Nos. 1 of Coll. H. n. 389, Pl.
Fig. 1 and 2 3

MAYORS COURT RECORDS

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GENERAL No 12033

(Pages 613 to 1278)

Total Sheets :

செப்பனிடுபவர் பெயர் S. :ஸாரதிதேவி.

செப்பனிடுவதற்காக எடுத்துக் கொள்ளப்பட்ட நாள் : 19 மார்ச் 2004

செப்பனிட்டு முடித்த நாள் : 30 மார்ச் 2004

சரிபார்க்கும் மு. நி. பா. எ. 1.

சரிபார்க்கும் மு. நி. பா. எ. 2.

Checked.

Mayor's Court at
Madrasapatnam

(613)

1

Tuesday the 1st Day of August
Anno Domini 1780

Present

The Hon.ble John Holland Esq.r Mayor
Colln B. Dent and Edwd Saunders
Aldermen

Between Abdul Kurreem by his
Attorney Nonsoor Baksquee of
Madras Inhabitant Complainant
and Wallapah of the same place Inha
bitant Defendant

This Cause coming to be heard and Debated this day in
the Presence of the Attorneys on both Sides on Reading the Complainants
Bill with Copy of an Account Current and an Assignment Annexed the
Defendants Answer with an Account Current Annexed the Exhibits
the General Evidence the Interrogatories and Depositions on the
Part of the Complainant Their Interrogatories and Depositions on the
Part of the Defendant On Motion of the Pleadings made
Here by the Attorneys and on due Consideration had thereon
This Court doth thereupon Order and Decree and doth
Accordingly Order and Decree that the Complainants Bill to be
Dismissed With Costs

Ct Clk

Reg.d 14163
Mayor's Court
18 Sept.
1st August 1780

(616)

Filed the 15th April 1760

To the Honble the Mayor
Court &c. Madrasspatnam

Humbly Complaining Sheweth Unto this Honble
Court your Orator Annathillam Mondelliar by his Attorney Adolphus Lewis
of Madras Inhabitant that Defendant Agamon Alias of the same place
Inhabitants Mandevisalled unto your Orator on the 5th March 1760 Seven
of Sixty One Pagodas And fifteen fanams Current of Madras Money
In Sterling Money of Great Britain at the Rate of Eight Shillings
for every Pagoda the Sum of Twenty Four Pounds Eleven Shillings &
four Pence thereabouts As well More fully and at large Appears by an
Account and an Assignment thereof hereunto Annexed for the Inspection
of this Honble Court to which your Orator Refers and prays that
they may be Admitted as part of this his Bill of Complaint And
Whereas your Orator hath frequently and often Friendly Manner
Requested the Payment of the said Sum of Sixty One Pagodas &
fifteen fanams

But now so it is and may it Please the
Honble Court the said Defendant Agamon Malevolently and
Wilfully Refuses to Pay the same or to give your Orator any
manner of Satisfaction touching the Premises Upon Which
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 Defendant Agamon may from Hon

Corporal

Corporal Rathe full true Honest And perfect Answer Make to All and
Singular the Matters And things herein before Set forth And Alledged
Respectively Severally 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
And fifteen Pounds with all Such Interest as aforesaid or such
further Answer thereto All the Costs of this Suit
hereafter becomes due thereon All which is Humbly

May it Please this Honble Court to Cause the said
Defendant and Agonen to be Summoned and Enjoined by Sheriff
of Fort Saint George Town of Madrasspatnam 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 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

Dan Shaw

Wm Campbell

13. April 1780

Thereon Came on the Day
of Adjournment to this Court
your Returnable Mid Court

Day

Edwd Johnson Holland

Mayor

the Receipt whereof the Said Annachelleum Moodelliar doth hereby Acknowledge
he the Said Annachelleum Moodelliar hath Assigned and Setover and by
these Presents doth Assign and Setover unto the Said Seven of 616
and 15 fanams and all his Right and Interest of in and to the Same and the
Same and the Said Annachelleum Moodelliar for the Consideration aforesaid
hath made Constituted And Appointed by these Presents do make Constitute
And Appoint the Said Adolphus Smith his Executors and Administrators
his true and lawfull Attorney And Attorneys Irrevocable for him and
in his Name and on the Name and Names of his Executors And
Administrators but for the Sole and proper Use and Benefit
of the Said Adolphus Smith his Executors Administrators
And Assigns to ask Require Demand and Receive of and from
the said Defend And Against them or either of them Their Executors Administrators
the Said Sum of Sixty Nine Pagodas And fifteen fanams and on non Payment
thereof they the Said Defend and Against them or either of them Their Executors
Administrs to Sue for and Recover the Same and on Payment thereof to give
Sufficient Releases and Discharges therefore And One Or More Attorney
or Attornies under him to Constitute and Substitute and Such at Pleasure the
Said Adolphus Smith or his Attorney or Attornies under him Shall Lawfully do in the
Premises the Said Annachelleum Moodelliar doth hereby Ratify and Confirm
And the Said Annachelleum Moodelliar doth Covenant with the Said
Adolphus Smith that he the Said Annachelleum Moodelliar hath Not done
nor will Receive the Said Money or any Part thereof Neither Shall Hereafter
Release or Discharge the Same or any part thereof but will Bear and
Allow of all Lawfull Proceedings for the Recovery thereof by the Said
Adolphus Smith Saving the Said Annachelleum Moodelliar harmless
of

(646)

Dr. Stott and Agnews

1770
May 23 To Cash Advanced you 6
1775
June 15 To Ditto Ditto 6
July 28 To Ditto paid at Sundry times for Making a Land and Levelling
a Piece of Ground on both you Agreed to sell me but on the
1780 you Afterwards Sold to Sarah Pitts 25
March 15 To Interest on the Undermentioned Sums to this Day
at 12 ℔ Cent ℔ Annum Viz.
On Pa 56 for 9 9 24 ..... 7 2 60
6 4 9 ..... 3 16 60
25 6 7 17 ..... 13 3 60 24
Amot Pay.t 61

Madras 16. March 1780

E. E.

Know all Men by these Presents that I Thomas Rose Servant of Mr Hall have
Granting Whereas Defendant Agreeable to Mr Hall's Order
made by an Account hereunto Annexed do Stand Indebted unto
Indebted unto Armachellum Mandelliar of the Same Place
Inhabitant in the Sum of 61 Pagodas and 15 Fanams for
the Amount due on the said Account. Now Know Ye
that the said Armachellum Mandelliar for and in Consideration
of the said Sum of 61 Pagodas 15 Fanams to me
hand paid by Adolphus Smith also of Madras Inhabitant

4 (619)

Rod Just Sum of Sixty One Pagodas and fifteen fanams
/Pags. 61. 15/ together with all such Interest as may grow
due shall hereafter become due thereon until full Payment
is made also all Costs of this Suit

S. Hall

To the Honble. the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble.
Court your Orator Abdul Magath by his Attorney Nanjeah Rodgeah
of Madras Inhabitant that Sayadu Ry Jeanna Merchy of the same place
Inhabitant Stands Indebted unto your Orator in full and Just Sum
of One thousand three Hundred and forty four Pagodas Nine fanams
Current Money of Madras Reckoning Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda the Sum of Five
hundred and thirty Seven Pounds and fourteen Shillings or thereabouts
as will more fully And at large Appear by an Account Current and Also Copy
of an Assignment 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 and further says your Orator hath frequently
and in a most Reasonable Manner Requested Payment of the said Sum
of One thousand three hundred and forty four Pagodas and Nine
fanams

But notwithstanding May it Please this
Honble

of or from any Costs they may have sustained thereby. In Witness whereof the
Armenian Woodthorpe hath hereunto set his hand and Seal this Sixteenth
this 16th day of March 1778
Signed Sealed and Delivered
in the Presence of

Mayors Court at
Madrasapatnam.

Tuesday the 8th Day of August
Anno Domini 1780

Present

Edwd John Holland Esqr Mayor
James Call and Thomas Cooper

Aldermen

Between Armenian Woodthorpe
by his Attorney Holdsworth Gent Plaintiff
Inhabitant Complainant and Defendant and
Agreeable to the Complaint Inhabitant Defendant

It Appearing by the Records of this Court
the usual Rules have passed for the Defendant to Answer the Comp
Bill which he has Neglected doing this Court do therefore think
fit to Order and Decree and do Accordingly Order and Decree
that the Defendant shall forthwith to the Complainant the sum

(620)

D.r Sujdee Hayssane. Merkey for the Concern With the Ayah. Abdul Majeed & Co.

1778						1778					
June	1	To Ballance of Purlad Account of this Date Ashown Ledger by your	100	21	-	Sept.	-	By Cash Received in Part & Different times 60 Rupees which @ the Exchange of 180 Rupees of 2/3 Pagodas	116	12	-
Sept.	1	To 10 Shawls Handkerchiefs Sold And delivered	300	-	-						
		To 1 Piece of Sawnlah	130	-	-	Oct.	2	By Ballance due	1346	9	-
		To 1 Ditto of 2 Khay Bandanny	90	-	-						
		To 1 Ditto of 2 Khay Snaye	100	-	-						
		To 1 2.d Jamawar Sportany	120	-	-						
		To 1 Do of Silks	90	-	-						
			635	-	-						
		To Deducting Dunlars Duty 127 Pag.s for the Same Remain	508								
Oct.	2	To Cash you Remitted undertook to pay me on this day on Account of Manpherson	450								
		Pagodas	1358	21	-			Pagodas	1358	21	-

Fort Saint George

£ £ £

(69)

(622)

To all People to Whom these Presents Shall Come Greeting

Whereas Sayd the Hyssany Merkey of Madura Merchant on the Ball
of said Pagoda Warrant bearing date the Seventeen of October 1770 Made
Indebtedness to Agah Abdul Majeed of the Same place Merchant in
Sum of 1344 Pagodas and 9 Fanams Current Money of Madura
Now Know ye that the said Agah Abdul Majeed for Valuable
Consideration to him in hand paid by Nanesseu Rodrigues of Madu
Inhabitant at or before the Sealing and delivery of these Presents the Re
Whereof he the said Agah Abdul Majeed doth hereby Acknowledge
he the said Abdul Majeed hath Assigned and Set over unto the said
Nanesseu Rodrigues the said Recited Current and the Money or Recov
Premises and Interest thereupon due and owing and to become due
Come due thereon and all his Right and Interest of from and to the
and every part thereof and the said Agah Abdul Majeed for Himself
tion aforesaid hath Made Constituted and Appointed and by these
Presents doth Make Constitute and Appoint the said Nanesseu
Rodrigues his Heirs Executors Administrators Assigns and Lega
Attorney Irrevocable for him and in the Name and Stead of him
And Administrators but for the Sole use and benefit of the said Nanesseu Rodrigues his Executors Administrators and
Assigns to Ask Require Demand and Receive of the said Syd
Merkey his Heirs Executors and Administrators the money
due and to become due on the said Recited Current and Dec
non Payment thereof to the said Nanesseu Rodrigues his
Heirs

heirs Executors Administrators to Sue for and Recover the Same and on Payment
thereof deliver up the Said Account Current and give Sufficient Release
And discharges therefore and Do or Cause All & Every Other Act Matter
& thing to be Executed and whatsoever the Said Nawaub Badrudeen his
Attorney or Attornies under him Shall Lawfully do in the Premises
the said Agah Abdull Majeed doth hereby Allow and Affirm the
said Abdull Majeed doth Covenant with the Said Nawaub that
he the Said Agah Abdull Majeed hath Not Received Nor will
Receive the Said Money due or to become due on the Said Balance
of the Said Account Current or any part thereof Neither shall
or will Release or discharge the Same or any part thereof without
Due and Allowance of all Lawfull Proceedings for the Recovery thereof
he the Said Nawaub Badrudeen Saving the Said Agah Abdull
Majeed harmless & Indemnified from Any Costs that may happen to
him thereby In Witness whereof he the Said Agah
Abdull Majeed hereunto Set his Hand and Seal in
Madras this fourth day of October One Thousand Seven
Hundred and Seventy Eight

Signed Sealed and Delivered
Whereas Stamped Paper not to be had in the
Presence of
Benjamin Watson
Secretary

Agah Abdul Majeed (L.S.)

(624)

Filed 16. Feby 1779

The General Answer

of Sophia Hyppolite Wesley of Martin Inhabitant

the Bill of Complaint of Hyppolite Regd

Attorney Marie Jeanne Destrehan

This Defendant now and at all times hereafter saving and

unto herself all and all Manner of Benefit and Advantage of Exception

that Many Errors Uncertainties and Insufficiencies in the said

said Bill of Complaint Contained for Answer thereunto or to the

thereof as she this Defendant is advised is Material for her to

Answer unto Says that she is ready to bring forth the Contents the

the Sum of Seven Hundred three Hundred and forty four

and Nine pence in Money as the same is falsely supposed

in the said Bill of Complaint

All which Matters and things this Defendant is

Willing to Aver Maintain and prove as this Honble Court

this Honble Court shall direct and Humbly Prays that she

of Complaint May stand Dismissed With Costs

Destrehan

Solr for Defdt

Filed 28th July 1779

The General Answer

of Hyppolite Wesley

of Martin Inhabitant to the Bill

of Hyppolite Hyppolite Wesley of the same

Inhabitant

This

The said Replication saving to himself all Advantage of Exception to the Defendants Answer for Replication thereunto saith that all and every the Matters and things in hand by the said Bill of Complt to be Already in this Honble Court Sufficiently Maintained and proved to be good and Certain in the Law to be Answered unto and Sufficiently and that the Answer of the said Defendant is Insufficient in the Law to be by this Repliant Replied unto for diverse Manifest and Insufficiencies and Uncertainties therein Contained

All Which Matters and things this Replicant is Ready and Willing Further Maintain and prove as this Honble Court Shall Direct and Most humbly Prays soon and by the said Bill of Complt he hath Already Prayed

Henry Dillon
Atty for Repts

Filed 29th March 1779

The General Rejoinder of Sydney Fly Esqr to the General Replication of Ryah Abdill Mogatt by his Atty Nancy Jones

Rejoineth

This Defendant Answer and at all times hereafter saving and reserving to himself all manner of Benefit and Advantage of Exception to the many Errors uncertainties and Insufficiencies of the said Replication for Rejoinder Saith that this Defendants said Answer is true Certain and sufficient in the Law to be Replied unto and

Saith asin and by his said Answer he hath Already said and doth say as
And Maintain all and every thing and things herein to be true And Prays
in Such Manner As therein is Alledged And as prayed and this Dep
Also Saith that the Said Depositions of the Said Complainants and
and on Suffrendon the Same to be Reperused unto by this Deponent
Sandries Respectively and Interrogated thereon Confirmed and this D
Appears done to Stand Saith Additionals to the Said Complainants
As this Saith are charged in the said Bill of Complaint

All Which Matters and things this Deponent is
Ready Maintain and prove as Such Manner and form as
Honble Court Shall Ordered and therefore Prays as Deponent as
Answer he hath Already Prayed

Bapsham
Atty Depts

Interrogatories to be Administered unto
Such Witness as Shall be produced Sworn and
Examined on the Part of the Complainants
Mustapha Cawas Nowabjhandang and all Sworn
the Honble the Mayors Court at Madrispatam
Whereon Aga Abdool Hagee by his Atty Manuel
Rodrigues of Madraspatam habitant is Complain
and Sydee Hadey of the Same place Merchant
is Defendant

Saith the Witness } Doyen knows the Parties Complainant and Defendant
on the Title of the Interrogatories Named or either of them

And the said Answer he hath already and doth hereby
And Maintain all and every thing and things therein
in Such Manner & Form as is Alledged And for proof
Also Saith that the Said Respondent as the Said Compl
and on Suffrendon the Same to be Reprended unto by the Defendant
Ayenst diverse & Sundry persons therein Contained and the
As the Same is charged in the said Bill of Complaint

All Which Matters and things the Defendant
To Be Maintain and proved as Such Matters and Things
Honble Court Shall direct and therefore Prays as he formerly
Answer he hath already Prayed

Coppinger
Atty Defts

Interrogatories to be Administered to
Such Witness as Shall be produced Sworn and
Examined on the Part of the Complt Richard
Austen Cane Respondent and at Present
the Honble the Mayor Court of Madrass
Whereas Aga Abdul Rahim by his Bill of Complaint
Rodrigues of Madrass Merchant hath Exhibited
and Sundry Matters in the said Complaint Mentioned
to Defendant

To all the Witnesses } Doyen Rosario the Pretty Complt and Defendant
on the Title of this Interrogatories Named Dubash of Mr

If ffor know long have you ackonown the more the Defend

Abdhuff
and
Hamed Hamed } 2d Do you or do you not know Whether the said Defts
on this Cause on the Ballance of An Account Settled between them the
said Complainant and defendant on or About the Month of June 1778
in Any Sum of Money If ffor whatever the said Sum or Ballance
so due by the said Defendant to the said Complainant. Do you or do
you not know whether the said Sum or Ballance has or has Not
been paid by the said Defendant to the said Complainant or what the
the same do or doth Not Still Remain unpaid and due from the
said Defendant to the said Complainant Declare to the best of their
According to the best of your knowledge Remembrance and belief
as Particularly Declare

To
Hagah Mahomed } 3d Do you or do you not know or have you or have you
and
Hagah Hussan } not ever heard the Defendant in this Cause Acknowledge that
he was or was not Indebted unto the Complainant in this Cause
in Any Sum of Money on the Ballance of an Account Settled
between them the said Complainant and Defendant on or about
the Month of June which happened in the Year 1778 If you what
or how Much was the said Sum or Ballance. Did or did not
the said Defendant pay the same to the said Complainant or doth
or do the Not the said Sum or Ballance Still Remain due from the said
Defendant to the said Complainant and you know have heard
or do believe fully and Particularly Declare

To
Hagar Hanff
Said Hamed Hagah } 4th Do you or do you not know whether the
and
Hagar Mahomed. Defts

Defendant on this Issue duly sworn did not at any time on or since the
1772 Purchase of the Complainants on this Issue shewn or Imparted
to Shands and Allen Melvins from the Complainants on this Issue
Removed as young and deducted Sum of Money and such Sum
or deducting Purchase Custom or Charges are therein mentioned
and are or are not such goods as the said Defendant by
of the said Complainants Imported or Purchased as Factors for the same
Question on this Issue Sworn did the said Defendant take
Time or Times Acknowledge and such the Complainants Demand
or not that the Account of the said goods was shewn by him the
Defendant to the said Complainants and Agreed or Disagreed
thereon or to any of that Sum or Sums of Money from the said Def
to the said Complainants Whereupon of this Plaintiffs Counsel
the said Defendant Duly Examined

To Interrogatory 5th Do you know Whether One Mr Stephenson or any
Indebtedness to the Complainants on this Cause or any Sum of Mo
at any Time or about the Month of October one thousand seven
the Years of Our Lord One thousand seven hundred and Sixty
Eight If so what Sum Did or did not the Defendant owe
at any Time or Times on Record the Month of Oct. A Dom
thousand seven hundred and sixty eight Did the said Def
Did Sum of Money to the said Complainants or any
of the said Mr Stephenson If so did or did not the said Def
at any time or Times Acknowledge the same or pay

Answer

Interr. Pray do you or do you Not know whether the Same was or was not paid
or do you or do you Not know or believe that the Same Still Remains
due by the Said Defendants to the Said Complainant or is Not the Said
Sum Which the Said Defendants so undertook and promised
to Pay and Acknowledged the Same in Question in this Cause
the Whole of this Matter According to the best of your Knowledge
Remembrance Information and belief fully and particularly Declare

Interr. Do you know of any other Matter or Things or have you
heard or Can you Set forth Any thing touching the Matters in
this Cause that may tend to the Benefit or Advantage of the Complts
Cause that you know have been informed or
If you Declare the Same as you know have been informed or
do believe together with the true Reasons of Such your belief
as fully as if you had been thereunto Particularly Interrogated

John Sykes
Witness

Mayors Court at
Madraspatnam

Between Aga Abdul Mazeed
by his Atty. Narrainsa Rodrigues of Madras
Inhabitant Complainant and Sydu Hussain
Merkey of the 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

Hagah Yusuff of Madras Inhabitant Aged 51 Years or thereabouts
being Produced a Witness in this Cause on the Part of the Compl
was

wise on the 6th Day of December 1779 Shewen on Person at the Office of Mr. Ly
Popham who is duly for the Defendant by Commissioner my Servant Thereby Sp
Oath of the Name Title and Place of Abode of the said Defendant and after
on the same day being Sworn and Examined Depones to the Interrogatorys
1st ..... To the first Interrogatory this Deponent Saith that he doth
the Complainant Mgr Abbott Major Hon this Cause and that
hath so known him 3 or 4 Years and Also knows the Defe
and doth he doth so known him Aboard Bengal and remain
Not to this Interrogatory
2d ..... To the Second Interrogatory this Deponent Saith that he doth
that he to the the Defendant in this Cause was indebted Unto the
Complainant in this Cause on Account of Bore Shawl Mahe
Sungen the Sum of 650 Pagodas and that this Deponent do
knows that the said Sum or Ballance has not been paid by the
said Defendant to the said Complainant and that the same
doth still Remain unpaid and due from the said Defe
to the said Complainant and more Saith not to this Interrog
3d ..... To the fourth Interrogatory this Deponent Saith that he doth not
that the Defendant in this Cause did Aboard Bengal agt from
of the Complainant in this Cause Sundry Goods Such as Shaw
And other Articles from the Complainant in this Cause to the
Amount of 1918 Pagodas and half that this Deponent doth not
know whether Durchas Customs or charges in the said Goods
deducted but that Such goods as the said Defendant did not
whether Durchas of the said Complainant in the same
Questions in this Cause and that the said Defendant did
Acknowledge

Acknowledge And in the Presence of this Deponent that the Amount
of the said grandaward duely by him the said Defendant to the said Complt
and that this Deponent doth know and believe that the same is
still due from the said Defendant to the said Complainant
and More Saith not to this or the last Interrogatory

Exam.d

Mayor's Court at
Madrass patnam

Between Aga Abdul Majeed by his
atty. Narrainsawmy Radanapoo of Madras Inhabitant
Complainant and Syady Hussain Musky of the
same place Inhabitant Defendant

On the Part of the Complainant

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

Said Hamed Hasak of Madrass Merchant Aged 60 years or
thereabouts being Produced as Witness in this Cause on the Part of the Complt
Sworn the 6 Day of December 1779 Sheweth in Person at the Office of Mr
Stephen Popham who is Attorney for the Defendant who also left him a Not
of the Name Sirl and place of abode of the said Defendant and afterwards on
the 8 Day of the same being Sworn and Exam.d Deposeth as follows viz.th

To the first Interrog this Deponent saith that he doth know the Complt
in this Cause and that he hath so known him about One year and an
half and that he doth also know the Defendant in this Cause and
and that he hath so known him About One year and four Months
and more Saith Not to this Interrogatory

To the Second Interrogatory this Deponent Saith that he doth
know the Defendant in this Cause was indebted unto the Complt
in this Cause on the Balance of an account Settled between them

the

the Said Complainant and Said Defendant about One year and four Months ago
Said that the Said Sum or Ballance ended by the Said Defendant to the Compt
was 1358 Pagodas and 26 fanams And that the Defendant doth know that
Said Sum or Ballance was Not discharged by the Said Defendant to the
Complainant and more Saith not to this Interrogatory

4th To the fourth Interrogatory this Deponent Saith that he doth know the Defd
in this Cause did about Nine Years and four Months ago Purchase of
the Complainant in this Cause Sundry goods or Shands and other Rattle
from the Complainant in this Cause to the Amount of 1908 Pagodas But
24 fanams but this Deponent doth not know whether the Defendant
was entitled or deducted and that such goods as the Said Defendant
Purchased of the Said Complainant are the same in Question in this
Cause and that the Said Defendant did Acknowledge under the
Presence of this Deponent that the Amount of the Said goods was
due by him the Said Defendant to the Said Complainant and that
this Deponent doth believe that the Same is Still due from the
Said Defendant to the Said Complainant and More saith not
to this or the last Interrogatory

Sworn
Before
Me

Mayors Court at
Madrasphatnam

Ballance Agt Abdul Shaffy by Interrogatories
for Examination of Witness for Complainant and Sandy Thomas Witness
of the Same Plaint Merchant Defendant

On the Part of the Complainant

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

Sworn

Major Cowdal
Madrasphatnam

Between Syd Abdul Majid by his Attorney
Narrinpen Radagiren of Madras Inhabitant Complainant
and Syd Abdu Hussen Merchy of the same Place Inhabitant
Defendant

On the Part of the Complainant

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

Haja Hussan of Madras Inhabitant Aged 36 Years or thereabouts being
Produced as a Witness on this Cause on the Part of the Complainant was on the 6th Day of
December 1779 Sworn in Person at the Office of Mr Stephen Popham who his Attorney
for the Defendant who also Cross Examined him Touch of the Name Abode and Place of Abode of the
said Deponent And afterwards on the same Day being Sworn and Examined
Deposeth as followeth

1st ..... To the first Interrogatory this Deponent Saith That he doth Know the Complt
in this Cause and that he hath so Known him Ten years and doth Know
the Defendant in this Cause and that he hath so known him four years or
thereabouts and More as to the Rest of this Interrogatory

3d ..... To the Third Interrogatory this Deponent Saith That he hath heard the Defendant
in this Cause Acknowledge that he was Indebted unto the Complainant in the
Cause in a Sum of Money on the Ballance of an Account Settled between
them the said the said Complainant and Defendant about Twenty
Half Pagodas and that the said Sum or Ballance was 350 Pagodas and 24 fs
350 Pagodas on account of one Shaun Mahomed Saing and 100 Pagodas
and 24 fanams on account of Sum Silk Cloths and that the said Defendt
did Not Pay the same to the said Complaint and that the said Sum
or Ballance doth Still Remain due from the said Defendant to
the said Complainant as this Deponent knows — and more
saith

Saith Not to this Interrog.

To the 5th Interrog this Deponent Saith that he doth Know that Bow-
Shesheswaren was Indebted to the Defendant on this Cause about 4 pa-gan
Half Pagoda on the Sum of £50 Pagodas and that the Defendant on the
Cause did About the Same time Undertake and promise to pay the said
Debt or Sum of Money to the said Complainant on Account of the said
Bashuran and that the said Defendant did Acknowledge the
Same in the Presence of this Deponent and that the same is not
Paid and that he doth Know and believe that the Same Still is
due by the said Defendant to the Complainant and that the Sum
which the said Defendant is undertook and promised to pay and
Acknowledged is the Same in Question in this Cause and more
Saith not to this or the last Interrog

The † Mark of
Haga Hufsan

Wm Lake
Exam.t

Sworn the 6.th March 1770

In the Honble the Mayor
Court at Madraspatnam

Between Aga Abdul Mazeth by
his Attorney Narrainsa Rodrigues of
Madras Merchant Complainant
And Sydee Hussan Merchant of the Same
Place Merchant Defendant

Aga

. Agra. Mahomed
. Mirza. Mahomed Ally
. Mir. Ibrahim
. Agra Yusoof
. Mulla Hussein
. Agra Hussain
. Muzuffer Uddowla
. Shah Bauker Lauzy
. Abdul Latif
. Mir. Hady
. Agra. Mirza. Mahomed
. Sheick. Ahmed

Ally Servant of the said Sayde Hussein. Mickey Armed from Hydrabad

On the Tenth of. Mahomme One thousand and Ninety four Pagoons

or Eighteenth day of January in the Second Year of Our Lord 1780

and gave a Declaration on Oath touching on the Persons of these Defendts

Purporting as follows that his Say he last his. Master Sayde

Hussein. Mickey the Defendant on the Above Named at Hydrabad

in the Troop of Horse belong to Abdul Caudre and that these

Defendant was at the said Place Surrounded by the said Sheick

Ally Servant of. Madras the said Defendants also on Oath Say

that the said. Ahmed Sanhanaw and Sheick Allyare two of

the four days gone and Arrived to Trichenopoly

Sworn at. Madras Sanhanaw this 5th day of March

1780 before me by Agamahomed Mirza Mahomed

Ally Ibrahim Aga Yoseef Aga Hussein

Mirza Sahan

Mazaphan and Doula Abdul Lafit Moor
Rudy Shaick Ahmad being Ninein Number
George Proctor
Alderman

Dated 1st May 1780

To the Honble the Mayors
Court at Madraspatnam

Between Syd Abdul Majeed
by his Attorney Narrasapa Redeyaar
of Madras Inhabitant Complainant
and Syder Hussain Merkey of the Same
Place Merchant Defendant

Mahomed Kasim and Mahomed Ali at Present of Madras
Merchants Severally Make Oath depose and Say that on or about the 7th day
of November 1779 they took their Departures from Masulipatam from
Hydrabad at which Place they Proceeded on the Seventh Day of Dec.
1779 from Which time to the time they these Deponents left Hyderabad
for Madras which was on the 28th Day of March 1780 they was
Syder Hussain Merkey the Defendant in the Above Cause and his
family at Hydrabad aforesaid Day that the Said Syder Hussain
Merkey is Employed in the Service of one Abdul Cauder and Offices
belonging to the Marmans Battalions these Deponents further Make
Oath depose and Say that when they left Hydrabad aforesaid the
Said Syder Hussain Merkey was about to Setout from thence his Master
the Said Abdul Cauder to a Place Called Poonah
Sworn at Madraspatnam this 27th day of April
in the Year of Our Lord 1780

(638)

Filed the 16th March 1720

In the Honble the Mayr
Court of Madraspatam

Between Aga Abdul Majid
Inhabitant by his Attorney Narrap
Boduguroo of Madras Inhabitant
Syder Hoshan Sheik Defendant

Venapa of Madras Inhabitant Merchr Bolt and Lo
humbly Complayd by Venatachellum and Sowcarr Chetty Togas and the
for the Above Name Defendant and they have Lost Madras without
this Defendant Lurked and Looked for him and at last found him at
where hearing there ill of for This And Not Able to Come Out of the Hou
And thus Defendant desired him to Come to Madras which he
to do as soon as he was a little Better & desired this Defendant to
Accordingly Stayed with him at Armegabad for 15 Days at the
Expiration of which time the said Sayd Hussan Monday Above
Named Defendant did unknown After waiting for the Said
of this Court this Defendant Came to Madras And Reported to
said Venatachellum and Sowcarr Chetty thereof

The Mark & of Aboodapah

Copham
Atty for Defr

A true Translation as near as can be from the Original by

Sooliangaree
Interpreter

Filed the 2 Aug.t 1780

In the Honble the Mayors
Court at Madraspatnam

Between Aga Abdul Mazid by his
Attt. Nauseus Rodrigues of Madras Inhabitant
Complainant and Sydar Hoosaine Musky
of the same Place Inhabitant Defendant

Thomas Jones of Madras Inhabitant Sayeth on the Holy
the Mayors Court at Madraspatnam Make the Oath And Say that
he this Deponent did on the 5th day of Aug.t 1780 go the House where
the said Defendant Last Abouden Triplicane Near Madras but Not
finding him the Said Defendant or any Person belonging to him
he this Deponent did leave a Copy of an Order Made by this Honble
Court on the Above Cause at the Said House bearing date the first
Day of Aug.t Instantly therein Ordered and Said Defendant hearing
this Cause till Tuesday Next

Tho.s Jones

Sworn at Madraspatnam this
Seventh Day of Aug.t in the Year 1780

Sworn to in Court
Aug.t 8 1780
James Taylor
Regr

Mayor's Court at Madrasapatnam Tuesday the 2d Day of August Anno Domini 1796

Present

Edwd. John Holland Esqr. Mayor

James Call and Thomas Cosher

Aldermen

Between Abdul Majeed by his Attt. Narrainsawmy Pedrugoes of Madras Inhabitant Complainant and Lydia Hayfaun Mosby of the same place Inhabitant Defendant

This Cause coming on to be heard and debated this day in the Presence of the Attt. for the Complainant & the Attt. for the Defendt having duetime Notice for Reading the Affidavit of Motion of Hearing the Complainants Petition Answer Counter and Reply as an Affidavit Annexed the General Allegations the General Exhibition the Counter Reparation the Interrogatories and depositions on the Part of the Complainant & Hearing the Pleadings made Use of by the Attt. for the Complainant and on due Consideration had thereon This Court doth thereupon sett to Order and Decree and doth accordingly Order & Decree that the Defendant shall pay unto the Complainant the full and just Sum of Nine Thousand three hundred and forty four Pagodas Narrainsawmy Pay 9344 Ps Hoga thereon this shall check Interest at seven per Cent or Shall thereafter become due thereon until full Payment is made Also all Costs of this Suit

J Call

Filed 26th June 1781

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Cundapah by his Attorney Allane Dawson
of Madras Inhabitant That Malapah of Vadlella N. Boro Inhabitant
of Madras Indebted unto your Orator in the full and Just Sum of Twenty Eight
Hands Indebted unto your Orator in the full and Just Sum of Twenty Eight
Star Pagodas and 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 Eleven Pounds Five Shillings and Ten Pence
as thereunto as well More fully and at large Appear by the Copy of an Acct
and Copy of an Assignment hereunto Annexed for the Inspection of this
Honble Court and unto which is Prayed by your Orator to be taken as part
of this his Bill of Complaint and your Orator further Sheweth unto
this Honble Court that he hath frequently and in a friendly Manner
Requested the Payment of the said Sum of Twenty Eight Pagodas
and Nine fanams

But now so it is and May it Please this Honble
Court the said Malapah Obstinately and wilfully Refuseth 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 Agreable to Equity and good
Conscience to the End therefore that the said Malapah May
upon his Corporal Oath full true direct and perfect Answer
Make to all and Singular the Matters and things herein
before

before Set forth And Alledged As for thy Truely And Effectually to Call Into

And pursuance Of the Same were here Againe Exhibited And pardon

Interrogated And that he May be Dirrected to Reply and Answer Unto

the aforesaid Sume of Twenty Eight Star Pagodas And Costs of Suit

With all Such Interest as Nature or Shall here after become due Thereon

also all Costs of this Suit

Mayor Please this Honble Court to Cause the

Malapah to be Summoned And Impannell by the Sheriff of Fort

Saint George Taylor of Madras Peatmaker and the Jurors 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

them And there to Answer unto 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

June 1780

This Bill was Sworn to in Court the

Day of Adjournment and the Compl[t]

Having Sworn to the Contents of

his Demand and that he hath Reason

to believe the Defendant will Abscond from

the Jurisdiction of this Honble Court on

hearing that the Bill was filed Ag[t] him

Issued a Summ[s] And Warrant of Arrest

Issue thereon

Pagodas

Bill for Compl[t]

Per[d] John Holland

Mayor

Dr. Malapah in Account With Cadapah Cr

1765											
April	12	To the Amount of Your Bond of this date			10			By Ballance due this Day		28	9	-
		To Interest on the above Sum from 12 April 65 to this Day at 1 ℔ Cent ℔ Month			18	9	-					
			Pagodas		28	9		Pagodas		28	9	-

Madras 22 June 1780

E & E

A true Copy

Copsham

5

(373)

To all People to Whom these Presents Shall Come Greeting

Whereas Malapah of Vallitta Nellore Inhabitant on the Ballamore for
Pursuant to Contracts Arising upon an Obligation Bond Stands Indebted
unto Condapa of the Same place Inhabitant in the Sum of Twenty
Eight Star Pagodas and Nine Fanams Current Money of Madras
as in and by the Said Account May Appear

Now Know ye that the Said Condapah for a Valuable Consideration
to him in hand paid by Allan Dowen of Madras Inhabitant at or before
the Sealing and delivery of these Presents the Receipt Whereof he doth
Acknowledge he the Said Condapah hath Assigned and Setover and
by these Presents doth Assigned and Setover unto the Said Allan
Dowen the Said Account Current and the Money or Amount
and the Money Principal and Interest thereupon due and Owing and
Which May be Come due thereon and all his Right and Interest of
in and to the Same and every Part the Said Condapah for the Con-
sideration aforesaid hath Made Constituted and Appointed &
by these Presents doth Make Constitute and Appoint the Said
Allan Dowen his Executors and Administrators his true
and Lawfull Attorney and Attorneys Irrevocable for him
and in the Name and Names of his Executors and Adminis-
trators but for the Sole and proper use and benefit of the Said Allan
Dowen his Executors Administrators and Assigns to ask Require
Demand and Recover of the Said Malapah his Heirs Executors
Administrators the Money due or to become due on the said
Account and on Non Payment thereof he the Said Allan

Dowen

Donum hic Illust Executors Administrators Bond & forego to sue for and
recover the same and on Payment thereof to deliver up the said Bond
Bonds upon sufficient Release and discharge therefor and do or more
Attorney or Attorneys under him to Constitute and authorize the
said Alban Dawson or his Attorney or Attorneys under him shall
Lawfully doin the Premises he the said Cundasack doth hereby
Allow and Affirm and he the said Cundasack doth Covenant
with the said Alban Dawson that he the said Cundasack hath
not Executed nor will Execute the said Money due or to become
due on the said Bond or any part thereof Neither shall or will
Release or discharge the same or any part thereof But will
Pursue and Allow of all lawfull Proceedings for the Recovery
thereof he the said Alban Dawson saving the said Cundasack
Harmless of and from any Costs that may happen to him
thereby in Witness whereof he the said Cundasack Hath
hereunto Set his hand and Seal in Madras this Twenty
fourth day of June 1781

Signed Sealed and Delivered
In the Presence of

John de Monte
Comaravanoony

Alban Dawson

A true Copy
Posthane

Mayor's Court at Tuesday the 22d Dayof May
Madraspatnam Anno Domino

Present

Edwd. John Holland Esqr. Mayor
Edwd Garrow and William Hunt
Esqrs
Aldermen

Between Complaint by his Attorney
William Dowson of Madras Inhabitant
Complainant and Nadler of the Pallee
Nellore Inhabitant 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 doth Accordingly Order and
Decree that the Defendant Shall pay unto the Complainant the full
Sum of Twenty Eight Pagodas Currt. 28 Pa. ∴ Together
With all Such Interest as now is or Shall hereafter become due
due thereon until full Payment is made also all Costs of this
Suit

C. Court

Filed the 18th Augt 1778

(65)

To the Honble the Mayor
Court. Madraspatnam

Humbly Complaining Shewith the Most Humble
Court your Orator Thomas Powney of Madras Merchant That
Balla Mooty Chitty and Sima Sunnuca Chitty also of the same Place
Merchant Stands Indebted Unto your Orator in the full and Just Sum
of Two Thousand Two Hundred and Eighteen Pagodas Thirty four Fanams
and Twenty Cash Current Money of Madras Making in Sterling Money
of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum
of Eight Shillings for every Pagoda the Sum of Eight Hundred and
Eighty Seven Pounds and Eleven Shillings or thereabouts being the
Principal of a Bond And Account Pursuant bearing Date the Twenty
Second Day of January in the year of Our Lord 1777 Carrying Interest
at the the Rate of 1 Cent 1 Annum a Copy of Which said Bond
and Account Current is hereunto Annexed for the Inspection of this
Honble Court and prayed by your Orator to be Deemed as part of this
your Orators Bill of Complaint And Whereas your Orator Hath
frequently and in an Amicable Manner Requested the Payment
of the Said Sum Two Thousand Two hundred and Eighteen Pag
thirty four fanams and Twenty Cash
But now so it is May it Please this Honble Court
the Said Ballamudas Chitty and Sima Sunnuca Chitty Obstinately
And wilfully Refuse to pay the Same or Inquire your Orator any
Manner of Satisfaction Touching the Premises your Orator
Therefore

therefore Prays a General Rule of Court as to this Honble Court shall
Agreeable to Equity and good Conscience to the End therefore that the
Moses Chilly and Sara Simmons Chilly may upon their Corporal
true direct Bond pursued Answer Make to all and Singular the Matters
Things herein before before Set forth and Alledged as fully Clearly
ally and Effectually to all Intents and Purposes as if the same
were here Again Repeated and Severally & Distinctly Interrogated and
he May be Pleased to Pronounce Decree and Order this aforesaid Bill
Two Thousand Two hundred and Eighteen Pounds Thirty Six
and Twenty Cash Together with all Such Interest as Now due
hereafter becoming due thereon Also all Costs of this Suit

Marshall Pleas this Honble Court to Command
said Baltz Moses Chilly and Sara Simmons Chilly to be di
said Required by the Sheriff of Said County of Jorge Town
pation and the Distants thereof Personally to be and Appe
before this Honble Court at a Certain time and place to be
Honble Court pursued and Appointed then and there to
this your Orator Bill of Complaint and further to Stand
and Abide by Such Order and Decree therein as to this
Court Shall Seem Meet

18 Aug.t 1778

Sophiah
Att.y for Complt.s

This Bill was Sworn to in Court
the Day of Adjournment last Court
from Returnable Next Court Day

James Call
Mayor

Knowall. Men by these Presents that we Balla. Moodee Chitty
Said Sana Lemuaa Chitty of. Madras are held and firmly bound
unto Thomas Powney of the Same place Inhabitant in the Penal Sum
Sum of Four Thousand five hundred and Sixty two Pagodas Current
Coyent. Money of. Madras to the Payment whereof we Hind & Bind
to be Made to the Said Thomas Powney his heirs Executors Administr
trators or Assigns we do hereby bind Our Selves Our heirs Executors
Administrators firmly by these Presents In Witness whereof we have
hereunto Set our hand and Seales Fort Saint George this Twenty
Second Day of January in the year One Thousand Seven hundred
and Seventy Six

Whereas the Above bound Balla. Moodee Chitty and Sana Lemuaa Chitty
hath borrowed And Received of the Above Named Thomas Powney the Sum
Said Sum of Four Thousand two hundred and Eight Pon Pagodas Current
Money of. Madras to Run at Interest at the Rate of Nine p Cent p Annum
but whereas it is further Agreed that the Above Ballamoodee Chitty and
Sana Senuaah Chitty Shall Make payment of the Above Principal Sum
of Four Thousand two hundred and Eighty Pon Pagodas Viz That One half
of the Principal Sum and Such Interest that Shall be Due on it to be paid
at the End of Eight Months from the Date hereof and the other Remaining
half of the Principal Sum and all Such Interest that Shall become due
thereupon to be paid at the Expiration of Twelve Months from the Date
of Bond that is to Say four Months after the first Payment

Now the Condition of this Obligation is Such that if the Above
bound Ballamoodee Chitty and Sana Senuaa Chitty their Heirs
Executors Administrators Or Assigns Shall and truly Pay or
Cause

(6.58)

To be paid unto Thomas Lowry his heirs Executors Administrators or Assigns the sum and Just Sum of Two Thousand two hundred Eighty Pounds Sterling together With all Such Interest as Shall or may become due thereon from this Obligation to be Void and of no Effect Witness our hands and Seals in full Force and Virtue

Signed Sealed and Delivered
where No Stamped paper is to be had
In the Presence of

Received the 24th November 1776 on Part of this Bond Ley 1500

Thos Lowry

Copham

Dr. Balla. Madox Chitty and Lora. Lowry Cr.

