MAYOR
COURT

VOC – II

VOC No – 27 – A

Nagpur Court. Co

VOC NO 27-A

V – II

10

1773

Mrs. Bellamy shewn to answer
the Days of Adjournment Sd. to Summons
Non shewn returnable to next Court Day
John McPherson
Mayor

Mayor's Court
Madraspatnam

Tuesday the 27th Day of July
Anno Domini 1773

Present
George Baker Esquire Mayor
George Smith and James Hodges
Aldermen

Between George Savage of
Fort Saint George Merchant Compla
inant and Pammenter Pullia Chetty
Madras Merchant Defendant

It Appearing by the Records of this
Court that the Defendant hath been Served with the Usual Subpœna 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 of Three Hundred and Ninety Nine Pagodas, Twenty Nine
Fanams, and Fifty five Cash P Pagodas 399. 29. 55 1
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

Dft Curr

352.

Filed 5th June 1773

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Joanna Bonadventura of Madras Merchant
That Pabul Pedeah of the same place Merchant stands indebted
unto Your Orator in the full and just Sum of One thousand and fifty
seven Pagodas and Eighteen fanams Current Money of Madras
Making in Sterling Money of Great Britain at the rate of
Eight Shillings for every Pagoda the Sum of Four hundred and
Twenty two Pounds Nineteen Shillings and Seven Pence three
farthings as will more fully and at large Appear by a Translate of a
Contract and an Account thereunto Annexed for the Inspection of
this Honble Court and which Your Orator prays may be admitted
as part of this Your Orator's Bill of Complaint and Your Orator
further Sheweth unto this Honble Court that the said Pabul Pedeah
not having fulfilled any part of the said Contract, he not having
Delivered any part of the Redwood therein mentioned and which
he should Delivered Agreeable thereto, he hath become liable to pay
and Ought to pay unto Your Orator the aforesaid Sum of One thousand
and fifty Seven Pagodas and Eighteen Fanams and Your Orator
hath therefore frequently and in a friendly manner Requested
Payment from the said Pabul Pedeah of the said Sum of One
thousand and fifty Seven Pagodas and Eighteen fanams
But non solvit May it Please this Honble
Court the said Pabul Pedeah Obstinately and wilfully 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 Pabul Pedeah may upon his Corporal Oath full true
direct

Direct and perfect Answer make to all and Singular the Matters and Things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here Again Repeated and particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of One thousand and fifty Seven Pagodas and Eighteen fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Pubul Pedeah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

John Sykes
Attorney for the Compt.

5th June 1773

This Bill was shewn to me on the Days of Appearance Let a Summons Issue thereon returnable Next Court Day

John McPherson
Mayor

I the undersigned Cornatty Pubul Pedeah Chitty do Declare to have received in Ready Money from Mr. Joanes Benedictus the Sum of Nine hundred 900/ Star Pagodas this Sum I did receive for the Contract of two Hundred 200/ Candys of Redwood I made at five Pagodas and four Anas p Candy the Price of the said Two Hundred Candys Amounting the Sum of One thousand and fifty Star Pagodas I do bind to Deliver the said two hundred Candys of Redwood at Sixty four Days from the date hereof as also I did Agree with the said Gentleman that every Piece of the said Redwood should not weight less than Ten Candys and not Cooked ones, those that shall be under the said Weight and Cooked shall be Cast Out, Likewise

Likewise those that shall have this Note shall be also Cast out, this done myself and Order to deliver over to Jonn Woods, in case on the Eyguments Sixty four days hence I shall not deliver over this the whole or a Part of it I shall pay a Premium of Fifteen P Cent unto the said Mr. James Benedictus or his Order on the Whole or in as Part that shall not be Delivered and also as it is above mentioned that the Sum of Nine hundred Star Pagodas I did receive so after I deliver the two hundred Candys of Redwood I shall receive the remaining Sum of One hundred and Fifty Pagodas, Dated at Madras Fourteenth of March 1773

Witnesses
Venkatramundoo
Subrach Jivanjee
Anandah

Signed Pabul Poolcah

A True Translation as near as can be from the Original in the Armenian Language by me Agapeeny Shaddee Callandar

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Dr. Pabul Poolcah Cr.

