

MAYARS COURT

Account Book

VOL - 26 - A

Shamaron. 4th - - - - - Was Yours were You not in the Year of Christ One Thousand seven hundred and seventy Eight employed in the Service of the Defendant in the Capacity of Darogah for Grain Merchants in the District of Madras while he acted as Amildar to the said District. If Yes Did You or did You not by the Order of the Defendant deliver to Rangaswamy Pillah and Narsingapillah Comia stall to Comarapall. Modelly the Debash of the Complainant out of the two Villages Pallapaulam and Pallanganattom Eight thousand and few hundred Coliums of Laddy or what other Quantity and did You or did You not Ask Receipts for the same from the said Rangaswamy Pillah and Narsingapillah.

Cocapah Naick. 5th - Now You or were You not in the Year of Christ One Thousand
 Seven hundred and Seventy Eight employed in the Service of the Defendant
 in the Capacity of Radjanjee Golaboor Collector of the Revenues of the District
 of Madura Country? - Year? did You or did You not by the Order of the Defen-
 dant Pay into the hands of Amarapah Modally the Dubash to the amount
 or to whom else at Two different times the Sum of Three Thousand and
 Nine hundred Gold fanams or what other Sum and do You know for what
 Account was the same Paid And did You or did You not Ask from the said
 Amarapah Modally Receipts for the same and what Sum would he give
 for all the } 6th - Do You know of any other Matter or Thing or have You heard
 Witnesses } or can You set forth any thing touching the Matter in Question in this

To all the
Witnesses } - - - 6th - - Do You know of any other Matters, Things or have You heard
or can You set forth any thing touching the Matter in Question in this

Cause that may tend to the benefit or Advantage of the Defendant. I Now Declare
the same as You know have heard or do believe together with the reasons of such
Your belief as if You had been thereunto Particularly Interrogated

L. Lybham
Att. for Defendant

[illegible]

Dr. William Duff Assn. Secy. of Am. A. Socy. has the honor to acknowledge the receipt of \$100.00 from the Am. A. Socy. and to express his appreciation of the same.

This Exhibit Marked A was shown to Venkata Subbaiah at the time of his Examination before me on the Part of the Defendant in a certain Cause now depending in the Court of the Mayor's Court at Madras at which time the said William Duffin's Complainant and Rungarow is Defendant on the 18th Day of May Anno Domini 1839 Joseph Shawe
Ex^r.

Mayor's Court at
Madraspatnam } Between William Duffin of Madras Surgeon
Complainant and Rungarow Late of Madras but at
Present of Madras Inhabitant Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Exam^r
in this Court as followeth

Venkata Subbaiah Head Constable of Madras Aged Twenty Seven Years or thereabouts being produced as a Witness in this Cause, on the Part of the Defendant was on the Eighteenth Day of May One Thousand Seven Hundred and Eighty Nine Signified at the Office of Messrs. Walker and Hall who are Attorneys for the Complainant by one of my servants who also left him a Note of the Name, Title and Place of Abode of the said Defendant And afterwards on the same Day being sworn and Examined Deposed as followeth

1. To the first Interrogatory this Defendant saith, that he doth know the Complainant William Duffin in this Cause, and that he hath so known him twelve Years or thereabouts - And that he doth know the Defendant Rungarow in this Cause, and that he hath so known him twenty Years or thereabouts - And more he saith not to this first Interrogatory

2. To the second Interrogatory this Defendant saith, that he was in the Year of Christ One Thousand Seven Hundred and Seventy eight employed in the Service of the Defendant in the Capacity of Deputy Company or Accountant in his Customs at Madras while he acted as a Muldar to the said District and further saith, that he did keep a regular Account of

of all the Paddy delivered to the Complainant and the price of the day when the same was delivered. This Defendant saith, that he did keep an Account of the Money paid to him in Gold fanams and the exchange of the day and further saith, he hath looked at the paper writing now produced and shown to him at this the time of his Examination. Marked A. Purporting to be an Account Current in the Malabar Language between the Complainant and Defendant and saith that, as far as it relates to the Paddy and Money and the rate of price and Exchange and these dates, a true Account examined by him with the Circar Account kept at that time in the City of Madras. This Defendant saith, he frequently urged the Complainant to give him Receipts for the said Paddy and Money but was always put off under various Pretences. And further saith, that the said Paddy and Money were paid towards the payment of the Defendants bond to the Complainant as credited in the said Account Current. And further saith not to this or to the last Interrogatory. *Sworn by*

Joseph Shaver
Ex^r

Major's Court at
Madraspalamam } Between William Duff of Madras
Surgor Complainant and Rungarow
Late of Madras but at present of Madras
Inhabitant Defendant

On the Part of the Defendant.
Depositions of the Jurors in this Cause by and before the
Examiner in this Court as followeth.

Chocalingayah Head Inhabitant of Madras Aged forty seven Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the fifteenth day of May One thousand seven hundred and Eighty Nine

Liquidated at the Office of Messrs Walker and Hall who are Attorneys for the Compt by One of my Servants who also left him a Note of the Name, Title and Place of Abode of the said Defendant and afterwards on the same Day being sworn and Examined Deposed as followeth.

1st ----- To the first Interrogatory this Defendant saith, that he doth know the Complainant William Duff in this Cause, and that he hath known him twelve or thirteen Years. And that he doth know the Defendant Rungarow in this Cause, and that he hath known him twenty Years or thereabouts. And more he saith not to this first Interrogatory.

2nd ----- To the third Interrogatory this Defendant saith, that in the Year of Christ One thousand seven hundred and Seventy Eight he was one of the Head Notaries or Inspectors of the two Villages at Madras called Pillayam and Pallanganattam and further saith, that the Defendant and his Brother Malarn were then the Amildars of Madras and its Districts. This Defendant saith, that the Inhabitants of the said two Villages did deliver by Order of the Defendant unto Comarajah Moodelly the Dubash to the Complainant a certain Quantity of Paddy to the Amount of eight thousand and five hundred follums and that the market price for Paddy at Madras was then One Raga for three and half follums and further saith, that the Inhabitants of the said two Villages did also pay unto the said Comarajah Moodelly for Account of the Compt two thousand and Nine hundred Gold fanams out of the produce of the said two Villages and likewise the sum of One thousand Gold fanams out of the Gungum or Custom House the rate of Exchange at that period in Madras being twenty and half Gold fanams of One Raga. This Defendant saith, that he doth know that the said Paddy and Money were paid to the said Complainant towards the payment of a debt due by the Defendant to the Complainant. And further saith, that the transaction in question came to his knowledge in consequence of the Paddy and Money being paid from the Villages to which he belongs. This Defendant saith, that he was present when the Defendants amicably asked for Receipts from the

The Gomastah of the said Comarapah Modellly for Paddy and Mancy delivered to him for Account of the Complainant and that the Answer Made herein by the Gomastah of Comarapah Modellly was that he would Not give Receipt for every small parcel of Paddy delivered but that he would grant a General One, where all the paddy was delivered over And further saith not to this or to the last Interrogatory -
Joseph Shawe
Ex.

Mayor's Court at
Madraspatnam

Between William Duff of Madras Surgeon
Complainant and Rungarow Late of Madras
but at Present of Madras Inhabitant Defendant
On the Part of the Defendant

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

Shamaron Doragah or Grain Keeper of Madras Aged thirty eight Years or thereabouts being
Produced as a Witness in this Cause On the Part of the Defendant was sworn the fourth of the day of
May One Thousand Seven hundred and Eighty Nine signified at the Office of Messrs. Walker
and Hall who are Attornies for the Complainant by one of my Servants who also left him
a Note of the Name Title and Place of Abode of the said Depoent and afterwards on the same
Day being sworn and Examined Depoent was as followeth

1st To the first Interrogatory this Depoent saith, that he doth know the Compt^{le}
William Duff in this Cause, and that he has known him about seven Years &
that he doth know the Defendant Rungarow in this Cause, and that he hath
known him about twelve Years or thereabouts And more he saith not to this
first Interrogatory

4th To the fourth Interrogatory this Depoent saith, that he was employed in the
Service of the Defendant in the Capacity of Doragah or Grain Store Keeper in the District of
Madras, while he acted as such under the said District Officer and saith

that by order of the Defendant he did deliver to Rungarow Pillah and Kar-
singa Pillah Gomastahs to Comarapah Modellly the Dubash of the Compt^{le}
Out of the two Villages Pallyaaulam and Pallanganallam Eight thousand and
five hundred Sallies of Paddy this Depoent saith, that he did acknowledge
the same from the said Rungarow Pillah and Karisinga Pillah who have
been that they would give Receipts to the Defendant himself And further saith
not to this or to the last Interrogatory

Joseph Shawe
Ex.

Mayor's Court at
Madraspatnam

Between William Duff of Madras
Surgeon Complainant and Rungarow Late of
Madras but at present of Madras Inhabitant
Defendant
On the Part of the Defendant

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

Chocapah Naick, Gelah Row of Madras Aged fifty Years or thereabouts being
Produced as a Witness in this Cause, On the Part of the Defendant was sworn the fourth day of
May One thousand Seven hundred and Eighty Nine signified at the Office of Messrs. Walker
and Hall who are Attornies for the Complainant by one of my Servants who also left him
a Note of the Name Title and Place of Abode of the said Depoent and afterwards on the
same Day being sworn and Examined Depoent was as followeth

1st To the first Interrogatory this Depoent saith, that he doth know the Compt^{le}
William Duff in this Cause, and that he hath known him about One
Year and that he doth know the Defendant Rungarow in this Cause, and
that he hath known him about ten Years And more he saith not to
this first Interrogatory

5th To the fifth Interrogatory this Depoent saith, that in the Year of Christ
One thousand Seven hundred and Seventy Eight he was employed in the
Service

Service of the Defendant in the Capacity of Cadjanje Gelahor Collector of
the Revenues of the District of the Country of Madurai and further saith
that he did by Order of the Defendant pay into the hands of Kumarapah
Mordelly the Dubash to the Complainant at two different times, the
Sum of three Thousand and Nine hundred Gold fanams - and that
the same was paid in Liquidation of the Debt due to the Complainant
by the Defendant. This Defendant saith, that he did ask Receipts for
the same from the said Kumarapah Mordelly - who replied that he
would speak with the Defendant about it, saying at the same time,
that this Defendant had no right to interfere in the business
And further saith that to this or to the last Interrogatory
Joseph Shome

Mayor's Court at Madraspatnam } Tuesday the 6th Day of June
Anno Domini 1789

(L.S.)

