

Records of Fort St. George

PLEADINGS IN THE MAYOR'S COURT 1742-43

Volume 8



MADRAS
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PREFATORY NOTE

This volume is the third of the series known as "Pleadings in the Mayor's Court" of Mayor's Court's Records and pertains to the years 1742-43.

The manuscript volume has been mended and is in a fair state of preservation.

EGMORE,
3rd December 1936.

B. S. BALIGA,
Curator, Madras Record Office.

RECORDS OF FORT ST. GEORGE

PLEADINGS IN THE MAYOR'S COURT 1742-43

(Volume No. 3)

THE HONOURABLE THE MAYOR'S COURT AT MADRAS PATNAM.

Present

HENRY POWNEY ESQ^r. MAYOR.

SAMUEL HARRISON.

TIMOTHY TULLIE.

SIDNEY FFOXALL.

SAMUEL GREENHAUGH.

CORNEIUS GOODWIN.

RICHARD STARKE.

ANDREW MUNRO.

JOSEPH FFOXKE.

ALDERMEN.

TO THE HONOURABLE THE MAYORS COURT
AT MADRAS PATNAM.

SEPTEMBER
14TH. 1742.

Humbly complaining sheweth unto this Honourable Court your oratrix Ann Crawford widow and Relict of Henry Crawford Late Merchant of Madrass That Ball Chitty Rangapah Chitty and Narrain Chitty Merchants of Madrass are Jointly and separately indebted to the Estate of George Robert Dickenson Late Merchant of Madrass to which estate the said Henry Crawford was Executor in the full and just sum of Four hundred and sixty Pagodas current of Madrass which in Sterling money of Great Britain accounting eight shillings to the Pagoda amounts to the sum of one hundred and Eighty four Pounds or thereabouts and for securing the repayment of the said sum of four hundred and sixty pagodas they the said Ball Chitty Rangapah Chitty and Narrain Chitty did make and give to the said Henry Crawford one bond or writing obligatory under their hands and seals Dated in Fort St. George the seventh day of September which was in the year of our Lord one thousand seven hundred and forty one thereby Promising to pay the said sum of four hundred and sixty Pagodas to the said Henry Crawford or his order at the Expiration of one year from the date thereof as by the said Bond now in your oratorixs custody and ready to be produced as this Honble Court shall direct will more fully appear and your oratrix shews that since the Decease of the said Henry Crawford your oratrix has obtained Letters of Administration of the estate of the said George Robert Dickenson and in consequence of such Title has often Demanded Payment of the said sum of Four hundred and sixty pagodas from them the said Ball Chitty Rangapah Chitty Narrain Chitty but hither to without Effects To the End therefore that they the said Ball Chitty Rangapah Chitty and Narrain Chitty may upon their Corporal oaths true Direct and perfect answer make to all and singular the matters and things before stated as fully truly and effectually To all Intents and Purposes as if the same were here again Repeated and may be Decreed to pay the said sum of four hundred and sixty Pagodas to your oratrix together with such Interest as shall appear to be due thereon and that your oratrix may have such further and other Relief in the Premises as shall be agreeable to equity and good conscience.

JOHN RUSSELL

Attorney for the complainant.

MAYORS COURT AT
MADRASS PATNAM.

Monday the 20th. day of December Anno Domini 1742 Between Ann Crawford Relict of Henry Crawford Deceased of Madrass complainant & Ball Chitty Rangapah Chitty and Narrain Chitty of the same place merch^{ts}. Defendants.

On hearing the Complainants Bill and a bond under the hands of the Defendants bearing date the 7th. day of September 1741. Read and it appearing to

this Court that the Defendants have been served with the regular Process to answer the complainants Bill but willfully and obstinately Refusing so to do, this Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendants shall pay unto the complainant the full and just sum of Four hundred sixty Pagodas so much appearing to be due on said bond, together with such Interest after the Rate of eight $\frac{1}{2}$ cent $\frac{1}{2}$ annum from the date thereof untill full payment is made and also the costs of this suit.

$\frac{1}{2}$ Cur

NOAH CASAMAJOR
Reg^r.

JUNE 23^d.
1742.

TO THE HONBLE THE MAYORS COURT
AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble Court your Orator Venyenaba merchant of Madrass having had sundry dealings with one Gopaul Kisna also merchant of the place aforesaid he the said Gopaul Kisna being Distress'd by one Vellapa for a Debt of Thirty three Pagodas he the said GopaulKisnah did in such his Distress apply to your orator requesting the Loan of the above sum which your orator accordingly Lent unto the said GopaulKisnah sometime after the above Transaction having after their occasion for money did apply himself two other several times for further sums at one of which times your orator did advance the said GopaulKisnah the further sum of Four Pagodas and at another time fix more which makes your orators Debt to amount to Pagodas forty three Current of Madrass which in sterling money of Great Britain amounts

£. s.

to Pounds seventeen Four shillings 17. 4. - which sum your orator hath often in the most amicable manner Demanded Payment of your orator just due of him the said GopaulKisnah But now so it is may it please this Honble Court the said Gopaul Kisnah Refuses to give your orator any manner of satisfaction your orator therefore prays a General Relief Touching the Premises such as in the opinion of this honble court may be agreeable to equity and good conscience.

To the end therefore that the said GopaulKisnah may upon his Corporal oath true and perfect answer make to all and singular the matters and things hereinbefore Recited as fully truly and effectually to all Intents and Purposes as if the same were here again repeated and Interrogated.

WILLIAM DUMBLETON
Attorney for the comptt.

JULY 13th.
1742.

The answer of GopaulKisnah merch^t. of Madrass to the bill of compt of Veraianabu of the same place merchant complainant.

This Defendant saving and reserving to himself now and at all times hereafter all manner of Benefit and advantage of Exception to the many errors Imperfections uncertaintys and untruths in the said Bill contained for answer thereunto or to so much thereof as this Defendant is advised doth materially concern him to make answer unto he this Defendant answereth and saith That this Defendant denies that he was ever distressed by Vellapa as the complainant sets forth in his Bill of complaint now was ever indebted to him the said Vellapa nor did the complainant ever Lend this Defendant 33 Pagodas as he has falsely set forth in his said bill But this Defendant saith that about 22 or 23 years ago this Defendant borrowed eleven Pagodas of the complainants father for security of the Repayment of which sum this Defendant gave the complainants father in the name of Narrain brother of the aforesaid Vellapah a promissory note, and paid the whole afterwards except 3 Pag^s. to the complainants father in his life time and at the complainant's fathers death the complainant settled accounts with

this Defendant, and took the said 3 Pagodas from this Defendant and delivered to this Defendant the said Promissory note all which was done in the presence of several persons as for the other sums of 4 and 6 Pagodas charged to this Defendant in the said Bill, this Defendant saith that he knows nothing of them and that the said allegation is entirely false. This Defendant begs Leave to acquaint this Honble Court that the complainants filing a bill against this Defendant is owing to the malice of certain person in this Defendant's cast, occasioned by a dispute between them and this Defend^t. and that they thereupon persuaded the complainant to vex this Defendant with this Litigious suit.

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 his Reasonable costs and charges in this behalf most wrongfully sustained.

JOHN RUSSELL Attorney for the Def^t.

The Replication of Veryjanaba merchant of Madrass compl^t. to the answer of GopaulKisnah merch^t. of the place aforesaid Defendant.

AUG.
10TH. 1742.

This Replyant now and all times hereafter saveing and Reserving to himself all and all manner of Benefit and advantage of Exception to all and singular the matters and things in the Defendants answer sett forth for answer thereunto or unto so much thereof as this Repliant is advis'd materially concerneth him this Replyant to Reply unto he this Replyant Replyeth and saith.

That this Replyant cannot all which to admire most in the Defendant, whether the Prompt alacrity where with he swallows an oath his want of memory where he finds it concurs with his Interest or the Blackness of Ingratitud [sic] wherewith he treats this Replyant, the Defendant modestly in his answer (to which he swears) says that he the Defendant never was Distress'd by Vellapa, That he the Defendant never owd the said Vellapah any money that this Reply^t. never Lent him the Defendant Thirty Three Pagodas, But goes on with an Idle story of having Borrow'd Eleven Pagodas of this Replyants Father which as it has no Coherence with nor Relation to the present Dispute this Reply^t. will not take any farther notice off and had it been Totally omitted by the Defendant his answer woud have been no way Defective in any thing but Truth.

First as to his the Defendants saying that he never was Distress'd by Vellapa This Replyant begs Leave to inform this hoñoble Court that the said Vellapa sent a peon to the house of the said Defendant (or the house where the Defendant then resided) with orders not to Leave the Defendant till he paid the money (which he the Defendant ow'd the said Vellapa) but to follow the said Defendant wherever went and to Dunn him the Defendant continually for said money now whether a man in the above Circumstances may not Properly be said to be distress'd this Replyant humbly appeals to the opinion of this honble Court be that as it may thus the case stood with the Defendant, when being quite tired out by the Peons Importunity he apply'd himself to this Replyant Requesting him by some means or other to satisfye the said Vellapa and rid him the Reply^t. of that Troublesome companion, which this Replyant coud find no other way to do then by giving the said Vellapa afresh or new Bond for the Principal and Interest due on the old one which this Replyant accordingly did and this Replyant shews that the Principal and Interest on the old bond amounted to thirty three Pagodas for which sum this Replyant gave the said Vellapa a bond on this Replyant also Payable with Interest which said bond is now outstanding against this Replyant in the hands of the said Vellapa's heirs by whome this Replyant is frequently threaten'd with a Law suit on account of that very bond but this Repl^t. Presumes the Defendant Busys himself up with hopes that this Replyant has no proofs because this Replyant gave the Defendant up his old bond which the Defend^t. before had given Vellapa when he this Replyant gave Vellapa the new one before-mention'd but to the Defendants confusion be it known this Replyant can and

will produce such proofs as shall shew the Defendant to be an ungratefull friend and an unkind uncle for so he prov'd to this Replyant, and as to the Defendants saying he knoweth nothing of the Two sums of four and six Pagodas this Repl^t. can't account for the Defendants Ignorance in regard to them two sums in no way more mannerly thereby supposing the Defendant to have a short memory, where this Replyant will Leave them till a Proper Season shall offer to prove them undeniably to the Defendant and will only shew for the satisfaction of this honoble Court how said Debts arise, that of six Pagodas was cash Lent the Defendant at three several times Two pagodas Each time by this Replyant, the other sum of Four Pagodas was money advanced by this Replyant to A Woman who was chosen by this Replyant for this Replyants Wife, but before the time Limited for the matrimonial ceremony arriv'd the said Defendant contrary to the Laws and customs of his cast Inveigled the said Woman from this Replyant and perswaded her to mary another of his the Defendants family for which breach of the Laws and customs of his cast the Defendant was adjudged by the heads of said cast at one of their General meetings to Reimburse this Replyant what sums he had expended on account of said Woman but the Defendant pleading Poverty to the heads of the cast they the heads of the cast were pleas'd to mitigate the matter and ord^d. the Defendant to pay four Pagodas which the Defendant agreed to but never perform'd, all which matters and things this Reply^t. is Ready to averr maintain and prove and humbly Prays as in and by his said Bill he has already Pray'd.

WILLIAM DUMBLETON *Attorney for the Replyant.*

Ag^t. 24TH.
1742.

THE REJOYNDER of Gopaul Kistnah to the Repliation of Veri Janaboo.

THIS Defendant saving and Reserving to himself now and at all times hereafter all manner of Benefit and advantage of Exception to the many errors uncertainties untruths and Imperfections in the said Repliation contained saith that this Defendants answer is certain True and sufficient in the Law to be Replied unto and he further saith that he was never indebted to Vellapah in the sum of Thirty three (33) Pagodas, neither did a Peon come after him to demand that sum. But this Defendant saith that Ershapah the son of Vellapah sent the Mayor's Peon to this Defendant to demand the money due to the Repliant's father on account of the bond of eleven 11 Pagodas which this Defendant had borrowed of the Repliant said Father and the bond was drawn in the name of Narrain Vellapahs Brother at which time this Defendant settled accounts with the Repliant discharged the bond and took it and tore it, this Defendant further saith that Vellapah died about seventeen years ago and that the Replyant was then about Twelve years old from whence it appears plainly improbable that the Replyant should go and satisfy the said Vellapah and give him a bond for the said sum of Thirty three Pagodas But in case he had satisfied him, he ought certainly to have taken a bond from this Defendant for the said sum as to the six Pagodas the Repliant saith he Lent this Defendant at two Pagodas each time this Defendant saith it is entirely false and for the four Pagodas he pretends the cast ordered to be paid on account of the woman, this Defendant acknowledges there was a Dispute but saith that he this Defendant had no concern in it for the cast decided that the said Girls father should pay the Repliant four Pagodas, but he having no money to pay the Repliant took a bond from him in the name of Vencaty Swame.

And this Defendant further saith as in and by his said answer he hath already said and doth and will aver 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.

JOHN RUSSELL *Attorney for the Defent^t.*

Interrogatories to be administered to such Witnesses as shall be produced sworn and Examined on the Part and behalf of the Complainant in a certain cause wherein one Neriyjanaba is complt. and one GopaulKisna is Defendant.

To all the Witnesses Imprimiss Do you know the partys complainant and Defendant in this cause or either of them and how Long have you known them or either of them and which of them Declare.

2^d. To Peddahoo Item Do you know the complt and Defendant were ever before the heads of the cast if yea to what Purpose, was you ever security for one Party to the other if yea which were you security for and for how much were you security declare.

3^d. To Nearapah Item were you ever sent by Vallaboo or any of Vallaboo's family [*sic*] to Demand money of the Defendant, if yea, how much did you Demand, how came it due was it on bond or accounts, what answer did you Receive from the Defendant, when you went to demand the money, did you Receive the money of whom did you receive, how did you Receive it, in speice or otherwise were you ever sent by the Defendant to a certain person to tell that certain person that if he wou'd Discharge a Debt due from the Defendant he the Deft. woud bear the Expenses of that Persons wedding, Who was that certain Person, and what Debt was he to pay for the Defendant, did the Person you were sent to approve and comply with your Proposals or not Declare.

4th. To Vencatasiah and Anconah Item do you know the bond now shewn you who gave it on what account was it given Did not somebody [*sic*] promise to bear the Expences of the Wedding of the Person who gave this bond who was the person who made such promise and why did he make such Promise Declare.

5th. To Paupiah Item Did you ever go with the Defendant to complainants father's house what Part at that vizit Declare.

6th. To Bausuana Item Do you know the Defendant owe the Pff. any money if yea how much and on what account Declare.

7th. 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 known have heard or do Beleive with the Reasons of such your knowledge or Beleif Declare.

WILLIAM DUMBLETON *Attorney for the complainant.*

MAYORS COURT AT
MADRASSPATNAM

Between Neryianaba complainant and Gopal
Kisnah ... Defendant.

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

Peddahoo of Madrass companys second Peon aged 45 years or thereabouts being produced as a Witness in this cause on the part of the complainant was on the 11th. day of October 1742 shewn at the office of Mr. John Russell attorney for the Defendant by Connecapa who Left a note of the name Title and place of abode of the said Peddahoo 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 in this Cause and hath known them 30 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he does not of his own knowledge know but heard from the complainant that he and the Defendant were before the heads of the cast to the following Purpose, the complainant had agreed to marry a Girl at Fort St. David and Part of the ceremoney was performed. the Deponent hearing of it wrote to the Girls father in dispraise of the complaint

and desired the Girl for himself saying he would give one hundred Pagodas of Joys, thereon the Girl and her father came up to Madrass on whose arrival the Defendant with Two others Paupia and Comlembauck Gauapah sent for the complainant and endeavoured to perswade him to give up his pretences (to the Girl) to the Defend^t. the complainant said he would agree to the Proposal provided he was Reimbursed Fifteen Pagodas that he had expended about her, but at Last was Prevailed upon to take four Pagodas to be paid him in ready money, four or five days after this when this Defendant was Going to be married to the Girl the complainant stoped [*sic*] them insisting on being paid his four Pagodas otherwise said they should not be married, thereon the Defendant desired this Deponent to perswade the complainant to be easy till the ceremoney was over, also bid this Deponent tell him that then the money should be paid, but the complainant not being easy with that, this Deponent did become surety to the complainant for the payment of the said four Pagodas and more saith not to this Interrogatory.

To the Last Interrogatory this Deponent saith that the said four Pagodas is not yett paid and further saith not.

THE MARK OF PEDDALOO.

JOSEPH GITHIN *Exam^r*.

Veerapah of Madras a servant under the Governours Butler aged 30 years or thereabouts Being produced as a Witness in this Cause on the Part of the complainant 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 Compl^t. 15 years and the Defendant he hath also known 15 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith that he cannot say any matter or thing whatsoever to the general Particulars therein enquired of but to the Last Interrogatory this Deponent saith that the complainant Brought a bond to him this Deponent for eleven pagodas and deposited it in his this Deponent hands, sometime after the complainant came to him this Deponent with the Defendant and Paupia when the Defendant said he (the said compl^t.) is my kinsman I will take care of him and must make him a Wedding whereon this Deponent by the complainants order delivered up the Bond to the Deponent and more saith not.

THE MARK OF VEERAPAH.

JOSEPH GITHIN *Exam^r*.

VANCATASIAH of Madrass Peon to the Worshipfull the Mayor 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 knows the complainant and Defendant and hath so known them 12 years or thereabouts.

4th. To the Fourth Interrogatory this Deponent saith that he knows the bond now shewn him at this the time of his Examination marked I.G. to be a bond given by the complainant to one Goloroo Irsapah which Bond was given on the following account viz. this Deponent being in company heard the complainant say to the said Goloroo Irsapa I am going to make a Wedding but have no money Lend me some to which Goloroo Irsapa Replyed I have none at this time, then the complainant replyed you have a bond on my uncle for thirty three Pagodas give me that and Ill give you another instead of it I can get that money of my uncle and then I can make my wedding this Deponent further says that he does not know of any Person making any promise to bear the Expenche of a Wedding nor of ought else enquired of in this or the Last Interrogatory.

THE MARK OF VENCATASIAH.

JOSEPH GITHIN *Exam^r*.

ANCONAH of Madras Dubash to Mr. Consentt aged 30 years or thereabouts being Produced as a Witness in this cause on the Part of the Complainant 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 complt. 20 years and the Defendant 16 years or thereabouts.

4TH. To the fourth Interrogatory this Deponent saith that he knows the bond now shewn him at this the time of his Examination marked I.G. to be a bond given by the Complainant to one Irsapah on the account of his (the complainants) uncle in discharge of a bond of his said Uncles of Eleven Pagodas which having Laid a long time the Interest thereon Together with the Principal amounted to the sum of Thirty Three Pagodas for which last sum the bond (now shewn him) this Deponent was given This Deponent further says that he does not know of any Promise being made by any Person to bear the Expence of the Person's wedding that gave the bond neither can he say ought more to this for the Last Interrogatory.

ANCONAH.

JOSEPH GITHIN *Exam^r*.

PAUPIA of Madras Conicopley aged 40 years or thereabouts Being produced as a Witness in this Cause on the Part of the Complainant 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 20 years and the Defendant he hath known 30 years or thereabouts.

5TH. To the fifth Interrogatory this Deponent saith that he this Deponent did go with the Defendant to the complainants father's house and the Discourse that passed was about a bond of Eleven Pagodas this Deponent being desired by the Defendant to speak to the complainants father to perswade his son to deliver up the bond, which this Deponent accordingly did, but the complainants father made no answer to this Request and further this Deponent says not to this Interrogatory.

To the Last Interrogatory this Deponent saith that two or three days after the above discourse this Deponent went to the Compl^{tt}. and advised him To make up the affair Telling him it would be the best way as he would be under the Defendants care at his father's Death then the Complainant went and called one Verapah who came with him and asked the Defendant, he being Present what he had to say the Defendant answered, the complainant is my kinsman I shall take care of him and must make him a wedding whereon the bond was given up, on this the complainant said my Father is very ill I want money This Deponent then ordered the Deft. to give The Complainant three Pagodas and the bond was torn and more saith not.

PAUPIA.

JOSEPH GITHIN *Exam^r*.

BAUSUANA of Madras Dubash aged 50 years or thereabouts Being produced as a Witness in this cause on the Part of the Complainant 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 20 years or thereabouts.

6TH. To the sixth Interrogatory this Deponent saith that he knows the Defend^t. ow's the Complainant six Pagodas being money Borrowed by the Defendant of the complainant and more saith not to this or the Last Interrogatory.

BAUSUANA.

JOSEPH GITHIN *Exam^r*.

Interrogatories to be administered to such Witnesses as shall be produced sworn and Examined on behalf of the Defendant in a certain cause wherein Verajanabah is Complainant and Gopal-Kisnah Defendant.

To all the Witness Do you know the Partys Complainant and Defendant in this cause or either of them and how long have you known them or either of them Declare.

Paupah Conicoply Did you go at any time and when with the Defendant to the Complainants father, did you hear any talk ab^t. a Debt between the Defendant and the Complainants said father do you know of any bond for eleven pagodas in whose name was s^d. bond Drawn and whose Property was the s^d. bond did you hear the Defendant ask the Compl^ts. father to settle accounts was any accounts settled at that time between the Defend^t. complainant and the complainants father did you see any bond cancelled what was the way or manner of cancelling said bond and for what sum was the bond so cancelled do you know of any Disputes between the complt. and one Latchma Narrain ab^t. a Weding was such affair decided by the cast was you one of the cast that decided s^d. affair how was the same decided Declare.

To Cotembauck Gruapah Do you know any thing of a Dispute. Between the complainant and one Latchma ab^t. a Weding say what you know ab^t. that affair was the affair decided by the cast was you one of the cast how was said affair Decided Declare.

Do you know of any Dispute between the Complainant and Defendant about a bond of Eleven Pagodas say what you know of that affair.

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

JOHN RUSSELL *Atty for the Defend^t.*

MAYORS COURT AT MADRASSPATNAM.

Between Nurajanabah Complainant
and GopaulKisnah Defendant.

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

Paupia Conicoply of Madras aged 40 years or thereabouts being produced as a Witness in this cause on the Part of the Defend^t. was on the 25th. day of September 1742 shewn at the office of Mr. William Dumbleton attorney for the complainant by Connecapa who Left a note of the name Title and place of abode of the said Paupia and afterwards on the same day being sworn and examined Depoeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the complt. 20 years and Defendant 30 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith That he did goe with the Defend^t. to the complainants Father, but does not now Remember the particular time he Further says he heard the Defendant and complainants father discourse about a Debt and knows there was a bond drawn for Eleven Pagodas in the name of Narrain Vellaboos Brother but does not know whose property the said bond was neither does this Deponent know any Thing of settling accounts Between the Parties further than that he This Deponent together with the Defendant went to the complainants father when he was sick and Desired him to persuade his son to give up the bond but he made no answer two or three days afterwards this Deponent went to the complainant and advised him to make up the affair as he would be under the care of the Defendant at his fathers Death the complainant then went to one Veerapah who Brought the bond and asked the Defendant what he had to say the Defendant answered he (the complainant) is my kinsman I shall take care and make a man of him and must make him a wedding

upon which he gave up the bond on this the Complainant said as my Father is very ill I want money then this Deponent ordered the Defendant to give the Compt. three Pagodas and take the bond which was accordingly done this Deponent further saith that he knoweth there was a dispute Between the Compt. and one Latchma Narrain about a Wedding which was decided by the cast this Deponent being one of them and the decision was by giving the Compt. a bond in Vencateesramees name for four Pagodas in the return for the Expence he (the compt.) had been at and more saith not to this or the Last Interrogatory.

JOSEPH GITHIN *Exam^r.*

NAME OF PAUPIA.

Cotembauck Gruapah measuring and Brokerage Farmer aged 40 years or thereabouts being Produced as a Witness in this cause on the part of the Defendant 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 15 years and the Defendant 25 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith that he knows there was a Dispute Between the Complainant and one Latchma about a Wedding and the case was this, The Complainant had agreed to marry with a Girl in Fort St. David and part of the ceremony was Performed the Defendant afterwards together with Paupia sent a Letter to ask the Girl in Marriage for him The Defend^t. on the Receipt of that Letter the Father together with the Girl came to Madrass and on the Defendants going to be married to her the Complainant seized on her demanded her as his Right in marriage, saying, part of the ceremony had been Performed Between them for that Purpose and on that account he had been at an Expence, This Deponent further saith that this affair was decided by the cast and this Deponent was one of them the others were Poncala Gruapah, Paupia Conicoply and GopalKisnah and the Decision was The Complainant had a note given him in Vencatay Swamys name to Reimburse him in his Expences and the Defendant was Permitted to marry and this Deponent also saith that there was a dispute Between the Complainant and Defendant about a bond of Eleven Pagodas which was according to Paupias account (on this Deponents asking about the affair) decided in this manner That it was clear'd by Two payments the Last was three Pagodas and thereon the bond was cancelled and further this Deponent has nothing to say to this or the Last Interrogatory.

JOSEPH GITHIN *Exam^r.*

THE NAME OF COTEMBAUCK GRUAPAH.

MAYORS COURT AT
MADRASSPATNAM

Tuesday the 24th. day of December D 1742
Between Veryjanaba of Madras merchant Com-
plainant and GopaulKisna of the same place
merch^t. Deft.

These cause coming on This day to be heard and Debated before this Court in presence of the Parties and their attorneys on both sides, On hearing the Complainants Bill the Defendants answer the Replication and Reioynder also the proofs taken 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 Complainants Bill do stand dismissed out of this Court with costs.

¶ Cur

NOAH CASAMAJOR.

Req^r.

11TH. JANUARY 1742/3.

TO THE HONBLE THE MAYORS COURT AT
MADRASSPATNAM.

THE HUMBLE Petition of Dawson Drake son of George Drake Late of Fort St. George Deceased an Infant of the age of nineteen years or thereabouts.

SHEWETH

That your Petitioner's said Late Father did in his Life time to wit on or about the Twenty sixth day of August 1738 Duely make and Publish his Last will & Testament with a Codicil thereunto annex Bearing even date therewith, and furtur did thereunto add another Codicil Bearing date the Fifteenth day of January 1739.40 and thereby (amongst other things) nominated Richard Benyon Esquire of Fort St. George one of the Executors to the said will and one of the Trustees to your Petitioners Fortune. Thereby bequeathed untill he should attain his full age of Twenty one years, as in and by the said will and Codicils and probat thereof (relation being thereto had) will more fully and at Large appear. The Execution of which Trust the said Richard Benyon did according to the said Will take upon himself and hath hitherto continued to act therein, and your Petitioner further shews that the said Richard Benyon intends to depart from this place to Europe Before your Petitioner shall attain his said age and consequently will (if he continues in the said Trust) take your Petitioner's furtune [sic] with him whereby in all Probability your Petitioner as he intends and hopes it will be for his Benefit to Reside in This place, may be a great sufferer without the aid and assistance of this Honble Court.

RICH^d. BENYON.

Therefore Prays this honourable Court will please to assign Nathaniel Barlow and Samuel Barlow of Fort St. George aforesaid to be his Trustees until he shall attain his said age of Twenty one years the said Richard Benyons approbation hereof as also his Readiness to assign the said Trust being signified by his under writing hereof.

And your Pet^r. shall pray &ca.

JOHN RUSSELL, *atty for the
Petitioner.*

TO MESS^{rs}. NATHANIEL BARLOW
AND SAMUEL BARLOW.

S^{rs}.

Mr. Dawson Drake hath this day Petitioned this Court to appoint you Trustees to him in the room of Richard Benyon Esq^r. Please to signify your acceptance Thereof by under writing this note.

MAYORS COURT

11th. JANRY 1742/3.

NATH^l. BARLOW
SAM^l. BARLOW.

I am

S^{rs}.

Your most humble servant
NOAH CASAMAJOR *Reg^r.*

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 11th. day of January A.D. 1742/3
Exparte Dawson Drake son of George Drake
Late of Fort St. George Deceased, an Infant of
the age of nineteen years or thereabouts.

ON hearing the Petition of Dawson Drake also and wrote by order of this Court to Nathaniel Barlow and Samuel Barlow bearing Even date herewth. Read This Court takeing into their serious consideration the Prayer of the said Petitioner Doth therefore think fit to order and doth accordingly hereby order That

copy of his Letter in Mr. Dickinson's own hand and Doubts not but the original is with Mrs. Crawford By which it appears that this article is absolutely false for 9 Patches of chints were Mr. Dickinsons entirely and the Issarees, which by Painting charges could not be Less than $27\frac{1}{2}$ Peices, were half Mr. Dickinsons so that here is due to Mr. Dickinsons Estate for ^{pate.} 9 of chints @ ^{P. B.} 7. 18. $\frac{1}{2}$ Patch, Pagodas 67. 18. 1 and for the half of $27\frac{1}{2}$ p^s. Issarees @ $4\frac{1}{2}$ P. Pagoda 55 and P. 40 for Painting.

A further Instance of the Imperfection of this Account is the omission of Mr. Dickinsons Funeral Expences, the Mrs. Consett cannot But observe they have taken care not to omit the Legacy Mr. Dickinson Left Mr. Crawford But if Legacies are to be Debted Mrs. Consett thinks the note of hand Mr. Dickinson gave her March the 1st. 1736/7 for the sum of 563. — — Lent him was not so inconsiderable as to be neglected, and she conceives she had an equal Right to be paid that sum and the Interest due thereon with Mr. Graham who Received his Demand, Principal and Interest from Mr. Crawford, Mr. Crawford was not Ignorant of this Debt; Mrs. Consett had frequently told him of it and Demanded Payment Besides

which Mr. Boheme's Demand of £ 25. 4. 9 on account Law charges &ca in England Mrs. Consett humbly conceives ought to have Been Discharged Before Mr. Crawford have paid himself the said Legacy.

Thus Much Mrs. Consett has thought Proper to object to the Debit side of this account there are several omissions and mistakes on the credit side Likewise which she will take notice of in order.

In the first place Mr. Dickinson gave Mr. Crawford a memorandum to Demand 30 Pagodas of Miss Mason for 12 chairs 1 Table and Couch and 12 Turkeys sent her, of this sum there is no notice taken in this account nor of 19 Pagodas Mr. Court owed Mr. Dickinson for [1 p^s.] Black silk and a Rattan matt, nor of the money &ca found upon him at the time of his Death, tho the same Mrs. Consent [sic] is well assured was Pretty considerable of which money &ca with other sums Received after Mr. Dickinsons death Mr. Davis acquainted Mr. Crawford By Letter and gave him credit for the same Mrs. Consett cannot Persuade herself But That These Particulars must be Entered in Mr. Crawfords Books tho they are here omitted By the Persons who had the care of drawing up this account.

Mr. Dickinson in The aforesaid Letter of Instructions Desires Mr. Crawford to Demand of Ball Chitty the Charges Mr. Dickinson had Been at in Building a wall Round a Garden and other Expences according to agreement. This article is omitted Likewise Besides which the estate is a considerable sufferer by Mr. Crawford's neglecting to take Interest on the money Ball Chitty stands indebted to it.

Upon all these considerations Mrs. Consett humbly conceives, that the aforesaid account is comfused [sic] Imperfect and Insufficient and that Mr. Crawford ought to Deliver up the Books and Papers of Mr. Crawford Deceased, that a more Regular and Just account of Mr. Dickinsons Estate may be Drawn from thence; and the Rather Because Mrs. Crawford offered to allow Mrs. Consett the Ballance of this account if she would enquire no further after it, But Rest satisfied therewith.

Your Petitioner therefore Prays that the above Request may be complied with and that your Petitioner may have such Further and other Releif General as to this Honible Court shall seem agreeable to equity and good conscience.

And your Petitioner as in Duty bound shall ever Pray.

WILLIAM DUMBLETON.
Ald^o. for the Petr.

Dr.	THE ESTATE OF M ^r . GEORGE ROBERT DICKINSON DECEASED.				Cr.
[17]35/6.					
[F]ebry.	20.	To cash paid him ..	150	—	—
[A]ug ^t .	1.	To 14 Patch Chints Returned by M ^{rs} . Sick- termine to M ^{rs} . Pad- man and sold by her viz.			
		6 patch at Rup ^s . Arcot 30 ₹ patch is Rup. 180 — @ 310 ₹ 100 Pagodas ..	58	2	20
		8 Patch sold by M ^r . Dickinson at Rup ^s . 30 ₹ patch is Rup ^s . 240 @ 310 ₹ D ^o	77	14	30
		14 Patch	135	16	50
		My half concern	67	26	25
		To half of Manila Horse Rec ^d . by him from M ^r . Harris	30	—	—
		To 2 Chest of Rose water returned him ..	14	18	—
1728					
June.	18.	To cash paid him	10	—	—
		To Ditto	10	—	—
		To Ditto	11	3	—
		To Ditto	12	—	—
		Carried over ..	305	11	25

1735/6					
Febry.	1.	By my half Concern of 14 Patch chints sent M ^r . Sickter- mine at Bengal at P. 8 p Patch ..	112	—	—
		Charges	—	10	—
			P.	112	10
		My half concern .. ..	..	56	5
1740.					
August.	12.	By Tomby Chitty rec ^d . in Part	180	—	—
	28.	By Ditto.	20	—	—
		By Cash recd. of M ^{rs} . Holmes for Rubee Ring		18	—
		By cash Recd. of [Dickinson] for parcel of [stones]		11	—
		By cash Rec ^d . for Pegue Ca. Md. lb. Iron pz. 61. 18. 5. at P. 6 $\frac{1}{2}$ ₹ Candy is ..	425	22	60
		Charges wei- ghing and cooley hire &ca. .. 3			
		Companys customs .. 18			
		Freight paid M ^r . Morse. 18 .. 10			
			39	—	10
				386	22
					50
		Carried over ..		671	27
					50

Pleadings in the Mayor's Court, 1742-43

Dr.	THE ESTATE OF M ^r . GEORGE ROBERT DICKINSON DECEASED—cont.				Cr.
	Brought over ..	305	11	25	Brought over .. 671 27 50
[17]37.					
August	20. To Ditto paid Padre Sculty	107	—	—	By Pegue Gold head cloaths. 3 @ at P 5 @ 15 — —
Sept ^r .	15. To D ^o Do.	22	—	—	Do. 3 ^{do} . 2½ Do. 17 18 —
	28. To Ditto paid his Dubash	28	—	—	Do. 8 do. 3 do. 24 — —
[17]39/40	24. To Batavia Arrack & pipe	33	—	—	Beteelacs 10 do. 29 @ Corge 14 18 —
March	4. To cash paid M ^r . Stratton for Proving his will	3	24	—	Do. 8 do. 27 @ do. 10 28 64
	30. To cash paid in part washing head cloaths	4	—	—	71 28 64
[A]ugust	13. To cash paid John Grahams his note Princip ^l . & Interest	107	25	—	By the amount of an account sales
	To cash paid Severam his note	54	—	—	124 23 40
Oct ^r .	11. To cash paid To Remit to England by bills	110	—	—	868 7 74
	To cash paid M ^{rs} . Powney	44	—	—	By Ballance due to me.
May	.. To cash paid M ^{rs} . Conset her Dates to M ^r . Shulte	104	—	—	319 34 86
	To cash paid M ^r . Empson by her Request	64	10	45	
	To the amount of Book Debts due by Mr. Dickinson	117	28	40	
	To the amounting of M ^{rs} . Conset's Debts	32	15	—	
	To cash paid the cryer for making the sales	1	—	—	
	To my Legacy Left M ^r . Dickinson by his Last will and Testament	50	—	—	
	PAGODAS ..	1188	6	30	PAGODAS .. 1188 6 30

D ^a .	THE ESTATE OF GEORGE ROBERT DICKINSON DECEASED.			Cr.
To the Ballance of the above account	319	34	36	
To cash paid the Register for and administration ..	3	6	—	
Pagodas ..	323	4	36	
				By Received of Nairo Ball Chitty &ca his brothers In part of their Debts 200 — —
				By Ballance due from the Estate 123 4 36
				Pagodas .. 323 4 36

FORT S^t. GEORGE SEPTEMBER 21st. 1742.
 ERRORS EXCEPTED P
 ANN CRAWFORD.

N 3 Theres due to the Estate from Nairo Ball Chitty &ca Brothers the sum of Pag^s. 460 and Interest thereon from the 7th. September 1744, which is now in suit I am Crawford of Fort S^t. George Widow and administratrix with the will annex of George Robert Dickinson Deceased Maketh oath That the upper part of this sheet of Papers contains the account with the said Deceased's Estate which Henry Crawford my Late Husband caused in his Last Illness to be drawn out with an intent as I verily Beleive to have Delivered the same into the Honble the Mayers Court and also that the under Part thereof contains a true account of all my Transactions with the said Estate according to the Best of my knowledge Remembrance and Belief so help me God.

ANN CRAWFORD. Sworn this 21st. day of September 1742 before me
 RICH^d. STARKE.

Pleadings in the Mayor's Court, 1742-43

PETITION OF CATHARINA CONSETT containing Remarks on the account of the Estate of Mr. Dickinson Deliv[ered] into the Hoñble the Mayors by [M^{rs.}] Ann Crawford.

TO THE HONOURABLE THE MAYORS COURT AT MADRASSPATNAM.

IN Pursuance of an order of Inspection made on the Behalf of the Petitioner on the 19th day of October Last Past, I have waited on M^{rs.} Crawford, and have Extracted the Two annex accounts (out of the Books of her Deceased husban[d] Henry Crawford all written with his own hand) whereby there appears a ballance due from the Deceased Geo Robert Dickinson to Henry Crawford Deceased of Pagodas 218. 15. 64 and from the said Henry Crawford to the Estate of the said Dickinson there appears to be due Pagod^s. 194. 7. 5 so that upon the whole the Estate of the said Dickinson is indebted to M^{rs.} Ann Crawford (widow and administratrix with the will annex to the said Estate) the sum of Pagodas 24. 8. 59 Exclusive of P^s. 4. 5 f^s. for current Rupees 14. 7. 9 made good to William Davis Esq^r. of Calcutta for Ballance due from the said Estate to him as will appear by his account ready to be Produced all which I humbly certify to this Honourable Court Witness my hand, this 2^d. day of November D 1742.

NOAH CASAMAJOR.
Reg^r.

Dr.

GEORGE ROBERT DICKINSON DEC'D IN ACCOUNT WITH HENRY CRAWFORD DEC'D.

Cr.

1742-43-3

Aug st .	8.	To 2 ₤ of Daoties at 1½	..	..	2	9	—
Janry.	31.	To Cash .. .. .	..	..	18	9	—
Febry.	9.	To Cash .. .. .	..	..	10	—	—
	20.	To Cash .. .. .	..	..	150	—	—
[M]ay	1.	To his 1/2 cooley of 108 Gingham Chints a 32 ₤ Corge .. .. .	..	..	86	14	32
		To his 1/2 of 27 ₤ of Gingham to make Pa. Chints @ 4 — — .. .. .	..	..	54	—	—
[J]uly	20.	To 5½ y ^{ds} . silver Lace @ 1¼ .. .. .	..	..	7	6	60
		1 Sett of Buttons .. .. .	..	..	3	—	—
					10	6	60
Aug st .	30.	To ½ Rim post Paper .. .. .	..	..	1	15	60
		½ Ditto foolscap .. .. .	..	..	1	9	—
					2	24	60
Ober	6.	To 24 Bottles of Claret @ 1¼ .. .. .	..	..	7	18	—
[17]36/7.					1	—	—
Febry	28.	To 1 Gallon of Brandy .. .. .	..	..	1	—	—
April	5.	To my 1/2 of a Manilha horse .. .. .	..	..	30	—	—
June	14.	To Cash Lent him .. .. .	..	..	12	—	—
	22.	To 3 Doz. red Cape wine @ 26 .. .. .	..	..	6	18	—
July	5.	To 3 Gallons of Goa arrack @ 18 .. .. .	..	..	1	18	—
	21.	To 3 Doz. of red cape wine @ 26 .. .. .	..	..	6	18	—
Aug ^t .	6.	To 4 Bottles of brandy .. .. .	..	..	1	—	—
	9.	To 12 Ditto red capewine @ 26 .. .. .	..	..	2	6	—
	20.	To cash paid Padre Schultz .. .. .	..	..	107	—	—
	22.	To 3 Gallons of Goa arrack @ 18 .. .. .	..	..	1	18	—
Sept ^r .	15.	To cash paid Padre Schultz .. .. .	..	..	22	—	—
	16.	To 7½ Gallons of Goa arrack @ 18 .. .. .	..	..	3	27	—
	3.	Ditto Brandy @ 4 .. .. .	..	..	3	—	—
					6	27	—
		Carried over ..			539	6	72

		1735.					
October	2.	By 1 Chest of Ronsater .. .. .	..	..	14	18	—
		1735/6.					
Jan.	1.	By my half of Horse keeping for 3 m ^o .			6	—	—
Febry.	1.	By my 1/2 of 14 pa Chints sent M ^r . Stickterman @ 8 p ^s . ₤ pa P ^s . 112 ..			56	5	—
		By 1 Corge 6 p ^s . Handkerchiefs @ 42.			54	21	48
		By a Picture night Entertainment ..			3	—	—
	20.	By 1/2 27 ₤les Izzarrees @ 4 P ^s			54	—	—
		Interest from the 9 th . September 1735 to the 2 ^d . Febry 1735/6			2	2	60
					56	2	[60]
May	1.	By rec'd in Part for Painting his 1/2 Gingham chints			40	—	—
June	28.	By rec'd. of him for claret			18	27	—
Aug st .	18.	By rec'd. of Medeiros for 5 patch chints @ P. 47 his half			23	18	—
October	9.	By 10 pair Bristol Buttons			2	18	—
Sept ^r .	9.	By Rec'd for stones	72	20	—	—	—
		By Ditto for Ditto	3	33	—	—	—
					76	17	—
	13.	By Ditto of M ^{rs} . Holmes for a ruby ring	18	—	—	—	—
		By Ditto of Kellaway	9	—	—	—	—
					27	—	—
	19.	By Ditto received for Stones			11	9	—
					389	28	28
		1742.					
Nov ^r .	2.	By Ballance due to Henry Crawford ..			218	15	64
		Carried over ..			608	8	12

Pleadings in the Mayor's Court, 1742-43

GEORGE ROBERT DICKINSON DECD IN ACCOUNT WITH HENRY CRAWFORD DECD—cont.

		Brought over ..	539	6	72	
	28.	To cash paid the Doctor his Dubash ..	28	—	—	
	19.	To paid the Ballance of his stone account ..	11	8	—	
		2 Chest 22 Bott. Rose water @ 5½	15	11	20	
			<u>26</u>	<u>19</u>	<u>20</u>	
1737/8.						
November	23.	To 1 Gallon of brandy	1	—	—	
May	1.	To 1 Doz ⁿ . Madeira wine @ 27	2	9	—	
		1 Do. Do. Do.	2	9	—	
			<u>4</u>	<u>18</u>	<u>—</u>	
June	30.	To 1 Doz ⁿ . Madeira @ 27. ..	2	9	—	
		1 Gallon Goa arrack	—	15	—	
			<u>2</u>	<u>24</u>	<u>—</u>	
1738.						
July	8.	To 1 Doz ⁿ . red Caper @ 5/8 ₤ Gall. ..	1	31	40	
	16.	To Ditto a Do.	1	31	40	
1738/9.						
Febry	23.	To 1 Ditto small bar @ 16 f ^s	1	12	—	
May	4.	To 1 Gall. Batavia arrack	—	11	—	
July	28.	To 1 Gall. Red port	—	34	—	
		Pagodas ..	<u>608</u>	<u>8</u>	<u>[12]</u>	

Brought over .. 608 8 12

Pagodas .. 608 8 12

FORT ST. GEORGE 2ND. NOVEMBER 1742.

ERRORS EXCEPTED
 ₤ NOAH CASAMAJOR.

18
 Records of Fort St. George

D^r.

THE ESTATE OF GEORGE ROBERT DICKINSON DEC^d.

C^r.

1739

Oct^r. 23^d. To 6 Doz. @ of Madeira
27½

13 27 —

Decem^r. 11 To 1 p^r. Black Taffety for
M^{rs}. Conset

6 — —

1739/40

March 4. To paid M^r. Stratton
for Proving the will ..

3 24 —

30. To Paid in Part of P^r. 2
for washing Gold
Heads cloath and
Beteelas

1 — —

April 5. To Ditto Ditto in full.

1 — —

10. To 7 Bottles red cape ..

1 — —

14. To paid Washing and
mending Beteelas and
head cloth

3 — —

July 28. To for the widow Con-
sett p^d. M. Torriano
for Rich^d. Stephens,
Dec^d. 1 ₤ black
double Taffety ..

9 — —

Aug^t. 12. To paid M^r. Graham
Principal
Interest 352 Days ..

100 — —
7 25 —

107 25 0

14. To Principal and Interest
paid Tuthana Sivera-
mah

54 — —

Oct^r. 11. To cash paid m^{rs}. Consett
to purchase Bills for
England on account
her Daughters ..

110 — —

Carried over ..

310 4 0

1739.

June 9. By M^r. Crawford one ₤
Double Taffety ..

8 — —

1740.

Aug^t. 12. By Reced of Tomby
Chitty in Part of Ball
Chittys Debt ..

180 — —

Sept. 18. By Ditto

20 — —

200 — —

Oct. 4. By the amount of sundrys
sold at outcry ..

124 23 40

1741.

July 15. By of Moodu the amount
of Iron.. ..

425 22 60

Carried over ..

758 10 20

Pleadings in the Mayor's Court, 1742-43

19

1742-43-3-A

THE ESTATE OF GEORGE DICKINSON DEC^d.—cont.

	Brought over ..	310	4	0		Brought over ..	758	10	20
1740/41									
March 23.	To paid cooley hire for Iron	1	10	—					
April 10.	To M ^{rs} . Conset 2 Doz ⁿ . small beer @ 16 f ^s . $\frac{3}{4}$ Gall.	2	24	—					
May 7.	To paid freight on Iron	18	—	10					
13.	To paid for Customs on Ditto	18	33	—					
June 5.	To cash paid M ^r . Empson for his Ballance ..	64	10	45					
July 30.	To Ditto M ^{rs} . Consett to pay M ^{rs} . Powney ..	44	—	—					
.	To Ditto for cooley of Iron	—	29	40					
Sept ^r . 5.	To paid Padre Scultz the amount of M ^{rs} . Conset note	100	—	—					
	Interest for 6 months ..	4	—	—					
		<hr/>							
		104	—	—					
		<hr/>							
		564	3	15					
Nov. 2 ^d .	To Ballance due to the estate	194	7	5					
		<hr/>							
	Pagodas ..	758	10	20		Pagodas ..	758	10	20
		<hr/>					<hr/>		

FORT ST. GEORGE 2^d. N^o. 1742.
 $\frac{3}{4}$ NOAH CASAMAJOR
Reg.

MAYORS COURT AT
MADRASSPATNAM.

Experte Catharina Consett Residuary Legatte
to the Estate of George Robert Dickinson
Deceased.

ON HEARING the Petition of the said Catherina Consett an account of the Estate of George Robert Dickinson Deced Delivered into Court by Ann Crawford Administratrix with the will annext, an order of this Court made thereon Bearing date the 19th. day of October Last Past, the Register's Report Pursuant [sic] thereto and Two accounts thereunto annexed, read and on due consideration had This Court doth therefore think fit to order and Decree and doth accordingly order and Decree That the Petitioner shall abide by the Report abovementioned whereby it appears That the Estate of George Robert Dickinson is indebted to Ann Crawford Admin-rix with the will annext in the sum of Twenty Eight Pagodas thirteen fanams Fifty nine Cash in which sum is included P. 4. 5 f^s. for current Rupees 14. 7. 9 made Good By the said Administratrix To William Davis Esq^r. of Calcutta for Ballance due from The said Estate to him which prementioned sum of Pagodas 28. 13. 59 The said Administratrix is hereby ordered to Pay herself out of what moneys are Remaining to be collected in by her for account of the said Estate, out of which the costs hereon accruing are also hereby ordered to be paid.

ꝛ Cur.

NOAH CASAMAJOR.

Reg^r.

APRIL 27TH. 1742.

TO THE HONOURABLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY COMPLAINING sheweth unto this Honble Court your Orator Cauchel-
lapa son of Mooda Moodalare formerly merchant of Madras But now Deceased and
your Orator shews that your Orators Father had During his Lifetime sundry
dealings with one Deverah Moodalare also merchants of the place aforesaid and
your Orator shews unto this Honourable Court that on adjusting accounts Between
your Orators father as aforesaid Deceas'd and the said Deverah Moodalare there
appear'd a Ballance in favour of your Orators said Father to the amo^t. of Pagodas
Two Hundred and Fifty (250) current coin of Madras which in sterling money of
Great Brittain accounting each Pagoda Eight shillings amounts to one Hundred

^{Ps.}
Pounds (100) or thereabouts and your Orator further shews unto this Hoñble
Court that your Orators aforesaid Deceas'd father did about Two years ago Preferr
a bill in this Hoñble Court agst. the said Deverah Moodalare for the abovement-
tion'd sum whereupon the said Deverah Moodalare absconding and withdrawing
himself out of the Jurisdiction of this Hoñble Court, this Hoñble Court was pleas'd
to grant your Orators said Deceas'd father att^t. of sequestration ag^t. the effects
of the said Deverah Moodalare accordingly the said Deverahs Houses and Effects
were chopp'd and put under the seal of this Hoñble Court wherefore sometime
they Remaind But the said Deverah Moodalare Being at that time going to make
a Wedding for one of his children at Pondicherry and Being apprehensive that the
knowledge of his Effects Being sequestrated by this Hoñble Court might Prejudice
that affair and Perhaps Break of the marriage he Petition'd the heads of his cast
to Intercede with your Orators Father to Grant him so much Time as to finish his
Childs Wedding and then he wou'd honestly Pay your Orators Father his Demand
and your Orator further shews unto this Hoñble Court that at the Request of the
heads of the cast your Orators Deceas'd father was Prevaild on to withdraw his
Bill for that time and your Orator further shews unto this Hoñble Court that some
short time after the Transactions above Recited happen'd your Orators said Father
Departed This Life Leaveing your Orator his heir whereupon your Orator as he is
Legally Intitled so to do went to the said Deverah Moodalare and Demanded the
above recited sum and your Orator shews that the said Deverah Moodalare
acknowledges the Justness of your Orator Demand.

But now so it is may it please This Hoñble Court the said Deverah Moodalare absolutely Refuses to give your Orator any satisfaction your Orator therefore Prays a General Relief Touching the Premises such as may be agreeable to Equity and good conscience.

To the end therefore That the said Deverah Moodalare may upon his Corporal Oath true and Perfect answer make to all and singular the matters and things herein before alleg'd as fully Truely and effectually to all Intents and Purposes as if the same here again Repeated and Interrogated and that he may Particularly set forth and say Wether he was not concerned with your orators Deceas'd father in a brick kiln.

2^{dly}. Whether when they Left off the said Brick making there did appear a Dificiently [*sic*] in his acco^t. to the amo^t. paid for 3^{dly}. Whether he did not say the said money was outstanding and that he had Received no Part of it and that if this Complt. coud Prove he had Received any Part of it he wou'd Pay the whole Wether he did not sign an agreement to the aforesaid Purpose 4^{thly}. Whether this Complainants Father did not make it appear that he had Receiv'd the said money and that there was none of it outstanding 5^{thly}. Whether the Dispute was not referr'd to arbitration Wether the arbitrators Did not award him to Pay this Complt. Father's Demand of Pagodas 250. 6^{thly}. Whether he hath ever comply'd with said award 7^{thly}. Whether this Complainants Father did not sue him in the Hoñble the Mayors Court for the said sum 8^{thly}. Whether he did not abscond upon that occasion 9^{thly}. Whether his house &ca were not under sequestration 10^{thly}. Whether he did not Promise if this Complainants Father wou'd withdraw his then fyl'd Bill that he wou'd Pay his Demands as soon as he Return'd from his Childs Wedding Lastly Whether he hath ever paid any part of the said Debt.

WILLIAM DUMBLETON.
Attorney for the Complainant.

JUNE 1st. 1742.

The answer of Devaroy Moodalaree merchant of Madras Defendant to the Bill of Complaint of Cochellepah merchant Complainant.

This Defendant now and at all Times hereafter saving and Reserving to himself all and all manner of Benefit and advantage of Exception to the Errors Imperfection Incertaintys and untruths in The Complainants said Bill contained for answer thereunto or unto so much Thereof as he this Defend^t. is advised doth materially concern him to make answer unto he this Defend^t. answereth and saith That he doth acknowledge it to be True That he this Defendant had Dealings together with the Complainants Father Before his Decease and this Defendant says there did appear in settling accounts a Ballance in Favour of the complainants father of one Hundred Fifty eight Pagodas and this Defendant doth acknowledge That the Complainants Father did file a bill in The Honourable The Mayors Court against this Defendant when this Defendant was absent and By a Warrant of sequestration granted By this Hoñble Court the Complainant did cause this Defendants Houses &ca to be sealed up by seal of this Honourable Court To the Great Disgrace of this Defendant and his Family for this Defendant will shew in the Issue of this cause That such sequestration was most unjustly obtained this Defendant having daily paid the Complainants Father his said Ballance of such his suit by which he obtained said sequestration and this Defendant doth acknowledge That the Defendants is Departed this Life, By whom This Defendant was Discharged from all Debts dues and Demands, But This Defendant Begs Leave to observe to this Honourable Court the very Disinginious and Loose way the Complainant has Chose to Lay his Bill by setting forth this Defendant stands, Indebted to the Estate of his The Complainants father Two Hundred and Fifty Pagodas said to be a Ballance arising from settling accounts, But never mentions the Time when, wether it was any short time Before his said Fathers Death, or Long, or where, or how,

Therefore This Defendants Begs the Complainant may be obliged to sett forth, when the Dealings he mentions commenced or when the Ballance was struck That this Defendant may be Impowered to make a Particular Defence.

As to The Complainants ten Interrogatories this Deft. will be as Particular in his answers as The Complainants Prolixity will admitt of 1st. Interrogatory is Whether this Defendant was not concerned with the Complainants Deceased Father in a brick kilne, answer yes he was 2^d. Interrogatory is Whether when the said Brick kiln or making Bricks was Left off there did not appear a Deficiency in This Defendants account to the amount sued for? Answer no.

3^d. Interrogatory Whether he (I suppose this Defendants is meant) did not say the said Money was outstanding and That he had Received no part of it and That if this Complainant could Prove he had Received any Part of it he would Pay the whole Wether he did not sign an agreement to the aforesaid Purpose (answer never spoke one word to the Complainant ab^t. it nor Ever gave The Complainant any note Paper Cajan or agreement.

4th. Interrogatory Whether this Complainants father did not make it appear That he had Received the said Money and that there was none of it outstanding, answers not that this Defendant knows of.

5th. Interrogatory Whether the Dispute was not Referred to arbitration, (answer, yes it was) wether the arbitrators did not award him to pay This Complainants Fathers Demand of 250 Pagodas? answer no.

6th. Interrogatory Whether he hath ever complied with said award, answer The arbitrators awarded this Defendant to Pay to the Complainants Father the sum of one hundred Fifty Eight Pagodas which award This Defendant hath complied with.

7th. Wether This Complainants father did not sue him in the Mayors Court for the said sum, answer this Defendant was sued By the Complainants Father in The Mayors Court But cannot Directly tell for what sum.

8th. Interrogatory Whether he did not abscond upon That occation answer never, But was casually or accidentally absent.

9th. Interrogatorie Whether his Houses &ca were not under sequestration answer they were.

10th. Whether he did not Promise if this Complainant would withdraw his then fyled Bill That he would Pay his Demands as soon as he Returned from his childs Wedding, answer, he never did nor Ever could Promise any such Thing, he this Defendant at That time owing the Complainant said father nothing, Lastly whether he hath paid any Part of the said Debt, answer he This Defendant hath paid what was awarded By the arbitrators which was one Hundred and Fifty Eight Pagodas Current of Madras as has been already said.

All which matters and things this Defendant is now and at all times Ready to Prove maintain and averr and Humbly Prays to be hence Dismissed with his Reasonable costs and charges in this Behalf sustained.

JOHN RUSSELL Attorney for the Defendant.

REPLICATION }
&
REJOYNDER. }

GENERAL.

MAYORS COURT
AT MADRASSPATNAM.

Tuesday the 8th. day of Febr^y. D 1742/3 Between Cauchellapah of Madras Merch^t. Complainant and Deverah Moodelare of the same place also Merchant Defendant.

This Cause Coming on this day to be heard and Debated Before this Court in presence of the Parties and their attorneys on Both sides on hearing the Complainants Bill, the Defendants answer the Replication and Reioynd^r. 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 Compls. Bill do stand dismissed out of this Court with costs.

Cur.

NOAH CASAMAJOR.
Reg^r.

JULY 13TH. 1742.

TO THE HONBLE THE MAYORS COURT
AT MADRASPATNAM.

Humbly complaining sheweth to this Hoñble Court your Orator Eyrsapah Professor of Physick and Merchant of Madras that one Goby Chitty Iangamyah also Merchant Living and Residing in Madras having been well known to your Orator and he the said Iangamyah having occasion for a person to serve in this House as an head servant or steward thereof and your Orators being By Proffession a Doctor he the said Iangamiah Did contract and agree with your Orator to serve him and his Family for one Pagodas ^{per} mensem your Orator to be reimbursed all Expences that should be laid out By your Orator for Physick or Necessary for house keeping and your orator shews your Orator hath Expended for and on account of the said Iangamyah and his Family to the amount of one hundred Thirty three Pagodas and upwards the Ballance of which account will Be in your Orators favour one Hundred sixteen Pagodas (116) as By an account current hereunto annexed in your Orators own Language unto which there is no Date By Reason the said Iangamyah having Quarreld with your Orator & Stops all his accounts in his own house where your Orator Did reside for these some years Past and for which service The said Iangamyah Promised from Time to time to Build your Orator a house and Give your Orator in Marriage But finding your Orator was Pressing for some satisfaction for his Long services he then Picked a Quarrell with your Orator whome he now Difyes, your Orator hath frequently applied in the most friendly manner for Payment of your Orators Ballance But now so it is may it Please this Hoñble Court the said Iangamyah absolutely Refuses to Give your Orator the Least satisfaction in the Premises To the End therefore that the said Iangamyah 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 were here again Repeated and Interrogated and be Decreed to Pay your Orator his Ballance of the account annexed and that your Orator may have such Further and other Releif in the Premises as may be agreeable to equity and good conscience.

HENRY DEVEILL *Attorney for the Complainant.*

GOPY CHITTY JANGAMYAH IN ACCOUNT WITH EYRSAPAH.

1742-43-4

Dr.	
To Paddy Bought for the house ₹ your order ...	2 — —
To Rice Bought pr. Ditto.	1 — —
To Nattahance	1 — —
To cash advanced yr. Mother pr. yr. order ...	2 — —
To Do. paid a goldsmith for work done you ...	1 — —
To Do. advanced at the marriage of yr. 2d. wife ...	8 — —
To Ditto advanced for Beedelenutt and chinnam ...	1 6 40
To Ditto advanced for Jaggarah and Charity ...	— 3 70
To Ditto charges advanced a journey to Pundamully.	— 30 —
To Ditto advanced him	— 7 —
To Ditto paid one Dossery ₹ yr. order	— 4 —
To Ditto advanced a Gold smith further	— 18 —
To Ditto advanced for rice pr. yr. order	1 18 —
To Ditto advanced for Grass for yr. cows at Times.	— 17 40
To Ditto ₹ pr. Ditto straw 4 bundles	— 11 40
To Ditto pr. Ditto one months and 16 ds. Tower for the Cows	— 6 40
To Ditto advanced for Beedle	1 22 40
To sundry materials for curry	— 27 —
To arrack a sundry times	— 15 50
To sundry materials for Cerimoney of Worship ...	— 6 —
To cash pd. you by one Andeapah on my mortgage.	2 — —
To Ditto paid further to the wife acct. of sd. mortgage	7 — —
To Ditto a Deficiency of payment my mortgage ...	1 18 —
To Wages for 5 years service at 1 Pagoda ₹ month.	60 — —
To cash advanced for Physick for his Brother in Law ₹ his order who was sick 1 year	20 — —
To Physick for yr. Wife for 5 years, Eatich [sic] your child bed cost 4 Pagodas	20 — —
	<hr/>
	133 32 —

Cr.	
By cash Received pr. your order of Moodo Concopl.	9 18 —
By Ditto of Gopal Kisnah House Expenses ...	6 18 —
By several Wine Chests sold on your account ...	1 30 —
	<hr/>
	17 30 —
Balance due ...	116 2 —

PAGODAS ... 133 32 —

NOTE B. I mortgaged my house to the Deft. for pagodas for which I give him no credit in his account by Reason he has obtained a judgement of Court for it a few days since date July the 6th. 1742.

Pleadings in the Mayor's Court, 1742-43

AUG^r. 3^d. 1742.

The answer of Gopy Chitty Jangomiah merchant of Madras Defendant To the Bill of complaint of Ersapah of the same place Complainant.

This Defendant saving and Reserving to himself now and at all Times hereafter all manner of Benefit and advantage of Exception To the many errors uncertainties untruths and Imperfections in The said Bill contained for answer thereunto or to so much Thereof as this Defendant is advised doth materially concern him to make answer unto he This Defendant answereth and saith That he never employed the Complainant in his service or made an agreement with him for one Pagoda pr. month, neither did the Complainant ever Lay out any money on this Defendants account nor was this Defendant ever indebted to him in the sum of 116 Pagodas as he has falsely alledged in his said Bill nor did this Defendant ever hear Before of such Ballance This Defendant further saith, that this Deft. gave the Complainant at three several Times the sum of Pagodas 17. 30. – to be laid out By him on the Expences of this Defendants house But this Defendant Positively Declares that the Complainant never kept the account of this Defendants house expences or that this Deft. ever stopt such accounts as is falsely asserted in the said Bill.

This Defendant further saith that in the Time of the Last Famine the Complainant with his Family came out of the country to this Place in very great necessity they were six Persons the complaint made his application to this Defendant and Begged of him to give them Releif, which this Defendant did for the space of Five years when the Famine was over; the Complainant Desired this Defendant, to lend him 13 Pagodas to Purchase an House which this Defendant Likewise did, from which time they have Lived seperately This Defendant took a promissory note for that sum, and filed a bill Lately for the same against the Complainant in this Honourable Court and obtained a Decree in his Favour. This Defendant Begg Leave to observe to this Honourable Court the absurdity of charging this Defendant with so considerable a Debt when The Complainant no longer than 2½ years ago Gave This Defendant a Promissory note for the aforesaid 13 Pagodas This Defendant further saith that in Regard to the Complainants Poverty this Defendant used frequently to Recomend him to Gentlemen to serve as a Peon, and that the Expence This Defendant was at in maintaining the Complainant and his family amounted to 250 pgs. in Victuals and Cloths and that the Complainants Proverty is the only Reason which Prevents this Defendant from filing a cross bill against him.

All which matters and things this Defendant is Ready to aver maintain and Prove as this Honourable Court shall award and Humbly prays to be hence dismissed with his Reasonable costs and charges in this behalf most wrongfully sustained.

WILLIAM DUMBLETON
Attorney for the Defendant.

REPLICATION }
& } GENERAL.
REJOYNDER }

INTERROGATORIES to be administer'd to such Witnesses as shall be Produced sworn and Examined on Part and Behalf of the Complainant in a Certain cause wherein One Eysapah is Complainant and one Goby Chitty Jangamiah is Defendant.

IMPRIMISS 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^d. To GUDDA MOODO AND CUTTACURRA Ninapah and Moorteapah and Rangamah and Doulgée Boy. Item did you ever hear the Defend^t. Promise The Complainant any wages, if yea how much was Promised per month and how Long did he the Complainant serve the Defendant and in what Capacity did he serve the Defendant how Long has the Complainant Been in this Place what trade is the Complainant originaly of and what is the Complainant able to Earne at his Respective trade pr. month did the Defendant apply to the Complainant or the Complainant to the Defend^t. and what passed Between them, was the Defendants family sick if yea who Bought Physick and who applied that Physick who applied Physick to the Defend^t. wife in child bed and how many Births Do you know The Defendants Brother, if yea who was sent to him and to what Purpose and how far off, who was it That allways Disburs'd House Expences for the Defendants Family what service did the Complainant do for the Defendant under the Europe Captains, did the Defendant Receive any months for the Complainants service and how much per month did you ever hear the Complainant Demand any money of the Defendant and how much and for what Reason and how often and what answer was made by the Defendant Declare.