1773 March	16	To Cash Advanced You on Contract of Redwood as p Agreement	900 - -	By Bottomeloane	1057 18 -
May	21	To a Premium of 15 p Cent on 1050 Pagodas as p the Agreement the time being this Day expired	157 18		
		Pagodas	1057 18 -	Pagodas	1057 18 -

Fort Saint George 21 May 1773
Errors Excepted
p James Benedict

Mayor's Court Madraspatnam

Tuesday the 27th Day of July Anno Dominj 1731.

Present

George Baker Esqure Mayor

George Smith and James Hodges

Aldermen

Between James Bunce Citizen of Madras Merchant Complainant and Pabal Probah of the same Place Merchant Complainant

It Appearing by the Records of this Court that the Defendant hath been Served with the Usual Rules 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 of One thousand and fifty seven Pagodas and Eighteen Fanams Pags 1057.18 with Interest thereon until full payment is made also all Costs of this Suit Due thereon until full payment is made also all Costs of this Suit

Decree

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shewith unto this Honble Court Your Orator Pably Dabuy Citizen of Madras Merchant that Complt M.r Bunce of the same Place Merchant stand indebted unto Your Orator in the full and just Sum of One hundred and forty six Pagodas and

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Eleven Fanams or One Quarter of a Pagoda Current Money of Madras
Making in Sterling Money of Great Britain at the Rate Eight
Shillings for every Pagoda the sum of Fifty eight Pounds and Ten Shillings
as doth more Particularly and at large Appear by a Note of hand given
Granted and Signed by the said Carapit Mekerdume in Your Orators
Possessions Ready to be produced before this Honble Court if Required
a Copy whereof is hereunto Annexed for the Inspection of this Honble
which Your Orator prays may be Admitted as part of this his Bill
of Complaint And Whereas Your Orator further Sheweth that
he hath frequently and in a most Amicable Manner requested payment
of the said Sum of One hundred and forty six Pagodas and Eleven Fan-
anies from the said Carapit Mekerdume

But so it is may it please this Honble
Court the said Carapit Mekerdume Obstinately and wilfully refuses
to pay the same or to give Your Orator any manner of satisfaction
touching the premises, Your Orator prays Agreeable to Equity and good Conscien-
ce To the End therefore that the said Carapit Mekerdume may
upon his Corporal Oath full true direct and perfect Answer make
to all and singular the matters and things herein before set forth
and Alledged, as fully truly, and Effectually to all intents and
Purposes as if Interrogated, and that he may be Decreed to pay unto
Your Orator the aforesaid Sum of One hundred and forty Six Pagodas
and Eleven Fanams or One Quarter of a Pagoda 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 Carapit
Mekerdume to be Summoned and Required by the Sheriff of Fort Saint
George Justices of Madraspatanam and Districts thereof Personally
to be and Appear before this Honble Court at a certain time and place
to be by this Honble Court prefixed and Appointed there and there to
Answer the Premises 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

Henry Dell Esq
Attorney for the Complainant

1[illegible]

[illegible]

27th July 1773

This Bill was shewn me in the Days of
Adjournment the Summons and Warrant of Arrest
were returnable immediately the Complainant looking
upon the justness of his Debt and that the Defendant
Defendant was about to Depart from the Jurisdiction of
this Court

George Baker
Mayor

Borrowed and Received of Nicky Dofourg Chitty
Sum of One hundred and forty Six Pagodas and One Quarter which
Sum I promise to Repay him on the Ten day [illegible] with
Interest of Mayors Court for Damages. Witness my hand in Fort St
George the 27th May 1773

Pagodas 146¼

Witness
Lancaster Hellum
Tillemagoh

Signed Capt. Meherteum

A true Copy
Henry Du Pay
Attorney for the Complainant

Mayors Court at
Madraspatnam

Tuesday the 3d Day of Augu
Anno Domini 17

Present
George Baker Esquire Mayor
Reynold Adam — George Smith
George Savage — George Maubray and
John Benton — Aldermen
Benson Judge Dafs

No 2.