1776						1776				
Janry	22.	To Cash lent to him	2281	-	-	Novr	24	By Cash Received from him	500	-
		To Interest from 22d Janry 1776 to the 22 Janry 1778 being 24 Months @ 4 p Cent p Annum	513	-	-			By Interest from 24th Novr 1776 to 22 July 1778 being 20 Months and 2 Days @ 4 p Cent p Annum	75	4
									575	4
								By Balla. due to me	2218	35
		Pagadas	2794	8	28			Pagadas	2794	8

Fort Saint George 22 July 1778

E E

Thomas Lowry

Mons Copy

Copham

d the 19. April 1779

The Separate Amended Ans.

of Bolla. Modan Chetty of. Madras Merchant One of the Defendants to the Bill of Complaint of Thomas Pomroy of the same Place Merchant Complainant

This Defendant Now and at all times hereafter saving And Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the Many Untrue Errors Insufficiencies and Imperfections in the Complainants said Bill of Complaint Contained for Answer thereto or to so much thereof as he is Advised doth Materially Concern him to Make Answer unto this Defendant Answereth and Saith that he Absolutely denies to Stand Indebted unto the said Complainant either in the Sum of. Two Thousand Two Hundred and Eighteen Pagodas Thirty four Fanams and Twenty Cash Current Money of. Madras as the same is Unjustly and falsely Sworn for the Said Complainants Bill of Compt. and in the Account Current hereunto Annexed or in other Sum or Sums of. Money Whatsoever as the same will More fully and at large Appear from the following detail of Facts To Wit that Some time in the year One thousand Seven hundred and Seventy Six One Boro Boro Rauze Came in Need of Cash applied to One of Defts Named Sana Sinnaya Chitty for to Lend and Procure him Some With promises of Allowing him the Said Sana Sinnaya Chitty Something

something by way of Brokerage for his trouble the said Lord
Chetty thereupon Consulted with the Defendant to find the
Measures of Securing the said Loan Bruce the Manner
of doing the same of repayments of Both Principal Expenses
it being finally Agreed between the Defendant and the
Complainant for the Complainant for the Defendant
to Absolutely Defraud to Lend on Mortgage the
said Boon Bruce under other good and proper Security
given for the Payment or for such Loan or Loans of Money
Might Lend and Advance unto the said Boon Bruce
a Sum of good Credit and Reputation would grant the
Complainant a Bond for the Payment unto the Defendant
and Quarter p Cent thereon Nine p Cent in the whole
in the Bond to be given by the said Lord for the
Thousand Pounds and Odd Pounds the Payment the Complt
was to Lend and another Bond for the remaining Eight
p Cent and for the Added that he had necessary

but had Some at the Northward and enquired Upon it the Said Sawnay
Bills to the Said Accompt of Thirty Thousand One hundred and
odd Pagodas to be passed to him at the Northward on Lenor this
Bond and that the Said Sawnay Might Lend and Advance the
Same as that to the Said Buon Rauze or to whomsoever he Please
and the Defendant and the Said Sawnay Chitty
Agreable thereto Sir Rod for a Sawnay that would agree to the
Proposal of the Said Complainant by granting him a Bond
for the Said Sum of Thirty thousand One hundred and Odd
Pagodas at the Interest of Nine p Cent and another Bond for
the Sum of Two thousand and Eighty One Pagodas on Account
of Remaining Eight and a quarter p C Premium and Accpt
of Bills payable at the Northward in Lieu thereof and at last
Met with the Defendant Samuel Dos who Readily Assented to the Compts
Proposals togeather the Complainant the Said Bonds to Accept of
Bills payable at the Northward but was first desirous to know
of the Complainant the Persons on whom they were to be drawn
on. Mr. John Sullivan to which the Said Samuel Dos Agreed And
Accordingly the Bills was drawn and given by the Complainant
to the Said Samuel Dos to the Amount of Thirty Thousand
One hundred and odd Pagodas and for the Amount of which
the Complainant drew out a Bond or Caused the Same to be
drawn only in the Name of the Said Samuel Dos but also
in

in the Name of the Defendant and the said Sama Sam
Severally and Separate for the said Amount of the
Bond hereunto and said Pagodas with the Interest of
after the the Complainant had got the said Sama
Sagar and Comite the Same hereunto to the Defen
to the said Sama Samasa Chetty and also the Defen
the Same also which he Signed sent aboard by Defen
said Nagasthan Sadasiva Chetty Ramana Brahmin and
Buon Burgesses only to allow them something for
trouble by meanings of Brokerage but the Complainant
Complainant and one of the said Sama Defendants
Assurance not. Notwithstanding the Defendant said
Sama Samasa Chetty not Complied them or either of
to discharge the said Bond of Thirty Thousand Star
said old Pagodas nor any part thereof demanded them
agreeable to the Request of the said Complainant by
the said Bond Severally and Separately make the said
Defendant the said Complainant and them demanded
and Required of the said Sama Defendant a Bond for the
of the said Sum and Quarter of 6 Percentum
Right and quarter of 6 on the said Sum of Thirty Three
one hundred and old Pagodas which Amounted to the
of Two thousand, two hundred and Eighty One Pagodas

which

Which the said Samuel dos Santos appeared designedly to grant for fear
of hurting his Credit and Reputation as Sawar and Accordingly Commenced
the Same Stongly to the Complainant in the joining with the said
Samuel dos Santos intreated this Defendant and the said Sana Sawaya
Chetty every Earnestly to Sign and Execute the said Bond in favor
of him the Complainant and the Complainant and for and on Behalf
of the said Samuel dos Santos which they at the first Absolutely Refused
to do by Seting forth the Same Reasons they had done when they
were prevailed upon to Sign the said Bond of Thirty thousand One
Hundred and odd Pagodas jointly and Severally unto the the said
Samuel dos Santos aforesaid but from the Strongest Assurances
given them both by the Complainant and the said Samuel
dos Santos Not Making them nor either of them liable on the Payment
of the said Bond of Two thousand Two hundred and eighty One
Pagodas nor any any part thereof but that the said Samuel dos
Santos only Should Pay the Amount Bond when also the Complainant
did Assure them that he should Compell to discharge the same
and the said Samuel dos Santos likewise Assuring this Defendant as
the said Sana Sawaya Chetty that he should pay off and
Discharge the said Bond himself and Should bringing them in Creditors
to Amount the Payment thereof this Defendant and the
said Sana Sawaya Chetty therefore and from the
Importunities and Assurances of both the said Samuel
Dos

Rofs and the Complainant as aforesaid Signed and Executed
Bond of three thousand Two hundred and Eighty two Pa
the same annexed to the Complainants said Bill of Comp
Especially when the said Complainants Not having only
the Defendant and the said Sums Summons Chitty
make them liable unto on the Payment of the said Bon
Thousand Two hundred and Eighty Two Pagodas but also
Sum of Thirty Thousand Pagodas and said Pagodas
they had Signed a Bond for the Amount jointly and
with the said Samuel Dofs that they Might Join to the Ma
Assured on Not paying of some of the said Bond of Sum
and the Defendant for the Amount of Sum the Head of Thir
Sum of Thirty thousand One hundred and said Pagodas
by the said Samuel Dofs at the Northward by Order of the
given them by the Complainant as aforesaid Thirty Thou
Advanced Twenty thousand thereof to the said Bhoon Rangia
of Lending and Advancing them the Loan intended thereby
Sum of Thirty Thousand One hundred and odd Pagodas
Obtained of them the said Bhoon Rangia Bond for the a
Thousand Pagodas in the Name of the Complainant to
Kept the Same in their own Custody and Deposition and
Remaining Ten Thousand and Odd Pagodas he the
Samuel Dofs must them Further Kept to themselves for

the same to some one Else unknown to this Defendant also Says that
the Sum of Two hundred Pagodas Credited this Defendant and the
said Sana Senevasa Chetty by the Complainant on the Account
Current Annexed to his Bill of Complaint is also Charged or Credit
in Order to Make them Liable to the Payment of the Residue
of the said Bond of two Thousand two hundred and Eighty One
Pagodas as they did Not pay the Complainant a Sum of the
five hundred Pagodas but the Same Might have been for
what this Defendant knows paid him the Complainant
by the said Samel dass but Not by this Defendant And
the said Sana Senevasa Chetty for all which said Reasons
and Circumstances and of this Defendant and the said
Sana Senevasa Chetty Not having Received any Consideration
whatever for either of the said Bonds of Thirty Thousand
One hundred and Odd Pagodas but Only Signed And
Executed by them purposely to Screen the Complainant as
between this said Samel dass and them Except between this
the said Samel Dass was to discharge and the latter
Bond of two Thousand two hundred and Eighty One
Pagodas for which this Defendant Again Says and
doubts not prove the Same to have been given by this
Defendant and the said Sana Senevasa Chetty to

the

the Complainant Not Only for the Causes aforesaid but also
the Same is According to the Complainants Own Showing an
Arising from an Illegal Consideration and expressly Contra
Statute in his Present Majesties Reign Made for Reduc
of Usurious Interest upon Loans &c. Moreover the Said
this Defendant doth therefore Plead the Said Acts of Parl
in Bar to the Said Complainant Action and demand Judg
that the Same may be dismissed out of this Court

All Which Matters and things this
is Ready and willing to aver Maintain and prove as this
Court Shall direct and humbly Prays to be hence dis
missed with his Reasonable Costs and Charges in this behalf
wrongfully Sustained

Henry Dis. Fay
Wm Dyer

Filed 16 Augt 1779

The Replication of Thomas Lee
Complainant to the Separate Answer of Ball Wa
one of the Defendants

This Replicant Saving to himself all Advantages
Exception to the Defendants said Answer for Replication thereunto
Saith that all and every the Matters and things in and by his

Bill of Complaint Already Said he will Justify Maintain and prove
to be good Certain and Sufficient in the Law to be Answered unto in
such Manner as the Same are therein and thereby Set forth and
Declared and that the Respondent unto Such Manner as the
same in the Law to be by this Defendant Replied unto for denied
Manifold Imperfections all uncertainties therein Contained the
Benefit of Exception whereunto he is now and at all time Said
to this Defendant and for further Defence this Defendant doth
that he is totally informed as he the Transaction wherein may
have happened between the Said Defendant Sana Linewara
Chitty and Balla Moodoo Chitty and the Said Bama Lauze
nor does he Conceive that they have Any thing to do with this
Defendants Claim on the Said Defendant and this Defendant
denieth the Combination and Intrigue as the Same is Stated
in the Said Separate Answer and this Defendant Saith that
the Loan of the Said sum of thirty thousand and thirty Eight
Pagodas has Nothing to do with this Present Said This Defendant
denieth also that the Said Bond for two thousand two hundred
and Eighty Two Pagodas and on the Ballance whereof this
Defendant as founded his Claim in his Said Bill of Complaint
was given in Manner as the Same is stated in the said
Answer or that the Same is Illegal On the Contrary it Appears

of

of the Defendants Name Shewing on the face of the Bond Coupon
self and the said Sara Leonard Chitty that the said Bond
a Valuable Consideration and that the said Defendant and
Sara Leonard Chitty had borrowed and Received the Sum
Thousand Two hundred and Eighty Nine Pagodas to
Interest at Nine p Cent and to be paid and payable
in manner as in and by the said Bond and the Cond
Thereof may appear and it also further Appeare that they Con
the Same as a Legal and Just Demand because they have
them has paid the Sum of Two hundred Pagodas on part
on Account thereof for which this Replicant hath endorse
on the back of the said Bond with the knowledge of the
or of some of them who would have objected thereto at the ti
they he Not him conscious that the Claim of this Repli
Just and Lawfull This Replicant for their Cage that he Ma
Contradiction and as possible effort to comply on the Judg
of this Honble Court as ought to be found this Replicant ag
on the face of the Defendants said Answer for an exc
thereof the said Defendant saith to Say that he Name
that his Name and that of the said Sara Leonard Ch
were put to the Bond only for form sake but that t
Amount thereof due to be paid by the said Leonard
the Same having been sued and adjourned for hearing

in another place the said Defendant pretends to say that the said Sum of
Two hundred Pagodas credited to the Defendant on the Account Current
was a false Charge and Credit Made by the Replicant a mere to Make
the said Defendant liable to the Payment of the Remainder thereof
but this Replicant says that if the said Defendant Increases in the
said Respect Answer set for the Relying Only to Oblige Shamaul
Dass they are equally liable and their having borrowed and Endorsed
as aforesaid the face of their Joint Bond the said Sum of Two
Thousand and two hundred and Eighty One Pagodas is sufficient
to entitle this Replicant to Judgment and further if Credit Can be given to the
many assertions of the said Defendant it Appears possible as of his
own Showing that the said Replicant May have Received the
Sum of Two hundred Pagodas from the said Shamaul dass
without the said Sum being paid out of the Pocket of the said
Defendant but this Replicant denies that the Same was paid
without his Privity for the said Narrain Pillay has informed
this Replicant that he hath Repeatedly Applied to the said Balla
Moodo Chitty for Payment of the said Bond as well before
as Since the Receipt of the said Sum of Two Hundred Pagt
this Replicant humbly hopes that this Honble Court will take
Particularly under their Consideration the Base and Fraud
ulent Attempts of the said Defendant to evade the Payment
of a Bond Signed and Sealed in due form by Various Attempts
at

at the Root of all Confidence and ought the foundation of all Bonds
Indenitures and Deeds to be of a forward Instrument Commencing
And this Respondent thereof before that this Honble Court has the Cog
with the Contemplary Costs And this Respondent denies that the Said
Parliament Obligation any Sharpe to the Bond for the Bail
whereof this Respondent has Cause

All Which Matters and things this Respondent is Ready to
to aver Maintain and prove as this Honble Court shall Direct
Said Bill he hath Already Prayed for this that the Said
May Please to pray Judge of Said for the Reasons
Stated

Robinson
Atty for Compt

Filed 2d Jany 1780

To the Honble the Mayor
Court at Madrasputnam

Humbly Complaining Shew unto your
Court Your Orator Thomas Pawney of Madras Merchant
Orator did by his Atty file his Bill of Complaint in this
Court Agt Balla Moodo Chitty and Sama Sooraya Chitt
Madrasatan Merchants to Answer of Upon the Sum
Thousand two hundred and Eighteen Pagodas thirty four
and Twenty Cash to gather with the Such Interest as might
due thereon due to your Orator on an Account Current

in and Annexed to Said Bill whereupon the Said Balla Moodo Chetty
own of the Said Defendants by his Attorney putin and filed his own Separate
Answer thereto to which Said Answer your Orator filed a Replication
and other Proceedings were thereupon had as by the said Bill of
Compt and the Amount thereon Charged thereunto Annexed &
the Said Answer and Replication and other the Proceedings thereupon
had Now of Record in this Honble Court and to which your Orator
further Sheweth that the Said Sana Sowcarra Chetty own of the 2
Defendants is Since Dead

In the End therefore that the Said Suit and the Proceedings
thereon May Stand Revived As Agt the Surviving Defendant
the Said Balla Moodo Chetty and be in the same Plight and
condition Agt him as the same were a Stand before the Death
of the Said Sana Sowcarra Chetty and that your Orator may
have the full benefit thereof

May it Please this Honble Court to Cause the said
Balla Moodo Chetty to be Summoned and Required by the Sheriff
of Said Fort St George Town & Madras pertinaments and the Dec-
tants thereof Personally to be and appear before this Honble
Court to a Certain time and place to be by this Honble Court
Appointed him and there to Answer the Premises and to Shew
Cause if any he can why the Said Suit and proceedings should
not Stand revived to be Revived Agt him and him the Same Plight
and Condition as they were at the time of the Death of the

Said

And the Said Defendant

Absolutely denies to Have Indebted unto the Complainant as in the Sum
Sued for as is Most Unjustly Set forth and Stated in the Said Compl.ts
Bill of Complaint and in his Exhibition

3. All Which Matters and things this Defendant is Ready
and willing to Verify Maintain and prove as this Honble Court
Shall direct and Most Humbly prays as in and by his said
Answer he hath Already prayed

P. Dubois
Mth Defr

Interrogatories to be Administred to
such Witnesses as Shall be Produced Sworn
and Examined in Certain Cause Now depen
ding at Law in the Honble the Mayors Court
at Madras patam wherein Thomas
Pouney is Complainant and Balla Moode
Chetty is Defendant

On the Part and behalf of the Said Compl.t

Shall... 1st Do you know the Parties Complainant and Defendant in
the Title of this Interrogatories Named or either and which
of them If you have long you so know them or either and
Which of them Declare
2d Look at the Paper Writing Now Produced and Shown
to you at this the Time of your Examination Marked A and
Purporting to be a Bond or obligation recorded and given
by

by Balla Moodu Chetty and Sons Sinnan Chetty & Thom

Complainant on the Files of this Interrogatories Do

do you Not Know the said Balla Moodu Chetty and

Chetty Chetty duly Sign on Sheet Not annexed

Paper Writing or Bond to you now shewn and the Name

Seal and Subscribed Purporting to be Signed by the Defend

your Paper Marked and Bond Bearing Date

To. Answer. Fifty 3 Look at the Paper Writing Now Produced and

at this your Examinations Marked and Signed by the

from Balla Moodu Chetty and Sons Sinnan Chetty for

Sum of Pounds the Payment of Three Thousand Pounds

Eighty One Pagodas Also Look at the Copy of Memorandum

Acknowledging of 500 Pagodas and Thereof from you

Present the Payment of Such Sum so Acknowledged and

you Not Execute the Same from Balla Moodu Chetty the

Defendant in part and on Account of the said Bond

not the said Moodu Chetty then and how or in what

what Manner from or When Payment of the Sum

due on Such Bond or Obligation and thereupon Such Sum

ended and Now as shewn by you Defendant

To all Interrogatories by you Defendant

Answer you Set forth Any Thing touching or concerning

and Things mentioned or referred to in these Interrogatories

Benefit or Advantage of the said Complainant and the

mayors Court Proceedings Vol. 38

you have Already been Interrogated on the Severall Articles herein Above set forth have Already been fully and at large and as you had been thereunto Particularly Interrogated

Copham
Attorney Compts

Know all Men by these Presents that we Pulla Modee Chetty and Sana Soonawa Chetty of Madras are held and firmly bound unto Thomas Pomroy of the Same Place in the Penal Sum of Four thousand five hundred and Sixty two Pagodas Current Money of Madras to the Payment whereof well and truely to be made to the said Thomas Pomroy his Heirs Executors Administrators or Assigns by these Presents In Witness whereof we have hereunto Set our hand and Seal this Twenty Sixth day of January in the year One thousand Seven hundred and Seventy Six

Whereas the Above bound Ballamoodee Chetty and Sana Soonawa Chetty hath borrowed and Received of the Above Named Thomas Pomroy the full and Just Sum of Two thousand two hundred and Eighty One Pagodas Current of Madras to Bear Interest at the Rate of 12 P Cent P Annum but whereas it is further Agreed that the Above Ballamoodee Chetty and Sana Soonawa Chetty Shall make Payment of the Above Principal Sum of Two thousand two hundred & Eighty One Pagodas Viz. that One half of the Principal Sum and Such Interest Shall be due on it to be paid at the End of 18 Months from the date hereof And the other Remaining half of the Principal Sum and all Such Interest that Shall become Due thereupon be paid at the Expiration of 12 Months from the Date of the Bond that is to Say 6 Months after the first Payment

Now the Condition of this Obligation is Such that if the above

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. Whereas bound Pallamadu Chetty and Sons Sinnamen Chetty &
. Administrators Obligors the sum of Hundred and Sixty Nine Pagodas three fanams Star Pagodas
and of No Effect Whereunto to Continue in full force and

. Signed Sealed and Delivered
where No Stamps is proper to be used
In the Presence of

Received the 20th. November 1776 on Part of the Bond

This Bond or Obligation Marked A was Mentioned
and Referred to at the Respective times of Their Examination
in a certain Cause Now depending in the Mayors Court
at Madrasapatnam wherein Thomas Stringer Complt
Ballamoodu Chitty Defendant this 29th Day of May

Clerk
Court

This Bond or Obligation Marked A and the
Venkatachellum Comarapa Chetty Ramgapah Chetty
Chetty at the Respective times of their Examination in
the aforesaid Cause on the 29th June and 1st July Anno
1780

Clerk
Court

Mayors Court at Madraspatnam

Between Thomas Pomney Compt.ᵉ and Ballamoodoo Chetty Defendant

On the Part of the Compt.ᵉ

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

Sangaloo Sambo of Madras Pedlar aged 48 Years being Produced as Witness in this on the Part of the Compt.ᵉ and sworn on the 27 Day of May 1783 Signified at the Office of Mr Henry Du Pury who is duly for the Defᵗ by Cundah My Servant who also left him a Note of the Name title and Place of abode of the said Defendant and afterwards on the same Day Sworn and Examined Deposeth as follows viz.ᵗ

To the first Interrogatory this Deponent Saith that he doth know the Compt.ᵉ Thomas Pomney in this Cause and that he hath so known him 15 Years and that he doth Also know the Defendant Ballamoodoo Chitty in this Cause and that he hath so known him 25 Years or thereabouts and More Saith Not to this Interrogatory

To the Second Interrogatory this Deponent Saith that he did see the said Ballamoodoo Chitty and Sana Somarava Chitty duly Sign Seal and as their Act and Deed the Paper Writing Now produced and Shown to him at this the time of this Examination Marked A and Purporting to be a Bond or Obligation executed and given by Ballamody Chitty and Sana Somarava Chitty to Thomas Pomney the Complainant in the Title of the Interrogatories Named and that Sangaloo Sambo did and Subscribe thereto as a Witness to the Execution thereof in the of this Deponents proper hand Writing and

And that Ballamonde Chetty and Sawa Sowrama Chetty in

to their Defence to that they have Received from the Comp

Cause Annexed Mentioned on the Said Bond Depend

Sign thereto as a Witness and Move Leave to Hear

Interrogs

Welch
Exam.t

Mayor Court at Madras Thomas

and Ballamonde Chetty Def.

Madrasapatnam

On the Part of the Compt.

Deposition of Witness taken on the Com

the Examination this Court as followeth

Narrain Pillay of Madras Company Aged 52 Years

Produced as Witness in this Cause on the Part of the Complainant

of May 1780 Signified at the Office of Mr Henry Dundas

by Condapah. My Command whereupon he Left Hand Book of the Name

of Which of the Said Defendant and Affirmed on the Same

Sworn and Examined Deposeth as followeth

1st ..... To the First Interrogatory this Deponent

the Complainant on this Cause and that he

25 Years and upwards and that he doth

on this Cause and that he doth so Known

or thereabouts - and more Saith not to this

3 ..... To the Third Interrogatory this Deponent

was Sworn and did Execute the Same as

from Ballamodo Chitty the Above Named Defendant Mentioned in the
Pet.r Shetting Now Produced and Shown him this the time of his Examination
. Marked A and purporting to be Abond Or Obligation from Ballamodo
Chitty and Sana Sonnoo Chitty for Securing to Thomas Pouney
the Payment of two thousand Eighty One Pagodas and the
the Said Ballamodo Chitty has Many times promised or Assured
Payment of the Remaining part due on Such Bond or Obligation
whereunder Such Receipt is to be Endorsed and Never as Shewn to
this Deponent and More Saith Not to this or the Said Interrogy

Wbsb.
Exam.t

Interrogatories to be Administered
to Such Witnesses as Shall be Produced Sworn
and Examined on a Certain Cause Now depending
and at Issue in the Honble the Mayors
Court at Madraspatnam wherein Thomas
Pouney is Complainant and Ballamodo
Chitty Sonnoo Chitty are Defendant
On the Part and behalf of the Defendant
Ballamodoo Chitty

To all the Witnesses } 1.st Do you know the Parties Complainant and Defendant
in the title of these Interrogatorys Named or either and which
of them and how long have you so known them or either and
which of them Declare

To Sittanam Naick & Mamapah Moodelly } 2 Do you know of any matter or thing
touching

Thing touching Any and what Opposition on or about the
1776 by the Defendants in the Bill of this Interrogato
Complainant or any other person for the Loan of any
of Money and who then the same was or how or whose
or numbers Assured and who then the Complainant the
Sum Applied for If you know and who had Warrant
Security and for what Assured of Indorsed And who then
and how many Bonds were given for the said Sum
whether for Principal Interest or how and by whom
Such Bond or Bonds executed and for what Sum or Sums
and who then has the said Bond or Bonds now or last in
the same as you know or who now have been Entrusted
together with the Reasons of Such your Belief

To Venkatachellum
Comarapah Chitty
Rangapah Chitty
and
Paupah Chitty

3. Do you know of any Matter or Thing touching any Bond or Bonds Relating to the Matters aforesaid If you know or have Reason to Believe that any of them or any other Person or Persons for them or either of them Received any and what Sum or Sums of Money and who then has Now Have or Ought to have in their Power or Custody any Bond or Bonds Relating to the Matters in Question in this Cause Name or Describe the Obligors Named in the same or either of them and the Date of the said Bond or Bonds If you did he Sign Seal and Deliver any Writing or Writings and what Writing or Writings and who then has Now Have or Ought to have the same in their Power or Custody and when and where and how and upon what Occasion did you so Sign Seal and Deliver the same and who were present If you know or have Reason to Believe that any of them Received the Defendants Bill
If you know what Consideration was given or

Did he Sign the Same Did he or did he Not Refuse to Sign the Same and why and for what Reasons do you know or do you Not know whether the Complainant did or did Not Make any and what promises of indiminity the Said Battamodo Chitty and the Other Defendants in this Cause or to either and which of them did or did Not the Complainant desire the said Shamu to do so to Sign a Bond for the Amount of the One Sued for upon what Account or Consideration was the Said Bond given whether for money Lent and paid or upon what other Consideration whether the Said Shamaud Dosa Agou to Sign the Same or not if he Refused to Sign the Same upon what Cause and Reason by him Alledged whether or no did the Said Complainant Desire the Said Battamodo Chitty and Sama Soonacah Chitty to Sign the Same If yea why and for what Reason and whether it was pretended that they were Required to Sign the Same in Consideration of Money Lent and paid or on Account of any and what debt or consideration and whether the Bond now Shewn to you at the the time of your Examination is or is not the said Bond in dispute in this Cause and whether both the said Bonds are or are Not of the Same Date Declare the Same as you know have been Informed and do believe together with the Reasons of Such your Belief

To Sooral Chitty
Ayengar Chitty
and
Mootial Chitty

4th Do you know of any Matter or thing Relating to any and what Sum of Money being by Shamaud Dosa in the Pleadings of this Cause borrowed Some time in the Months of Jany 1776 from the Complainant what Rate of Interest was Agreed

Agreed to be given for the same? If so or not or was Not the said
what Bond for the same and what was there the said Bond was read
by the two Defendants or in the Sight of them Interrogatories
jointly given the the said Shannon and by him or was Not Re
Bond given for any and what sum for the Interest and
If Shannon or was Not the said Parties of the same did depose
heard or been Informed that the said Defendants did sign
last Mentioned Bond and upon what Cause or Consideration
know or have you heard of and what Assurances and pro
given by the said Complainant or the said Shannon
to the said Defendants to Induce them to sign the said Bonds If yes
same as you know have been Informed and do believe to
the Reasons of such given belief

5. Answer to 5th Do you or are you one of Commissioners duly and Legally
Ballamoderchy and did you or do you and Each have
and have you or have you Not Received from Each
If yes do you or do you Not know of all Sums of and
Money to and by the Defendant and Made If Shannon
Payment by the Defendant to the Complainant and
Part of the said time Made of the Sum of four hundred
Account of the Bond in the pounds and any and Payments
made in what thing you would or would Not have known
6th Do you know of any other Matter or thing
as can you Set for the Party touching the Matters
in this Cause that may tend to the Benefit or advantage
Defendant how do you know

In all the Witnesses

Declares the Same as you know have been heard heard or do believe
together with the Reasons of Such your belief as fully as if you had
been thereunto Particularly Interrogated

Henry Dispray
Affy Deponent

Mayors Court at
Madrasspatnam

Between Thomas Bowrey of
Madras Merchant Complainant and
Ballamoodoo Chitty Sanawoo Chitty
Defendants

On the Part of the Defendant

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

Lutaramanack of Sadpet Merchant Aged 38 Years or thereabouts being
Produced as a Witness in this Cause on the Part of the Defendant sworn the 28 day
of June 1780 Signified at the Office of Mr Stephen Popham who is Attorney
for the Complainant by Cundah My Servant who also left him Note of the
Name title and place of Abode of the said Deponent and afterwards on the
Same Day being Sworn and Examined deposeth as follows to the
Viz.t

To the first Interrogatory this Deponent Saith that he doth
know the Complainant in this Cause and that he hath so known
him 10 Years or thereabouts and that he doth Also know the
Defendants in this Cause and that he hath so known the former
20 Years and the latter Ten or fifteen years and more Saith no to this
Interrog

To the Second Interrog this Deponent Saith that he doth
Know

know of some Matter or thing touching an Office found on an
Month of February 1776 by the Defendant for the Sum of
named in the Complainant for the Sum of Thirty three
Hundred and odd Pagodas and that the Same was
of Bond & Surrender a Polygar and that the Complainant
the said Summons duly served upon the Defendants
a Security to be signed a Bond for the said Sum jointly
the said Defendants and that the Sentence upon
upon which Summons and Agreement of Court of Arbitration
two Bonds were given one for the aforesaid Sum of Three
Pon hundred and odd Pagodas of the Second and the
Exemption of Interest Bonds being two thousand two
and Eighty Pon Pagodas and odd Fanams which Bonds
by the said Defendants only and that to the third
ment of the same date and More also the Not to Show
To the last Interrogatory this Deponent saith that
the said two Bonds Mentioned in the foregoing
ment shewn unto the said Defendants Desired to Sign
Saying that they Only executed Bonds for the Sum
and that they had brought the said Complainant
Security which he had Engaged for from the said
telling the Defendants he Should Called the said
from Shannaudah for they agreed to Sign to the first
Bond and that the said Shannaudah Desired
the Bond for the Exemption of Interest saying that

had this Cheruit to Sign for high Interest Interest the Said Defendants
Shamoo Objected but upon the Said Complainant Assuring and
Promising them that he would Likewise Demand the Amount of
that Bond from the Said Shamaulitto so they Consented to Subscribe
their Names thereto and More Saith Not to this Interrogatories

Exam.

Mayors Court at Madrasapatnam

Between Thomino Pavoney of Madras Merchant Complainant and Ballamoodoo Chetty Sanasamuccah Chetty Defendants

On the Part of the Defendants

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

Mannapa Mudelly of Madras Weaver Aged 35 years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant by Lawful Oath My Seal and Subscription Note of the 7th Instant for Sum of Pags. of the said Deponent and Defendants on the Same Day being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent Saith Saith that he doth know the Compt. in this Cause and that he hath so known him for years or thereabout and that he doth also know the Defendants Balamodo Chetty and Sanasamuccah Chetty in this Cause and that he hath so known the former 15 Years and the Latter about 8 Years and more Saith Not to this Interrogatory

To the Second Interrogatory this Deponent Saith that he

Doth

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Be it known of some Matter or thing touching the Application
Whereof the Month of January One Thousand Seven Hundred and
Six by the Defendants in the Bill of their Information the
the Complainant for the Loan of Thirty Thousand Pounds
odd Pagodas and that the Same was on Account of some
Polygar and that the Said Complainant did limit the Sa
Application for and upon Security of Whereupon Deposit Same was
Agreed upon was Seventeen and Quarter p Cent p Mo
that two Bonds were given One for the Aforesaid Sum of
Thousand One Hundred and odd Pagodas at the Rate of
Cent and the Other Bond was for the Principles aforesaid
of two Thousand two Hundred and Eighty two Pagodas
and that the first Mentioned Bond was Signed by the
Shaw and also Jointly and Severally by the Defendants and the
was Signed by the Defendants only and that by the
reason of the Same date and More Sum the Said Defendants
To the Said Instrument the Defendant Saw the Said the Sum
at first Refused to Sign the Bond for the aforesaid Sum
Thirty Thousand Pon Hundred and odd Pagodas but upon
Said Complainants telling them that as the Pagodas
for Security the Said Bills upon them for the Money
Agreed to Subscribe their Names thereunto Signed
Said Security the Said Complainant thereupon the
Shaw and also to Sign the Second Bond for the Sum

Interest but he Refused Saying that he Should have that Chargeable to Sigma bond for high Interest upon which the Said Complainant Required the Said Defendants to Subscribe to which they also Refused to doing but upon the Promises of the Said Complainant that he would take no Suit for the Amount of that Bond from the Said Sonna they Consented thereto and More Saith Not to this Interrogatory

The X Mark of
Manapah Moodelly

Wudeh Court

Mayor Court, Between Thomas Powney of Madras Merchant Complainant and Ballamoodee Chetty Sana Senevasah Chetty Defendant

Madraspatnam

On the Part of the Defendant

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

Veniadachellum of Sadapet Aged 28 years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 29th Day of June 1780 Sworn & Depd at the Office of Mr Stephen Popham who is Ready for the Complainant by Candapah. My Interpreter also Left him Ante of the Name title and place of abode of the Said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as follows Viz.