3^d. Item Do you know or can you say any other matter or thing material for the Complainant in this cause if yea sett forth the same as you know have heard or Do Beleive with the Reasons of such your knowledge or Beleiff Declare.

HENRY DEVEIL *Ald^o. for the Complainant.*

MAYORS COURT AT
MADRASPATNAM.

BETWEEN Eyrsapah ... Complainant
and Goby Chitty Jangamiah Defendant.

DEPOSITIONS of Witnesses Taken in This casue by and Before The Examiner In this Court as follows.

Gudda Moodu of Madras Painter aged 50 years or thereabouts Being Produced as a Witness in This cause on the Part of the Complainant was on the 6th. day of November 1742 shewn at the Office of Mr. William Dumbleton attorney for the Defendant By Conneeapa who Left a note of the name Title and place of abode of the said Gudda Mood 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 hath known him 22 years and the Defendant he hath known six years or Thereabouts.

2^d. To the second Interrogatory This Deponent saith that he heard the Defendant Promise The Complainant one Pagoda pr. month as Wages and that the Complainant served the Defendant in the capacity of a Peon Four or Five years, that the Complainant has Been in This Place about Twenty Two years, and is By trade a Chints Painter at which employ he is able to earn one Pagoda and half pr. month This Deponent Further saith That the Defendant applyed to The Compl^t. and said if he, the Complainant, would come To his, the Defendants house, and serve him he would give him one Pagoda pr. month, That the Defendants wife was sick for whom the Complainant Bought Physick and applyed it, as also The Complainant applyed Physick to her when in Child bed at Two or three Births, this Deponent Further saith That he does not know the Defendant's Brother, But saith That he knows the Complainant did always Disburse the House Expences for the Defendants family he further saith That the Compl^t. served the Defendant as a Peon under the Europe captains; But does not know of any wages the Defendant Received for such the Compl^ts. services This Deponent also saith that he has heard the Complainants Demand money of the Defendant for five or six years service at five or six several Times and That on those occasions they as often Quarrel'd But what answer the Defendant made to such Demands he knows not neither can he say any thing more to this Interrogatory.

To the Last Interrogatory this Deponent saith that the Complainants wife always served the Defendant in his house and more saith not.

THE MARK OF GOODA MOODU.

CUTTACURRA NINAPAH of Madras Company's Packer aged 50 years or Thereabouts Being Produced as a Witness in this cause on the Part of the Compl't. and afterwards on the same day Being sworn and Examined Deposeth as follows.

1st. Interrogatory This Deponent saith that he hath known the Compl't. 15 years and the Defendant 10 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith That he never heard the Defendant Promise the Complainant any wages neither knows how Long the Complainant might serve the Defendant But knows he did serve him in his House Business this Deponent Further saith that the Complainant has been in this place about Fifteen years to his knowledge, But Whether that be all The time he has Been here cannot say, That the Complainant is a Chints Painter By Trade; But how much ₹ month he might be able to earn at that employ knows not, neither does he know whether the Complainant or Defendant applied to each other or what Passed Between them. This Deponent further saith that the Defendants family were sick But who Bought Physick or apply'd it to them or to his Wife in child bed at any number of Births he knows not, that he knows the Defendants Brother But who was sent to him or to what Purpose or how far off this Deponent knows not, neither does he know who it was that always disbursed the House Expences for the Defendants family This Deponent further saith that the Complainants served the Defend^t. under the Europe Captain as a Peon But does not know That the Deft. Ever Received any wages for him, neither did he ever hear the Complainant Demand any money of the Defendant and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that the Complainant mortgaged his house to the Deft. and received some money on that account and that the Complainants wife served the Defendant as his cook and more saith not.

NINEAPAH.

JOSEPH GITHIN Exam^r.

MOOTEAPAH of Madras Conicopley aged 40 years or thereabouts Being Produced as a Witness in This Cause on The Part of the Complain^t. and afterwards Being sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith That he Hath known the Complainant 15 years and the Defendant 7 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith That he never heard the Defendant Promise the Complainant any Wages, But knows That he served the Defendant in his House Business and as a Peon for about the space of Five Years, this Deponent further saith that the Complainant has Been in this place about fifteen years to his knowledge But he beleives that is not all The Time he has resided here, this Deponent Further saith That the Complainant is a Painter by Trade. But what he may or might he able to earn at That employ pr. month this Deponent cannot say, neither doth he know whether the Compl't. or Defendant might apply to each other or what might pass between them on any application. This Deponent Further saith that the Defts. wife was sick and that the Complainant Bought Physick for her But who applied it knows not, neither doth he know who might apply Physick to the Defendants wife at any Time or times when in child bed This Deponent saith that he doth not know the Defend^s. Brother, who was sent to him or who might be in disburse for the House Expences of the Defendant's Family, that the service the Compl't. did for the Defendant under the Europe Captains was by acting as a Peon, But does not know that the Defendant Received any wages for such service, neither did he ever hear the Complainant demand any money of the Defendant and more saith not to this Interrogatory.

To the Last Interrogatory this Deponent saith that the Complainant living in this Deponents street his wife went first and Lived with the Defendant and afterwards this Deponent saw the Complainant and his Family there as also he knows that the Complts. did all the Defendants House Business, But on what Terms cannot say and more saith not.

MOOTEAPAH.

JOSEPH GITHIN. *Exam^r.*

RANGOMAH of Madras spinster aged 35 Years or thereabouts Being Produced as a Witness in this cause on The Part of the Complainant and afterwards on the same day Being sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that she knows the Parties Complainant and Defendant in this cause and hath so known them 15 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that she never heard the Defendant Promise the Complainant any wages But saith that the Complainant served the Defendant about five years as a Peon and That she Beleives he has been in this place about Twenty two years this Deponent further saith that the Complainant is a Painter by trade But cannot say how much he is able to earn pr. month at that employ neither Doth she knows whether the Complainant or Defendant, might apply to each other that the Defendants wife was sick and the Complainant Bought Physick and applyed it to her, as also he applied Physick to her in child bed on the Births of four children This Deponent further saith that she doth not know the Defendants Brother, But knows that the Defendants Wifes sister sent a Letter to the Defendant's wife from Aunacoore Trivature who (the Defendants wife) not Being able to read Brought it to this Deponent to know the contents of it which were to desire that the Complainant might be sent Thither for his assistance might be of service to her Husband he Being sick that the Complainant was accordingly sent and about two months after the sick-man Being Recovered, he together with his Wife and the Complainant came to Madras That this Deponent on a Quarrel happening Between The Complainant and Defend^t heard the Complainant say to the Defendant that he was in disburse for the Defendant's house Expences, as also she knows that The Complainant served the Defendant as a Peon under the Europe Captains, But does not know of any wages the Defendant Received for such the Complainant's services This Deponent Further saith that she has heard the Compl^t. Quarrel with the Defendant in Demanding money But does not know how much he Demanded, or what answer the Defendant made and more saith not to this Interrogatory.

To the Last Interrogatory saith that the Complts Wife Lived first in the Defendants House and afterwards the Compl^t himself went to live there and more saith not.

RANGOMAH.

JOSEPH GITHIN. *Exam^r.*

DOUALGEE BOY of Madras Petty merch^t. aged 65 years or thereabouts being Produced as a Witness in this cause on The Part of the Complainant 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 in this cause and hath so known them 7 years or thereabouts.

2^d. To the second Interrogatory This Deponent saith that he heard the Defendant Promise the Complainant one Pagoda pr. month for Wages and that the Complainant did serve the Defendant about four years in sundry capacitcs viz as a Doctor, steward and Peon, and that the Defendant has been in this place about seven years as this Deponent Beleives, this Deponent further saith that the Complainant was a Farmer. But cannot say what he might gain by that pr. month neither doth he know whether the Complainant or Defendant might apply to each other this Deponent also saith that the Defendant's wife was sick

when the Complainant applied Physick to her as also when she was in child bed But at how many Births knows not, neither knows he who Bought such Physick, That he does not know the Defendants Brother neither knows he who was always in disburse for the House Expences of the Defendants Family. But knows that the Complainant brought in every thing for the Family that the service the Complainant did for the Defendant under the Europe Captains was by acting as a Peon But Does not know of any wages that the Defendant Received for such services that this Deponent has heard the Complainant Demand wages of the Defendant two or three times which the Defendant Promised to pay But cannot say how much so Demanded and more saith not to this Interrogatory.

To the Last Interrogatory this Deponent saith that he this Deponent Being indebted in some money to the Defendant for a boat Bought of him which the Defendant Demanded and ordered this Deponent to Pay it to the Complainant saying that he, the Defendant, was indebted forty or Fifty Pagodas to the Complainant that this Deponent not having any money about him the Defendant took his shaul from him, on which This Deponent went the next day and Paid the Deft the money and the Complainant Being Present delivered this Depon^t. his shaul again and more saith not.

DOUGLEE BOY.

JOSEPH GITHIN. *Exam^r.*

INTERROGATORIES to be administered to such Witnesses as shall be produced sworn and Examined on The Part and behalf of the Defend^t. in a Certain cause wherein one Erysapah is Complainant and one Goby Chitty Jangomiah Defendant.

To ALL the Witness Imprimiss Do you know the Partys Complainant and Defendant in this cause or either of them and how Long have you known them or either and which of them Declare.

2^d. To Devalgee Boy, Veeraugoo, Collatia, and Audeapah Item Do you know The Defendant entertain'd the Complainant in his House in what condition what office, did he Receive Wages for his Labour how Long is it since The Plf. came to Live with the Defendant what circumstances was the Plf. said to be in when he came to Live with The Defendant had he any Family how many might there be in his Family where did his Family reside did you ever hear he Lent the Defendant any money or that the Defendant Lent him money, what employment did he follow Before he came to Live with the Defendant what might he earn at his trade or calling ^{per} month, did you ever hear the Complainant talk any thing concerning the Defendant what have you heard him say Declare.

3^d. To all the Witnesses Item Do you know or can you say any other matters or thing material for the Defendant in This cause (if you) set forth The same as you know have heard or do Beleive with the Reasons of such your knowledge or Beleif Declare.

WILLIAM DUMBLETON.

Attorney for the Defendant.

MAYORS COURT AT
MADRASPATNAM.

BETWEEN ERRYSAPAH. Complain^t.
and Goby Chitty Jangomiah Defendant.

DEPOSITIONS of Witnesses in This cause taken by and Before the Examiner in this Court as follows.

Devalgee boy of Madras merchant aged 65 years or thereabouts Being Produced as a Witness in This cause on the Part of the Defendant was on the 25th. day of September 1742 shewn at the office of M^r. Henry Deveil attorney for

the Compl. By Connecapa who Left a note of the name Title and place of abode of the said Devalgee boy 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 5 years and the Defendant 10 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knows the Complainant acted in The Defendants House as a servant about his Household affairs But does not know whether he Received any wages for his Labour This Deponent Further saith that it is five years and some odd months since The Complainant went to Live with the Defendant and that he was at that time in mean Circumstances that the Complainant had a family and has heard they were four or Five in number and that they Lived opposite to the Defendants House, he Further saith that, he does not know the Plaintiff or Defendant Lent any money to each other neither doth he know what employment the Complainant followed before he went to Live with the Defendant, but says the Complainant said to him this Deponent that the Defendant maintained him and his family and that they were five or six in number and further this Deponent saith not to this or the last Interrogatory.

DEVALGEE BUOY.

JOSEPH GITHIN. *Exam^r*.

VEERAGOO of Madras Peon to Meerasain Saib aged 40 years or thereabouts Being Produced as a Witness in This cause on the part of the Defendant 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 8 years and the Defendant 20 Years or thereabouts.

2^d. To the second Interrogatory this Deponent saith That he knows the Defendant entertained the Complainant in his House but in what Condition or office or whether he had any wages knows not. This Deponent Further saith that it is seven or Eight years since The Complainant went to Live with the Defendant but in what circumstances the Complainant was then This Deponent cannot say. That the Complts. Family consisted of a Wife and child Both of whom Resided at the Defendants House This Deponent does not Remember to have heard ought of either of the Parties lending money to the other, neither can he say what employ the Complainant might follow before he went to Live with the Defendant or any thing further to this Interrogatory.

To the Last Interrogatory this Deponent saith that he hath heard the Defendant Demand money of the Complainant and more saith not.

VEERAGOO.

COLLATEA of Madras merchant aged 32 years or thereabouts Being Produced as a Witness in this cause on the Part of the Defendant 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 8 years and the Defendant 5 months or thereabouts.

2^d. To the second Interrogatory This Deponent saith that he does not of his own knowledge know But has heard the Complainant served the Defendant as a Peon and that he had his board for his Labour that this Deponent does not know how long it is since The Complainant went to Live with the Deft. But says the Complainant was in low Circumstances and that his Brother came from the country with him whether he had any more in Family or where they Resided this Deponent knows not, he further saith that he does not know whether the Complainant or Defendant might lend any money to each other but says the Complainant's Employment, Before he went to Live with the Defendant, was a Painter and that he earned at that work one Pagoda pr. month and also saith

That he does not Remember to have heard the Complainant talk any thing about the Defendant neither hath this Deponent ought more to say to this or the last Interrogatory.

COLLATEA.

JOSEPH GITHIN. *Exam^r.*

AUNDEAPAH of Madras Conicopley to the Company of Blue Cloth Dyers aged 40 years or thereabouts Being Produced as a Witness in this cause on the Part of the Defendant 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 in This cause and hath so known the Complainant 6 years and the Defendant 10 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knows the Defendant entertained the Complainant in his House, as his Peon and that he had no other wages than his Board for his Labour that he Does not know how Long it is since The Complainant went to Live with the Defendant. But says he knows the Complainant was then in low circumstances, this Deponent Further saith that the Complainant had four or Five in Family who Lived opposite to the Defendants House the Complainants Wife, serving the Defendant as a cook introduced her Husband to the Defendant's. This Deponent saith That he does not know of the Complainants lending the Defendant any money but, says that the Defendant did Lend the Complainant ten or thirteen Pagodas or thereabouts and this Deponent also saith that the Complainants emplym^t. Before he came to Live with the Defendant was a House Painter but Does not know what he might earn ^{per} month at that business neither Does he Remember to have heard the Complainant talk any thing about the Defendant or has ought further to say to this or the last Interrogatory.

AUNDEAPAH.

JOSEPH GITHIN. *Exam^r.*

Additional Interrogatories to be administered. To such Witnesses as shall be Produced sworn and examin'd on the Part and behalf of the Defendant in a Certain cause wherein one Errysapah is Complainant and one Gobi Chitty Jangomiah Defendant.

To all the Witnesses Imprimis Do you know the Parties Complainant Compl^t. [sic] and Defendant in this cause or either of them and which of them and how Long have you known them or either of them Declare.

2^d. To Gongana Item Do you know the Wife of the Complainant did you ever hear her Talking with the Wife of the Defendant what did they talk did not one of them complain to her of the Poorness of their Family Circumstances and Desire The other to Prevail on her Husband to Recommend the complaining Parties Husband to some service By which he might get some thing to support his Family, who was the complaining Party, who did she complain to and what answer did she Receive and what more Past at time or any other Relating to the Present Dispute Declare.

3^d. To Subramoney Item Do you remember to have met the Complainant in the street at any time, when, what Past Between you at that time did you take any Particular notice of his Dress, how came you to Do so, was he better or worse Dress'd then he us'd to be, did you ask him how he came so Dress'd what answer made he, did you ask him who he serv'd and on what Terms, what answer did you Receive to them Two Questions, and what at that or any other Time That has any affinity to the Present Dispute Declare.

4th. To Gopaul Kishnah, Moodu, Mootiapa, Aundeapah Item Do you know the Complainant at any time serv'd any Gentlemen as a Peon, or in any other station, who recomended him to service, how long did he serve, whom did he

serve, did he Receive wages for his service how long is it ago since he served and what other matter or thing Past at any time relating to the Present Dispute Declare.

5th. To all 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 Beleive with the Reasons of such your knowledge or Beleif Declare.

WILLIAM DUMBLETON.
Attorney for the Defendant.

MAYORS COURT AT
MADRAS PATNAM.

Between Eyrsapah ... Complainant
and Goby Chitty Jangomiah Defendant.

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

GONGANA of Madras Peon aged 36 years or thereabouts Being Produced as a Witness in this Cause on the Part of the Defendant was on the 25th. day of November 1742 shewn at the office of Mr. Henry Deveil atty. for the Complainant By Connecapa who Left a note of the name Title and place of abode of the said Gongana 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 12 years and the Defendant 20 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knows the Wife of the Complainant and that he has heard her talking to the Defendants Wife, bemoaning the narrowness of her Familys Circumstances and Petitioning the Defendant's Wife to intercede with her Husband to Recommend hers (the Complainant) to some service, But what answer the Defendants wife made to such complaint, or what more might pass Between them at that or at any other Time relating to the Present dispute knows not or can further say to this or the last Interrogatory.

THE MARK OF GONGANA.

JOSEPH GITHIN. *Examr.*

SUBRAMONEY of Madras Peon to Mr. Barloe aged 25 years or thereabouts Being Produced as a Witness in this cause on the Part of the Defendant 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 hath so known him 20 years and the Defendant 15 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith That he hath met the Complainant several times in the street and that Discourses has arisen at such meetings from Different Topicks he further saith that he Remembers meeting with the Complainant when he lived with the Defendant, to have taken particular notice of his Dress, it's being Better than usual, That he enquired into the reason thereof when the Complainant acknowledged his obligations to the Defendant. who he said, not only provided him with those cloaths but maintained him and his Family this Deponent then asked him who he served and on what Terms, the Complainant answered that he served the Defendant and on Condition of the favours abovementioned and this Deponent Further saith, meeting with the Complainant about three months past he (the Complainant) told this Deponent he had Discharged his Bond to the Defendant for Twenty three Pagodas which the Deft. Lent him to build a House and for which he had put him into Court and more saith not to this or the last Interrogatory.

SUBRAMONEY

JOSEPH GITHIN. *Examr.*

GOPAUL KISNAH of Madras Conicoply aged 45 yrs. or thereabouts Being Produced as a Witness in this Cause on the Part of the Defendant 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 5 years and the Defendant he hath known 10 years or thereabouts.

4th. To the fourth Interrogatory this Deponent saith that he knows the Complainant served by the Recommendation of the Defendant, Captain Keymist about one month as also Captain Gilbert, and Captain Westcoat During their stay here which he Beleives might be twenty or twenty five Days or a month for which services he Received Wages that it is about three years since the Complainant served the above Captains and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that he knows the Complainant has been, for some years Past maintained for By the Defendant and more saith not.

GOPAUL KISTNAH

JOSEPH GITHIN. *Exam^r*.

MOODU of Madras Conicopley aged 36 years or thereabouts Being Produced as a Witness in this cause on the Part of the Defendant 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 5 years and the Defendant 7 years or thereabouts.

4th. To the fourth Interrogatory this Deponent saith that he knows the Complainant did by the Recommendation of the Defendant serve Mr. Suttler, from Bombay about four years Past and also Captain Crompton about three years ago as their Peon, the first of whom he served twelve or thirteen Days for which service he Received Eighteen fanams, and the Latter he served one month for which he Received thirty fanams, this Deponent further saith that in Relation to the Present Dispute the Complainant said to this Deponent he had paid one Pagoda on the Defendants account and that the Defendant owed him Twenty or Thirty Pagodas more on account of Physick, as also Wages for his services, and further that he the Complain^t. had paid the Defendant all the money due on the mortgage of his House except three Pagodas, which sum he Desired this Deponent to pay and to take the bill into his Custody that this Deponent went and acquainted the Defendant with the same who answered I will give the bond and Bill to any one that shall pay me the money and more saith not to this or the last Interrogatory.

MOODU

JOSEPH GITHIN. *Exam^r*.

MOORTIAPAH of Madras Conicopley to Doct^r. Barlow aged 41 years or thereabouts Being Produced as a witness in this Cause on the Part of the Defendant 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 hath so known him 6 years and the Defendant he hath known 12 years or thereabouts.

4th. To the fourth Interrogatory this Deponent saith that he knows the Complainant did by the Defendant Recommendation, serve young Mr. Barlow about four or Five years agoe During his stay here in his Return from Two Voyages and that he served him at each time about Fifteen or Twenty days for which he Received wages but how much knows not this Deponent further saith in Relation to the present Dispute, That he has frequently heard each of the parties Demand money of the other and that they as often Differed and further saith not to this or the Last Interrogatory.

MOORTEAPAH

JOSEPH GITHIN. *Exam^r*.

AUNDEAPAH of Madras Conicopley to the company of Blue Cloath Dyers aged 40 years or thereabouts Being produced as a Witness in this cause on the Part of the Defendant 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 in this Cause and hath so known the Complainant 6 years and the Deft. he hath known 10 years or thereabouts.

4th. To the fourth Interrogatory this Deponent saith he knows the Complainant served By the Recommendation of the Defend^t. Captain Read about four or Five years Past as also M^r. Goodwin.

A Supercargo about the same time the first of whom he served about fifteen or Twenty days for which service he Received wages at the Rate of thirty fanams ¹/₇ month and the latter he served one month for which he Received thirty fanams paid him by this Deponent who further knoweth not or can say to this or the last Interrogatory.

AUNDEAPAH

JOSEPH GITHIN. *Exam^r*.

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 15th. day of March A.D 1742/3
Between Eysapah of Madras Professor of
Physick and Merchant Complain^t. and Jango-
miah of the same place also Merchant Defen-
dant.

This cause comming on this Day to be heard and Debated before this Court in Presence of the Defendant and the attorneys on Both sides on hearing the Complainants Bill and an account Current thereunto annex, the Defendants answer the Replication and Reioynder 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 Complainants Bill do stand Dismissed out of this Court with costs.

Cur

NOAH CASAMAJOR

Reg^r.

TO THE HONBLE THE MAYORS COURT
AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth to this Honble Court your Oratrix Catharina Aug^r. 10th.
1742.
Holcome widow and Inhabitant of Madras that one Mary Holmes now Mary Milong Having had occasion to purchase sundry goods at S^t. Thomay whereupon the said Mary Holmes now Mary Millong did Depart thither to that Intent But she being a stranger to the People there Residing the merchants with whom she the said Mary Holmes had Bargind [*sic*] for sundry goods Refused to Lett her carry the said goods to Madras till the money was paid for the same upon which the said Mary Holmes did apply to your Oratrix Then Residing at S^t. Thomay Requesting only your Oratrix Being an Inhabitant there would become security for Payment of the said goods to the said merchants to the amount forty and three Pag^a. current of Madras which in sterling money of Great Brittan allowing eight shillings pr. Pagoda amounts to seventeen Pounds four shillings or thereabouts and the said then Mary Holmes did Promise to pay or send your Oratrix the said money in Two or three days from Madras but the said Mary Holmes Delaying so to Do from Time the Country Government at S^t. Thomay soon Threatned your Oratrix to sell your Oratrix Dwelling House in their Districts to avoid which your Oratrix

was obliged to Pay the said Forty and three Pagodas without the Least Delay whereupon your Oratrix with many Intreatys did at Length Gett a note of hand from the said Mary Holmes Dated in Fort St. George the fifth Day of Novemb^r. 1735 as By the same will appear wrote in English now in your Oratrix's custody and ready to be Produced as this Honible Court shall Direct.

And your Oratrix shews the said Mary Holmes has since married one Charles Milong unto whom your Oratrix has frequently applied for payment but now so it is may it please This Honible Court the said Charles Milong absolutely Refuses to give your Oratrix the least satisfaction in the Premises.

To the end therefore That the said Charles Millong and Marry his wife May upon their Corporals oaths true and perfect answer make to all and every the matters aforesaid as fully Truely and Effectually to all Intents and Purposes as if the same was here again Repeated and bee Decreed to Pay your Oratrix The said sum of 43 pg^s. with such Interest or may become due thereon and that your Oratrix may have such further and other Relief in the Premises as shall be agreeable to equity and good conscience.

A Cobby of The Note Viz.

I Promise to Pay to M^{rs}. Holcom the sum of Forty and three Pag^s. 43 with the Intrest thereon in the month of January Being for value received as a witness my hand in Madras the 5th. Day of November 1735.

HER WITNESS Pres^t.
CHRISTOPHER HARMON.

MARY HOLMES'S MARKE.

1735	Nov ^r . 5 th .	To cash paid on your wife's account	...	43	—	—
		Interest thereon seven years nine months	...	25	—	32
		PAGODAS	...	68	—	32

FORT ST. GEORGE
AUG^r. 8TH. 1742.

ED. PR. HENRY DEVEIL.
Attorney for the Compl^t.

5TH. 3^{BER}. 1742.
MARY MILONE
SWORN OCTO^B. 5TH. 1742.
TIMOTHY TULLIE.

The Joint and Separate answer of Charles Milong and Mary his wife Defendants to the Bill of Complaint of Mary Holcom Compl^t.

These Defendants saving and Reserving to themselves now and at all times hereafter all manner of Benefit and advantage of Exception to the Errors Imperfections uncertaintys and untruths in the Complainants said Bill Contained for answer thereunto or unto so much thereof as these Defendants are advised Doth materially Concern them to make answer unto they these Defendants answer and say they Do admit that she this Defendant Mary Milon then Mary Holmes did Borrow and Receive from the Complainant the sum of Forty three Pagod^s. for the Purposes mentioned in the Complainants Bill gave a note to the Compl^t. for the same and this Defendant shews that some Time after she paid the Complainant Eighteen Pagodas in Part Discharge of said Debt as this Defendant can Prove by several Witnesses This Defendant further shews that about Two years and half ago this Defendant had a Bamboo for a Palankeen to sell which M^r. Carvalho sent for to his house whereupon this Defendant acquainted him That the Price of said Bamboo was Thirty Pg^s. and that if he approved of it at that price he might keep the said Bamboo otherwise to Return it this Defendant Further shews that the Compl^t. who is mother in Law to M^r. Carvalho happening to be at that time at M^r. Carvalhos house ordered the said Bamboo to be Detained and sent

word to this Defendant that she the Complainant would keep said Bamboo and Discount it in the Debt owing to her by this Defendant which this Deft. accordingly agreed to and thought the said Debt was cleared.

This Defendant Charles Milone for himself saith That some Time in August Last he this Defendant Being at Mr. Donckers met Mr. Deveil who acquainted this Defendant that he had orders from The Complainant to fyle a Bill against this Defendant on account of an old Debt owing to the Complainant By Marry Holmes now this Defendants wife Whereupon this Defendant told Mr. Deveil he had no occasion to fyle a bill against this Defendant for if the Complt. would send her account to this Defendant he was Ready to Pay it provided the Complainant woul [*sic*] Discount for the eighteen Pagodas and the Bamboo which she had Received, notwithstanding which Proposal Mr. Deveil Proceeded to fyle a bill against this Defendant this Defendant further shews that a short time after Mr. Deveil had fyled a bill against this Defendant he sent his Dubash with a Proposal to this Defendant That if this Defendant would Pay the money he owed to the Complt. he would withdraw the Bill and Pay the costs but made no mention of the eighteen Pagodas or the Bamboo which the Complainants had Received all which matters and things these Defendants are Ready to averr maintain and Prove as this Honible Court shall Direct and humbly Pray to be hence Dismissed with their Reasonable costs and Charges in this Behalf most wrongfully sustained.

JOHN RUSSELL
Atty. for the Defend^t.

19TH. OCTOB^R. 1742.

THE REPLICATION of Catherina Holcom of Madras widow to the Joint and Separate answer of Charles Milone & Mary his wife.

The said Repliant saving to herself, all advantages of Exception to the Incertaintys, untruths, and Insufficiency of the Two Defendants ans^r. for Replication thereunto saith.

That all and singular the matters and things in this Repliants said Bill contain'd are True as therein alledged, and the Joint answer of the Two Defendants is very untrue imperfect and insufficient to be Replied unto for his absolutely falce to say any money has been paid in part of the note now sued for, but in short this Repliant beleives she has tired a score of Messengers, in Dancing after this Demand, to no Purpose, but However, as the Defendants Pretend they have paid part of this debt this Replyant Prays that in their Reioynder they may say, how or in what manner, at what Time, or place and by what means, and Messangers they ever Discharged any Part of this Debt, which this Repliant denys ever to have Received.

As to That Bamboo unjustly Charged to this Repli. account this Replyant Does most solemnly, Declare, she never in any shape whatsoever, either stopt Detain'd. or had in Custody, the said Bamboo, as by a Declaration hereunto annex will more fully appear, to which this Repliant most Humbly Refers, and this Repliant says and will make appear, that this is only a shufle of the Defendants to evade Payment as she has Done this six or seven years But the Defts. themselves acknowledge, that Mr. Carvalho sent for the Bamboo and that it was sent to Mr. Carvalho.

Mr. Carvalho and his wife Both acknowledge, to have Received the Bamboo and has Desired the Defendants to send for it an Hundred times, which way then Does it affect this Repliant or why must this Repliant answer for the Transactions of her son in Law who is in all Respects as separate from this Repliant, as is the Greatest stranger.

In short Mr. Carvalho Desires of all things that the Defendants would call him to account for the Bamboo that he may have an oppertunity of setting forth, some little mean things that would be more Prudent in the Defendants to Conceal, and though the Defendants are in Debted the worth of the Bamboo to Mr. Carvallio, yett he would Rather and is even now Ready, to give the Defendants there Bamboo, that has never been put to any use whatsoever while in his Custody.

As to the offers the Defendants made Mr. Deveil in behalf of his cleant [sic] Mr. Deveil for his Part says that tis much against his inclination that he is in duty bound to prosecute this affair, against the Defendants, That rather then do so Mr. Deveil has offer'd to Draw the bill and even pay the costs without consulting his Client, provided the Defendants would only pay the Principal and Interest now Demanded and which Mr. Deveil cannot consent to now Because the Defendants have obstinately run this affair to a great Length by which the Charges are augmented.

Mr. Deveil out of pure pitty to the Defendants bad Circumstances, has Delay'd to Prosecute this affair upwards of Two years, the Defendants having been under a great deal of Trouble through the Demands of Mr. John Sanderson now Deceased, Mr. Deveil has offer'd to make this Demand Easey to the Defendants a Great many friendly wages, But the Defendants will come to no measures at all in so much that Mr. Deveils client will not be any longer perswaded to have Patience, she this Repliant Being very poor and having already Been put of this seven years together.

Now this Repliant Humbly Refers it to the Judgement and equity of this Hoñble Court wether the Defendants have been Treated with any severity or Rigor, and tho it must be a very fine Bamboo of the Defendants to be Worth Thirty Pagod^s. yett if it was worth five Hundred this Repliant has nothing at all to say to the Bamboo in any manner or shape whatsoever nor has this Repliant Received any money, or Consideration in Part of this Demand, that this Repliant can by any means call to mind.

And this Repliant saith as in and by her said Bill she hath allready said and does and will aver and maintain all and every thing and things therein Contain'd to be true and Certain in such manner and forme as is therein and thereby sett forth alledged and Expressed.

HENRY DEVEIL *Att. for the Compl.*

I MARY CARVALLY Do hereby Declare that I stopt a Bamboo from Mary Millong on account of Five Pagodas which the said Mary Millong owes me and that my Mother M^{rs}. Mary Holcom never stopt the said Bamboo nor ever Desired it to be stopt on her account By me and I hereby become ans^a. for the said Bamboo and Desire the said Mary Milong or Charles Milong may make their demand of me or my husband to the end this Hoñble Court may know the value of the said Bamboo worth about 5 Pagodas and which I have Desired the said Mary and Charles Milong to send for away sundry times and which we are Ready to Deliver on Demand this I am Ready to make oath.

F^{co}. CARVALHO.

MARY CARVALHO.

OCT. 12TH. 1742.

The Rejoynder of Charles Milone and Mary his Wife Defendants to the Replication of Mary Holcom Compl.

2^D. NOV^R.
1742.

These Defendants saving and Reserving to themselves now and at all Times hereafter all Benefit and advantage of Exception to the errors Imperfections Insufficiencys and untruths in the said Replication Contained for Reioynder thereto say That the Complainant Begins her Bill with a notorious falshood By setting forth the Debts she now sues for was Contracted in St. Thome it Being as this Defendant Mary Milone affirms Contracted in Madras the goods Brought into the House of this Defendant By merchants now Living in Madras and then it was the Complainant Became bound for the said goods she Being at that time a broker or sort of agent in selling said goods and of consequence Drew Commission or custom in Like manner as Dubashes Do It is a notorious falsity in the Complainant to Deny any money has been paid on account of said note these Defendants having Receipts to produce for eighteen Pagodas as to the Bamboo these Defts. say it was sent for by M^{rs}. Carvalho and accordingly sent to her house who would

have Returned it, But was Prevented By the Complainant who sent it to the Horse stables there to be hung up and Detained for the Debt now sued for where it has hung for near Three years and may Reasonably be supposed for want of care and use to be greatly Decayed Rotten and wormeaten as to Mrs. Carvalho's wanting to Return as sett forth By the Complainant at this time is only a Peice of Chicane of the Complts. to make these Defendants quit Claiming the Bamboo of the Complain^t. to Claim it of Mrs. Carvalho who in Reality has nothing to Do with it Mrs. Carvalho acknowledges to have Received the Bamboo but Denys to have stopped it and these Defendants absolutely Deny the Complainant or Mr. Carvalho ever sent to them to send for said Bamboo for these Defendants say that when the Complainants attorney had acquainted them That he had orders to make a Demand in the Mayors Court for the money now sued for the very same day Charles Milone sent a note to Mrs. Carvalho for Thirty Pagodas for the Bamboo who Returned answer that her Mother the Complainant had detained the Bamboo and that he the said Milone must stay till her mother Came from St. Thome for that she had nothing to Do with said Bamboo another thing these Defendants Cannot help observing that Mr. Carvalho should Desire to be Called to account for a Transaction passed herein Madrass at a time when he was at Manhilla of which he could know nothing But by information and that from the Complainant who might Reasonably be suspected to be a Little Partial.

The Replyant is Pleased to observe that it must be a fine Bamboo to be worth Thirty Pagodas these Defendants can Prove they were offered Tweenty five Pagodas for the said Bamboo at the time that Mrs. Carvalho sent for it and might have had Twenty five Pagodas for it often since which they Refused all which matters and things these Defend^s. are Ready to averr maintain and Prove and humbly Pray to be hence Dismissed with their Reasonable costs in this behalf wrongfully sustained.

JOHN RUSSELL. *Atty for the Defend^t.*

INTERROGATORIES to be administer'd to such Witnesses as shall be produced sworn and Examined. on behalf of the Complainant in a Cause wherein Mary Holcom widow is Complainant and Charles Millong and Mary his wife is Defendants.

IMPRIMISS 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^d. To Mr. Carvalio and Mary his Espouse Item have you a Bamboo of the Defendants in your Custody, if yea who sent that Bamboo to your house was the Bamboo deliver'd you or any other Person did any Person request you to stopt the said Bamboo, who detain'd and who still detains said Bamboo, did you ever enquire the value of that Bamboo if yea, what was offer'd for that Bamboo, have you or any Person by your order or Permission ever used the said Bamboo since it was in your Custody, do you acknowledge yourself answerable for the said Bamboo, if yea to whom will you be accountable for the said Bamboo, whose servant went to the Defendants house for the said Bamboo, and what message did you send by the Person who went for the same Declare.

3^d. To Mr. Henry Deveil Item how Long if it since you had orders from the Complainant to sue the Defendants for a note of her hand now under suit, what is your Reasons for having kept it so long unsued for Declare.

4th. Item Do you know or Can you say any other matter or thing material for the Complainant in this cause if yea sett forth the same, as you know, have heard, or Do beleive, with the Reasons of such your knowledge or beleif Declare.

HENRY DEVEIL. *Att. for the Complain^t.*

MAYORS COURT AT
MADRAS PATNAM.

Between Mary Holcom Complainant
and Charles and Mary Melone Defendants.

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

Francis Carvalho of Madras merchant aged 44 years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 20th. day of November 1742 shewn at the office of Mr. [lacuna] Attorney for the Defendant by Connecapa who left a note of the name Title and place of abode of the said Francis Carvalho 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 15 years and the Defendants 20 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he has a Bamboo Belonging to the Defendants in his Custody, which was brought to this Deponent's house in lieu, or as security for money owing from the Defendants wife to this Deponents, But does not know who sent the same, neither can he say to whom the same was Delivered, this Deponent further saith that he was not Requested by any Person to stopt the said Bamboo, But that it is detained by this Deponent for five Pagodas owing as aforesaid, that he hath enquired the value of the said Bamboo and was offered three Pagodas for the same and no more, and that the same has not been used by any Person since in his Custody but Lays just as it came This Deponent further saith that he acknowledges himself accountable to the Defendants for the said Bamboo, on Payment of the money due as aforesaid that this Deponents Conicoply was sent by his wife to the Defend^t. House to demand the said money but whether any other message was sent by or Directions given him about the Bamboo knows, not neither hath he ought further to say to this Interrogatory.

To the last Interrogatory this Deponent saith that some time after the said Bamboo was in his Possession, M^{rs}. Holcom, the Present Complainant, making a demand of money due to her from the Defendants wife was answered that this Deponent had a bamboo of hers worth thirty Pagodas, that he might deduct the five Pagodas she owed him and Pay the Remainder to the Complainant but this Deponent, on hearing the same, sent the Defendant Mary, word that he had nothing to do with the Complainants affairs and that on payment of his money she might take her Bamboo and make the most of it and more saith not.

FRANCISCO CARVALHO.

JOHN GITHIN. Exam^r.

MARY CARVALHO of Madras Francis Carvalhos espouse aged 27 years or thereabouts Being produced as a Witness in this Cause on the Part of the Complainant and afterwards on the same day Being sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that the Present Complainant is her mother that she hath heard of the Defend^t. But hath not certain knowledge of them.

2^d. To the second Interrogatory this Deponent saith that she has a Bamboo Belonging to the Defendant's in her Custody which was Brought by this Deponent's Conicoply and Delivered to her that it was not sent by any one it being taken by the said Conicoply by this Depon^{ts}. order that this Deponent was not Requested by any Person to stop the said Bamboo, but says that it is detained by her as security for five Pagodas owing to her from the Defendant Mary this Deponent further saith that on the Defendant Marys sending word to this Deponent that the said Bamboo was worth thirty Pagodas she enquired into the Value thereof but could not find any Person that would give three Pagodas for it and also saith that the said Bamboo has not been used by any Person whatsoever

since it was Brought to her as aforesaid, and that she acknowledges herself accountable for the same to the Defendant Mary, this Deponent further saith that she having sent her Conicoplys, sundry times to the Defendant Mary to Demand the said five Pagodas, who was as often put off she this Deponent at last sent him with orders to Demand the same and in case of non payment to bring away with him any thing he could lay his hands on, which happened to be this Bamboo, and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that the Complainant was bound for the Defendant Mary for payment of some money But cannot say how much and more saith not.

MARY CARVALHO.

JOSEPH GITHIN. *Exam^r.*

HENRY DEVEIL of Madras attorney in the Honible the Mayors Court aged 31 years or thereabouts Being Produced as a Witness in this Cause on the Part of the Compl^t. and afterwards on the same day Being sworn and examined Depo^seth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 3 years and the Defendant Charles Melon 2 years and the Defendant Mary five or six years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he has had orders from the Complainant to prosecute the Present suit Between two and three years and that his Reason for having delayed the same was the Deffendant Marys being at that time in great distress under an Execution at the suit of M^r. John Sanderson's attorney M^r. Barlow, nay her necessity was so pressing that she was obliged to sell her Garden which this Deponent purchased that he this Deponent has since frequently demanded the money and has often been Desired to have patience untill she was able to pay it and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that about Twelve months Past and not before having heard a report of the Defendants charging his Clyent with a bamboo, he thereon made enquiry of his clyent into the truth thereof, who answered that she had not of her self ordered any other Person to stop a bamboo on her account, but had heard that her Daughter had stopt a bamboo of the Defendants worth about five Pagodas on some concern of her own, of also said that she was Ready to make solemn oath that she had not Received any Part of the money now Demanded, and this Deponent further saith that his reasons for Beleiving his Clyents Demands to be just are, that the Defendants did never till very lately (not withstanding his frequent application for the money now sued for) Ever pretend any part of it was paid as also to the Best of his Remembrance (but cannot be certain) the Defendant Mary did Promise to pay this Deponent a certain sum ₹ per month on account of his Clyent in discharge of the Debt now sued for but how much cannot recollect and more saith not.

HENRY DEVEIL.

JOSEPH GITHIN. *Exam^r.*

INTERROGATORIES to be Exhibited to such witnesses as shall be produced sworn and examined on behalf of the Defendants in a certain cause wherein Mary Holcom is Pff. and Charles Milone and Mary his wife are Defendants.

To all the Witnesses Do you know the Parties Pff. 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.

To Tellinginga Do you know any Engagement or bond M^{rs}. Holcom Entered into on account of M^{rs}. Holmes now M^{rs}. Milone Do you know the Persons M^{rs}. Holcom was bound to what is his name and what was the sum engaged for has M^{rs}. Holcome paid the Person the sum engaged for, did you at any time Received

of Mrs. Milone any money to pay the Debt Mrs. Holcome stood engaged for If yea how much did you Receive, did you pay the said money to Mrs. Holcom or to any Person by her order, if yea to whome did you pay the same, did you acquaint Mrs. Holcome to whom you paid the said money was you at that time servant to Mrs. Holcome if yea say in what Capacity did you give Mrs. Milone any Receipt for the money you Received of her is the Receipt now shewn you marked the Receipt you gave Mrs. Milone Declare.

To Nella Tombe was the Plf at any Time and when security to you for a Debt Due to you from Mr. Holmes now Mrs. Milone if you for what sum stood the Plf bound is the whole sum so engaged for paid or any Part thereof how much is paid if any and who paid the same did you give any Receipt for the same to whom did you give the Receipt and from whom did you Receive the money is the Receipt now shewn you at this time of your examination marked * I R the Receipt you gave Declare.

To Permaul Did you at any time live with Mrs. Carvalho Do you remember your Being sent by Mrs. Carvalho to Mrs. Milone for a Bamboo, did you Receive a Bamboo from Mrs. Milone where did you carry said Bamboo did Mrs. Carvalho Like or Dislike said Bamboo what was the Price sett on said Bamboo by Mrs. Milone, did Mrs. Carvalho Keep or send back said Bamboo, did you Carry the said Bamboo back or not, did anybody stop said Bamboo who stoped [sic] said Bamboo and what was the pretence for stoping [sic] said Bamboo what did you with said Bamboo Declare.

To Canda Do you Remember anything of your Being sent anywhere with a note for a Bamboo who sent you to whom did you go and what answer did you Receive and from whom did you receive your answer Declare.

To Tellesinga Do you Remember anything of the Complainants asking your advise about a Bamboo what right you say the Bamboo was worth, Do you know any thing of the Bamboo's being detained whom was it Detained and on what account Declare.

To all the Witnesses Do you know of any other matter or thing that may be of service to the Defendants.

JOHN RUSSELL *Atty for the Defend^t.*

MAYORS COURT AT
MADRAS PATNAM.

Between Mary Holcom Complainant and
Charles Melon and Mary his wife Deft.

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

Tellesingar of Madras Conicopley aged 30 years or thereabouts Being Produced as a Witness in this Cause on the Part of the Defendants was on the 12th. day of January 1742/3 shewn at the office of Mr. Henry Deveil attorney for the Complainant by Connecapa who Left a note of the name Title and place of abode of the said Tellesingar 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 15 years and the Defendant Charles Milone 4 years and Mary his wife 6 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he Does not know of any bond or engagement the Complainant entered into on account of Mrs. Melone but saith that the Complainant gave him a note of Forty two Pagodas on Mrs. Melone then Mrs. Holmes to demand the money of her which sum Mrs. Holmes was Indebted to one Nella Tomby but why the note was given to the Complainant for Nella Tomby's Debt this Deponent knows not that he Received of Mrs. Holmes Eighteen Pagodas on account of the said note at several times which he paid to the Complainant fifteen of which she the Complainant returned to him this Deponent with orders to pay it to Nella Tomby which he accordingly

did and of which payment he acquainted the Compl't. this Deponent further saith that he was Conicoply to the Complainant at the time he Received the said money of M^{rs}. Holmes, and for which as such he this Deponent gave M^{rs}. Holmes the Receipt now shewn him at this Time of examination marked * and more saith not to this Interrogatory.

To the Sixth Interrogatory this Deponent saith that the Complainant did ask this Deponents advise about the worth of a bamboo, which this Deponent to the best of his Remembrance said was seven or eight Pagodas which Bamboo was stopt by the Complainant for money oweing her from M^{rs}. Holmes and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that he having been a journey to Arcott was on his Return sent by the Compl't^s. to Demand the Rest of the money of M^{rs}. Holmes who answered your M^{rs}. has got my Bamboo when she returns that, Ill pay her, with which answer he acquainted his Mistress who repled she owes both me and my Daughter money let her goe on and more saith not.

TELLESINGAR.

JOSEPH GITHIN. *Exam^r.*

PERMAUL of Madras Peon to M^r. Harrison aged 25 years or thereabouts Being Produced as a Witness in this Cause on the Part of the Defendants 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 12 years and the Defendant Charles Melon 2 years and Mary his wife 10 years or thereabouts.

4th. To the fourth Interrogatory this Deponent saith that he did Live with M^{rs}. Carvalho and was sent by her M^{rs}. Melon's for a bamboo, which he Received and Carried to his Mistress which she disliked as to the price set on it by M^{rs}. Melone it being twenty Pagodas, the money offered as M^{rs}. Melon said, by M^{rs}. Denker, that this Deponent's Mistress kept the bamboo (but assigned no Reason to this Deponent for so doing) and ordered this Deponent to give it to the Palla-queen Boys to hang it up in the Horse stables which was accordingly done and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that when he served M^{rs}. Carvalho as Peon M^{rs}. Holcom sent him several times with a note to demand money of M^{rs}. Melone who always answered when she had sold a bamboo and some other goods she would pay it but that she had not then money to Do it with which answers he acquainted M^{rs}. Holcome and M^{rs}. Carvalho having occasion for a bamboo sent for it and more saith not.

THE MARK OF PERMAUL.

JOSEPH GITHIN. *Exam^r.*

CUNDAPAH of Madras Dubash to the Defendants aged 18 years or thereabouts Being Produced as a witness in this on the part of the Defendant 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 1 years and the Defendant Charles 3 years and Mary his wife 5 years or thereabouts.

5th. To the fifth Interrogatory this Deponent saith that he was sent by Charles Melone the Defendant with a note to M^{rs}. Carvalho for a Bamboo who answered that she knows nothing of the matter her Mother was in St. Thoma when she came she might clear accounts, and more saith not to this or the last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

CUNDAPAH.

MAYORS COURT AT
MADRASSPATNAM.

Tuesday the 22^d. day of March D. 1742/3
Between Catharina Holcombe of Madras Com-
plainant and Charles Mellong and Marry his
wife of the same place also Defendants.

This cause coming on this day to be heard and Debated before this Court in Presence of the Complainants attorney the Defendant Charles Millong and his attorney on hearing the Complainants Bill and a copy of a bond dated the 5th. November 1735 also an account thereunto annexed the Joynt answer of the Defendants the Replication and a Declaration thereunto annexed the Rejoynder 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 shall pay unto Complt. the full and Just sum of Twenty five Pagodas current of Madras, being the Residue of the money appearing to be due on the before mentioned bond together with such Interest (after the rate of eight 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.

p . Cur.

NOAH CASAMAJOR

Reg^r.

TO THE HONBLE THE MAYORS COURT AT
MADRASPATNAM.

HUMBLY Complaining sheweth unto this Hoñble Court your Orator Pautapaucum Thombee Chitty Merchant of Madras having had sundry Dealings with one Golaroo Vellaboo also merchant of the place aforesaid he the said Gollaroo Nellaboo Haveing occasion for a certain sum of money did apply himself to your Orator for the Loan thereof whereupon your Orator did advance and lend unto the said Gollaroo Vellaboo the full and Just sum of one thousand one Hundred and Fifty Pagodas Current coin of Madras which in sterling money of Great Brittain accounting each Pagoda eight shillings amounts Four Hundred and sixty Pounds or thereabouts for securing the Repayment of which sum with Interest on Demand the said Gollaroo Vallaboo did give your Orator one Cadjan bond bearing date September the Twelveth one thousand and seven Hundred and Twenty four and your Orator shews that since the Transaction above recited the said Gollaroo Vellaboo Departed this Life and left behind him a widow named Latchmina who has possess'd herself of all the effects belonging to her Deceas'd Husband of whom your Orator hath often Demanded Payment but without effect.

Your Orator therefore Prays a General releif Touching the Premises such as may be agreeable to equity and good conscience and that the said Latchmina may be summon'd to answer your Orators bill To the end therefore that the said Latchmina may upon her Corporal oath true and Perfect answer make to all and singular the Premises as fully truely and effectually to all Intents and Purposes as if Were here again repeated and Interrogated.

WILLIAM DUMBLETON.
Attorney for the Complainant.

SEPTEMBER 12TH. 1724.

SEPT^R.
29TH. 1741

I GOLAROO Vallaboo do hereby acknowledge to have Borrowed and Received from Pothepaucum Tombe Chitty the full and Just sum of one thousand one Hundred and Fifty Pagodas current which sum I Promise to pay you on Demand with Interest at Nine $\frac{3}{4}$ cent.

THE MARK OF COLAROO VALLABOO.

Witness

Molleapaucum Yeagopah Chitty
Cheddumburum Chitty
Cundopah Chitty
Drawn by Tauniper Conicopley.
Translated from a Copey of the original

JOSEPH GITHIN. *Exam^r*.

FEBRUARY 12TH. 1724/5.

I COLAROO Vallaboo do hereby acknowledge to have Borrowed and Received of Pothepaucum Tombe Chitty the sum of one Thousand one Hundred and Fifty pagodas current which sum I Promise to pay on Demand with Interest at nine $\frac{3}{4}$ cent.

THE MARK OF COLAROO VALLABOO.

WITNESS

Molleapaucum Yeagapah Chitty
Cheddumbrum Chitty
Cundopah Chitty
Drawn by Gauniper
Translated from the original.

JOSEPH GITHIN. *Exam^r*.

Sworn before me
12TH. JANUARY 1741/2.
Con^s. GOODWIN May^r.
JANUARY 12TH. 1741.

The answer of LATCHMA widow and Relict of Golaroo Vellaboo formerly merchant of Madras to the Complainant Puttapaucum Tombe Chitty Merchant of the same place Complainant.

This 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 errors Imperfections Incertainty's and untruths in the Complainants Bill Contain'd for answer thereunto or unto so much thereof as she this Defendant is advised doth concern her to make answer unto she this Defendant answereth and saith That she doth not know that the Complainant and the Deceased Vellaboo ever had any Dealings together neither doth this Defendant know, the Caian sued for by the Complainant, neither doth this Defendant beleive such Caian to be given but Believes it to be a forged bond, forged by the Complainant and his accomplices to starras [*sic*] and Porplex [*sic*] this Defendant and done with a Design only to Destress this Defend^t. in Respect of bail, for this Defendant begs Leave to observe to this Honourable Court that the said Vellaboo died the first year after Mr. [Manuel] Came to the Government of Madras which this Defendant beleives is sixteen years since that the said Vellaboo as he Lay sick and weak Called his friends and relations about him and Desired them to give notice that if any Person had any Demands on him they should come and Receive of him their due, which accordingly several did that he some time after died and Left behind him in Cash sealed in bags 20000 Pagodas that after the said Vellaboo was Departed the Brother of Vellaboo by name Narrain took Possession of the said Vellaboo's estate and was in Possession seven years and Died and this Defendant shews that after the said Narrain was Departed this Life Gooleree Irsepah the son of the said Vellaboo became possessed of said estate who has been Dead near three years and this Defendants Declare that she never heard or knew any thing of the Complainant Demand till the Commencing of this suit and this Defendant begs leave to shew to this Honourable

Court that the Translate annexed to the Complainants bill is Translated from what is called a copy, and Translate since Produced said to be from the original is a Different Date, therefore this Defendant will hopes this Hoñble Court will order the Complainant to amend his bill.

All which matters and things this Defendant is ready to aver maintain and prove and humbly Prays to be hence Dismissed with reasonable costs and charges in this behalf most wrongfully sustained.

JOHN RUSSELL. *Attorney for the Defend^t.*

FEBRU-
ARY
16TH.
1741/2.

The Replication of Pautapaucum Tomby Chitty of Madras Merchant Complainant to the answer of Latchema widow of Vallaboo Deced of the same place Defendant.

This Replyant now and at all times hereafter saveing and Reserving to him self all and all manner of Benefit and advantage of Exception to the manifold errors and Imperfections in the Defendants said answer contain'd for Replication thereunto or unto so much thereof as he this Replyant is advised materially concerns this Replyant to Reply unto he this Replyant Replyeth and saith.

That as to the Defendant saying in her answer she does not know that this Replyant had any dealings with her Deceased Husband Vallaboo this Replyant says it is very Propable [*sic*] that it may be true that she might not know of any Dealings Between this Replyant and her deceased Husband aforesaid for it is not Customary with the Gentues or any of those eastern Nations or Casts to Communicate any of their affairs relateing to trade and merchandize to their Women, and as to the Defendant saying she does not know the Cadian send for this Replyant humbly Conceives the forgoing part of this Replyants Replication is sufficient Excuse for her in that point but why the Defendant should believe the Cadjan sued for to be a forged one is surprizing to this Reply^t. and no way to be accounted or by him.

For this Replyant begs Leave to shew to this Hoñble Court that this Replyant is upwards of Fifty years of age and since this Replyant has been Capable of Carrying on any Business hath followed that of a shroff to the satisfaction of all who have had any Dealings with him this Replyant as this Hoñble Court may (should they please to give themselves the Trouble to enquire) be well Informed of by numberless of people in this place and this Replyant humbly Prays that this Honourable Court will be pleased upon the Decision of this Cause (should this Replyant prove his bond to be Just) to order the Paragraph wherein the word forged is made use of to be Erased that this Replyant may not lye under the slander of a Forgerer nor stand upon Record in this Hoñble Court so Vilely stigmatized to satisfye the spleen of an Ignorant Woman as to the Defendants saying Wallaboo (her husband) before his Death called all his Friends and Relations about him and ordered them to call in all his Creditors this Replyant does not beleive there was ever any such thing, or if there was, this Replyant never heard on it, though this Replyant was almost every day with the Deceased Wallaboo during his Last sickness and the Intimacy that were Between this Replyant and the Deceased Wallaboo was the Chief reason why this Replyant did not then make a Demand of the Debt for which he this Replyant now sues, for was for fear of giving his Departing friend uneasiness in his last moments.

But this Replyants shews that he this Reply^t. did frequently demand the Debt now sued for of the Deceased Wallaboos Eldest son and heir named Narrain who put this Replyant off from time to time with fair speeches till his Decease when his Brother Irsapah became possessed of the estate of whom this Replyant likewise Demanded payment and did at one time Receive of the said Irsapah in part payment the sum of Fifty Pagodas as for the Defendant saying that her husband Wallaboo dyed possest of Twenty Thousand Pagodas (P 20000) in ready cash it is absolutely false But this Replyant admits and says that Wallaboo's estate

was Considerable but then it Consisted in Houses and toys (and not in specie as the Defendant in her answer sets forth) which has been Extravagantly made away with by her the Defendants two sons hereinbefore mentioned.

And this Replyant further shews to this Honble Court that the Defendant likewise sets forth in her answer that the Translate annexed to this Replyants Bill is Erroneous and from a Copy but this Replyant begs Leave to shew that he this Replyant did at the Request of the Defendant attorney produce a second Translate from the original, but as for their Differing in the date this Replyant humbly Conceives it must have been an Error Committed by the Linguister or the Examiner for this Replyant shews that he this Replyant has since the Defendant filed her answer carried several Linguisters to this Replyants attorney in whose hands the Cadian has always been since this Replyant first employed his attorney in this Cause, and upon Comparing it with a copy taken from the original by an able Linguister in the House of the Register of this Honble Court in whose hands the original at the Request of the Deft. is lodged there does not appear to be any Difference in the Date thereof and as a Proof that the original Cadjan is Genuine this Replyant hereunto annexes an accompt Current wrote by the same Conicopley that drew the bond whose Name was Tonnepah and who was it is well known Entertained in the service of the said Wallaboo till his the said Wallaboo's Decease, the original of which account current is now in the Possession of this Replyant and ready to be produced as this Honourable Court shall Direct which compared with the original bond they will appear to be both wrote by one and the same hand & that the hand was employed in the service of Wallaboo this Replyant makes no Doubt but he shall easily Prove.

And to prove it in a more satisfactory manner to this Honble Court this Replyants Prays the said Wallaboo's accompts may be delivered up under oath and Lodged in the hands of the Register of this Honble Court for Inspection and further this Replyant says that whereas it appears to him that Wallaboo kept a regular Paper book in Gentues and Duplicates of the same in Mallabar on Cadians wrote by the Conicopley who wrote the original bond belonging to this Replyant, and for the selling the thing in as clear a light as possible of the Inspection of this Honble Court this Replyant prays that both Papers and Cadians and all accompts whatsoever relating to the Deceased Wallaboo's affairs be Delivered into this Honble Court.

All which matters and things this Replyant is ready to averr maintain and prove the same as this Honble Court shall award and humbly Prays as in and by his said bill he hath already Prayed.

WILLIAM DUMBLETON. *Atty for the
Complainant.*

BEIOYNDER GENERAL.

INTERROGATORIES to be administred to such Witnesses as shall be produced, sworn and examined on the Part and be—half of Pautapaucum Tomby Chitty of Fort St. George Merchant in a Certain cause wherein Pautaucum Tomby Chitty is complt. and Latchma widow of the same place is Deft.

1st. *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 of them and which of them Declare.

2^d. To sheveshanckeara Pilla and Nilla Tomby Item Do you know or did you know Tomapilla, was he employ'd by one Wallaboo Lately Deceased and what was his employment under him, Do you know the hand writing of the said Tomapilla if seen Do you know the bond and accmpt current now shewn you markt. W and D. whose hand writeing of the said bond and accmpt current do you beleive the same to be, Do you beleive they are both written by the one and the same hand Declare

2^d. Item Do you know or can you know or can you say any other matter or thing material for the Complaint in this Cause (if yea) set forth the same as you do know have been Informed or do beleive, with the Reasons of such your knowledge or beleif.

WILLIAM DUMBLETON
Attorney for Complt.

MAYORS COURT AT
MADRAS PATNAM.

Between Pautapaucum Tomby Chitty
Complainant and Lachima Defendant.

DEPOSITIONS of Witnesses in this cause taken by and before the examiner in this Court as follows.

Sheveshanckeara Pilla of Madras Conicoply aged 23 years or thereabouts being Produced as a Witness in this Cause on the Part of the complainant was on the 26th. day of May 1742 shewn at the office of Mr. John Russell attorney for the Defendant by Connecapa who Left a note of the name Title and place of abode of the said Sheveshanckcara and afterwards on the same Day being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith he hath no certain knowledge of the Complainant but that he hath known the Defendant 13 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that Tonnapilla was his this Deponent father and that he was employed by the Deceased Vallaboo when living as his Conicoply he further saith that he is not well acquainted with his Fathers hand writing having been absent from his Family these Twelve years but that he Beleives the bond and accmpt current now shewn him at the time of this his examination marked WD to be hand writing of his father and that they are both wrote by the one and the same hand and further this Deponent saith not to this or the last Interrogatory.

SHEVESHANKCARA PILLA.

JOSEPH GITHIN. *Exam^r*.

NELLA Tomby of Madras Conicoply aged 20 years or Thereabouts being Produced as a Witness in this Cause on the Part of the Complt. and afterwards on the same day being sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith he hath knowledge of the Complainant but hath known the Defendant 8 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that Tonnappa was this Deponents father and that he was employed by Wallaboo lately deceased as his Conicopley he further saith that he is well acquainted with his fathers hand writing and that the bond and accompt Current now shewn him at the Time of this his examination marked W and D are both of the Proper hand writing of his this Deponents father Tonnappa and further this Deponent saith not.

NELLATOMBY.

JOSEPH GITHIN. *Exam^r*.

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 22^d. day of March A.D.
1742/3 Between Pautapaucum Tomby
Chitty of Madras merchant Complain-
ant and Latchma widow of Golaroo
Vellaboo of the same place Defendant.

THIS CAUSE Coming on this Day to be heard and Debated before this Court in presence of the Complainant and the attorneys on both sides on hearing the Compt^s. Bill and Two Translate of a bond thereunto annex the Defendants answer the Replication and Translate of an account Current thereunto annex the Reioynder also the Proofs taken in this cause on the Part of the Complainant. The Deft. not having produced any read This 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 and that the bond sued for be delivered up to be cancelled.

Cur.

NOAH CASAMAJOR.

Reg^r.

5TH. APRIL 1743.

TO THE HONBLE THE MAYORS COURT
AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honble Court your Orator Gindadvady Vancaty Ramah merchant and Inhabitant of Madras haveing had sundry Dealings with one Arnicarra Vancaty Nersiah also Merchant of the same place aforesaid he the said Arnicarra Vancaty Nersiah having occasion for a sum of money did apply himself to your Orator for the loan thereof whereupon your Orator did advance and Lend unto the said Arnicarra Vancaty Nersiah the full and Just sum of Pagodas Five hundred (500) current Coin of Madras which in sterling money of great Brittain accompting each Pagodas eight shillings amounts to Two Hundred Pounds (200 — —) or thereabouts for securing the Repayment of which sum with Interest accruing thereon after the Rate of Nine $\frac{1}{2}$ cent $\frac{1}{2}$ annum at the expiration of Four months from the date of the hereafter mention'd mortgage bond he the said Arnicarra Vancaty Nersiah did make sign and give unto your Orator one Mortgage bond therein and thereby specifying that he the said Arnicarra Vancaty Nersiah had taken up from your Orator the above rected sum of 500 Pagodas and that he the said Arnicarra Vancaty Nersiah had for security of repayment of said sum mortgag'd unto Your Orator one bond given by one Suncoo Chinna Ramah Chitty Opahjee Nella Cundoo for three Thousand four hundred and one Pagodas to him the said Arnicarra Vancaty Nersiah which said Mortgage bond bearing date the Tenth of June one Thousand Seven hundred and Forty Two is now in your Orator's custody and Ready to be produced as this Honble Court shall please to direct Translate whereof for Inspection is hereunto annex'd to which your Orator most humbly Referrs and Prays the same may be admitted as part of his bill

and your Orator further shews unto this Honble Court that the time Limited for Payment of your Orator's money has been Elaps'd near six months and though your Orator hath often and that in the most amicable manner Demand Payment

Yet now so it is may it please this Honourable Court the said Arnicarra Vancaty Nersiah willfully and obstinately Refuses to give your Orator any manner of satisfaction your Orator therefore Prays such General Releif Touching the Premisses as shall to this Hoñible Court appear agreeable to equity and good conscience.

To the end therefore that the said Arnicarra Vancaty Nersiah may upon his Corporal oath true and Perfect answer make to all and singular the matters and things herein before set forth as fully truly and effectually to all Intents and Purposes as if the same were here again Repeated and Interrogated.

WILLIAM DUMBLETON. *Atty for Compl.*

JUNE 10TH. 1742.

I Arnicarra Vancaty Narsiah Do hereby acknowledge to have mortgaged, Suncoo Chinna Ramah Chitty opahjee Nelah Coondu's Bond to me for three Thousand four hundred and one Pagodas to Gondavedde Vencata Ramah Chitty in Consideration of the sum of five hundred Pagodas Current of Madras which sum I Promise to pay at the expiration of Four months from the date hereof with Interest at nine $\frac{1}{2}$ Cent.

ARNICARRA VENCATA NARSIAH.

WITNESS.

Buggaveram Permaul.

Paupiapulla.

Drawn by Paulaperte Aude Narnapah.

Translated from a Cadian said to be the original.

JOSEPH GITHIN. *Exam^r.*

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 19th. day of April A.D.
1743 Between Gondavady Vancaty
Ramah Chitty of Madras Merchant
Complt and Arnicarra Vancaty Nersiah
of the same place also merchant Defen-
dant.

