defendant's said Answer Setforth, which Bill this Defendant prays may be produced for the Inspection of this Honble Court and of this Defendant — with regard to what the said Repliant mentions of what he calls the Long Stable he the said Repliant had himself the Possession of it for the said Chunam, as in this Defendant's Answer Setforth, tho' this

Defendant —

Opinion his Objection made to its being kept there is very Inconsistent and Absurd, This Defendant Saith he Conceives when it is considered for what purpose he this Defendant gave the said Permission, that is, in Order to keep the said Chamarre for and on Account of the said Repairs which the said Repliant Promised to make Without loss of time as this Defendant has already Setforth, he Conceives the said Repliants said Observation must Appear Inconsistent and Absurd, As the Intent of this Defendant in Permitting the said Chamarre to be put there was by no means that the said Appartement or the Place in which it was put should be kept from him this Defendant for such a length of time, and that Without the purpose for which it was put there being Effected after all, The said Repliant could therefore have no right whatever to keep the said Appartment as he has done Without paying or making some allowance or Deduction in the Rent of the said House for it, as it has been as Useless to this Defendant as the said other part of the said House which became in the Condition before and in this Defendant's said Answer Setforth, for which this Defendant does also think himself Justly Intitled to, and the said Repliant Obliged to make a Deduction from the said Rent Stipulated for the Use and Occupation of the said whole House as aforesaid — This Defendant further Saith that the Heaps of Rubbish and Dirt and the Pitts or holes mentioned by this Defendant in his said Answer to have been past and Dug have long been to be seen and must have been done either by the said Repliant or by his Order, and could not have been —

Quantity of Bricks and Chunam being made and provided at or near, and brought to this Settlement both on Account of the English East India Company and Individual, and also that Houses have been Built both by Black People and Armenians as well as Europeans, And this Defendant has not the least Doubt but the said Repliant might have made the Necessary Repairs to the said House in Question long ago had he chose to have done so But he has Unwillingness so to do after having Undertaken and Promised to do so as aforesaid, wether Necessity, no Doubt, to Oblige this Defendant to quit the said House by leaving the said part of it Untenantable, perhaps to make the said House Tenantable for some other Person, this Defendant Conceives clearly Appears by his the said Repliants conduct as before and in this Defendants said Answer Setforth, But wether he could or could not have made the said Repairs was no fault of this Defendant, Nor ought this Defendant to suffer by it, The said Repliant did make the said House Tenantable and can only therefore this Defendant Conceives, be Intitled to Rent in proportion to the part of the said House that was Tenantable and could be and was Occupyed by this Defendant as aforesaid, with regard to what the said Repliant setforth about the Chunam which this Defendant had Assisted him in getting for the purpose of Repairing the part of the said House which had become Untenantable as before and in this Defendants said Answer Setforth, which was Used for Plastering the Garden wall, being of no concern or matter to this Defendant, Except

as —

Was still further bound and Obliged to Repair the said House if he Expected the said Rent And in Order to Intitle him thereto, by his the said Repliants Undertaking and Promise so to do as before mentioned, so that it must, as this Defendant Conceives, Appear very Strange Unjust and Inconsistent that the said Repliant should Demand and Commence an Action for the said whole Rent Without doing the very thing which would have Intitled him thereto, and which he ought to have done both as Landlord and in Conformity to his said Undertaking and Promise so to do, Therefore what he Pretends of his having given this Defendant Notice that he was at Liberty to quit the said House if he did not Chuse to remain in it and pay the said Full Rent, is meer matter of Evasion and by no means consistant with the true Intent and meaning of the said Agreement and the said Repliants promise to Repair the said House as aforesaid, Nor the true Nature of the Case — and further Notice given by this Defendant to quit the said House is Void as being apart of and Authorized by the said Agreement, but there is no such Power Vested in the said Repliant therefore this Defendant had aright to keep Possession of the said House, and had in Course aright to have it kept in the like Repair and Condition that it was in when he Agreed to pay the said Full Rent for it, or at least in Tenantable Repair, which is common and well known Understood and Practised, and as the said Repliant did not think proper to keep it or put it in any such Condition, Notwithstanding his Undertaking and Promise so to do, he can have no right to the said Full Rent Stipulated for the use of the said whole

House

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above Sixteen Months ago proposed to the said Replicant to advance the sum Necessary for such Repairs, Including what was Justly due for the Rent of the said House, and that what might be Due and above the Rent so due to be considered as the Rent of the said House in future at the rate of Fifteen Pags a Month after the said Repairs were made, Still the said Replicant would not make the said Repairs, altho the same was on so Offered as favourable for the said Replicant and which this Defendant Conceives Law indeed have rejected — This Defendant begs leave also to Observe that on the said Unreasonable Demand being at first made of the Houses Rent Sued for and being Objected to by this Defendant, he this Defendant Proposed to the said Replicant that the Difference in Opinion as to the said Rent between the said Replicant and this Defendant should be referred to Arbitration which this Defendant told the said Replicant he preferred to a Law Suit which might be both Trouble some and Expensive, This the said Replicant seemed at first to come into But afterwards Rejected, so that this Defendant has been involuntarily brought in to this Law Suit — This Defendant absolutely denies that According to the manner of his this Defts reasoning every man has it in his Power to New form and modulate an Agreement he has Entered into According to his own Notions of Justice &c The Matter is whether such notions are Just or not? if they are Just and Legal they will Opperate so, if not they will Opperate otherwise, But that a Person should make a Demand and Commence an Action for what is known to be Illegal and Unjust, and Even after he has Engaged to do otherwise, as well as being by Law and Custom Obliged to do so is most Extraordinary

which

this Defendants Assistance in it which he gave him as set forth
in his this Defendants said Answer, What has since made the
said Repliant alter such his Just Equitable and reasonable
Sentiments and seeming Intentions he best knows, But this
Defendant can by no means think that he this Defendant ought
to be or that he shall be a Sufferer thereby, as the said Repliant
Endeavours to make Appear that he ought and treis for, This
Defendant did as he has already set forth, Pay the said Stipulated
Rent of Fifteen Pagodas a Month According to the said Agree-
ment as long as the said whole House, for the Use and Occupa-
tion of which he Agreed to pay the said Rent, was Useful or
Tenantable, and no how it became otherwise he Gave Notice thereof
to the said Repliant and Intimated his Sentiments as to the said
Rent, and the said Repliant Agreed to Rebuild and Repair the
part of the said House which became Untenantable and Useless
as aforesaid — After this it appears to this Defendant to be absolutely
Illegal Unjust and Absurd to suppose this Defendant Obliged to
pay the said full Rent Unless the said Repliant had done what
he was by Law Obliged to do and what he Engaged to do as aforesaid,
In which light this Defendant humbly hopes and Doubts
not but these Matters Appear to this Honble Court — This Defend.t
for Further Rejoinder to the said Replication doth still absolutely
deny the said Repliants Charge for Fourteen Plantain Trees, and
Says he never either Cut down and Distroyed or gave any Orders for
the said Plantain Trees to be Destroyed, and the Case respecting
the said Plantain Trees is as set forth in this Defendants said
Answer, to which he begs leave to refer, and this Defendant doth
doth also humbly Insist that the part of the said Garden Ad-
-joining to the said House was Rented to Mr. Charles Edward
Jones, and the same this Defendant was to have, and that was
the

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been Doubly the Occasion of this Suit in the first Place in not making the said Repairs Agreeable to his Promise and Obligation as Landlord so to do, And in the second Place in not referring the said Matter of Rent to Arbitration whereby the Trouble to this Honble Court and the Costs of this suit might have been Prevented

All which Matters and Things this Defendant is ready and willing 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

Jno Sykes &
Atty for the Defendant

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Defendant in a certain Cause now depending and at Issue in the Honorable the Mayors Court at Madrasapatnam Wherein Seldoo Polley Chitty of Madras Merchant is Complainant And Abraham Leslie of the same Place Merchant is Defendant

To all the Witnesses

1st Do you know the parties Complainant and Defendant

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belonging to the said House being Rented by the Complainant in
this Cause to the Defendant in this Cause at any time in the Year
of Our Lord One Thousand Seven hundred and Seventy two, If Yea
In what Condition was the said House at the time the said Com-
plainant so Rented it to the said Defendant? was or was not the
whole of the said House in good or Tenantable Repair or in such
Condition that the whole thereof could be Used? If Yea, Did
or did not any and what part thereof at any time afterwards
become Untenantable or out of Repair So in such Condition
as that it could not be Occupyed or Used, If Yea, Set forth Par-
ticularly what part thereof become so Untenantable and out of
Repair or not fit to be Occupyed, and how or in what Respect
it become so Untenantable or out of Repair, and whether by its
being Unroofed or Untiled or the Roof falling in or the Walls
giving way or otherwise and how And Describe the Room or
Rooms Appartment or Appartements and their Situation as
well as the whole of the said House to the best of your Knowledge
and Recollection Had or had not the said Defendant any Goods
or Things in the Room, Rooms or Appartements which so become Untenantable Condition, If
Yea, was or was not the said Defendant at the time the said part
of the said House became in bad Condition or Untenantable as
aforesaid Obliged to Remove the things that were therein
for the sake of Safety or otherwise and how? Was or was not
the Removal of the things out of the said Appartments Incon-
venient to the said Defendant for want of Room? And were
or were those things for some time after their removal
Exposed to the Rain or weather for want of Room and proper
places

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of their being to be made Immediately or otherwise and how & Did or did not the said Defendant procure an order for any and what Quantity of Bricks and Chunam & The whole of these matters according to the best of Your knowledge Remembrance Information and belief fully and Particularly Declare.

To Bills

5th Was or was not any Bricks or Chunam got by the said Complainant in pursuance of the said Order, If Yea, where was the Quarry put or which the said Complainant got or the said Occasion & Was or was not the said Chunam Used for the purpose of the Repairs of the said House or was or was not the said Chunam or any part of it Used for Plastering or Chunamming the Garden Walls Has or has not the said House been Repaired or does it or does it not still remain in the Condition before Alluded to, and is or is not any and what part of the said House still Untenantable? The whole of these Matters According to the best of your knowledge Remembrance Information and belief fully and Particularly Declare.

To Ramdossery RamRam &c. 6th Did or did not the said Defendant at any time after the said House became in the Untenantable Condition before Alluded to refuse to pay the full Rent of the said House, If Yea what reason did the said Defendant give for not paying the said full Rent? Did or did not the said Defendant so refuse to pay the said full Rent on Account of the said Complt not having fulfilled his promise about the said Repairs or what was Necessary to be done to the said House, If Yea, Did or Did not the said Defendant Offer to pay any and what Rent for the said House? And did or did not the said Complainant reject such Offer? The whole of those Matters According to the best of Your Knowledge Remembrance Information and belief fully and Particularly Declare.

To

Defendant with the said House, If yea, Did or did not the said Complainant
so plant the said Plantain Trees or other things with or without the said
Defendants leave? Did or did not the said Defendant either Destroy or
Cause or Order any of the said Plantain Trees to be Destroyed? The
whole of those matters According to the best of Your Knowledge Remem-
brance Information and belief fully and Particularly Declare.

To Pamdoseery Ramiah & Moodelly and Carpen. 11th Is it or is it not Customary to Cut a Plantain Tree near the Ground on the Plantains being Cut and taken from the Tree, If yea Will or will not a Plantain Tree produce Plantains twice on the same Stem or Tree or an afresh Successor or Sprout another Stem or Tree proceeding from the Root of the former Tree? Nor is not the Cutting a Plantain Tree near the Ground looked on as Destroying it, or is it or is it not so Cut Because it will not produce Plantains again on the same Stem or Tree? The whole of these Matters According to the best of Your knowledge Remembrance Information and belief together with the reasons of such Your belief fully and Particularly Declare.