Present
William Webb Esquire Mayor
Robert Milford and John Milford
Aldermen

Mayor's Court

Between William Duff of
Madras Surgeon Complainant and
Rangasw of the same place Inhabitant
the surviving Obligor of Malaswlate
of Madurai Inhabitant Debtor
Defendant

This Cause coming on to be heard and Debated this day
in the Presence of the Attorneys on both sides on Reading the Complaint
Bills with Copies of a Bond and an Account Current Manner the
Affidavit

Affidavit the Defendant Answer with Copy of an Account Current
Manner, the General Replication, the General Rejoinder, the Inter-
rogatories and Depositions on the part of the Complainant the Inter-
rogatories and Depositions on the part of the Defendant On Hearing
the Readings made thereof by the Attorneys and on due Consideration
had thereon This Court doth think fit to Order and Decree that the Defendant shall pay
unto the Complainant the full and Just Sum of One Thousand
Eight Hundred and Thirteen Pagodas and Eight Fanams Pag^{as}
1813.800 together with all such Interest as now is or shall hereafter
become due thereon until full payment is made also all Costs of
this Suit

Filed 5th June 1789

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble
Court Your Orator, Monragappa Mordelliar of Madras Inhabitant that
Maumica, Nuvappia, Naicker and Agrava, Naicker of Saint Thomas
Inhabitant stands Justly and Truly indebted unto Your Orator on
the full and just Sum of One Hundred Pagodas Current Money of
Madras Making in sterling Money of Great Britain at the Rate of
Eight Shillings for every Pagoda the Sum of Forty Pounds or thereabouts
as well more fully and at large appears by a Copy of a Mortgage Bond
with a Covenant to sue for and recover the same in this Honble Court
brought to the Orator for the inspection of this Honble Court to which Your
Orator by leave of the Court and Prayers the same may be taken as part of this
his Bill of Complaint the Original whereof is in Your Orator's possession and

and ready to be produced when required and Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Maunna Kinnappa Naicker and Vyraava Naicker of the said Sum of One Hundred Pagodas

But now so it may it please this Honble Court the said Maunna Kinnappa Naicker and Vyraava Naicker obstinately and wilfully refuse to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Maunna Kinnappa Naicker and Vyraava Naicker may upon their Corporal Oathes full true direct and perfect Answer make to all and singular the Matters and Things herein before set forth and Alledge as fully truly and Effectually to all intents and Purposes as if the same were here again repeated and Particularly Interrogated and that they may be Dues to Pay unto Your Orator the aforesaid Sum of One Hundred Pagodas with all lawful Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it please this Honble Court to Cause the said Maunna Kinnappa Naicker and Vyraava Naicker to be summoned and required by the Sheriff of Fort Saint George Town of Madras pursuant and the District thereof personally to be and appear before this Honble Court prepared and appointed thereat there to answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet

J. Stuart Hall
Att. for Plaintiff

June 5th 1839
This Bill was shown to me in the
Days of Adjournment at a summons issued
Returnable next Court Day
Wm Webb
Mayor

Translation of a Mortgage Bond Dated 25th 1st Year of Pavaanga Year
Answering to Anno Domini 5th February 1838

Mr Maunna Kinnappa Naicker and Mr Vyraava Naicker of Kunnyas East of Serromylangoon do give this Mortgage Bond to Mooringappa Moodaliam of Sanatatawa East of Madras that is to say

In consequence of my urgent Occasion I have this day mortgaged to You the Choultry Billof Sale of Saint Thomas House situated at Saint Thomas the Ground belonging to the House of Inappawacherry the Gold Smith and South to Nallaw Chittye House and borrowed and received of You the Sum of (100) One hundred Mas Pagodas Current Money of Madras which Sum I do hereby engage to pay You on or before the 30th 1st of Pulaa Year or 10th August 38. With all such Interest as shall or may become due thereon at the Rate of 12% of the Sum and to redeem the Choultry Billof Sale Indefault of which You are hereby empowered to recover the Sum due in the Honble the Mayor's Court Thus we have given this Mortgage Bond with our free will and Consent Mithappa Mylakannachilla Moodaliam and Soobramonyacherry by their knowledge this Bond was drawn by Soobramonyam

Witnesses Signed
Mylakannachilla
Soobramonyam

Marked). Kinnappa Naicker
Do Vyraava Naicker

True Translation as near as can be from the
Malabar Language
(Signed)

True Copy
J. Stuart Hall
Att. for Plaintiff
Ranganathan
Interpreter

and ready to be produced when required and Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Maumica Kinappa Naicker and Vyraava Naicker of the said Sum of One Hundred Pagodas

But now so it may please this Honble Court the said Maumica Kinappa Naicker and Vyraava Naicker obstinately and wilfully refuse to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Maumica Kinappa Naicker and Vyraava Naicker may upon their Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before set forth and Avowed as fully truly and Effectually to all Intents and Purposes as if the same were here Against repeated and Particularly Interrogated and that they may be Doomed to Pay unto Your Orator the aforesaid Sum of One Hundred Pagodas with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Maumica Kinappa Naicker and Vyraava Naicker to be summoned and required by the Sheriff of Fort Saint George Town of Madras pursuant and the District thereof personally to be and appear before this Honble Court proffered and appointed them and there to answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet

June 5th 1789
This Bill was shown to me in the Days of Adjournment at a summons if you Returnable Next Court Day
Wm Webb
Mayor

I Stuart Hall
Att'y for Compt' &c

Translation of a Mortgage Bond Dated 25th 1st Year of Pavaanga Year Answering to Anno Domini 5th February 1788

Mr Maumica Kinappa Naicker and Mylamburava Naicker of Kunneya East of Seromylangoon do give this Mortgage Bond to Moosagappa Modalliar of Sanatalava East of Madras that is to say

In consequence of my urgent Occasion I have this day Mortgaged to You the Choultry Pill of Sale of Saint Thomas House situated at Saint Thomas the Ground belonging to the House of Inappawcherry the Gold Smith and South to Nallaw Chittye House and borrowed and received of You the Sum of (100) One hundred Star Pagodas Current Money of Madras which Sum I do hereby engage to pay You now or before the 30th 1st Year of Pulaca Year or 10th August 88 With all such Interest as shall or may become due thereon at the rate of 12 p Cent Annuum and to redeem the Choultry Pill of Sale Indefault of which You are hereby empowered to recover by Force of Law in the Honble the Mayor's Court Thus we have given this Mortgage Bond with our free will and Consent Witnesses Mylamburachella Modalliar and Soobramonyacherry by their knowledge this Bond was drawn by Soobramonyam

Witnesses Signed
Mylamburachella
Soobramonyam

Marked). Kinappa Naicker
Do Vyraava Naicker

When Translation was made as aubis from the Malabar Language
(Signed)
Ranganadom
Interpreter

When Copy
I Stuart Hall
Att'y for Compt' &c

Mayor's Court at
Madraspatnam

Tuesday the 23rd Day of June
Anno Domini 1789.

Present

L^d

William Webb Esquire Mayor
Edward Garron and George Savage
Aldermen

Between Marrogayya
Mordelias of Madras Inhabitant
Complainant and Mannica
Nincappa Naicker and Vyra
Naicker of Saint Thomas Inhabi-
tants Defendants

The Defendant Mannica Nincappa Naick being in
Court and acknowledging the Justice of the Complainant's Demand This
Court doth therefore think fit to Order and Decree that the Defendant Mannica Nincappa Naick shall
Pay unto the Complainant the full and just Sum of One Hundred Pagodas
Pagodas and together with all such Interest as now is or shall
hereafter become due thereon until full payment is made also all Costs of
this Suit

Done

Mayor's Court

Filed the 9th May 1789

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complainin^g sheweth unto this Honble
Court Your Orator James P. Porter of Madras Merchant that Arthur Stewart Esq^r
in the Service of the United Company of Merchants of England Trading to the East
Indies at their Presidency of Fort St. George stands justly and truly indebted unto
Your Orator in the full and just Sum of One Hundred and thirty five Pagodas
Twenty fanams and fifty six Cash Current Money of Madras having in the
Month of Great Britain at the rate of Eight Shillings for every Pagoda the Sum
of fifty four Pounds and three Shillings or thereabouts as will more fully and at
Large appear by Copies of an Account and an Accepted Bill of Exchange bearing
to be used for the Inspection of this Honble Court and which Your Orator Prays
may be admitted as part of this his Bill of Complaint the Original whereof
being in Your Orator's Possession and ready to be produced when required And
Your Orator further sheweth unto this Honble Court that the said frequently
and in an amicable manner required Payment of the said Sum of One
hundred and thirty five Pagodas Twenty fanams and fifty six Cash from the
said Arthur Stewart

But now with Unhappy Heart this Honble Court the
said Arthur Stewart obstinately and willfully refuses to pay the same or to
give Your Orator any Manner of Satisfaction touching the Premises Your
Orator therefore Prays a General Relief such as to this Honble Court shall
appear Agreeable to Equity and good Conscience To the End therefore
that the said Arthur Stewart may upon his Corporal Oath full true direct
and Perfect Answer make to all and singular the matters and things
herein before set forth and Alledge as fully truly Perfectly and Effectually
to all Intents and purposes as if the same were here again repeated and
Particularly Interrogated and that he may be Decried to pay unto Your
Orator the aforesaid Sum of One Hundred and thirty five Pagodas twenty
fanams and fifty six Cash together with all such Interest as now is or shall

Shall hereafter become due then and also all Costs of this Suit

May it Please the Honble Court to cause the said Arthur Stewart to be summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof to personally attend and appear before this Honble Court at a certain time and Place to be by this Honble Court fixed and Appointed there and there to answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

9th May 1789

This Bill was shown to me in the days of Adjournment till a summons if returnable

Next Court day
Wm Webb
Mayor

P. Spencer
Atty Genl

Capt. Arthur Stewart

1785
September 24th To Account of Mr. Thos Robinson's Bill upon You of this date;
Payable one Month after Date as per Your Acceptance ----- 60. " "
To Interest upon D. from 24th Oct 1783 to 24th April 1789 being
Three Years and 6 Months at 12% Cent per Annum ----- 25. 9. 16.
To Cash paid to J. Stuart Hall on Your Account ----- 10. " "
To Capt. North's Bill upon You due 24th Jan 1788 ----- 35. " "
To Interest upon D. to the 24th April 1789 being 15 Months ----- 5. " "

Pagoda's. 135. 20. 56

Madras
April 24th 1789.