ON HEARING the Complainants Bill and Translate of a bond under the Defend^{ts}. hand thereunto annexed read and the Defendant being in Court and acknowledging the Execution of the said bond on the Consideration had this Court doth therefore think fit to order and Decree and Doth accordingly order and Decree that the Defendant shall pay unto the Complainant the full and Just sum of Five hundred Pagodas current of Madras so much appearing to be due upon the bond on which the Pff. sues, together with such Interest as now is or shall hereafter become due thereon from the date of the said bond until full Payment is made after the rate of eight $\frac{1}{2}$ Cent $\frac{1}{2}$ annum and also the costs of this suit and in Default of Payment at or before Fourteen days from the date hereof that the mortgaged Premises be sold and the moneys arising from such sale paid unto the Complainant in and towards the Discharge of his said Debt and costs.

$\frac{1}{2}$ Cur

NOAH CASAMAJOR
Reg^r.

11TH. JANUARY 1742/3.

TO THE HONOURABLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY COMPLAINING sheweth unto this Hoñble Court your Orator Colla Singana merchant and Inhabitant of Madras haveing a Quantity of Conell to Dispose of Four merchants of the same place applied your orator in order to Purchase the same whose names are as follows viz. Jungum Timerasah, Jungam Pullia, Jungum Gruapah, and Chintalapore Dossery and your Orator shews the Price agreed on for the said Conell between your orator and the said Four Merchants was Nine Pagodas and one half ₹ seer on which Terms your orator sold unto the afore-mention'd Four merchants three Bundles of said Conell Poize Forty three seer six ounces and one half which Quantity at the aforesaid rate of nine Pagodas and one half ₹ seer amounts to Four Hundred and Fifteen Pagodas Thirteen Fanams current money of Madras which in sterling money of Great Brittain accompting each Pagodas eight shillings amounts to one Hundred sixty six Pounds Two shillings and eleven Pence (166. 2. 11) or thereabouts which sum was to have been paid on the Delivery of the said Conell to the aforesaid Four Merchants and your Orator Further shews that the said Conell poize as before set forth and at the Price beforemention'd was deliver'd to the said Four merchants on the eighteenth of December in the year of our Lord one thousand seven Hundred and Forty two since when the said Four Merchants have paid in Part unto your Orator Pagodas Two Hundred and Forty at three Payments That is to say on the Nineteenth of Decem^r. one Hundred Pagodas on the Twenty First of the same month one Hundred Pagodas and on the Twenty third of the same month Forty Pagodas so that there still Remains due and Payable to your Orator the further sum of Pagodas one Hundred seventy Five and Thirteen Fanams which sum your Orator hath often in the most amicable manner Demand Payment off of them the said Four merchants.

But now so it is may it Please this Hoñble Court the said Four Merchants all and each of them absolutely Refuses to give your Orator any manner of satisfaction your Orator therefore Prays a General Releif Touching the Premises such as to this Hoñble Court may appear agreeable to equity and good conscience.

To the end therefore that the said Four merchants may upon this Corporal oaths true and Perfect answer make to all and singular the matters and things herein before repeated and alleged as fully Truely and effectually to all Intents and Purposes as if this same were here again repeated and alledged &ca.

WILLIAM DUMBLETON. *Atty for y^e. Complt.*

MAYORS COURT AT
MADRAS PATNAM.

TUESDAY the 19th. day of April Anno Domini 1743 Between Colla Singanah of Madras Merchant Complainant and Chintalapore Dossery of the same place also Merchant Defendant.

ON HEARING the Complainants Bill read the Defendant being in Court acknowledged the Justice of the Complainants Demand and upon due Consideration had this Court Doth therefore think fit to order and Decree and Doth accordingly order and Decree that the Defendant shall pay unto the Complainant the full and Just sum of one hundred seventy five Pagodas thirteen fanams current of Madras together with such Interest as now is or shall hereafter become Due thereon after the rate of eight ₹ Cent ₹ annum until full payment is made, and also the costs of this suit.

₹ Cur.

NOAH CASAMATOR.
Reg^r.

TO THE HONBLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY COMPLAINING sheweth to this Honble Court your Oratrix Tonnamah Widow inhabitant of Madras that your Oratrix has four Daughters by name Norrainee Vencatachelum Tagee and Mouttee, and your Oratrix shews the aforesaid Persons your Oratrixes Daughters have hitherto Lived together with your Oratrix amicably and have collected together by Labour and industry to the amount of Pagodas one Hundred and eighty including House and Jewells But your Oratrix shews that of Late the aforesaid four Daughters have given themselves over to an Evil Course of Life particularly Drinking to Excess in so much that the said Four Persons are concerning your Oratrixs estate and effects to Prevent which your Oratrix has frequently Desired a Dividend and separation of estate and Persons which they refuse to comply with and your Oratrix shews the Major Part of the said Family effects are in the Custody of the Two eldest Daughters who have within these four Days absconded your Oratrix's house and your Oratrix shews they Refuse to Make your Oratrix any Dividend but Continue absent spending the said effects Wherefore your Oratrix is under a Necessity of Praying this Honble Court would appoint referrees to Inspect into the said estate and make an equal Dividend amongst the whole family aforesaid and your Oratrix further Prays the said Persons may Directly Deposit such moveable Effects which are now in their Custody to the end no further consumption may be made thereon, or that in such Default that the said 4 Persons Do give sufficient security to this Honble Court for the forth coming of such effects till this affair be Determin'd by this Honourable Court.

MAY 4th.
1742.

To the end therefore that the said Norrainee Vancatachelum Taggee and Moottee may upon their Corporal oaths 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 that they the said four Persons may by their Joint or separate answers particularly sett forth a List of what effects are in Eatch [sic] of their custody with thire particular names Quality and Value and if in Gold or Silver that the Poize thereof be shewn and that your Oratrix may have such further and other Releif in the premises as may be agreeable to equity and good Conscience.

HENRY DEVEIL. *Att. for ye. Complt.*

JUNE 1st. 1742.

The seperate answer of Narraine
To The complaint of Tawnama.

This Defendant now and at all times hereafter saving and Reserving to herself all and all manner of Benefit and advantage of Exception to the Errors Insufficiencys Imperfections and untruths in the Complainants bill for answer thereunto or unto so much thereof as she this Defendant advised to make answer unto she this Defendant answereth and saith That being an Infant of the age of five years her mother sold her to a man named Tappolrauze who brought her to Madras and sold her by a choultry bill to a woman named Bendal Ketchma

P. F.

for 2. 18 under whose command this Deft^s. Lived Ten years this Defendant afterwards, that is after the service of Ten years had Leave to go to Arcot where her said Mistress came and Lived with this Defendant for the space of Five months in which time she sickened and Died but before her Death gave this Defendant her freedom This Defendant shews that being thus Redeemed from slavery Left Arcot and Returned to Madras Where hearing that the Complainant had sold her second Daughter this Defendants sister named Vencatachelum for Two Pagodas Eighteen Fanams to one Raumea a Dancing Girl this Defendant Employed People to buy the said Vencatachelum for this Defendant who accordingly Purchased the said Venkatachelum for this Defendant for eight Pagodas and a Choultry bill was Drawn in the name of one Gungadra and Delivered to this Defendant and this Defendant shews that the said Vencatachelum has Remained in subjection to this

Defendant ever since said Purchase and this Defendant further say that the Complainant is so far from having any Demands on this Deft. that she the Complainant is at this Time Greatly Indebted to this Defendant, for this Defendant shews that in the year 1730 the Compth. having at that time Two Daughters and Provisions being at that time Very dear and the Complainant very Indigent she the Complainant made her unhappy case known to this Defendant and did in the most moving Terms have helped and assistance from this Defendant for her the Complain^t and her two unhappy Daughters, and she this Defendant shews that she this Defendant Pittying and Commiserating their Deplorable state Humanely took both mother and Daughters into her house This Defendant at that time being in flourishing Circumstances and did Promise to aid and assist them till Times should mend and Provided she and her said Daughters would Ingage to Repay what this Defendant should Lay out on this account or what Charge this Defendant should be at in Provisions or otherwise but this Defendants shews that the Complainant and her Two Daughters so ungratefully Retaliated this Defendants Goodness by purloining from this Defendant, sundry Jewels and goods to a Considerable Value for which Greatfull action this Defendant turned them all out of her doors, But this Defendant shews that what with the Complainant submission and what with the Intercession of friends this Defendant were prevailed on to take them Into her house a second time and maintained one all three till the Fifth Day of Last March when to this Defendant Great surprise the Complainant and her Two Daughters went away from this Defendants House and took with them in Cloaths and Jewells to amount sixty seven pagodas and upwards and Likewise got Possession of the choultry bill that this Defendant had with the said Vencatachelum in the name of Gungadra as is sett forth before and this Defendant in answer to the Complainants Bill Denys to have ever Lived in Conjunction with the Complainant either as Partner or otherwise and this Defendant denys that she is any ways accountable to the Complainant either for her behaviour or for what she may be Possessed either in goods Jewels or money nothing that this Defendant hath ever being the Property of the Complainant all which matters and things this Defendant is ready to averr maintain and Prove and humbly Prays to be hence Dismiss'd with her Reasonable costs and Charges in this behalf most wrongfully sustained.

JOHN RUSSELL. *Attorney for ye. Defend^{ts}.*

THE SEPARATE ANSWER OF VENCATACHELUM
TO THE COMPLAINT OF FAUNAMA.

JUNE 1ST
1742

This Defendant now and at all Times hereafter saving and Reserving to herself all and all manner of Benefit of Exception to the errors Imperfections Incertaintys and untruths in the Complainants bill Contained for answer thereunto or unto so much thereof as she this Defendant is advised to make answer unto she this Defendant answereth and saith the Complainant, this Defendants Mother, had by her first Husband a Daughter named Narraina whom she sold for a slave to a country Inhabitant and the Complainant also sold this Defendant when but 4 years of age to a Dancing Wench or harlot under wose subjection this Defendant Lived about six years at which Time one Samboo and Gungadra bought this Defendant of Rammee for 8 Pagodas for the service of this Defendants sister the other Defendant named Narraina into whose hands they gave this Defendant with the Choultry bill and under whose Jurisdiction this Defendant hath ever since Lived and this Defendant says that the Complainant having Two other Daughters by another husband by name Taxtee and Mootee and they all being Exceeding poor Desired this Defendant sister to Commiserate there said circumstances till the Times should mend, all sorts of Provision being at that [...] Very Dear and that they would assuredly Repay what ever should be due for such expence and this Defendant shews the said Narraina did take them all into her house whereby they Lived till the 5th. of March Last on which they Left the said Defendants House taking with them Jewels and Living to a considerable value the Property of said Narrain But in answer to the Complainants Bill this Defendant doth Possitively deny the Complainant hath Power over this Defendant as

a Daughter haveing sold this Defendant and this Defendant denyes that she this Defendant or her sister To any ways accountable to the Complainant either as to her behaviour or for what she may be Possessed of and this Defendant denyes to have any effects in her Possession that anyways belongs or appertains to the Compl. and this Defendant Denys she ever served in Partnership or had more to do with the Complainant thereto help and assist her and her Daughters in their necessity all Which matters and things this Defendant is Ready to averr and prove and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most wrongfully sustained.

JOHN RUSSELL. *Atty. for the Defendant.*

JUNE 22^d. 1742.

The answer of Taggee and Moortee Spinisters of Madras Defendants to the Bill of Complaint of Taunama Widow of the same place Complainant.

These Defendants now and at all Times hereafter saveing and Reserving to themselves all and all manner of Benefit and advantage of Exception to the many errors uncertaintys Insufficiencys and untruths of the said Bill for answer thereunto or unto so much thereof as these Defendants are advis'd materially concerneth them these Defendants to answer unto they these Defendants answer and say.

That they admit the Complainants bill to be True and they verily Beleive the other Two Defendants have Dstroy'd and made away as the same is set forth in the Complainants bill these Defendant also acknowledge to have in their Possession toys &ca to the Value of Twenty Pagodas which these Defendants are Ready to deliver up Provided the Complainant and the other Two Defendants are willing Choose four Indifferent Persons of these Defendants cast to enquire into the Present Dispute between these Defendants, and the Complainant and the other Two Defendants, and to Inspect the accounts and Cause an equal Dividend to be made of the Family estate joys &ca.

All which matters and things these Defendants are ready to averr maintain and Prove and humbly Prays to be hence dismiss'd with Reasonable costs and Charges in this behalf most wrongfully sustained.

WILLIAM DUMBLETON. *Atty for ye. Defend^t.*

The Replication of Taunama Widow to the several answers of Narriana Vencatachelum Taggee and Mootee.

The said Replyant saveing to herself all advantages of Exceptions to the Incertaintys untruths and Insufficiencys of the Defendants answers for Replication thereunto saith that all and singular the matters and things in the Replyants said bill contained are true as the same are therein alledged and that the answers of the said Defendants to the said bill is very untrue, Imperfect and Insufficient to be Replied unto.

And this Replyant saith she doth admitt it to be True that the Defend^t. Narraina was sold by this Replyant, Constrained so to do in a time of hard famine in which she as well as this Replyant must have both starved together, and surely it was much more humane to sell or give away for a child than be a means of keeping it to starve, but this Replyant did afterwards redeem the said Narraina at the expence of Pagodas seven as ₹ the account hereunto annex will appear and did afterwards Destroy the said Bill of sale with the usual Ceremony of the Malabar Church upon such occasions, and the said Narraina hath ever since continued with this Replyant in very great amity till of Late, but this Replyant absolutely Denys that ever she the said Narrainee Purchased or Redeemed from slavery the other Defendant Vencatachelum but that this Replyant did Purchase

Nallappoossa adagella	...	...	...	...	...	4	—	—
Bagadaloo	...	...	...	...	...	2	—	—
Camaloo	...	...	...	...	...	3	—	—
Iromack and foola	...	...	...	...	...	4	—	—
A Ring	...	...	...	...	...	3	—	—
Coopea	...	...	...	...	...	2	—	—
Padagaloo for feet	...	...	...	...	...	4	—	—
Wootandaloo	...	...	...	...	...	3	—	—
Bootuepoossa	...	...	...	...	...	3	—	—
Nallappoossa	...	...	...	...	...	3	—	—
Cadealoo Ancaloo	...	...	...	...	...	2	—	—
Camaloo and Bagadaloo	...	...	...	...	...	3	—	—
Moocepocka	...	...	...	...	...	3	—	—
Padagaloo	...	...	...	...	...	3	—	—
Gallaasoo	...	...	...	...	...	2	—	—
Andeloo	...	...	...	...	...	3	—	—
Cadealoo	...	...	...	...	...	2	—	—
Silver Rings	...	...	...	...	...	1	—	—
Nallappoossa Adagaloo	...	...	...	...	...	2	—	—
Menaloo	...	...	...	...	...	3	—	—
Camaloo	...	...	...	...	...	1	—	—
Paubadalatue	...	...	...	...	...	2	—	—
Taitaloo	...	...	...	...	...	3	—	—
Nallappoossaloo	...	...	...	...	...	1	—	—
Camaloo	...	...	...	...	...	1	—	—
Poossa	...	...	...	...	...	1	—	—
Copper and brass Potts	...	...	...	...	...	5	—	—
Trivatore Petta House	...	...	...	...	...	10	—	—
Cash Delivered up the country to Purchase Paddy &ca what grain is the produce has been Received by the 2 Defendants	...	...	...	...	...	30	—	—
Mootealoo Ready's bond for	...	...	...	...	...	10	—	—

MEMORANDUM.

Cash paid Dooly boys to carry Narraina from this place to Arcott and back again and Redeeming the Bill of sale from Mortgage wch. her Mistress had pawnd for P. 2 in all her accompt.	...	...	...	...	...	7	—	—
Redeeming Vencatachelum	...	...	...	...	...	8	—	—
PAGODAS						379	—	—

JULY 13TH. 1742.

The separate Rejoynder of Narrainee' to the
Replication of Tautama.

This Defendant saving and Reserving to herself now and at all Times here-
after all manner of Benefit and advantages of exception to the many errors
uncertaintys and untruths in the said Replication contained saith that this Defen-
dants answer is certain true and sufficient in the Law to be Replied unto and she
further saith that she admits it to be True that the Repliant sold her, when she
was young and Ignorant of the matter and that she lived 15 years with the woman
that Purchased her that they were at Arcott and her Mistress at the Point of Death
her said Mistress told this Defendant that she had pawnd a Chest of Cloths and
this Defendants Bill of sale for 2 Pagodas to one Pandola Gruapah at Madras
and that this Defendant on Paying the said money might redeem them and have
her freedom when the Funeral Ceremoneys were over, this Defendant sent 2
Pagodas to the said Pondala Gruapah and got the chest aforesaid and the bill of
sale upon which she went to a Pagodas and performed the ceremonies to be
observed on such occasions, then tore the Bill what the Repliant has asserted.
namely that she Purchased the Bill of sale and Bought this Defendant for 7 Pagodas
and Performed the Ceremonies and tore the bill is absolutely false.

After this Defendant employed one Gongadarah to buy her sister named Vencatachelum whom the Complainant had Likewise sold to one Ramee the purchase was 8 Pagodas and a bill of sale was made in the said Gongadarah's Name but Gongadah Delivered the bill of sale and the said Vencatachelum to this Defendant and the Complainant afterwards got the bill of sale clandestinely out of this Defendants Chest. The Complainant did not make the Purchase aforesaid as she pretends in her Replication.

When this Defendant Lived at Arcott, the Complainant came thither with 2 of her Daughters Teggee and Mootee 2 of the Defendants in very great want and begged the assistance of this Defendant which this Defendant gave them, Teggee and Mootee were then very young, Teggee came to Maturity 4 years ago and Mootee about a year and an half, their gains were inconsiderable amounting to no more than 6 Pagodas each ^{per} year. It cost this Defendant about 30 Pagodas to get them cured of a disorder, and this Defendant was obliged by their ill behaviour to Turn them out of Doors Two or three Times, but they begged Pardon and this Defendant took them in again this Defendant never touched their Joys nor Profits but Lent them Joys of her own. The house they Lived in was purchased by this Defendant herself and when they Left this Defendants they took away with them 69 Pagodas in Joys and 10 Pag^s. in cloaths with Vencatachelums Bill of sale and Lodged them at a Neighbour's, which when this Defendant was informed of she acquaint^d. them therewith and Required the Complainant to Deliver them back, upon which the Complainant made her address to Nairo Ball Chitty &ca Heads of the cast who examined the matter 4 or 5 Times, and when they were about to make a Decision therein the Complainant Trifled with them and filed a bill against this Defendant &ca in this Hon^{ble} Court tho' by the said Bill it plainly appears that the Complainant has nothing to alledge against the Defendants Taggee and Mootee but joined them in the bill to obtain their shares of the estate.

This Defendant Positively denies that she took any of their neck Joys by force, or beat them, or threatned to Carry them to the Peddenaigues as is falsely given out in said Replication as for the List of Jewels and effects said to be carried away by this Deft. and Vencatachelum, this Defendant says that the Complainant has nothing to do herewith nor can have the Least Right or Title thereto because they are all of this Defendants own acquiring who was and is absolutely her own Mistress having Purchased her freedom after her unnatural mother the Complainant had sold her into slavery and this Honourable Court will please to observe the absurdity of the said List wherein the very first article said to be Carried away is an House valued at 80 Pagodas.

And this Defendant further saith as in and by her said answer she hath already said, and Doth and will aver and maintain all and every thing and things therein to be True and Certain in such manner and form as the same are therein alledged and expressed.

JOHN RUSSELL *Atty for the Defend^t.*

JULY 13TH. 1742

The Seperate Reioinder of Vencatachelum to the Replication of Taunama.

This Defendant saving and Reserving to herself now and at all Times hereafter all manner of Benefit and advantage of Exception to the errors, inconsistencies, and Imperfections in the said Replication Contained saith that this Defendants answer is Certain True and sufficient in the Law to be Replied unto and she further saith that the Complainant sold her to one Ramee, that her sister Narrainee employed one Gongadarah to Purchase her of the said Ramee which he did for 8 Pagodas and a bill of sale was made in the said Gongadarah name that the said Gongadarah delivered the bill of sale together with this Defendant into the said Narrainees possession and that the Complainant did afterwards

Clandestinely Convoy the said Bill of sale out of Narrainees Chest and moreover that what the Complainant asserts that she herself made the aforesaid Purchase is absolutely false.

And this Defendant further saith as in and by her answer she hath already said and Doth and will averr and Maintain all and every thing and things therein to be True and Certain in such manner and form as the same are therein alledged and Expressed.

JOHN RUSSELL *Attorney for the Defend^t.*

REJOYNDER GENERAL ... TAGGEE & MOOTEE.

Interrogatories to be administer'd to such Witnesses as shall be Produced sworn and examin'd on Part and behalf of the Compl^t. in a Certain cause wherein one Tonnamah is Complainant and Narrainee Vencatachelum Taggee and Mootte are Deft.

Imprimiss Do you know the Partys 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 and how Long have you known them or either and which of them Declare.

To Collapah and Ruddee Latchma to be examin'd throughout the whole Interrogatorys.

2^d. Item Do you know the Dwelling House that Narrainee one of the Defendants Lives in if yea say if you can who paid the money for the said House and who Carried their money so paid and How much money was so paid.

Do you Remember if Vencatachelum one of the Defendants was Redeem'd from slavery if yea who paid the money for such Redemption and how much was paid by whom and at who's Request was such bill of sale Bought and where is the said Bill of sale at this Present Time.

Do you know of any Joys carried out of this Complainants House or Family if yea say if you can Remember what sum the said Joys may be valued at to the best of your Memory knowledge or Beleif who Does the said Joys Belong to and who was the said Joys Earned by and by who's industry was they Bought and paid for.

Do you Remember that Narrainee one of the Present Defendants was Redem'd from slavery if yea who Redeemed her from slavery and what was paid for her Redemption and what was Done with her bill of sale after she was Redeemed.

To Daasamahoo Depositions only so far.

Do you Remember to have seen any Peons sent to the Complainant or any of her partys if yea what was their or his Request and who was they sent from and what Intent was they or has sent Declare.

Do you know or Can you say any other matter or thing material for the Complainant in this Cause if yea sett forth the same as you know have heard or Do beleive with the Reasons of such your knowledge or behalf Declare.

HENRY DEVEIL *Attorney for the Complainant.*

MAYORS COURT AT
MADRASPATNAM.

Between Tonnamah Complainant and Narrainee Venkatachelum Taggee and Moottee Defendant.

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

COLLAPAH of Madras Peon to Rangamah Rangapah Chitty aged 40 years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 14 day of August 1742 shewn at the office of Mr. Russell and Dumbleton attorneys for the Defendants by Connecapah who Left a note of the name Title and place of abode of the said Collapah 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 Compl. 20 years and the Defendant 15 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knows the Dwelling House that Narrainee one of the Defendants Lives in and that the Complainant paid the sum of sixty five Pagodas for the same, he this Deponent being the person that Carried the money so paid for it this Deponent further saith he Remembers Vencatachelum another of the Defendants was Redeemed from slavery and that the Complainant paid Eight Pagodas for her Redemption and further saith that the bill of sale of her was Bought by one Gongadran at the Complainant's Request and that the same is now in the Complainant's Custody and this Deponent also saith that he knows not of any Joys being Carried out of the Complainants House or Family, what the same might be worth to whom they belonged, or by whom they were earn'd but Remembers to have seen two Peons sent by Vencaty Swamee to take the Complainant with them to Ball Chittys House and when they came there their Request was to have some Joys Left in Ball Chittys hands and that they would proceed on with the Cause which Ball Chitty accordingly advised and more saith not to this Interrogatory.

But to the last this Deponent saith that the Defendant's Narrainees bill of sale was pledged with one Daize for one Pagoda and three Quarters which this Deponent Redeemed having Received that sum from the Complainant for that Purpose and also saith that the Complainant afterwards gave him this Deponent Ten Pagodas to buy Chinam and Tyles to repair her House and further saith not.

THE MARK OF COLLAPAH.

JOSEPH GITHIN *Exam^r*.

RUDEE LATCHAMAH of Madras Spinster aged 50 years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant and afterwards on the same day being sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that she knows the Parties Complainant and Defendants and hath so known them 15 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that she does know the House wherein the Defendant Narrainee Dwells and has heard the said Narrainee and one Collapa say that the Complainant pay'd for the same but does not remember to have heard how much was paid for it neither can this Deponent sett forth or say any other matter or thing to the several other Questions enquired of in this or the last Interrogatory.

THE MARK OF RUDEE LATCHAMA.

JOSEPH GITHIN *Exam^r*.

INTERROGATORIES to be administered to such Witnesses as shall be produced sworn and examined on the Part and behalf of Narrainee in a Certain Cause wherein the said Narrainee is Defendant and one Tounamah is Complainant.

TO ALL THE WITNESSES 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 of them Declare Inumbauk Narraniah Braminy Item Do you know any thing of a Girl being sold by one Taunnamah (if yea) to whom was such Girl sold and what was such Girl name and for what Consideration was such Girl sold, and how long is it since such Girl was sold, and who bought the said Girl was you Present at the selling the said Girl, Do you know any thing of the said Girls Bill of sale being mortgaged (if yea) who mortgaged such bill of sale and to whom was the same mortgaged and for how much, who Redeemed such mortgage and who paid the money. Do you know the Pff^s. having a second Husband (if yea) how is he called and what is his Proper name Declare.

Pundala Gruapah Item Do you know that the Complainant sold a Girl to any particular Persons (if yea) to whom was she sold, to whom was the bill of sale afterwards mortgaged to, who paid the money and how much was paid, was the said Girl afterwards Redeemed by any one (if yea) who was it Redeemed her whom was the bond delivered, had the Pff. any more Husbands than one (if yea) how was he the 2 Husband Called and what is his Proper name Declare.

Hoopalaph Shebadu Item Do you know any thing of the Defendants sister being sold to any one (if yea) who sold her and who Bought her again and how much was given for her Redemption in whose name was the bond made, to whom was the Girl and bond delivered Declare Tellapilla Singanah Item Do you know any thing Concerning the Dff. Narrainee (if yea) what do you know of her, did she sustain any Loss by any one (if yea) what was such Loss with the Particulars and what was the Value of such loss was any bond Convey'd away, whose bond was it and who did it belong to, was ever such bond and Valuables afterwards ever Demanded by any one Declare.

Coolaree Ancana Item Do you [*lacuna*] any thing of a House being sold belonging Golaree. Irsapah (if yea) who sold the same who was the Person that Bought and who paid the money and what sum was paid in whose name was the bond Drawn, who signed such bond and bill of sale Declare.

To all the Witnesses Item Do you know or can you say any matter or thing material for the Defendant in this Cause (if yea) set forth the same as you know have heard or do beleive with the reason of such your knowledge and beleaf.

JOHN RUSSELL *Attorney for the
Defend^t.*

MAYORS COURT AT
MADRASPATNAM.

Between Tonnamah Complainant and Narrainee
Defendant.

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

INUMBAUK NARRAINIAH Braminy of Madras aged 42 years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 6th. day of October 1742 shewn at the office of Mr. Henry Deveil attorney for the Complt. by Connecapa who Left a note of the name Title and place of abode of the said Inumbauck Narrainiah 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 Deft. in this Cause and hath so known them 25 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knows a Girl named Narrainee was sold by one Taunamah for three Pagodas to Kistnama Raja in Velure about 20 years ago this Deponent further saith that the said Girl was since about five years ago sold by the said Raja to one Kettle, but this Deponent was not Present at such sale that the said Girls Bill of sale was Mortgaged by the said Kettle to one Ponnecarra for the sum of Two Pagodas and afterwards redeemed by this Deponent the said Narrainee having given him Two Pagodas for that Purpose this Deponent further says that one Collapah is supposed to be the Complainants second Husband at Lest acts as such and more saith not to this or the Last Interrogatory.

THE MARK OF TELLAPILLA.

JOSEPH GITHIN. *Exam^r.*

PUNDALA CRUAPAH of Madras Gardener aged 56 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant 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 Compl. 40 years and the Defendant 20 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith that he knows the Complainant sold a Girl to Bundala Ketche and that the bill of sale of her was afterwards mortgaged to this Deponent by the said Ketchee for Two Pagodas as also that one Narrainiah a Braminy afterwards paid the money and redeemed the Girl and the bill of sale was Delivered to him and this Deponent further says that the Complainant had but one Husband that he knows of who is dead and she is now kept by one Callapah and further saith not to this Interragorary to the Last saith that, notwithstanding the bill of sale beforementioned was so redeemed, he still has Ketches effects and has heard that the said bill of sale was sold by one Rajah to the said Ketche and more saith not to the said Ketche and more saith not to the last Interrogatory.

PUNDALA GRUAPAH.

JOSEPH GITHIN. *Exam^r.*

HOOPALAPAH SHEMBADU of Madras Dubash to Mr. Parsons aged 40 years or thereabouts being produced as a witness in this cause on this 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 15 years and the Defendant 20 years or thereabouts.

4th. To the fourth Interrogatory this Deponent saith That he has heard the Defendants sister was sold to one Ramee by the Complainant and this Deponent further saith that he this Deponent bought her again for eight Pagodas and that the bill of sale was made in the name of one Gungatharan, this Deponent also saith that he Delivered the said bill of sale and the Girl to the Defendant Narrainee and further saith not to this or the last Interrogatory.

THE MARK OF HOOPALAPAH SHEMBADU.

JOSEPH GITHIN. *Exam^r.*

JELLAPILLA SINGANAH of Madras Merchant aged 25 years or thereabouts being produced as a witness in the cause on the part of the Deft. and afterwards being sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant and Defendants 5 years or thereabouts.

5th. To the fifth Interrogatory this Deponent saith that he knows this of the Defendant (and which is he presumes what is meant to be enquired after) that she did sustain a loss by having Vencatachelum's bill of sale (whom she had Redeemed from slavery) taken away from her by the Complainant but does not know the Value of it this Deponent further says that he does not of his own knowledge know of any bond being conveyed away but Remembers a bond was demand^d. of Taunama who answered it is all one in whose hand the bond Remains as also the Joys, the Complainant and the rest of the Family wore when they went away this Deponent says he knows they were the Defendants and more says not to this or the last Interrogatory.

THE MARK OF SELLAPILLA SINGANAH.

JOSEPH GITHIN. *Exam^r.*

COOLAREE ANCANAHE of Madras Dubash to Mrs. Consent aged 32 years or thereabouts being produced as a witness in this cause on the part of the Dtt. and afterwards being sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath no knowledge of the Complainant but knows the Defendant and hath so known her 16 years or thereabouts.

6th. To the sixth Interrogatory this Deponent saith that he knows a House was sold Belonging to Golaroo Irsapah for that he this Deponent sold the same for him, and Narrainee the Defendant was the Person that the said House was sold to and for which she paid sixty four Pagodas he further saith that the bond was drawn in the name of the said Narrainee and the bond and bill of sale were signed by the said Golaroo Irsapah and further hath this Deponent nothing material to say to this or the Last Interrogatory.

ANCANAHE.

JOSEPH GITHIN. Exam^r.

JUNE 1st. 1742.

TO THE HONBLE THE MAYORS COURT OF
MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Oratrix Narraina Inhabitants of Madras that Taunama and her Two Daughters Tangee and Mootee all. Inhabitants and now Living and Residing in Madras and they being Very poor and Necessities did apply themselves to your Oratrix to take them in to your Oratrixs House to board which your Oratrix complied with and your Oratrix shews that they all three continued with your Oratrix from the year 1730 to 5th. March 1742 and then went away from your Oratrixs Dwelling House without making your Oratrix any satisfaction for there said board or maintenance which at a Very Moderate Charge at the rate of one Pagodas

P. F.

₹ mensem ₹ head amounts 438. 18 and your Oratrix shews That they jointly and severally took with them of your Oratrixs goods and jewels and wearing aparel to amount of sixty seven Pagodas which with the diate money aforesaid amounts to Five Hundred five Pagodas eighteen fanams as will appear by an account particulars hereto annexed and in sterling money of Great Britain allowing eight shillings the Pagoda amounts to Two Hundred Pounds or thereabouts and your Oratrix shews that your Oratrix has often applyd herself to the said Taunama Taugee and Mootee Demanding Payment of said money But now so it is may it please this Honourable Court the said Taunama, Taugee, and Mootee, absolutely Refuses to give your Oratrix any satisfaction in the Premises.

To the end therefore That the said Taunama, Taugee, and Mootee may upon their Corporal oaths 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 were here again repeated and Interrogated and be Decreed to Pay your Oratrix the said sum of Five Hundred and Five Pagodas eighteen fanams and that your Oratrix may have such further and other Relief in the Premises as shall be agreeable to equity and good Conscience.

JOHN RUSSELL Attorney for the Complain^t.

TAUNAMAH TAUGEE AND MUTTEE.	Dr.
To maintenance from 1730 to 5 th . March 1742 at the moderate price of 12 Pagodas ₹ annum each ...	438 18 —
To Gold necklace	9 — —
To Ditto Braceletts intermixed with the coral beads ...	9 — —
To Ditto bodkin with a cundee or bundle of false hair.	2 — —
To Ditto jewels called Vavirakooloo	6 — —
To Ditto beads	3 — —

To Ditto earrings	7	—	—
To Ditto jewells called Pogadaloo	1	—	—
To Ditto nose rings	1	—	—
To Ditto jewells called wettendaloo	3	—	—
To Ditto Do. called adeka	1	18	—
To Ditto Do. Ditto Niramoonee	2	—	—
To Ditto Do. Ditto Chiraulee	—	18	—
To silver womens feet shackles	3	—	—
To Ditto Bells	1	18	—
To Ditto armletts	—	18	—
To Gold jewell call'd Murgoo	—	18	—
To Gold	2	—	—
To silver rings	1	—	—
To Womens clouts and choules	10	—	—
To Gold jewell call Tadapauloo	3	18	—
PAGODAS ...	505	18	—

FORT ST. GEORGE MAY THE 1742.

E E ³⁹ NARRAIANEE.

JULY 13TH. 1742.

The answer of Tonamah Taggee and Mootee to the bill of Complainant of Narrainee.

They these Defendants saving and reserving to themselves all advantage of Exception to the manifold Errors Incertaintys and Imperfections in the said bill Contain'd for answer thereunto or to so much thereof as these Defendants are advised materialy Concern them to make ans^r. unto they these Defendants answer and say.

That is absolutely false to say that she the Complainant maintain'd any one of these Defendants at any time but the mother one of these Defendants Tonnamah was the Person who maintain'd and suported the Complainant through the Labour and industry of the rest of these Defendants who all Contributed jointly to catch others support and in short the very House the Complainant now Lives in was bought by one of these Defendants the mother Tonnamah who paid Eyrsapah Deceased 80 Pagodas for Purchase thereof and these Defendants absolutely Denys to have Carried away the sum of Joys sett forth in the Complainants bill of complaint but these Defendants acknowledge to be Posessed [*sic*] of no more than Joys to the value of 20 Pagodas which this these Defend^t. are willing to Devide with the rest of the Family estate as by a bill filed by these Defendants Tonnamah will more fully appear and these Defendants say was there a necessity for any assistance the Complainant by the rules of the Cast is obliged to support and maintain one of these Defendants Tonnamah Mother to the Complainant who was redeem'd by this Defendant Tonnama from slavery being sold by this Defendant Tonnamah in time of Hard famine many years since but these Defendants say that within these seven or eight years the Complainant has given herself intirely over to Drinking in so much that these Defendants could never Live peaceably with her but the Compl^t. would continually mortgage the jewells and family effects to support her extravagance for which reason these three Defendants was obliged to turn out of the family House and Leave the Complainant to wrangle by herself.

All which matters and things these Defendants will aver maintain and Prove as this Honourable Court shall Direct and Humbly Prays to be hence Dismissed with their reasonable costs in this behalf most wrongfully sustaind.

HENRY DEVEIL. Attorney for the Deft.

A LIST of jewels and effects carryed away by Narraina and Vencatachellum Property of Tannamah Taggee and Mootee, so far as Concern their equal Dividend as follows viz.

	P		
A House now in possession of Narraina and Vencatachelum	80	—	—
Haste Cadial or hand rings	16	—	—
Janassaraloo or gold necklas beads	16	—	—
Camaloo or Ear rings	20	—	—
Dooladie or necklas	10	—	—
2 Patadas or Gold Beads Do.	20	—	—
Paulcaya Dunda or Gold Beads Do.	6	—	—
Tautees	6	—	—
Chacataloo or Gold Beads	13	—	—
Padagaloo for feet of silver	6	—	—
Saree of Gold necklas	20	—	—
Mahonamalla Beads Do.	8	—	—
Camanaloo or hand rings	6	—	—
A Toy call'd sun and moon	10	—	—
Jadabella	4	—	—
Galsoo	4	—	—
Nallapoossa adagelle	4	—	—
Bagadaloo	2	—	—
Camaloo	3	—	—
Toomackee and foola	4	—	—
Rings	3	—	—
Coopea	2	—	—
Padagaloo for feet	4	—	—
Wootandaloo	3	—	—
Boatupoossa	3	—	—
Nallapoossa	3	—	—
Cadealoo Ancaloo	2	—	—
Camaloo and Bagadaloo	3	—	—
Moccapodacka	3	—	—
Podagaloo	3	—	—
Gallasoo	2	—	—
Andeloo	3	—	—
Cadealoo	2	—	—
Silver Rings	1	—	—
Nallapoossa Adagaloo	2	—	—
Menaloo	3	—	—
Camaloo	1	—	—
Paubadabatree	2	—	—
Taitaloo	3	—	—
Nallapoossaloo	1	—	—
Camaloo	1	—	—
Poossa	1	—	—
Copper and Brass potts	5	—	—
Trevotore Petta a House	10	—	—
Cash Deliver'd up the country Purchase Paddy &ca what grain is the produce has been received by 2 Defendants	30	—	—
Motalaoo readys bond for	10	—	—
Cash paid Doley boys to Carry Narraine from this place to Arcot and back to this place and redeeming the Bill from mortgage	7	—	—
To Redeeming Vencatachelum bills	8	—	—
PAGODAS ... 378[<i>sic</i>]	—	—	—

AUGUST 10TH. 1742.

THE REPLICATION of Narrainee Complainant to the answer of Taunamah Taggee & Mootee.

This Replyant saving and reserving to herself now and at all times hereafter all manner Benefit and advantage of Exception to the many errors insufficiencies and untruths in the Defendants said answer contained for Replication thereto saith that it is notoriously false in the Defendants to say the House was bought by either of the Defendants and likewise this repliant saith that the account of toys annexed to the Defendants answer is Intirely ficticcous [sic] for no Joys in this repliants possession were ever the Property of any one of the Defendants neither did this repliant at any time take from the Defendth. one or all of them any Joys as is falsely sett forth by these Defendants in their said answer all which matters and things this replyant is ready to averr maintain and prove and Humbly prays as in and by her said Bill she hath already Prayed.

JOHN RUSSELL. *Attorney for the Compl.*

REJOINDER GENERAL.

TRANSLATE of an award made in pursuance of an order of the Honourable the Mayors Court at Madraspatnam Dated the 5th. March Anno Domini 1742/3.

WE PONCA NAITU VENCATADRY, Rangamarr Rangapah Chitty, Numbeermall Veerago Chitty, Ecatu Rangapah Chitty and Oragunta Rangapah Nagg, Referees appointed by this Honourable Court to examine into a Dispute between Tonnamah and Narrainee, Do humbly report that we have sent for both Parties and Carefully Examined into the Differences and Proofs on both sides, and do find that the things in question are Narrainees Property, but as Tonnama is her mother she ought to live with the Daughter and be maintained by her.

Ponca Naitu Vencatadry.
Rangamar Rangapen.
Numbeermall Veerago.
Ecatu Rangapens mark.
Oraguntoo Rangapens mark.

Translated from a cadjan said to be the original.

JOSEPH GITHIN *Exam'*.

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 15th. day of March A.D. 1742/3
Between Tonnamah of Madras widow Complainant and Norrainee Vencatachelum Taggee and Mootee of the same place Defendant and
Between Norrainee Inhabitant of Madras Complainant and Tonnamah Taggee and Mootee of the same place also Defendants.

These Causes coming on this day to be heard and Debated before this Court in presence of the Parties and their attorneys on hearing the Bill of Tonnamah, the seperate answer of Norrainee the seperate answer of Vencatachelum The joint answer of Taggee and Morte, the Replication and an account thereunto annexed the separate Reioynder of Norrainee the separate Reioynder of Vencatachelum the Reioynder [sic] of Taggee and Mootee, also the Proofs taken in this Cause, the bill of Narrainee & an account thereunto annex, the Joint answer of Tonnamah Tagee and Mootee and an account thereunto annexed the Replication and Reioynder also the Referees Report appointed in these Causes Read and on due Consideration had thereon this Court doth therefore think fit to order and Decree and Doth accordingly order and Decree that the Defendants Tonnamah Taggee

and Mootee do Deliver up unto the Compl. Narrainee the several matters in Dispute mentioned in the pleadings in these cause and that the Complainant Narrainee shall let her mother live with her and maintain her during her natural Life agreeable to the above mentioned report of the Referees appointed in this cause and further that if the Defendant Tonnamah doth not Care to live with the said Norrainee, then and in such Case the said Norrainee shall pay unto the said Tonnamah one Pagoda ʘ month for her maintenance and Twelve fanams ʘ month for house rent during her natural life and also that the Compl. Narrainee do pay the costs of both suits.

ʘ Cur.

NOAH CASAMAJOR.
Regt.

COURT OF APPEALS
AT MADRAS PATNAM.

Between Narrainee Inhabitant of Madras appel^t.
and Tonnamah of the same place Widow
Respond^t.

THIS CAUSE Coming on this day being Thursday the twenty eight [sic] day of April Anno Domini one thousand seven Hundred and forty three to be heard and Debated before this Court by the attorneys on both sides upon hearing the Petition of appeal and answer and the several Exhibits of the Honourable the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the fifteenth day of March last read, and upon due consideration of the matters therein severally Contained, and of the pleadings and arguments used by the attorneys on both sides, this Court doth think fit to order and Decree and doth accordingly hereby order and Decree, that that part of the aforesaid Decree of the Honourable the Mayors Court, wherein it is ordered, that the Appel^t. Narrainee Do pay all costs in this suit. Be reversed and set aside, and that the Respondent Tonnamah, Do pay all costs and charges in both Courts.

ʘ Cur.

GEORGE PIGOT
Clerk of Appeals.

9TH. NOVEMBER 1742.

TO THE WORSHIPFULL CORNELIUS GOODWIN
ESQ^R. MAYOR AND THE ALDERMEN OF MADRAS-
PATNAM.

The Humble Petition of Narrainee and Vencatachelum Dancing Girls.
SHEWETH

That the cause between your Petitioners and the other party namely Taunama &ca. being heard the last Court day the Court was pleased to order both parties to Choose Referrees your Petitioners desired time till the next Court day to Consider of proper Persons, but their request was not granted so that not knowing whom to choose immediately they were silent upon which Mr. Deveil the attorney for the opposite Party named Modena Gopal and Mahomud saib for his Clients, and the Court choose Bogamulloo and Mundala Verague for your Petitioners.

Your Petitioners humbly Conceive that the abovementioned Persons are by no means qualified for that trust, and beg the patience of your worship &ca to examine their reasons for it.

Modena Gopal is of another Country and unacquainted with the Customs of this place and visibly in the Interest of the other party he raised this unhappy dispute, and has frequently quarrelled about private matters with your Petitioners.

Mahomud Saib is a Moorman and consequently entirely ignorant of the customs of our Cast he likewise keeps the opposite Party.

Bogamulloo is a persons [sic] of a bad life, a Constant eater and drinker of Banga a Gamester and keeps Girl, and was never concerned in affairs of this nature.

Mundala Verague is unacquainted with the word his business is to serve seilors [sic] and he was never before Chosen for the decision of such matters his Incapacity is notorious to ever[y] one, These are the reason for which your Petitioners pray that the abovementioned Referees be set aside, and others chosen in their stead Mr. Savage has a List of 12 Persons Jurymen for the Quarter sessions your Petitioners beg that the Court would be pleased to choose 5 of that number or otherwise 5 out of a list of 24 substantial Persons hereunto annexed, who are Perfectly acquainted with our Laws and customs when this cause came first before the Court, Mr. Deveil desired his honour to have it left to arbitrators his Honour sent for your Petitioners and ordered that it should be so: but when your Petitioners told him, that it could not be so well decided that way and desired that it might proceed in Court, his Honour consented to it from which time your Petitioners have been at Considerable expences in the prosecution of this affair.

Your Petitioners therefore most humbly entreat your worship &ca to decide the matter in Court or otherwise to choose 5 Persons as abovementioned, by whose award your Petitioners will readily abide.

And your Petitioners as in duty bound shall ever pray &ca.

A List of 24 Persons following.

Ragoor Verague Chitty	Ederaja Modelare
Payanore Padu Chitty	Sande Woodundee
Ecot Rangapah Chitty	Numbermoll Verague
Nairo Cashava Chitty	Sundepah
Mullanche Vencatashem	Chilumbra Chitty
Orgunte Rangapah	Anuntiah
Goode Subana	Devadory Rama Chitty
Pillapalum Balugruapah	Conde Chitty
Elama Vencatadry	Vaudapulle Kistnamah
Gopaloo Kistna	Devoroy Modelare
Elama Tagapah	Duny Chitty Paupia
Manivauk Chinna Tomby	Rangamar Rangapah Chitty

JOHN RUSSELL. *Atty.*

...

APRIL 28 1741.

TO THE HONBLE THE MAYORS OF MADRAS-PATNAM.

Humbly complaining sheweth unto this Honourable Court your Orator Ismael Labee merchant of Madras that Moota Marr Chitty, Cossem Labbee and Ninah Ahamud all merchants of and now Living and residing in Madras they having had Divers and sundry Dealings with your Orator and they having occasion for a sum of money did Jointly and severally apply to your Orator for the Loan thereof whereupon your Orator did advance and lend unto the said Moota Marr Chitty Cossem Labbee and Sandeapah Labbee the full and Just sum of six Hundred and thirty Pagodas Current of Madras which in sterling money of Great Britain allowing eight shillings for the Pagoda amounts to one Hundred and Fifty two pounds or thereabouts, and your Orator shews that as a security for the Repayment of said money they the said Moota Marr Chitty, Cossem Labbee and Sadiapah Labee, did Jointly and separately wright sign and give unto your Orator one bond note or obligation bearing date in Fort St. George the seventh May 1739 Promising thereby to pay the said money on Demand together with Interest with Interest [sic] after the rate of nine p Cent p annum as will appear by the original bond now in your Orators Custody and ready to be Produced as this Honourable Court shall Direct.

And your Orator shews that your Orator his [sic] frequently applyed himself to the said Moota Marr Chitty &ca for Payment of said money and your Orator shews that Moota Marr Chitty has paid at several payments to the amount of one Hundred Pagodas for which very sum he the said Moota Marr Chitty has Commenced

a suit in this Honourable Court against your Orator he Pretending the same was borrowed, so that there remains Due to your Orator on account of said bond the sum of Five Hundred and thirty Pagodas Exclusive of Interest which sum your Orator has frequently Demanded without effect To the end therefore that the said Moota Marr Chitty Cossem Labbee, Sandiapah Labbee may upon their Corporal oaths true and Perfect answer make to all and every the matters aforesaid as fully trully to all Intents and Purposes as if the same were here again repeated and Interrogated and be Decreed to pay your Orator the said five Hundred and thirty Pagod^s. together with such Interest as shall become due thereon and that your Orator may have such further and other relief in the Premises as shall be agreeable to equity and good Conscience.

JOHN RUSSELL *Attorney for the Complainant.*

Jur in Cur
14TH JULY 1741.

THE ANSWER OF MOOTA MARR CHITTY merchant of Madras Defendant to the Bill of Complainant of Ismael Labbee of the same place merchant Complainant.

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the manifold Errors uncertaintys Insufficientcys and untruths in the said Bill of Complaint contain'd for answer thereunto or unto so much thereof as this Defendant is advis'd materially Concerneth this Defendant to answer unto he this Defendant answereth & saith.

That this Defendant acting as a broker for Nina Mahamud the said Nina Mahomud Labbee desired this Deft. to accompany him and Gossam Labbee to the House of the Complainant which this Defendant accordingly did and when they came there Nina Mahomed Labbee and Gossam Labbee did request the Complainant to Lend them the Loan of Pagodas six Hundred and thirty which the Complainant agreed to Do in two or three Days and Desired them to call again about that time which they accordingly did and took this Defendant along with them, the bond was Drawn and the Complainant said to Nina Mahomed Labbee you may as well Let your merch^t. sign the bond along with you, which this Defendant at the request of nina Mahomud Labbee did and this Defendant further shews unto this Honourable Court that some time after the Transactions above recited Happened the Complainant having occasion for a sum of money did apply to this Defendant for the Loan of one Hundred Pagodas Promising to Pay the same with Interest in one month from that time upon which Terms this Defendant Lent the Complainant the sum requested some time after which the Complainant Having some Disputes with Nina Mahomud Labbee and Gossam Labbee they at Last agreed that their Dispute shou'd be Decided by the Governour and they accordingly made their Case known unto the Governour who was pleas'd to order Nina Mahomed Labbee and Gossam Labbee to give the Complainant fresh security Exclusive of this Defendant which they accordingly did by mortgageing a ship unto the Complainant for the whole sum by them Borrowed, so that of course the Former bond must be Cancell'd and this Defendant desired it might be Deliver'd up and the Complainant promised it sho'd as soon as his Canacopala return'd from Publication in whose Possession the bond then was and this Defendant several times Demanded the Hundred Pagodas Lent by this Defendant to the Compl^t. which he Promis'd to pay from time to time for a Great while at Last this Defendant Finding there was nothing to be Done with the Complainant by Fair means was obliged to make his application to this Hoñoble Court for releif, all which matters and things this Defendant is ready to averr maintain and prove as this Hoñoble Court shall please to Direct and Humbly Prays to be hence Dismiss'd with his Reasonable Cost and Charges in this behalf most wrong fully sustain'd.

WILLIAM DUMBLETON. *Atty for the Deft.*

Jur in Cur.
21st. JULY 1741.

THE JOINT answer of Gosham Labbee and Nina Ahamud Merchants of Madras to the Bill of Complaint of Ishmael Labbee of the same place merch^t. Complainant.

These Defendants saving and Reserving to themselves all manner of Benefit and advantage of exception to the many errors uncertainties and imperfections in the said Bill Contained for answer thereunto or to so much thereof as these Defendants are advised doth materially Concern them to make answer unto they these Defendants answer and say That they admit, that being indebted upon Bond the sum of six Hundred and thirty Pagodas (630) to Adam Bauba and Chinuda Marcar, the Complainant engaged to Discharge the same upon which account these Defendants together with Moota Mar Chittee gave him an Interest Bond of the same time requesting him to get the original Bond and Deliver it to them. The Complainant promised to do it and has since obtained it, but never Delivered it to these Defendants a short time afterwards a ship belonging to these Defendants had the misfortune to be drove on shore at Chickeracode about which time one of these Defendants Gosham Labbe being indebted to Adam Labbe of St. Thoma in the sum of three Hundred and seventy Pagodas the said Adam Labbe and the Complainant urged these Defendants for payment and Carried these Defendants before the Governour and obliged them to sign two seperate Bonds on [sic] for 700 Pagodas the other for 300 P. the 700 Pagodas Bond was signed by Gosham Labbe to the Complainant and Adam Labbe; the 300 Pagodas Bond by Nina Ahamud to the Complainant only in these Bonds the Defendants mortgaged the ship aforesaid, one of the Conditions of the said Bonds is, that the Creditors are to bring the ship to this Port paying the Present Charges, at her arrival the same to be sold and out of the Produce the Creditors to be first paid, both the Bonds and Charges and the Remainder to be Devided pro rata among their other Creditors upon signing these Bonds the Creditors (Adam Labbe and the Complainant) promised to return the other Bonds to these Defendants but put them off from day to day and went to Chickeracode, where the Pullegar refused to Deliver the said ship These Defend^t. went thither likewise, and it was agreed upon between the Pullegar and Labbe, that the ship should be Delivered on paying the said Pullegar 135 Pagodas but Adam Labbe having no money gave the Pullegar a bond for that sum and then took possession of the ship the said Adam Labbe, Left the Defendants there and came to Madras on pretence to get anchors and Cables, and returned not for three months in which space the said ship was afloat thrice, and if assistance had been ready might have been got off at Last he arrived with eight Lascars and one Cable only the Lascars staid no longer than four days for want of due encouragement and these Defendants tired out with such unfair practices came away leaving the Defendant Gosham Labbe's Father behind Adam Labbe came away likewise leaving his servants there and staid at Pullicate where he met the Complainant and they two wrote to the said servants an order to break up the said ship the Defendant Gosham Labbe's father heard of this Letter and procured it & brought it to this place when Adam Labbee arrived in this place these Defendants went to him and the Complainant and told them that the ship was worth about 4000 Pagodas and carried them before the Governour; who ordered both Parties to sign a Penal bond for arbitration, which was done accordingly the arbitrators met several times and examined witnesses and were ready to give and award when the Complainant Contrary to his obligation commenced this suit. These Defendants, as above, acknowledge the Debts but humbly hope this Hoñble Court will oblige the Compl^t. to come to a fair acco^t. in which there stands so Considerable a ballance on their side all which matters and things these Defendants are ready to aver maintain and Prove as this Hoñble Court shall award and humbly Pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

HENRY DEVEIL. *Attorney for the Defend^t.*

The Replication of Ismael Labbe.

The Reioynder of Mootamarr Chittee } GENERAL.

The Reioynder of Gossam Labbe General.

JULY 21ST. 1741.

TO THE HONOURABLE THE MAYORS COURT OF
MADRAS PATNAM.

HUMBLY COMPLAINING sheweth unto this Hoñble Court your Orators Gossham Labbee Nina Ahamud both Merchants of and now residing in Madras having occasion for a sum of money your Orators did apply to one Ishmael Labbee and St. Thome Adam Labbee for the Loan thereof whereupon the said Ishmael Labbee and Adam Labbee did jointly take upon them to Pay a Certain sum of money to the amount of one Thousand Pagodas (1000) for and on account of your Orators to Two of your Orators Creditors and your Orators thereupon did sign and Execute two bonds to the said Ishmael Labbee and Adam Labbee one bond for the sum of seven Hundred Pagodas (700) the other for three Hundred Pagodas, at the same time desiring your Orators original bond might be Deliver'd up to your Orators which the said Ishmael Labbee and Adam Labbee Promised but never Performed, about this Time your Orators having a new ship lately drove on shore at a place Called Chickeracode your Orator for security of the aforesaid sums did mortgage the said ship and agree that the said ship should be sold for Benefit of your Orators Creditors in General whereupon the said Ishmael Labbee and Adam Labbee repaired to where the ship lay took Possession thereof and broke her to peices though the said ship was several times afloat and by Being brought to this place might have sold for upwards of Pagodas 2500 Which price your Orators were offered and refused to take in this place and your Orators shew the said ship by name Fatteeraham was totally broken to Peices and carried away in so much that your Orators could never obtain any account thereof whereby your Orators sustain a Loss to the Value of the said ship and stores Which cost your Orator Gossham Labbee Four Thousand Pagodas (4000) and your Orators shews they have frequently in the most friendly manner requested the said Ishmael Labbee and Adam Labbee would Give your Orators a fair account sales of the said Vessell so carried away without the consent knowledge or order of your Orators.

Now so it is may it Please this Hoñble Court the said Ishmael Labbee and Adam Labbee absolutely refuses to Give your Orators any satisfaction in the Premises To the End therefore that the said Ismael Labbee and Adam Labbee may upon their Corporal oaths 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 were here again repeated and Interrogated and that the said Ismael Labbee and Adam Labbee do in their answer sett forth and shew a particular account sales of said ship or how the Materials thereof is disposed off and that the said Ismael Labbee and Adam Labbee may be Decreed to deliver up to your Orators the original bond which he the said Ishmael Labbee Engaged to Pay off for and on account of your Orators as also to Pay your Orators the Price your Orators were bid for the said ship being Two Thousand and Five Hundred Pagodas (2500) and that your Orators may have such further and other Relief in the Premises as shall be agreeable to Equity and Good Conscience.

HENRY DEVEIL. *Attorney for the Defend^t.*

SEPT^R. 8TH. 1741.

The Joint and seperate answers of Ishmael Labbee and Adam Labbee Defendants to the Bill of Complaint of Gossham Labbee and Nina Labee Complainants.

These Defendants now and at all times hereafter saving and reserving to themselves all and all manner of Benefit and advantage of Exception to the manifold errors Imperfection Incertaintys Insufficiencys and untruths in the Complainant said bill of Complaint contained for answer thereunto or to so much thereof as these Defts. are advised do materially Concern them to make these Defendants answer and say That these Defendant Deny the Complainant ever

applied themselves to these Defendants for the Loan of any money But say that in July Anno Domini one thousand seven Hundred and thirty Nine the Complainant came to these Defts. and told them that their ship was run ashore at Chickera-codee therefore desired these Defendants to defray the Charges of Bringing her off and that the Complainants would repay whatever sums of money these Defendants should be at in so doing or endeavour my so to do and would further Pay unto these Defendants the sum of six Hundred and Thirty (630) pagodas that Gossham Labbee Mootoo Mar Chitty and Nina Mahomud were Indebted to Adam Bauba and Chenada de Marcon on bond, as also three Hundred and eighty five (385) Pagodas that Gossham Labbee was Indebted to the Defendant Adam Labbee in all one thousand and Fifteen Pagodas for the Payment of which together with the Charges should be at in and about the recovery of the said ship the Complainants did agree to give and did accordingly give unto these Defendants the Two following agreement viz. Gossham Labbee gave an agreement to these Defendants for the sum of seven Hundred (700) Pagodas and for the other three Hundred and Fifteen (315) Pagodas the remainder of the said one thousand and Fifteen (1015) Pagodas the said Nina Mahomud gave an agreement to Ishmael Labbee and by the said agreement it was further stipulated that the Complainant should more over reimburse what ever Charges these Defendants should be at in bringing her out to sea and in Case the said ship could not be brought off yet and Nevertheless the Compls. obliged themselves to Pay unto these Defendants the said sum of one thousand and Fifteen (1015) Pagodas in the manner as aforesaid together with all such Costs and Charges as should be sustained by these Defendants in endeavouring to bring the said ship off to sea but these Defendant deny that they ever Promised to Deliver up any former Bonds or security or ever so much as mentioned any such or that the said ship was ever mortgaged to these Defendants as by the Translates hereunto annexed will more fully and at Large appear and these Defendants say that on the aforesaid consideration these Defendants did hire a paddy Boat in Saint Thomâ Rod [sic] providing her with stores, Provisions a mate Caulker, Smith, Syrang, twenty Lascars and money for her Expences and sent the Complainant Gossham Labbee and his Father to the abovementioned Chickeracodee, the Defendant Adam Labbee accompanying them, in order to recover the said Vessell and bring her out to sea at their arrival at Chickeracodee they Presented the Puligar of the Place the sum of one Hundred and Thirty (130) Pagodas to obtain Liberty to carry her off to sea and then fell to work useing all Possible way and means to bring her out to sea but all Proving Ineffectual the said Pulligarr advised them to break down the Round House which he said might render the ship more easy to be recovered the Complainant Gossham Labbee his Father and the Defendant Adam Labbee aproving of the Pulligars advise agreed to the Breaking down the Round House but all would not do so that all the Labour and Pains that had been taken to effect her recovery Proving to no Purpose they sent the said Boat back with four new planks only which said planks these Defendants do verily believe may be worth about 7 or 8 Pagodas and are now at St. Thomâ under the Charge of the Defendant Adam Bauba but these Defendants do Positively deny that the said ship was ever afloat or that it was Possible to bring her to Madrass as the Compls. in their said bill most falsely sugest [sic] and these Defendants say that after the sending the said Boat away the said Gossham Labbee, his Father and Adam Bauba returned by Land and these Defendants say that the Charges these Defendants were at in endeavouring to recover the said ship amount to Two Hundred and seventy nine Pagodas thirty one Fanams and Forty Cash (P 279. 31. 40) the Present to the Pulligar included and these Defendants say that the Complainants have neither Paid the said one thousand and fifteen Pag^s. or the charges of Two Hundr^d. and seventy Nine Pagodas thirty one Fanams and Forty Cash as by the said agreements they obliged themselves to do and these Defendants deny that they know of any account sales or that they have sold any of the ships stores or know any more than they have hereinbefore set forth all and singular which matters and things these Defend^{ts}. will averr maintain and Justify as this Hoñble Court shall award and humbly pray to be hence dismissed with all Reasonable costs and Charges in this behalf most wrongfully sustained.

JOHN RUSSELL *Atty for the Defendant.*

MADRAS JULY 25TH. 1739.

We Gose Mahomud Lubba and Nena Ahamud Lubba Being Indebted to Esmah Lubba of Madras & Adambava Lubba of S^b. Thome the sum of seven Hundred Pagodas and also sum laid out by the aforesaid Esmah Lubba and Adumbava Lubba to defray the Charges of geting of four ship which was drove on shoar at Seagracodee and for the Payment of the aforesaid sum of seven Hundred Pagodas and what other money has been laid out by them for the use above mentioned we the said Gose Mahomud Lubba and Nina Ahamud Lubba do jointly Promise to pay the same out of the produce of said ship which shall be sold when safe arrived at Madras and we do hereby further declare that no other Creditors what ever shall be paid out of the Produce of said ship untill what may be due the aforesaid Esmah Lubba & Adumbava Lubba be fully discharged, but in Case the said ship should not arrive safe at Madras then the said Esmah Lubba & Adumbava Lubba their Debt to be reckoned on the same footing and be paid as other Creditors.

drawn by

POOSPAVANAM.

Signed

GOSE MAHOMUD.

WITNESS

SUMADRUE

& MADANA GOPAUL

Translated from a Cadjan I R N^o. 1.MADRAS JULY 25TH. 1739.

We Nena Ahamud Lubba and Gose Mahomud Lubba being Indebted to Esmah Lubba son of Amurcau Lubba the sum of three Hundred & Fifteen Pagodas and also a further sum laid out by the aforesaid Esmah Lubba to defray the Charges of geting off, our ship was drove on shoar at Segracodee and for the Payment of the aforesaid sum of Three Hundred and Fifteen Pagodas and what other money has been laid out by him the said Esmah Lubba for the use above mentioned We the said Gose Mahomud Lubba and Nina Ahamud Lubba do Promise to pay the same out of the Produce of said ship which shall be sold when safe arrived at Madras but if the produce of said ship should not be sufficient to Discharge this engagement in such case, the remainder part to be made good by the aforesaid Nina Ahamud Lubba & We do hereby further declare that no other Creditors whatever shall be paid out of the produce of said ship untill what may be due to the aforesaid Esmah Lubba be fully discharged but in Case the said ship should not arrive safe at Madras then the said Esmah Lubba his Debt to be Reckoned on the same footing and be paid as other Creditors.

WITNESS

SUMADEUE

& MADANA GOPAUL

Translated from a Cadjan I R N^o. 2.ROB^t. SLOPER. Exam^t.

drawn by

POOSPAVANAM

Signed NINA HIS AHAMUD MARK.

19TH. JANUARY 1741/2.

THE REPLICATION of Gossaham Labbee and Nina Ahamud Merchants of Madras Cross Complainants to the Joint answers of Ishmal Labbee and Adam Labbee of the said place cross Defendants.

The said Repliants saving and reserving to themselves all manner of Benefit and advantage of exception to the manifold Errors untruths insufficiencys of the Defendants said answers for Replication thereunto saith that all and singular the said matters and things in these Repliants said Bill Contain'd are true as the same

are therein alledged and that the answer of the Cross Defendants to the said bill are very untrue Imperfect and Insufficient to be replied unto for these Repliants saith these repliants are Greivous sufferers for the severals [sic] reasons sett forth in these Repliants cross bill as also for that these Repliants are sued by the Present Cross Defendants for Pagodas (1015) Whereas before these Repliants can be Lyable to the Payment of such money they the Cross Defendants should have paid the above sum for and on behalf of these Repliants according to these Contract and for which reason new and fresh Bonds where Given by these repliants to the Cross Defendants who Promised to Deliver up the old Bonds on receipt of the new ones so that these repliants require the old bond to be Delivered up Before the new ones are paid otherways these Repliants are Lyable to pay twice for one and the same bonds this is one point in which these Repliants are agreived the next that the Cross Defendants have Broken to peices and Caried away the Large Vessell sett forth in these replia^{ts}. Cross bill and refuse to Give any account thereof tho these Repliants will prove the said ship was Broken to peices by the Cross Defendants orders Carried away by [the] Cross Defendants Vessell to several places Contrary to these Repliants knowledge Con[sent] or order for tis Evidently by the Contracts annex to the proceedings that the Cross De[ffendants] Particularly Ishmal Labbee took Charge of these Repliants Vessell in order to Bring h[er to] Madras and where she was to be fairly sold which might have been Done even by Bringing the Peices which was Carried Elsewhere should the Cross Defendants urge that she became a wreck and that the country Pulligar Claim'd her as his right must be falce for they acknowledge and Charge these Repliants in their answers with a present to the Pulligarr of Pagodas 130 which if Given or not no body knows and if given it was never body [sic] these Repliants order and if realy Given it is surely reasonable these Repliants should be Put in Pocession [sic] of the said Vessell in some shape or other or otherways why should wee be charged with 279 Pagodas wherofe [sic] no account particulars are Given which these Repliants Desire may be annex to the Cross Defendants rejoinder and which ought to have been annex to thire [sic] answer under oath for these Repliants absolutely Denys the same and believes it is unpossible so much money should be fairly spent when the Vessell was never Gott off as they aver in thire [sic] answer if so why should these.