To all the Witnesses 12th Do you know of any other matters or thing or have you heard or can you Set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or advantage of the Defendant, If Yea, Declare the same as you know have been Informed or do believe together with the reasons of such your belief as fully as if you had been thereunto Particularly Interrogated.

Mr Sykes
Atty for the Defend.

Mayors Court at Madraspatnam

Between S. Doorgy Chetty of Madras Merchant Complainant and Abraham Leslie

This Deponent Rent that half of the Garden the further most from the House to the Westward, but had the use of an Alcove which is Scituated in the said Ground — That this Deponent did only look upon the Produce of the Ground to belong to him which he Cultivated at his own Expence, but not the produce of the Trees growing thereon — and that this Deponent did let the said House and the part of the Garden Rented to and Occupyed by him therewith unto the Defendant in this Cause for the Remainder of the Term for which he had rented it from the Complainant, and that there were Six or Seven Months then unexpired to the best of this Deponents Recollection, but this Deponent was Answerable unto the Complainant in this Cause for the Rent, untill such time as he Term was expired — That the whole of the said House at the time this Deponent let it to the said Defendant was not in good or Tenantable Repair or Condition — That the North end of the said House was in very bad repair, particularly the Roof, which was so bad that it would not keep out a Moderate Shower of Rain, and that this Deponent had often applied to the Compl^t^ in this Cause to Repair the North End of the said House, as the best Rooms are Situated on that Side of the said House, but he always evaded doing it, by saying South the difficulty of procuring materials — and that the said House and Garden are the same in Question in this Cause to the best of this Deponent belief — and more saith not to this Interrogatory —

To the 6^th^ ..... To the said Interrogatory this Deponent saith, that He knows that the following monsoon after he had quitted the said House, that in Consequence of the Rains, it was in much worse Repair that it was before and that part of it had fallen down, which this Deponent saw himself lying in a Ruinous Condition — Same time in the Year One Thousand Seven Hundred and Seventy two, and not latitable — and this Deponent has likewise heard that the Defendant has often applyed to the

Knows the House and Ground in Question in this Cause Situated in Barn Street in the Black Town of Madras and that this Deponent doth know of the said House and Garden or part of the Garden belonging to the said House being Rented by the Complainant in this Cause to the Defendant in this Cause some time in the year of Our Lord One Thousand Seven Hundred and Seventy Two — and that the said House was in tolerable good Condition it only wanted a little Chunaming in some Place which the Complainant in this Cause desired the Defendant to get Repaired — and that the whole of the said House was in Tenantable Repair or in such Condition that the whole thereof could be used — and that a part thereof sometime Afterwards did become Untenantable or out of Repair or in such Condition as that it could not be Occupyed or used — & that one of the Rooms to the Northward entirely fell down and another adjoining to it became Untenantable and out of Repair or not fit to be Occupyed and that it became so untenantable by the Roof following in and that the Rooms or Apartments are Situated to the Northward of the said House which became untenantable and that the said Defendant had some Goods, Ware, Merchandizes, Stores thing or Things in the Rooms or Apartments before and at the time the same became in bad or Untenantable Condition — and that the said Defendant at the time the said part of the said House became in bad Condition or Untenantable as aforesaid was Obliged to Remove the Things that were therein for the sake of Safety — and that the Removal of the said Things out of the said apartments was Inconvenient to the said Defendant for want of Room — That this Deponent does not know whether those Things were for some time after their Removal Exposed to the Rain or weather for want of Room and proper places to put them in — and more saith not to this Interrogatory —

To the Fourth Interrogatory this Deponent saith, that He doth Know that the said Defendant did Acquaint the said Complainant with the said part of the said House having become in bad or Untenantable Repair, That this Deponent does not know whether the

Said —

Plantains being Cut and taken from the Tree that a Plantain Tree will not produce Plantains twice on the Same Stem or Tree but it will produce Plantains on a Fresh Suckers or from another Stem or Tree proceeding from the Root of the former Tree, that Cutting a Plantain Tree near the Ground is not looked on as Destroying it, but it is as Cut because it will not produce Plantains again on the same Stem or Tree and more saith not to this Interrogatory

12th To the last Interrogatory this Deponent saith that he Quitted the Defendants Service about Six Years and an half ago since which time he is totally unacquainted of what has happened between the Complainant and Defendant in this Cause and more saith not to this Interrogatory

J. Welch
Exam.r

Mayors Court at
Madraspatnam

Between Seldon Polley
Chitty of Madras Merchant
Complainant and Abraham
Leslie of the Same Place Merchant
Defendant

On the Part of the Defend.s

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

Moodie of Madras Gardener Aged 30 Years or thereabouts being Produced
a Witness in this Cause on the Part of the Defendant was on the 19th Day
of June 1785 Sworn in Person at the Office of Mr. Henry Dickey who is
Attorney

the said Complainant with the said part of the said House having become in bad or Untenantable Repair — That the said Complainant very often comes to see the said House and also the Garden but whether he ever came in Consequence of any Representation made by the said Defendant this Deponent Knows not, or other the Matters or Things herein Interrogated — And more saith not to this Interrogatory

To the Fifth Interrogatory this Deponent saith that there were some Bricks and Chunam got but whether by the Complainant or Defendant this Deponent Knows not, and that the Chunam which was so got was put in the Horse Stable — That this Deponent believe none of the said Chunam has been used either for the Repairs of the said House or plaistering the Garden Wall — That the said House has not been Repaired by Stell Pennions in the Condition before Alluded to — and that there is one Room or Apartment on the northside of the said House still untenantable — and more saith not to this Interrogatory —

To the Ninth Interrogatory this Deponent saith, that the Compl.t or any of his People Servants or others by his the said Complainant order did not put Dist or Rubbish on the Ground Occupyed by the said Defendant belonging to the said House neither did the said Complainant or any of his People Servants or others by his the said Complainants order Dig or make Betts or Holes in the Ground before the back part of the said House to the best of this Deponents Knowledge — And more saith not to this Interrogatory

To the Tenth Interrogatory this Deponent saith, that the said Complainant did not at any time since the said Defendant Occupyed the said House and the part of the Garden let therewith Plantain Trees or other Things in that part of the Garden so Occupyed by the said Defendant with the said House to the best of this Deponents Knowledge or other the Matters or Things therein interrogated — and More saith not to this Interrogatory

11 — To

200

Carpea of Madras Gardener Aged 35 Years or thereabouts being Produced and
Witness on this Cause on the Part of the Defendant sworn on the 30th Day of Augst
1775 sheweth on Person at the Office of Mr Henry Dudley who is Attorney for
the Complainant by Candapah my Servant who also left him 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
Vizt

To the First Interrogatory this Deponent saith that He doth Know
the Complainant Soldier Bolley Chitty in this Cause and that He hath
so Known him Fifteen Years or thereabouts, and that He doth also
Know the Defendant Abraham Leslie in this Cause and that He
hath so Known Him Five Years or thereabouts — and more
saith not to this Interrogatory —

To the Forth Interrogatory this Deponent saith that the Complai-
nant did since the said Defendant Occupyed the said House and
the Part of the Garden let therewith Plant some Plantain Trees in
that part of the Garden so Occupyed by the said Defendant with the
said House — That this Deponent does not Know whether the
Complainant did so Plant the said Plantain Trees with or with-
out the said Defendants leave, that the said Defendant did not
destroy or Cause or Order any of the said Plantain Trees to be destro-
yed to the best of this Deponents Knowledge — and more saith
not to this Interrogatory —

To the Eleventh Interrogatory this Deponent saith that it is Custo-
mary to Cut a Plantain Tree near the Ground & the Plantains being
Cut and taken from the Tree, and that a Plantain Tree will not
produce Plantains twice on the same Stem or Tree but it will
produce Plantains from a fresh Succour or from another Stem
or Tree proceeding from the Root of the former or Tree — That Cutting
a Plantain Tree near the Ground is not looked on as Destroying it
but it is so Cut because it will not produce Plantains again on the
same Stem or Tree — and more saith not to this or the last
Interrogatory

The Mark
of Carpea

J. Welch
Comm.

Stipulated after the Term I formerly granted Mr Edward Jones is expired and that at the rate of fifteen Star Pagodas p Month so long as the above mentioned Abraham Leslie is inclenable to Possess or hold the same at the aforesaid rate And which the House & Gardens remains mine Exact sold Or my inhabiting of it my self; While He the said Abraham Leslie shall be obliged to give me the Owner & Renter at least two Months notice in Writting before his intending to remove or leave it And this both Parties agree to as well for themselves as their Heirs &c As Witness their Hand and Seal day & date above mentioned —

To Mr Leslie

I let out to you a certain house for which you Bargained with me at 15 Pagodas per Month, Now four Months is past and the amount comes to above 60 Pagodas you was pleased to write that you'll pay 10 Pagodas every Month, but that I do not like, I am out of Order of my Coming to you, and I am in much hurry for money, therefore please to pay me & Send me 60 Pagodas If you Dont like to Continue to my house at 15 Pag.s p.r month let me know it then I Shall let it out to some other Person —

25th of March 1773 —

Sir
I am your most Humble
Servant —

Sudo Dolly Chitty

Extract from the Minutes of a Court Held at the Town Hall
at Madras Patnam on Saturday the 6th day of April Anno
Domini 1776.

Present

John Turing Esquire Mayor

Reynold Adams — George Smith
George Savage — Ands. Mayendie
James Call — Chas. Edwd. Jones
George Proctor — and Eyles Irwin

Aldermen

Seldon Polley Chitty
Esqrs
Abraham Leslie

Bill with an Account Current and an Agreement annexed Read.
Answer Read
Amended Replication Read
Amended Rejoinder Read
Interrogatories on the part of the Defendant Read
Four Depositions taken thereunto Read
One Exhibits on the part of the Complainant Read
Two Exhibits on the part of the Defendant Read

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on Reading the Compliants Bill with an Account Current and an Agreement annexed The Defendants Answer the Amended Replication the Amended Rejoinder the Interrogatories and Depositions on the part of the Defendant one Exhibit on the part of the Complainant Two Exhibits on the part of the Defendant On Hearing the Pleadings made Use of by the Attornies and on Due Consideration

Had

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(397)

Extract from the Minutes of a Court Held at the Town Hall at Madras Patnam on Saturday the 6th day of April Anno Domini 1776.

Present

John Turing Esquire Mayor

Reginold Adams — George Smith
George Savage — And.w Mayendie
James Call — Chas. Edw.d Jones
George Proctor — and Eyles Irwin

Aldermen

Seldon Polley Chitty

vers

Abraham Leslie

Bill with an Account Current and an Agreement annexed Read
Answer Read
Amended Replication Read
Amended Rejoinder Read
Interrogatories on the part of the Defendant Read
Four Depositions taken thereunto Read
One Exhibits on the part of the Complainant Read
Two Exhibits on the part of the Defendant Read

This Cause Coming on to be Heard and Debated this Day in the Presence of their Attornies on Reading the Complaints Bill with an Account Current and an Agreement annexed The Defendants Answer, the Amended Replication the Amended Rejoinder the Interrogatories and Depositions on the part of the Defendant, one Exhibit on the part of the Complainant Two Exhibits on the part of the Defendant On Hearing the Pleadings made Use of by the Attornies and on Due Consideration

Had

produced for the Inspection of this Honble Court as here Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Kaylaum and Chinglevay of the said Sum of Thirty Seven Pagodas and Thirty Fanams and Interest

But now so it is may it Please this Honble Court the said Kaylaum and Chinglevay Obstenately and Wilfully Refuse to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Kaylaum and Chinglevay may upon their Corporal Oaths 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 that they may be Decreed to Pay unto Your Orator the aforesaid Sum of thirty Seven Pagodas and thirty fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honorable Court to Cause the Said Kaylaum and Chinglevay to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at certain time and Place to be by this Honble Court Prefixed and Appointed them and there to Answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Shall seem Meet

Jno Sykes

Sol.r for the Compl.t

Fd 16th Janry 1776

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gregorio Miguel of Madras Merchant That Bagadu Cottah Basropah Chitty and Nagapah Chitty also of Madras aforesaid Merchants Stand Jointly and Severally Indebted unto your Orator in the Sum and just Sum of Nine Hundred and Forty Nine Pagodas Seventeen Fanams and Thirty Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the sum of Three Hundred and Seventy one Pounds Fifteen Shillings and Elevenpence as will more fully and at large Appear by an Account of Particulars hereunto Annexed for the Inspection of this Honble Court to which Your Orator most humbly Refers and prays that the same may be Admitted as part of this his Bill of Complaint And Whereas your Orator hath frequently and in a friendly Manner Requested the Payment of the said Sum of Nine Hundred and Forty Nine Pagodes Seventeen Fanams and Thirty Cash

But now so it is and may it please this Honble Court the said Bagadu Cottah Basropah Chitty and Nagapah Chitty Obstinately and Wilfully refuse to pay the same or 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 Bagadu Cottah Basropah Chitty and Nagapah Chitty may upon their Corporal Oaths 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 that they may be Decreed to

205

(403)

Mayor's Court at
Madraspatnam.