Errors Excip.
Signed of J. P. Barted

Attest
P. Spencer
Atty Genl

D. Stewart

One month after Date, Please pay to Mr. James Parter, or order, the Sum of Sixty Six Pagoda's, and You'll Oblige.

Fort St. George
24th September 1785

Capt. Arthur Stewart

Yours &c.
Signed Thos Robinson

Arth. Stewart

Attest
P. Spencer
Atty Genl

Mayor's Court at
Madraspatnam

Tuesday the 23rd Day of June
Anno Domini 1789

Present

William Webb Esquire Mayor
Edward Garrow and George Savage
Aldermen

L.S.

Mayor's Court

Between James Parter
of Madras Merchant Complainant
and Arthur Stewart Captain in
the Service of the United Company
of Merchants of England Trading
to the East Indies at their Presidency
of Fort St. George Defendant

It appearing by the Records of this Court that the usual
rules have been paid for the Defendant to answer the Complainant's Bill
which he has neglected doing this Court doth therefore think fit to
Order and Decree and doth accordingly Order and Decree that the Defen-
dant shall pay unto the Complainant the full and just Sum of One
Hundred

Hundred and thirty Two Pagodas Twenty Tanams and Fifty Cha Casles
Pagodas 135. 20. 56. together with all such Interest as now is or
shall hereafter become due thereon until full payment is made also
all Costs of this Suit

Filed 7th May 1839

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining, Sheweth unto this Honble
Court Your Orator, John P. Bailey of Madras Merchant that Jaganand Shanker
of the same Place Merchant stands Indebted unto Your Orator in the full
and just sum of Two thousand One Hundred and Twenty Pagodas current
Money of Madras Making in Sterling money of Great Britain at the
Rate of Eight Shillings for every Pagoda the sum of Eight Hundred and forty
Eight Pounds or thereabouts as will more fully and at large appear by
Copy of an Account and also by Copy of a Promissory Note given and granted
unto Your Orator by the said Jaganand Shanker on the twenty first
day of January in the Year of Our Lord One thousand seven hundred and
Eighty Eight Payable on the thirty first day of August in the said
Year unto the said Jaganand Shanker for the Inspection of this Honble Court better
which Your Orator prays may be admitted as part of this his Bill of
Complaint the Original whereof being in Your Orator's Possession and
Ready to be Produced when Required And Whereas Your Orator hath
frequently and in vain amicably requested Payment of the said
sum of Two thousand One Hundred and Twenty Pagodas from the
said Jaganand Shanker

But now so it is that the said Jaganand Shanker obstinately and wilfully refuses to pay the
said sum or to give Your Orator any manner of Satisfaction touching the
same and Your Orator therefore prays against Relief he doth this
Honble Court shall appear agreeable to Equity and good Conscience To

To the End therefore that the said Jaganand Shanker may give his
Original Bill full true direct and perfect Answer Make to all and singular
the Matters and things herein before set forth and Alledged as fully truly
and Effectually to all intents and Purposes as if the same were herein again
Repeated and Particularly Interrogated and that he may be Decreed to pay
unto Your Orator the said sum of Two thousand One Hundred and Twenty
Pagodas together with all such Interest as now is or shall hereafter become
due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said
Jaganand Shanker to be Summued and Required by the Sheriff of
Fort Saint George Town of Madraspatnam and the Districts thereof
Personally to be and Appear before this Honble Court at a certain
time and Place to be by this Honble Court fixed and appointed
therein and there to Answer this Your Orator's Bill of Complaint and
further to stand to and abide by such Order and Decree therein as
to this Honble Court shall seem meet

Fort St. George the 7th day of May 1839

This Bill was shewn to me between the
days of Adjournment set a Summons issued
Returnable next Court Day

Wm Webb
Mayor

My Dearest
Att. Complainant

Mayor's Court at
Madraspatnam

Tuesday the 23. Day of June
Anno Domini 1789

Present

William Webb Esquire Mayor
Edward Garrow and George Savage
Aldermen

S. L.

Mayor's Court

Between Subb Pillay of
Madras Merchant Complainant
and Jagannad Shanker of the same
Place Merchant Defendant

It Appearing by the Records of this Court that the
Usual Rules have issued for the Defendant to answer the Complainant's
Bill which he has neglected doing This Court doth therefore think
fit to Order and Decree and doth Accordingly Order and Decree
that the Defendant shall pay unto the Complainant the full
and just sum of Two Thousand One Hundred and Twenty Two
Pagodas 2120-00 together with all such Interest as now is
or shall hereafter become due thereon untill full payment is
Made also all Costs of this Suit

R. M.

Filed the 23. June 1789

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your
Orator Audiapaa h. Modelly of Madras Inhabitant that Paramaswami
this same place Inhabitant stands justly and truly indebted unto Your
Orator in the full and just sum of Forty Star Pagodas Current Money of
Madras Making in thating Money of Great Britain at the rate of
Shillings for every Pagoda the sum of Sixteen Pounds as will more fully and
at large appear by Copy of Translation of a Mortgage Poudor Obligation
herewith Annexed for the Inspection of this Honble Court and which Your
Orator Prays may be admitted as part of this his Bill of Complaint the
Original of which is in Your Orator's Possession and ready to be produced
when required Your Orator further Sheweth unto this Honble Court that
the said Paramaswami and by the said Mortgage Poudor Obligation
bearing Date the Tenth day of April in the present Year of Our Lord One
Thousand Seven hundred and Eighty Nine become bound well and truly
to pay Cause to be paid unto Your Orator the said sum of Forty Star Pagodas
and did further agree in and by the said Mortgage Poudor Obligation
that in default of Payment of the said sum of Forty Star Pagodas Your Orator
might and should prosecute him the said Paramaswami in this Honble
Court as will appear on Reference to the Translation of the said Mortgage
Poudor Obligation herewith Annexed Your Orator further Sheweth unto
this Honble Court that in the Charter Granted by his late Majesty George
the second to the Honble United Company of Merchants of England trading
to the East Indies bearing Date the Sixth day of January which was in the
Year of Our Lord One thousand Seven hundred and fifty Two it is Expressly
Declared and Provided that it shall and may be Lawfull for this Honble Court
to hear and Determine all Civil Suits or Pleas between any of the Indian
Natives that shall or may arise or happen within the Town of Madraspatnam

in Witness whereof the Factor or Subordinate to the Lord George provided that both parties shall by Consent submit their cause to the Determination of this Honble Court Your Orator further sheweth unto this Honble Court that in the said Mortgage Bond or Obligation is inserted a clause by the Consent and Agreement of the said Paramasew which in every Respect conforms both in Letter and Spirit to that part of His Late Majesty's Charter respecting India Native heretofore Recited by which Your Orator is enabled and rendered fully Competent and Legally Qualified to prosecute this Your Orator's Suit in this Honble Court against the said Paramasew Your Orator further unto this Honble Court that the said Paramasew hath not nor hath any One for him paid or caused to be paid unto Your Orator or unto any One for Your Orator's use either the whole or any part of the money due and owing on the said Mortgage Bond or Obligation Your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable Manner requested Payment from the said Paramasew of the said sum of Forty Star Pagodas.

But now it is May it Please this Honble Court that the said Paramasew obstinately and wilfully refuses to Pay the said or to give Your Orator any manner of Satisfaction touching the Principal Your Orator therefore Prays a General Relief in that this Honble Court shall appear Agreeable to Equity and good Conscience to the End therefore that the said Paramasew may upon his Corporal Oath full true Direct and perfect Answer make to all and singular the matters and things herein before set forth and Alleged as fully truly Perfectly and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly the said sum of Forty Star Pagodas with all due Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May

May it Please this Honble Court to cause the said Paramasew to be Summoned and Required by the Sheriff of the Lord George Town of Madras to appear and the District thereof Personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court Fixed and Appointed there and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as this Honble Court shall think Meet.

23. June 1789

This Bill was shown in the days of Adjournment to a Summons issued returnable Next Court Day Wm Webb Mayor

L. Lopham
Att'y for Complainant

Translation of a Mortgage Bond Dated the 11th of June 1789 to Anno Domini 18. April 1789

I Paramasew son of Tero Vincata Modelly of Madras do give this Mortgage Bond to Andayab Modelly son of Kunnayab Modelly of the same place that is to say.