To the first Interrogatory this Deponent Saith he doth he doth know the Complainant Thomas Powney in this Cause and that he hath So known him ten years and that he doth also know the Defendant Ballamoodee Chetty and Sanasevva Chetty in this Cause and that he hath So known them

Sixteen

3r

Fifteen years and More Saith Not to their Iudgm^t

To the third Iudgm^t thes Defendant Saith he doth he doth know of

Matter in the Cause Expecting two Bonds bearing date and

Name of the Complainant in thes Cause and that one of the

Bond was for the Sum of thirty thousand Pagodas

Pagodas and the other for 2381 Pagodas and odd fanams and

Shamanl Dofs in the Pleadings in thes Cause mention

of the Obligors in the aforementioned Bond for thirty thou

Hundred and odd Pagodas and that he Signed the Said

for the Said Sum and that the Said Bond was Executed

the Defendants Ballamonda Shetty and Sundara

who Executed the Said Bonds to him the said

that they Only Acted as Brokers in the Business and

brought him a Sarcar for Summaty no Book was Executed

Signed but that upon the Said Complainant Sign

it was a large Sum of Money and Somuch than

he Should Demand the Same from the Said

Agreed to Sign the Same for the Aforesaid Sum

Thousand One hundred and Nine Pagodas

the Said Shamanl Dofs and that the Said

did Desire the Said Shamanl Dofs to Signat

the Priorities of Interest accounting to two thou

hundred and Eighty One and odd Pagodas

agreed upon was Seventeen and quarter Cent

Annum only of the Contract Sum of the Said

that the said Shamauldoss Refused to Sign the same Saying that he would
not Put his Character as a Security to Sign to a Bond for high Interest the
the said Complaimant desired the said Defendants to be Sutisfied
them to but they to Remove at first Refused but upon the said Compts
Requesting and promiseing them that he would Collect the Amount
of the said Bond for the said Shamauldoss at the same time
that he Demanded the Payment of the other Bond upon which
the said Defendants agreed to Sign it and that the Bond Now
Shown to him at this the time of this Examination is the said
Bond on this Question this Cause and that both the said Bonds
of the same date and More Saith Not to this or the Last Interrog

Mr Lock
Exam.

Mayors Court

Madraspatnam

Between. Thomas Lowry of Madras
Merchant Complaimant And Balla
Moodoo Chitty and Sana Sinnava
Chitty Defendant

On the Part of the Defendant

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

Comarapah Chitty of Sodumparkum but at Present at Madras Painter
Aged 45 Years or thereabouts being Produced as a Witness in this Cause on the Part of
the Defendant unto on the 29 Day of June 1780 Sworn and at the Office of Mr
Stephen Popham whose Atty for the Complaimant by Candapah. My Servant
who also Last him a Note of the Name Style and Place of abode of the said
Deponent and Afterwards on the same Day being Sworn and Examined
Before this as follows Viz.

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1st ..... To the first Interrogatory this Deponent saith that he
Complainant in this Cause and that he hath been known to
and doth he doth also know the Defendants in this Cause and
hath been known the former thirteen Years and the latter fo
Six years and More Saith the Not to this Interrogatory

2d ..... To the third Interrogatory this Deponent that he do
of Some Matter or thing Respecting 2 Bonds Relating to
being drawn out in favour of the said Complainant Rep
of Thirty thousand One hundred and odd Pagodas and
Thousand two hundred and Eighteen Pagodas and odd
and that One Shamrauldoss in the Pondungan this Cause
was one of the Obligors Named in the first Mentioned Bo
Thirty thousand One hundred and odd Pagodas and that
Shamraldoss Signed the said Bond for the Last Amount
that the said Bonds were tendered to by the Defendan
Ballamcondu Chetty and Sama Sunnaiah the Hy
first Refused Sign them Saying that they Only
Brokers in these Businesss and that they have brought
the said Complainant and Seeing Severally unto him
Required the said Complainant them Tell them that
Bond for Thirty thousand One hundred and odd Pagod
and jointly and Seperately and that they Might depos
his Calling upon the said Shamrauldoss for the Amount
upon which he Consented to Subscribe these Presents and
the Said Complainant did deliver the said Shamrauldo
a Bond for the Recovery of Said and Respecting the
Shamr

Thousand two hundred and Eighteen Pagodas and odd fanams which
the said Shamandass Refused to Sign saying that he would hurt his
Character as a Sowcar to Sign to a Bond for high Interest the said
Complainant then desired the said Bellamcondo Chitty and
Sana Sunnaiah Chitty to subscribe their Names but they likewise at
first Objected to doing the said Complainant as they Only Acted
as Brokers it was on the persuasion & assurances and promises of the said Complainant that he would
collect the Amount of the said Bond from the said Shamandass
he consented to Sign the same that the Bond was shewn
to this Deponent at this the time of his Examination in the
said Bond in dispute in this Cause and that the said two Bonds
are of the same Date and More Saith not to this or the
last Interrogatory

Witness Examd

Bodoo Sd

Mayors Court at
Madraspatnam

Between. Thomas Pawny of
Madras Merchant Complainant
and Bellamcondu Chitty Sanasemmaya
Chitty Defendants
On the Part of the Defendant

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

Paupah Chitty of Sedapet but at Present at present at Madras
Merchant Aged 35 Years or thereabouts being Produced as a Witness in this
Cause

Cause on the Part on the Part of the Defendant this xxxx the first day of July 1[illegible]
at the Office of Mr. Stephen Popham on behalf Attorney for the Complainant
Exhibiting a Note of the Name to the Head plan of Heads of the said Def
and Assumendum the same Day being Sunday and Commenced as foll
following the

1st ..... To the first Interrogatory this Defendant saith that he
the Complainant this Cause and that he hath so Answered
and doth he doth Believe Answer the Defendant this Cau
he hath Satisfied Fifteen 15 years or thereabouts and was
to this Interrogatory

3d ..... To the third Interrogatory this Defendant saith that he
of some Matter or Thing of 2 Bonds Relating to this Ca
drawn out on the Name of the said Complainant and
Amount of One Bond was for thirty thousand one hund
odd Pagodas and the Other two thousand and Eighty
and that One Thousand Pagodas the Principal on the
wasone of the Obligors Named in the said Bond
for thirty thousand One hundred and odd Pagodas
he Signed the same and that the said Bond was
the Defendants was Refused to Signed it being that
Acted as Brokers in the Business and that they kept
the Complainant each Security as Demanded but upon
Complainant to Shew them that Should Correspond
Shamnad Dass for the Amount there of they agreed
the said Bond and that the said Complainant

Cross

Deponent the said Shamaundoss to Sign a Bond for the Principal
& Interest Amounting to two Thousand two Hundred And Eighty One
Pagodas which the said Shamaundoss Objected to Saying that
it would hurt his Reputation as a Saucar to Sign to a Bond for
high Interest the said Complainant then desired the Defendants
to Subscribe their Names to the back of first Also Desired him from
the promises and Assurances of the said Complainant that
he would Collect the Amount of the said Bond from the said
Shamaundoss at the time he Demanded Payment of the
other Bonds they Consented to Sign it and that the Bond
now Shewn to this Deponent at this the time of his Exami-
nation his the said Bond in dispute in this Cause and that
both the said Bonds are of the same Date and Now
saith not to this or the last Interrogatory

Wdeb
Exam[d]

Mayors Court at
Madraspatnam

Between Thomas Parry of
Madras Merchant Complainant
and Ballamoodul Chitty Defendant

Depositions of Witnesses taken in this Cause by
and before the Examiner in this Court as follows the
Rangaiah Chittu of Madraspatnam but at Present at Madras
Painter Aged 32 years or thereabouts being Produced as Witness on this
Cause

On the Part of the Defendant

Deponent the Said Shamauldoss to Sign a Bond for the Purpose
of Interest Amounting to two Thousand two Hundred And Eighty One
Pagodas which the Said Shamauldoss Objected to Saying that
it would hurt his Reputation as a Sowcar to Sign to a Bond for
high Interest the Said Complainant then desired the Defendants
to Subscribe their Names to a Note of hand Also Exposed to Suspicion
the promise and Assurances of the Said Complainant that
he would Collect the Amount of the Said Bond from the said
Shamauldoss at the time he Demanded Payment of the
other Bond they Consented to Sign it and that the Bond
now Shewn to this Deponent at this the time of his Examin-
ation be the Said Bond in dispute in this Cause and that
both the Said Bonds are of the Same Date and Were
Sworn to the Said Bonds are of the Same Date and Were
Sworn to the last Interrogatory

Sworn to
Exam.d

Mayor's Court at

Madraspatnam

Between Thomas Toney of
Madras Merchant Complainant
and Ballamoodul Chitty Defendant

Depositions of Witnesses taken in the Cause by
and before the Examiners in the Court as follows the
Ranganah Chittu of Madraspatnam but at Present at Madras
Painter Aged 32 years or thereabouts being Produced as Witness on the
Part of the Defendant in the
Cause

Cause on the Part of the Defendant came on the 6th day of July 1786 before
the Office of Mr. Stephen Sephton and he the Complainant by
. His Counsel in the said Cause Moved of the Name Title and Style
of the said Defendant and Thereupon on the same Day being duly
Examined Deposeth As follows viz.

1st ..... To the first Interrogatory this Deponent Saith that he
knows the Complainant and Thomas Lowndes in this Cause
he hath so known them Eleven years or thereabouts and he
doth also know the Defendants in this Cause and that he
so knows them Myself or thereabouts and that he is the
Two Defendants and mean Saith Not to this Interrogatory

2 ..... To the third Interrogatory this Deponent Saith he doth
know of some Matter or Thing Enquiring into Touching
to this Cause Saving drawn in the Name of the Complainant
that one of the said Bonds was for Thirty Thousand Pounds
and odd Pagodas and the Other for two Thousand two hundred
and Eighteen Pagodas and odd Fanams or thereabouts
Thomas Dated in the Year in the Bonds in this Cause mentioned
of the Obligors Named in the first Mentioned Bond for
of Thirty Thousand Pounds hundred and odd Pagodas
he did Sign the same jointly and the the said Defendant
and that the said Defendant did at first Refuse to Sign the
Bond Saying that they Only Acted as Brokers in the Bond
and that they had got them the Complainant and he
has he had Sue upon the the said Complainant and
them that he should and Upon the said Thomas
for

for the Amount thereof they Agreed to Sign the Same and that the Said Complainant did Afterwards desire the Said Shamaut desp to Sign a Bond for the Recepture of Interest Amounting to two thousand two Hundred and Eighteen Pagodas and odd fanams or thereabouts which the Said Shamaul desp Refused Saying that he would Execute the Exportation a Sowcar to Sign to a Bond for high Interest the Said Complainant then desire the Defendants to Subscribe their Name to the abstract Also Refused Indepondent for the fulfilment of Promises and Assurances of the Said Complainant that he would Collect the Amount of the Said Bond from the Said Shamaul desp at the time he Demanded Payment of the other Bond they Consented to Sign and that the Bond Now Shewn to this Deponent at this the time of this Examination is the Said Bond in dispute in this Cause and that both the said Bonds are of the Date And more Saith Not to this or the Said Interrogatory

Sworn
Exam.

Mayors Court at Madraspatnam

Between Thomas Powney of Madras Merchant Compt.s and Ballamode Chitty Samasunnaro Chitty Defendant

On the part of the Defs

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

Veera Chitty of Mutongdong Merchant Aged 45 years being first duly
Sworn in the Cause on the part of the Defendant answers on the 26th Day of June
Signed at the Office of Mr Stapleton Pettah near the Court by Landspath. My Servant is the also Sufficiently
Place of abode of the said Defendant and Afterwards on the same Day
Sworn and Examined Deposeth as follows viz

1st ... To the first Interrogatory this Deponent Saith that he
the Complainant Thomas Causey on this Cause and
hath Sufficiently known him 15 years and that he hath
the Defendant in this Cause and that he hath continued
the former and known Remember and the said Mr Stapleton
and More Saith Not to this Interrogatory

4th ... To the fourth Interrogatory this Deponent saith that
knows of Some Matter or thing Relating the Same of that
Thousand Rix hundred and odd Pagodas being by the
decree in the Proceedings of this Cause hereunto taken
or Sum agreed upon between the Complainant and
of Interest that was agreed to be given for the Same
Sum and a quarter per Cent per Annum and that
9 per Cent Interest was Specified in the Bond for the
and that the said Bond was Signed by the two Def
in the Title of this Interrogatory named Upon the
said Shamanna Rao and that a Separate Bond was
given for the Principle of Interest Amounting to

Thomas

Vincent Chitty of Mauritius Merchant Aged 45 years being produced

Sworn in this Cause on the part of the Defendant was on the 26th Day of June

Signed at the Office of Mr Stephen Lefebure where Affy for the Complt

by Candlepath. My Commission to be also left at the Commissioners of the Name the

Place of abode of the said Defendant and Affirmants on the same Day

Sworn and Examined Deposeth as follows viz.

1st ... To the first Interrogatory this Deponent saith that he

the Complainant Thomas Causey on this Cause and

hath to his own knowledge been 18 or 19 years and that he hath also

this Defendant in this Cause and that he hath the whole

the former part hereof remembers and the latter he doth

and More saith Not to this Interrogatory

4th ... To the fourth Interrogatory this Deponent saith that

knows of some Matter or thing relating the same of the

thousand Pounds hundred and odd Pagodas being depos

deposed in the Proceedings of this Cause hereunto taken

or four years ago from this Complainant and that

of Interest that was agreed to be given for the same

Sum and agreeable to Bond & Assignment had that the

9 p Cent Interest was specified in the Bond for the

and that the said Bond was signed by the two Dep

in the Title of this Interrogatory mentioned the the

said Shamaun Bapoo and that a Separate Bond was

given for the Principle of Interest Remaining due

Thomas

Thousand two hundred and Eighty One Pagodas and that the Said
Bond was of the Same date and that this Deponent doth know
that the Said Defendants did Sign the last Mentioned Bond
that the Said Complainant Commanded & Sent unto the Said Shamaudeo
to Signet but the Said Shamaudeo was a Souciar towards past his
Character to Sign to a Bond for high Interest and desire
the Complainant to Speak to the Said Defendants
to Subscribe but unto he Accordingly did and they at
first Refused but upon the Said Complainants faithfully
Assuring them that he would Demand the Amount
from the Said Shamaudeo so they Consented thereto
and More Saith not to this or the last Interrogatory

Wilde
Coam.ts

Mayors Courtat
Madraspatnam

Between Thomas Pouny
of Madras Merchant Compt.ts
and Ballamsada Chitty Sana
Sunniava Chitty Defendant

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

Iyengar Chitty of Madras Merchant Aged 45 Years or thereabouts
being Produced as a Witness in this Cause on the Part of the Defendant was
the 26 Day of June 1788 Sworn and Deposed at the Office of Mr Stephen Peisham

Who

Thais Affy for the Complaimant further also saith that he was Present at the Name Place of Abode of the said Defendt and saw him Sign Seal and Deliver the paper Writing Now Shewn and Exhibited Unto this Deponent and Marked with the Letter A. and that he Subscribed his Name as a Witness thereto

To the first Interrogatory this Deponent Saith that he doth Know the Complaimant in this Cause and that he hath Known him 20 Years or thereabouts and that he doth also Know the Defendt in this Cause and that he hath so Known him 20 years and Better & about 20 Years and further Saith to this Interrogatory

To the fourth Interrogatory this Deponent Saith that he doth not know of Some Matter or thing Relating to the Same other than what he hath Deposed in this Cause Deponent Says that in the Month of Jany 1776 from the Complaimant and Date of Said Bond was agreed to be given for the Sum of Seven thousand & Quarter pr Cent pr Annum and that the same was Specified in the Bond for the aforesaid Sum of Seven thousand One hundred and odd Pagodas and that the Bond was Signed by the two Defendants on the following Interrogatory Named jointly in the Said Bond and that a Seperate Bond was given for the Sum of Interest amounting to two thousand two hundred and Eighty One Pagodas and that the said Bonds were same date and that the Defendts do not know that the Defendants did Sign the said last Mentioned Bond Said Complaimant further Saith that Shamanna Was to Sign the

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1735

Mayors Court at
Madrasspatnam

Between Edwd Garrow of Fort St.
George Merchant Compltant and George
Trowell of the same place Master
Attendant Defendt
On the Part of the Compltt

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

Nathaniel by of Madras Conscopoly Aged 32 Years or thereabouts
being Produced as a Witness in this Cause on the Part of the Compltant was on the
5th Day of June 1730 Sworn & Examined at the Office of Mr Stephan Popham where
Atty for the Defendt by Candapah My Servant who Also Interpreted
the Name Stile 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
Compltant Edwd Garrow in this Cause and that he hath so known him
3 years or thereabouts and that he doth Also know the Defendt George
Trowell in this Cause and that he hath so known him three years
or thereabouts and More Saith Not to this Interrogatory

To the Second Interrogatory this Deponent Saith that he doth Know
Pt Kistnah Dubash to the Compltant in this Cause did Purchase
Cotton Wastes of and from Rose Bolts the Commander of a certain
Vessell from Pegue then in the Road of Madras but this Deponent
Cannot Know whether the Paper Writing Now produced and
Shewn to him at this the time of his Examination is of the
Proper hand Writing of the Person whose Name is thereto
Subjoined

Subjoined or Ll Whether the Said Thomas Charged unto the Said Thomas Purkis
Complainants Purkis And More Lucke Mill to the Said
3d ..... To the Third Interrog the Defendant Saith that he doth
the Said Waste or Spoyle Set Forth in the Bill of Complaint
the Said Defendant That Sometime Spring or the Beginning
Summer by Said Mr Thomas Washbourne the Said
as far as To his Knowledge That the Complainants Purkis
the Said Waste or Spoyle Said the Defendant Knowes
who found one of them Spring Near Tophouse and
to the Southward of the Said the Defendant Saith
who are taking care of them Two they Came there
they had been taken Out of the Sea by the Bodies
the Defendant Also Saith as Cannot make more
to be Safer from the Sea he Defendant Hath Mr Thomas
to Sea thereof and had Ordered them to be Set at the
the Defendant Saith Acquainted that the Said
as the Said Complainants Purkis Had by Living
Purkis and More Lucke Mill to the Said
4th ..... To the Fourth Interrog the Defendant Saith
to Shew the Said Waste or Spoyle in the Defendants
Defendants People Informs Cannot make more
of them that they Belonged to the Complainants
the Poor Fishes they were but Small
and that he could Not Believe them without

And this Deponent Some time After Shaw the Said two Masts or Spars
in the Defendants Yeard and of them was under an Operation Such as
Cutting and forming for Some Particular Service and this Deponent
Did inform One Bird in the Service of the Said Defendant that the
Said two Masts or Spars were the Property of the Complainant
Dubash whereupon he Ordered that Person who were Cutting
the Said Masts to leave off and that this Deponent did immediately
go and inform the Said Complainants Dubash with the Particulars
Relating to the Said Masts or Spars and More Saith not

To this Interrogatory

4 Interrogatory this Deponent Saith that he did Not Make Any
Agreement or Settle Any Price for the Said Masts or Spars any
One of them to and with the Person in whose Hands or Possession
he Shaw the Said Masts or Spars and More Saith Not to this

Interrogatory

5 To the Sixth Interrogatory this Deponent Saith that he does
Not Remember which of the Said two Masts or Spars
was Cutting up the longest or the Shortest and More
Saith Not to this or the last Interrogatory

Which Exam.d

Mayors Court at Madrasphatnam

Between Edwd Gordon of Sergeant George Complainant and George Parsons of the Same place Master Attendant Defendant

On the Part of the Complainant

Depositions

Depositions of Witnesses taken in this Cause by and

before the Examiner in this Court as follows Viz.

Kistnah &c. Madras Durham. Aged 32 Years or thereabouts being

Produced as a Witness on the Part of the Complainant and sworn

the 5th Day of June 1780 Deposeth at the Office of Mr. Mayhew Depham

is Attorney for the Defendant by Cinnadaah. My Servant to be asked

him Assets of the Name to the Bond Prior of Abode of the said Depon

Said Afterwards on the Same Day being Sworn and Examined

Interrogated Viz.

1st ..... To the first Interrogy this Deponent Saith that he doth know

Edwd Garrow in this Cause and that he hath so known him

and that he doth he doth Also know the Defendant Geor

in this Cause and that he hath So known him for

and More Saith Not to this Interrogy

2d ..... To the Second Interrogy this Deponent Saith that he do

the Complainant did Purchase Two Certain Mares and

Bolts the Commander of a Certain Ship from Pegu

Coast of Madras and that the Said Mares Were put

Shewn to him at the time of his Examination

Proper hand Writing of the Deponent whose Name is

Subjoined and the Same Shewn & Exhibited unto the

as Paid and by this Deponent on the Complainant

And More Saith Not to this Interrogatory

3d ..... To the third Interrogy this Deponent Saith that the

Mares or Spare did Come into the Hands or Possession

Said Defendant and that the Said two Masts or Spars were lying on the
Beach near the Surf and were by bad weather washed into the Sea And
carried Nearly as far as Inspruane upon this Defendants Missing
the Said 2 Masts or Spars he Sent a Conestaby in Search of them
who found them in the Possession of the Defendants People Viz
Inspruane and who could Not Deliver them up to the Person
this Deponent Sent to Look for them but Sent an Order from
the Said Defendant Spoke to the Complainant who desired him
to Send the Compt. to the Defendants And Acquaint him that the
Said Masts or Spars belonged to him this Deponent Accordingly
sent the Said Message to the Defendant but he does not Know
whether the Person Shewn the Said Defendants and delivered it but
in the Mean time the Said Complainant and this Deponent
went to the Said Defendants yard when they saw the 2
Masts or Spars as Charged for in the Writting thereto in the
Prouding Interrogatory shewn him and that One of the Said
Masts or Spars Cutting and More Saith Not to the Interrg
4. To the fourth Interrg this Deponent Saith that he did at the time
he Shaw the Said Masts or Spars in the Possession of the Defts
People inform one Burbridge was in the Said Defendants Service
and Prayed that the Said two masts or Spars were the Property
of the Complainant and that one of the Said Masts or Spars
was at the Same time Cutting and forming into a Mast
into Mr. Masts for the Sloop Sally at that time Commanded

by

by Capt.n Anderson and the Defendant Asked the said Bat
swain Order because Cutting the said Mast or Spare be
lopped by the Defendants and that the said Defendant
Charged Capt.n Anderson with purchased the said Mas
of them One hundred and twenty Dagedas pool upon the
Seizing Capt.n Bell's Bill to the Compt.ant and for the
Mast or Spare hereinafter to Capt.n Anderson drawing
to pay the Defenance being with that the Compt.ant
Charged him and with Capt.n Anderson did Not
and More Sath. Not to their Infancy

5.th ..... To the 5.th Intirrog. thro Defendant Saith that he
make Any Agreement or Sattle Any Price for the
two Mast or Spare or for any one of them to any
Person in whose and or Possession the Same the said
or Spare and More Sath. Not to their Infancy &c.

6.th ..... To the Sath Intirrog. thro Defendant Saith that
Remembers with both of the said two Mast or Spa
was Cutting up the longest or Shortest and more
Not to thro or the last Intirrog.

Welsh
&
Capt.

Interrogatories to be Administred to such Witnesses as Shall be Produced Sworn and Examined on a certain Cause Now depending in the Honble the Mayors Court of Madras patnam wherein Edwd Gardiner is Compt.t and George Isaac Defendant

On the Part and behalf of the Above Named Defts

To Sooria Narrain & Ninagapah Modelly

1st Do you know the Parties Complts and the Defts in the Title of the Above Interrogatories Named and do you know Benjn Bird Carpenter Deceased If yea how long have you so known them either and which of them Declare

To Do 2d Have you ever or have you not Seen Benjn B Bird and are you or are you Not Acquainted with the the And Writing of B.B. Carpenter Deceased If so look at the Paper Writing now produced and Shewn to you at the the time of your Examination Marked A Purporting to be a Letter wrote by the Said B. Bird in his Life time and by him Sent to the Defendant in the Title of these Interrogatories is or is Not Such Letter of the Proper hand Writing of the said B Bird and is not the Name B Bird in the Manner and form thereunto Set and Subscribed also the Proper name and hand Writting of the Said B Bird Deceased

To Sooria Narrain & Ninagapah Modelly

3 Do you know of any other matter or things or have you heard or can you set forth Any thing touching the Matter in question in this Cause that may tend to the Benefit and advantage of the Defts

Defendant Towards what hast you have been before Interrogated & to Sy
the Same as fully and at large as you had been thereunto Duly
Interrogated

Bathurst
Atty for Defts

A

Sir

Our on board the 27 of Dec Some Order to go to Sea
to make a Boom for the Ships Anchor Gally Accordingly for
Lying as at the Mess Moorings & on board I Accordingly
as Soon Cutting got a Convenient Day Come to one, Sent to belong
Garrison & Clarmed it as Master Jury Party and Several
off Cutting it till he had Squeezed on Master on board I
with Accordingly he Come the Next Day on board I told
Master had Better to Sea Some how it was Soon Cut and then
Sold to the Prize on the 10th Farnell a Seaman Sent to
Shalin Master and I Charge One hundred Lagadas for
to the South of and I Paid between the Company
28 January 1779

your Humble Ser
Wm Bay Boat

This Paper Shewing Marked A was Shewn to Lewis Da
and Nemapah Mandilly at the Inspection Town of Mad
before mentioned Cause now depending on the Admiralty
Court at Madraspatnam Whereupon Duly Sworn to Sayth
Jaswell Deft on the 17th and 22d Day of August Anno Dom

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(743)

Mayor Courts

Madraspatnam

Between Edw Gowan Compt

and George Trevett Defendt

Depositions of Witnesses taken in the Cause by and before

the Examiner in this Court as follows viz.

Soorea Narrain of Madras Conveopoly Aged 25 Years or thereabouts

being produced as Witness on the Part of the Defendant was on the 22

Day of April 1780 Sworn at the Office of Mr Charles Boundy and his Clerk in

for the Complainant by Lundapanny Servant who also saith him Wrote of the Name

Title and Place of abode of the said Deponent and Afterwards on the same Day

being Sworn and Examined Depose the as follows viz

1st To the first Interrogatory this Deponent Saith that he doth know the Compt

in this Cause and that he hath so known him Seven or Eight Years

and that he doth know the Defendant in this Cause and that

he hath so known him four years or thereabouts

To the Second Interrogatory this Deponent Saith that he has seen

Benj Burt and is acquainted with the Hand Writing of B Burt

Carpenter Deceased and that the Paper Writing Marked A now

Produced and Shewn to him at the time of his Examination

Purporting to be a Letter wrote by the said B Burt in his lifetime

and by him Sent to the Defendant in the Letter of the Interrogatory

Named as of the Proper Hand Writing of the said Benj Burt

and that the Name B Burt in the Margin and form thereunto

Subscribed is also of the Proper Name and hand Writing of

the said B Burt Deceased and More Saith not to this or the

last Interrogatory

Soorea Narrain

Wm Cole

Exam

(754)

Mayors Court at

Madrasspatnam

O. Bellamy Esqr Pltff in Complt

and George Samuell Defendt

Depositions of Witnesses taken on the Complt

before the Commissioners Court as followeth

Viziapah. Moodelly of Madras Comra peon aged 35 yrs

Witness being Produced as a Witness in this Cause on the Part of the

Plaintiff having been Duly Sworn according to the Usage of Mahom-

medans by Daood Ahmed 17 Dec 1780 Interpreted at the Request of Mr Thos

Hickey Attorney for the Complainant by Candiapah. My Commission

whereof Attorney for the Complainant by Candiapah. My Commission

Sasseldeen Amete of the Name. Witness of the Seals of the said Dis-

and Affirmed on the same Day being Sworn and Examined

as followeth viz

1st ..... To the first Interrogatory this Deponent saith that he

the Complainant Germanus in this Cause and that he

him Knows and knoweth Saith and that he saith

that Defendant George Samuell in this Cause and

hath so known him these 10 or 12 years and More Saith Not

Interrogatories

2d ..... To the Second Interrogatory this Deponent saith that he can

write and is acquainted with the Hand Writing & Marks of

Witness to him at this the time of this Examination Let-

ters accounts by the said O B Bellamy this Deponent hath

to the Defendant on the Back of these Interrogatories Pro-

Proper hand writing of the said O B Bellamy and that he can

in the Manner and form thereunto Set and Subscribed

43 (745)

The Proper Name and Hand Writing of the Said Boyce Deceased

And More Saith Not to this or the Last Interrogy

Nuncupah

Webb
Exam.

Additional Interrogatories

to be Administred to Such Witnesses as shall

Kistnah
and
Agamdy Satur

be produced Sworn and Examined on a Certain

Cause Now depending in the Hon.ble the

Mayors Court at Madraspatnam wherein

Edw.d Garrow is Complainant and George

Jasmuller Defendant

On the Part of the Defendant

1st Do you know the Parties Complainant and defendant in the Suit

of this Interrogatories Named or either of them if yea how long have

you so known them or either and either of them Declare

To Kistnah 2d Were you ever and when and are you now Dubash to the Above

named Complainant and Also Capt.n Ross Bolts or otherwise

in his employ as Servant Manager or in Any other and what

Capacity If Yea did you or did you Not ever inform him of two

Spars the Property of the Above Named Complainant having

been sold for the Sum of two Hundred and Ninety five Pag.s

or for any other and what Sum Sum Did you or did you not any

time and when afterwards offer to the Said Ross Bolts

to Purchase one of them Was he or was he not Surprised at

Such offer and did he or did he not Not Express his apprehension

that Some Unfair Methods were taken about the Sale of

the

The Said Spare Declares

To Agravate Satur 3rd Aug you or any of you Did Acquaint or Inform the Hon Standwitt

Capt Rose Bate If you took at the Papers relating Now Lay

Shewn to you at the Hearing of your Examination Marked

Purporting to be a Letter Signed by and Sent from the said D

to George Tarrant Esq the Defendant the Name on the

Interrogatories do you or do you not Verily Believe the Same

in the words and figures Therefore to be of the Proper Hand

of the Said D Bate and do you not Believe Rose Bate has

Read Subscribed Meant and Intended for the Proper Name

his Proper Handwriting Declares

To all the Matters &c Do you Know or do you not know of any

or thing or have you heard or can you Set forth Any thing

or Concerning the Matter in Question in this Cause

Tend to the Benefit and Advantage of the said Defen

towards such that you have been before Interrogated

Declare the Same fully and at large as if you had

Thereunto Particularly Interrogated

Bethune

Att for

Defendant

44

Dr Sir

I send you the Mosts Millombre Slip though my Dubash Kistnah has given me Acct of the Sales of Cloth for 295 Pagodas he has just now wanted Me to take Mo again I send Not help Expressing my Apprehention to him of the unfair me Statutes I send them he takin over the Sales

Your Obt Servant

W Bolts

July 20th

To George Taswell Esqr

This Paper Writing Marked B was Shewn to Agamaly Satur at the Time of his Examination hereinafter a Certain Cause now Depending in the Honble the Mayors Court at Madraspatnam Wherein Edw Yarrow is Complainant and George Taswell is Defendant this 26 Day of June Anno Domini 1780

Webbe
Exam.

Mayors Court at
Madraspatnam

Between Edwd Yarrow Complainant
and
George Taswell Defendant

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

Kistnah of Madras Dubash Aged 32 Years or thereabouts being Produced as a Witness for this Cause on the Part of the Defendant was on the 22 Day of June 1780 Sworn & Examined at the Office of Mr Charles Boonly who is Atty for the Compt by Cindapah my Servant who also spoke him and is of the same Caste and Place of Abode of the said Deponent and afterwards on the same

Day

(768)

Day being sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know

Edwd Garrow in this Cause and that he hath so known him for 5 years and upwards

and that he hath no concern in the Suit Interrogatory

2d ..... To the second Interrogatory this Deponent saith that he

has been sometime Deputy to the Above Named Complt

having been sold for the sum of Three Hundred and Fifty

Pagodas but this Deponent doth not at any time assist

the Bailiffs to execute any of them altho he knows that

this Deponent has a house and Land in the Choultry

taken and Sales of the Lands & Goods and more to

this or the last Interrogatory

Weeks
Exam.

Mayor's Court at
Madraspatnam

Between Edwd Garrow
and George Leavett Deft

Deposition of Witness taken on the Com-
mission this Cause and to me directed

Signed by Edwd Garrow of Madras Labourer aged thirty
years who being sworn on the Book on the Part of the Defendant pursuant
of June 1780 Signified at the Office of the Master Attendant
for the Commd and by Commodore Johnstone on the 26th Day
till and place of abode of the said Deponent and after
same Day being sworn and Examined Deposeth as

To the first Interrog this Deponent Saith that he doth know the Compt[s]
in this Cause and that he hath So known him 2 Years or thereabouts
and that he doth Also know the Defendant in this Cause and that he
hath so known him 12 Years and More Saith Not to this Interrog

To the third Interrog this Deponent Saith that he is Acquainted
with the hand writing of Capt[n] R Bolts and the words R Bolts
Sd and Subscribed to the Paper Writing now produced and Shewen
to him at this the time of his Examination Marked B is of
the proper hand Writing but this Deponent Cannot say
whether the rest of the words and figures contained in this
Paper writing is or are not of the Said Rob[t] Bolts hand Writing
and more Saith not to the Same or the last Interrog

Agnatus Satus
his
Welch Cap[t] X Mark

Mayor's Court at
Madraspatnam

Tuesday the 29th Day of August
Anno Domini 1780

Present

Edw[d] John Holland Esq[r]. Mayor
Patton B. Bent and Edw[d] Saunders
Aldermen

P. Benson

750

Between Edward Jones
Saint George Hancock Complain
Hond George Jones all of the Sa
Master Attorn Defendan

This Cause Coming on to be heard and Debt
in the Presence of the Attorneys on both Sides on Ending the E
Bill in the Sa Exchequer Answered the Defendants Re
Replication the Rejoinder the Interrogatories and Dep
on the part of the Complainant and the Letters marked
the Interrogatories and Depositions on the part
on the part Exhibited marked Marked B annexed t
ring the Pleadings made Use of by the Attorn
consideration had thereon. This Court doth
to Order and Decree and doth Accordingly order and
that the Defendant Shall pay unto the Comp
the full and just Sum of Three Hundred Pou
and Twenty Seven pounds Bay. 327.
Whereupon the Said Defendant is now Ordered to pay
Due thereon unto the full payment and Satisfa
of the Said

Cost

46

1761 Know all Men by these Presents that We Haw Law Saw

Ummer ul Hind Bondar Ul Mulk Memphs and Doulat Nasser subdur

Cawn Bahaudre Zuffer Jung Sepah Salaur Nabab of the

Carnatick Carn hold and formly bound unto Andrew Majendie

of Madras Esqr in the Penal Sum of Ten Thousand Pagodas

Currt Money of Madras to the true and lawfull Payment

whereof we do hereby bind our Heirs and Successors jointly

by these Presents Sealed with our Seals in Madras the Twenty

Sixth Day of November in the Year of Christ 1777 and the

2d day of the Moon Shewwal in the year of Hegyra 1191.

Whereas the above bounden Nabab Haw Law Saw Ummer ul Hind

Bondar Ul Mulk Memphs and Doulat Nasser Cawn Bahaudre Zuffer

Jung Sepah Salaur hath Borrowed and Received of the said Andrew Majendie

the full and Just Sum of Ten Thousand Pagodas and of Sundry other

Persons Dewrs other Sums of Money on Bonds all bearing equal

Date with these Presents the whole to Pagodas to Annual Interest

at the Rate of Twelve ₹ Cent ₹ Annum Payable on certain terms

and Conditions as per Agreement Also bearing equal date herewith and

this Such Further as any or may be Specified assent on the Part of the

said Nabab of the said Creditors

Now the Condition of this Obligations Such that

if the above bounden Nabab his Haw or his Sons for in the

Government of the Carnatick Carn shall truely pay or Cause

to be paid unto the above mentioned Andrew Majendie

his

751

46

Know all Men by these Presents that We Wm Law & Jno
Hmmmm Ul Hund Mondat Ul Mulk Mushd and Doulat Baeur ruddun
Cawn Bahander Lasser Jung Sepah Salaur Nabob of the
Carnatick are held and firmly bound unto Andrew Majendie
Esq. in the Penal Sum of Ten Thousand Pagodas
Currant Money of Madras to the true and lawfull Payment
whereof we do hereby bind ourselves our heirs and Successors firmly
by these Presents Sealed with our Seals in Madras the Twenty
Sixth Day of November in the Year of Christ 1777 and the
2d day of the Moon Shewal in the year of Hegyra 1191.