Tuesday the 9th day of April
Anno Domini 1776.

Present

John Turing Esquir Mayor
George Proctor and Eyles Irwin
Aldermen

Between Gregorio
Miguel of Madras Merchant
Complainant and Bagadee
Cottah Basoopah Chitty and
Nagapah Chitty also of Ma-
dras aforesaid Merchants
Defendants

It Appearing by the Records of this Court that
the Usual Rules have issued for the Defendant to Answer the
Complainants Bill which they have Neglected doing This
Court doth therefor think fit to Order and Decree and doth
Accordingly Order and Decree that the Defendant shall pay
unto the Complainant the Full and Just Sum of Nine Hundred
and Forty Nine Pagodas Seventeen Fanams and Thirty Cash
Pags 949 17. 30. / together with all such Interest as now
is or shall hereafter become Due thereon Untill Full Payment
is made also all Costs of this Suit

Per Cur

206

(405)

That the said Nulla Mostak Naiken may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things before Setforth and alledged as fully truly perfectly and Effectually to all Intents and purposes as if the same were herewagain repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orators the aforesaid Sum of Two Hundred and Eighty One Pagodas Forty Three Fanams and Fifty Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Nulla Mostak Naiken to be Summoned and Appeared by the Sheriff of Fort Saint George Town of Madras Patnam 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 Answer this Your Orators Bill of Compilaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

October 24th 1775

Gideon Firth
Atty for the Compt.s

This Bill was shown to me between the Days of Adjournment Let a Summons issue returnable Next Court day

Geo. Moubray
Mayor

December 1774

I Nullai Mostak Naiken the Son of Sangasall Dash apah Naik do hereby Acknowledge to have Borrowed and Received of Andeapah Mooddly Sumantie Narrinapah Soyambettoo Latchmanah Naik Vennaiga Pillay Appyah Sanjeeve Chinnadoo Pillay Sanjeeve Naiken Nulla Vencatadry and Nullawandoo Naiken the Full and Just Sum of Two Hundred and Eighty one Pagodas

fifteen

Naiken Nullaweneatadoy and Nullawandoo Naiken have assigned and
Setaver and by these presents do assign and Setaver unto the said Domingo
Da Silva the said Recited Bond or Obligation and the Money thereupon
due and Owing and which shall or may become due and all our right
and Interest of in and to the same and We the said Andeapah Modelly
Sunanta Nannapah Lalchonnah Naik Vinniga Pillay Appiah
Sanjeevee Chinnadoo Pillay Sanjeevee Naiken Nulla Vincatadoy
and Nullawandoo Naiken for the Consideration aforesaid have made
Constituted and appointed by these presents to make Constitute and
appoint the said Domingo da Silva his Heirs Executors and Administ-
rators our true and Lawfull Attorney or Attornies Irrevocable for us
and in our Name and in the Name and Names of our Executors and
Administrators but for the Sole and proper use and benefit of the said
Domingo De Silva his Executors and Administrators and Assigns
to ask Require Demand and Receive of the aforesaid Nulla Mortah
Naiken his Heirs Executors and Administrators the Money due
and to become due in the said Bond or Obligation and on non pay-
ment thereof he the said Domingo de Silva his Heirs Executors and
Administrators or Assigns to sue for and Recover the same and
on Payment thereof to deliver up and Cancil the said Bond or Oblige
-tion and give Sufficient Releases and Discharges therefore and one
or more Attorney and Attornies under him to Constitute and at-
-torn the said Domingo De Silva or his Attorney or Attornies under
him shall lawfully do in the premises we the said Andeapah Modelly
Sunanta Nannapah Lalchonnah Naik Vinniga Appiah Sanjeevee
Chinnadoo Pillay Sanjeevee Naiken Vincatadoy and Nullawandoo
Naiken do hereby allow and affirm and We the said Andeapah
Modelly Sunanta Nannapah Lalchonnah Naik Vinniga Pillay
Appiah Sanjeevee Chinnadoo Pillay Sanjeevee Naiken Nulla Vincatadoy
and Nullawandoo Naiken do Covenant with the said Domingo De Silva
that we the said Andeapah Modelly Sunanta Nannapah Lalchonnah

Naik

Mayors Court at
Madraspatnam

Tuesday the 16th day of April
Anno Domini 1776.

Present
John Turing Esquire Mayor
George Savage and George Proctor
Aldermen

Between Andyapah Moodelly
Aumanta Noonapah Latchonnah
Naick Cossiga Pillay & Appayah
Sanjeevee Chinnadoo Pillay
Sanjeevee Naiken Nulla Venkatadry
and Nullavandoo Naiken of Madras
Inhabitants by their Attorney
Domingo Da Silva of the Inhabitant
Complainant and Nulla Mootah
Naiken also of the same place
Inhabitant Defendant.

It Appearing by the Records of this Court that the Space of Six Months the Time Limited by his Majesties Charter is Expired Since the Return of Warrant of Sequestration issued against the Defendants Effects And that the Defendant hath not made any appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Compl.t the Sum and Just Sum of Two Hundred and Eighty One Pagodas Forty three Fanams and fifty Cash Pag.s 281. 43. 50. Together with all such Interest as now is or shall hereafter become Due thereon Until full Payment is made also all Costs of this Suit

By Court

fully truely and Effectually to all Intents and purposes as of the same were hereagain Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Five Hundred and Twenty one Pagodas one fanam and thirty Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Sawana Moodele to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and this Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prescribed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such order and Decree therein as to this Honble Court shall Seem Meet

Wy DuPuy
Atty Compl.t

2.d March 1776
This Bill was shewn to me on the days of adjournment of Summons ijssue returnable next Court day
John Fleming
May 6.th

D.r Sawana Moodele in Acc.t Curr.t with Alexander Cuthbert Cr

1775			P.	F.	C.	1776				P.	F.	C.
Nov.r	22	To 340 Bags of Rice Sold you at 2 Months Credit from the date hereof weighing 478. 8 or 5. m 213. 4 5/8 @ 89 p.c Bag.				Febry	25	By Ballance due this Day		522.	1.	30.
1776		To Interest	517.	31.	16.							
Febry	25	To Interest d.o from the 25.th January to this day is 1. Month at 8 p.c Cent p.r Annum	3.	16.	20.							
		Pagodas	522.	1.	30.			Pagodas		522.	1.	30.

Fort Saint George 25.th February 1776
Errors Excepted p.r Alex.r Cuthbert

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(413)

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orators Isaannes Maarlorus and Daniel
Josephs of Madras Merchants that Coja Mahomed Yagoo
Cawn of the Same Place Merchant Stands indebted unto
Your Orators in the Sum and just Sum of Eight Hundred and
Seventy one Pagodas and thirty two Fanams Current Money
of Madras Making in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum of three
Hundred and forty Eight Pounds and fourteen Shillings or thereabouts
being the Ballance of an Account Current hereunto Annexed for
the Inspection of this Honble Court which Your Orators pray may
be Admitted as part of this their Bill of Compleint And whereas
Your Orators have frequently and in an Amicable Manner Requested
payment of the said Sum of Eight Hundred and Seventy one Pag.
and thirty two Fanams from the said Coja Mahomed Yagoo Cawn

But now So it is May it Please this Honble
Court the said Coja Mahomed Yagoo Cawn Obstenately and wilfully
Refuses to pay the Same or to give Your Orator any Manner of Sa-
tisfaction Touching the Premises Your Orators therefore pray a gene-
ral Relief Such as to this Honble Court shall appear Agreeable
to Equity and good Conscience To the End therefore that the
Said Coja Mahomed Yagoo Cawn may upon his Corporal Oath

Sett

D.r Cojia Mahomed Jagoo Cauro in Account Current with Jeannes Maitland & Daniel Joseph &c.

1775					1776				
Sept.r	29	To the amount Principal of Your Bond to us of this date		2130 - -	March	28	By cash Rec.d from Rasing Rup.s 350 @ 6/ p.r is	Rup.s 624½ @ a 5/ Q. 149 - 38 - -	
Nov.r		To the Amount of a Bill of Exchange Sent to Haydra bad by your desire directed to Coiaum ancer payable to Rasing Rup.s 717 2 @ 350 Rup.s p.r 6/ is		205 - -	March	31	By Interest Bond from the 2.d March 1776 till this day is 29 d.s @ 12 p.r Ct. p Annum	1 - 18 - -	
1776 March	2	To Commission & Charges paid to Rasing by You Rup.s 175½ @ 350 Rup.s p.r 6/		50 - 6 - -	March	2	By Cash Rec.d from M.r Tuth on Your Account		175 - - -
				2385 - 6 - -			By a Bond in Your favor dated by Cajoo Cody Cauro which you made over to us on Your promise		300 - - -
1776 March	31	To Interest on the above Sums from the 29th Sept.r 1775 to this day is 6 Months 2 days @ 12 p.r Ct. p Annum		137 - 38 - -			By one Firelock Bore Pair of Pistol Sold by us to Cajoo Cody Cauro		95 - - -
							By Jewells in our Possession as a Security to the Value of		220 - - -
							By 11 Corges of Marchay Pearls in our Possession as a Security to the Value of		110 - - -
									1651 12 - -
							By Ballance due		971 32 - -
		Pagodas		2523 - - -			Pagodas		2523 - - -

Fort Saint George 31st March 1776
Errors excepted &c
Jeannes Maitland
Daniel Joseph

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(Sign)

D.r Coja Mahomed Sagoo Cauon in Account Current with Jeannes Maitland & Daniel Joseph &c.