J. Modigo Merchant Complainant
and Cowpet Mekastoon of the same place
Merchant Defendant

The Defendant being one Court and Acknow-
ledging the justness of the Complainants Demand This Court doth
Therefore think fit to Order and Decree and doth Accordingly Order and
Decree that the Defendant shall pay unto the Complainant the full
and just Sum of One hundred and forty Six Pagodas and Eleven
fanams Pagodas 146 11 f together with such Interest as
Now is or shall hereafter become Due thereon until full Payment
is made also all Costs of this Suit

By Court

Ent. 15th June 1773

To the Honble the Mayors
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Cullianyanada Chilly of Madras Merchant by his
Attorney Joseph Du Rozario of the same place Inhabitant That
Vafsantanay Mudeliar of Madras Inhabitant Stands Indebted unto
Your Orator in the full and just Sum of One Hundred and Four Pagodas
and Forty fanams Current Money of Madras Making in Sterling
Money of Great Britain at the rate of Eight Shillings for every
Pagoda the Sum of Forty One Pounds Nine Shillings and Seven Pence
in Sterrabonds as will more fully and at large Appear by the Copy Translate of
a Bond or Writing Obligatory in the Malabar Language an Account
Current and an Assignment of the said Bond or Writing Obligatory made
Bona Fide by Your Orator unto his said Attorney hereunto Annexed for
the Inspection of this Honble Court and to which Your Orator Most
humbly Refers praying the same may be Admitted as part of this his
Bill of Complaint and Whereas Your Orator hath frequently and in
a friendly Manner Requested the Payment of the said Sum of One Hundred
and

and Four Pagodas and Forty Fanams

Batnonsook and prays that Please this Honble Court
to Grant Vpon Every Needfull Occasion to pray that
the said Defendants may Answer the premises
Vpon Oath & pray Process may Issue Commanding them
Personally to Appear before this Honble Court & Shall Appear
Vpon Oath to pay the Complainant the Sum of Two Hundred and Four Pagodas and
Costs of this Suit
Please this Honble Court to Grant

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Know all Men by these presents, that we Pondesoodl Chenvirappa Pongatawaly and Appoo Pongatawaly Dawen Devanna Mardeliar made to Ondanga Cossawa Pouse Known & Contracted by these Presents Obligators Wilson Esqr Schumlaw Rodrigo and Pufsoo Paytee Pragapah Cutty Acad. Drawn by me

Signed Vafsoodavy

Endorsed

10th April 1771

Paid in part of this Bond on Account Vafsoodavy Pagodas 63

/Signed/

Pongatawaly

A True Translation

the Original Bond this Mallabar Language

By Me

168 151 3661

To all People to whom these Presents shall come, Greeting Whereas
Vafsuntasawmy Modeliar, as and by One Bond or Writing Obligatory under the
Hand of the Same bearing Date the Eighteenth day of April One Thousand
One Hundred and Forty four Pagodas Fifteen fanams and Forty Cash Current
Money of Madras, payable on or before the Months of April One Thousand
Seven Hundred and Seventy One with Interest thereon at the Rate of Nine
p Cent p Annum until full payment is made, as by the Translate of the
said Bond or Writing Obligatory hereunto Annexed will fully Appear.
And Whereas there now Remains due to the said Collasinganah Chitty
the Sum of One Hundred and four Pagodas and forty fanams, on the said
Bond. Now know ye, that the said Collasinganah Chitty for and in
Consideration of the Sum of One Hundred Pagodas Current Money of Madras
to him in hand Paid by Joseph De Rozario of Madras Inhabitant, the
Receipt whereof the said Collasinganah Chitty doth hereby Acknowledge, he
the said Collasinganah Chitty hath Assigned and setover, and by these presents
Doth Assign and setover unto the said Joseph De Rozario the said Recited
Bond or Obligation and the Money thereupon due and Owing and all the
Right and Interest of in and to the same. And the said Collasinganah
Chitty for the Consideration aforesaid Hath made Constituted and Appointed
and by these Presents doth make, Constitute and Appoint the said Joseph
De Rozario his Executors and Administrators his true and Lawful Attorney
and Attorneys, Irrevocable, for him and in his Name and in the Name and
Names of his Executors and Administrators, but for Sole and proper use and
Benefit of the said Joseph De Rozario his Executors Administrators and
Assigns, to Ask, Require, Demand and Recover of the said Vafsuntasawmy
Modeliar, and his Heirs Executors and Administrators, the Money due
and Owing on the said Bond, and in non payment thereof the the said
Joseph De Rozario his Heirs, Executors and Administrators to sue for
and Recover the same, and on payment thereof to deliver up and Cancel the
said Bond and give Sufficient Releases and Discharges therefore, and one
or more Attorney or Attorneys under him to Constitute and what soever the
said Joseph De Rozario or his Attorney or Attornies shall Lawfully do in
the premises the said Collasinganah Chitty doth hereby Allow and Assume
and