I have borrowed and received of You the sum of 40 Forty Star Pagodas Current Money of Madras on the Mortgage of 2 1/2 Two and a Quarter Cawnies of Ground situated at Kulpaukumbuthottu Prodie Shingleroyah Modelly's Garden and North to the Village which is Sum I do hereby Engage to repay You on or before the 10th day of November 18. June next with all due Interest as shall become due thereon at the rate of 12. per Cent per Annum full of which You are hereby empowered to recover Your Money by disposing the Mortgage Premises by Auction in the Honble the Mayor's Court Thus I have given You this Mortgage Bond with my free will and Consent Witnesses Subramanyam Modaliar and Kunnayab Modaliar by their knowledge this

Mortgage Bond was Drawn by Vottayar Chocalingum.
Witnesses
Subramanyam
The Malabar
Signed Ranganadom
Lopham
Att'y Compt

Mayor's Court at
Madraspatnam

Tuesday the 30th Day of June
Anno Domini 1789

Present
William Webb Esquire Mayor
Josias DuBois Esquire and Andrew Ross
Aldermen

Between Madraspatnam
Modell of Madras Inhabitant
Complainant and Paragon of
the same place Inhabitant Defendant

The Defendant being in Court and Answering
to the Justice of the Complainant's 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 & Pagodas 40. together with all such
Interest as now is or shall hereafter become due thereon until full payment
is made also all Costs of this Suit

Q. R. W.

Filed the 16th May 1789

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orators Benjamin Mee and Thomas Cotton of Calcutta
in Bengal Esquires by their Attornies William Balfour John Spalbring and
Oleiver Cott of Fort Saint George Merchants and Copartners that Patrick
Mc Intyre formerly of Bengal Merchant and since of Madras and
now of Bombay or else where stands indebted unto Your Orators in or
the full and just Sum of Twenty thousand four hundred and fifty
seven Star Pagodas Nineteen fanams and Sixty Cash Current Money
of Madras making in Sterling Money of Great Britain at the
rate of Eight Shillings for every Pagoda the Sum of Eight thousand
One hundred and Eighty two Pounds Nineteen Shillings and Eight
Pence or thereabouts as will more fully and at large appear by the
Copy of the Attested Copy of an Indenture entered into between
Adam Turnbull and Patrick Mc Intyre of the One Part and Your
Orators of the Other Part and by the Copy of the Power of Attorney of
Your Orators to the said William Balfour John Spalbring and Oleiver Cott
as also Copy of an Account Current hereunto annexed for the Inspection of
this Honble Court, and which are prayed to be taken as part of this Your
Orators Bill of Complaint the Attested Copy of the said Indenture together
with the Attested Copies of two former Title deeds of the Ship Henry which
are now Mortgaged to Your Orators as also the said Original Power of
Attorney and Account Current are in the Possession of Your Orators said
Attornies and ready to be produced to this Honble Court when required
and Your Orators shew unto this Honble Court that they have lent
and advance unto the said Patrick Mc Intyre and Adam Turnbull
then a Partner with him the Sum of Sixty three thousand one hundred
and

and Eighty six Sica Rupees Thirteen Annas and One Pice for securing the Payment whereof the said Adam Turnbull and Patrick Mc Intyre did a Mortgage and Assign over unto Your Orators the aforesaid Ship Henry whereof George Gallanway is now Commander together with her Stores &c. as also the Policy of Insurance on the said Ship as by the said Indenture herunto Annexed may appear Your Orators further shew that they have since Paid and Advanced for Account of the said Adam Turnbull and Patrick Mc Intyre the Sum of Three Thousand and Six hundred Sica Rupees for the Premium of Insurance on the said Ship Henry from Bombay to Canton and a further Sum of Three Thousand and four Hundred Rupees ten Annas and three Pice from Batavia to Bombay as by the said Account Current herunto Annexed may appear which said Sum of Three Thousand and Six Hundred Sica Rupees and Three Thousand and four Hundred Rupees ten Annas and three Pice Your Orators have been obliged to pay for the better securing unto them the Value of the said Ship so Mortgaged unto them against any Risk by Sea or other Accident and Your Orators shew that the said Adam Turnbull and Patrick Mc Intyre have not nor hath either of them paid unto Your Orators or anyone for their Account the said Sum so owing to them as aforesaid or any Part thereof nor have they or either of them given unto Your Orators or either of them any Satisfaction whatever Touching the Premises Your Orators therefore pray a General Relief such as to this Honorable Court shall appear agreeable to Equity and good Conscience. To the End therefore that the said Patrick Mc Intyre may upon his Corporal Oath full true direct and Perfect Answer make to all and singular the Matters and things herein before set forth and alleged as fully truly and effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that the said Patrick Mc Intyre may particularly set forth whether

whether Your Orators did not lend and Advance unto him and the said Adam Turnbull the several Sums of Money as specified in the Account & herunto Annexed and whether the said Adam Turnbull and Patrick Mc Intyre did not for the Security of Your Orators said Money enter into and execute the Indenture Copy whereof herunto Annexed and whether the said Adam Turnbull and Patrick Mc Intyre or either of them for their Account hath since paid or satisfied all or any part thereof and whether the said Adam Turnbull was not then a Partner with the said Patrick Mc Intyre and whether the said Patrick Mc Intyre is not at Present liable to the Payment of the whole of the said Sum of Twenty Thousand four hundred and fifty Seven Pagodas Nineteen fanams and Sixty Cash together with all charge and Interest from the respective Days whereon the said several Sums specified in the said Account have been severally paid and that he may be Decreed to pay unto Your Orators the aforesaid Sum of Twenty Thousand four hundred and fifty Seven Nineteen fanams and Sixty Cash with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit &c.

May it Please this Honorable Court to Cause the said Patrick Mc Intyre to be summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honorable Court at a certain time and place to be by this Honorable Court prefixed and Appointed then and there to answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet.

This Bill was shewn to me between the days of adjournment - Let a summons issue returnable Next Court Day

Madras 16th May 1784.

Wm Webb
Mayor

Ropham
Attorney for Complaint

I Phineas Hall Notary Public dwelling and practicing in Calcutta at Fort William in Bengal for that purpose duly sworn Do hereby Certify and Attest that the Annexed Paper Writings are true & Copies of an Indenture made Between Adam Turnbull and Patrick Macintyre of Calcutta at Fort William in Bengal Merchants of the One part and Benjamin Mee and Thomas Cotton of the same place Gentlemen of the other part bearing date the Twenty fifth day of August in the Twenty eighth Year of the Reign of Our Sovereign Lord George the Third of Great Britain France and Ireland King Defender of the Faith and so forth and in the Year of Our Lord One Thousand Seven Hundred and Eighty eight; of a Receipt thereupon endorsed and of a certain Note a Letter and Drafts thereunto Annexed Carefully Collected by me with the Originals which were exhibited to me for that purpose.

L.S.

In Faith and Testimony
whereof I have hereunto set my hand
and Seal of my Office this Second
day of February in the Year of Our
Lord One Thousand Seven Hundred
and Eighty Nine.

Phineas Hall
Notary Public

True Copy

W. Popham

This Indenture Made the Twenty fifth day of August in the Twenty Eighth Year of the Reign of Our Sovereign Lord George the Third of Great Britain France and Ireland King Defender of the Faith and so forth in the Year of Our Lord One Thousand Seven Hundred and Eighty Eight Adam Turnbull and Patrick Macintyre of Calcutta at Fort William in Bengal Merchants of the One part and Benjamin Mee and Thomas Cotton of the same place Gentlemen of the other Part Whereas in and by a Certain Indenture bearing date the Twenty sixth day of December in the Year of Our Lord Christ One Thousand seven Hundred and Eighty six made between John Pelling of Calcutta in the Province of Bengal Merchant Charles Child of the same place Merchant John Wylthe of the same place Merchant the Honorable & Lockhart Gordon of the same place Esquire Thomas Redhead of the same place Merchant and William Stanning of the same place Esquire the then Committee duly elected and appointed of a certain Insurance Company or Society at Calcutta aforesaid called and known by the Name of the Calcutta Insurance Company for and on behalf of themselves and the other Members of the said Insurance Company or Society of the one Part and Adam Turnbull of Calcutta aforesaid Merchant of the other Part, It was witnessed that for and in Consideration of the Sum of Forty six Thousand Seven Hundred and lawful Money of Bengal to them the said John Pelling Charles Child John Wylthe Lockhart Gordon Thomas Redhead and William Stanning for the use of themselves and the other Members of the said Insurance Company or Society in hand paid by the said Adam Turnbull at or before the Sealing and Delivery of the said Insurance the receipt whereof is thereby acknowledged they the said John Pelling Charles Child John Wylthe Lockhart Gordon Thomas Redhead and William Stanning for themselves and the

the said Insurance Company or Society and each and every of them did & grant bargain sell assign transfer and set over unto the said Adam Turnbull his Executors Administrators and Assigns the good Ship or Vessel called the *Dudley* of the Burthen of Tons or thereabouts and whereof George Gallonay was Master then lying and being in the River Stoughly together with all and singular the Masts Sails Sail Yards Anchors Cables Ropes Boards Boats Oars pieces of Ordnance Guns Gun Powder Shot Tackle apparel Beggining Ammunition provision and furniture whatever to the said Ship or Vessel belonging or in any wise appertaining To have and To hold the said Ship or Vessel Called *Dudley* & all and singular other the Premises thereby granted bargained sold assigned transferred and set over or meant or intended to be with their and every of their appurtenances unto the said Adam Turnbull his Executors Administrators and Assigns for ever And Whereas the said Ship *Dudley* is the sole property of the said Adam Turnbull and Patrick Macintyre and is at present called and known by the Name of the Ship *Henry* which Ship *Henry* they the said Adam Turnbull & Patrick Macintyre have caused to be insured in the Bengal Insurance Company in the Name and Firm of Turnbull and Macintyre in the Sum of Ninety Thousand Sicca Rupees from Bombay to Canton with liberty to touch at the intermediate Ports And whereas they the said Adam Turnbull and Patrick Macintyre stand indebted to the said Benjamin Mee in the Sum of Sicca Rupees Forty two thousand two hundred and Sixty One four Annas and Seven Pice on Account of the Acceptances which are herewith Annexed and in a further Sum of Sicca Rupees two thousand four hundred and four on Account of the Premium of Insurance on the said Ship *Henry* Making together the Sum of Sicca Rupees Forty four thousand Six hundred and Sixty five four Annas and Seven Pice - And Whereas they also stand