1775					1776				
Sept.r	29	To the amount Principal of Your Bond to us of this date	2130.-	-	March	22	By cash Rec.d from Raising Rx. 524½ @ 2 S.r Rx. 350 ₹ C.t is	149.38	-
Nov.r		To the Amount of a Bill of Exchange Sent to Haydrabad by your desire directed to Coisom cancr payable to Raising Rx. 717 ½ @ 350 Rx. ₹ C.t is	205.-	-	1776 March	31	By Interest and.d from the 22.d March 1776 till this day is 2 y.rs 8 M.rs @ 12 ₹ Annum	1.12	-
1776 March	22	To Commission & Charges paid to Raising by You Rx. 175½ @ 350. Rx. ₹ C.t	50.6	-				151.12	-
			2385.6	-	March	27	By Cash Rec.d from M.r Tooke on Your Account	775.-	-
1776 March	31	To Interest on the above Sums from the 29.th Sept.r 1775 till this day is 6 Months @ 12 ₹ Cent.m	137.30	-			By a Bond in Your favor due by Cojavody Cauon which you made over to us on Your promise	200.-	-
							By one Lock & one Pair of Pistol Sold by us to Cojavody Cauon	5.-	-
							By Jewells in our Possession as a Security to the Value of	224.-	-
							By 11 Corges of Marchay Chints in our Possession as a Security to the Value of	110.-	-
								1651.12	-
							By Ballance due	871.32	-
Pagodas			2523.-	-	Pagodas			2523.-	-

Fort Saint George 31.st March 1776
Errors Excepted ₹
Jeannes Maitland
& Daniel Joseph

(A5)

Recd the 26th Febry 1776

To the Honble the Mayor
Court at Madras Patam

Humbly Complaining Sheweth to this
Honble Court Your Orator George Savage of this Place
Merchant that Nonha Chitty of Madras Merchant is
Indebted unto Your Orator in the Sum of One
Hundred and five Pagodas Twenty three Fanams and Four
Cash Current money of Madras Making in Value of
of Great Britain at the Rate of Eight Shillings for
every Pagoda the Sum of One Hundred and Sixty two Pounds
and four Shillings or thereabouts as doth more fully and
and at Large appear by an Account Current hereto annexed
for the Inspection of this Honble Court and by a Copy of a
Mortgage Bond given and granted unto Your Orator by the said
Nona Chitty bearing date the first day of May in the
the Year of our Lord one thousand Seven Hundred and Sixty
five both which Your Orator prays to refer this Honble Court
unto and further prays the same may be admitted as part of
his Bill of Complaint, And whereas your Orator hath frequently
by and in an amicable Manner Requested payment of the
said Sum of Four Hundred and five Pagodas twenty three
Fanams and Fifteen Cash from the said Nonah Chitty

But now so it is, May it please this
Honble Court the said Nonah Chitty Obstinately and wilfully
refuses to pay the same or to give Your Orator any
manner of Satisfaction Touching the Premises Your Orator

(419)

Dr. Ninah Chitty in Account Current with George Savage Cr.

1775			£	F	C	1776				
May	1	To the Amount Principal of your Mortgage Bond Some of this date	380	-	-	Jany	26	By Ballance due this day	405	23 15
1776										
Jany	26	To Interest on ditto from the 1st May 1775 to this day is at 9 ℔ Ct. p Ann.	25	23	15					
		Pagodas	405	23	15				Pagodas	405 23 15

Fort St. George 26th Jany 1776

Errors Excepted

p Geo. Savage

Know all Men by these Presents that I Chinna Chitty Son of Ninah Chitty for and in Consideration of the Sum of Three Hundred and Eighty Pagodas to me in hand paid by George Savage Esqr the Receipt whereof is hereby acknowledged hath Granted Sold Mortgaged and Assigned and doth hereby Grant Mortgage & assign unto him the said George Savage Esqr a House and Ground Situated at Common vacallaty Street Containing in Length from North and South 93 Foot and in Breadth from East to West 45 foot for which I have delivered a Bill of Sale I have and to hold the said House with all Appertinance now belonging to the same unto the said George Savage Esqr his Heirs Executors administrators and Assigns provided Nevertheless that if at the Expiration of Six Months from the date hereof the aforementioned Sum of Three Hundred and

Eighty

214

(424)

Mayor's Court at Madras Patnam

Tuesday the 7th day of May Anno Domini 1776

Present

John Turing Esquire Mayor
Reynold. Adams George Smith and
Edwd. John Holland Aldermen

Between George Savage of Fort Saint George Merchant Com=plainant and Nimah Chitty of Madras Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four Hundred and Five Pagodas Twenty three fanams and Fifteen Cash / Pags. 405.-23.-15. / together with all such Interest as now is or shall hereafter become due thereon Until full Payment is made also all Costs of this Suit

A Cruz

please this Honble Court the said Shak Mustafa Immediately and Wilfully refuses to pay the same or 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 Shak Mustafa 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 truely 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 Ninty Nine Pagodas Seventeen Fanams, With all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Shak Mustafa to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at certain time and Place to be by this Honble Court Perfixed and appointed there and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such order and Decree thereon as to this Honble Court shall Seem Meet

Den Shaw

Atty for the Complt

216

(4257

Filed the 29th April 1776

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court. Your Orator Francisco de Monte of Madras Inhabitant
That Sawmy Grammey Son of Deshepak Grammey of Madras
aforesaid Inhabitant Stands justly and truly Indebted unto Your Ora-
tor in the full and just Sum of Twenty Nine Pagodas Eleven Fanams
and Forty Cash Current Money of Madras Making in Sterling Money
of Great Britain at the Rate of Eight Shillings for every Pagoda the
Sum of Eleven Pounds and Fourteen Shillings or thereabouts as will
more fully and at large appear by a Copy of a Bond or Writing Obligatory
and an Account current hereunto annexed for the Inspection of this
Honble Court and to which your Orator most humbly Refers, Praying
the same may be Admitted as part of this his Bill of Complaint The
Original Bond or Writing Obligatory being now in your Orators Custody
or possession and Ready to be produced to this Honble Court when Required

and Whereas your Orator hath frequently and in a friendly
manner requested the payment of the said sum of Twenty Nine Pagodas Eleven
Fanams and Forty Cash

But now so it is, and May it please this Honorable
Court, the said Sawmy Grammey, obstinately and wilfully Refuse to pay the
same or to give Your Orator any manner of Satisfaction touching the pro-
mises Your Orator therefor prays general Relief, such as to this Honble Court
shall appear agreeable to Equity & good Conscience To the End therefore
that the said Sawmy Grammey may upon his Corporal Oath full true
direct and perfect Answer make to all and singular the Matters and things
hereinbefore Set forth and Alledged as fully truly and effectually to all
Intents and purposes as If the same were here again Repeated and
particularly

217

427

Mayor's Court at
Madras Patnam

Tuesday the 21st day of May
Anno Domini 1776.

Present

John Turing Esquire Mayor
Andrew Majendie and George Proctor
Aldermen

Between Francisco de Monte
of Madras Inhabitant Complainant
and Saumy Gramoney Sons of Deshe
-pah Gramoney of Madras aforesaid
Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Twenty Nine Pagodas Eleven Fanams and Forty Cash Pags. 29 11. 40. / together with all such Interest as now is or shall hereafter become due thereon Untill full Payment is made also all Costs of this Suit

J Turing

Entered the 4th May 1776.

To the Honble the Mayors
Court at Madras Patnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Marck Francis Jeffory of Madras Inhabitant That Indapatan and Mootalapan of the same place Gold Smiths Stands In-Debted unto Your Orator in the full and just Sum of Three Hundred and Twenty Four Pagodas and Eighteen Fanams Current Money of Madras

Making

Complainant and further to Stand to and Abide by such Order and Decree thereon as to this Honble Court shall seem Meet

Gideon Firth
Atty for the Complainant

May 4th 1776

This Bill was shewn to me between the Days of Adjournment &c. a Summons issue returnable next Court Day

John Lyon
Mayor

Know all Men by these Presents that We Sadapaten and Mootalapaten of Madras Gold Smith are held and firmly bound unto Marck Francis Joffory of the same Place Inhabitant in the Penal Sum of Six Hundred Pags Current Money of Madras, to the True and Lawfull Payment whereof we do hereby Mortgage our House and Ground Bell of Sale and bind our Selves our Heirs Executors Administrators or Assigns firmly by these presents In Witness whereof We have hereunto set our Hands and Seale in Madras this Seventeenth Day of January One Thousand Seven Hundred and Seventy Two

Whereas the above bound Sadapaten and Mootalapaten have Borrowed and Received of the aforesaid Marck Francis Joffory the Full and Just Sum of Three Hundred Pagodas to run at Interest at the rate of Ten p Cent p Annum

Now the Condition of this Obligation is such that if the above bound Sadapaten and Mootalapaten their Heirs Executors Administrators or Assigns Shall well and truely pay or Cause to be Paid unto the said Marck Francis Joffory his Heirs Executors and Administrators or Assigns the full Principal Sum of Three Hundred Pags with the Interest that shall become due thereon at the Rate of Ten p Cent p Annum Payable one or before the Expiration of Six Months from the Date hereof then this Obligation to be void and of no Effect otherwise to remain in full force and Virtue

Signed Sealed in the Presence of

Valam
Cadapin

ಸದನಪುಟ್ಟಯ್ಯ
Sadapaten
ಮುತ್ತಲಪಟ್ಟಯ್ಯ
Mootalapaten

A true Copy
Gideon Firth Atty for the Compt.

219

(431)

Mayor's Court at Madraspatnam

Tuesday the 21st day of May Anno Domini 1776

Present

John Furing Esquire Mayor

Andrew Majendie and George Proctor

Aldermen

Between Marke Francis Jeffroy of Madras Inhabitant Complainant and Sadapaten and Mootalapen of the same place Gold Smiths Defendant.

The Defendants being in Court and Acknowledging the Justness of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and Just Sum of Three Hundred and Twenty Two Pagodas and Eighteen Fanams Pags 322 18 — together with all such Interest as now is or shall hereafter become Due thereon Until full Payment is made also all Costs of this Suit

Clur

219

(431)

Mayor's Court at Madraspatnam

Tuesday the 21st day of May Anno Domini 1776

Present

John Furing Esquire Mayor

Andrew Majendie and George Proctor

Aldermen

Between Manoke Francis Jeffroy of Madras Inhabitant Complainant and Sadapatan and Mootalapen of the same place Gold Smiths Defendant.

The Defendants being in Court and Acknowledging the Justness of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and Just Sum of Three Hundred and Twenty Two Pagodas and Eighteen Fanams Pags 322 18 — Together with all such Interest as now is or shall hereafter become Due thereon Until full Payment is made also all Costs of this Suit

Ptur

Particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of One hundred Pagodas together with all Such Interest as now is or Shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Pedro to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras peticam 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 Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Hy DuPuy
Atty Complt

Borrowed and Received of Arthur Cuthbert Esquire the full and just Sum of One hundred /100/ Star Pagodas which sum I do hereby bind my self heirs &c. to pay to the said Arthur Cuthbert Esquire his Heirs &c. on demand with Interest at the Rate of Eight Pagodas pr Cent pr Annum - Witness my hand at Fort Saint George this 29th day of April 1774-

Signed
Pedro

Witnesses
John Munden
John Cooley -

A true Copy
Hy DuPuy
Atty Complt

221

1357

Filed the 30th March 1774-

To the Honble the Mayors
Court at Madrasapatnam.

Humble Complaining Sheweth unto this
Honble Court your Orator Avathanam Soorapah of Madras Merchant by
his Attorney Henry DuPuy one of the Attorneys of this Honble Court that
Ponnoo Nursimala late of the same place Merchant stands indebted unto
your Orator in the full and Just Sum of Six hundred and sixty one Pagodas
Current Money of Madras Making in Sterling Money of Great Britain
at the Rate of Eight Shillings for Every Pagoda the Sum of Two hundred
and sixty four Pounds and Eight Shillings or thereabouts arising upon the
Ballance of an Account Current hereunto Annexed for the Inspection
of this Honble Court and which your Orator prays May be Admitted
as part of this his Bill of Complaint By which said Account Current
may Appear that your Orator has paid and Advanced unto the said
Ponnoo Nursimala the sum of Five hundred Pagodas upon Contract
wherein and whereby the said Ponnoo Nursimala has undertaken to
furnish your Orator with a Quantity of Redwood of the China Assort-
ment to the Value of the aforesaid Sum at the price of three pagodas &
Seven Eighths of one pagoda for Every Candy by Consigning unto Your
Orator the Cargoe of the first of two Vessells belonging unto the said
Nursimala Which Should Arrive at Madras, as by a Copy of a Transla-
tion of the said Contract Does Appear hereunto Annexed for the Ins-
spection of this Honble Court which your Orator Prays May be
Admitted as part of this his Bill of Complaint And your Orator
further begs leave to Setforth unto this Honble Court that both
the said Vessells are Arrived in Madras Road and the Cargoes
thereof are Landed but neither of the said Cargoes are of the Assortment
which

Aforesaid Sum of Six hundred and Sixty One pagodas

But now so it is May it please this Honble Court the said Ponoor Nursemalu Obstinately and Wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction Touching the premisses your Orator prays ageneral Relief such as to this Honble Court shall Appear agreeable to Equity and Good Conscience

To the End therefore that the said Ponoor Nursemalu 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 true and effectually to all intents and purposes as if the same were here again Repeated and Particularly Interrogated that he may Decreed to pay unto Your Orator the Aforesaid Sum of Six hundred and sixty One Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Ponoor Nursemalu to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and thereto Answer this Your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honble Court shall seem

Meet

Wm Du Pre

Solr for the Complt

8th March 1774

This Bill was shewn to me in the days of Adjournment let Summons Issue thereon returnable next Court day

Geo: Savage

Mayor

923

1439

Translation of an Agreement or Contract for Notice for Redward made by Simon Nayler
on the Surface of the Kenwara Ramapah

Dated the 26th June 1775.