and the said Collasingonah Chitty doth Covenant with the said Joseph
De Rozario that he the said Collasingonah Chitty his Heirs and Executors
Will Receive the said Money due on the said Bond or any part thereof
neither shall or will Release or Discharge the same or any part thereof
but will at all times allow of all Lawfull proceedings for Recovery thereof by the
said Joseph De Rozario Saving the said Collasingonah Chitty harmless
of for from any Costs that may happen to be incurred thereby In Witness
whereof the said Collasingonah Chitty hath hereunto set his Hand and Seal this
Madras this Twentieth Day of May in the Year of Our Lord One
Thousand Seven Hundred and Seventy three

L.S.

Signed Sealed and Delivered
in the presence of Us

Mayor's Court
Madraspatnam

Tuesday the 3. Day of August
Anno Domini 1773

Present

L.S.

George Baker Esquire Mayor
Reynold Adams—George Smith
George Savage—George Mowbray and
John Benton—Aldermen

Mayor's Court

Between Collasingonah Chitty
of Madras Merchant by his Attorney
Joseph De Rozario of the same place
Inhabitant Complainant and
Vepowtanny Moodeliar of Madras
Inhabitant Defendant

It Appearing by the Records of this Court that this Defendant
was duly served with the usual Rules to Answer the Complainants
Bill, but wilfully and Obstinately Refusing so to do This Court
doth

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 and Four Pagodas and Forty
fanams Pagodas 104.40 Together with all such Interest as
now is or shall hereafter become Due thereon until full Payment is
Made and all Costs of this Suit

By Cur

Fd 10th Augt 1793

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Nagalinga Pilly of Madras Inhabitant by his
Attorney Thomas Veale of the Same place Inhabitant That Seebra
manyah Modaly of the Same place Inhabitant stands Indebted
unto Your Orator in the full and just Sum of Thirty Eight Pagodas
Seventy Two fanams and Six Cash Current Money of Madras making
in Sterling Money of Great Britain at the Rate of Eight Shillings
for every Pagoda Thereof Fifteen Pounds Eight Shilling and five pence
as by a Translate of an Hindostan Book as will more fully and at large Appear by a Translate of a
Bond or Obligation Account Current and Power of Attorney hereunto
annexed for the Inspection of this Honble Court to which he Your Orator
Most humbly refers and prays the same may be Admitted as part of this
Your Orators Bill of Complaint and Your Orator further Sheweth unto
this Honble Court that he hath frequently and in a reasonable manner
requested payment from the said Seebramanyah Modaly of the said
Sum of Thirty Eight Pagodas Seventy Two fanams and Six Cash But
now so it is May it please this Honble Court the said Seebramanyah
Modaly Wilfully and Obstinately refuses to pay the same or to give
Your Orator any manner of Satisfaction therefor being the premises Your
Orator therefore prays a Genral Relief and that to this Honble Court
shall Appear Agreeable to Equity and good Conscience To the End
Therefore

264.

Therefore that the said Sobrayenayaka Mudaly may appear this Corporal Oath a full true Direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully Truly perfectly and Effectually to all Intents and Purposes as the same were herein again Repeated and Specifically Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Twenty Eight Pagodas Twenty two Fanams and Six Cash together with all such Interest as now is or shall become Due thereon and the Costs of this Suit

May it please this Honble Court to Cause the said Sobramanyaka Mudaly to be summoned and Required by the Sheriff of Fort Saint George Town of Madraspatam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prescribed and Appointed then and there to Answer this Your Orators Bill of Compt and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Eideon Foth
Attorney for the Complainant

August 10th 1773

This Bill was Sworn to in open Court
Two Days after the Defendant and
having Sworn to the Justness of this Demand and
that he has Reason to believe that the Defendant is
about to Depart from the Jurisdictions of this Court
Let a Summons returnable Immediately and
Warrt of Arrest issue

George Baker
Mayor

Madras 4th June 1771

I Ruddan Sobramanyaka Mudaly Borrow and
Received of Nagendra Pilla Account of my urgent Occasions the
Sum of 150 of Forty Pagodas Current of Madras which I do hereby
Promise to pay unto the said Nagadinga Pilla with the Interest at the
Rate

Dr. Soobraamanyah Moodly in Account Current with Nagalinga Pillay. Cr.

