GL 12000

Vol. 5B

246

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Years months in partnership and these Defts are ready to give the Complt Euiran te
his own way upon substantial Proof of these Defendants having Voluntarily
broke off from their Partnership in 3 months as the Complainant alledges
in his said Replycation and the reason why these Defendants did not before
but when at the time the Complainant Demanded his Ballance due
object against the Dr 22:24 which is because they had not an Entire Light of the
Accounts kept by the Complainant.

As to the second Exception of the Complainant to the second Article for those
Deft Chinging Rs 35: 27 for Cows bought of Hallarday they say that they did
not buy them in Breach of the fifth Article of their Contract annext to the
Complainants said Replycation for he pretends that that these Defendants paid the
above mentioned sum of Pagodas 35: 27 for the Cows at the request of the
Complainant and therefore these Defendants have Debited him for it in their
Account And these Defendants know nothing of Catchella's having purchased the
said Cows for Account of the Complainant, nor of the Credit he has given Catchella
in his Separate Account, nor does it concern these Defendants at all but the
money they have paid on that Account as before said, in which these Defendants can
prove and also that Catchella never paid any Consideration for the said
Cows.

As to the third Exception of the Complainant to the 3d Article of
Pg 19: 75 arising on the prime Cost of 73 Cows delivered to these Defendants
at the Dissolution of Partnership these Defendants do Admitt the argument of the
Complainant in his said Replication relating to the affair of Cows so far as to
the 20th day of February 1741/2 being the time that Charles Mitton one of these
Defendts

Defendants hath signed the Contract annexed to the Complainants Replication, and after then that appears by the Complainants own Account Cattle in Copartnership an Acct. of 225 Cows bought by him the 30th of May 5782 (the price of every Cow is not Distinctly mentioned) at Pagodas 2: 21. 58 each amounting to Pc. 585. 27. and these were also appriz'd by the Complainant at Pagodas 3. 1. 67 each one with another adding the Charges thereon which the Complainant should not do afterwards without the Knowledge or Consent of these Defendants as it was in the Compl.t power before these Defendants entred with him into Partnership to put what price he pleased to 207 Cows then remaining on hand and the Complainants charging the last remaining 150 Cows that have been Divided between the parties concerned therein at Pag.s 3: 1 67 each is a Prejudice to these Defendants as they will shew here the disadvantage that attends these Defendants That the Complainant advanced money to buy Cows and pay Charges in keeping them and these Defendants paid Interest on the whole of their half proportion also paid their half Charges aforesaid out of the Profit arising on the Sales of Cattle and the Complainant upon Transferring the remaining Cows to anew Account and appraizing them with Charges paid before thereon hath Entranced the price of them besides these Defendants paid Interest on the Charges included in the price of Cows over and over and such additional price put by the Complainant on them occasioned such difference of Pagodas 9 19 75 which these Defendants have debted the Complainant for and to make the thing more plain, these Defendants say that the Complainant Charged the aforesaid 75 Cows with Charges that had been Discharged by the preceding Sales and so Charging them again with the same Charges, is an over charge which with the Interest these Defendants paid thereon defends their Proportion so much as it amounts to of the dividing Profit on such Sales of Cattle as there hath been which is to the advantage to the Complainant and

themselves

otherwise what comes out of his proportion after the Rate, as he being the only Receiver of the money to pay to himself.

As to the fourth Exception of the Complainant to the 4th Article of Pagodes M.N. 39 these Defendants to say as aforesaid with regard to Pagodes 9.20. 75 Comprehending the one and the same thing.

As to the 5th Exception of the Complainant to the 5th Article of Pag.s 2 for the Straw that hath been used before the Partnership now disclosed these Defendants do condescend to the Proof the Complainant offers to give in the Cause.

As to the sixth Exception of the Complainant to the 6th Article of Pag.s 20 these Defendants Charged him for their half of 30 pieces of Salt Beef these Def.s absolutely deny that they ever had a large Cask or Leaguer full of Salt Beef as the Complainant now pretends to Account with him for the same.

As to the Complainants remarks in his said Replycation these Def.s say that they have been all along kept in the Dark and never before now they were thoroughly acquainted with the Complainants Transactions in the affair of Cattle in Partnership, and therefore these Defendants do now, if not before, Claim their right and due, and these Defendants make it Observable that the Complain.t calls their Account particulars relating to their Partnership needless and Erroneous when the same agrees with the Ballance of his Account Current, except the six Article these Defendants objected to, which they Humbly hope this Honble Court will think reasonable to grant them and further these Defend.s pray this Honourable Court as the Complainant hath been the occasion of their producing so long Account particulars to Vindicate themselves from the Charge of the Complainant and Do these Defendants with an unjust a Ballance of his Account will be pleased to Order the Complainant to pay the Cost of these Defend.s

The

Mr Courhouse to be Decided, since the Great Rains last Winter fell down
and not in the manner the Complainant falsely setforth in his said Replycation
and these Defendants deny of the Complainants having before the Commencement
of this Suit offered any such Price as 25 Pagodas for the said Courhouse or
otherwise to sell it at the aforesaid price Notwithstanding that these Defendants
Submitt to the Complainants Surrender of the Rubbishes Tools &c. in their Custody
to be sold together with the Materials of the said Courhouse either at Outcry or
at Valuation, as this Honourable Court shall Direct

Mr Fallows which the Complainant mentions in his said Replycation
to have sold One Hundred weight at Janams 27 ½ Pound differs neither a Pagoda
and 28 Janams from the amount thereof at the foot of these Defendants Account
Partnership with the Complainant

As to the request of the Complainant for having Referees appointed to
Inspect into the Accounts these Defendants wholly Submitt themselves to such
Order as this Honourable Court will be pleased to make in this behalf

And these Defendants also say as in and by their said Answer they have
already said and do and will Swear and maintain all and every thing and
things therein to be true and certain in such manner and form as they and
every of them are therein alledged and Expressed

William Dampier Esqr
Attorney for the Defendant

Interrogatories to be Administred to
such Witnesses as shall be produced Sworn and
Examined

Examined on part and Behalf of the Complainant in a certain Cause wherein Peter Deneker of Fort St. George Merchant is Plaintiff and Charles and Mary Milon of the said place Defendants.

Imprimis Do you know the parties Complainant and Defendants in this Cause or either and which of them and how long have you known them or either and which of them Declare.

2. To Tagayah, Tangamiah, Egumbrum, Tombe Nina, and Chanyille

Item Do you remember the Complainant and Defendant were in any partnership, if yea what Partnership, was there any Quarrell or Dispute arose betwixt the parties, if yea, who was the Occasion of such Quarrell, did the parties ever break of Partnership and how many Months were the Parties Separate, what money was due to the Defendants, and what money was paid to the Defendants, and for what reason paid

3. Item Do you remember any dispute arising about Salt Beef, if yea in whose possession was it, what quantity do you think there might be, what became of such Beef and what Account hath been given there of Declare

4. Item Do you remember a Cow house betwixt the parties, if yea, what do you think is the worth of that Cow house, now as it stands, and what Condition is it in at this time Declare.

5. Item Do you know or can you say any other Matter or thing material to the Compltt in this Cause if Yea set forth the Same as you know, have you heard, or do believe with the reasons of such your knowledge or Belief Declare

Henry Dorril.

Att. for the Complainant

542

Mayors Court at Madraspatnam } Between Peter Dencher is Complainant
and Charles and Mary Milton Defendant

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

Taggapah of Madras Coniceply aged 50 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 29 day of November 1748 Sworn at the Office of Mr Wm Dumbleton Attorney for the Defendants by Conneapa who left a Note of the name Title and place of abode of the said Taggapah and afterwards on the same day being Sworn and Examined Deposeth as follows.

1. To the first Interrogatory this Deponent saith That he hath known the Complainant 12 years, The Defend.s Mr Milton 8 years and the Defd.s Mary Milton 2 Years or thereabouts.

2. To the second Interrogatory this Deponent Saith That he remembers the Complt and Defendants were in Partnership together in the Cattle Trade and that a Dispute arose between them occasioned by Mary Miltons breaking off Partnership This Deponent knows not how many Months the parties were Separate Neither can he say what money was due or paid to the Defts To the third Interrogatory this Deponent Saith That he remembers a Dispute about Salt Beef in the Defts possession but cannot say what Quantity there might be of it, That he heard it was all Spoild Except Bar 5 pieces which the Defendants sent to the Complainant, what was Spoiled the Defendants Spoiled was Given to the Dogs To the fourth Interrogatory this Deponent saith That he remembers a Cow house between the Parties That it formerly was North Souwly

Seventy Pagodas but this Deponent does not think it now worth above two Pagodas, it being almost Demolisht= and more saith not to these or the last Interrogatory

Joseph Githin Exam.t

Saggapah

Sangamiah of madras taildy a Servant to the Complainant aged 20 Years or there abouts being produced as a Witness in this Cause on the part of the Complainant and Sworn and Examined Deposeth as follows

1. ..... To the first Interrogy this Wit.s Saith that he hath known the Complainant and the Defendant Charles Milon 6 years and the Defendant Mary Milon he has known 12 years or there abouts.

2. ..... To the 2.d and 3.d Interrogys this Deponent saith that he Remembers the Compl.t & Defendants were in Partnership together in the Cattle Trade and that a Dispute arose between them Occasioned by the Defr Mary Milons breaking off Partnership This Deponent knows not how many months the parties were Seperate neither can he say what money was due or paid to the Defendants ..... To the 3.d Interrogy this Deponent Saith that he remembers a Dispute arose but Salt Beef in the Defendants Possession but cannot say what Quantity there might be of it, That he heard it was all Spoild Except two or three pieces which the Defendants said to the Compll what was Spoil'd the Defr Mary Milon declared was given to the Doggs. To the 4.th Interrogy this Deponent Saith that he remembers a Consultation between the parties formerly worth about 70 Pagodas but it is now fallen down and more saith not to these or the last Interrogatory

Joseph Githin Exam.t

Sangamiah

224

Yeakambrum of Madras Comicoply Caticy sworn to the Complainant aged 30 years or thereabouts being produced as a Witness on the Cause on the part of the Complaint: and afterwards being Sworn and Examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known the Complainant and the Defendant Charles Milton for 5 years and the Defendant Mary Milton he hath known 10 years or thereabouts.

2d To the second Interry this Deponent saith, That he remembers the Complainant and Defendants were in Partnership together in the Cattle Trade as also that a dispute arose between them occasioned by the Complainants breaking off Partnership he further saith that the parties were Separate about 5 Months but cannot say what money was due or paid to the Defendants. To the third Interry this Deponent saith that he remembers a Dispute about Salt Beef in the Defendants possession but cannot be certain as to the Quantity that he saw a Salt fish which he Imagines might contain about Ten or Eleven pieces, two or three of which were sent to the Complainant the remainder the Defts declared was Spoiled and given to the Dogs. To the fourth Interry this Deponent saith that he remembers a Cow house between the parties which was formerly worth about 60 Pagodas but it is now ruinated there remaining no more of it at this time than the Muddy walls and more saith not to this or the last Interrogatory

Joseph Githin Exam.d Yeakambrum

Somby Ninah of Madras Butcher aged 20 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and affirmed being Sworn & Examined Deposeth as follows.

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

two

Two years or thereabouts but has no certain knowledge of the Defendants.

2d To the second Interrogatory this Deponent saith That he remembers the Complainant and Defendants were in Partnership together in the Cattle Trade and that a dispute arose between them occasioned by the Defendant Mary Milton's breaking off Partnership This Deponent knows not how many months the parties were Separate neither can he say what money was due or paid to the Defendants To the 3d Interrogatory this Deponent saith that he remembers a dispute arose about Salt Beef in the Defendants possession but cannot say what Quantity there might be of it That he heard it was all Spoiled and given to the Dogs. To the fifteenth Interrogatory this Deponent Saith That he remembers a Cow house between the parties That it is intirely Demolished there remaining no part thereof now but the Mudd walls and more saith not to these or the last Interrogatory

Joseph Lithien Exam[d] The mark of Tomby Ninah

Changellee of Madras a Dealer in Cattle aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows

1st To the first Interrogatory this Deponent saith that he hath known the Complainant 5 years the Defendant Charles Milton 9 years and the Def[t] Mary Milton 10 years or thereabouts.

2d To the second Interrogatory this Deponent saith That he remembers the Complainant and Defendant were in Partnership together in the Cattle Trade as also that a Dispute arose between the parties But cannot say who was the occasion of the Dispute or further to any particular Questions enquired off in this

or

or Shetford Interrog. To the fourth Interrog this Deponent saith that he remembers a
Contract between the parties that is now ruinated there remaining no more at
this time than the Mudd walls and more saith not to this or the last Interrogatory

Joseph Gibbon Exam.ⁿ

Remark of Chancellor

Interrogatories to be administred to such witnesses
as shall be produced sworn and Examined on behalf
of the Complainant in a certain Cause wherein one Peter
Dencker of Madras Merchant is Complainant and
Charles and Mary Milton is Defts.

To all the Witnesses Imprimis Do you know the parties Complainant
and Defts. in this Cause or either and which of them and how long have you known
them or either and which of them

2d Do Jaggepah Coniapby Item Do you know of any of the Transactions
that have passed in Partnership Between Peter Dencker and Charles and Mary
Milton if you so set forth all you know all you have heard and all you do believe
with the reasons of such your knowledge or belief Do Dose

3d Do Tillesinga Coorkeeper Item was you ever concerned in the Cattle Trade
with Peter Dencker if you so set forth what profit you shard in the sale of such Cattle
how many Cattle was Remaining at the Dissolving your Partnership and what
price did such remains stand at in your Accounts Declare

4th Do Catchella Coorkeeper Item was you ever concerned in the Corn Trade with
Peter

Peter Dencker and Tettevinga if you, say what Profits you shared in the said Concern what remains of Cattle was left at breaking off and what each Cow stood at in your Account Declare

14 5 To Subremony Comicophy Item Do you know any Transactions that passed in the Cow Trade between Peter Dencker, Catchella and Tettevinga if you say what Profits the parties shared what remains of Cattle was Left at Breaking off and what each Cow stood at in your account kept for Catchella and what year or Month the said partnership was Broke off can Catchella read, write, or keep account Declare

14 6 To Nellamootta Coachegeer Item Do you know or can you say any thing concerning a parcel of Straw that was purchased in the Partnership what Quantity was bought and what became on it to whose use was it applied Declare

14 7 To all the Witnesses Item Do you know or can you say any other matter or thing material for the Complainant in this Cause if you relate the same as you have heard or do believe with the reasons of such your Knowledge or Belief Declare

Henry Deveil attorney for the Complainant

Mayors Court at Madraspatnam

Between Peter Dencker ..... Complainant

&

Charles and Mary Milton Defendts

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

Tagapah of Madras Comicophy to the Complainant aged 50 years or thereabouts being produced as a Witness on this Cause on the part of the Compt was on the 25th day of March 1745/6 Sworn at the Office of Mr Wm Dumbleton Attorney

Attorney for the Defendants by Commission who Left a Note of the name Title and place of abode of the said Jaggapah and afterwards on the same day being Sworn & Examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known the Complainant about 42 years the Defd Charles Milton 36 years and the Defendant Mary Milton 20 years or thereabouts.

2d To the 2d Interrogatory this Deponent Saith that he is acquainted with some Transactions relating to the Partnership between the Complainant and Defendants which follows, Thayanahs Commenced partnership the first time in the year 1741 when Cakkella was joined with them That they Continued 5 or 6 months when the Partnership being dissolved the accounts was Settled and there appeared a Ballance of £22: 2s 4d due to the Defendants who then demanded payment thereof but the Complainant at that time refused whether it has since been Discharged knows not he further saith that the Defendants afterwards Joined in Partnership with Mr. Phillips and the Complainant with Cakkella and Tellesinga in the Month of Jan. 1741 and Continued till the 10th of February following in which Term of time there had been shared as profit between the Complainant Cakkella and Tellesinga the Sum of 168: 23 35. That the Complainant turned out Tellesinga and Joined a second time with the Defendants and Cakkella at which time he had the Stock of 27 Cattle value 119: 7: 10 what has since passed this Deponent knows not having left the Service, and more saith not to this or the last Interrogatory.

Joseph Githin Exam.r

Jaggapiah

Tellesingar of Madras Dealer in Cattle aged 32 years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant

Complainant and afterwards being Sworn and Examined Deposeth as Followes

1st To the first Interrogatory this Deponent Saith that he hath known the Compl.t 5 years The Defendant Charles Milon 3 years and the Defendant Mary Milon 10 yrs or thereabouts.

3d To the third Interry this Deponent Saith That he was Concerned in the Cattle Trade with the Complainant 3 months and that he received upwards of 20 P.s as his Share of Profit on the Sale of Cattle but cannot Say the amount of the whole That 207 Cows remained at the Dissolving the Partnership Value P.s 719: 7: 10 and more Saith not to this or the last Interry.

Joseph Gilkin Exam.t

Sellesingar

Cattchalla of Madras Dealer in Cattle aged 32 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant, and afterwards being Sworn and Examined Deposeth as follows.

1st To the first Interrogatory this Deponent Saith that he hath known the Complainant 8 years the Defendant Charles Melon six years and the Defendant Mary Melon 10 years or thereabouts.

12th To the 12 Interrogatory this Deponent Saith that he was concerned in the Cattle Trade with the Complainant but cannot recollect what profit was shared there on neither can he remember what remains of Cattle was Left at the breaking off Partnership That the price of the Cows was from a Pagoda & a ½ to 3 Pagodas — and more Saith not to this or the last Interrogatory

Cattcha

Joseph Gilkin Exam.t

Subramoney of Madras Caniaghy aged 28 years or there abouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st 4th 5th To the first 4th & 5th Interrogs this Dep.t saith That he hath known the Complain.t and the Def.t 3 years & the Def.t Catchalla and Setteringa shared the sum of 28 Rup.s as Pr.t on the Sale of Cattle and that 218 Cows remained at the breaking off Partnership which was computed at about three Rup.s ahead he further saith that the Partnership was broke off on the Tenth of Febry 1741/2 and that Catchella can neither read, write, or keep Accounts and more saith not to this or the last Interrogatory.

Joseph Gethin Exam.r — Subramoney.

Nella moota of Madras Coothiapo aged 28 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st To the first Interrog this Deponent Saith that he hath known the Complainant and the Defendant Mary Milon 3 years and the Def.t Charles Milon he hath known 3 years or thereabouts.

4th & 5th To the Sixth Interrogatory this Deponent saith That he knows a Quantity of Straw was purchased in Partnership to the amount of 5 Pagodas That a part thereof to the value of a Pagoda and a half was applied to the use of the Cattle wherein the parties were Jointly Concerned and the remainder was sold by Catchella and more saith not to this or the last Interrogatory.

Joseph Gethin Exam.r — The mark of Nella moota

Interrogatories to be administred to each Witness

4
5 To all the Witnesses Do you know or can you say any thing more material for the Defendants Declare.

William Dumbleton
Attorney for the Defendants.

Mayors Court at Madraspatnam } Between Rbt Doncker ——— Complainant
Thos Chas and Mary Milon ——— Defendants

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

Catchally of Madras Dealer in Cattle aged 32 years or thereabouts being produced as a Witness in this Cause on the part of the Defendants was on the 2d day of March 1744/5 shewn at the Office of Mr Henry Dowell Attorney for the Complainant by Connicapa who Left a Note of the name Title and place of abode of the said Catchally and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st To the first Interr. this Deponent Saith That he hath known the Complainant 8 years the Defendant Charles Milon 6 years and the Defendant Mary Milon 20 years or thereabouts.

2d To the second Interrg this Deponent Saith that he knows the Cadjan now Shewn him at this his Examination marked thus W.D that it is Alleboys Receipt to the Defendant Chas Milon for the sum of 35. 27 paid him at the time he gave it by the said Defendant on account of Eleven Cows he had bought of Alleyboy and more Saith not to this or the last Interrogatory

Joseph Githin Exam.r

Catcha

Subramaney of madras Coniccply aged 28 years or thereab.ts being

being produced as a Witness on this Cause on the part of the Defendants and after wards being Sworn and Examined Deposeth as follows.

1st To the first Interrogatory this Depnt. Saith that he hath known the Complainant & Defts. 5 or 6 yrs. or thereabouts —

2d To the 2d Interrogatory this Deponent saith that he wrote the Cadjans now produced and Shewn him at this his Examination marked from No. 1 to 9 by the directions of the Defendant Mary Stilon That they contain the accounts of Cattle bought and sold between the parties as also the Changes thereon he further saith that he did read the Contents of the said Cadjans to Mr. Monier in order to have them put into English and more Saith not to this or the last Interrogatory

Joseph Githin Exam.t Subramoney.

Moodu of Mydras Dubash to the Defendants aged 20 years or thereab.ts being produced as a Witness on this Cause on the part of the Defendants and afterwards being Sworn and Examined Deposeth as follows

1st To the first Interrogatory this Deponent Saith that he hath known the Compl.t & Defts. 4 years or thereabouts

2d To the 2d Interrogatory this Dep.t Saith that he drew the writing on the Cadjan marked J. P. now produced and shewn him by his Master the Defendant Charles Stilon order that it contains a Receipt signed by one Vengonah for the Sum of 4 Pagodas which his said Mast.r paid him on account of Straw he had bought of the said Vengonah and more saith not to this or the last Interrogatory

Joseph Githin Exam.t Moodu

Mayors Court at Madraspatnam

Tuesday the 15th day of August Anno Domini 1745 Between Peter Dencker of Madras Merchant

Merchant Complainant and Charles Milon and Mary
his Wife of the same place Publicans Defendants.

This Cause coming on this Day to be heard and Debated before this Court in the presence of the parties and of the attorneys on both sides On hearing the Compts Bill with Copys of a Contract and of a General Release thereto annexed The Defts joint answer, three accounts of Cattle in Copartnership with the parties and one with Dencker, Cabellix and Vellasinga and an account Current between the Complainant and Defts delivered into Court under oath by the Complainant on the 1st Novr 1743 The Defts Objections to the premention'd Accounts, an Acct Curr.t with the Pl.ff with 4 Accounts of Cattle in Partnership and the Defendts Account Current with the Complainant deliver'd into Court by the Defendants the 29th Novr 1743 The Reply cat'on with a Contract under the hand of the Defts Charles Milon thereto annexed, The Rejoinder also the Proofs taken in this Cause read, and on Examination of the matters in this Cause what was alledged on either side and due Consideration had thereon, this Court doth therefore think fit to order and Decree and doth accordingly Order and Decree that the Defendants do

P.t 329: 29: 7½ pay unto the Complainant the full & Just Sum of 329. 29. 7½ Current of Madras. So much appearing to be due to him from the Defts for Ballance of Account log.d with Int after the Rate of 8 ℔ Cent ℔ Annum on the sum of Pg.s 228: 29. 65 from the 22d April 1743 being the Date of the Dissolution of the Partnership Between the Parties until full Payment is made, and also the Costs of this Suit

J. Cur

Noah Casamajor

Regr

458

30 July 1725

To the Honourable the Mayors Court at
Madraspatnam.

Humbly Complaineing Sheweth unto this Honourable Court your Orr
Sattapettee Comrapah Chitty Merchant Inhabitant of Madras That Tagapa
Mastre Carpenter also residing in this place being in want of money made Applica
to your Orr for the Loan thereof on which your Orator did advance and lend to the said
Tagapah the full and just Sum of Pagodas 218 to Secure the Repayment thereof
he the said Tagapa did Sign and Give to your Orr one Cadjan or Writing
bearing Date in Madras the 21 day of December which was in the year of our Lord
1730 thereby obligeing himself to repay the same whenever demanded with Interest
thereon at the rate of Eight p Cent p Annum Translate of said Obligation is here unto
annexed for the Inspection of this Honble Court, and your Orator prays the same may
be admitted as part of this your Orators Bill of Complaint and your Orator there
that he has often in the most friendly manner applied to the said Tagapah to
discharge his said Obligation to your Orator But now so it is May it please
this Honourable Court the said Tagapa cannot be brought to comply with his
said Ingagement to your Orator To the End therefore that the said Tagapah may
upon his Corporal Oath True and perfect answer make to all and every the
matters aforesaid as fully and truly to all Intents and purposes as if the same were
here again repeated and Interrogated and be decreed to pay your Orator the full
Principal and Interest due on the before recited Obligation And that your orator
may have such further and other relief in the premisses as shall be agreeable to Equity
and good Conscience

Rob.t Hoper Attorney for the
Complainant

21 Dec. 1730 Madrasspatnam

Tagapa Mastre Son of Surravarambatte Mancaiahon do hereby acknowledge to have borrowed and receaved of Mayapilly Comrapah Chitty the Sum of 218 Pagodas Current of Madras which Sum I promise to pay on Demand with Interest at 8 P Cent P Annum

Tagapa's mark

Witness

Vaermacar Chitty

Tambo Mooke Nina Chitty

Drawn by Nimpilla

Translated from a Cadjan said to be the Orig.l

Joseph Gethon Exam.r

Mayors Court at Madrasspatnam

Tuesday the 20th Day of Aug.t Anno Dom. 1745 Between Commapah Chitty of Madras Merchant Complainant and Tagapa Master Carpenter of the same place Def.t

On hearing the Compl.ts Bill with Translate of a Cadjan Bond under the Defend.ts hand dated the 21st Dec.r 1730 for Pags.as 218 thereto annexed read the Defend.t appearing in Court acknowledged the Execution of the said Bond and the Justness of the Complainants Demand On due Consideration had this Court doth therefore think fit to Order & Decree and Doth accordingly Order & Decree that the

P.s 218 Def.t do pay unto the Complainant the full & just Sum of 218 Pag.s Curr.t of Madras being the Principal money of the beforemend.d Bond &c with such Interest after the rate of 8 P Cent P Ann. as now is or shall hereafter become due

thereon until full payment is made and also the Costs of this Suit &c

Yr Cur

Noah Cassamajor Regr

No
13 Novr 1744

To the Honourable the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth to this Honourable Court your Orr Raga Chitty Joggapah merchant of Madras Thatone Buan accarrah Nellacandah Chitty and his Son Pandarum Chitty both Merchants of Madras having at divers times had Sundry Dealings with your Orr and always Jointly and Separately Insomuch that all accounts with both or either were always Deemed one and the same account, and settled as such and a Ballance then arising in your Orators favour, the Father and Son did settle & adjust the same on or about the 10th Day of may 1737 on which ballance day there did appear to be due to your Orator the full and just Sum of 258: 15: 30 Current of Madras which in Sterling money of Great Britain allowing 8 p Cts amounts to 103: 4: 0 as per thereto annexed and your Ords shews such Ballance was admitted on all sides

And tis admitted by your orator that since the adjustment of this Account the said Father and Son hath Jointly and Separately paid on part of the aforesaid Pag.a 258: 15: 30 —

On July 11th 1737 ..... 10 — —
Do ..... 19 ..... 248: 29: 20

	Bro.t over	34: 29: 20
An. Aug.t 20th 1737		10 — — —
D.o Oct.r 2		15 — — —
D.o Dec.r 25		25 — — —
D.o Oct.r 5 1738		10 — — —
D.o April 6 1739		20 — — —
D.o 8		59 — — —
D.o Aug.t 2 1744		10 18 — —
		184: 11: 20
So that the Ballance due to your Orator is		114: 4: 10

And your Orator shews that frequent Applycations hath been made to both the said ffather and Son for payment of what remains due and Interest thereon, but so it is the said ffather hath absented himself from this place, now a few days, and your Orator can only have recourse to his Son Pandarum Chitty now being and residing in Madras of whom your Orator hath since demanded the said Ballance but he refuses to Give your Orator any Satisfaction therein ——

To the End therefore that the said Pandarum Chitty and Vannacurrah Vellacunda Chitty, both or either of them to be found may upon their Corp.l Oaths true and perfect answer make, to all and every the matters aforesaid as fully, Truly and Specifically to all intents and purposes as if the same was here again repeated and Interrogated and be decreed to pay your Orator his Ballance due as aforesaid and that your Orator may have such further and other Relief in the Premises as may be Agreeable to Equity and Good Conscience

Henry Devell

Attorney for the Compl.t

20 December 1744

The Replication of Raga Chitty Tangapah
to the answer of Pandarum Chitty.

The said Replyant saving to himself all advantages of Exception to the Uncertainties Untruths and Insufficiencies of the Defendants answer for Replies thereunto Saith that all and singular the mes and things in the said Bill contained are true as is therein alledged and that the Answer of the said Defr to the said Bill is very untrue Imperfect and Insufficient to be replied unto For though as he says he may have been somewhere out of the place Yet we shall prove he shall always paid and received money for and with his Father and as a Gen.l Partaker of what is paid to his Family.

In the 1734 the Defr in Company with his Father paid this Repliant in part of this very Account 609 Pagodas and before he departed and since his Arr.l hath paid and received Several Sums to and from this Replyant and hath frequently promised payment of the Ballance sued for even since the Commenc.t of this Suit and tho' Defendant may think that pleading Ignorance may be a Sanction yet this Replyant will make it plain that the non Defendant is answerable for the present Demand as he has always Enjoyed the Benefit of being Partaker and receiver of all such Sums as have been paid his Family by this Replyant

All which matters and things this Replyant is ready to averr maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill is already prayd

Henry Dewell Attorney
for the Complainant

15 March 1744

The Rejoinder of Pandarum Chitty of Madras
Defendant to the Replycd of Raga Chitty
Tangapah

Tagapah of the same place Replyant

The said Defendant now and at all times saving and reserving to himself all and all manner of Benefit and advantage of Exception saith that this Defendts answer is certain true and sufficient in the Law to be replied unto and that the Replycon is untrue and Imperfect and this Defendant further saith

As to that part of the said Replycon that says this Defendant has paid money for and with this Defendants Sonn that this Defendt says even admitting this part of the Replycon true he humbly Conceives he might be Employed as a Messenger by his father to carry money on his fathers Account to any Person without becoming liable (by doing his Duty) to pay his fathers Debts

All which matters and things this Defendant doth Aver and is ready to maintain and prove as this Honble Court shall please to direct and humbly prays as in and by his answer he has already prayed

William Dumbleton
Attorney for the Defendant

Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause wherein one Baunacarnah Nallagunda Chitty and Pandarum his son are Defendants and Ragia Chitty Tagapah is Complainant

Imprimis do you know the parties Complainant and Defendants in this Cause or either and which of them and how long have you known them or either and which of them Declare

Jeond

2d To Nellatomby Chitty, Narrainapah, Aucka Labbee, Tangee Chitty Item Do you know of any accounts that have past betwixt the Plaintiff and Defendants if yea who Borrowed the money on which the present demand is grounded, who lent the said money was there ever any Ballance made between the parties to your knowledge and what was the amount of that Ballance and to whom was any Ballance due, who promised payment of the Debt how often and at what time and what offers have been made to that Effect, who made those offers, and what Answers was made and by whom Declare

3d To Chittumbala Chitty, Raga Chitty, Vellapah Chitty Item Do you know in what year the Defendant Pandarum returned from Pegu, what discourse did you hear to pass betwixt the Defts Pandarum & the Compts Brothers the Defts Pandarums Father at this time, What was the reasons he absconded did you ever see any money paid or lent the Complaints to either or both of the Defendants if yea was they in Company or Separate when such money was received, or when any money paid back Do you know or can you say any other matter or thing material for the Complainant in this Cause if yea set forth the same as you know have heard or do Believe with the reasons of such your Knowledge or Belief Declare

Henry Devail
Atty for the Complainant

Mayors Court as
Madrasapatnam }

Between Raga Chitty Tagapah Complaint
and Vania Cowrah & Vellagunda Chitty & Pandarum Defts

Depositions of Witnesses in this Cause taken by and before the Exam[r] in this Court as follows —

Nellatomby Chitty of Madras Servant to the Complainant aged

Lond. 45 Years or thereabouts Being produced as a Witness in this Cause on the
part of the Complainant was on the 28th day of March 1740 Sworn at the Office of
Mr. Wm. Dumbleton Attorney for the Defendants by Commission who left a
Note of the Name Stile and place of abode of the said Nellatomby Chitty and
afterwards on the same day being Sworn and Examined Deposeth as follows
1. To the first Interrog. This Deponent Saith that he hath Known the
Compl.t 32 Years and the Defendants 20 years or thereabouts.
2. To the 2d. Interrog. this Deponent Saith that he Knows the Defend.ts Borrow
the Sum now Sued for of the Complainant and that Accounts were stated
Between the parties when a Ballc. of 53 li. 7s. or thereabouts appeared in
favour of the Complain.t which the Defend.ts Nellagomby & Chitty then
promised paym.t of as also that both the Defendants afterwards promised
paym.t thereof 3 or 4 times within the space of 5 Months This Dep.t
knows not of any Particular Offers being made in regard to the Ballc
or can say to this Interrog.

To the 3d Interrog this Dep.t Saith that the Defendant Pandarum
returned from Sea about 4 Months ago but never heard any discourse pass
between him and the Complainant That Pandarums Father is in the
Country the name of the place this Deponent is not acquainted with
But saith he absconded on account of the present demand, he further saith
that he is seen the Compl.t lend money to the Defendants 4 or 5 times &
that they were always 3 or 4 when the money was lent but for the most part
Separate when they made any Paymts and more saith not to this or
the last Interrogatory

Joseph Githin Exam.t

Nellatomby.

Narrainapah of madras the Complainants Peon aged 58 yrs or thereabouts being produced as a Witness in this Cause on the part of the Compl.t and afterwards being Sworn and Examined Deposeth as follows.

1st ..... To the first Interrog.y this Dep.t saith that he hath known the Compl.t 35 years & the Defendants 15 years or thereabouts.

2d ..... To the second Interrog.y this Depon.t saith that he knows of accounts that have passed between the parties and that the Def.ts borrowed the Sum on which the present Demand is founded of the Complainant, he further saith that accounts were settled between the parties when there appeared a Ballce of 128 Pag.s and odd fanams due to the Compl.t which both the Def.ts at that time as also at sev.l other times promised payment of. He likewise saith that he heard the Defendants offer'd to pay the Complainant the sum of 120 or 130 Pagodas in part of the above Ballance and to give him a Bond for the rem.r and that the Complain.t refused to take any part there of but Insisted on the whole

To the third Interrog.y this Deponent saith that he knows not in what year the Defendant Pandarum returned from Sea, nor did he ever hear any Discourse pass between him and the Complainant, That Pandarum's Fat.r is in the Country, the name of the place he cannot recollect but saith he absconded on Account of the present Demand he further saith That he has seen the Compl.t lend money to the Def.ts and that they were always in Comp.y together when they rec.d any money but were for the most part Separate when they made any returns and more saith not to this or the last Interrogatory ——

Joseph Githion Exam.d

The mark of
Narrainapah

Tuchee Labbee of Nagapatam Merchant aged 50 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined deposeth as follows

1st To the first Interrogatory this Deponent saith that he hath known the Complaint. 10 years and the Defr. 10 months or thereabouts

2d To the second Interrogatory this Deponent saith that he is acquainted with accounts which have passed between the parties and that both the Defendants Borrowed the Sum on which the present Demand is founded of the Complainant he further saith that accounts were Settled between the parties and there appeared a Ballance of Supo. of an 120 Pagodas in favour of the Complainant which the Defendants then promised payment of and after that the offered to pay the Complt. half the above Ball. and to give him a Bond for the Remainder which the Complainant refused saying he Insisted on the whole debt together and more within or to this, the third, or the last Interrogatory

Joseph Gethin Exam.r

Tuchee Labbe

Saungee Chitty of Madras Merchant aged 38 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and duly sworn and Examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known the Complainant and Defendant 30 years or thereabouts.

2d To the second Interrogatory this Deponent saith that he is acquainted with accounts that have passed between the parties and that he heard before the Defendants Borrowed the Sum on which the present demand is founded of the Complts. as also that a Ballance of 120 Pagodas odd Fanams when accounts were

Settled

settled appeared due to the Complainant which both the Defendants then promised payment of as also 2 or 3 times afterwards within the space of twelve Months He further saith that a time when he this Deponent, Ancher Labbee and Chittambala Chitty were in Complainant the Defts came and offered to pledge a quantity of Soys for 60 Pagodas which Sum they desired the Complainant would receive in part of the above Ballance and they would give him a Bond for the Remainder that the Complainant refused to take any part but Insisted on payment of the whole Ballance The Defendants then desired this Deponent and the rest as above to entreat the Complainant on their Behalf who advised them to raise what money they could and promised their Endeavours to perswade the Compl.t to take it, which the Defendants promised but neglected

To the 5th Interrg this Deponent saith that he knows not in what year the Defts Pandarum returned from Sea or of any discourse that may have passed between the Complainant That Pandarums father is in Munnapaccum where he absconded on account of the present demand he further saith that he never was present when the Defendants borrowed any money of the Compl.t or when they made any returns there of neither can he say whether or no the Defendants were in Company or Separate when any money was so lent or repaid or further to these or the last Interrogatory

Joseph Githin Exam.t

Sworn

Chittambala Chitty of Madras Merchant aged 45 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows —

1st To the first Interrg this Deponent saith that he hath known the Compl.t about twenty

25 years and the Defendants 15 years or thereabouts.

2d To the second Interrog this Dep.t saith that he heard the Defendants Borrowed the Sum on which the present demand is founded of the Complainant as also that accounts were Settled between the parties and that a Ballance of 129 Pa. or thereabouts appeared due to the Complainant which the Defendants then promised payment of He further Saith as above when this Deponent Anacha Labbee and Tanjee Chitty were in Company with the Complainant the Defts came and offered to pledge a quantity of Tops for 60 Pagodas which they advised the Complainant would receive on part of the above Ballance and take a Bond for the remainder That the Complainant refused to take part there of but insisted on payment of the whole Ballance, The Defendants then desired this Deponent and the rest as above to Entreat the Complainant for them who advised them to get what money they could and promised their Endeavours to persuade the Complaint.t to take it which the Defendants promised but neglected. To the 3.d Interrog this Dep.t saith that he believes it is about three or four years since the Defendant Tandavarayen returned from Sea but never heard of any discourse he ever had with the Compl.t

That he heard the Def.t Pandaraams father is in Manniapacam and that he absconded on Account of the present demand he further saith that he never was present when the Complainant lent any money to the Defendants or when any Payments there of were made neither can he say whether or no the Defendants were in Company when any money was so Lent or repaid or further to this or the last Interrogatory

Joseph Githin Exam.r

Chittumbaluem Raga Chitty of Madras Merchant aged 31 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and affirmed to being Sworn and Examined Deposeth as follows

1st To the first Interrog this Deponent saith That he knows the parties Complainant and Defendants and hath so known them 20 years or thereabouts.

2d To the second Interrog this Deponent saith that he is not acquainted with any Accounts that may have passed between the parties neither does he of himself know who Borrowed or Lent the money on which the present Demand is founded or of any Ballance being made between the parties but saith that the Defendants sent for him this Deponent and desired him to go to the Complainant and tell him they wanted to settle the affair between them and Begged this Deponent to use his Endeavours on their behalf That this Deponent waited on the Complainant and delivered him the Defendants Message who replied it was better to make up and at this Deponts request went with him to the Defts who immediately brought a Bandage Bottle Nutt and 20 Pagodas thereon which they offered to the Complainant who refused the offer and said they treated him as a Beggar and was surprized they could imagine he would take 20 Pagodas and a Little Bottle in Consideration of a debt of an 124 Pagodas and departed full of Resentment. This Deponent further saith That the Complainant afterwards shewed him the Defts Account and desired this Deponent and one Tauntjee Chitty to carry it to the Defts who when they had perused the same acknowledged it to be just whereon this Deponent asked them how they could offer 20 Pagodas in discharge of a Debt of an 124 Pagodas the Defendants replied they were very poor and were not able to discharge the whole debt and desired this Deponent and Tauntjee Chitty to use their Endeavours to make it up for 50 or 60 Pagodas and more saith not to this or the last

To the third Interrogatory this Deponent saith That he knows not in what year the Defendant returned from Sea or of any discourse he ever had with the Complainant That his Father is at Mummapauseum where he

Resides

absconds on account of the present Demand and more saith not to the
last Interrogatory

Page Chitty

Joseph Githin Exam.r

Cellapah Chitty of Madras Merchant aged 30 years or
thereabouts being produced as a Witness on this Cause on the part of the Complain.t
and afterwards being Sworn and Examined Deposeth as follows.