Whereas Nathaniel Redward is appointed here first Agent of the
Ship Isabella under the Conduct of Gedapeta Andiappa Gedapeta Ramanah now ies
Ready and with Yours to take Charge of the Cargoe According to the Marks and Num-
bers and agreable to the China Assortment Weighing Gross 5 to 28 Maunds
each Gross and at 57½ Pagodas pr Candy all which you are Debe with
Account of any of the above Defaults The Cargoe Mending thereon in the
Roads to be on my Account but the Risque in the Transporting or Landing
of the Cargoe to be on Yours as Well as the Charges & Duties thereof Should
it happen that any Oppony Wood or any of the Companys Assortment
be Amongst the said Cargoe, I have nothing to Concern therewith — You
have upon this Contract paid me the Sum of 500 Star Pagodas, Towards
the Purchase Thereof, you are to take the Cargoe of the first of the Above
Defaults which Arrive, and after the Receipt of the value Due to you the
overplus is to be Returned me on the Landing of the whole Cargoe, and
the Delivery of all you according to the Marks and Numbers and all Risques
attending the Transportation both in Boats as well as Catamarans — I
have nothing to do with as being on your Account Agreable to the Terms
Recited in this Agreement

Drawn by Pedmoorty Ramasamy in the Presence and
this Three Days of

Signed by Thayanar
Narrinah for and by Consent of
Simon Nayler

To all to whom these Presents Shall come I
Nathaniel Redward of Madras Merchant send Greeting whereas Simon
Nathaniel Redward of the same place Merchant Stands Indebted unto the said
Nathaniel

and Lawfull Attorney for me and in my Name or otherwise but to
the use of the said Henry Dibby his Executors Administrators or
Assigns the said Debt or any part of the aforesaid Debt or Principal
and Interest when and as the same shall become due payable by the
said Obligation and to have take and use
all Lawfull ways and Means in my Name or otherwise for Recovering
the same by Action or Actions Suit or Suits and Attorney or Attorneys
or Acquittance or Acquittances or other Legall and sufficient Discharge or Discharges
for the same for me and in my Name to make seal and Deliver and
to do all other Acts Deeds things or things Concerning the Premises
as fully largely and amply in every Respect as I my self could
do if I were personally present and Attorney or Attorneys one or
more under him for that purpose to make and Appoint at pleasure to
Revoke and I the said Mary Ann Thomas Spraglin for me my Executors
and Administrators Do Covenant to and with the said Henry Dibby
that I have not Released discharged or Received any money due upon
the said Obligation nor of the Debt or Sum of five hundred and sixty One
Pounds due thereupon neither will I my Executors or Administrators
Release or Discharge the said Debt or any part thereof but
shall and will sue or cause to be sued such Lawfull Action or Actions Suit
and Proceedings for the same as by Reason thereof and will
not Release or Discharge any such Action or Actions Suit or
Plaint and if I do I Will pay the Lawfull to and for the said Henry
Dibby his Executors Administrators or Assigns to Recover the Sum
Sum or Sums to be Lent more than all such sum or Sums of Money
as shall be duly Recovered by Virtue of the said Debt or Sum
to be sued upon the said Bond or Obligation and the Condition thereof
without

having only Agreed and Contracted to Deliver unto the Transferrer Long Poles and China Assortment mixt, and which he the said Transferrer was to receive and Discount for the Weight as they are marked from five to above Twenty Mounds each piece, that is, the least Piece was to Weigh five Mounds and the greatest above Twenty Mounds as aforesaid, and which is Evidently the Case, for had this Defendant really Contracted to Deliver the said Transferrer the China Assortment only no pieces of that Quality will Weight five Mounds only but will frequently Weigh from Ten Twelve to Twenty Mounds and above each Piece Consequently this Defendant could not have Agreed to have Delivered the China Assortment only it being the Long Poles that was meant of the Small Weight of five Mound and not the China Assortment, And further Long Poles are Particularly mentioned in and part of the said Contract How then could or can this Defendant be Answerable for the said China Assortment only? and which may serve to Demonstrate to this Honble Court the Illegality and Unjustifiableness of the Complainants said Demand and Action, And instead of this Defendant's being so unjustly Prosecuted as he is that the said Transferrer Instead of making the said Assignment unto the said Henry Dudley should not only have Received all the said Redwood, But also have paid unto this Defendant the Amount of the said Redwood Over and above the said Amount or Sum of Five hundred Pagodas

All which Matters and things this Defendant is Ready and Willing 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.

Jno. Sykes &c.

Attys for the Defendt

1449

having only Agreed and Contracted to Deliver unto the Transferrer Long Poles and China Assortment mixt, and which he the said Transferrer was to Tassie and Account for the Weight as they are marked from five to above Twenty Maunds each piece, that is, the least Piece was to Weigh five Maunds and the greatest above Twenty Maunds as aforesaid, and which is Evidently the case, for had this Defendant Really Contracted to Deliver the said Transferrer the China Assortment only, no pieces of that Quality will Weight five Maunds only but will frequently Weigh fourty Ten Twelve to Twenty Maunds and above each Piece Consequently this Defendant could not have Agreed to have Delivered the China Assortment only it being the Long Poles that was meant of the Small Weight of five Maund and not the China Assortment, And further Long Poles are Particularly mentioned in and part of the said Contract How then could or can this Defendant be Answerable for the said China Assortment only? and which may serve to Demonstrate to this Honble Court the Illegality and Unjustifiableness of the Complainants said Demand and Action, And instead of this Defendant's being so unjustly Prosecuted as he is that the said Transferrer Instead of making the said Assignment unto the said Henry Dudley should not only have Received all the said Redwood, But also have paid unto this Defendant the Amount of the said Redwood Over and above the said Amount or Sum of Five hundred Pagodas

All which Matters and things this Defendant is Ready and Willing 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.

Mr. Sykes &c

Attys for the Defendt

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230

/453/

/455/

doth Admit that the Translation annexed unto the Defendants Answer is a just Translation as the Words long poles were not inserted in the Translation annexed unto this Repliants Bill of Complaint But this Repliant saith his said Action is never the lefs good For this Repliant doth say that the first of the Defendants Vefsells which did arrive in Madras Road did bring Red Wood according to the Assortment and quality contracted for which were long poles and China Assortment And whereas of the Red Wood brought by the Defendant there were but a small quantity of long Poles and none of the China Assortment, but all the rest was Red Wood of the Companys Assortment which this Repliant was not bound to take, and it is particularly Mentioned in the said Contract that this Repliant was not, to have any of the Companys sort and apply Wood, and as Reply to what the Defendant hath set forth that he never refused to Company with the Conditions contained in the said Contract which he saith was to deliver Red Wood poles and China Assortment, this Repliant saith that if the Defendant had brought Red of the quality and Assortment in the said Contract Set forth and expressed it would have been fulfilling & performing his Contract but this Repliant denies and will prove that the Red Wood brought by the Defendant is out of the quality which he should have delivered according to the said Contract Whereby this Repliant has and did sustain consi-derable damage, And in further Reply to what the Defendant saith that he always was and is still Ready to deliver unto this Repliant or any person legally empowered to Receive it the quantity and quality of Red Wood contracted for as aforesaid this Repliant by his said attorney saith that he frequently since the filing of the said Defendants answer sent Sundry of his Servants and people who have skill and knowledge in such Kind of Merchandize

To

to State the Nature of the Contract he denies he has complied with the conditions thereof And Saith that the true Reasons why this Repliant did not receive the said Red Wood agreeable to the said Contract was because the Red Wood which was brought by the Defendant was not conformable to the quality contracted for — And this Repliant further saith he doth admit that the differences respecting the delivering and receiving of the said Red Wood between this Repliant and the said Defendant was submitted by them to Arbitration and Arbitrators were according by whom he did deliver as their Opinion upon the premises that the Red Wood produced by the Defendant in performance of his Contract with this Repliant was not agreeable thereto that there was but a small and unproportionable quantity of long piles amongst the said Red Wood and that all the rest was rad wood of the Company's assortment as how upon the Defendant did propose to this Repliant that if he would take the said Red Wood he would abate one pagoda per Candy from the contracted price in consideration that the Red Wood he had provided for this Repliant was not agreeable nor of the quality contracted for — which offer of the said Defendant this Repliant did reject as he was sensible he had sustained considerable damage by the Defendant not performing his said Contract by providing and delivering Red Wood of the quality and assortment therein specified and as was in case the Defendant had delivered Red Wood according to the said Contract this Repliant would have been a considerable gainer thereby and consequently would not have refused to receive it if the Defendant had it to deliver, but the Defendant not having the said Red Wood to deliver it was impossible this Repliant could receive it from him, Whereby this Repliant was disappointed of the advantage and was deprived of that profit or

gain

23

1459

The Amended Rejoinder

of Peter Naumann of Madras

Merchant Defendant to the Amended

Replication of Arathoon Sarkies

of the same place Merchant by his

Attorney Henry Bailey Bonfield

This Defendant now and at all times hereafter saving

to him self and all manner of Benefit and Advantage

of Exception to the many Manifold Errors Uncertainties and

Insufficiencies in the said Replication Contained for Rejoinder thereunto

or unto so much thereof as this Defendant is advised is Material or

necessary for him to Answer Traverse or Deny Answereth and

Saith That he doth Deny all and all manner of Unlawful Combination

Confederacy Fraud Covin and Undue Practice in the said Bill of Complaint

mentioned to the great Error Delay and Insufficiency in the Law of the

said Complainant in the said Manner and Form as the same are therein and

thereby Alledged and that the said Replication is very untrue Certain

Uncertain and Insufficient and this Defendant for further Rejoinder thereunto

doth Aver That he still Constantly Ready to Abide by and Perform

his Answer to the said Bill of Complaint and to all and every the

Matters and Things therein Contained as this Court shall think fit

and Requisite and this Defendant Craves the same Benefit Advantage

and Privilege of Exception to the Uncertainty Insufficiency and Imperfection

of the said Replication as if he had demurred in Law to the same

And this Defendant further Rejoinder thereunto Answereth and Saith

That he doth Deny that the said Complainant Ought to have or Maintain

his said Bill of Complaint against this Defendant for the Recovery of

the Sum of Sicca Rupees Mentioned in the said Replication or any

other Sum or Sums of Money whatsoever And this Defendant Avers

that the said Complainant is Justly and Truly Indebted unto this

Defendant in the Sum of Three Hundred Pagodas as hath been

Proved in the Cause and this Defendant is ready to Prove the same

whenever he shall be Required by this Honble Court And this

Defendant Avers That the said Complainant did wrongfully Detain

from this Defendant the Sum of Three Hundred Pagodas Current

Filed 21st Nov 1758

233

1459

The Amended Rejoinder
of Peroo Vanvarada of Madras
Merchant Defendant to the Amended
Replication of Avathumam Sowpaddy
of the same place Merchant by his
Attorney Henry Dubey 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 Untruths Errors Uncertainties Insufficiencies
and Imperfections in the said Replication Contained for Rejoinder thereunto
saith that he will aver & maintain his said Answer to the
said Bill of Complaint and all and singular the Matters and things
therein Contained to be good true Perfect and sufficient in the Law to be
Replied unto in and Manner and Forme as the same are therein and thereby
set forth and well dyed and that the said Replication is very untrue Evasive
and Insufficient And this Defendant for further Rejoinder to the said
Replication doth say that he still abideth by and Insists to stand Indebted unto
the said Replicant in the Sum of Six Hundred Sixty One Pagodas
as the same is Originally set forth in the said Replicants Bill of Complaint
and also in this present Rejoinder mentioned and also in his said Replica-
tion and not any other Sum or Sums of Money whatever, As the Contrary
thereof in any wise appears or ought to appear, But this Defendant
doth say and Insists that he Justly and truly stand Indebted unto
the Defendant in the Sum of One Hundred Pagodas as well hereafter
appear and as the same is already set forth in this Defendants said
Answer, This Defendant denies that the said Replicant did apply to