Indebted

Indebted unto the said Thomas Cotton in the Sum of Sicca Rupees Fourteen Thousand three hundred and twenty One Eight Annas and Six Pice on Account of other acceptances which are herewith Annexed and in a further Sum of Sicca Rupees One thousand and two hundred on Account of the Premium of Insurance on the said Ship *Henry* making together the Sum of fifteen thousand five hundred and twenty One Sicca Rupees Eight Annas and Six Pice which Sum of Sicca Rupees Forty four thousand Six hundred and Sixty five four Annas and seven Pice due to the said Benjamin Mee and the Sum of Sicca Rupees fifteen thousand five hundred and twenty one Eight Annas and Six Pice due to the said Thomas Cotton amount in the whole to the Sum of Sicca Rupees Sixty & Thousand One hundred and Eighty Six, Thirteen Annas and One Pice and Whereas they the said Benjamin Mee and Thomas Cotton at the request of them the said Adam Turnbull and Patrick Macintyre have agreed to lend and advance them the said Adam Turnbull and Patrick Macintyre the further Sum of Sicca Rupees three thousand one half of which Sum to be advanced by the said Benjamin Mee and the other half by the said Thomas Cotton for the repayment of the aforesaid Sum of Sicca Rupees Sixty thousand One hundred and Eighty Six Thirteen Annas and one Pice and the said Sum of Sicca Rupees three thousand & they the said Adam Turnbull and Patrick Macintyre have agreed to assign to them the said Benjamin Mee and Thomas Cotton the said Ship *Henry* and the Policy of Insurance on the said Ship in Manner herein after mentioned with which security for Payment they the said Benjamin Mee and Thomas Cotton are contented Now this Indenture Witnesseth that for the better securing the Payment of the said Sum of Sicca Rupees Sixty thousand One hundred and Eighty Six, Thirteen Annas and One Pice, and in Consideration of the Sum of Sicca Rupees three thousand Making together the Sum of Sicca Rupees Sixty three thousand One hundred and Eighty Six Thirteen Annas and one Pice which

which they the said Adam Turnbull and Patrick Macintyre do hereby acknowledge and their said of every part thereof doth acquit release and discharge the said Benjamin Mee and Thomas Cotton their and each of their Executors Administrators and Assigns and for divers other good and sufficient Causes and Considerations than the said Adam Turnbull and Patrick Macintyre hereunto Special Moving Have given granted assigned and set Over and by these presents Do give grant assign and set over unto them the said Benjamin Mee and Thomas Cotton their and each of their Executors Administrators and Assigns as well as the aforesaid Ship or Vessel called the Henry together with the Tackle Apparel Ammunition Artillery Ordnance Store Boats and furniture with all and singular other the appurtenances to the said Ship or Vessel belonging or in any wise appertaining & To have and To hold the said Ship or Vessel with her Tackle & apparel Ammunition Artillery Ordnance Store Boats and furniture and the said Instrument in writing or Policy of Insurance as aforesaid with their appurtenances unto the said Benjamin Mee and Thomas Cotton their Executors Administrators and Assigns for ever provided that if the said Adam Turnbull and Patrick Macintyre their or either of their Executors Administrators and Assigns do and shall Mee and Thomas Cotton their Executors Administrators or Assigns the full sum of Sixe Rupees Sixty three thousand one hundred and Eighty six thirteen Annas and One Pice of good and lawful Money of Bengal together with Interest for the same at and after the rate of Twelve per Cent per Annum on the first day of January next ensuing the Day of the date of these Presents without any deduction

deduction or or abatement out of the same for or in respect of any outgo repairs repairs wages Duties Charges Appointments payments or other matter Cause or thing whatsoever charged or imposed or to be charged or imposed upon the said Ship or Vessel or upon them the said Benjamin Mee and Thomas Cotton their Executors Administrators or Assigns or any of them for or in respect thereof then and in such Case and at all times from thenceforth these presents and the Term and Estate hereby granted and every Clause and Covenant herein contained shall cease determine and be utterly void to all Intents and purposes any thing herein contained to the contrary thereof in any wise Notwithstanding And also that they the said Adam Turnbull and Patrick Macintyre at the time of the inscaling and delivery of these presents have in themselves good right full power and lawful and absolute Authority to grant and Convey the said Ship or Vessel with all and singular other the premises with their and each of their appurtenances in manner aforesaid unto them the said Benjamin Mee and Thomas Cotton their Executors Administrators and Assigns according to the purport true intent and meaning of these presents And further that it shall and may be lawful to and for the said Benjamin Mee and Thomas Cotton their Executors Administrators and Assigns from time to time and at all times promised after default shall happen to be made for in payment of the said Sum of Sixty three thousand one hundred and Eighty six Rupees thirteen Annas and One Pice with Interest as aforesaid or any part thereof contrary to the form and effect of the aforesaid proviso and Covenant for the payment thereof peaceably and quietly to enter into and upon have hold use occupy possess and enjoy the said Ship or Vessel called the Henry together with all such Policy or Policies of Insurance and all and singular other the premises with their and every of their appurtenances and to receive and take the earnings issues and Profits thereof and of every part

part and parcel thereof from thence forth for ever without the lawful
let hind trouble denial eviction or interruption of or by them the said
Adam Turnbull and Patrick Macintyre their Executors Administrators
or Assigns or of or by any other person or persons lawfully claiming or to
claim by from or under them or either of them or in trust for them or as
either of them or otherwise howsoever and that free and clear and freely
and clearly acquitted acquitted and discharged or otherwise by them
the said Adam Turnbull and Patrick Macintyre their Heirs Executors
and Administrators well and sufficiently have defended kept harmless
and indemnified of from and against all and singular former and
other grants bargains sales Mortgages Estates titles troubles charges and
incumbrances whatsoever had made done committed occasioned or
suffered, or to be had made done committed occasioned or suffered by them
the said Adam Turnbull and Patrick Macintyre their Executors
Administrators or Assigns or by any other Person or Persons whomsoever And
Moreover that they the said Adam Turnbull and Patrick Macintyre
their Executors Administrators and Assigns and all and every other person
or persons having or lawfully claiming or which shall or may have or as
lawfully claim any Estate Right Title or Interest of into or out of the
said Ship or Vessel or such policy of Insurance or any part thereof
shall and will from time to time and at all times from and after default
shall happen to be made in payment of the said sum of five hundred
Sixty three thousand One hundred and Eighty Six, thirteen Annas and
one Pie with Interest thereon as aforesaid or any part thereof contrary
to the form and effect of the aforesaid provision and Covenant for payment
of the same upon every reasonable request and at the proper Costs and
Charges in the Law of them the said Benjamin Mee and Thomas
Cotton their Executors Administrators and Assigns make do and execute

or cause and procure to made done and executed all and every such further and other lawful and reasonable act and acts Deeds Conveyances and Appearances in the Law whatsoever for the further better more perfect and Absolute granting conveying and Appowing the said Ship or Vessel with her Tackle apparel Ammunition Artillery Ordnance stores and Furniture and such Policy or Policies of Insurance unto them the said Benjamin Mee and Thomas Cotton their Executors Administrators and Assignes for ever discharged of the aforesaid Provisoer for Redemption thereof or any Equity thereupon as by them the said Benjamin Mee and Thomas Cotton their Counsel learned in the Law shall be reasonably advised devised or required And it is lastly declared and agreed by and between the said Parties to these Presents that in the mean time and until default shall happen to be made of or in payment of the said Sum of Sixe Pounds Sixty three thousand one Hundred and Eighty six Thirteen Annas and one Pence and Interest or some part thereof contrary to the form and effect of the aforesaid Provisoer and Covenant for Payment of the same it shall and may be Lawful to and for the said Adam Turnbull and Patrick Macintyre their Executors Administrators and Assignes peaceably and quietly to have hold occupy possess and enjoy the said Ship or Vessel called the Henry and to Receive and take the earnings and profits thereof and of every part and parcel thereof to and for their own use and benefit without the Lawful let Suit Trouble or interruption of or by them the said Benjamin Mee and Thomas Cotton their or either of their Executors Administrators or Assignes or of or by any other person or persons lawfully claiming or to claim by from or under them or either of them In Witness whereof the said Adam Turnbull hath hereunto set his hand and Seal the day and Year first above Written and the said Adam Turnbull for the said Patrick Macintyre by Virtue of a Letter of Attorney to him made by the said Patrick Macintyre bearing date the Twelfth day of December One thousand seven Hundred and Eighty five hath set the hand

and Seal of the said Patrick Macintyre and the said Benjamin Mee and Thomas Cotton have hereunto set their respective hands and Seals the day and Year first above Written.

Adam Turnbull (Seal) Pat. Macintyre (Seal) Benjn. Mee (Seal) Tho. Cotton (Seal)

Received the day and Year first within written of and from the within named Benjamin Mee and Thomas Cotton the sum of Seeca Rupees Sixty three Thousand One Hundred and Eighty Six Miteen Annas and One pie being the full Consideration Money within Mentioned to be paid by them to us.