1st To the first Interrog. this Deponent saith That he hath known the Complainant
25 Years and the Defendants 20 years or thereabouts.

2d To the Second Interrog. this Deponent saith That he is Acquainted with the work
that have passed between the parties and that the Defendants Borrowed the Sum
on which the present Demand is founded of the Complainant he further saith
that Accounts were Settled between the Parties and that a Ballance of an 124
Pagodas and odd Fanams appeared in favour of the Complainant which the Def.ts
then promised Payment off and afterwards offered to pay 50 Pagodas in part thereof
and give a Bond for the Remainder which Plaintiff Consented to. To the third
Interrog. this Deponent Saith That it is about three or four years since the Defendant
Pandaram returned from Sea but knows not of any Discourse that may have
passed between him and the Complainant That his father is at Nannacarpum
where he absconds on Account of the present demand he further saith That
he never see any money Lent by the Complainant to the Defendants neither
does he know whether the Defendants were in Company together when they
Borrowed or repaid any Money to the Complainant and more saith not to
these or the Last Interrogatory

Joseph Githin Exam.r

Cellapah Chitty

Additional Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on Behalf of the Complainant in a certain Cause wherein one Raga Chitty Jaggapah is Complainant and one Baunagarra Neddagumbda Chitty and Pandarum his Son is Defendants.

1st Imprimis Do you know the parties Complainant and Defendant in this Cause or either and which of them Declare.

2d To Veeraparmall Chitty and Wella Chitty Item Do you know aught of the Accounts and Transactions now in Contract Between the Complaint.ts and Defendant if yea set forth all you know all you have heard and all you do believe with the reasons of such your Knowledge or Belief Declare

Henry Devell Attorney for the Complainant

Mayors Court at Madraspatnam 3

Between Raga Chitty Jaggapah ... Complainant and Baunacurra Neddagumba Chitty and Pandarum his Son are ... Defendants

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

Veerapermaul of Madras Merchant aged 50 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 29th day of April 1745 Sworn at the Office of Mr. Wm Dumbleton Atty for the Defendant by Conneapa who left a note of the name Title and place of abode of the said Veerapermaul and afterwards on the same day being Sworn and Examined Deposeth as follows

first

1st To the 1st Interrog this Deponent Saith That he knows the Complainant and Defendant and hath so known them 25 years or thereabouts.

2d To the second Interrog this Deponent saith that he is acquainted with the Accots Between the parties that he knows the Defendants Borrowed Several Sums of money of the Complainant on all to the Amount of four hundred and odd Pagodas Several payments there of being made their appeared when Accounts were Ballanced the Sum of 124 Pagodas and odd ffanams remaining due to the Complainant which Sum he demanded of the Defendant Pandarum several times who as often promised payment but ffailed he further Saith after the Complainant Commenced his Suit in the Honourable the Mayors Court the Defendant Pandarum came and offered to pay him 50 Pagodas in part of the Ballance and to give him a Bond for the Remainder which the Complainant refused, Pandarum then desired this Deponent to use his Endeavours to make the mire up Between them and that he would pay the Court Charges which the Compl.t approved off. but Pandarum ffailed in his Agreement and more ffaith not to this or the last Interrogatory

Veerapermaul

Joseph Githin Exam.t

Vella Chitty of Madras Merchant aged 27 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as ffollows.

1st To the first Interrog this Deponent Saith That he hath known the Complainant and Defendants twelve years or thereabouts.

2d To the second Interrogatory this Deponent Saith, That he is acquainted with the present Dispute Between the Complainant and Defendants, That the Defendants

Pandarum

Pandarum - came to this Deponent and saith the Complainant had put him in
Court for an 124 Pagodas and odd ffanams which he owed him and Desired this
Deponent to Intreat the Complainant to withdraw his Bill and he would pay
the Court Charges That the Complainant withdrew his Bill at this Dep.ts
request but Pandarum neglecting to pay the Court Charges according to his
promise the Complainant ffyled a ffresh Bill and more ffaith not to this or the
last Interrogatory

Joseph Githin Exam.r

Tellah Chitty

Interrogatories to be Administred to such
Witnesses as shall be produced Sworn and Examined on
the part and behalf of the Defendant in a certain Cause
therein one Pandarum Chitty is Defendant and one
Raga Chitty Teagapah is Complainant

To all Witnesses Imprimis Do you know the partys Complainant
and Defendant in this Cause or either of them if yea how Long have you
or known them or either of them and which of them Declare

To Sundapa Chitty and Mauny Chitty Item Do you know
that the Defendant made a Voyage to Ceylan if yea what time did he
set out on that Voyage and when did he return from it Declare

To all the Witnesses Item Do you know or can you say anything
Material for the Defendant if yea set forth the same as you know have
heard or do believe with the reasons of such your Knowledge or Belief
Declare

Wm Dumbleton
Attorney for the Defd.t

Mayors Court at Madraspatnam

Between Raga Chetty Tegapah Complainant and Pandarum Chetty Defendant

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

Aundapa Chitty of Madras Merchant aged 49 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 17th day of April 1745 Sworn at the Office of Mr. Henry Dowel Attorney for the Complainant by Comecapa who left a Note of the Name Title and place of abode of the said Aundapa Chitty and afterwards being Sworn and Examined Deposeth as follows

1st Ans. To the first Interrogatory this Deponent Saith that he hath known the Complainant Eight years and the Defendant Sixteen years or thereabouts.

2d To the second Interrogatory this Deponent Saith that he knows the Defr made a Voyage to Bayan and that he set out on the 20th or 25th of September in the year 1735 that he arrived at Nagore in his Return from the said Voyage on the 10th of August 1740 and came to this place 10 Months after and more saith not to this or the last Interrt

Joseph Githon Exam.r

Aundapa Chitty

Mauri Chitty of Madras Merchant aged 50 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith That he hath known the Complainant 23 years and the Defendant 22 years or thereabouts.

2d To the second Interry this Deponent saith that he knows the Defendant made a Voyage to Ceylon That he set out on the 15th of Sept. 1735 and returned to this place on the 25th of April 1741 but arrived at Nagapore ten months before, and more saith not to this or the last Interry.

Joseph Githin Exam. Mauri Chitty

Mayors Court at Madraspatnam

Tuesday the 20th day of August Anno Domini 1745 Between Daga Chitty Sagagnah of Madras Merchant Compl. and Bannacarra Nellacunda Chitty and Pandarum Chitty of the same place also Merchants Defendants.

This Cause coming on this day to be heard and Debated before this Court in the presence of the Compl. and the Defendant Pandarum Chitty also the Attorneys on both sides. On hearing the Compls Bill the answer of Pandarum Chitty, the Replycation, the Rejoinder also the proofs taken in this Cause Read. And on Examination of the matters in this Cause what was alledged on either side and due Consideration had thereon. This Court doth therefore think fit to order and Decree and doth accordingly

Order

Order and Decree That the Defendant Pindarum Chitty do pay unto the Compt.
the full and just Sum of P. 110 - 4 - 10 Current of Madras being the Ballance
appearing to be due from the Defendants to the Complainant together with Such
Interest after the rate of 8 P Cent P Annum as now is or shall hereafter
become due thereon until full payment is made and also the Costs of this
Suit

P Cur Nath Casamajor
Regr

5th May 1711

To the Honourable Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honourable Court
your Orator Thombe Nina Chitty Merchant of Madras having had Sundry
dealings with one Ponjee Corah Moota Nina Chitty also Merchant of
the place aforesaid, he the said Ponjee Corah Moota Nina Chitty hav-
ocasion for a Sum of money did apply himself to your Orator for the
Loan thereof, whereupon your Orator did advance and Lend him the Said
Ponjee Corah Moota Nina Chitty the full and just Sum of P. Pag.
Current of Madras which in Sterling money of Great Britain
accounting 3/ to each Pagoda amounts to £ 16 or thereabouts for
Securing the Repayment of which Sum with Interest accruing thereon
after the rate of Eight P Cent P Annum after before the Expiration of one
year from the Date of the herein after mentioned Mortgage Bond he the said
Ponjee Corah Moota Nina Chitty did sign and give unto your Ora-
one Mortgage Bond of a House and Ground Scituate Lying and Being
Between the Houses of Vetta Nundee and Chinsomby in Nina Chitty's
East

Street in the Pedda naigues Colly therein and thereby specifying that he
had in Consideration of the above mentioned Sum of Forty Pagodas
assigned and Setover unto your Orator and his Heirs for Ever the
above mentioned House and Ground Subject Nevertheless to the usual
Proviso in such Cases, that is to say If He the said Comjee Moota Nina
Chitty should well and truly pay or cause to be paid to your Orator or
his Heirs the before mentioned Sum with Interest before the Expiration
of the Pre mentioned Term thereof Such Case the said Mortgage Bond to
become Void and of none Effect otherwise to remain in full Force & Vertue
which said Mortgage Bond bearing Date in Fort St. George October the 15th
1742 with the Title Deeds of the Mortgaged premisses is now in your Orators
Custody and ready to be produced as this Honourable Court shall please to
direct and your orator shews your Orator hath often and that in the most
Amicable manner demanded payment of the before recited Sum with Interest
from him the said Comjee Corah Moota Ninah Chitty

But now so it is may it please this Honourable Court the said Comjee
Moota Nina Chitty wilfully and obstinately refuses to give your Orator any
manner of Satisfaction your orator therefore prays a General Relief touching the
premisses such as to this Honourable Court shall appear agreeable to Equity
and good Conscience & the Ends of the Bill

William Dumbleton Atty
for the Complainant

Mayors Court at
Madraspatnam

Tuesday the 27th day of August Anno Dñi
1745 Between Thombe Nina Chitty of Madras
Merchant Complain.t and Comjee Moota Nina
Chitty of the Jameplace also Merch.t Defend.t

On reading the Complainants Bill the Defendant Being in Court acknowledged the Execution of the Mortgage Bond on which the Plaintiff sues and the Justness of his Demand and on due Consideration had this Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just Sum of 50 Pagodas Current of Madras Being the Principal money of the Before said Bond together with such Interest after the Rate of 8 ℔ Cent ℔ Annum as monies or shall hereafter become due thereon until full payment is made and also the Costs of this Suit and in Default of Payment at or before 20 days from the date hereof that the Mortgaged and Sequestred premises now remaining remain to be sold and the money arising from such Sale paid unto the Complainant and towards the discharge of his said debt and Costs.

℔ Cur

Noah Casamajor Regr

6th March 1712

To the Honourable Mayors Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honourable board your Orator Mooda Moodaliare and Dashapan Merchants of Madras having Sundry dealings with one Candapaucam Woodundeapan of the place aforesaid also Merchant the said Candapaucam Woodundeapan having Occasion for a Sum of money did apply himself to your Orators requesting the Loan thereof whereupon your Orator did advance and lend the said Candapaucam Woodundeapan the full and just Sum of One hundred and 50 Pagodas Current money of Madras which in Sterling money of

Great

Great Britain accompting each Pagoda 8/ amounts to £ 60 or thereabouts for Securing the Repayment of which Sum with Interest accruing thereon the said Candapaneum Woodundapen did in and by one Mortgage Bond assign and Set over unto your Orators one House Scituate in Bell Greaks Street, between the Houses of Rishapah and Christadree To have and to hold the said house unto your Orators and their Heirs for ever Subject Nevertheless to the usual Proviso in Such Cases which said Mortgage Bond, which bears date May the fifth 1740 Ing.d with the Title Deeds of the Sore mentd Premisses are now in your Orators Custody and ready to be produced when this Honourable Court shall please to direct and your Orators shew they have often and that in the most amicable manner demanded payment of the Sore mentioned Sum with Interest from the said Candapaneum Woodundapen But now so it is, may it please this Honble Court your Orators have hitherto been able to maintain no manner of Satisfaction your Orators therefore pray such Genral Relief touching the Premisses as to this Honourable Court shall appear agreeable to Equity and good Conscience To the End of the Bill —

William Dumbleton

Attorney for the Complainant

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and examined on the part and behalf of the Complainants in a certain Cause Depending in the Court of Chancery between Rishapah Mootia and one Dashapah are Complainants and one Candapaneum Woodundapan Defendant

To all the Witnesses Imprimis Do you know the parties Complts and Defendant or either of them if yea how Long have you known them or either

either of them and which of them Declare

2d To Tonnapah and Veeraguah Item Do you know the Bond now shown you if you who wrote the same who Signed the same was there to your knowledge any Sum or Sums of money paid on account of this Bond if yea, how much was paid, who paid it, who was it paid to Declare

3d To all the Witnesses Item Do you know any other matter or thing material for the Complainant in this Cause If yea Set forth the same as you know have heard or do believe with the reasons for such your knowledge or belief Declare

Wm Dumbleton
Attorney for the Complaint

Mayors Court at Madrapatnam } Between moodu and Dashapan Complt
and Cundapaiecum Moodumdeypan Defendant

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

Tonnapah of Saint Thoma Merchant aged 52 years or thereab. being produced as a Witness in this cause on the part of the Complainants was on the 20 day of March 1744 Sworn and Examined Deposeth as follows.

1st To the 1st Interrogatory this Deponent Saith that he hath known the Complainant Moodu 10 years and Dashapan 15 years and the Defendant he hath known 20 years

2d To the 2nd Interrogatory this Deponent Saith that he knows the Bond now shown him in this his Examination marked N.C Exd That it was sealed by the Defendant and that the Sum of One Hundred and fifty Pagodas was paid on Account of the same by the Complainant

Veeraa

Moodu to the Defendant and more Saith not to this or the last Interrogatory

Joseph Githin Exam.t

Jonnapah

Veeragua of Madras Comicoply to Mr Lemaitre aged 37 years or thereabouts being produced as a Witness in this Cause on the part of the Compl.t and afterwards being Sworn and Examined Deposeth as follows.

1. To the first Interrog.y this Deponent saith that he hath known the Complainants and Defendant 5 years or thereabouts.

2. To the 2.nd Interrog.y this Deponent saith that he knows the Bond now produced and shewn him marked N.o 6. Reg.r and that it was wrote and signed by the Defendant he further saith that the Sum of 150 Pagodas was paid on account of the said Bond by the Complainant Moodu to the Defendant and more saith not to this Interrogatory.

3. To the last Interrog.y this Deponent saith that he was present when the Complainant Dashapan gave the above Sum to Moodu as also when Moodu paid it to the Defendant and that he then asked if the Defendant had Given a Bond the Defendant replied he had Given it two or three days before that the Complainant Moodu acknowledged they had received it and more saith not

Veeragua

Joseph Githin Exam.t

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of Ann Mallon relating to a pretended Mortgage asserted by Dashapan and Moodu

Murder Mandelare on a House sold by Warrant & Execution
sued out of the Honourable the Mayors Court by the said
Ann Walton against the Effects of Wodeandie

To all the Witnesses Imprimis Do you know the Contending
partys in this dispute or either and which of them and how long have you
known them or either and which of them Declare

2 To Subramoney Ersapah Vizeapah Irshapah Irovengalum
Vencata Kistna Do you any way acquainted with the matter now
depending between the contending partys, Or do you know if either of the
parties concerned herein did at any time past this place, if yea, who were
they, where did they go, and on what Account, as likewise what became of
their Effects, Is there any affinity Between either of them who to your
Knowledge were Deem'd the persons Serving and belonging to them as
particular and fully as your Memory will permit you Truly set forth
whatever has past relating to the present dispute

To Vencata Kistna Was there at any time ought delivered you
by either of the parties concerned in this affair, If yea, who was it delivered
the same, what was it, where and at what time were you to deliver it
and to whom with the particular Instructions you received concerning
it Declare

To Irovengalum was you ever Employed in Carrying Letters or
Messages at any time to or from either of the contending partys, if yea,
who were they that so Employed you, where did you go to, and all that you
know passed on the Occasion as particular as your Memory will permit you
Declare

To all the Witnesses Do you know any other matter or thing that
can

can be of Service to the said Ann Walton relating to the present Dispute in fix a
fet forth the same to the best of your Knowledge and Belief Dated

Robert Sloper Attorney for the
Original Complainant

Mayors Court at
Madraspatnam

Ann Walton in her own Right
against
Dasheapah and Moodu Pretenders to a
Mortgage on Woodundee a House

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

Subramoney of Madras Conicaply to Mr Lewis Medoza aged
45 years or thereabouts being produced as a Witneſs in this Cause on the part
of Ann Walton was on the 26 day of April 1745 ſworn at the Office of Mr
Wm Dumbleton Attorney for Dasheapa and Moodu by Conicapa who
left a Note of the Name Title and place of abode of the ſaid Subramoney and
afterwards on the ſame day being ſworn and Examined Depoſeth as follows.

1 To the firſt Interrogatory this Deponent ſaith that he hath known Ann
Walton 20 Years or thereabouts And Dasheapah and Moodu from their
Infancy and Woodundee 30 years or thereabouts

2 To the ſecond Interrogatory this Deponent ſaith that he is acquainted
with the matter now depending Between the Contending parties and that he
knows Woodundee left this place and went to Saint Thoma on Mr
Wallons proſecuting a Suit againſt them in the Honourable the Mayors
Court for Money lent him on Bond that Dasheapah took what Effects
was left who is Nephew to Woodundee and always acted under him as a
Servant

Servants this Deponent further saith That meeting with Moodu some time past this Deponent asked him how he and Dasheapah could apprehend to have a Mortgage on Wodundees house knowing that neither of them ever had any money. Moodu acknowledged his Incapacity. But saith he saw Dasheapah pay the money down to Wordundee and more saith not to this or the last Interry.

Subramoney.

Joseph Gilbon Exam.

Ersapah Inhabitant of Madras Aged 80 years or thereabouts being Produced as a Witness in this Cause on the part and behalf of Ann Walton and afterwards being Sworn and Examined Deposeth as follows.

1st To the first Interry this Deponent saith that he hath no knowl of the Ann Walton or Moodu But that he hath known Dasheapah 3 years and Wrodundee 8 years or thereabouts

2d To the second Interry this Deponent saith not to any particular Questions therein enquired off To the last Interrogatory this Deponent saith that Wordundees Wife and Children some time past brought Sooz or Sore Elephants Teeth and left them at this Deponents house The next day Dasheapah and Wordundee's Wife came and took them away and more saith not

Ersapen

Joseph Gilbon Exam.t

Vizeapah of Madras Dubash aged 30 years or thereabouts being

produced as a Witness on the part of Ann Walton and afterwards being Sworn and Examined Deposeth as follows.

1st To the first Interrogatory this Deponent Saith that he hath known Ann Walton 12 Years but hath no Knowledge of Moodu That he knows Dasheapah and Woodundee and hath so known them 6 years or thereabouts.

2d To the second Interrogatory this Deponent saith that he knows Woodundee did Quit this place and go to S.t Thoma on Mrs Waltons suing out of the Honourable the Mayors Court a Warrant of Execution against his House and Effects which were sold by Virtue of the said Warrant. He further saith that Dasheapah is Woodundees Nephew and acted under him as a Servant and more saith not to this or the last Interrogatory.

Joseph Githin Exam.d

Vizeapah

Irsapah of madras Coniceply aged 45 years or thereabouts being produced as a Witness on the part of Ann Walton and afterwards being Sworn and Examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known Ann Walton and Woodundee 20 years or thereabouts and Dasheapah and Moodu from their Infancy.

2d To the second Interrogatory this Deponent saith that he knows Woodundee did quit this place and go to S.t Thoma on Mrs Waltons suing out of the Honourable the Mayors Court a Warrant of Execution against his House and Effects which were sold by Virtue of the said Warrant He further saith that Dasheapah is Woodundees Nephew and acted under him as a Servant and more saith not to this or the last Interrogatory

Irsapah

Joseph Githin Exam.d

488

Irevengalum of Madras Coniceph Aged 44 years or thereabouts being produced as a Witness on the part of Ann Walton and afterwards Being Sworn and Examined Deposeth as follows

1st To the first Interrog this Deponent saith that he has no certain knowledge of Ann Walton that he hath known Daskeapah and Moodu 6 years and Woodundee 13 Years or thereabouts

2d To the Second Interrog this Deponent saith that he knows Woodundee quitted this place and went to St Thoma on account of his Debts to Mrs Walton but cannot say what became of his Effects That Daskeapah is Woodundees Nephew and acted under him as a Servant To the Fourth Interrogatory this Deponent Saith That Daskeapah Employed him to carry a Letter to Woodundee at St Thoma and ordered him to tell Woodundee his House was to be sold the next day and to send Ten Pagodas for Expences that Wordundee declared he had no money which this Deponent reported to Daccapah who went himself to Woodundee and brought the money with him 15 Days after Daccapah sent this Deponent with another Letter to Woodundee for 13 Pagodas which Woodundee sent by this Deponent and more saith not to these or the last Interrog

Irevengalum

Joseph Gathin Interr

Cencata Kistnah of Madras a Servant with Mood aged 35 years or thereabouts being produced as a Witness on the part of Ann Walton and afterwards being Sworn and Examined

Examined Deposeth as follows.

1st To the first Interrog this Deponent saith that he hath no knowledge of Ann Walton or Maodu that he knows Baccapa and Woodundee and hath so known them 8 years or thereabouts.

2d To the second Interrog this Deponent saith That Woodundee quitted this place and went to Saint Thoma on Account of some difference with his Brothers and more saith not to any particular questions Inquired of on this Interrog.

To the third Interrogatory this Deponent Saith, That Woodundee at the time of his leaving this place gave him a little Escritore and ordered him to deliver it to Chidde Saib at his House at Nine a Clock at night and afterwards acquaint Woodundee thereof — and more saith not to this or the last Interrog.

Joseph Guthrie Exam.t

Themark of
Vencata Kistnah

Mayors Court at Madraspatnam

Tuesday the 3d day of September Anno Domini 1745 Between Moodu Moodelare and Dushapian of Madras Merchants Complainants and Caudapaneum Woodundee of the same place Merchants Defendants and Ann Walton of Madras Widow Complainant

Complainant and Woodundee and Armagum
of the place aforesaid Defendants.

This Cause coming on this day to be heard and
Debated before this Court in the presence of the Attorneys on both
sides on hearing the Bill of Moodie Moodelare and Dashapan
a Decree of this Court bearing date the 25 Sepr 1744 between
Ann Walton and Woodundee and Armagum, Two Minutes of this
Court in the before mentioned Causes bearing date the 20th day of
Novr 1744 an order of this Court bearing date the 27th day of
Novr 1744 made in the afsd Causes, also the Proofs taken on the
part of Moodie Moodelare and Dashapan and Ann Walton read
and on Examind of the matters in this Cause what was
alledged on either side and due Consideration had thereon this
Court doth therefore think fit to order and Decree and doth
accordingly Order and Decree That the money returned into
this Court by the Sheriff thereof on the 20 Novr 1744 being
227--72 for the Net Produce of the Cause and Effects of the
Defts Woodundee at the Suit of the aforesaid Ann Walton and
ordered to remain in the Hands of this Court until the Decreeing of
this Cause be paid unto the said Ann Walton in and towards the
discharge of her debt and Costs and that the Bill of Moodie
Moodelare and Dashapan do stand dismissed out of this Court
with Costs.

Per Curr
Noah Cassamajor
Regr

3d Sept: 1745

To the Honourable the Mayors Court
at Madraspatnam —

Humbly Complaining Sheweth unto this Honble Court your
Orat Muppethy Comrapah Merchant of Madraz That Permaul Moodelare
and Ram Chendrue Merchants of this place being in want of money made
Application to your Orat for the Loan thereof and at their request your
Orator did advance and Lend to them the said Permaul Moodelare and
Ram Chendrue the Sume and Just Sum of Pag.s 228 at the Receipt whereof
they the said Permaul Moodelare and Ram Chendrue did Sign and Give
to your Orat one Mortgage Bond under their Hands as Security for the
repayment of the said Pagodas 228 with Interest thereon at the rate of
8 P Cent P Annm and did also therewith deliver and make over the Bills
of Sale of three Houses, Two Situate in the Peddanaiques Petty the other
in the Black Town The particulars of which will more fully appear by
the said Mortgage Bond dated in Fort St George the 19th day of February
1734/5 and now in the Possession of your Orator ready to be produced
as this Honourable Court shall please to direct And your Orator shews
that he has received Novr 16th 1741 of the Honble Company as
Compensation for one of the said Houses pulled down Pag.s 58: 32: 0
So that there remains due on the principal Pe 169: 8: 0 which Pagr
with the Interest that became due thereon your Orator has often in the
most friendly manner requested of the said Permaul and Ram Chendrue

To

to pay. But now vo this May it please this Honourable Court your orator can obtain no manner of satisfaction in the premisses To the End therefore that the said Permaul and Ram Chundru may upon their Corporal Oaths True and perfect Answer make to all and singular the matters and things aforesaid as fully and truly to all Intents and purposes as if the same were here again repeated and Interrogated and be Decreed to make full payment of Principal and Interest that rem.r due on the said Obligation should the Security already deposited prove Insufficient and that your orator may have such further and other Relief in the premises as shall be agreeable to Equity and Good Conscience.

Rob.t Sloper attorney for the Complainant.

Mayors Court at Madraspatnam

Tuesday the 10.th day of September Anno Domini 1745 Between Ettapputta Comarpa of Madras Merchant Complainant and Permaul Moodeliare and Ram Chundru of the same place also Merchants Defendants.

On hearing the Complainants Bill read, the Defendants appeared by their Attorney in Court and acknowledged the Execution of the Mortgage bond on which the Plaintiff sues and the Justness of the demand on due Consideration had This Court doth therefore think fit to order and Decree and doth accordingly Order and Decree That the Def.rs do pay unto the Complainant the full and just Sum of Pag. 4. f.o 1647 4 f.o being the residue

Residue of the principal money of the before menthoned bond together with
Such Interest after the Rate of 8 p Cent p Annum as now is or shall
hereafter become due on the said Bond untill full payment is made
and also the Costs of this Suit and in default of payment afor
before 21 days from the date hereof that the Mortgaged premisses be
Sold and the money arising from such Sale paid unto the Compt.
in and towards the discharge of this said debt and Costs.

J. Cur.

Noah Casamajor
Reg.r

k
20 aug.t 1745

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honourable Court
your orator Comachee Moota Chitty of Madras Merchant That your
orator having had Sundry dealings with one Vancaparam Vancata
Chitty also Merchant of this place on Ballance of account Between
your Orator and the said Vancaparam Vancata Chitty there appears
due to your Orator from the said Vancaparum Vancahum Chitty
the full and just Sum of 112: 8: 20 the particulars where of will more
fully appear by account Current here unto 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 your Orator Shews
he has often in the most friendly manner applied to the said Comachee
Moota Chitty to pay the before menthoned Sum being the Ballance
due from the said Vancaparum Vancahum Chitty to your Orator
But

But now sucks may please this Honourable Court your orator is unable to procure any manner of Satisfaction in the premisses To the end therefore that the said Vancaparum Vancata Chitty may upon his Corporal Oath true and perfect answer make to all and singular the matters and things aforesaid as fully truly and to all Intents and purposes as if the same were here again repeated and Interrogated and be Decreed to pay your Orator the sum of Pags 112: 8: 20 together with such Interest as may appear due on the same from the date of said account Current and that your Orator may have such further and other Relief in the premisses as shall be agreeable to Equity and good Conscience

Robert Mopes attorney for the Complainant

D.r Vancaparum Vancaty Chitty in Account with Comachee Mootia Chitty &c.

1744 April	16	To Muggadachies Cop.s 7 10 &c Rup.s 9 ff Corge being the Same Coll ... Pags 12			1744 June	22	By Cash	20	--
						30	By Do.r	25	--
					July	5	By Do.r	12	--
		Pags 48 by Agreem.t 7 42 --	Pags 30 --			14	By Do.r	2	9 60
June	22	To Muggadachies Pags 112 --	117	24 --		27	By Do.r	10	--
								175	9 60
							By Ballance due	112	8 20
			Pagodas	187	18 --		Pagodas	187	18 --

Madras the 27 June 1744

Errors Excepted for Robt Mopes

Attorney for the Compl.t

Mopes

Mayors Court at Madraspatnam

Tuesday the 16th day of September Anno Dmi 1735 Between Comachee Moola Chitty of Madras merchant Complainant and Vancapan Venkata Chitty of the same place Merchant Defendant

On hearing the Complainants Bill with an account Current thereto annexed read, The Defendant appeared in Court and acknowledged the Justness of the Complainants demand and on due Consideration had This Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the Sum and Just Sum of 112. 8. 20 being the Ballance of the before mentioned Account together with such Interest after the rate of 8 p Cent p Annum as now is or shall hereafter become due thereon untill full payment is made and also the Costs of this Suit and that the said Sum be paid in proportion with the other demands on the Estate of the Defendant against which a Warrant of Execution hath lately Issued out of this Court at the Suit of Eza Muckertoom

P. 112. 8. 20

p Cur
Noah Casamajor
Reg.r

the 20 Nov.r 1744

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honourable Court your orator Tammapah Nina Chitty Merchant of Madras having had Sundry dealings with two Merchants of the same place Inhabitants named

named Tilla Chitty and Shadiah Chitty they having occasion for a Sum of money did request the Loan thereof from your Orator who did advance and lend them Pagodas 219 for which they gave a Bond to your Orator dated the 10th day of August in the year 1735 thereby binding themselves Jointly and Separately to repay your Orator the above Sum, and your Orator sheweth, your Orator hath received in part at Sundry times P.190 so that there remains only 29 Pagodas Principal due to your Orator, which Sum your Orator hath often in an amicable manner demanded from the said two Merchants.

But now so it is the said Tilla Chitty and Shadiah Chitty both refuses to give your Orator any manner of Satisfaction your Orator therefore prays Such General Relief touching the premisses As to this Honourable Court shall appear agreeable to Equity and good Conscience In the End of the Bill

William Dumbleton
attorney for the Complainant

8th January 1744

The Separate answer of Tilla Chitty of Madras Merchant Defendant to the Bill of Complaint of Sanmapah Nina Chitty of the same place Merchant Complainant

The said Defendant now and at all times hereafter Saving and reserving to himself all and all manner of Benefit and advantage of Exception to the manifold Errors Impertinences Uncertainties and unto

in the said Bill Contained for Answer thereunto or unto so much thereof as he this Defendant is advised doth materially concern this Defendant to make answer unto He this Defendant Answereth and saith.

That this Defendant or Shadrah Chitty this Defendants Brother who is now absent from the place never borrowed of the Complainant any ready money as is setforth in the Complainants Bill. The manner of the said Bonds being given was as follows. This Defendant, One Comaty Reshia and the Complainant carried on a Joint Trade in Grain for sometime This Defendants part was to go abroad and purchase and then send it to his Partners who sold it here but the Complainants Transactions being far from Satisfactory and to the prejudice of the Partnership, as also not sending what money he ought to this Defendant in the Country a dispute arose, which was left to the Decision of other persons before whom it lay for 3 years and as this Defendant is Credibly Informed the said person was indebted unto the Complainant who in partiality to him and to the prejudice of this Defendant ordered that the Interest Bond now under Suit should be drawn in this Defendants Brothers name and Obliged this Defendant to sign it, without permitting him to see the contents which when this Defendant was acquainted with he told the said persons who had undertook to Decide the affair that they had done him Injustice and gave them his reasons for it; They then Answered that if this Defendant would pay half the amount of the Bond they would deliver it to him which this Defendant did not then agree

agree to, so the matter was dropt and some time after this Defr
and the Complainant was again concerned together in Trade till
at length another Dispute arose of the same Nature with the
former, that the Complainant had dealt unfairly in Partnership
the Case was referred to Arbitrators, one of which was at the deciding
the former Dispute the other a new Man These decided that no
Interest should be paid on the Bond under Suit and that the Princi
should be paid at Pag.s 10 p.r Month, the other part of the Dispute
relating to Trade in Partnership was decided in favour of this Defr
by a Ballance of Pagodas 2.18. This Defendant declares he has paid in
part of the said Bond now under Suit the sum of Pag.s 199 altho' the
Complainant set forth in his Bill he has received no more than P.s
190 This Defendant offered to pay the Complainant the remaining P.s 20
and demanded his Bond which the Complainant refused and insisted on
Interest notwithstanding it had been Ordered and agreed by the
Arbitrators to the Contrary and accordingly filed his Bill against
this Defendant This Defendant therefore prays this Honourable Court
to take the premisses into Consideration and oblige the Complainant
to abide by the Decision of the Arbitrators and to deliver the said Bond
on payment of the said Pagodas 20 which he is and always was ready
to pay

All which matters and things this Defendant is ready to
aver maintain and prove as this Honourable Court shall please to
award and humbly prays to be hence dismissed with his reasonable
Costs and Charges in this Behalf most wrongfully sustained.

Rob.t Sloper Attor.y
for the Defendant

5 March 1744

The Replyca of Tonapaiyana Chitty of Madras Replyant to the answer of Tilla Chitty of the same place Defendant

The said Replyant waiving to himself all manner of Benefit of Exception to the Incertainty Insufficiences and Untruths of the Defendants answer for Replycation thereunto saith that all and singular the matters and things in this Replyants Bill contained are true as they and every of them are therein alledged and exprest and that the answer of the Defendant to the said Bill is very untrue Imperfect and Insufficient in the Law to be replied unto and this Replyant further saith

That this Replyant acknowledges to have Carried on a Joint Trade in Grain with the Defendant and one Commetty Kisnah but absolutely denies ever to have acted anything to the Prejudice of the said Copartnership on the Contrary the whole money that Supported the said Trade was advanced by this Replyant and he detesting the other two partners in some Fraudulent practices Prejudicial to this Replyants Interest He thereupon demanded to have the Accounts clear'd not caring to have any further concern with them hereupon a dispute Ensued which was left to the Decision of certain Arbitrators who awarded that the Defendant should pay this Replyant Pagodas 219 ---- and the other Partner Pag" 219 ---- the Defendant not having ready money to pay agreeable to the award did in the most Earnest manner entreat this Replyant not

not to Distrese him for the said money But to accept his Bond which should be discharged as soon as he could raise the money this Replyant prevailed on by his Entreaties and promisses of speedy paym.t accepted his Bond which Bond is that Individual one which this Replyant now sues.

Sometime after this Defendant came to this Replyant and represented to him, that he the Def.t had fallen into a way of Trade very advantagious to him but wanted a little money to carry it on, and if this Replyant would lend it him He did not doubt being able in a short time to repay the same with Interest and also his former Bond debt this Replyant deceived by these fair pretences lent the Defendant money at that time but understanding shortly after.s that the Defendant had Imposed on this Replyants Credulity and that he had no such means to get money as he pretended this Replyant demanded Immediate Repayment of that last Sum The Defendant Shuffled and Endeavoured to avoid Repayment and pretended if this Replyant would refer this matter to some Impartial persons He would make it appear to them that he had not deceived this Replyant This Replyant did as the Defendant desired, who not being able to Support what he said was ordered to repay this Replyant this is the Substance of that affair which the Defendant artfully calls a Reentry into Copartnership in Trade. This Replyant doth deny that any dispute arising on the Bond now under Suit was referred to Arbitrators or that there was any such award made thereon as is set forth in the answer Viz.t that no Interest should be paid thereon; or that the Principal should be paid at 10 p.ag.s & Mo. what the Defendant

would

would have understood an Award was no more than an Intreaty of the
Arbitrators on Behalf of the Defendant who having complained to
them that this Replyant prosecd him for payment of the money due
on the said Bond and threatned in case of Non payment to sue him in
this Honourable Court the Arbitrators desired this Replyant not to
be hard with him but to receive the said money at 10 ℔ Cent. & ℔ Mo
but there never was any request of an abatement of Interest nor is
it reasonable to Suppose if there had that this Replyant would
have Complied therewith after so much ill Treatment received from
the Defendant as to the monthly payments of Ten Pagodas had the
Defendant continued them Nor that this Honourable Court had never been
troubled with this Suit but he after payeng Pag.ᵃ 190 made delay in
payment of the remainder which Compelled this Replyant to take the
Course he has since the Commencement of this Suit the Defendant came
to this Replyant begging him to withdraw his Bill and when that was
done he should be paid Principal and Interest but this Replicant
having suffered by withdrawing Bills before and ℔ forced to pay Costs
and commence a ℔ fresh those to be paid ℔ first the Defendant finding
he could do nothing with this Replyant without, Employed Chinna
Moota Chitty to make the affair up who offered this Replicant the
remaining Principal with 28 ℔ Ct Interest and Costs but as this
Replyants account of Interest is much more he refused to accept the
offer as to the Difference of Pagᵃ 9. let the Defᵗ produce a Receipt
for it or prove payment of it.

All which matters and things this Replicant is ready to
aver

Sworr maintain and prove and humbly prays as in and by his Bill of
Complaint he has already prayed

William Dumbleton
Attorney for the Replyant

9th April 1745

The Rejoinder of Tilla Chitty
of Madras Merchant Defendant to the
Replycation of Tannapah Nina Chitty
of the same place Complainant

The said Defendant Saving and Reserving
to himself all manner of Benefit and Advantage of Exception
to the Incertainties and Insufficiencies of the said Replycation
Saith

The Replyant alledges that all the Money that supported
the Joint Trade was advanced by him the Replyant, but this is
absolutely false This Defendant and Comatc Ruttnah were partners
together when the Complaint came and desired to be admitted into their
Partnerships to which they consented and he accordingly gave in his
Quota to the Stock as for the Bond under Seal this Defendant now speaks
as in his Answer that it was drawn without his Knowledge and the
Signing of it was procured as therein set forth together with the offer made
him by those who procured it at that time, of paying one half and the
Bond should be given up

The Replyant saying he afterwards lent this Defendant some
money

money is also false for the Sum advanced was on Account of Partnership and what this Defendant has already setforth in his Answer is true relating to the Arbitrators that by a Verbal Award as it was Ordered and Decreed this Defendant should pay no Interest and the Principal only at 10 Pags p Month This Defendant utterly denies ever to have desired the Complainant to withdraw his Bill promiseing to pay Principal and Interest But this Defr acknowledges that on the Commencement of this Suit this Defendant did apply to Chinna Mooka Chitty ahead of their Cast and acquainted him with the Repliants proceedings whereupon he sent for the Repliant and asked both parties Whether they would accept of a Proposal from him and make up their Difference, and told the Repliant that this Defendant should allow him the sum mentioned in the Replycation in Consideration of his staying so long for his money But this Proposal was rejected by this Defendant as being too hard upon him The Arbitrators having appointed him to pay no more than Principal and also Considering the means used to procure the said Bond all which this Defendant can prove And further in regard to the Pagodas Nine, this Defendant acknowledges he has no Receipt to produce, but that his Accounts will shew that the Repliyant had from him Rs 3. in Graine and one Pagoda in Cloth.... What remains due on the Principal to the Repliyant this Defendant is now willing nor did he ever refuse paying it So that it is plain this Suit owes its rise to the Malice of the Repliyant, whose Design therein is to Distress this Defendant and render him incapable of Following his present Business and this Defendant is ready to Aver maintain and prove all and every thing and things as the same are herein and hereby setforth alledged and Expressed

Robt Sloper attorney for the Defendant

804

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause wherein one Tannapa Nina Chitty is Complainant and one Silla Chitty and one Shadiah Chitty are Defendants.

1st To all the Witnesses Imprimis Do you know the parties Complainant and Defendants or either of them if yea, how long have you so known them or either and which of them Declare.