Cunnacapah

Q 34

/464/

Translated Defendant Desires to Demonstrate to this Honble Court the falsity of the said Translate and the Illegality of the said Action founded thereon and Commenced in Conformity to the said Unjust Translate, which Costs should, as this Defendant Conceives, be paid by the said Replicant who Commenced Same — Whether he is Bound to pay thereof the Costs in this Cause or not — This this Defendant humbly hoping and Not Doubting that the said Replicants said Demand and Action Will Appear to this Honble Court Unjust, also humbly hopes this Honble Court will be Pleased to Dismiss the said Bill with such Costs as this Honble Court may be of Opinion such an Action Merits — This Defendant for further Reply Saith that he absolutely denies that the said Action is good, as the said Replicant pretends, as in the first place, the said Action is Wrong Groun-ded as before and in this Defendants said Answer set forth, and in the se-cond place, this Defendant does absolutely deny the Cause of Action alledged by the said Replicant in his said Replication, tho' the same is at any rate a deviation from his Bill of Complaint, which is Ex-hibited for a Breach of Contract on this Defendants not delivering the Chinas Assortment of Ordered only, whereas no such Contract Exists or was made by this Defendant with the said Replicant, the Contract in Question being for Long Poles and China Assortment, Which Contract this Defendant has fulfilled as far as this Replicant would permit him to do, he this Defendant was ready and willing to Deliver unto the said Replicant the Long Poles and China Assortment so Ordered which Agreeable to the said Contract and has kept them ever since their Arrival for the said Replicant in Conformity to the said Contract, this therefore the said Replicants saith that the said Contract is not fulfilled and Not that of this Defendant which is unjustly Pretended — This Defendant for further Reply to the Bill humbly Insist that the first of his this Defendants Defences in Question or which were mentioned in the said

this Defendant— If he Sustained any Damages it was his own
fault for which he the said Repliant should blame himself he
the said Repliant having refused to Receive the Redwood Con-
tracted for as aforesaid This Defendant denies that since the
filing of his Answer the said Repliant sent Sundry of his servants
and People who have skill and knowledge in Redwood to ex-a-
mine the same, or that the said Repliant did offer to receive it as
he pretends, And its Immaterial to this Defendant What the said Repli-
ant was Informed about the said Red Wood or ofits not being Suitable
to the quality of the Wood Contracted for, if he was Informed so, Which
this Defendant doe not Admit, as the same Was and is Agreeable to
the said Contract, and this Defendant saith that after the filing of this
the Repliants said Answer this Defendant Met the said Repliants
Attorney Ruluch Cubagah, who told this Defendant that his Master
the said Repliants Attorney was Willing to receive the Redwood
provided Cowally Cubagah and the Two Arbitrators Should
ex-amine the Redwood and Report the same to be equal in quality to the
said Contract which proposal this Defendant Rejected unless some
other proper and Skillfull Person, and who had a proper knowledge
of Redwood should be Appointed to Examine the said Redwood also,
as he the said Cowally Cubagah was the very Person that destroyed
the Penalty Bond hereinafter mentioned, and the Author and Cause
of this Defendant, and Alleges who has but very little knowledge in
Redwood this Defendant however thinking that the said Repliant
was Inclinable to Accommodate the said Affair provided the Red-
wood proved equall in quality to the Redwood Contracted for, as is really
the Case, this Defendant did thereupon take two Merchants skillfull
in that kind of Merchandize to the place Where the said Redwood
lay and shewed them the same as also the said Written Contract in
London, Which they have Carefully ex-amined and found the
Red—

to proceeding with the Covenants and Conditions therein Inserted, still the said Replicant in the first of his said Replication saith his true reasons why he did not Receive the Red Wood tendered him was because the Redwood that was brought by this Defendant was not Conformable to the quality Contracted for which this Defendant will Maintain to be utterly false and Untrue Respecting the Defendants Allegations in the said Replicants said Replication Respecting the Defendants Bill And in another part of this said Replication he Says that the Defendants said Timbers but a small and Unproportionable Quantity of Long Piles among the said Redwood In this Observation the said Replicant seems to have forgot two things, In the first place, that there is no particularly Quantity of Long Piles mentioned in the said Contract, But Long Piles and Short Assortment as they were then Loaded or might be brought — In the Second place That the said Replicant in his Said Bill of Complaint so far from Discovering to have been desirous of having a greater quantity of Long Piles than what Were actually brought and tendered on the said Occasion, Prosecutes this Defendant for the Short Assortment only, It is therefore very remarkable and Surprizing that any Objection or dispute should have been made on that Account, And if it is true that any Observation of that Sort Was Really made by the said Defendants as the said Replicant pretends it is Equally Astonishing that the said Replicant should pretend that the said Contract was for the Short Assortment only and prosecute this Defendant for it as such Shows the said Replicant was Neither Ignorant of the Nature of the said Contract Nor Could it have Escaped his memory, and Shews Not only his action but Motives to have been Litigious and Unjust — This Defendant further saith, as he has in his said Answer already said, that the said Replicant being Convinced that there was but very little demand for Red Wood for the Short Market sent his Orders only under the pretence of taking on Account of the Red Wood and the Weighed as Was Marked, &c.

mentioned. This Defendant further saith that Notwithstanding any thing by the said Replicant alledged and Charged to or in Account of this Defendant in the said Contract still he this Defendant was as he now is ready to deliver the Quantity of Redwood Contracted for either unto the Transferee or any Person Legally authorized to receive it, And for the said transferee indeavoring to recover the same as aforesaid he ought to Blame himself and not Charge this Defendant with any Loss or Gains which he Magnifically pretends he has Sustained or could have Realized nor had he any Right Cause or Reason whatever either to Charge this Defendant therewith or with the said Sum of Five hundred Pagodas Advanced as aforesaid or to prosecute this Defendant for any part thereof this Defendant being as before mentioned always Ready and Willing to fulfill his part of the said Contract by delivering the Redwood Agreeable thereto as aforesaid he this Defendant is therefore not Liable to pay unto the Transferee or his said Attorney the above Advanced Sum of Five hundred Pagodas nor the pretended Loss and Gains alledged by the Complainant in his Replication or any part thereof or any thing Else, On the Contrary this said Replicant ought long ago to have received the said Redwood Contracted for and ready to be Delivered as before mentioned and to have paid the Aforesaid Advance Amount to Him and Above the said Sum of Five hundred Pagodas Advanced on Account of the said Contract as aforesaid, And as the said Replicant refused so to do he is liable and ought to pay this Defendant Interest for the Amount of the said Advances from the time that he ought to have Received the said Redwood and paid the same to the time he does so receive and pay the same, And this Defend.t begs

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1477

Mayors Court at
Madraspatnam

Between Avathanoon
Sorrapah of Madras Merchant
by his Attorney Henry Darby
is Complainant and Conoor
Narrenalee of this same place
Merchant Defendant

On the Part of the Complainant

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

Sorrabullapogalliah of Madras Merchant Aged 39 Years or thereabouts being
Produced as a Witness in this Cause on the Part of the Complainant was on the 12th
Day of May 1775. Sworn at the Office of Mr. John Sykes who is Attorney
for the Defendant by Candapah my Servant who also left him a Note of the
same Title and Place of abode of the said Deponent and afterwards on the same
Day being sworn and Examined Deposeth as followeth.—

To the first Interrogatory this Deponent saith that he doth know
the Complainant Avathanoon Sorrapah in this Cause and that he
hath so known him Twenty Years or thereabouts — and that he doth
also know the Defendant Conoor Narrenalee in this Cause and
that he hath so known him Twenty Years or thereabouts — and
to the rest in this Interrogatory —

To the third Interrogatory this Deponent saith that he doth know
the said Agreement Marked A now shown and Exhibited to him in this
Deponents Custody in the Tamul Language — and that he doth know Meaning —
purport and Contents thereof — That this Deponent was chosen by
the Defendant but with the Consent of the Complainant and inspect
the

Complainant and Ponoo Narsemalu
of the same Place Merchant Defendt

On the Part of the Complainant

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

Haymuller Myrapolle Chitty of Madras Merchant Aged 47 Years
a Witness being produced as a Witness in this Cause On the Part of the Com-
plainant was on the 3d Day of January 1776. Sworn in Person at the Office
of Mr Sabon Sykes who is Attorney for the Defendant by Candapah my
Interpreter who also first knew a Note of the Name Title and Place of abode of
the said Defendant and after wards on the same Day being Sworn and
Examined Deposeth as followeth

To the First Interrogatory this Deponent saith that He doth
know the Complainant Mr Thomas Sowrapah in this Cause and
that He hath so known him Thirty Five Years or thereabouts —
and that He doth also know the Defendant Ponoo Narsemalu
in this Cause and that he hath so known him also Thirty Five
years or thereabouts — and more saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that He doth
know some thing Respecting the Contract entered into by the
Complainant and Defendant in this Cause for the Delivery of Red
Wood — That this Deponent does not Recollect what Quantities
of Red Wood were by the said Contract covenanted to be Delivered
But this Deponent doth know that it was to be of the China
assortment of the first and Second Sort — and that the said
Defendant did not Deliver the Quantities of Red wood of the

Quantities

you not know any thing of a Dispute or difference having arisen between the Transferror and Defendant in this Cause about the said Redwood, If yea, were or was not the said Dispute or Difference referred to the decision of yourself and any other Person and who by Name as Arbitrators, If yea, By whom were each of you chosen Arbitrators? Did or did not the said Transferror and Defendant enter into a Penalty Bond to abide by the Determination of you and the said other Person as Arbitrators, If yea, Did you and the said other Arbitrator or did you to Examine into the said Difference between the said Transferror and Defendant, If yea, did you or did you not Agree thereon or Determine the said Difference, If not, were or was not Tandavan Somboo Chetty and Vencata Rama Chetty joined with you and the said other Arbitrator or Appointed as Umpires in the said Arbitration to Examine into and settle the said Difference, If yea, Did or did not the said Arbitrators and Umpires Examine into the said Affair Accordingly, If yea, did they or did they not finish or Decide the said Difference, If not, what was the reason they did not decide the same? Did or did not One of the said Arbitrators, and who by reason, take and Destroy the Penalty Bond entered into on the said Occasion, If yea by whom was the said Arbitrator who Destroyed the the said Penalty Bond Chosen, and for what reason, or what Account or under what pretence did the said Arbitrator so take and Destroy the said Penalty Bond? The whole of these Matters According to the best of your knowledge Remembrance Information and belief fully and

To particularly Declare

To Ramasamy Pullaah and Tandavan Somboo Chetty

5th Did you or did you not See and Examine the Redwood in Question in the Cause, If yea Do you or do you not know whether there was as much or more of the Piece Assortment and Long Pole than was sufficient to fulfill the said Contract?