Signed Sealed and Delivered where no stamps are not in use in the presence of

Adam Turnbull
Pat. Macintyre
Jas. Forbes
Tho. Jamplinton

Witness to the signing of Adam Turnbull in the name and as the Act and Deed of the within named Patrick Macintyre.
Registered this 12 day of January 1789.
Mem. Words 1486.
S. No. 15.
Edward Scrimgeour
Register

The within Indenture was Executed by Adam Turnbull of Calcutta Merchant the legal and constituted Attorney of the within named Patrick Macintyre for and in the Name and as the Act and deed of the said Patrick Macintyre and by the said Adam Turnbull Benjamin Mee and Thomas Cotton in the presence of

Jas. Forbes
Tho. Jamplinton.
Calcutta 6th June 1788. 244.
Two Months after date we promise to pay to William Luard Esq. or Order three Thousand Seeca Rupees for Value Received.
S. No. 3000.
Indorsed
W. Luard
Turnbull & Macintyre

Dear Sir
You have a Draft of P. Macintyres on me for 400. Rupees due this day in favor of Ramchunder but it is wrote short in Althamph Account with You please to Return it to him
13 Oct. 88
H. Turnbull

To Benjamin Mee Esq.
due 10/5 Oct. Calcutta 10 June 1788.

See Four Months after date pay to Ramchunder but or Order Four Hundred S. No. which please to place to my private Account your Obedt. Servant.

To Mr. Adam Turnbull
Calcutta
S. No. 400.
True Copy delivered Mr. Althamph Indorsed
A. T. (Signed) P. Macintyre

N^o 57. due 16/9 Aug. Calcutta 16 June 1788 @ 109.
Two Months after date please to pay me or my Order five Thousand Seeca Rupees for Value Received - William Macintosh Junior

S. No. 5000.
To Messrs. Turnbull & Macintyre. J. & M. J.
Junior
W. Macintosh Junior
N^o 57. due 14/5 Oct. Calcutta 12 June 1788 @ 109.

Four Months after date please to pay me or my Order Four Thousand Two Hundred fifty three Seeca Rupees and three Annas for Value received William Macintosh Junior
S. No. 4253. 3.
To Messrs. Turnbull and Macintyre J. & M. J.
Indorsed
W. Macintyre Junior

30 June
N^o 63. 3/6 Aug. 1 N^o 91.
S. No. 264. 10.
Calcutta 3 June 1788 @ 109.

Two Months after date please to pay to me or my Order Seeca Rupees Two Hundred and Sixty four and Ten Annas for Value delivered to You
To Adam Turnbull Esq. a. T. H. Stewart
Indorsed
H. Stewart
W. Macintosh Junior
Calcutta
N^o 58. due 4/7 August.

Calcutta 16th June 1788 @ 109.

Seven Weeks after date please to pay me or my Order Five Thousand Sica
Rupees for Value Received.

To Messrs Turnbull and Macintyre
Indorsed William Macintosh Junior
J. & M. I.

No 774

due 5th Aug.Calcutta 5th April 1788 @ 109.

Four Months after date please to pay me or my Order the sum of Five
Thousand Sica Rupees with Interest on the same at the rate of Twelve per Cent
per Annum for Value delivered on board the Ship Argyle Ship.

No 5000

To Messrs Turnbull & Macintyre
Indorsed William Macintosh Junior
J. & M. I.

William Macintosh Junior W. Luard & Stewart

Calcutta 27th August 1788.

To Months after date we promise to pay the proprietors of the Bengal
Bank or Order the sum of Ten Thousand five hundred and eighty Nine
Sica Rupees four annas and Six pice for Value Received.

Turnbull & Macintyre.

Aug. 23.

Calcutta 25th June 1788 @ 117.

To Months after date we promise to pay unto Mr. A. Davidson or Order
Sica Rupees One Thousand two Hundred and Ninety One ten Annas
and one Pice.

To No 1291 & 10/ balance of Account Current with him closed M. Int.

To Indorsed A. Davidson
Turnbull & Macintyre

No 60 due 25th Aug.Calcutta 16th June 1788 @ 109.

Seven Weeks after date please to pay me or my Order Six Thousand Seven
Hundred forty seven Sica Rupees and Twelve Annas for Value Received.

No 6747 12.

To Messrs Turnbull & Macintyre
Indorsed William Macintosh Junior
J. & M. I.

No 13. Ent.

Calcutta 4th June 17884th August.

Two Months after date we promise to pay to Mr. James Ephinstone or
Order Twelve Thousand Sica Rupees for Value in Account.

No 12000

Turnbull & Macintyre.

Indorsed James Ephinstone Peter Lyons

Calcutta 24th June 1788.

Two Months after date we promise to pay Messrs. Horsby & Co. or their
Order the sum of Five Thousand Sica Rupees with Interest at Twelve per
Cent per Annum for Value Received from them.

No 5000

Turnbull & Macintyre

No 61 } due 9th Aug.
No 40 }Calcutta 31st May 1788.

Ten Weeks after date please pay to us or our Order Eight Thousand
Sica Rupees for Value of

W. Luard

To Messrs Turnbull & Macintyre
Indorsed W. Luard
William Macintosh Junior

No 3000

Indorsed W. Luard

William Macintosh Junior

True Copy
Bopham

To all to whom these presents shall come Thomas Cotton and Benjamin Mee of Calcutta at Fort William in Bengal Esquires send greeting Wheras in and by a certain Indenture of Assignment bearing date the Twenty fifth day of August in the Year of our Lord One thousand seven hundred and Eighty Eight made between Adam Turnbull and Patrick Macintyre of Calcutta aforesaid of the One part and Benjamin Mee and Thomas Cotton of the same place Gentlemen of the other part Reciting as therein is recited It is by the said Indenture Witnessed that for the better securing the payment of the sum of Sixca Rupees sixty thousand one hundred and eighty six thirtien Annas and one pice and in Consideration of the sum of Sixca Rupees three thousand making together Sixca Rupees sixty three thousand one hundred and eighty six thirtien Annas and one pice the receipt whereof they the said Adam Turnbull and Patrick Macintyre did thereby acknowledge and thereof and of every part thereof did acquit release and discharge the said Benjamin Mee and Thomas Cotton their and each of their Executors Administrators and Assigns and for divers other good Causes and Considerations then the said Adam Turnbull and Patrick Macintyre themselves specially moving had granted Mee and Thomas Cotton their and each of their Executors Administrators and Assigns as well the Ship or Vessel called the Henry as the Policy or apparel Ammunition Artillery Ordnance Stores Boats and Furniture with all and singular other the Appurtenances to the said Ship or Vessel belonging or in any way appertaining with divers other Clauses previous Conditions and Agreements in the said Indenture contained Relation being thereunto had well full and at large appear and whereas it may be thought advisable for the benefit of the Concerned to

to sell and dispose of the said Ship in the said Indenture particularly mentioned and described on her arrival at the Port of Madras or any part of the Coast of Coromandel Now know ye that we the said Thomas Cotton and Benjamin Mee have made Ordained Constituted and appointed and by these presents Do make Ordain Constitute and appoint Messieurs Balfour Spalding and Co. all of Madras aforesaid Merchants jointly and severally our true and Lawful Attorney and Attornies for us and in our Names and to our use to sue for and prosecute at law or in Equity the said Adam Turnbull and Patrick Macintyre or either of them or any other persons or person in possession of the said Ship or Vessel in the said in part recited Indenture mentioned and to bring any Bill or Bills of foreclosure or any other action or actions Suit or Suits as shall be thought most proper to compel the Payment of the said sum of Sixty three thousand one hundred and eighty six Sixca Rupees thirtien Annas and one Pice and all Interests now due or which shall or may hereafter become due thereupon and for us and in our Names to receive the same and Releases discharges and other sufficient Acquittances to give for what they or he shall receive and full power to make any composition or touching the payment of the said Debt in the said hereinbefore recited Indenture mentioned and under them one or more Attorney or Attornies to appoint make and Substitute and to displace them or any of them and others in their room to substitute and to do or Cause to be done all such matters and things as shall be needfull and requisite for the recovery of the said debt in the hereinbefore in part recited Indenture of Assignment mentioned, ratifying allowing and Confirming and holding good and firm in Law whatsoever our said Attornies or either of them shall do or Cause to be done in & about the premises as fully to all intents & purposes whatsoever as we might or could do the same if we were personally present In Witness whereof the parties to these presents have hereunto set their hands and Seals this Eleventh day of April in the Year of our Lord One thousand seven hundred and Eighty Nine

Signed Sealed and Delivered in
Bengal (where no Stamps are in use or
to be had) in the presence of
B. Gordon

True Copy
B. Gordon

Thos. Cotton (L.S.)
Benj. Mee (L.S.)

891

1788	Aug 23	To Cash lent or advanced Mary by M ^{rs} M ^r M ^{r</}
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Filed the 22^d May 1879.

In the Honble the Mayor's
Court at Madraspatnam

Between Benjamin Mee and Thomas
Cotton by their Attornies William Bulfoer &
John Spalking and Oliver Colt.

vers
Patrick M. Intyre

The Affidavit of the above Named Oliver Bull one of the
Complainants Attorneys on

The Above Named Oliver Colt Maketh Oath and Saith, &
that the above Named Patrick Mc Intyre is Justly and Truly indebted unto
the above Named Benjamin Mee and Thomas Cotton in the Sum of Twenty
Thousand four hundred and fifty seven Star Pagodes Ninety pence
and Sixty Cash as stated in the said Account Current Annexed to the
Bill of Complaint filed in the above Cause on the Sixteenth day of this
Instant May and the Deponent further saith that the above Named
Patrick Mc Intyre hath been within the Jurisdiction of this Honorable
Court since the Cause of Action arose.

*Sworn to before me
this 22^d May 1889.*

Wm Webb
Mayor

Oliver Colby

Bopham
Atty for Complaint

Filed 23. June 1789.