2d To Poindemilla Tondava, Coorapattee, Ananthah, Vellore Kisnah Item Do you know the Bond now shown you marked W. D. if yea what money is due thereon, who is it due to, and who is it due from Declare

3d To all the Witnesses Item Do you know or can you say any other matter or thing material for the Complainant in this Cause if yea set forth the same as you know have heard or do believe with the reasons of such your knowledge or belief Declare

William Dumbleton
Attorney for the Compl.t

Mayors Court at Madraspatnam

Between Tannapa Nina Chitty Compl.t
Silla Chitty and Shadiah Chitty Defendants.

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

Poindemilla Tondava of Madras Rice Merchant, aged

aged 40 years or there about to being produced as a Witness in this Cause on the part of the Complainant was on the 11 day of May 1763 Sworn at the Office of Mr Robert Roper Attorney for the Defendants by Commissa who left a note of the name & the and place of abode of the said Pondawia Pondava and afterwards on the same day being Sworn and Examined Deposeth as followes —

1st To the first Interry this Deponent saith that he hath known the Complainant 30 years and the Defendants 15 years or there abouts

2d To the second Interry this Deponent saith That he knows the Bond now produced and shown him at this his Examination marked W. D. That 219 Pagodas is due thereon from the Defendant Tilla Chitty to the Complainant and more saith not to this or the last Interry

Joseph Githin Exam.t

Pondava Chitty.

Corapate Ananiah of Madras Merchant aged 50 Years or there abouts being produced as a Witness in this Cause on the part of the Compl.t and after wards being Sworn and Examined Deposeth as followes.

1st To the first Interry this Deponent saith That he hath known the Complain.t 20 Years and the Defendant Tilla Chitty 13 years or there abouts but hath no knowledge of Shadapa Chitty

2d To the second Interry this Deponent saith That he knows the Bond now shown him at this his Examination marked W. D That 219 Pa.s is due thereon from the Defendant Tilla Chitty to the Complainant & more saith not to this or the last Interry

Joseph Githin Exam.r

Corapate Ananiah

Vodalure Kisnah of Madras Merchant aged 48 years or there abouts being produced as a Witness in this Cause on the part

Part of the Complainant and afterwards being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith That he hath known the Complainant 16 years and the Defendant 20 years or thereabouts

2d To the second Interrogatory this Deponent saith that he knows the Bond now shown him at this his Examination marked No. D that 219 Pagodas is due thereon to the Complainant from the Defendant Tella Chitty and more saith not to this or the last Interrogatory

Joseph Githin Exam.t

Vootature Kisnah

Interrogatories to be Exhibited to such Witnesses as shall be produced Sworn and Examined on behalf of Tella Chitty in a certain Cause wherein the said Tella Chitty is Defendant and one Tammapah Nina Chitty is Complainant

To all the Witnesses) Do you know the parties Complainant and Defendants in this Cause, or either of them, and which of them, and how long have you known them, or either and which of them Declare.

2d To Capalia Moodelare, Tella Chitty, Yellapah Seddon & Ramaniah Do you know any thing relating to the matter now in dispute in this Cause If Yea whatever passages or part thereof has occurred to your knowledge set forth as particular as your Memory will permit.

Do you know any thing of a Bond now depending between the Plaintiff and Defendant If yea, by whose order was the Bond drawn, to whom was it given, and how came the same to be given as also in, what manner was the same to be paid to the best of your Knowledge Declare.

3d Do you know or can you say any other matter or thing material for the Defendant in this Cause, if yea, Set forth the same as you know have heard or do believe with the reasons of such your Knowledge or Belief

Declare

Robt. Sloper Attorney for the Defendant

Mayors Court at Madraspatnam } Between Tonnapa Nina Chitty Complainant

and Tella Chitty Defendant

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

Coopella Moodelare Pondypauch merchant Aged 52 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 13 day of June 1745 shown at the Office of Mr. Wm Dumbleton Attorney for the Complainant by Connecapa who left a note of the Name Title and place of abode of the said Coopella Moodelare and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st To the first Interrog this Deponent saith that he hath known the Complainant 10 years and the Defendant 25 years or thereabouts.

2d To the second Interrog this Deponent saith That he is acquainted with the matter now in Dispute Between the parties which arose about their Accounts relating to the Paddy Trade for the adjustment of which two Arbitrators were appointed Viz.t Pondemilla Tondawa and Coopadee Ananbah who ordered a Bond to be Drawn which the Defendant Signed without Inquiring into the Contents but on his hearing the Bond read to him

him afterwards said he thought it not reasonable he should pay Interest for money he had not Received That he had about 500 Pagodas due to him in the Country which when he Collected he would pay the Complainant The Arbitrators said if he would pay down half the money then they would Cancel the Bond. The Defendant replied he would have nothing to do with the Said and went away Displeased This Deponent further saith that he heard the above Arbitrators and the Complainant sent for the Defendant the same night when the Complainant said he would advance the Defendant more money to purchase Paddy and agreed that the Defendant should pay the Bond off at 10 Pag.s p.r Month and that he would not require any Interest thereon which the Defendant consented to he further saith that two years after this agreement he heard that the above Vindemitta Sondava and one Paithe Nellain were appointed to adjust the matter between them a second time who determined that the Defendant should pay off the Bond at 10 Pagodas p.r Month and that no Interest should be allowed thereon That the Bond now depending between the parties is the same above mentioned drawn by the order of Vindomitta Sondava and Coraputee Annanthah and given to the Compl.t and more saith not to this or the last Interrog.y

Sworn Sithin exam.d

The mark of Coopella Moodeliare.

Nella Chitty of Madras Rice Merchant aged 80 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows

To the first Interrog.y this Deponent saith that he hath known the Complainant 35 years and the Defendant 10 years or thereabouts.

Sworn

Jsaac To the second Interrogatory this Deponent saith That the partys referred a dispute between them about Accounts to Pandamilla Tondava and this Deponent which they adjusted and there appeared a Ballance of 3 Pagodas and odd ffanams due to the Defendant He further saith that the Defendant desired they would then likewise settle a Bond the Complainant had for 219 Pagodas and that they replied they came not for that purpose but at the Defendants entreaty they determined that he should pay down 30 Pagodas in part & the rest at 10 Pagodas p Month The Complainant objected that the Interest of his Money was lost This Deponent and said Tondava pleaded that the Defendants circumstances were low and advised the Complainant to accept of his principal fast and doubted not but the Defendant would make him some Recompence afterwards in Consideration of Interest The Complainant disapproving of their Decision of the dispute to Chinna Moota Chitty and Cundapa Moodeliare who sent for this Deponent and the said Tondava and after they had Inquired into the affair determined that the Complainant should be allowed 27 or 28 Pagodas Int on the Bond which the Complainant not thinking sufficient filed a fresh Bill That the above Bond is now depending Between the parties but knows not by whose order the same was drawn or can further say more than what he has above related.

Joseph Githin Exam^d Nellain /

Yellapah Merchant of Madras aged 25 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth first as follows.

510

1st To the first Interrogatory this Deponent saith that he hath known the Complainant Six years and the Defendant 7 years or thereabouts.

2d To the second Interry this Deponent saith that he knows Pondemilla Tondava and Nulla Chitty about 8 years ago Examined the parties accounts for 3 or 4 days and on adjustment found the Complainant indebted to the Defendant on Ballance in the Sum of ℳ 18. 60 after that the Defendant desired they would then likewise settle a Bond in dispute between him and the Compl.t The above Arbitrators replied they came not for that purpose but at the Defendants Intreaty they determined that he should pay the Compl.t down 30 Pagodas in part and the rest at 10 Pagodas ℳ Month. The Compl.t insisted on Interest but the Arbitrators would not allow any he further saith That the above Bond is now depending between the parties but knows not by whose Order it was drawn or can further say to this or the last Interry

Joseph Gibbin Exam.d

Pyllapa

Siddin of Madras Bunyan Merchant aged 30 Years or thereabouts being Produced as a Witness in this Cause on the part of the Defd. and afterwards being Sworn and Examined Deposeth as follows.

1st To the first Interry this Deponent saith that he hath seen the Complaint but hath no certain Knowledge of him That he knows the Defendant and hath so known him 10 Years.

2d To the second Interry this Deponent saith That meeting with Nulla Chitty Pondemilla Tondava and the Defendant some months past he heard the said Nulla Chitty and Pondemilla Tondava advising the Defend.t to pay off the Principal of the Complainants Bond which they had determined to

So Ice paid off as 10 Pagodas p Month as promised when he had discharged the Bond he gave him dies for one Day and a Chout This Deponent has no knowledge of the Bond now depending Between the parties Neither can he say by whose Order it was drawn or to whom it was Given and more saith not to this or the last Interrogatory

Joseph Githin Exam.t

Siddin

Samaniah of Madras Conicoply aged 36 years or thereabouts being produced as a Witness in this Cause on the part of the Defendants and afterwards being Sworn and Examined Deposeth as Followes

1st To the first Interry this Deponent Saith That he hath known the Compl.t 20 years and the Defendant 6 years or thereabouts.

2d To the 2d Interry this Deponent Saith That he is not Particularly acquainted with the matr in Dispute between the parties but Saith when the Complainant first put this Defendant in Court He the Defendant came with the Defendant Pondemilla Tondawa and Nella Chitty and complained thereof to this Deponent who asked the said Tondawa and nella Chitty the Cause of their difference Pondemilla Tondawa replied the dispute was about a Bond depending Between them and added that if the Defendant had paid half the money down when the Bond was made it would have been then Cancelled but as he did not it was ordered to be paid at 10 Paz.o p Month And further this Dep.t knows not or can say to this or the last Interrogatory.

Joseph Githin Exam.o

Sworn.m Ramaniah

512

10 augt 1706

I Sellava Chitty son of Davellacon Petty Chadaliah Chitty do hereby acknowledge to have Borrowed and Received of Vinah Chitty son of Tomba Chitty the sum of 215 Pagodas which Sum I promise to pay on demand with Interest at Nine p Cent

Signed by Tilla Chitty and Chaddien by Sellava Chitty's Consent

Witnesses

Congatee Swamiah
Pandemilla Sunda Chitty
Tondava Chitty Son of Nellamoolee Chitty
Dramm by Moolee Chitty son of Bollaty Chitty

Translated from a Cadjan said to be the Original

Joseph Gethin Exam.r

Dr. Sella Chitty and Chadaiah Chitty Cr.

1736
Augt 10 To a Bond running at Land Interest given unto their Father Collaush Chitty, Name, and signed by themselves, as is with their said Fathers Consent which Methodes Customary amongst some sorts of People 210 .. ..
Interest thereon from the above date to Sept. the 17th 1745 @ 8 ℔Cent. pr Annum 159.15.40

Pagodas 378.15.40

1736
Augt 20 By Cash received 30 .. ..
Sept. 2 By Do. 10 .. ..
1737 2 By Do. 10 .. ..
April 2 By Do. 10 .. ..
May 2 By Do. 10 .. ..
June 10 By Do. 10 .. ..
July 11 By Do. 10 .. ..
Augt 8 By Do. 10 .. ..
Sept. 8 By Do. 10 .. ..
Oct. 12 By Do. 10 .. ..
Nov. 15 By Do. 10 .. ..
Dec. 9 By Do. 10 .. ..
1738 9 By Do. 10 .. ..
Janry 8 By Do. 10 .. ..
Mar. 8 By Do. 10 .. ..
1740 16 By Do. 10 .. ..
April 16 By Do. 10 .. ..
May 16 By Do. 10 .. ..
Sept. 19 By Do. 10 .. ..
30 By Do. 10 .. .. 190 .. ..

By Interest on the above Sums from their respective dates to Sept. 17. 1745. @ 8 ℔Cent. pr Annum

On Pagd. 30	to 43. 26	8.	27. 66
On do. 10	42. 14	2.	29. 72
On do. 10	41. 14	2.	27. 41
On do. 10	40. 14	2.	25. 10
On do. 10	39. 6	2.	22. 6
On do. 10	38. 5	2.	19. 48
On do. 10	37. 11	2.	17. 55
On do. 10	36. 11	2.	15. 25
On do. 10	35. 4	2.	12. 26
On do. 10	34. 1	2.	9. 58
On do. 10	33. 7	2.	7. 60
On do. 10	32. 8	2.	5. 40
On do. 10	30. 11	2.	.. 72
On do. 10	29. ..	1.	22. 48
On do. 10	28. ..	1.	21. 16
On do. 10	27. 27	1.	21. 30
On do. 10	25. 16	1.	20. 28
			45. 3. 70
			235. 3. 70

By Ballance due from them 143. 11. 50

Pagodas 378. 15. 40

Fort St George Sept. 17th 1745
Errors Excepted
William Dumbleton
Attorney for the Complainant

17th Sept. 1745.

Between Tonnapa & Nina Chitty Complainant

and

Tella Chitty and Shadiah Chitty Defendants.

To the honble the Mayors Court at Madraspatnam

In Pursuance of an Order made in this Cause on the 17th Instant I have Audited the annext Account Current and do find the Ball of the said Account to be 163. 11. 50 due from the Defendants to the Compt as set forth in the said Account All which I Humbly Certify to this Honourable Court Witness my Hand in Fort St George this 24th day of Sept. Anno Domini 1745

Noah Casamajor
Reg.r

Mayors Court at Madraspatnam

Tuesday the 24 day of Sept. Anno Domini 1745 Between Tannapah & Nina Chitty of Madras Merchant Complainant and Tella Chitty and Shadiah Chitty of the same place also Merchants Defts

This Cause coming on this Day to be heard and debated before this Court in the presence of the Complainant and the Defendant Tella Chitty and of the Attorneys on both sides, On hearing the Complainants Bill the answer of Tella Chitty the Replication, the Rejoinder, the Proofs taken in this Cause An Order made in this Cause on the 10th Instant Translate of the Bond mentioned

the Plaintiff sues with an account Current in pursuance of the before said Order another Order made in this Cause on the 17th Instant and the Registers Report &c. pursuance thereof. And on Examination of the matters in this Cause what was alledged on either side and due Consideration had thereon, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant Tilla Chetty

P. 143:11:50 do pay unto the Complainant the Sum and Sum Sum of 143:11:50 so much appearing to be due from the Defendant to the Complainant according to the before mentioned Report and Account together with such Interest from the 17 day of this Instant Sept. after the Rate of 8 P Cent P Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit

To Wm Noah Casamajor Esq.

To the Honble the Mayors Court

the 20th Novemr 1744 at Madrasspatnam.

Humbly Complaining Sheweth unto this Honourable Court your Orator Tombe Nina Chitty Merchant of Madras having had Sundry dealings with one Guapah a Syrang also formerly an Inhabitant of the place aforesaid He the said Guapah having occasion for a sum of money did apply himself to your Orator for the Loan thereof whereupon your Orator did advance and lend the said Guapah the Full and just Sum of Pagodas 37 Current Money of Madras which in Sterling money of Great Britain accounting each Pagoda

Pagoda's & amounts to £ 13. 6 or thereabouts and for Recovery the
Repayment thereof with Interest accruing thereon on Demand He the
said Gnapah did in and by one Mortgage Bond assign and Convey
unto your Orator One House Situate lying and being in Vascar Street
in the Peddanaigues Petty and it was in and by the said Mortgage
Bond Stipulated that the said Premisses therein mentioned should
become the Property of your Orator and his Heirs for ever Subject
nevertheless to the usual Proviso in such Cases and your Orator
shews that the said Mortgage Bond bears date in Fort St George
the 3d day of June which was in the Year of our Lord 1728 and
is now in your Orators Custody ready to be produced as this
Honourable Court shall direct which said Bond is drawn
Obligatory to one Callapan Chavree Tremalapah Moodely but your
Orator is the true proprietor thereof and lent the money due
thereon And your Orator further shews unto this Honourable
Court that since the before recited Transactions happened the said
Gnapah herein before mentioned has withdrawn himself out of
the Districts of this Honourable Court and tho' your Orator
hath made use of all amicable measures to procure payment
your orator hath hitherto obtained no manner of Satisfaction

Therefore your Orator prays a General Relief in the
premisses, such as to this Honourable Court shall seem agreeable
to Equity and Good Conscience & the end of the Bill

William Dumbleton

attorney for the Complainant

Hayes

Mayors Court at Madrasspatnam

Tuesday the 25th day of Septemr Anno Domini 1745 Between Tombo Nina Chitty of Madras Merchant Complainant and Gnanah Syrang of the same place Defendant

Whereas on or about the fourth day of novr 1744 the said Tombo Nina Chitty preferred his Bill in this Court against the sd Defendant Gnanah Syrang for the Recovery of the principal Sum of Pc 37 due on a Mortgage Bond with Interest thereon Whereupon a Summons Issued under the Seal of this Court commanding the said Defendant to appear on the 27th day of the aforesaid Month at which time the Sherriff returned the said Summons that the Defendant was not to be found Whereupon a Warrant of Arrest Issued against the said Defendant which was also at the day of the Return thereof returned by the said Sherriff that he was not to be found and on the 5th day of March 1744/5 at the request of the said Tombo Nina Chitty (he having made oath to the Truth of his debt to the satisfaction of this Court) a Warrant under the Seal of the Court Issued out directed to the Sherriff of Fort St. George Madrasspatnam and districts thereof returnable the 2d day of April then next Ensuing Commanding him to Sequester the Goods Chattells and Effects of the said Gnanah Syrang within his Districts and Whereas on the 27th day of March the Sherriff did make return of the said Warrant and did thereby Certify that he had by Virtue thereof Sequestred a

Mudhouse

Mudhouse situate in Tonjalabas Street in the Muttal Pettah between the
houses of Tindulle alley and Lingama in length 13 feet and an half
of a foot and in Breadth 13 feet with a piece of Ground adjoining
thereto in length 28 feet and in Breadth 19 feet the property of the
Defendant And Whereas the usual notice was given for the said
Gnanapah Syrang to appear and answer the said Bill of Complaint
Pursuant to the Directions of his late Majesties Charter which
Notwithstanding he neglected to do this Court taking the premisses
into Consideration therefore think fit to Order and Decree and doth
accordingly order and Decree that the Defendant do pay unto the
Complainant the ffull and Just Sum of Thirty Seven Pagodas
Current of Madras being the Principal Money of the Mortgage
Bond on which the Plaintiff Sues together with ——— Interest after
the rate of 8 ffor Cent ffor Annum as now is or shall hereafter
become due thereon, until full payment is made and also the Costs
of this Suit and that the Mortgaged and Sequestred premisses
now remaining unsold, be sold, and the money arising from such
Sale paid unto the Complainant in and towards the Discharge of
his said Debt and Costs.

P. 37.

Per Cur
Noah Casamajor
Regr

23th February 1743

To the Honble the Mayors Court
at Madraspatnam ———

Humbly complaining Sheweth unto this Honourable Court
Your Orator Trevenbelum Pandarum of Madras Inhabitant that
had Sundry dealings with one Govinda Chitty of the same place
Inhabitant

Inhabitant and Merchant to the said Govinda Chitty having Occasion
for a Sum of money did apply himself to your Orator requesting the
Loan thereof whereupon your Orator did advance and lend unto
the said Govinda Chitty the full and Just Sum of Pagodas 57 Current
of Madras for Securing the Repayment of which Sum the said
Govinda Chitty did in and by one Mortgage Bond assign and Sett over
unto your Orator one Bond given by one Sattanee Tripoly and
payable with Interest to the said Govinda Chitty the Principal Sum
being P.s 200 these Mortgaged premisses your Orator had possession
of some time and then desired Govinda Chitty to redeem them Govinda
Chitty ordered your Orator to send them to his the said Govinda Chittys
house and he would return the Principal and Interest due thereon
by the Bearer your Orator hereupon sent the said Bond by a person
your orator could Confide in who after having kept the said Bond
some time returned it to your Orator saying he could not get the
money from Govinda Chitty your Orator took the Bond and on
perusing it found an Indorsement on it of P.s 150 your Orator
Immediately made Inquiry how it came Indorsed but could get no
satisfactory account of it hereupon your Orator forthwith acquainted
Govinda Chitty of the affair who in a Passion called this your Orator
many Opprobious Names and threatned to complain to the Cast
of your Orator unless your Orator would give him the said Govinda
Chitty a fresh Bond payable your Orator for the Sum for which
the Indorsed Bond was Originally given by Sattane Tripoly your
Orator was obliged to Comply with those hard Conditions as Tripoly
was

was then out of Town your Orator then first deducting what he had
lent on the Mortgage gave the said Govinda Chitty a fresh Bond for the
remaining Principal being 143 Pag.s Some time after the above Transt.
Tripoly came into the place and your Orator applied to him to know
if he had paid any part of the said Bond which he had given to Govinda Chitty
for 200 Pagodas he answered no then your Orator Informed him of the
Endorsement and desired he would Give a fresh Bond of the same Tenor
and date Tripoly Hesitated thereat for sometime but at Last Gave such a
fresh Bond as your Orator required your orator straightway carried it to the
said Govinda Chitty before mentioned and demanded to have his your Orators
Bond for 143 Pagodas Delivered up to be Cancelled but the said Govinda
Chitty thereupon replies no I have no Concern with Sattanee Tripoly
You are my Debtor (and) I Expect you would pay me soon the Contents
of your Bond or I shall Enter an Action against you in the Mayors
Court you Look to Tripoly and get your money how you can Thus
May it plean this Honourable Court stands the Case between your Orator
and Govinda Chitty your Orator therefore prays this Honourable Court will be
pleased if it shall appear to them agreeable to Equity to Order the said Govinda
Chitty to pay to your Orator his Principal Sum of Pagodas 57 Lent on the
Mortgage also Interest thereon from the day Twas Lent to the Day of payment
also to deliver up your Orators Bond and to take from your Orator the Bond
given by Sattane Tripoly and your Orator prays such further and other
General Relief in the premisses as to this Honourable Court shall appear
agreable to Equity and good Conscience

William Dumbleton
Attorney for the Complainant

The Answer of Govinda Chitty Mercht
of Madras to the Bill of Complaint of Sp Iravenbelum
Pandarum of the same place a Noted Brominy

The said Defendant saving to himself all Benefit of Exception to the
Errors and Imperfections in the said Bill Contained for answer thereto or unto so
much thereof as this Defendant is advised materially concerneth him this
Defendant to answer unto, he this Defendant answereth and saith.

That he admits he did Borrow of the Complainant the Sum
set forth in his Bill and also that this Defendant did Deposit with the
Complainant a Bond given by Sattanee Troyaly for Pag.s 200 the paid
being Wrak by one Vellen a Conicoply to the Suavenger and Witnessed
by Iravenbelum Pandarum the Complainant and Sija Mahamed.

This Defendant humbly Begs Leave to set forth and Explain to
this Honble Court how this affair has been Transacted by the Compl.t
and what means has been made use of by him to Accomplish his
fraudulent designs. In the first place when this Defendant had put the
Complainant in possession of the Bond on Sattanee Troyaly for P.s
200 the Compl.t in a Base and Wicked manner went to the said
Sattanee Troyaly and told him as you are Indebted to Govinda
Chitty by Bond the sum of Pagodas 200 which Bond I have in my
Possession, and if you will pay to me part there of, there shall
then be Indorsed from off it Pagodas 150 This Sattanee Troyaly
consented to having without Doubt what he thought a sufficient
Consideration for it accordingly Pag.s 150 was Indorsed off from the said
Bond without the Knowledge or privity of this Defendant whose

Property

Properly the said Bond was and with an Intent to Cheat and Defraud
this Defendant of what was due to him on it. But as it frequently happens
when ill minded People Disagree, their is Discoverys made of their Actions
So it happned Between the Complainant and the said Sattanee Tryaby
for on their falling out, Sattanee Tryaby was for Confirming it that
he had paid the Complainant the full sum Endorsed off the Bond
and the Complainant denied the same on which they had a Hearing
before Thomas Eyre Esqr who Alleged them to be Answerable by Security for
each to the other and declared his Opinion that neither of them was so
Honest as they ought to be By this means came to light the
unwarrantable Actions that had passed between the Complainant and
the said Sattanee Tryaby This is the Real Fact and not as the
Compts Endeavours Craftily to Insinuate that this Defendant sent to
the Complainant for the said Bond promiseing to return the Principal
and Interest due to the Complainant by the Bearer and then has Recourse
to a Weak pretence for Sheltering his base designs namely that he sent
the said Bond by a Person who he thought he could well have Trusted,
but after keeping it sometime on the return of it, the Complainant pretends
a Surprize on finding Pagodas 150 Indorsed off the said Bond, tho' at
the same time he had been the sole Manager of it and had Cancelled and
Cut of the head of the said Cadjan When it came to the knowledge of the
Defendant he was greatly astonished thereat, and Immediately declared he
would complain to the Governour of the abuses done him by the Complainant But
Vencata Swamy hearing of it desired it might be left to him to Adjust
the Matter and when he had Inspected into it, told the Complainant
the

he had been guilty of an unwarrantable Action and must therefore make this Defendant Satisfaction. The Complainant did then publickly declare that as the Bond in Sattane Tryoly was for Pagodas 200 and that this Defendant had received from him the Complainant the Sum of Pagodas 57 That he the Complainant would give to this Defendant his Bond for the remainder being Pagodas 180., which he accordingly did to pacifye the Just resentment of this Defendant and also that this Defendant was to have nothing further to Say to Sattanee Tryoly; The said Bond for Pagodas 57 Given by this Defendant to the Complainant and as the Sum vizd for, was likewise Cancelled notwithstanding the Evil Actions of the Complainants had been thus detected Still they did not end here, for as he was equally in Principals to the Carrying on so Wicked a Design, he then proceeded further, and went to the said Vellana who wrote the said original Bond given by Sattanee Tryoly for Pagodas 200 and got him to draw another, after this was done, he thought it necessary to have the same Witnesses to this as was to the Original he himself being one, the other Coja Mahamud, who was then prisoner by Order of this Honourable Court he therefore applied to the said Coja Mahamud to sign as a Witness to the fresh drawn Bond, promising at the same time, that if he would Consent thereto, that the Complainant would get him Released from his Confinement, but the said Coja Mahamud refused so to do, and sometime after Informed this Defendant of what had passed This Defendant humbly Conceives the Complainants Views in Getting a fresh Bond drawn and Witnessed by the same persons who was to the Original, was a Management between the Complainant and the said Sattanee Tryoly in Order to

Cover

Cover and Disguise their Actions with relation to the Interesting Pr150
off the Original Bond and also by such means to get from this Defendant
the Bond the Complainant had given him for Pr 113 when they had so
done the said Sattance & Torpoly was to be sent away (which is now the
case) and this Defendant betweenthem Defrauded of his said Debt.

This being the true state of the Case Between the Complainant
and this Defendant This Defendant humbly hopes this Honourable
Court will take it into their serious Consideration, that thereby the Designs
of such Evil disposed persons may be prevented, and their Actions Justly
noticed by this Honourable Court.

All which Matters and things this Defendant is ready to averr
maintain and prove, and Humbly prays to be hence Dismissed with
reasonable Costs in this Behalf most wrongfully Sustained.

Rob.t Hooper

22d May 1714

The Replication of

Iohannis belum Pondaricum Replyant to
the Answer of Govinda Chitty Defr.

The said Replyant Saveing to himself all
advantages of Exception to the Incertainties Untruths and Insufficiency
of the Defendants said Answer for Replycation thereunto saith that
all and Singular the matters and things in this Replyants Bill
contained are certain true and sufficient in the Law to Demand an
Answer and that the Defendants said Answer is now Imperfect &
Insufficient in the Law to be Replyed unto and this Replyant further
saith

That

That one Sattanee Tripoly stood Indebted to the Defr
in the Sum of Pr. 200 on a Bond and the Defendant did Mortgage
the said Bond and likewise the Bill of Sale of a House, both to this
Replyant for the sum of 57 Pa.r which sum he the Defendants
promised to repay and take up his Mortgage in Two Months time
which as yet he has not performed and this Replyant Saith that
upon asking the Defendant for the money the Defendant Said to me
have the Bill of Sale and I will Mortgage it elsewhere and pay you,
but this Replyant being Dubious of Govenda Chitty said bring a
person to be bound for you and I will let you have the Bill of Sale
He accordingly brought a Sufficient Security and had the Bill of Sale
and when the Defendant had got the Bill of Sale in his Posision he
never thought of paying this Replyant but came to this Replyant again and
wanted the Bond for Pag.s 200 and said that he would Mortgage that
and pay this Replyant his debt and this Replyant saith that he was so
Easy as to let the Defendant have the Bond on giving Security for it
and this Replyant saith that after the Defendant had Endeavoured
to Mortgage the said Bond at Several places, but could not the Def.t
brought again the Bond to this Replyant who said to the Def.t Sattanee
Tripoly is Indebted to you Pagodas 200. on this Bond, if you are willing
I will send it to him and let him pay the Bearer what you owe me, and let
him Indorse of the same on the Back and return it, accordingly a person
carried the Bond to Sattanee Tripoly and demanded the Sum due from the
Defendant to the Replyand desiering he would pay the same and indorse it
on

on the Back Sattanee Tryphy Said that he would pay Pagodas 50. and
Endorse that, the Bearer vayd pay me the money down and then you
may Endorse it, Sattanee Tryphy vaid you shall have the money
Instantly let me se the Bond, who no sooner had got the Bond into
possession but Immediately Endorsed as this Repliants Messenger
supposed P.50 on the Back thereof paid, and then gave the Bond and
the person asking for the money Sattane Tryphy vayd, my brother is
not at home, stay till he comes and you shall have it, but this Repliant
saith that the person staid till 9 o'Clock at night and no Brother
came, so Sendeing there was no hopes of the money the person returned
to this Repliant with the Bond and related what had passed and
then went home And this Repliant saith that in the Morning
looking on the Bond he found on the Back thereof same Gentue
writing which this Repliant could make nothing of, so taking it to
a person that understood Gentues he found that instead of Pag.s 50 he
had Endorsed Pag.s 150, which surprized this Repliant and
Immediately this Repliant went to the Defendant and acquainted
him thereof Saying "You gave me leave to send the Bond to Sattanee
" Tryphy sorto get the Sum you owe me who promised to pay
" P.s 50 and Endorse it but instead of P.s 50. he has Endorsed P.s 150
" at this the Defendant grew angrey and said what is it to me say you
" that, and make it up as you can, you must be Answerable to
" me for th afterward this Repliant and the person that carried the
Bond went to Sattanee Tryphy and said to him, you have done

a villainous Action by Endorseing P.ᵉ 150. instead of P.ᵉ 30. which you promised to pay but have not, Tripoly Swore point blank he had paid this Replyant P.ᵉ 150 which the Defendant hearing of, a Quarrel Ensued Between this Replyant and the Defendant who made a Complaint to Audeapa and Venkata Swamme who sent a Company to Both this Replyant and Sattanee Tripoly who Mitigated the affair thus, Sattanee Tripoly says he has paid you P.ᵉ 150. you deny it, Still „ you two can agree you must make some Satisfaction to Govinda „ Chitty. This Replyant denied to comply herewith, then Audeapah say'd „ it is Nothing but Justice that the Defendant should have some „ recompence for his Bond therefore do you make a Bond for P.ᵉ 143 „ payable to Govinda Chitty which with the P.ᵉ 57 he owes you will „ just make up the amount of his Bond Pag.ᵉ 200, and when „ Sattanee Tripoly and you have made up matters, Get Sattanee Tripoly „ to Draw up a fresh Bond payable to Govinda Chitty for P.ᵉ 200. and „ bring the same to me and I will see you paid your Pagodas 57. „ and see that you have your Bond of Pagodas 143 returned you „ Audeapa's proposal this Replyant to make all things easy complied with, and then made his Complaint to Thomas Pyne Esq.ʳ against Sattanee Tripoly who sent for him and Inquired into the matter and appointed the next Morning to make an End of it, but the next Morning Sattanee Tripoly (through fear and dread) in the presence of three persons made a fresh Bond to Govinda Chitty in the same manner

manner as the former which he Delivered to this Replyant saying he was sorry for what he had done, and that if the same had come before the Justices, he should have been punished, after this, this Reply and rayzed the Bond to Audrapah and Vencapy Swamme and desired them to get his Pagodas 57 as also the Bond for Pagodas 183 Audrapa said get the Bond signed by Coja Mahamud and then you shall have your money and Bond Coja Mahamud being then in the Townhall Cockhouse both this Replyant and Sattannee Tripaly went to him and desired him to sign to the Bond but he refused, by reason the Defendant Govinda Chitty advised him to the Contrary and also advised Sattane Tripaly to leave this place; by reason he was not able to pay the Debt and as he had a Bond from this Replyant He (the Defts) thought himself secure as he Imagined he could come upon this Replyant for the Debt and this Replyant saith that the Defts being Indebted to this Repltt in the sum of P.as 57 and being unwilling or unable to pay it has occasioned those debates and Troubles

And this Replyant is ready to averr maintain and prove the same as this Honourable Court shall award and humbly prays as in and by this Replyants Bill he hath already prayed

William Dumbleton

Attorney for the Replyant.

10th July 1754

The Rejoinder of Goomda Chitty to the Replycation of Trewenbelum Pandarum

This Defendant Saving and reserving to himself now and at all times hereafter all and all manner of Benefit and advantage of Exception to the many Errors Uncertainties Imbraths & Imperfections in the said Replycation contained Saith that this Defts Answer is certain True and Sufficient in the Law to be Replied unto and he further saith.

That the Complainant has filed his Replycation with notorious falsehys und which this Defendant does not in the least doubt but to make plain and Obvious to this Honourable Court by undeniable Proofs and as one Instance towards the same begs leave to annext hereto Translate of an Agreement given by one Nellana to Padda Naique son of Moorke Naigue bearing date the 13 day of May Anno Domine 1748 by which together with such Proofs this Defend can give to Support the same, its humbly presumed it will clearly appear to this Honble Court That the Complainant has had recourse to unwarrantable practices in order to Support and carry him thro' the affair now depending.

This Defendant thinking it needless to trouble this Honble Court with a Long and Tedious Rejoinder by particularizing on the many falsehys set forth in the Complainants Replycation. Further saith as in and by his said Answer he hath already said and doth

and

and will avow and maintain all and every thing and things therein to be true and certain in such manner and form as they and every of them are therein alledged and expressed.

Robert Sloper attorney for the Defendt

Translate of an Agreement given by Pallana the Scavengers Conicoply to Poddanaigue son of Moorte Naigue Dated the 13th day of May Anno Domini 1744

Whereas Poddanaigues Son of Moorte Naigues has delivd a Bond to my Care which he received from Trevumbalum Pandarum I hereby Oblige my self to retain the same in my Possession, until such time as they, the said Poddanaigue and Pandarum shall meet before me and mutually agree for the Delivery thereof: I likewise hereby acknowledge to have in my Possession the Bond Pandarum has given Poddanaigue for Twenty Pag.s having promised Poddanaigue that sum as a present in Case he gains his Cause ag.t Govinda Chitty, which Bond I hereby promise to deliver up when Judgment shall be given in favor of Pandarum, as also to deliver the discharge Pandarum has given Poddanaigue, now in my Custody, of Conneapauvil Dasare the Witness is sufficient

drawn and Signed by Pallana

Translated from a Cadjan Supd to be the Original, as near as it will admit,

Joseph Githion Exam.r

10 April 1743

To the honourable the Mayors Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honble Court your Orator Govinda Chitty Merchant and Inhabitant of Madras having had Sundry dealings with one Trevenbelum Pandarum also Inhabitant of this place, By which means the said Trevenbelum Pandarum became Indebted to your Orator the Sum of Pc 193 and for which sum the said Trevenbalum Pandarum did give to your Orator one Cadjan Note or writing Obligatory under his Hand Bearing date the 19th day of August which was in the year of our Lord 1743 thereby Obliging himself to pay the same to your Orator on demand with Interest thereon at the rate of Nine p Cent p Annum Translat of said Note or Bond is hereunto annexed for the Inspection of this Honourable Court, Original of which is in the Possession of your Orator

And your Orator shews that he has frequently in the most friendly manner demanded payment of the same from the said Trevenbelum Pandarum but has often been put off with frivolous excuses, till at last the said Trevenbelum Pandarum in order to Intimidate your Orator and Shift off if possible from answering your Orators Just demand; Filed a Bill in this Honourable Court against your Orator for Pc 57 your Orator thereunto has made answer, reference thereunto being had will more fully Inform this Honourable Court the Several Proceedings of the said Trevenbelum Pandarum and your Orator

Orator further shews, that the said Trevenbelum Pandarum absolutely refuse to give your Orator any manner of Satisfaction in the premisses.

To the End therefore that the said Trevenbelum Pandarum may upon his Corporal Oath True and perfect answer make to all and every the matters aforesaid as fully truly and Effectually to all Intents and purposes as if the same was here again repeated and Interrogated and be Decreed to Discharge his said Obligation to your Orator by paying the Principal and Interest that is or may become due thereon and that your Orator may have such further and other Relief in the premisses as may be agreeable to Equity and good Conscience.

Robt Hooper Solr for the Complainant

19 August 1743

I Trevenbelum Pandarum do hereby acknowledge to have Borrowed and Received of Govinda Chitty Son of Pillala Chitty the Sum of 1130 Pagodas Curr.t of Madras which sum I promise to pay on demand with Interest at Nine p.r Cent.

Witness /
Venkata Swamme
Venkata Krishnama

Trevenbelum Pandarum

Drawn by Monnelly Chinatowreby

Translated from a Cadjan said to be the Orig.l

Joseph Githin Exam.r

The Answer of Trevenbelum Pandarum Defr

Defendant to the Bill of Complaint of Govinda Chitty.

This Defendant saving to himself all Benefit of Exception to the Errors and Imperfections in the said Bill contained for Answer thereunto or unto so much thereof as he this Defendant is advised materially doth concern him this Defendant to make Answer unto He this Defendant Answereth and Saith

That he admits it to be true that he did give the Complainant a Bond for the sum of P.s 113 But this Defendant did never receive any Valuable Consideration for the same and how this Defendant came to give the Complainant such a Bond, shall hereafter be set forth The Complt did Mortge to this Defendant one Bond for Pagodas 200 due and payable from Sattanee Tupoly to the Complainant for the Sum of Pagodas 57 which Bond the Complainant promised to take up in Two months time and that time being Expired and this Defendant making a Demand of his money the Complainant said if you will let me have the Bond I will see and procure you your money and upon the Complainants giving this Defendant good Security for his Money this Defendant did give the Complainant his Bond. But the Complainant not being able to raise any money on the Bond brought it back again and delivered to this Defendant and this Defendant saith that by the Liberty of the Complainant he did send the said Bond to Sattane Tupaly and requested him to pay to this Defendant the Pagodas 57. due from the Complainant and Indorse the same on the back of the Bond Sattanee Tupoly said that he would pay Pagodas 50 and taking the Bond did instead of Indorsing 50 put down

One

One hundred and Eighty [illegible]

acquainted the Complainant thereof who sayd he had nothing to say to it

for the Bond was Mortgaged to him and that he must make it Good then

this Defendant went to Suttanee Tripoly and Challenged him with his

Knavery and afterwards the Complainant went and made a Compliant to

Audeapah who sent for Suttanee Tripoly and this Defd And upon Examining

them Tripoly Above Named Blank that he had paid this Defend [illegible] 150

which he had Endorsed on the Back of the Bond upon Sayeing of which

Audeapah said to this Defendant you must make Govinda Chitty Some

Satisfaction for his Bond therefore what you can make it up without

Tripoly do you give Govinda Chitty a Bond for Pags 143 which by

Discounting the P 37 that he owes you Just makes up the amount of this

Bond of Rs 200 due from Tripoly, And this Defendant saith that by the

Perswassions of Audeapah he did give the Complainant a Bond for P 143.

afterwards this Defendant made Complaint to Mr Lyres against Tripoly

by which means this Defendant got a fresh Bond from Tripoly for P 200

in the same manner as former and Carried the same to Audeapah who

sent for the Complainant to come and take his Bond and to pay this Defs

his Pagodas 37 and to deliver him up his Note for Pags 143 which the

Complainant promised to do, but as yet never has performed And this

Defendant Saith that he is no ways Indebted to the Complainant but that

the Complainant now Stands Indebted to this Defendant in the sum of P 150

ready money lent and also upon Bond P 143

All which Matters and things this Defendant is ready to aver

maintain and prove the same as this Honourable Court shall award and

humbly prays to be hence dismissed, with his reasonable Cost and Charges

in

in this Behalf most Wrongfully Sustained.