The

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1657

This Paper Writing marked B was shewn Nayguishevarrum, Tsoolum Vambee Chitty, Rangapah Mudeliar, Munapah Mudeliar, Yannanum Mudeliar, & Ghoolah Kistnamah Chitty, at the respective times of their Examinations before me in a Certain Cause now Depending and at Issue this Honble the Mayors Court at Madraspatnam wherein Arathoon Stevens Serrapah of Madras Merchant by his Attorney Henry DePiny one of the Attornies of this Honble Court is Complainant and Coja Nazeemula of Madras Merchant is Defendant on the 1st 2d 16th & 20th Days of July Anno Domini 1776.

S. Weloh
Coms.

Mayors Court at Madraspatnam

Between Arathoon Stevenspah of Madras Merchant by his Attorney Henry DePiny one of the Attornies of the Honble the Mayors Court is Complainant and Coja Nazeemula of Madras Merchant is Defendant

On the Part of the Defendant

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

Nayguishevarrum of Madras Merchant Aged 50 Years or thereabouts the being Sworn & Affirmed in this Cause on the Part of the Defendant was on the 20th day of July 1775 Sworn at the Office of Mr Henry DePiny who is Attorney for the Complainant by Interpretation of Ghoolah Kistnamah Chitty also sworn & Interpreter in this Cause & afterwards in the same Room Sworn & Examined Deposeth as followeth

1st Int.

Say being sworn and Examined

Contract or an Attested Copy thereof were produced to him by Brown
Nathaniel the Defendant in this Cause and that this Deponent
did Examine the said Contract or the said Attested Copy thereof
also and that this Deponent did compare the said Redwood
with the said Attested Copy of the said Contract and that the said
Redwood agreable to the said Contract in every Respect and that
this Deponent did report the same to the said Henry
Dilly and that one Ninapah Dubuck was with this Deponent
at the time and that this Deponent did Report the same at the
request of the Defendant in this Cause and that this Deponent had
reason to suppose that the Consequence of such Report would
be that the Complainant would take the said Redwood as Mr.
Dilly had said that if the said Defendant could find two
Merchants who would say that the said Redwood was according
to the Contract he would take it and that the Paper Writing now
shewn and shown to him at the time of his Examination
marked A is the same that this Deponent Compared the said
Redwood by and now saith not to this Interrogatory.

To the Twelfth Interrogatory this Deponent saith that he does know
some thing of the Contract and Redwood in Question in this Cause
and that he did Examine the said Redwood, and that this Deponent
did sort out and Examine the Weight of each peice of the said Redwood
and that the Paper Writing now produced and shown to him at
the time of his Examination marked B does contain of all
the said Particular Account thereof and of the Weight of each
peice as marked thereon, and that this Deponent did compare
the said Redwood with the Attested Copy of the said Contract
Signed by the Register of the Parish the Mayor and that
this Deponent did find that the said Redwood Agreed with the
said Copy of the said Contract, and that the Paper Writing now

produced

1811.

also know that Defendant Cornelius Narrowmaker in this Cause and that he hath as known him Three Years or thereabouts — And more saith not to this Interrogatory

3d. To the Third Interrogatory this Deponent saith, that He doth know of the Boats arriving at Madras with some Redwood belonging to the Defendant in this Cause and which he the said Defendant had Contracted to deliver to the Complainant or Transferror in this Cause — but whether it was in the Year of Our Lord One Thousand Seven Hundred and Seventy Three this Deponent knows not, but he thinks it was about Two Years ago since the said Boats arrived at Madras — and that the said Transferror did hire Boats and Catamarans and Land the said Redwood and that the said Redwood was part on the Beach, and that the said Transferror did take away the pieces of the said Redwood — and that the said Transferror did send his Peon or Servant to take an Acct. of the said Redwood and of the weight of each piece according to the marks thereon — That the said Transferror did Employ or Servant did Count the pieces of the said Redwood but this Deponent does not know how many pieces he did it Count not — That this Deponent does not know whether it was the China Standard or Long Poles, but that the weight of the Pieces which he so Counted out were two and Three Maunds — and that the said Employ or Servant of the said Redwood did occasion a Dispute between the said Transferror and the said Defendant — and more saith not to this the last Interrogatory —

The Marks
+
of Deponent

Mayor's Court at Madras

Between Jonathan Cannon Senr. of Madras Merchant by his Attorney Henry Du Pre one of the Attornies of the Honble the

1757

~~I do~~ Make the weight of each Piece to the best of this Depo-
nents Recollection as other the Matters or Things herein Interrogated
& mean saith not to this or the last Interrogatory

The Mark of
+
Barbeo

Mayor's Court at
Madraspatnam

Between Aankanoo
Sorrapah of Madras Merchant
by his Attorney Henry DuPuy
one of the Attorneys of this Hon^ble
the Mayors Court in Complainant
and Cumar Narramaloo of
Madras Merchant Defendant

On the Part of the Defendant

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

Jacobus Tombos Reilly of Madras Merchant Aged 53 Years without being
Cautioned as a Witness in this Cause on the Part of the Defendant sworn on
the 31st May of July 1775 Sworn in Person at the Office of M^r Henry DuPuy at the
Instance of the Complainant by Candapah my Servant who also left Interpre
ter of the Tamul Tongue and Clerk of this said Deponent and afterwards
on the same day being sworn and Examined Deposeth as followeth

To the First Interrogatory this Deponent saith, that He doth know
the Complainant & Defendant mentioned in this Cause and that

He

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Interrogated the said Reduced with — and more saith not to the Interrogatory —

To the Fourth Interrogatory this Deponent saith, that He did see and Examine the Reduced in Question in this Cause — and that this Deponent does believe there was as much or more of the Chitta Assortment and Long Cotes there as was sufficient to fulfill the said Contract —

To the Fifth Interrogatory this Deponent saith, that He and one Vencata Rama Chetty were chosen as Umpires or Joined with Cawrelly Soubiah and Comboley Soubiah as Arbitrators by the Complainant and Defendant in this Cause to settle and Determine a Difference between the said Complainant and Defendant about the Reduced in Question in this Cause — and that this Deponent and the said other Umpire and Arbitrators did Examine the said Difference Accordingly — That the said Arbitrators and Umpires did Determine the said Difference between themselves and Acquainted the Complainant and Defendant by Word of Mouth that they had done so but neither of the parties seemed willing to abide by the said Determination, which was the Reason the said Arbitrators and Umpires did not draw out an Award in Writing — and that one of the Arbitrators did and Cawrelly Soubiah by name did take and Deliver the Cawrelly Bond entered into on the said Occasion, and that the said Arbitrators was chosen by Arathamum Soorapah, and the reason that the said Cawrelly Soubiah destroyed the said Cawrelly Bond was because He was chosen by the said Complainant to settle the Difference between them, and the Defendant — and that after Examining the Dispute, and asking the said Complainant whether he would abide by his Determination the said Complainant Refusing Tried the said Cawrelly Soubiah, and he immediately destroyed the said Cawrelly Bond — and more saith not to this Interrogatory —

To the Sixth Interrogatory this Deponent saith, that He doth know

1775

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

Nimrod Parker of Mason Parish Aged 40 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 17th day of August 1775 Sworn & Sworn at the Office of Mr Henry DeLeRay who is Attorney for the Complainant by Consent & his Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being sworn and Examined Deposeth as followeth —

To the First Interrogatory this Deponent saith, that He doth know the Complainant & Northampton Savage in this Cause and that He hath so Known him Five years or thereabouts — and that He doth also Know the Defendant Connor Woodmake in this Cause and that He hath so Known him ever since the Commencement of this suit and more saith not to this Interrogatory

To the Sixth Interrogatory this Deponent saith, that He doth Know of some Conversation being had between Mr Henry DeLeRay the Complainants Attorney & the Defendants Attorney in this Cause about the Redwood in Question since the Commencement of this present Suit, and that the said Henry DeLeRay did in the course of such Conversation offer to restore the said Redwood or say he would Receive the same from and the said Defendant could prove the Redwood in Question in this Cause to be equal in Quality and Weight to the Contract in Question by two Skilful Merchants, that the said Henry DeLeRay did absolutely say that he would pay the Court Charges or Costs of Suit, but said that if the Defendant could prove by two Skilful Merchants that the Redwood in Question was equal and Weight to the Contract in Question He would then consider and Weight the Charges or Costs of Suit — That this Deponent was present —

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1797

Mayor's Court at
Madras Jatnam

Between Avathaiuum
Soorapah of Madras Merchant
by his Attorney Henry DuPuy one
of the Attornies of the Hon.ble the
Mayor's Court in Complainant
and Conor Navarnalu of Madras
Merchant is Defendant

On the Part of the Defendant

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

Ramboley Pulliah of Madras Merchant Aged 40. Years or thereabouts
being produced as a Witness in this Cause on the Part of the Defendant was on
the 28th. day of September 1797 Signified at the Office of Mr. Henry DuPuy
who is Attorney for the Complainant by Condispah my Servant who also
Left him 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.t

To the 1st Interrogatory this Deponent saith that He doth know
the Complainant Avathaiuum Soorapah in this Cause and that
He hath to knowledge been Twenty Years or thereabouts and that he
doth also know the Defendant Conor Navarnalu in this Cause
and that he hath to knowledge been also Twenty years or thereabouts
and more saith not to this Interrogatory

To the 2d Interrogatory this Deponent saith that He doth
know some thing of the Contract of Redwood in Question in this
Cause That this Deponent doth also know some thing of the Dispute

per

6th To the Ninth Interrogatory this Deponent Saith, that He did see and Examine the Redwood in Question in this Cause and that to the best of this Deponents Remembrance there was just sufficient of the Chinese Assortment and Long Poles to fulfill the said contract — and more Saith not to this or the last Interrogatory —

P Melapa
Cannt

In the Mayor's Court at Madras/Patnam

Between Arathannum Loovapah of Madras Merchant by his Attorney Henry Dundas one of the Attorneys of this Honble the Mayor's Court in Complainant and Pooner Narrainalu of Madras Merchant Defendant —

On the Part of the Defendant

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

Rangapah Moodelier of Madras Merchant Aged 35 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendt and Sworn the 11th day of July 1778 Sworn in Person at the Office of Mr Henry Dundas one of the Complainant by Condapah my Servant who also Left him as his Attorney for the Complainant by Condapah my Servant who also Left him Note of the name Title and Place of abode of the said Deponent and afterwards on

Amended Replication Read
Amended Rejoinder Read
Interrogatories on the part of the Complainant
Filed Depositions taken thereunto Read
Interrogatories on the part of the Defendant with a Caujan in the Gentoo Language Marked A and an Account of Redeemed originally in the Malabar Language and a Translate thereof Marked B annexed Read

Two Depositions taken thereunto — The Witness N 4 died four days after the Interrogatories were sent to the Examiner

This Cause coming on to be Heard and debated this Day in the Presence of the Attornies on both sides on Reading the Complainants Bill with an Answer thereto & Translate of a Contract & Assignment annexed — The Defendants Answer Thereunto Amended Replication, The Amended Rejoinder, The Interrogatories and Depositions on the part of the Complainant, The Interrogatories & Depositions on the part of the Defendant with a Caujan in the Gentoo Language Marked A and an Account of Redeemed in the Malabar Language and a Translate thereof Marked B annexed — On Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree, and doth Accordingly Order and Decree, that the Complainants Bill do stand Dismissed with Costs

Decree

1

Feb. 27 June 1776

To the Right Honourable the Lords Commissioners for Trade and Plantations

Humbly Complaining Sheweth unto your Lordships Peter Thompson of Madras Merchant that your Orator is justly and truly indebted unto the Honourable United Company of Merchants of England trading to the East Indies in the full and just sum of Thirty six Pagodas Current Money of Madras Making six Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the sum of fourteen Pounds and twelve Shillings or thereabouts as doth appear Particularly and at large by the Account Current hereunto Annexed for the Inspection of this Honble Court and by a Copy of the Translation of a Bond or Obligation from the said Norrogaren unto your Orator bearing date the twenty seventh day of February which is in the Year of our Lord One Thousand seven hundred and seventy six Both which your Orator prays to refer this Honble Court unto and further prays the same may be Admitted as part of this his Bill of Complaint, And whereas your Orator further sheweth unto this Honble Court that he hath frequently and in an humble manner Requested payment of the aforesaid sum of thirty six Pagodas and twenty four fanams from the said Norrogaren