1771			£	s	d	1773			£	s	d
June	1st	To Cash Lent Him as per Bond of this Date	60	-	-	Feb.	1st	By Cash in Hand	8	-	-
1773						July	31st	By Interest on Ditto thus Due being 2 Yrs 2 Cent per Cent	-	11	6
July	31st	To Interest on Ditto thus Due being 2 Yrs 2 Cent per Cent	6	11	6				8	11	6
								By Balance due to me this Day	38	12	6
			£	s	d				£	s	d
		Errors Excepted	66	23	12				66	23	12

Fort St George 3rd August 1773

Errors Excepted

3 January

Madras 3rd August 1773

Received from Nagalinga Pillay the Sum of Sixty six Pagodas twenty three Fanams and twelve Cash in full of this Account

Soobraamanyah Moodly

Witness

Thomas Hodgson

Madras 3rd August 1773

Received from Nagalinga Pillay the Sum of Sixty six Pagodas twenty three Fanams and twelve Cash in full of this Account

Soobraamanyah Moodly

Witness

Thomas Hodgson

170.

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therefore that the said Soobramanyah Mudaly may upon his Corporal Oath & full true Direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly perfectly 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 Thirty Eight Pagodas Twenty two Fanams and Six Cash together with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Soobramanyah Mudaly to be summoned and Required by the Sheriff of Fort Saint George Town of Madrespatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prescribed and appointed then and there to Answer this Your Orator's Bill of Compt and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Gideon Firth
Attorney for the Complainant

August 10th 1773

This Bill was Shewn to me between the Days of Adjournment and the Complainant having Sworn to the Justness of his Demand and that he has Reason to believe that the Defendant is about to Depart from the Jurisdiction of this Court I do Summons returnable Immediately and Warrt of Arrest issue

George Baker
Mayor

Madras 1st June 1771

I Bodoor Soobramanyah Mudaly Bonnadoo and Renter of Nagapatnam Pilla Account of my urgent Occasion do Owe Sum of 1240 Pale Pagodas Current of Madras which I do hereby Promise to pay unto the said Nagadinga Pilla with the Interest at the Rate

366.

To all People to whom these Presents shall Come Greeting
Whereas Seebramanyah Modaly of Madras Inhabitant in and by a
Bond or Obligation bearing date the first Day of June One thousand
Seven hundred and Seventy One became bound to Nagalinga Pillay
of the same place Inhabitant in the Sum of Thirty Eight Pagodas
Twenty two Fanams and Six Cash Conditions for the Payment of the said
Sum of Thirty Eight Pagodas Twenty two Fanams and Six Cash at a
Day Long Since past as by the said Bond and Condition there of May
Appear Now Know ye that Nagalinga Pillay of Madras Inhabitant
for a Valuable Consideration to him in hand paid by Thomas Veale of
Madras Inhabitant the Receipt whereof the said Nagalinga Pillay doth
hereby Acknowledge he the said Nagalinga Pillay hath Signed and Set
Over unto the said Thomas Veale and by these presents doth Sign and Set
Over unto the said Thomas Veale the said Recited Bond or Obligation and the
Money thereupon due and Owing and which shall or may become Due
thereon and all his Right and Interest of in and to the same and the said
Nagalinga Pillay for the Consideration aforesaid hath made Constituted
and Appointed and by these presents doth make Constitute and Appoint
the said Thomas Veale his Executors and Administrators his True and
Lawfull Attorney and Attorneys for him and in his Name
and in the Name and Names of his Executors and Administrators
but for the Sole and proper use and benefit of the said Thomas Veale his
Executors and Administrators and Assigns to Ask Require Demand
and Receive of the said Seebramanyah Modaly his Heirs Executors
and Administrators the Money Due and to become Due on this said
Bond or Writing Obligatory and on non payment thereof in the said
Thomas Veale his Heirs Executors or Administrators to Sue for and recover
the same and on payment thereof to Deliver up and Cancel the said
Bond or Writing Obligatory and give Sufficient Release and discharge
therefor and One or More Attorney or Attorneys under him to Constitute
and whatsoever the said Thomas Veale or his Attorney or Attorneys under
him

know shall Lawfully Lead the premises the said Nagalinga Pillai doth hereby Allow and Approve and the said Nagalinga Pillai the Surety with the said Thomas Veale that the said Nagalinga Pilly his said Bond or writing Obligatory or any part thereof Neither shall or will Release or Discharge the same or any part thereof but will Save and Allow all Lawfull Proceedings for Recovery thereof to the said Thomas Veale Saving the said Nagalinga Pillai harmless of and from any Cost that may happen to him thereby In Witness whereof the said Nagalinga Pillai hath hereunto Set his hand and Seal in Madras aforesaid this Ninth Day of August in the Year of Our Lord One Thousand Seven hundred and Seventy three