William Dumbleton Atty
for the Defendant

The Replycation of Govinda Chitty

Complainant to the Answer of Thomas Belson
Pondarum Defendant.

to Bill 1752

The said Replyant Saving to himself all Advantages of Exception to the Insufficiencies Untruths and Insufficiencies of the Defendants said Answer for Replycation thereunto saith That all and singular the matters and things in this Replyants said Bill Contained are true as the same are therein set forth and alledged and that the Answer of the said Defendant to the said Bill is very untrue Imperfect and Insufficient to be replied unto: For that this Replyant saith the Defendant has performed and made up such an Answer as he thought might best Suit his purpose without the least regard to Truth, and then has the Presumption to Swear to the same but this will be no matter of Surprize when this Honourable Court shall be Informed of the Practices made use of by the Defendant to Cover and Screen his Vile and Wicked practices This Reply and therefore thinks it needless to Trouble this Honourable Court with a Reply as long as the Defendants Answer, But in a word to say the Foundation of the said answer is Layed in Equity and without Doubt the Structure raised from it, tho' ever so Artfully Compiled or put together must fall when Truth appears

And this Defendant is ready to Averr Maintain and prove the same as this Hon'ble Court shall Award and humbly prays as in and by his said Bill he hath already prayed

Rejoinder General

Rob.t Sloper Attorney for the
Complainant

536

Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause wherein one Irawembelum Pandarum is Complainant and one Govinda Chitty is Defendant

To Vencaty Swamme, Angriah and Chinna Woodundee

Imprimis Do you know the parties Complainant and Defendant in this Cause if yes, how long have you so known them or either and which of them and do you know anything relating to the present dispute if yes as set forth by Virtue of the Oath you are under all you know concerning the present Dispute with the manner how it came to your Knowledge if so how long have you known it Declare

William Dumbleton
Attorney for the Compl.

Mayors Court at Madraspatnam } Between Irawembelum Pandarum Complainant and Govinda Chitty ... Defendant

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

Vencata Swamme of Madras Dubash aged 38 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 20th day of May 1745 Sworn at the Office of Mr. Robert Moyer Attorney for the Defendant by Commission who Offereth of the Name Title and place of abode of the said Vencata Swamme and afterwards on the same day being Sworn and Examined Deposeth as follows

First

1st To the first Interrogatory this Deponent Saith that he hath known the Complainant 6 years and the Defendant 10 years or thereabouts.

2d To the second Interrogatory this Deponent saith in regard to the matter in Dispute that the Defendant having Mortgaged a Bond given him by Sattane Tripoly for 200 Pagodas to the Complainant for 57 Pa.s he the Complainant permitted the said Sattane Tripoly to Endorse on the Bond 150 Pagodas of which the Defendant being Informed was going to Complain thereof to the Late Governour Benyon but was Intercepted by this Deponent at the Complainants request and Intreated to make the Matter up which was then adjusted by the Complainants giving a Bond for 143 Pagodas which Sum with the 57 Pagodas the Complainant had Lent the Defendant made up the Amount of Sattanee Tripoly's Bond above mentioned, he further saith it was then agreed between the partys that if the Complainant could get a fresh Bond of Sattanee his Bond for 143 Pagodas should be returned him and more saith not to this or the last Interrogatory

Joseph Gibbin Exam.d Cancatee Swammee

Kngria of madras Painter aged 56 Years or thereabouts being produced as a Witness on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st To the first Interry this Deponent saith That he hath known the Complainant Ten Years and the Defendant four years or thereabouts.

2d To the second Interrogatory this Deponent saith That on his Demanding the Sum of 25 Pagodas of the Defendant She being Indebted to

To this Deponent in that Sum the Defendant replied he ha'd no money but if this Deponent could recover of Sattance Enjoly the money he owed him on a Bond which was then Mortgaged to the Complainant he might repay himself and the Complainant and reserve him the Remainder whereon this Deponent went Immediately for the Bond which he found in the hands of one Nzundu who requested that this Deponent would return the Bond to him again which he did after he had attempted in vain to recover the Contents and more saith not to this or the last Interrogatory.

Joseph Githin Exam^{r}.

Ingria.

Interrogatories to be Administred to such Witnesses as shall be produced Sworn & Examined on behalf of the Complainant in a certain Cause wherein one Gwenda Chitty of Fort St George Merchant is Complainant and Trevenbehem Pandarum of the said place is Defendant

To all the Witnesses Imprimis do you know the parties Complainant and Defendant in this Cause or either and which of them and how long have you known them or either and which of them.

Declare

2 To Comaste Swammie, Veerapermaul and Reddie Naigue Look at the Bond now shown you at this the time of your Examination marked R: Read the same and declare what Bond you have there of, for what Sum it is Given, and to whom, and to whom given by

by, and what Account was it given, you are also Defired to set forth the particulars of all you know concerning a Bond formerly given by one Tripoly to the now Complainant for Pagodas 200 whose hands the same fell into and by what means, what practices have been fince used with fuch Bond how far the now Defendant Trevenbelum Bandaram hath been Privy to, aiding or assisting in such practices, as also how far he hath been Interested in such Transaction. Know Ye of any Reward being given and who gave and received the same, how it was discovered, what Excuses the Defendant made on such discovery, how the matters were afterwards made up and before whom, as also, upon what Terms. So this Bond now Shewn him marked R. S. any part of such Conception, or Agreement between the parties what did the Defendant say at the time of Giving this Bond sued for, to be the sum of Pag.s 513 Declare

3d To Peddanaigue by himself Do you remember any Overtures of reward or Consideration being made by or to any person or Persons if Yea who made such offers, to whom were they made, and what Earnest thereof was Given, where is it lodged, and why was it lodged, and when was it to be given for the Cadjan now shewn you at this the time of your Examination marked R. S. N.o 2 and set forth the particular of what you know concerning it.

4/5 To Henry Devil Did one Tripoly ever in his life time apply to you to go to Mr Lyne in his Behalf if Yea what was your Defired to say on the Occasion and what Answer did you receive from Mr Lyne concerning the parties with Tripoly to you about the now Defendant, declare

15/6 To Gosam Labbee Did the Defendant ever request any favour of you, if yea what did he desire you to do for him did you Comply with his Request if Nay your reasons for not Complying, did you hear him or any

540

any other person mention ought about the present Dispute if you so set forth all you know, all you have heard, and all you do Believe, with the reasons of such your knowledge or belief declare.

Do all the Witnesses do you know any other matter or thing that may be of service to the Complainant in this Cause.

Robert Moyer answers
the Complainant

Mayors Court at Madraspatnam } Between Govinda Chetty Complainant
and
Trevenbelum Pandaram Defendant

Depositions of Witnesses taken by and before the Exam.rs in this Court as follows.

Vencata Swamme of Madras Dubash aged 38 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 20th day of May 1785 sworn at the office of Mr. Jn.o Dumbleton Attorney for the Defendant by Commissa who left a Note of the name Title and place of abode of the said Vencata Swammee and afterwards on the same day being sworn and examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known the Complainant 10 years and the Defendant Six Years or thereabouts.

2d To the second Interrogatory this Deponent saith that the Bond marked R. S. shewn him now at this his Examination is given by the Defendant to the Complainant for 113 Pagodas on Account of some ill practices used with a Bond given by Chattane Tripaty to the Compl.t for

for 200 Pagodas the particulars of which are as follows The Complainant having Mortgaged the said Bond of Satana Tryoly to the Defendant for 57 Pagodas The Defendant permitted Sattana Tryoly to Indorse on the back 150 Pagodas of which the Complainant being Informed was going to Complain thereof to the late Governor Benyon but was Intercepted by this Deponent at the Defendants request and Intreated to make the matter up which was then Adjusted by the Defendants giving the Bond now shewn for 143 Pagodas which Sum with the 57 Pa.s the Defendant had lent the Complainant made up the Amount of Satana Tryoly's Bond above mentioned he further Saith it was then agreed between the parties that if the Defendant could get a fresh Bond of Satana Tryoly his Bond for 143 Pa.s should be returned him but the Defendant neglected to procure it, this Deponent knows not of any reward being offered by or to any other person on any Account or can further say to this or the last Interrogatory.

Joseph Guthrie Exam.r

Vencata Swamme

Veerapermaul of Madras Dubash aged 26 years or thereabouts being produced as a Witness on this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows

1.st ..... To the first Interrog.y this Deponent saith that he hath known the Complainant and Defendant four years or there abouts.

2.d ..... To the second Interrog.y this Deponent saith that he heard the Bond now shewn him marked R. S. was given by the Defendant to the Complainant for an 150 Pag.s on an Account of an Endorsement on Satana Tryoly's Bond for 200 Pa.s which the Complainant had

Mortged

Any other proper questions or Interrogatories to be asked the Witnesses Deposed to on the part of the Defendant and all goods Reasons why the contents of your Answer should not be taken as true and Sufficient

Robert Sloper Att.y for the Complainant

Mayors Court at Madraspatnam } Between Govinda Chitty Complainant and Trevenbelum Pandaram Defendant

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

Vencata Swamme of Madras Pulliyh aged 38 Years or thereabouts being produced as a Witness on this Cause on the part of the Complainant was on the 20th day of May 1745 Sworn at the office of Mr. Jn.o Dumbleton Attorney for the Defendant by Commissary who left a Note of the name Title and place of abode of the said Vencata Swammee and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known the Complainant 10 years and the Defendant Six Years or thereabouts.

2d To the second Interrogatory this Deponent saith that the Bond marked R. S. shewn him now at this his Examination is given by the Defendant to the Complainant for 143 Pagodas on Account of some

Mortgage to him he further saith that he heard Sidana Tripoly say the Defendant brought his Bond as above to him, and that he has Endorsed of the Bond P.s 150 or thereabouts for which he says he had Satisfied the Defendant But mentioned not in what Shape this Dept. further saith That the Complainant hearing heard of the Transactions (but cannot say by whom) demanded back his Bond so endorsed saying he was ready to Clear off the Mortgage whereon the matter was made up before Cuncake Swammee by the Defendants giving the above Bond for an 103 Pagodas and more saith not to this or the last Interrogatory

Joseph Githin Exam.r Veerapermaul

Pedde Vaigue of Madras Betty Merchant aged 31 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1.st — To the first Interrogatory this Deponent saith that he hath known the Complainant 8 years and the Defendant Ten years or thereabouts.

2.d — To the second Interrogatory this Deponent saith that the Bond now shewn him marked R. S. was given by the Defendant to the Complainant for 143 Pagodas on accounts of some dispracking used with a Bond given by Sidanee Tripoly to the Compl.t for 200 Pagodas The particulars of which are as follows. The said Sidane Tripoly being Indebted to the Complainant in the sum of 200 Pagodas gave him a Bond for the payment thereof, The Complainant afterwards being streighted for money borrowed the

sum

Sum of 37 Pagodas of the Defendant on Mortgage of the said Bond of Satane & Tripoly, after that the said Satanee Tripoly came with the Defendant to this Deponents house one Evening and ordered this Deponent to bring a Lamp and an Iron Pot when the Defendant gave Satana Tripoly his Bond for 200 Pagodas which the Complainant had Mortgaged to the Defendant as above and Sattane Tripoly Endorsed thereon in two places the several Sums of P.s 80 odd and 60 odd; Then Satana Tripoly departed and as he was going out said he would send the Defendant the Firewood to the amount of 27 ffanams he had promised and the Defendant ordered this Deponent to go with Satana Tripoly and bring 10 P.s which he would give him but Satanee Tripoly having no money by him gave this Deponent a Gold Sash to pledge which he did and gave the Defendant the 10 Pagodas he received thereon ten days after this Deponant went to the Defendant and asked him how he could be Guilty of so base an Action with Satane Tripoly and that if the Complainant should come to the Knowledge of it they must Expect to Lose their Ears and this Deponent being privy to the Act must hope for the same ffate The Defendant thereon drew a ffresh Bond in Imitation of that the Complainant had Mortgaged to him as near as he could and Carried it to Gofsam Labbee to Sign he being a Witness to the Original Bond endorsed as above but he refused to Set his name thereto because the Complainant was not present, whereon this Deponent fearing the Event discovered the whole practice himself to the Complainant who Immediately went with an Intent to Complain of the Villany to the late Governour Benyon but was prevented by Vancate Swamme who advised him to

make

make it up telling him he would inevedably ruin the parties concerned and immediably sent for the Defendant who when he came prostrated himself at the Complainants feet confessed he had Committed an Error and beggged for mercy; The matter was then made up before Vincatc Swamme by the Defendants giving the Complainant the Bond now shewn for Pagodas 43 which with the sum the Complainant had and the Complainant made up the amount of the Bond Endorsed as above and more saith not to this Interrogatory To the third Interrogatory this Deponent saith that he the Defendant made overtures of Reward to this Deponent which follows; The Defendant delivered 3 Cadjans into the hands of one Nellana Chetty & c: 3 one containing a Bond payable to this Deponent for 20 Pagodas one Containing a discharge of the sum of 10 Pag: this Deponent and the Defendant and the third a Cowtsiak to clear this Deponent of having been Concerned in the endorsement of Satane Tupelys Bond mortgaged to Defendant by the Complainant as above That these three Cadjans were to Continue in the said Nellanas Custody till the Cause was decided when ever it happened in the Defendants favour he was to deliver them to this Deponent he further saith that the Cadjan now shewn him marked R. S. No 2. contains Nellana's acknowledgment of the Receipts of the aforesaid Cadjans as also thereby obliged himself to Deliver them up on the decision of the Cause as above and more saith not to this or the last Interrogatory.

Joseph Gibbon Exam.t Pedda Vague

Henry Devell of Fort St. George Merchant aged 32 years or there abouts being produced as a witness on this Cause on the part of the Complainant and afterward duly being Sworn and Examined Deposeth as follo.s

1st To the first Interrogatory this Deponent saith That he hath known the Complainants 3 Years and the Defendant 8 years or thereabouts.

4th To the 4th Interrogatory this Deponent saith that he remembers one Tripoly a Comaply did sometime before his departure apply to him to go to Mr Eyres to explain an affair to him by which he the said Tripoly was in danger of being Injured as he said by a Trick of Pandarum Trevenbelum which he has Explained He desired this Deponent to acquaint Mr Eyre that he the said Tripoly stood Indebted to Govinda Chetty the non Complt on a Bond That the said Govinda being in Necessity mortgaged the said Bond to Trevenbelum Pandarum that Pandarum brought the Bond to Tripoly and pretended to have purchased his Bond of Govinda and offered to let Tripoly Indorse of the Bond a large Sum for a small Consideration Tripoly believing Pandarum had bought the Bond did pay him a small sum and was permitted to Endorse of Pag: 143 to the best of this Deponents remembrance but Govinda who was the Proprietor of the Bond having got notice of these Transactions made a Complaint and (Pandarum) finding no way to shun being brought to Justice tore the Endorsement of the Bond and that being also discovered he called Govinda before Vancata Swamme and other heads of the Inhabitants and after many Intreaties desired to take the old Bond he had suffered to be Endorsed upon himself and to make the said Govinda amends gave him a new Bond for as much money as the old Bond contained deducting what he had already lent upon it when Mortgaged This is what this Deponent was Desired to relate to Mr Eyre who answered that both Pandarum and Tripoly deserved to loose their Ears for that he believed Tripoly was privy to the Transactions and knew the Bond was only Mortgaged and not purchased as pretended which Tripoly

denied

denied and more saith not to this or the last Interrogatory.

Joseph Githin Exam.r

Henry Devell.

Gopsam Labbe of Madras Merchant aged 27 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant and Defendant 3 years or thereabouts.

5th. To the fifth Interrog. this Deponent saith that the Defendant did request of him to Witness a Copy of a Bond given by Satana Tryoly to the Complainant for Two hundred Pagodas which this Deponent had signed to as a Witness, telling this Deponent that the Original Bond was lost and that the Bond he then brought was drawn by Nellanah who drew the Original as also that Satana Tryoly who gave it was present but this Deponent refused to Witness the said Copy without the Complainants approbation and more saith not to this or the last Interrogatory.

Joseph Githin Exam.r

Gopsam Mahomud.

Mayors Court at Madraspatnam

Tuesday the 24th day of September A.D. 1745 Between Trawenbelum Pandarum of Madras Inhabitant Complainant and Govinda Chitty of the same place Merchant Defendants and Between Govinda Chitty of Madras merchant

Merchant Complainants and Trevembelum
Pandarum of the same place Inhabitant
Defendant

These Causes coming on this day to be heard and debated before this Court in the presence of the partys and of their Attorneys on both sides, On hearing the Bill of Trevembelum Pandarum, The answer of Govinda Chitty, The Replycation, The Rejoinder with Translate of an agreement thereto annexed The Cross Bill of Govinda Chitty with Translate of a Cadjan Bond under the Original Complainants hand dated the 19 august 1740 thereto annexed the Cross answer of Trevembelum Pandarum the Replycation and Rejoinder also the Proofs taken in these Causes read and on Examination of the matters in these Causes what was alledged on either side and due Consideration had thereon This Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Original Bill of Trevembelum Pandarum do stand dismissed out of this Court and that the Cross Defendant Trevembelum Pandarum do pay unto the Cross Complainant Govinda Chitty the full and just sum of 143 Pagodas Current of Madras being the principal money of the Bill one mentioned bond together with such Interest after the rate of 8 p Cent p Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of both suits

Per Cur
Noah Casamajor
Regr

7th May 1745

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining sheweth to this Honourable Court
your

Your Orator Joseph de Cunha D'Ega Merchant at present residing in Madras, that your Orator did Espouse the Daughter of one Fr.co Gonsalves late of Madras but deceased and your Orator shews it was Stipulated and agreed between your Orator and the said Gonsalves, that your Orator should receive as a Dowry with his said Espouse the full and just sum of Pagodas 1000 Current of Madras that sum having been also given with his other Daughter but for as much as the said Gonsalves did alledge that money was abroad and therefore he could not immediately spare the whole he therefore paid your orator at the time of marriage only 750 P.s & the remaining sum of 250 P. your Orator was giving to understand it should be forth coming soon after but the said Gonsalves departing this life his last will and Testament proved in this Honble Court Sets forth that he the Deceased did will your orators wife should receive the sum of 1000 Pago.s to the end she might not murmur at having less than her Eldest Sister or words to that Effect,

By which paragraph as well as what passed at the time of Marriage your Orator always understood he was to receive 1000 P.s at one time or other but instead of that sum the dec.d and his Executor together hath only paid your Orator 910 Pagodas deducting 90 Pagodas or 127½ under a Clause in the said Will that that sum is accounted for by Cutty on Twelve sar Pagodas.

But your orator begs Leave to shew that pretence cannot hold good because your orators Contract of Marriage was after those Pagodas were cryed down by the Governour and Council of this place, after which all manner of Contracts whatever is understood to be in the Current Pagodas, Unless particularly mentioned to the contrary in any Bargain or Contract as by the Order hereunto annexed appears so that your Orator prays the

Judgment

Judgment of this Honourable Court, whether the Deceased's Estate shall pay the Deficiency or your Orator said for have when the deceased hereby in his will allows of 1000 Pagodas and your Orator has received only 910 P°

To the end therefore that the said Executor by name Don Jeronimo may upon his Corporal Oath true and perfect Answer make as also that the deceased's widow and lawfull Heirs be also Summoned to sett forth and say Jointly or Separately why he or they have not paid the deceased's debt before his Estate is delivered up according to the Tenour of all wills and that the said widow and Heires by name Manuela de Souza Rodralles with the said Executor do answer all the matters aforesaid as fully truly and effectually to all Intents and purposes as if the same were here again repeated and Interrogated and that the said Executor and Heires or one of them be decreed to pay your Orator the said difference of 90 P° Current of Madras and therefore your Orator may have such further and other relief in the premisses as may be agreeable to Equity and good Conscience

Henry Devell attorney for the Complainant

Extract of an order of the President and Council of Fort St George bearing date and affixed at the Gates of the Town the 9th april 1741

Ordered by the president and Council that no other Pagodas than such as are coined in the Honourable Companys Mint of 80 Touch shall from henceforth be Deemed the Current money of this place and all Contracts made for Current money shall be understood to be due and payable in the said Pagodas of 80 Touch, and none other Provided that this Order shall not hinder any of the Merchants or others from making their Bargains or Contracts for any other money which they may think

think most for their Interest but of the particular money is not Specified
at the making such Bargaine or Contracte it shall be understood that the
payment was intended to be made in the said Pagodas of 80 Fanch coined
in the Companys Mint

A true Copy
Witness
In.o Savage Sect.y
11th June 1715

The Joint answer of Jeronimo
de Sta Cacustor to the last Will and
Testament of Francisco Gonsalves dead
and of Manoela de Sousa Badoatho widow
and Heires to the said Francisco Gonsalves
to the Bill of Complaint of Joseph da
Cunha D'Sa &

These Defendants now and at all times hereafter Saving and
reserveing to themselves all and all manner of Benefit and advantage of
Exception to the manifold Errors Impertinencys Incertainty's and Untruths
in the said Bill Contained for answer thereunto or unto so much thereof
as these Defendants are advised doth materially concern these Defendants
to make answer unto these Defendants answereth and saith

That the Complainant must be Erroneously deceived (might
so favourable a Term be given it) if he did not know the first Introduction
of his Complainte was Notoriously false, when he says that it was
Stipulated and agreed between the said Francisco Gonsalves and the
Complainant that he the Defendant should receive as a Dowry with his
wife Christiana Daughter of the said Francisco Gonsalves the full
just Sum of 1000 Pagodas the Contrary of which will fully appear by
the

The said Marriage Contract made and signed by the said Francisco Gonsalves died and the Complainant and regularly Witnessed by the Notary or Publick Scrivener of the Roman Church Translate of which is hereunto annexed for the Inspection of this Honourable and these Defendants pray the same may be admitted as part of these Defendants answer which said Marriage Contract fully setforth the marriage Dowry agreed on to be no more than Pagodas 750 The same is also Confirmed in the last Will and Testament of the said Francisco Gonsalves to which these Defendants humbly refer and also beg leave to observe that in the therein mentioned that he the said Francisco Gonsalves does Will and bequeath the further sum of 100 Pagodas to his Daughter Christina and how the Complainant can offer to demand, or expect these Defend.ts to pay to him a larger sum than the said Francisco Gonsalves by his said Will has Bequeathed these Defendants are at a loss to account for therefore these Defendants humbly submit it to the Consideration of this Honourable Court whether the Complainant has any right to demand or these Defendants are obliged by Law to pay any further sum to the Complainant then is directed by the said Will

All which matters and things these Defendants are ready to aver maintain and prove the same as this Honourable Court shall award and humbly prays to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully sustained.

Rob.t Sloper attorney for the Defendants

On the 15th day of May in the year 1751 I. Notary and Publick Scrivener of the Roman Catholicks of this Town of Madrasapatnam was sent for by Francisco Gonsalves Inhabitant of the place aforesaid who being

prest

present as also Joseph da Cunha D'Eça He the said Francisco Gonsalves told me that his second Daughter by name Christina was contracted to be married to the said Joseph da Cunha D'Eça on the following conditions, to wit, That his said Daughters portion was 600 Pagodas of Good and Current of this place and 150 Pr in Jewells for her Use all which the said Francisco Gonsalves promised to Exhibit on her Marriage And the said Francisco Gonsalves further saith that in case his said Daughter should die (which God forbid) without having any Children the said Joseph Da Cunha D'Eça should be obliged to return one moiety of the portion he receives as it appears by this writing in faith of their being thus Contracted in the presence of the Rev.d Father the Judge The Contracting parties together with the said Judge signed these presents and I Notary and publick Scrivener signed it also after my usual manner the same day and year first above written.

Fran.co Gonsalves
Joseph de Cunha D'Eça.

Fr.co de Sig.a Peixoto
Publ.c Scrivener

Sr Thomas Cap.n Mayd

Translated from the original
Noah Casamajor

Received the full amount of the Contract on either Side Viz.t 189 Pagodas in Jewells and in Good and Current money 561 which make toge.r the sum of 750 Pagodas this 13th June Anno Domini 1741

Joseph da Cunha D'Eça

Translated from the Original.
Noah Casamajor

18 June 1745

The Replication of Joseph da Cunha D'Esa to the answer of Jeronimo de Sta and Manoela de Souza Rodoalho

This Replyant now and at all times hereafter saveing and reserving to himself all and all manner of benefit and advantage of Exception to the manifold Errors Incertainties and Untruths in the Defendants said Answer for Replication thereunto saith that all and singular the said matters and things in this Replyants bill contained are true as the same are therein alledged and that the answer of the said Defendants to the said bill, is very evasive Imperfect, and Insufficient to be replied unto and this Replyant also saith

That the Defendants avoid answering the most material matter on which this Complainant is founded, this Replyant refers to the Testators last Will and urges that in defence of this present Claim the Defendants in answer prefers the marriage Contract alledging that because she drawn for 750 Pa: that this Replyant is entitled to no more, this Contract is already allowed of in the Bill of Complaint but this Replyants Claim is chiefly supported by the deceased last Will „ which says to this Effect Viz: I declare to have two Daughters one Joana „ and the other Christina I married Joana to Robert Mongallon and gave „ her a 1000 Pa: dowry I also married Christina to Joana da Cunha d'Esa „ and gave her 750 Pagodas after her Marriage when no bulse feal'd „ Pagodas Circulated as they did at the time we contracted the marriage „ but the Star Pagodas which is 12 ℔ Cent better than Rouland Pagodas „ and amounted to 90 Pagodas

This Replyant begs the notice of this Honourable Court that the Testator by the foregoing Paragraph would have it understood

&c

to this Replyants prejudice that the Testa Sales Pagodas passed Current at the Contract of marriage which is false for they were Cried down before the Contract of marriage and none but Star Pagodas then Current for the Star Pagodas was Current the 26th april 1741 N. S. and this Replyants Contract of Marriage bearing date 15 may 1741 which is a month after the Star Pagodas were made Contract and to shew that the Testator did intend this Replicant 1000 Pag.s its observable he says in his will that he gives the further sum of Pag.s 160 that she (meaning this Replyants Wife should not Murmur at her Sister had more then her

If then the Testator intended this Replyants Wife should have equal with her Sister, its plain she must have 1000 Pagodas or otherwise the intent of the Testator is not fulfilled, by this Replyants having been paid 90 Pagodas less than 1000 P.s

All which matters and things this Replicant is ready to aver, maintain and prove as this Honourable Court shall Direct and humbly prays as in and by his said Bill is already prayed.

Henry Devell atty
for the Replyant.

Rejoinder Gen.l

Mayors Court at
Madraspatnam

Tuesday the 7 day of October Anno Domini 1745 Between Joseph da Cunha D'Ossa of Madras Merchant Complainant and Jeronimo de Ita Executor of the last Will and Testament of Francisco Gonsalves late of the same place

Mare Merchant deceasd, and Manoela
de Souza Rodoalho widow to and Respondt
Legatee of the said Francisco Gonsalves, of
the same place also Defendants,

This Cause coming on this day to be heard and Debated
before this Court in the presence of the Attorneys on both sides, On
hearing the Complainants Bill with an Extract of an Order of the
President and Council thereto annexed The Defendants joint Answer
with Translate of the Complainants Marriage Contract and of a Receipt
for his Wifes fortune thereto annexed The Replycation The Rejoinder
and the last Will and Testament of Francisco Gonsalves deceasd
as far as relates to the matters in dispute read, and on Examination of
the matters in this Cause what was alledged on either side and due
Consideration thereon This Deponent doth therefore think fit to order &
decree, and doth accordingly Order and decree that the Defendant
Manoela de Souza Rodoalho do pay unto the Complainant the full
P.o 90. and just Sum of P.o 90 Current of Madras so much appearing
to be due to the Complainant to make up the Sum of 1000 P. which
Sum it appears to this Court that the Testator Francisco Gonsalves
intended to make up to his Daughter Wife to the Complainant by his
said Will and also the Costs of this Suit, and that the Compl.ts
Bill do stand dismissed as to Don Jeronimo de Sta

Jn.o Car
Noah Casamajor
Regr.

Jo

556

To the Honble the Mayors
Court at Madraspatnam

The humble Petition of Fenwick Golightly

Sheweth

That your Petitioner being Informed that the Office of an Attorney of this Honourable Court is become Vacant by the death of Mr Henry Duval humbly prays to be admitted to fill the said Vacancy In which Office your Petitioner will behave Diligently and faithfully to the Satisfaction he hopes of this Honble Court and as in duty Bound shall ever pray &c

William Dumbleton atty for the Pet.r

Mayors Court at Madraspatnam

Tuesday the 22d day of October Anno Domini 1745

The Petitioner Fenwick Golightly is admitted and Sworn an Attorney of this Court

Before me
Noah Casamajor
Reg.r

the 23 Augt 1745.

To the Honble Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honourable Court

Your Orator Robert Roper Merchant of Madras That one Tomby Chitty Merchant and Inhabitant also of Madras being in want of money did apply himself to Mrs Ann Crawford for the Loan there of who complying with his request he the said Tomby Chitty did sign and Give unto the said Mrs Ann Crawford one Promissory Note for 800 Pagodas Current money of Madras payable with Interest at 8 p Cent p Annum on Demand as p Copy of said Note hereunto annexed will appear the Original being in your Orators Custody ready to produce as this Honourable Court shall please to direct in part of which as p Indorsements on the said Note, Tomby Chitty hath paid in part Pag.s 90, so that the Principal due on the said note is Pa.s 710 which in Sterling money of Great Britain accompting each Pagoda 8 amounts to £ 284 or there abouts the Property of which Note (by his Marriage with the said Mrs Ann Crawford) is now become your Orators by Virtue of which Right your Orator hath often and that in the most friendly manner demanded payment of the said debt from the said Tomby Chitty.

But now so it is may it please this Hon.ble Court the said Tomby Chitty wilfully and Obstinately refuses to give your Orator any manner of Satisfaction your Orator therefore prays a Pen.t Relief in the Premisses such as to this Honourable Court shall appear agreeable to Equity and good conscience To the End of the Bill

William Dumbleton Att.y
for the Complainant

Fort S.t George 3 Dec.r 1753

I Tomby Chitty do hereby acknowledge to have
Borrowed

Borrowed and received of Mr. Crawford the sum of 800 Pc. Current of
madras which I promise to pay on demand with Interest at the
rate of 8 ℘ Cent ℘ Annum Witness my hand Signed by
Pag.: 800 — — Comby Chitty in Cuttack.

Witness
Rob.t Sloper.

Mayors Court at Madraspatnam. Tuesday the 22d day of October Anno
Domini 1745 Between Robert Sloper
Husband to Ann Crawford of Madras
Merchant Complainant and Comby Chitty
of the same place also Merchant Defend.t

Onhearing the Complainants Bill, with Copy of a Bond under
the Defendants hand for Pagodas 800 dated the 3d December 1743 thereto
annexed read. and it appearing to this Court that the Defendant hath
been served with the regular process to answer the Complainants Bill
but wilfully and obstinately refusing so to do, on due Consideration had
this Court doth therefore think fit to order and Decree and doth
accordingly order and Decree That the Defendant do pay unto the Compl.t
the full and just Sum of 750 Pc. Current of Madras being the
residue of the principal money of the before mentioned Bond. Together
with such Interest after the rate of Eight ℘ Cent ℘ Annum, as now
is or shall hereafter become due on the said Bond, until full payment
is made and also the Cost of this Suit, the Complainant having made
Oath to the truth of his Demand.

℘ Cur.
D Noah Casamajor
Reg.r

22d October 1745

To the honourable the Mayors Court at Madrasspatnam.

Humbly Complaining Sheweth unto this Honourable Court your Orator Vellopen Inhabitant of Madras that one Arralappen also Living and residing on this place being in want of money applied to your Orator for the Loan thereof upon which your Orator did advance and lend him the full and just Sum of 93 P.s Currents of madras to secure the Repayment of the same with Interest thereon at the rate of 3 P.r Cent P.r Annum he the said Arralappen did sign and Give unto your Orator one Cadjan or Obligation bearing date the 12th day of June 1744 thereby obliging himself to pay the Principal and Interest that might be due thereon the 30th of March next ensuing the date of said Obligation Translate 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 your Orator Shews that he has often in the most friendly manner applied to the said Arralappen to discharge his Debt to your Orator But now so it is may it please this Honourable Court --- the said Arralappen refuses to give your Orator any manner of Satisfaction in the premisses. To the End therefore that the said Arralappen may upon his Corporal Oath true and perfect answer make to all and singular the matters and things aforesaid as fully and truly to all intents and purposes as if the same were here again repeated and Interrogated and be Decreed to pay your Orator the full Principal and Interest that may become due on the said Obligation and that your Orator may have such further and other relief as shall be agreeable to Equity and good Conscience

Rob.t Hopper Atty for the Compl.t

560

18 June 1744 Pondicherry

I Arratayen of Madras do hereby acknowledge to have borrowed and received of Nellapan Son of Tangapulla the sum of 95 P.s Cowrds of Madras which sum I promise to pay on the 30th of March next with Interest at Twelve p.r Cent.

Arratayen.

Witness
Chande Wordin dee
Virlaypen

Drawn by Augustin of Pondicherry

Translated from a Cadjan said to be the Orig.l

Joseph Gilkin Cowrt.

Mayors Courtat
Madrasspatnam

Tuesday the 29 day of Dec.r
Anno Domini 1745 Between
Nellayen of Madras
Inhabitant Complainant and
Arratayen of the same place
also Defendant

On hearing the Complainants Bill with Translate of a Cadjan Bond under the Defendants hand dated the 18 June 1744 for P.s 95 thereto annexed read the Defendant appeared in in Court and acknowledged the Execution of the before said Bond and the Purport of the Complainant demand and on due Consideration had this Court doth therefore thereby fix Warder and Decree and doth accordingly order and Decree that the Defendant do pay unto the Compl.t

Complainant the full and just Sum of Nineth four Pagodas Current of Madras being the principal money of the before mentioned Bond together with such Interest after the rate of 8 ℔ Cent ℔ annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit

I Rest

Noah Casamajor

Regr

3 March 1754.

To the Honble the Mayors Court at Madraspatnam.

Humbly Complaining Sheweth to this Honourable Court your Oratrix Colendriche widow residing in Madras That your oratrix had formerly a Demand upon Duvvroy Modeliare and this Honble Court Decreed your Oratrix the sum of 203 and odd Pagodas, which your Oratrix accordingly received, but during the prosecution of this Suit, One Chowrapen a Malabar Christian made your oratrix an offer of his Service to get the Same through the Curcumstances of the Honble the Mayors Court the same bone Individualing your oratrix with a Number of Difficulties in recovery of the said money alledging he would Conduct your Oratrix through the same successfully, but as a Consideration for the same Your oratrix must submit to give him Pa: 50 and as Security for the same Your oratrix was forthwith desired to give a Bond for the same, your Oratrix being but an Ignorant Woman and a Stranger to the Relief she was Intitled to, consented to give the said Bond which is since paid but not taken up, and your Oratrix Shews that in the Issue of the said Cause the said Chowrapen received the Employed at Interest 209 Pr. the money so Decreed your oratrix and for the same your oratrix did demand a Bond but the said Chowrapen Did artfully Impose upon your Oratrixes Ignorance

Ignorance by pretending your Oratrix having Children they might be com time or other induced to steal away the said Bond and make Demand of the money and therefore in Confidence of his friendship the said money would be safer without a Bond, your Oratrix for a long time Continued to receive the Interest of the said money, but at length the said Chowcapan denies to be any longer indebted to your Oratrix on any Account but pretends he has paid the whole at times in the Interest received, and likewise adds the aforesaid Bond of 80 Pagodas, upon which your Oratrix applied to her Padre the Revd Father Severin who ordered Seven Arbitrators to Examine and determine the Accounts they have accordingly adjusted the same on both sides and awarded your Oratrix a Ballance of Pr. 92. 31. 10 which carrys Interest from the date there of which he refuses to pay on the principal, though the arbitrators have given him Credit for the said 80 Rs. which your Oratrix thinks a little too hard Unless the said Chowcapan can make his Services appear to this Honourable Court a full and Valuable Consideration for the Deducting of that Sum or otherwise your Oratrix humbly conceives she hath a Title to Demand restitution of that Sum, or such part thereof as to this Honourable Court shall seem reasonable and Just, as also your Oratrix's 80 Pagoda Bond may be delivered up to be Cancelled, and that your Oratrix may have such General Relief in the premisses as may be agreeable to Equity and Good Conscience To the End of the Bill;

Henry Devell.

att J for the Compt.

Translat

Translate of an award made by the
Arabic written and directed to the Rev.d Padre
Severene dated this 25th day of January Anno
Domini 1745.

To the Reverend Padre Severene

We the under written appointed by you to adjust the dispute between
Chowrapen and Collundiche have Red.d in pursuance to your Order entered
into the accounts Bonds and Proofs on both sides and do find that Collundiche
has received in part of his 200 Pag.as which he deposited in Chowrapens Custody
the sum of 76: 4: 40 as also is Debited to Chowrapen on Bond in the sum
of 30 Pagodas the whole Amounting to 116: 4: 40 We therefore have
Ordered and do award that Chowrapen pay Collundiche the Ballance being
92: 31: 40 This is our Determination or Award

Signed

Chaundrapen Preasasums Mark
Moodu Chowrapen
Luandapen Chovery Mootu
Athuapen.

Translated from a paper Writing said to be the Original.

Joseph Githien Exam.r

the 9 April 1745

The Answer of Chowrapen
of Madras Merchant Defendant to the
Bill of Complaint of Collundiche of the
same place Complainant

This Defendant now and at all times hereafter saving and
reserving

Complainant the full and just Sum of Ninety four Pagodas Current of Madras being the principal money of the before mentioned Bond together with such Interest after the rate of 8 P Cent P annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit

Wear

Noah Casamajor

Reg:r

5 March 1744.

To the honble the Mayors Court at Madraspatnam.

Humbly Complaining sheweth to this Honourable Court your Oratrix Colandiche widow residing in Madras, That your oratrix had formerly a demand upon Devaroye Modeare, and this Honoble Court Decreed your Oratrix the sum of 200 and odd Pagodas, which your Oratrix accordingly received, but during the prosecution of this Suit, One Chourcapen a Malabar Christian made your oratrix an offer of his service to assist her through the Business of the Honble the Mayors Court the same time Intimidating your oratrix with a Number of Difficulties in recovery of the said money alledging he would Conduct your Oratrix Straught the same successively, but as a Consideration for the same Your oratrix must submit to give him Pa:s 40 and as Security for the same Your oratrix was forthwith desired to give a Bond for the same, your oratrix being but an Ignorant Woman and a Stranger to the Belief she was Intitled to, consented to give the said Bond, which is since paid but not taken up, and your oratrix shows that in the Issue of the said Cause the said Chourapen received to be employed at Interest 209 Ps the money so Decreed your oratrix and for the same your oratrix did demand a Bond but the said Chourapen did artfully Impose upon your Oratrixs Ignorance

18th June 1744 Pondicherry

I Aralapen of Madras do hereby acknowledge to have borrowed and received of Nellapan Son of Tamapulla the sum of 95 P.s Currant of Madras which sum I Promise to pay on the 30th of March next with Interest at Twelve p.r Cent.

Aralapen.