Repliants pay a Present to the Pulligar	...	...	130	Pagodas
Charges nowhere appearing	...	...	149	Pagodas
in all Pagodas	...	...	279	31 40 [sic]

when these Repliants have never seen the Vessell or any Part of her nor had any acco^t. Particulars of such charges under oath or other were nor has the Cross Defendants Ever paid off the bond for which they now sue these repliants and this Repliants is ready to aver maintain and prove the same as this Honourable Court shall Direct and humbly Prays as in and by these Repliants said bill is allready Pray'd.

HENRY DEVEIL *Att^o. for the Cross
Complttis and original Defendants.*

REIOYNDER GENERAL.

INTERROGATORIES to be Exhibited to such Witness as shall be Produced sworn and Examined on behalf of the Defendant in a Certain Cause wherein Gossem Labbee is Plaintiff and Ismael Labbee and Adam Labbee are Defendants.

TO ALL THE WITNESSES Do you know the Partys Plaintiff and Defendants in this Cause how long have you known them or either and which of them Declare.

To Malim Abdullah Pilot. Did either of the Defendants and which of them hire you to go to Chickeracode to take Care of a ship how long was it ago and who did the ship belong to did you go to said ship if yea who went with you and in what plight did you find said ship Did you do your Endeavour to save or recover said ship, and what effect had your Endeavours to Recover said ship did the Governour of the place Interfere in the recovery of said ship Either by his advise or assistance if yea what assistance did to give you and was his advise did you acquaint any Persons with the advise the Gov^r. gave you who, or did any other Person acquaint any Persons with the advise the Gov^r. gave if yea who was the Persons so advised, who was the Person advising and what was the said Persons answer did you follow the Gov^r. advise if yea what was your Incess Declare.

Caddaband overseer of the Workmen, Siddaloo, Ishvariah and Chevery Moota did you at any time and when go to Chickeracode to Endeavour to save a ship run on shore who Employed you did you go by Land or sea who, went with you in what condition did you find said ship did you Endeavour the Recovery said ship what success did your Endeavours meet with had you any advise or assistance from the Gov^r. of what kind was his advise or assistance did you acquaint any Person with the Gov^r. advise or assistance who was the Person advised and what was his answer was the ship at Last got off or broken up if the Letter what went with the planks and Iron work who went away when said ship was broke up and who stayed behind was the Defendant Ismael Labbee in Company with you at any time saving said ship at Chickeracode say and Declare all that you know.

Gajaloo Mootaloo Do you Remember to have been at Chickeracode when Gossam Labbees ship was there on shore, was any of your Lascars sent for to assist at the Getting of the said ship what success had your Lascars with the other assistance in getting of said ship did any of you acquaint Adam Labbee in what plight or condition the said ship then was if yea what was Adam Labbees answer did any body and who order the ship to be broke peices, Do you know what went with the Plank Timber and Iron of s^d. ship if yea Declare.

To all the Witness Do you know of any other matter or thing that may be of service to the Defendant in this Cause Declare.

JOHN RUSSELL *Atty for the Defendants.*

MAYORS COURT AT
MADRAS PATNAM.

Between Gossam Labbee Complainant & Ismael
Labbee and Addam Labbee Deft.

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

MAULIM ABDULLAH PELOT of St. Thoma aged 80 years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 25th. day of April 1742 shewn at the office of M^r. Henry Deveil attorney for the Complainant by Connecapah who left a note of the name Title and place of abode of the said Maulim Abdullah 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 Compl^t. 8 years and the Defendant 20 Years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that neither of the Defend^{ts}. did hire him to go to Secracodee but that Adam Labbee did ask his Master (One Ismael Labbe at Pegue) Leave to take this Deponent with him to Secracodee to take care of a ship (belonging to Gossham Labbee three years since or thereabouts to the best of this Deponent Remembrance and this Deponent saith that Gossam Labbee went with them and some others of whom this Deponent had no Certain knowledge he further saith when they arrived they found the ship aground that they attempted together off but their endeavours proved in effectual

and this Deponent also saith that the Chief of the Pollegars assisted them with Cooleys to forward their attempts but finding the ship irrecoverable afterwards advised Gossahm Labbee to brake her up who acquainted Adam Labbee with the Chiefs advise but Adam Labbee replied that he could make no answer to such Proposal but that he might do as he pleased and this Deponent saith that the Chiefs advise was followed and the ship broke up when this Deponent Adam Labbee departed and went to Pullicatt and further this Deponent knoweth not or can say to this or the last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

THE NAME OF MAULIM ABDULLAH.

CADDABAND of Madras an overseer of workmen aged 52 years or thereabouts being produced as a Witness in this cause on the part of the Defendant and afterwards being sworn & examined deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 3 years and the Defendant Ismael Labbee 3 years & Adam Labbee 20 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith that Adam Labbe employed him about three years since to go to Secracodee to assist in getting off a ship run ashore that he went by land with Isvariah Chevory Mootu and Two more of whom he had no knowledge he further saith they found the ship sunk six or seven feet in the sand of which they endeavoured to Clear her but in vain the said returning afast as they removed it and this Deponent further saith that the Chief of the Pollegars assisted them with Cooleys by Gossham Labbees desire but finding their endeavours had no Effect advised Gossham Labbee to brake up the ship of which Gossam Labbee acquainted Adam Labbee who being some what disordered shortly replied you may do as you please and this Deponent saith That the ship was broke up and the Planks and Ironwork was brought and laid on the shore after which Adam Labbee and the Pilot went away but this Deponent stayed two days then Gossam Labbee came with him and left his father behind and this Deponent also saith that he does not Remember to have seen Ismael Labbee at Secracodee while this Deponent Present and further this Deponent saith not to this or the Last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

THE MARK OF CADDABAND.

SIDDALOO of St. Thoma Pune aged 30 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 Compl^t. 3 years and the Defendant Adam Labbee 10 years but hath no Certain knowledge of Ismael Labbee.

3^d. To the third Interrogatory this Deponent saith that he did go to Secracodee to assist in the Recovery of a ship that was stranded there and that Adam Labbee employed him he further saith that he went by land and that Isvariah, Gangaloo and Chevory Mootoo went with him when they compassed Secracodee they found the ship aground which they attempted to Recover but being sunk so deep in the sand their endeavours had no effect afterwards this Deponent saith that Gossham Labbee went to the Chief of the Pollegars but what then Passed between them this Deponent knoweth not being not Present but saith that Gossam Labbee returned with Cooleys and asked Adam Labbee whether they should brake up the ship who answer'd that he might do as he pleased that his disorder at that time rendred him incapable of any other answer to a question of so great importance and this Deponent further saith that the ship was broke up that the Materials were brought and laid on the shore when this Deponent immediately Returned and left them all and this Deponent also saith that he does not remember to have seen Ismael Labbee Present while he was there and further this Deponent knoweth nothing material in this Cause.

JOSEPH GITHIN. *Exam^r.*

THE MARK OF SIDDALOO.

ISHAVARIAH of St. Thoma Cooley aged 70 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 and Defendant Ismael Labbee 3 years and Adam Labbee 20 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith that he did goe to Secradee about three years agoe by land with Siddaloo Chevory Mootoo and his Brother and that Adam Labbee employed him he further saith that they found the ship aground which they endeavoured to gett off but without success afterwards this Deponent saith that Gossam Labbee and his Father went to the Chief of the Pollegar & returned with assistance but finding that there was no Possibility of recovering her the Chief of the Pollegars advised Gossam Labbee and his Father to brake her up who asked Adam Labbee's Consent but he answered that he had nothing to do with it that if they wanted money for the expence of Cooleys he would supply them and this Deponent saith that the ship was broke up and the materials brought ashore when this Deponent Left them and that Adam Labbee followed him the next day he further saith that he does not Remember to have seen Ismael Labbee at the time he was employed Concerning the s^d. ship and further this Deponent knoweth not or can further say any matter or thing material.

JOSEPH GITHIN. *Exam^r.*

THE MARK OF ISHAVARIAH.

CHEVORY Moota of St. Thoma Cooley aged 24 years or thereab^{ts}. 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 knoweth the Parties and hath so known the Complainant and Defendant Ismael Labbee 3 years and Adam Labbee 20 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith that he went to Secracodee that Adam Labbee hired him to go the other about three years agoe to assist in the recovery of a ship run ashore and that he went by land with Isvariah Siddaloo and Two more and this Deponent saith that they found the ship sunk deep in the sand of which they endeavoured to clear her but in vain and this Deponent further saith that Gossam Labbee went to the Chief of the Pollegars who granted him assistance and afterwards perceiving that their attempts were in effectually advised Gossam Labbee to break her up which was followed (without Adam Labbee Consent) and the Materials brought ashore and this Deponent saith that he Left the place immediately the ship was broke up what afterwards passed this Deponent knoweth not nor does this Deponent know who Left the place or continued after his Departure he further saith that Ismael Labbee was not there while he was employed and further this Deponent saith not.

JOSEPH GITHIN. *Exam^r.*

THE MARK OF CHEVORY MOOTOO.

GAIALOO MOOTALOO of Madras Firewood Merchant aged 36 years or thereabouts being produced as a Witness in 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 knows the Compl^t. and Def^{ts}. in this cause and hath so known them for 3 years or thereabouts.

4th. To the fourth Interrogatory this Deponent saith that he was at Secracodee when Gossam Labbees ship was run ashore there he further saith that the Chief of the Pollegars took this Deponent Lascars away by force and oblige them to assist in the recovery of the said ship but this Deponent saith that neither his Lascars nor all their other assistance had success in their attempts he also saith that neither himself nor any of his People (to his knowledge) did acquaint Adam Labbee in what plight the ship was nor does this Deponent know who ordered the ship to

be broke up but saith that he knoweth the ship was broke up and that the planks Timbers and Iron work was brought ashore and further this Deponent knoweth not or Can say any matter or thing material in this cause.

JOSEPH GITHIN. *Examr.*

THE NAME OF GAIALOO MOOTALLOO.

INTERROGATORIES to be administered to such Witness as shall be produced sworn and examined on the Part and behalf of the Defendant in a Certain Cause wherein one Ismael Labbee is Complainant and one Moota Marr Chitty Defendant.

1st. To all the Witnesses Imprimiss Do you know the Parties Complainant and Deft. in this Cause or either of them and how Long have you known them or either of them and which of them Declare.

2^d. To Gossam Mahomud Labbee Item Do you know y^t. there was an obligation sign'd by the Defendant to the Complainant what was the obligation so sign'd on what account did the Defendant sign it what valuable consideration did the Defendant Receive for signing was the Valuable Consideration for signing the said bond paid to the Defendant specie or in what other manner was it paid Declare.

3^d. To all the Witnesses Item Do you know 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 Beleive with the reasons of such your knowledge or beleif Declare.

WILLIAM DUMBLETON. *Atty for
the Defendant.*

MAYORS COURT AT
MADRAS PATNAM.

Between Ismal Labbee Complainant & Moota-
marr Chitty Defendants.

DEPOSITIONS of Witness in this Cause taken by & before the Examiner in this Court as follows.

GOSSAM MAHOMAUD LABBEE of Madras Merchant aged 25 years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 22^d. day of April 1742 shewn at the office of Mr. John Russell attorney for the Complainant by Connecapa who Left a note of the Name Title and place of abode of the said Gossam Mahomaud Labbee & 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 Compl. 3 years and the Defendant 4 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith he knoweth that the Defendant signed an obligation Given by this Deponent and Nenah Aggah Mahomaud for six Hundred and thirty Pagodas to Ismael Labbee who was bound to Adam Bauba for the said sum on their account but the said Ismeal Labbee not thinking their signing alone sufficient insisted on some other persons sign with theirs as security they therefore prevailed with the said Defendant who (being at that time employed in their service and knowing that they had sufficient effects on board their ship) signed without any Valuable consideration or requiring any and further this Deponent saith not to this Interrogatory But to the Last this Deponent saith that the said Adam Labbee sometime after complained to the Honourable Richard Benyon Esq^r. concerning the money due to him from this Deponent & the said Nenah Aggah Mahomud and this Deponent saith that the affair was then made up and agreed on that the said Bond to which the Defendant signed with one other (given by them to the said Adam Labbee for three Hundred and eighty five Pagodas) should be cancelled and Two Given for the whole amount of one Thousand and Fifteen Pagodas which this Deponent saith was then Given and further saith not to the Last Interrogatory.

JOSEPH GITHIN. *Examr.*

THE NAME OF GOSSAM LABBEE.

INTERROGATORIES to be administered to such Witnesses as shall be Produced sworn and Examined on Part and behalf of Gossam Labbee Cross Complainant in a Certain Cause wherein one Adam Labbee is original Complainant and the said Gossam Labbee is Cross Complainant.

Imprimiss Do you know the Partys Complainant & 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^d. To NORRAINAH CHITTY Conecopler to the Pollegar before Examin'd Do you know or did you see the Cross Complainants Vessell when ashoar if yea where & at what Place was the [*sic*] Lost, who Broke the said ship to Peices, and by whose order & by whose servants was y^e. said ship Broken, who Carried away the Materials of the said ship what means was used and How many Trips was made to Carry away the Peices of the said ship what Became of the said Peices and where was they Carried to Declare and what more Do you know of this affair Declare all you know have heard or do believe did the original Complt. Adam Labbee ever offer you any Present if yea what did he offer you & for what reason Declare.

3^d. To Ishmall & Meerambee Item Do you know who Carried away the materials of the Cross Complainants ships Do you Remember what Quantity of Materials was Carried away if yea set forth How or by what means was the same Carried away who's Vessells or Boats did fetch or Convey the same away, and by whose Particulars order, where was such Vessells carried with such materials, and what use was made of such materials and what was the reason and who's fault was it the said ship was not Gott of when run aground Declare.

Item Do you know or can you say any other matter or thing Matterial for the Complainant Gossam Labbee in this Cause if yea sett forth the same as you know have heard or Do Beleive with the reasons of such your knowledge or Beleif Declare.

HENRY DEVEIL *Attorney for the Cross Complainant.*

MAYORS COURT
AT MADRAS PATNAM.

Between Ismal Labbee & Adam Labbee Complt.
and Gossam Labee.....Defendant.

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

NORRAINAH CHITTEE Conecopley to the Pulligarr at Secracodee aged 40 years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 27th. day of March 1742 shewn at the office of Mr. John Russell attorney for the Complainants by Conecapa who Left a note of the name Title and place of abode of the said Narrainah Chittee & afterwards on the same day being sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the Complt. and Defendant and hath so known them 2 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he did see the Defendants Vessell ashore at Secracodee he further saith that Adam Labbee's servants broke the said Vessell to Peices by their Masters orders and that the said Adam Labbee sent away the Materials of the said ship in a sloop and a Long Boat at once to Pullicatt and this Deponent also saith that Adam Labbee offered to make him this Deponent a Present of a Cloth and Turbit to provide Cooleys to bring the Materials ashore and further this Deponent saith not to this or the Last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

THE NAME OF NORRAINAH CHITTY.

Ishmall Lascars formerly belonging to Gossam Labee's ship aged 30 years or thereabouts being produced as a Witness in this cause on the part of the Defendant, and being sworn & examined Deposeth as follows.

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

3^d. To the third Interrogatory this Deponent saith that Adam Labee took away the Materials of the said Defendants ship Part of which this Deponent Particularly Remembers was new Planks what other materials were taken this Deponent cannot Recollect but this Deponent saith that the said Adam Labee sent away all the materials Belonging to the said sloop in a sloop and along Boat (which this Deponent supposes to be his own) to St. Thoma what afterwards became of the said Materials this Deponent cannot say and this Deponent also saith that the said ship might have been gott off when run aground had there been anchors and Cables which Adam Labee Promised but Neglected and further this Deponent saith not.

JOSEPH GITHIN. *Exam^r.*

THE MARK ISHMALL.

MEERAMBEE Widow to the Syrang belonging to the Defendants ship aged 50 years or thereabouts being produced as a Witness in this cause on the part of the Defendant and afterwards being sworn & examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that she knoweth not the Compl. Ismall Labee but that she hath known Adam Labee and the Defendant Gossam Labee from their Childhood.

3^d. To the third Interrogatory this Deponent saith that she knoweth that Adam Labee took away the Materials of the Defendants ship and she did see his servant by his orders Carry away some new plank a Boat, water tubb two Garse of Rice and other materials that has slipt this Deponents memory she further saith that the said Materials were Conveyed in Adam Labee's sloop and Long Boat (by his orders) to St. Thomas what afterwards became of them she knoweth not and this Deponent also saith that it was Adam Labees fault that the ship was nott gott off when run aground through his Neglect in providing anchors and Cables and further this Deponent saith not.

JOSEPH GITHIN. *Exam^r.*

THE MARK OF MEERAMBEE.

INTERROGATORIES to be administer'd to a Certain Witness as shall be Produced sworn and Examined on Part and behalf of the Deft. in a Certain Cause Wherein one Gossham Labbee is Defendant and one Ishmall Labbea is Plaintiff.

To DOLLAWAY Chadeapah Rady *Imprimiss* Do you know the Partys 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^d. Item To what Country Do you belong or reside in what Capassity [*sic*] or station Do you act when there Do you know the Defendant Lost a ship if yea where was such ship stranded who Broke such ship to Peices how was the Peices or Hull Carried away by whom or by whose orders was they so Carried and by what means and assistance was there a Boat with the said ship if yea what became of that Boat if sold who sold her and for How much or what Do you think she was worth if sold in Madras Declare.

3^d. Item Do you know or can you say any matter or thing material for the Defendant more in this Cause if yea sett forth the same as you know have heard or Do beleive with the Reasons of such your knowledge or Beleif Declare.

HENRY DEVELL *Attorney for the Defendant.*

MAYORS COURT AT
MADRAS PATNAM.

Between Ismmall Labee Complain^t. and Goss-
ham Labee—Defendant.

DEPOSITIONS of Witness in this Cause taken by and Before the Examiner in
this Court as follows.

DOLLAWAY Chadeapah Reddy of Secracoddee a Chief of the Polligars aged 37
years or thereabouts being Produced as a witness in this Cause on the Part of the
Defendant was on the 24th. day of February 1741/2 shewn at the office of Mr.
John Russell attorney for the Complainant by Connecapa who Left a note of the
Name Title and place of abode of the said Dolloway Chadiapah and afterwards
on the same day being sworn and examined Depose^th as follows.

1st. To the first Interrogatory this Deponent saith that he knows the Com-
plain^t. and Defendant in this Cause and hath so known them 3 years or there-
abouts.

2^d. To the second Interrogatory this Deponent saith that he resides at
Secracodee as a second Chief of the Polligars he further saith that he knoweth
the Defendant Lost a ship in the road at Secracodee and that one Adam Labee
broke the upper part of the said ship to Peices which were Carried away in a
Brigantine by the orders of the said Adam Labee but that the Hull sunk to the
Bottom and this Deponent saith there was a boat belong^g. to the said ship which
the Chief of the moormen there took away by the said Adam Labee's orders this
Deponent cannot say whether it was sold but Beleives it might be worth Twenty
Pagodas at Madras and further this Deponent saith not to this or the Last Interroga-
tory.

JOSEPH GITHIN Exam^r.

The name of Dollaway
Chadeapah Reddy.

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the tenth day of August Anno Domini
1742 Between Ismael Labbee of Madras Mer-
chant Compl^t. and Mootamar Chitty Gossam
Labbee and Nina Ahamud of the same place
also Merchants Defendants.

&

Gossam Labbee and Nina Ahamud of Madras
Merchants Complainants and Ismael Labbee
and Adam Labbee of the same place also
Merchants Defendants.

THESE Cause coming on this day to be heard and Debated before this Court in
Presence of the Parties and their attorneys on both sides, on hearing the Bill of
Ismael Labbee the separate answer of Mootamar Chitty the Joint answer of Gossam
Labbee & Nina Ahamud; The Replication and Reioynders [*sic*] The Bill of Gossam
Labbee and Nina Ahamud, the Joint answer of Ismael Labbee and Adam Labbee,
Two Translate of an agreement bearing date the 25th. day of July 1739. The
Replication and Reioynder 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 It appears to this Court on Perusal of a Decree of
this Court made in a Cause bearing even date herewith, wherein Adam Bauva and
Chimada Marcon are Complainants and the Plts. Ismael Labbee and Gossam Labbee
are Defendants That the Plt. Ismael Labbee has by the said Decree all the Releif
which he in equity could require by this Cause, This Court doth therefore think fit
to order and Decree and doth accordingly order and Decree that the said original
Cause do stand dismissed out of this Court with costs and for as much as the
cross Complainants Gossam Labbee and Nina Ahmud have not made out their

Demands in any manner to the satisfaction of this Court. This Court doth therefore think fit to order and Decree and doth accordingly order & Decree that the said Cross Cause do stand Dismissed out of this Court with costs.

¶ CUR.

NOAH CASAMAJOR.
Regr.

COURT OF APPEALS
AT MADRAS PATNAM.

BETWEEN Gossam Labbee & Nina Ahamud of
Madras Merchants Appellants and Ishmael
Labbee and Adam Labbee of the same place
Merchants Respondents.

This cause coming on this day being Monday the second of May Anno Domini one Thousand seven hundred and forty three to be heard and debated before this Court by the attorneys on both sides upon hearing the Petition of appeal and answer and the several Exhibits of the Honourable the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the Tenth day of August last read and upon due Consideration had of the matters therein severally contained and of the pleadings and arguments used by the attorneys on both sides This Court doth think fit to order and Decree and doth accordingly hereby order and Decree that the Decree of the Honble the Mayors Court given in this Cause do stand confirmed and that the appellants and Respondents do each pay their respective Charges in this Court.

¶ CUR.

GEORGE FIGOT.
Clerk of App^{ls}.

FERRY 23^d. 1741.

TO THE HONBLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY COMPLAINING sheweth to this Honourable Court your Oratrix Estra Gregoria Inhabitant of Madras That Francisco Gregorio Merchant of Madras having occasion for a sum of money did apply to your Oratrix for the Loan thereof whereupon your Oratrix did lend the said Francisco Gregorio the sum of Four Hundred Pagodas Current of Madras as by one bond or obligation bearing date in Fort St. George August the fifth 1741 will more fully appear which Bond your Oratrix has ready to produce for Repayment of which sum it is therein declared that the said Francisco Gregorio made over & mortgaged to Your Oratrix one bond due to him from Joao Ferreira da Silva for the sum of two Hundred and seventy Pagodas Current of Madras which in sterling money of Great Britain at the rate of eight shillings the Pagoda amounts to one Hundred and eight Pounds (108) or thereabouts for security of the Repayment whereof the said Joan Ferreira Dasilva mortgaged to the said Francisco Gregorio his Dwelling House, which bond is dated January the 1st. 1732 as by the Translate thereof which your Oratrix has ready to Produce will more fully appear now your Oratrix shews that in Pursuance of her right and Title to the said Bond given as aforesaid by the Said Joao Ferreira Da Silva to the said Francisco Gregorio by him mortgaged to Your Oratrix, Your Oratrix has frequently in the most friendly manner demanded Payment of the same with the Interest of eight $\frac{1}{2}$ cent $\frac{1}{2}$ annum which accrues thereon of the said Joao Ferreira da Silva but so it is may it Please this Honourable Court the said Joao Ferrira Da Silva absolutely refuses to Give your Oratrix any satisfaction in the Premises To the end therefore that the said Joao Ferreira Da Silva 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 were here again Repeated and Interrogated and be Decreed to pay your Oratrix the said sum of Two Hundred and seventy Pagodas with the Interest due thereon.

JOHN RUSSELL *Attorney for the Complain^t.*

MAY 11TH. 1742.

THE Answer of Joan Ferreira da silva of Madras merch^t. Defendant to the Bill of Complaint of Estra Gregoria of the same place Inhabitant Complainant.

This Defendant saving to himself all Benefit of Exception to the errors and Imperfections in the said Bill Contain'd for answer thereunto or unto so much thereof as he is advised concerneth this Defendant he this Defendant answereth and saith.

That this Defendant is entirely Ignorant of any money Lent by the Complain^{ts}. To Francisco Gregorio as sett forth in her said Bill of complaint and this Defendant absolutely denys to have Mortgaged this Defendants dwelling House unto Francisco Gregorio as the Complainant falsly alledges in her said bill of Complaint but this Defend^t. doth admit to have Given a bond to Francisco Gregorio for the sum of Two Hundred and seventy Pagodas at the day of the date thereof, which said sum was the Ballance of accounts then depending between this Defendant & the said Francisco Gregorio who at the settling of the same, desired this Defendant to Give him a note of hand for the afforesaid sum and this Defendant Having then no Money to pay the said Francisco Gregorio hath Compl^y'd with such his Desire and this Defendant begs Leave to observe to this Hoⁿble Court, that it is the Comon Custom among the Portuguese when a Man borrows or otherwise is Indebted to another a sum of Money he obliges himself and his effects for Repayment of such sum in like manner this Defendant hath mentioned in the bond Given to the said Francisco Gregorio at his Request the amount thereof was taken upon this Defendants House not Meaning the word Mortgage nor did this Defendant give the said Francisco Gregorio the House bill of sale of this Defendants as a mortgage which the Complainant most falsly sets forth in her said bill Calling a note for a simple Debt a mortgage bond without exhibiting a bill of sale to support the mortgage.

Now this Defendant most humbly begs Leave to acquaint this Honourable Court that for these Thirteenth years and upwards this Defendant remains ashore without any manner of employ, and formerly this Defendant was a Trader to Manilla and in hopes of one year Proving more successfull than another to Continue the course of that Trade he this Defendant hath been obliged to sell all that this Defendants had in the world and Mortgag'd the House to one Adrian Fourbeet Jun^r. besides the sev^{ll}. sums of money took from other hands, to maintain this Defendant and his Family, and this Defendants Circumstances are so narrow at Present that all his other Creditors through Compassion to stay untill this Defendant betters his Present Circumstances not withstanding which this Defendant finds now in the account of the said Francisco Gregorio an article Charged to the prejudice of this Def^t. namely a bond for Fifty Pagodas without the Least explanation how the Debt arose, or how this Defendant came to be Indebted the same to him, for this Def^t. actually doth Remember, that this Defendant ever Borrowed and received of the said Francisco Gregorio the afforesaid sum which is included in the bond now in the hands of the Complainant all which matters and things this Defendant is ready to aver maintain & prove as this Honourable Court shall direct and Humbly Prays to be hence dismiss'd with his reasonable costs and Charges in this behalf most wrongfully sustained.

HENRY DEVEIL, *Attorney for y^e. Def^t.*

REPLICATION
&
REJOINDER.

GENERAL.

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 28th. day of Septemb^r. A. D. 1742
Betwen Estra Gregoria Inhabitant of Madras
Complt. and João Ferreira da Silva of the same
place Merchant Defendant.

This Cause Coming on this day to be heard and debated before this Court in preference of the Defendant and the attorneys on both sides, on hearing the Complainants Bill and the Defendants answer the Replication and Reioynder, 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 sum of Two Hundred and seventy Pagodas Current of Madras together with such Interest as now is or shall become due thereon untill Payment is made and also the Costs of this suit, and in Default of Payment at or before Twenty one days from the date hereof. That the Mortgaged Premises be sold and the produce thereof paid unto the Complainant in and towards the Discharge or [*sic*] her said Debt and Costs.

☞ CUR.

NOAH CASAMAJOR.
Reg^r.

COURT OF APPEALS
AT MADRASPATNAM.

Between João Ferreira da Silva of Madras Mer-
chant Appelt. and Estra Gregoria In-
habitant of the same place Respondent.

THIS CAUSE Coming on this day being Monday the second of May Anno Domini one Thousand seven Hundred and Forty three to be heard and Debated before this Court by the attorneys on both sides upon hearing the Petition of appeal and answer and the several Exhibits of the Honourable the Mayors Court, together with the Decree of the said Court given in this Cause on Tuesday the Twenty eighth day of September read and upon due Consideration had of the matters therein severally Contain'd and of the Pleadings and arguments used by the attorneys on both sides This Court doth think fit to order and Decree and doth accordingly order and Decree that the said Decree of the Honourable the Mayors Court given in this Cause do stand Confirmed and that the appellant's Petition be hence dismissed with costs.

☞ CUR.

GEORGE FIGOT.
Clerk of App^{ts}.

APRIL 20TH. 1742.

TO THE HONBLE THE MAYORS COURT
AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator Mootamarren Chittee Merchant of Madras having had sundry dealings with one Ackee Chitty formerly also Merchant of Madars but now Deceas'd and your Orator shews unto this Honible Court that on adjusting accounts Between your Orator and the said Ackee Chitty there appear'd a ballance in your Orators favour to the amount of Pagodas one Hundred and Thirty five (135 — —) Current Coin of Madras which in sterling Money of Great Brittain amounts to Fifty four Pounds or thereabouts £ 54 and your Orator further shews unto this Honourable Court that since the Transactions above recited happen'd the said Ackee Chittee has Departed this Life Leaving behind him one Taunapah his son in Law to be his Heir and your Orator further shews unto this Honoble Court that the said Tawnapah has taken

Possession of all and singular the Estate and effects of the aforesaid Deceas'd Ackee Chitty suffi^t. to Pay your Orators Debt with a Considerable overplus and your Orator shews your Orator hath often Demanded Payment of the aforesaid Tawnapah in the most amicable manner and your Orator shews this Hoñble Court that the said Tawnapah acknowledges the Justness of your Orators Debt.

But now so it is may it please this Honourable Court the said Tawnapah refuses to give your Orator any manner of satisfaction your Orator therefore Prays a General Relief Touching the Premises such as may be agreeable to equity and good Conscience.

To the end therefore that the said Tawnapah may upon his Corporal oath true and perfect answer make to all and singular the matters and things hereinbefore Recited alleged as fully truely and effectually to all Intents and Purposes as if the same were here again Repeated and Interrogated and that he may Particularly say whether he is not Posses'd of all and singular the Estate of the said Deceas'd Ackee Chitty whether he be not son in Law to the said Ackee Chitty whether he hath not frequently Promis'd of your Orators Demand and whether he hath Compl'y'd with the said Promises in any shape and how farr he hath Compl'y'd with them.

WILLIAM DUMBLETON. *Attorney
for the Complainant.*

MAY 18TH. 1742.

THE ANSWER of Taunapah Merchant of Madras Defendant to the bill of Compl^t. of Mootamarren Chittee of the same place Merchant Complainant.

THIS Defendant saving and Reserving to himself now and at all times hereafter all manner of Benefit and advantage of exception to the many errors uncertainties untruths and insufficiencies in the said Bill Contained, for answer thereunto or to so much thereof as this Defendant is advised doth materially Concern him to make answer unto He this Defendant answereth and saith That this Defendant has no Concern with any Dealings which may have passed Between the Complainant and Ackee Chitty deceased for this Defendant saith that he is neither son in law, nor Heir to the said Ackee Chitty as is asserted falsely in the said bill of Complaint.

This Defendant further saith that he is not possessed of the Estate of the said Ackee Chitty, nor any Part thereof.

And this Defendant further saith that he never Promised the Compl^t. to discharge any Debt which the said Ackee Chitty might owe him, nor ever complied with the Complainant in any such Demand in any shape what ever and therefore cannot conceive, for what reason this Defendant is Trouble with this unnecessary suit, in which he can only deny flatly, what the Complainant asserts all which matters and things this Defendant is ready to aver maintain and prove as this Honourable Court shall award and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully sustained.

JOHN RUSSELL. *Atty for the
Defendant.*

REPLICATION GENERAL.
JULY 13TH. 1742.

TO THE HONOURABLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator Manisaurum Merchant of Madras that your Orators father Moota Marr Chitty also formerly Merchant of the place aforesaid but now Deceased and your Orators shews that your Orators father did before his Decease on or about April the Twentieth appear in this Honourable Court and Exhibit a bill of Complt. against one Taunapah also Merchant Madras to which Complt. the said Taunapah did appear and make answer whereunto your Orators father did Reply but shortly afterwards Departed this Life by Reason whereof the said suit abated but your Orator further shews unto this Honourable Court that your Orator is son and Heir to the Deceas'd and has Legally prov'd himself so as the Laws and Customs of your Orators cast required.

To the end therefore that the said Taunapah may shew cause if he can why the said Bill answer Replication may not be receiv'd any remains in the same plight and Condition as they were in at your Orators Deceas'd fathers Death: and that the same may stand reviv'd accordingly and to that end.

May it please this Honble Court to grant unto your Orator a summons to Receive to be directed to the said Taunapah thereby Commanding him to appear before this Honble Court at a Certain time and place to be by this Honble Court appointed them and thereto shew Cause why the said suit should not stand reviv'd.

WILLIAM DUMBLETON. *Attorney for the
Revivant.*

REIOYNDER GENERAL.

INTERROGATORIES to be administred to such Witnesses as shall be produced sworn and examin'd on the part and behalf of the Complt. in a Certain Cause wherein one Moota Marr Chittee is Complt. and one Taunapah Defendant.

To ALL THE Witnesses Imprimiss Do you know the parties Complainant and Defend^{ts}. or either of them and how long have you Known them or either and which of them Declare.

2^d. To VELLIDA Item were you employ'd by one Ackee Chitty Mootiapah what office did you bare under him Do you remember to have settled any accounts between him and Moota Marr Chitty if yea in whose favour was the ballance and how much was the Ballance Do you know that the Party in whose favour the Ballance was ever demanded said Ballance who Demanded it who was it demanded from and what answer did the Debtor give, Do you know the body of Ackee Chitty Mootiapah was stopt when dead for a debt contracted by him when Liveing who was it stopt by, did any body Present when the body was stopt say they wou'd pay the Debt provided he who stopt the body would Release it who said so and what more past at that time Declare. Do you know any thing of any joys Declare.

3^d. To Poota Chittee and Paupa Rangoo Vencatashia Item were you Present when the body of Ackee Chittee Mooteapah was stopt from being Buried who stops it for what was it stopt did any body offer to pay a Certain sum of money provided the dead body might be releas'd who offerd to pay the money who was to be paid to and what was the sum to be paid Declare Do you Know any thing of any joys Declare.

4th. 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 beleive with the Reasons for such your Knowledge or do beleif Declare.

WILLIAM DUMBLETON. *Attorney for the
Complt.*

MAYORS COURT AT
MADRAS PATNAM.

Between Moota Marr Chittee Complainant &
Taunipah ... Defendant.

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

Vellida of Madras Merchant aged 30 years or thereabouts being Produced as a witness in this Cause on the Part of the Complainant was on the 25th. day of September 1742 shewn at the office of Mr. John Russell attorney for the Defendant by Connecapah who Left a note of the name Title and place of abode of the said Vellida 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 Compl. 15 years and the Defendant 25 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he was employed by one Ackee Chitty Mootiapah as his Conicopley did settle accounts between him and Mootamar Chitty on which settlement there was due to Mootamar Chitty the sum of one Hundred and Thirty five Pagodas and further saith that he knows the Compl. Demanded the said money five or six times of Ackee Chitty and that the said Ackee Chitty did thereon desire him (the Complainant) would have a little Patience saying he was not able at that time to pay it and this Deponent further says that the Body of Ackee Chittee Mootiapah was stopt when dead by Moota Mar Chitty and his Family for a debt owing to them and this Deponent being then Present and told it to the Cast who sent for the Complainant and desired him to make it up he further saith That the Defendant having first taken a quantity of joys to the value Two Hundred and Fifty Pagodas as security from the Deceased's wife and being indebted himself in the sum of three Hundred Pagodas to the said Ackee Chitty offered to be found for the payment of the money Provided they would Release the Corps the further saith that the Cast afterwards sent for the Defendant & ordered him to deliver up the joys to one of the Chief Braminys but the Defendant making them a present of one Hundred and Fifty Pagodas for the Braminy it was made up and more saith not to this or the last Interrogatory.

JOSEPH GITHIN. *Exam^r*.

VELLIDA.

POOTA Chittee of Madras Merchant aged 28 years or thereab^{ts}. 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 Knows the Complainant and Defendant in this Cause and hath so Known them 12 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith that he was Present when the body of Ackee Chitty Mootiapah was stopt for a debt due to Moota Marr Chitty but the Defendant offering to Clear the Debt to Moota Marr Chittees People after the Ceremony should be performed the body was Released the amount of the Debt that was so owing this Deponent dues [*sic*] not now remember and this Deponent further saith that the Defendant took some joys from the Deceased's wife as a security for the payment of the Debt which the last being acquainted with sent for him and asked why he did so, to which he answered it is for security of Moota Marr Chittees debt they thereupon ordered him to deliver them up to them which he did and further saith not to this or the last Interrogatory.

JOSEPH GITHIN. *Exam^r*.

POOTA CHITTY.

Paupa Raugoo Vencatashia 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 follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 30 years and the Defendant 20 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith that he was present when the body of Ackee Chitty Mooteapah was stopt by the Complainants People for a debt due to the Complainant and further saith he heard, that the Defendant did Promise to pay the Debt provided they would release the body but does not know to whom the money was Promised to be paid nor the amount of the sum he further saith that he also heard two of the last Viz. Nella Tomby Chitty delivered some Joys to the Defendant belonging to the Deceased and that Deveraiah Chitty and Tomby Chittees People afterwards sent for the Defendant and takes the Joys from him and further this Deponent saith not to this or the last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

VENCATASHIA.

INTERROGATORIES to be administered to such Witnesses as shall be Produced sworn and examined on behalf of the Defendant in a Certain Cause Wherein Theram Chitty heir to Moota Marr Chittee Complainant & Tonapah Chitty's Defendant.

To ALL THE Witnesses Do you know the Partys Complainant and Defendant in this Cause or either and which of them and how Long have you known them or either & which of them Declare.

To Nairo Nella Chitty and Caskar Irsepah Do you know if the Defendant was son in Law to the Deceased Ackah Chitty or not; Do you know if the Defendant was appointed heir to the said Ackah Chitty or not do you know who took possession of the s^d. Ackah Chittys Estate who was it that officiated at the funeral of Ackah Chitty by whose order did such Person perform the funeral Ceremonies Declare.

To all the Witnesses Do you know of any other matter or thing that may be of use to the Defendant in this Cause Declare.

JOHN RUSSELL. *Attorney for the Def^t.*

MAYORS COURT AT
MADRAS PATNAM.

Between Sheram Chitty Complainant (Heir to
Moota Marr Chitty) and Tonapah. ...
Defendant.

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

Nairo Nella Chitty of Madras Rice merchant aged 76 years or thereabouts being Produced as a witness in this Cause on the Part of the Defendant was on the 20th. day of October 1742 shewn at the office of M^r. William Dumbleton attorney for the Complainant by Connecapa who Left a note of the name Title and place of abode of the said Nairo Nella 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 no knowledge of the Complainant but knows the Defendant and hath so known him 26 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that the Defendant is son in Law to the Deceased Ackah Chitty's Brother but not to Ackah Chitty, and whether or no the said Ackah Chitty might appoint the Defendant his Heir this Deponent not know This Deponent further says that Ackah Chitty's two wives took Possession of his estate, and that Taunapah Chitty and Moota Comoren officiated at and Performed the sad Ackah Chitty's funeral Ceremonies by order of the Cast they being his nearest Relations and further saith not to this Interrogatory.

To the Last Interrogatory this Deponent saith that on the said Ackah Chittys Death this Deponent and one Nella Tomby heard that the body was stopt whereon they went to enquire the Reason The Complainants People who stopt it, said their Reason for so doing was because the Deceased owed the Complainant one Hundred or one Hundred and Twenty Pagodas on this the Defendant and Moota Comoren said there is accounts between the Deceased and the Complainant will see and settle them then this Deponent and Nella Tomby said the Ceremoney will last sixteen days after that is Performed they shall be settled, and this Deponent further says that after the Corps was burnt he with Nella Tomby and some others went to the Deceaseds House where they found a bulse of joys said to be pledged by a Countreyman for an Hundred Pagodas on this the joys were delivered to the Defendant and Moota Comoren with orders if the Man should come and bring the Hundred Pagodas and Interest, to deliver the joys and this Deponent further says that he afterwards heard, the Complainant's People Complained to the Heads of the Cast and that the Cast took the said joys from the Defendant but what has since passed this Deponent knows not neither can he say any thing more to the Last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

THE NAME OF NAIRO NELLA CHETTY.

CASKER IRSAPAH of Madras Merchant aged 39 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 5 or 6 years and the Defendant 25 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that the Defendant is son in Law to the Deceas'd Ackah Chitty's Brother but not to Ackah Chitty and whether or no the said Ackah Chitty might appoint the Defendant his Heir this Deponent doth not know This Deponent further saith that the Cast together with Ackah Chittys wife and family took Possession of the Deceaseds estate and that the Defendant by orders of the Cast officiated at and performed the funeral Ceremonys he being the Nearest of kin and further this Deponent saith not to this or the last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

IRSAPAH

MAYORS COURT AT
MADRAS PATNAM.

TUESDAY the 16th. day of Novem^r. A. D. 1742
Between Manisaurum son & Heir of Moota
Marr Chitty of Madras Merchants Complt. &
Taunapah of the same place also Merchant
Defendant.

THIS Cause coming on this day to be heard and Debated before this Court in presence of the Parties and their attorneys on both sides on hearing the bill of complaint of Mootamar Chitty the Defendants answer the Replication of Mootamar. The bill of Revivour of Manisaurum son and Heir of Mootamar Chitty The Reioynder, 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 this Cause do stand dismissed out of this Court with costs.

☞ CUR.

NOAH CASAMAJOR.
Reg^r.

COURT OF APPEALS AT
MADRASPATNAM.

BETWEEN Manisaurum son and Heir of Moota
Mar Chitty of Madras Merchant appellant and
Tonnaph of the same place Merchant Respon-
dent.

THIS CAUSE Coming on this day being Monday the second of May Anno Domini one thousand seven Hundred and Forty three to be heard and Debated before this Court by the attorneys on both sides upon hearing the Petition of appeal and answer and the several Exhibits of the Honourable the Mayors Court with the Decree of the said Court given in this Cause on Tuesday the sixteenth day of November last and upon due Consideration had of the matters therein severally contain'd and of the pleadings and arguments used by the attorneys on both sides. This Court doth think fit to order and Decree and doth accordingly hereby order & Decree that the Decree of the Honourable the Mayor's Court given in this cause do stand Confirmed, and that the appellants Petition be hence dismissed with costs.

☞ CUR.

GEORGE FIGOT.
Clerk of App^{ls}.

8TH. MARCH 1742/3.

TO THE HONOURABLE THE MAYORS COURT
AT MADRASPATNAM.

HUMBLY COMPLAINING shewth unto this Honourable Court your Orator Deverah Moodalare Merchant and Inhabitant of Madras haveing had sundry dealings with one Ponneapah Chitty also Merchant living and residing within the place aforesaid he the said Ponneapah Chitty haveing occasion for a sum of money did apply himself to your Orator for the Loan thereof whereupon your Orator advanced and lent the said Ponneapah Chitty in goods and Money to the amount of 114 Pagodas Current of Madras which in sterling money of Great Brittain accompting each Pagoda eight shillings amounts to Forty four Pounds sixteen shill^s. or thereabouts which sum your Orator frequently in the most amicable manner Demanded but such Measures Proving Ineffectual your Orator in the month of January one thousand seven Hundred and Forty one and two did Preferr a bill in this Honourable Court against the said Ponneapah Chitty who did appear in this Honourable Court and make answer thereto and the Regular Proceedings haveing past the said Cause Came to a hearing before this Honourable Court at which time this Honourable Court was pleas'd to give Judgement in favour of your Orator to the amo^t. of Pagodas 282. — — together with Costs of suit which Decree of this Honourable Court your Orator took out and went there with & Demanded the sum therein specified to be paid to your Orator and your Orator shews further unto this Honourable Court that the said Ponneapah Chitty Pleaded Poverty and pray'd your Orator would abate him some Part of your Orators demand whereupon your Orator at the request of the said Ponneapah Chitty and the Intercession of some of his Friends was prevailed upon to give a General release upon the receipt of half the money due to your Orator to which end and a writeing was drawn between your Orator and said Ponneapah Chitty wherein Certain Conditions for Paying the said sum was specified but one Condition in the said writeing was that if by the time therein Limited the said Ponneapah should not pay the money then the said Ponneapah Chittee shou'd be subjected to the whole Demand contain'd in the said Decree all which matters will more fully appear by a Translate of said Instrument hereunto annex'd to which your Orator most humbly refers this Honourable Court and your Orator further shews that the time Limited in the said Instrument for the Payment of said Money has been Elaps'd a Considerable time and tho your Orator hath often and that in the most amicable manner Demanded Payment.

Yet now so it is may it please this Honourable Court the said Ponneapah Chitty refuses to give your Orator any manner of satisfaction your Orator therefore prays a General releif Touching the Premises such as to this Honourable Court shall appear agreeable to equity and good Conscience.

To the end therefore that the said Ponneapah Chitty may upon his Corporal oath true and Perfect answer make to all and singular the matters and things herein before alleg'd as fully truly and effectually to all Intents and Purposes as if the same were here again repeated & Interrogated.

WILLIAM DUMBLETON *Attorney for the
Complainant.*

MADRASPATNAM OCTOBER 2^d. 1742.

I Malure Punnabah Chitty do hereby acknowledge to have Borrowed and Received of Mootu Chandrapah Modelare son of Trevancata Deveriah Modelare the full and just sum of Ninety Pagodas Current of Madras which sum I promise to repay at thirty Pagodas p^r. month, that is to say thirty Pagodas in November, December thirty and thirty in January so that the whole be discharged on the thirtieth of January next ensuing and on default of such respective payments or the whole at the limited time aforesaid I am to be accountable for the full sum inserted in the Decree afore made by the Honourable the Mayors Court.

PUNNABAH.

WITNESS.

Chinna Mootepah
Eysapah
Drawn by Chittumbellum
Translated from a Cadian said to be the original.

JOSEPH GITHIN.
Exam^r.

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 3^d. day of May Anno Domini 1743
Between Deverah Moodelare of Madras Mer-
chant Complainant and Ponneapah Chitty of
the same place Merchant Defendant.

UPON hearing the Complainants Bill and Translate of a bond of agreement dated the 2^d. day of October 1742 Read and it appearing to this Court that the Defendant hath been served with the Regular Process to answer the Complainants bill but willfully and obstinately refusing so to do This Court doth therefore think fit to order & Decree and doth accordingly order and Decree that the Defendant shall pay unto the Compl^t. the full and just sum of Two Hundred Ninety seven Pagodas four fanams thirty eight cash so much appearing to be due to him on the former Decree of the Court referr'd to in the Pltts. Bill 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.

p CUR

NOAH CASAMAJOR
Reg^r.

9 JUNE 1741.

TO THE HONBLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY COMPLAINING sheweth to this Honourable Court your Orator Tomby Chitty Merchant of Madras that one Vencaty Puttee also Merchant of Madras son to one Vancatapa Coral Merchant Having occasion for a sum of money did apply to your Orator for the loan thereof whereupon your Orator did advance and lend unto the said Vancaty Puttee the full and just sum of four Hundred and thirty Pagodas (430) Current of Madras which in sterling money of Great Brittain allowing eight shillings p^r. Pagoda amounts to 172 pounds or thereabouts and for securing repayment thereof he the said Vancataputtee did sign and give to your Orator one bond or obligation bearing date in Fort St. George March 1st. 1725 whereby the said bond is specified that he the said Vancaty Puttee shall pay your Orator his Moneys on Demand after the rate of nine ̄ cent ̄ annum and your Orator shews your Orator hath frequently Demanded of the said Vancataputtee the amount of your Orators principal and Interest Due thereon But now so it is may it please this Honourable Court the said Vancataputtee absolutely refuses to give your Orator the Least satisfaction in the premises.

To the end therefore that the said Vancaty Puttee may upon his Corporal oath true & 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 Pay your Orator his aforesaid moneys and Interest accrued thereon & that your Orator may have such further and other relief in the premises as may be agreeable to equity and good Conscience.

HENRY DEVEIL. *Attv. for the Complain^t.*

MADRAS PATNAM 31st. MARCH 1725.

I NEGAPATAM Vencata Puttee son to Nagapatam Vencatapan do hereby acknowledge to have Borrowed and Received of Tombe Chitty Companys Merchant the sum of Four Hundred thirty Pagodas Current of Madras which sum I promise to pay on Demand with Interest thereon at the rate of Nine ̄ cent ̄ annum.

Drawn by [Torrenadan]

THE MARK OF

NEGAPATAM VENCATAPUTTEE.

WITNESS.

Gerekee Rangiah

Nella Chitty

Translated from a Cadjan N2.T.

ROB^r. SLOPER. *Exam^r.*

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 3^d. day of May A.D. 1743 Between
Tomby Chitty of Madras Merch^{ts}. Complainant
and Vancaty Puttee of the same place also
Merchant Defendant.

ON HEARING the Complainants bill and also Translate of a bond thereunto annexed dated the 31st. day of March 1725 Read the Defendant being in Court acknowledged the execution of the said bond and on due Consideration has this Court doth therefore think fit to order and Decree and doth accordingly order and Decree That the Deft. shall pay unto the Compl^t. the full and just sum of Four hundred thirty Pgs. so much appearing to be due on the beforementioned bond, together with such Interest from the date thereof after the rate of eight ̄ cent ̄ annum as now is or shall hereafter become due thereon until full payment is made and also the costs of this suit.

̄ CUR

NOAH CASAMAJOR.
Reg^r.

1st. MARCH 1742/3.

1ST. MARCH 1742/3.TO THE HONOURABLE THE MAYORS COURT AT
MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator Deveral Moodalare Merchant of Madars having had sundry dealings with Two Merchants of the place aforesaid by name Mullinga Kisnomah Chitty and Ram Chittee upon adjusting accounts Between your Orator and the said Two merch^{ts}. there appeared a ballance in favour of your Orator. to the amount of Forty Pagodas sixteen fanams and Twenty Cash Current money of Madras which in sterling money of Great Brittain accompting each Pagoda eight shillings amounts to sixteen Pounds Three shillings and six Pence or thereabouts as will appear more at Large by an account hereunto annex'd which account your Orator prays may be admitted as part of your Orators bill and to which your Orator most humbly refers this Honourable Court and your Orator further shews unto this Honourable Court your Orator hath often and that in the most amicable manner Demanded Payment of the above mention'd Ballance of them the said Mullinga Kisnama Chittee and Ram Chitty but all amicable Measures proving ineffectual your Orator in the month of January in the year one thousand seven Hundred and forty one and Two Preferr'd a bill in this Honourable Court which the said Mullinga Kisnah Chitty hearing off sent your Orator and requested your Orator to draw the bill fyld against him and he woud pay your Orator his ballance and whatever Court Charges your Orator had been at and your Orator shews that your Orator gave Credit to his Promises and was thereby Prevail'd upon to withdraw the said bill but the said Mullinga taking the advantage of your Orator's Credulity upon hearing your Orator had withdrawn the bill beforemention'd refus'd to stand to the Promises he had before made your Orator by which breach of his word your Orator became a sufferer being obliged to pay the Charges of Court which amounted to about Ten Pagodas as your Orator will make appear when your Orator shall by this Honourable Court be required so to do and your Orator shews your Orator hath often in an amicable manner Demanded paym^{ts}. of the above recited sums.

But now so it is may it please this Honourable Court the said Two Merch^{ts}. Refuses to give your Orator any manner of sattisfaction Touching the Premises your Orator therefore Prays a General Releif such as to this Honble Court shall appear agreeable to equity and good Conscience.

To the end therefore that the said Mullinga Kisnoma Chitty and Ram Chitty may upon their Corporal oaths true and Perfect answer make to all and singular the matters and things herein before Recited and alleged as fully truly and effectually to all Intents and Purposes as if the same were here again Repeated and Interrogated.

WILLIAM DUMBLETON. *Attorn^v. for the Complainant.*

MULLENGA RAVENAPAH CHITTEE.

Dr.			
1726			
July			
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FORT ST. GEORGE JAN 12TH. 1741/2.
E E ₪ DEVERAH MOODALARE.

MAYORS COURT AT
MADRAS PATNAM.

TUESDAY the 10th. day of May A D 1743
Between Deverah Moodelare of Madras Mer-
chant Complainant and Mullinga Chitty & Ram
Chitty Kismomah of the same place also
merchants Defendants.

UPON hearing the Complainants Bill and an account thereunto annexed read and it appearing to this Court that the Defendants have been served with the Regular process to answer the Complainants bill but wilfully and obstinately Refusing so to do and the Complainant having made oath to the Justice of his Demand. This Court doth therefore think fit to order and Decree and doth accordingly order and Decree That the Defendant shall pay unto the Complainant the full and Just sum of forty Pagodas sixteen fanams thirty Cash so much appearing to be due to him for ballance of the beforementioned account together with such Interest after the rate of eight per cent per annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this suit.

per Cur.

NOAH CASAMAJOR.

Reg^r.

SEPT. 21ST. 1742.

TO THE HONBLE THE MAYORS COURT
AT MADRASSPATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator Arnachelum son of Nodda Rayah formerly Merchant of Madras but now deceased and your Orator shews unto this Honourable Court that your Orator's Father had during his Lifetime sundry dealings with one Pollae Mootana formerly also Merchant of the place aforesaid but now Likewise deceased he the said Pollae Mootana having occasion for a sum of money did apply himself to your Orator's father for the Loan thereof whereupon your Orator's father did advance and lend unto the said Pollae Mootana the full and just sum of Pagod^s. Thirty five Current coin of Madras which in sterling money of Great Brittain accompting each Pagodas eight shillings amounts to Fourteen Pounds or thereabouts for securing the repayment of which sum he the said Pollae Mootana did in and by one Mortgage bond bearing date March the Twelveth one thousand seven Hundred and seventeen Eighteen make over and assign unto your Orator's Father and his Heir (one House standing in M^{rs}. Empsons her street in the Peddanaigues Petta between the Houses of Vella Chittee and Chinna Tombee) To have and to hold the same for ever subject never the Less to the usual Proviso in such Cases and your Orator further shews that since the before recited Transactions happen'd your Orator's father has departed this Life as has also the said Pollae Mootana who has left his effects his son Pollae Nella Tombee and his widow Nella Moortee who have Posses'd themselves of all the said Deceas'd Pollae Mootanas estate and effects sufficient to pay your Orator's Demands with a Considerable overplus of whom your Orator hath often in an amicable manner Demanded paym^t. but hither to without effect your Orator therefore Pray a General releif touching the Promises such as to this Honourable Court shall appear agreeable to equity and good conscience.

To the end therefore, that the said Nella Tombee and Nella Moortee may upon their Corporal oaths true and Perfect answer make jointly or separately as fully truly and effectually to all Intents and Purposes as if the same were here again repeated and Interrogated.

WILLIAM DUMBLETON. *Attorney for the Complainant*

9TH. NOV^R. 1742.

THE ANSWER OF POLLAE NELLA TOMBE and
Nella Mortee widow to the bill of complaint
of Arnatchellum Complainants.

THEY these Defendants saving and reserving to themselves all manner of benefit and advantage of Exception to the manifold errors Incertainty and insufficiencies in the Complainants bill contain'd for answer thereunto or to so much thereof as these Defendants are advised Materialy concern them to make answer unto they these Defendants answer and say They do Remember thire [sic] was such a bond given the Complainants father in the deceaseds lifetime for the sum of 35 Pagodas which the Complainants father Promised to Lend this Defendants deceaseds Husband but there Never was a cash paid on account of the said bond to the Deceased as pretended and for which reason the bond was afterwards Deliver'd up to be Cancell'd.

And these Defendants say the new Complainant has neither bill of sale or mortgage bond in his Custody for they were both deliver'd up about 20 years ago after which the House was sold by the Deceased husband of this Defendant and to the Complainants knowledge, and why was no Demand then made of this trump up mortgage but the Complainant pretends he has lost his Mortgage goes to the register of this Court and Getts a copy of this bond register'd so many years ago and this Copy he calls a mortgage bond in short of the Complainant will Either shew an original bond or any one bill of sale of the Deceaseds house then he might be said to have a mortgage but he has neither bond or bill of sale but an attested Coppy of a register'd bond taken up and Cancelld 20 years ago or thereabouts as will appear by the said attested Copy if the Complainant had not been asshamed to annex [sic] it to his bill

But to shew the Complaint how weak his demand is and how unjust these Defendants make the following obsevat^s. first this pretended Demands ought by the date of the bond taken up to be about 25 years old which he falsly pretends in his bill to have in his custody.

SECONDLY the Two bills of sale the Complainant pretends to have is now in these Defendants Custody and ready to produce as this Honourable Court shall direct and the House Demanded has been sold away about six years ago to an Armenian which was all the Deceased was worth in his Lifetime.

THIRDLY at the time this house was sold no mortgage appear'd nor any Claim Laid to the Promises.

FOURTHLY the Armenian who Bought this house is ready to shew his bill of sale for the same wrote in his own name and sign'd as usual by the Justices.

FIFTHLY when this house was sold it was sold in the Deceaseds Lifetime and which was all the Deceased then had left in the world and died not worth one Groat so that if the Complainants pretended mortgage was true, it would be to no purpose for neither of those Defendants have Pocesessed [sic] any Part of the Deceaseds estate and in equity not Liable to Pay his debts.

SIXTHLY instead of these Defendants family being indebted to the Complainant the Complainants family is Greatly indebted to these Defendants but its being of so Long a standing and the familys in great friendship with each other these Defendants did not think it material Enough to fall out about or either to mention it.

SEVENTHLY this Present widow who is one of the Defendants, her husband served the Complainants father deceased in his Lifetime in the Capacity of a servant out of the bounds fourteen months at one Pagoda ¶ mensem Wages and which was often Demanded but never paid tho Promised.

EIGHTLY [sic] this Defendant the now widow suckled the Complainants own sister thirteen months at one Pagoda per mensem both which sums make Pagodas 27 which the Present Complainant Justly owe this Defendant the widow in her deceaseds husbands behalf.

Lastly these Defendants hope and pray this Honourable Court will please to note that of late it is become a practice amongst the inhabitants to enquire out

and search for old bonds not taken up and other Demands the rise of which has been through the age of two or three families and these are trump up to fright Poor widows and orphans and endeavour to extort money from them, several bonds of late being enter'd of no less standing then ten twenty five, some thirty years and some upwards which injurious practice tis hoped this Honble Court will suppress. All which matters and things these Defendants are ready to aver maintain and prove as this Honourable Court shall Direct and humbly prays to be hence dismissed with his reasonable Costs in this behalf most wrong fully sustain'd.

HENRY DEVEIL *Attorney for the Defendants.*

11th. JANRY 1742/3.

The Replication of Arnachilum of Madras Complainant to the answer of Pollae Nilla Tombee and Nella Moorree of the same place Defendants.

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 many Errors uncertaintys and untruths in the said answer contain'd for replication thereunto saith.

That tis absolutely false what the Defendants in their answer say concerning the cancelling of the mortgage bond whereon this Complainant sues for this Replyant shews that the said Mortgage Bond remain'd in this Repliants fathers hand till some short time before his Death at which time this Replyant being in his Nonage and consequently incapable of Managing his family affairs this reply^{te}. Father sent for Sumadrue Moodelare and Earnestly Intreated him to take Charge of what effects he this Replyants father should leave behind him which Trust the said Sumadrue taking upon him this Repl^{te}. father deliver'd into the said Sumadrue's Hand sundry Cajan and Paper bonds accounts &ca and amongst them was this Mortgage bond on which this Repl^t. now sues (and this Repl^t. further [] unto this Honourable Court that on this Replyants arrival at age this Repl^t. desired the said Somadrue to deliver unto this Repl^t. what effects he had belonging to this Repl^t. whereupon the said Somadrue deliverd to this Replyant sundry bonds &ca but the Mortgage bond in dispute was missing nor could it be found wherefore the said Sumadrue went to Mr. Parks the then Mayor and inform'd him of the Loss of said Mortgage bond who thereupon sent for Pollae Moorree and ask'd him concerning the Mortgage at which time the said Pollae Moorree acknowledg'd the Mortgage to be just but said he had no money to discharge it and therefore desired the Mortgagee would sell the Mortgagd Premises and Pay his Demands out of the amo^{ts}. of such sales in order so to do twas Necessary to Procure a Title to the house intended to be sold and the attested Copy of the Registered Mortgage being look'd upon as the most authentic one then in being Mr. Jn^o. Stratton the then Register of this Honourable Court was applied to for it who not examining so closely into the Register Book as might have been done answer'd he could find no such thing there, for want of which the sale was stopp'd and the affair slept till Mr. Noah Casamajor came to be Reg^r. of this Honourable Court at which time the said Sumadrue applied again for a copy of the aforementioned Mortgage Bond and obtain'd the same with which this Repl^t. went to the Defend^t. and Demanded what was due thereon at which time the Defendants farr from Denying the Justness of this Repl^{te}. Demands only Pray'd for further time and an abatement of all the Interest and five Pagodas of the Principal and the remaining Thirty Pagodas they the Defendants wou'd have given anew bond for but this Repl^t. thinking the debt had been long enough standing Chose not to come into any measures that might keep him longer out of his due therefore told the Defendants that if he this Repl^t. was not paid by a Certain Limited time he wou'd sue them but they Replying on this Replvants good Nature gave not Credit to his threats but Let the time pass by unreguarded whereupon this Repl^t. Preferr'd his bill in this Honble Court as to the Defendants saying the House now under suit was sold to an Armenian six years ago

it is absolutely false this Repl^t. admits that Pollae Moortee knowing the foremen- tion'd Mortgage bond was Lost by Sumadrue Moodalare took hold of that opper- tunity of getting a new bill of sale which he effected by going to the choultry and informing the Court that his house was old and built by his father and that there was no bill of sale belonging to it therefore Pray'd the Court wou'd grant him one which the Court in the name of one Coia Markan for whom the said Pollae Moortee work'd in the cloth painting Trade after which the said Pollae Moortee Mortgag'd the said bill of sale to the said Coia Markan upon this Repl^{ts}. hearing thereof this Repl^t. went to the said Coia Markan and inform'd him of this Defendants Prior Mortgage in the said House which Pollae Moortee not deny- ing in a manner sattisfactory to the said Coia Markan the said Coia Marken insisted upon haveing the Mortgage redeem'd by the said Pollae Moortee which the said Coia Markan had on the House which was accordingly done) as to the Defendants saying there is money due on account of suckling a Child and service done out of the bounds tis absolutely false.

All which matters and things this Replyant is ready to averr maintain and Prove and humbly Prays as in and by his said bill he has already pray'd.

WILLIAM DUMBLETON. *Attorney for the Replyant.*

15TH. FEBRY 1742/3.

THE REJOYNDER of Pollae Nella Tombee and Nella Moortee to the Replication of Arnachilum of Madras Merchants.

THE said Defendant saving and reserving to himself all manner of Benefit and advantage of exception to the manifold errors Incertaintys and insufficiencys of the said replication saith that this Defendants said answer is certain true and sufficient in the law to bee replied unto and he also

SAITH that this pretended mortgage is paid by this Defendants father long before his Death and the house now said to be mortgaged has been sold in this Defendants fathers life time.

But this Defendant begs Leave to urge what will be most in this Defts favour, and what will shew the Complain^t. Demands is founded upon nothing of this pretended mortgage is about Twenty six or Twenty seven years ago.

That this Defendants father (on whome this Demand ought to have been made) has not been dead above three years, may it not be reasonably Demanded why in so many Years, neither the Complainant nor his trustees have sued for this pretend^d. mortgage.