Whereas the above bounden Nabob Wm Law & Hmmmm Ul Hind
Mondat Ul Mulk Mushd and Doulah Anaur ud Deen Cawn Bahander Lasser
Jung Sepah Salaur hath Borrowed and Received of the said Andrew Majendie
the full and Just Sum of Five Thousand Pagodas and of Sundry other
Persons Divers other Sums of Money on Bonds all bearing equal
Date with these Presents for the whole to Pagodas to Bear Interest
at the Rate of Twelve ₹ Cent ₹ Annum Payable on certain terms
and Conditions as per Agreement Also bearing equal date herewith and
Whereas Such Securities as are or may be Appointed as well on the Part of the
said Nabob as of the said Creditors

Now the Condition of this Obligation is Such that
if the above bounden Nabob his Hrs or his Successors in the
Government of the Carnatick or his or their Agent shall truly pay or Cause
to be paid unto the Above mentioned Andrew Majendie
his

his Heirs Executors Administrators or Assigns from
to time Such Dividends of the Sums Specified and Allotted for
Purpose by the Agreement aforesaid as Shall come to the Hands
the Said Trustees aforementioned and duly Such the Said Trus
. May and Shall Pay over unto his Heirs Executors Administrators or Assigns
. May be Entitled unto by Virtue of this Bond or Obligation
the Said Debt of Pagodas Two Thousand and the Said
this Obligation to be void and of no Effect otherwise
remain in full force and Virtue the Payment and Mean
Parents having been fully and Clearly explained
understood before the Signing hereof

Executed and Delivered
by the above bounden . Nichols &
in the Presence of
Robt. Stevey
James L. Dighton

Examined and Carefully Compared with the Original
Registered in the Honble the Mayors Court at Madraspatam
25th Day of August 1780 and allowed to be a true Copy The Original
Delivered up by Order of Court

. James Taylor
Regr

Godm Todd
Dpty

Filed the 1st Sept.r 1780

47 (753)

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble

Court Your Orator George Savage of Madras Merchant that Annamayapah

Chetty Ramapah Chetty Nanah Chetty and Cottapah Chetty of the same

Place Inhabitants Stands Indebted unto your Orator in the full and Just

Sum of three Hundred and thirty five Pagodas Twenty One fanams

and Seventy One Cash 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 four Pounds four Shillings

and two pence or thereabouts as will More fully and at large Appear

by the Copy of an Account Current and Copy of the Several Bond

hereunto Annexed for the Inspection of this Honble Court and which

your Orator Prays may be taken as part of this his Bill of Compt.t

the Originals whereof being in your Orators Possession and Ready

to be Produced when Required And your Orator further Sheweth that he

hath frequently and in a friendly Manner Requested the Payment

of the Said Sum of three hundred and thirty five Pagodas Twenty One

fanams and Seventy One Cash

But now so it is and may.t Please this

Honble Court the Said Annayapah Chetty Ramapah Chetty Nanah Chetty

And Cottapah Chetty Obstinately and Deceitfully Refuse to pay the

Same or to give your Orator Any Satisfaction touching

the Premises your Orator prays a Genl. Relief Such as to

this

the Honble Court shall appear agreeable to Equity and good Conscience

The End therefore that the said Sonnayahah Chitty Ramyah Chitty

upon their Corporal Oath full true direct and perfect Answer make

and Singular the Matters and things herein before set forth

Alledged Respectfully humbly and Effectually to all Intents and Purp

as the same were here Again Repeated and particularly

Read that he may be Decreed to pay unto your Orator the

Sum of three hundred and thirty four Pagodas Twenty Pa

and Twenty Cash unto them all such Costs and charges

hereafter become due thereon also all Costs of this Suit

May it please the Honble Court that

Sonnayahah Chitty Ramyah Chitty Nimah Chitty and

Chitty to be Summoned and Enjoined by the Honble

of Fort George Esquire of Madrasapatnam and the

thereof personally to be and Appear before the Honble

at a certain time and place to be by the Honble Court

and Effectual then and there to Answer the premises

Bill of Complaint and further to Stand and Abide

Order and Decree therein and to the Honble Court

Seems Meet

Popham

Atty Complt

1st Sept 1783

The Defendant shewn cause

between the Days of Adjournment

Let a Summs Issue returnable

next Court Day

Edwd John Hollond

mayor

Dr. Ammajeshah Chitty Ramapah Chitty and Cullapah & Co.
in Account with George Savage

1777 June	30th	To Ballance of Principal and Interest as per Statement						1780 Aug.t	30	By Ballance	335.21.71
		Bond Sig.d									
		One dated 26 Octob.r 1775 Payable in 2 Months		1587.4.60							
		for Pagodas		1523.29.30		240.41.8					
		One Do 26 for Do Do									
		on the Bond dated 26 October 1775 Principal 30 June 1777		240.41.8							
		Interest to 30 Do 1778 @ 10 P Cent		24.4.8							
		Do to 30 Do 1779 @ Do		265.3.16							
		Do to 30 Aug.t 1780 @ Do		26.22.20							
				291.25.36							
				33.38.35							
				335.21.71							
		Print.d		240.41.8							
1780 Aug.t	30	To Interest to this Day on Pagodas 240.41.8 for 3.y 2.m at 10 P Cent P Annum			94	22	63				
		Pagodas			335	21	71			Pagodas	335.21.71

Madras Aug.t 30th 1780 E. E. Savage

True Copy Bopthorn

(137)

(756)

Pagodas 3447.16. 00
1523. 2p. 30

Know All. Men by these Presents that We Annaiyapah Ch
Rayapah Chetty Ranah Chetty and Coellapah Chetty of Madras Merchants
Jointly and Severally held and firmly bound unto The George Savage
Said place Merchant in the Penal Sum of three Thousand and forty
Current Pagodas Sixteen fanams and fifty Cash to the Payment
well & Truly to be made to the Said Mr. George Savage his Exec
administrators or Assigns We do hereby Severally and Separately
Ourself Our heirs Executors And Administrators firmly by
In Witness whereof we have hereunto Set Our hands
Fort St George this Twenty first Day of October in the year

Whereas the above bound Annaiyapah Chetty Rayapah Chetty Ranah
and Coellapah Chetty hath borrowed and Received of the above Named George
the full and Just Sum of One Thousand five hundred and twenty
Pagodas Twenty Nine fanams and thirty Cash Payable on the Month
Date hereof Bond to Run at Interest at the Rate of 10 P Cent P Annum
Payment to be paid at the Expiration of the said two months

Now the Condition of this Obligation is such
bound Annaiyapah Chetty Rayapah Chetty Ranah Chetty and
Chetty their Executors Administrators or Assigns shall well
Pay or cause to be Paid Mr. George Savage his Executors
or Assigns the full and Just Sum of 1573 Pag. 9 fanams 2
together with all such Interest as shall or may become due
then this Obligation to be void and of no Effect otherwise to
in full force and Virtue

Signed Sealed and Delivered
in the Presence of

Rec.d 13 1775 Received the Principal and Interest due thereon

Pagodas
Fanams
Cash

Bond 1000 Pags. 1757

Know all Men by these Presents that We Amayapah Chitty Rasapah Chitty Nimah Chitty and Callapah Chitty of Madras Merchants are Jointly and Severally held and firmly bound unto Mr George Savage of the said place Merchant in the Penal Sum Nine Thousand One hundred And Seventy four Current Pagodas Three fanams and forty Cash to the Payment Whereof well and truly to be Made to the said Mr George Savage his Heirs Executors Administrators or Assignees as hereby Severally and Severally Jointly and Severally his and Their Heirs Executors and Administrators firmly by these Presents In Witness whereof we have hereunto Set Our hands and Seals in Fort Saint George this Twenty Sixth Day of October in the year of Our Lord One Thousand Seven hundred And Seventy five

Whereas the Above bound Amayapah Chitty Rasapah Chetty Nimah Chitty And Callapah Chitty hath borrowed And Received of the Above Named Mr Geo Savage the full and Just Sum of Four Thousand five hundred and Eighty Seven Current Pagodas One fanams and sixty Cash payable in two Months from the Date hereof and to Equal Interest at the Rate of 12 P Cent P Annum untill Payment of not Paid at the Expiration of the said two Months

Now the Condition of this Obligation is such that if the above bound Amayapah Chitty Rasapah Chitty Chitty Nima Chitty and Comarapah Chitty their Heirs Executors Administrators or Assigns Shall well and truly pay or Cause to be paid unto Mr Geo Savage his Heirs Executors Administrators or Assigns the said Just Sum of 4587 Pag.s 1 fan.s and 60 Cash together with the Interest as Shall or may become due thereon then this Obligation to be Void and of no Effect otherwise to

Continued

(758)

Continuation of Suit Original

Simeon Stallard and Richard Stallard

Plaintiffs Attorney Substituted to the Suit

in the Persons of

[illegible]

[illegible]

Mayor's Court at

Madrasapatnam

Tuesday the 5th Day of Sept

Anno Domini

Present

Edwd. Saln Holland Esqr. Mayor

James Call and Thomas Co

Aldermen

Between George

Merchant Complainant and the

Pooneah Chetty Ramah Chetty

Chetty of the Complainant and

Chetty of the Complainant

The Defendants Pooneah Chetty and

being in Court and Acknowledging the Justice of the

Demand the Court doth therefore think fit to Order and

Do the Accordingly Order and Decree that the Defendants

Pay unto the Complainants the Sum and Sixty two

and thirty four Pagodas Twenty two Fanams and Seventy two

21. 71 / Sixty three with all such Costs and Damages as shall

become due thereon and untill full Payment to make

Same

Error

Recd 12 July 1731.

50 (759)

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Shewe unto this Honble Court
your Orator William Agustus Bolleyn of Fort Saint George Merchant
that Nellapah of Madras Dubash stands Justly and truely
Indebted unto your Orator in the Sum and Just Sum of Two hundred
thirty Six Pagodas fourteen fanams and fifty four Cash Current Money
of Madras Making in Sterlings Money of Great Britain after the Rate
of Eight Shillings for every Pagoda the Sum of Ninety four Pounds
Ten Shillings and Eleven pence being the Ballance of an Account Current
a true Copy whereof is hereunto Annexed for the Inspection of this Honble
Court and which your Orator prays may be Admitted as part of
this your Orators Bill of Complaint And Whereas your Orator
hath frequently and in an Amicable Manner Requested payment
from the Said Nellapah of the Said Sum of two hundred and
Six Pagodas fourteen fanams and fifty four Cash

But now so it is and may it Please this Honble
the Said Nellapah Obstinately and wilfully Refuses to pay the same
or to give your Orator any Manner of Satisfaction Touching the
Premises your Orator therefore Prays aforesaid Rules of Such as to
this Honble Court Shall Appear Agreeable to Equity and
good Conscience to the End therefore that the Said Nellapah

May

. Mayhes Corporal Oath follows Pleas Bond for pet Answer Rep
Surgeons Mate Mattress Bond Hung Heroon before 1st Sept 1811
Issuing Bond Effectually to all Intents Bond for process
here Again Repeated Bond Forbearing Imprisonment
be Pleased to pray unto your Grace the aforesaid Lumps
and Thirty two Pagodas Pounds for forty four
and shall Sheweth Interest to commence shall hereafter
also all Costs of this Suit

May it please Your Humble Court
Netlapah to be Summoned and Appear by the Sheri
George Town of Madraspatnam and the Defendant
to be and Appear before Your Humble Court at the
Place to be by Your Humble Court prescribed and Ap
and there to Answer unto Petitioners Petition
and further to Stand to and Abide by such
Thereon as to Your Humble Court Shall Seem

51

(761)

D.r William Augustus Baddeley in Account With Nellapah Dubash C.r

1778					1778					
May	To the Amount of your Promissary Note of Hand to Capt.n Robert Haw and by him endorsed to me			187.26	June	5.	By Cash Received of you on Part of your promissary Note to Capt.n Haw		300.	
	To Interest on Pagodas 187.26. to the 15.th July 80 being 25. Months & 18 Days @ 12 ℘ C ℘ Pa.m	124	36	70			By Interest on Pa 300 to 15.th July 80 being 25. Months & 10 Days @ 12 ℘ C ℘ Pa.m		76	16
									376	16
							By Ballance		236	16 54
	Pagodas	612	18	70			Pagodas		612	18 70

Fort St George 16 July 1780

E E

Signed W. A Baddeley

A true Copy

Jas Brodie

Attny Comp.t

Mayors Court at
Madraspatnam

Tuesday the 5 Day of September
Anno Domini 1780

Present

Edw.d John Hollond Esq.r Mayor

James Call and Thomas Cooper

Aldermen

Between William Augustus
Baddeley of Fort St George Merchant
Complainant and Nellapa Dubash
of Madras Inhabitant Defdant

It

A. Appearing by the Records of this
that the Honble Rules have passed for the Defendant to
Complainants Bill unless he have Registered Copy thereof
Book fit to Order and Decree and doth Accordingly Or
Decree that the Defendant shall pay unto the Comp
the full and just Sum of Four Hundred and Sixty
fourteen Pagodas and fifty four Cash p. Page 236 th
gathen unto shall Such Interest as Shall have
due thereon unto full Payment is made Also th
this Suit

Filed 20 July 1720

To the Honble the
Court. Madraspa
Humbly Complaining
Honble Court Sheweth Lender George Smith by his
Cuthbert and Andrew Rose of Madras Esqrs that
Nunnapah Bhadrapah Moodelliar and Thomas
Same place Inhabitants Mandr Indebted unto
full and just Sum of four hundred and Sixty
Thirteen Pagodas and Sixty Eight Cash Current
Madras Mahmoodies Starlings Money of Exchange
at the Rate of Eight Shillings for every Pagoda
One hundred and Seventy two Pounds two Shillings
Pence or thereabouts as more fully and at large

52 (763)

To the Copy of an Account of an Account Current hereunto Annexed for the Inspection of this Honble Court and which is prayed by your Orator to be taken as part of this his Bill of Complaint And your Orator further Shewing unto this Honble Court that he hath frequently and in a friendly Manner Requested the Payment of the said Sum of Four Hundred and Thirty Star Pagodas Fourteen fanams and Sixty Eight Cash

But now so it is May it Please this Honble Court the said Jacob Barnett Nowrajah Rhodarajah Moodelliar and Annogam Obstinately and wilfully Refuse to pay the same or Ingage your Orator Any Manner of Satisfaction touching the Premises Upon your Orator May it Please this Honble Court to Grant unto your Orator his Majts General Writ of Subpœna to be Directed to the said Jacob Barnett Nowrajah Rhodarajah Moodelliar and Annogam Thereby Commanding them and Every of them at a Certain Day and under a Certain Pain therein to be limited personally to be and Appear before this Honble Court then and there to Answer the Premises and to Stand to and Abide such Order and Decree therein as to this Honble Court shall seem meet and agreeable to Equity and good Conscience. To the End therefore that the said Jacob Barnett Nowrajah Rhodarajah Moodelliar and Annogam May upon their Corporal Oaths full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth & 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 four hundred and thirty Star Pagodas fourteen fanams Bond Sixty Eight Cash with all Such Interest as aforesaid or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Jacob Barnett Nowrajah Rhodarajah Moodelliar and Annogam to be Served And Required by the Sheriff of Fort Saint George Town of Madraspatan And the Peons to them Personally to be and Appear before this Honble

(Folio)

Dr Jacob Barnett. Ninigpah Rhoderapah. Moodeliar } Cr
and Aomaguirr in Account Current with George Smith

1779 July 6	17	To the Amount of your Bond	1154	38	50	1779 March 1780	9	By Cash Received in part	500	-	-
		To Interest On D° from 17 July 1779 to this day @ 12 ℔ Cent	197	7	8	July 17 1779 April 16 1780	5	By Interest On D° to this day @ 12 ℔ Cent	81	16	10
							16	By Cash Received in part	300	-	-
						July 17		By Interest On D° to this day @ 12 ℔ Cent	45	12	30
									926	28	70
								By Balance	430	13	68
		Pagodas	1356	13	58			Pagodas	1356	12	58

Madras 17th July 1780

E E ℔ Madras Rupees

Errors excepted

Madras Court of Requests

The Petition of Ninigpah Rhoderapah Moodeliar and Aomaguirr Inhabitants of Madras

Humbly Sheweth

That your Petitioners have been Sued in this Honble Court by George Smith Esqr for the Sum of Pagodas 1356 12 58 and upwards to the Amount of which Sum your Petitioners have been Arrested and Confined in the Common Gaol of this Place

That your Petitioners have Entered Appearance to the Action and have Pleaded the General Issue

That your Petitioners have Received Notice that the Plaintiff intends to Move this Honble Court for Judgment against your Petitioners for want of a Plea

That your Petitioners have Pleaded the General Issue and are ready to Prove the Same

Mayors. Courtal
Madraspatnam

Tuesday the 5th Day of Septr
Anno Domini 1780

Present

Edwd. John Holland Esqr. Mayor
James Call and Thomas Cooper
Aldermen

A Bill in Chancery George Smith by his
Attys Andrew Ross and Alexander
Cuthbert of Madras Esqrs Complainant
and Sarah Barnett Renneyah Rhodiapah
Madelleer and Ramagom of the Same
Place Inhabitant 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 thinkfit to Order And Decree and doth Accordingly
Order and Decree that the Defendant Shall pay unto the Compltt
the full and Just Sum of Four hundred and Thirty Star Pagodas Fifteen
fanams and Sixty Eight Cash / Pagodas 430. 13. 68 / together
with all Such Interest as accrues or Shall hereafter become due
thereon until full Payment be made as well Costs of this Suit

Ct. Clk

(766)

Filed 17 December 1772

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaineing Sheweth Most Humbly
Cuntygaroo Pooter Mahomed Ally Cawn by his Attorney
Cuzzy of Madras Inhabitant that Cattya of the same pla
tantant Sheweth Indebted cuntygaroo Pooter on the fol
Last Sum of Seven hundred and Seventy two Pagodas
Twenty One fanams Currant Money of Madras Rup
Sterling Money of Great Britain at the Rate of Eig
seventy Pagodas the Sum of three hundred and Nine
Shewadeth as well More fully and Large Appear by
Current and Copy of an Assignment hereunto Annexed fo
of this Honble Court unto cuntygaroo Pooter Cuzzy Mahomed
Part of this his Bill of Complaint and Whereupon
frequently and often as Occasion Requires Shewadeth
and Sum of Seven hundred and Seventy two Pago
Twenty One fanams from the said Cattya

Humbly Prays the Defendant Mayor Mayor &c
Court the said Cattya Attornatily and Respectfully
the Same or to cuntygaroo Pooter Cuzzy Mahomed
touching the Premises cuntygaroo Pooter therefore Cuzzy

Relief Such as to this Honble Court Shall Appear Agreeable to Equity
And good Conscience to the End therefore that the said Catya. May upon
her Corporal Oath in 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 where here Again Repeated And perticularly Interrogated
and that She May be Decreed to Pay unto your Orator the
aforesaid Sum of Seven hundred and Seventy two Pagodas And
Twenty Five fanams together with all Such Interest as now shall
hereafter become due thereon Also all Costs

May it Please this Honble Court to Cause the said
Catya 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 as shall be by this Honble Court
Prescribed and Appointed Then and there to Answer the
Premises and Abide by Such Order and Decree therein as to this Honble
Court Shall Seem Meet

Henery Du Pre
Atty Compts

(767)

1778 Dec.r 16

This Bill was Sworn to in

Court the Day of Assignment

the Complainant having Made Oath

to the Justness of his Demand and

that he hath Reason to believe the Defr

will Depart from the Jurisdiction

of this Court Let a Summons Issue

Immediately And Warrant of Arrest Issue

James Call

Mayor

10th January 1780

This is to Certify that the Complainant has Made

Oath to the Justness of his Demand and that the Defr

has been served upon the Surrender of the Bail bond

the Cause of Action Arose Let a Warrant of

Sequestration Issue

Edwd Jno Holland

Mayor

Dr. Estimate in Account Current with Mahomed Ally Lawn Cr

1776				
Dec. 5	To Cash for my Garden from 5 Dec. 1776 to this Day			
	12 Years @ 50 Pagodas p Ye	600		
	250 Mangos Trees which were Cut down and			
	Destroyed by your Order and by you disposed of			
	for the Price @ 1 Pag. p Tree	250		
	To 20 Black fruit Trees which were Cut down			
	& destroyed by your Order and by you disposed of			
	the Price 2 C. p Tree	100		
	To 5 Jamroon Trees which were Cut down and			
	destroyed by your Order and by you disposed of			
	@ 4 C. p Tree	20		
	To 23 Cocoanut Trees @ 2 C. p Tree	23	21	
	To 10 Plantain @ 1 C. ea	10		
	To 20 Guavas @ 1/2 C.	15		
	To 30 Limes @ 1/2 C.	15		
	To 5 Papays @ 1 C. ea	5		
	Pagodas	772	21	

By Balance — 772 21

Pagodas 772 21

Fort Saint George
5 Dec. 1776 E. E.

(165)

To all to Whom these Presents Shall Come Greeting

Catiza of. Madras Inhabitant In Account Current Bearing Date

day of December One Thousand Seven Hundred And Seven

Stands Indebted unto. Mahomed Ally Cawn of the Same

Sum in the full and Just Sum of. Seven Hundred and

Pagodas and twenty One fanams Current. Money of. Madras

Know ye that the Said. Mahomed Ally Cawn for the

to him in hand paid by Agostenho de Cruz of. Madras Inha

or before the Sealing and delivery of these Presents the Recpt

the Said. Mahomed Ally Cawn Doth hereby Acknowledge

said. Mahomed Ally Cawn hath Assigned And Set over

Presents Doth Assign And Set over unto the Said Agostenho

the Said Account Current and the Money or Amount

And Interest thereon due and Owing And undue. Mag

thereon And all his Right and Interest of in and to the

every part thereof and the Said. Mahomed Ally Cawn for

him Assigned hath made Constituted And Appointed the

Agostenho De Cruz his Executors And Administrators

Lawfull Attly and Attlys. Irrevocable for him and in

in the Name and Names of his Executors And Admr

but for the Sole And proper Use and benefit of the

De Cruz his Executors Administrators And Assigns to ask Require
Demand and Receive of the said Catija his heirs Executors And
administrators the Money due and to become due on the said
Recited Consent and on Non Payment thereof to the said
Agostenho de Cruz his heirs Executors And Administrators to
Sue for and Recover the Same and on Payment thereof to deliver
up the said Recited Consent and give Sufficient Releases
and Discharges therefore And One or More Attorney or Attorneys
under him to Constitute And Ordain whatsoever the said Agostenho
de Cruz or his Attny or Attnys under him Shall lawfully
do in the Premises the said Mahomed Ally Cawn doth
Covenant with the said Agostenho de Cruz that he the
said Mahomed Ally Cawn hath Not Received nor will
Receive the said Money due or to become due on the said
Recited Consent or any part thereof Neither Shall or
will Release or discharge the Same or any part thereof
but will Allow and Allow of all Lawfull Proceedings for
the Recovery thereof by the said Agostenho de Cruz saving
the said Mahomed Ally Cawn harmless of and from
Any Suits that may happen to him thereby In
Witness

(772.

~ Witness Hands of the said Mahomed Ally Cawn Bah

Set his Hand and Seal in Madras this 5th Day of D

Thousand Seven Hundred and Seventy Eight

Signed Sealed and Delivered } Mahomed Ali

Whereno Stamp'd Paper is to be had

In the Presence of

Venkatachellum } A true Copy

Viradaspah

Henry D

Mayor

. Mayor's Court at . Tuesday the 5 Day

. Madrasphatnam } Anno Dom

Present

Edwd. John Holland Esqr. M

. James Call and Thomas Esqr

Aldermen

Burrows

by his Attorney Agustus

51 (773)

Inhabitant Complainants and
Catiza of the Same Place Inhabitant
Defendant

It Appearing by the Records of this Court that the
Space of Six Months from the time Limitted in his Majestys Charter to
Elapsed since the Return of the Warrant of Sequestration issued Agt the
Defendants Effects and that he has 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 Complainant
the full and Just Sum of Seven hundred and Seventy two Pagodas
Twenty One fanams (Pags 772 21) together with Shall Such
Interest as now is or shall hereafter become Due thereon until the
full Payment be made Also all Costs of this Suit

A. Cuw

Fort St George 6 March 1779

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator James Stanger of Fort Saint George Merchant
That

(774.)

That Whereas your Orator on or about the Thirteenth day of August in the Year of Our Lord One Thousand Seven hundred and Seventy Seven did Advance & Lend the Sum of Two Thousand Pagodas unto Cavraldy Condaloo late of Madras Dubash to Him at Interest after the Rate of Twelve p Cent p Ann for the Terms of Six Months. And Whereas the said Cavraldy Condaloo did Enter into and give unto your Orator One Bond or Obligation in the Penal Sum of Four Thousand Pagodas Conditioned for the Payment of the said Principal Sum of Two Thousand Pagodas and the Interest unto your Orator under Certain Terms and Conditions as therein is Set forth and Expressed as will more fully & at large appear by a Copy of the said Bond or Obligation with the Hand and Seal of the said Cavraldy Condaloo bearing date the Thirteenth day of August in the aforesaid Year of Our Lord One Thousand Seven hundred and Seventy Seven ready to be for the Inspection of this Honble Court and the Original Ready to be Produced when this Honble Court shall Require which your Orator further Shews that having so Lent and Advanced the said Sum of Two Thousand Pagodas and taken the said Cavraldy Condaloo Bond or Obligation for the Same your Orator duly did Solicit and Demand that the Principal & Interest should be paid to your Orator According to the Tenor & Purport of the Obligation which your Orator further Shews that at the Expiration of the Time for Payment your Orator frequently Applied for Payment and the said Cavraldy Condaloo as often promised your

Orator

58

(775)

Orator further Sheweth that Said Caraty Condalo Went from Madras Hoped
and took his departure for the Northward to see his Father in hopes that
the Said Caraty Condalo Not Returning soo soon to Madras as Expected
your Orator Sheweth that he Applied to Patnah Gowah otherwise
Cautty Gowar the Brother of the Said Caraty Condalos and unto
for know what was become of the Said Caraty Condalos unto
Answered that his Said Brother the Said Caraty was Expected
Shortly at Madras but that he Assured your Orator that your Orator
Might Make himself easy about the Payment of your Orators
Money as he the Said Patnah Gowah otherwise Gowar would be
Answerable for the Payment and thereupon such Assurance your Orator
further Sheweth that Some after the Said Caraty Condalos Condalos
arrived at Madras and dwelled on your Orator and your Orator
being then at that time taken up from the Service of the said
Caraty Condalos promised to Call on your Orator Again he never
did he fell Sick and Died but at what particular time your Orator
cannot Tell for that your Orator further Sheweth that being anxious
the Payment of the Said Caraty Condalo Bond being Paid your
Orator Not knowing when it would be paid and Not liking
the footing on which the Said Patnah Gowah otherwise Gowar gave
his Assurance for the Payment your orator or did Send his
Servant

Servant to the Said Patnah Gowah for him to Come to Some fix Resolution as
to the Payment whereupon as your Orator Shewith the Said Patnah Gowah
Promised on your Orders gaining him Some time he would be Answerable for
the Said Debt and pay the Same unto your Orator further Sheweth that
he was Contended and Remained Satisfied the Subject wanted Some Considerable
time had Elapsed when your Orator did Again Apply unto the Said
Patnah Gowah for Payment and in Case it was in Consequence to pay that then
your Orator proposed to him that on his the Said Patnah Gowah giving some
Security he Should have his own time your Orator further Sheweth that
on this Application being Made on the Part of your Orator to the Said
Patnah Gowah Did Scorn and Make Answer and Promise your Orator that
he would pay the Said Bond of his Said Brother the Said Canty Condalah
in One Month from the Date of your Orators Said Last Mentioned
Application to him which time of One Month your Orator Sheweth
he Allowed the Said Patnah Gowah after the Expiration of the time
your Orator did Apply to him Again for Payment Pursuant to his the
Said Patnah Gowah promise and Answer taking unto Consideration for me
he has he had them no money by him to be Wanted for Longer time
Promised in Case of his Failing thereunto to Mortgage his House
also his Brothers House or any other Security your Orator Liked
best as he the Said Patnah Gowah otherwise Could give your
Orator being there Persuaded on the Strength of the said Patnah
Gowah

Your your Orator was perfectly Satisfyed as he Relyed on the Promises and Asseurances of the Said Patnah Your Orator further Sheweth that there is now due from the Said Patnah Your the Bond of the Said Brothers the Said Carely Condatoo the Sum of two thousand three hundred and Seventy three Pagodas and twelve fanams Current Money of Madras Making in Sterling Money of Great Britan after the Rate of Eight Shellings for every Pagodas the Sum of Nine Hundred and forty Pounds Six Shellings and upwards which Sum Your Orator Sheweth he hath frequently and in an Amicable Manner Requested Payment from the Said Patnah Your pursuant to his promise and undertaking Soley him made unto your Orator

But now so it is and May it Please Your Honble Court the Said Patnah Your ostensibly and dissemblingly Pretending to agree Your Orator many manner of Satisfaction touching the Premises pretending that on Case the Said Patnah Your made any promises Asseurances of Payment unto your Orator Such Promises and Asseurances must have arose from the Estate and Effects of the Said Brothers Carilly Condatoo being Sufficient all this the Said Carilly Condatoo Conducting in his Your Orator Shews the consequent Losses your Orator Sheweth and Charges that had not been for the Asseurance of the Said Patnah Your becoming Responsible for the Same which your Orator would have taken Measures both before and after

after the Decease of the said Carrally Condallee to have secured himself beyonde Possibility of a Doubt of such the Circumstance the said Patrah Gruar was well Apprized and therefore the said Patrah Gruar with Slape by artfully Promised and undertaking to become Security and pay to the said Dettle to your Orator as effectually for round your Orator from Securing himself other than by the Acceptance of the said Patrah Gruar a Security for Payment and to the true the said Patrah Gruar otherwise Gruar pretends that he is not about to pay your Orator Notwithstanding his promises and undertaking wonderto your Orator knowing that his said Brother the said Carrally Condallee Dead and that he Died insolvent the said Patrah Gruar thereupon Case the Gruar could not tell but he has Administration to his said Brother Estates and Effects by obtaining Letters of Administration from out of this Honble Court he cannot Sale pay your Orator out of the said Estate but to the Prejudice of other Creditors of the said Deceased Condallee foreclose foreclosure every request and Very Evasive as your Orator Charges because your Orator is deprived upon the Estate by Reason and Means of the said Patrah Gruar Promise and undertaking to pay your Orator so as aforementioned Notwithstanding by your Orator accepts your Orator charging that at the time and times of the said Patrah Gruar Promise and undertaking he well knew of all Circumstances Attending to the said

Carrally

Carnatty Condatoo both before And After his Decease and Could Not have promice
And Undertake to pay Unto your Orator the said Debts of the said Carnatty Condatoo
without due and Mature deliberation and Consideration and unbeknown
Your Orator Charges he Must have done as the said Patanah Lyon always
Last passed and well Known to be Concerned with his said Brother the
Effects connected or be obliged to Satisfy or Pay his said Brothers
Debts further than his Estate and Effects would go which by your Orator
Shews this unjust and Contrary to the Usage and Custom of the Last
mentioned People of this Part of India time out of mind as by such
usage and Custom all and every the Brother and Brothers Son
and Sons Sons Kindred are Responsible for the Debts of their
Deceased Relation the Equity of this Usage and Custom as your
Orator Charges Arose from the General Antiquity of it as of the whole
Family as the Gains of each Individual in the General Execution
for the Gains of the whole Family and in like manner as to the
Losses

before or that in fact the Debt is Never Extinguished by the Death of the Debtor but kept alive by the Survivor of the formerly granted the Debt is fraudly discharged which may May be to a period of One hundred Years More or Less as your Orator Charges the Said Patrick Grosvenor taking out a Letter of Administration to his Said Brother and the Said Carraty Condalos Estate and Effects in fact Nomore than a Nominal thing without a Reality however formally of the Deceased by usage and custom have an Intrinsic worth thing which Concerns the Deceased being their Relation Your Orator further Charging that however desirous the Said Patrick Grosvenor May be of Getting off the Funeral Cradors of the Said Carraty Condalos by his Obtaining Letter of Administration as aforementioned yet the Said Patrick Grosvenor and the Said Patrick Grosvenor therein Carraty Grosvenor his Generation are Exposed of which Circumstances the Said Patrick Grosvenor was well Acquainted both before and After the Decease of the Said Carraty Condalos so in fact the Said Patrick Grosvenor promised and undertook Nothing but what he knew he was According to the Usage and Custom of this Court or Court he was and ought to do And as the Circumstances of your Orator Charges that he has nothing to do with the Said Carraty Condalos or his Effects but that your Orator's Remedy is against the Said Patrick Grosvenor pursuant to his Promise undertaking so frequently made your Orator Against whom Orator Charges that by Law and Action of the Case lays Against him said Patrick Grosvenor Attorney Grosvenor upon a breach of promise And as taking your Orator therefore prays a General Writ of Such as to this Court shall Appear Agreeable to Equity and good Conscience To the Lord

End thereof that the Said Patrah Iyaun Mayr may for his Corporal Oath
full true Direct and perfect Answer Make to all and Singular the Matters
and things herein before Set forth And Alledged Respectively truely Under
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 two thousand three
hundred and Seventy three Pagodas and twelve fanams together
with all Such Interest as aforesaid is or Shall hereafter become due
due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said
Patrah Iyaun & Veerasa Caruthe Iyaun to be Summoned and Required
by the Sheriff of Fort St George Town of Madras patnam and the
Districts thereof Personally to be and Appear before this Honble
Court at a certain time and place to be by this Honble Court prescribed
and Appointed then and there to Answer thereunto your Orators Bill
of Compt and further to Stand to and Abide by Such Order &
Decree therein as to this Honble Court Shall Seem Meet

Chas. Brooks
Atty Complt

(782.)

Know all Men by these Presents that Curratty Cundaloo of Madras Dubash Am held and firmly bound unto Strange Merchant of Fort Saint George in the Penal Sum of four thousand Pagodas to the Payment whereof well and truely to be made to the said James Strange his Heirs Executors and Administrators firmly by these presents

In Witness whereof I have hereunto Sett my Hand and Seal in Fort St George this thirteenth day of Augt 1777.

Whereas the Above bound Curratty Cundaloo hath borrowed and Received of the Above Named James Strange the full and just Sum of two thousand Pagodas Payable in Six Months from the Date hereof to Run at Interest at the Rate of Twelve p Cent p Annum

Now the Condition of this Obligation is such that if the Above bound Curratty Cundaloo his Exrs Admrs or Assigns shall well and truely pay or Cause to be paid unto James Strange his Exrs Admrs or Assigns the full and just Sum of Two thousand Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be Void And of no Effect otherwise to Continue in full force and Virtue

Signed Sealed and Delivered
in the Presence of
Signed
Robt Strange
Gonnady Venkadachellum

Signed in the Malabare
Curratty Cundaloo (LS)

A true Copy by me
Chs Bromley

62 (783)

The Amended Answer of

Pitnah Iyaunh a Hindoo Cannatty Gowaroo of Madras

Defendant to the Bill of Complaint

of James Strange of Fort Saint George Merchant

Complainant

The Defendant now and at all times hereafter saving

And Reserving unto himself all and all Manner of Benefit and Advantage

of Exception to the Many Untruths Errors Incertainties Insufficiencies

and Imperfections in the said Bill of Complaint Contained for Answer

thereunto or unto so much thereof as this Defendant is Advised doth Materially

Concern to Make Answer unto he this Defendant Answers and Saith

that he Absolutely Denies to Stand Indebted unto the said Compt.

in the Sum of Five Thousand three Hundred and Seventy three Pags

and Twelve fanams Current Money of Madras as Unjustly Suffer th

in the said Bill of Complaint or in Any other Sum of Money

whatsoever this Defendant further Answering Saith that it Appears

by the said Complainants own Showing in his said Bill of Compts

that the Pretended Action Accrued upon or was Commenced for and on Act

of Debt to the said Complainant Says this Defendant Undertook

and Promised to pay unto the said Complainant such thus

Defendant absolutely denies the Defendant further Answering

Saith that he denys to have ever come to any Resolution Condition or

made Any Promise to the Complainant of Paying his Brothers

Debts

Debt Neither is it Just or Reasonable that he Should do so Except as to
the Estate of his Said Brother As far as Such Estate will go Nor did the
Defendant Promise to Mortgage his Land his Brothers Lease to the
said Complainant Nor did the Defendant Request an Indulgence
of One Month or any longer time for the Discharge of the Sum Therein
and Said for in Bond by the Complainants Bill of Complaint but the
Defendant Absolutely Denies that the Said Complainant Did Give
Indulge this Defendant with the Said time of one Month or Both in
the Said Complaint Dated the Expiration of any Such time
Pretended to be Allowed to this Defendant Apply to this Defendant
again for Payment of the Amount of the Said Bond given and Given
by this Defendants Said Brother Caratie Condaloo this Defendant
further Answering Saith he is quite Amazed at the Many Made
Assertions in the Said Bill of this Defendants undertaking &
Promising Payment of his Deceased Brothers Debts to the
Complainant and the Forbearance of the Said Complainants to
Endeavour to make this Defendant Answerable for so large a Sum
as that Said for which this Defendant Never Received the Least
Value or Consideration for or on Account of the Same Nor is there
Any good or Legal Cause or Reason why he this Defendant should
be Answerable or Accountable for the Same this Defendant
further Saith that he Could by no means undertake or Had
no Reason to undertake or Promise to pay the Sum Borrowed by
this This Defendants Brother Caratie Condaloo or for which he
Died

Said Brother gave a Bond Unto the Said Corratee Condaloo
And this Defendant in One Hand & the Said Caratee Condaloo
Should be Looked upon as one that he had Not the Least Right
Property or Concern with this Defendant or to Estate because the
Said Condaloo was in or About the Year of our Lord 1780 and Adopted
by One Aruna Ankamah Sister to this Defendants Father as her
Son and her Account More fully and at large Appear by a Translate
of a Deed of Adoption hereunto Annexed for the Inspection of this
Hon'ble Court And which this Defendant Prays May be Admitted as
Part of this his Answer this Defendant further Says that from the time
of Granting of the Said Deed of Adoption he the Said Condaloo became
or was Considered intirely out of the Family and that he had no
Claim inheritance or any Right to any part of this Defendants
or his Other Brothers Estate it is therefore Very unlikely that
this Defendant would promise or undertake to pay the
Complainant the Sum he so wrongfully Charges this Defendant with
in his Said Bill of Complaint this Defendant Absolutely denies
that he was Concerned with the Said Brothers Corratty Condaloo
in his Life time in all and every the Transactions Related to
the Trade and Dealing of the Said Caratee as the Said Compt^t
Charges But this Defendant Admits that he Died for and on
Account of the Said Caratee Condaloo and did Appoint the said
Caratee

Counter on the Management of the Same of his Affairs And positively
in the Managment of his Said Business but Not as a Partner or a Principal
as the Said Complainant would wish Should Appear but Supposing
this Defendant had been Concerned with his Said Brother as a Said
Partner and Partner in Trade he doth by no Means Admit that this
Defendants Own Separate Estate or property would have been Assum-
able for or liable to the Payment or Either of the Debts of Such Partnership
or of the Separate or Separate Debts of the Said Covatie And further answers
Particularly how can this Defendant to be Alleged to pay the Debts
of his Said Brother when he the Said Covatie Condalee or his
Estate is so largely Indebted unto this Defendant which was the
Very Reason that he this Defendant Administered to the said
Covatie Estate & Effects he would Not have done & would know
that Then the Said Covatie Condalee Estate was by no Means Sufficient
to pay this Defendants Debts Admits that the Laws &
Customs of the Said or East of People of the Land of India are such
as the Said Complainant hath in his Said Bill of Complaint
mentioned but how Then no Adoption or Division of the Family
Estate but this Defendant Saith that Such Rules and Customs
cannot take place or any Effect in the Present Case by Reason
of the before Mentioned Adoption which Supersedes all Such
and Customs of that Kind Therefore Neither This Defendant
nor

Nor his Estate is or are Answerable for all and every the Debts of the said Corattee Condatoe

All Which Matters and things the Defendant is Ready and willing to aver Maintain and prove as this Honble Court Shall Award and Most Humbly pray to be hence dismissed with his Reasonable Costs and Charges in this Behalf most Wrongfully Sustained

John Sykes
his Mark
Deft

Translation of an Addoption Bond Dated the 25 of March 1758

I Corattee Pudmanabe do give this Addoption Bond. to Brave Ankanah that is to Say as you have given Solemnitie of your Son Death therefore I gave My Son Named Condatoe to Support you as Addoption which is to be brought up and Accordingly you to you as Addoption which is to be brought up and Accordingly you Do Look Upon him and Received as Addopted Son and do you to Enjoy how and his descendants Welnesses Chinna Perpiah and Jyapah Ready by their knowledge Drawn by Chavoor Condraz

The Mark X of Corattee Pudmanabe.