Witness
Chande Woodundee
Viralapen
Drawn by Rayavain of Pondicherry

Translated from a Cadjan said to be the Orig.l
Joseph Gibbin Secrt.y

Mayors Court at Madrasspatnam

Tuesday the 29 day of Dec.r Anno Domini 1745 Between
Nellapen of Madras Inhabitant Complainant and
Aralapen of the same place also Defendant

On hearing the Complainants Bill with Translate of a Cadjan Bond under the Defendants hand dated the 18 June 1744 for P.s 95 thereto annexed read the Defendant appeared in Court and acknowledged the Execution of the before said Bond and the Justness of the Complainants demand and on due Consideration had this Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Compl.t

Complainant the full and just Sum of Ninety four Pagodas Current of Madras
being the principal money of the before mentioned Bond together with such Interest
after the rate of 8 p.Cent p.annum as now is or shall hereafter become due thereon
until full payment is made and also the Costs of this Suit

I Cur
Noah Casamajor
Reg.r

5 March 1731.

To the honble the Mayors Court at
Madraspatnam.

Humbly Complaining sheweth to this Honourable Court your
Oratrix Colundiche widow residing on Madras That your oratrix had
formerly a demand upon Devoroy Modliare and this Honoble Court Decreed
your Oratrix the sum of 203 and odd Pagodas which your Oratrix
accordingly received, but during the prosecution of this Suit, One Chauraypen
a Malabar Christian made your oratrix an offer of his service to assist her
through the Business of the Honble the Mayors Court the same time
Intimidating your oratrix with a Number of Difficulties in recovery of
the said money alledging he would conduct your Oratrix through the
same successively, but as a Consideration for the same Your oratrix
must submit to give him Pa.r 40 and as Security for the same Your
oratrix was forthwith desired to give a Bond for the same, your oratrix
being but an Ignorant Woman and a stranger to the Relief she was
Intitled to, consented to give the said Bond which is since paid but not
taken up, and your oratrix shews that in the Issue of the said Cause
the said Chaurapen received to be employed at Interest 209 Pa.r the money
so Decreed your oratrix and for the same your oratrix did demand a
Bond but the said Chaurapen did artfully Impose upon your Oratrixs
Ignorance

Ignorance by pretending your oratrix having Children they might be som time
or other induced to Steal away the said Bond and make Demand of the money
and therefore in Confidence of his ffriendship the said money would be safe
without a Bond, your oratrix for a long time Continued to receive the Interest
of the said money, but at length the said Chowrapan denies to be any
longer indebted to your Oratrix on any Account but pretends he has paid the
whole at times in the Interest received, and likewise adds the aforesaid
Bond of 50 Pagodas, upon which your oratrix applied to her Padre
the Rev.d Father Severin who ordered seven Arbitrators to Examine and
determine the Accounts they have accordingly adjusted the same on
both sides and awarded your oratrix a Ballance of P.s 92. 31. 50
which carrys Interest from the date thereof which he refuses to pay or
the principal, though the arbitrators have given him Credit for the
said 50 Pa.s which your oratrix thinks a little too hard unless the
said Chowrapan can make his Services appear to this Honourable
Court a full and Valuable Consideration for the Deducting of that Sum
or otherwise your oratrix humbly conceives she hath a Title to
Demand restitution of that Sum, or such part thereof as to this
Honourable Court shall seem reasonable and Just, as also your
oratrix's 50 Pagoda Bond may be delivered up to be Cancelled, and that
your oratrix may have such General Relief in the premises as may
be agreeable to Equity and Good Conscience. To the End of the Bill;

Henry Dewick.

all J for the Compl.t

Transl.d

Translate of an award made by the
Under written and directed to the Rev.d Padre
Severene dated this 24th day of January Anno
Domini 1745.

To the Reverend Padre Severene

We the under written appointed by you to adjust the dispute between
Chouraapen and Collundiche have Met pursuance to your Order & enter'd
into the accounts Bonds and Proofs on both sides and do find that Collundiche
has received in part of his 200 Pag.s which he deposited in Chouraapens Custody
the sum of 76: 4: 40 as also is Indebted to Chouraapen on Bond in the sum
of 40 Pagodas the whole Amounting to 116: 4: 40 We therefore have
ordered and do award that Chouraapen pay Collundiche the Ballance being
92: 31: 40 This is our Determination or Award

Signed

Chaundeapen Dwarkasums Mark
Moodu Chouraapen
Quandapen Chowery Moodu
Achuraapen.

Translated from a paper Writing said to be the Original.

Joseph Gitbin Exam.r

4th April 1745

The Answer of Chouraapen
of Madras Merchant Defendant to the
Bill of Complaint Collundiche of the
same place Complainant

This Defendant now and at all times hereafter saving and
reserving

reserving to himself all and all manner of Benefit and advantage of Exception to the many Errors Incertainties Insufficiencys and Imperfections in the said Bill contained for answer thereunto or unto so much thereof as this Defendant is advised materially concerneth him this Defendant to answer unto he this Defendant answereth and for answer saith.

That that part of the said Bill which charges this Defr. with using Intimidating arguments to prevail on her to employ him in the Management of her affairs is intirely false, as is also that part of the said Bill that says this Defendant demanded 80 Pagodas for his Trouble and that this Defendant had received that sum, as likewise is that part of the Bill false that says this Defendant received Pags 20 for to be employed at Interest, By what means this Defendant became employed in the Complainants affairs, on what account he received the 80 Pagodas and to what End the two hundred and nine Pags. was lodged with this Defendant, with the manner how that Sum and Disposed off will fully appear in the true state of this Defendants Case, which he now presumes to lay before this Honourable Court in manner following Viz.t The Complainant being in want of money applied to this Defendant requesting the loan of 80 Pagodas, this Defendant refused to lend her that Sum without some dispute or Mortgage the Complainant said I have nothing to give for Security but the Bill of Sale of my House and a Bond of Deveroy Modelare those I will make over to you by a Mortgage Bond if you approve of that Security This Defendant accepted the Proposal lent the Sum required, and received the premises in Mortgage as will appear by a Translate of the said Mortgage Bond hereunto annexed bearing date the 22 day of September in the Year 1733 numbered 2. to which this Defendant refers as part of this his Answer, when the said Mortgaged

Mortgaged premises had remained with this Defendant about two years this Defendant demanded payment of the money lent thereon, the Compl^t said she had no money to discharge the Mortgage then this Defendant told her he would sell her house and pay himself agreeable to the Tenour of the Mortgage Bond. but the Complainant by Teares and entreaties prevailed on this Defendant to desist from so doing and begged him to take in hand the management of the Suit she was going to Commence against Deveroy Mordelare on the Bond this Defendant had on Mortgage, and as soon as the money on the said Bond could be received this Defendant should be paid his full demand Principal and Interest, and also be satisfied for his Trouble in Management of the said Suit, if he would undertake it, this Defendant declined having any concern in the said Suit unless the Compl^t would Enter an Agreement to him before Judge Thomas, to which the Complainant agreed and accordingly signed an Agreement whereby she empowered this Defendant as her Attorney to Act for her in the said Suit against Deveroy Mordelare as will appear by a Translate of said Agreement hereunto annexed bearing date the 6^th day of August in the year 1735 Numbred 3. to which this Defendant refers as part of his answer this Defendant being thus empowered made application to M^r Forbes, then an Attorney of this Honourable Court requesting him to take the said Suit in hand, upon which M^r Forbes demanded his accustomary fee; to which demand this Defendant answered that his Client was a poor Woman, and could not advance him his Fee, but he would undertake to be himpaid at the End of the Suit 30 Pag^s of the Succeeded and obtained a Judgment in favour of the Complainant, M^r Forbes relying upon this Defendants promise prosecuted the Cause at his own Expence, this Defendant from time to time attending of him to give him the necessary Instructions to proceed by during the Space of two years at the,

the end of which time a Judgment was given in favour of the Complt for P.o 209 which sum by Vertue of the power invested in him by the Instrument N.o 3 this Defendant received some short time after this Transaction the Complainants sons being in want of 20 P.o applied to their mother for the loan, but she apprehending she should never be paid if she lent that sum pleaded inability but said to them there is my friend Chouraparan can lend you that sum I will request him so to do accordingly she applied to this Defendant ordering him to let her sons have 20 P.o of her money on giving this Defendant their Bond, but not to let them know the money belonged to her; accordingly on her sons Application to this Defendant, this Defendant lent them 20 P.o for which sum they Gave their Bond as will appear by the Translate thereof Number four bearing date the 3 day of February in the year 1737/8 annexed, and referred to as a part of this Defendants answer. Nellamootain the Complainants youngest son being in want of a further sum of 3 Pa.o desired his Mother to procure it him and he would give Security thereupon the Complainant ordered this Defendant to let them have that sum on giving Security accordingly on Nellamootins application this Defendant lent him Three Pagodas, and Nellamootain Deposited to receive Repayment a Bill of Sale of a house which still remains with this Defendant who is ready to render the same to the Complainant to whom he has Tendred that and the 20 P.o Bond, but the Complainant always pretended to be so well satisfied with this Defendants Management that she waived taking them desiring they might remain with this Defendant as being safer than if she had them herself. how the other part of the 209 Pagodas was disposed of and the Accounts Ballanced will fully appear by the following account Current to which this Defendant refers.

D.r ——— Collandiche ——— C.r

To Cash paid M.r Forbes	10	By Cash remitted to Devereux Nicolas to clare by Virtue of a Decree of Court and your order	209 .. ..
To D.o distributed in Charity	5		
To D.o paid Chourapan the Principal of his Bond	10		
To D.o paid D.o Int.st on the above Sum	10		
To D.o paid D.o for his trouble in the Management of your affairs two Years	15		
To D.o paid Mallcapan D.o as p.r their Bond	20		
To D.o paid Neillmoolaimon a Mortgage	3		
To D.o paid yourself at Sundry times being the Ballance	72		
Pagodas	209	Pagodas	209 .. ..

Errors Excepted p.r Chourapen

N.B. This Account was tabled in the year 1712

which Account Current this Defendant prays may be admitted as part of this Defendants Answer, every Transactions therein contained having passed the approbation of the Complainant before it was transacted in the year 1712 when this Defendant had Clos'd the Complainants account as before set forth this Defendant desired the Complainant would take her sons Securities and give this Defendant a Release the Complainant desired her sons Securities might remain where they were, but sayd for this Defendants satisfaction she would sign a Release to him accordingly on the 12 day of July in the year 1712 the Complainant gave this Defendant a Release or General discharge as will appear by a Translate there of N.o 5. for the Inspection of this Honble Court hereunto annexed to which this Defendant refers as a part of this his Answer in the foregoing recited for three things remained from July 1712 till October in the Year 1744 at which time the now Complainant without any Notice given to this Defendant being Spirited on and Instigated thereto by some of the Enemies of this Defendant, makes Complaint to the Reverend Padre Severene

that

that this Defendant had wrang'd her and desired him to do her Justice Padre Severone referred her to Padre Bernaud to whom she told her Tale, then this Defr was sent for and Interrogated after hearing this Defendants request he ordered both parties to have the matters in dispute referred to & decided by the East of Malabar Christians to which this Defendant Consented and signed a penalty Bond to that End and purpose shortly after this Defendant heard the matter was going to be Decided by eleven people only of this, this Defendant Complained to the Padre and desired the whole East might determine it, as there was most Probability of an Impartial award from them. the Padre asked this Defendt if he had any Objection to any of the persons Chosen this Defr then objected to the following 4 Viz: Moodu, Chandapen, Luondapen and Chouraapen, the Padre then dismissed this Defendant with a promise that the affair should be referred to the whole East about this time this Defendant was afflicted with a Bloody Flux which Confined this Defendant to his house for some time where this Defendant remained in daily Expectation of being sent for to be Interrogated by the Arbitrators concerning this matter but this Defendant never heard a word about an Award till he was Summoned before this Honourable Court to answer the Complainants Bill, when by a Copy of the Award this Defendant received from the Register he finds the said Award to be made by Seven people only contrary to the Intent and meaning of this Defr in his Penalty Bond and four of them 7 People objected to by this Defendant against which award this Defendant doth protest as Illegal and what this Defr is no way bound to abide by thus this Defendant hopes he has sufficiently answered the Bill of Complaint

All which matters and things this Defndt is ready to aver maintain prove and humbly prays to be hence dismissed with reasonable Costs in this behalf most wrongfully sustained

William Dumbleton
for the Defr

22 September 1733 Madraspatnam

I Colundiche Cheogapaucum Colacarrons wife do hereby acknowledge to have borrowed and received of Chowreapan Moodelare Son of Chaundeapah Moodelare the sum of 10 Pagods Current of Madras for Securing the repayment of which sum with Int at 8 p Cent on the third day of January next I Mortgage my house and the Bill of Sale together with Deverah Moodelares Bond and on default of such payment at the time above limited the House is to be Sold to discharge the principal with the Interest then due thereon

Witness

Abdashia Mootapernapetta

Chaundeapa Moodelare

Drawn by Mootiapan

Colacarrens Mark

Colundiches Mark

Translated from a Cadjan said to be the Original

Joseph Gothin Excam.r

Translate of an Agreement given by Colundiche to Chowreapan dated this 11 day of August Anno Domini 1735.

Whereas heretofore I Colundiche Mortgaged my house and the Bill of Sale thereof Together with Deverah Moodelares Bond to Chowreapan before Padre Thomas for 10 Pagodas Now I do hereby Give the said Chowreapan full power to recover and receive the Contents of the said Bond of Deverah Moodelare and to repay himself the said sum of 10 Pagodas with Interest that may be due thereon as also what Charges he may be at in recovering the same but what remains after he is fully satisfied he is to deliver to me The above writting I am ready to acknowledge to

to be drawn by my) approbation and direction before any one the said
Chouraypen shall require

Colaccorrons Mark
Colundiches Mark

Witness
Obadaphia Mootapermopolla
Chaundapa Moodelare

Drawn by Chourayen

Translated from a Cadjan said to be the Orig.
Joseph Cuthbin Excam.r

3 February 1737/8

We Molleapan and Vellamootam sons of Colaccorron do hereby acknowledge to have borrowed and received of Chouraypan the sum of 20 Pagodas which sum we promise to pay on Demand with Interest at 12 ℳ Cent ℳ Annum

Molleapans mark.
Vellamootams mark.

Witness
Padree
Domingee

Drawn by Nanacorra Veerapia

Translated from a Cadjan said to be the Orig.
Joseph Cuthbin Exr.

5 July 1742 Madrapatnam

I Colundiche Collaccorons Wife do hereby discharge Chouraypan of all Dues and Demands to the date hereof

Colundiche's mark

Witness
Chundatree Moodelare.
Nellatomby Moodelare.

the 19 May 1745

The Replycation of Collen Dorcha

Widow to the Answer of Chowtrapan of madras

Defendant

The This Replicant now and at all Times hereafter saving and reserving to herself all and all manner of Benefit and advantage of Exception to the manifold Errors Uncertainties and Insufficiencies of the said Answer for Replycation thereunto saith that all and singular the matters and things in this Replyants Bill Contained are true, as the same is therein alledged and that the answer of the said Defendant to the said Bill is Very untrue Imperfect and Insufficient to be replied unto and this Replyant also saith

That this Replyant is a poor Ignorant Woman and Intrusted the Defendant with the little all she had, this Replyant knows nothing of Accounts nor did the Defendant ever pass any Account in the year 1742 as he pretends with this Replyant, this Replyant was Indeed a long while before she could find any Body that would Instruct her where she must apply for Justice the Defendant objects to the award (as he pretends) because the whole Cast was to have been the Judges, and not the seven persons appointed, to which we answer the Penalty Bond hereunto annext makes mention only that each party should abide by the Arbitrators the Reverend Padrey should appoint, in the next place this Replyant humbly conceives that the whole Cast could not be got together upon any Occasion, and that seven persons may be thought as capable of Judging as 700; for on the Multiplicity of Voices arise Endless Cavils, as to the account produced by the Defendant he cannot support it; and this Replyant prays a better Explanation of such large Articles However

This

this Replyant will shew the Court how the arbitrators Judged of the Defts
Account what they admitted and what they rejected Viz.t

N.o 1	To Cash paid Mr. Forbes	P.s 40	Allowed by the arbitrators	P.s 28	
2	To D.o in Charity	5	Allowed by D.o	5	
3	To D.o paid himself	40	Allowed	40	
4	To D.o paid D.o	14	Rejected by the Arbitrators		
5	To D.o for the Care of her affairs	15	Rejected by D.o		
6	To D.o for Malecoynes Bond	20	Allowed	20	
7	To D.o	7	Allowed	3	
8	To D.o said to be received	72	Allowed only	20. 9	
			The award is for	92. 31. 40	
	Pagodas 209		Pag.s	209. 4. 40	

Upon Inquiry of the several Arbitrators, this was the way they made out
their Award against the Defendants account and tho' this Replyant neither
sues for nor desires more than the award yet she this Replyant by advice
hath just Cause to Arraign the Judgments of the arbitrators, for even giving
the Defendant what is allowed in the above account. Because upon very good
Inquiry the Defendant never Supprobated or made out any one Article before
them, and this Replyant hopes the Equity of this Honourable Court will
make the Defend.t open that article N.o 1 said to be give Mr. Forbes, the
decree being in this Replyants favour, and all the Costs recovered of the other
party what Title then has Mr. Forbes to 40 Pagodas or what Authority
had the Defendant to pay it

Another Article N.o 3. of 40 Pagodas said to be paid himself on a Bond
given by this Replyant this is the very Article set forth and made part of the
Compliant in the Replyants Bill where we acquaint this Honourable Court
the Defendant first makes this Replyant a Bond of 40 Pagodas and then pays
himself

him self that sum for Transacting her affairs in Court. For this Repliant
desyr the Defendant to shew any other way that sum became his due
and yet notwithstanding he charges N.o 5. for his Trouble 15 P.o which the
Arbitrators rejected under a Belief he was not Intitled to that Sum
as to all the other Articles this Repliant leaves it to the Consideration
of this Honourable Court, but in the mean time humbly prays the Repliant
may open every Article into Particulars and support such particulars in the
Issue of this Cause or that they may not be allowed him.

And this Repliant saith as in and by his said Bill she hath
already said and will ever maintain and prove the same as this
Honourable Court shall Direct and humbly prays as in and by
his said Bill is already prayed.

Henry Deveil Attorney for
the Repliant

Translate of a Penalty Bond given before one
of the Reverend Cadre of the French Church dated
this 20th day of October Anno Domini 1744.

Whereas we Colundiche and Chourrapan had a dispute about a
discharge drawn Between us by one Annapen and applied to Bernaud
one of the Rev.d Padres of the French Church who appointed Arbitrators
to determine the same We therefore hereby oblige ourselves to stand by
their Decision on penalty of forfeiting 60 P.o to the French Church &
60 P.o to the Honourable Company This Obligation we here give in the
presence of the said Padre Bernaud

Chourrapan
Colundiche's mark

Drawn by Chourry Modeli

Translated from a Cadjan said to be the Orig.l

Joseph Githion Excur.r

The

25 June 1745

Defendant to the Repl.n of Collindiche of the same

place Replyant

The said Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the many Errors in the said Replycat likewise to the uncertainties and Insufficiency thereof saith that all and singular the matters and things in this Def.t Answer are certain true and sufficient in the Law to be replied unto And this Defendant further saith.

That the Replyant begins with a plea of Ignorance in accounts in order as this Defendant conceives to render her own Act and Deed in the accounts she has passed to this Defendant, but this Defendant conceives as the Ignorance of a Law is no Excuse for a Breach of it, the Replicants Ignorance of accounts shall not Invalidate her hand Writing in passing them for to her being an Ignorant woman who Trusted her little all to the management of this Defendant) as he pleads to move compassion (this Def.t saith she hath had a Just account of what she Intrusted to his Management on this Defendants Answer under Oath, and all that is therein specified to have been done by this Defendant in her affairs was done with her approbation and Consent) This Defendant prays this Honourable Court patience while he relates some passages relating to the Discharge annexed to this Defendants answer (of which discharge the Replicant pleads Ignorance as follows Viz.t When the Reverend Padre Bonard at the Replycants request sent for this Defendant and recommended him to Arbitration for the Decision of the present disputes this Defendant prayed the said Reverend Padre to enquire into the Validity of the said Discharge, the said Reverend Padre asked this Def.t of whom he

must

must enquire upon which this Defendant told him the person who drew the said discharge and was present at the signing of it was a Christian Inhabt of Pondicherry, and if he would please to write to any Padre there he might easily be Informed of the Truth at this Defendants request the said Revd Padre, wrote to a Padre at Pondicherry concerning this affair who returned an Answer to the following Purport Viz: I have had the man you pointed out to me, named Annapah, I swore him to make true answer to my „ Questions, I then Interrogated him what he knew concerning the written „ Instrument you mentioned to me, he answered that being in Madras in „ the year 1742 he happned in Company with Chowcapan and Collandiche „ they talked sometime about Accounts, and both parties seemed in Harmony „ one with the other, and both requested him to draw a Writing in nature of „ a Genl Release or Discharge of all Accounts to be Given by Collandiche to „ Chowcapan he says he did so, and when he had so done, read it to „ Collandiche and explained its Nature and Tendancy and then he signed „ it willingly in his presence and delivered it to Chowcapan, this is all he „ knows." Now may it please this Honourable Court this Letter is in the Custody of the said Reverend Padre Bernaud which Letter may be of Service to this Defendants Cause. Therefore this Defs prays this Honble Court will be pleased to request the said Revd Padre to lodge it in this Honble Court for this Defendant apprehends he shall not be able to get the aforesaid Annapah to Madras to Examine him, he being in employ at Pondicherry, and this Defendant not in Circumstances to bear his Expences and pay for his loss of time and this Defendant further saith that this Defendant never signed the Penalty Bond to abide by Arbitration now produced by the Complainant therefore this Defendant prays the said Penalty Bond may be produced and lodged with the Clerk of this

Honble

Honourable Court and this Defendant hopes if the Complainant do not prove it to be signed by this Defendant this Defr shall not be bound to abide by the award made in Consequence thereof What the Replyant urges as a reason for appointing seven Arbitrators only Viz^t That the Cast could not be got together to false and absurd for this Defendant being a Malabar Christians his Cast are to be called together in two or three hours upon notice from their Padre that Business wants them they not being Confined to time or place, as your Pagan Casts are, many more they were all together when this Defendant signed the Penalty Bond to abide by their award, and therefore no person can Legally without Infringement of the known Laws of this Defendants Cast take upon them to appoint a Committee to decide any point in question that Cath one been Recommended to the care of the whole Cast, for which reasons this Defendant doth protest against the award now produced and the proceedings of the makers thereof relating thereto, This Defendant is at a loss to know what the Replyant means by desiring this Defendant to open and Explain nay and prove every Article of his Account if she means explain how it was disposed of it's fully Done in this Defendants Answer and therefore it is absurd to ask for the same thing again the article Rs 3 of Forty Pagodas was money lent the Replicant for which she Mortgaged her House Bill of Sale & a Bond of Devanoys had the money not been lent what Occasion was there for a Mortgage had it been for assisting the Replicant in receiving her money from Devassy would not Copies of Devanoys Bond have been sufficient Security as the money was to Circulate through this Defts hands, certainly it would the 15 Pagodas rejected by the Arbitrators this Defendant had for his Trouble in this Replicants affairs the 10 Pagodas by

by the Arbitrators this Defendant had for his Trouble in this Complainants affairs was Interested on the 10 Cent the Complyant Is well worthy this Honourable Court notice the concise method the Complyants arbitrators have taken to plunder this Defendant under these heads embraced in the Reply cal'd in the following manner

1. To Do ..... paid Do 18 rejected ye arbitrators
5. To Do ..... for the care of her affairs 15 rejected
8. To Do ..... said to be received ..... 72 allowed only 23:9:-

The reason this Defendant points out the foregoing articles is this Defendant never being asked one Question pro nor Con nor even Informed the time of the Arbitrators meetings, whereas its usual in all Arbitrators to Enquire of the parties concerned how they support their Accounts.

All which matters and things this Defendant is ready to Averr, maintain and prove and humbly prays as in and by his answer he has already prayed.

William Dumbleton
Att'y for the Defendant

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined on the part of the Complaints in a certain Cause wherein Collandicke of Fort Saint George widow is Complainant and Chouseapan of the said place Merchant is Defendant

1st Interrogatories do you know the parties Complainant and Defts in this Cause or either and which of them and how long have you known

Known them or either and which of them Declare.

2d To Mootauperumah Alias Francisco Item do you know of any Bond given by the now Complainant to the Dependant If yea why ens for what was that Bond given for what sum was it Stipulated and what sum was paid or received be Exchanged for that Bond say all you know can be of Service to the Complainant in this Cause Declare

3d To Chundrapen, Mootoo Nayque, Atchorapah, Chouremonia and Condapah, Item Do you know the Cadjan now shown you at the time of your Examination marked HD No 1 what does it contain, who signed that Cadjan, was it signed willingly or against the parties Consent and what was the parties so signing to perform did either party so signing produce any accounts and who produced them and what was your opinion of those accounts and your reason for that opinion was any accounts supported by Proofs what Articles in those accounts did you admit and which did you object to and your Reasons for so doing

Do you know this Paper Writing now shown you at the time of your Exam.n marked HD what is the Contents thereof is your Name signed thereto what sum is awarded and to whom which of the two parties made Reference Complaint to the Pagoda do you remember any Articles in the Dep.ts &c. to that Charges &c. said to be given to David Forbes if yea how was that Article proved or made clear to the Arbitrators what part of that sum was allowed by the Defendant and who was it allowed to for the your opinion at large of the Defendants Accounts in Gen.l and wherein they appeared to you right or wrong Declare

Henry Devit Attorney for the Compt.t

Mayors Court at Madrass Patnam } Balmen Columdiche Complainant and Chauncapan ... Defendant.

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

Mootaurpernah alias Joanneso of Madrass Pedue aged 60 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 3 day of July 1745 shown at the office of Mr Wm Dambledon attorney for the Defendant by Comeapa who left a Note of the Name Title and place of abode of the said Mootaurpernah and afterwards on the same day being sworn and Examined Deposeth as follows.

1st To the first Interrog this Deponent saith that he hath known the Complainant 8 years and the Defendant 20 years or thereabouts.

2d To the second Interrog this Deponent saith that he knows a Bond was given by the Complainant to the Defendant for his Trouble in recovering the sum of 120 Ps of Dewroy Mandelane which he owed the Complainant and more saith not to this or the last Interrog

Joseph Guthin Exam. Mootapernah

Chandeapan of Madras Comicoply to the French Church aged 34 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st To the first Interrog this Deponent saith that he hath known the Compl. 8 years & the Def. 20 years or thereabouts.

3d To the third Interrog this Deponent saith That he knows the Cadjan now

now produced and shewn him marked HD No 1. That it is a Penalty Bond
given by the Complainant and Defendant to the Arbitrators of which this
Deponent was one that the partys signed the Bond willingly and thereby
obliged themselves to stand to the decision of the Arbitrators he further
saith that the Defendant produced accounts which the arbitrators
suspected to be false because they were then drawn and the Original
accounts Cancelled as also the date of one year was Intirely omitted
that part of those accounts were supported by Proofs which were admitted
Viz.t In the article of Sundry payments to the Complainant amounting
to 93 P.o only 23 was allowed which the Complainant acknowledged thereof
not being proved was deducted In the article of 50 P.o said to be made a
present of to David Forbus 25 P.o only was admitted because Mootaypernan
declared he had heard the Defendant had given no more than 20 P.o to David
Forbus and 5 to his Bullagh, 5 P.o given for Charity, 23 P.o paid to the Complts
Son & Daughter and a Note for 10 P.o for the Defts Trouble were admitted
But Interest on the said Note amounting to 19 P.o was objected to, The
Arbitrators not thinking it reasonable as it was a present to the Defts The
amount of what was admitted is 116 P.o and one Eight That a Discharge
produced by the Defendant was likewise set aside because the persons whose
names were signed as Witnesses declared they had no Knowledge thereof
as also the person that drew the discharge named Amayaan at Pondicherry
mentioned several things in his answer to the arbitrators Concerning the same
which proved to be false This Deponent further saith that the paper Writing
now shewn him marked HD No 2 contains the Arbitrators award signed by
this Deponent being one of them, wherein they have awarded that the
Defendant do pay the Complainant the sum of 92 Pagodas and 7/8 due to
her

her on Ballance of accounts That the Complainant made the first Complaint to their Pagoy and more saith not to this or the 2d Interrog To the last saith that the Complainant afterwards on the Defendants refusing to pay the above sum Reffered the Worshipful Sidney Foxall Esqr Mayor about it who advised the Defendant to make it up That the Defr then promised to pay the Complainant at one Pag: p month and more saith not

Joseph Gilbin Exam.r Chandeapen

Mordu Naigue of Madras Merchant aged 45 years or thereabouts being produced as a Witness on this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrog this Deponent saith that he hath known the Complaints two years and the Defendant 20 years or thereabouts.

3d. To the third Interrog this Deponent saith that the Cadjan now shown him marked FD No 1 is a Penalty Bond given by the Complainant and Defendant to this Dep.t and the rest of the Arbitrators appointed to adjust the dispute between them That the parties signed the Bond willingly and thereby obliged themselves to stand to their determin.d He further saith that the Defr produced Accts which the Arbitrators deemed Erroneous because they were then drawn and the Origl accounts Cancelled That one or two of the Artles were supported by Proof and some allowed by the Compl.t which were admitted the partars are as follows. The amount of 23 Ps received by the Compl.t the sum of 25 Ps a present to the Compl.ts attorney, 5 Ps given for Charity A note of 10 Ps for the Defr Trouble and 23 Ps paid to the Compl.ts relations the whole amounting to 116 Ps 4 mes 8 Fs The rest of the Artles were objected to not being proved as also a discharge the Defrs Sum produced was set aside because the persons whose names were

signed

signed as witnesses to it declared they had no knowledge thereof and likewise the person that drew the Discharge named Annapan residing at Pondicherry mentioned several things in his answer to the arbitrators concerning the same which proved to be false This Deponent further saith that the paper writing now produced and shewn him marked HD. N° 4 is an Award signed by this Deponent that the sum of 92 P°. and 7/8. is awarded to the Complainant who made the first Complaint to the Badgery That there was an Article of 35 P°. said to be made a present of to David Forbes and five P°. to his Cubash in the Defendants Accounts but 25 P°. only was allowed because one Moosapernam said the Defendant had confessed to him that he had offered but 20 P°. to the said Attorney and the Complainant declared the Def.t had acknowledged to her that he had given no more than 25 P°. and more saith not to this or the last Interrogatory —

Joseph Gibbon (Scrm.t) — Paupia Moodu

Kotteraya of Madras Head Boat Man aged 30 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st To the first Interrogy this Deponent saith that he hath known the Compl.t two years and the Defendant 6 years or thereabouts.

3d To the 3d Interrogy this Deponent saith that the Cadjan now shewn him marked HD. N° 1 is a Personally Bond given by the Complainant and the Def.t to the Arbitrators appointed to adjust the dispute between them that the parties signed the Bond willingly and thereby obliged themselves to stand to the Arbitrators award he further saith that the Defendant produced accounts which the arbitrators suspected to be false because they are fresh Drawn and the original accounts Cancelled That one or two of the articles were supported by Proofs and some were allowed by the Complainant which were admitted. The particulars are as follows The amount of 23 P°. read by

by the Complainant the sum of 25 Ps said to be a present to the Complainants attorney 5 Ps as given for Charity a Note of 80 Ps a present for the Defts trouble in managing her affairs & 20 Ps paid to the Complt rels the whole amounts to 116 Ps and one Eighth the rest of the Articles were objected to not being proved as also a discharge the Defendant produced was set aside because the persons whose names were signed as Witnesses to it declared they had no knowledge and likewise the person that drew the Discharge named Arm drew at Pondicherry mentd for things in his answer to the Arbitrators concerning the same which proved to be false. This Deponent further saith that the Paper Writing now produced and shewn him marked H No 4 in an award Signed by this Deponent That the sum of 92 Ps and 7 Bs is awarded to the Complainant who made the first Complaint to their Cadjey That there was an article of 35 Pags said to be made a present of to Dawid Forbes and 5 Ps to his Cabash in the Defendants accounts but 25 Ps only was allowed because one Moolapermauk declared he had heard the Defendant had given no more than 25 Ps and more just not to this or the last Interry

Joseph Githin Examr

Ketheraja

Chowrimoota of Madras Butterman aged 38 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith That he hath known the Complainant two years and the Defendant Six years or thereabouts.

3d. To the third Interry this Deponent saith That the Cadjan now shewn him mark'd ID No 1. is a Penalty Bond given by the Compl.t and Defendant to the Arbitrators appointed to adjust the difference between them that the parties signed the Bond willingly and thereby obliged themselves to submit to the Judgment of the Arbitrators He

further

ffurther saith that the Defendant produced accounts which the Arbitrators deemed Erroneous because they were ffresh drawn and the old accounts cancelled. That some of the Articles were supported by Proofs and Jaccordy allowed by the Complainant The Articles Disallowed are 23 Pr recd by the Complainant 25 Pr Said to be made a present to the Pltf attorney Mr Forbes 5 Pr given for Charity a Note of 30 Pr a present to the Defr and 23 Pr paid to the Compltf Son and David the whole amounting to 106 Pr and one Eighth, The rest of the Articles were objected to not being proved as also a Discharge the Defendant produces was set aside because the persons whose names were signed thereto as witnesses declared they had no Knowledge thereof and likewise the person that drew the Discharge named Armogan at Pondicherry declared ffor things in his Letter to the Arbitrators Concerning the same which proved to be ffalse. This Deponent further saith that the paper writing now produced and shown him marked HD No 4 is an award signed by this Deponent that the Sum of 12 Pr and 7/8 is awarded to the Complainant who made the ffirst Complaint to their Cadjey That there was an Article of 30 Pr said to be made a present of to Dava Forbes and his Dubash in the Defendants account but 25 Pr only was allowed because one Noor Saupermah declared he heard the Defendant had given no more than 25 Pr and more ffanam to this orthe last Interrog

Joseph Gilbert Examd

Chouremoot

Quondapa of Madras Merchant aged 46 Years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as ffollows

To the ffirst Interrogatory this Dept ffaith that he hath known the Compt ffive Months & the Defendant he hath known 12 years or there about.

Third

3d. To the 3d Interrog. this Deponent saith that the Cadjan now shewn him marked **HD** N°1 is a Bondby Bond given by the Complainant and Defendant to the Arbitrators appointed to adjust the disputes between them That the parties signed the Bond willingly and thereby Obliged themselves to the Judgment of the Arbitrators He further saith that the Defendant produced accounts which the arbitrators suspected to be false Because they were fresh drawn and the Original accounts cancelled that some of the Articles were supported by Proofs and several allowed by the Complainant The Articles admitted are as follows 23 P^cs^ recd by the Complainant 25 Pag^s^ presented to David Forbes. 5 P^s^ given for Charity A note of 40 Pag^s^ represented to the Defendant and 23 P^s^ paid to the Compl^t^s Relations the whole amounting to 116 P^s^ 8 The rest of the Articles were objected to not being proved as also a Discharge the Def^t^ produced was set aside because the persons whose names were signed thereto as Witnesses declared they had no knowledge thereof and likewise the person that drew the Bond named Arnapen at Pondicherry declared for Strings in his Letter to the Arbitrators concerning the same which proved to be false This Deponent further saith that the paper Writing now shewn him marked **HD. N°4.** is an award signed by this Deponent that the sum of 92 P^s^ and seven eights is awarded to the Complainant who made the first Complaint to these Cutcherry that there was an Article of 50 P^s^ said to be made a present of to David Forbes and his Dubash in the Def^ts^ accounts but 25 P^s^ only was allowed because one Mootaupoonah declared he heard the Defendant had given no more than 25 P^s^ and more saith not to this or the last Interrog.

Sworn before Wilson Exam^r^

Quondapen.

Additional Interrogatorys to be administred to such Witnesses as shall be produced from and Examined

Examined on Behalf of the Complainant in a
certain Cause wherein one Collondiche of Fort
St George Widow is Complainant and one
Chowreapan of said place Merchant is Defendant

Imprimis do you know the parties Complainant and Defendant in
this Cause or either and which of them and how long have you known them
or either and which of them Declare.

2d To Veerapermaul Item was you or was you not Bubash
formerly to David Forbes deceased if yea say if you remember any present
made by or on behalf of the present Complainant if yea say what Sum
was it as near as you can remember that was so given Declare

3d To James Calvinear Item Did the now Defendant ever apply to you
to Mitigate any matter or dispute if yea say what offers did he make
towards accomodating any Dispute say all you hear d spoke or spoken
that any ways relates to the present dispute Declare

Henry Dovell Att.y for the Complain.t

Mayors Court at Madrasputnam } Between Colondiche Complainant &
Chowreapan Defendant

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

Permaul of Madras Pattah aged 43 years or there about being
produced as a Witness in this Cause on the part of the Complainant was on
the 2 day of July 1735 Sworn at the House of Mr William Brandleston
Attorney for the Defendant by Commission who left a Role of the name
Title and place of abode of the said Permaul and afterwards on the same
day being Sworn and Examined Deposeth as follows

1st To the first Interrog this Deponent saith that he knows the parties
Complainant and Defendant and hath so known them 12 years or there
found

Jsaac

To the second Interrog this Deponent saith that he was Dubash to Daniel Forbes dr his life time That his said master was attorney on behalf of the Complainant against Dewarnah Moodelare he further saith that he remembers the Complainant and Defendant did make a present of 25 Pr to his said Master and 5 Pr to this Deponent and more saith not to this or the last Interrog.

Joseph Githin Exam.r

Sermaul

James Calvinear of madras Company's Servant aged 40 years or there about being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st To the first Interrog this Deponent saith that he hath known the Complainant 7 years and the Defendant one year or there abouts.

3d To the third Interrog this Deponent saith that the Defendant did apply to him to Mitigate the payments of a sum awarded by the Arbitrators to the Complainant requesting that he might pay it off at one Pagoda p.m.r and more saith not to this or the last Interrog

Joseph Githin Exam.r

James Calvinear

Additional Interrogatorys to be administred to such Witnesses as shall be produced sworn and examined in a certain Cause wherein one Colundache of Fort St. George Widow is Complainant and one Chowcarapan of the said place Merchant Defendant

Imprimis do you know the parties Complainant and Defendant in this Cause or either and which of them and how long have you known them or either and which of them Declare

2d To Pragasum Moodelare & Chowcarapan Moodelare Sworn

Do.

do you know the paper Writing shewn you at the time of your Examination mar
HD if you who signed it, and what is the contents thereof do you know this
Cadjan now shewn you also marked HD do you know the contents of it
setforth all that hath passed at any time in your Hearing about the present Caus
in dispute between the plaintiff and Defendant Declare

Henry Devell attorney for
the Complainant

Mayors Court at
Madraspatnam

Between Colandiche Complainant and
Chowcapen Defendant

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

Pregasum Moodelare of Madras Head Boatman aged 40 years
or thereabouts being produced as a Witness in this Cause on the part of the
Complainant and was on the 21st day of July 1745 Sworn at the office of
Mr Wm Dumbleton Attorney for the Defendants by Commissa who left a
note of the name Title and place of abode of the said Pregasum Moodelare
and afterwards on the same day being Sworn and Examined Deposeth
as follows

1. To the first Interrogatory this Deponent saith that he hath known the
Complainant one year and the Defendant 5 years or thereabouts.

2. To the second Interrogatory this Deponent saith that the Paper Writing now
shewn him at this his Examination marked HD No 1. is an award signed
by this Deponent and the rest of the Arbitrators appointed to determine the
dispute between the parties and that the sum of 92 Pagodas and 7 fs is
awarded to the Complainant. He further saith that he remembers a Penalty
Bond was given by the parties to oblige themselves to stand to the Judgment
of the Arbitrators but being Incapable of Letters he cannot be certain
whether or no the Cadjan now shewn and read to him marked HD No 1
is the same and more saith not to this or the last Interrogatory

Joseph Githion Exam[r]

The mark of Pregasum

Chouvreapah Moodelare of Madras Brattman aged 60 years or thereabouts being produced as a witness in this Cause on the part of the Comp.t and afterwards being sworn and Examined Deposeth as follows.

1st To the first Interrog.y this Deponent saith that he hath known the Complainant many yrs and the Defendant 20 years or thereabouts.