Again why does the Complainant in his bill of complaint sett forth he has a bill of sale and mortgage bond ready to produce, when he can produce neither for the mortgage bond he has produced is only a Copy of the bond which was register'd many years ago and which any body may have if they apply for it though it should be Twenty years after the original bond is cancell'd for tho the original bond is taken up the copy stands in the Registry and tis hoped such Cobby shall not be brought as a mortgage bond without either bill of sale or any Title to support it.

Again this Defendant pleads further that this House the Complainant makes a demand on, was sold but about six years ago to an Armenian at which time the now Complainant could not be less than seventeen years of age and yett he pleads infancy why was no stop or Interruption laid in the way to forbid the sale of this house, why has the purchaser been in quiet possession of the house for above these six years from whome this Defendant has borrowed the bill of sale to produce, when this Honourable Court shall please to call for it, but this is now a common practice amongst many of this Defendants cast, to trump up these sort of Demands after all the antient parties of the family are dead, in hopes no proofs can be produced with in the memory of the successor, and that

for want of being disproved, the Demand must be admitted to be true, a very hard case to the Relicts of the family and very much to the Distress of poor widdows and orphans all which this Defendant humbly refers to the judgem^t. of this Honourable Court.

And this Defendant saith as in and by his said answer he hath all ready said and does and will aver and maintain every thing and things therein to be true and Certain in such manner and forme as in therein and and thereby sett forth alledged and expressed.

HENRY DEVEIL *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 complaint in a certain cause wherein one Arnachilum is Compl^t and Nella Tombee and Nella Moortee are Defend^{ts}.

To ALL the Witnesses *Imprimis* Do you know the Parties Complainants and Defts. or either of them and how long have you known them or either and which of them declare.

2^d. To Veraparmoll and Shershia Item Do you know that the Complainants father Lent a certain Person any money who was the Person to whom the money was Lent how much was the money so Lent on what account was said money Lent what (if any) security was Given for the repayment of said money what Do you know of Coja Markan Declare.

3^d. To Sumadrue Item Do you Remember the father of the Complainant, did he ever put any Papers or Cajans into your hands if yea did you ever loose or mislay any of them if yea what was the Purport of the paper or cajan so Lost or mislaid Declare.

4th. 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 beleive with the reasons of such your knowledge or beleif Declare.

WILLIAM DUMBLETON. *Attorney for the Complainant.*

MAYORS COURT AT
MADRAS PATNAM.

Between Arnachilum Complainant
and Nella Tomby and Nella Moortee
Defendant.

DEPOSITIONS of Witnesses in this cause taken by and before the examiner in this Court as follows.

VERAPERMAUL of Madras Merchant aged 40 years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 16th. day of April 1743 shewn at the office of Mr. Henry Deveil attorney for the Defendants by Connecapa who Left a note of the name Title and place of abode of the said Verapermaul 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 Compl^t. 14 years and the Defendants 24 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he does not of his own knowledge know, but hath heard the Complainant lent a sum of money to the Defendant Nella Moortee's husband Moorteapah but never heard the amount thereof, that the said Moorteapah Borrowed such sum to redeem a mortgage of his House and delivered his bill of sale of the same as security for the repayment of the money so borrowed to discharge the first he further saith in regard to the matters required of relating to Coia Markan. that he (this Deponent) serving the said Coia Merkan about seven years agoe, the Complainant came to his master and advised him not to lend the said Moorteapah money or his house

and to with draw what he had already lent, he the Complainant having a Prior mortgage of the same taken by his father and that the bill of sale was Given for securing the repayment of the money, which his mother had deposited in the hands of one Sumadrue Modelare who had lost it to which Coja Merkan made no other reply than to bid him begone about his business and more saith not to this Interrogatory.

To the Last Interrogatory this Deponent saith that about four months since the Defendant Nella Moortee went to the Complainant's mother and falling at her feet petitioned her not to proceed on with the suit, she and her family being very Poor and not able to pay her at that time, the Complainant's mother replied we have had patience a long time therefore insist on the payment of the money immediately or that the Prosecution of the Cause should goe forward the Defendant Nella Moortee continued to entreat her patience and that she would discharge the Debt as she was able & further saith not.

JOSEPH GITHIN. *Exam^r.*

VERAPERMAUL.

SHEESHIA OF Madras Peon aged 55 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 knows the Complainant 20 years and the Defendant he hath known 24 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knows the Complainants father Lent the sum of Thirtyfive Pagodas to Moorteeapah the Defendant Nella Moortees Husband but on what account or for what intent knows not, that a mortgage bond of his house together with the bill of sale was given as security for the repayment of the above sum he further saith as to the matters required of relating to Coja Merkan that he (the Complainant) hearing Coja Merkan had also taken a mortgage of the said House of the Defendant Nella Tomby for the sum of thirty Pagodas or thereabouts went and informed him of his Prior mortgage on the same on which Coja Merkan recalled his money and returned the bill of sale that he had taken and further saith not to this Interrogatory.

To the Last Interrogatory this Deponent saith that he (this Deponent) by the Complainants order Demanded the above sum of thirty five Pagodas twice of the Defendant Nella Tomby who was often returned, for answer, as he hath put me in Court lett him wait the Decision he further saith that the Defendant Nella Tomby afterwards came to this Deponent and offered to pay the principal and more saith not.

JOSEPH GITHIN. *Exam^r.*

THE MARK OF SHEESHIA.

SUMADRUE of Madras Conicoply aged 52 years or thereabouts. being produced as a Witness in this Cause on the part of the Complainant and afterward being sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath Known the Complainant 20 years and the Defendant Nella Moortee he hath so known 20 years but hath no Certain knowledge of Nella Tomby.

3^d. To the third Interrogatory this Deponent saith That he remembers the Complainants father and that he delivered a paper to his Care containing the mortgage of the House of one Moorteeapah the Defendant Nella Moortee's husband, but cannot recollect the receiving more papers than the above mentioned or Cadians, duration of time having erased it from his Memory he further saith that he hath Lost the said Paper as he verily beleives, having search'd for it since at the Complainants entreaty but could not find it and not Remembring that he ever returned it and more saith not to this or the last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

SUMADRUE.

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 17th. day of May Anno Domini
1743 Between Arnachilum of Madras Merch^{ts}.
Complainant and Polla Nella Tombee merch^t.
and Nella Moortee widow of the same place
Defendants.

This cause coming on this day to be heard and Debated before this Court in presence of the Parties and their attorneys on both sides, on hearing the Complainants bill the Defendants answer, the Replication and Reioynder also the Proofs taken on the part of the Complainant (the Defendants not having produced any) 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 shall pay unto the Complainant the full and just sum of Thirty five pagodas Current of Madras so much appearing to be due on the mortgage bond on which the Plt. sues and also the Costs of this suit and in default of payment at or before the Expiration twenty one 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.

¶ CUR

NOAH CASAMAJOR.
Reg^r.

12TH. APRIL 1743.

TO THE HONOURABLE THE MAYORS
COURT AT MADRASPATNAM.

HUMBLY COMPLAINING SHEWETH unto this Honourable Court your Orator Pilla Chittee Vencatashia of Madras Dubash That one Poncala Gopaul having occasion for a sum of money applied himself unto your Orator for the Loan thereof whereupon your Orator did advance and lend unto the said Poncala Gopaul the sum of Twenty six Pagodas current of Madras, and for securing the repayment thereof he the said Poncala Gopaul did give unto your Orator one bond or obligation bearing date in Fort St. George the Twenty third day of July in the year of our Lord one Thousand seven Hundred and Forty Two which by a Translate thereof hereunto annexed will more fully and at Large appear and your Orator shews that the said Poncala Copaul having a further occasion for money applied himself a second time unto your Orator for the Loan thereof whereupon your Orator did advance and Lend unto him the said Poncala Gopaul the further sum of Pagodas Twenty for security of which he the said Poncala Gopaul did give unto your Orator one other bond or obligation also bearing date in Fort St. George the Twenty sixth day of August in the year of our Lord one Thousand seven Hundred and Forty Two thereby Promising to pay your Orator on Demand as will appear by a Translate thereof hereunto annexed and your Orator further shews to this Hoñble Court that the said Poncala Gopaul still having a further occasion for money did apply a third time to your Orator for the Loan thereof whereupon your Orator did advance & Lend unto him the said Poncala Gopaul the sum of Pagodas Twenty five and for securing of which he the said Poncala Gopaul did give unto your Orator one other bond or obligation bearing date in Fort St. George the Twentieth day of October in the year of our Lord one Thousand seven Hundred and Forty Two thereby promising to pay your Orator on Demand as will Likewise appear by a translate thereof hereunto annexed and your Orator shews that the three aforesaid bonds in all amounts to Pagod^s. seventy one Current of Madras which in sterling money of Great Britain allowing eight shillings ¶ Pagoda amounts to the sum of Twenty eight Pounds eight shillings or thereabouts and your Orators shews he hath in the most friendly manner requested the said Poncala Gopaul to make payment of the aforesaid three bonds.

But now so it is may it please this Honourable Court the said Poncala Gopaul absolutely refuses to give your Orator any satisfaction in the Premises.

To the end therefore that the said Poncala Gopaul 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 were here again repeated and Interrogated and be Decreed to pay your Orator the aforesaid Principal sum of seventy one Pagodas together with such Interest as now is or may hereafter become due thereon and that your Orator may have such further and other Relief in the Premises as shall be agreeable to equity and good Conscience.

HENRY DEVEIL. *Attorney for the Complain^t.*

23^d. JULY 1742.

I Gopaul son of Poncala Krishnama Naigne do hereby acknowledge to have borrowed and Received of Pillare Chitty Vencatashem the full and just sum of Twenty six Pagodas current of Madras which sum I promise to pay in October next ensuing with Interest at eight $\frac{1}{2}$ cent.

WITNESS.

Pentapatee Nursue
Chinniah.

Drawn by Pentapata Raganiakaloo.

Translated from a Cadjan said to the the original.

PONCLA GOPAUL.

JOSEPH GITHIN. *Exam^r.*

26th. AUGUST 1742.

I PONCLA GOPAUL do hereby acknowledge to have borrowed and Received of Pillare Chitty Vencatashen the full and just sum of Twenty Pagodas current of Madras which sum I promise to pay on demand with Interest at nine $\frac{1}{2}$ cent.

Drawn and signed by
PONCLA GOPAUL.

WITNESS

Pentapatee Nursue.
Chinniah.

Translated from a Cadjan said to be the original.

JOSEPH GITHIN. *Exam^r.*

20th. OCTOBER 1742.

I PONCLA GOPAUL do hereby acknowledge to have Borrowed and Received of Pillare Chitty Vencatashen the full and just sum of Twenty five Pagodas Current of Madras which sum I promise to pay on Demand with Interest at eight $\frac{1}{2}$ cent.

Drawn and signed
PONCALA GOPAUL.

WITNESS.

Chendragree Rangapahs mark

Vathalla Stremon Narraindee

Translated from a Cadjan said to be the original.

JOSEPH GITHIN. *Exam^r.*

MAYORS COURT AT
MADRAS PATNAM.

TUESDAY the 24th. day of May A D 1743 Between Pillachilla Vencatashia of Madras Dubash Complainant and Poncala Gopaul of the same place merchant Defendant.

UPON hearing the Complainants bill and Translates of three bonds under the Defend^{ts}. hand dated the 23^d. July 1742; 26 August 1742 and 20th. Oct^r. 1742 for the sums of P^s. 26 P. 20 and P. 25 read and it appearing to this Court that the Defendant hath been served with the Regular Process to answer the Complainants bill but will fully and obstinately refusing to do this Court doth therefore think fit to order and Decree and doth accordingly order and Decree That the Defendant shall pay unto the Complainant the full and just sum of seventy one Pagodas Current of Madras so much appearing to be due on the beforementioned bonds together with such Interest after the rate of eight per cent annuum from the date of the said bonds as now is or shall hereafter become due thereon until full payment is made and also the costs of this suit.

per CUR.

NOAH CASAMAJOR.
Reg^r.

15TH. MARCH 1742/3.

TO THE HONOURABLE THE MAYORS COURT AT
MADRAS PATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Oratrix Devonna Inhabitant of Madras that your Oratrix and your Oratrixs sister by name Tongull did in the month of October in the year one Thousand seven Hundred and thirty seven Deposit in the hands of one Coda Chittee Pitchary Merchant of Madras one Hundred Pagodas Current coin of Madras which in sterling Money of Great Brittain accompting each Pag^s. eight shillings amounts to Forty Pounds or thereab^{ts}. and your Oratrix further shews that at the time your Oratrix and her sister aforementioned Put the above sum into the hands of the beforemention'd Coda Chittee Pitchary he the said Coda Chitty Pitchary did make sign and give unto your Oratrix and your Oratrix's said sister Tongull one Cajan bond Note or obligatory writing bearing date the Day whereon the Money is herein before said to be deliver'd the Purport of which is that the said money should remain in the hands of the said Chitty Pitcharry at Interest of eight per cent which Interest the said Pitcharry obliged himself to pay monthly unto your Oratrix and your Oratrixs said sister Tongull and in Case your Oratrix's sister shou'd mary then the said Pitchary obliged himself to pay unto your Oratrix's sister the half of said sum or Fifty Pagodas and the remaining Fifty Pagodas was to be paid to the Demand of your Oratrix and your Oratrix further shews unto this Honourable Court that since the Transactions herein recited happen'd your Oratrix's said sister has departed this Life to whom your Oratrix according to the Laws and Customs of your Oratrixs cost (your Oratrix) (being next of kin to your Oratrixs Deceas'd sister) is Heiress and your Oratrix further shews that after the Death of your Oratrix's sister as before shewn the said Chittee Pitcharry Likewise Departed this Life Leaveing behind him one son by name Velida Pitcharry who was Posses'd himself of all and singular his Deceas'd father's effects sufficient to pay your Oratrix's Demand with a Considerable overplus or whom your Oratrix hath often and that in the most amicable manner Demanded Payment of the aforesaid sum with Interest But now so it is may it please this Honourable Court the said Vellida Pitcharry has by Trifling excuses put your Oratrix off from time to time till at Length there is Due to your Oratrix near 3 years Interest and your Oratrix finding all amicable Proposals Ineffectual your

Oratrix is forc'd to have Recourse to this Honourable Court for redress from whome she prays all General Beleif such as to them shall appear agreeable to equity and good conscience is the end of the bill.

WILLIAM DUMBLETON. *Attorney for the complainant.*

Translate of an agreement dated Oct^r. 5th. A.D. 1737.

I CODA CHITTY Pitcharry do hereby acknowledge to have Received of Devonna and Tongall Daughters to Subramoney Chitty the full and just sum of one Hundred Pagodas current for Interest of which sum I am to allow and pay them monthly Twenty four fanams and am further hereby obliged on Tongalls altering her Condition to repay her half, that is to say fifty Pagodas towards her Wedding and to take care of the managem^t. of the same and in case of sickness in either to supply them as far as two or three Pagodas, that no other person whatever has authority to Demand the Principal but the above named Devonna and Tongall.

Drawn & signed by Pitcharree.

WITNESS

Rangamarr Bangapa Chitty.
Ery Chitty Narmin Chitty.
Pollava Cheddum Burum Chitty.
Nailu Nilla Chitty.
Mullagee Bime Chitty.
Mootoo Vashe Linga Chitty.
Chinnapatee Vellapah Chitty.

Translated from a copy of the original.

JOSEPH GITHIN. *Exam^r.*

**MAYORS COURT AT
MADRAS PATNAM.**

Tuesday the 7 day of June A. D. 1743 Between
Devonna Inhabitant of Madras Complainant and
Vellida Pitcharry of the same place Merch^t.
Defendant.

ON HEARING the Complainants bill and Translate of a bond dated the 5th. day of October 1737 thereunto 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 This Court doth therefore think fit to order and Decree and Doth accordingly order and Decree That the Defendant shall pay unto the Complainant the full and just sum on one hundred Pagodas current of Madras so much appearing to be due on the beforementioned bond together with such Interest after the rate of eight $\frac{1}{2}$ cent $\frac{1}{2}$ annum as now is or shall hereafter become due thereon, until full payment is made and also the Costs of this suit.

$\frac{1}{2}$ CUR

NOAH CASAMAJOR.
Reg^r.

17TH. JUNE 1734.

TO THE HONOURABLE THE MAYORS COURT AT
MADRAS PATNAM.

HUMBLY complaining sheweth to this Honourable Court your Orator Trevenbelum Pandarrum Merchant of Madras that one Tommina Govinda Chitty also Residing in Madras having occasion for a sum of money did apply to your Orator for the Loan thereof whereupon your Orator did advance and lend unto the said Tommina Govinda Chitty the sum of thirty Pagodas current of Madras which in

sterling money of Great Brittain allowing eight shillings p^r. pagoda amounts to Twelve pounds or thereabouts and for securing repayment thereof he the said Govinda did sign and give unto your Orator one bond or obligation bearing date in Fort St. George 11th. of July 1742 as will appear by a translate herewith annexed to which your Orator most humbly refers and your Orator shews he hath frequently in the most friendly manner requested payment of the said Govinda but without effect.

To the end therefore that the said Govinda Chittee 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 pay your Orator his said money with 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 DEVEIL *Attorney for
the Complainant.*

MADRASPATNAM. JULY 11th. 1741.

I POLLIAM Tumine Govinda Chitty do hereby acknowledge to be indebted to Trevemalum Pandaru in the sum of Thirty Pagodas ourent of Madras which sum I Promise to pay with Interest at Nine p^r. cent provided Gossam Mahomud Labbee, has not discharged the same, having before given a bond for the payment thereof.

Drawn and signed by
GOVINDA CHITTY.

Witness.

Nella Tomby.

Daundarna Chinganah Chitty.

Translated from a Cadjan said to be the original.

JOSEPH GITHIN. *Exam^t.*

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 14 day of June A D 1743 Between
Trevemalum Pandarum of Madras Merchant
Complainant and Tomine Govinda Chitty of the
same place also Defend^t.

ON HEARING the Complainants bill and Translate of a bond thereunto annexed read & the Defendant being in Court and acknowledging the execution of the said bond This Court doth therefore think fit to order and Decree and doth accordingly order & Decree and doth accordingly order and Decree [*sic*] That the Defendant shall pay unto the Complainant, the full and just sum of Thirty Pagodas so much appearing to be due on the beforemention'd bond together with such Interest after the rate of eight p^r. cent. p^r. annum as now is or shall hereafter become due thereon until full payment is made and also the costs of this suit.

☞ CUR.

NOAH CASAMAJOR.
Reg^r.

14th. JUNE 1743.

TO THE HON^{BLE}. THE MAYORS COURT AT
MADRASPATNAM.

THE HUMBLE PETITION OF ROBERT SLOPER.

SHEWETH

That the office of an attorney in this Honourable Court being become vacant by the death of M^r. John Russell your Petitioner humbly begs Leave to offer him self to succeed him in that employ in which your Petitioner will not fail using his utmost endeavours to deserve the Notice of this Honourable Court by acquitting himself of the Trust reposed in him with diligence and fidelity.

Your Petitioner as in duty bound shall ever pray.

WILLIAM DUMBLETON. *Attorney for
the Petitioner.*

GRANTED.

TUESDAY THE 14TH. JUNE ANNO DOMINI 1743.

MAYORS COURT AT
MADRASPATNAM.

The said Robert Sloper is admitted an attorney of the said Court and sworn in.

⌘ Cur.

NOAH CASAMAJOR.
Reg^r.

JUNE 29TH. 1742.

TO THE HONOURABLE THE MAYORS COURT
AT MADRASPATNAM.

HUMBLY complaining sheweth unto this Honourable Court your Orator Moota Rassapa Chitty Merchant of Madras and now Liveing and residing therein having had sundry dealings with one Coja Maroot Merchant also now Living and residing within the place aforesaid and your Orator shews unto this Honourable Court that the said Maroot being (in the year of our Lord one Thousand seven Hundred and Thirty nine) bound on a voyage from this Port to Manilha and back again to this Port your Orator did apply himself to the said Coia Maroot requesting the Loan of one thousand Three Hundred Pagodas at Respond^a. on the said ship whereon the said Maroot shou'd go which sum the said Maroot did Lend unto your Orator unto which sum your Orator added further Two Hundred Ninety Nine Pag^s. and six fannams and therewith Purchas'd sundry sorts of goods such as painted Cloths &ca which goods your Orator Loaded on board the said ship whereupon the said Coja Maroot went to Manilha and desired the said Maroot to sell and dispose of the same at Manilha which the said Coja Maroot undertook and promised to do and your Orator further shews unto this Honourable Court that the said ship arriv'd safe at the Port of Manilha and the said Maroot there Dispos'd of your Orators Goods and on his return from Hence to this Port Deliver'd in his account sales of said goods wherein it appear'd that the procedure of said Goods clear of all charges such as commission Freight customs &ca amounted to one Thousand six Hundred and sixty four Pag^s. current coin of Madras which in sterling money of Great Brittain accounting each Pagoda eight shillings amounts to six Hundred sixty five Pounds Twelve shillings or thereabouts and your Orator shews your Orator hath received in Part of said Debt Pagodas one Thousand and Five Hundred and eight as ⌘ account Current hereunto annex'd reference being thereto had will more fully appear and your Orator further shews unto this Honourable Court that your Orator hath often in the most amicable manner Demanded of the said Coja Maroot Payment of the Remaining sum being one Hundred and Fifty six Pagodas but now so it is may it please this Honourable Court the said Coia Maroot absolutely refuses to give your Orator any manner of satisfaction your Orator therefore prays a General Relief Touching the Premises such as may be agreeable to equity and good conscience is the end of the bill.

WILLIAM DUMBLETON *Attorney for the
Complainant.*

Dr.

COJA MAROOT HIS ACCOUNT CURR^t.

<p>To an adventure of sundry goods to be sold by him at Manilha 1599 6 —</p> <p>By Profit on the sale of the above adven- ture clear of all charges 74 30 —</p> <hr/> <p>Pagodas .. 1674 — —</p>		<p style="text-align: right;">Rs.</p> <p>By cash at Respondentia at 16 cent ₨ for the voyage 1300 — —</p> <p>Preemium on the above sum 208 — —</p> <hr/> <p>1508 — —</p> <p>Ball^{ce}. remaining due .. 166 — —</p> <hr/> <p>Pagodas . 1674 — —</p>
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FORT ST. GEORGE JUNE 28 1742.


ERRORS EXCEPTED ₨
MOOTA RASSAPAH CHITTY.

SWORN 4TH. JULY 1742.
 CORN^S. GOODWIN MAY^S.
 6TH. JULY 1742.

The answer of Coja Maroot Armenian Merchant
 Defendant to the bill of complaint of Moota
 Rassapah Chitty Complainant.

He this Defendant saving and reserving to himself all Benefit and advantage of Exception to the manifold errors incertaintys and Insufficiencys in the said bill contain'd for answer thereunto or to so much thereof as this Defendant is advised materially Concern this Defendant to make answer unto he this Defendant answereth and saith.

That he Doth admitt it to be true that he this Defendant did Lend to the Complainant the sum of one Thousand three Hundred Pagodas at respondentia on the ship Neivestra Senora del pylar y San Francisco Xavier bound from this Port to that of Maneila and this Defendant doth admitt to have been Detain'd in Manilha Two years and Nine months or thereabouts nor could this Defendant return sooner by reason this Defendant could not make sale of his goods some on account of his owners cargo, which he had all along remaining on his hand.

And this Defendant admitts to have had sundry Goods of the Compl^s. for sale but not as he pretends in his Erroneous acco^t. to such an amount as one Thous^d. five Hundred and Ninety and nine neither does this Defendant understand the Complts. account of proffitt thereon by him call'd Pagodas 74. 30. —all this Defendant declare under oath is this that the Complainants goods sold for Pagodas 1741. 7. 6 intrest included as p^r. this Defendants account sales hereunto annex at the foot of which it will more fully appear and to which this Defendant most Humbly refers and to which account this Defendant has also annex another account to shew the Complainants Errors by several omission to this Defendants prejudice and by which account will appear that if the Complainant will Take his account a little to peices that is to say Lett him go Back to his original specie of Dollars from whence he has taken his Ballance of Pagodas he will there observe his first Error of omission to our prejudice is this Viz. he neither Gives nor takes interest in the making up his account because he knows that this Defendants account of Interest will amount to 140 pagodas 35 fanams more than his own account of Interest as his shewn by the Two articles mark'd in this Defendants account  on the Credit side and thus \oplus on the Debtor side a Great omission to our prejudice.

Another of the Complainants Errors is this that the Complainant in turning his Dollars into Pagodas he makes no Deduction thereon for want of weight Whereas every body knows that to make up such Deficiency of waight [*sic*] there must be allow'd for every thousand Dollars 15 $\frac{3}{4}$ which the Complainant omitts to our Prejudice Pagodas 26. 11. 8 as in the account annex marked thus $\#$ will appear, the next article to our Prejudice is account of Freight omitted for 2 several sums on Two several ships which must be allow'd this Defendant for suppose this Defendant had brought over all the Complainants money together with him must not the Compl^t. have paid the freight thereof as this Defendant could not sell the Complainants goods so as to return the money By the same ship they came in which being 1 $\frac{1}{2}$ p^r. cent on Spanish Dollars (2447) makes or ought to make a deduction of freight to our advantage Pagodas (25. 16. 72) and which is mark'd thus \oplus in this Defendants accounts annex these several Errors rectified will shew to this Honourable Court that the Complainant stands indebted to this Defendant in a ballance of Pagodas 26. 28. 74 instead of this Defendants owing the Complainant as he pretends Pagodas 166 Giving him Credit for his said pretended Ballance his own way all which matters and things this Defendant is ready aver maintain and prove as this Honourable Court shall Direct and humbly prays to be hence Dismissed with his reasonable costs in this behalf most wrongfully sustain'd.

HENRY DEVELL Attorney for the
 Defendant.

TRANSLATE of a Respondentia bond bearing date Madraspatnam July the 15th. Anno Domini 1739.

I Moota Raseapah son of Matha Nanella Chitty do hereby acknowledge to have borrowed and Received of Coia Maroot de Dousa the full and just sum of one Thousand three Hundred Pagodas current of Madras which said sum is to Run at respondentia on the ship Nuestra Sencora D' Pillare y Son Francisco Savier from this Port of Madras to that of Manilha and back again from the said Port of Manilha to this Port in the said ship or any other that shall bring the produce of the venture I send by him to be sold for my account at and after the rate of sixteen p^r. cent premium which said Principal and Respondentia I promise to pay at or before the Expiration of one and Twenty days after the arrival of the ship that shall bring the produce of my venture so sent by the said Coja Maroot to this Port.

MAUDOVA MOOTA BASEN.

WITNESS.

Chevoo Chitty.

Shaundeapah.

Drawn by Chillereapen.

Translated from a paper writing said to be the original as near as it will admit.

JOSEPH GITHIN. *Exam^r*.

Dr.

1739	To his Respondentia		
JULY 18	bond to me upon ship		
	Nuesha Senora del		
	Pylar y San Fran-		
	cisco Xavier at		
	Manilha for Princi-		
	pal	P 1300	— —
	Premium 16 $\frac{1}{2}$ cent for		
	the Voyage ..	208	— —
	Interest from 1740 to		
	1742 is 2 years at		
	10 p ^r . cent p ^r . annum		
	on Principal Pagodas		
	1300	260	— ..
	Carried over ..	<u>1768</u>	— —

MUTTU RASHAPA CHITTE.

Cr.

1740/1	By sundries sold in Manilha			
JANRY.	account his private adven-			
20	ture with me thither viz.			
	Corge. pr.			
	Lampasses — 4 ..	24	— —	
	Ditto .. 11 . 15 at 105			
	$\frac{1}{2}$ Corge	1233	— —	
	Ditto .. 5 . 16 at 100	580	— —	
		<u>1767</u>		
	17 15 Cubits,			
	Doll ^{rs} .	1837	— —	
	Chints .. 3 of 18 Long at			
	7 p ^r . p ^a	420	— —	
		<u>2257</u>	— —	
	Deduct Charges Merchan-			
	dize.			
	Freight 14 $\frac{1}{2}$ cent on			
	Dollars 2257 ..	316	— —	
	Commission and charges			
	7 $\frac{1}{2}$ $\frac{1}{2}$ cent on Spanish			
	Dollars....1941 ..	145	4 6	
		<u>461</u>	4 6	
		<u>1795</u>	3 6	
	Freight 1 $\frac{1}{2}$ $\frac{1}{2}$ cent on Dollars			
	1795 3 6	3	6 —	
	Remitted $\frac{1}{2}$ ship S ^t . Thomas			
	to Madras .. .. .	..	27 6 —	
		<u>1768</u>	3 —	
	By Interest on Dollars 1768			
	from January 20 th . 1740/1			
	to January 20 th . 1741/2 is			
	1 year at 10 $\frac{1}{2}$ cent $\frac{1}{2}$			
	annum .. .. .	..	176 6 —	
		<u>1945</u>	1 —	
	Carried over ..	<u>1768</u>	— —	
	Carried over ..		<u>1945</u>	1 —

Brought over .. 1768 — —

1741/2 By further sales of his
 JANBY. Private adventure viz.
 Corg p^s.
 20 Lampasses .. 10 1 at
 80 $\frac{3}{4}$ Corgs 804 — —
 Chints 6 16 — —

820 — —

Deduct charges
 merchandize
 Freight 14 $\frac{3}{4}$
 cent on
 Dollars 820.. 114 6 6
 Commission and
 charges 7 $\frac{1}{2}$ $\frac{3}{4}$
 cent on 705.. 52 7 —

167 5 6

652 2 6 ~~28~~

Freight 1 $\frac{1}{2}$ $\frac{3}{4}$ cent on Dollars
 652 2 6 laden on ship
 sum Sundarset to Madras.

9 6

642 4 6

2587 5 6

Allowance of 15 $\frac{1}{2}$ $\frac{3}{4}$ mill on
 full weight Dollars ..

40 6 —

Spa Dr^s. ...

2546 7 6

dolls.
 at 14 $\frac{1}{2}$ $\frac{3}{4}$ 10 Pagodas is
 By ballance due from Mottu
 Rasapah Chitty to Coia
 Maroot

P1741 7 6

26 $\frac{1}{2}$ 28 74

Pagodas .. 1768 — —

Pagodas ...

1768 — —

Brought over .. 1945 1 —

Pleadings in the Mayor's Court, 1742-43

111

FORT ST. GEORGE 1ST. JULY 1742

ERRORS EXCEPTED.
 MAROOT JOSEPH.

Dr.	MUTTU RASAPAH CHITTY for omission and errors in his account current.	Cr.
<p>To Interest 10 $\frac{1}{2}$ cent on Principal of his Respondentia bond to me for Pagodas 1300 for 2 years the bond was not discharged and omitted in his account to give me credit by which Sustain a wrong of</p> <p>To difference of 15 $\frac{1}{4}$ $\frac{1}{2}$ mile in not deducting it from Spanish Dollars 2448 $\frac{1}{4}$ to make full weight dollars and reckoning all together at 14 $\frac{1}{2}$ under weight dollars $\frac{1}{2}$ 10 Pagodas the ^{ris. fls.} difference is 38 Dollars 2 5 — after the above Rate makes</p> <p>To Freight 1 $\frac{1}{2}$ $\frac{1}{2}$ cent on the following sums laden upon ships S^t. Thomas and Sam Samderseat to Madras which is omitted to credit me in his account viz. On Sp^a. Doll^rs. 1795 3 6 marked in my account</p> <p>thus </p> <p style="padding-left: 100px;">652 2 6</p> <p>marked in my account</p> <p>thus </p> <p style="padding-left: 100px;">9 6 —</p> <p>Sp^{as}. Dollers 2447 6 —</p> <p style="padding-left: 100px;">Pagodas</p>	<p>By Ballance he makes in his favour by an account stated by him the 28 June 1742 in his account marked P 166 — —</p> <p>By Interest 10 pr. cent on Spanish Dollars 1768 . 3 — for 1 year being the amount sales of part adventure sold on money receiv'd in Manilha in 1741 on his account which he omits to debt me for by reason my account interest amounts to more than his ^{ris.} which is Spanish Dollars 176 6 at 14 $\frac{1}{2}$ full weight doll^rs. $\frac{1}{2}$ 10 Pagodars is</p> <p style="text-align: right; padding-right: 20px;">118 35 6</p> <hr style="width: 100%;"/> <p style="text-align: right;">284 35 8</p> <p>Ballance due from Muttoo Rasappa Chittee to Coja Maroot Irsepah as his other account here annext</p> <p style="text-align: right; padding-right: 20px;">25 28 74</p>	<p>Pagodas 311 28 —</p>
<p style="text-align: right; padding-right: 20px;">260 — —</p> <p style="text-align: right; padding-right: 20px;"># 26 11 —</p> <p style="text-align: right; padding-right: 20px;">Doll^rs. 27 6 —</p> <p style="text-align: right; padding-right: 20px;">9 6 —</p> <p style="text-align: right; padding-right: 20px;">36 6 6 26 16 72</p> <p style="text-align: right; padding-right: 20px;">311 28 —</p>		

FORT S^t. GEORGE JULY 3^d. 1742.

ERRORS EXCEPTED.
MAROOT JOSEPH.

N.B.—It is customary for Persons that go to Manilha if they are Detain'd for want of Quick sale every season that Exceeds the Limited time for payment all moneys so Detain'd must be Liable to 10 pr. cent but Mutturazerpah Chitty endeavours to omit in his account all charge of Interest on either side because this Defend^rs. account of Interest will amount to more than the Complainants.

JULY 20th. 1742.

The Replication of Mootoo Rasapah to the answer of Coja Maroot.

This Replyant saving and Reserving to himself now and at all times hereafter all and all manner of advantage and Benefit of Exception to the manifold Errors and Imperfections in the Defendants said answer contained for replication thereunto or to so much and such Part thereof as he this Replyant is advised doth materialy concern him he this Repliant saith That he did deliver into the hands of the Defendant an adventure to the amount of one Thousand five Hundred and Ninety Nine Pagodas and one Eighth (Pagodas 1599 $\frac{1}{8}$) as will appear P Invoice annexed—and this repliant saith That the Defendant cannot be so ignorant of the

^{P.}
 article of Proffit 74 $\frac{7}{8}$ inserted in the account annex'd to this Replyants bill as the Defendant pretends for the Defendant himself gave in the presences of divers credible. Witnesses this Replyant an account of the said adventure as follows viz. that it amounted clear of all charges to one Thousand six Hundred and seventy four (1674) Pagodas so that if the Defendant will only add seventy four (74) Pagodas and one eighth ($\frac{1}{8}$) to the original sum of one thousand five hundred and Ninety Nine (1599) Pagodas and one eighth ($\frac{1}{8}$) he will easily find out the meaning of what he pretends is to him so misterious and it will further appear by the account annexed which account was by the Defendant himself verbally given to this Replyant and at the same time taken down in writing as to omission of Interest this Replyant hath made none for this Reply^t. saith that when this Replyant delivered the said adventure to the Defendant this Replyant not caring wholly to risqu^e. so great a sum he this Replyant in part to secure himself did borrow of the Defendant one thousand three Hundred (1300) Pagodas at respondentia on the said adventure which said money and Premium was agreed to be paid at or before the space of Twenty one days after the arrival of the ship that should bring the produce of the said adventure as by the translate of the said bond by the Defendant himself annext to this answer and which this Replyant humbly recommends to the Particular observation of this Honourable Court will appear so that when this replyant obtains the produce of this venture, then the Defendants Principal and Preemium is due but this reply^{ts}. cannot admitt any land Interest to be due thereupon because this Replyant made no such agreement for if such a thing had been it would and ought to have been inserted in the said Respondentia bond—as to the Defendants requiring Deduction for back of weight this Replyant saith it is unreasonable this Replyant desiring that the Defendant would deliver him the Dollars according to the aforesaid account and then this Replyant is ready and willing to pay him the Principal and Preemium due on the said Respondentia bond so that he can have no pretence to insist on any deduction on that account as to the one and half P cent for freight by the Defend^t. imposed upon this replyant this Replyant thinks it very unreasonable and is what the Defendant has invented Lately to swell his account and Lessen the money which ought to come to this replyant for this replyant humbly begs Leave to acquaint this Hoñible Court that upon the Defendants arrival from Manilha he gave an account to this repl^t. wherein he only charged fourteen P cent freight 5 P cent commission and 2 $\frac{1}{2}$ P cent charges which this Replyant allowed of and consented to but as to the additional article of 1 $\frac{1}{2}$ P cent for Frieght this replyant well hopes that this Honourable Court will concurr with this replyants oppinion viz. that it is altogether unreasonable and now this replyant humbly begs Leave to lay before this Honourable Court the Defendants shuffling dealings with this replyant in this affair—when he came from Manilha he settled accounts with this replyant and admitted and acknowledged that there was due to this replyant clear of all charge a ballance of one Hundred and sixty six (166) pagodas which he promised to pay the next day but when this replyant came for the money according to the Defend^{ts}. appointment he makes a demand of one hundred and thirty (130) Pagodas for a year Intrest of the sum one thousand three Hundred (1300) Pagodas Lent on Respondentia and then offered to pay a ballance of 36 Pagodas only to this Replyant how unreasonable this was this Replyant has above made out

as he this replyant humbly hopes to the satisfaction of this Honourable Court all and singular which matters and things this replyant will averr maintain and Justify this Honourable Court shall award and humbly prays as in and by his said bill he hath already prayed.

WILLIAM DUMBLETON. *Attorney for
the Complainant.*

Invoice of sundrys Deliver'd into the hands of Maroot Joseph on adventure to Manilha who took the following Particulars with his own hand writing viz.

	Corge.	P ^s .	P ^s .				
Lampasses 1 st . sort	17.	15.	@	55 $\frac{3}{4}$	Corge P	..	.. 976 $\frac{1}{2}$
Ditto....2 ^d . sort	10.	1.	@	37 $\frac{1}{2}$ $\frac{3}{4}$	Do.	..	.. 376 $\frac{7}{8}$
Chints 18 cubits Long	3		@	80 $\frac{3}{4}$	Do.	..	.. 240
Ditto 9 cubits Long	6		@	..	..	..	.. 6
	<u>31</u>	<u>2</u>	—				
					Pagodas	..	<u>1599 $\frac{1}{8}$</u>

FORT ST. GEORGE
JULY 1742.

1742-43-15-A

Dr.

The sundries sold in Manilha as ₹ his own account given me by him as follows viz^t.—

	Corge.	p ^s .	@	₹	Corge	
To Lampasses 1 st . sort	—	4	@	120	₹	24
To Ditto Do.	11	15	@	105	..	1233 $\frac{3}{4}$
To Ditto Do.	5	16	@	100	..	580
To Ditto 2 ^d . sort	10	1	@	80	..	804
To chints [. . .] long ₹	3	—	@	140	..	420
To D ^c . 9 cubits long	—	6	..	..	..	16
	<u>31</u>	<u>2</u>				<u>3077$\frac{3}{4}$</u>

Deduct charges merchandize Freight 14 ₹ cent
on Doll^r. 3077 $\frac{3}{4}$ 413

2646 $\frac{3}{4}$

Commission and charges 7 $\frac{1}{2}$ ₹ cent on Doll^r. 2646 $\frac{3}{4}$ 198 $\frac{1}{2}$

2448 $\frac{1}{2}$

@ 14 5/8 ₹ 10 Pagodas .. 1674

FORT ST. GEORGE JULY 1742.

ERRORS EXCEPTED
MUTTOO RASAPAH.

MAROOT JOSEPH.

Doll^r. P.

By my respondet a bond to him for principal
By Premium @ 16 ₹ cent as will appear by the translate
of the respondentia bond annexed to his answer

Cr.

P.

1300

208

1508

166

By ballance due from Maroot Joseph

PAGODAS ..

1674

Pleadings in the Mayor's Court, 1742-43

AUGUST 17TH. 1742.

The rejoinder of Coja Maroot Merchant of Madras Defendant to the bill of complaint of Moota Rassapah Chittee Complainant.

The said Defendant saving and reserving to himself now and at all times hereafter all manner of Benefit and advantage of Exception to the Incertainty and insufficiency of the said replication saith. This Defendant observes the Complainant in his replication wants to puzzle this cause annexing what he calls an Invoice said to be taken by this Defendant which is False and Erroneous for he tells us in his replication That he did Deliver into the hands of this Defendant an adventure to the amount of one thousand five Hundred and Ninety nine Pagodas (1599) Now Lett this Hoñble Court turn to the Translate of the Complainants respondentia bond annex to this Deft^s. answer and that shews manifestly the amount of that bond is no more than one thousand three Hundred Pagodas (1300) this is the amount of the bond and this is the amount of the adventure for the respondentia bond was only given to this Defendant by reason the Complainant did not care to take the risque upon himself, so that if the out sett of the adventure was no more than the contents of the respondentia bond for which this Defendant gives the Complainant credit, I say if it was no more, how can the Compl^t. alledge he Deliver'd an adventure to the amount of Pagodas 1599.

What the repliant says about Intrest is very Erronious viz. he says it ought to be understood no Land Interest can be due on the bond he gave because he made no such agreement. I suppose if a man Borrows mony and Gives a bond thõ no Intrest is mentioned yett nevertheless the equity of this Honourable Court would give releif for such omission unless the bond absolutely forbids Intrest for equity is not allways to be manaced by Quirks of the Law. The repliant again cavils about allowing for Deduction of weight in dollers when every body Knows there is allways a Deficiency of weight to make them current as this Defendant has charged in his account to evade which the Complainant in his replication says Lett him meaning this Defendant (give him the Complainant his account in Dollars).

Why did not the Complainant make that Demand before? must this Defendant have Lost his voyage kept his Dollars and made no purchase of goods but Lost the whole season to wait the Complainants Litigious proceedings nor could this Defendant pay the Complainant in any coin whatsoever while he insisted on this unreasonable Demand.

The next article the repliant murmurs at is 1½ % cent Freight this Defendant would fain Learn if any owners will take in treasure and bring it over for nothing, if any is it reasonable this Defendant should pay freight for the repliants treasure out of his own Pockett, The repliant is willing to allow as he says Freight for his goods going over but Denys freight for bringing the produce Back had this Defendant been capable of sending back the produce on the same ship that carried the adventure, then this Defend^t. would have charged no freight for the produce but every member of this Hoñble Bench well knows that goods cannot be sold at Manilla Just when the seller pleases; proper seasons and much care and prodence [*sic*] must be taken or the goods will be Lost.

Wherefore it was impossible to make returns by the same ship that brought the adventure for if this Defendant could have been so speedy in his sales there had been no occasion for this Defendants stay there three years or thereabouts for Dispatch of his affairs.

And this Defendant absolutely denys that ever he this Deft. Promised to pay the Complainant a ballance of 166 Pagodas as is falely [*sic*] pretended by the Complainant in his replication and this Defendant is and was allways ready to pay as this Honourable Court shall think is the Complainants due—and he also saith as in & by his said answer he hath allready said and does and will aver and maintain all and every thing and things therein contain'd to be true and certain in such manner and forme as is therein and thereby sett forth alleged and expressed.

HENRY DEVEIL Att^o. for the Defend^t.

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 Moota Rassapah Chittee is Complain^t. and one Coja Maroot Defendant.

To all the Witnesses Imprimiss Do you know the Parties Complainant and Defend^t. or either of them and how Long have you known them or either and which of them Declare To Eyacum Moodalare, Chinia Kistna, Chittariapa, Moota Cautaty, Anendo and Comrapah Item Do you know that the Complainant sent an adventure to Manilha by the Deft. if yea, say what did it consist of, what was the value thereof, and on what Terms, did the Defendant take charge of said adventure. Do you know that the Defendant Lent the Complainant some money if yea, on what Terms, was said money Lent, how much was the money so Lent, and how was it to be repaid, was there any Particular Terms, agreed to by the lender and the Borrower, at the Time the money was lent, if yea, say what they were. Do you know that after the return of the Defendant from Manilha the Complainant went to him to Demand an account of his adventure what did the Deft. answer were the accts. settled between Complainant and Defendant in your presence if yea in whose favour was the ballance if any were and what more past at that time Declare.

To all the Witnesses Item Do you know or can you say any other matter or thing material for the Compl^t. in this cause if yea set forth the same as you know have heard or do beleive with the reasons of such your knowledge or beleif Declare.

WILLIAM DUMBLETON. *Attorney
for the Complainant.*

MAYORS COURT AT
MADRAS PATNAM.

Between Moota Rassapah Chitty Complain^t. and
Coja Maroot ... Defendants.

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

Eyacum Moodalare of Madras Merchant aged 35 years or thereabouts being produced as a witness in this cause on the Part of the Complainant was on the 6th. day of November 1742 shewn at the office of Mr. Henry Deveil attorney for the Defendant by Connecapa who Left a note of the name Title and place of abode of the said Eyacun Moodelare 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 Compl^t. and Defendant in this cause and hath so known them 8 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that the Complainant did send an adventure to Manilha by the Defendant which consisted of Chinee Paintings to the value of one Thousand five Hundred and Ninety nine Pagodas and some fanams that the Defendant took charge of the same on the common Terms but what these were this Deponent cannot say this Deponent further saith that the Defendant lent the Compl^t. thirteen Hundred Pagodas at Respondentia but at what premium this Deponent doth not know, That the agreement made between them was, that the Defendant should sell the Complainant's adventure at Manilha and bring the produce back with him hither out of which the Defendant was to deduct his Principal and Respondentia but if the Defendant should Leave the adventure at Manilha for want of sale, that then the Complainant was not to pay Principal Respondentia or Interest, This Deponent further saith That he doth not know anything of the Complainant's going to demand on account of his adventure from the Defendant after his return from Manilha or whether any account was settled between them neither can he say ought more to this or the Last Interrogatory.

JOSEPH GUTHIN *Exam^r*.

EYACUN MODELARE.

CHINIA KISTNA of Madras Weaver 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 Complt. 6 years and the Defendant Two years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knows the Complainant^t. sent an adventure by the Defendant to Manilha, which consisted of Manilha paintings and chints of several sorts to the amount of one Thousand five Hundred and ninety nine Pagodas and one eighth and that the Defendant took charge of the same on the usual terms but what those were this Deponent knows not he further saith that the Defendant Lent the Complainant one Thousand three Hundred Pagodas at Respondentia, but at what Premium cannot say, That the agreem^t. made Between them was that the Defendant should sell the Complainants adventure at Manilha and bring the money with him hither when the Deft. was to deduct his Principal and respondentia out of the same. This Deponent further saith that he doth not know any thing of the Complainants demanding an account of his adventure from the Defendant after his return from Manilha or whether any account was settled between them, and more saith not to this or the last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

KISTNA.

CHITTARIAPA of Madras Conicopley 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 Complt. 20 years and the Defendant 15 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knows the Complt. sent an adventure to Manilha by the Defendant which consisted of Manilha Paintings and chints of different kinds to the value of one Thousand five Hundred ninety nine Pagodas one Eighth and that the Defendant took charge of the same on condition to be paid the usual freight comission and customs, This Deponent further saith that he knows the Defendant Lent the Complainant one Thousand Three Hundred Pag^s. at Respondentia at the Premium of fifteen or sixteen $\frac{1}{2}$ cent and that the agreement for repayment of the same was that the Defendant should sell the Complainants adventure at Manilha and bring the money back with him hither, out of which the Defendant was to deduct his Principal and respondentia and all other charges, but if the Defendant should not sell the goods or not bring the money that then the Complainant was not to pay any Interest on the Principal and respondentia and further this Deponent knoweth not or can say to this or the Last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

CHITTARIAPA.

MOOTA CAULATY of Madras merchant aged 67 years or thereabts. 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. 20 years and the Defendant 6 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith That he doth not of his own knowledge know but hath heard that the Complainant sent an adventure to Manilha by the Defendant which consisted of Manilha Paintings and chints of eighteen covids Long to the amount of one thousand five Hundred ninety nine Pagodas and one eighth, but on what Terms the Defendant took charge thereof this Deponent cannot say this Deponent further saith that he heard the Complainant say that the Defendant had Lent him one Thousand three Hundred Pagodas but on what Terms it was Lent how it was to be repaid, or of any

Particular agreement made between them about the same this Deponent doth not know. This Deponent further saith that he knows the Complainant went to demand an account of the Defendant of his adventure after his return from Manilha for that he this Deponent went with him in answer to which Demand the Defendant produced an account wick this Deponent drew out and settled whereby there appeared to be a ballance of a hundred and sixty six Pagodas due to the Complainant which the Defendant allowed to be just, and said if the Complainant would come to him (the Defendant) the next day he would pay it and further saith not to this or the Last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

Moota Collaty.

ANENDO of Madras Trader in China ware aged 38 years or thereabouts being produced as a witness in this cause for the part of the Complainant and afterwards being sworn and examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the Complain^t. and hath so know him 15 years or thereabouts and that he hath sent the Defend^t. Twice but hath no certain knowledge of him.

2^d. To the second Interrogatory this Deponent saith that he doth not know any thing of the Complainants sending an adventure to Manilha by the Defend^t. or of the Defendants Lending the Complainant any money, but saith that he this Deponent together with the Complainant, Moota Collaty Comrapa and Comrapah's Brother went to the Defendant where accounts were settled between them whereby a ballance of an hundred and sixty six Pagodas appeared to be due to the Complain^t. which the Defendant acknowledged to be just, and said That he would pay it the next day That the Complainant went the next day when the Defendant said he would stopt an hundred and thirty Pagodas (but for what this Deponent knows not) & would only pay the Complainant thirty six Pagodas which the Complainant refused to take, saying he would complain to the Court and more saith not to this or the Last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

ANENDO.

COMRAPAH of Madras Merchant aged 42 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 Compl^t. 7 years and the Defendant 3 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knows the Complainant sent an adventure to Manilha by the Defendant which consisted of chints of eighteen and Eight covids in Length, to the amount of one Thousand five Hundred ninety nine Pag^s. and one eighth but on what Terms the Defendant took charge of the same this Deponent doth not know he not being present at any agreement for that Purpose. This Deponent further saith that he knows the Defendant sent the Complainant one Thousand three Hundred Pagodas at Respondentia and as he heard at the premium of sixteen $\frac{1}{2}$ cent that the agreement for repayment of the same (as the Complainant told This Deponent) was, That if the Defendant sold the adventure and Brought the money that he the complainant, was to pay the Principal with a premium of sixteen per cent, but if the Defendant did not sell the Goods, that then he was to pay nothing, as also that there was an agreement signed Between them on these Terms This Deponent further saith that he knows the Complainant demanded an account of the said adventure from the Defendant after his return from Manilha for that this Deponent went with him and that the Defendant produced an account and bid Moota Collaty then present to settle it which he did including the Principal, Respondentia and all charges whereby there appeared to be a ballance due to the Complainant of an Hundred and sixty six Pagodas when the Complainant said I lose

an hundred thirty three Pagodas and one Eighth by the voyage but however pay me the Ballance which the Defendant Promised to do next day That the Complainant went the next day when the Defendant said to the Complainant you must deduct Ten p^r. cent Interest for my Principal the voyage being delayed, and I will pay you the remainder which the Complainant refused to do saying that there was an agreement that Respond^a. only should be paid and no Intrest, and further added that he would complain to the Court and more this Deponent hath not to say to this or the Last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

COMRAPAH.

At a Court held at the Town hall on Tuesday the 15th. day of Febr'y 1742/3.

MOOTA RASSAPAH CHITTY

Agt.

COJA MAROOT

Bill &ca Proceedings Read.

And on Examination had of the matters in this cause, It is ordered that the Register do state an account of the matters in Dispute, allowing the Defendant the usual freight of 1½ % cent but not Interest, and make his Report of the same on next Court day when this Court will make such further order herein as to them shall seem meet; and in the mean time the consideration of the costs is deferr'd till the coming in of the said Report.

NOAH CASAMAJOR.

Reg^r.

MOOTA RASAPAH CHITTY COMPLAINANT

Agt.

COJA MAROOT ...

DEFENDANT.

TO THE HONOURABLE THE MAYORS. COURT
AT MADRAS PATNAM.

In pursuance of an order of Reference made in this cause on the 15th. day of this Instant I have stated an account of what is due from the Defendant to the Complainant allowing the said Defendant freight for the silver as customary but not Interest as I was thereby directed and do find that there is due to the Plaintiff for ballance the sum of one hundred two Pagodas thirty fanams twenty four cash as will appear by the account sales and account current hereunto annexed all which I humbly certify to this Honourable Court witness my hand this 22^d. day of February A D 1742/3.

NOAH CASAMAJOR.

Reg^r.

ACCOUNT sales of sundrys for account of Moota Rasapah Chitty at Manilha sold thereby Coja Maroot Joseph as % their acc^{ts}. annex to the Def^{ts}. ans^r. and Pl^s. Repl^a.

	Cor.	ps.	S. Dr.			S. Dr.	Deopt.
Lampasses 1 st . sort	—	4	@ 120	Cor.	..	24	—
D ^o . 2 ^d . D ^o .	11	15	@ 105	D ^o .	..	1233	75
D ^o . D ^o .	5	16	@ 100	D ^o .	..	580	—
D ^o . D.	10	1	@ 80	D ^o .	..	804	—
Chints 18 Cob. Long	3	—	@ 140	D ^o . or 7	% p ^s .	420	—
D ^o . 9 D ^o .	—	6	for	..	..	16	—
						<hr/>	
						3077	75

Brought over .. 3077 75

CHARGES MERCH^{AN}. VIZ.

Freight on 3077.75 @ 14 ¢ cent ..	430	88	500			
Comm ⁿ . & charges 7½ ¢ c. on D ^o . ..	230	83	125			
					<u>661</u>	<u>716</u> 25
				S. D ^r . ..	2416	033 73
Freight of the above silver being the net produce @ 1½ ¢ cent					36	240 50
				S. D ^r . ..	<u>2379</u>	<u>793</u> 25
lb. cl. at 72·8 ¢ 1000 spanish Dollars are oz Troy ..					2075	179 714
at 14/58 Dollars weight ¢ 10 Pagodas					P 1610	30 24

ERRORS EXCEPTED.

FORT ST. GEORGE 22^d. FEBRY 1742/3.

NOAH CASAMAJOR.
Reg^r.

COJA MAROOT JOSEPH IN ACCOUNT WITH MOOTA RASAPAH CHITTY.

Dr.		Cr.
To net produce of account sale as on the other side		By my Responda. bond for Pags. 1300 — —
lb oz. o		Premium on Do. 16 7/8 cent 208 — —
Dolls. 2379. 793. 25 @ 728 8 1000 s Dr. are		
Decl.		Pags. ... 1508 — —
Troy 2075 7914 at 14 5/8 Dollars weight 7/8		Ballance due to Moota Rasapah 102 30 24
10 Pagodas Pagodas 1610 30 24		PAGODAS ... 1610 30 24

ERRORS EXCEPTED.

FORT ST. GEORGE 22^d. FEBRY 1742/3.

NOAH CASAMAJOR.
Reg^r.

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 22^d. day of February A.D. 1742/3
Between Moota Rasapah Chitty of Madras Mer-
chant Complainant and Coja Maroot of the same
place also merchant Deft.

THIS cause coming on this day to be heard and Debated before this Court in presence of the attorneys on both sides on hearing the Complainants Bill and an account Current thereunto annext The Defendants answer Translate of a Respondentia bond thereunto annexed bearing date in Fort St. George the 15th. day of July 1739 for P. 1300 -- also Two accounts thereunto annext. The Repliation and an Invoice and account current thereunto annexed. The rejoinder also the Proofs taken in this cause on the part of the Complainant (the Defendant not having produced any) an order made in this cause on the 15th. day of this Instant, The Register Report in pursuance thereof and an account sales and account Current thereunto annexed 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 & Decree That the Defendant shall pay unto the Complainant The sum of one hundred Two Pagodas thirty fanams Twenty four cash being the balance appearing to be due by the said Report and also the costs of this suit.

☞ CUR.

NOAH CASAMAJOR.
Reg^r.

ACCOUNT sale of sundries at Manilha for account of Moota Rasapah Chitty.

Lampasses	☞ 24	—	—	
Ditto.	1233.75	—	—	
Ditto.	580	—	—	
Chints	420	—	—	
				2257.75
Freight on ☞ 2257.75 at 14				
☞ cent is	316.085	—	—	
Commis ⁿ . set &c. 1914.655				
7½....is	145.62487			
Freight..1796.04013 1½....				
is....	26.9406	—	—	
				488.65047
				<u>1769.09953</u>
The Nett amount of his First sale ☞.				
Lampasses ☞.. 804	—	—		
Chints .. 16	—	—		
		820	—	—
Freight..on ☞ 820 at 14 ☞				
ot. is .. 114 8	—			
Commis ⁿ . &c ^t .				
705 2..7½ is.. 52 89	—			
Freight.....				
652.31.....				
1½..is .. 9.78465				
				<u>177.47465</u>
The Nett amount of his second sale ☞				
				<u>642.52535</u>
				<u>2411.62488</u>

ERRORS EXCEPTED. ☞.

FORT ST. GEORGE 11TH. JUNE 1743.

GEORGE PIGOT
Clerk of app^{ls}.

Moota Rasapa Chitty.

Dr.			
To his Respondentia Bond on ship Nuesha Senora del Pylar y san Francisco Xavier to Manilha for Principal ... P 1300	—	—	
Premium 16 ₹ cent for the voyage	208	—	—
	<hr/>	1508	— —
To Interest on Principal from 1740 to 1742 is two years at 10 ₹ ct. ₹ annum		260	— —
		<hr/>	
PAGODAS ...	1768	—	—

Cr.			
By the Nett produce of his first sale at Manilha ₹	1769	09953	
By Interest on Do. from the 20th. Janry. 1740/41 to the 20th. Janry. 1741/2 at 10 ₹ cent ₹ annum	176	90995	
By the Nett produce of his second sale at Manilha	642	52535	
	<hr/>	2588	53483
Deduct the usual allowance of 15 $\frac{3}{4}$ ₹ mill to make them full weight	40	76942	
	<hr/>		
	s. Drs.	2547	76541
Dollr. ozs.			
Which at 1000 for 872 is Ozs. 2221. 65143 which			
ozs. Pr. Wt.			
at 256 for 290 $\frac{5}{8}$ is Pr. Wt. 2522. 13346 and			
Pr. Wt.			
wch. at 14 $\frac{5}{8}$ for 10 Pagodas ... is			
By Ballance due to Coja Maroot			43 16 48
			<hr/>
PAGODAS ...	1768	—	—

FORT ST. GEORGE 11TH. JUNE 1743.

ERRORS EXCEPTED.

₹

GEORGE PIGOT.
Clerk of App^{ls}.

COURT OF APPEALS AT
MADRASPATNAM.

Between Coja Maroot of Madras merch^t. appell^t.
Mootarasappa Chitty of the same place mer^t.
Respond^t.

THIS Cause coming on this day being Monday the fourth of July Anno Domini one Thousand seven Hundred and forty three to be heard and Debated before this Court by the attorneys on both sides upon hearing the Petition of appeal and answer and the several Exhibits of the Honourable the Mayors Court together with the Decree of the said Court given in this cause on Tuesday the 22^d. of February Last also an Account stated by order of this Court as hereunto annexed read and upon due Consideration had of the matters therein severally contain'd and of the pleadings and Arguments used by the attorneys on both sides. This Court doth think fit to order and Decree and doth accordingly hereby order and Decree That the Decree of the Honourable the Mayors Court given in this Cause be reversed and set aside and that the Respondent do pay unto the appellant The sum of Forty three Pagodas sixteen fanams and forty eight cash being so much as appears to be due by the said account; as also the Costs in both Courts.

¶ CUR.

GEORGE PIGOT.
Clerk of App^{ls}.

JULY 13TH. 1742.

TO THE HONBLE THE MAYORS COURT
AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth to this Honourable Court your Orators Tondavo Nurrago Merch^t. of Madras that some time since your Orator Having a Desire to purchase a house standing in Pereinmastry's street Between the Houses of Badariah standing of Each side your Orator did imploy one Armugum Conecoplea since Departed this place to purchase the said House for and on account of your Orator to which intent and Purpose the said Armogum did apply to the owner of the said House by name Molleon Armogum & your Orator shews the said Messenger so intrust for your Orator did purchase the said House aforsaid of the said owner aforsaid and did thereupon pay the said owner one Pagodas Earnest as a confirmation of the said Bargain and Your Orator shews the said Armogum Did come and acquaint your Orator therewith assuring your Orator he had bought the said House &ca for the sum of 80 Pagodas current of Madras and your Orator being hereupon asked to Pay the money agreed upon for the said House, your gave the said Armogum 50 Pagodas in part Having then no more in the House But Promised to pay the rest in a few days whereupon the said Armogum went & paid the owner of the said House 45 Pagodas (as your Orator is since informed) but a short time after the said purchase the said Armogum was obliged to absent himself from this place so that because he is absent the owner of the said House retains your Orators 46 Pagodas and yett refuses to put your Orator in Possession of the said House or receive the residue of the said moneys Due on the said House which is 34 Pagodas and which your Orator is ready to pay but now so it is may it please this Honourable Court the said Molleon Armogum absolutely refuses to put y^r. Orator in Possession of the said purchase May it therefore Please this Honourable Court to cause the said Molleon Armogum to be summoned & required by the sheriff of Fort St. George Town of Madraspatnam and Districts thereof Personaly to be & appear before this Honourable Court on a Certain Day to be by this Honourable Court appointed then and there to answer the Premises & further to stand to and abide such other order and Decree as to this Honourable Court shall seem meet.

To the end therefore that the said Molleon Armogum may upon his Corporal oath True & perfect answer make to all and every the matters aforsaid as fully truely and Effectually to all Intents and Purposes as if the same was here again repeated and Interrogated and be Decreed to received the Deficiency remaining

in your Orators hands & that your Orator may be put into Possession of the said House your Orators purchase and that your Orator may have such further and other releif in the premises as may be agreeable to Equity and Good Conscience.

HENRY DEVEIL *Attorney for the
Complt.*

JULY 27TH. 1742.

The Answer of Malcom Armogum Conacopla of Madras Defendant to the Bill of complaint of Tondava Veerago of same place Merchant Complain^t.

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the manifold errors Incertaintys Insufficiencys and untruths in the said Bill contain'd for answer thereunto or unto so much thereof as this Defendant is advis'd materially Concerneth him this Defendant to answer unto he this Defendant answereth & saith That this Defendant doth acknowledge this Defendant hath a House scituate in Perriana Mestra Street in the Peddanaiques Petta as in the Complainants Bill of complaint is set forth But this Defendant absolutely Denies that ever this Defend^t. did intend to Dispose of the same to the Complainant or that ever this Defendant was applied to by the Complainant or any other Person in the Compl^{ts}. Name so to do But this Defendant beleives he has Discover'd the Fountain from whence this Litigious suit Flows and humbly Prays the Patience of this Honourable Court while he relates in the plainest manner how it rises which is as follows.