Witness's
The Mark of 17 Paupiah
The Mark of Jyapa Reddy

The Aforegoing is said to be a true Translation as near as can be from Original in the Gentoo Language by Soobarayah Sworn Court Interpreter

John Sykes's
his Mark
Deft

(788)

Filed 30. June 1779.

The Replication of James Strange of Fort Saint George Merchant to the Amended Answer of Patnah Synah a Heathen and Cazette Govt of Madras Dubash

The said Replicant now and at all times hereafter saving and reserving unto himself all and all Manner of Benefit and Advantage of Exception to the Many untruths Incertainties Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto saith that his Bill of Complaint is and all and singular the Matters and things therein Contained are good and sufficient in the Law to be Answered unto in Such Manner and form as the Same are therein and hereby Set forth and Alledged and that the Said Answer of the said Defendant is insufficient and Insufficient in the Law and for further Replication the Said Replicant says that the said Defendant does Stand justly and truly indebted unto him the said Replicant in the Sum of Two Thousand three Hundred and Seventy three Pagodas Twelve fanams as Set forth and Expressedly by the Replicant in his Complaint Agt the said Defendant Notwithstanding Any thing Alledged by the Defendant in his Amended Answer to the Contrary the said Replicant further Says that he Admits that by his own Shewing in his Bill of Complaint that the Present Action Accrued and is Commenced for and on Account of a Debt which the Defendant Alledged that the Defendant Further by the Means of the Defendant

Nor his Estate is or are Answerable for all and every the Debts of the said Corratto Condalee

All Which Matters and things the Defendants is Ready and willing to aver Maintain and prove as this Hon'ble Court Shall Direct and Most Humbly pray to be hence dismissed with his Reasonable Costs and Charges in this Behalf most Wrongfully Sustained

John Sykes
Atty for Deft

Translation of an Addoption Bond Dated the 25 of March 1758

I Corratto Pudmanabe do give this Addoption Bond to Araya Ankanah that is to Say as you have given Solitude of your Son Death therefore I give My Son Named Condalee to Support you Daughter Tenamia Water And Received as Adopted Son and do you to Enjoy him and his discendants Wedne per Chinna Pauliah and Jyapah Ready by their knowledge Drawn by Chavoor Condraz

The Mark X of Corratto Pudmanabe

Witness's
The Mark of 17 Pauliah
The Mark of O Jyapo Reddy

The Aforegoing is said to be a true Translation as near as can be from Original in the Gentoo Language by Sodaragoh Sworn Court Interpreter

John Sykes's
Atty for Deft

(788)

Filed 30 June 1779

The Replication of James Stuart
of Fort Saint George Merchant to the Amended
Answer of Patrah Gruah & Thereunto Certified
of Madras Dubash

The said Replicant now and at all times hereafter saving
and Reserving unto himself all and all Manner of Benefit and Advantage of
Exception to the Many untrue Insufficiencies Errors Incertainties & Insufficiencies in the Said Answer Contained for Replication thereunto Saith that
his Bill of Complaint and all and Singular the Matters and things
therein Contained are good true certain and Sufficient in the Law to be
Answered unto by Him Made and form as the Same are therein
thereby Set forth and Alledged and that the Said Answer of the Said
Defendant is very untrue Evasive and Insufficient in the Law
And for further Replication the Said Replicant Says that the Said
does Stand justly and truely indebted unto him the Said Replicant
in the Sum of Three Thousand Three Hundred and Seventy three Pagodas
Twelve fanams as Set forth and Expressedly by the Replicant in his
Complaint Against the Said Defendant Notwithstanding Any thing
Alledged by the Defendant in his Amended Answer to the Contrary
the Said Replicant further Says that he Admits that by his own
Shewing in his Bill of Complaint that the Present Action Accrued
And is Commenced for and on Account of a Debt which the Repli-
Alledged that the Defendant Further by the Means of the
Defendant

Defendant sound him and Which promise And undertaking the Defendant
undertook And promised to pay Which promise and undertaking the
Defendant in his Amended Answer Absolutely denies the Said Replicant
further Says that to Somuch of the Answer of the Defendant wherein
he denies to have come to Any Resolution with or Made Any promise
to the Complainant of Paying his Brothers Debts Nor did he think it just
or Reasonable he Should do So except out of the Estate of his Brother as for
as Such Estate will go in Reply thereto the Said Replicant Says that
the Defendant was the person who prevailed on the Replicant to
Advance the Principal of the Bond in question and the Defendant
had the Sole Management of the Concern and that the Concern originated
from a Quantity of Salt Purchased at the Cowdon in which the Repltt
the Defendant and his Brother were to be Concerned but by the Magiment
of the Defendant this Replicant was left out and Prevailed upon by
the Artfull behaviour of the Defendant to Advance the Principal
Sum of five thousand Star Pagodas and take the Bond in Question
as for the Arbd and Deed of Covenant Condales his the Said Defts
Brother although the Said Principal Sum was Advanced
to the Said Defendant the Said Replicant further Says that
it was just and Reasonable that the Said Defendant should
Pay his Brothers Debts to the Said Replicant because of the
Said Promise and undertaking of the Defendant so to
do and more particularly as the Defendant enjoyed the
Benefits and Advantages Arising from the Said Money

it being suspended in a joint Concern or Father in the Separate Concern of the Defendant who in Many of his Transactions Made Use of his Brothers Name and gave an Obligation as if it was the Act and Deed of his said Brothers and at other times entered into Obligation in the Name of some Black person as Security for the said Brothers the Said Castle Condatoe an in their like Name the Defendant has for many Years carryd on his Business as if them was Not Concerned in the Land and thereby making every Responsable to Many Instances can be produced by Referring to the Records of this Honble Court in which there Appears in Numerable Suits prosecuted Agt them the Defendant the Bond ingrossed before this Honble as an Instance of the Artfull Conduct of the Deft who the Respdant Says was interested by them the Respdant in the Transaction of Several of his Concerns and in the Management of which the Defendant generally involved them the Respdant in Some Trouble and loss which he proved in every proved every Advantage gave to the Deft who got the Respdants Cash in to his Hand by the Means of his Pretending to Bail and the Respdants Cash in Several Instances of Suits depending before this Honble Court a Sum for the Principal Sum of One Thousand and four Hundred Pagodas besides Interest by the said Respdants Agt the Defendant the said Respdant further Says to the Defendant Asserting that he is Not good for them Debts the Respdant Compld and of the said Brothers that they Assets

is Actfull Read Cunning accumulating that the Respondent had
Lost his Remedy Agt the Defendant as Administrator to his
Brothers Effects According to the Bodish Laws Constituting & Effects
that According to the Established Customs Among the Natives
Malabars and Gentoos he the Defendant is Responsable for not
Only his Brothers Debts but the Debts of the whole family
and this Custom is an Antient Usage And been Used time immorial so
that it is impossible for the Defendant to defeat the Respondent in his
Demand let the Defendant deliver in what Account he pleases
whether the Estate falls Short or not pay the Sewarat Demands
that are or may be Made upon him the Said Respondent further
Says to the Defendants denying that he promised to Mortgage
his the Defendant And his Brothers House that he the Defts
will prove by Clear and indisputable Evidence that Such
Promise to Mortgage And Assurance given by the Defendant
of his the Defendant Securing And paying unto the Respondent
the Principal and Interest of the Said Carratte Condaloo Bond
And the Said Respondent likewise will prove that Much time
was Allowed the Defendant the Defendant at his own Request
respecting the Payment of the Said Bond or Obligation of the
Said Carratte Condaloo without Any Regard had to the Affairs
of the Said Carratte Condaloo which induced the Respondent to

wait

said so long time before his preferring his present Suit in this Honble
Court Agt the Said Defendant the Said Respdt further Says that
he did Apply to the Said Defendant At the Expiration of the time
Limitted in the Obligation of the Said Carratha Condaloo and was
put off from the Assurance of payment and addition of them for Such
Assurance the Said Respdt would Most undoubtedly have Rec'd
the Person of the Said Carratty Condaloo even at Madras but think
from the Bad Bond Cunning of the Defendant who being at the time
high in the Confidance of the Respdt he the Said Respdt Was
prevented by the Respdt Not doubting in the least but he was
Secured in the promises And Assurances of the Defendant the
said Respdt further Says that the Defendant in his Answer
that he is Amazed And Surprized at many Matters Set forth by
the Respdt in his Bill of Complaint Respecting his the Defendt
Promises and Assurance to pay and Secure the Payment &c
that he the Said Defendant is a Stranger to the Whole he Not
having Received the least Value And Consideration for and
of the Said Obligation in Reply thereto the Said Respdt Says
that he is Much Amazed at this Assertion when the Defendt
was the Sole Contriver in procuring this Money from the Respdt
under the Pretences of lending it to the Said Defendant to Buy
the Defendant having recommended every Body to get all the
Cash

Cost then in the Hands of the Said Repliant and Supposed Mayor happen that
Question will be how the Repliant became Acquainted with the Brother
of the Said Defendant the Answer Must be as it Really was that the Repliant
Recommended his Brother that the first Steps taken by the Repliant
to Sarten to his Money was to engage in Contract of Salt to be purchased
of the Condong Renter to be Delivered to Mr. Tassel Bond Some of the
Persons with such Contract Could Not be given without Money first Advanced
to Complete the Intended Project the Money was in the Hands of the
Defendant who after he Came into Possession thereof under Some
frivolous pritext found Means to disengage the Repliant from his
Share in the Contract and gave the Repliant a Bond in the Name
of the Above Named Curate Condalee the whole of this Concern was the
entire Management of the Defendant so that the Answer of the
Defendant is Nothing More but to procrastinate the Payment
And this is Evident from the following Observation the Said Curate
Condalee is dead and has been for Some Considerable time so and
therefore Effects the Defendant has Administered by Obtaining
Letters of Administration from out of the Honble Court and thus has
been done Some Considerable time No Inventory of the Deceased
Effects has been delivered No part of the Brother Debts have been
performed notwithstanding there are Special Upon which Most of
Bills have been paid both to Save the Penalty and Interest and
where would have been the Great Deforance in the Defendt
Part of the Bond in Question either as Administrators to the
Estate

Estate and Effects of the Said Cornatty Condaloo or According to her the Said Dft

Promise and undertaking the Eplt and certainly acc'd Right to recover on Payment

of there are Effects Sufficient on hand that Any Exception or Regard be

to Debts of an Equal Nature the Said Eplt and further says that

Procrastination Carries in with it an Idea that the Money on the Hands

of the Defendant is for More Service to him Whereby parting with

the Said Eplt further says that the Defendant did promise and

Undertake to Secure and pay unto the Said Eplt and the Annuity

the Said Cornatty Condaloo Bond and Durbick the Eplt and well

Prove by Many Laudamer and at the the Defendant had hath

introduced the Pretended Adoption of her Said Brother Cornatty

Condaloo yet Durbick for the Defendant he has forgot that by

Such Adoption the Said Cornatty Condaloo does Not now

Inherit his family from partaking of Hugood Resulting from

Adoption that Adoption Making No Seperation in the family

the said Cornatty Condaloo had the Said Cornatty Condaloo Settled

from by and had portion out the Estate and Effects of the

and there in a public Manner According to the Custom of the

or Said he belongs there in that Country had he had Attained

had due Course of Nature he would at the Decease have Succeeded to

His Sons and Children of Family Living at the time of Such a Decease

Such in Case of no public Seperation Such Estate and Effects

might die possessed of Effects to Note how the Effects of

family

Family he belonged to whether they be Sons and Daughters Brothers
and Sisters Father and Mother Uncles and unto you are by their
Custom under the Respective of Shareing of the Deceased Debts
if any were thout Any Regard had to his or their Seniority which is Respec
Among the Cast Countrie the Defendant belongs for by the Custom
of the Defendants Cast he or she dieing Intestate his Estate falls into
the family as all the family Make to the good fortune of the
Person the said Replicant further Says that by the Deed of
Adoption pleaded by the Defendant in his Answer how far it
may be Considered that the said Caratte Condalee Might be
Considered out of the Family and that he had no Claim or what
ever on or any Right to any part of the Defendant or his other
Brothers Estate for the Repl. Says that there is Admitted to be the
Cast. by did the Defendant Adoption to the said Caratte Condale
Effects as his Brother and Next of Kin in preference to any
other Person the Replicant Says that it never was understood
by the Publick or by those of the Defendants Cast that the Brother
was Considered as Separation their families and Estate indeed
the Defendant confesses in his Answer that the said Caratte
Condalee Lived in the Defendants House and his was
Considered that the Defendant and his said Brother

With

With these family were living According to the Custom of their Cast but
what the Deed of Adoption which has been Made these Twenty years
Past has to do with the Antient Customs of these Cast the Respondent
Cannot say other than the Defendant Means to Setup and
establish a Title in order of Possible to defeat the Said Claim
of the Said Respondent which if Admitted would prove of
the greatest injury to the Said Respondent as also to Several other
Claiming under the Said Estate the Said Respondent further Says
that this pretended Deed of Adoption is a mere invention of the
Defendant and Never before transpired but hopefully for the Resp
does Not take that Effect as intended by the Defendant for
there had been Joyfully Deeds of Adoption from as many yea
yet that does Not in the least injure the family but on the
Contrary is of a great Benefit if any thing comes by that
Adoption it being no Matter how the honest Drives out the
the labour of the Party Affinity or Donation Still the Party has
takes the Effects of the Deceased in Common with the rest of
formely the Said Respondent further Says that the Respondent
that by the Deed of Adoption all parts and the Persons
to whom the Effects are to go and the Adopted Dies soon a
has he came to possession of the Donation the fam

of

of the Aforsaid Act expressly Provided that this Argument of the Defts
will Not hold good Neither is he Barred thereby from praying off the
Inrol Demands that there May be on the said Connatty Condaloo
the said Respondt further Says that Pursuant to the Custom of
of the Caste to which the Defendants belongs the Defendant
is bound to pay the Debts of his Brother the said Canatty Condaloo
which the Defendant was well knows and did know at the
time of his promise and undertaking to secure and pay the
said Respondt the Principal and Interest of the Pretended Bond
of the said Canatty Condaloo the said Respondt further Says
that he will by good and sufficient Evidence Make Appear
that the Defendant was Concerned with his said Brothers
in his lifetime of the the Defendant was not the Principal and
the said Canatty Condaloo Concerned under him in all Handicary
Transaction Relative to Trade and Dealing particularly in that of
the Salt Business wherein the Defendant was always employed
as the Principal that Business was then standing in his
Appear that the said Canatty Condaloo Name Appears in
Most Contracts which Arose from the following Circumstance
that the Defendant can Neither Read Nor Write and
being always at Madras he used to make Contracts in
his Own Name particularly for Salt Peter the Money
and

And did give an Engagement in Writing as aforesaid Not And Deed to pay
the Contract Money and in Case of Dispute And a Reference had to the
Said Written Contract it Appeared that the Said Brothers Name was
Written in Letters And Some times it Appeare to have been Written
by Some of the Defendants Servants in the Name and for the use
of the Said Carnatic Condaloe of Which Money in Sums Are before the
Honble Court and Journal Made Reference to the Publick and
has been the Constant Practice of the Defendant for Several Yrs
The Said Defendant further Says that Many Lining Condemned
be produced in Support of the Aforegoing Assertion the Said D.
further Says that in the Year the Defendant will Not Admit to
his Seperate or the Estate he have now in Possession Should he Re-
vake for the Debts of the Said Carnatic Condaloe the Customs
Cast to which the Defendant belongs Obliges him to pay the
of the Brothers as well as those of Head of the family and
vice versa the Said Defendant further Says that the Defendant has no
Shewen Any Act or Act of Seperation between him And the said
Brother or between him any of the family the Defendants Admits to
Among them Caste both of the Malabars and Gentoos as Due
Seperation and Division of the Effects as and Act and Deed that
Requires great Address and is to be done in the Most public
manner

Manner to Which All Wards are to Set their Hands and Signatures and
Done Publickly before their Pagoda And this has been the Antient Usage of the
East Indies in matters of Equity justice Might Not be discarded in their
Transactions With One Another the Said Repltt. further Says that the Dept
Cannot Produce Such a deed of Seperation and Division nor Shew or
Cannot Produce Any One Acted and Dond between the Parties that Can in the least
Vest the Defendant in his intended Scheme to defeat the Repliants
just Demand the Said Repliant further Says that of the Defendant
means by the pretended Deed of Adoption to defeat the Repliants demand
that Such an Attempt will not Screen him Thereon that deed of adoption
tends to no Act of Seperation but of Real Benefit to the Said Dept
family and Estate the Said Repliant further Says that the Dept
as another plea in bar Not to pay the Said Curattie Condaloo
Pretended Says that the Said Curattie Condaloo is indebted to him
to many considerable Amounts how does this Appear the Repliant
Says for as the Matter Stands they Are Only words the Accounts
Should have been produced and Annexed to the Answer and how
is this Honble Court for the Creditors to know whether there are
Assets sufficient to pay the bare words of the Defendant are nothing.
he Can and ought to give an Account as far as comes to his knowledge
Sed whether he does or not the Court is whether there is Sufficient
to pay off this Specialty there Certainly is because there is nothing

Said

said to the Contrary in the Answer of the Defendant is that it is Unnecessary
A Just sufficient to pay off this Expt demand According to the Common
Law of England but According to the Custom of the Defendant
he is Always Responsable for the Debts of the family under
Custom the Expliant Demands payment of this Bond from the
Notwithstanding the Attempt to defeat that End by taking out
of Administration to his Brother pretended Effects the said Dft
further Says that the Defendant does Admit by his Answer that
Custom of the Cast to be as Set forth by the Expliant in his Bill of
Complaint but does Deny that there is any Adoption or Donations of the family
Estate but Says that Such Rules and Customs cannot take place
or have any Effects in the Case in point by Reason of the before men
Adoption which Superseedes all Rules and Custom of that Kind
Therefore Neither the Defendant nor his Estate Answerable for
any of the Debts of the said Cavalier Condales or Effects thereof
The said Expliant Says that there is Double Deference between a Deed
of Adoption and a Deed of Separation they operate in a different
the Deed of Adoption being a Donation and the Deed of Sepa
a Donation of Interest and Power over those the Greatest Part
Children without the Sanction of the Elders of the Cast by Adoption
the Expliant Says the part Reaping and Advantage therefrom
not deprived of the Rights of Consanguinity by by debarring them from

enjoying

injuring the Benefits Resulting from her family but on the Contrary by the
Adoption Rather a benefit is accumulated thereby of Which the family
Partakes as any Person Suffers it is the family of the Donor but the Deed
of Adoption does Not Seperate the Donee from his family or makes
Any Division in their Interest and Deed of Seperation and Division
is publick Act and not Recorded with the Clerk Hereby in order to
Prevent frauds and Deceits in the Precedent Instance before this
Honble Court there Appears to be no Deed of Seperation or Division
all that is pleaded is a verbal Deed of Adoption made in the year
1758 by the father of the Son to Some indifferent Person ever
Since Which the Said Caratee Cundalee has lived with the Defendant
in his House as the Defendant Acknowledges and Carried on and
Conducted his Business the Said Replicant further Says that the
Pretended Deed of such kind a Transitory is Annexed to the Answer
of the Defendant Carries with it Such Insinuations and Markes of Fraud
Lastly is to Make void of Itself or any Effects or Validity to be Made to
Suit the Present purpose the Replicant does Say so much that the
Pretended Deed of Adoption in the first instance of the kind that
Ever was Executed among the Defendants Castom the first place
there Appears to be a Shifting from the father of his Son to an
Indifferent person dated Twenty years back and Marks of the
Father and Marks of the Witness of such with No Witness Seen

Possibly

Respectfully begeaun According to the Law of Candance Twenty Years
having Elapsed it being Almost Next to an impossibility for any
Person to Swear to the Mark of another Person in the Next place
where his the Real Deed of Adoption or Consent of the Person
Cassius County Condalee the Adopted Son of Barnah Norkard
a Deed of Adoption Must Come from the Person who entered
doing a Benefit to the Adopted so that this Continuance of the Ex
will Never Serve his turn indeed the Deed the Defendant ha
not Somuch as Say that the Said Cassius Condalee Expec
Any Benefit by this Pretended Adoption and Supposing he
to have been so Adopted as the Defendant pretends how long
was it to Last: did he deprive himself of the Right has the Ex
lost sight of him dare he Call him Brother Surely then
he alone had Action in the Apention of the Defendant the Say Expla
Lastly Says that he is humbly of opinion that the engage
made of the Defendant in Setting up a Title for his Said Bro
will by no Means deprive the Said Explant of his Just
Demand the Said Explant has on the Defendant bo
on Account of the Custom of the Land and Pursuant to
Said Defendants former new and undertaking and pro
Specially when it is known that the Defendant was the
Sole Manager in procuring the Money from the Exp
under

12

(803)

Hunter Spriggs protestate and was Also the Person who Caused the Bond to
be Made out and Signed And given to the Replicant the said Replicant
further Says that he has Another Suit depending in this Honble
Court agt the said Defendant who has by his Bad faith & unreasonable
involved him in a Trouble that was the Act And Deed of the Defft
whereby the Sum of One thousand and five hundred Pagodas besides
Interest is at Stake Notwithstanding the Act and Deed of the
Defendant whereby he promised and undertook to pay unto
the said Replicant the said Sum With Interest

All Which Matters and things this Replicant
is Ready and willing to Aver Maintain and prove as this Honble
Court Shall Direct and Most Humbly prays as in and by his
said Bill of Complaint he hath Already prayed

Chas. Bromley
Atty for Plt

Filed 19 July 1779

The Rejoinder of Patrick Grant
Thomas Lowe the Gruard to the Replicants
of James Strange

This Defendant now and at all times hereafter
saving and reserving unto himself all and all Manner of Benefit
and Advantage of Exception to the Many Errors Uncertainties
Insufficiencies

Insufficiencies And Imperfections in the said Replication Contained
the Thirteenth Sixth And Twelfth Above Last of Mountain and from
Singularities Matters And things Contained in the Defendants
to be good Certain true and Sufficient in the Law to be Replied
Such Manner And form As the Same thereto and thereby
Alledged And that the said Replication is insufficient
And Insufficient for the Defendant to Make any further
other Rejoinder thereunto And the Defendant further says
and by the said Answer he hath Already said and doth
well Aver and Mountain All and every thing and things
Alledged and Set forth

All Such Matters And things the Defendant
is Ready and Willing to Aver as Certain and Prove as the
Court Shall direct and Most Humbly Prays as in and by
Answer he hath Already Prayed

John Sykes

Wilson

Simpson

Interrogatories to be Administered to
Witnesses to be produced Sworn & Examined
& Certain Cause depending and at Issue in the
Mayors Court at Madraspatnam Between
John

13

(805)

James Stanger of Port Saint George Merchant
is Complainant And Patrick Greenbottom
Carr the Younger of the same place Merchant
is Defendant

On the Part and behalf of the Complainant

1st Do you know or do you not know the Parties Complainant and
Defendant in this Suit to Interrogatories Named do you know
how long have you so known them or either and which of them Declare
2. Did you know or did you not know one Carr the Defendant in his
life time and late the Brother of the Above Said Defendant if you
how long did you so know him before his Decease and whether and
about what time and where did he dye Declare
3 Are you or are you not the Husband or Servant of Mr John Sykes
the Attorney for the Defendant in the Above Cause if you are you or any
you Returned and Delivered Copy by the Said John Sykes to the Said
Defendant with the Letters Message Relative to a Demand that the
Said Complainant had on the Defendant if you what was the purport
of Such Message and was the Answer the Said Defendant Returned
by you to the Said Mr John Sykes and what and how often and
when was this Same Before you Transacted do you know or do you
not know whether the Said Defendant did or did not make Any
and what Promise of Payment to the Said Complainant upon Letters
Term and Conditions if you was Such Promise of Payment as Likewise
the

the Terms and Conditions so by the said Defendant made through
your Means and how and when you received you or by the Defendant
to Carry the so premises and undertakings to the said Mr. Johnston
If you Declare the Same and the Time when and Place where
whose Procurement such Promises and undertakings were made
said Defendant and Particularly Set forth to the best of your
Remembrance and belief

4th Do you know or do you not know whether the Promise of Payment
Bond or Obligation given by Corvalio Condalco the Brother of the
if you Do you know or do you not know whether the said Defendant
or did not promise to Secure and pay the Same or the Debt of the
said Defendant and whether the Same was ever Not by
after the Decease of the said Corvalio Condalco and how you
Requested thereunto particularly Declare

5th Do you know or do you Not know or have you ever heard
that the said Defendant did or did Not Transact And Manage
the Affairs and Concerns of his said Brother Corvalio Condalco
Madras and if you have not heard and do know that the said
has been Employed by many persons as principal in Managing
Business transacted Affairs or Remembrance Declare

Last 6th Do you know of any other Matter or thing or have you
or can you Say for the Benefit touching the Matters in Question

in this Cause that May tend to the Benefit or Advantage of the Compt.ts
of the Defend.t And set forth the same and each and every particular
Relation thereto as you know have been Informed or do believe with
the Reasons of Such your said knowledge Information belief fully
as if you had been thereunto particularly Interrogated

Wm. P. Bromley
Att.y Compt.ts

Mayors Court at
Madraspatnam

Between Isaac Mauge of Fort
St George Merchant Complainant And
Patnah Yenah a Heathen Caratte Gruar
of the same place Merchant Defendant
On the Part of the Compt.t

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

Q Nanapah of Madras Dubash Aged 40 Years or thereabouts being
Produced as a Witness in the Cause on the Part of the Complainant was on the 1st
Day of Sept.r 1779 Sworn in Person at the Office of Mr John Sykes and
Mr Bly for the Defendant by Candapah. My Servant who also first Interprete
of the Name Title and Place of the Above of the said Deponent and afterwards
on the 29th Day of the Month the following Interrogatory was put and Answered
Deposeth as follows viz.

A.

(808)

1st ..... To the first Interrogatory this Deponent saith that he doth know the Co
in this Cause and that he hath so known him these Years or thereabouts
he doth also know the Defendant Patrick Lyon in this Cause and h
hath so known him 2 Years and more Save the Not to this Interro

2. ..... To the Second Interrogatory this Deponent saith that he did on Lon
in his life time and late the Brother of the above said Defendant an
he so known him twenty Years before his Decease and that he
Madras about one year ago to the best of this Deponents Remem
and More Save the Not to this Interro

3. ..... To the Third Interrogatory this Deponent saith that this the Defendt
of Mr Sykes the Bill for the Defendant in this Above Cause the
said Defendant sent for this Deponent a few days after the D
of his said Brothers Funerals Condoles and told him that he
had been pressing him very much for Payment of the Sum
Bond he had given as also the Demand he the said Complainant had
his late Deceased Brother and Desired this Deponent to go and
to the said Complainant and tell him that he had Applied for
of Administration to this Honble Court and that as soon as
him and his Brothers funeral Ceremony was over he would
his Brothers Effects which was then Mortgaged and Morty
it to pay him the said Complainant as Securely but D
Particularly Speedily as he then Lived on account of the above

Pau

Bond he the said Defendant hath given on Account of his said Brothers debts
or to the Demands the said Complainant Answered that he would Consent
to the said Proposal if the said Defendant would then pay him five
Hundred Pagodas on part of his due Mushirumul of Money and
that the Deponent was about two Months ago Sent and delivered
to the said John Sykes by Desire of the Complainant and
also Mr Roebuck in whose Presence to the said Defendant in the
aforesaid Message relative to a Demand that the said Compl.t
had on the Defendant and that he prior of such Message was
that of the said Defendant would give a Bond for a part of the
hundred Pagodas which he owed himself to the Complainant
and include the said Canaty Condalore Debt to the Complainant
and also give him Security for the Payment thereof the said
Complainants Demands the Defendant Replied thereto that he
would not Consent to give any Security nor did he admit of any
Demand the said Complainant had on him the Defendant on
his own Account and More saith Not to the Interrogatory
to the fourth Interrogatory this Deponent saith that he was in
the Pondenge Interrogatory fully and particularly set forth to every
thing he knows Regarding the Promises made by the said Defts
to the Complainant and that the same were after the Decease of
the said Canatty Condalore - and more saith Not to the Interrogatory
to the fifth Interrogatory this Deponent saith that he doth
know

(818.

know that the said Defendant did Transact and Manage all the
Carnatic Condatoo Concerns fairly and honestly to the Affairs and Concerns of
said Brother Carnatic Condatoo at Madras but the Deponent
know not has not heard that the said Defendant has been
by many Persons or Principal in many of the said Brothers
Affairs and more doth not to this or the last Interrogatory

Welch
Examined

To
Venkatachellum

Interrogatories to be Administered
Witnesses shall be produced Amongst Others
in Certain Cause depending at Fort in the
Mayors Court at Madraspatnam
James Strange of Fort Saint George Mer
Complainant and Pakanati Jenakathan
Carnatic Gomastah of the same Place
in Defendant
On the Part and behalf of the Comp

Interrog. 1st Do you know or do you Not know the Parties Complainant and
in the Title of this Interrogatories Named if so how long have you
known them or either and which of them Declare
2d Do you know or do you Not know one Carnatty Condatoo in the
Pleadings Called the Brother of the Above said Defendant if you do
long did you so know him before his Decease and when and Date

What

Bond be the Said Defendant hath given on Account of the Said Brotherdale
or be the Demande the Said Complainant Answered that he would Consent
to the Said Proposal of the Said Defendant would then pay him five
Hundred Pagodas in part as him in Mention and of Money and
that the Deponent was about two Months ago Sent and directed
to go by the Said John Sykes by desire of the Complainant and
also Mr Roebuck on the same Present to the Said Defendant on the
aforesaid Message Relative to a Demand that the Said Compt.
had on the Defendant and that he prior of such Message was
that of the Said Defendant would give a Bond for a Lack of fifteen
hundred Pagodas which he owed himself to the Complainant
and include the Said Carate Condolee Debt to the Complainant
and also give him Security for the Payment thereof the Said
Complainants Demande the Defendant Replied thereto that he
would not Consent to give any Security never did he admit of any
Demand the Said Complainant had on him the Defendant on
his own Account and More Saith Not to the Interrogatory
To the fourth Interrogatory this Deponent Saith that he was in
the Preceding Interrogatory fully and particularly Set forth every
thing he knows Regarding the Promise made by the Said Defts
to the Complainant and that the same were after the Decease of
the Said Carattly Condolee - and more Saith Not to the Interrogatory
To the fifth Interrogatory this Deponent Saith that he doth
know

(210.

know that the said Defendant did Transact and Manage with the
Cavalier Condatoe Comichety and Servants the Affairs and Concerns of
said Brother Cavalier Condatoe at Madras but the Deponent doth
know nor has not heard that the said Defendant has been
by many Persons or Principal in many of the said Brothers
Affairs and more doth Not to this or the last Interrogatory

Welch
Examined

To
Vencadachellum

Interrogatories to be Administered
Witnesses as shall be produced Sworn And Ex
in certain Cause depending at Issue in
the Mayors Court at Madraspatnam
James Strange of Fort Saint George Mer
Complainant and Pabooly Jonah of the
Cavel the Governor of the Same Place M
is Defendant

On the Part and behalf of the Compla

Interrog. 1st Do you know or do you Not know the Parties Complainant and
in the Title of this Interrogatories Named if so how long have you
known them or either and which of them Declare

2d Do you know or did you Not know one Cavelly Condatoe or Ba
Commonly Call'd the Brother of the Above Said Defendant if you k
long did you or do you know him before his Decease and in what

What

76

811

What time and where did he doge Declare

3d Doge know or Doge not know of any Bond or Obligation entred into by the said Corratte Condalos in his Life time and given by him to the said Jones Strange the Above Said Complainant if soe where was Such bond or Obligation given and for what Amount and where to be paid

Particularly Declare

4 Doge know or doge not know of any Demands by the Said Complainant on the Said Corratte Condalos for Payments soe as when and how often was and where Such Applications made for Payment to the Said Corratte Condalos, and by whom made and by whose Order And the Answer and Answers Returned and given by the Said Corratte Condalos to Such Applications Declare and Sett forth to the best of your knowledge Remembrance and belief as fully and where as Requested therein by the Doge you know or doge you not Know of any Application Made to the Said Defendant by the Said Complainant and his Servants Concerning the Absence of the Said Corratte Condalos if soe when and at what time and how often was Such Application so made by the Complainant or by some of his Servants and where for him & the Defendant and what Cause of Absence was Assigned by the Said Defendant and what promises and Assurances and where Said Defendant and what promises and Assurances and where if Any was or was Made and given by the Defendant Concerning the Securing and payment of the Said Corraty Condalos and

If

of such Bonnas and Assurances of the said Defendant as aforesaid and
before the Purchase of the said Carrathe Condalee and how long before
Lastly Set forth and declare and how you became Acquainted therewith
5th Do you know or do you not know of any Application made by
the said Complainant and his Servants and Partners to the said
said Defendant After the Purchase of the said Carrathe Co-adu-
Brother for the Payment of the Principal and Interest due on the
Carrathe Condalee Bond if you know and if you what Time and where and how
soon after the Purchase of the said Carrathe Condalee were such Application
And how often Made to the said Defendant Set forth do you know
you not know of any Assurance and promise of the Payment mad
to the said Complainant by the Defendant upon the Aforesaid
Application for Payment if you what were such Promises and
And how and when they Complied with Set forth do you know or do you
know whether the said Complainant Did or did not After such
and Assurances sent to and for and by whom the said Defend
to Come to him the Complainant if you Did he so come or Send
whether the said Defendant made a Promise of Payment and under
and upon what Terms and Conditions did the said Defendant
to be Answerable for and pay the said Debt unto the said Compla
you know or do you not know of the said Complainant and Defendant
Agree to the Terms and Conditions proposed by the said Defend

of

of Ufes Sett forth the Same Doyou know or doyou Not know of the said Defts
of Ufes Sett forth the Same doyou kno or doyou not know of the said Defendant
dador did Not fast on the payment at the Expiration of the time allowed
him by the Complainant and duthether Any and what further Applications
and when Made by the Complainant or his Servants and Servants by his
Order by the said Defendants for Payment and duthether the said Compts dador
did Not propose Some good and Sufficient Surety Should by the said Defendant
be given to the said Complainant for his Demand on the said Defendant
and whether Any and what time was proposed by the Complainant to the
Defendant for Payment of your Dador did Not the said Defendant promise
And undertake to pay the Principal and Interest of the said Cavalty Condalos
in Certain time and how long time that was and in whose Presence was
Such promise and undertaking of the said Defendant made and whom
by Name and when and where particularly Sett forth and Declare and
how you came Acquainted therewith Do you know or doyou not know
whether the said Defendant did or did Not Make good his Promise and
undertaking at the Expiration of the said time Limitted time and whether any
and what further time was given by the said Complainant to the Defts
for payment and whether any and what Assurances was and were given
by the said Defendant and whether any and what Mortgages were promised
by the said Defendant and whether any and what Mortgages were given
by the said Defendant and Security to the said Complainant and if
Such Proposals was or were Not Accepted of and whether the said Compts
Security Rested Satisfyed therewith Particularly Sett forth and Declare

the

6th Who else you know touching or concerning this Defendant to the best of your knowledge remembrance and belief and how you became Acquainted

6th Do you know or do you Not know or do you Not Know whether the Said has or has not Administered to his late Brother the Said Cornelius Condalee Esq by Applying and Obtaining of Letters of Administration out of this Honble Ordinary or this Honble Court if yea do you know of any Demand Complainant made On the Defendant for Payment of the Said Cornelius Bond pursuant to his the Defendants promise Set forth Or undertaking the Said Defendant did or did Not Make Any and what promise Payment upon Certain Condition of Survey and whether the Said Defendant did or did Not Promise to pay the Complainant the Principal and Interest of the Said Cornelius Condalee Esq Bond Was the Debt of him the Said Defendant and what his Promise and undertaking out of the Letters of Administration Particularly Declare to the best of your Knowledge Remembrance and Belief

Last 7th Do you know of any other Matters or things or have you further or can you Set forth any things touching the Matters in Question in this Cause that May tend to the Benefit or Advantage of the Complt if you Declare and Set forth the Same and Each and every Part Relation thereto as you know have been informed and do believe the Reasons of Such your Said Knowledge Information and Belief

as fully as if you had been thereunto particularly Interrogated

Chz. Bromley
Atty. Compt.