To the Honble the Mayors
Court at Madraspatnam

Between Benjamin Mee and Thomas Cotton
of Calcutta in Bengal Esquires by their Attornies
William Balfour John Spalding and Oliver Colt of
Fort Saint George Merchants and Cooperators Complainers
And Patrick Mc Intyre formerly of Bengal Merchant
and since of Madras and now of Bombay or else
where - Defendant.

The Petition of the above Named Benjamin Mee and Thomas Cotton
by their said Attornies William Balfour John Spalding and Oliver Colt.

Sheweth

That Your Petitioners by their said Attornies did on the Sixteenth day
of May in this present Year of Our Lord One thousand Seven Hundred
and Eighty Nine file a Bill of Complaint in this Honble Court against
the above Named Patrick Mc Intyre for the recovery of the Sum of
Twenty thousand four Hundred and fifty seven Star Pagodes Minution
fanams and sixty Cash appearing due to Your Petitioners by the said
Patrick Mc Intyre and Adam Turnbull then a Partner with him and for
securing the Payment whereof the said Adam Turnbull and Patrick Mc
Intyre did Mortgage and Assign over unto Your Petitioners the
Ship Henry whereof George Gallaway is Commander together with her
Stores &c.

Your Petitioners further shew that on the Twenty third
day of May last Your Petitioners by their said Attornies did Obtain a
Writ of Sequestration from this Honble Court against the Goods Chattels
and Effects of the said Patrick Mc Intyre which said Writ being
directed to the Sheriff of Fort Saint George Town of Madraspatnam and

and the District thereof to seize upon and sequester the Goods Chattels and
Effects of the said Patrick Mc Intyre the said Sheriff did by Virtue thereof
seize upon the said Ship Henry then and now lying at Anchor in the Coals
of Madras and that the said Ship Henry hath remained under Sequestration
in the above Cause from the said Twenty third day of May last and still remains
into her manifest risk, and the loss of the Owners or others Concerned therein
as appears by an Affidavit of William Dickson and James Mayo Two
Commanders of Vessels well versed in sea facing Matters and the risk of the
Coals of Madras and the Advantages to be derived from the proper use of
Shipping for Freight at the different Seasons of the Year which Affidavit
hath been this day filed in this Honble Court - Your Petitioners shew that since
the Seizure as aforesaid the said Ship Henry hath parted from one Cable
and hath otherwise been damaged to the Injury of Your Petitioners and
others Concerned or interested therein &c.

Wherefore and for the Reasons stated in the said Affidavit
Your Petitioners pray this Honble Court that the said Ship Henry may be
sold by Public Auction and that the Proceeds remain in the Hands of the Accountant
General of this Honble Court for the benefit of the Cause &c.

Dopham
Atty for Petrs.

Oliver Colt one of the above Named Attornies Maketh Oath and
sweth that since the seizure of the said Ship Henry in the above Cause she hath
parted from one Anchor and hath Incurred an Expence above her Ordinary
Expences of Two thousand and Eighty two Pagodes and Twenty two fanams
being the Price of an Anchor and of Five thousand and Sixty four Pagodes
Twenty one fanams and forty Cash being the Price of a Cable and making
together the sum of Eight thousand and Forty seven Pagodes Eleven fanams
and Forty Cash -

Oliver Colt.

Sworn in Court this
23^d day of June 1789
James Taylor
Reg.

(835)
Filed 23 June 1789-1

In the Honble the Mayors Court at Madraspatnam

Between Benjamin Mee and Thomas Cotton of
Calcutta in Bengal Esquires by their Attornies
William Balfour John Spalding and Oliver Colt
of Fort Saint George Merchants and Copartners -
Complainants, and Patrick Mc Intyre formerly
of Bengal Merchant and since of Madras
and now of Bombay or else where - Defendant.

William Dickson Commander of the Ship Indus and James Mayo
Commander of the Snow Maria both now at Anchor in the Roads of Madras
severally make Oath and say that they are of opinion that the Ship Henry
now lying at Anchor in the said Roads and whereof George Gallaway is
Commander and which these Deponents have been informed has been seized
by Virtue of a Writ of Sequestration in the above Cause cannot be anchored in it
the said Roads for four or five Months more without incurring more risk
than if she was at sea the said Ship being hourly in danger of other Ships
driving on board of her, or she driving on board of other Ships
the risk which there always is of driving on shore.

These Deponents further say that from experience a Ship of
the Size of the said Ship Henry incurs a Monthly expense of three thousand
Rupees or thereabouts including the Appointments of the Commander, Officers
and Ships Company and without including the Interest on the block of the
Ship - These Deponents also believe that was she to remain in the Roads for
four or five Months more the said Ship will be much reduced in Price as
Tonnage is now much wanted at Madras and of course she will sell which
will not be the Case in three or four Months more because all the Cotton
which is now at Madras will probably be sent away before the expiration of

of that Period - These Deponents further say that it is Probable that in the
Course of many Months her Cables may be totally spent, her Anchors lost or
her Bottom much Wormeaten and the Rigging much damaged - that under
the Circumstances above stated these Deponents are of Opinion that the sooner
the said Ship Henry is sold the better it will be for those concerned therein -

Sworn in Madras
this 16th day of June 1789.
Before Me Wm Webb
Mayor.

W. Dickson
Jas. Mayo
Bopham
Atty. for Comptt.

Filed 27th June 1789/

In the Honble the Mayors Court at Madraspatnam

Between Benjamin Mee and Thomas Cotton
by their Attornies William Balfour John Spalding
and Oliver Colt - Complainants and Patrick
Mc Intyre Defendant.

The Affidavit of the said Oliver Colt and of Henry Dufay -

The above named Oliver Colt Maketh Oath and saith that he
received the two Annexed Letters signed severally A. Turnbull and Turnbull
& Macintyre in the one from the above named Benjamin Mee and this
Deponent hath always understood that the above Defendant Patrick Macintyre
and Adam Turnbull are and have been Copartners in Trade and Henry Dufay
one of the Attornies of this Honorable Court Maketh Oath and saith that he is
acquainted with the hand Writing of Adam Turnbull and that the two
Letters herewith annexed appear to the said Henry Dufay and he believes
them to be the proper hand Writing of the said Adam Turnbull -

Sworn in Court
this 27th day of June 1789.
James Taylor
Scriber

Oliver Colt
H. Dufay
Bopham
Atty. for Comptt.

(839)

June 27th June 1789

To the Honble the Mayor's
Court at Madraspatnam

The Affidavit of George Gallaway of Madras
Mariner &

The Above Named George Gallaway Commander of the
Ship Henry, now under the Seal of the Sheriff upon two several
Sequestrations issuing out of this Honble Court Maketh Oath and
saith, that the said ship is indebted unto him and the other Officers
and Mariners of the said ship, for Pay and Wages up to the Thirtieth
day of this present Month of June, in the sum of Two Thousand and
Twelve Pagodas according to the Exchange of 350. R. for 100. Pagodas
as appears by the Account thereof hereunto Annexed &

Madraspatnam

Sworn to in Court
this 27th June 1789

James Taylor
Reg^r

George Gallaway

(840)

Extract from the Minutes of Court Held at the Town Hall on
Saturday the 27th day of June Anno Domini 1789

Present
William Webb Esquire Mayor
James Call - Edward Garrison
George Savage - Josias Duffie Porcher
Andrew Rofs - Robert Mitford
James Landon and John Mitford

Aldermen

Benjamin Mee and Thomas Cotton by their Attorneys William Balfour John Spalding
and Oliver Colt -

vers.
Patrick M. Antyore

Affidavit Read

Bill Read

Affidavit of Oliver Colt Read

Petition of the Complainants Read

Affidavits of William Dickson and James Mayo Read

Ordered that the Ship Henry which has been seized by virtue of a Warrant
of Sequestration issued in this Cause be sold by the Sheriff, and the Amount produce
thereof be deposited in the Company's Cash in the Name of the Accountant General
untill the further Order of this Court.

Petition of Captain George Gallaway Read and filed - Affidavit of Captain
Gallaway sworn to in Court Read and filed this day

Ordered with consent of M^r Oliver Colt one of the Complainants Attorneys
that the Sheriff do pay unto Captain George Gallaway out of the produce of the
Ship Henry the sum of Two Thousand and Twelve Pagodas being the Amount
sworn to be due to the said Captain George Gallaway the Officers and Mariners

of

of the said Ship Henry and it is Ordered that the Sheriff to pay in the Remainder of the produce of the sale of the Ship Henry into the Company's Cash in the Name of the Accountant General subject to the further Order of this Court.

Filed 7th May 1784/

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Desvalje Godaun Hoosain Saib of Madras Inhabitant that Bahur Mahomed of the same place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Three Hundred and thirteen Pagodas Twenty two fanams and thirty three Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and twenty five Pounds Seven Shillings and Six Pence or thereabouts as well mortgaged and at large Apppear by Copies of a Mortgage Bond with a Covenant to sue for and recover the same in this Honble Court and an Account Current herunto annexed for the inspection of this Honble Court and which Your Orator prays maybe Admitted as part Possession and ready to be produced whenever this Honble Court shall be pleased to require - And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Honorable Manner requested Payment from the said Bahur Mahomed of the said Sum of Three Hundred and thirteen Pagodas twenty two fanams and thirty three Cash -

But now so it is May it Please this Honble Court the said Bahur Mahomed Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore

therefore prays a General relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that that the said Bahur Mahomed may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before set forth and alleged as fully truly and effectually to all intents and purposes as if the same were herein again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Three Hundred and thirteen Pagodas twenty two fanams and thirty three Cash with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said Bahur Mahomed to be Summoned and required by the Sheriff of Fort Saint George & Town of Madraspatnam and the District thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

This 7th day of May 1784.

This Bill was shewnto me in
the days of Adjournment let
a summons issue returnable
Next Court Day Wm Webb
Mayor.