Some time ago this Defendant was apply'd to by one Armogum a Conacopla who desired to purchase the aforementioned House of this Defendant accordingly this Defendant agreed that on the said Armogum's Paying unto this Defendant the sum of Eighty Pag^s. current coin of Madrass the said House should be his the said Armogums which sum he the said Armogum agreed to pay unto this Defendant and bound the said Bargain by giving this Defendant one Pagoda and Promis'd to pay the whole sum the day following but neglected so to do for several Days and then brought this Defendant the further sum of Forty Four Pag^s. which This Defendant for some time refus'd to take Insisting on being paid the whole at once but on Armogum's using many Inretaties and promising faith fully to bring the remainder the next Day this Defendant was prevail'd on to receive the said sum of Forty four Pagodas to which add the Pagoda beforemention'd to have been receiv'd by this Defendant makes the sum paid by the said Armogum to this Defend^t. to amount to Forty Five Pagodas at which time this Defendant agreed with the said Armogum that unless he the said Armogum shou'd on the Day following pay the remaining Thirty Five Pagodas the Bargain shou'd be void and the money then receiv'd. by this Deft. shou'd be return'd to the said Armogum which was agreed on both parts however the said Armogum never paid the remainder. A Day or two after the Neighbours whose Houses were adjoining to this Defendants aforesaid House hearing this Defendant intended to dispose of the same come to this Defendant and desired they might have the Preferance in the Purchase of said House as is customary upon which this Defendant told them he wou'd not grant that on account of his agreement with the aforesaid Armogum whereupon the said Neighbours made their Complainant [*sic*] to Ball Chittee who sent for this Defendant and the said Armogum and enquired into the Premises and on hearing both sides told the said Armogum that as he had forfeited his agreem^t. by not paying this Defendant his money at the time Limited He had also forfeited his Right to the Benefit of such agreement and therefore order'd him to take his money back again and let the Custom take place that is to give the Neighbours the Preferance of the Purchase which the said Armogum at that time refus'd to do and some short time afterwards absconded and withdrew himself out of the jurisdiction of this Honourable Court Which opportunity the Complt. lays hold off to claim a Title to this Defendants House saying 'Armogum was only his agent and by him employ'd to

Purchase this Defendants said House for him the now Complainant but on this Defendants telling him he knew nothing of any such matter nor did beleive it was true he Imediately goes to Ball Chittee and makes his complaint who sent for this Defendant and told this Defendant what the complainant had said this Defendant answer'd that in all the Transactions between This Defendant and the said Armogum the Complainants Name was never mention'd nor was he present at any time with this Defendant and the said Armogum neither at the time of Bargaining for the said House nor when the money was paid nor did this Defendant know he was any ways concern'd therein but this Defendant further said that the absent Armogum had a Brother upon the spot who Doubtless must be privy to the affair if any such there were Between Armogum and the Complainant and that if he would give it attested under his Hand that the Case was as the Complainant had represented then this Defend^t. wou'd Either repay him the money receiv'd from Armogum or Receive from him the Complainant the remainder Due from Armogum and deliver up the House herein before mentioned, but the Brother of the said Armogum refusing to have any Concern in the affair prevented the thing from being accomodated that way, But this Defend^t. shews further unto this Honourable Court that some short time after the Transactions above Recited happen'd this Defendant receiv'd a Letter from the absent Armogum Translate whereof for the Inspection of this Honourable Court is hereunto annex'd the original being in this Defendants custody ready to be produced as this Hoñble Court shall please to Direct The contents of which Letter are to this Effect that the said Armogum not having occasion for the House he was about buying of this Defend^t. Prays this Defendant instead of Giving him a Right to this Defendants house to send him the Five and Forty Pagodas he this Defendant had receiv'd from him in part of Payment for said House, But this Defendant being inform'd it was Necessary to acquaint the Governour before he sent the said Armogum the said sum waited till he cou'd speak with the Governour to whom this Defendant told all that had pass'd between this Defendant and the said Armogum whereupon the Governour order'd this Defendant to pay the said sum of Forty Five Pag^s. belonging to the said Armogum into the Hands of M^r. John Savage which this Defendant accordingly did, The foregoing account of the Transactions between This Defendant and Armogum this Defendant has incerted Purely for the sattisfaction of this Honourable Court and to set in as clear a Light as possible the little reason the Complainant has for commencing this Letigious suit against this Defendant since tis Evident by the Complainants own Bill of complaint That Armugum was the person who the Compl^t. entrusted with the management of his affairs and consequently Armugum and Armugum only must be answerable to the Complainant for any mismanagement therein all which matters and things this Defendant is ready to averr maintain and prove as this Honourable Court shall please to Direct and humbly Prays to be hence dismissed with his reasonable Costs and Charges in this behalf most Wrongfully sustain'd.

WILLIAM DUMBLETON. *attorney for the Defendant.*

TRANSLATE OF A LETTER FROM ARMOGUM TO MALCON ARMAGUM.

I Armagum send my humble service to you. I am in good health this 20th. of February 1741/2 I desire you to write me of your welfare I left Madrass for certain reasons, & have great occasion for money here, wherefore I have sent my servant Racha for the 45 Pagodas I paid on account of the house, pray give him the money & keep the house I write this upon a pressing occasion for money & be so good as to send the said 45 Pagodas by him & command me in any thing I can serve you in here.

Yours

ARMOGUM.

Aug^r. 17th. 1742.

The Replication of Tondava Veerago to the answer of Malcom Armogum.

The said Repliant saving and reserving to himself all manner of Benefit & advantage of Exception to the incertaintys untruths and insufficiencys of the Defend^t. said answer for replication thereunto saith. That all and singular the matters and things in this repliants said bill contain'd are true as 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 for the repliant saith.

That the Letter annext to the Defendants answer said by the Defendant to have been sent from Armogum Conecople is false for this repliant has seen the original so pretended to be and it is not the partys writing nor is it sign'd by him.

But it seems the Defendant acknowledges the receipt of 45 Pag^s. in Part of Payment for the House now sued for and which the Defendant canceald [*sic*] Ever since Armogum run out of the bonds in Hopes thereby that Armogums Distress would Disable him from coming to Demand the money so that he wanted to keep Both the money and the House so Long as all Parties remain'd silent but now he Finds there is a claime Laid to the House or the money then he pretends the money is Armogums. Because he was the Messenger that was imploy'd By this repliants to carry it, so that to Deprive this repliant of his money and Break his contract for the House he Goes and Carries the money to Mr. John Savage as Part of the Estate of Armogum Lyable to be seized, but tis Hoped if Armogums Estate is Lyable this repliants Estate is not, and if it can be any ways made out that the money this replyant sent by the Hands of Armogum did thereby become Armogums property then this replyant must Loose his money, but if not, tis Humbly conceived the said money so Deliver'd by this repliant cannot be Lyable to be seized as not being the Property of the said Armogum, for it would be thought very Hard that Every mans property which happens to interfere with Armogums transactions should be Condemned as part of his estate, unless the money in some shape or other became his property by Loan or Bond or other-ways in trade or Commerce, But in the Present case there was never any Loan, Bond or agreement, But the money was indifferently sent by the Hands of Armogum to the Defendant as part of payment for the House in Dispute, and if this repliant proves the money was sent by this repliant to the Complainant (who in his answer admits to have received it) surely nothing can make this repliants title more manifest and if the Defendants House is deny'd this repliants money ought at Least to be returned (and to use the Defendants own words) he must Look to Mr. John Savage for the money, it Being no part of Armogums Estate and the company can have no claim to it as this repliants Property.

BUT the reason why the Defendant makes so many Cavils about the House and money is because he knows the said Armogum is fled and Dare not appear to assert this repliants right. But this has received a Letter from the said Armogum wherein he bids this replyant pay Conicopler Armogum (meaning the Defendant) the rest of the money and take the house and which Letters bears date December 17th. and the said Letter shall be proved to be his own Hand writing which that annext to the Defendants answer is not.

And the translate whereof is hereunto annext for the inspection of this Honourable Court to whom this repliant humbly submitts wether the money namely 45 pagodas to be the property of Armogum or the Property of this repliant if proved this repliants property then whether the Defendant shall Depart from or abide by his Contract for the sale of his House he the Defendant admitting to have made the agreement and this repliant is ready and has tendered the Defendant the remain^g. money Due on the Purchase of the said House.

And this repliant says as in and by his said Bill he hath allready said & does and will aver and maintain all and every things therein contain'd to be true and Certain in such manner and Forme as therein and thereby sett forth alledged & Expressed.

HENRY DEVEIL Attorney for the
Repliant.

DEC^R. 17TH.

To my Brother Veragua Modelare with my humble Respects.

I am in health and am glad to hear of yours if Perea Woodundee Modelare sends his account pay it, as to the money I received from you draw out your account and send it to me and I will discharge it, I have none here and am in great confusion Pay Conicoply Armogum the money remaining due to him and take the House, I sent an account of what news occur'd to me by Rangapah Modelare who, on your enquiry will acquaint you with it I shall not forgett the favours you have done me, pray speak to Trevengadum and his Master in my behalf for I do not know any other who are so capable of assisting me of which you must be sensible as also do you and Rangapa Go to my Mistress and speak favourably for me, tell her not to fear her money, I will make her satisfaction, I will write further to you, dont lett Colarde Teagapah be there but take some other Person and go once every day send for my washerman (he jeers me) and bid him go to Peawood, settle his accounts and take his money, I owe him nothing on my own account, but on Cap^t. Clarks one Pagoda and an half for which he stops my linnen, I have neither Dovety nor Cap therefore send me two of each there is a Banyan that owes me thirty three Pagodas I will send him a letter and order him to bring it to you receive the money and keep it dont talk too much to Trivity. I tell you this as a Warning I have spoke to Rangapah Modelare about a House therefore you may take it, Take care of my mother and let her have what money she wants for Expences Buy me two fanams of Betle Nutt, 1 Viss of Dates one fanam Checoy two fanams pepper and two Gunny Baggs and send them to me if Cap^t. Clark comes go and serve him he owes me money, write to me of what news is stirring in the Town as also of my Mistress tell no one that I have wrote this to you and send the man immediately away that brings it. I do not know when I am likely to see you on account of my misfortunes. Give my service to Colundapulla and tell him to write me what news is in the town, you may write what Rangapah Modelare says to whom give my service. God reward you for your good Deeds done me.

P.S. After you have read this tare it Give my service to Moodu Kistnah but tell no body I am here. I have sent a note to Collundapulla read it to him and then destroy it.

JOSEPH GITHIN. *Exam^r*.SEPT^R. 21ST. 1742.

The Rejoynder of Malcom Armogum of Madras
Conecopla Defendant to the Replication of
Tondava Veeragoo of the same place Merchant
Complainant.

This Defendant now and at all Times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the many errors untruths and insufficiencies of the Complainants Replication for a Reioynder thereunto saith.

That the Complainant has stufft his, his replication full of Falsitys first he is pleas'd to observe that the Letter annex'd to this Defendants answer is not the Hand Writing of Armogum though this Defendant has sworn with the usual solemnity requir'd by this Honourable Court that this Defendant receiv'd the said Letter from a Messenger sent from the said Armogum and This Defendant doth verily beleive tis both wrote and sign'd by Armogums own hand.

The Complainant in the second Paragraph of his replication woud insinuate an opinion into this Honourable Court That this Defendant intended to take the advantage of Armogum's Distress to Defraud him of the money this Defendant had receiv'd from the Armogum, this allegation is as absur'd as false for how could this Defendant expect to succeed in such an attempt as that since it is Evident from what this Defendant has set forth in this Defendant's answer that Ball Chittee

and several others were privy to Armogums' having paid This Defendant the sum this Defendant in his answer acknowledges to have receiv'd neither can This Defendant conceive how the Complainant can with any Modesty accuse this Defendant with a Design so full of Villany since after Armogum absconded this Defendant never made a secret of his having so much money of Armogum's in his Hands but on the contrary this Defendant more then Twice or Thrice offered to pay the money into the Hands of Armogum's Brother provided he would give this Defendant a proper discharge to Indemnify [*sic*] this Defendant from Armogum's Demands in future but Armogum's Brother refus'd so to do.

The Complainant further alledges that this Defendant to Deprive the Complainant of his right and break the Contract for the House went and paid the money receiv'd from Armogum into the Hands of Mr. John Savage this allegation is as absurd as the former since as this Defendant humbly conceives this Defendant is no ways oblig'd to perform the contract to the Complainant which this Defendant made with Armogum unless the Complainant be Lawfully empower'd by Armogum to act as his substitute, and as to the money this Defendant submits it to the opinion of this Honourable Court Whether it wou'd not have been the same to this Defendant had the money been paid to the Complainant instead of Mr. Savage provided this Defendant wou'd have been Indemnify'd [*sic*] from any Demands in future But had this Defendant paid the money to the Complainant and afterwards the Government had Call'd upon this Defendant This Defendant humbly conceives it wou'd have avail'd this Defendant very little have told the Government that this Defendant had paid it to the Complainant since such Payment must have been made after the Confiscation of Armogum's Estate and if so the Government of Course wou'd have oblig'd this Defendant to have paid the money over again for this Defendant humbly conceives that after a Man's Estate is confiscated all that Mans Debtors are no longer accountable to Him for what they owe him but to the Government how then cou'd this Defendant answer paying the above mention'd money to any Body but the Government.

This Defendant begs Leave to make one more observation on the Complainants Replⁿ. Which is this He says tis hard His money should be condemn'd along with Armogum's Granting it be true how does that any ways affect this Defendant. This Defendant has already sworn and does here again averr this Defendant did not nor does not now know the money this Defendant receiv'd from Armogum was the Property of the Complainant nor did he this Defendant then nor does he now know that Armogum was employ'd by the Complainant to make the above-mention'd Purchase This Defendant humbly Conceives he has done nothing but what the Laws give Sanction to and if they are hard the faults not This Defendants but the Legislators who made them.

All which matters and things this Defendant is ready to averr maintain and prove and humbly Prays as in and by this Defendants answer he has already pray'd.

WILLIAM DUMBLETON, *Attorney for
the Defendant.*

INTERROG^{ts}. to be administer'd to such Witnesses as shall be produced sworn & examin'd on Behalf of the Complainant in a certain cause wherein one Tondava Veerago of Madras Merchant is Complt: and one Malcom Armogum is Defendant.

IMPRISS Do you know the parties Complainant & Defendant in this Cause or either and which of them and how Long have you known them or either & which of them Declare:

2^d. To Porreganum Booza Veeragiah Annavia, Murragapah Tonnaph Trevittee. Moodelare & Numshaviah Item Do you know the House now in Dispute Between the Complainant and Defendant, Do you know who Bought the said House

and whose money it was that was given as earnest for the said House How much money in all was paid for or towards the purchase of the said house, who advanced that money so paid, what did the person say who Bargin'd for the House with the Defendant, did the Defendant know who the House was for when he sold it, who did Armogum say the House was for, whose money did Armogum carry to the Defendant in order to purchase the House now in Dispute did you ever hear Armogum say ought about this house before he absconded the Bounds what did you ever hear Armogum say about the House now in dispute and what Armogum was it you ever heard mention about the House, do you know the hand writing of Armogum Conecopler now departed out of the bounds, if yea look at this Cajan marked HD now shewn you at the Time of your Examination and say whose hand you think it is & your reasons for so thinking, who Brought this Letter, and Who was it that sent this Letter say what you know have heard or do beleive touching the said Letter and settforth your reasons for such your knowledge or beleif, what do you know have heard or do beleive is the reason the Defendant now disputes the sale of his House what did the Defendant apply to Ball Chittee about and what further Passed thereon if you know Declare.

3^d. Item Do you know or can you say any other matter or thing material for the Complainant in this Cause if yea sett forth the same as you know have heard or Do beleive with the reasons of such your knowledge or beleif Declare.

HENRY DEVELL. *Attorney for the Complainant.*

MAYORS COURT AT
MADRAS PATNAM.

Between Tondava Veerago Complainant &
Malcom Armagum ... Defendant.

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

Porreganum Boora Veeragiah of Madras Braminy aged 59 years or thereabouts being produced as Witness in this cause on the Part of the Compl't. was on the 15th. day of October 1742 shewn at the office of Mr. William Dumbleton attorney for the Defendant by Connecapa who Left a note of the name Title & place of abode of the said Porreganumboora Veeragiah 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 15 years and the Defendant 30 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knows the house now in dispute between the Complainant and Defendant and that one Armogum late Conicopley to Mr^s. Walton bought the said House of the Defendant for the Compl't. but does not of his own knowledge know whose money or that any money was Given as earnest for said House or how much was paid in all for or towards the purchase of the said house but says he this Deponent saw the Complainant pay the sum of forty nine Pagodas into Armogums Hands, and at the same time the Complaint^e. said this with the one Pagoda I before gave you for earnest makes fifty and the other remaining thirty Pagods. which makes up the sum agreed on for said House shall [sic] paid when I receive the new Bill of sale to which Armogum answered that he would pay the sum then received to the Defendant and bring the old Bill of sale, This Deponent further saith That he does not know whether or no the Defendant knew who the House was for when he sold it neither did he ever hear Armagum say any thing about the said House then as above, nor does This Deponent know the hand writing of the said Armogum, or ought of the Cadjan marked HD now shewn him neither can this Deponent form any judgement whose hand Writing it is or does he know has heard or can form any Beleife what is the reason the Defend^t. Disputes the sale of his House or that he ever made any application to Ball Chittee and further This Deponent saith not to this or the Last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

THE NAME OF VEERAGO.

ANNAVIA of Madras Braminy aged 40 years or thereabouts being produced as a Witness in this cause on the part of the Complainant and afterwards being sworn & examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Compl. 4 years and the Defendant 10 years or thereabouts.

2nd. To the second Interrogatory this Deponent saith that he knows the house in dispute Between the Complainant & Defendant and that Armogum Late M^{rs}. Walton's Conicoply bought the same, that it was the Complainants money that was given in Earnest for the said House and forty five Pagodas was paid in the whole towards the purchase of the same, which was advanced by the Complainant that the said Armogum said he Bought the said House for the Complainant and beleives that the Defendant knew it was Bought for him This Deponent further says (as before) that it was the Complainants money Armagum carried to the Defend^t in order to Purchase the said House, and that he heard Armagum say (when This Deponent went with him) to the Defendant Give me that old Bill of sale & you shall have the Remander of your money to which the Defendant answered it is very well and further said that he would do so. This Deponent further says That he does not know the said Armogums writing nor any thing concerning the Cadjans marked HD now produced him but says he beleives the reason the Defendant disputes the sale of the House is, because he thinks he had sold it too cheap at Eighty Pagodas it being worth an Hundred Pagodas, That the Defendant applied to Ball Chittee about the matter in dispute but what further passed thereon knows not neither can he say ought more to this or the last Interry.

JOSEPH GITHIN. *Exam^r.*

ANNAVIA₃

MURGAPAH of Triplicane Painter aged 30 years or thereabouts being produced as a Witness this cause on the part of the Complainant and afterwards being sworn & Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Compl. 5 years and the Defendant 20 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knows the House in dispute between the Complainant and Defendant and that Armagum late Conicopley to M^{rs}. Walton bought the same. that it was the Complainants money that was given as Earnest for the said House and Forty five Pagodas was paid towards the purchase of it, which money was advanced by the Complainant. This Deponent further says that he heard the said Armagum (the person who Bargain'd with the Deft. for the House) before he absconded the bounds, say to the Complainant that he had been with the Defendant and had bargained for the House for Eighty Pagodas and had given one Pagoda Earnest, then the Complainant the next day gave him (Armogum) forty nine Pagodas more and said to him Pay this and bring the old Bill of sale, and when the new one is made I will pay the remaining thirty Pag^s. This Deponent further says that he does not know whether or no the Defendant knew that the said House was bought for the Complainant, but says that Armogum said it was bought for him, and knows that the money he carried in order to purchase the same was the Complainants. This Deponent further saith that he does not know the said Armogums hand writing (he not being able to read) but that he knows the Cadjans marked HD now shewn at this his time of Examination and saw the said Armagum write them he being sent to him on the Defendants refuseing to give up the House in dispute to the Complainant and brought the said Cadjans letter back with him from Armagum which Cadjans (as to the matter in dispute) as this Deponent was informed, were to signify to the Complainant that he Armagam had paid forty five Pagodas in part for the purchase of the said House, and that he the Complainant might take it upon Payment of the Remainder and if the Defendant should refuse to deliver it that the Complainant might apply to the Court for reliefe This Deponent further saith that he beleives the Defendants reason for disputing the sale of the House is because he thinks he has

sold it too cheap, it being worth one Hundred and Ten Pagodas, That the Defendant did apply to Ball Chitty about the sale of the said House who sent for Armogum and bid him to pay Ten Pagodas more for the said House than he had bargained for to which Armogum answered that he bought it for the Complainant and that he might do as he pleased and further added that if he (Ball Chitty) would send for one Trivitee Conicopley he probably might persuade the Complainant to it, thereon Ball Chitty sent for Trivitee and desired him so to do who Promised to use his best endeavours towards effecting it and more saith not to this or the last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

THE MARK OF MURRAGAPAH.

TONNAPAH Painter of Madras aged 45 years or thereabouts being produced as a witness in this cause on the part of the Complainant and afterwards being sworn & examined Deposeeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Compl^t. 24 years & Defendant 20 or thereabouts.

2^d. To the second Interrogatory this Deponent saith That he knows the House in dispute between the Complainant and Defendant and that the Defendant told this Deponent that the Complainant had bought it whose money was given as earnest for the said house he knows not, but says the Defendant told him he had received forty five Pagodas towards the Purchase money but who advanced that money he does not know This Deponent further says That the Defendant did know the said House was bought for the Complainant for that the Defendant told him (this Deponent) that Armogum paid him the money on the Complainants behalf This Deponent further saith that he heard Armogum say, before he absconded the bounds the Bill of sale of the said House was to be delivered up the then morrow or next day, That he does not know Armogums hand writing or the Cadjans marked HD now shewn him at this his time of Examination neither can he form any beleife whose hand writing they are but says he does know Armogum sent a letter to the Compl^t. by Murragapah, the Contents of which he is a stranger to, this Deponent further says he beleives the reason why the Defendant disputes the sale of the House is, because he has sold it too cheap, he the Defendant having told this Deponent that the price agreed on was Eighty Pagodas and that he had been since informed it was worth one Hundred Pagodas the Defendant desired this Deponent to persuade the Complainant to give Ten Pagodas more, but on the proposal being made the compl^t. refused to adhere to it saying he had given one Pagoda earnest since that had paid forty four more, that he would make it up Eighty Pagodas but would give no more. This Deponent doth not know that the Deft. made any application to Ball Chitty neither can he say ought more to this or the last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

THE MARK OF TONNAPAH.

TREVITTEE MOODELARE of Madras Conicopley to Mr. SAVAGE Aged 36 years or thereabouts being produced as a witness in this cause on the part of the Complainant and afterwards being sworn & Examined Deposeeth as follows.

1st. To the first Interrogatory this Deponent saith That he hath known the Compl^t. 10 years and the Defendant 15 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith That he knows the House in dispute Between the Complainant and Defendant and that Armogum late M^{rs}. Waltons Conicopley agreed for the purchase of it That it was the Complainants money that was given as earnest for said House and that forty five Pagodas was paid in the whole towards the purchase of the same which money was advanced by the Complainant. This Deponent further saith that Armogum the Person that bought the House told this Deponent that he had bought the said House for the Complainant for Eighty Pagodas that he had paid forty five in part and was ready

to pay the other thirty five Pagodas But that the Defendant refused to deliver the Bill of sale, on this Deponents asking the reason of such Refusal, the said Armogum and the Complainant took this Deponent with them to the Defendant, and this Deponent asked the Defendant why he refused to deliver the Bill of sale, to which the Defendant answered that he had sold it too cheap he not having had it valued before he had agreed for the sale and that he was since informed it was worth more, but not withstanding he would agree to lett the Complainant have it for ten Pagodas less than the value, to which his Deponent replied as you have taken earnest and forty four Pagodas more in further part of payment you ought to stand to your bargain. This Deponent further says that he is well acquainted with the hand writing of the said Armogum now departed out of the bounds as also the Cadjans marked HD now produced him at this his time of Examination which are as this Deponent verily beleives of the said Armagum's proper hand writing and that the same were brought, as this Deponent verily beleives, by one Murgapah from the said Armogum to the Complainant and soon after shewn to this Deponent which Cadjans as to the matter in dispute certain the said Armogums advice to pay the remainder of the money and insist on the House. This Deponent further says that he beleives the Defendants reason for disputing the sale of the House is because he has sold it too cheap. That the Defendant did apply to Ball Chitty about the said House, who sent for Armagum on whose going to him, he referred the said Ball Chitty to this Deponent and on this Deponents being sent for he, Ball Chitty desired this Deponent to perswade the Complainant to break off the Bargain saying that the Defendant in consideration of so doing would give him five Pagodas besides returning the money he had received to which this Deponent answered that he beleived the Complainant would sooner give the Defendant Five Pagodas to stand to his bargain than take five to break it off then Ball Chitty said if he will give ten Pagodas he shall have the House this Deponent again answered the Complainant is a poor man and not able to pay more than he agreed for, however it is none of my business and further this Deponent saith not to this or the Last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

TREVITTEE.

NUMSHAVIAH of Madras Conicoply 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 10 years and the Defendant 25 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith That he knows the House in dispute between the Complainant and Defendant and that it was bought by Armugum late Mr^s. Waltons Conicoply, that the one Pagoda given as earnest was the Complainants but how much money was paid in the whole or who might advance the money paid this Deponent knows not neither does he know whether or no the Defendant knew that the House was bought for the Complainant. This Deponent further says that he does not know Armogums hand writing or the Cadjans marked HD now shewn him at the time of this his Examination or who might write the same, this Deponent had heard from the Complai^t. That Armagum sent a Letter to him by Murgapah but does not know the Contents thereof, This Deponent further says that Armogum told him (this Deponent) that the Defendants reason for disputing the sale of the House was, because he was informed that he had sold it too Cheap and was desirous of keeping it for his Brother This Deponent further says that he knows the Defendant did apply to Ball Chitty and tell him that he had sold his House too cheap and that he Lost money by it and more saith not to the several other Particulars enquired of in this Interrogatory.

To the last Interrogatory this Deponent saith that the Compl^t told him this Deponent that he had paid fifty Pagodas the money given for earnest by the hands of Armagum, for the said House and more saith not.

JOSEPH GITHIN. *Exam^r.*

NUMSHEVIA.

INTERROGATORIES to be administered to such Witness as shall be produced sworn and Examined on the Part and behalf of the Defendant in a certain cause wherein one Tondava Veeragoo is Compt. and one Malcom Armogum Defend^t.

TO ALL THE WITNESSES IMPRIMISS Do you know the parties Compt^s. and Def^t. in this Cause and how long have you known them or either and which of them Declare.

2^d. To Subramoney, Trevangadum & Woodundee & Sandeapah Item Do you remember to have reced a Cajan Directed to Malcome Armogum some Mo^s. ago. who did said Cajan come from and who Delivered it to you and who did you deliver it to Do you know the hand writing of the Person who is said to have sent it if yea Peruse the Cajan now shewn you and say what part (if any) be wrote by that Person and who that Person is Declare.

3^d. To Sattanee Treplee Item Were you ever sent by one Subramoney to Malcom Armogum with a Cajan what did such Cajan Import who wrote said Cajan Declare.

4th. To Ball Chitty What do you know of the Defendants selling a House to one Armogum Declare.

5th. To all the Witnesses Do you know or can you say any thing Material for the Def^t in this cause if yea set forth the same as you know have heard or do beleive with the reasons of such your knowledge or beleive Declare.

WILLIAM DUMBLETON. Att^o. for the Def^t.

MAYORS COURT AT
MADRAS PATNAM.

Between Tondava Veerago Complainant and
Malcom Armagum ... Defendant.

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

SUBRAMONEY of Madras Conicopley to Lewis Medeica aged 42 years or thereabouts being produced as a Witness in this cause on the part of the Defendant was on the 25th. day of October 1742 shewn at the office of Mr. Henry Deveil attorney the Complainant by Connecapah who Left a note of the Name Title and place of abode of the said Subramoney 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 10 years and the Defendant 20 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he does remember some months agoe a Letter was brought by a Cooley, from this Deponents Brother Armagum to him and Perca Woodundee, when setting on the said Perrea Woodundee's Pyall directed to the Defendant who being sent for, the said Letter was delivered to him, This Deponent further saith that he knows the said Armogums Hand writing (the Person that sent the Letter) and on Perusal thereof now shewn him at this his time of Examination, says that there is no more of it of his, the said Armagum's, than his name signed thereto, and more saith not to this Interrogatory.

To the Last Interrogatory this Deponent saith that the Contents of the said Letter, were to desire the Defendant to send the forty five Pagodas he had paid for the House, by the Bearer Raganah for that he then wanted the money but not the House; on which the Defendant said to this Deponent! Ill pay you the money if you will give me a receipt for it which this Deponent refused he then said shall I pay it to Tondava Veeragoo to which this Deponent answered as I do not know whether the money is the Complainants or my Brother's I will have nothing to do with it, and this Deponent further saith that the Complainant came to him, this Deponent, and said that his said Brother had Bought the House for

him, and desired he would tell the Defendant to return the money that was paid by his Brother to him which this Deponent did but the Deft. refused unless this Deponent would give his Receipt but this Deponent answered as before that he would not Interfere and more saith not.

JOSEPH GITHIN. *Exam^r.*

SUBRAMONEY.

WOODUNDEE of Madras Merchant aged 49 years or thereabouts being produced as a witness in this cause on the part of the Deft. and afterwards being sworn and Examined Deposeeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Compl^t. 5 years and the Defendant 40 years or thereabouts.

2^d. To second Interrogatory this Deponent saith that he this Deponent remembers to have received a Cadjan, by a Cooley from Armogum late M^{rs}. Walton's Conicoply, directed to the Defendant and to whom this Deponent delivered it this Deponent further saith that he does not know the said Armogum's hand writing, but says, the said Armogum's Brother Subramoney being Present when the said Cadjan was brought he said that there was none of it of his said Brothers writing except his name signed thereto. this Deponent also saith that the Cadjans now shewn him at this his time of Examination is the very Cadjans this Deponent received as aforesaid and more saith not to this Interrogatory.

To the Last Interrogatory this Deponent saith That on the Cooleys asking for his reward for bringing the said Cadjan the Defendants Conicoply then Present said to the said Subramoney I will pay you the money if you will give me a receipt for it to which Subramoney answered I will have nothing to do with it. This Deponent further saith that the Contents of the said Cadjan were to desire the Defendant to return the forty five Pagodas by Rakee the Bearer which he had paid towards the House and more saith not.

JOSEPH GITHIN. *Exam^r.*

PEREA WOODUNDE.

SANDEAPAH of Madras Merchant aged 40 years or thereabouts being produced as a witness in this cause on the part of the Defendant and afterwards being sworn & Examined Deposeeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 3 years and the Defendant 30 years or thereabouts.

2^d To the second Interrogatory this Deponent saith That he did not receive any Cadjan directed to the Defendant, but on Perusal of the Cadjan now shewn him at this his time of Examination says it purports to be a Letter from one Armogum to the Defendant and is the same that the Defendant told this Deponent he had received from the said Armagum, but who delivered it to the Defendant this Deponent doth not know neither doth he know the said Armogums hand writing and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that the Defendant told this Deponent that M^{rs}. Waltons Conicoply had bought a House of him about which on some disputes arising they went to Ball Chitty and while he was examining into the affair, the said Conicoply was confined in Prison and thereon asked this Deponent's advise about the affair who answered that the Defendant must stay till the Conicoply was cleared, That the Defendant afterwards came to this Depon^t. and said the Conicoply is cleared and is run away and thereon asked this Deponents further advice who said it will be best for you to Publish the affair, and to consult whether it will be most adviseable for you to deliver up the House (upon receiving the remainder of the money to any one belonging to the Conicoply upon their giving you good security, or to pay it to the Company, this Deponent further saith on the Defts. receiving the beforementioned Cadjan he would have paid back the money to Armogum provided his Brother Subramoney would have signed a Cadjan and more saith not.

JOSEPH GITHIN. *Exam^r.*

SANDEAPAH.

SATTANEE TRIPLEE of Madras Conicopley aged 35 years or thereabouts being produced as a witness in this cause on the part of the Defendant and afterwards being sworn & Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath Known the Complainant 4 years and the Defendant 10 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith That he was not sent by Subramoney to the Defendant with a Cadjan and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that the Deft. came to this Deponent and took him with him to Woodundees House when Woodundee read a Letter directed to the Defendant from Armogum Conicopley the contents of which were to desire the Defendant to send the money he had given him on account of the House by the cooley that brought the Letter saying that he then had not any occasion for the house, to which the Defendant answered if his Brother Subramoney will give me a receipt for it I will comply with his request and more saith not.

JOSEPH GITHIN. *Exam^r.*

TRIPOLEE.

BALL CHITTY of Madras Merchant aged 61 years or thereabouts being produced as a witness in this cause on the part of the Defent^t. and afterwards being sworn & Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 10 years and the Defendant 30 years or thereabouts.

4th. To the fourth Interrogatory this Deponent saith that the Defendant came to him and said that he had sold a House to Armagum Conicopley wherein he had overreacht him as also that his Neighbours and Tenant were angry with him for selling it he likewise saith that the said Armogum had neglected bringing the remainder of the money in two or three days according to agreement on which this Deponent sent for the said Armagum and said to him you have neglected to pay the money for the House according to agreement as also to acquaint the neighbours of your intention to purchase it as is Customary, you had therefore best take the money again that you have paid and break off the Bargain, Armagum answered but you must allow something for breaking it off to which this Deponent replied the Defendant shall give you five Pagodas besides returning the money you have paid to break off the Bargain or if you'll give him ten Pagodas more than you agreed for you shall have the House, when Armogum agreed to accept of the five Pagodas and his money again which the Defendant promised to pay the next day That on Armogum's being imprisoned the Complainant came to this Deponent and asked to have his money or the House to which the Defendant being present answered as Armogum paid me the money (which the Complainant admitted) I will pay it to him again or to his Brother Subramoney if he will give me a receipt for it who being sent for and asked whether he would give a receipt for the money said it is very well and more saith not to this or the last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

NAIRO BALL CHITTY.

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 1 day of March A D 1742/3 Between Tondavoor Veerago of Madras merchant Complainant & Malcom Armogum of the same place Defendant.

This cause coming on this day to be heard & debated before this Court in presence of the parties and their attorneys on both sides on hearing the Complainants Bill, The Defendants answer and translate of a Letter thereunto annexed.

The Replication and Translate of a Letter thereunto annexed The Reioynder 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 & doth accordingly order and Decree that the Defendant shall deliver up to the Complainant the quiet and peace[ful] possession of the house mentioned in the pleadings in this Cause on being paid the sum of Thirty four pagodas (being the residue of the money agreed on for the price of the said house) and also that the Def^t. shall pay the Costs of this suit.

¶ CUR.

NOAH CASAMAJOR.

Reg^r.

COURT OF APPEALS Between Motteon Armogum of Madras merch^t. Appellant
AT MADRAS PATNAM. and Tondavoor Veerrago of the same place also merchant
Respondent.

THIS cause coming on this day being Monday the fourth of July Anno Dmi one Thousand seven Hundred & forty three to be hear'd and debated before this Court by the attorneys on both sides upon hearing the Petition of appeal & answer and the several Exhibits of the Honourable the Mayors Court together with the Decree of the said Court given in this cause on Tuesday the first of March last read and upon due Consideration had of the matters therein severally contain'd & of the pleadings and arguments used by the attorneys on both sides. This Court doth think fit to order & Decree and doth accordingly hereby order and Decree That the said Decree of the Honourable the Mayor's Court given in this cause be reversed and set aside and that the appellant do deliver to the Respondent the premises in Dispute on being paid the sum of Eighty Pagodas the money agreed on for the purchase thereof on or before the Eighth day of August next, otherwise the agreement to be void and that the Respondent do pay the costs of suit in both Courts.

¶ CUR.

GEORGE FIGOT
Clerk of App^{ts}.

21st. JUNE 1743.

TO THE HONBLE THE MAYORS COURT AT
MADRAS PATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator Maunix Sunda Venni Doss Merchant and Inhabitant of Madras haveing had sundry dealings with one Jaggoosa of the same place also Merchant He the said Jaggoosa haveing occasion for sum of money did apply himself to your Orator requesting the Loan thereof whereupon your Orator did advance and lend the said Jaggoosa the full and just sum of Pagodas 519 - 9 - Current money of Madras which in sterling money of Great Brittain accompting each Pagoda eight shills: amounts to 207. 14. - or thereabouts for securing the Repayment of w^{ch}. sum with Interest accruing thereon after the rate of 9¹/₂ cent ¹/₂ annum the said Jaggoose did give unto your Orator one Bond bearing date in Fort St. George January the 5th. 1743 Translate of which Bond for the Inspection of this Honourable Court is hereunto annex'd the original being 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 in the most amicable manner Demanded payment of the said Jaggoosa, But now so it is may it please this Honourable Court the said Jaggoosa refuses to give your Orator any manner of satisfaction your Orator therefore Prays a General Relief Touching the Premises.

To the End therefore that the said Jaggoosa may upon His Corporal oath true & perfect answer make to all and singular the matters and things herein before alleg'd as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and Interrogated.

WILLIAM DUMBLETON. *Attorney for the Complainant.*

5TH. JAN^R. 1742/3.

I JEGGOOJEVANDOSS HERREDOSS do hereby acknowledge to have Borrowed & received of Maunuachund Viddemaund Vennedoss the full and just sum of Five Hundred Nineteen Pagodas and nine Fannams which sum I promise to pay or demand with Interest at nine p^r. cent

Drawn & signed by
JEGOO JEVANDOSS HERREDOSS.

WITNESS.

Taucha Caumesarah Conjee.

Devevisvanahda Ramesware.

Translated from paper writing said to be the original.

JOSEPH GITHIN. *Exam^r.*

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 5 day of July AD 1743 between
Maunix Sunda Vennidoss of Madras Merchant
Complainant & Jaggoosa of the sa[me] place
also Merchant Defendant.

ON HEARING the Complainants Bill and Translate of a bond thereunto annexed dated the 5 day of January 1742/3 for Pagodas 519. 9 p^r. Read and the Defendant being in Court acknowledged the Execution of the bond, and it appearing to this that the Defendant is indebted to sundry other persons who filed their Bill against him the 28 day of June last past in the name of Sumboodoss Samerdos and others for the sum of six Thousand Fifty Pagodas and also that the Defendant by his own confession hath not money or Effects sufficient to satisfy all his creditors their full demands on him on due Consideration had this Court doth therefore think fit to order & Decree and doth accordingly order & Decree that the Deponent shall pay unto the Complainant such a proportion of his Demand on him the Defendant as the Plaintiff shall be intitled unto upon an equal Division of the Defendants Effects to be made among his several creditors and also that this Decree do not stand confirm'd till 28 days from the date hereof, That other claimants if any be, may have time to make their Demands and that the Costs of this suit paid by the Complainant.

¶ CUR.

NOAH CASAMAJOR.
Reg^r.

21ST. JUNE 1743.

TO THE HONOURABLE MAYOR'S COURT AT
MADRASPATNAM.

HUMBLY complaining sheweth unto this Honourable Court your Orator Dial Doss Merchant and Inhabitant of Madras & now living & residing therein having had sundry Dealings with one Juggoosa also Merchant Inhabitant of the place aforesaid upon ballancing accounts Between your Orator on the sixteenth Day of November 1742 there appear'd a ballance in favour of your Orator to the amount of Pagodas 3640. 22. 40 since which time your Orator hath advanced & lent the said Juggoosa the further sum of Pagodas which added to the above sum makes P^s. 5132. 22. 40 in part of which your Orator hath reced 3526 Pagodas so that there still remains due & payable to your Orator the full and just sum of 1606. 22. 40 current money of Madrass which in sterling money of

£ s

Great Brittain accompting each Pagoda Eight shill^s. amounts to 642. 13 - or thereabouts as will appear by an account current hereunto annex'd to which your Orator most humbly refers and prays the same may be admitted as part of this your Orators Bill and your Orator further shews that your Orator hath often and that in the most amicable manner Demanded payment of him the said Juggosa. But now so it is may it please this Honourable Court the said Juggosa absolutely refuses to give your Orator any manner of satisfaction your Orator therefore prays such General releif Touching the Premises as to this Honourable Court shall appear agreeable to Equity & Good Conscience Is the end of the Bill.

WILLIAM DUMBLETON. *Attorney for the Complainant.*

Dr.		JAGGOOSA.				Cr.		
1742						1742.		
November						Novr.		
16.	To Ballance of this Date as R agreem ^t P.	3640	22	40	24.	By cash receiv'd	500 — —	
1742/3.						Decr.		
Janry.						9.	By Ditto ... Do.	200 — —
16.	To cash lent him	1019	—	—	11.	By Ditto ... Do. ...	1800 — —	
February						Febry		
9.	To Do. his concern in Purchase of Diamonds.	138	—	—	27.	By Ditto ... Do.	1026 — —	
March								
18.	To Ditto his concern in Purchase of Raw silk.	335	—	—				
		PAGODAS	5132	22	40	PAGODAS	5132 22 40	

ERRORS EXCEPTED R

DIAUL DOSS.

FORT ST. GEORGE JUNE 20. 1743.

Pleadings in the Mayor's Court, 1742-43

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 5 day of July Anno Domini 1743
Between Dialul Doss of Madras merch^t. Compl.
& Juggosa of the same place also Merchant
Defendant.

ON HEARING the Complainants Bill & also an account current thereunto annex Read the Defendant being in Court acknowledged the Justice of the Complainants Demand and it appearing to this Court that the Defendant is indebted to sundry other persons who fyled their Bill against him the 28^o. day of June last past for the sum of Pagodas 6030 in the name of Sumboodoss Samerdoss & others and also that the Defendant by his own confession hath not money or Effects sufficient to satisfy all his creditors their full demands on him on due consideration had This Court doth therefore think fit to order & Decree and doth accordingly order & Decree that the Defendant shall pay unto the Complainant such a proportion of his Demand on him as the Pff. shall be intituled unto upon an equal Division of the Defts. Effects to be made among his several creditors and also That the Decree do not stand confirm'd till Twenty eight days from the date hereof That other claimants if any be may have time to make their Demands and that the Complainant do pay the costs of this suit.

¶ CUR.

NOAH CASAMAJOR.

Reg^r.

28th. JUNE 1743.

TO THE HONOURABLE THE MAYOR'S COURT
AT MADRASPATNAM.

HUMBLY COMPLAINING SHEWETH UNTO THIS HONOURABLE COURT YOUR
SEVERAL ORATORS.

2100	...	Samboo Doss Saneradoss.
100	...	Balabadra Swame sevaza.
50	...	Goverdendoss Ramachendru.
500	...	Cashia Chitty Addeapa Naige.
1100	...	Linga Chitty.
300	...	Verdeapah.
1000	...	Bogavon Doss.
500	...	Chitteramadoo.
200	...	Scurutale Sackall.
200	...	Conggeesaw.

6050 Pag^a.

All merchants Living & residing in Madrass that one Jagosaw son to Harry Doss also of and now living & residing in Madrass having Borrowed Divers sums of your Orators to the amount of six thousand and Fifty Pagodas current of Madras which in sterling money of Great Brittain allowing Eight shillings p^r. Pagodas amounts to 2420 pounds or thereabouts and your Orators shews that the said Jagosaw is since the Loan such money sued in this Honourable Court by some other creditors and Cast into prison where he has Declared himself insolvent wherefor your Orators prays they may be admitted as creditors in an Equal proportion with the other claimants the said Jogosaw being first summon'd to admitt or Deny the Justness of your Orators several dem^{ds}. which he hath frequently promised payment But without Effect.

To the End therefore that the said Jagosaw may upon his Corporal oath true & 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 &

Interrogated and be Decreed to pay your Orator the Principal money and that your Orators may have such further & other releif in the premises as may be agreeable to Equity and good Conscience.

HENRY DEVEIL. *Attorney for the
Complainant.*

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 5 day of July Anno Domini 1743
Between Sumbodoss Samerdoss Ballabdra
Swami Severa Goverdendoss Ramachendru
Cashia Chitty Addepa, Naigue Linga Chitty
Vardapah Bogavondoss Chittee Ramadoo
Sureetate Sackall & Conggusaw of Madras Mer-
chant Complts. & Irgosaw son of Harridoss of
the same place Defendant.

ON HEARING The Complts. Bill Read & the Defendant being in Court & having acknowledged their several Demands on him therein set forth to be just, on due consideration had this Court doth therefore think fit to order & Decree & doth accordingly order & Decree That the Defendants Effects shall be equally divided among the Complainants and other creditors Maunix Sunda Verridoss Diaul Doss in Proportion to their several Demands on the Defendant; and that this Decree do not stand confirmed till Twenty eight days from the date hereof that other claimants if any he may have time to make their Demands and also that the Complainants do pay the Costs of this suit.

179 CUR.

NOAH CASAMAJOR.
Reg^r.

18TH. JANRY. 1742/3.

TO THE HONOURABLE THE MAYORS
COURT AT MADRAS PATNAM.

HUMBLY complaining sheweth to this Honourable Court your Orator, Coia Melcum D'Herapeit Armenian Merchant of Madras, that your Orator had formerly carries and sundry dealings with one Cachick D'Marius, also Armenian merch^t. Generally residing at Bengal, but his native residence at Ispahan in Persia and your Orator shews the said Cachick D'Marcus, did Ballance acc^{ts}. with your Orator, on or about the thirteenth day of September, in the year of our Lord one Thousand seven Hundred and sixteen, & your Orators shews the ballance of the said accounts at the Time of settling, amounted to the sum of two Hundred & sixteen Pagodas (216) current of Madras for which sum the said Cachick D'Marcus did sign & give unto your Orator, one bond or obligation Bearing date in Fort St. George the Tirteenth [*sic*] day of September in the year of our Lord one Thousand seven Hundred & sixteen (1716) & your Orator shews the said Cachick D'Marcus never resided Long in any of these Parts But made voyages several at Length settled as an Armenian Factor at Bengall, insomuch that your Orator could not in the course of several years, find means to obtain Payment the frequently Demanded when he could Be seen here at uncertain times, But so it is the said Cachick D'Marcus is departed this Life at Bengal, & has left behind him one only son by name Coja Poogere, who to avoid payment of his late fathers Debets [*sic*] has pretended to resign up the Deceaseds Effects at Bengal, But your Orator shews the Deceaseds was only Employ'd as a factor, there, and had Little or nothing with him of value besides the money his Employers had advanced him for trade, on which he only drew commission, but the deceaseds family resided at Isphan, and there the Deceased used from time to time to send what Effects and proffits accru'd to him

in the progress of trade, and there the Deceaseds now surviving son, has since his fathers death possessed himself, of his late fathers Effects, sufficient to pay his Debts a Considerable overpluss, but to blind the world has deny'd to intermidle [*sic*] with the Deceaseds Effects at Bengal, and artfully withdraws himself to Isphan where he has secured to himself the Bulk of the Deceaseds Effects, but did not suppose it would be so reported at so Great a Distance, but your Orator shews that several persons (amongst the rest your orators Padre's) will prove, that the wife and family of the said Coja Poguzee is now (or was at the time of their Departure) in full possession, of the Deceaseds House & other valuable Effects, which ought to pay the deceaseds Debts, But when your Orator taxes the said Paguze with being possessed of the deceaseds Effects he Evades your Orators Question, by pretending that he was not at Bengal when his father died, and would infer from thence that he cannot be Possessed of his Effects, Either there or at Isphan, and your Orator shews he hath frequently applied to the said Coja Pogure, requesting payment of all or any part of your Orators Demand. But so it is the said Coja Poguze refuses to Give your Orator the Least satisfaction in the Premises.

To the end therefore that the said Coja Poguze may upon his Corporal oath, true & Perfect answer make to all & every the matters aforesaid, as fully truly and Effectually to all Intents and Purposes as if the same was here again repeated & Interrogated and that the said Coja Poguze may in his answer, sett forth & say if he or if any of his family is not in possession of the Deceaseds Coja Marcus his Effects, and further that the said Pogooze Do positively say, if his wife & family Do not know or did not Dwell in the Deceaseds house, & if he or somebody by his order, hath not possessed themselves of the Deceaseds Effects, in part or whole, if yea that the said Poguze do settforth the Quantity, Quality & Value of whatsoever hath at any time come to the hands of the said Coja Poguze or his order, and that the said Coja Poguze be Decreed to pay your Orator the said sum in Discharge of the Deceased Debt to your Orator and that your Orator may have such further & other releif in the premises as may be agreeable to Equity & good conscience.

HENRY DEVEIL *Attorney for the
Complainant.*

I CACHICK D'MARCUS do hereby acknowledge to be indebted unto Coja Melcum D'Herapiet the sum of Two Hundred & sixteen Pagodas being the Ballance of accounts depending between him & me settled & adjusted the day of the date undermentioned, which sum I promise to pay him or his order together with the Interest that shall become due thereon after the rate of Nine $\frac{1}{2}$ cent $\frac{1}{2}$ annum on my return hither from Pegu In Witness whereof I have hereunto set my hand & seal in Fort St. George this Thirteenth day of September 1716.

WITNESSES.

Padre Calus D'Petrus
Padre Simon D'Petrus
Amerasat D Nazar.

A True Translate from the original p^r.

Sign'd

CACHICK D'MARCUS (Ls)

THADDEUS AGA PERRY.

1 MARCH 1742/3.

The answer of Coja Pogoze D'Cachick merchant of Madras Defendant to the Bill of Comp^t. of Coja Melcum.

D'Herapiet of the same place Merchant Complainant.

This Defendant saving and reserving to himself now and at all times hereafter all & all manner of Benefit and advantage of Exception to the manifold materially concern him to make answer unto, He this Defendant answereth & saith Errors, Imperfections, Incertainties and untruths in the said Bill contained for answer thereunto, or unto so much thereof as he this Defendant is advised doth

that it may be true the Complt. might have had sundry Dealings with Coja Cachick D'Marcus this Defendants Father and this Defendants Father might be indebted to the Complainant the sum of Two Hundred & sixteen Pagodas upon Ballance of accounts settled & adjusted at the day and year mentioned in the Complainant's Bill and might give the Complt. an obligation for the aforesaid sum, when this Defendant was in Ispahan a boy of about five year's age, and this Defendant is wholly Ignorant and knows nothing of his Father's several voyages and his short residence in any of these parts till his Deft. came out of Persia to Madras a youth of Fifteen years old and as a Factor to one Coja Gaspar then going down to Bengal in the year seventeen hundred and Thirty five to trade on this Defendants Patron's account, he this Defendant having met with his Father at Dignagore, who was then in commission to provide Goods for several of his Employers and this Defendant also advanced and delivered him a certain sum of money in order to purchase Goods for this Defendant's Masters account & this Defendant humbly begs leave to observe to this Honourable Court that this Defend^t. Father after three months and half of this Defendants residence in Bengal finding himself at the point of Death hath sent for this Defendant from Radnagore & at the Time this Defendant in company with an Armenian Padre came to Degnagore this Defendant's Father was Dead & the Corps was carrying to be buried at Chinchura whereupon this Defendant solemnly Declared before several Armenians who were then present that this Defendant desisted from Inheriting and possessing himself of his deceaseds Fathers Effects and estate and at the same time this Defend^{ts}. did Impower and make one Coja Owzeath attorney for this Defendant to recover & receive from the Estate of this Defendant's deceaseds Father the money which this Defend^t. hath put in his hands to purchase Goods, and this Defendant Further observes to this Hon^{ble} Court that after he was gone back to Radnagore the Employers and creditors of this Defendant's Father in Calcutta hearing of his death & of this Defendant's having relinquished his Father's Effects and among them one Coja Marcan D'Petrus (now deceased in Calcutta) an old Creditor of this Defendants Father, M^r. Emanuel & M^r. Jackson have appointed one Coja Nicose D'Gregory their attorney General for the Inspecting into this Defendant's Fathers' Books of accounts and paying Every Man his due which trust the said Nicose D'Gregorio hath accordingly put in Execution and every one Person in account with the Estate of this Defendants dec^d. Father was paid off his money, & this Defendant admits that his wife and Family do live together with his mother at her request in this Defendants Father's House in Ispahn as there was never any Demands made on this Defendants Father's Effects from any of his Creditors in so many years running and the Complainant may blance [*sic*] himself for not sending his demand to Persia till now, and this Defendant absolutely denys to have possessed himself as heir of his deceaseds Father's House in Ispahan or any part of his Father's Estate or any Person for him Expect [*sic*] as companions to this Defts. mother his wife and Family do live in his Father's said House, so much the Evidences mention'd in the Complainants said Bill can testify & nothing on the contrary and this Defendant positively denys to have answer'd to the Complainants Query that this Defendant was not in Bengal when his Father departed this Life & this Defendant absolutely denys to have possessed himself Either in Bengal or in Ispahan of any the Effects belonging to his Father's Estate or by this Defendants wife and Family or by any other Person for him or any other means whatsoever all which matters and things this Defendant is ready to aver maintain and prove as this Honourable Court shall award and humbly Frays to be hence dismissed with his reasonable Costs and charges in this behalf wrongfully sustain'd.

JOHN RUSSELL. *Attorney for the Defend^t.*

22^d. MARCH 1742/3.

The Replication of Coja Melcum D'Herapiet Merchant of Madras Complainant to the answer of Coja Pagoze De Chachick of the same place Defendant.

The said Repliant now and at all Times hereafter saving and Reserving to himself all & all manner of Benefit and advantage of Exception to the manifold Errors, Incertaintys, Insufficiencys and untruths in the said answer Contained for Replication thereto or unto so much thereof, as he this Repliant is advised and the Law requires this Repliant to Reply unto he this Repliant Replyeth & saith.

That the Defendants answer is filled up with a great many Evasious and frivolous Excuses not at all to the Present Purpose this Repliants Demand is on the Defendants Deceased father whose Estate and Effects the Defend^t. is in present Possession of, the Defendant may pretend what he pleases.

That a Dividend hath been made of his Fathers Effects. That he Inherits no part of his Fathers Effects.

And that the Defendants family only lives in his fathers House under his Mother all this the Defendant hath thought fitt to urge.

But this Replyant saith that the Defendants Wife and Children are in present possession of the Family's jewels & Effects, & by the Laws of this Replyants cost. The Defendants mother is only maintained and supported by the Defendant and his family.

But it is observable, the Defendant in one Part of his answer saith that his Deceaseds Fathers Effects have been made a Dividend of, and yet admits that his Father house still remains in Possession of his mother under whom his wife is said to Reside.

Now if the said House is not yet sold, this Repliant is still time Enough in his Demand, & ought in Equity to be paid out of such Effects of the Defendant's father left at his Decease a Particular account of which this Repliant cannot Possibly give by reason of the great Distance between Madrass & Ispahan, but all this Repliants Information specific, that the Deceaseds Effects (That is to say) His House, Family jewels & ca are all Enjoy'd by the Defendant his Wife and children, and if this Honourable Court will be pleased to referr this Replyants Demand to the Report of Coja Petruze, Tantoze De Auga Pera Coja D Michael Coja Johannes, or other of this Replyant cast, this Honourable Court will be justly Informed of the nature of this Replyant Demand and how for the Defendant is obliged to pay it by custom of the cast and Possessing the Effects.

And this Replyant is ready to aver Maintain & prove every Matter and thing above said and humbly prays as in and by his This Replyants Bill He this Replyant hath already Prayed.

HENRY DEVEIL. *Attorney for the Complainant.*

29th. MARCH 1743.

THE REJOINER of Coja Pagoze D'Cachick Merchant of Madras Defendant to the Replication of Coia Melcum D'Herapiet Merchant of the same place Complant^t.

This Defendant now and at all times hereafter saving and reserving to himself all manner of Benefit and advantage of Exception to the Incertainty & Insufficiency of the said Replication saith, that the Defendant's said answer is certain true and sufficient in the Law to be Reply'd unto, and he also saith that the Complain^t. is litigious for suying this Defendant in this Honourable Court most wrongfully for his deceased Fathers Debt when he the Complainant knew too well that this Defendant did not Inherit his Fathers Effects, and that this Defendant as

an employer by his attorney hath received the money shew this Defendants Father was intrusted with to Invest in goods and this Defendant was occasioned by the vexatitious Law suit of the Complainant to make an answer to the Particulars in the Complainants Bill of complaint for the better cognisance and observation of this Honourable Court which the Complainant is pleased to call an Evasive & frivolous answer, because the Complainant can no wise find this Defendant obliged to comply with Complainants unjust Demand, and though this Defendant admitted in his answer that in the Dwelling House of his Deceased Father in Ispahn this Defendants mother, his wife and Family as compaineus [*sic*] to her did live must thereby the Complainant pretend to say in his said Replication that this Defend^t. wife and children are in present possession of the Familys jewels and Effects and adds that by the Laws of the Complainants cast this Defendants mother is only maintained and supported by this Defendant and his Family of all which no Proof can be made and it is but a suspicion and framing Judgment of the Compl^t. and this Defendant to avoid giving this Honourable Court any further trouble in this affair he readily consents to the request of the Complainant to refer his Demand to the report of those named in the Complainants said Replication or others of this Defendants Cast as this Honourable Court shall think fit and this Defendant also saith as in and by his said answer he hath already said and do and will aver 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 & Expressed.

JOHN RUSSELL. *Attorney for the
Defend^t.*

26 JULY 1734.

We the undernamed Referees appointed by this Honourable Court to Examine the Matters in a cause where Coja Melcum D'Horapiet is Plaintiff & Coja Pogose D'Cachick Defendant did accordingly hear what was alledged on both Parties and upon Examination had of the matters in this cause and due Consideration thereon, we humbly Report to this Honourable Court that the said Coja Pogose D'Cachick Defendant, as hath not possessed himself of any Part of his Deceased Fathers Effects, he is not obliged to comply with the Demand of the said Coja Melcum D'Herapiet nor pay his deceased Fathers Debt Dated Fort St. George this 15th. day of July 1734.

MINASSACAWN D'LUCAS.
THADEUS AGA PEERY.
JOHANNES D'COJA MAWL.
MIGUEL D'GREGORIO.
GREGORIO D'SAFFRAS.

Translated from the original as near
as it will admit.

THADDEUS AGA PEERY.

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 26 day of July Anno Dom. 1743
Between Coja Melcum D'Herapiet of Madras
Merchant Complainant & Coja Poguze of the
same place also Merchant Defendant.

This Cause coming on this day to be heard and Debated before this Court in presence of the Complainants attorney. The Defendant & his attorney on hearing the Complainants Bill & Translate of a bond thereunto annex the Defendants answer the Replication & rejoinder, an order made in this cause on the 29 day of March Last past, & The Referrees report pursuant thereto 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 order & Decree and doth

accordingly order & Decree That the Complainants Bill do stand Dismissed out of this Court with costs. The Defend^t. not being answerable for the Premises according to the beforementioned Report.

NO CUR.

NOAH CASAMAJOR.
Reg^r.

14TH. JUNE 1743.

TO THE HONOURABLE THE MAYORS COURT AT
MADRASPATNAM.

HUMBLY complaining sheweth to this Honourable Court your Orator Sheven Yearum son and Heir of Alila Narnapah Late of Madras Deceased, that During your Orators Late fathers Life time, Nootacota Pittalla Vencatashia, having occasion for a sum of money did apply himself to your Orator Late father for the Loan thereof whereupon your Orators father, did advance and lend unto the said Vootacota Pittalla Vencatashia, the full and Just sum of one Hundred sixty and three Pagodas, and Eighteen fanams and for securing repayment thereof he the said Vencatashia did sign and Give your Orators Late father one bond or obligation Bearing date in Fort St. George the first day of September 1741 thereby promising to pay your Orators Late father after the rate of Nine ¹/₁₀₀ cent per annum one month after Date of his said bond, and your Orators shews he hath frequently Demanded payment of the said Bond as heir to his Deceased Fathers Estate But without Effect.

To the End therefore that the said Vootacota Pittalla Vencatashia may upon his Corporal oath true and perfect answer make to all and Every the matters aforesaid as fully truly & Effectually to all Intents as if the same was here again Repeated & Interrogated and be Decreed to pay your Orator his Principal money and 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 DEVEIL *Attorney for the
Complainant.*

SEPT^R. 1741 MADRASPATNAM.

I Vootacota Pittalla Vencatashia do hereby acknowledge to have Borrowed and Received of Mila Narreapah Moodelare the full and just sum of one Hundred sixty three Pagodas and Eighteen fanams for securing the repayment of which sum with Interest at nine ¹/₁₀₀ cent on the last day of the ensuing February I hereby bind myself and my Heirs.

WITNESS.

PITTALLA VANCATASHIAS mark.

Figue Chandepah Moodelare.

Tondavoor Annah Moodelare.

Drawn by Bothu Irsapen.

Translated from a Cadjan said to be the original.

JOSEPH GITHIN. *Exam^r.*

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 26th. day of July A.D. 1743 Between Shevenyearum of Madras merch^t. Complainant and Vootacota Pittala Vencatashia of the same place also Merchant Defendant.

UPON hearing the Complainants Bill & Translate of a Bond thereunto annexed dated the 1st. September 1741 for Pagodas 163. 18 fanams read and it appearing to this Court that the Defendant hath been served with the regular process to

answer the Complainants Bill but willfully and obstinately refusing so to do, this Court doth therefore on due Consideration had, think fit to order & Decree and doth accordingly order and Decree that the Defendant shall pay unto the Complainant the full & just sum of one hundred sixty three Pagodas Eighteen fanams current of Madras so much appearing to be due on the beforementioned bond together with such Interest after the rate of eight ʒ cent ʒ annum as now is or shall hereafter become due thereon untill full payment is made and also the Costs of this suit.

ʒ CUR.

NOAH CASAMAJOR.
Reg^r.

14TH. JUNE 1743.

TO THE HONBLE THE MAYORS COURT AT
MADRASPATNAM.

HUMBLY complaining sheweth To this Honourable Court your Orator Attaputty Connerapah Chitty Merchant of Madras, that one Subramoney Chitty son of Marr Chitty having occasion for a sum of money, did apply to your Orator for the Loan thereof whereupon your Orator did advance and lend unto the said Subramoney Chitty, son of Marr Chitty the full and just sum of one thousand and Forty Pagodas thirty four fanams and sixteen cash current of Madras which in sterling money of Great Brittain allowing Eight shillings ʒ Pagoda, amounts to four Hundred sixteen Pd^s. Eight shillings or thereabouts and for securing repayment thereof he the said Subramoney Chitty did sign and give unto your Orator one Cadjan note or obligation Bearing date in Fort St. George the 19th. day of January 1742/3 thereby specifying that he would pay your Orator on Demand, after the rate of nine ʒ cent ʒ annum, and your Orator shews he hath frequently in the most friendly manner requested payment, of your Orators money and Interest due thereon, but without Effect.

To the End Therefore that the said Subramoney Chitty son of Marr Chitty 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 pay your Orator his Principal and Intrest due thereon, and that your orator may have such further and other releife in the Premises as may be agreeable to Equity and good conscience.

HENRY DEVEIL. *Attorney for the
Complt.*

19 JANRY 1742/3 MADRASPATNAM.

I SUBRAMONEY CHITTY son of Marr Chitty do hereby acknowledge to have Borrowed & Received of Attaputty Comorapah Chitty the full and just sum of one Thousand and forty Pagodas Thirty four fanams and sixteen cash which sum I promise to pay on demand with Interest at nine ʒ cent.

SUBRAMONIEM.

WITNESS.

Rangama Rangapah Chitty.
Condevacum Nawmecor Chitty.
Drawn by Mooregopley.
Translated from a Cadjan said to be the original.

JOSEPH GITHIN. *Exam^r*

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 26 day of July Anno Domini 1743
Between Attaputty Comrapah Chitty of Madras
Merchant Complainant and Subramoney Chitty
son of Mar Chitty of the same place Defen-
dant.

ON HEARING the Complainants Bill, and Translate of a bond date the 19 day of January 1742/3 for Pagodas 1040. 34. 16 thereunto annexed read and the Defendant appearing in Court and acknowledging the Justice 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 shall pay unto the Complainant the full and just sum of one thousand forty Pagodas thirty four fanams sixteen cash so much appearing to be due on the beforementioned bond; together with such Interest after the rate of eight ₹ cent ₹ annum as now is or shall hereafter become due thereon until full Payment is made and also the Costs of this suit.

₹ CUR.

NOAH CASAMAJOR.

Reg^r.

14 JUNE 1743.

TO THE HONBLE THE MAYORS COURT AT
MADRASPATNAM.

HUMBLY complaining sheweth to this Honourable Court Your Orator Attapetty Comorapa Merchant of Madras, that one Subramoney Chitty Tobacco Farmer also Living & residing in Madras did on or about the 26th. day of January 1742 purchase of your Orator 96 Bales of Tobacco, after the rate of Eleven Pagodas Eighteen fanams ₹ candy and in all 24 candy or thereabouts, and your Orator shews that on the said Tobaccos being sold your Orator Immediately Deliver'd over to the said Subramoney Chitty the Key of your Orators Godown in which the said Tobacco was contain'd and also told the said Subramoney, that he should pay your Orator four Pagodas Godown rent, so long as the said Tobacco should remain in your Orators Godown after sale made thereof, and thô the agreement for the same was ready money yett the same not being yett paid your Orators Demands Interest thereon as well Godown rent, all which your Orator will Duly calculate at the Time of payment But the Principal 24 candy of Tobacco amounts to three Hundred thirty & three pagodas Current of Madras which in sterling money of Great Britain allowing eight shillings ₹ Pagoda, is one Hundred thirty three Pounds four shillings or thereabouts, on which is due Godown rent and Interest of eight ₹ cent to the Time of Payment, which your Orator hath frequently Demanded but without effect.

To the end therefore that the said Subramoney Chitty 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 & Interrogated and be Decreed to pay your Orator principal Intrest and Godown rent to the time of payment and that your Orator may have such further and other relief in the premises as may be agreeable to equity & good Conscience.

HENRY DEVEIL. *Attorney for the
Complainant.*

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 26 day of July Anno Domini 1743
Between Attepatty Comrapah Chitty of Madras
Merchant Complainant & Subramoney Chitty of
the same place Tobacco Farmer Defendant.