Mayors Court at Madraspatnam

Between James Strange of Fort Saint George Merchant Complainant And Patnah Lyauh otherwise Carvatta Lyauh of the Same Place Merchant Defendant

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

Venkatachellum of Madras Dubash Aged 27th Years or thereabouts being produced as a Witness on this Cause on the Part of the Complainant was on the 1st Day of Sept. 1779 Sworn in Person at the Office of Mr. John Sykes who is Atty for the Defendant 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 James Strange in this Cause and that he doth so known him Two years or thereabouts and that he doth also know the Defendant Patnah Lyauh in this Cause and that he hath so known him Six years and more Saith Next to the Interrogatories

To the Second Interrogatory this Deponent Saith that he doth know one Carvatta Condaloo in his Life time and late the Brother of the Above

Above said Defendant and that he did so knowen him four years or thereabouts by
his Diuise and that he died in Madras about fourteen Months ago and
saith Not to the Interrogatory

3 ..... To the third Interrogatory this Deponent Saith that he doth know of no
or Obligation entred into by the said Caratte Condalos on his Life time or
given by him unto the said James Stronge the Above said Complainant
this Deponent thinks that such Bond or Obligation was given in
1777 and the Amount was Two and Pagodas and to the best of this
Deponents Knolledge it was made payable in Six Months
this Deponent does Not Remember the Date of the said Bond nor
more can he Not to the Interrogatory

4th ..... To the fourth Interrogatory this Deponent Saith that he does not
of any Demand Made by the said Complt on the said Caratte
for Payment and Make any Objection to the said Defendant
or Account of the said Complainant concerning the Above
the said Caratte Condalos and the Cause of Absence Against
by the said Defendant was the said Caratte Condalos was gone
the Country on Account of the Indisposition of his father and the
said Defendant did promise and Assure the Summons of
the said Complainant of their Money due on the Bond Obl
of the said Caratte Condalos and that such promise and Assu
of the said Defendant was before the Decease of the said C
Condalos Seven or Eight Months and more can he not to the

817

A ... To the fifth Interry this Deponent Saith that he did several times on behalf of
the said Defendant After the Decease of the said Lorrate Condaloo Bond
and this Defendant made this Application at the House of the said Defs
and the first Application was the Second Day after the Decease of the
said Lorrate Condaloo and that the said Defendant did promise that the
said Complainant Should be paid and told this Deponent that he
intended Applying for Letters of Administration to Administer to the
Estate of this said Brother and was to be hoped for the said Complainants
favor he Proposed paying him the whole of his Demand Shortly
with the Rest of the Other Creditors being Augranted and that this
Promises and Assurances were made in the presence of one Magesty
who also told this Deponent that the Defendant intended praying the
said Complainant Demand soon after he had procured Letter of
Administration And that of the said Complainant was made very
he would Spoil the Business but these Promises have not been Complied With
and that the said Complainant did After such Promises and Assurances made
this Deponent for the said Defendant and told that he could not remember
after the Ceremony for his Deceased Brother was over but soon Remarked
Duduh to Mr John Sykes and Rudmah by reason of the said Remarks
told the Complainant that the Defendant said that his Deceased Brother
Lorrate Condaloo had Sealed an Instrument which he would Wrongly Mortgage
to any one and discharge the said Complainant Demand or he would be
if the said Complainant Should Mortgage the said House to him
or the said Defendant Received any money from any other Persons

he

he would pay off the said Complainants arrears & desired that Defendt
further saith that the said Defendant Eight or Nine Days after the
Decease of this Brother Cornatic Condatoo and Mangapatty went
to this Deponents house to speak to his Brother her About some
Business of this Deponents Brother in the Course of Conversation
asked the said Defendant what he had done Respecting the
Complainants Money the Defendant Replied that he was
not on Any Account discuss Mr Strange the said Complt
but that he would by some means or other discharge his
Demand or other the Matters or things herein Interrogated
and Moreover not this Interrogy

6th ..... To the Sixth Interrogy this Deponent saith that he doth know
that the said Defendant Administered to his late Brother
Cornatic Condatoo Effects by Applying and obtaining of
Letters of Administration about of the Kings Ordinary
this Honble Court and that this Deponent doth know
a Demand the said Complainant made on the Defendt
for the Payment of the said Cornatic Condatoo Bonds
Pursuant to this the said Defendant Promised and that
said Defendant did make Promise of Payment after
certain Condition of Survey and that the said Defendt

Rd

Det Promise to pay the Complainant the Amount Principal and interest of the
the Said Certain Condition Bond as aforesaid the Debt of the Said Defendant
and that the Promise and undertakings were both before and after
the taking Out of the Letters of Administration and More Saith not
to this Interrogatory
To the 3d. Interrogatory this Deponent Saith that he was ordered by the Compts
to go to the Defendant and ask Him as one acquaintance when he came back
for that he and his Brother were the same and what other of them would do
to Answer to the Complainant for the Said Money which Message this
Deponent delivered to the Complainant some time after this Complainant
having Return for a Thousand Pagodas told this Deponent to go and Demand
that Sum of the said Defendant which he Recording by did which this
Deponent that he had sold some goods to different Persons and that
this Money would be down about a Month when he would pay the
said Complainant the Sum he was then in want of at the time after
words this Deponent went to the House of the Said Defendant where
him was informed by the Said Defendant that he the Defendant
had asked the Complainant weather he would this Money and that
the Complainant Replied that he had no immediate occation
for it then that when he do demand it he would send for it then
Deponent went and Asked the Complainant whether what he
the Defendant had told him was true the Complainant
Answered

(820)

Answered Thatt it was the Defendt for the Lords Thatt after the Said Contract Was
Made unto the Contry the Said Defendant used to come to the Said Complt
and Sometime did Borrow of for him and Thatt the Said Coxall the Com
The said Complaimant went to the House of the Said Defendant to the
to pay the Complaimants Demand on his said Defendt and Brought
More Saith Not to this Interrogy

Witch
Coxall

Witnesses
Mangapatty
&
Candapah Chitty

Interrogatories to be Administered
Witnesses on the part and behalf of
on the Defendants Cause depending
Before the Mayor Cort of Madras
between James Stanyer of Fort Saint
Merchant Complainant and
Parish of the Same Place Merchant

On the Part and behalf of the Compt

1st Interrog. Doe know or do you or Either of you know the Parties Complainant
Defendant in the title of these Interrogs Named Or any of them how long have
or known them or either and Each of them Declare

2d Did you know or did you know or did you not know one Cornelius
in his life time and Late the Brother of the Above Said Defend
if you how long did you so know him before his Decease and
and Abode but Some where and where did he Liye Declare

3.

Q. 3... Was you or was you Not Employed both by the Defendant and Venetia Baldwin
by Direct of the Complainant to carry Messages Relative to the Securing
and payment of certain Bond or Obligation of Corrate to Condolee the
Brother of the Defendant to the Complainant if you understand the
Purport of the first Message from and to the said Defendant and the
said Venetia Baldwin and when and at what time and the Place where
and at whose House was the first Message and from And what Person
and Persons was or were present and whom by Name particularly
Relate Declare know or do you Not know of any Demand that the
said Complainant made for and on Account of the said Complainant
to the said Defendant of the Payment of the Principal and Interest
in the aforesaid Bond or Obligation of Corrate Condolee to the said
Complainant when and where was such Demand made and how
often Repeated and the Answer and Answers Returned by the said Defd
Together Declared and by whom Carried and the Purport of Such
Answer and Answers particularly Set forth do you know or do you
not know how of any application made by Venetia Baldwin aforesaid
to the said Defendant for Security on account of the said Bond
or Obligation of the said Corrate Condolee if you Did or did not
the Defendant promise to pay the Same or a certain and what
time and by whom was present the promise and when and where
was the Same made you know or do you not know of any and
what Particularly Show and Shows the said Defendant did
promise

Power to Mortgage the Said Complainant as a Security for the Re-
demption by the Said Coralie Condolea whereupon such pro-
ceedings were had ~~&~~ and Decree made whose Pleasure Made
known & Required With all the Circumstances pertinent
and Relative.

Last ... & Do you know of any other Matters or things or have
you any Set forth Any thing touching the Matters end-
Cause that may tend to the benefit or advantage of the Compl-
ts you Do and Set forth the Same and each and every
Circumstance thereto as you know have been informed or ob-
Reasons of Said your Said knowledge Information or
as fully as if you had been thereto particularly Interro-

Chas. F. Patton
Att'y Compl.

Mayor Court at Bitumen. Same Stamps &c
Madras patnam
George Monkhouse and Patrick Grant
Coralie Grant of the Same Place
Defendant

On the Part of the Complainant

Depositions & Witness taken on this Commission
before the Commissioners Court as follows &c

J. Monkhouse

Thomas Pettey of S.t Andrew Merchant Aged 36 Years or thereabouts being Produced as
Witness on the Part of the Complainant was on the 3 day of Sept.r 1779
Duly Sworn on the Holy Evangelists of Almighty God before the Honble
Thomas Person at the Office of Mr John Sykes in the City for the Defendant
who doth depose & say that he doth know the Parties to this Cause
and hath heard the Bill of Complaint read and is well acquainted with the
Lands & Tenements therein mentioned & Deposeth as follows

To the first Interrogatory this Deponent Saith that he doth know the
Complainant James Strange in this Cause and that he hath
Known him three years and that he doth also know the Defendant
in this Cause and that he hath so known him 18 years and
more Saith Not to this Interrogatory

To the Second Interrogatory this Deponent Saith that he did on or about the
Condolence in the Interrogatory mentioned Visit the Widow of the Late
Deft.d and that he did see & know Two years or thereabouts before
his Decease and that he did upwards of 4 years ago of Mrs
and More Saith Not to this Interrogatory

To the Third Interrogatory this Deponent Saith that he was employed
by the Defendant or Himself to take down the Debts of the Estate
to Case Certain Messages Relative to the Leases and Payment
of Certain Bonds or Obligations of Curator Condolor the Brother of
the Defendant to the Complainant but this Deponent doth
know of no Demand that the said Himself made for and
on Account of the said Complainant to the said Defendants
for the Payments of the Principal and Interest due on a
Certain

Certain Bond or Obligation of Covenant Condates to the Said Complaint
that before days after the Decease of the Said Covenant Condates this Depon
to Condates with his Brother that the Said Defendant in the Lan
Said Hannatachkeltown Also Came to the House and After he had
there a little time the Said Defendant told this Deponent th
Decease of Brothers with the Persons who had Recommended H
Hannatachkeltown to the Complainant and that he was com
this towne to demand the Money that was due from his Deceas
Brother to the Complainant this Deponent told the Said H
tachkeltown that he Should Not come at this unreasonable
whilst the said Defendant was ready & offered to do
the Ceremony for the Said Deceased was forced this
tachkeltown replied that he would Not help it that he was
there by the Orders of their Master the Said Complainant
Deponent then Said that he thought it Capt Lan this
to his Master and provide upon him to wait a few days this Depon
went away that this Deponent does not know of any application
by Hannatachkeltown aforementioned to the Said Defendant for
or account for the Said Bond or Obligation of the Said Cove
Condates or other than the Matter or thing herein Interrogated
more Saith Not to this or the Last Interrogatory

Sworn
Court

Cha Mar Dod

Mayors Court at Madraspatnam

Between James Strange of Fort Saint George Merchant Complainant and Yenah Thomas Sarah the Spouse of the 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

Condapah Chitty of Madras Merchant Aged 68 Years being Produced a Witness in this Cause on the Part of the Complainant was on the 6th Day of Sept. 1773 Sworn in Person at the Office of Mr John Sykes who is duly for the Defendant to be also Sworn and Examined of the Name Title and Place of Abode of the said Defendant and afterwards on the 27th Day of the same Month being Sworn and Examined Deposeth as followeth viz

To the first Interrogated this Deponent Saith that he knows the Complainant in this Cause and that he hath so known him Seven years and that he doth also know the Defendant in this Cause and that he hath so known him Twenty years and more Saith Not to this Interrogatory

To the second Interrogatory this Deponent Saith that he knows one Cristie Condabon in his Lifetime and late the Brother of the above Defendant and that he so known him about 20 years before his Decease and that he died at Madras about one year ago and more Saith Not to this Interrogatory

3 ..... To the Third Interrogatory this Deponent Saith that the Defendant never spoke to this Deponent Himself but by some Message sent by Some to this Deponent Since the Death of this Deponents Brother the Lord Cornelius Cornelsoe to tell this Deponent that he had Applied to this Honble Court for Letters of Administration in Order to Administer to his said Deceased Brother Effects and as Soon as he got them Should be Managed would Give this Deponent Discharges this said Complainants Demand upon his said Brother Cornelius Cornelsoe and Desired this Deponent to Speak to Thomas Hunt to Request that he Master the Complainants would Not Insist to Great a Hurry but have Patience and wait Little while which this Deponent did Accordingly this Deponent further Saith that the said Thomas Told him that he had applied to the Said Defendant for the Summ Certain Sum or obligation of Penalty Surrender to the Same and that the Said Defendt had Offered to Mortgage a House to the Complt as a Security for the Deponent Thomas or he was willing to Mortgage the Said House to any other Person and Give the said Complainant Demand and that the Said Thomas also informed this Deponent that Some Body had been Spoken to the Said Complt about the Said Mortgage more Saith not to this or the last Interrogatory

Sworn
Coram

84 (827)

Interrogatories to be Administered

To such Witnesses as Shall be Produced Sworn and Examined on the Part and behalf of the Defts in a certain Cause Now depending and at Issue in the Hon^ble the Mayors Court at Madras-patnam Wherein James Strange is Compt. and George Monckton & Compt. Executor Carattee Lawrence of Madras Deceased is Defendant

Witnesses } 1st ... Do you know the Parties Complainant and Defendant in this Cause or either of them? If you have long have you so known them or either and which of them Declare

Pompiah and Iyapoo Reddy } 2d Were you Not Carattee Condaloo Naick the Defendants Deceased Brother at any time on or about the year 1758 and in the life time the said Carattee Condaloo Addopted Irranah Annamah Sister to the said Condaloo and the and the Defendants father and her son and Heirs If you were there or were there not any Deed or Instrument Drawn up Signed and given on the said Creation If you know was the same given or Signed If you not the Said Instrument or Cadjan writing now produced and Shewn to you at this the time of your Examination

Marked

Mark A the Same that was done on the Said Bration Mar
or Was you Not present and did you or did you Not See Sarah Sm
had Her Mark to the Said Instrument or Writing by way of
the Same and are or are Not Her Marks Subscribed to the Said
as Witnesses of your putting Her pen to it and did you ordered
so put the Said Marks as Witnesses to the Execution of the
Instrument Serious and the Said Instrument a proper for
Bration and Such as of the Same Nature Was Such Was Accordi
Rules and Customs of the Last Sandwich the Said Person
the Same Concerns belonged was or was Not the Said Ma
Accepted of or Agreed to by Nova Andrianah when any Bo
is so Adopted as before Mentioned or Alluded to or was
by or Person Always Considered entirely and of the fami
her father and Brothers and has has or has you Not
Boy or Person Adopted Any Claim whatsoever on or
any part of the Father or Brothers Estate or are not the
or Brothers or their or any or either of their Estate Respo
for or liable to the Payment of any Debts or Debts of Such
Boy or Person or does or does Not Such Adopted Boy or
entirely belong or is or was he not Considered as entirely
to the Person or family to whom he is Adopted throughout
their Matters According to the best of your knowledge Perfect
Information

Information And belief fully and Particularly Declare

In Sangamayah Ramasayah Sivayah and Chellapon Naick

3. Whom Any Boy or Person is Addopted to and by any other Person is or is not such Boy or Person Always Considered as entirely out of the family of his father and Relations and has or has Not Such Boy or Person so Addopted Any Claim whatever on or Right to Any Part of his fathers or Brothers Estate Fortune or Property or are or are not the Father or Brothers or any or either of their Estates fortune or Property Answerable for or liable to the Payment of Any Debt or Debts of Such Addopted Boy or Person or does or does Not Such Addopted Boy or Person entirely belong or is he or is he Not Considered as entirely belonging to the Person or family to whom he is Addopted in case any Dispute Should happen to Arise between Such Addopted Person and his father or Brothers family is it or is not Customary in Such Cases to Complain or Apply to the Heads or Elders of the Cast to which Case for the Parties Obtain a Deed of Seperation done in a Publick Manner soon by the Elders of the Cast or directions in order to Settle And Avoid Disputes or otherwise and how in Case there Should Not be a Complaint or application made to the Heads or Elders of the Cast can or Cannot a Seperation of Estates or Interest be had And in such Case of no Compts

or

or Application being Made to the Elders of the Church and no Depos
of Estates or Interest Can or does Not an Adoption Operate
Thereafter or does Not such Adoption preclude the Sa
Adopted and his father Brothers and Relations from cl
any Claim on each other Estates or property or from ben
answerable for any Debts of each other or otherwise and how D
of these Matters According to the best of your knowledge
Know Information and belief fully and Particularly
To Ditto 4th Do you or does you Not Know or Have you ever Heard or not Kn
Cavratte Condatoo the Defendant Deceased Brother was
his Lefs Some Adopted he or by any such Ceremonies his Father
If Yea or Nay Not the said Cavratte Condatoo by
or in Consequence of such Adoption Ceased and
of the said family of his father and has having Rel
do with his father Brother or family Estate property
Affairs or not and in what or what Action not Ceased that
Condatoo or his father Brothers or their Estate or
Answerable for the Debts of each other or otherwise
how Do you or does you not know whether the said D
Condatoo and his Brother the Defendant or their Ceased
or did not Enjoy their Estates fortune or property
Hand of each other or how otherwise Declare

Cuddapah 5th Pudoor Pat Cannatha Condaloo Nayk the Defendants Peraad

Brother at the present time or his Estate or Effects in Madras Fort St George

or place or Round of Bussore or Madras or adjacent or elsewhere not

the Said Condaloo or Such Person or Persons his Brother the Defts

Lr Transaction With or Dealing of his Affairs or Bussore

at Madras and Jurisdiction the said Bussore or Pagoda adjacent

not the said Defendants do or did you or did you not Deposit

him Thereon Pledge

2d Do you or do you not know the Accounts Now produced

and Shewn to you at this the time of your Examination Marked B

If Yes Are they or are they Not the Real and Just Accounts subsist

ing Between the Defendant on the Cause and Condaloo

mentioned the Defendants Peraad Brother at the time of his the

said Condaloo decease and how do you know this or how did you

become Acquainted therewith Declare

To Tayah
Venkapah &
Longapah

This Interrogatory
Mark'd as of Partic
Cause of the Cause
Dec 18. 1780
James Taylor
Reg

To Poodacherry Venkatachellum } 3d Are you or you Not Acquainted with
and
Nagapah Chetty - - - - - -

the Hand Writing of the Complainant in the Cause of Ofea do

you or do you Not know or believe that the Letter or Paper Writing

now produced and Shewn to you at this the time of your Examination

now produced & Marked Cicero is not of the said Complainants

Hand Writing Declare

To

(832)

To Chonganam and Gopaul ..... 8th Do you or do you Not know of Any Person having Letter from the Complainant to the Defendant on the upon or soon After the Decease of Condaloo Naick the said Brother And you not knowing what passed or was said on the Regarding the said Letter or what was said or related to If So the Same and the whole of the Matters Declare

To Chonganah ..... 9th Do you or do you Not know whether upon or the Decease of Condaloo Naick the Defendant Do the Complainant or his Cause alledged or did Not send Eniatakellum or any other Person and whom to from the said Defendant any Debt or Sum of on Account of the said Condaloo or his Estate what Answer did the said Defendant Make to

To Mootiah ..... To Mootukistna ..... To Gopaul and ..... To Venkatarum .....

and Whether Once or Twice often. Do you not know thing passing between the said Complainant and Defendant about the Complainants Demand on the Estate of the Condaloo If So set forth the Same fully and particularly the whole of the Matters Declare

To all The Witnesses } 10th Do you know of any other matter or thing or have you 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

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(833)

Defendant Sworn Declare the Same to you known have been Informed
& do believe to you the Contents of such your Letter fully as
if you had been there to Personally Interrogated

Solon Sykes
Atty for the Dft

Translation of an Adoption Bond Dated the 25th of March 1858.

I Canada Pudmanabo do give this Adoption Bond to Canada
Ammah that is to Say as you having no Children of your own Death
therefore I gave My Son Named Condaloo to Support to you as
Adoption whereby he is to be brought up by you and Accordingly you
have Drank Ironmonger Water and Received as Adopted Son and
you to Injoy him and his descendants Witness Chenna Tanjiah
and Lyapah Reddy by their Knowledge Drawn by Chenoor Condaiz

Witnesses
Thee Mark ∩ of Tanjiah
the Mark C of Lyapa Reddy

Thee Mark M of Canada
Pudmanabo

I Above Translate as near as can be from the Original by

Sebarayah Interpreter

To Patnah Canah

My Friend Several Days
before your Brothers Death Contrary Dubash to you as When
wanted

wanted to Speak to you about that Money on which is due on
your Brothers Estate. I am at this Moment greatly forg-
. Money And shall be glad to know how soon I may expect
it your Brothers Bond was due last February - at which
. May Intention to Speak to you on that Business for truly
was sure that I thought proper to Write to you on it.

I am Your Friend
Jno. Strange

This Letter or paper Writing Marked Cuba shown to
the Town and Magistrates Chiefly at the respective time of the
examination before me in a certain Cause now depending
at Jamaica in the Honble the Mayors Court at Madras
wherein James Strange of Fort St George is Complt
and Patrick Grant otherwise Garrett Grant is Defts
Defendant on the 17th and 22d Days of Nov
Anno Domini 1779

Welsh
Comm.

This Cuban Bond Marked A was shown to Stephen Lushington
Esqr at the time of their Examination before me in a certain
cause depending and at issue in the Honble the Mayors Court
at Madras wherein James Strange of Fort St George is
Compt and Patrick Grant otherwise Garrett Grant is Defts
on the 22d Day of November Anno Domini 1779

Welsh
Comm

Mayors Court at Madraspatnam

Between James Strange of Fort Saint George Merchant Complainant and Palanh Ignah Okeroneo Caratte Ignianoon of Madras Dubash Defendt

On the Part of the Defendant

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

Ramiah of Bungamapettah but at Present of Madras Inhabitant aged 60 Years or thereabouts being Produced as a Witness on this Cause on the Part of the Defendant was on the 20th Day of November 1779 Sworn in Person at the Office of Mr Charles Boomby who is Attorney for the Complainant whereby left him Note of the Name Title and place of abode of the said Deponent and Afterwards on the 22d Day of the same Month being Sworn and Examined Deposeth as followeth viz

1st To the first Interrogatory this Deponent Saith that Caratte Condaloo Nauk the Defendant Deceased Brother was Some Time in or About the year of Our Lord 1758 and in the life time of him the Said Caratte Condaloo Adopted Annah Ankanah Sister to the Said Condaloo and the Defendants father as are Son and Hers and that there was a Deed or Instrument drawn up Signed and Sealed on the said Occasion by the Said Caratte Condaloo to the said Annah Ankanah and that the Said Instrument or Cadjan Writting Now produced and Shewen to him at this the

time

time of this Examination Marked A is the same that was shown
to the said Deponent and that the Deponent did see put his Mark
to the said Instrument or Writing as a Witness of the Dep
own putting and that the Deponent did see put his Mark
Witness to the Execution of the said Instrument and th
said Instrument was prepared for the said Deponent
the said Natives as there According to the Rules and
of the Cast to which the said Persons whom the said Con
belonged and that the said Adoption was accepted of for
to by the said Quash Ankamah and that whatever
Person is so adopted as afore mentioned or Alluded to
Person is always considered Entirely as of the family
Fathers and Brothers and that such boy or Person
as Not Any Claims whatsoever or Right to Any part of
fathers or Brothers Estate nor are the father or Brothers
Answerable for or liable to the Payment of any Debts
of such Adopted boy or Person but such Adopted Boy
or Person does entirely belong and is considered as entire
belong to the Person or family to whom he is adopted
and more Saith Not to this or the last Sentence

Wm Topp
Capt.

Mr. E. Marks
of Penfield

Mayors Court at Madraspatnam

Between. James Strange of Fort St. George Merchant Complaimant and Patnah Gruna Chitty & Varatoo Gruna of Madras Dubash Defts. On the Part of the Defts.

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

Iyapoo Reddy of Bengamahpetah but at Present of Madras Inhabitant Aged 56 years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 20 Day of November 1779 Sworn in Person at the Office of Mr Charles Dromley who is Attorney for the Complaimant by Candapah My Servant who also Left him Notice of the Name & Place of abode of the said Defts And Afterwards on the 22d Day of the same Month being Sworn & Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent Saith that he Does not know the Complaimant James Strange in the Cause but he doth know the Defendant Patnah Gruna in the Cause and that he hath so known him ever since he Birth and More Saith Not to this Interry

2d ..... To the Second Interry this Deponent Saith that Carratlee Condaloo the Defendant Deceased Brothers was sometime in

ion or About the 1st year of Our Lord 1758 and in the Last Years of Hum Rodon
Condadoo Addopted to Bona Ankannah Sister to the said Condadoo the
Defendants Father as Her son as Heir and that there was a Instrument
ument Drawen up Signed and given on the said Occation
Pudmanahoo and to Bona Ankannah and that the Deft.
or Cadjan Writing Now produced and Shewn to him at the
of the Examination Marked A is the same that was done
on the said Occation and that the Defendt and that Pud
Pudmanahoo put the Mark to the Instrument or Writing by
of Signing the Same and that the Mark so put as a Sig
ure of the Defendts own Putting and that the Defendt put
his Mark as a Witness to the Execution of the said Instrument
that the said Instrument was proper one of the Land Occation
the same Nature as others According to the Rules and Customs
Cast to Which the said Persons whom the Same Concerned
and that the said Addoption was Complied and Agreed to
Bona Ankannah that when any Boy or Persons as Addopted
as before Mentioned or Alluded to Such Boy or Person was
considered entirely out of the Family of his Father and Mother
Estate nor are the Fathers or Brothers Estates Answerable or
liable to the Payment of any Debt or Debts of such Addopted
Boy or Person and such Addopted Boy or Person entirely lost
of

90 (242)

or is considered as entirely belonging to the Person or Family to whom

he is Adopted And More Lastly Not to Him or Her Last Interrogatory

The E. Mark

of Iyapoo Reddy

Mayors Court at Between James Strange of Fort St.

George Merchant Complainant And Patrah

Madraspatnam Tyah otherwise Carrattee Tyaroo of Madras

Dubash Defendant

On the Part of the Defendant

Depositions of Witnesses taken on the Cause by and before the

Commissioner this Court as follows the

Sangamayah of Chumbamudery but at Present of Madras Inhabitant

Aged 38 Years or Upwards being produced as a Witness on this Cause on the Part

of the Defendant was on the 31st Day of December 1779 Sworn & Sealed at the Office of

Mr Charles Bromley who is Attorney for the Complainant by Coondapahamy

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 thereon and Examined

Deposeth as follows viz

1st ..... To the first Interrogatory this Deponent saith that he does not know the

Complainant James Strange in this Cause but that he doth know

the Defendant Patrah Tyah in this Cause and that he hath so

known them twenty years and upwards and More Lastly

as to this Interrogatory

3

3d ..... To the Third Section of this Deponent doth Understand any Boy or Person Addopted to and by Any other Person is always considered as one of the Family of his Father and Relations and such Boy Person so addopted as and Boy Claims Whatever or right to Support Fathers or Brothers Estate Fortune or Property and that Boy Estate Fortune or Property was Not Answerable to the Payment Debts of such Addopted Boy or Person and that such Addopted Person does entirely belong and is Considered as entirely belong to the Person or Family to whom he is Addopted and in case any disputes Should happen to Arise between such Addopted Son and his father or Brothers family it is Customary on such to Complain or Apply to the Heads or Elders of the Church they belong and it is Customary in the Such Cases for them to Obtain a deed of Seperation done in a Publick Manner or by the Elders of the Church and there Decisions in order to Said disputes and Both sides there Should Not be or Application made to the Heads Elders of the Church Seperate had proceeded the Parties in a manner only agreed thereupon were to meet be made to the Heads or Elders of the Church and such Case of no Complaint or Application being made to Elders of the Church and no Seperation of Estates or Entirely Addoption does of seperation Law thereof and that such

Addopted

Addoption does preclude the Person Addopted And his Father Brothers and Relations from making Any Claim on each Others Estate or Property or from being Responsable for Any Debts or Debts of each other And more saith Not to this Interrog

To the fourth Interrog this Deponent Saith that he doth know that Coatha Condaloo Nack the Defendant Deceased Brother was in his life time Addopted to or by Bowah Ankamah his father Sister and that the said Coatha Condaloo was by Virtue or in consequence of such addoption considered out of the Family of his Father and as having nothing to do with his Father Brothers or Family Estate Property or Affairs and it was considered that the said Condaloo or his Father Brothers or their Estates were not Answerable for the Debts of Each other and that this Deponent doth know that the said Deceased Condaloo and his Brother the Defendant in this Cause died or Left their Estates Fortune or Property Independant of each other and more Saith not to this or the Last Interrogy

The O. Mark of
Welsh
Court
Sangamayah

Mayors Court
Madraspatnam

Between James Strange of Fort St George Merchant Compt. and Patnah Cruah of Madras Durbash Defendant

Depositions

(845)

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

Ramanajah of Pondanatha but at Pavendah Madras Inhabt.
60 years being Produced as a Witness in the Cause on the Part of the Pl
was on the 25th Day of November 1779. Sworn in Person at the
Mr Charles Bromley whose Attorney for the Complainant
left him Notice of the Name Title and Place of abode of the Last
and Afterwards on the 6th day of of the Month the following
and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent Saith that he
knows the Complainant in this Cause but that he
the Defendant in this Cause and that he hath
him many years and more Saith Not to the

3d ..... To the third Interrogatory this Deponent saith that neither
or Persons is addopted has not Any Claim or Interest
to any part of his Fathers or Brothers Estate Fortune
and that the Father or Brothers Estate Fortune or
Are not Answerable for or liable to the Payment
Debt or Debts of such Addopted Boy or Person or
such Addopted Boy or Person does entirely belong
Considered as entirely belonging to the Person or Fa
to whom he is Addopted and that in Case any Dispu
happen to Arise between such Addopted Person or

or Brothers Family is the Customary on such Cases to Complain or Apply to the Heads or Elders of the Cast to which they belong and is the Customary in such Cases for the Parties to Obtain a deed of Seperation done in a Publick Manner from or by the Elders of the Cast or there direction in order to Settle and avoid Disputes and in Case there Should be any Disputes the Family can make a Seperation of there Estate themselves but if Any Disputes Arrise they Must Apply to the Elders or Heads of there Cast for Such Seperation but in Case of no Complaints or Application being made to the Elders of the Cast and no Seperation of Such Seperation has been Done and that Such Adoption does preclude the Person adopted and his father Brothers and Relations from making Any Claim on each other or on each other Estate or property or from being Answerable for Any Debt or Debts of Each other

and More Saith Not to this Interrog

To the fourth Interrog this Deponent Saith that he doth know that the Corabee Condalee the Defendant Deceased Brothers was on his Seperation Adopted to or by Ruah Ancamah his father Estate and that the Corabee Condalee was by Virtue or in Consequence of Such Adoption Considered as out of the Family of his father and having nothing to do of his father Brothers family Estate Property or Affairs and it was Considered that the Said Condalee or his father Brothers or there Estates were not Answerable for the Debts of each other and this Deft doth know that the Said Deceased Condalee and his Brother the Defendant in this Cause did Injoy their Estates Fortune

or

or property. Godefroindent of such Shee and Mon. Such Notice
or the last Interrogatory

Welch
Evans

The X Mark of
Ramanayah

Mayor Court at Bellaree. Thomas Mun
Madrasspatnam

Fort St George Merchant Com
and Private Trade of Madras

Defendant

Depositions of Witnesses taken on this Cause by and by
Commission this Court as follows

Ineajah of Pallavaty last at Present of Madras Inhabitant Ag
or thereabouts being produced as a Witness for this Cause on the Part of D
sons on the 25 day of November 1779 Sworn in Person at the Office of
Charles Boone Esqr who has Attorney for the Complainant by Interpre
Sworn and who also left Given Notice of the Place to the and place of
of the said Deponent and Afterwards being Sworn and Exam
As follows Viz

1st ..... To the first Interrogatory this Deponent saith that he does not k
the Complainant in this Cause but he doth know the Depo
in this Cause and that he hath so known him many ye
more saith Not to this Interrogatory

2 ..... To the third Interrogatory this Deponent saith that under Pa
or Person is Addicted to and by any other Person whatso

or Person is Always Considered as entirely out of the family of his Father and Relation and that Such Boy or Person so Addopted has Not Any Claim Whatever on or Right to Any Part of his father or Brothers Estate Fortune or Property and the father and Brothers Estates fortune or Property Are Not Answerable for or liable to the Payment of Any Debt or Debts of Such Addopted Boy or Person and that Such Addopted Boy or Person entirely belongs and is Considered as entirely belonging to the Person or family to Whom he is Addopted and and that in case Any dispute Should happen to Arise between Such Addopted Person and his father or Brothers family it is Customary in Such Cases to Complain or apply to the Heads or Elders of the Cast to which they belong and it is Customary in Such Cases to Complain or Apply for the Parties to obtain a Deed of Seperation done in a Public Manner from or by the Elders of the Cast or there Questions in order to Settle and Award disputes and that in Case there Should Not be Complaint or Application made to the Heads or Elders of the Cast a Seperation of Estates Cannot be had and in Such Cases of no Complaint or application Shall and that Such Addoption does preclude the Person Addopted and his father Brothers and Relations from making Any Claims on each other or on each others Estate or property or from being Answerable for any Debts or Debt of Each other and More Saith Not the Time Intirely

4th

(849)

4th ..... To the fourth Interrogatory this Deponent saith that he does know that
Condaloo Nauch the Defendants Deceased Brother was entitled
Addopted to or by Nauch Ammah his father Sister and that the
Condaloo Was by Virtue or in consequence of such Addoption and
said Family of his father and has nothing to do with
Father Brothers of Family Estate property or Affairs and
Considered that the Said Condaloo or his Father Brothers
Estates were Not Answerable for the Debts of each other
This Deponent doth know that the Said Deceased Condaloo
father or his Estate Fortune or property Independent
other a mere South Pottle this or the last Interrogatory

J Welch

The C. Mark of
Annayah

Mayor's Court Between James Stanger &c
& Madrastpadanam George Merchant Complainants
Salmah Gyadu & others Defendant
On the Part of the Defendant

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

Chellapen Nauck of Chamiarsherry Interpreter Present &
of Inhabitant Aged 35 Years or thereabouts being Produced
Sworn

(250)

Wayne Circuit Cause by the Peto of the Defendant was on the 31st day of December 1779
Complainant by Candapah
Complt the Office of Mr Charles Bromley their Attorney Complainant by Candapah
Ayscough Who also left him a Note of the Name Title and Place of Abode of
Ayscough Who also left him a Note of the Name Title and Place of Abode of
the said Deponent And Afterwards On the the Same Day being Sworn and
Examd Deponeth as follows to
To the first Interrogatory this Deponent Saith that he does not know
the Complainant James Monroe in this Cause but he doth know
the Defendant Patrick Lyon in this Cause and that he hath so
known him ever Since he can Remember - and More Saith not
to this Interrogatory -
To the Third Interrogatory this Deponent saith that when Any Boy or
Person is Adopted Owned by Any Other Person Such Boy or Person is
Always Considered as entirely out of the family of his father and
Relations or Brother Estate Fortune or Property and that the father
or Brother Estate Fortune or Property are not Answerable for
or liable to the Payment for any Debt of Such Addopted Boy
or Person and that Such Addopted Boy or Person does Intirely
belong and his Considered as Intirely belonging to the Person
or family to whom he is Addopted and in case any Dispute
Should happen to Arrise between Such Addopted Person
and his father or Brothers family it is Customary in Such
Case to Complain or Apply to the Heads or Elders of the
Cast to which they belong and it is Customary in Such
Case

(8.51)

Cases for the Pastor to Obtain a Deed of Separation in a Public Manner from or by the Elders of the Pastor's Directions in order to Settle and avoid disputes and Case there Should Not be Complaint or Application to the Head or Elders of the Caste Separation can be the parties unanimously Agree to Remove Application be made or Elders of the Caste and on Such Case of or Application being made to the Elders of the Caste Separation of Estate or Interest an Adoption can in Clan Thing and that Such Adoption deeps the Person Adopted and his father Brothers from Making Any Claim on such Thing Property or from being Answerable for any Debts of each other and Men Shall not Inherit

4th ——— To the fourth Interrog this Deponent Says that heard that Caratee Condaloo March the Deponent Deceased Brother was in his Life time Married to Ayah Ameemah his father Sister and that the Caratee Condaloo was by Virtue or Consequence Such Consideration Issued of the Said formely of father and has having Nothing to Do with his

Pastor

95

(852)

Brothers v. Timoty Estate Property or Effaior Condetmas Considered that the Condator or his father Brothers or their Estate were Not Answerable for the Debts of Each other and that this Deponent doth know that the Late Deceased Condator and Brother the Defendant in this Cause Injoyed their Estate Fortune or Property Independant of Each other and More Smith nor this or the last Intirory Deponent

Mayors Court at Madraspatnam

Between. James Mango of Fort Saint George Merchant Complainant and Patrah Gnaa Cheruu Carathy Gnaaroo of Madras Dubash Defendant On the Part of the Defendant

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

Cantapah of Madras Coopahy Aged 25 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant sworn on the 15th Day of November 1779 Sworn in Person at the Office of Mr Charles Bromley one of the Attys for the Complainant by Candapah My Interpreter who also Explains the Oath and Affirmation to the Deponent and Afterwards 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

5th ..... To the 5th Interr. This Deponent Saith that he doth know the Complainant in this Cause and that he hath so known him 6 years or thereabouts and doth he doth also know the Defendant

Defendant Solomah Speaks in this Cause and that he hath so known him
on the 4th Years — and More Saith Not to this Interrogatory —

5th ..... To the fifth Interrogatory this Deponent Saith that Canatha Condo
the Defendant Leonard Brother did at Deponent Times employ him to
go from Madras to Sundry Places on Accounts of his the Said Con
Salt Business and that the Said Condolee on Such Occations did direct
the Defendant to Transact or attend to the Transacting of his Affa
Business at Madras and particularly his Salt Business and the
Defendant did do so and this Deponent did Accordingly him there
Saith Not to this Interrogatory —

6th ..... To the Sixth Interrogatory this Deponent Saith that he doth know
.....
The 6th Deponent Accounts Now produced and Shewn to him and this he knows
Examinations Marked B and that they are the Hand and
of Party's and his
of the Court Dec
18th 1788
James Taylor
Esqr

subscribed by Consent
which were depending between the Defendant on the
Condalee Nack & the Defendant Leonard Brother of
this Deponent knows the Said Condalee Nack and
this he the Said Condalee Leonard and this Deponent knows
there on the by being Conversely to the Said Condalee Nack
the Said Accounts now Shewn him and that Several of
mentioned on the Said Account to be paid were paid on the
of this Deponent and the others this Deponent knows by
or direction of the Said Condalee Nack and more Saith
this or the Said Interrogatory

Sworn at the Court House

Mayor Court at Madraspatnam

Between James Stranger of Fort St George Merchant Complaynant and Patnah Lynah of Madras Dubash Defendant

On the Part of the Defendant

Deposition of Witnesses taken in the Cause by and before the Examiners in this Court as follows Viz.