2d To the second Interrog.y this Deponent saith that the paper Writing now produced and shewn him marked I D N.o 1 is an Award signed by this Deponent and the rest of the arbitrators appointed to determine the dispute between the parties and that the sum of 92 Pagodas seven eights is therein awarded to the Complainant He further saith that the Cadjan now shewn him marked I D N.o 1 contains a Penalty Bond given by the parties to the Arbitrators whereby they oblige themselves to stand to their Determination and more saith not to this or the last Interrogatory

Joseph Cuthbert Exam.r

Chouvreapen

Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Defendant in a certain Cause wherein one Collundiche is Complainant and one Chouvreapan is Defendant

To all the Witnesses Imprimis Do you know the parties Complainant and Defendant or either of them if yea how long have you so known them or either and which of them Declare

2d To Padre Barnard Item Do you know the Cadjan marked A.N.o C.to Aug.t now shown you if yea say by what means you came to know it did you ever receive a Letter from Pondicherry relating thereto if yea say what the Contents of that Letter was also say what you know relating to the dispute Between the Complainant and Defendant also say if the contents of this Cajan was sworn to in the usual form by the person who signed it Declare

Ford

To Nagapatnam Chowreapan Do you know the Cadjan now shown you marked thus + if yea who was it wrote and sign it & on what account was it wrote was it read in your hearing if yea to what end and to whom was it read and by whom was it read Declare

4th To all the Witnesses Do you know the parties &c or any thing material for the Defendant if yea set forth the same Declare

William Dumbleton Atty for the Defendant

Mayors Court at Madraspatnam

Between Columdache Complainant and Chaureapan Defendant

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

The Revd Padre Barnard of Madras aged 47 years or thereabouts being produced as a Witness in this Cause on the part of the Defendt was on the 1st day of August 1748 shown at the office of Mr Henry Dorriel Attorney for the Complainant by Commecapa who left a Note of the name Title and place of abode of the said Padre Barnard and afterwards on the same day being Sworn and Examined Deposeth as follows.

1st To the first Interrogy this Deponent saith that he hath known the Complt one year and the Defendant 9 years or thereabouts.

2d To the second Interrogy this Deponent saith that he remembers the Arbitrators appointed to adjust the dispute between the parties brought the Cadjans now shown him marked &c Reg.d to this Deponent and acquainted him that they had received them from Pondicherry but hath no further Knowledge of him that he did receive a Letter from a Padrey at Pondicherry signifying that he had Examined the person detained, having sworn him first in the usual form but no mention was made thereof or aught relating to the above Enqry This Deponent further saith that the Complainant applied to him about money the Defendant owed her Whereon this Deponent went for the Defendant

Defendant and questioned him about it. but the Defendant absolutely denyed that he owed her any thereon this Deponent in order to search out the Truth nominated three or five of their Cast to examine their accounts but the Defendant disapproving of them chose persons of himself. This Dept. knows not Whether or no the above Cazans were annexed in the usual Form by the persons that signed them or can further say to this or the last Interrogatory

Joseph Githin Exam.t

F. Barnado Dep. M. Spoc

Nagapatam Chowragan of Madras Bamber aged 40 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and forewarded being Sworn and Examined Deposeth as follows.

1st To the first Interrog this Deponent saith that he hath known the Compl.t 10 Years and the Defendant 25 years or thereabouts.

3d To the third Interrog this Deponent saith that the Cazan now shewn him as this his Examination marked No. + contains a Discharge given by the Complainant to the Defendant in this Deponents presence That it was wrote by one Annapen and signed by the Complainant after it was read to her in this Deponents hearing by the said Annapen and more saith not to this or the last Interrog

Chowragan

Joseph Githin Exam.t

Mayors Court at Madrasapatnam

Tuesday the 29th day of October Anno Domini 1716 Between Calandichi of Madras Widow Complainant and Chowragan of the same place Merchant Defendant

This Cause coming on this day to be heard and debated before this

this Court in the presence of the Defendants and of the Attorneys on both sides
on hearing the Complainants Bill with Translate of an Award Dated the 2d
January 1743 thereto annexed the Defendants Answer with Exhibits Translates
No 2 to 5 thereto annexed The Replication with Translate of a Penalty Bond
between the parties dated the 20 October 1738 thereto annexed The Rejoinder also
the proofs taken in this Cause read and on Examination of the matters in
this Cause what was alledged on either side and due Consideration had
thereon This Court doth therefore think fit to Order and Decree and doth
accordingly order and decree that the Defendant do pay unto the Complainant
the full sum of Pa 132. 3 ½ 0 the said sum of Pa 132. 3 ½ 0 together with such Interest from the 2d January
1743/4 being the date of the before mentd award after the rate of 8 p Cent p
annum as now is or shall hereafter become due thereon until full payment
is made and also the Costs of this Suit and also that the Engagements in
the pleadings in this Cause be delivered up to be Cancelled on either side

By Court
Neale Casamajor
Regr

22 October 1745

To the Honourable the Mayors Court
at Madrasapatnam

Humbly Complaining Sheweth unto this Honourable Board
your Orator Arnachelom adopted son and Heir to Candapah Chitty dec.d
who in his life time resided in this place and Revenge which being applied to
by one Vellasha Chitty Merchant Inhabitant of Pondicherry for the loan of money
at his Occasions required at two several times to both which your orators said
father by adoption did advance and lend to the said Vellasha Chitty
Viz.t on the 15th day of February 1741/2 the sum of Pa 150 and also on the
the 30th of April 1742 the sum of 50 Pa Currant of Madras & was an
acknowledgment of which and security for the repayment thereof with
Interest at the rate of 9 p Cent he the said Vellasha Chitty did sign and
give to the said Candapah your adopted father two notes or obligations under
his

his hand, of the dates and for the sums before recited Translates of which are hereunto annexed for the Inspection of this Honourable Court, and your orator prays the same may be admitted as part of this your orators Bill of Complaint and your orator shews that there has been paid in part of said obligations at sundry times Viz.t

1743/4	Febry 13th paid on part	P.s 75. — —
	20th Ditto	25. — —
	Ditto	6. 6. 60
		P.s 106. 6. 60

So that there remains due on the principals P.s 93. 29. 20 together with the Interest that may on a fair Statement appear due thereon which your orator has often in the most friendly manner applied to the said Vallasha Chitty to pay as being adopted son and Heir to Candapah Chitty Belnow so that may it please this Honourable Court the said Vallasha Chitty refuses to give your orator any manner of satisfaction in the premisses To the End therefore that the said Vallasha Chitty may upon his Corporal Oath true and perfect answer make to all and singular the matters and things aforesaid as fully truly and to all intents and purposes as if the same were here again repeated and Interrogated and be Decreed to pay your orator the Principal and Interest that on a fair Adjustment may appear due on the said Obligations and that your orator may have such further and other Relief as shall appear agreeable to Equity and good Conscience.

Rob.t Hopper attorney for the Complainant

14 February 1744/5

I Vallasha Chitty son of Collah Veragua Chitty do hereby acknowledge to have borrowed and received of Candapah Chitty son of Mila Narraina Chitty the sum of 150 P.s Current of Madras which sum I promise to pay on Demand with Interest at Rate of 1 Cent

Vallasha Chitty

Witness

Narmacar Chitty

Ramatee Iraiyah Chitty. Drawn by Tawanadum

Translated from a Cadjan said to be the original Joseph Githien Interp.r

30 April 1742 Madrasapatnam

I Callasha Chitty Son of Coelah Veeragoe Chitty do hereby acknowledge to have Borrowed and received of Cundapah Chitty son of Nella Verraina Chitty the sum of 50 Ps Current of Madras which sum I Promise to pay on demand with Interest at Nine p Cent

Witness
Sundaravaeyum Vermacoor Chitty
Paramboo Tummostah Nina Chitty
drawn by Tavaiya dum

Callasa

Translated from a Badjan said to be the Orig.l
Joseph Gattien Interp.r

Mayors Court at Madrasapatnam

Tuesday the 29th day of October Anno Domini 1745 Between Arnachellum Adopted Son and Heir to Cundapah Chitty deceased of Madras Merchant Complainant and Callasha Chitty of the same place also Merchant Defendant.

On hearing the Complainants Bill with the Translate of two Cadjan Bonds under the Defendants hand one dated the 15th of Febry 1741/2 for Ps 150 the other dated 30th April 1742 for Ps 50 thereto annexed read the Defendant appeared in Court and acknowledged the Execution of the said Bonds and the Justness of the Complainants demand and on due Consideration had this Court doth therefore think fit to order and Decree and doth accordingly order and decree that the Defendant do pay unto the Complaint.r the Resdue and just Sum of Ps 29. 20 being the residue of the Principal money appearing to be due on the before ment.d Bonds together with such Interest from the date thereof after the Rate of 8 p Cent p Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit

J.r Cur Noah Casamajor Regr

29 October 1745

To the Honble Mayors Court at
Madraspatnam

Humbly Complaining Sheweth unto this Honourable
Court your Orator Vencadachelum son of Mondora Vajade Vencatapa
Naigue Merchant and Inhabitant of Madras having had Sunday dealings
with one Gunnapatee son of Yeggapah Moodeliare also Merchant of the
place aforesaid the said Gunnapatee purchased of your Orator three peices
of Sarge amounting to 35 Pagodas Current money of Madras which in
Sterling money of Great Britain accounting each Pagoda 8 amounts to
£12 or thereabouts but the said Gunnapatee not having ready money to
pay for the said purchase did make sign and Give unto your Orator one
Bond or Writing Obligatory for that sum bearing date on Madraspatnam
the 5th day of March which was in the Year of our Lord 1745 thereby
thereby bonding himself to pay the same on Demand as in which
Bond as for this Honourable Courts Inspection hereunto annexed to which
your orator most humbly refers and prays the same may be admitted
as part of this your Orators Bill of Complaint the original being in
your Orators Custody ready to be produced as this Honourable Court
shall please to direct and your orator further shews unto this Honble
Court that your orator hath received Sixpence in part of the said debt
and hath often and that in the most Amicable manner demanded
payment of the residue

But now so it is may it please this Honourable Court the said
Gunnapatee wilfully and obstinately refuses to give your orator any
manner of Satisfaction your orator therefore prays such Genereal Relief
touching the premises as to this Honble Court shall appear agreeable to
Equity and Good Conscience & the End of the Bill

William Drumbleton
Att[y] for the Compl[t]

596

5 March 1745 Madraspatnam

I Gunnapettee son of Veagapah Moodeliar do hereby acknowledge to have taken up and received of Vencatachelum son of Mauderia Mopaul Vencatapathe naigue Sparpisses of fine Surge Value Thirty five Pagodas and thirty five Fanams which sum I promise to pay on demand with Interest at Eight p Cent

Witness

Tella Chetty
Pocatomby

Sworn and Signed by
Gunnapettee

Translated from a Cadjan said to be the original
Joseph Gilham Sworn Tr.

Mayors Court at Madraspatnam

Tuesday the 5th day of November Anno Domini 1745 Between Vencatachelum of Madras Merchant Complainant and Gunnapettee of the same place also Merchant Defendant

On reading the Complainants Bill with Translate of a Cadjan Bond under the Defendants hand dated the 5 March 1745 for P 35 35 f thereby mentioned The Defendant appeared in Court and acknowledged the Execution of the said Bond and the Justness of the Complainants Demand This Court doth therefore in due Consideration had think fit to order and Decree and doth accordingly Order & Decree that the Defendant do pay unto the Complainant Principal & Just sum of P 35 35 Currents of Madras being the residue of the principal money appearing to be due on the aforesaid Bond together with such Bond after the rate of 8 p Cent p Annum as soon is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit.

J Court

Noah Cusamajor
Regr

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honourable Court your Orator Tavenga Lum Comrapoke Merchant and Inhabitant of Madras Executor or Trustee to the Estate of Mootu Nonah Chitty also Merchant of this place but now deceased who in his Life time was applied to by one Nellamookama Relict of Vallabroo Chitty and Inhabitant of Madras for the Loan of a sum of money whereupon the said Mootu Nona Chitty did advance and lend to the said Nellamookama the full and just sum of 207 Pr Current of Madras for securing the Repayment thereof she the said Nellamookama did Mortgage and Assign over to the Said Mootu Nonah Chitty her Dwelling house situate in the Moottalla Pettah by a Bill of Sale thereof by a Cadjan note in Writing under her hand bearing date in Madras the 1st of January 1744/5 Translate of the same being hereunto annexed for the Inspection of this Honourable Court and whereby your Orator most humbly referrs praying the same may be admitted as part of this your Orators Bill of Complaint and your Orator shews that he has frequently as Executor or Trustee to the said Estate of Mootu Nonah Chitty deceased requested of the said Nellamookama to discharge her said Obligation But now so it is the said Nellamookama refuses to give your Orator any satisfaction in the premisses To the End therefore that the said Nellamookama may upon her Corporal Oath true and perfect Answer make to all and singular the matters and things aforesaid as fully and truly to all Intents and purposes as if the same were here again repeated and Interrogated and be Decreed to pay the full Principal and Interest that may be due on the said Mortgage or that the said house so Mortgaged may be sold towards discharging the same and that your Orator may have such further and other relief as shall be agreeable to Equity and good Conscience Rob. Moyer atty for the Complainant

598

1st January 1745 Madraspatnam

I Nellamootteama Relict of Wallaboo Chitty do hereby acknowledge to have Borrowed and received of Pondyrucum Nainah Chitty Marketmah Chitty the sum of 207 Ps Current of Madras for Securing the repayment of which sum with Interest at Nine p Cent on demand I Mortgage my Dwelling house, with the Bell of Plate thereof, Situate in the Mottalla Petty

Witness

Nellamootteama's mark

Wallaboo Chitty Comreed Subba Chitty
Tewerdon Veeraqua Chitty
Drawn by Choongoondram Vermalla

Translated from a Cadjan and to be the Original

Joseph Gitbin Exam.

Mayors Court at Madraspatnam

Tuesday the 5th day of Novr 1745

Between Tewengalum Comrapah (Executor to the Estate of Mootta Nina Chitty deced) of Madras Merchant Complainant and Nellamootteama Relict of Wallaboo Chitty deced of the same place Widow Defendt

On reading the Complainants Bill with Translate of a Cadjan Mortgage Bond under the Defendants Hand dated the 1st Janry 1744/5 for Ps 207 thereto annexed The Defendants son appeared in Court on behalf of his Mother who was sick, and acknowledged the Execution of the said Bond and the Justness of the Complainants demand And on due Consideration had this Court doth therefore think fit to order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just sum of 207 Ps Current of Madras being the Principal Money of the before said Mortgage Bond together with

with such Interest after the rate of 8 ℳ Cent ℳ Annᵐ as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit and on default of payment at or before 21 days from the date hereof that the Mortgaged premisses be sold and the money arising from such Sale paid unto the Complainant in and towards the discharge of his said Bill and Costs.

ℳ Cur
Noah Casamajor
Reg.ʳ

th
10 Sep.ʳ 1745

To the Honourable the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honourable Court your Orator Columbanck Grotjahn Merchant and Inhabitant of Madras was applied to for the Loan of a sum of money at Interest by one Gotta Lakhmana of the place aforesaid Widow at whose Instance and request your Orator did advance and lend her the full and just Sum of 20 ℳ Current money of Madras for securing the Repayment whereof with Interest after the rate of Nine ℳ Cent ℳ Annum in six months she the said Gotta Lakhmana did make sign and give unto your Orator one Cayan Bond note or Writing Obligatory bearing date in Fort S.ᵗ George the 21ˢᵗ day of November which was in the year of our Lord 1738 Translate of which Bond is for this Honourable Courts Inspection hereunto annexed to which your Orator most humbly refers and prays the same may be admitted as apart of this his Bill of Complaint and your Orator further shews this Honourable Court that in and by the said Bond one Dundee Borne is bound in case of Failure on Gotta Lakhmana's part to pay the Amount Principal and Interest of the said Bond at the Expiration of the said Six Months and your Orator further shews that since the said Transactions Dundee Borne is departed this life and one Venkatadry

a

a Dubash of Madras has proved himself his Heir and taken possession of his Estate and Effects of whom as also of the said Gotta Lakhmana your Orator hath often in an amicable manner demand payment of the above Recited Debt

But now so it may it please this Honourable Court the said Gotta Lakhmanah and Venatadry both of them absolutely refuse to give your Orator any manner of Satisfaction your Orator therefore prays all genral relief touching the premisses as such as to this Honourable Court shall appear agreeable to Equity and good Conscience & the Ends of the Bill.

William Dumbleton
Atty for the Complainant

21 November 1738

I Gullah Lakhmana do hereby acknowledge to have borrow'd and received of Cotaumbauck Gouapah the sum of 200 Pr Current which sum I promise to pay in Six Months with Interest at Nine per Cent and on default of payment at the time limitted Dundoo Boree is obliged for the payment of Principal and Interest

Witness
Nagee Reddee
Tuncoo Venatachelum
drawn by Mungeral Teagapah

Gullah Lakhmana's mark
Boree's Mark

Translated from a Cadjan said to be the Original
Joseph Pithien
Interp.

5 Nov 1745

The Separate Answer of Gulla Lakhmanah to the Bill of Complaint of Cotumbauck Gouapah Merchant of Madras.

The said Defendant now and at all times hereafter reserving to herself all and all manner of Benefit and advantage of Exception to the manifold Errors Impertinencies Incertainties and Untruths in the said Bill

Bill contained for answer thereunto or unto so much thereof as this
Defendant is advised doth materially concern her this Defendant to make
answer unto She this Defendant answereth and saith That this Deft
having occasion for money did apply to the Complainant for the sum of
P.s 20. which the Complainant refused to do, but afterwards one Dundee
Boree being bound with this Defendant and obliging himself to be
answerable for the Sum borrowed together with the Interest thereon
if this Defendant did not pay the same within six months, the Compl.t
was satisfied therewith and did lend the before mentioned sum, but the
limited time for payment being expired the said Dundee Boree then
applied to this Defendant and said, as he had Engaged, and was now
accountable for P.s 20 borrowed of the Complainant with the Interest
thereon and upon the Complainants demand was obliged to pay it, did
therefore require this Defendant to pay the amount to him as it then
became an Obligation on him to discharge the said debt to the Complainant
She this Defendant not having Complied therewith within the limited
time of Six Months. As the said Dundee Boree had then bound himself
this Defendant thought it her duty to make satisfaction to him, and
accordingly did in a short time after pay to him the said Dundee Boree
P.s 15. and afterwards let him have some Brass lamp stands Value above P.s 6.
being account the principal and Interest due on the said Bond. But after
this it so happned the said Dundee Boree died not having Discharged the
said Bond as he had promised to do. upon which and it being known
that this Defendant had paid the said Dundee Boree in his life time The
Complainant made frequent applycation to one Vencatadry who is Heir
and has possessed himself of the said Dundee Borees Effects and disprom.se
to pay the same but on failure there of the Complainant has now sued
this Defendant Jointly with him the said Vencatadry This being a
true relation of the affair this Defendant has only to rely on the Justice
and Equity of this Honourable Court and humbly hopes she shall not be

obliged

obliged to pay a second time what she this Defendant a poor widow has long since paid to the said Dundee Bowee but that the said Vencadadry being Heir to the said Dundee Bowee may be obliged to make full satisfaction to the Complainant

All which matters and things this Defendant is ready to Aver maintain and prove as this Honourable Court shall Direct and humbly prays to be hence dismissed with her reasonable Costs in this behalf most wrongfully sustained

Rob.t Hoper attorney for the Defr

Mayors Court at Madraspatnam

Tuesday the 5 day of November Anno Domini 1745 Between Cohen Sauk Jeugrah of Madras Merchant Compl.t & Gulla Lakhmanah Widow and Vencatadry Heir of Dundee Bowee Deceased Defts both of the same place Defendants

On hearing the Complainants Bill with Translate of a Cadjan Bond under the hand of the Def.t Gulla Lakhmanah and of the aforesaid Bowee dated the 21 Nov.r 1738 for Pa 20 thereto annexed and the separate answer of the Defendant Gulla Lakhmana read and it appearing to this Court that the Defendant Vencadadry hath been served with the Regular process to answer the Complainants Bill but wilfully and obstinately refusing soto do On due Consideration had this Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendants do pay unto the Complainant the full and just sum of 21 Pa Cowries of Madras being the princ.l money of the before mend Obligation to gr with such Int after the rate of 8 P.r C.t p Annm as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit

By Cur

Nash Casamajor Regr

20th August 1745

To the Honble the Mayors Court at
Madraspatnam.

Humbly Complaining Sheweth unto this Honourable Court your orator William Percival Merchant and Inhabitant of Madras that one Tomby Chitty of the same place Merchant stands indebted to your orator the full and just sum of 1500 Ps Current money of madras on four Bonds as follows.

one Bond for Pagodas	500	Dated Febry 6th 1741/2
one Do	500	Dated Decemr 22d 1742
one Do	100	Dated Decemr 11th 1742
one Do	400	Dated May 1st 1742
4 Bonds Pagodas	1500	Which at Sterling money of Great Britain

accompting each Pagoda 8 amounts to Six hundred Pounds £600/st thereabouts all which will appear by Translates of the said four Bonds for the Inspection of this Honourable Court hereunto annexed to which your Orator most humbly refers and prays the same may be accepted as part of this your orators Bill of Complaint the Originals being in your orators Custody ready to be produced as this Honourable Court shall please to direct and your Orator sheweth unto this Honourable Court that the said four Bonds are drawn payable to one Cajuwa Chitty Cudeapah but the Property thereof rests solely in your orator and your orator further shews unto this Honourable Court that Demands frequently in the most amicable manner have been made from time to time of the before mentioned debt from the said Tomby Chitty.

But now so it is May it please this Honourable Court altho' the said Tomby Chitty acknowledges the justness of the Demand yet hath not your orator hitherto been able to obtain any manner of Satisfaction, your orator therefore prays such General Relief touching the premises as to this Honourable Court shall appear agreeable to Equity and good Conscience To the End of the Bill

William Dumbleton
Attorney for the Compt.

6th February 1741/2 Madraspatnam

I Tomby Chitty Companys Merchant do hereby acknowledge to have Borrowed and received of Cafauva Chitty Adjapah the sum of 530 Ps Current of Madras which Sum I promise to pay in two Months with Interest at nine p Cent

Witness Tomby Chitty

Linga Chitty

Attaputta Comrapah Chitty

drawn by Chittercapen

Translated from a Cadjan said to be the Original

Joseph Gittin Exam.r

22d December 1742

I Tomby Chitty Companys Merchant do hereby acknowledge to have Borrowed and Received of Cafauvah Chitty Adjapah the sum of 500 Ps Curr.t of Madras which Sum I promise to pay on Demand with Interest at 9 p Cent

Witness Tomby Chitty

Rangamar Rangapah Chitty

Attaputtah Comrapah Chitty

drawn by Chittercapen

Translated from a Cadjan said to be the Original

Joseph Gittin Exam.r

11th December 1742

I Tomby Chitty Company.s Merchant do hereby acknowledge to have Borrowed and Received of Cafauvah Chitty Adjapah the sum of 100 Ps Curr.t of Madras which Sum I Promise to pay on demand with Interest at Nine p Cent

Witness Tomby Chitty

Rangamar Rangapah Chitty

Attaputtah Comrapah Chitty

drawn by Chittercapen

Translated from a Cadjan said to be the Original

Joseph Gittin Exam.r

1st May 1743

I Somby Chitty Company's Merchant do hereby acknowledge to have Borrowed and received of Cajanen Chitty Salapah the sum of 500 Pr Current of Madras which sum I promise to pay on demand with Interest at 2½ p Cent

Witness
Muppettah Commapah Chitty
Rangamar Rangapah Chitty
drawn by Monnetta Chinatamby

Somby Chitty

Translated from a Cadjan said to be the Original

Mayors Court at Madrasapatnam

Joseph Gethin Exam.r

Tuesday the 12th day of November Anno Domini 1745 Between William Percival of Madras Merchant Complainant and Somby Chitty of the same place also Merchant Defendant

On hearing the Complainants Bill with Translates of 2 Cadjan Bonds under the Defendants hand one dated the 6th February 1742 for Pr 500 one the 11th December 1742 for Pr 100 one the 22 Dec.r 1742 for Pr 500 and one the 1st May 1743 for Pr 500 thereto annext read, and it appearing to this Court that the Defendant hath been served with the Regular process to answer the Complainants Bill but wilfully and obstinately refusing so to do on due Cons.n had this Court doth therefore think fit to Order and Decree and doth accordingly Order & Decree that the Defendant do pay unto the Compl.t the just & just sum of 1500 Pr Current of Madras being the principal money of the above ment.d Obligations together with such Interest after the rate of 2½ Cent p Ann.m as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit the Pl.t having made Oath to the Subject of his Demand

P.s 1500.

By Cur
Noah Casamajor
Reg.r

5 Nov^r 1745

To the Honble the Mayors Court at
Madraspatnam.

Humbly Complaining Sheweth unto this Honourable Court your Orator Gopah Chitty Ball Gruah of Madras Merchant That there having been dealings betweem your orator and one Ramah Syringa Chitty he with one Ramajee Rangiah his Brother both of the same place Merchants now being and residing within the Jurisdiction of this Honourable Court gave their Joint Note unto your orator bearing date on or about the 29 day of August in the year 1741 for the Sum of P^r 353 18 payable at P^r 50 each year until the whole should be paid with Interest at 3 ℔ Cent ℔ Annum as by the said Note wrote in English in your orators Custody ready to be produced as this Honourable Court shall direct will appear, your orator further shews that on or about the 15th Day of October in the year 1743 They the said Syringa Chitty and Ramajee Rangiah being in want of a further sum of money borrowed of your orator the sum of Pagodas 127 30 and for the securing the repayment thereof with Interest after the rate of 3 ℔ Cent on the 31st Day of March then next Ensuing they mortgaged six houses situate in Conah Pulla, particularly described in the Mortgage Bond Translate whereof is hereunto annexed and the Original in your orators Custody ready to be produced as this Honble Court shall direct, which sums make together the Princ^l sum of P^r 331 16 as due to your orator with Interest thereon. But now so it is may it please this Honourable Court that your orator hath used all amicable measures to get his said demands satisfied but without the least Effect To the End therefore that the said Syringa Chitty and Ramajee Rangiah may upon their Corporal Oaths true and perfect answer make to all and singular the matters and things aforesaid as fully and truly to all Intents and purposes as if the same were here again repeated and Interrogated and be Decreed to pay your orator the Principal sum of P^r 331 16 — as also such Interest that shall become due thereon or that the said premises may be sold towards discharging the same and that your

Orator

Pltor may have such General Relief in the premisses as shall be agreeable to Equity and good Conscience.

Robt. Hoyer Attorney for the Compl.

Translate of a Mortgage given by Syringa to Gole Chitty Bale Gruapah dated Madrasspatnam the 15 day of October A.D. 1743

I Syringa Chitty do hereby acknowledge to have borrowed and received of Gole Chitty Bale Gruapah the sum of Pr. 33 for securing the repayment of which sum with Interest at Eight per Cent on the 30 of March next I Mortgage the following five Houses in Coral Chitty Veet my Dwelling house in which I dwell bounded by Arastraga Vauk open Ramangee and Monga, one Do by Quendapa Chitty one by Pounde Gra Venkatan and two by Cauma Chitty and his Family and on default of payment at the time Limited the above houses are to be sold to discharge the Principal with Interest due thereon

Witness
Bonny Venkatachelum
Rabenapah
drawn by Annanapathe

Syringa Chitty
Ramanjee Rangiah's mark

Translated from a Gadjan said to be the Original

Joseph Githins Tacom.

Mayor's Court at Madrasspatnam

Tuesday the 12th day of November Anno Domini 1745 Between Gruapah Chitty Bale Gruah of Madras Merchant Complainant and Syringa Chitty and Ramajee Rangiah of the same place also Merchants Defendants.

On hearing the Complainants Bill with a Note under the Defts hands dated the 9th of August 1741 for Pr. 313.18. also Translate of a Gadjan Mortgage Bond under the Defts hands dated the 15 Oct. 1743

for

for Pr 127. 38 making log the sum of Pr 441. 16 thereto annexed read, the Defendants appeared in Court and Acknowledged the Execution of the said Obligations and the justness of the Complainants demand and on due Consideration had this Court doth therefore think fit to Order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant

Pr 441. 16 the full and just Sum of Pr 441. 16 Current of Madras being the principal money of the two before mentioned Obligations together with such Interest after the rate of 8 p Cent p Ann as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit and in default of payment of the last mentioned Obligation at or before 21 days from the Date hereof That the mortgaged premises be sold, and the money arising from such sale paid unto the Complainant in and towards the discharge of this said Debt and Costs

pr Curr
Noah Cassandra Jor
Regr

4
5 March 1745.

To the Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Gannaganden Merchant of Madras being at the Sea Gate on the 22d day of Nov. 1743 the then Sheriff of this place at that time Exposed to Sale an House situate in Cochalt Pagoda Street in the Mootal Pettah by Vertue of a Warrant of Execution issued out of this Honble Court against the Effects of one Panjan your Orator bid 101 Pr for the said house, and no one bidding more it was Cryed down to your Orator at which time one Venkatadia Pilla being present offered to take your Orators purchase off his hands and allow your Orator 2 Pr profit thereon your Orator accepted the Proposal and bid the Sheriff thereof who thereupon Changed the Name in his account Sale and inserted

the

the name of Vencatatia Villa and Got a Bill of Sale Regisbed at the Chaultry in the name of the Said Vencatatia Villa Last on the Sherriffs demanding payment of the said Vencatatia Villa he put him off from time to time the Sheriff provoked at being so Teased with Sundry demand payment of your Orator saying your orator might recover it from Vencatatia Villa how he could your orator to avoid being Involved in a Law Suit which he Sheriff threatned himwith paid the money for Vencatatia Villa who promised to repay it in a short time which 10 P added to the 2 P allowed your Orr as profit makes P 103 which on Sterling money of Great Britain accompting each Pagoda 8 amounts to £ 41 . 4 . 0 or thereabouts the repayment of which Sum your orator hath often demanded in the most amiable manner from the Said Vencatatiah Villa.

But now so it is May it please this Honourable Court the Said Vencatatiah has taken possession of the aforesaid Bond pull'd off the Top and sold the materials and yet wilfully and obstinately refuses to give your orator any manner of satisfaction your orator therefore prays a General Relief touching the premisses such as to this Honourable Court shall appear agreeable to Equity and Good Conscience & the End of the Bill.

William Dumbleton
Attorney for the Complainr

To whomsoever it may concern whereas there is a House and Ground situated in the Mutal Peta in Cakkuli Pagoda Street between the back of Comrayah Chitty and the Street containing in length 64 ft and in Breadth 33 with a piece of Ground adjoining in Length 22 ft and in Breadth 9 ft on which an Order of Execution out of the Honble the Mayors Court to the Sheriff of Madrapatnam was passed and Issued and was sold at Outcry by Publick Sale at the Sale being then belonging to Peerjan for P 101 to me in hand paid by Vencatachia Pillay at the Signing and delivery thereof

hereof do by these presents Bargain and Sell and have Bargained and Sold unto him the said Venkatashia Chitty and his Heirs and assigns for ever To have and to hold the said house and Ground with all the rights and appurts thereunto belonging Witness my hand in Fort St George November 25th 1705

Registered.

M Empson Regr

A true Copy

Wm Dumbleton

Sec J for the Compt.

Tho Cooke Sheriff

Wm Monson

Wm Johnson } Js

The Answer of Venkatashia Pillay of Madras Merchant Defendant to the Bill of Complaint of Cannapettee of the same place Merchant Complainant

2 April 1705

The said Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the manifold Errors, Imperfections, Uncertainties and insufficiencies in the Complainants said Bill Contained for answer thereunto or unto so much thereof as he this Defendant is advised materially doth concern him this Defendant to make answer unto He this Defendant Answereth and saith.

That he absolutely denies to have ever offered the Complainant two Pr profit on the house as is falsely set forth by the Complainant in his Bill of Complaint nor did the Complainant buy that House for Pr 111 nather was the Complainants House placed in the Sheriffs Account Sale made of this Defendants Name as the Complainant would falsely insinuate But this Defendant begs Leave to set forth to this Honourable Court the Transactions that passed relating to the said house.

This Defendant saith that he himself bought the said House at Outcry it belonging to one Paupa for Pr 101 and 2 or 3 days after the Complainant applied

applied himself to this Defendant saying that he had Occasion for a House and desired this Defendant to Let him have the same to which this Defendant Consented and agreed and Sold him the said house at the same price that this Defendant had purchased it at, upon which the Complainant carried the money being Rs 1850 to the Sheriff and paid it to him in this Defendants presence and did then desire the Sheriff to procure a Bill of Sale for the said house in his the Complainants name The Sheriff then said as he had Sold the house to this Defendant he had therefore already got a Bill of Sale in his But in case the Complainant had a mind for a Bill of Sale in his own name he must get one from this Defendant upon saying of which the Complainant took the Bill of Sale that was made in this Defendants name from the Sheriff, and by the order of the Sheriff, he took some Chowltry Tellivars and carried them to the said house and turned Canjan out, that then lived therein and took possession thereof.

And this Defendant further saith that he absolutely denies to have pulled off the Roof of the said house nor sold the Materials thereof, as the Complainant falsely set forth in his Bill of Complaint and this Defendant begs Leave to set forth some passages relating to that affair

One Nulla Mooka Pilla a Neighbour of the aforesaid Canjan having by the Consent of the said Canjan built a kind of Cover (at his own expence) in the back yard of the said Canjans House of which the said Nulla Mooka Pilla made use of, and when the Sheriff sold the said house, he Expected those appurtenances and after the said House was sold Nulla Mooka Pilla obtained Leave from the Sheriff to pull down the said John and take the same away, and after this Defendant had sold the said house to the Complainant he this Defendant was no more in possession of it.

All which matters and things this Defendant is ready to answer maintain and prove the same as this Honourable Court shall award and

humbly

612

humbly prays to be hence Dismissed with his reasonable Costs and Charges
in this behalf most wrongfully sustained

Henry Dewell Attorney for
the Defendt

2 April 1745

The Replycation of Gaunnapattee to the
Answer of Venkatalia Pillay

This Replyant now and at all times hereafter saving and reserving
to himself all and all manner of Benefit and advantage of Exception to
the many untruths in the said Answer saith that the same is very
Imperfect and insufficient in the Law to be replied unto and this
Replyant also further saith.

That the Defendants Assertion That that part of the Roof which
Mulla Mooda Pillay pulld down did not belong to this Replyants
purchase is both false and absurd. For who ever knew a House
described in length and breadth &c with appurtenances sold upon
condition of the Top being Excepted unless notice was Given thereof by
Advertizement before the Sale which was not done in this case the Bill
of Sale being very particular as to the Situation and length and breadth
of the premises Exposed to Sale but no mention made of what the Deft
falsely Claims.

All which matters and things this Replyant is ready to aver
maintain and prove and humbly prays to be hence dismissed as in
by this Replyants Bill he has already prayed.

Wm Dumbleton Attorney for the
Replyant

22 May 1745.

The Rejoinder of Venkatalia Pillay to the
Replycation of Gaunnapattee

The said Defendant now and at all times hereafter saving and
reserving to himself all and all manner of Benefit and advantage of
Exception to the Manyfold Errors Insufficiencies and Imperfections of the
Replycation

Replycation Saith that all and singular the matters and things in this Defendants answer Contained are true as the same are therein alledged and this Defendant also saith.

That the piece of Roof for Tyling pulled down was neither Bought nor Sold with the house and was carried away by its proper Owner Nella Mootah Pillah who had Leave to build it upon Panjans Ground and paid him for it the sum of P. P. 8 as of the agreement hereunto annext so that the new Complainant hath no Property therein, nor it was never Sold with the house because it never belonged soit, as to the purchase of the house this Defendant will prove in all shapes the Complainant bought it and paid the Sheriff for it with his own hands, and by the Sheriffs order got Talliars to learn out the Inhabitants, and put himself in possession and now to deny the purchase, because he thinks it Dear is a mere folly for that was the very reason this Defendant sold him without a cash profit the said house only, Because this Defendant thought it was a Dear Bargain and this Defendant saith as in and by his said answer he hath already said and will ever maintain and prove the same.

Henry Dorril
Att.y for the Def.t

5th September 1737 Madraspatnam

Punjen sone of Panjen do hereby acknowledge to have Borrowed and received of Vellamoatan son of Boma Coman the sum of Three Pagodas and Eight Fanams Current money of Madras and do agree that Vellamoatan shall have the use of my Ground in Consideration of Interest till the debt is discharged.

Punjen's mark

Witness
Narmacoma Vencatashen
Narree Chitty
drawn by Marsharamone
Translated from a Cadjan said to be the Original.
Joseph Githin Int.r

Interrogatories to be administred to such Witnesses as shall be produced sworn and examined on the part and behalf of the Complainant in a certain Cause wherein one Jannapatten is Complainant and one Venadatta Pillai Defendant

To all the Witnesses Imprimis Do you know the parties Complainant and Defendant in this Cause or either of them if yea how long have you to known them, or either of them, and which of them, Declare.

2 To Caulleapah, Irrapah, Chittenbelum and Kaushacaur Item do you know that one of the contending partys sold the other a house, if yea, on what Terms was it bought and sold, who bought it, and who sold it, was the Buyer ever put in posession by the Seller, if yea, is he yet in posession, if nay, what use did he make of the house, while in posession did he make any alterations or not, did he, or did he not take away any part or parcel of the said house, if yea, what part or parcel declare

3 To all the Witnesses Item do you know or can you say any other matter or thing material for the Complainant in this Cause, if yea, set forth the same as you know have heard or do believe with the reasons of such your knowledge or belief Declare

William Dumbleton
Attorney for the Compt.

Mayors Court at Madraspatnam } Between Jannapatten Complainant &c
Venadatta Pillai Defendant &c

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

Caulleapah of Madras Gomasply aged 50 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 21st day of August 1745 sworn at the office of Mr

Mr. Henry Dorril attorney for the Defendant by Commission who first made Oath of the name title and place of abode of the said Coulthapah and afterwards on the same day being sworn and Examined Deposeth as follows

1st To the first Interrogatory this Deponent saith that he knows the parties Complainant and Defendant and hath so known them 12 years or thereabouts.

2d To the second Interrogatory this Deponent saith that he knows the Complainant sold the Defendant a house for two Pagodas advance on the outcry Bill and delivered over to him but cannot say whether the Defendant is now in possession there of He further saith that he knows the Defendant & one Nellamootan pulled Down one side of the house and carried the materials away and more saith not to this Interrogatory To the last Interrogatory this Deponent saith that the Complainant about seven or eight days after he had sold the house demanded the money of the Defendant who said he had Endeavoured to borrow it of several people but could not procure it, therefore desired the Complainant to Deposit the money and he would repay him with Interest, whereon the Complainant borrowed the sum of Sr. Rupees Pullash and paid off the Outcry Bill that the Bill of Sale is drawn in the Defendants name and more saith not.

Joseph Guthrie Exam.t

Coulthapah.

Errapah of Madras Company born aged 35 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known the Complainant seven months and the Defendant 7 years or thereabouts.

2d To the second Interrogatory this Deponent saith that he knows the Complainant sold the Defendant a house for two Pd advance on the price he bought it at the

Jos

Jea Cok and delivered it over to him but cannot say whether the Defendants now in possession of the House or has made any use thereof that he knows one Villamootain pulled down one side of said house by the Defendants order and carried the Materials away and more saith not to this Interry

To the last Interry this Deponent saith that the Bill of Sale of the said house is drawn in Defendants name but Continues in the Complainants Custody till the money is paid and more saith not

Joseph Githon Exam.ᵗ

Errapah

Chittumbalum of Madras Paddy Merchant aged 36 yrs or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1ˢᵗ To the first Interry this Deponent saith that he hath known the Compltᵗ two years and the Defendant four years or thereabouts.