ON HEARING the Complainants bill read and the Defendant appearing in Court & acknowledging the Justice of the Complainants Demand and on due Consideration had. This Court doth therefore think fit to order & Decree & doth accordingly order & Decree That the defendant shall pay unto the Complainant the full & just sum of Two Hundred sixty seven Pagodas thirteen fanams forty cash current of Madras so much appearing to be due for the Tobacco mentioned in the Pltfs. bill together with Interest from the 16 day of January 1742/3 as now is or shall hereafter become due thereon until full payment is made after the rate of eight $\frac{1}{2}$ cent $\frac{1}{2}$ annum and also the costs of this suit and further that the Defendant shall pay unto the Compl. Godown rent for the said Tobacco from the Time of its sale to that of its delivery after the rate of four Pagodas $\frac{1}{2}$ month.

$\frac{1}{2}$ CUR

NOAH CASAMAJOR.

Reg^r.

MARCH THE 3^D. 1740.

TO THE HONOURABLE THE MAYORS
COURT AT MADRAS PATNAM.

HUMBLY complaining sheweth unto this Honourable Court your Orator Tanja Chitty Merchant of Madras having divers and sundry dealings with one Comrapan son of Jondua Chitty Merchant of the same place the said Comrapan having occasion for a sum of money did apply unto your Orator requesting the Loan thereof whereupon your Orator did advance and lend unto the said Comrapan the sum of four Hundred Pagodas for securing the repayment of which said sum with Interest accruing thereon he the said Comrapan did Execute and give unto your Orator one Mortgage Bond bearing date in Fort St. George the second day of July In the year of our Lord one Thousand seven Hundred & thirty six thereby making over unto your Orator Divers and sundry goods wares and Merchandizes the contents of which are as follows (viz) Tinn three candys and a half Ruinas Two candys allom three Candys, Dammer Two candys a parcell of Quick silver & vermillion the amount of the prime cost of which said Quick silver & vermillion being fifty (50) Pagodas also a Parcell of Broad cloth then lying and being in the hands of one Tencady Merchant of Madras containing seventy Pieces valued at (1460) Pagodas on Credit of which he the said Comrapan had borrowed and received from the said Terwady one Thousand Two Hundred and Thirty (1230) Pagodas so that there then remains due unto the said Comrapan on that account the nett sum of Two Hundred and Thirty (230) Pagodas which he the said Comrapan did make over unto your Orator & it was further in and by the said Bond stipulated & agreed between your Orator and the said Comrapan that in case he the said Comrapan did not pay off & Discharge the Principal & Interest accruing on the before recited mortgage on or before the second day of September ensuing the date of the said bond that then in such case it should be lawfull for your Orator to enter upon the said Mortgaged goods wares & Merchandizes and dispose of the same as your Orator thought Proper untill your Orators said Principal sum of Pagodas 400 with the Interest due thereon should be fully paid off and Discharged and your Orator shews unto this Hoñble Court that the limited time agreed on Between your Orator and the said Comrapan for Discharging the said mortgage being elapsed your Orator did proceed to the Executor of the other part of their agreement stipulated in the said Bond (viz) to sell & dispose of the goods wares & Merchandize made over unto your Orator as aforesaid which were not sufficient to Discharge the principal & Interest due unto your Orator upon the same The amount of all the goods wares & merchandizes so by your Orator sold will appear at large in the annex account.

AND your Orator shews unto this Honourable Court that your Orator & the said Comrapan adjusted their accounts there appeared to be due unto your Orator on the Head of sugar the further sum of Five Hundred and Fifty eight Pag^s. (P 558) for the securing the payment whereof the said Comrapan did [Execute and] give unto your Orator one Cadjan bond or writing obligatory [bearing date in Fort St.] George the second day of August in the year of our Lord one Thousand seven Hundred & Thirty six thereby engaging himself to pay unto your Orator the said sum of five Hundred and Fifty eight Pagodas with Intrest arising upon the same on Demand and your Orator further shews unto this Honourable Court that there is now due unto your Orator for Principal and Intrest on the said recited Bonds the sum of eight Hundred and Ninety seven Pagodas twenty seven fanams & seventy cash P. 897. 27. 70 or thereabouts which in sterling money of Great Britain accounting Eight shillings P. Pagoda amount to three Hundred and Fifty eight pounds Nineteen shillings & two pence or thereabouts £ 358. 19. 2.

And your Orator shews that the said Comarapan did as a further security in & by one Cadjan Bond in writing under his Hand acknowledge that he had in the Hands of Terivady fourteen peices of yellow Broad cloth & vermilion to the amount of Two Hundred and eighty 280 pagodas belonging to your Orator which he did promise, to redeem in eight days and pay your Orator his demand and he did thereby promise to discharge all other Bonds due unto your Orator within one month from the date thereof being the third day of august one Thousand seven Hundred & thirty six.

And your Orator shews that he hath often in an amicable manner applied to the said Comrapan requesting him to pay the said Principal & Interest But now so it is may it please this Honourable Court the said Comrapan refuses to Give your Orator any satisfaction in the Premises.

To the end therefore that the said Comrapan may upon his Corporal oath true & perfect answer make to all & every the matters and things herein before contained as fully Truly and Effectually to all Intents and purposes as if the same were here again Repeated & Interrogated and that the said Comrapan may be decreed to Pay your Orator's said Principal & Intrest and have such further and other General releif in the promises as shall be agreeable to equity and good conscience

WILLIAM DUMBLETON. *Attorney for the
Complain^t.*

ACCOUNT of money received of Anomole Comarapah part of payment of the beforementioned 2 Bonds viz.

1736 Sept ^r . 1 ..	..	Received for Tinn & Allum sold upon his account	..	..	..	..	131	18	—
1738 October 25	..	For a fine Carpet &c . sold	..	..	..	..	150	—	—
....	..	For Dammer & Sandell wood sold	..	..	..	..	10	—	—
December 16	..	For Ruinas sold	..	..	..	..	15	8	—
1739 March 31	..	Sundries received of him	..	..	..	..	5	—	—
						Pagodas ..	311	26	—

☞ TUNJA CHITTY.

1742-43-20

ANAMELE COMARAPAH.

D^r.

To cash advanced him at several Times from the 14 th . January 1735/6 to the 30 th . June 1736 amounting to	1216	27	—
To debt collected by him from several Persons	1201	11	60
PAGODAS	2418	2	60

C^r.

By cash received of him at several Times from the 5 th . of March 1735/6 to the 31 st . May 1736	1459	25	60
By Ballance due to him	958	13	—
PAGODAS	2418	2	60

MEMORANDUM the above mention'd Anamele
Comarapah gave 2 Bonds to Tunja Chitty
for the above Ballance as follows.

One Bond dated 2 ^d . July 1736 for	P. 400	—	—
One Bond dated 2 ^d . August 1736 for	558	—	—
The old Fanams are forgiven to Comrapah..	0	13	0
	Pagod^s.	958	13 —

FORT ST. GEORGE AUGUST 2^d. 1736.

TUNJA CHITTY.

Pleadings in the Mayor's Court, 1742-43

JULY 2^d. 1736.

I Comrapan son of Anomola Tondava Chitty do hereby acknowledge to have borrowed & Received from Tanja Chitty Companys merchant the sum of Four Hundred Pagodas for and in consideration of which Loan and for security of payment thereof I do hereby, make over & assign unto the said Tanja Chitty the following Goods articles viz. Tin three & half candys Ruinas Two candys, allom Three candys Dammer two Candys, a parcell of Quick silver & vermilion the amount of its prime cost being Fifty Pagodas, also a parcell of Broad cloth seventy pieces now in the Hands of Tervaddy valued at one Thousand Four Hundred sixty Pagodas on the credit of which I have reced from the said Terwady one Thousand two Hundred Thirty Pagodas the remaining Two Hundred Thirty Pagodas I hereby assign over to the said Tanja Chitty likewise, with abovementioned Goods & merchandize and I hereby bind myself to pay unto the said Tanja Chitty or before the 2^d. day of September next ensuing the above said sum of Four Hundred Pagodas with Interest thereon at the Rate of Nine $\frac{1}{2}$ cent $\frac{1}{2}$ annum in failure thereof the said Tanja Chitty hath power to Enter or [sic] the above mortgage & pay himself out of the produce.

Sign

COMBAPAN.

Chucumpah Chitty.
Puttaparvay Com Chitty.
Drawn by Tondavaray.
Translated from the original.

GEO: JONES Exam^r.AUGS^r. 3^d. 1736.

I COMORAN son of Tondua Chitty having this day settled and adjusted the account of sugar with Tanja Chitty Companys Merchant do find myself Indebted to him on that account the sum of Five Hundred Fifty eight Pagodas which sum I promise to pay on Demand with Interest thereon at the rate of nine $\frac{1}{2}$ cent $\frac{1}{2}$ annum.

Witness

Drawn & sign'd by
COMARAN.

Chumcupah Chitty *sign'd*.
Pullapurvay Com Chitty.
Translated from the original.

GEO. JONES Exam^r.AUGUST 3^d. 1736.

I Comrapah Chitty son of Anomala Tondua Chitty do acknowledge to have in the Hands of Terwaddy Fourteen peices whole of yellow broad cloth and some vermilion in all to the amount of Two Hundred Eighty Pagodas belonging to Tanja Chitty Companys merchant which I promise to redeem in Eight days & pay Tanja Chitty his Demand and in one month more I promise to discharge all my Bond debts to the said Tanja Chitty.

Witness.

Sign'd COMARAPAH.

Paupa Chitty.
Pedduparva Com Chitty.
Drawn by Oppoo.

Translated from the original.

GEO. JONES Exam^r.

JUB IN CUR.
AP^L. 28. 1741.

The answer of Comarapah son of Tondava
Chitty Defendant To the Bill of Compl. of
Tonja Chitty of Madras Complainant.

This Defendant saving and reserving to himself all advantage of Exception to the manifold Errors and Imperfections in the said Bill contain'd for answer thereunto or to so much Thereof as this Defendant is advised materially concern this Defendant to make answer unto he this Defendant answereth & saith That this Defendant doth admitt it to be True That this Defendant did give the three cajans annext to this Complainants Bill but Never received any valuable consideration for or on account of the same. But this Defendant begs Leave to Inform This Honourable Court in what manner the said Bonds where obtain'd which are now in the Complainants custody.

In August 1736 this Defendant being indebted to M^r. George Drake Late of this place merchant & this Defendant being threaten'd at that time with Trouble did absent himself from the sight of the said M^r. Drake whereupon the complainant Tanja Chitty Did in asuming Friendly manner come privatly to this Defendants house about twelve clock at Night and did Invite this Defendant to take sanctuary in his House for safty whereupon did repair to the Complts. House where this Defendant remain one night. The next day The said Complain^t. order'd this Defendant to fetch him the accounts & Cajans of sundry Foregoing Dealings that had passed in partnership betwixt this Defendant & Compl^t. who upon receipt of the said Cajans without any Examination Had thereon secured the whole and caused his the Complainants Conecoplea to write the three several cajans annext to the Complainants caused to be dated three Different Dates thō wrote all in one Day and which the Complainant Desired to sign upon promise that the Complainant would appease M^r. Drake By putting a stop to the pretended [sic] suit there in agitation against this Defendant and thereby save this Defendant from a prison who was Glad to sign any obligation on those Terms.

In short this Defendant has sundry accounts with the Compl^t. whcih was never Ballanced as he falely [sic] setts forth in the bonds which are strongly contradicted By an agreement sign'd by the Complainant and which is dated after all the foregoing Bonds Bearing date Sept^r. 15th. 1737 market ☉ and annext to this Defendants answer to which this Defendant most Humbly refers nor was any of this Defts. Goods so Mortgaged as pretended But only residing in the Complainants Godowns for safty But the Complainant first clarftly [sic] obtains 2 or 3 cajans of this Defendant then seizes this Defendants Goods amounting to about 500 Pagodas pretends to have sold such Goods without any order of this Defendant or this Honourable Court no body knows to whome or on what Terms But artfully Brings sale to a pretended Ballance & to pay of the contents of Bonds obtain'd unjustly from this Defendant on promise of what he never performed But to shew the complainants Bonds & account annext Bears in concurrence with Eatch [sic] other The Complainant By the bond Dated August 2^d. 1736 incerts a Ballance of Five Hundred and Fifty Eight Pagodas (558). Whereas the account annext Bearing at Bottom the same date and by the Complainants having Ballanced at the same time is Pagodas 958. 13 which sum Bears no proportion to the former Ballance and tis some what strange the Compl^t. should have a ballance of 958. 13 Due and yett take a bond for no more than 558 But what is still incoherent is that after all these bonds & accounts of Ballance said to the [sic] settled & clear for Inspection the Complainant Gives it under his hand that the Ballance now resting Between this Defendant & Complainant is unknown nor cannot be so known till the accounts Depending are Examined and adjusted & this the Complainant has sign'd and dated after all the foregoing pretentions of Bonds acc^{ts}. &ca. Besides the Complainant by his own agreement has appropriated what shall appear due to the use of the Pagodas or church But befor [sic] the Complainant can have any Demands on this Defendant tis Hoped the Complainant shall Give an accounts [sic] of the Goods Left in his custody to whome the said goods when sold to whome Deliver'd for what price sold and if sold privatly or in a fair & publick manner & that the accounts that relate to all Dealings be Deliverd up by the Complainant under oath to this Honourable Court that such measures may be taken for Inspection thereof as this Honble Court shall think just.

All which matters & things this Defendant is ready to aver maintain and prove as this Honourable Court shall Direct & humbly prays to be hence Dismissed with his reasonable costs in this behalf most wrongfully sustain'd.

HENRY DEVEIL *Attorney for the Defend^t.*

SEPTEMBER 15, 1737.

AGREED this day between Tanja Chitty Companys Merchant and Comrapah Chitty son of Anomala Tondua Chitty That whereas the said Comrapah Chitty stands Indebted to the said Tanja Chitty and has Left in his hands for security the undermentioned Articles one Gold Flower'd Fringed & Laced velvet carpet. Three Gold Flower'd Fringed & Laced velvet Pillow cases. One Gold Flower Fringed & Laced Velvet Fan all which belonging to Arcot Lingana who shall be sent for to sell them out of which the said Singana shall pay the said Tanja Chitty one Hundred sixty Pagodas provided the sales of those Goods produce that sum if more the surpluss [*sic*] to go to the said Linga Chitty if less Comrapah to make the deficiency good to the said Tanja Chitty, and furthers [*sic*] the said Comrapah stands Indebted to the said Tanja Chitty a sum of money not yet known nor can be till accounts between them are Examined & adjusted, however be it what ever it cannot be demanded by the said Tanja Chitty till the Expiration of the month of February next after the Expiration thereof it shall from time to time in small sums be appropriated towards providing provisions for my Pagoda.

TANJA CHITTY.

WITNESS.

Timiney Chitty.

Vandavashia Narsiah Chitty.

Drawn by Venaiagah.

Translated from the original.

GEO: JONES. *Exam^r.*

30TH. JUNE 1741.

THE REPLICATION of Tanja Chitty of Madras merchant Complainant To the answer of Tondua Comrapah of the same place Merch^t. Defendant.

THIS REPLYANT saving and Reserving to himself now and at all Times Hereafter all & all manner of Benefit and advantage of Exception to the Imperfections uncertaintys & untruths in the said answer contain'd for, For Replication thereunto saith.

That the Bonds this Repliant sues for are Just & neither obtain'd by force or Fraud as the Defendant In his answer Falsely Insinuates but Given by The Defendant to this Complain^t. voluntarily & without constraint for a Just and Lawfull Debt which the Defendant ow'd this Repliant which Debt Having been contracted at sundry times is the reason The Bonds Bears Different Dates this Repliant thinks it almost needless to acquaint This Honourable Court why the bonds and this Replyants account containe Different sums since tis Evident that the accounts have Interest added to them whereas the Bonds only specifye the Principal sums as to the rest this repliant says that the Goods that Defendant Pretends were sold by this Repliant were In reality actually sold by the Defendant himself & the Produce thereof paid to some other of the Defendants Creditors By the Deft. Himself as this Repliant is ready to prove by sufficient Witnesses and this Repliant Further saith if this Honourable Court will please To order this replyants Bonds to be paid off then this Repliant Is ready to adjust the acco^{ts}. Between this Repliant and the Defendant for the articles mentioned in The agreement annexed to the Defend^t. answer—all which matters & things this Repliant is ready to aver maintain & prove & Humbly Prays as In and by his said Bill he has allready Pray'd.

WILLIAM DUMBLETON *Attorney for the Repl^y.*

REJOYNDER GENERAL.

COMARAPAH CHITTEE.

Da.				
1735				
Febry.				
14th.	To cash received of Valla Mahomud for sugar he bought of me P.	1	26	45
24th.	To cash received of Comarapah for Ginger he bought of me	—	11	20
25th.	To cash received of Touna Cunda Raumaunzoolo	—	26	5
March				
3d.	To cash received of Erra Chitty Narrain Chitty	—	34	45
	To cash received of Valooz Caume Chitty ...	140	—	—
10th.	To cash received of Ditto	100	—	—
14th.	To cash received of Ditto	140	—	—
19th.	To cash received of Veedapulla	70	—	—
22d.	To cash received of Valoor Caume Chittee.	50	—	—
26th.	To cash received of Armoem Ragoooloo ...	13	—	—
28th.	To cash received of Pulee Neitem Senkeraya.	40	—	—
29th.	To cash received yourself	—	18	—
April				
9th.	To cash received of Pullee Nezlem Senkeraya	42	—	—
11th.	To cash received of Appoo	30	—	—
	To cash received of Conaree Chitty Moolla Chitty	36	—	—
13th.	To cash received of Vallor Caume Chitty ...	40	—	—
19th.	To cash received of Ditto	50	—	—
23d.	To cash received of same	9	—	—
May				
1.	To cash received of Ditto	—	18	—
May				
21st.	To cash received of me	17	—	—
	Carried over ...	781	36	25

Ca.				
1735				
March				
5th.	By cash you paid Peradasha on my account for Paddy I bought of him	50	—	—
May				
13th.	By cash received	133	—	—
14th.	By Ditto.	152	—	—
15th.	By Ditto.	40	—	—
20th.	By Ditto	300	—	—
	By cash paid to merchant of whom I purchased sugar candy &ca.	619	—	—
	By cash on paid for scarlet cloth	105	25	60
	By cash you paid to Coja Petroso in account of Interest	55	—	—
	By cash received	132	—	—
		1591	25	60
	By Ballance	953	6	13

2544 31 73

Pleadings in the Mayor's Court, 1742-43

Dr.				
1735.	Brought forward ...	781	36	25
June	To cash received of Valoor Come Chitty ...	100	—	—
2d.	To cash received of Meanacheya ...	28	—	—
	To cash received of Cauta Chitty Vengadum.	100	—	—
	To cash received of Ditto ...	109	1	67
	To cash received of Tornadee Mussalya ...	25	19	53
	To cash received of Nella Tomby Moorta Chittee ...	28	35	10
	To cash received of Siva Sankara Pandarum.	3	3	27
	To cash received of Andepanaigue ...	62	26	24
	To cash received of Ditto ...	25	26	10
	To cash received of Teagapah Chitty ...	6	5	58
	To cash received of Cundoola Latchemyah.	8	36	65
	To cash received of Ditto ...	12	12	2
	To Cash received of Chonachela Chitty ...	22	3	14
	To cash received of Angaram ...	25	33	73
	To cash received of St. Thome Merchants ...	220	—	—
	To cash received of Tomby Chitty ...	69	9	—
	To cash received of Pullee Venkem Sankaraya ...	78	2	19
	To cash received of Ditto ...	83	11	—
	To cash received of Ditto ...	37	2	14
	To cash received of Mulla Pilla ...	29	16	40
	To cash received of Ditto ...	25	12	66
	To cash received of Ditto ...	8	20	70
	To cash received of Sunkarafarick ...	7	—	55
	To cash received of Purpaudem ...	4	21	62
	To cash received of Valoar Caume Chittee ...	42	—	—
	To cash received of Ditto ...	14	—	—
	To cash received of Savaya Linga Chitty ...	—	19	64
	To cash received of Kishnadoss ...	23	34	62
	To cash received of Mummudee Kistnah ...	58	21	53
	To cash received Pursuram Rangapah ...	10	—	—
	To cash received of Mauneeken ...	6	—	—
	To cash received of Gruapah ...	43	31	5
	To cash received of Ameen Saib ...	9	26	5
	To cash received ...	439	—	—
	PAGODAS	2549	31	73 [sic]

		Cr.		
Brought over ...		2544	31	73

PAGODAS 2549 31 73 [sic]

PORT ST. GEORGE THE 11TH. JANUARY.

ERRORS EXCEPTED.

1741/2.

Account sales of sundrys Left in the hands of Tanja Chitty by
Tondava Comrapah.

1736						
September						
1st.	To Allepauk Muttoo Comrapah Chitty Tin 31					
	Poots Paiz 1	^{o.} 19	^{m.} 1	@ Pgs. 38	₹ candy	74 6 27
	To Savenda Chittee Tin 15	Poots Paiz 1.	1.	12 @		
	Pagodas 38	₹ Candy				40 29 17
12th.	To Ralph Mansell Allum 2.	^{o.} 1.	^{m.} 672	@ Pagodas		
	eight ₹. candy					16 18 11
1738.						
Decr.						
6th.	To Tuttoolaya Ruinas	^{m.} 19.	^{lb.} 1½	@ Pgs. 16	₹	
	candy					15 8 60
	To Abdullagane Dammer & Sandallwood					10 — —
				PAGODAS		156 26 35

JUR IN CUR
11TH. MAY 1742.

ERRORS EXCEPTED. ₹.
TANJA CHITTY.

INTERROGATORIES to be administred to such
Witnesses as shall be produced In a certain
cause wherein one Tanja Chitty is plaintiff &
Tondava Comrapan Defendant To such as shall
be sworn and Examin'd on the part of the
Complt.

To ALL WITNESSES *Imprimiss* Do you know the Parties Complainant and
Defendant in this cause or either and which of them and how long have you known
them and which of them Declare.

2^d. To Caume Chittee Merchant Item Do you know that the Complainant &
Defendant had Dealings one with the other did them to your knowledge any
Disputes arise between them occasion'd by one of the parties being backwar'd in
comncing to an acco^t. with the other Do you know that the Complainant & Defen-
dant carry'd on a Joint trade & that one of them sold Goods which was the Pro-
perty of the joint stock and received the whole amo^t. without accounting with the
other if yea say which was the Person so offending Do you the accounts were
afterwards settled between them if yea say if you know in whose favour the
Ballance arose ware you Present when the accounts ware settled ware the Parties
Complainant & Defendant Present were they upon amicable Terms one with the
other or not Declare.

3^d. To Oppobla Conacopla Item Ware you concern'd in making up the
accounts between the Parties Complt. & Defendant if yea say ware the Parties
Present at that Time were they on Goods Terms one with the other or not In
whose favour did the Ballance arise there any Bonds Given by the one to the
other for Payment of Ballance if yea say by whome ware they Given to whome
were they given and if the [sic] Given thereof signd them in your Presence if yea
say were they signd By the Giver willingly without reluctance on his side or use of
Threats on the other Declare.

4th. Item can you say any other matter or thing material for the Complainant
in this cause if yea set forth the same as you known have Heard or Do beleive
with the reasons of such your knowledge or beleif Declare.

WILLIAM DUMBLETON. Attorney for the
Complainant.

MAYORS COURT AT
MADRAS PATNAM.

Between Tanja Chittee Complainant & Tonda
Comrapan Defend^t.

DEPOSITIONS of Witness in this cause taken by and before the Exam^r. in this Court as follows.

CAUME Chitty of Madras Merchant aged 64 years or thereabouts being produced as a Witness in this cause on the part of the Complainant was on the 26th. day of November 1741 shewn at the office of M^r. Henry Deveil attorney for the Defendant by Charles Nero who left a note of the name Title & place of abode of the s^d. Caume Chittee and afterwards being on the same day being sworn & examined deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the Complainant & Defendant in this cause and hath so known them for 64 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knoweth the parties had dealings with each other and that they carried on a Joint Trade he further saith that the Defendant sold Goods which was the property of the Joint stock and received the whole amount without accounting with the Compl^t. and that a dispute arose on the Defendants refusing to come to an account and this Deponent further saith that some time after he this Deponent went with the Compl^t and one Appoble to the Defendants house where they perswaded the Defendant to goe with them to the Complainants House & settle the accounts and this Deponent saith that he waited below while they settled the accounts and that the Defendant afterwards came down and told him that the accounts was settled but on which side the ballance arose this Deponent cannot say being not present and this Deponent saith that both Parties seemed well pleased and on amicable Terms with each other and further saith not to this or the Last Interrogatory.

THE NAME OF CAUME CHITTY.

JOSEPH GITHIN. Exam^r.

OPPOBLE Conicopley to Tombe Chitty aged 47 years or thereab^{ts}. being produced as a witness in this cause on the part of the Complainant and afterwards being sworn & examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he hath known the Complainant 15 years and the Defendant 7 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith that he this Depon^t. was concerned in making up the acco^t. between the Compl^t. & Deft. & that both parties were then present and on friendly Terms with each other and this Deponent saith that the Ballance was in favour of the Compl^t. & that the Deft gave a bond to the Compl^t. for the payment of the said which bond he signed willingly in the presence of this Deponent without reluctance that no force or compulsion was used by the Complainant to oblige him and further this Deponent saith not to this or the last Interrogatory.

THE NAME OF OPPOBLE.

JOSEPH GITHIN. Exam^r.

INTERROGATORIES to be administred to such Witnesses as shall be produced sworn & examin'd on part of the Defendant in a certain cause wherein one Tanja Chittee is Complainant & Tondavacomerapah is Defendant.

Imprimis Do you know the partys Complain^t. & Defendant or Either & which of them and how Long have you known in them or Either and which of them Declare.

To Veerdapilla the Complainants Conecoplea Do you know the Bundle of Cajans now shewn you if yea who wrote these Cajans was wrote concerning the accounts of the Compl't. and Defendant if yea is there any of those Cajans now missing if yea How many is so missing and what Do such Cajans contain did you ever see the Defendant stop't by the Complainant if yea where was he so stoped did you see any force or compulsion made use of towards him if yea who forced him and on what account was the Defendant so forced Declare.

To Vandavers Nuraso & Coota Chitty Do you know any thing or any Discourse that has at any time passed Between the Complainant and Defendant if yea did you Ever Hear them talk of thire [sic] accounts if yea what passed thereon in your hearing or what Do you know in General concerning them or thire [sic] several Cajans and accounts Declare.

To Cossa Chittee Do you remember to have Heard Tanja Chitty Demand any money of Tondava Comerapah if yea what answer did Tondava Comerapah make to such Demand Declare.

To all the Witnesses Do you know or can you say any other matter or thing material for the Defendant in this Cause if yea sett forth the same as you know have Heard or Do Beleive with the reason of such your knowledge or beleif Declare.

MADRAS COURT AT
MADRASPATNAM.

Between Tanja Chitty Compl't. and Tondava
Comrapah Defendant.

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

VEERDAPILLA of Madras Conicoply aged 50 years or thereabouts being produced as a witness in this cause on the Part of the Defendant was on the 17th. day of November 1742 shewn at the office of Mr. William Dumbleton attorney for the Complainant by Connecapah who left a note of the name Title and place of abode of the said Verrdapilla 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 15 years and the Defendant 10 years or thereabouts.

2^d. To the second Interrogatory this Deponent saith that he knows the Bundle of Cadjans now shewn him at this his time of Examination and that they are all of this Deponents hands [sic] writing Except the four Cadjans marked, four written Cadjans, Two in the parcell of sixteen and also Except two others in the Parcel of an Hundred and Twenty seven that such Cadjans wrote by this Deponent were concerning accounts Between the Complainant and Defendant but how many were wrote or whether or no any are missing this Deponent cannot say unless he had the assistance of Two conicoply's for Two or three days this Deponent further saith that the Defend^t. was stop't by the Complainant and retained a whole night and till Ten of the clock next days at the Complainants House by him and his servants for that this Depon^t. was also stop't and retained with him (in order to compell him (the Defendant) to settle accounts Between them and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that the next day after the Complainant had retained the Defendant and this Deponent all night as aforesaid the Complainant took them before Tomby Chitty where they overlooked the accounts for upwards of an hour and then the Defendant and this Deponent were discharged and more saith not.

VEERDAPILLA.

JOSEPH GITHIN Exam^r.

1742-43-21

VANDAVERS NURSOO of Madras merchant aged 39 years or thereabouts being produced as a witness in this cause on the part of the Defendant and afterwards being sworn & Examined deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the Complainant and hath so known him 20 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith that he knows there were accounts Between the Complainant and Defendant and has heard then discourse about the same, which was to the following Effect The Complainant sent for this Deponent & desired him to perswade the Defendant to give him, the Complainant a velvet [*sic*] Cushion trim'd with Gold, a cap and Bedding as also a Morse fan of great value which this Deponent accordingly did and on the Defendants coming to the Complainant he said that he would give the things required, if the Complainant would deliver him up his mortgage Bond Given of all his Effects when he was afraid of an Execution at the suit of Mr. Drake to which the Complainant answered I can't find the Bond there are accounts Between us if when they are settled the Ballance shall appear to be in my favour I will not insist on immediate P'ayment of the money but you may pay my yearly stipend to the church (which will be but a little at a time) until the whole is paid That sometime after the Complainant said to this Deponent you agreed with me that the Defendant should settle accounts and pay me by little and little. I dont see any stept [*sic*] taken towards it, whereon this Deponent went & Brought the Defendant and his conicopley to Linga Chittys Godown where he Left them with the Complainant to settle accounts, but what further passed knows not. This Deponent further saith that he knows the cadjans marked HD now shewn him at this his time of Examination, and that it is an agreement between the Complainant & Defendant to which this Deponents name is signed as a Witness and more saith not to this or the Last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

VENDAVERS NURSOO.

COOTA CHITTY of Madras Merchant aged 26 years or thereabouts being produced as a witness in this cause on the part of the Defendant and afterwards being sworn & Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith That he hath known the Complainant 20 years and the Defendant 10 years or thereabouts.

3^d. To the third Interrogatory this Deponent saith that he knows of some discourse Between the Complainant and Defendant about their accounts some part as he hath heard and other part of his own knowledge and first he has heard That the Complainant desired Vandevera Nursue to perswade the Defendant to give him the Complainant, a velvet Cushion trim'd with Gold, a cap and Bedding as also a moorse Fan all of the value of an hundred & Fifty Pagodas and this Deponent hear'd the Defendant promise to deliver & accordingly did deliver all his Goods and Effects to the Complainant to sell in order that he might pay himself who said, on the receipt thereof to the Defendant if any more should be due to me on Ballance you may pay my Part or yearly due to the Curch till the whole is paid, and this Depon^t. further saith that the Cadjan marked HD now produced and shewn to him at this time of Examination is an agreement between the Complainant and Deft to the aforesaid Effects and to which this Deponent's name is signed as a witness & more saith not to this or the last Interrogatory.

JOSEPH GITHIN. *Exam^r.*

COOTA CHITTY.

COSSA CHITTY of Madras Merchant aged 27 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 10 years and the Defendant 6 years or thereabouts.

4th. To the fourth Interrogatory this Deponent saith that he knoweth not of his own knowledge any thing of the matters enquired of in this Interrogatory but saith that the Defendant did relate to him a story the last night and told him to repeat the same when he came before the Examination which this Deponent saith hath entirely slipt his memory, that he cannot at this time recover any of the particulars of such Narrative or can further say matter or thing material relating to this Cause.

COSSA CHITTY.

JOSEPH GITHIN. *Exam^r*.

TRANSLATE of the Referrees Report to the Honble the Mayors Court dated Madraspatnam this 24 day of July Anno Domini 1743.

WE, Rangamarr Rangapah chitty Arrumagah Chitty, Attaputty Comrapah Chitty Cheddumburram Chitty and Serevenen Referrees appointed by this Honourable Court to inspect and settle the accounts of Tanja Chitty and Comarapah Chitty, do humble Report that we have carefully Examined the same as also the Proofs on both sides and according to the best of your capacity have adjusted their difference by our following Determination in Tanjas Chitty's account there is a ballance of six Hundred twenty three Pagodas Twenty four fanams and thirty Cash but finding in Comorapah Chittys accounts the sum of an Hundred and Forty Pagodas Eighteen fanams and thirty five cash paid by him to Teagaph Chitty in part of Tanjah Chittys Bond to the said Teagapah Chitty and not accounted for in Tanjah Chittys account we therefore sent for Teagapah Chitty, and on his acknowledging to have received the said sum we ordered him to endorse the Receipt thereof on the bond which the date whereon he received it we further found that Four hundred forty three Pagodas five fanams and seventy five cash were outstanding debts and not thinking it reasonable as Comorapah Chitty had not collected in any part thereof that the said should be Charged to his account we deducted it and ordered Tanjah Chitty to collect in the said sum on his own account so that there only remains now, due on ballance from Comarapah Chitty to Tanja Chitty the sum of forty Pagodas which he is to pay him in four months at Ten pagodas ₹ month we further ordered that Tanja Chitty deliver up the three bonds he received from Comrapah Chitty as also his weights and seals and that Comrapah Chitty return Tanja Chitty his one Bond.

Rangomarr Rangapen.
Arumugah Chitty.
Attaputty Comrapen.
Pellava Cheddumburram.

Translated from a cadjan said to be the original.

JOSEPH GITHIN. *Exam^r*.

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 2^d. day of August Anno Dom 1743 Between Tanja Chitty of Madras Merchant Compt. and Tondava Comrapah of the same place also Merchant.

This cause coming on this day to be heard and Debated before this Court in presence of the parties and their attorneys on both sides on hearing the Complainants Bill Two accounts, Translates of Two bonds & of a bond of agreement thereunto annex, the Defendants answer and Translate of an agreement thereunto annex, the Replication and Reioynder an order made in this cause on the 15th. day of December 1741 The Plffs. account pursuant thereto, one other order of the 20th. day of April 1742 a Further account delivered in by the Pff. pursuant thereto, the Proofs taken in this Cause, on order of Reference made in this Cause

on the 8 day of February Last past and The Referrees Report pursuant thereto 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 shall pay unto the Complainant the full and just sum of Thirty Pagod^s. current of Madras at four several payments of Ten Pagodas each ₹ month at or before the expiration of four months from the date hereof and further that the Complain^t. do deliver up unto the Defendant, the three bonds he received from time and his weights and seales and that the Deft. do deliver up unto the Complainant his one Bond pursuant to this beforementioned report and it appearing to this Court that the Deft hath always been willing to referr the matters in Dispute to arbitration from the commencement of this suit against him, This Court doth therefore also order and Decree that the Compl^t. do pay the Costs of this suit.

₹ CUR.

NOAH CASAMAJOR.
Reg^r.

12 JULY 1742.

TO THE HONOURABLE THE MAYORS COURT
AT MADRAS PATNAM.

THE HUMBLE PETITION OF DOWELGEE BOY

SHEWETH

That your Petitioner did sometime since lend the sum of sixty pagodas To one Gosham Labbee at that time in seeming of Good circumstancys [*sic*] But on the loan of such money he the said Gossam Labbee did sign & give your Petitioner a mortgage bond of his dwelling house and two bills of sale thereof the bond bearing date August 21, 1740.

And your Petitioner shews that since the Execution of the said bond the said House so mortgaged is sued to an Execution by the Sheriff at the suit of one Ishmal Labbee and the money arising from such sale is now paid into this Honourable Court.

WHEREFORE your Petitioner most humbly Prays that the mortgage Due thereon may be first paid thereout with such Interest as hath or may become due thereon and according to the practice of this Honble Court this Petitioner is ready to make oath that your Petitioner has lent so much money on the said House and never received any Consideration for the same.

AND YOUR PETITIONER as in Duty bound shall ever Pray &ca.

HENRY DEVEIL. *Attorney for the Petitioner.*

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 2^d. day of August Anno Domini 1743 Expart [*sic*] Dowleje boy a Petitioner of a mortgage on a house sold by virtue of a warrant of Execution issuing of this Court at the suit of Ismael Labbee agst. the Effect of Gossam Labbee.

ON Reading the Petitioners Petition and the person who drew the mortgage bond therein referr'd to having appeared in this Court, and declared under oath the [*sic*] wrote the same and further that the sum of sixty pagodas was to his

knowledge paid by the Petitioner to the mortgagee at three different times on the Consideration had this Court doth therefore think fit to order & Decree and doth accordingly order and Decree That the sum of sixty eight pagodas ten fans. thirty four Cash Levy'd and return'd into this Court by virtue of the beforementioned warrant of Execution, and now remaining in the hands of the Register of this Court, be paid unto the Petitioner in and towards the discharge of the said mortgage bond and Interest thereon on his Delivering up the said mortgage Bond and that the petitioner do pay the Costs hereon accruing.

¶ CUR.

NOAH CASAMAJOR,
Reg^r.

5TH. JULY 1743.

TO THE HONOURABLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator John Stratton of [sic] Merchant of Madras That one Meer Mahomud Labbee Naquada of the ship Phuttychund the said ship being some time since at Vizagapatam, where your Orator then resided, and having occasion for sundry stores and Necessarys, he the said Meer Mahomud Labbee apply'd to your Orator for Loan of some money Whereupon your Orator did advance and lend the said Meer Mahomud Labbee three severals sums of money viz.

At one Time Rupees	...	...	150		
At another Time Rupees	...	...	21	13	
At a third time Rupees	...	...	10	—	—

Pagodas 53 or thereabouts which in sterling money of Great Brittain allowing Eight shillings. ¶ Pagoda, amounts to Twenty one Pounds or thereabouts, for repayment of which sum he the said Meer Mahomud Labbee did sign and Give your Orator three severals Bonds bearing date 27th. of February 1742/3 and Being all Either for purchase or payment of the said ships stores, he the said Naquada therefore Binds the said ship and her apparell for the payment thereof whereby the said Naquada the ship or her owner is Equally Lyable for the said Debt so Contracted, and your Orators shews he hath frequently Demanded payment of the said money Both of the Naquadah and his owner by name one Mundalah Chinnah Veerago But without Effect.

To the End therefore that the said Meer Mahomud Labbee & Mundala Chinna Virago owner of the said ship, may upon their Corporal oaths 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 pay your Orator his said money & Interest and that your Orator may have such further and other releif in the premises as may be agreeable to Equity and good Conscience.

HENRY DEVEIL. *Attorney for the Complainant.*

19 JUNE 1743.

The Joint & seperate answer & answers of Meer Mahomud Labbee & Mundala Veeragua both merchants of Madras Defend^t. to the bill of complaint of John Stratton also of the same place Merchant.

THESE Defendants now and at all Times hereafter saving & reserving to themselves all & all manner of Benefit and advantage of Exception to the many errors uncertaintys Imperfections and untruths in the said Bill of Complain^t. contain'd for answer thereunto or unto so much thereof as these Defendants are advis'd materially concern these Defend^{ts}. to answer unto they these Defendants answer and say.

And first Mundala Veeragua for himself saith That he knoweth not any thing relating to the present dispute never having been present at the making any Contract or agreement betwixt the now Complainant and the other Defendant nor can this Defendant conceive what cou'd induce the now Complainant to make this Deft. a party in his bill and therefore humbly hopes this Honourable Court let this cause be Determin'd which way it may will not Deem this Defendant subject to any Costs arising from this Litigious suit or Prosecution.

SECONDLY Meera Mahomud Labbee for himself saith he acknowledg^d. signing Bonds for the sum of now sued for and always was and now is ready to account for and discharge the same if the Complainant will adjust accounts Between this Deft. and him but the Complainant evades coming to an account with this Defendant demands to be paid 180 Rup^s. due from this Defendant to him on bond but takes no notice of Five or six Thousand Rup^s. due from him to this Defendant on account therefore this Defendant Prays the Complainant may be compell'd to settle accounts with this Defend^t. and the ball^{ce}. due be of which side it may shall be Decreed by this Honourable Court to the Cred^r.

All which matters & things these Defendants are ready to averr maintain and prove and humbly Pray to be hence Dismissed with reasonable Costs in this behalf most wrongfully sustained.

WILLIAM DUMBLETON. *Attorney for the Defendants.*

19 JULY 1743.

TO THE HONOURABLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY Complaining sheweth unto this Honourable Court your Orator Meera Mahomud Labbee now living and residing in Madras having been Nauquedah of a ship Nam'd Pellijan on a Voyage from Pique to this Port of Madras on her passage hither Touch'd at Vizagapatam where Mr. John Stratton at that Time Govern'd and the said John Stratton having occasion to Freight some Grain to Madras applied himself to your Orator for Liberty so to do on your Orators ship which request your Orator comply'd with on condition your Orator shou'd receive from the said Mr. John Stratton for every Garse by him so Freight'd six Arcot Rupees which Terms the said Mr. John Stratton agreed to and promis'd to put the said Grasin in Quantity one Hundred and Eighty Garse on board and Dispatch your Orator Vessell in one month from the time the said agreement was made both parties being this agreed the said Mr. John Stratton inform'd your Orator that the Lascars your Orator had on board were Lazey Fellows and wou'd not get the ship Dispatch'd by the Time appointed therefore He wou'd turn out your Orators Lascars and put in his own which your Orator oppos'd but in vain for the said Mr. John Stratton turn'd out your Orators Lascars and Syrang and put in all his own People by which means the command of the ship was taken Entirely from your Orator & she sent by Mr. John Stratton to Poonamarka to take in his Grain where she (Instead of being dispatch'd in one month) remain'd Four months by which delay of the said Mr. John Strattons your Orator became a sufferer to the amount of Nine Hundred Rupees the ships' charges being Three Hundred & your Orator shews unto this Honourable Court that your Orator had a parcel of Timbers in Number one hundred and seventyone to dispose off which the said Mr. John Stratton order'd your Orator to end on shore and he wou'd buy them of your Orator at the market price in Madrass which your Orator agreed to and the said Timbers were deliver'd to the said Mr. John Stratton who upon adjusting accounts with your Orator (after the arrival of your Orators ship from Poonamarka to Vizagapatam) wou'd allow your Orator no more then Ten Rupees each Timber though as your Orator has been since inform'd the said Timbers wou'd at that time have sold here for Forty Rup^s. each and though your Orator

oppos'd selling the said Timbers at Mr. John Strattons Price yet your Orator could neither get more for them nor the Timbers back again from the said John Stratton by which arbitrary Proceedings of the said Mr. John Stratton your Orator became a sufferer to the amount of Five thousand seven Hundred and sixty Rup^s. and your Orator further shews that your Orator Brought Divers things from Vizagap^m. for the said Mr. John Stratton the Freight on which amounts to Two Hundred & Eighty one Rupees which added to the Two foregoing sums make your Orators Demand on the said Mr. John Stratton to be six thousand three Hundred and Ten Rupees Arcot which reduced into Pagodas at the prize they now care makes Pagodas (1810. 20. 60) which in sterling money of Great Brittain accompting each Pagoda 8 shillings amounts to Pounds 724. 4. or thereabouts which sum your Orator hath often Demanded of the said Mr. John Stratton.

But now so it is may it please this Honourable Court the said Mr. John Stratton refuses to give your Orator any manner of satisfaction your Orator therefore Prays a Gen^l. relief Touching the Premisses such as to this Honble Court shall appear agreeable to Equity and good Conscience. To the end therefore that the said Mr. John Stratton may upon his corporal oath true and Perfect answer make as fully Truly and Effectually to all Intents and purposes as if the same already alledged herein ever here again repeated and Interrogated.

WILLIAM DUMBLETON. *Attorney for the Complain^t.*

JUR IN CUR
26 JULY 1743.

The Plea and answer of John Stratton of Fort St. George merchant Defendant to the Bill of Complainant of Meer Mahomud Labbee.

The said Defendant by Protestation not confessing or acknowledging any of the matters or things in and by the said bill of complaint set forth and alledged to be true, saith that, as to such part of the said Bill as Demands an account of and concerning any matters and things transacted Between the Complainant and this Defendant at any time before and until the Twenty seventh day of February which was in the year of our Lord one Thousand seven Hundred and Forty two, This Defendant doth Plead thereunto and for Plea saith, That upon the said Twenty seventh day of February the Complainant & this Defendant did make up state and settle an account in writing them mutually exchanged, reversed and delivered by between and to the Complainant and this Defendant of all matters & things at any time before the said Twenty seventh day of February being or depending between them, and the Complainant after a strict and deliberate Examination of the said account & every particular thereof did approve and allow of the same, whereby there appears to be a ballance of one Hundred and Fifty Arcot Rupees due to this Defendant and thereupon the same day the said Complainant did give to this Defendant a receipt acquittance or discharge according to the custom of merchants in India now, and as this Defendant doth verily Believe, hath been time out of the memory of any man to the Contrary, used and approved of to a sufficient, good and valid receipt acquittance or discharge of all Transactions therein mentioned, by signing the said account so delivered to this Defendant by the said Complain^t. the signing whereof stands acknowledged by him in this Honourable Court, on the nineteen or Records thereof and by receiving another account of the same date and contents reversed & signed by this Defendant, as by the said account so signed and acknowledged by the said Complainant and now deposited in this Honourable Court may appear and this Deft. doth plead the said account stated and the said Receipt acquittance or discharge, according to the Custom aforesaid, in Bar to such part of the said Bill as Demands an account from this Defendant for any matters or things in the said Bill mentioned or which were transacted on or before the said Twenty seventh day of February, and humbly demands the judgement of this Honourable Court whether he shall make any other or further answer to that part of the said Complainants bill of Complaint and for answer as well to the residue of the said Bill.

as for the satisfaction of this Honourable Court, and also to support and shew the justice and validity of his said Plea, This Defendant begs leave to set forth a true state of all the Transactions and dealings had between him & the Complainant, not any way departing from but firmly relying on his said Plea as the same is before Pleaded and therefore sets forth and saith That on or about the Twenty fourth day of November last past The ship Tully Chund comanded by Cap^t. John Hutton arrived at the Port of Vizagapatam at which settlement this Defendant then resided as Chief & which ship was then in very great distress having lost all her masts except the Foremast. That when the said John Hutton came on shore he acquainted this Defendant that the said ship had then but one anchor and Cable on board and therefore supposed his Noquedah by name Meer Mahomud Labbee, the now Complainant, would apply to him this Defendant for assistance, accordingly the next day the Complainant came to this Defendant and acquainted him with the Condition his said ship was in and begg'd this Defendants assistance whereupon this Defendant assured him of all that lay in his Power some few days afterwards the Complainant came a second time to visit this Defendant when he Brought with him a Horse, which he begg'd this Defendant's acceptance of, and thô he then refused it yet the Complainant insisting that he should accept of the same, this Defendant accordingly ordered him to his stables. This Defendant then told the Complainant that the Cap^t. had informed him of there being but one anchor and Cable on board of his ship and that in case of any accident happening to either, The ship must inevitably run ashore upon, a place, there called, the Dolphins Nose, and therefore recommended it to him to provide against any accidents of that kind, whereto he reply'd that he would take care, But notwithstanding the Complainant omitting to provide for his said ships safety, by sending the proper Necessaries on board, This Defendant did therefore at the request of the said Capⁿ. Hutton send on board the ship one of his own anchors, which the said Hutton promised to return before his this Defend^t. ship should have occasion for the same, and this Defendant further saith that the said anchor had not been on board the said ship Forty eight Hours, as near as this Defendant can remember, before the anchor she then rode by broke, whereupon the People in the ship made use of that this Defendant had sent on board, otherwise, she must have drove on shore That sometime in the month of January last the Complainant Purchased Two anchors, one of this Defendant and another of Mr. Thomas Saunders for Three Hundred Rupees which when sent on board this Defendants anchor was returned This Defendant further saith That about Five or six days after the Complainants arrival at Vizagapatam he apply'd to this Defendant for the Loan of money which he accordingly Lent him at several Times in ready money to the amount of one thousand and Twelve Arcot Rupees besides six Hundred and sixty seven also Arcot Rupees which he paid the Mariners of the ship by his order This Defendant further saith that the Complainant having a Parcel of Timbers on board his ship to dispose of he apply'd to this Defendant to purchase the same offering to sell them at Twelve Rupees each which this Defendant thought too dear the Complainant then asked this Defendant what he would give for them, to which, this Defendant reply'd that he would send a Person on board to view them and if they were reported to be of the Length and thickness he declared they were, This Defendant then would give him Ten Rupees for them one with another, accordingly this Defendant to the best of his Remembrance desired Mr. Tornery to go on board who reporting the Timbers to be worth the money this Defendant had offered, he therefore sent for the Complainant and told him that he would give him Ten Rupees a peice for them one with another & no more, and that in Case he could get a better price for them he might sell them to whom he thought proper, on which the Complainant then agreed to sell and accordingly did sell unto this Defendant with his free will and consent and without any mention being made of a Madras price one hundred and Eighty four Timbers at Ten Rupees each instead of one Hundred and seventyone as is set forth by the Complainant in his Bill, and this Defendant further saith That upon the Complainants application to him he this Defendant sent the Cattamarans belonging to the Port to bring the Timbers on shore and not as the Compl^t. would insinuate That this Defendant first sent for the Timbers on shore, and then took them at his own price, For that this Defendant doth declare he actually

bought the Timbers before one of them was Landed. This Defendant further answereth and saith that on or about the Twenty second day of December last past he did contract agree to and with the Compl't. to take his the Complainants ship at Freight on the following Conditions, First that Cap^t. John Hutton should comand the said ship and secondly that she should be in a condition to sail from the said Port of Vizagapatam to that of Ponnee Marca where this Defendants Grain was to be shipp'd on board by the fifteenth day of January at farthest on which conditions this Defendant did then agree to allow the Complainant six Rupees for every Garce the said ship could take in, and this Defendant further saith that after the agreement aforesaid this Defendant sent for the said Captⁿ. Hutton and acquainted him with what had passed between him this Defendant and the Complainant then Noquedah, whereto the said John Hutton reply'd that in Case the Noquedah would give him a valuable consideration for his Trouble he would take the command of the said ship upon him whereupon the agreement was accordingly struck in this Defend^{ts}. presence, and to the best of his remembrance for three Hundred Arcot Rupees, But with this Provisoe That the syrang of the said ship with several of the mariners should be dismissed the service otherwise the contract should be void, the said John Hutton alledging that in case the syrang proceeded on the ship he the said Hutton run a risque of being murdered by him and his People, To which the Complainant at the same time reply'd that he the said John Hutten might do therein as he thought proper and that thenceforward he the said Complainant would not Trouble himself about the service of the ship and desired of him the said Hutton to get her in readiness by the Time aforesaid this Defendant further saith That on or about the Twenty fifth day of the said month of January The said ship Futtychund left the Port of Vizagapatam for that of Ponnee Marca where this Defendant did lade on Board her one hundred and eighty Garce of Paddy Ponneemarea measure from which last Port this Defendant would likewise have dispatched her for this Port of Madras but the Complainant desired she might again return to that of Vizagapatam from which Port he would embark on her for this place, This Defendant further saith that on or about the Twentyeth day of the said month of Febry. the said ship returned to Vizagapatam when this Defendant would have made up his account and dispatched him but the Complainant insisted on his staying at Vizagapatam till the Hossen Hussain Feast was over, so that it was the twenty seventh day of the said month of February before this Defendant adjusted his accounts with the Complainant when he the Complainant gave unto this Defendant an account current (as is also sett forth in this Defendants Plea) the signing or Execution whereof the said Complainant some days past acknowledged in this Honourable Court That the said ship sailed in company with another ship named the Vizagapatam on the Twenty eight day of the same month for this place and therefore he humbly hopes that from what he hath related it willfully appear. that he this Defendant did not on his Part detain the said ship one Hour longer than was necessary This Defendant further saith That he doth deny the Complainant ever apply'd to him to settle any accounts with him since his arrival at this place, But on the contrary That the Complainant together with Mundulah Chinna Verago hath often times since his said arrival here thanked him for the good services he did them at Vizagapatam and that as soon as they had disposed of their ship, They would pay this Defendant what the Complainant stood indebted unto him upon notes of hand, and therefore pray'd forbearance till that Time, and this Defendant saith that he firmly beleives If he had insisted upon the Complainants paying him what he stood indebted [to] him on his arrival at this place he the Complainant had comply'd therewith by which means as this Defendant apprehends this unjust prosecution would never have been commenced. But the Complainant and his owners being obliged to sell the ship in order to pay off the several sums taken up at Respond^a. and at a price less then would discharge their obligations (as this Defendant hath been informed) he for that reason humbly presumes, and doubts not it will appear, That this suit is Calculated only with an Intent to evade or at least delay the payment of what is justly due to this Defendant until it may better suit with the Complainants Convenience to discharge the same and this Defendant doth Declare that the Complainant permitted him to send on board his said ship an Elephant, a Horse and some sticklack free of Freight.

& all other charges, all which matters & things this Deft. is ready to Aver maintain & prove as this Honourable Court shall direct and humbly prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully sustained.

HENRY DEVEIL. *Attorney for the Deft.*

At a Court held at the Town Hall on Tuesday the 5^o. day of July Anno Domini 1743.

JOHN STRATTON VIZ.

MEERA MAHOMUD LABBEE AND MUNDALA CHINNA VERAGO.

Mr. Robert Turing a Person whom the Pet. intended to produce as a Witness on his behalf being about to depart for Vizagapatam being first sworn declares That he heard the Defendant Meer Mahomud Labbee, when at Vizagapatam declare to the Plt. that he might lade what Effects of his he thought proper on board the ship of the said Meera Mahomud Labbee, then at Vizagapatam bound for this place without paying any freight for the same.

12 JULY 1743.

NOAH CASAMAJOB. *Reg^r.*

JOHN HUTTON of Fort St. George in the East Indies Marriner maketh oath That some Time in the month of December last he this Deponent was acquainted by Mr. John Stratton then Chief at Vizagapatam That he had Purchased of Meer Mahomud Labbee Noquedah of the Tully Chund one Hundred and Eighty four Timbers as near as this Deponent can remember the Quantity at Ten Rupees each, and further the said John Stratton said That he would send the said Timbers to Bengal on his Little ship under this Depo[nent's] command. but on Mr. Tournerey's saying that she was not fit for the voyage, that scheme w[as] laid aside and this Deponent further saith That he hath often heard the said Meer Mahomud Labbee since the said month of December say that he had sold the said Timbers to the said Mr. Stratton at the Price aforesaid, and this Deponent further saith that he also well remembers That some Time in the month of February last or thereabouts The said Meer Mahomud Labbee on his own accord, and as this Deponent verily beleives without an[y] previous application having been made to him requested this Deponent to acquaint the said Mr. Stratton That he might send his Elephant & Horse or any other thing that he had occasion for, without being lyable to pay any Freight or other consideration whatsoever or words to that or the licke effects.

Sworn before me in Fort St. George this 6th. day of July 1743.

JOHN HUTTON.

JOHN STRATTON ESQ^r.

Dr.

	Art. Rups.	Rups.	1840	—	—
Teak Timbers 184. @ 10 each					
Freight on Grain 180 Poinde Marca Garse @ 6 Rups. ⌘ Garse			1080	—	—
			2920	—	—
Ballance for which I have given bond ...			150	—	—

	Arcot Rups.	Ca.	200	—	—
By cash 1 Bond for			400	—	—
By Ditto paid the Mate			100	—	—
By Ditto ... Ditto			667	—	—
By Cash paid Lascars			65	—	—
By Ditto			150	—	—
By Ditto paid the Mate			50	—	—
By cash paid Nacoda			1632	—	—
By an anchor			300	—	—
By 85 Planks			85	—	—
By Topmasts 4			75	—	—
By Ditto 2			25	—	—
By 1 cable & 35 quoile of Rope			300	—	—
By 1 Rudder			2	8	—
	Corge.	Ps.			
By sail cloth 2 — 6			215	10	—
By Tarr 1/2 Barrel			8	2	—
By Store keeper's Note			109	14	—
By Cattamaran cooley for Timbers			15	—	—
By companys custom			120	14	—
By 1 speaking Trumpett			7	8	—
By Barr Boats 38 Tripes			114	—	—
By Master carpenter paid him			12	—	—
By cash received			47	8	—

Arcot Rupees ... 3070 — —

RUPEES ... 3070 — —

VIZAGAPATNAM
FEBRY. 29th. 1742/3.

E. EXCEPTED.
I have cleared the account and given Bond for 150
Translated from a paper writeing said to be the original.
JOSEPH GITHIN, Examr.

Pleadings in the Mayor's Court, 1742-43

971

1742-43-22-A

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 2^d. day of August A.D. 1742
Between John Stratton of Madras Merchant
Com[plt.] and Meera Mahomud Labbee Noque-
dah of ship Phutty Chund now residing in the
same place & M[undala] Chinna Verago of the
same place merchants Defend[ts.] & Between
Meera Mahomud Labbee of Madras [complt.]
and John Stratton of the same place Merchant
De[ft.]

THESE CAUSES coming on this day to be heard and Debated before this Court in presence of the parties and their attorneys on both sides on hearing the Bill of John Stratton the Joint Seperate answer of Mundala Chinna Verago & Meera Mahomud Labbee, The Bill of Meera Mahomud Labbee, The Plea and answer of John Stratton, Two Minutes and order of this Court dated the 5th. and 12th. July last past, The Depositions of Robert Turing taken [] Court and that of John Hutton before Henry Powney Esq^r. Mayor pursuant to the said [orator] Translate of an Account Current referr'd to in the Plea and answer of John Stratton The original of which is and acknowledged by the Complainant Meera Mahomud Labbee in Court to have been signed by him Read and the Defendant Mundala Chinna Veerago having appeared in Court and acknowledged himself to be the owner of the ship Shutty Chund mentioned in the Pleadings in this Cause 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 Deft. Meera Mahomud Labbee and Mundala Chinna Verago shall pay unto the Complt. John Stratton the full and just sum of one Hundred Eighty three Arcot Rupees, thirteen anas (being the money appearing to be due to the said Complainant) together with such Interest as now is or shall hereafter become due thereon (after the rate of Eight $\frac{1}{2}$ cent $\frac{1}{2}$ annum) until full payment is made and also the costs of the original suit and that the Bill preferr'd by Meera Mahomud Labbee Ag^t. John Stratton do stand Dismissed out of this Court with costs.

$\frac{1}{2}$ CUR.

NOAH CASAMAJOR.
Reg^r.

26^o. JULY 1743.

TO THE HONOURABLE THE MAYORS
COURT AT MADRAS PATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator Deverah Moodalare Merchant of Madras was in the year 1724 concerned with one Poncla Kistna (at that Time Merchant and Inhabitant of the place aforesaid) in Purchasing Correl & there being a parcel to be sold in the month of September in the year aforesaid your Orator agre[ed] to be concern'd 1000 Pagodas along with the said Poncla Kistnah in Purchasing said Correll which Proposal was accepted by the said Poncla Kistnah whereupon your Orator on the Ninth Day of the said Month in the year aforesaid advanced the said Poncla Kistnah 1000 Pagodas to purchase said Correll which was accordingly Employ'd in said Purchase but your Orat^r. shews the said Poncla Kistnah never could by any amicable Measures be brought to account with your Orator for the 1000 Pagodas Principal nor the Profits arising on said Corall, and your Orator shews the said Poncla Kistnah is since the Transactions above recited happen'd departed this Life Leaving behind him a son nam'd Poncla Gopaul who hath Possessd himself of his Fathers Estate and Effects sufficient to pay your Ora^r. with a Considerable overplus of whom your Orator hath often Demanded payment without your Orator therefore Prays such General Releif Touching the Premises as to this Hoñble Court shall appear agreeable to Equity and good Conscience To the End of the Bill.

WILLIAM DUMBLETON. Attorney for the
Complainant.

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 9^o. day of August A.D. 1743 Between Deverah Moodelare of Fort St. George Merchant Complainant and Poncla Gopaul (son & Heir of Poncala Kishna Deced) of the same place also Merchant Defendant.

ON Reading the Complainants Bill The Defendant appearing in Court Moves the Court by his attorney that the Complainants Bill is not founded in Equity, for that the matters therein alledged have been heretofore decided in this Court and the Honourable the Court of appeals as by the Decrees of the said Courts bearing date the 5^o. day of March 1732/3 & 12th. day of Nov^r 1733 and the proceedings thereon, willfully and at Large appear & Therefore pray'd the Court that the Records of this Court might be searched in relation to his said motion, which was accordingly done and finding therein that the matter [... ..] 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.

¶ CUR.

NOAH CASAMAJOR,
Reg^r.

18TH. JANRY 1742/3.

TO THE HONOURABLE THE MAYORS
COURT AT MADRAS PATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Oratrix Ballacha widow of Bodee Singah Late Merchant of Madras That soon after your Oratrix Husband [demise] one Vencatadry merchant of and now Living and Residing in Madras being a relation and pretending to be the Imediate Heir to your Oratrix's Late Husband Possesed himself of Late Husbands Estate and Effects to the amount of Five Hundred & Fifteen Pag^s. the Particulars being hereto annexed to this your Oratrixs Bill, which account your Oratrixs prays may be admitted as part of your Oratrixs Bill, & your Oratrixs shews that this Compl^t. has been before your Oratrix cast and has by the Consent of the said Vencatadry been submitted to arbitration a Penal being Drawn between your Oratrix, and the said Vencatadry & your Oratrix shews that the arbitrators did meet and did consider the Dispute between your Oratrix and the said Vencatadry and your Oratrix further shews that the arbitrators did sign as award, That the 2 House mentioned in the account annexed together with all the Estate and Effects of the said Bodee Singa your Oratrixs Late Husband should be Delivered up to your Oratrix and your Oratrixs adopted son and that the said Vencatadry should have nothing to do there with as will appear by the said original award Ready to be produced as this Hoⁿble Court should Direct Translate thereof being hereto annexed, and your Oratrixs shews that your Oratrix has frequently applyed herself to the said Vencatadry in the most friendly manner Requesting to him the said Vencatadry to deliver up to your Oratrix and son the Effects Wrongfully Detained by him the particulars being set forth in the account annexed But now so it is may it please this Honourable Court the said Vencatadry absolutely refuses to give your Oratrix any satisfaction in the Premises.

To the End therefore that the said Vencatadry may upon his Corporal oath True and perfect Answer make to all and Every the matters and things set forth in your Oratrixs Bill as truly as if the same were here again repeated and Interrogated and be Decreed to pay your Oratrix the sum of Five Hundred and Fifteen Pago^s. or Deliver up the said Effects and that your Oratrix may have such further and other Relief in the Premises as shall be agreeable to Equity and good Conscience.

JOHN RUSSELL. Attorney for the Complai^t.

SEPT 5TH. 1741TO THE WORSHIPFULL SIDNEY FOXALL ESQ^R. Mayor.

We Nairo Ball Chitty, Chinna Tomby Modelare, Ravooree Veerago Chitty and Pithure Vancata Puttee with Humble Respects That whereas Vancatree and Jangomiah Cooloo (having had a dispute concerning the Effects and Estate that belonged to their kinsman Dundoo Boora Naque Chose us as their arbitrators in the presence of your Worship and signed the penalty Bond in Pursuant to an order from your worship we have determined the affair in the following manner That the Two House the whole Effects and Estate that belonged to the said Booree Nague be delivered up to his wife Named Barlakee and her adopted son that neither his Cousin Vencatree nor his Father in law Jangomiah Cooloo shall have any claim to or be concerned in the said and that the said Vancatree be accountable to Barlakee for all Transactions and occurrences relating to the said estate during his charge.

THE NAME OF NAIRO BALCHITTY.

JOSEPH GITHIN. Exam^r.

Chinnatombu.
The marks of Veragua.
Pithure Vancata Puttee.

A List of Joys &ca. belonging to Dundoo Bodee which came into the Possession of Vencatree on the Death of the said Dundoo Bodee.