But now so it is may it please this Honorable Court the said Norrogaren Wickedly and wilfully refuses to pay the same unto your Orator any manner of Satisfaction touching the Premises your Orator therefore prays

/659/

1859

Complainant and Vellayah Chitty
and Veera Savvery Chetty of the
same place Merchants are the
Defendants Venkatachellum Chitty,
Govinda Rama Chetty and Sheeha-
chellum Chetty being the Petitioners
and the aforesaid James Mott Esqr
aforesaid Attornies John Irving
and William Turing the Respondents
on the part and Behalf of the afore-
said Petitioners

To all the Witnesses } 1st Do you know the Parties Petitioners and Respondents in this
Cause or either of them, If yea how long have you so known them
and either and which of them Declare

To Mootoo Coo-
maraah Chetty and
Govindappy Venkata
Chellum Chetty } 2d Did you or did you not know Kaumachy Mootoo Chetty
in his life time in the proceedings of the aforesaid Petition
named, and how long did you so know him and do you
or do you not know the aforesaid Veera Savvery Chetty and if the
said Veera Savvery Chetty Chetty and the aforesaid petitioners in the
Title of these Interrogatories Named were or were not Brothers and
Sons of the aforesaid Kaumachy Mootoo Chetty if yea, which were
the Eldest of the aforementioned Sons, do you know of any Matter or
thing respecting or relating to the Property Right or Title in or to the
House and Premises in dispute between the said parties the Petitioners
and Respondents and whether the same were the property of the aforesaid
Kaumachy Mootoo Savvery in his life time, or the property of his
aforesaid Sons or either and which of them do you or do you not know

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Complainant and Vellapah Chitty
and Veera Sawmy Chitty of the
same place Merchants to wit the
Defendants Venatachellum Chitty,
Govinda Rama Chetty and Sheetha-
chellum Chetty being the Petitioners
and the aforesaid James West by his
aforesaid Attornies John Turing
and William Turing the Respondents
in the part and Behalf of the afore-
said Petitioners.

To all the Witnesses } 1st Do you know the Parties Petitioners and Respondent in this
Cause or either of them, If Yea howlong have you so known them
and either and which of them Declare

To Mootoo Coma-
rapah Chetty and
Govindy Vencata
Chetty Sheetha-
chellum Chetty } 2d Did you or did you not know Raumaahy Mootoo Chetty
in his life time in the proceedings of the aforesaid Petitioners and
Answer Named, and howlong did you or know him
or do you not know the aforesaid Veera Sawmy Chetty and the
said Veera Sawmy Chetty and the aforesaid petitioners
Sons of the aforesaid Raumahby Mootoo Chetty if Yea, which
the Best of the aforementioned Sons, do you know any Matter
thing Respecting or Relating to the Property Right or Billing
House and Premises in dispute between the said parties the Petitioners
and Respondent and whether the same were the property of the said
Raumahby Mootoo Sawmy in his life time, or the property of
aforesaid Sons or either and which of them do you or do you not

Do you or do you not know of any Matter or thing Respecting or Relating to the property Claim or Title of Possession in or to the premises in dispute between the parties Petitioners and Respondent and whose property does and now is and who built the said House and who raised at any time and at what time the profits and Rents of the said House and whether the said House was or was not out of Repair some time during the life time of the said Kaumachy Mootu Chitty. And what persons and whom supported or Maintained the said Kaumachy Mootu Chitty in his life time and where did the said Kaumachy Mootu Chitty departed this life and long is it since the Decease of the said Kaumachy Mootu Chitty and who were heirs to his Estate and Supported or Maintained her family after his Decease and who presided at or directed the funeral ceremony of him the said Kaumachy Chitty Mootu Chitty and paid the Charges and Expences thereof declare the same as you know have heard been informed or do believe together with the Reasons of such Your belief according to the best of Your Judgment and Knowledge Declare &c

Vyapaiyah Klayan and Sapah Master Carpenter

4th Did you or did you not know Kaumachy Mootu Chitty in his life time If you know long did you so know him did the said Kaumachy Mootu Chitty in his life time and Veeratchellum Chitty or other and which of them or any other and what persons and whom make application to You Respecting the Repairing and Rebuilding the premises in dispute between the Petitioners and Respondent did the said persons or neither and which of them or any other and what persons or

persons

at thes the time of your Examination do you know any Matter or thing of the same being out of Condition and Repair during the life time of the aforesaid Kaumachy Mootw Chitty or any other and what time and when and what person or persons paid for the Repairing or Rebuild-ding of the said premises and whether the aforesaid Veeraswamy Chitty paid all or any part of the Expences or Costs of the said Repairs &c and whether the said Vencatachellum Chitty did or did not some time and how long time before the decease of the said Kaumachy Mootw Chitty support the Family of him the said Kaumachy Mootw Chitty and how long is it since the decease of the said Kaumachy Mootw Chitty and how has Maintained and Supported the said Family since the decease of him the said Kaumachy Mootw Chitty and who paid the Expences of his Funeral declare the same as you know have heard been informed or do believe together with the Reasons of such your belief According to the best of your Judgment and Knowledge declare

To Comaraypah Chitty 6th Do You or do you not know of any Matter or thing Respecting or Relating to the Title Claim property or Right of Possession in and to the House and Premises in dispute between the parties Petitioners and Respondent in the Title of this Interrogatories Named did you not inhabit and dwell therein at any time and when and how long time did you inhabit and dwell therein and if you paid any Rent in consideration thereof and how much and to whom did you pay Rent therefore do you know who paid the Companys Scavengers duties and other Taxes and Duties upon the said House and Premises and by whose order did you quit the said House and when and for what account and Reason declare the same as you know have heard been informed or do believe together with the Reasons

of

To Master Nind
Shorrane

9th Q.— Do you or do you not live Near the premises in dispute between the parties Petitioners & Respondent in the Title of these Interrogatories Named, if Yea whose property is the said House at this the time of your Examination and whose property has the said House been any time within these twenty Years past, do you or do You not Know whether the said House was or was not at any time Repaired and Rebuilt and when and by whom and who paid the Expence and Charges of such Repairs declare the same as you Know have heard been informed or do believe together with the Reasons of such your belief According to the best of your Judgement and Knowledge declare

To Viscinda
Moodeliar
Scavengers Conveyeply

10.— Are You or are you not Scavengers Conveyeply or was you or was you not Scavengers Conveyeply some time on or about the year of Our Lord One Thousand Seven hundred and Sixty three & when and how long after the said time— If Yea did you or did you not collect and Received Scavengers duty upon the premises in dispute between the parties Petitioners and Respondent in the Title of these Interrogatories Named at or about or any time after the said Year one Thousand Seven hundred and Sixty three and when and from whom did You collect and Receive the same, And whose property did You know or was informed the said Premises were declare the same as you Know have heard been informed or do believe together with the Reasons of such Your belief According to the best of Your Judgement and Knowledge declear

To all the Witnesses

11th Q. Do You know of any other Matters or things or have you heard or can you Set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or advantage of the Petitioners

Attorney for the Respondents by Coindapah my Servant who also left him a Note of
name Title and Place of abode of the said Deponent and afterwards on the same Day being
Sworn and Examined Deposeth as followeth

To the First Interrogatory this Deponent saith that He doth Know the Petitioners in this Cause and that He hath so Known them Twenty five years or thereabouts — but that He doth not Know the Respondents in this Cause — and more saith not to this Interrogatory.

To the Second Interrogatory this Deponent saith that He did know Kaumachy Mootoo Chitty in his lifetime in the Proceedings of the aforesaid Petition and Answer Named — and that he so Knew him Fifty Years or thereabouts — and that He doth also know the aforesaid Veera Savvy Chitty and that the said Veera Savvy Chitty and the aforesaid Petitioners in the Title of this Interrogatories named were Brothers and Sons of the aforesaid Kaumachy Mootoo Chitty and that Venatachellum was the Eldest of the aforementioned Sones. — That this Deponent does Know of some Matter or thing Respecting or Respecting to the Property Right or Title to the House and Premises in Dispute between the said Parties the Petitioners and Respondents and that it is the Property of Venatachellum one of the Petitioners in this Affair and that the same was the Property of the aforesaid Kaumachy Mootoo Chitty in his lifetime — and that this Deponent does Know and has been informed that the said Kaumachy Mootoo Chitty during his lifetime paid the Scavengers Duties and other Duties due to the Company upon the said Premises and Received the profits or Rents of the said Premises — and that the Bill of Sale or title Deed of the aforesaid Premises was made in the Name of the said Kaumachy Mootoo Chitty and that the Premises were about Seventeen Years ago during the lifetime of the said Kaumachy Mootoo Chitty in want of repair and out of Condition and the same and the same were Repired and rebuilt and at the Expence and

Costs

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1771.

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

Veeraragava Venkatachellum Chitty of Madras Merchant Aged 46 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Petitioners on the 25th. day of March 1775. Sworn in Person at the Office of Mr. Charles Bromley one of the Attorneys for the Respondents by Cundapah my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the 31st. day of the same Month being Sworn and Examined Deposeth as followeth—

To the First Interrogatory this Deponent saith that He doth know the Petitioners in this Affair and that He hath so known them Thirty Five Years or thereabouts— and that he doth know John Turing one of the Respondents in this Affair and that He hath so known him Twenty Days or thereabouts— but that He does not know William Turing the other Respondent in this Affair—and more saith not to this Interrogatory—

To the Second Interrogatory this Deponent saith that He did know Kaumachy Mootu Chitty in his lifetime in the Proceedings of the aforesaid Petition and Answer named and that He did so know him Thirty Five Years or thereabouts— and that He doth also know the aforesaid Veera Saivony Chitty— and that the said Veera Saivony Chitty and the aforesaid Petitioners in the Title of these Interrogatories named were Brothers and Sons of the aforesaid Kaumachy Mootu Chitty, and that Venkatachellum was the Eldest of the aforementioned Sons— and that this Deponent doth know of some Matter or Thing respecting or Relating to the Property Right or Title of or to the House and Premises in Dispute between the said Parties the Petitioners— and that the same were the Property of the aforesaid Kaumachy Mootu Chitty in his lifetime and Venkatachellum or of the Petitioners in this Affair and that the aforesaid Kaumachy Mootu Chitty paid the Scavengers Duties and other Duties to the

Company

aforesaid James West by his afore-
said Attornies John Turing and
William Turing the Respondents

On the Part of the Petitioners

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

Ristnapah Bramany of Madras Bramany Aged 88 Years or thereabouts
being Produced as a Witness in this Cause on the Part of the Petitioners was on the 25th
day of March 1776. Sworn in Person at the Office of Mr. Charles Bromley who is
Attorney for the Respondents by Cundapah my Servant who also left him a Note
of the Name Title and Place of abode of the said Deponent and afterwards on the same
Day being sworn and Examined Deposeth as followeth

To the First Interrogatory this Deponent saith that He doth Know
the Petitioners in this affair and that he hath so known them
Twenty Five Years or thereabouts — But that he dose not Know
the Respondents in this affair — and more saith not to this
Interrogatory

To the Third Interrogatory this Deponent saith that He did Know
Kaumachy Mootu Chitty in the Proceedings of the aforesaid Peti-
tion and Answer named in his lifetime and that he did so know
him Sixty Seven Years or thereabouts — and that he doth also
know Veera Sawmy Chitty in the aforesaid Petition and answer
named and in the aforesaid Cause named and that he hath so known
him Thirty Years or thereabouts and that this said Veera Sawmy
Chitty and the aforesaid Petitioners were Sons of the aforesaid
Kaumachy Mootu Chitty — and that this Deponent dose
know of some Matters or thing respecting or relateing to the
Property