2ᵈ To the second Interrogatory this Deponent saith that he knows the Compltᵗ sold the Defendant a house for two pagodas Advance on the Outcry Bill and delivered it over to him but cannot say whether the Defendant is now in possession of the House that he knows he pulled down one side of the house and carries the materials away and more saith not to this Interry.

To the last Interry this Deponent saith that the Defendant desired the Complainant to pay the Outcry Bill and said he would repay him with Interest and that the Complainant thereon borrowed the money of Mr Rogers Balagh and paid off the Bill and more saith not

Joseph Githon Exam.ᵗ

Chittumbalum

Y Ramchacaur of Madras Paddy Merchant aged 30 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

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

Complainant two years and the Defendant 8 years or there abouts.

2d Saith to the 2d Interry this Deponent saith that he knows the Complainant sold the Defendant a house in Consideration of two Hundred pounds on a Debt secured over to him but cannot say whether the Defendant is now in possession of the said house or has made any use thereof that he heard the Defendant pulled down a part of the house and more saith not to this Interrog.

To the last Interry this Deponent saith That when the Complainant demanded the money for the above house the Defendant desired him to pay the Ordery Bill and he would repay him with Interest that the Bills drawn in the Defendants name but Continues in the Complainants Custody till the money is paid and more saith not.

Joseph Gibbon Examd

Baushaccaer

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of the Compltt in a certain Cause wherein one Gannaputtee is Complainant and one Venkatatia Pillay is Defendant

To all the Witnesses Imprimis do you know the parties Compltt and Defendant in this Cause or either of them if yea, how long have you so known them or either and which of them Declare

To James Wilmott and Pennell Item Do you know for what the partys contend Did you or did you not hear words pass at the Sea Gate between the Partys if yea what Subject was those Words treating of what do you know Concerning the sale and purchase of a house Declare.

To all the Witnesses Item Do you know or can you say any other matter or thing material for the Complainant in this Cause to set forth the same as you know have heard or do believe with the reasons of such your knowledge or Belief Declare

William Bumbleton
Att[y] for the Complain[t]

613

Mayors Court at Madraspatnam } Between Gannapattee Complainant
and
Vencatalita Pilla Defendant

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

James Wilmott of Madras Court Serjeant aged 33 years or thereabouts being produced as a witness in this Cause on the part of the Complainant was on the 15 day of September 1743 shewn at the office of Mr Henry Revell attorney for the Defendant by Comeiapa who left a Nok of the name Title and place of abode of the said James Wilmott and afterwards on the same day being Sworn and Examined Deposth as follows.

1st To the first Interrog this Deponent saith that he hath seen the partys Compt and Defendant but hath no certain knowledge of either.

2d To the second Interrog this Deponent saith that he has heard the parties contend about a House but did not hear any words pass between them at the Sea Gate That he knows one Banjans house was sold on the Rowmedar left by the Sheriff at the Sea Gate and to the best of his Remembrance it was cryed down 6 to one by unnapattee and more saith not to this or the last Interrog

James Wilmott

Joseph Githien Exam.r

Sermaul Sowans to James Wilmott Court Serjeant aged 29 years or thereabouts being produced as a Witness on this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposth as follows

1st To the first Interrog this Deponent saith that he hath known the Complainant 20 years and the Defd.t 10 years or thereabouts.

2d To the 2cond Interrog this Deponent saith that he knows the parties contend about Canjans house sold by the Sheriff at the Sea Gate but did not hear any words there pass Between the parties Concerning the same that he remembers the Defendant Did an 100 P.s at the Outcry but the Complainant bidding a 101 P.s the house was Cryed down to him. He further saith that about 10 days after the Complainant came to him this Deponent and told him the Defendant had agreed to give him two P.s profit on the house and that he had sold it to him and more saith not to this or the last Interrog

Joseph Gilchrist Exam.d

Sermaul

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part and Behalf of the Defendant in a certain Cause wherein one Gannapatee of Fort Saint George Merchant is Complainant and Vencatashia of said place is Defendant

Imprimis do you know the parties Complainant and Defend.t in this Cause or either and which of them and how long have you so known them or either and which of them Declare

2 To Mundala Veeragoo and Arnachellum

Comanply Item do you know of any house sold by the Sheriff wherein the now Plaintiff and Defendant are Interested, if yea, set forth as follows: Whose house was so sold, to whom sold, for what sum was it sold at the Sea Gate and what the Sheriff gave Notice concerning the sale of the said house, if there was any Mortgage Agreement or Incumbrance therein and of what Value or Kind, if any Materials were pulled down, if any Carried away, by whom pulled down and by whom carried.

Carried away and the property so carried away to whom it belongs? Do you know the Cadjan now shewn you at the time of your Examination above marked H what does it contain set forth all you know of the present dispute, all you have heard and all you do believe with the reasons of such your Knowledge or Belief Declare.

3d To Villamootah Item Do you know this Cadjan now shewn you at the time of your Examination marked H. what do you know of this Cadjan did you, or who else did carry away any materials of a house lately and what House and what Time had you to such materials.

To Panjan Do you know ought of the house now in dispute who Bought the said house of the Sheriff and for what Sum was the said house sold at any time after by whom and to whom and for what Sum was the now Defendants in possession of the said house or who else was in possession who turned the partys out of possession of the said house, and by what Authority say further all you know concerning the present dispute Declare.

Henry Dorvil attorney for the Defendt.

Mayors Court at Madraspatnam } Between Gannapatten Complainant
v
Concalatia Defendant

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

Mundala Varagua of Madras Ryot aged 35 yrs or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 3 day of July 1745 shown at the Office of Mr Wm Dumbleton Attorney for the Complainant by Gannapatten who left a note of the name Title and place of abode of the said Mundala Veeragua and afterwd in the same day being duly Examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known the Complainant 8 years and the Defendant 12 years or thereabouts.

2d To the second Interrogatory this Deponent saith that he knows the house belonging to Panjan was sold by the Sheriff at the Sea Gate to the Defendant for 101 Pag.s who 3 days after sold the same to the Complainant for the said sum which he paid to the Sheriff He further saith that the Sheriff gave notice that a Viranda built on the Ground belonging to the said house was the property of one Nellamootah who afterwards pulled it down and carried the materials away. This Deponent further saith that he has no Knowledge of the Cadjan marked HD shewn him now at this his Examination but on hearing it read says he remembers to have heard that a Cadjan to that purpose was given by Panjan to Nellamootah empowering him to build the Viranda as above on his Ground that the Complainant after he had bought the house above mentioned got a Tallier from the Sheriff and turned Panjan out and more saith not to this or the last Interrogatory.

Joseph Gibbin Exam.r The mark of Mundall Veeraguda

Annachelum Conicoply to the late Sheriff aged 27 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known the Complt 3 years and the Defendant 10 years or thereabouts.

2d To the second Interrogatory this Deponent saith that he knows a house belonging to one Panjan was sold by the Sheriff at the Sea Gate to the Defendant for 101 Pc and that the Defendant afterwards sold the house to the Complainant before the said Sheriff for the said sum which the Complainant paid to this Deponent he being the Sheriffs Conicoply and received a Bill of Sale from the Sheriff He further saith that the Sheriff gave Notice that a Viranda built on the Ground belonging to the house above mentioned was the property of one Nellamootah who afterwards pulled it down and carried

the

the Materials away, and that the Cadjan now produced and shewn him marked HD purports that the said Nellamoodah had the Liberty of building the Veranda abovementioned on Panjans Ground in Consideration of the Loan of three Pagodas and a half to Panjan without Interest That the Compt. turned Panjan out of the house by the Assistance of a Tallier granted him by the Sheriff and more saith not to this or the last Interrg.

Joseph Githen Exam.r Arnachilum

Nellamoodah of Madras Millkman aged 42 years or thereabouts being produced as a witness in this Cause on the part of the Defendant and afterwards being sworn and Examined Deposeth as followeth

1. To the first Interrg this Deponent saith that he hath known the Compt. 2 years and the Defendant 10 years or thereabouts.

3. To the third Interrg this Deponent saith that the Cadjan marked HD now shewn him was given this Deponent by Panjan who thereby empowered this Deponent to build a Veranda on his Ground in consideration of the Loan of three Pagodas and a half without Interest That this Deponent pulled down the said Veranda and carried the materials away after Panjans house and Ground was sold by the Sheriff to the Defendant for 101 Ps. He further saith that the Defendant sold the said house again to the Complainant for the same sum which he paid to the Sheriff who delivered the Bill of Sale of the House to the Complainant that the Defendant had not been possession of the house having sold it to the Complainant immediately after he had bought it and that the Complainants turned Panjan out by the help of a Tallier Granted him by the Sheriff and more saith not to this or the last Interrg.

Joseph Githen Exam.r Nellamoodah

Panjan of Madras Painter aged 60 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant and afterwards being sworn and Examined Deposeth as followeth

1. To the first Interrg this Deponent saith that he hath known the Compt.r

Complainant Six months ana the Dfendants he hath known 10 years or thereabouts

4th To the fourth Interrogatory this Deponent saith that the house now in dispute was the property of this Deponent That the Dfendant bought the said house of the Sheriff for 101 Pr and sold it again to the Compl.t for the same sum which he paid to the Sheriff who delivered the said House to the Complainant He further saith that the Dfendant never was in possession of the said house and that the Complainant turned this Deponent out by the help of a Sallian from the Sheriff and more saith not to this or the last Interrogatory.

Joseph Gibbon Exam.r

The mark of Ponjan

Additional Interrogs to be administered to such Witnesses as shall be produced sworn and examined on the part and Behalf of the Dfendant in a certain Cause wherein one Commandeur of Fort St George is Complainant and Vencatatra Villa is Dfendant

1st Item Imprimis Do you know the parties Complainant and Dfendant in this Cause or either and which of them and how long have you known them or either and which of them Declare

2d To Cundapah Chitty and Subramoney Item Do you remember when the house of one Ponjan was sold by the Sheriff at the Sea gate who bought the said house of the Sheriff was the house sold at any other time if you who sold the said house and who bought it, was in present when any money was demanded, who demanded the money, and what answer was given, and by whom and who was present besides yourself

3d To Dasapah Item Did any Body offer to sell you any House who

who offered to sell such House and whom does that house Belong
asked for that house and what did you bid for the same do you know how he
who offered to sell, come by the said house Declare

Can you say any other matter or thing material for the Defendant
in this Cause, if yea set forth the same as you know have heard or do Believe
with the reasons of such your Knowledge and Belief Declare.

Henry Dowell Atty for the Defendt

Mayors Court at Madrassapatnam } Between Gunnapattee Complainant
and
Venkatatrie Pilla Defendant

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

Cundapa Chitty of Madras aforesaid Inhabitant aged 30
years or thereabouts being produced as a Witness in this Cause on the
part of the Defendant was on the 6th day of September 1725 sworn at the
office of Mr Wm Dunkerton Attorney for the Complainant by Comacapa
who left a Note of the name Title and place of abode of the said Cundapa
Chitty and afterwards on the same day being Sworn and Examined
Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known
the Complainant one Year and the Defendant 15 years or thereabouts

2d To the second Interrogatory this Deponent saith that he remembers when
the house of one Rojan was sold by the Sheriff at the Sea gate that the
Defendant bought the said house of the Sheriff and sold it again to the
Complainant He further saith that he was present when the Defendant
demanded the money for the said house of the Complainant who said he
had half the money ready and would procure the remainder as soon as
possible and pay them that Seven ammy Chittigar Yenappa and Cuttay
were present at the same time and swore with not to this or the last Interrog

Joseph Dalton Scrivr

the mark of Cundapah Chitty

Subramoney of Madras Merchant aged 39 years or thereabouts being produced as a Witness on this Cause on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows

1st To the first Interrogatory this Deponent saith that he hath known the Complainant one year and the Defendant 3 years or thereabouts

2d To the second Interrogatory this Deponent saith that he was not present when Panjans house was sold by the Sheriff at the Sea Gate but saith that the Defendant told him he had Bought the said house of the Sheriff at the Sea Gate and that he had sold it again to the Complainant He further saith that he was present when the Defendant demanded the money of the Complainant who said he had part of the money ready and would make up the rest and pay him that one Pillanah and two others, whose names he cannot Recollect were present at the time, And more saith not to this or the last Interrogatory

Joseph Pithon Exam.r Subramoney

Dasapah of Madras Peon aged 29 years or thereabouts being Produced as a Witness on this Cause on the part of the Defend.t and afterwards being Sworn and Examined Deposeth as follows

1st To the first Interrogatory this Deponent saith that he hath no certain knowledge of the Complainant that he knows the Defendant and hath so known him 15 years or thereabouts

3d To the third Interrogatory this Deponent saith that the Complainant offered to sell a house Standing by Catchellas Pagoda for an hundred and six or seven Pagodas and that the person to whom it was offered said he would consider on it that the Complainant said he had bought the house of the Defend.t and more saith not to this or the last Interrogatory

Joseph Pithon Exam.t The mark of Dasapah Tuesday

626.

Mayors Court at
Madraspatnam

Tuesday the 16th day of Novr Anno Dni 1745 Between Gannapettee of Madras Merchant Complainant and Vencatadria Pillai of the same place also Merchant Defendant

This Cause coming on this day to be heard and debated before this Court in the presence of the parties and of the Attorneys on both sides on hearing the Complainants Bill with Copy of a Bill of Sale dated the 20 Novr 1744 S.P. 1156 thereto annexed, The Defendants answer The Replycation, the Rejoinder with Translate of a Cadjan Note dated the 1st September 1727 thereto annexed also the Proofs taken in this Cause read and an Examination of the matters in this Cause what was alledged on either side and due Consideration had thereon, The Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Complainants Bill do stand dismissed out of this Court with Costs

Per Car
Noah Cassamajor Regr

To the Honourable Mayors Court at
Madraspatnam

Humbly Complaining Sheweth unto this Honourable Court your Orator Seramgoo Nangapah Merchant and Inhabitant of Madras having had Sundry Dealings with one Maniapah also Merchant and Inhabitant of the place aforesaid the said Maniapah having occasion for the Loan of a Sum of money did apply himself to your Orator requesting the same whereupon your Orator did advance and lend unto the said Maniapah the full and just Sum of P 20 S.P. Current money of Madras which is Sterling Money of Great Britain accounting each Pagoda 8 amounts to Eight Pounds or thereabouts P 20 2 8 for securing the repayment of which Sum with Interest thereon after the rate of 3 ¾ per Cent per Annum in one year he the said Maniapah did sign and seal one Mortgage Bond S.P. 2735 regularly Registred in the Choultry Records bearing Date the 18th day of April which

way

was in the year of our Lord 1723 make over and assign unto your orator and his Heirs for ever one house with its appurtenances situate lying and being in Anamunta Pagoda Street on the Pedda naigues Patty Between the houses of Tellesinga and Calliditlan Subject nevertheless to the usual Proviso in such Cases, to wit, that if the said Maniapah his Heirs &c Should well and truly pay or cause to be paid unto your orator his Heirs &c the money due thereon with Interest before the Expiration of the time limitted then and in such Case the Obligation to become void otherwise to remain in full force and virtue all which matters will fully appear to this Honble Court by the aforementioned Mortgage Bonds, reference being had thereto now in your orators Custody ready to be produced as this Honourable Court shall please to direct and your orator further shews unto this Honble Court that the said Maniapah having occasion for a further sum of money did again apply to your orator for the loan thereof and at his request your orator lent him the further sum of 3 Ps for securing the repayment thereof the said Maniapah gave your orator an Interest Bond dated the 1st day of June in the Year of our Lord 1713 now in your orators Custody ready to be produced as this Honble Court shall please to direct so that your orator principal demand on the two foremention'd obligations is 23 Ps Curr.t of Madras which sum your orator hath often and that in the most Amicable manner demanded payment of

But now so it is may it please this Honourable Court the said Maniapah wilfully and obstinately refuses to give your orator any manner of Satisfaction your orator therefore prays such Genaral relief in the Premises as to this honble Court shall appear agreeable to Equity and good Conscience to the End of the Bill.

William Dumbleton
Attorney for the Complainant

Mayors Court &c
Madraspatnam

Tuesday the 12 day of Novr Anno Domini 1745 Between Seraugoo Rangapah of Madras Merchant Compt.t

Maniapah

Mortgage Also of the same place Merchant Defendants

On reading the Complainants Bill the Defendants appearing in Court and acknowledged the Execution of the Bonds on which the pltf sues and the justness of his Demand this Court doth therefore on due Consideration had thereof Order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the full and just Sum of Pa 23. 23 Ps Current of Madras being the principal money of before mentioned Obligations together with such Interest after the rate of Eight p Cent p Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit and in default of payment at or before 21 days from the date hereof that the Mortgaged premises be sold and the money arising from such sale paid unto the Complainant in and towards the discharge of his said debt and Costs.

By Cur

Noah Casamajor
Regr

10 Sept 1745

To the Hondble the Mayors Court
at Madraspatnam.

Humbly Complaining Sheweth to this Honourable Court your Orator John Scatton Merchant of Madras was applied to by one Subiah and Collandee Chitty Gomastahs to one Ponny Chitty for the purchase of Sundry Goods and your Orator shewes he did sell and dispose of to the said Gomastahs diverse goods to the amount of 1600 Ps Principal money and Current of Madras which in Sterling money of Great Britain allowing 8 p Pagoda amounts to 680 or thereabouts and for the Security of the said money they the said Subiah & Collandee Chitty Jointly with one Tomby Chitty Merchant also residing in this place did Sign and Deliver unto your Orator one Paper Bond or Obligation bearing Date the 11 of August 1731 thereby promising to pay the said money over at the Expiration of two months from the date thereof as is there in specified but notwithstanding the said Gomastahs have both neglected so to do as also the said Tomby Chitty who by the said Bond undertakes to see the said Contract duly

performed

performed and though your orator hath frequently demanded payment of the principal and Interest due on the said Bond yet so it is the said Tomby Chitty and others refuse to give your orator any satisfaction in the premiss &c.

To the end therefore that the said Tomby Chitty Subrah and Colland Chitty may upon their Corporal Oaths (the only proper assurance to all and every the matters and things aforesaid fully truly and Respectively to all Intents and purposes as if the same were here again repeated and Interrogated) and be Decreed to pay your orator his said Principal sum & Interest due thereon and that your orator may have such further and other relief in the premises as may be agreeable to Equity and good Conscience.

Henry Dowdeswell
Attorney for the Complainant

Mayors Court at Madraspatnam

Tuesday the 26th day of November Anno Domini 1745 Between John Sheldon of Madras Merchant Complainant and Subrah Colland Chitty and Tomby Chitty of the same place also Merchants Defendants.

On reading the Complainants Bill with a Bond under the Defendants hands dated the 11th Augt 1738 for Pr 1600 and it appearing to this Court that the Defendant Tomby Chitty hath been served with the Regular process to answer the Compts Bill but wilfully and obstinately refusing so to do, no due Cause had this Court doth therefore think fit to order and Decree and doth accordingly order and decree that the Defendant Tomby Chitty do pay unto the Compt the full & just sum of Pr 1600 being the principal money of the aforesaid Bond beg with such Interest after the rate of 8 p Cent p Annd as now is or shall be hereafter become due thereon until full payment is made & also the Costs of this suit, the Pr first making oath to the Truths of this Decree

Pr 1600

J. Cox
Nash Besanmajor
Regr

625

Mortgage dep. of the Jews place Merchant Defendant

On reading the Complainants Bill the Defendant appeared in Court and acknowledged the Execution of the Bonds on which the Suit was and the Justness of the Demand This Court doth therefore on due Consideration had Mett fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant the full and just Sum of P. 23. 20 Pr Current of Madras being the principal money of before mentioned Obligations together with such Interest after the rate of Eight p Cent p Annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit and in default of payment at or before 21 days from the date hereof that the Mortgaged premises be sold and the money arising from such Sale paid unto the Complainant in and towards the discharge of his said debt and Costs

By Cur
Noah Casamajor
Regr

10th Sept. 1745.

To the Hondble the Mayor & Court
at Madrasapatnam

Humbly Complaining Sheweth to the Honourable Court your orator John Shatton Merchant of Madras was applied to by one Subiah and Collandoo Chitty Jomasha to some time Chitty for the purchase of Sundry goods and your orator shewes he did sell and dispose of to the said Jomashaks divers goods to the amount of 1600 Pr Pagoda money and Current of Madras which in Sterling money of Great Britain allowing 8/ p Pagoda amounts to 640 or thereabouts and for the Security of the said money they the said Subiah & Collanda Chitty Jointly with one Tomby Chitty a Merchant also residing in the place did sign and Seal unto your orator one Paper Bond or obligation bearing Date the 11th of August 1731 thereby promising to pay the said money or at the Expiration of two months from the date thereof as in the same specified But notwithstanding the said Jomashaks have so neglected & refused to do as also the said Tomby Chitty who by the said Bond undertakes to see the said Contract duly performed

said mentioned sum your Orator hath Demanded payment of the said Permaul and also of the said Ancanah but they have both refused to pay him. Your orator further shews that on such refusal application was made to Richard Prince Esq.r the present Chief at Vizagapatam requesting his assistance to recover the same in whose presence the said Ancanah gave another Bond to your Orator bearing date the 22 day of January last whereby after reciting the before mentioned Bond so given to the said John Stratton he obliged himself to go to Madras settle his accounts with the said Permaul and procure from him the Ballance of your orators accounts or be accountable himself for the payment thereof within the space of three Months from the date thereof with this Proviso that if your orator had not his Bonds with him at Madras before the Expired of the said three months then this last mentioned Bond should be Void as by a Translate thereof also hereunto annexed marked No. 3 will appear before the Expiration of which time your orator had the said Bond at Madras and has demanded performance thereof without Effect and your orator further shews that the said Arbitrators by their said award set forth that the said Permaul had on false pretences taken a Bond from Dontapillah Jamiah your orators father deceased for the sum of R.s 110-10 which ought to be delivered up to your Orator and which he hath often Demanded and hath as often been refused the same and now threatned by him to be sued for it. But so it is your orator cannot be relieved in the premises without the aid and assistance of this Honble Court To the End therefore that the said Ancanah may upon his Corporal Oath true and perfect Answer make to all and singular the matters & things herein before set forth as fully truly & Effectually to all intents & purposes as if the same were here again repeated and Interrogated & more particularly that he may set forth and say whe.r such Arbitrators were not appointed, and whe.r they did not take such account & make such award as is before set forth, and whe.r he did not give such Bond as

21st August 1733

To the Right Honble the Mayors Court at
Madraspatnam.

Humbly Complaineth & Sheweth unto this Honourable Court your Orator Antona of Madras Merchant That your orators Brother Timoja Varapah late of Vizagapatam Merchant deceased to whom your orator is Heir had in his Lifetime sundry Dealings in partnership with Permaul Mordelare of Madraspatnam Merchant which were Chiefly Transacted on the said Permauls behalf by one Anconah his Gomastah late of Vizagapatam but now of Madraspatnam aforesaid within the Jurisdiction of this Honourable Court, and your orator further Shews that not being able to adjust his said deceased Brothers accounts with the said Anconah & made his application to John Shatton Esqr then Chief at Vizagapatam aforesaid requesting his Assistance therein who advised your orator and the said Anconah to refer the matters in dispute to the arbitration or Decision of four Merchants named Veeraguly Narrapa, Lingapa, Sette, Lingum and Gongoloo Saubariah, which they undertook and stated an account between whereby it appears that there is the Sum of Rupees Mad. 13. - 6 due to your orators said Brothers Estate, as by a Translate thereof hereunto annexed marked No 1 will appear as also the said arbitrators under wrote the said account that there was the further sum of Rs 231. 8. - also due, besides the freight of a first Voyage to Gongavarum at Rupe 9, and of a second Voyage to Ponde Marka at Rupees 13 for each Groove of Paddy or Rice which said Freight amounts to the Sum of Rs 130 and makes with the said two before mentioned Sums the Sum of Rs 1529. 5. 6 that is due to the Estate of your orators said Brother and your orator further Shews that after the said arbitrators had delivered such their adjusted account and award He the said Anconah Gave a Bond to the said John Shatton bearing Date the 7th day of November 1732 Whereby after reciting the before mentioned Award or Decision he obliged himself to be accountable to your orator for the said money Provided the said Permaul Mordelares should refuse to pay the Same, as by a Translate thereof marked No 2 will appear which

Said

as are before mentioned as also whether he hath performed the same and if not why he Doth not, and that the said Ameenah may be Decreed to pay your orator the said sum of R.s 1529. 5. 6 with Interest and also to Deliver or cause to be delivered up the said Bond for Rupees 114. 10 &. that your orator may have such further and other relief in the premises as shall be agreeable to Equity and good Conscience.

Rob.t Roper attorney for the Compl.t

D.r Pormaul Moodeliare in Acc.t with the Estate of Tumiah Veerapah dece.d &c.

To Cash received of Doulapilla Bakkeia		161. 12		
To half of the profits of two voyages to Negore		280 -		
To Respondents Accounts charged on a sum carried to account Shipping		751 -		
This share being 3/5.ds deducted is		511. 10½		
		230. 5½		
			By Cash due to him on Ballance of the last Acct. settled by Ameena	R.s 643. 5
			By Bottle nuts sold for R.s 262 his ½ share	131 -
			By Paddy bought at Pondy	169. 13½
			By the Amt. of Paddy sold at Pondy	43. 8
			By what saved at Comeca	30 -
			By the Amt. of the Stock at Gengecaim & Pointe maida	25. 5½
			By Cash paid Tommah for his Expences during his Stay at Madras R.s	6. 15. 30
			By D.o his Gomastahs paid Bakkeia at Negore	2 - -
				8. 15. 30 28. 4
			By what Veerapah was indebted to Venatachellum	50 -
				102. 4
			By Ballance due	1147. 13½
Rupees		2172 1/2	Rupees	2172 1/2

Note Pormaul Moodeliare is further indebted on the following sums Viz.t

To Ballance of accounts settled and concluded by Courtesy namely R.s 36. 3. @ 3/2 Rupees 7p.r Pa.n is Rupees 81. 8

To Ballance of what Battee Mahanderis indebted to the Joint Stock of Rupees 300 half of which is 150 - -

231. 8

Though the accounts stood in the manner above mentioned and the Estate was no ways Indebted to Pormaul Moodeliare, yet he pretended that some Interest was due to him on the several Articles in the Credit Side, and took a Bond from Doulapilla Tumiah for the sum of 114. 10 as also that part of Comeca was due to him notwithstanding

By this

Besides this Permaul is to give the Estate an account of Freights at Gongaveram for the first Voyage at Rs. 9 ₰ Garse and the second Voyage at Pointy Madaka at Rupees 13 ₰ Garse.

Signed by
Coonaayla Namapa
Lingapa
Sette Lingam
Gongoola Sambaraiah

Translated from a Cadjan said to be the Orig.l
Joseph Gibbon Lieut.

Translate of an Obligation given by
Vaillapilla Ancana to John Shatton Esq.r
Chief at Vizagapatam dated this 7 day
of November 1752.

Whereas a Dispute arose between me and Antunna on his
claiming to be paid the Amount I gave him by Word of mouth relating to
the concerns between Sumoodee Veeraputh and Permaul Moodelave to
whom I have paid the amount thereof Now I do hereby Oblige myself to
be accountable, on the said Antunnas behalf, to John Shatton Esq.r
Chief at Vizagapatam for the Ballance becoming due to him on the
account Drawn by the order of Sanca Lingapah Namapah, Tumma
Sette Lingam and Gingara Shankariah, provided the said Permaul
Moodelave shall refuse on my advise to repay the Overplus received

Witness
Mulla Muddagulla Appulla Razee
Bavajeeja Paypiah
drawn by Colluve Venkatashen

Ancana

Translated from a Paper Writing said to be the original
Joseph Gibbon Lieut.

Translate of an Obligation marked B
given by Doulapulla Ancana to Doulapulla
Antunna

634

Antunna dated this 22 Day of January Anno Dni
1713/4 in the presence of Richard Prince Esqr Chief of
Vizagapatam

Whereas I the subscriber of John Stratton Esqr at Vizagapatam
I signed a paper in his presence whereby I was obliged to go to Madras
to obtain Antunna's right from Permaul Moodelave or be accountable
myself to him for the payment thereof Now I also hereby further confirm
such my obligation in the presence of Richard Prince Esqr now Resident at
Vizagapatam, That I will go to Madras, Settle my accounts there with
Permaul Moodelave and procure from him the Ballance of Antunna's
account or be accountable myself to him for the payment of the same
within the space of 3 months from the above Date But if the said Antunna
does not bring my Bonds with him to Madras by the Expiration of the Term
above mentioned, then this obligation is void. This I give with my free
Consent

Witness

Dyparee Cauvm Chitty
Davapoyee Crynah

Anconah

Drawn by Cotchelecontee Ankoo
Translated from a Cadjan said to be the original
Joseph Githin Secrt

Ft
15 Sept 1714

The answer of anconna now of Madras
Merchant Defendant to the Bill of Complaint
of Antana of the same place Merchant Comp

The said Defendant now and at all times hereafter saving and
reserving to himself all and all manner of Benefit and Exception to the
manifold Errors Imperfections Incertainties and Untruths in the
Complainants said Bill contained for answer thereunto or unto so much
thereof as he this Defendant is advised materially to this concern this
Defendant to make answer unto he this Defendant answereth and saith
That the Complainant sets forth in his Bill of Complaint that he did
Cost

Brother and Heir to the deceased Timidah Veerapah which this Defendant says is false.

Further Defendant saith that all the Relation that the Complainant is to the deceased Veerapah is, that Timidy Veerapah was married to two of the Complainants Sisters, and that they lived all under one Roof and that some days after Timidy Veerapah died Intestate, having an own Brother living and at that time was present in Vizagapatam, so that the Complainant could not be either Brother or Heir as he falsely sets forth in his Bill of Complaint, this Defendant saith, However the Complainant professed himself of all and every the said deceased Timidy Veerapahs Estate and Effects, And this Defendant saith that the Complainant also set forth in his Bill of Complaint that in the Life time of the said Buzaleer Timidy Veerapah the the said Timidy Veerapah and one Permaul Moodelare were concerned together in the way of Trade between this and Vizagapatam and that at that time this Defendant was a Gomastah to the said Permaul Moodelare which this Defendant says is also false And this Defendant says that he being a relation to the deceased Timidah Veerapah he did at the request of the said Timidah Veerapah do and Transact whatever business he the said Timidah Veerapah told him to do. But this Defendant says that at that time which the Complainant sets forth in his Bill of Complaint he was not even a Gomastah to Permaul Moodelare

And this Defendant further saith that after the death of Timidy Veerapah the Complainant and his Father came to Madras from Vizagapatam at which time they settled account which was then depending between the said deceased Timidy Veerapah and the said Permaul Moodelare and it appeared at that time that there was a Ballance in favour of Permaul Moodelare for which the Complainant and his Father Jointly gave a Bond to Permaul Moodelare and afterwards they returned to Vizagapatam again.

Sometime

Sometime after Permaul Moodeliare Employed this Defendant to inspect into his affairs at Vizagapatam but not as the Complainant would Insinuate that this Defendant was a Gomasta to Permaul Moodeliare in his life time of Timidy Veerapah and as he falsely supposes in his Bill of Complainant.

And this Defendant further saith that in January last Mr Richard Prince being then Chief at Vizagapatam did send for this Defendant and ask him why he did not discharge the Complainant Antona for which he this Defendant had given an Obligatory Bond, to which this Defendant said, that he did not know that he was any way Indebted to him But said he had signed a Writing in Mr Stratons time to which he was forced, upon Mr Princes hearing of which he ordered the Compt Antona to take his accounts and to go with this Defendant to Madras and there to settle accounts with Permaul Moodeliare The Complainant then said to Mr Prince that this Defendant would not go with him to Madras for that he Intended to Run away to Callingapatam upon which Mr Prince ordered this Defendant to give a Writing from under his hand to oblige himself to go with the Complainant and for the Complainant to carry his Accounts to Madras, which if this Defendt did not perform then such Writing or Obligation so given by this Defendant should be Void and of none Effect

And this Defendant says that pursuant to the above Agreem this Defendant and the Compt did sometime after come to Madras when this Defendant did often Importune the Complainant to bring accounts and to settle Permaul Moodeliare which the Compt would put off this Permaul Moodeliare had spoke to him several times, to the same but to no Effect, and at last the Complainant without any Agreement any thing either to this Defendant or to Permaul Moodeliare files his Complaint agt this Defendt in this Honourable Court

And this Defendant further says that on his hearing thereof he did give an Attorney and having got Copys of the Bill of Complt and

Obligatory Notes and accounts Current which the Complainant have been against this Defendant and the same being given to this Defendant to make a defence thereto this Defendant says that in No 1 which is said to be the accounts settled by the Arbitrators and signed by them; This Defendant says that he never chose any Arbitrators, nor does the said paper No 1 say that this Defendant is to be answerable for the Ballance of such accounts said to be settled by the Arbitrators, No 2 on getting the original thereof being given unto this Defendant, the accounts that is said to be settled by Arbitrators were not Mutually chosen by each party and a Translate of which original which is hereunto annexed for the perusal of this Honourable Court will make it so appear, No 3 an Obligation given to Mr Prince and looking over the same found it was altered in two places, and this Defendant says that he did get from Mr Prince a Copy the same day a true Copy thereof a Translate there of is hereunto annexed for the perusal of this Honourable Court, and which will make it so appear, what persons that will be guilty of such actions, will stick at nothing

And further this Defendant says that the Complainant sets forth in his Bill of Complaint That the Bond given to Permaul Moodelare by him and his father, ought to be Delivered by him up by this Defendant to which this Defendant says that he is no ways accountable for the same they not having Given such Bond by order or consent of this Defendant but of their own free and voluntary Will, as being a Ballance Due to Permaul Moodelare.

And Lastly this Defendant says that as he this Defendant did give unto the Complainant an Obligation, the purport of which was that the Complainant should go to Madras with his Accounts and there settle and adjust the same with Permaul Moodelare in which the Compl[t] has in no wise Complied with Therefore this Defendant humbly presumes that such Obligation is become void and of none Effect, But this Defendant humbly prays that this Honourable Court will for a general Satisfaction be pleased to order the Compl[t] to carry his Accounts and settle the same with Permaul Moodelare which when done that the same may be brought and laid before this Honble Court

&c

All which matters and things this Defendant is ready to aver
maintain and prove as this Honble Court shall award and
prays to be hence Dismissed with his reasonable Costs and Charges
Behalf most wrongfully sustained

William Dumo
Attorney for

Translate of an obligation given to John
Stratton Esqr Chief at Vizagapatam by Davi
Ancona dated this 7th day of Novr 1752

Whereas a dispute has arisen between me Daulapilla Ancona and
Antonina on his Deeming to be false the account I gave him by word of mou
relating to the concerns between Timmiry Veeragnah and Permaul Mo
Now I the said Daulapa Ancona having paid Permaul Mordecai
Contents of the said accounts do hereby oblige myself to be accountable
said Antonina's Behalf to John Stratton Esqr Chief at Vizagapat
the Ballance becoming due to him on the account Drawn by
Ionca Linganah Veeragyada Narrapah Timmie Chitty Lingam
Gongala Shankarcah provided the said Permaul Mordecai
on my advice to repay the overplus received.

Witness

Incanah

Mulla Muddagulla Appulla Razu

Davapooja Paupiah

drawn by Bolive Venkatashen

Translated from a Soojan said to be the original as near as I am able

Joseph Guthrie Town

Translate of an Obligation given by Daula
Pilla Ancona to Mr John Stratton Esqr Chief of
Vizagapatam and dated the 7th of Nov 1752

Whereas a Dispute arose between me and your Antonia concerning
Veeraph which I gave him by word of mouth and also Permaul
received the amount thereof Now you settle and give the Account
and made by the means of Sonka Linganah, Ionca Lingam

Soming Cutter, Longcam, and Gongula Shankranna the Contents of which I shall get Bermaul Moodelare to pay upon Sight of it.

Witness
Mutta Maddigutta Appulla Rayah
Dwarapujah Paupia
Drawn by Cador Venkatashen

Anconah

Translate of an Obligation given by Ancona to Ancunna in the presence of Richard Prince Esqr Chief at Vizagapatam dated this 22d day of January Anno Domini 1743/4

Whereas in the Residency of John Stratton Esqr at Vizagapatam I signed a paper in his presence whereby I was obliged to go to Madras to obtain Anhunnas Right from Bermaul Moodelare or be accountable to him my self for the payment thereof Now I also hereby further Confirm such my Obligation in the presence of Richard Prince Esqr now Resident at Vizzagapatam That I will go with Anhunna to Madras Settle my Accounts there with Bermaul Moodelare and procure from him the Ballance of Anhunnas Accounts or be obliged my self to pay him the amount thereof within the space of three months from the above Date But if the said Anhunna does not bring the accounts with him or has them to produce at Madras by the Expiration of the Term above mentioned then this obligation is void This I give with my free Consent

Witness
Dwijay Chaum Chitty
Dwarapujah Paupiah
Drawn by Cadore Cookadu Venkatu Venkoo

Anconah

Translated from a Paper Writing said to be the Original

Joseph Gittkin Scrivr.

Translate of an Obligation given by Bailla Pilla Ancona to this Antuna in the presence of

610

of Mr Richard Prince Chief of Cuyapatam and dated
the 22d day of January 1720/1

Whereas I gave you a writing on Mr Stratton's presence concerning
the Dispute between you and me, and thereby I promised to go to Madras, and
get from Permaul & Co Declare your money and pay you, and also I obliged
myself to make good the same. Now you and I will go to Madras and
look over the Accounts with Permaul & Stockdale and the Ballance that you
I will make him pay, if I can't, then I promise to pay it myself within
months from the Date hereof. But if you do not come to Madras with you
Accounts you have no Reason then to demand any Cash from me. Pass
give this Obligation of my own free Will

Witness
Dawaree Caume Chitty
Davapujah Pazpriah
Drawn by Pachora Cattichetty Cundee Veneco

Vnconah

Replication and Rejoinder } General

Interrogatories to be Administered to
such Witnesses as shall be produced from
and Examined on the part of the Compt
in a certain Cause wherein Nubona is
Complainant and Vnconah is Defendant

1st To all the Witnesses Do you know the parties Complainant and
Defendant or either and which of them and how long have you known
or either and which of them Declare.

2d To Mr John Stratton, Ponalah Ramiah and Changelmah Do you
know aught of any Dispute that at any time happened between the Compt
Defendant concerning any Money or Accounts, what and when was
dispute, what Steps were taken therein how was the same Ended
with the whole that you know relating thereto according to the best
Knowledge and Remembrance Declare

D. To John Stratton Is you know the paper writing marked B.S. now produced to you. If so, what does the same purport to be, had you the same ever in your Custody and for how long, has there been any alteration made therein since the same was signed as you know or believe Declare

Int. To all the Witnesses Is you know or can you say any other matter or thing material for the Complainant in this Cause, if so, set forth the same as you know have been informed or do believe and the Reasons of such your Knowledge or Belief

Robt Skynner Atty for the Complainant

Mayors Court at Madraspatnam } Between Antonah Complainant & Anconah Defendant

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

John Stratton of Fort St George Merchant aged 41 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 5th day of January 1741/5 Sworn at the Office of Mr Wm Dumbleton Attorney for the Defendant by Commerapa who kept a Note of the name title and place of abode of the said John Stratton and afterwards on the same day being sworn and Examined Deposeth as follows

1st To the first Interrogatory this Deponent saith that he hath known the Complainant and Defendant 3 years or thereabouts.