3 Stamps 77 LS

Witnesses

Mayor's Court Madraspatnam

Tuesday the 9th Day of August Anno Domini 1773

Present

LS George Baker Esquire Mayor
John Holland George Smith
George Savage and John Benton
Aldermen

Mayor's Court

Pattiah Nagalinga Pilly of Madras Inhabitant by his Attorney Thomas Veale of the same place Inhabitant Complainant and Subramangah Chetty of the same place Inhabitant Defendant

The Defendant being in Court and Acknowledging

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Acknowledging the Justness of the Complainants Demand this Honble Court Doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum and Last Sum of Thirty Eight Pagodas Twenty Two Fanams and Six Cash Pagodas 38. 22. 6. 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

Dismissed

Filed this 7th May 1773

To the Honble the Mayors Court at Madrass patnam

Humble Complainings Sheweth unto this Honble Court, Your Orator Daniel Shaw, One of the Attorneys of this Honble Court, that Monty Naick, Chingle Naick and Venkata Ketturama Naick Stand Jointly and Severately Indebted unto Your Orator in the Sum and Last Sum of Thirty three Pagodas Thirty Six Fanams and Six Cash, Current Money of Madrass, or thereof in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda, the Sum of Thirteen Pounds and Eleven Shillings, or thereabouts, as will more fully and at large Appear by the Translate of a Bond or Writing Obligatory in the Mallabar Language hereunto Annexed for the Inspection of this Honble Court and to which Your Orator most humbly Refers Praying the same may be Admitted as part of this his Bill of Complaint and Whereas Your Orator hath frequently and in a friendly Manner requested the Payment of the said Sum of Thirty three Pagodas Thirty Six Fanams and Forty Cash

But now so it is and may it Please this Honble Court the said Monty Naick, Chingle Naick and Venkata Ketturama Naick Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator Prays a Genral Relief as to this Honble Court shall Appear Agreeable to Equity and good

1777 1783

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Court Commence To the end therefore, that the said Mooty Naick Chinglee Naick and Venkata Ristnamah Naick may upon their Corporal Oaths full, true, direct and perfect Answer Make to all and singular the Matters and things herein before set forth and Alledged, as fully truly and Effectually, to all Intents and Purposes as if the same were then again Repeated and Particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of Thirty three Pagodas Thirty Six Fanams and Sixty Cash with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Mooty Naick, Chinglee Naick, and Venkata Ristnamah Naick to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madrasapatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed, then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein, as to this Honble Court shall Seem Meet

Daniel Shaw
Attorney for the Complainant

March 10th 1783

We Mooty Naick, Chinglee Naick and Venkata Ristnamah Naick of Saint Thomé Pellicate do hereby Acknowledge to have jointly Sworn this Interest Bond to Mr Daniel Shaw Court Attorney That is to Say Being in Debt Borrowed and Received of Him the Sum of Thirty three Pagodas and ½ of a Pagoda, which said Sum of Thirty three Pagodas and ½ of a Pagoda with Interest thereon we promise to pay You jointly and Severally on or before the Second Day of May Next Drawn by Isaac Sagrayen Dubash to Mr Shaw

Witnesses
Punnaiah
Condapen

Signed Venkata Ristnama by
Consent of Chinglooy and
Mooty Naick
A True

370.

A True Translate or Roman or Counterpart from the Original
in the Malabar Language by Commissionerate Supreme Court Interpreter

Daniel Sham
Attorney for the Complainant

Mayors Court at
Madraspatnam

Tuesday the 15th Day of August
Anno Domini 1775

Present

George Baker Esquire Mayor
John Holland — George Smith
George Savage and John Renton
Aldermen

Mayors Court

Between Daniel Shawlow
of the Attorneys of this Honble Court
Complainant and Moody Maick,
Chungle Maick and Venkata Kistna
Maick Maick Complainants

The Defendants being in Court and Acknowledging the Justness of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and Just Sum of Thirty three Pagodas Thirty Six Fanams and Sixty Cash Pagodas 33. 36. 60 with the Usual Interest as now is or shall hereafter become Due thereon Until full Payment is made also all Costs of this Suit