Tagah of Madras Coneapoly Aged 30 Years or thereabouts Sworn produced and a Witness in this Cause on the part of the Defendant sworn on the 15 Day of Novr 1779 Sworn Person at the Office of Mr Charles Bramley who is Attorney for the Defendant by Candapah My Servant who also saith he knows both of the Parties to this Cause and Affidavits on the Day being Sworn and Examined Deposeth as follows Viz.

1st To the first Interr this Deponent saith that he doth know the Complt James Stranger in this Cause and that he hath so known him 5 or 6 years and that he doth also know the Defendant Patnah Lynah in this Cause and that he hath so known him ten years or thereabouts and More he the not to this Interrogatory

2d To the 2d Interr this Deponent saith he doth know the Deeds Writings Now produced and Shewn to him at this the time of his Examination Marked B and that they are the Deeds and Writings relating to the Matters in Question in this Cause

3d To the 3d Interr this Deponent saith he doth know the Defendant in this Cause and Condalee Naik his the Defts Deceased

(855)

Durand Brotherd the time of his the said Condalos decease last
Return of the Said Condalos Mark from the Northward a Depos
between the Said Condalos and his Brother the Defendant
Concerning their Accounts Accordingly to the Ordered them
to Settle and Adjust their Accounts and that this Depone
the Said Condalos Marks Consequently in Settling and Ad
the Sum and this Deponent became Thereupon by the Ma
mon Law Not to the Intirety

4th ..... To the Ninth Interrogatory this Deponent Saith that he doth
that Must Be in 10 Days after the Decease of Condalos Mark
Defendants Brother the Complainant in this Cause Di
Bon Condalos Account Durand from the Said Defe
a Debtor Sum of Money on Account of the Said Condal
Estate and Further saith that the Said Defendant d
there to was that as soon as his Brothers funeral Sum
was over he intended Applying for Letters of Admini
and Also Said that there were other Creditors besides t
and that each of them should have their proper prop
of his Deceased Brothers Estate and More Saith
this or the Last Interrogatory

Sworn

Walcott
Com.

97

(256)

Supreme Court at
Madraspatnam

Between Thomas Stanage of Fort
St George Merchant Complainant
and Dubash Gruchia Thereuva Carattu
Greenaroo of the Madras Dubash Defts

On the Part of the Defendant
Deposition of Witness Taken on this Cause by and
before the Examiner in this Court as followeth

Vanadachellum of the Madras Dubash Aged 26 year- being Produced
as Witness in this Cause on the Part of the Defendant was on the 28th Day of Dec
1775 Examined at the Office of the Mr Charles Bromley one of the Attorney for the
Complainant by Curidapah the Mr Interpreter also Sworn to him Unto of
the Name to the 2nd Plea of Rhode of the said Defendant 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 Complts
in this Cause and that he hath Known him four years or thereabouts
And that he doth Also the Defendant in this Cause and that he
hath known him four or five years and more Saith not to the Interrog
To the fourth Interrogatory this Deponent Saith that he is acquainted
with the Hand Writing of the Complaint in this Cause, and that he
doth know that the Letter or Paper Writing now produced and
Shown him at this the time of his Examination Marked C is
of the said Complainants Hand Writing and more Saith not
to this or the last Interrogatory

Pozzolevo

Welch
Exam

(857)

Mayor's Court at
Madraspatnam

Between James Strange Esq.
George Moorhead Complainants and
Heirs of Madras Dubash Defendants

On the Part of the Defendant

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

Nagapah Chitty. Merchant Aged 32 Years or thereabouts
Produced as Witness in this Cause on the Part of the Defendants and Sworn
December December 1779 Signified at the Office of Mr Charles Brooke
Attorney for the Complainants Landspeak. My Servant who also Interpreted
Name Title and place of Abode of the said Deponent And Afterwards
Duly being Sworn and Examined Deposeth as follows Viz.

1st ..... To the first Interrogatory this Deponent Saith that he
knows the Complainants James Strange in this Cause
he hath as known the Defendants in this Cause and hath
as known them Many Years and more Saith Not to the

7th ..... To the Seventh Interrogatory this Deponent saith that
Requested by the the Hand Writing of the Complainants
in this Cause and that he doth know or believe that the
Letter or Paper Writing now produced and Shown to him
at this the time of his Examination Marked C is the
Complainants Hand Writing - and More Saith not to
the Last Interrogatory

Welsh
Exam.t

98 (858)

Mayors Courts at Madrasapatnam

Between James Strange of Fort Saint George Merchant Compt^t and Polash Gunah of Madras Dubash Defendant

On the Part of the Defendt

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

Chinnaya Son of Madras Dubash Aged 24 years or thereabouts being Produced Sworn on this Cause on the Part of the Defendant saith on the 19th Day of November 1779 Sworn in Person at the Office of Mr Chardin Chantry in the Attorney for the Complainant by Condapaka his Servant who also Left his mark at the Name of the and Place of Abode of the said Deponent and Afterwards on the Same Day of the Same Month being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent Saith that he doth know the Complainant in this Cause and that he hath so known him for or Six years and doth he doth also know the Defendant in this Cause and that he hath so known him 16 or 17 years and More Saith not to this Interrogatory

To 2th Interrogatory this Deponent Saith doth he hath of Person bringing a Letter from the Complainant to the Defendant in this Cause soon after the Decease of

Condaca

859.

Condolee Nash the said Defendant Brother that the Defend
this Cause soon after Decease the said Letter of Test this D
hand the said Defendant Tell the Person who brought t
Person who brought the said Letter Shod as soon as
funeral Ceremony was over be intended Applying
for Administration and Shod as Soon as he had pro
them he would Send an Answer to the said Lett
Instructed to this Interrog

1st To the Ninth Interrog this Defendant Saith that
knows a few days After the Decease of Condolee
Defendants Brother the Complainant in this
Send One Executor Letters of the
who did use to be done Regarding the Letter Dem
Complainant hath on the Estate of the said De
said Defendant Applied thereto as soon as he
— —
ral Ceremony was over he Should Apply to the
Court for Letters of Administration and Durham
would them he Should immediately Examine
Estate and Effects that the said Brother and that
Complainant Should be paid in proportion with
other Creditors of the said Deceased but the Def
does Not know of Any thing proving Letters to
Debts and more Saith not to this or the last Interr

Welch
Coms

D Hardy

(860)

Mayors Court at Madraspatnam

P. Bluveen. James Stange of Fort St. Geo: Merchant Complainant and Patnah Gowah of Madras Dubash Defendant

On the Part of the Defendant

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

Copaul of Madras Comeopoly Aged 32 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 25 Day of Nov.r 1779 Sworn in Court at the Office of Mr. Charles Bromley in his Attorney for the Complainant who also left him Notice of the Name & Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined the Fourth as followeth Viz.

To the first Interrogatory this Deponent Saith that he doth know the Complainant in this Cause and that he hath so known him four years and doth he also know the Defendant in this Cause and that he hath so known him 6 or 7 Years and more Saith not to the Interrogatory

To the Fourth Interrogatory this Deponent Saith that he doth know & this Deponent thinks it was about 10 or 15 Day after the Decease Condalas the Defendant Brother the Complainant in this Cause did Send Bro Venadachellum to Demand from the said Defendant a Bill or Sum of money on Account of the said Condalas or his Estate and the Answer that the said Defendant did make thereto was

Was that he was going to the Honble Court for Letters of Ad-
and that as soon as he had procured them he would re-
-sort to the Estate and Effects of the said Brothers and the
Complainant should have no protection with the
said Condatoo Coolore but this Deponent does not
of any thing passing between the said Complainant
Defendant about the Complainants Demands
of the said Condatoo and More Saith not to the
2d. To the last Interrog this Deponent Saith that he was
day when the Complainant and Defendant met
the Complainant asked the Defendant for Bro
was Returned from the Country the Defendant
home Not and the same time asked the Comp
when he the Defendant should receive the
Brother to Return, soon the said Complainant
Answer no Direction as he should get Answer
has he came back and More Saith not to the

Which
Pears

Deponent

Mayors Court at Madraspatnam

Between Saml Sharp
Saint George Merchant Comp
and Patrah Gruah &c. Madras
Defendant

Co

100

(262)

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before
the Commissioner this Court doth follow viz.

Mordecai of Nelson but of Parish of Madras Inhabitant Aged 38
Years or thereabouts being produced as a Witness in this Cause on the Part of
the Defendant was on the 26 Day of June 1780 Signified at the Office of Mr
Charles Bromley who he Attorney for the Complainant who also after
due Notice of the Name Title and place of abode of the said Defendant and
Witness on the same Day being Sworn and Examined Deposeth as followth viz
To the first Interrogatory this Deponent Saith that he doth know
the Complainant in this Cause and that he doth so know
him 3 or 4 Years and that he doth also know the Defendant
in this Cause and that he doth so know him 10 Years and
more Saith Not to the 2 Interrogatory
To the Fourth Interrogatory this Deponent Saith that he does not know
whether upon or soon After the Decease of Condaloo the Defendant
Brother the Complainant did or did not Send one Venkatachelum
or any other Person to Demand from the said Defendant debt
or Sum of Money on Account of the said Condaloo or his Estate
but this Deponent doth know or For Nine Days after the death
of the said Condaloo that the said Complainant came himself to the
Defendants House and Demanded of him some money that
was due or owing to him by the said Condaloo but many

others

Which Cuddalore and promised that she the Complainant should
conform herself unto them and More saith Not to the
Interrogatory—

Sworn to
Coram

The Mark
of Modaliah

Major Causas
& Madrasapatnam

P. Batavia Jamr the
Second Stranger Merchant Complainant
Patnah by reason of Madras Debate

On the Part of the Defendant

Depositions of Witnesses taken on the behalf
before the Examiner in this Court as follows viz.

Call Chitty Cundasah of Madras Merchant
or thereabouts— being Produced as a Witness on the Part of the
was on the 18th Day of November 1779 Sworn & Personal at the Office
of Charles Bromley one of the Attorney for the Complainant by the
My Servant who also Interpreted Unto & the Name Telugu and Pla
of the said Deponent and Afterwards on the same Day being duly
Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent Saith that he doth
Complainant in this Cause and that he hath so known him
and doth also know the Defendant in this Cause and that he
so known him for Ten or Twelve Years more Saith not to

9th ..... To the Ninth Interrogatory this Deponent Saith that he doth
Complainant James Stranger in this Cause did Intro

6

To Demand from the Said Dfendant a Debtor Sum of Money on
Account of the Said Condalos or his Estate and the Answer that
the Said Dfendant did Make thereto was that he was going
to take out Letter of Administration and that the Said Compts
Should be paid in proportion with the Rest of the said Condalos
other Creditors but this Dfonent does not know of any things
Passing between the Said Complainant and Dfts about the
Complainants Demand on the Estate of the Said Condalos—and
more Saith Not to this or the Last Interrogy

Mads
Pars

Mayors Court at
Madraspatnam

Between James Stranges of Fort
Saint George Merchant Complainant and
Palmah Gooa Chitty and Caratta Gooaroo of
Madras Merchants Dfendants

On the Part of the Dfendant

Dpositions of Witnesses taken on the Cause by and before
the Examiner as followeth

Mootukistnah of Madras Coneshaly Age 29 years or thereabouts
being Produced a Witness on the Cause on the Part of the Dfendant was
on the 16 Day of Nov 1779 Sworn in Court at the Office of Mr Chas
Bromley whose Attorney for the Complainant who also left him a
note of the name Title and Place of abode of the Said Dfonent and
Afterwards

Afterwards on the 10th day of the same Month the said Sworn Deponents

Deponeth as followeth

1st ——— To the first Interrogatory this Deponent saith that he

knows the Complainant as this Cause and that he

him 2 or 3 Years and that he also knows the Defendant

Cause and that he hath so known them 2 Years

next to this Interrogy

2d ——— To the Next Interrogatory this Deponent saith that some

Seven or Eight Days after the Decease Condatch

Brother the Complainant as in the said Bill

thereunto to Demand from the said Defendant

of Money on Account of the said Condatch or his

Defendant Answered thereto that he was going to

this Honble Court for Letters of Administration and

as he had procured them he would pay unto the

and Effects of the said Deceased Brother and that

Complainant should his proportion with the

Creditors of the said Deceased Brother and that

knows of these the Sd Defendant made this Dep

said Wm Adachetlum but this Dep Doth not know

things passing between the said Complainant and

about the Complainants to Demand on the Estate of

his

102

(866)

and Londoloo — and more Saith not to the 1st or the last Interrogy

Lee Deponent

Wed Comr

Mayor's Court at

Madraspatnam

Between James Strang of Fort

Saint George Merchant Complt and

Patrah Gruah of Madras Dubash

Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and

before the Commrs in this Court as follows viz.

Venkatarum of Sammapatam but at Present of Madras Inhabitant

Aged 28 Years being produced as a Witness in this Cause on the Part of the

Defendant was on the 10th Day of Jany 1788 Sworn and Examined at the Office of Mr

Charles Bromley whose Attorney for the Complainant who also asks

him Both of the Name Title and place of abode of the said Deponent and

Afterwards on the same Day being Sworn and Examined Deposeth as

followeth viz.

1st ..... To the first Interrogatory this Deponent Saith that he

doth know the Complainant in this Cause and that he hath

so known him 3 or 4 Years and doth he doth Also Know the

Defendant in this Cause and that he hath so known him

about the same time and more Saith not to this Interrogy

2d ..... To the 2nd the Interrogatory this Deponent Saith that

five

Afterwards on the 18th day of the same Month the said Complainant Dr.
Deponeth as followeth

1st ..... To the first Interrogatory this Deponent saith he
knows the Complainant in the Cause and hath known
him 2 or 3 Years and that he also knows the Defendant
Cause and that he hath to knowledge been Myer and
visit to this Interrogy

2d ..... To the Second Interrogatory this Deponent saith he
knows or Eight Days after the Decease Condolatus
Brother the Complainant in the said Cause did Instruct
this Deponent to Demand from the said Defendant
of Money on Account of the said Condolatus or his
Defendant Discovered thereto had been a going to
this Honble Court for Letter of Administration as
as he had procured them known Deponent this
and Effect of his said Demand Brother and the
Complainant should his proportion with the
Creditors of his said Deceased Brother and the
Knowe of these the Sd Defendant made the Sd
said Demand whilst but this Dept Do not know
thing passing between the said Complainant and
about the Complainants to Demand on the Estate

1866

said Condalee and more saith not to this or the last Interrogatory

Lee Reg of Pet

Mad Cons

Mayors Court at Vepury Samuel Strang of Fort
Saint George Merchant Complt and
Madrasapatnam Patrah Gruah of Madras Durbash
Defendant

On the Part of the Defendant

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

Venkatarum of Tannapatam but at Present of Madras Inhabitant
Aged 28 Years being produced as a Witness in this Cause on the Part of the
Defendant was on the 18th Day of Janry 1788 Signified at the Office of Mr
Charles Bromley one of the Attorney for the Complainant who also Left
him Note of the Name Title and place of abode of the said Deponent and
Afterwards on the same Day being Sworn and Examined Deposeth as
followeth viz

1st ..... To the first Interrogatory this Deponent Saith that he
doth know the Complainant in this Cause and that he hath
as known him 3 or 4 Years and doth he doth Also know the
Defendant in this Cause and that he hath as known him
about the same time and more Saith not to this Interrogatory

2d ..... To the Next the Interrogatory this Deponent Saith that

five

four or five Days after the Decease of Condales the
Brother the Complainant in this Cause did send a Letter
to Demand from the said Defendant a Debt due
Because of the said Condales or his Estate the said
Defendant there to that he had Nothing to do with his
Affairs but he intended Applying to the Honble
of Administration wherein as soon Demand he should
to the Estate and Effects of the said Brother and
Complainant Should be paid in proportion with
the said Condales Creditors and that the Defe
knows the said Complainants comming to
Defendants and demanding the money
to learn from the said Condales Mark and the
Defendant also told the Complainant that he
neither To do with the Affairs of the said Con
Brothers but intended Applying for Letters
Testimonials as soon as he had got the Short Accou
Effects of the said Deceased Brother and promis
said Complainant Should be paid in proportion
other Creditors the said Complt & of the same to
the Defendant if he thought there would be any
to discharge the same of the Demand the said D
Answered he did not know and more Sartisfie
the last Interview

Which is
Exam.

Mayors Court at Madraspatnam

Monday the 18th Day of Decr

Anno Domini 1780

Present

Edwd. John Holland Esqr Mayor

James Ball George Proctor

Cotton Bourchier Dent Edwd Garrow

William Webb and Thomas Cooper

Aldermen

Between James Stranger of Fort St

George Merchant Complainant and Patnah

Gunah Atthiappa Canattin Gnanarow of Madras

Dubash Defendant

This Cause Coming on to be Heard and Debated

this Day in the Presence of the Attorneys on both Sides on Reading

the Complainants Bill Answer and Bond Annexed the Defendants

Amended Answer the Replication the General Reporter the

Interrogatories and Depositions on the Part of the Complainant

the Interrogatories and Depositions on the Part of the Defendant

with the Papers Marked A & C annexed on Hearing the

Pleadings made Use of by the Attorneys and 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

Court

869

Filed the 6th Nov. 1800

To the Honble the Mr. Ro
Court at Madrass

Humbly Complaining Shewth Unto
Your Honr Proctor Richard Parker late of Madrass Mercht
John Douglas of Fort Saint George Merchant That Whe
having Considerable Demand on the Estate and Effec
Macpherson late of Madrass Merchant Deceased
Did Settle and Adjust Such a Demand to and with
Frederick Traneck and John Willoughby also of the Sam
Merchants Copartners Dealers and Chapmen whic
to themselves and undertook the Management of th
Effects of the Said Deceased under the Denomina
to the Executors of the Said Deceased or Administrato
Estate and Effects of the Said Dond Macpherson
Authority they the Said Anthony Traneck Francis
Willoughby did take upon themselves to Settle and Adjus
said Deceased Effects and Also to Collect and Receiv
Outstanding Debts due to the Said Deceased and Mak
Payments to Several Creditors as your Orator as humbl
and truely Sheweth your Orator further Sheweth that
Settled and Adjusted his Demand to the Satisfac
the Said Francis Willoughby upon the Statement of
Deceased Affairs found that your Orator was entitl

Sum of One thousand four hundred and fifteen Pagodas Seven fanams and
four Cash as your Orators proportion of the Net Amount Ballance of the
Said Deceased Estate then and there the Said Franck and Willoughby & your
Orator being so entitled to the said Sum of money did Demand Payment
of the Same from the Said Franck and Willoughby which Not Switing
the Convenience of them the Said Franck & Willoughby at that time
to pay notwithstanding that the Said Franck & Willoughby on proceeds
of the Receipt of the Said Sum of 1415 Pagodas 7 fanams and 5 Cash
being your Orator proportion as aforementioned they the said
Franck & Willoughby did Affirm and purpose to your Orator their
Entring into a joint and Seperate Bond to your Orator for the
Payment of the Said Sum at a future day which to your Orator
Shewith he Agreed to proved they the Said Anthony Fredrick
Franck and John Willoughby would give your Orator Some
Security for the Payment which your Orator Shewith they
Agreed on and proposed that William Harrison of Madras
Inhabitant should be one of the Obligors to the Said Franck
and Willoughby on the Said Bond to your Orator to which
Proposal your Orator Assented and a Bond in the Penal Sum of
2830 Pagodas 16 fanams and 10 Cash Conditioned for the Payment
of the Principal Sum of 1415 Pagodas 7 fanams and five Cash
with Interest was drawn out by Willoughby in the name of
himself Franck and Harrison and the Same Signed Sealed
and Delivered by the Said Franck & Willoughby & Harrison

unto

unto Your Orator which said bond or Obligation bears date the

of May 1779 Whereby the said Isaack Wilkins and

Jointly and Severally bound themselves each of them their

and Administrators for Payment of both Principal and

at the Expiration of 12 Months from the Day of the

said Bond or Obligation unto your Orator his Heirs Ex

Administrators or Assigns as well More fully and

Appear by Reference being had to the Original Bond

now in your Orator Possession and Ready to be produced

unto this Honble Court Shall Require Your Orator

Shews the Shall be as in duty Bound of the word Comp

the Tenor of the Engagement which was that of

the Expiration of the time limited in the said Bond

tion Your Orator further Shews the Shall there is now due

Bond or Obligation for Principal and Interest the

One Thousand Six Hundred and Sixty Nine Pagodas

two fanams Twenty four Cash Current Money of

making on Sterling money of Great Britain

Eight Shillings for every Pagoda the Sum of Eight

and Sixty Seven Pounds Eighteen Shillings and

and whereas your Orator hath frequently by the Mo

the said Attorney the said John Douglas and

in the manner Required from and of the said Isaack

Forceand Six hundred and Sixty Nine Pagodas thirty two fan.
Twenty four Cash

Bussorow sett and mayst please Your Honble
Court the Said Francis Wellesley and Harrison Obstinately
and wilfully Refuse to give your Orator Any manner of
Satisfaction touching the Premises your Orator therefore
Prays a generall Relief Such as to this Honble Court Shall
Appear Agreable to Equity and good Conscience to the End
therefore that the s.d Francis Willoughby and Harrison may
therefore that the s.d Francis Willoughby and Harrison 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 truely 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
One thousand Six hundred and Sixty Nine Pagodas thirty
two fanams and Twenty four 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 Anthony Frederick Francis John Willoughby and
William Harrison to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madraspatnam
and

and the Defendts thereof Personally to be and Appear
Hon'ble Court and certain time and place to be by the
Court prefixed and Appointed then and there to answer
Praters Bill of Complaint and further to Stand to
by such Order and Decree thereon as to this Hon'ble
Court Shall

Eng.d Brom
Atty Complt

At Mayors Court at Tuesday the 19th Day
Madrasapatnam Anno Domini

Present

The Hon.ble John Holland Esq.r Mayor
Edw.d Saunders and Thomas Bo
Aldermen

Benjamin Richard Cook
Madras Mariner by his Bill
John Douglas of Fort Saint
Merchant Complainant
Sarkeny Vendaside Pram
Mr Pengelly and Wm Hamm
Madras Inhabitant Defdts

106 274

It appearing by the Records of this Court that the Usual Rule have passed for the Defendants to Answer the Complainants Bill which they have neglected doing. 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 One Thousand Six hundred Sixty Nine Star Pagodas 32.25/ 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

Test the 12th May 1778

To the Honble the Mayor's Court at Madraspatnam

Sheweth

Between William Hornsby of Madras Inhabitant Complainant and Nimapoo of the same place Inhabitant Defendant

That the said Complainant did some time on or about the Twenty fourth of January in the Present Year of our Lord 1778 Exhibit a Bill of Complaint in this Honble Court Agt the Above Named Defendant Nimapoo for the Sum of One Thousand and three hundred Pagodas and twenty One fanams Current money

Money of Madras on having from a Summons dated from for the
Defendant to Appear and the Defendant did accordingly appear
on or about the Twenty sixth day of the said Month of January
Present Year aforesaid Appears and Pititioner have from out of
Court for him the said Defendant to Answer to the Said
be Neglected to this Honble Court whereupon pleased on Such
give a Decree in favor of the Plaintiff which was done
the twenty fourth Day of Instant the said Year that
Shewith that Afterwards Pursuant the 7th Day of March
this Honble Court did issue a Warrant of Execution
Effects be Not having Satisfied the aforesaid Decree
Warrant of Execution being directed to the Sheriff of
and the District thereof he the said Sheriff did by Force
wrongfully Sequestrate Houses and Ground the property
Pititioner Situated and lying in Veerabuera Pagode Street
ward of Mooty Kistnah Naicks Bazar Street and which
the Houses which were the property of Nagapilla and Sol
and the Custody and possession of the same being the Property
of the Defendant And your Pititioner in Order to Show Cause
in the aforesaid premises prays leave to lay before this
Court the Circumstances of the same becoming the property
That your Pititioner Married to her the said Durvad Hoodoo
Yagopah Moodelly some Summers and About Three years from

One thousand Seven hundred and forty Nine Pagodas But your Petitioner not having Any Children during her intermarriage the Said Ayagapah Moodelly did Some time in or about of the Year of Our Lord One thousand Seven Hundred and Sixty four According to the Customs and Laws of the India Nations doeth your Petitioner Consent to take Another Wife and your Pet.r Shews th that the Said Customs being Conformable to her Laws She did Agree thereto and the Said Ayagapah Moodelly did on her Part Conform to the Laws of those Castes the of taking a Second Wife in the life time of the Second Wife by Reserving to your Pet.r a part of his Estate to be And Remain your Pet.r Absolute and undisputable Property And your Petitioner Sheweth that the Said Ayagah Moodelly together with his two Brothers Nunnah Annachellum and Comrah in the Presence of them and of your Pet.rs friends and Relations and for the Consideration aforesaid did give grant and Make over unto your Pet.r the aforesaid Premises to be possessed and enjoyed freely and your Pet.r Also the Value of three Thousand Pagodas worth of Jewells a Copy of a Translation of which Said Instrument and your Pet.r prays to Annex hereunto for the Inspection of this Hon.ble Court Praying the Same may be Admitted as Part of this her Pet.r And your Pet.r further Prays to Set forth that the Said Deed Instrument were by the Property of the Premises in Question Assigned and Granted unto your Petitioner is not Only Signed

by

by the Said Yeongahpah Modelly Un his two Brothers respectively
but the Same is alsoe much Lessened And Attended by Reflections upon
as the Parties thereunto mentioned and is every Respect Agreeable
ble to the Laws and Customs of the Indian Nations and more
Your Pet.r Sheweth that Your Said Husband Died
afterwards She Afterwards did take Possession of the Said
Ground and did Continue to enjoy quiet peaceable Possession
for and during the Space of about 13 Years without Any
or Molestation from the Defendant or any other Person
whatsoever and more Over all Reasonably have Continued
the Same without Any dispute to her Title thereto
from a Confidence she placed in the said Defendant
trusted him with the Bill of Sale of the Said Premises
in Order to procure a Purchaser for your Petitioner
as the Said Bill of Sale was in the Name of Jno. Mc
. Modelly from whom your Pet.r Husband had bought
Same And the Said Defendant instead of Conformably
desire in Entering into Bill of Sale unto your Pet.r
Jointly and Unknown to your Pet.r Mortgaged the Said
Sale to the Complainant William Hornsby
For all which Matters and Reasons your Pet.r
That the Said Seizure made by the Said Sheriff of the
is very unjust irregular because the Same was

Petitioner produce Some writing to prove the property of her Your Petitioner and
cannot therefore Conveniently Act to be Sued on behalf of the Defd of the said
Premises

Your Pet.r doth therefore humbly
implore the said and Your Honors of this
Honble Court in the Premises and
Prays that this Honble Court will be
Pleased to Order and direct that the
said Sheriff may take off the Seal
from the Premises in question

W.m Duffey
Pet.r Petitioner

August 23 1764

I Yogafon the son of Tandawah Moodelly Today undayall East
of Madras do give this Agreement or Deed of Gift to Sawmy Nadak
Moodelly Son of Sadasiah Moodelly of Pondachery on the Persons of
Swarrayen Chinglaroyah Moodelly and the Sale of the Following
viz. all East of Madras that to say Your Sister having mind
on the Ghentleman therefore am Desirous of Marrying Your Daughter
Parvadam as a Second Wife and as you Require an Obligation
in writing to Allow my frost wife the Said Nellamaddi a
Proper maintenance that then You are to Agree to my marrying
your

Upon said Daughter Accordingly Saved My Brother Nonapoh

and Comaraposh degree that Agreement to my said Nephew

Viz^t the said Nellamaul to Enjoy three Hundred Pagodas Worth

and My House Situated on Cudrah Pagoda Street Westward

Rostnah Narka Bazar Street between the House of Nagy

Lechkay Pella the Said Saya House & She to Enjoy fruits

Nellamaul Should hereafter have power to be forever

Case no Issue we Oblige to give over Child to Aldest Brother

Marriage we degree this by Our Consent to Sawmy Ra-

Readily by their Knowledge Drawn by Accountant

Signed by the Cast People

Signed { Nagapen
Nonapen
Comarapen

Seramanen Chenglarey

Seramdayan Venatachellum

Canniapen

Kyla Sandavarayen

Ramarandadoe Sinnoungadem

Tally Mootiapah

I Have Translated as near as I can

the Original Malabar Language by Sebastian Rose

Jany 1811

109 (220)

Dd 20 July 1770

The Amended Answer of William Hornsby of Madras Inhabitant to the Petition of Nullamah of Madras Widow of Yogapen late of Madras Deceased

The Respondent now and at all times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the Many Errors Uncertainties Insufficiencies and Imperfections in the said Petition Contained for Answer thereunto unto Answer thereof as the Respondent is Advised doth Humbly Conceive him to Make Answer unto he the Respondent Answereth and Saith that true it is he did about the time Mentioned in the said Petition file a Bill of Complaint in this Honble Court Against one Ninaphon for the Sum of One thousand three hundred Pagoda and twenty five fanams and that a Summons Issued for him the said Ninaphon to Appear and the said Ninaphon in consequence did on or about the Day Mentioned in the said Petition Appear and the Respondent does further Admit that Rule did Issue out of this Honble Court for the said Ninaphon to Answer to the said Bill of Complaint and that the said Ninaphon having neglected disobeyed this Honble Court was pleased on or about the Day Mentioned in the said Petition to grave a Decree in favor of the Respondent and the Respondent also says that

that there was a Warrant of Execution duly issued by the Officer
the said Namasivayam Mudaliar the time Mentioned in the said Petition
Mudaliar the Sheriff duly by Certain Writs of Seizure and Sequestration
House and Ground Situated as Expressed in the Petition of the
aforesaid to Recover the Amount Decreed in the Suit of the
Allanki Gordon Mudaliar Between the Ground of Subsist
Jawaloor Nagapudliar and said Day the Petitioner
and Ayengen Kuchanadan Pagoda Street Westward
Kistnah Pagoda Bazar Street but this Respondent
denies that the said House and ground here the Pro
the said Petition named Erroneously Alleged by
said Petr and this Respondent Says and submits
that the said Namasivayam hath an Undoubted Right
the said Premises to this Respondent and in order
same to this Honble Court this Respondent humbly
Craves to Pursue that the Nagapatchi Annamalai
for the late Husband of the said Petitioner having
this Life Interested or in Mind making Proper
Namasivayam as Brother and heir to the said Nagap
Applied to this Court for Letters of Administration
be granted him to the Estate and Effects of the
Brother and no Objection having been made

this Court was therefore Pleased to grant him the Same by Vertue whereof
he Possessed himself of all and Singular the goods Chattels Rights
and Credits of the Said Yagapah and Amongst them a Title deed
or Chantley Bill of Sale of the Ground and Question from one
Chinglarey. Modelly to Maniapaho Mandhar and Alias another
Title deed or Cadjan Bill of Sale of the Said Ground from the
Said Maniapah to the Said Yagapah After the Purchase thereof
Both the Said Houses in Question a Copy and Translate of which
Said Chantley and Cadjan Bill of Sale here hereunto Annexed
for the Inspection of this Honble Court to which this Respondent
Most Humbly Refers and prays that he may be Admitted
as part of this his Answer the Originals being in the Respondents
Possession and will be produced for the Inspection of this Honble
Court in due time and this Respondent further Says that the
Said Maniapah being possessed of the Said Chantley and Cadjan
Bills of Sale and being immediately wanted of the Sum of
Nine Hundred Pagodas in order to Some pressing Demands
made on him as the Administrators of the Said Brother he
the Said Miniapah therefore Applied to this Respondent
And Requested of him the loan of the Said Sum of Nine hundred
Pagodas on the Mortgage of the Said House and Ground
and this Respondent well knowing that the Said Maniapah

was

Was the Legal Administratrix to the Land of the Said Joseph for
fending Suits in Defention of the said Attachab in Lawful
of such Indespudable Title and Security Whereas and Said
Said Plaintiffs the Said Sume of Nine Hundred Pagodas
Mortgage Bond or Writing Obligatory Payable on D
date a Copy of Which Said Bond is Annexed to this
said Bill of Complaint and Whereby She Covenanted
Says that the time Limitted for the Payment of the
Nine Hundred Pagodas having Expired and the Said
not having paid the Same nor any Part thereof
was therefore under the Disagreeable Necessity of
her Said Action in this Honble Court Agt the Said Defe
the Recovery of the Said Sume in Manner Aforesaid
this Respondant further Says that he is not Entitled
to the Agreement or Deed of Gift a Translation of
the Said Petition nor can the Same Affect this Re
or Deprive him of the Benefit intended by the
of the Said House and Ground as a Security for
ment of the Said Sum of Nine Hundred Pagodas
this Respondant humbly Conceives that by the
as Any Claim by the Laws and Customs of the
on the Estate of her Husband the Said Joseph
ought to make it on the Said Plaintiffs

of Make it on the said Vinayan as the Administrator to the said Pltf
and Not the Respondant whose Right to the Produce of the said House
and Ground on the Sale thereof towards the Discharge of the said
Mortgage Bond is undisputable and Not to be Alienated by any
Intended the said Pltf May have to said Premises in Question of
where of the Respondent Prays that the said Pltf may be Dismissed
with Exemplary Costs and that the Sheriff may be Directed to
Sell the said Premises as directed by the said Warrants of Execution
towards the Discharge of the Principal Interest and Cost due
due to the said Respondent from the said Nanapan of the
Date

All Which Matters and things this
Respondent is Ready to Aver Maintain and Prove as this
Hon'ble Court shall Direct and humbly Prays to be hence
Dismissed with his Reasonable Costs and Charges in this
behalf. Most Wrongfully Sustained

Dan Thaus

Atty for the Respondent

L. 1107.

L. S.

Know all Men by these Presents that
I Rengalwarayah for and in Consideration of the Sum of One
Hundred and nineteen Pagodas borne in hand paid by Nanapah
Mandelliar

(885)

Moodelliar Have Bargained and Sold and Do hereby Grant
Sell unto the Said Manapah Moodelliar a Piece of Ground
in Length from East to West Eighty feet and in Breadth from
to South forty four Feet together with a Piece of Ground Ad-
Measuring in Length from East to west Sixty Eight feet
half and in Breadth from North to South forty two
Premises Are Situated at Pudu Nack in Black Town
between the Grounds of Subupetlah and Tondaman
To Have and to Hold the Said Ground and every part
with all the Appurtenances now belonging to the Same
Above mentioned Manapah Moodelliar his Heirs
Assigns for ever In Witness whereof I have hereunto
hands in Fort St George this 27 Day of June
and Seven hundred and Sixty One

Signed in Fort St George
this 28th day of June 1761

Matt Clarke
Regr

John Smith
Sam: Ardley
Witness

A True Copy

Dan Shaw
Atty for the Defts

712

(886)

20th. May 1761.