2d To the second Interrogatory this Deponent saith that on or about the 22d of August 1742 He this Deponent being then at Vizagapatam did receive a Letter from Mr Wm Lovewood wherein he the said Mr Lovewood did Inclose a Note of hand given by the Complainant to Lermont Mordelare for the sum of Rupees 810"/6 as near as this Deponent can remember and requested of this Deponent to demand the same and when received to pass the said Sum to the Credit of his account, whereon this

Dep.t

Deponent some few days after sent for the Complainant and demanded
payment of the said aforementioned note of hand who attending did in answer
thereto acknowledged that he had signed his name to the Bond but when he
executed the same he believed the several accounts between him and his
Father were just and true and therefore gave the aforesaid note of hand or
for the Ballance of the accounts between them but that since the Execution
thereof he had examined the accounts or Trade between Furmaul and his
father and found a considerable Ballance due and owing to his Father
instead of his Father being Indebted to Furmaul Mordhare and therefore
requested that the said accounts might be Reexamined by the Merch.
of that place the said Accounts being at that time in the hands of the Defd.
but this Deponent apprehending that the said pretence of accounts was
only made by the Complainant in order to avoid payment of the Bond
did tell the Complainant that in case he did not pay off and discharge
the Bond in a certain time which this Deponent then gave him he
would put him in prison for the said debt This Deponent further saith
that some small time after the Transactions aforementioned the
Complainant did present a petition to this Deponent requesting the
several Accounts in the hands of the Defendant might be Reexamined by
Arbitrators to be chosen by him and the Defendant for that great Injustice
had been done him by the Defendant in producing accounts to Furmaul
Mordhare which were not genuine and which occasioned his giving
the Bond aforementioned whereupon this Deponent did send for the
Defendant and acquaint him with the purport of the said Petition and
at the same time recommended him to refer his accounts to be examined
by arbitrators which the Defendant then declined but some days after
upon the Complainants Declaring that he would abide by such award
as should be given by Arbitrators upon the Inspection of the Defds.
Accounts only, he the Defendant consented thereto and accordingly four
of the Principal Inhabitants Merchants residing at Vizagapatam were
chosen by the Complainant and Defendant that is to say the Complts.
chose two and the Defendant two and it was then and at that time agreed
between

Between the parties that in case the Arbitrators so chosen should be divided
in opinion that a fifth should be chosen as an Umpire on both sides And
this Deponent saith that the several Arbitrators so appointed having made met
several times for the purpose aforementioned did at last deliver in their
award to this Deponent in favour of the Complainant for the sum of
R. 1600 or thereabouts as near as this Deponent can remember To the
third Interrog. this Deponent saith that he doth know the paper writing
now produced and shown him at this his Examination marked R. S.
that the same was delivered to this Deponent by the Defendant who did
then and at that time declare that it was an obligation which he
voluntarily gave to the Complainant to pay him the sum therein mentd
in case Permaul Moodelore should refuse payment of the sum which the
Arbitrators had awarded should be made good to the Complainant and
further saith that the said Obligation remained with this Deponent till
August last when he delivered it up to Mr Saunders at Vizagapatam
and that the same was not out of his possession 'till that time save &
except for some days only that this Deponents gave it to Paupa Brammin
to put into English and this Deponent declares that he doth not
remember that he ever gave any order for the Defendant to be confined
or that he suffered any Hardships by Imprisonment or otherwise during
this Deponents residence at Vizagapatam but saith that possibly he
might put the Defendant under the Charge of a Peon during the
time the several Accounts in dispute between the Complainant and Defend.
were under the Examination and Inspection of the Arbitrators which he
apprehends he had a right so to do as Chief of that Settlement This
Deponent further saith that sometime before he left Vizagapatam for
this place both the Complainant and Defendant did apply to this Depon.
for their passage in this Deponents ship which he consented to and
permitted them to put their Necessarys aboard but some few days before
this Deponents Departure, the Defendant absconded himself and went into
another Country which this Deponent hopes will be deemed a strong
proof and a Circumstance consonent to reason that this Deponent did
not

not read the Defendants answer this Deponent has been informed he has sworn to in his answer he delivered into Court for it cannot be supposed that this Deponent would bring the Defendants answer his Deponents self to Expose himself to his Superiours for Male Practices. And this Dep.t also saith for his further Justification in this affair that he hath never received any Fee Promise or Reward from the Complainant Lett the Event of this Cause be given either for or against him in this Court and more saith not to this or the last Interrogatory.

Joseph Gethin Exam.r

John Stratton

Pontalah Raumiah of Vizagapatam Merchant aged 60 years or there abouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined deposeth as follows.

1.st To the first Interry this Deponent saith that he hath known the Compl.t 20 Years and the Defendant 30 years or there abouts.

2.d To the 2.nd Interry this Deponent saith that he knows a dispute happned at Vizagapatam between the Complainant and Defendant about Tumidy Veerapahs accounts that four Merchants were appointed two for each party to adjust the difference who determined that the Defendant should repay the Complainant in two months the sum he had overpaid Ermaul Mondelare on Tumidy Veerapahs account by the Defendants order He further saith that the arbitrators signed the award they had made and afterwards carried it to Mr Stratton then Chief at Vizagapatam who asked the parties if they were both contented that they replied they were and more saith not to this or the last Interry.

Joseph Gethin Exam.r

Baumiah

Chengelraiah of Vizagapatam Brahmin aged 20 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant

Complainant and afterwards being Sworn and Examined Deposeth as follo

1. To the first Interrogatory this Dep.t saith That he knows the parties Complainant and Defendant and hath so known them fifteen years or there about.

2. To the second Interrog this Deponent saith That he knows a dispute happened between the parties at Vizapatam concerning a Sum of money which the Complainant had overpaid Permaul Moodeliar on Account of Tunnidy Veerapaik by the Defendants Order the further saith that four Arbitrators were appointed two for each Party to adjust the matters between them who Determined that the Defendant should repay the Complainant what he had so overpaid Permaul Moodeliar within a Month which the Defendant promised in the presence of Mr Stratton late Chief at Vizapatam and more saith not to this or the last Interrogatory.

Joseph Gibbon Exam.r Doongaraiah

Additional Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined on the part of the Complainant in a certain Cause wherein Antonah is Complainant and Ancanah Defendant

Imprimis do you know the Complainant and Defendant in this Cause or either or which of them and how long have you known them or either and which of them Declare

To Cambo Aggy or Do you know ought of any dispute that at any time happened between the Complainant and Defendant concerning any money or account what and where was such dispute and did you ever know or hear of any Confinement made use of to any person on any account might it be the nature of it, who by and what by with

with the particular steps that were taken in the pretence dispute and how the same was compromised & yielding a whole that you know relating thereto Declare.

Do you know or can you say any other matter or thing material for the Complainant in his Cause if so set forth the same as you know have been informed or do believe with the reasons of such your Knowledge or belief Declare.

Rob. Stoper attorney for the Complainant

Mayors Court at Madraspatnam } Between Antona Complainant and Ameenah Defendant.

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

Shamboor Juggoo of vizagapatam Merchant aged 50 years or thereabouts being produced as a Witness in this Cause on the part of the Complt was on the 12 day of March 1745 sworn & shewn at the office of Mr William Bumbleton attorney for the Defr by Connacapa who left a note of the name Title and place of abode of the said Shamboor Juggoo and afterwards on the same day being sworn and Examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known the Complainant 25 years and the Defendant 30 years or thereabout.

2d To the 2nd Interrogatory this Deponent saith That he knows a dispute happned between the parties at Vizagapatam concerning account That he never knew or heard of any Confinement made use of to any person on any account He further saith that the dispute was referred to Arbitration and four Merchants were appointed by for each party who settled the account and there appeared a balance of 1800 R.s or thereabouts in favour of the Complainant The Defendant thereon gave an Obligation in Mr Brattons name wherein he Obliged himself

himself to recover the above sum of Fifty Rupees Madelare or be accountable himself to the Complainant for the payment there of and more fully not to this or the last Interrog

Joseph Gethin Excam. The mark of Thamboor Juggoo

Interrogatories to be Administred to such Witnesses as shall be produced sworn and Examined on the part and behalf of the Defendt in a certain Cause wherein one Andanah is Complainant and one Annonah is Defendant

To all the Witnesses Imprimis Do you know the parties Compl[t] and Defendant in this Cause, or either and which of them, and how long have you known them or either and which of them Declare

To Gongabutta Jemiah, Kayndloo Nagenah and Manapulla Veerapah Item do you know that there was a dispute between the Complainant and Defendant, sometime ago, at Vizagapatam (if yea) what was it about, how long is it ago, has the same been adjusted (if yea) in what manner was it adjusted, by whom was it adjusted, was there any Bond or Bonds given by one party to the other at the time the Adjustment was made (if yea) who gave the Bond or Bonds, who were they given to, for what amount were they given were they given freely and without Compulsion, what Sum may be due from one party to the other (if yea) how came such Sum due and who is the Debtor and who is the Creditor

To all the Witnesses Item do you know or can you say any other matter or thing material for the Defendant in this Cause (if yea) set forth the same as you know, have heard or do believe, together with such the reason of your knowledge and belief Declare

William Dumbleton
Attorney for the Defendant

Mayors Court at Madrasspatnam } Between Antana Complain^t and Ancona Defendant

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

Jongabutta Somiah of Vizagapatam Coniecraply aged 30 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 8^th day of November 1745 sworn at the office of Mr Robert Moger Attorney for the Complainant by Conneapa who left a Note of the name Title and place of abode of the said Jongabutta Somiah and afterwards on the same day being sworn and Examined Deposeth as follows.

1^st To the first Interrogatory this Deponent saith that he knows the Compl^t and Defendant in this Cause and hath so known them 20 years or thereabouts.

2^d To the second Interrogatory this Deponent saith that he knows there was a dispute between the Complainant and Defendant at Vizagapatam about four years past concerning accounts between Permaul Moodeliare and Tumidy Veerapah which was adjusted by four Merchants who determined that the Defendant should repay the Complainant the sum he had overpaid Permaul Moodeliare on account of Tumidy Veerapah by the Defendants order to which purport the arbitrators obliged the Defendant to give a Bond to Mr Stratton then Resident at Vizagapatam He further saith that he knows not the amount of the Bond or what sum may be due from one party to the other neither doth this Deponent know which party is Debtor or Creditor otherwise than he has above related or can further say to this or the last Interrogatory

Joseph Lythion Exam^r.

Jongabutta Somiah

Royallo Naganah of Vizagapatam Carpenter aged 32 years or thereabouts being produced as a Witness in this Cause

on the part of the Defendant and afterwards being Sworn and Examined Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known the Complainant 12 years and the Defendant 20 years or there abouts.

2d To the second Interrogatory this Deponent saith that he knows a Dispute happned between the Complainant and Defendant at Vizagapatam about a sum of money which the Complainant had overpaid Permaul Moodelare by the Defendants order, That such dispute happned in Mr Shaltons Residency and was adjusted by four Merchants that the Defendant should recover the sum so overpaid from Permaul Moodelare or repay it himself to which purport the Defr was by Constraint obliged to give a Bond to Mr Shalton the amount of which this Deponent knows not or what sum may be due from one party to the other, That the Defendant is Debtor for the sum so overpaid Permaul and the Complainant is Creditor and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that the Defendant worked to Permaul Moodelare to receive a sum on account of Tumidy Veerapah which exceeded the Ballance due to him but Permaul having obliged the Complainant to pay the whole amount of the Defendants order The Complainant therefore insisted on the Defendants repaying him the Overplus he had paid which the Defendant refusing the affair was submitted to the determination of four Merchants who gave it in favour of the Complainant and confined the Defr in the Chaultry there, 3 days and afterwards carried him with a Bond they had drawn to Mr Shalton in whose presence the Defendant signed the Bond and more saith not

Joseph Githin Exam. Varyalloo Naganah

Manapilla of Vizagapatam Carpenter aged 17 years or there abouts being produced as a witness in this Cause on the part of the Defendant and afterwards being Sworn and examined deposeth

deposeth as follows.

1st To the first Interrogatory this Deponent saith that he knows the Complainants and hath so known him Six years and the Defendant he hath also known Six years or thereabouts.

2. To the 2nd Interrogatory this Deponent saith that he knows there was a dispute between the Complainant and Defendant at Vizagapatam on Mr Stratton's Agency about a sum of money the Complainant had over paid Bernaud Mondelaze by the Defendants order. That the Dispute was referred to four Merchants who Determined that the Defendant shd recover the overplus from Bernaud or repay it himself in order thereto the Defendant was confined in the Choultry there till he Compelled to give a Bond in Mr Stratton's name for the sum of 2500 Rupees This Deponent knows not what sum may be due from one party to the other neither can he of his own say who is Debtor or who is Creditor further than what he has above related and more saith not to this or the last Interrogatory

Joseph Gilchrist Sworn. Managing Clerk

Mayors Court at Madras 3 Sept 1785

Tuesday the 3 Day of June Anno Domini 1785 Between Antona Soubaroyen and Hiriah Tumidah Veerapah late of Vizagapatam Merchant Deceased of Madras Merchant Complainants and Ameenah of Vizagapatam now residing in Madras also Merchant Defendant.

This Cause coming on this day to be heard and debated before this Court in the presence of the partys and their Attorneys on both sides, on hearing the Complainants Bill with Translates of an account Current and an award of Arbitrators and of two Obligations one to John Stratton, the other to Richard Pinna under the Defendants hand thereto annexed, the Defendants answer with four Translates of the before mentioned Obligations thereto annexed, the Replication, the Rejoinder, also the proofs taken in this Cause read, and on Examination of the matters in this Cause what was alledged on either side, and due Consideration had thereon, This Court doth

thereupon

9th Oct. 1744

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Chandrean Spin the a Gentoo Residing in Madras that your Orator and one Soringee was left equally Entitled to the Estate and Effects of one Nonnoo deceased and your Orator drew the said Soringee, tho' the youngest people did foment divers quarrells and disputes, insomuch that your Orator desired a Dividend might be made of the Estate and Effects, to which intent your Orator was directed to the Cash by the Worshipfull Samuel Greenhaugh Esqr since your Orator and the said Soringee accordingly applied to the Cash and both parties entred into a Penal Bond to abide and submit to their Determination as will appear by the Bond hereunto annexed a Translate of the said original now in your Orators Custody & ready to produce as this Honourable Court shall direct bearing date the 27 day of December 1743.

And your Orator shews that during the said Dividend being made and adjusted by the heads of the Cast and while a proper Enquiry was making, in both the said Soringee did convey away from your Orator's Dwelling house the Bill of Sale of the said house, and carry the same to St Thomas and there did cause a pretended Mortgage Bond to be wrote in the name of one Neevah a Moorman Companion to the said Soringee who by a Collusion with her, did come into this Honourable Court, and claim the house as said to be Mortgaged and to support the said pretence the said Soringee did also appear, and confess the Mortgage only to withdraw the said house from the Dividend then making and to the intent that it should be sold by this Honourable Court under the appearance of a mortgage to the Intent the said Moorman she Draw the money and convert it back to the said Soringee though half the said house is your Orators property

And your Orator shews the said Soringee hath also hidden the House Bill, concerning her are divers other Goods and Effects, in which your Orator hath the one half, as by an award made in Consequence of the said Penalty

Penalty Bond by the 15 Articles of your orators and the right hand Cask, of which Bale Pk 1y is the head as will appear by a Translate hereunto annexed marked N.o 2 and bearing date the 22d day of September 1708 and the Original in your orators Custody and ready to produce as this Honourable Court shall direct

And your orator shews the said Seringe hath carried away other Goods and Effects to the amount of R.s 295 Whereas the whole Estate is proved & made appear to the Court to be no more than Pagodas 330 in all, so that the said Seringes half share is only 170 18 and therefore your orator Demands Restitution of R.s 18 Viz.t the Difference between what she did carry away & what she ought to have carried away, as by an Account at Large will appear annexed unto R.s 3 and sent English Gentoos to which your orator most humbly refers tho' your Orator most humbly Conceives she had no Title to more anything of the premises tho the Award of the Court was Given in, and the said Penalty Bond fulfilled, but so it is the said Seringee in open Contempt and Defiance of your Orators Oath, and without regard to the Penalty therein found to, and the award made in Consequence thereof, denies all Submission and absolutely refuses to Give your orator any Satisfaction in the premises

To the End therefore that the said Seringee may upon her Corporal Oath true and perfect answer make to all and every the matters aforesaid, as fully, truly and Effectually to all Intents and purposes, as if the same was here again repeated and interrogated and be Directed to Restore back the Effects she hath to enjoy her carried away, or pay the Value thereof as Charged in your Orators Demands R.s 3 4 and that the said Seringee do in her answer say, if she has not seen the Penalty Bond annexed and marked N.o 1 if she has not carried away such Goods as is laid to her Charge, or what part thereof and what power or authority she hath for so doing, and why she refuses to abide by the Award of your Orators Cast being had thereon with your Orator and that your Orator may have such further and other relief in General, as may be agreable to Equity and your Conscience

Henry Dewick att.y for the Complainant

Fran.s Lee

Translate of a Penalty Bond given by Chandrean and Seringee to 2 Varo Ball Chitty and the Heads of the Cast called Dacium Varroo and Naga Vasium dated this 25th day of December Anno Domini 1743

We Pully Rogees Gents Chandrean and Seringee having lived Separate since the death of our Mistress Chinne and now desiring Ball Chitty and the heads of the Cast called Dacium Varroo and Naga Vasium to divide the Estate & Effects by our said late Mistress between us, do hereby oblige ourselves to stand by their determination on penalty of Forfeiting £8 to the Company Twelve to the Cast called Dacium Varroo and 6 to the Cast called Naga Vasium as also will be Liable to what punishment they the heads of the Cast above mentioned shall think fit to Inflict on us

Chandreans mark
Seringees mark

Translated from a Copy in said to be the Original

Joseph Gillion Examiner

Translate of an award by the undernamed the heads of the Cast called Dacium Varroo and Naga Vasium for adjusting the Differences between Chandrean and Seringee relating to the Estate of Chinn dated the 26th September 1744

Whereas Chandrean and Seringee Servants of Chinne having applied to the worshipful the Mayor concerning a Dispute between them relating to Chinnes Estate, was referred to the heads of their Cast, for the adjusting the same, we therefore the underwritten of the heads of their Cast called Dacium Varroo and Naga Vasium having Examined into the matter do find that they have both an equal right to Chinnes Estate and Effects & that Seringee had no Authority to Mortgage any part there of without Chandreans consent & Thus the person who received the mortgage is sensible of / we therefore proceeded to make the several following Divisions of Chinnes Estate and Effects between them Viz / we have Ordered the Roof

to

to be Equally Divided, that is to say, the House being Valued at P.ˢ 165 ₰ P.ᵃ
being due thereon for Rent the whole amounting to P.ˢ 127 to each her share
63 ₰ P.ᵃ and that Soorapa Did release the mortgage she has let on the
said house and gave her share and Feather pending that Chandrean has but
32 P.ˢ of Toys and that Soorapa has 130 P.ˢ in Toys the whole amounting
to 162 P.ˢ We have ordered that Soorapa give Chandrean, of her Toys to
the amount of 18 P.ˢ as also that the Household Furniture be Equally
Devided. The two Slave Girls Viz.ᵗ Veragee, Tramilay, Moocundee and
Ranjee, We have Divided as follows to Chandrean, Veragee and
Moocundee who are to have her Estate and Effects after her decease, and
to Soorapa and Tamby who are also to Enjoy her Estate, as Soorapa Speaks
that she has laid out 50 P.ˢ in house Expences on account of both, We
have ordered provided the other proves or will take an Oath to the Truth
thereof, that she is reimbursed the half 25 P.ˢ This is our determination or
award

Signed by

Bell Chetty
Tomare poonda Comonah
Mungala Poye Soorcoopah
Mootoo
Aumandapah
Trupatee Rawmapah
Corpalee Poomdoo

Bankor
Bojuna Langum mann
Nadarajen
Abele Vencatachelum
Tongala Periah
Chandalala Vanny Reddyamah
Copalee Ariah
Naicarem

Translated from the Gadjan way'd to be the Original

Joseph Gelbin Exam.ʳ

56

A Dividend of the Estate and Effects of Thimmo deceased made by Ball & Chitty and others of the Heads of the Dancing Girls last as Jan award signed by fifteen of the said Heads. to Chandrean and Seringee Heirs.

An Inventory of the Deceased's Estate Viz.t

A House valued as per award given in Pagodas.	115	
House Rent due from Meer Sahib	12	
Sundry Toys & Cloaths of different Sorts	164	
A great Slave Girl named Elengee worth 20 Pagodas	20	
One D.o a great Girl named Tirvila worth	15	
A Small Girl worth	15	341

By Chandreans Share awarded ½ Pagodas 170 18

By Seringee's Share awarded ½ 170 18

Pagodas 341

Dr. Seringee's on account of Sundry the above Effects which she Privately Conveyed away during the Time the Award annexed was under Consideration of the Cast for which Seringee must make Chandrean Restitution

To a House you have Carried away the Bill of Sale thereof and Mortgaged to Meerah by which means the House is sold and the Effects Disposed thereof	115	
To Toys you have carried away before the Award	130	
To a Great Slave named Elengee rated and valued	20	
To D.o named Tirvila	15	
To two other small Girls Moorundee & Angee	15	
	Pagodas 295	

1743 Sep.r 26 By your Award ½ Share of the Effects is 170 18

By Ball owed Due to Chand.n 124 18

Pagodas 295

Fort St. George October 8th 1744
Errors Excepted
J. Chandreran

15th December 1744

The Answer of Seringee of Madras Defendant to the Bill of Complaint of Chandrean of the same place Complainant

The said Defendant now and at all times hereafter saving and reserving to herself all and all manner of Benefit and advantage of Exception to the manifold

manifold Errors Uncertainties and Imperfections in the Complainants said Bill contained for answer thereunto or unto so much thereof as she this Defendant is advised materially concerns her this Defendant to make answer unto, she this Defendant answereth and saith

That she being Younger then the Complainants Grandmother therefore all that was Valuable the Complainant had the charge of and this Defendant saith that upon her Mistresses decease the Complainant took into her possession all the Toys and put them in a Box, and before the Corps was carried out of the House the Complainant conveyed away the said Box of Toys by the Assistance of some of her Intimates, That afterwards aggravated this Defendant so much, that she this Defendant insisted on a Dividend being made of the Estate and Effects but the Complainant deffered so to do, and this Defendant thinking in time she should be Ruined, did therefore make a Complaint to the present Mayor who sent for the Complainant and the having Examined into the affair referred the same to Bale Chitty and the rest of the heads of this Defendants Cast, who Summoned this Defendant, who appeared, and Bale Chitty insisted on this Defendants signing a Penalty Bond to stand to his Decision and believing him to be Impartial did Sign the said Penalty Bond

And this Defendant saith that upon relating to Bale Chitty the Subject matter he in a private manner demanded from this Defendant 20 Pr. but this Defendant not being able to give him that sum, did give him but five, and to his Brother Rangapah 30 Fanams which was accepted of and afterwards this Defendant says she gave to Bale Chittys Servant Lobbema Narrain 2: 15 Ps/ff but not being satisfied with what this Defendant had given them, and not having where with all to Satisfy Bale Chitty in his Extravagant Demand He therefore for the Lucre of Gain Espoused the Cause of the Complainant and without any further Examination did Determine this Defendant to pay unto the Complaint the sum of Pr. 295. for which there was no meeting of the Cast but was so determined by Bale Chitty himself who caused a written paper to be sent about and signed by the rest of the Cast at their own houses this Defendant knowing nothing of the matter

And this Defendant saith that what the Complainant sets forth

about this Defendants Mortgaging the house is false, for this Defendant says that the house was first of all Mortgaged by her deceased Husband to one Haruna Dada for £30 and after the Defendants Husband death the said Noguedah being very pressing for his money did Mortgage the said house to one Imaum Chitty for £40 and gave a Bond for the same in one Mordahs name and afterwards this Defendant paid the said Noguedah his £30 and for the other £31 I went towards expences sometime after Imaum Saibe wanting his money did sue this Defendant in this Honble Court upon the said Mortgage Bond, and upon this Defendants appearing in Court, and acknowledging the Debt Judgment was given for the plaintiff and the house was ordered to be sold to pay the Debt, The house was sold for £131 which money was deposited into this Honourable Court where the same now remains, and this Defendant saith that in the Sederim the Compl[t] ffs her Bill against this Defendant for £29 which just after to Imaum Saibes being paid his money he each time as this affair should be Decided. But this Defendant prays this Honourable Court will be pleased to pay the said Imaum Saibe his Money due on the Mortgage being that the said House was Lawfully Mortgaged to him and for that this Defendant can Bring sufficient proof.

But this Defendant denies all and every other Article set forth by the Complainant in her Bill of Complaint All which matters and things this Defendant is ready to averr maintain and prove the same as this Honourable Court shall award, and humbly prays to be hence dismissed with her reasonable Costs and Charges in this behalf most thoroughly sustained

William Dumbleton
Attorney for the Defendant

5th March 1758

The Replication of Chundrcanto to the answer of Seinagee

The Replicant saving to herself all advantages of Exception to the Insufficiencies Untruths and Imperfections of the Defendants answer for Replication thereunto saith that all and singular the matters and things in this Defendants Bill Contained are true as in the same alledged and that the Answer of the said Defendant to the said Bill is very untrue Imperfect

Imperfect and Insufficient to be replied unto and this Replicant doth say
that the Defendant very widely departs from the Substance of the Bill and
endeavours to Evade answering the Material points Laid to her Charge by
framing a Slanderous and fictitious Story against Ball Chitty which if
really true is of no Importance to the present Demand.

The Defendant Charges Ball Chitty with no less then
Bribery and Corruption and under that pretence she would insinuate she is
unjustly condemned to pay 295 Pr.

How could the Defendant charge Ball Chitty and his award
with Injustice when she never made the Event of this Judgment but annexed
her Assent to the Penalty Bond without so much as knowing what was
determined or what reason can the Defendant have for rejecting this
award when she has full Credit given her for half the deceased's Estate as
p the Account Annexed to the Bill of Complaint

The Defendant very unjustly tells the Court that she is to pay
295 Pr but she says nothing of what she carried away

She is Charged by the Bill of Complaint with Carrying away a
large Quantity of Toys belonging to the Estate but she never Answers to
the purpose Whether she did or did not

She is Charged with having in her Custody the Slave Wenches
belonging to the Estate but she never Answers to the purpose Whether she
hath or hath not:

She is Charged with divers other things the answering of which
truly will manifest why she is Condemned by the award to pay 295
Pagodas and will also shew that Ball Chitty has done them no
Injustice But instead of Answering the Several points in Question the
Defendant flies by all this Charged with, and creates a new Story to
draw the Courts attention from the Original matter of Complaint which
in Equity ought to be Answered first and then the Defendants new
Complaint may be Heard

This Replicant humbly Conceives the Intent and purpose of an
Answer under Oath is to purge the Defendant out of what is for the
Information

660

Information of this Honourable Court and to give a true light into the matters in Question so as to make it ripe for Judgment but how shall this be Imparted to page of the Defendant evades the answering of what is in Question and proceeds to new matter before the former is debated this is an artfull and common practice often fallen into by the Inhabitants and which is humbly offered to the notice of this Honourable Court

The Defendant tells a long story about a Mortgage being Mortged by her deceased Husband that it was Transferred to another hand and that 31 £. were spent in house Expences and the like

This Story is not any ways adapted to the substance of the bill which positively Charges the Defendant with having privately conveyed away the Titles of the house since the Husbands dead and before the award was made, That the said Titles were by the Defendant carryed to St Thomas, these Charges refers to the living Defendants Transactions but they answered with a story of the Dead Husbands.

Lastly this Replycant is in quest of Judgment only and therefore it does not Import this Replicant what the Defendant said or pretended to Call Guilty or what he said or declared after only this Replicant begs Leave to observe the Pleas is Little Inferior to the Answer in Exception for to have Replycation is very bad that must be supported with Evidency but the several Answers annexed is sufficient to show by the Bill of Complaint that the Defendant is Charged with nothing but what she ought to pay.

Henry Davis attorney for the Complainant

The Rejoinder of Jeanne to the Replycation of Chardevan

This Defendant now and at all times hereafter saving & reserving to herself all and all manner of Benefit and advantage of Exception to the Uncertainty and Insufficiency and Untruths of the said Replycation saith, That the Defendants said Answer is certain true and sufficient in the Law to be replied unto and to which she is ready

Prest

That the Rejoinant setforth in her Rejoynder that the Defr
Charges Ball Chitty swore with a great deal of Impetuosity, and
had no Patience to wait the determination but Rejected her Determin.
the Penalty Bond to which this Defendant says, that when first Ball C
took the Penalty Bond from both Plaintiff and Defendant it was then rea
to this Defendant wherein it was mentioned that both parties were to abid
the Decision of Ball Chitty and the Heads of the Cast called Dacuem Vanna
and this Defendant being Ignorant of Letters did only set his mark thereto
and the same was left in the Hands of Ball Chitty and this Defendant
says that a Copy thereof being annext to the Rejoinant Bill this Defendant
had a Copy thereof wherein was mace mention that the parties were to
abide by the Decision of Ball Chitty and the Heads of the Cast called
Dacuan Vannia and naga Vajsum which Words naga Vajsum signifys
Musicians and was not mentioned in the Original Penalty Bond to which
this Defendant signed to, and this Defendant says that afterwards Ball
Chitty of his own accord Drew up an Award without Consulting the
Heads of their Cast to which he signed and sent the same to naga
Vajsum otherwise called Musicians and got them to sign the same
although the Heads of Dacuum Vannia should have signed their names
agreeable to the Penalty Bond and not Naga Vajsum But had this Defend.
and the Rejoynant belonged to the Jentoo Pagoda or been brought up to
dancing, so as to have been obliged to attend the Church, then the Differ
in Dispute must have been Decided by Naga Vajsum, but the Case is
quite different with this Defendant and the Rejoinant for they were
neither brought up to the Pagoda, nor to any Dancing, but were Ladies of
Pleasure and for which reason this Defendant rejected the aforesaid award.

The Rejoynant says further in her Rejoynder that this Defendant
makes no answer to her Charge setforth in her Bill of Complaint of this
Defendants Confisticating away a large Quantity of Joys the reason of
which was, because this Defendant rejected Intirely the award. But
for the Rejoynant Insists on this Defendants giving an account thereof
she this Defendant setforth and says, that about 12 years before the
death of this Defts Mistress, she this Defendant went to Saint Thom
and

and was there kept by a certain person and the Replyant continued with her Mistress and had the Care and Charge of every thing and this Defendant says that about two days before the death of her said Mistress she came to see her and after her Decease as this Defendant and others were making Lamentation over the Corps the Replyant Conveyed from her Mistresses Chamber a Escritore in which was kept all the Toys and money belonging to her said Mistress and Carried the same into her own Chamber, and after the Funeral Ceremony was over this Defendant asked the Replyant what she had done with the Escritore, when She produced it, and opening the same in the presence of all the Kindred people she shewed to this Defendant as follows Viz.t in p.s 18 in Spanams two, Pagoda Chopas 12 and in Jewells to the Value of p.s 28 at which she put again into the Escritore and kept the same in her Possession and a little while after this Defendant returned again to Saint Thome. Sometime after this one Mordu who had been bred up by this Defendants Mistress in the family went to the Replyants and made a demand of a Dividend of the Estate upon which the Replyant came to S.t Thoma to this Defendant and desired this Defendant to be with her in making up the said matter but there being p.s 55 wanting to Defray the Charges in Settling the said matter, the Replyant therefore pledged part of the Jewels to the amount of p.s 20 and for the remaining p.s 35 this Defendant with the Approbation of the Replyant did Borrow that Sum from one Chandah and so Ended the Dispute with the said Mordu, and therefore this Defendant humbly begs of this Honourable Court to observe the Great Imposition of the Replyant in Charging this Defendant with Pagodas 150 worth of Toys, which the Replyant says this Defendant carried away, but never gave any Light or Account of such Toys, and therefore this Defendant makes against the said allegation and says that the same is absolutely false

And further the Replyant Charges this Defendant with having Conveyed away seven Slave Wenches and debts this Defendant p.s 50 for them very unjustly; For, Etcajee and Trimmake were purchased by this Defendants Deceased Mistress, and after their Mistresses death being assisted by the Replyant they left her and came to this Defendant and as to the other two Girls Mocundee and Nayee they did not belong to the Family

For

for this Defendant say that the person who kept her having purchased
several Slaves he did dispose of them all again save only the aforesaid
Mocandee and Ranjee whom he left with this Defendant, vizon Condition to
have them again at his future, and so in the Issue of this Cause it will be
found to be a very great Imposition, and purely to Vex and Injure this
Defendant by a Litigious suit, for this Defendant Declares that every
Charge of Pr 50, to be absolutely false.

As on the Replicant Charges this Defendant with having made away
with divers other things but makes no mention of what, But this Defendant
leaves it to the Judgment of this Honourable Court how that possibly could
be when this Defendant Lived entirely at St Thoma and seldom or ever
came to Town, and that the Replicant always had the Care and Charge of
everything and therefore that Article is likewise false

In answer to the Replicant concerning the Mortgage of the house &
of Charging this Defendt with Pagodas 115 for this Defendant says, when
the Defendants Mother so was alive she mortgaged the said house to a certain
person for Pr 70 and after her Decease the same person being pressing on the
Replicant for his money and the Replicant wanting Pr 30 more to clear accounts
with Moodu as aforementioned he the Replicant therefore desired of this
Defendant if possible she could to take up of any one the sum of Pr 61 & she
would readily consent to mortgage the House and deliver up the Titles
there of upon which this Defendant borrowed and received from one Meerdah
the sum of Pr 61 and the Titles of the house were Delivered over to him, &
the said Pagodas 61 was paid by the Replicant to the before mentioned Creditors;
since which the said Meerdah hath sued this Defendant in this Honble Court
upon the Mortgaged Premises and obtained a Judgment thereon and the money
arising from the Sale thereof the same was deposited in the Cash of this Honble
Court where it still remains, and by all which it plainly appears that this
Defendant is greatly aggrieved In being Charged with the sum of Pr 115
on account of the aforesaid house, and as for the Replicants alledging that this Defendt
Clandestinely Conveyed away the Titles of the said House and Carried them away
to St Thome, This Defendant says is false and absolutely Denys the same

And Lastly as for the Pr 295 the whole amount of what this Defendt
is Charged with by the Replicant in her Bill of Complaint, this Defendant
Denys

60

denies all and every the thereof and for the foregoing reasons did object against the award, and therefore this Defendant humbly begs of this Honourable Court to send for the forged Penalty Bond now in the hands of Ball Chitty by which shall plainly appear that the same is such by sufficient Witnesses which this Defendant can produce

And this Defendant saith as in and by her said answer she hath already said and does and doth still aver and maintains all and every thing and things therein contained to be true and certain in such manner and form as the same is therein and thereby set forth alledged and expressed.

William Drumbleton
attorney for the Defendant

Interrogatories to be Administred to such Witnesses as shall be produced sworn and Examined on the part and Behalf of the Complainant in a certain Cause wherein one Chunderan of Fort St George is Complainant and one Syrungan is Defendant

Imprimis do you know the parties Complainant and Defendant in this Cause or either and which of them and how long have you known them or either and which of them Declare.

2d Item Ball Chitty, Anantayyah, Terrepatter Ramanahyah, Gopaul Govendah, Baucker Do you know the Cadjans now shewn you at the time of your Examination marked HD. N.12 & Yea is your name to either of them, and which of them set forth and say at Large by what means and how these Cadjans are got and what hath past thereon from time to time set forth all you know, all you have seen, heard, or do believe touching the preport matters in Dispute between Chundran on the one part and Syrungan on the other part and particularly say if either party is indebted to the other and which is the Debtor and which the Creditor how much the same is and to whom due, and from whom, set forth the reasons of such your Knowledge or Belief Declare,

Henry Dowell
Atty for the Compt

Mayors Court at
Madrasapatnam } Between Rondrean &c
and Springer Dy

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

Nairo Ball Chitty of Madras duly Merchant aged 60
Years or thereabouts being produced as a Witness in this Cause on the part
of the Complainants was on the 16th Day of August 1753 Sworn at the Office
of Mr William Dumbleton attorney for the Defendant by Commissa
who left a Note of the name Title and place of abode of the said Nairo
Ball Chitty and afterwards on the same day being Sworn and Examined
Deposeth as follows.

1st To the first Interrogatory this Deponent saith that he knows the
Complainant and Defendant and hath so known them 2 Years or
thereabouts.

2d To the second Interrog this Deponent saith That he knows the Cadjans
now shown him at this his Examination marked N°s 1 & 2. which
are as follows the parties having Complained to Mr Cranshaugh he
sent them to this Deponent and the Heads of their Cast That they having taken
the Penalty Bond contained in the Cadjan marked N° 2. to oblige the part
to stand by their Judgment Examined into the matter and determined that their
Affairs should be Equally shared between them That the Cadjan
marked N° 1. contains their Award as which is signed by this Deponent and
the Heads of their Cast Thereupon &c further saith that the Complainants
are Indebted to the Complainants but cannot say in what sum and more Saith
not to this or the last Interrogatory

Nairo Ball Chitty.

Sworn before Examr

Ramantoppah of Madras Dumang Master
aged 60 Years or thereabouts being produced as a Witness in this Cause
on the part of the Complainant and afterwards duly being Sworn and Examined
Deposeth as follows

1st

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant and Defendant 2 years or thereabouts.

2nd To the second Interrogatory this Deponent saith that he hath known the Cadjans shewn him at this his Examination marked N° 1 & 2. that they arose as follows. the parties having had a dispute applied to Batt Chitty and others for this Deponent and others the heads of their Cast to assist them in adjusting the same. He further saith that after they had taken the penalty Bond taken in the Cadjan marked N° 2. for the parties to abide by their Decision they Examined the matter and Examined that their Masterjees Estate should be Equally Divided between them that the Cadjan N° 1 contains their Award which is signed by this Deponent and the rest of the Arbitrators He further saith that the Defendant is Indebted to the Compl^t but cannot say in what sum and more saith not to this or the last Interrogatory

Joseph Gethin Exam^r. Amantappah

Serrapattee Ravenapah of madras Dubash aged 30 years or there about being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined deposeth as follows.

1st To the first Interrogatory this Deponent saith that he hath known the Complainant and Defendant 13 years or there abouts.

2d To the second Interrogatory this Deponent saith that he knows the Cadjans now produced and shewn him marked N° 1 and 2. and that they arose as follows The parties having had a dispute applied to Batt Chitty who sent for this Deponent and others the heads of their Cast to assist him in adjusting the same He further saith that after they had taken the Penalty Bond contained in the Cadjan marked N° 2. to oblige the parties to abide by their Decision they Examined into the matter and Determined that their Masterjees Estate should be Equally shared between them that the Cadjan marked N° 1. contains their award which is signed by this Deponent & the rest of the Arbitrators He further saith that the Defendant is Indebted to the Compl^t but cannot say in what Sum and more saith not to this or the last Interrogatory.

Joseph Gethin Exam^r. Serrapattee Ravenapah

and the Evidence of the Witnesses on both sides in the pleadings in this Cause, and
Mure Riches of Value, to be Damned, be taken thereof as aforesaid, the House
Furniture, as will appears this Honourable Court by the Accounts hereunto
annexed attached, Humbly Certify to this Honourable Court Witness my
hand in Fort St. George 17th December 1745

North Cassamajor

Chamdrian — Sirinje — Dr.

Much the Account Stated between Chamdrian & Sirinje

Dr. — Sirinje — Cr.

Rec.d 331 Pags.

Pags. 82 — 82 —
Pags. 163 —

Pags. 82 — 82 —
Pags. 80 —

Pags. 162 —

Balance due Chamdrian 28 —

Pagodas 190 —

Pagodas 190 —

Chamdrian — Cr.

Pags. 82 — 82 —

Pags. 82 — 82 —

Pags. 164 —

Balance due Sirinje 28 —

Pagodas 192 —

Pagodas 192 —

Errors Excepted North Cassamajor

Fort St. George 17th Dec.r 1745

Recd the Contents of this Account & Decreed to be Stated as therein
mentioned this 20th day of April 1745

Recd the Contents of this Account & Decreed to be Stated as therein
mentioned this 20th day of April 1745

Errors Excepted North Cassamajor