Dft Curr

Filed 4th Aug.t 1773

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Jacob Pallanoy of Madras Merchant, that Mora Labbay of the same Place Inhabitant, stands Indebted unto Your Orator in the Sum and Just Sum of One Hundred and Eighty Five Pagodas and Twenty One Fanams, Current Money of Madras, Making in Sterling Money of Great Britain, at the rate of Eight Shillings for every Pagoda, the Sum of Seventy Four Pounds and Four Shillings, or thereabouts, as will More fully and at large Appear by an Account Current hereunto Annexed for the Inspection of this Honble Court and to which Your Orator most humbly Refers Praying the same may be Admitted as part of this his Bill of Complaint. And whereas Your Orator hath frequently and in a friendly Manner, requested the Payment of the said Sum of One Hundred and Eighty Five Pagodas and Twenty One Fanams

But now so it is and may it Please this Honble Court the said Mora Labbay Obstinately and wilfully refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator Prays a Generall Relief Such as to this Honble Court shall Appear Agreable to Equity and good Conscience

To the End therefore, that the said Mora Labbay may upon his Corporal Oath full, true, Direct and Perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged, as fully, truly, and Effectually to all Intents and Purposes as if the same were herein Again Repeated and Particularly Interrogated and that he May be Decreed to Pay unto Your Orator the aforesaid Sum of One Hundred and Eighty Five Pagodas and Twenty One Fanams With all such Interest as accrues or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Mora Labbay

D^r — Mons^r Labbay in Account Current with Jacob Pattoon — Cr^d

1773				1773			
	To the Balance of a former Account		10 56				
June 1	To 10 Tons of White Sulphur @	9	21 -	June 1	By Cash Received in Part	9	- -
	Pag^s 9 ⅞ ℔				By Balance Due	185	21 -
	To D^o Red D^o @ D^o	29	10 56				
	To D^o White Copperas @ 6 ⅞ ℔	6	21 -				
		Pagodas	195 21 -			Pagodas	195 21 -
	To Balance Due as per Contra	185	21 -				

Madras 29th July 1773
Errors Excepted
M Connelly

Received the Contents in full
Jacob Pattoon

1774. 373

Mayor's Court at Madraspatnam } Tuesday the 7th Day of September Anno Domini 1773

Present

George Baker Esquire Mayor

Reynold Adam — George Mowbray and John Renton — Aldermen

Mayor's Court

Bolton Jacob Pattoun of Madras Merchant Complainant and Moses Labby of the same Place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court Doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Eighty Five Pagodas and Twenty One Fanams } Pagodas 185. 21 - } together with all such Interest as may in the Mean time become Due thereon until full Payment is Made and the Costs of this Suit

Pagodas

Filed the 2d Sept 1773

To the Honble the Mayor & Court of Madraspatnam

Humbly Complaineth Sheweth unto this Honble Court Your Orator John Pattoun of Madras Merchant that George Dunn & Present on Madras Gentleman about Six Months unto Your Orator on the full and Just Sum of Seven Pagodas and Thirty Six Fanams Current Money of Madras Reckoning in Sterling Money of Great Britain, at the rate of Eight Pattoes per Pagoda, the Sum of Twenty

of the

Twenty Nine Pounds Eighteen Shillings and Ten Pence as therein Stands as
will more fully and at large Appear by an Account hereunto Annexed to
which Your Orator most humbly Refers Praying the same may be Admitted
as part of this his Bill of Complaint and Whereas Your Orator hath frequen-
tly and in a friendly Manner Requested the Payment of the said Sums of
Seventy four Pagodas and Thirty Six fanams But now so it is and
May it Please this Honble Court the said George Dunn Obstinately and
Wilfully refuses to Pay the same or to give Your Orator any Manner of
Satisfaction touching the Premises Your Orator prays a General Relief such
as to this Honble Court shall Appear Agreeable to Equity and good Conscience
To the End therefore, that the said George Dunn may upon his Corporal
Oath fully true direct and Perfect Answer make to all and Singular the
Matters and things herein before set forth and Alledged as fully truly and
Effectually, to all Intents and Purposes as if the same were here again
Repeated and Particularly Interrogated and that he may be Decreed to
Pay unto Your Orator the aforesaid Sum of Seventy Four Pagodas and
Thirty Six fanams With all such Interest as now is or shall hereafter
become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said George Dunn
to be Summoned and Required by the Sheriff of Fort St. George
Town of Madraspatam and the Districts thereof Personally to be and
Appear before this Honble Court at a Certain time and Day to be by this
Honble Court Prefixed and Appointed then and there to Answer the
Premises 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