Wm Webb
My for Compl^t.

Translation of a Mortgage Bond Dated 23rd Alhij of Madras Year 1188
to Anno Domini 3rd November 1788

I Bahur Mohamed son of Chinamamur Master of Madras does
give this Mortgage Bond to Mostah Pitta Daurjee Goolam Hoosain Sahib
of Moor East of the same place - that is to say -

In consequence of my urgent Occasion I have Mortgaged to
You the Choultry Bill of Sale of my House and Ground situated at Duire Pillai
in Paltia Sarangi Street in West Lane - North to Bauman Labby Sarangi House
and South to Paltia Sarangi House - and borrowed and received of You the
sum of (309 3/4) Three hundred and Nine and three quarter Annas Pagodas
Current Money of Madras which I do hereby engage to repay You on or before
the 30th May or 10th February 1789 next - with all such Interest as shall or may
become due thereon at the rate of 12th Cent of Annam - And full of which I do
are hereby empowered to prosecute in the Noble the Mayor's Court and recover
Your Principal and Interest together with the Charges attending thereto -
I further engage to make You Satisfaction without disputing by filing
Demurrer Plea and Answer in the Noble Court that I have given You this
Mortgage Bond of the Choultry Bill of Sale of my House with my free and
Consent Witnesses Caucayambachum Yamanah Mondellias and Sommo &
Colle Narsoo by their Knowledge this Mortgage Bond of the Choultry Bill of
Sale of my House was drawn by Appraiser -

Witnessed / signed /
Yamanah
Caucayambachum
Sommo Colle Narsoo -
Received in part this Day Pagodas 14
& by means of Bookish. 10

Mahid Bahur Mohamed
True Translation as near as can be from the
Malabar Language -
Signed / Ranganadom
Tanner Copy
J. Stuart Hall
Atty for Compt.

Dr. Bahur Mohamed in Account Current with Daurjee Goolam Hoosain Sahib

1788 Nov. 3	To the Amount of Your Mortgage Bond bearing Date this Day -	309 3/4	1788 Nov. 3	By Cash Received in part Principal -	4
1789 May 3	To Interest on 20 to this Day is 6 Months @ 12 th Cent of Annam -	18 16 1/2	1789 May 3	By 20 - Do by means of Bookish -	10
		328 14 1/2		By Interest on 209 3/4 - is 6 th @ 12 th of Cent of Annam -	11 35
				By 20 on 209 3/4 - is 6 th @ 12 th of Cent of Annam -	24 1/2
				By Balance due -	328 14 1/2
					343 22 33
					328 14 1/2
					328 14 1/2

Madras 3rd May 1789 -
Errors Excepted if signed /
Daurjee Goolam Hoosain Sahib
Witnessed /
J. Stuart Hall
Atty for Compt.

Mayor's Court at
Madraspatnam } Tuesday the 30th day of June
Anno Domini 1789

L: S.

Present
William Mobb Esquire Mayor
Josias Dufre Porcher and Andrew Ross
Aldermen

Between Davidjee Goodaum Hoofiaaiah
of Madras Inhabitant Complainant and Pakker
Mahomed of the same place Inhabitant Defendant.

It Appearing by the Records of this Court that the usual
rules have issued for the Defendant to answer the Complainant's Bill which he
has neglected doing This Court doth therefore think fit to Order and Decree that the
Defendant shall pay unto the
Complainant the full and Just Sum of Three Hundred and Ninety Eight Pagodas
Twenty two Fanams and thirty three Cash (Pag. 313. 22. 33) with all such
Interest as now is or shall hereafter become due thereon untill full payment is made
also all Costs of this Suit.

And

Filed the 3rd June 1789/

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble
Court Your Orator Shyapudam of Madras Inhabitant that Andayapautham of
the same place Inhabitant stands justly and truly indebted unto Your Orator
in the full and just Sum of Twenty Seven Pagodas Twenty One fanams and fifty
Cash Current Money of Madras making in sterling Money of Great Britain
at the rate of Eight Shillings for every Pagoda the Sum of Ten Pounds Nineteen
Shillings and Eight Pence or thereabouts as will more full and at large appear
by Copies of a Bond with Covenant to sue for and recover the same in this
Honble Court, and an Account Current herunto annexed for the Inspection of
this Honble Court - and Your Orator begs leave to refer and Prays the same
may be taken as part of this his Bill of Complaint the Originals whereof are in
Your Orator's possession and ready to be produced when Required - And your
Orator further sheweth unto this Honble Court that he hath frequently and in
an amicable Manner Requested Payment from the said Andayapautham of the
said Sum of Twenty Seven Pagodas Twenty one fanams and fifty Cash

But now so it is May it please this Honble Court the
said Andayapautham Obstinately and willfully refuses to pay the same or to
give Your Orator any Manner of Satisfaction touching the Promise Your Orator
therefore prays a General Relief such as to this Honble Court shall appear
agreeable to equity and good Conscience To the End therefore that the said
Andayapautham may upon his Corporal Oath full true direct and perfect
answer Make to all and singular the Matters and things herein before set forth
and Alleged as fully truly and effectually to all Intents and purposes as if the
same were here again Repeated and particularly Interrogated and that he may
be decreed to pay unto Your Orator the aforesaid Sum of Twenty seven Pagodas
Twenty

Twenty one pawns and fifty Cash with all such Interest as now is or shall hereafter may become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Andrapaitham to be summoned and required by the Sheriff of Fort Saint George Town of Madras to appear before this Honble Court at a certain time and place to be by this Honble Court specified and Appointed there and there to answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

July 3. 1789.

This Bill was shown to me in the days of Adjournment Let a summons issue returnable Next Court Day.

Wm Webb
Mayor

Edward Hall
Atty for Compt.

Translation of a Bond dated 15th Margashy of Ravaga Year Answering to 4th Anno Domini 25th December 1787.

I Andrapaitham son of Condapah Gramany of Madras have in consequence of my urgent occasion borrowed and received of the said son of Pillai Coorpana Madallier the sum of (33) thirty three star Pagodas Current Money of Madras which I have hereby engaged to repay You on or before the 30th Thage of Madaca Year or 10th February 1789 with all such Interest as shall or may become due thereon at the rate of 10% per Cent per Annum. In default of which You are hereby empowered to recover it by Prosecuting me in the Court - Thus Andrapaitham have give this Bond to the said Gramany by their knowledge this Bond was given by Sathramany son of Pandan Venkatach Gramany.

Signed Coorpana Madallier
witnessed. Nannay Gramany
15th Chithira of Ravaga Year or
15th April 1789 received from
Andrapaitham Page 3.

True Translation as near as can be from the Malabar Language
Edward Hall
Atty for Compt.

848

Andrapaitham in Account Current with the said Andrapaitham

1787		1788		1789		1790	
Dec 25	To the Amount of Year Bond bearing date to this day	33	"	Dec 25	By these that from 25 th Decr 1787 to the 25 th October 1788 is	10 Months @ 10 pawns per Month being 100 pawns Exchange	2. 10
June 2	To Interest on 30 to this day is 7 th 7 th @ 12 per Cent	5. 33. 20		June 2	By Cash received	@ 15. per Cent per Annum	38
		38. 33. 20		April 27	By 30		8
				June 2	By Interest on 30 to this day is 3 @ 12 per Cent per Annum		11. 3. 1
					By Balance due		5. 50
							11. 8. 50
							27. 21. 50
							38. 33. 20

Pagodas

Pagodas

Madras: from 1789.
Errors Excepted Mark of Andrapaitham
Edward Hall
Atty for Compt.

Twenty one pawns and fifty Puch with all such Interest as now is or shall hereafter may become due thereon also all Cost of this Suit

May it Please this Honble Court to Grant the said Rudrapatham to be Summoned and required by the Sheriff of Fort Saint George Town of Madras within time and place to be by this Honble Court specified and Appointed there and there to answer the said Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as this Honble Court shall deem Meet.

July 3. 1789.

This Bill was shown to me in the days of Adjournment Let a summons issue returnable Next Court Day.

Wm Webb
Mayor.

Edward Hall
Att'y for Compt.

Translation of a Bond dated 15th Margashy of Ravaga year answering to 25th Anno Domini 25th December 1787.

I Rudrapatham son of Condappa Gramany of Madras have in consequence of my urgent occasion borrowed and received of Subbaulam son of Palali Coorpana Madallor the sum of (33) Thirty three star Pagodes Current Money of Madras which sum I do hereby engage to repay You on or before the 30th Mase of Kudaca year or 10th February 1789 with all such Interest as shall or may become due thereon at the rate of 10% per Cent per Annum. In default of which You are hereby empowered to recover by & Prosecuting me in the Court - This Rudrapatham have give this Bond to Subbaulam Gramany by their knowledge this Bond was drawn by Subramanyam son of Pandara Venkatesh Gramany.

Mitrophi

Signed Prudaly Parasaram
washed. Namany Gramany
15th Chitra of Venuya year or
27th April 1789. received from -
Rudrapatham Pag. 3.

True Translation as near as can be from the Madalor
Language
Edward Hall
Att'y for Compt.

848

Rudrapatham in Account Current with Subbaulam

Date	Particulars	P	A	P	A
1788	25 th Dec. 1787 to the 25 th Dec. 1788. is				
	10 Months @ 10 pawns per Month being 100 pawns Exchange			2	10
	@ 15 p. of Pagoda is				38
	By Cash received			8	
1789	By 27 th Dec. 1788			11	3
	By 2 nd Jan. 1789			5	50
	By 2 nd Jan. 1789 to this day is 3 @ 12 p. per Cent per Annum			11	8.50
	By Balance due			27	26.50
					38 33.20
					38 33.20

Pagoda

Pagoda

Madras 2nd June 1789
Errors Excepted Mark of Subbaulam
Edward Hall
Att'y for Compt.