I Pauwapoorukum Mannapah do hereby Grant this Bill of Sale to Drakyapah Thadi to Sagerby Ground Situated at Pedda Naiks Pettah in Ollakye Gardon Ile and the Flower of Seebah Pullay and Tewadoor Nagapah Measuring in Length from East to West 20 Feet and in Breadth from North to South 65 feet together with a Piece of Ground Adjoining Measuring from in Length to West 63½ feet and in Breadth from North to South 65 feet subscribing with the all and every the Appertenances thereunto belonging I sell to you for the Sum of 190 Pags the Receipt whereof I do hereby Acknowledge the Bill Bette of Sale in my name in the Name of Changleroy I have delivered to you And I Promise to Sign to a Further Bill of Sale in your Name. There is no Claime to this Ground of any Appears I shall Clear the Same up for you Witness Canachellum Madelliar and Cannapah Mestry Drawn by Pauwapa Pettah Seella Pullay

/Signd/ Pauwapakum Mannapah

I Do Hereby Translate as near as can be from the Original in the Malabar Language by Sadanayah Court Interpreter

Dan Shaw

Atty for the Defts

(887)

Interrogatories

. Pitchon and Mosomer Johnson

William Hornby on a certain part

the said William Hornby Defendant

and Ranapah Defendant

On the Part and Behalf of the

. Talle the } 1st Do you know the Parties Petitioners and
Witnesses }

. Talle of these Interrogatorys Named on either on both

how long have you known them or either and both

. Ranapah . Moodelliar } 2d Did you or either of
and
Tally . Mootapah } Ranapah . Moodelliar

of the Petition and Answer were to you are Examined

and how long before the departed this life Were they or

Husband to the Petitioners or the Talle of these Interr

Do You or do you Not Know any Matter of Thing of the

. Moodelly marrying a Second Wife If you or either of

the Customs of the Nature of Undertaken the Complaint

marrying a Second Wife during the Lifetime of the

Reserve and Secure to her the former unforeseen

of the Estate? If You did or did not the said Ranapah

Conform the said Custom by Reserve and Secure

said former wife the Talle Tally and Mootapah

And whether Such was or was not done by and with the Consent of his Relations and friends look at the Cadjan Writing Now Shewen to you at this the time of your Examination purporting to be a Deed of Assignment of a House and Ground from the Yagapah Nonapah and Comarapah to the Petitioner made in or in or not your Name Seal and Subscribed as a Witness to & whether the Same was or was not of your own handwritting did you See Yagapan Nonapan and Comarapan Seal and Subscribe their hands thereto and whether the Same was or was not of their free will and consent and whether the Premises therein Mentioned Described are or are Not the Premises in dispute and whether the Said Deed Sufficient According to the Laws of the Malabars Legue a Title of property and possession of the Said House and Ground to the said Petitioner Declare the Same as you know have been informed and do believe also whether the said Nonapan hath or hath not Subsequent to the Execution of the said Deed any right or title to mortgage the Same

To Examine Arongam 3d Are you or any you not Complaint or Related to the Heads of the Malabar Cast If You look upon the Cadjan Writtens now produced at this the time of your Examination & or is not the Same all of your proper hand Writting Except the Different Signatures thereto Subscribed

Did

Did you or Did not do your Best endeavour and Power to Learn the Cast
and Condition of the Hands of the Caste or Casts mentioned in your
Answers Yagapeen Nenapeen and Lomarapeen Chittumbrum
by the said Persons or in and upon your own Person before
Witnessing and Ratifying the Same by Sommanam
Simondayer Venatachellum Comarapeen Mylo Tandavan
Badoe Tirrumengadom and Ramasamy Pauk and Likewise
Thereto Subscribed and ascertained of them Persons hands
and whether the said Persons were or were not at the
the said Lord of the Heads of the Malabar Casts or
of them Brc or are not the Persons on the said Chit
the said Deed mentioned the Same free and Voluntary
the said Deed or not Different Belonging to the Land
of the Malabars to enable the said Lord to the Exp
thereof Declare the Same as your Known hand writ
do believe to the best of your knowledge Yagathrumb
of which your belief fully and Particularly

To. Mootu. Moodelliar
and
Arnachellum } to Look at the Cadjan Writing
Produced and Shewn to you
time of your Examination was Interrupted the
subscribed and did you or did you not the yagapeen
and Comarapeen set Hand Subscribe their Hands

Sheets and make her Surnames Sheets Subscribed on or at the foot of her proper hand Writing— Declare the Same as you know how been informed and do believe to the best of your knowledge together with the Reasons of Such your belief fully and Particularly—

Ditto
Ditto } 5th Do you or do you not know the premises in Dispute mentioned and the Pltf in possession of the Demand in this Cause and was or was not Publickly and Generally Regarded as her property Declare the Same as you know have been informed and do believe to the best of your knowledge together with the Reasons of Such your belief fully and Particularly—

And the Witness } 6 Do you know of any other Matter 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 Pltf Declare what you have been Interrogated unto If Yea Declare the same as you know have heard or believe together with the Reasons of Such your Belief fully as if you had been thereunto Particularly Interrogated

W. J. Duffey
Atty Petr

(291)

Translate of an Agreement or Deed of Gift Dated August 18 1780

Malabar Style

Syagapen the Son of Sundanah Moodelly of the
Cast of Madras doeth this Agreement or Deed of Gift
Saurrenadah Moodelly Son of Sadhapah Moodelly of Tondi
the Province of Tirumgom Chonglanayah Moodelly unto
the Tuticorin Cast of Madras Whereas you
Manyed me & we Joyntly have Procreate a Female
Daughter Punnavadum nea Named Hepe and as you are
Obligation in Nature to Allow any Fond unto the Said
aforementioned that Now you will Agree bring
you Said Daughter Accordingly I and my Brethren
Swamiadeliven & Camarapah doeth this Agreement
Said unto Nellamand Wife of the Said Nellamuttu Cast
hundred Pagodas worth of Lays & My Houses Situated within
Pagoda Street Westward to Mummykotah North Bazar
between the Houses of Nagapillah and Subbay Pillah Hou
Lays Houses &c this to Enjoy freely Forever the Said Nellam
Should hereafter have Occasion to be Possessed further Con
we oblige to give here Child to Adopt out of the Family
we doeth this by our Consent to Samanadah Moodelly
Knowledge Drawn by Annamagom

Signed

115 (892)

Signed by the Last People

Irwarrum Thungaroy

Irwadagar Kondachellum

Conacapen

Mylo Tandavaragen

Sunniarambadas Irwungadom

Vally Modeliapah

/ Signed / Pyagapen

Ramapen

Comarapen

Thier Cadjan Writting was Shewen to Canacapen

Maadellian Vally Modeliapah and Mootoo Maadellia at

the respective times of their Examination before me in the

Affair of the Pet.r and Answer between Nellamah & Willm

Hornsby in a certain Cause wherein William Hornsby is

Complainant and Nonapah Defendant on the 10th and 12th

Day of June 1790.

Before

me

Mayors Court at

Madraspatnam

In the Affair of the Petr. Nellamah

Wherein the said William Hornsby Compt.t

and Nonapah Defendant

On the Part of the Petitioner.

Depositions of Witnesses taken on Oath by and before the

Commissioners as follows viz.

Conacapah

Canacapah. Moodelliar of Madras Inhabitant Aged 55 Years

Thereabouts being Produced as a Witness on the Affair on the Part of the D.

the 12th Day of June 1788 Signified at the Office of Mr Daniel Shaw

for the Respondant who also Left in Court a Note of the Name Titles

. Abode of the said Deponent and Afterwards on the same Day

and Examined Depon thereto as follows Viz.

1st ..... To the first Interrogatory this Deponent Saith that he doth

Pell Mc Namah in this Affair and doth he doth not

ejan or thereabouts and doth he doth also know

William Hornby in this Affair and that he has

from four years or thereabouts and more saith

2d ..... To the Second Interrogatory this Deponent

Dodyegapahs Moodelly in the Proceedings of

answer whereto Examined in the Life time

Deponent this Life and that he was Husband

in the Title of the Interrogatory named and

Deponent doth know that the said yagapah

a Second Wife and that the Custom of the Nativ

in Case of a Husband Marrying a Second Wife during

time of the former to Possess and Enjoy to her the

Same part and Portion of the Estate and that the said

Moodelly did Conform to the said Custom by Poss

Securing to the said former Wife the Said

Part of the Estate but this Deponent cannot

which Said he was known to her but that Such Act was done beyond the Walls the Consent of his Relations and friends and that the Deponents Name is Sett and Subscribed the Cadjan Writing Now produced & Shown to him at this the time of his Examination purporting to be a Deed of Assignment of a House and Ground for the Said Yagapen Nenapah and Comarapen to the Pet and that the same was of his own Proper hand Writting and that this Deponent did See Yagapen Nenapen and Comarapen and Subscribe their hands thereto and that the Same was of their free will and Consent and the Premises thereon mentioned and described are the Premises in dispute and the Said Deed is Sufficient according to the Laws of the Mallabars tagues title of a Property and possession of the Said House and Ground to the Said Pet and that the said Nenapen hath not Subsequent to the Execution of the said Deed any right or title to Mortgage the Same and more Saith not to this or the Said Interrogatories

Sworn before me at Madraspatnam this 6th day of March 1800

Before the Mayors Court at Madraspatnam

In the Affairs of the Petition Nellamah

Wherein the Said William Horne is Complainant

and Nenapah Defendant

On the Part of the Petitioner

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

Valley

(895)

Vallay Mootaapah of Madras Inhabitant Aged 40 years being
sworn before me this Affair on the Part of the Pltf. witness the 12th day of
Signified at the Office of Mr Daniel Shaw mr his Attorney for the Depon
who also left him a Note of the name title and place of Abode of the Dep
and afterwards on the same Day being Sworn and Examined Deposeth
1st ..... To the first Interrogatory this Deponent Saith he doth know
Modelly Plaintiff in this Affair and that he hath no known
he does not know the Defendant in this Affair and more
not to this Interrogatory
2d ..... To the Second Interrogatory this Deponent Saith that he did know
Modelly Plaintiff of the Pltf. and Answers unto the
in the Affirmative and About 30 Years before he deponed that
that he was Married to the Pltf. in the Fort of Madras
named and that this Deponent do the Knows of the said Pltf.
Modelly Having a Second Wife and that she the
the Customs of Indians in the case of a Husband Having
the Second Wife during the life time of the former
known to be the former Wife Some Part and Pltf. of
and that the said Custom by Knowing and Seeing
said Ceremonie was done by and with the Consent of the
and found and that this Deponent upon hearing the
he has Last brought the Cadjan Writing now produced
this the time of the Examination purporting to be

(895)

Valley. Mootiapah of Madras Inhabitant Aged 40 years be-
ing a Witness on this Affair on the Part of the Pltf. on the 12th day of
September 1758 at the Office of Mr Daniel Shaw one of his Attorney for this Cause
who also laid before a Note of the Name Title and place of Abode of the Witness
and afterwards on the same Day being Sworn and Examined Deposeth
1st ..... To the first Interrogatory this Deponent saith he doth know
Modaliar in this Affair and that he hath so known
he does not know the Respondent in this Affair and was
not to this Interrogatory
2d ..... To the Second Interrogatory this Deponent saith that he did hear
Moodelly Proceedings of the Pltf and Answer mention'd
in the Depositions and About 30 Years before he deponed that
that known Husband to the Pltf in the Title of the Bond
named and that this Deponent do the Known of the Said Ty
Moodelly Marrying a Second Wife and that at the
time Custom of Indians in the case of a Husband Marry
the Second Wife during the life time of the former
known to be the former Wife same Part and Pltf of
and that the said Custom by Marrying and Living
said Ty ga pah was done by and with the Consent of
and Friend and that this Deponent upon hearing
he has last brought the Cadjan Writing now produ
this the time of his Examination purporting to

of Assignment of a House and Ground from the said Yagapa Nonapah
and Candapah to the Petitioner said he did Subscribe his Name
to such a Writing but he does not Remember whether he Knew
the said Yagapah Nonapah and Candapah Subscribed their hands thereto
in his presence they Must have done so before he Subscribed but and that
this Deponent is to be heard that the Premises therein mentioned and in
Dispute are the Premises in dispute and that the said Deed is Different
According to the Laws of the Malabar to give a Title of Property and
Possession of the said House and Ground to the said Petitioner but
this Deponent does not know whether the said Nonapah hath
not Subsequent to the Execution of the said Deed any Right or Title
to mortgage the same that this Deponent has heard at the time of
the said Yagapah Death he owed some Money and that his last
Will Directed his Executors to discharge the whole of his
Debts this Deponent does not know that some of Mr Drake People
Pressed the said Yagapa Body after his Decease being Consent
to the said Yagapah Should Indebted in a certain Sum unto the
said Drake People presented unto this Deponents Son named
Constantine Moses who at that time Managed the said Mr
Drake Business so Settled the Matters but how or in what
manner this Deponent cannot tell and More saith not
to this or the last Interrogatory

Q3T Wood

Wilde
Cant

O Mayors Courts

O Madraspatnam

In the Affair of the Petition of
wherein the said William Hornby
and Nonapah Defendant
On the Part of the Pet.

Depositions of Witnesses taken in the Court
the Exam. in this Court as follows viz.

O Mootu Moodelliar of Madras Merchant Aged 45 Yrs
Produced as a Witness in this Affair on the Part of the Petitioners
of June 1790 Signified at the Office of Mr Daniel Shaw where
the Respondent in this Affair who also left there a Note of the
and place of abode of the said Deponent and afterwards on the
being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith that he
Petitioner Nellamah in this Affair and that he hath
ten 30 Years or thereabouts and that he doth also know
William Hornby in this Affair and that he hath
been thereabouts and more for the last Interrogatory

6th ..... To the fourth Interrogatory this Deponent saith that he was
at the Execution of the Cadjan Writing produced and
here at this the time of his Examination mentioned
Nonapah and Pandapah Sd and subscribed
Names thereto but this Deponent was on Days Journey
Chingley

Changleroys house who is on of the Heads of the Castenhem Vyagapen came
thro and brought with him a Cadjan Writing but who there is the
same is not produced and Shewn to him at this the time of his
Examination this Deponent knows Not and doth the Said
Iramanoon Changleroy to subscribe his Name thereto upon which
the Said Changleroy asked the Said Vyagapen whether he had Settle
the Business he Expired but he had given three hundred Pagodas
worth of Joys and Settled his House Situated by Markulnamah
Nayes Bazar or his first wife and also he had got his Brother
Signe to the Said Cadjan Writing and more Saith not to this
Interrogatory

#1 To the fifth Interrogatory this Deponent Saith doth he doth
know the Premises in the Pute and that the Pets was in
Possession of the Same and that they were Publickly and Gene
rally Regarded as her property and More Saith not to this
or the last Interrogatory

Which
Sworn

Mayors Court at
Madraspatnam

In the Affair of the Petition Nullamah
Wherein the Said Walter Hornsby
Complainant and Nonapah Defts

On the Part of the Petts
Depositions

Depositions of Witnesses taken on the Part & behalf of the Pltff on this Court as follows viz.

Examinacion of Mr. Madam Hawker aged 60 years or thereabouts produced as a Witness on the Affair on the Part of the Pltff the 3d Day of June 1760 Examined at the Office of Mr. Daniel Hawkins for the Defendant who also left him exam'd of the Plaintiffs Behalf of the said Defendant and Afterwards on the same Day & Examined the Pltff as follows viz.

1st ..... To the first Interrogatory this Deponent saith that he knows the Pltff in this Affair and that he hath so known him for some years but knows not whether he knows the Defendant or not to this Interrogatory

2d ..... To the second Interrogatory this Deponent saith he was present at the Examination of the Captain Reading now first shewn to him at this the time of his Examination but did see a Paper writing with some Names and Sums of Money thereto but cannot say whether the same be the Bonds & Notes mentioned in this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he was present at the Examination of the Captain Reading now first shewn to him at this the time of his Examination but did see a Paper writing with some Names and Sums of Money thereto but cannot say whether the same be the Bonds & Notes mentioned in this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith he was present at the Examination of the Captain Reading now first shewn to him at this the time of his Examination but did see a Paper writing with some Names and Sums of Money thereto but cannot say whether the same be the Bonds & Notes mentioned in this Interrogatory

5th ..... To the fifth Interrogatory this Deponent saith that he knows the Premises in the Pltff and that the Pltff is possessed of them and that they are Publickly and generally

as her Property and more saith not to this or the last Interrogy.

Welch Exam.

2/2 Pagoda

P. Between William Hornsby of

Madras Inhabitant Complainant and Nimapun

Alias of the Same Place Inhabitant and Brother

and Heir of Ysagapah Moodeliar Deceased

Defendant

Interrogatories to be Administered

to Such Witnesses as shall to be

Produced Sworn and Examined in

a Certain Affair Now depending &

at Issue in the Honble the Mayors

Court at Madrasapatnam wherein

Nellamah of Madras aforesaid

Widow of the aforementioned Ysagapah

is Petitioner and the Said William

Hornsby Respondent on the Part

on behalf of the Respondent

To all the Witnesses } 1st Do you know the Parties Petitioners and Respondent

in the title of these Interrogatories Named or either and which

of them and how long have you known them respectively. And

do you know Nimapah the Defendant aforementioned

if Not a how long have you known him?

To

To Arrachellum Maga Dayaran and Rudrapathy } 2d Dayan or dayanmal know the Ground upon which Stone is dispute is Built? If yes whom Purchased and from whom? & who Built the said Stone and at what or charge? And who Enjoyed the said Stone after Dayan know when or about what time Yagapan this life and who have made any will before his Dies Intestate. Dayan know of any and what Person take Possession of the said Yagapans Estate after he died or died Not who the Person become responsible of the said Yagapans Debts and if yes how do you Same. Dayan know any person or Persons and who did Pay any and what Sum or Sums Sums of Money and of the Estate of the said Yagapan. If yes Specify the Same & yes know or do believe Dayan know whether Petitioners is or are not Regarded as the Reputation Surviving is dispute of not by or for what Reason mitted to dwell in the said House after the Decease Yagapan Dayan or Dayan not know whether any per and who by whose Access Possessed of the title Deeds on Question when these Came after the Death of the yes how and in what manner did the said Person of the said title deeds as you know or do believe or do you not know of the said Pet^r did at any or

Deliver to the Defendant Nonsapien the Title deeds of the Said Premises to
some Bill of Sale in his Name or for Any other and what Purpose the
whole of these Matters to the best of Your knowledge Remembrance
and belief fully and Particularly Declare

2nd Interrogatory. 3rd Are you of Any and what kin to Ufagapien and Comanapien
Deceased and to the Defendants Nonsapien do you or do you not know
who took Possession of any and what part of the Estate of the Ufagapien
upon his Death did or Did Not the Person who took Possession
of the said Estate pay to Any person or Persons and who by
Name Any and what Sum or Sum of Money due and owing
by the said Ufagapien in his life time and are there not any
Debts Still Remaining unpaid do you know or have you heard
that the Slaves in dispute with Sundry Jewells were by any
and what Agreement in writing or otherwise given by the sd
Ufagapien in his life time to the said Pltffs and if not why not
Set forth and Declare as you know or believe do you know who has
the said Ufagapien died or did Not die indebted If Yea how do you
know the Same the whole of this Matter to the best of Your
knowledge Remembrance and belief together with the Reason
of such your Belief fully and Particularly Declare

To Rudonapien Uderonaden and Comanapien ..... } 4th Are you or Any or Either of you employed by the Letter General and Scavenger If Yea in what Capacity

D.D.

Do you or did you or do you Not ask Buy Lease and Bargain for the said Pet^r and demand of him the Payment of the said Seavengers Duty due on the Houses and premises that are what Answer with the said Pet^r give you and the said Rent or Seavengers Duty and you know or have heard Sober Master or manager of the said House Tenement to the best of your knowledge Remembrance and belief together with the Reasons of such your Belief fully and particularly Declare

2^d Dawsons Drake } 5^th Did or did not Ayagapen During the
Peg^a and Vandapah } Year aforesaid Sum or Sums of Money and Rent
other Person or Persons and if known by Name or
other Person or Persons any and what Sum sum
for or on Account of the Estate of the said Ayagapen
thereon or the whole of this Matter the best of
Remembrance and belief together with the Reasons
your Belief fully and particularly Declare

3^d Thoddikal Thapien
Vena Saiveny
Vena the Sum Ayerlapen
Subramany Tevenigadom
Vena Perumaul and
Vena Sastri Ellem

6^th Do you or do you not know
any Person or Persons who
take possession of the Estate
of Ayapen if Yea what Portion
said Estate did he or they

of and when or how soon after the Death of the de

and understood not the Person that took Possession of the Estate
Payor Understate to pay any and such Debts of the said Gregson
and if so why so soon or Cannot the said Petitioner Claim any and
what part of the said Estate as her Right or property and if not
why not and do you or do you not know if the said Petitioner
had any Claim or title to the Mortgage Premises in Question
in this Cause and from whom she ought to make a Demand?
If Yes by what laws or Custom do you know the same 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 Particularly Declare

Childs Summons 7th Do you know whether the said Defendant did Mortgage
Interrogatories the Title Deeds of the House and Grounds in Question in this
Cause to the Respondent If Yes for what Sum of Money did he so
Mortgage the Same and payable at what time and at Interest
do you or do you not know whether the said Defendant was or
was not Intitled to Mortgage the said Premises and if Yes
how and in what manner was entitled to Mortgage the same
and by what laws or and Customs were you or were you not
Present at any and such time time and did you or did you
not See any or such Sum or Sums of Money paid to the said
Defendant on Account of the said Mortgage If Yes Set forth
and Declare what you know and have been Relative to the

Payment

Payment of the Money on Account of the said Mortgage Debt
Mortgage Bond or sum ding Marked Letter A Now Produced
to you at the time of your Examination Signed Sealed
and by you then and there as your Name and the name
other Person Set and Subscribing Witness thereto in
Respective hand Writing the contents of the Said
to the best of your knowledge Remembrance and be
with the Reasons of Such your Belief fully and
Declare

To all the } & Do you know of any other matter or thing
Witnesses } Heard or Can you Set forth Any thing touching the
Question in this Cause that may Lend to the Benefit
of the Respondent Hardcastle that you have not been Duly
Interrogated

Dan'l Hall

A

Know all Men by these Presents that I
the Brother and Heir of Hagarfata Moodliar Deceased
Consideration of the Sum of Nine hundred Pagodas
paid by Mr Matthew Horne by the Receipt whereof
Acknowledged that I Transferred Mortgage and Assign

do Hereby Transfer Mortgage and Assigne to Wm the Said Wm Hornsby
a House and Ground Situated at Pedangoe Pettahan Allutgamer
Street Between the Garden of Sethupettahe & Innalow Nagapettah
Containing in lenghd from E to W 80 feet and in Breadth from
North to S. 45 feet together with a Piece of Ground adjoining
Measuring in lenghd from E. to W. 68 ½ & in B. from N.
to S. 46 feet for which I do Covenant unto Mr Hornsby the Lenders
Bill and a Bill of Sale of Assignment Mortgage from Nonsapah
from Nonsapah Moodelly To have and to hold the said House
and Ground with all Appurtenances now belonging to the
Same assigned unto the Said Mr Hornsby his Heirs Executors
Administrators Assigns Provided never the less that if at the
Expiration of One Year from the Date hereof of the Above mentioned
Sum of Nine hundred Pagodas with the Interest of the Same after
the Rate of Twelve & Cent ⅌ Annum Shall be well and truly paid
unto the Said William Hornsby his Heirs Executors Administrators
And Assigns there and Immediately upon Such Payment the
the Said Nonsapah his Heirs Executors Administrators or Assigns
Shall and do Reposse the House and Ground above Mortgaged
in Case the Said Sum of Nine hundred Pagodas with the Interest
Due thereon or any part thereof Shall Remain due and unpaid
After the time above limitted the Same Having been first
Lawfully Demanded It is hereby Agreed that the Said

Mrs

Mr Hornsby his Hon Executors Administrators & Assigns
and may have recourse to Law at Publick Outcry the Above
Houses and ground Lots and out of the premises
Shall and May Retain the aforesaid Sum of Three
with the Interest due thereon Returning the Remainder
Mr Hornsby his Heirs Executors Administrators or
Witness the hands of the Parties to these Presents
the 1st Day of January 1776

Signed Sealed and Delivered

In the Presence of

This Paper Writing Marked A was Shewn to
Commissioners at the Inspection Office of Short Rents
me in a Certain Affair now depending and to
Hon'ble the Mayor Recorder & Aldermen of
William Hornsby of the Same Place Inspector
of Assize Rents Dominus 1780

Welch Comm

123

(908)

Mayors Court at
Madraspatnam

Between William Hornby of
Madras Inhabitant Complainant
Nicholson Alias of the same place
Inhabitant and Brother and Heirs
Yagapaka Moodelly Deceased Defendant
wherein Nallamah of Madras aforesaid
Widow of the Aforementioned Yagapaia
Petitioner and the said William Hornby
is Respondent

On the Part of the Respondent

Dispositions of Witnesses taken in this Cause by and
before the Examiners in Their Court as follows viz

Arnachellum of Madras Dubash Aged 32 Years on Interrogatories
being produced as a Witness in this Affair on the Part of the Respondent was
on the 23d Day of Decr 1779 Sworn & at the Office of Mr Henry Dispuy
whose Attorney for the Pet Rukn 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
1st To the first Interrogatory this Deponent Saith that he doth know
the Pet Nallamah in this Affair and that he hath so known
her twenty years and doth he Saith also know the Respondent
in this Affair and that he hath so known him four Years &
doth he Saith likewise know the Deponent and that he hath

so

(499)

2 ... Known him About 26 Years and Now doth not to the best
... To the Second Interrogatory this Deponent the Said Joseph
upon oath Deposeth the Honble deputies of Bridd and Hall
... Magdelly grinded the Said Ground from One Thos
... Magdelly and that the Said Ajegapah Magdelly
Brother Nunsapah Built the Said House jointly
upon Copinese exchange and that the Said Ajapa
apah Enjoid the Said House Afterwards until
Said Ajagapah departed this Life about 12 Years ago
Deponent does not know whether he made any
his Death or whether he died Intestate and that
Nunsapah did take Possession of the Said Ajaga
After his Death and that the Said Nunsapah
Responsible for the Payment of the Said Ajagapah Debts
Said Ajagapah Debts Several of his Creditors came and
Body from being buried at such time the Said
Promised to be Answerable for all the Debts of the
and all this Deponent doth know that the Said
Ajagapah to Mr Drake Two Thousand Six hundred
and that he also had one Woodspeckle Sum he
this Deponent does not know Raccoon skins
the Ajagapah and that this Deponent doth
the Said Debts was not Regarded as the Property

Possessions disputed as by the laws of the Last Lombuck the said Yagapen
belonged to Always Customary for one of the Brothers of them to
take possession of the Estate of the Deceased Brother that sometime
after the Death of the Said Yagapen if there be any Ordered that
the said Nellamah to remain in the House possessions disputed and
to removed his family to another house in which he the Deceased
the said Nellamah was permitted to Dwell in the said House
of the said Yagapen and that this Deponent doth know that the
said Nonacpan did become possessed of the title Deeds of the Premises
in Question in this Cause after the Death of the said Yagapen and
that became possessed of them at the time he got possession of
all the Bonds papers & belonging of the said Yagapen and
and that this Deponent doth know that the said Pitt did not
any time disburse to the Defendant Nonacpah the title Deeds
of the said Premises to procure a new Bill of Sale in her name
or for any other Person and denies Saith not to his Interrogy
The third Interrogy this Deponent Saith that the Brother to
Yagapen and Conacapen Deceased and the Defendant Nonacpen
and that he knew that the said Nonacpen took possession
of the Estate of the said yagapen upon his Death and that the
said Mr Drake two thousand six hundred Pounds due and
owing by the said Yagapen in his lifetime and that there are
no Debts that remaining unpaid that this Deponent

does

Does not know nor has been heard that the Honble Dft
on the Sunday Lords monthly Day Agreements were Made
thereon given by the said Plaintiffs on but left them to
Etc. That if the said Plaintiffs had been done as they
said he thinks he ought to have Received Not have known
it had been with the Consent of all the said Plaintiffs
and that this Deponent doth know that the said Pl
Prison Debts and that he became Engaged there
Many of the said Plaintiffs Creditors after the
and Prisoners & the Day being Expired Mr
Defendant promised to pay off all his Debts
so the Matter Rests on the last Sentence

Welch Exam.

At the time of signing this Deponent saith
Demands of the said Plaintiffs Debts was more
Estate was able to Discharge which he the
Person for the said Debts not being Expended
as the Purposes of the said Honble Trust
in dispute and more saith not

Welch Exam.

(913)

Mayor's Court at Madraspatnam

Between William Hornsby of Madras Inhabitant Complainant and Nonapen Wife of the same place Inhabitant and Brother and Heir of Yagapah Moodeliar Deceased Defendant Before mentioned Yagapah is Pltf and the said William Hornsby is Deft

On the Part of the Respondent

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

Mangadangen of Madras Canoapoly aged 38 Years or thereabouts being Endorsed a Witness in this Affair is on the 27th Day of Decr 1749 signified at the Office of Mr Henry Dupley Attorney for the Pltf by Candapa 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.

To the first Interry the Deponent saith that he doth know the Pltf in this Affair and that he hath so known her Years and doth he also know the Respondant in this Affair he doth he hath known him 40 Years and doth he likewise know he doth he hath known him 15 Years and Upwards and more he doth not to the Interry

To the Second Interry the Deponent saith that he doth know

known the Ground upon which the Messe or dwelling House Built by the
Ysagapun Moodelly purchased the Said Ground from the
Moodelly and that the Said House was Built by the
the Defendant Nenaapun the Letter or whether the Said
the house aforesaid Built the Expences or Charges of the
Said Ysapun and Nenaapun he made any writing between
or whether they Did Jointly Build but the Defendant
Said Nenaapun did take possession of the Said
Estate after her Death and that the Said Nenaapun
Responsible for the Payment of the Said Ysagapun
immediately after the Death of the Said Ysagapun
appointed and Invested to be Head Over Deceased
Estate the Said Nenaapun at that time possessed
Robert to discharge all the Said Ysagapuns Debts
Then Defendant do not know that the Said Nenaapun
Mr Drake or Wardsfields and some other of the
some Money and of the Estate of the Said Ysagapun
The Defendant does not Know to what amount
that the Defendant do not know that the Said
and Regarded or Considered as the Personal
Estate and Effects and Even the Said Nenaapun
Therefore According to the Laws of the Land
the Said Ysagapun belong his Brothers and

take the Possession of the said Estate and Effects and that the said Petitioner did Dwell on the said House after the Date of the said Pagaphon and that the said Nanniaphen did become possessed of the Title Deeds of the said premises and at the same time he took possession of of the rest of the said Pagaphon Effects and that this Deponent do Knows that the said Pltf did Not at Any time deliver to the Defendant Nanniaphen the Title Deeds of the said Premises to procure Power Bill of Sale in her Name or for any other Purpose and more Saith not to this or the last Interrogatory

Worth Exam.

Sworn to

Mayors Court at Madrasapatnam

Between William Hornby of Madras Inhabitant Complainant on Nanniaphah also of the same place Inhabitant and Brother and Heir of Pagaphen Modelliar of Deceased Defendant wherein the Hillarah of Madras aforesaid Widow of the aforementioned Pagaphen is Pltf and Whereon William Hornby is Respondent

On the Part of the Respondent

Depositions of Witnesses taken in this Cause by and before the Examiners in the Cause as follows viz

Rudraphen

Rudderspen of Hadras Hutter Aged 61 Years being Produced
Witness in the Affair on the Part of the Respondent Sworn the 31
of December 1779 Signed and Affixed at Office of Mr Henry Dupuy
to Attorney for the Petitioner who also the Petitioner Enters
name title and place of abode of the said Deponent and
on the Same Day being Sworn and Examined Deposeth
1st ..... To the first Interrogatory this Deponent Saith
doth know the Pet. in this Affair and doth
so know him 20 Years or there about but doth
know the Respondent but he doth know him
in this Town 25 Years and more Saith
to
Interrogatory
2d ..... To the Second Interrogatory this Deponent Saith
doth know the Ground upon which the
Deponent resides that Gagapen Mackly
the Ground from Bro. Christopher Mackly
the Said Gagapen and the Defendant Now
Inhabits the Said House and that to the
or Knowledge of the Said Gagapen and that the
Gagapen and Renagapen did both Live in
House After it was Built and that the
Deponent the Left about 7 Years Ago to the
Defendant

Deponent remembrances but this Deponent does not know whether he made any Will before his Death Died Intestate and this Deponent doth know that the said Nimapen did take Possession of the said Ugagans Estate after his Death and was the said Nimapen did Died become Responsible for the Payments of the said Ugagans Debts and that this Deponent being informed by the said Nimapen that he had undertaken to discharge all the said Ugagans Debts and this Deponent likewise saw all the said Ugagans Nimapens Accounts and that this deponent doth know that the said Nimapen did Pay Mr Drake One Hundred Pistols and other unknown sums this Deponent does Not Remember to the Amount of four thousand Pagodas out of the Estate of the said Ugagan and that this Deponent doth know that the said Pitt was not Regarded as the prosperity of the said premises in dispute and because it is the Custom According to the Laws of the East to which the said Ugagan belonged for the Brother of the said Died to take possession of the said Estate and Effects and to Allow the same Dues of the said Died whatever sum he made think proper for her maintenance that sometime after the Decease of the said Ugagan there arose a Dispute happened between the said Pitt and the Family of the said Nimapen hereforenamed he Family into another House and permitted the said Pitt to remain in the House now in Question and that this

Deponent

Deponent doth know that the Said Plaintiffs did bring
of the Title Deeds of the Premisses in this Cause mentio
of the Said Plaintiffs and that the Said Plaintiffs
and that this Deponent doth know that the Said
at Any time Delivered to the Defendant Plaintiffs
Deeds of the Said Premises to procure some Settl
her Name or for any other Purpose that Deponent
After the Death of the Said Plaintiffs this Deponent
all the Bonds Papers &c belonging to the Said
Among which he saw the Deeds of the Premi
which were at that time in the Possession of
And More Saith Not to the Interrogatory
To the fourth Interrogatory this Deponent Saith that
by the Bond at present and in the Custody of Plain
Deponent never did to the best of the Said Plaintiffs
of the Payments of the Said Bond and Interest
The Known Deponent Saith Company and to
To the Said Plaintiffs and this Deponent
She had to Save She had Nothing to do
of the Said Plaintiffs Entered them together
which they Pursuing did make Said Premises
and this Deponent does Conceive the Said Plaintiffs
the Sole Mortgagees of the Said Premises
Said Bond to this or the Said Interrogatories Sought

Welch
Comr

Mayors Court at
Madraspatnam

Between William Hornsby
of Madras Inhabitant Complainant and
Nammah Alias of the same place Inha
bitant and Brother and Heir of Yagapen
Moodeliar Deceased Defendant
in behalfe of Nellamah of Madras aforesaid
Widow of the Aforementioned Yagapen
in Petitioner and the said William
Hornsby in Respondent

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

Vadanadan of Madras Coneapoly Aged 53 Years or thereabouts being produced
as a Witness in this Affair on the Part of the Respondent was on the 29th Day
of Decr 1779 Signed at the office of Mr Henry Dupuy in their Att'y for the
Petitioner to testify his Name Title and Place of Abode & the
same Depot and afterwards on the same Day being Sworn and Examined
Deposeth as followeth

To the first Interry this Deponent Saith he doth know
the Pet. Nellamah in this Affair and that he doth so known
her 25 Years but he does not know Respondent in this
Affair but he doth know the Defendant in this Cause and that he
hath so known him 30 Years and more Saith not to this
Interry

To the fourth Interry this Deponent Saith he has employed
by the Initial General and Scavenger and in the Capacity
of Head Coneapoly and that this Deponent did About 6 year ago
send a Peon as this Deponent was called on the Street till he
returned

returned to attach upon the said Pet and Demand of the
of the Said Rent of Scavenger Duty due in the Town
in the Cause and the said Pet Expelled Sheriff
Demand him to grand Command the Same from
the Deponent and Accordingly the said Sheriff
Sum aforesaid the said Lord Pentlandsum
Ennard the Pett and the Deponent doth Com
Sum aforesaid to be the Sole Master or Manager
and more Saith not to the Cor the said Interrog

Sworn
Coram

Mayors Courts at Bengal
Madrasphatnam

Madras Inhabitant
and Bengal Mayors
Inhabitants and Bombay
Mayors Inhabitants
Mayors Court Madras
Bengal. Recorders
Court of the Governor
in Pett and the Inhabitants
to Confirmed

Depositions of Witnesses taken and
before the Examiners in the Cause depending
Cannaston ats. Mr Thomas Lloyd Esqr late Mayor
Mr Stevens the Assistant to the Said Mr Lloyd
of December 1779 Sworn and the Affirmation of
in his Attorney for the Pett and the said Mr

(920)

and Place of Abode of the said Deponent and thereupon on the same being Sworn and Examined Deposeth as follows viz

To the first Interrogatory this Deponent Saith he doth he that know the Pltf. Kildonaden this Affairs and that he hath so known for 20 Years last he does not know the Respondent in this Affair but he hath known the Defendant in this Cause and that he hath so known him about 20 Years and more Saith not to the

To the fourth Interrogatory this Deponent Saith that he was Employed by the Lord Advocate General and Scavanger in the Capacity of a Porter and that he and the Head Constable only on Wednesday did Call upon the said Pltf. and Demand of him the Payment of the Land Tent and Scavengers duty due on the House in Dispute in this Cause 1775 and that the said Pltf. told this Deponent and the said Kildonaden that he had No money and that Reason the Defendant that the Bill of Sale Title Deeds of the said House and desired them to go and Demand the said Duties from the Defendant in this Cause which they Accordingly Did and that the said Defendant paid the Amount thereof so owing to the Hands of the said Haydonaden and Receipted the Rent of Generals and Scavengers Bills - and more Saith not to this or the last Interrogatory

Wm. R. Pearl

The J. Marsh
of Landaper

(921)

Mayor's Court at

Madraspatnam

Between William Ford
Archdeacon and Barbara Ann
Woodhouse Dawson Defendants
& Nathaniel Forbes Madan Assignee
of the Aforementioned Eagapa
and the Said William Woodhouse

On the Part of the Defendants

Depositions of Witnesses taken on the
and before the Comm.rs in the Court as follows

Dawsonne Drake Esquire of Madraspatnam
aforesaid being produced as a Witness on the
Part of the Defendants was on the 27th Day of December
at the office of Mr Henry Dr Pury members duly sworn
also first interpreter of the Name Tellivandy Veeranah
Defendants and afterwards on the same Day being duly
Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent doth
not know the said Defendants
mentioned in the Interrogatory

5th To the fifth Interrogatory this Deponent saith
That on the Day that the mentioned Articles
in that Interrogatory are stated to have
been executed the whole of the Damars in the
Eagapan had not been paid
discharged and more than what is

Welch
Comm.rs

Dawson

Mayors Court at Madraspatnam

Between William Hornby of Madras Inhabitant Complainant and Kunapen alias of the same Place Inhabitant and Brother and Heir of Yagapen Modelly Deceased Defendant touching Nellamah of Madras aforesaid widow of the aforementioned Yagapen as Ptt and the said William Hornby

On the Part of the Respondent

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

Verdapah of Madras Merchant aged 45 years being produced as a Witness in the Affair on the Part of the Respondent was sworn this 9th Day of January 1760 Signed at the Office of Mr Henry Dickey whose Way for the Pt. 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

1st To the first Interr this Deponent Saith that he doth know the Pt in this Affair and that he hath so known him about 20 years and more saith not to the Interr

To the 2d Interr this Deponent Saith that Yagapen deceased Husband to the Pt and to the best of this Deponents Remembrance Died in the Month of December one thousand seven hundred and Eighty and that he was buried in the Month of December one thousand seven hundred and Eighty Sept and that Part of the said Money was paid

Read by Mr Venkatachellum to the Deponent Doth &
Hee Deponent Absconded from Madras and that
Enquiring Ballance which was about Rupees
Hee Deponent Demanded of the said Defendt
Causeeake but him off from time to time the
at last under the Necessity of filing a Bill
Hee Humble Court Agt the said Defendant whe
Hee Deponent Demand and Now Saith
the last Interrogatory

Which
Deponent

Mayors Court at
Madraspatnam

Between William Hor
Inhabitant Complainant and
of the Same place Inhabitant
and Hee of Jyngapah Hou
subscribes Petitioner of the
Widow of the Deceased
Edward the Lord William Ho

Pro the Defendt the Repl

Depositions of Witnesses taken on the
the Court in the Cause depending

Cuttchallapa of Madras Coringhy Gent. Sworn
being Produced as Witness for the Affirmer on the Behalf of the
the 29th Day of March 1780 Deposeth & the Affirmer of the
who is Attorney for the Defendt who hath been Present
and Privy of what is Deposed & the said Deponent to and