Joys Viz ^r .	Brought forward. P. 125 — —	Brought forward. P ^s . 177 — —
1 Gold chain.	Wearing apparel viz ^t .	Sundries viz ^t .
1 Do. Pattadah.	1 sheet of Perpetuanos.	7 Betel Plates.
1 Do. Wootandaloo.	12 White Coats.	8 Escrutores & chest.
1 Do. Tiattaloo.	12 Long Drawers.	4 Cotts.
1 Do. Dunda.	12 Sashes.	1 Couch.
1 p ^r . Earrings.	12 Shawls.	13 Chairs.
1 string Gunlaperoo.	12 Towels.	2 Tables.
1 p ^r . womens Earrings.	12 Turbents.	2 Silver Spoons.
2 p ^r . Boys D ^o .	12 Jackets.	41 Brass & Copper
1 p ^r . Addigaloo.	12 Cot sheets.	Potts—several sorts.
1 p ^r . Ancaloo.	12 Caps.	4 Birds.
1 Nose ring.	1 Pallampore.	5 Mats.
6 women's Silver Joys.	3 Beds.	2 Carpets.
5 Gold Rings.	5 Pillows.	
Several Coral strings.	2 p ^r . Wooden Slippers.	
Value P. 125 — —	20 p ^r . or several.	16 Pelongs &ca.
	Sorts of Cloth.	Value 38 — —
	Value 52—	2 House with
Carried forward.	Carried forward. .. 177 — —	the Bills of
		sale there-
		of value. 300 — —
		338 — —
		PAGODAS 515 — —

8TH. MARCH 1742/3.

The answer of Vencatadry Merchant of Madras Defendant to the bill of Complaint of Ballachaw Widow.

This Defendant saving and reserving to himself all manner of Benefit and acknowledge of Exception to the manifold Errors incertainties and insufficiencies of the Complainants said bill for ans^r. thereunto or to so much thereofe as this Defendant is advis'd, materialy Concerns him to make answer unto he this Defendant answereth & saith.

That the Complainant has no power to sue for nor any title to the Effects she now Demands, but to give this Honourable Court a proper light into this affair, this Defendant begs leave to observe that the Complainants late husband, was a near relation to this Defendant insomuch that it was contested by the heads of this Defendants cast, whether the Deceaseds Effects should not devolve to this Defendant, but there being an adopted son of the Deceaseds then alive. it was adjudged in the boys favour, and this Defendant was awarded to Deliver up the Deceaseds Effects to the surviving widow and adopted son, Just as this award was finished by the Cast, the adopted son departed this Life by whose death the said Estate devolves to this Defendant without the least doubt as being the only nearest relation to the Deceased of the male sex.

Now upon the adopted sons decease the Cast assembled together a second Time, to make anew award and annul the former, but the Complainant will not have it so. she wants to abide only by the first award while her son was alive which this Defend^t. Rejects and produces a second award, which fully sets forth the reasons for having Given the first, and is attested by no less then Twenty and one of the heads of the Complainants Cast but the Complainant was very willing to submit to her Cast while it was her Interest so to do, but now the Cast awards against her, she runs to this honourable Court under a false claim as will appear by the Translate hereunto annext, to which this Defendant most humbly refers, and under sanction of which this Defendant doth admitt to be possessed of all such Effects as did belong to Bodee Singanah the widows late husband deceased and after him did belong to the Complainants adopted son and this Defendant is ready to Give a maintenance to the Complainant if she will accept of such, as by the said award is directed.

And this Defendant is ready to aver maintain and prove the same as this Honourable Court shall direct and humbly Prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully sustained.

HENRY DEVEIL. *Attorney for the Defendant.*

TRANSLATE of an award made by Nairo Ball Chitty and Chintomby Modelare and others the Heads of their Cast called Nadu Dacium Dated in Madraspatnam the 15th. day of April 1743.

WHEREAS Dundoo Boree's Cousins Vencatadry and his Family complained to us the said Nairo Ball Chitty and Chintomby Modelare and other the Heads of the Cast called Nadu Dacium (after the Death of Singana the adopted son of the said Boree) alledging That after Boree dyed, his Wife Barlocar and his said Cousins Vencatadry and his Family Chose four arbitrators (Viz^t. the said Nairo Ball Chitty and Chintomby Modelare also Eagooree Veeragua Chitty and Pethure Vancataputty) and signed a penal bond before the Worshipfull the then Mayor to oblige them to stand by and submit to their award and Determination. Now we the above named as also the under written the Heads of the Cast call'd Nadu Dacium having carefully examined into the matters in dispute and heard what was said on either side, Do find That the said Barlocar Borees widow has no Children and that Borees Cousins have not as yet divided his Estate, Therefore do award That Borees Cousins do maintain Barlocar in victuals and cloaths during her Lifetime. We also find

that Borees adopted son Singanah was one of his Cousins sons and that an award was made in his, Singana's Life time, whereby Borees Estate was given Between him and his said adopted mother Barlocar as also that by Singanah's Death the said Vencatadry and his Family are become the next Heirs to the said Borees Estate Do therefore further award that If the said Barlocar shall rather chuse to go and Live with her own mother than continue with the said Vencatadry and his Family That then the said Vencatadry shall give her what is Customary by her Cast to be given to women that have no children.

1. Nairo Ball Chitty.
2. Chintomby Modelare.
3. Mile Sumadrue Modelare.
4. Ravoore Timma Chitty.
5. Pitture Vencataputtys mark.
6. Dunne Chitty Gopalloo.
7. Mile Barto.
8. Meereallah Dacias mark.
9. Sattacumatee Adiapah.
10. Dantla Ranagapah.
11. Dunna Chitty.
12. Paupa Chitty.
13. Iyapaulee Okkiahs Mark.
14. Dunna Chitty Rangashis Mark
15. Ravoore Permaul.
16. Voota Cortu Vencatashen.
17. Vuddashe Vencataputte.
18. Budriah Vencatashens Mark.
19. Sauca Recalla Krishanama.
20. Chintaloo Poinde Dorsery mark.
21. Anne Chitty Nullavandoo's mark.

TRANSLATED from a Cadjan said to be the original.

JOSEPH GITHIN. *Exam^r.*

31ST. MAY 1743.

TO THE HONOURABLE THE MAYORS
COURT AT MADRAS PATNAM.

THE HUMBLE PETITION OF BALACHEE SHEWETH.

THAT your Oratrix or Petitioner did sometime ago Enter an action against one Vencatadry in this Honourable Court which action was founded upon an award of the Cast Translate of which award was annex'd to your now Petitioners Bill of Complaint and your Oratrix further shews that the said Vencatadry did appear and answer the Complainant of your Oratrix to which answer the said Vencatadry did likewise annex an award and your Oratrix further shews that your Oratrix had prepar'd a Replication to the said answer but to her surprize found that she was out of time, Publication having passed without your Oratrix's knowledge which your Oratrix supposes to have been occasion'd by your Oratrix's attorney M^r. Russells being indispos'd and not able to attend this Honourable Court and set the matter in a clear light for your Oratrix Presumes had that been done this Honourable Court would not have proceeded to Judgem^t. upon bill and answer for your Oratrix averrs she can prove the award annex'd to Vencatadry's answer was made since the Commencement of your Oratrix's suit secondly twas made without either the consent or knowledge of your Oratrix by which means it is void since no award is valid unless both Parties agree in the choice of their arbitrators and Come under a Penalty to stand to their award neither of which have been observ'd in the Present Case Thirdly your Oratrix will prove the said Vencatadry is neither Heir or next a kin to the Person whose Estate is by this Hofible Court Decreed to him and Fourthly your Oratrix will prove that if the said Vencatadry was both Heir and next of kin to the person whose Estate He is Decreed to possess yet the said Vencatadry cannot enjoy the said Estate without a Manifest breach of the Laws and Customs of his Cast.

For all which reasons your Oratrix's humbly Prays your Oratrix may have leave to Carry the said Cause to a further Issue and produce her proofs and your Oratrix further Prays the said Cause may be reheard for all which favours your Oratrix will as in duty bound Ever Pray &c.

WILLIAM DUMBLETON. *Attorney for the
Petitioner.*

7th. JUNE 1743.

The Replication of Ballacha of Madras Widow
Complainant to the answer of Vencatadry of
the saime place Merchant Defendant.

This Repliant saving and reserving to herself now and at all times hereafter all manner of Benefit & advantage of exception to the many errors untruths uncertainties and imperfections in the said answer contained for Replication thereto saith That all and singular the matters and things in this Replyants Bill contained are True as therein alledged & that the Defendants answer is very untrue & insufficient to be replied unto For, this Repliant saith that when Boree this Repl^{ts}. husband dyed the Defendant under pretence that he was heir to the Estate took possession of every thing and turned this Replyant out of doors, upon which this Replyant complained to the Worshipfull Sidney Foxall Esq^r. then Mayor, who advised both Parties to refer their Dispute to the Decision of 4 arbitrators : this was agreed to & a Penal Bond signed by them before the said Mr. Foxall. The arbitrators met and examined the matter and awarded that the Deceased's estate should be divided equally Between this Repliant and one Singonah, who had been adopted by the said Boree, and that the Defendant should receive nothing thereof, but deliver up what effects he had of the Deceased in his hands to those who were declared his lawful heirs this the Defendant promised to do, but put the matter off from time to Time; Till the said Singonah dyed, and this Repliant finding that the Defendant only deceived her, made her adress again to Mr. Foxall, who then advised her to file a bill in this Honourable Court against the Deft. this Repliant did so, and then the Defendant applied to the Cast and thro some Particular Interest got the aforesaid award of the arbitrators set aside the Estate of the Deceaseds settled upon him and allowance only of victuals and Cloths left to this Repliant. This is the award which the Defendant has produced and builds wholly upon for which reason this Replyants begs leave to make some remarks upon it and in the first place this Replyant saith, that the said award was procured, after this Repl^{ts}. had commenced her suit in this Honourable Court secondly this Replyant was not examined by the cast when they made the said award In the next place this Replyant can prove That the Defendants Father had been adopted into another Family and Consequently Lost to himself and heirs all claim and Title to the Estate of the Family he Left. Moreover this Replyant saith, that the said adoption was of no signification, yet the Defendant is not the next male Relation of the Deceased & that the Cast when they call him so in their award, which, seems to have been made on that Consideration were under a mistake These arguments against the validity of this award this Defendant submits to the Judgment of this Honourable Court and humbly hopes that the former award made with the formality of a Penal Bond, shall be confirmed by this Honourable Court, she Humble Conceives that the Equity of the said award which gives half of the Estate to the widow of the Deceased ought to have some weight when it is opposed to another award which deprives a widow of her Husbands effects entirely & leaves her nothing but the common necessaries of life and this Repliant saith as in and by her said Bill she hath already said and does and will aver & maintain all and every thing and things therein contained to be True and Certain as the same are therein alledged and expressed.

WILLIAM DUMBLETON. *Attorney for
John Russell who is atty. for the Repl^t.*

21st. JUNE 1743.

The Rejoinder of Vencatadry of Madras Merchant to the [Replicon] of Ballacha of the same place Widow Complainant.

This Defendant saving and Reserving to himself now and at all Times hereafter all manner of Benefit and advantage of Exception to the many errors, untruths uncertainties and imperfections in the said Replication contained saith that this Defendant's answer is sufficient in the Law to be replied unto and this Defendant further saith That the Compl't. is only running herself to an unnecessary expence by endeavouring to annual [*sic*] the award of her cast, to whom she is obliged to submit not only by her own Laws and Customs, but by the present steps she has taken in this Cause; for the Complainants present Demand is founded upon the award of her cast, if then upon good Cause shewn the Cast have a power to give it her, they have Likewise upon better Cause shewn a power to take it away while the Complain^{ts}. Title remained good the Cast supported it and when otherwise the Cast gave their reasons for alteration thereof.

The Book of Instructions particularly directs that they who would have Equity, must do Equity wherefore tis surely just to submit to her Cast as well in this Defend^{ts}. Favour as her own. For why should the Complainant prefer her award and reject this Defendants when they both proceed from the same Principle, thô at different Times and for different reasons.

While the Complainant's adopted son was alive this Defendant doth acknowledge the present Effects in dispute were his Inheritance, but that little ceased at his Death and devolved to this Defendant and the Complainant may urge if she pleases, that she has the best Title, but who can so clearly set this matter in a fair Eight as the Complainants own Cast, who best know where this Title ought to devolve by having had the matters in Dispute twice under their inspection and tis humbly conceived the customs of this Defendants Cast are peculiar to itself in disposal of deceaseds Estates in which this Honourable Court has seldom thought proper to interfere, but remain neuter unless some Report, award or Information of the Cast was preferred to former Judgment on since it is impossible the honourable court can truly learn who has the best Title of Inheritance in Deceased Natives Estates unless the customs of the Deceaseds Cast are referred to as particularly enjoined by a General Letter bearing date the 17 day of February 1726 which this Defend^t. hath hereunto annexed for the inspection of this Honourable Court, and prays the same may be made apart of this Defendant's Rejoinder.

The Complainant seems to urge it a grievance, that she should only be allotted the common necessities to Life In answer to which this Defendant can only say that the Customs of this Defendants cast enjoin a Deceased's widow to [cut] off her hair, and serve in the Family subject to the most servile offices in the Deceased's house, never enjoying more than the common benefits of Life and that with a great deal of restriction unless they have male Issue, and then they are allowed to take upon them a larger share of Government in the Family.

The Complainant in her Replication saith, that this Defendants award was procured since the commencement of this suit to give the Complainant her away, let it even be supposed it was, shall not this Defendant use any lawful means to protect his Right, shall not the same Power that gave the Compl't. her right have the same authority to redress this Defendants wrongs what doth it signify when the award was made, if it is found to be just, and made for the information of this Honourable Court in matters wherein the customs of the Cast are so peculiarly concerned for was the same referred by this Honourable Court to the Cast, they would give the same award again nor can this Defendant Conceive that so many members of this Defendants Cast Could be under a mistake in so doing, tho' the Complainant in her Replication has taken the Liberty of saying so, which how probable this Defendant will not take upon him to judge as to the Formality of a Penal Bond, by virtue of which the Complainant prefers her award to this Defendants tis humbly conceived when the Complainant sought measures to obtain her award it was by voluntary arbitration of 4 indifferent Persons, to whose Decision neither Party was under any restraint, therefore to make both Parties abide by such

award of 4 Persons who were invested with no Power, it was highly necessary a Penalty Bond should be drawn to bind the Parties But where a General number of the Cast take upon them to judge of what belongs to their Customs the Parties are obliged to submit without further penalty and their authority hath always been supported by this Honourable Court, where so large a majority as eighteen or twenty Persons have appeared to vindicate what they awarded so that upon the whole this Defendant humbly submits it to the Judgment of this Honourable Court whether the Complainants litigious Quibbles and objections shall be preferred to the Judgment of twenty and upwards of the heads of her Cast.

And this Defendant further saith as in & by his said answer he hath already said and doth and will aver and maintain all and every thing & things therein contained to be True and Certain as the same are therein alledged & expressed.

HENRY DEVEIL *Attorney for the Deft.*

Extract of a General Letter from England to Fort S^t. George dated the 17th. February 1726.

Para 22.....We think it necessary here to acquaint you that this New Charter & what is before wrote concerning it is principally designed for the Government of Europeans and what relates to them directly or wherein the natives may be Concerned with them. We add and do you acquaint the Mayors Court, for your and their constant observance that the Gentues and other Natives having Particular Customs of their own in the disposal of their deceaseds Estate you must by no Reasons intermeddle therein but leave the management entirely to themselves for Fear of the unforeseen mischiefs that may arise if their old Customs are broke into and further That they be allowed to live in the full enjoyment of the priviledges of their respective Casts, provided they do nothing to the prejudice of the English Government.

Examin'd P .

JN^o. SAVAGE.

Secry.

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 16 day of August AD 1743 Between Ballacha (widow of Boodee Singah Late Merchant of Madras Deceased) Inhabitant of Madras aforesaid Compl^t. & Vencatadry of also the same place Merch^t. Defendant.

This Cause coming on this day to be heard and debated before this Court in presence of the Parties and their Attorneys, on hearing the Complainants Bill Translate of an award of the Cast also an account thereunto next, The Defendants answer, and Translate of an award of the Cast thereunto annex The Complainants Petition, an order made in pursuance thereof, The Replication and Reioynder, an order made in this Cause to summon the heads of the Cast who made and signed the before mentioned awards to appear in this Court Read and the Beforementioned Heads of the Parties Cast having appeared in this Court in pursuance of the said order, and Declared that the second award, according to their Custom, ought to take place for the reasons therein set forth, which awards they also declared to have made and signed, on due consideration had this Court doth therefore think fit to order and Decree and doth accordingly order and Decree That the Compl^ts. Bill do stand Dismissed out of this Court with costs.

P CUR.

NOAH CASAMAJOR.

Reg^r.

28 JUNE 1743.

TO THE HONOURABLE THE MAYORS COURT AT MADRAS-PATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator Annacara Dechetiah Braminy and merchant of Madras That one Ramiah also Merchant of Madras but now Deceased, having in his Life time occasion for a sum of money did apply himself to your Orator for the Loan thereof whereupon your Orator did advance and Lend unto the said Ramiah the sum of Fifteen Pagodas Current of Madras and your Orator shews since which, the said Deceaseds Two Brothers Govinda and Kistnah did take upon them the payment of their said Deceaseds Brothers Debt and they the said Govinda and Kistnah having occasion for a further sum of money did apply themselves to your Orator for the Loan thereof whereupon your Orator did advance and Lend unto the said Govinda and Kistnah, the following Two sums viz. the full and just sum of Pagodas Three Hundred and Ten Principal money, also the further sum of Eight Pagodas, which three sums in all amounts to Pagodas Three Hundred and Thirty three, which in sterling money of Great Britain allowing Eight shillings ₹ Pagoda amounts to the sum of one Hundred and Thirty three Pounds four shillings or thereabouts and for all which sums of money your Orator hath three several Cadjans Bonds or obligations bearing date in Fort St. George as follows viz^t. The first signed Ramiah dated the Twentieth of June which was in the year of our Lord one Thousand seven Hundred and Thirty Two the second a Mortgage bond and Bill of sale of the said Govinda and Kistnahs Dwelling House, scituate Lying and being in the Braminee street Between the Houses of Timarasaen and Kistnaga Pontaloo in Length forty seven feet and in Breath Thirty five to have and to hold the said Mortgaged Premises, Nevertheless subject to a Certain Proviso and bearing date in Fort St. George aforesaid the seventh day of July which was in the year of our Lord one Thousand seven Hundred and Forty two The third bond bearing date the Ninth day of September which was aslo in the year of our Lord one Thousand seven Hundred and Forty Two Translates of which are hereunto annexed and to which your Orator most humbly refers and your Orators shews he hath frequently in the most amicable manner requested payment of the aforesaid three bonds or obligations.

But now so it is may it please this Honourable Court the said Govinda and Kistnah, absolutely Refuses to give your Orator the Least satisfaction in the Premises. To the End therefore that the said Govinda and Kistnah may upon their Corporal oaths, 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 were here again Repeated and Interrogated and be Decreed to pay unto your Orator the full amount of the aforesaid three Bonds or obligations together with such Interest as now is or may hereafter become due and payable thereon and that your Orator may have such further and other releif in the Premises as shall and may be agreeable to Equity and good conscience.

HENRY DEVEIL. *Attorney for the
Complt.*

FORT ST. GEORGE JUNE 20TH. 1742.

I Ramiah Do hereby acknowledge to have Borrow'd and Received of Dachadhiah the full and Just sum of fifteen Pagodas Current of Madras which I promise to pay on Demand with Intrest of Eighteen ₹ Cent.

SIGN'D RAMIAH

FORT ST. GEORGE SEPTEMBER 9TH. 1742/3.

I Govinda Do hereby acknowledge to have Borrow'd and received of Dachadhiah the sum of Eight Pagodas Current of Madras which I promise to pay on Demand with Intrest of Eight ₹ Cent.

SIGN'D GOVINDA.

MAYORS COURT AT
MADRAS PATNAM.

TUESDAY the 23^d. Day of August A.D. 1742
Between Annicara Dechadyah of Madras Mer-
chant Complainant and Govinda & Kisniah of
the same place also Merchants Defendants.

ON hearing the Plts. petition, and Translates of Two bonds, the one for Pagodas 15 the other for Pagodas 8 thereunto annex't also a mortgage bond under the Defendants hands for Pagodas 310 Read and it appearing to this Court that the Defendants have been served with the Regular Process to answer the Complainants Bill, but wilfully and obstinately refusing so to do, This Court doth therefore think fit to order and Decree and doth accordingly order and Decree, That the Defendants shall pay unto the Complainant the full and just sum of Three Hundred thirty three Pagodas current of Madras so much appearing to be due on the before-mentioned bond together with such Interest from the dates thereof, after the rate of eight $\frac{1}{2}$ cent $\frac{1}{2}$ 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 Twenty one 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.

$\frac{1}{2}$ CUR

NOAH CASAMAJOR.
Reg^r.

7TH. JUNE 1743.

TO THE HONOURABLE THE MAYORS COURT AT
MADRAS PATNAM.

Humbly complaining sheweth unto this Honourable Court your Orator Mootu Vancatie Chitty Merchant of and now liveing and residing in Madras having had sundry dealings with one Tanja Chitty son of Armogum Tanja Chitty formerly also Merchant of the place aforesaid but now deceas'd he the said Tanja Chitty had during his Lifetime occasion for a sum of money for the Loan whereof he apply'd to your Orator at w^h. Time your Orator at the Especial Instance and request of the said Tanja Chitty advanc'd and lent the s^d. Tanja Chitty the full and just sum of Pagodas one Hundred Current of Madras which in sterling money of Great Brittain accompting each Pagoda Eight shillings amounts To Forty Pounds or thereabouts for securing the repayment of which sum with Interest accruing thereon after the rate of nine $\frac{1}{2}$ cent $\frac{1}{2}$ annum on Demand he the said Tanja Chitty did make sign and give unto your Orator one Cajan bond, note, or writeing obligatory bearing date in Fort St. George June the Twenty First in the year one thousand seven Hundred and Twenty five a Translate of which for the Inspection of this Honourable Court is herunto annexed the original being in your Orators Custody and ready to be produc'd as this Honourable Court shall please to Direct to which Translate above mention'd your Orator most humbly refers and prays, the same may be admitted as part of this your Orators Bill and your Orator further shews that since the Transactions above recited happen'd the said Tanja Chitty herein before nam'd Departed this Life Leaving behind him a Wife nam'd Elima who has Posses'd herself of her Deceas'd husbands Estate and Effects sufficient to pay your Orators Demand with a Considerable overplus of whom your Orator hath often and that in the most amicable manner Demand Paym^t. of the above Debt but hitherto.

May it please this Honourable Court your Orator hath not been able to obtain the least satisfaction your Orator therefore Prays for such Gen^l. relief Touching the Premises as to this Honourable Court shall appear agreeable to Equity and good Conscience Is the end of the bill.

... WILLIAM DUMBLETON. *Attorney for the
Compl^t.*

MADRASPATNAM JUNE 21ST. 1725.

I TANJA CHITTY son of Armogum Tanja Chitty do hereby acknowledge to have Borrowed and Received of Moota Vancaty Chitty the full and just sum of one hundred pagodas Current of Madras which sum I promise to pay on Demand with Interest at Nine $\frac{1}{2}$ cent.

TANJAN.

WITNESS.

Tripolee Vencatasha

Perrasurama Cundapah

Drawn by Carruvan.

Translated from a Cadjan said to be the original.

JOSEPH GITHIN. *Exam^r*.21ST. JUNE 1743.TO THE HONOURABLE THE MAYORS COURT AT
MADRASPATNAM.

HUMBLY complaining sheweth unto this Honourable Court your Orator Permaui Moodelare Merchant of Madras That Tanja Chitty Merchant of the same place and now Deceased did on or about the fifteenth of December one thousand seven Hundred and Twenty Eight settle an account of Concerns in Trade Between your Orator and said Tanja Chitty when there arose a Ballance in your Orators favour of Pagodas Three Thousand six Hundred seventy four Twenty seven fanams, sixty Cash Current money of Madras which in sterling money of Great Britain accounting each Pagoda Eight shillings amounts to one thousand four hundred sixty nine pounds Eighteen shillings and Two pence or thereabouts with Interest accruing thereon from the aforesaid time of settling the accounts a few days after which the said Tanja Chitty Died, whereupon your Orator demanded the said Ballance of Armogata Chitty Brother to the Deceased who answer'd that he had no Estate to pay it with, and made this his pretence for some Time, and there he the said Armogata Chitty also Died; his son and heir was named Tanjan, of whom when he Came to age your Orator Demanded the Ballance aforesaid; but he the said Tanjan adressing himself to the Honourable Richard Benyon Esq^r. with pretence that his accounts were not settled His Honour was pleased to order both parties to refer their Dispute to Arbitration, Arbitrators were accordingly appointed who for the space of six months were Examining into these accounts and when they were ready to give an award, the said Tanjan would not appear before them and whilst he was using this method for delay he Likewise Died, there were then none but Women left, and one Tanjan who is now appointed to administer the Effects of the said Tanjan and Tanja Chitty deceased your Orator sheweth that your Orator hath often and that in the most amicable manner Demanded Payment of the above recited sum of him the said Tanjan administrator the Effects of the said Tanja Chitty Deceased.

But now so it is may please this Honourable Court the said Tanjan refuses to give your Orator any manner of satisfaction your Orator therefore prays a General Relief Touching the Premises such as to this Honourable Court shall appear agreeable to Equity and good Conscience. To the end of the Bill.

ROB^t. SLOPER
Atty for the Compl^t.

26 JULY 1743.

TO THE HONOURABLE THE MAYORS COURT AT MADRAS PATNAM.

HUMBLY COMPLAINING sheweth to this Honourable Court your several Orators viz.

Teagapah Chitty for Pagodas	...	...	...	...	...	25	—	—
Raggah Chitty Tagapah	...	...	...	...	...	162	27	—
Nellacunta	...	...	...	...	...	24	—	—
Veerago Chitty attor. for Gongoram	...	...	...	...	...	110	24	—
Durmashava Chitty Executor for Mootacomrapilla Deceased.						192	9	9

All Merchants Living and residing in Madras That one Armogum Tanja Chitty formerly Merchants of Madras but Deceased having had sundry Dealings with Your Orators on various accounts both in your Orators behalf and those for whom Your Orators act insomuch that by the sundry accounts abovementioned the said Deceased Estate stands indebted to your several Orators aforesaid five hundred fourteen Pagodas Twenty and four fanams and your Orator shews the Deceaseds widow Ellima is in Possession of the Deceaseds house and Effects not sufficient by a Great Deal to satisfie the Deceaseds Debts But so it is some of the Deceaseds Creditors not satisfied with a Due Proportion of the said Estate hath applied to this Honourable Court and some hath Lately obtaind a Decree in hopes thereby to pay themselves and Leave your Orators the other Creditors without any reliefe.

Your Orators therefore most humbly Prays the said Decree so passed against Ellima for Pagodas 100 may not be Confirm'd till the said Elima or the acting persons for her be summoned to admitt or Deny the Justness of your Orators Demands herein mentioned and if found Equally Just with the said Decree so Past that the same shall in Equity be intituled only to an Equal Proportion with your Orators.

To which End therefore that the said Ellima, and Tanja Chitty the acting Persons for her, may upon their Corporal oaths 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 pay your several Orators so far as the said Deceaseds Estate will admitt of and that your Orators may have such General relief in the Premises as to this Honourable Court shall seem meet.

HENRY DEVEIL. *Attorney for the Compl.*

TO THE HONOURABLE THE MAYORS COURT
AT MADRAS PATNAM.

26^o JULY 1743.

THE HUMBLE PETITION OF PERMAUL
MODELARE.

SHEWETH.

That your Petitioner having Filed a Bill of complaint in this Honourable Court against one Tanjan the Person in possession by appointment of the cast of the Effects of Tanja Chitty deceased, and who was by the said Cast orderd to distribute them as far as they would go, when sale thereof was made in equal dividends to all those who had Legal demands thereon.

Your Petitioner shews there is also a Bill preferr'd in this Honourable Court by one Moota Vencaty Chitty against Elima Widow of the deceased Tanja Chitty Tho your Petitioner begs leave to observe to this Honourable Court that the said Elima was never in possession of the Effects of said Tanja Chitty deceased, but the same was deliver'd to the direction and management of the aforesaid Tanjan by order and custom of the Cast To the said Bill of Complaint this Honourable Court was pleased to give Judgment for the Complainant on default of answer your Petitioner therefore prays that if this Honourable Court shall think his claim equally just and Warrantable they will not decree the said Moota Vencaty Chitty

to be paid his full demand out of the Effects of the Deceased Tanja Chitty, which are now in possession of the said Tanjan, but that an equal distribution be made thereof Proportionable to the just Demand of each Person and your Petitioner in Duty Bound shall ever pray.

ROB^t. SLOPER. *Attorney for the
Petitioner.*

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 23^d. day of August A. D. 1743
Between Moota Vencaty Chitty, Permaul
Moodelare & Taggapah Chitty & others
(Creditors of the Estate of Armogum Tanja
Chitty and Tanja Chitty his son both Dead) of
Madras Merchants Complainants & Elima
widow and Tanja Chitty Executor of the s^d.
Estate of the same place also Defendant.

ON HEARING the Bill of Moota Vencaty Chitty and Translate of a bond dated the 21st. day of June 1725 for Pagodas 100 The Bill of Permaul Moodelare and a petition of the said Permaul Moodelare The Bill of Taggapah Chitty &ca. Creditors of the Estate of Armogum Tanja Chitty, an order made in these Causes on the 26 day of July last past another order of the 9 day of this Instant Read, and the Defendant Tanja Chitty being in Court & acknowledging the Justice of the several Demands contained in the beforementioned Petitions and it appearing to this Court That the several Claimants have been summoned to appear and make oath to the Truth of their demands, which all have done except Taggapah Chitty, Ragga Chitty Taggapah, Veerago Chitty and Arnachilum son of Mootacomrapilla who have wilfully and obstinately Refused 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 [sic] all the Effects in any wise appertaining unto the Estate of the Deceased Armogum Tanja Chitty and Tanja Chitty his son Deceased, now in the Possession of the present Defendants or of any other Person for them, be sold at Publick outcry; and that the Defendants do bring in an account of the same under oath and the moneys arising from such sale be divided between the Complainants Moota Vancaty Chitty Permaul Moodelare and Nellacunta, in proportion to their several Demands, and the Costs of these suit be paid out of the produce of the said Estate, and further that the Petition of Taggapah Chitty and others, be dismissed as to Taggapah Chitty, Ragga Chitty, Taggapah Veerago Chitty and Arnachilum son of Moota Comrapilla with costs.

¶ CUR.

NOAH CASAMAJOR.

Reg^r.

TO THE HONOURABLE THE MAYORS COURT
AT MADRAS PATNAM.

THE HUMBLE PETITION OF YEAGUMBRUM.

SHEWETH.

That on or about the 10th. day of April 1740 your Petitioner did lend To one Corenjure Mooteapah the sum of Twenty five Pagodas, and for securing the repayment with Interest at the rate of Nine ¶ cent the said Corenjure Mooteapah did Mortgage his House to your Petitioner, as will appear ¶ obligation and Bill of sale now in the hands of your Petitioner and ready to be produced to this Hoñble Court.

Your Petitioner shews that the said House thus mortgaged to your Petitioner is since sold by Warrant of Execution from this Hoñble Court your petitioner

therefore prays that this Honourable Court will take his case into consideration and order the said Mortgage with Interest due thereon to be discharged out of the produce of said House and your Petitioner as in duty bound shall ever Pray.

ROB^r. SLOPER. *Attorney for the
Petitioner.*

MAYORS COURT AT
MADRAS PATNAM

Tuesday the 30 day of August A.D. 1743
Exparte Tiagumbrum Mortgage of a house sold
by Execution ag^t. the Effects of Mooteapah at
the suit of Verapah.

ON Reading the Petition of the Mortgage & the Mortgager Mooteapah, appearing in Court and declaring that the premises sold by warrant of Execution issuing out of this Court at the suit of Verapah were duely mortgaged to the Petitioner, who is in possession of the Bills of sale thereof which he produced in Court This Court doth therefore Think fit to order and Decree that the moneys Levyd by sale of the beforementioned house and return'd into this Court being Pagodas 28. 18 f^s. to be paid unto the Petitioner and Towards the Discharge of his said mortgage and that the Petitioner do pay the costs of this suit.

179 CUR.

NOAH CASAMAJOR.

Reg^r.

13 SEPTER 1743.

TO THE HONOURABLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY complaining sheweth unto this Honourable Court your Orator Daniel Berriman Merchant now residing in this place having sold sundry merchandize at Gomroon in the year 1741 the amount of which became due and payable in the year 1742 which said merchandize was on account your Orator and one Thomas Smith Merch^t. of Calcutta in Bengal, but neither your Orator or the said Thomas Smith going to Gomroon that season Impower'd Mr. Christopher Craddock Merchant of this place to receive the same of Nathaniel Wittwell Esq^r. then resident there, which he the said Christopher Craddock accordingly did and Invoiced the same as one Chest containing 6 Bags 1500 Rupees in each the whole amounting to 9000 — — and Laded the same on board ship Augusta for this Port declaring the same to be on account and risque of your Orator and the aforesaid Thomas Smith and for which freight was paid but on the delivery of said Chest at Fort St. George to your Orator, the which was open'd in the presence of your Orator & Two of your Orators servants there then appear'd a difficiency of one bag said to Contain 1500 Rupees, upon which your Orator immediately advised the said Mr. Christopher Craddock thereof, but your Orator received for ans^w^r. there was some mistake, Your Orator then sent for John Clark a servant to the said Mr. Christopher Craddock who your Orator was inform'd packt up the same and questioned him how many Bags there were contain'd in that Chest said to be packt up by him, to which he replied in the presence of your Orator and his two servants that he was the person who packt up the money and put the same into the Chest and that he well remembered there was put in but five bags each of them containing 1500 Rupees. Your Orator has applied to the said Christopher Craddock in the most amicable manner to adjust this affair, But now so it is may it please this Honourable Court the said Christopher Craddock absolutely refuses to give your Orator any satisfaction in the premises.

To the end therefore that the said Christopher Craddock 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 be responsible to your Orator for the said bag now missing 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 Complain^t.*

SURAT CORAMME
13 DIE SEPT. 1743.

HENRY POWNEY MAY^r.

The Answer of Christopher Craddock of Madras Merchant Defendant To the Bill of Complaint of Danil Berriman of the same place Complainant.

This Defendant now and at all Times saving and reserving to himself all and all manner of Benefit and advantage of Exception to the Errors of the said Bill for answer thereunto saith.

That this Defendant was Impower'd by M^{rs}. Berriman To receive from Nath^l. Witwell Esq^r. the ballance of their account with the said Witwell he likewise saith he believes he did receive from the said Witwell on his account 9588 Rup^s. 9000 whereof were as this Defendant beleives Pack'd in a Chest mark'd & N as ¹/₂ margent Invoice of which deliver'd to this Defendant by his serv^t. John Clarke who assisted in Packing them is ready to produce as this Honourable Court shall Direct. This Defendant further saith He Declar'd He shipp'd the said Treasure on acco^t. and risque of M^r. Berriman and always beleiv'd the said Chest contain'd 6 Bags of Rup^s. each Bag 1500 nor did he know the Contrary till after the said Chest was deliver'd the Compl^t. who made this Defendant acquainted with the Difficiency nor has this Defend^t. receiv'd any valuable Consideration for his care of settling accounts Between the said Wittwell Esq^r. and M^r. Berriman.

All which matters and things this Defendant is ready to averr maintain and Prove and humbly Prays to be hence Dismiss'd with his Reasonable Costs in this behalf most wrongfully sustain'd.

WILLIAM DUMBLETON. *Attorney for the Defendant.*

GOMBROON 17TH JULY 1743.

INVOICE of Treasure Chests laden on board of the Augusta.

			rs.		
D.B.	1	containing 6 bags,	1500 ea.	.. ..	9000
N. 1					
X	1	Do.	2 Ditto. 1500 ea.	.. ..	3000
			Nada.		
N. 2		4 Ditto.	2500 ea.	.. ..	6000
					9000
			6		
			rs.		
X	1	Do.	4 Do. 1500 ea.	.. ..	6000
			Nada.		
		2	Do. 2500 ea.	.. ..	3000
					9000
3 Chests cont ^s .					
				RUPES ..	27000

MAYORS COURT AT
MADRAS PATNAM,

Tuesday the 13 day of September A. D. 1743
Between Daniel Berriman of Madras Merchant
Complainant and Christopher Cradack of the
same place Merchant Deft.

This cause coming on this day to be hear'd and Debated before this Court in presence of the parties and their attorneys, on hearing the Bill & answer and an account produced by the Defendant Read also the Depositions of John Clarke the Defendants servant taken this day in Court, also That of Francisco Daraiyo & Maniko servants to the Complain^{ts}. taken also this day in Court 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 Five Hundred Rupees, being one third part of the money said to be contained in the bag that is wanting mentioned in the pleadings in this Cause and that each party do pay his own Costs.

¶ CUR.

NOAH CASAMAJOR

Reg^r.

23^d. AUGUST 1743.

TO THE HONOURABLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orators Woodundee Moodelare, Mylapore Comrapah Nellanah Moodelare and Iyah Tombee Moodelare Merch^t. of and now living and residing in Madras are appointed by the Heads of your Orators their Cast Trustees to the Estate of one Ninapah formerly Conacopla of Madras but now Deceas'd which said Ninapah was son and Heir of one Iyar Moodelare formerly also canocopla of the place aforesaid but Likewise Deceas'd which said Iyar Moodelare had during his Lifetime sundry dealings with one Mullinga Vengonah Merchant formerly of Madras but Likewise Deceas'd which said Mullinga Vengonah did in the year 1705 apply to the Iyar Moodelare aforesaid requesting the Loan of some money whereupon the said Iyar Moodelare did advance & lend the said Mullinga Vengonah the full and just sum of one Hundred Pagodas Current of Madras which in sterling Money of Great Brittain ~~amounting~~ each Pagoda Eight shillings amounts to Forty Pounds or thereabouts which sum to secure the Repayment off with Interest thereon at 9 % cent % annum the said Mullinga Vengonah did make sign and give unto the said Iyar Moodelare one Cajan Bond bearing Date the 25th. of December in the year aforesaid and your Orator Further shews that since the Transaction above recited pass'd between Iyar Moodelare and Mullinga Vengonah the said Two Parties are both departed this Life the former Leaving Ninapah herein before mention'd his Heir to the Estate of whom your Orators are Trustees, The Latter leaveing his son Heir to his Effects and Estate whose name is Mullinga Kisnamah now merchant off and residing in Madras of which said Mullinga Kisnamah your Orators hath often (for the Benefit of the Estate of Ninapah Heir To Iyar Moodelare) Deman^d. in and amicable manner Payment.

But now so it is may it Please this Honourable Court the said Mullinga Kisnamah acknowledges the justice and truth of your Orator's their Demand and yet refuses to give your Orators any manner of satisfaction your Orators therefore Pray for such Gen^l. relief Touching the Premises as to this Honourable Court shall appear agreeable to Equity and Good conscience Is the end of the Bill.

WILLIAM DUMBLETON. *Attorney for the
Complainant.*

25 DECEMBER 1705.

I MULLINGEE VENGONAH do hereby acknowledge to have Borrowed and Received of Iyar Moodelare son of Valure Aundeapah Moodelare the sum of one Hundred Pagodas Current which sum I promise to pay on demand with Interest at nine p^r. Cent.

Drawn & sign'd by

VEERAGUA.

WITNESS.

Suncaramana.

Pillapaulium Ball Chitty.

Translated from a Cadjan said to be the original.

JOSEPH GITHIN, Exam^r.30TH. AUG^T. 1743.

The Plea in Barr and Dumurr^r. of Mullinga Kisnannah of Madras merch^t. To the Bill of Complainant of Woodundee Mood^r. Mylapore Comerapah, Nellannah Mood^r. and Mooteapah Modaleare.

This Defendant by Protestation not Confessing allowing or acknowledging all or any Part of the Complainants Demand to be Just in such manner and forme as sett forth by the Bill the contents being Long since Discharged and accounted for and Therefore for Plea thereunto saith.

First this Defendant is the original Complainant for a demand of a much Greater amount then this the Complainants now file their bill for, it being the Ballance of an account annex to this Defendants Bill on the Credit side of which this Honourable Court will find this Defendant has given Due Credit for the Complainants Present Demand of 100 Pagodas borrow'd by this Defendants father and due to the Estate of Ninapah Deceased, for whome the Complainants are said to be Trustees.

Now if it appears to this Honourable Court that due Credit is allready given for the present Demand, the Complainants suit is unnecessary and Vexatious and, consequently the Complainants can have only Judgement for 100 Pagodas and that is already Given them by this Defendants in the said account, whereof this Defendant hath Just Cause of Dumurrer to the same it being only to perplex and run this Defend^t. to charges.

SECONDLY for Plea this Defendant saith that in this Defendants Bill This Defendant has Pray'd that the account annex't thereto may be refer'd to reffrees who many [sic] Duly Inspect the same and make a Report thereof to this Hoñoble Court and as the Complainants present Demand is Included in this Defendants Bill why should there be a Cross bill to Demand of this Defendant what this Defend^t. has both admitted and Given Credit for in the original account and where one suit sufficient two Bills Cannot be regularly admitted for one and the same thing since that seems to have Been Hinted at by the book of Instructions where in Page the 44th. it says thus Viz^t.

If it be reasonable to Decree the Defendant to do one thing and it is reasonable that the Complainants should do another the Court ought to provide for the Defendants security though there be no bill for that purpose.

Wherefore tis plain the Defendants Could have no Cause for the Present suit commenced against this Defendant for if-it was reasonable to the Court that this Defendant should be paid his ballanee it must follow that the Complainants would be paid their bond, because it is Included in the very account for which this Defend^t. sues.

Thirdly this Defendant Beggs Leaveⁿ to Informe this Hoñble Court that this Defendant never did take an oath nor any of his family Insomuch that this Defendant has several Times given up his right and Property rather than be obliged to

swear, for which reason the Complainants file this Litigious bill of complaint, This Defendant being threatned therewith, for all which reasons this Defendant doth plead in barr and Demurr in law to the said bill and humble abides by the Judgment of this Hoñble Court whether this Defendant shall be compelld to make any other or further answe^r. to the Complainants bill.

HENRY DEVEIL *Attorney for the
Complainant.*

MAYORS COURT AT
MADRASPATNAM.

Tuesday the 4^o day of October Anno Domini
1743 Between Woodundee Moodelare, Mylapore Comrapah, Nellanah Moodelare, and Iyah Tombee Moodelare, (Trustees of the Estate of Ninapah Deceased) of Madras Merchants Complainants) and Mullinga Kisnamah of the same place also Merchant Defendant.

This cause coming on this day to be heard and Debated before this Court in presence of Complainants & the Attorneys on both sides on hearing the Bill and Translate of a bond under the Defendants fathers hand dated the 25 December 1705 thereunto annex the Defendants Plea in Barr and Demurrer, 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 Complts. Bill do stand Dismissed out of this Court, and that the Consideration of Costs be reserved till the hearing the other cause, wherein the Bond sued for by the Complainants is allowed by the Defendants as Plaintiff

Cur.

NOAH CASAMAJOR.

Req^r.

23^o AUGUST 1743.

TO THE HONOURABLE THE MAYORS COURT
AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator Cha^s. Boodam Merchant of Madras did on or about the 4 of June 1742 sell unto one Kistnama also Merchant of the place aforesaid in a Publick manner at the sea

Gate certain goods amounting to 39. 9. ^{Page. f} current of Madras which in sterling money
£. s.

of Great Brittain accompting each Pagoda Eight shillings amounts to 15. 14. — or thereabouts and your Orator shews the condition of sale was the money to be paid in 21 Days from the Time of sale and your Orator shews your Orator hath often and that in the most amicable manner Demand^d. Payment of the above recited sum of him the said Kistnamah.

But now so it is may it please this Honourable the said Kistnama refuses to give your Orator any manner of satisfaction Touching the Premises your Orator therefore Prays such General releif that may and shall appear to this Honourable Court agreeable to Equity and good conscience Is the end of the Bill.

WILLIAM DUMBLETON *Attorney for the
Complt.*

27 SEPT^r. 1743.

The answer of Kistnomah Merchant of Madras Defendant to the Bill of complaint of Charles Boddam of the same place Merchant Complainant.

The said 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 observes the Complainant Mr. Charles Boddam Charges this Defendant only with the sum of Thirty Nine Pagodas, Nine fanams whereas this Defendant bought as many goods as amounted in all to the sum of one Hundred and Thirty one Pagodas Nine fanams on Condition of having three months Trust, but before the Expiration of That Time, this Defendant was prest for Fifty Pagodas by the Complainants servant Mooden Gopaul, who frequently takes upon him to act as he pleases in the Complainants name, and who receives and Pays on the Compts. account through which means this Defendant beleives arises the Present suit for in reality the said Mooden Gopaul has been the only acting person in the present affair to, whom this Defendant hath paid and accounted several times for the sums set forth in an accot. current hereunto annex and to which this Defendant most humbly refers and tis well known to This Honourable Court, that all servants in this part of the World pays and receives on their masters account whatever Evasions the servant may hereafter make on this behalf to his master and this Honourable Court but this Defendant begs leave to state his case which is this, about the Time set forth by the Complainant, this Defendant purchased Twenty one Corge of Turbants and left them in the hands of Mooden Gopaul till this Defendant should return from a place he was then going to which was Expected to be about a month and this Defendant having contracted for three months Credit and leaving the goods behind could not Expect to be Called upon before the Expiration of three months so that this Defendant thought himself perfectly safe but was utterly Deceived, for when departed this place, the said Mooden Gopaul borrows his masters name for a sanction and sells this Defendants Goods without his knowledge order or Consent and as he pretends for less by the three or four Pagodas than they costs this Defendant who will not admit of such deduction, but has Charged the said Goods in the account hereunto annex only at the Price this Defendant bought them but just before of the said Mooden Gopaul or the now Complainant his master at Publick outcry, this is one point from which this Debate arises, the other is an article of Twenty Pagodas for a ring which this Defendant sold the Complainant now pretended by Mooden Gopaul to be only mortgaged because his master the non Complainant as this Defendant is informed, made it a little the worse for wear.

But to shew how ill grounded the present complaint is made, before the Entry of this Bill, all accounts stood acknowledged by the Complainant to center in a ballance of sixteen Pagodas and nine fanams due to the Complainant for which he Demanded a note for double the money in default of payment, and even that doth not amount to Thirty nine Pagodas the subject of his present Demand, how be it this Defendant prays the delivery up of that Extortionate Bond which is more than accounted for, by this Defendants Ring, insomuch that there is a ballance in this Defendants' favour of Pags. Three Twenty seven fanams.

All which matters and things this Defendant is ready to averr maintain and prove as this Honourable court shall award and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

HENRY DEVEIL *Attorney for the Defendant.*

1742-43-26

	Dr			Cr.
M^r. CHARLES BODDAM.				
1742		1742.		
July		June		
13th.		4th.	By one corge of Turbands	5 9 —
To cash paid Mooden Gopaul on your account. P.	50 — —	12th.	By 21 Ditto ... Ditto at P. 6 P Corge ...	131 9 — [sic]
September			By ballance	3 27 —
7th.				
To cash paid D ^o . Conicoply	10 — —			
16th.				
To 6 Corge of Turbands left in the hands of Mooden Gopaul wch. he sold without my order or consent at P. 6 P Corge	36 — —			
1742/3				
Janry.				
To a Diamond Ring gave to Mooden Gopaul for your account.	20 — —			
September				
To cash paid you	19 — —			
	PAGODAS ... 135 — —			
			PAGODAS ... 135 — —	

FORT ST. GEORGE 26TH. SEPTEMBER 1743.

ERRORS EXCEPTED.
KISTNOMAH.

MAYORS COURT AT
MADRAS PATNAM.

TUESDAY the 11^o. day of October A. D. 1743
Between Charles Boddam of Madras Merch^t.
Complainant and Kistnama of the same place
also Merchant Defendant.

ON HEARING the Bill and answer also an account thereunto annexed Read and the Defendant being in Court and acknowledged the justice of the Complainants demand on due Consideration had this Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant shall pay unto the Complainant the full and just sum of Thirty nine Pagodas nine fanams Current of Madras, together with such Interest after the rate of eight $\frac{1}{2}$ cent $\frac{1}{2}$ annum as now is or shall hereafter become due on a note under the Defendants hand for Pagodas 36 being part of the beforementioned sum of P. 39. 9 ^s. until full payment is made, and also the Costs of this suit.

$\frac{1}{2}$ CUR.

NOAH CASAMAJOR.
Reg^r.

27^o 7^{HEB}. 1743.

TO THE HONOURABLE THE MAYOR'S COURT
AT MADRAS PATNAM.

HUMBLY complaining sheweth unto this Honourable Court your Orator Peidy Chittee Gongajamah Widow of Poinde Chitty Kistnama Naique formerly merchant of Fort St. David but now deceas'd Your Orat^x. shews that your Orat^x. her deceas'd Husband had during his Lifetime sundry dealings with one Shomboosever Ruddear Merchant of Fort St. David also and your Ora^x. shews that the said Shomboosever Ruddear aforesaid having occasion for a sum of money did apply himself to your Ora^x. her deceas'd Husband for the Loan thereof whereupon your Ora^x. her Deceas'd Husband did advance and Lend unto the said Shomboosever Ruddear the full and just sum of Two Hundred Pagodas current money of Negapatam which makes of Madras Coin Pagodas Two hundred sixteen securing the Repayment of which sum with Interest thereon (after the rate of Fifteen $\frac{1}{2}$ Cent $\frac{1}{2}$ annum) in June Ensuing the Date of the hereafter mention'd Bond the said Shombooserver Ruddear did make sign and give unto your Oratrix her Deceas'd Husband one Cajan bond bearing Date in Pondichery January the first which was in the year of our Lord one Thousand seven Hundred and Thirty Two and your Ora^x. further shews that the said Shomboosever Reddear having occasion for a further sum of money did again apply himself to your Ora^x. her Deceas'd Husband for the Loan thereof at which time your Ora^x. her Deceas'd Husband did advance and lend unto the said Shombooserver Ruddear the full and just sum of Twenty Pagodas current money of Negapatam for securing the Repayment of which sum with Interest thereon after the Rate of Twelve $\frac{1}{2}$ Cent $\frac{1}{2}$ annum on Demand the said Shombooserver Ruddear did make sign and give unto your Ora^x. her deceas'd husband one cajan Bond writing or obligatory bearing date October the first one Thousand seven Hundred and Thirty three which said sum added to the foregoing one make your Ora^x. her Demand of Principal to be Pagodas 220 Current of Negapatam which makes

^{Ca.}
Pagodas 244 21. 48 Current coin of Madras which in sterling money of Great Brittain accompting each Pagoda eight shillings makes £ 97. 16. 9 $\frac{1}{2}$ or thereabouts and your Ora^x. shews she hath for the Inspection of this Honourable Court hereunto annex'd Translates of the Two foremention'd Bonds and your Ora^x. further shews she hath often and that in the most amicable manner demand'd. Payment of the above recited sums with Interest of him the said Shombooserver Ruddear.

But now so it is may it please this Honourable Court the said Shombooserver Ruddear wilfully and obstinately refuses to give your Ora^x. any manner of satisfaction your Oratrix therefore Prays such General Relief Touching the Premises as to this Honourable Court shall appear agreeable to Equity and good Conscience. Is the end of the Bill.

WILLIAM DUMBLETON. Atty for the
Compl.

PONTECHERY JANUARY 1ST. 1732.

I SHOMBOOSERVER Ruddeah do hereby acknowledge to have Borrowed and Received of Suncoo Sasachelum Chitty the sum of Two Hundred Pagodas current of Negapatam which sum I promise to pay in June next ensuing with Interest at fifteen p^r. cent.

WITNESS

Malleyearum Permaul Pully.

Vishvanada Ruddeah.

Drawn by Taunipen Conicoply.

Translated from a Cadjan said to be the original.

JOSEPH GITHIN. *Exam^r.*

OCTOB^R. 1ST. 1733.

I SHEMBOOSERVER Ruddeah do hereby acknowledge to have Borrowed and Received of Govinde Chitty Kistnama Nagg the sum of Twenty Pagodas Current of Negapatam which sum I promise to pay on demand with Interest at 12 $\frac{3}{4}$ cent.

WITNESS.

Corungapah Ruddy.

Coree Vencatapathe.

Drawn by Mootaiem

Translated from a Cadjan said to be the original.

JOSEPH GITHIN. *Exam^r.*

25 OCTOBER 1743.

TO THE HONOURABLE THE MAYORS COURT
OF ALDERMEN AT MADRAS PATNAM.

The Humble Petition of Shambashievah Reddy
in answer to a summons Executed by M^r.
Edward Croke.

SHEWETH.

That your Petitioner who is afflicted with the Dead Palsey, and Incapable of coming to Madras, and having no attorney there to appear in your Petitioners behalf humbly assumes to give in his answer in this Spplication; [*sic*] which is to Employe the Mercy of the Honourable Court, and to lay before the Honourable Court, the real state of your Petitioners circumstances, which is, Premissing, that your Petitioner acknowledges the Debt, but having Inspected into the accounts, finds the Interest amounts to a Large sum, which by reason of creditors finds himself Incapacitated to Pay but is willg. provided the Honourable Court will mediate wth. the Plaintiff; to Pay the Principle at Pag^a. 20 $\frac{3}{4}$ annum & which is the utmost he is able to Pay and Emplores the Honourable Court in consideration of his Insolvency to mittigate the matter with the Plaintiff so far as to let the Interest be void, and to accept the premention'd Proposal, and to Desist from Putting your Petitioner to further charges, which will In Duty bind your Petitioner

EVER TO PRAY.

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 25^o day of October A. D. 1743
Between Piedy Chittee Gongajamah (widow of
Poinde Chittee Kistnamah Naique Late of Fort
St. David Deceased) Inhabitant of Madras,
Complainant and Shombooserver Ruddear of
Fort St. David Merchant Defendant.

ON Reading the Bill of the Complainant and Translates of Two Bonds one bearing date in Pondicherry the 1st. Janry 1732 for Nagapatam Pagodas 200 the other dated the 1st. October 1733 for Nagapatam, Pagodas 20 thereunto annex also a Petition of the Defendant return'd with the summons, whereby he acknowledges the Justice of the Complts. Demand on due consideration had, This Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Deft. do pay unto the Complt the full and just sum of Two Hundred Twenty Pagodas current of Negapatam, being the principal money appearing to be due on the before mention'd Bonds, together with such Interest after the rate of eight $\frac{1}{2}$ cent $\frac{1}{2}$ annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of suit.

$\frac{1}{2}$ CUR.

NOAH CASAMAJOR.
Reg^r.

23^d. AUGUST 1743.

TO THE HONBLE MAYORS COURT AT
MADRAS PATNAM.

HUMBLY complaining sheweth unto this Hon^{ble}. Co^t. your Ora^r. Cha^s. Boddam Merch^t. of Madras Did on or about the 20th. of May 1742 sell unto one Acambrum also merchant of the place afores^d. in a Publick manner at the sea gate certain

Goods amounting to ^{P^a. f^s.} 57. 3. — curr^t. of Madras which in sterling money of Great
£ s. d

Brittain accompting each Pag^a. Eight shillings amounts to 22. 16. 9 or thereabouts and your Orator shews the condition of the sale was the Money shou^d. be paid in 21 Days from the Day of sale and your Ora^r. shews your Ora^r. hath often and that in the most amicable manner Demand^d. payment of the above recited sum of the aforementioned Acumbrum.

But now so it is may it please this Honourable Court your Ora^r. hath not been able hitherto to obtain any manner of satisfaction from the said Acambrum your Ora^r. therefore prays such Gen^l. releif Touching the Premises as to this Honourable Co^t. shall appear agreeable to Equity and good Conscience. Is the end of the Bill.

WILLIAM DUMBLETON. *Att^y. for the Compl^t.*

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 25^o day of October Anno Domⁱ
1743 Between Charles Boddam of Madras
merchant Complainant and Accumbrum of the
same Place also merchant Defendant.

ON Reading the Complainants Bill & The Defendant appearing in Court and acknowledging the justice of the Complainants demand, 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 Fifty seven pagodas three fanams Current of Madras together with such Interest after the rate of eight $\frac{1}{2}$ cent $\frac{1}{2}$ annum from the 10th. day of June Last past, as now is or shall hereafter become thereon until full payment is made, and also the Costs of this suit.

$\frac{1}{2}$ CUR.

NOAH CASAMAJOR.
Reg^r.

25 OCTOBER 1743.

TO THE HONBLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY complaining sheweth unto this Honourable Court your Orator Narrain Chitty Merchant of Madras That Poncla Narraharry a Dubash now living and residing in this place having occasion for a sum of money applyed himself to Your Orator for the loan thereof whereupon your Orator did advance and lend unto the said Poncla Narraherry the sum of Thirty Pagodas which in sterling Money of Great Brittain after the rate of Eight shilling ₹ Pagoda amounts to Twelve pounds or thereabout for the securing the repayment whereof the said Narraherry did give to your Orator one Cadjan Note or Writing under his hand bearing date on or about the Twenty fifth day of March one thousand seven Hundred and forty three promising to pay the same on demand with Interest thereon at the rate of Nine ₹ cent ₹ ann^o as will appear by Translate hereunto annexed for the Inspection of this Honourable Court, original in possession of your Orator and ready to be produced as this Honourable Court shall direct. And your Orator shews that he has frequently demanded Payment of the said bond with Interest that may be due thereon But now so it is may it please this Honble Court that the said Poncla Narraherry refuses to satisfie his said Engagement to your Orator. To the end therefore that the said Poncla Narraherry may upon his corporal oath true and perfect answer make to all and every the matters aforesaid as fully and truely 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 due on the said note and that your Orator may have such farther and other releif in the premises as shall be agreeable to Equity and good Conscience.

ROB^t. SLOPER. *Attorney for the Compl.*25th. MARCH 1743.

I Poncla Narraherry do hereby acknowledge to have Borrowed and Received of Pereatomby Narraina Chitty, the sum of thirty Pagodas Current of Madras which sum I promise to pay on demand with Interest at nine ₹ Cent.

PONCLA NARRAHERRY.

WITNESS.

Oviah Kristniah.

Koiarloo Vencata Ramiah.

Drawn by Ponclanatee Vencata Narraindoo.

Translated from a Cadjan said to be the original.

JOSEPH GITHIN. *Exam^r.*MAYORS COURT AT
MADRAS PATNAM.TUESDAY THE first day of November AD. 1743
Between Narrain Chitty of Madras Merchant
Complainant and Poncla Narrachary of the same
place Dubash Deft.

ON Reading the Complainants Bill and Translate a bond for Pag^s. 30 dated the 25th. day of March last past thereunto annexed, and the Defendant being in Court and acknowledging the Execution of the beforementioned bond 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 Thirty Pagodas being the Principal money of the beforementioned bond together with such Interest after the rate of eight ₹ cent ₹ annum as now is or shall hereafter become due thereon until full paym^t. is made and also the Costs of this suit.

PER CUR.

NOAH CASAMAJOR.

Req^r.

15^o Nov^r. 1743.

TO THE HONBLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY Complaining sheweth to this Honourable Court your Orator Vencata-kisnah Pully Conecopley of Madras that one Shutteegunn Dubash also Living and residing in Madras having occasion for a sum of money apply'd himself to your Orator for the Loan thereof whereupon your Orator did advance and Lend unto the said Shutteegunn Dubash the full and Just sum of Eighty & one Pagodas Current of Madras which in sterling money of Great Britain allowing Eight shillings $\frac{1}{2}$ Pagoda amounts to thirty two Pounds or thereabouts & for securing repayment thereof he the said Shutteegunn Dubash Did sign and give your Orator one bond or obligation bearing Date the Eighth day of December 1742 thereby promising to pay your Orator on Demand and your Orator shews he hath frequently in the most friendly manner without any Effect Demanded payment.

To the End therefore that the said Shutteegunn Dubash 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 pay your Orators principal & Interest due thereon and that your Orator may have such further and other releif in the Premises as may Be agreeable to Equity and Good conscience.

HENRY DEVEIL. *Attorney for the
Complt.*

8TH. DECEMBER 1742 MADRAS PATNAM.

I CHITTY REDDY son of Tellesingar Reddy do hereby acknowledge to have Borrowed and Received of Vencaty Kistnah pully the Choultry Conicopley the sum of Eighty one Pagod^s. Current of Madras which sum I promise to pay the fifteenth of January next and on default of such payment at the time limited the said sum to run at Interest at nine $\frac{1}{2}$ Cent and payable on Demand.

CHITTY REDDY.

WITNESS.

Tellesingar pully.
Comorah Collity.
Drawn by Moodu.
Translated from a Cadjan said to be the original.

JOSEPH GITHIN. *Exam^r.*

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 22^d. day of November AD 1743
Between Vancata Kisnah Pully of Madras con-
copy Complainant & Shutteegum of the same
place Dubash Defend^t.

ON Reading the Complainants Bill also Translate of a bond thereunto annexed bearing date the 8th. December 1742 and the Defendant being in Court acknowledged the justice of the Complainants demand, which said Complainant acknowledged to have received Twenty seven pagodas in part of the beforementioned Bond and on due Consideration had, This Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant shall pay unto the Complainant The full and just sum of Fifty four Pagodas Current of Madras being the Residue of the money due on the beforemention'd Bond together with such Interest from the 15th. day of January last past as now is or shall hereafter become due on the whole, after the rate of eight $\frac{1}{2}$ Cent $\frac{1}{2}$ annum, until full payment is made and also the Costs of this suit.

$\frac{1}{2}$ CUR.

NOAH CASAMAJOR.
Rec^r.

15 NOVEMBER. 1743.

TO THE HONOURABLE THE MAYORS COURT
AT MADRAS PATNAM.

HUMBLY Complaining sheweth To this Honourable Court your Orator Meersaduck Cooperra Inhabitant of Madras that one Ishmall Serrang, son to Hussengee, and one Gruah Serrang having Jointly and seperately occasion for a sum of money, Did apply themselves to your Orator for the Loan thereof, whereupon your Orator did advance and Lend unto the said Ishmall Serrang, & Gruah Serrang, the full and Just sum of 27 Pagodas Current of Madras, which in sterling money of Great Brittain, allowing Eight shillings for a Pagoda amounts to Ten pounds sixteen shillings or thereabouts and for securing the repayment thereof they be the said Ishmall Serrang and Gruah Serrang did Jointly and seperately, sign and Give your Orator, one mortgage Bond & Bill of sale the Bond Bearing date August 13th. 1743, and which specifies there is mortgaged to your Orator, one house and Ground, situate in Muttall Petty Street, between the houses of Datcha Labbee & Meer Labbee, the Ground in Length 62 feet, and in breadth 32 feet & 1/4 to have and to hold the said house and Ground your Orator and his heirs for ever subject Nevertheless to the usual proviso.

And your Orator shews he hath frequently in the most friendly manner requested payment of Both the Parties to signing the said Bond, But now so it is may it please this Honourable Court, they both Deny to give your Orator any satisfaction in the premises.

To the End therefore that the said Ishmall Serrang and Gruah Serrang may upon their corporals oaths, true and perfect answer make to all and Every the matters aforesaid, as fully truly and Effectully to all Intents and purposes, as if the same was here again repeated and Interrogated, and be Decreed to pay your Orator his principal money with Interest as hath or may be Due thereon, and that your Orator may have such further and other releif in the premises as may be agreeable to Equity & Good Conscience.

HENRY DEVEIL. *Attorney for the
Complainant.*

13th. AUGUST 1743.

WE ISHMAUL son of Assonjee and Gruah son of Succa Gruapah Syrangs do hereby acknowledge to have jointly Borrowed and Received of Meerza Saducbake Merchant at Bengal the sum of twenty seven Pagodas for securing the repayment of which sum with Interest at Twelve p^r. cent on demand we mortgage our House and Ground in the Mootallah Petty situate and lying Eastward of Jollambee's House between the Houses of Meerah Labbee and Meerah a syrang.

GRUAH SYRANG.

ISHMAUL SYRANGS MARK.

WITNESS.

Jointe Venkiah.

Devalagee.

Drawn by Paupia son of Didde Gunda Permaulia.

Translated from a Cadjan said to be the original.

JOSEPH GITHIN. *Exam^r.*

MAYORS COURT AT
MADRAS PATNAM.

Tuesday the 22^d. day of November Anno Dom.
1743 Between Meer Saduck Coopera Inhabitant
of Madras Complainant and Ishmael Syrang &
Gruah Syrangs of the same place Defendants.

ON READING the Complainants Bill also Translate of a mortgage Bond under the Defendants bonds, dated the 13 August last past, The Defendant Gruah Serang being in Court acknowledged the Justice 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 Twenty seven pagodas current of Madras being the principal money appearing to be due on the beforementioned Bond together with such interest after the rate of eight ₹ cent ₹ 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 twenty one 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 & Costs.

₹ CUR.

NOAH CASAMAJOR.
Régr.

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