Daniel Shaw
Attorney for the Complainant

2d September 1773

Shewn to me in the Days of Adjournment
the Complainant having made Oath to the Truth of
his Demand and that he hath Reason to Believe the Defendt
will withdraw himself from the Jurisdiction of this Court
on hearing a Bill is filed Against him let a Summ. Returnable
Immediately and a Warrant of Arrest Issue

George Baker
Mayor

375

Mr. George Dunn — Dr.

1713					
August	4	To Sundries this Day	1.	31.	
	5	Do Do	2.	20.	
	6	Do Do	1.	4.	
	7	Do Do	1.	23.	
	8	Do Do	1.	16.	
	9	Do Do	2.	12.	
	10	Do Do	2.	19.	
	11	Do Do	1.	34.	
	12	Do Do	4.	14.	
	13	Do Do	3.	5.	
	14	Do Do	2.	4.	
	15	Do Do	4.	19.	
	16	Do Do	2.	34.	
	17	Do Do	2.	17.	
	18	Do Do	1.	29.	
	19	Do Do	2.	1.	
	20	Do Do	1.	35.	
	21	Do Do	1.	42.	
	22	Do Do	2.	20.	
	23	Do Do	2.	3.	
	24	Do Do	2.	21.40	
	25	Do Do	2.	36.	
	26	Do Do	5.	19.10	
	27	Do Do	2.	17.	
	28	Do Do	1.	37.	
	29	Do Do	1.	18.	
	30	Do Do	1.	29.	
	31	Do Do	1.	31.	
September	1	Do Do	1.	21.	74. 36.

Madras 2. September 1713 } Errors Excepted

John Jackson

1776.

Mayor's Court at Madraspatnam

Tuesday the 1st Day of September Anno Domini 1778

L.S

Present

George Baker Esquire Mayor

Reynold Adams — George Mowbray and John Renton — Aldermen

Mayor's Court

Between John Jackson of Madras Victualler Complainant and George Dunipace Present in Madras Gentleman Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court Doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complt the full and Just Sum of Twenty four Pagodas and Thirty Six Fanams Pagodas 24. 36 f 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

D. Pluro

Filed the 28th June 1778

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shewn unto this Honble Court Your Orator Tanuvutty Mudeliar of Madras Madras Merchant by his Attorney Joseph De Rozario of the same place Inhabitant That Rayalu Seshachillam Chitty of Madras Inhabitant Stands Indebted unto

with Your Orator in the full and just Sum of One Hundred Pagodas Current Money of Madras Making in Sterling Money of Great Britain [illegible] the Value of Eight Shillings for every Pagoda, Lawful Money of England or thereabouts as will more fully and at large Appear by the Translate of a Bond or Writing Obligatory in the Malabar Language under Your Orator hand by Your Orator with his said Attorney hereunto Annexed for the Inspection of this Honble Court and to which Your Orator most humbly Refers praying the same may be Admitted as part of this his Bill of Complaint and whereas Your Orator hath frequently and in a friendly Manner Requested the [illegible] Payment of the said Sum of One Hundred Pagodas

But now so it is and may it please this Honble Court the said Rajah Seshachilliam Chitty Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a General Discovery and to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Rajah Seshachilliam Chitty 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 and repeated and Particularly Interrogated and that he may be Decreed 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 also all Costs of this Suit

May it Please this Honble Court to Cause the said Rajah Seshachilliam Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court Prefixed and Appointed, then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Daniel Shaw
Attorney for the Compt.

378.

1st December 1792

I Rajah Seshachellum Chitty do hereby Grant this Mortgage Obligage Obligatorie to Tumuselly Mudeliar— Saith to Say Having Borrowed and Received of You the Sum of One Hundred Pagodas and for Securing the Payment whereof I do Mortgage to You my House and the Litle Land Situated at Triplicane in Conical Pettah to the Eastward of Coopawaly Venkatashellum Chittys House and to the Westward of Venkatas Sha Mudeliar's House which Sum of One Hundred Pagodas is payable in Six Months During which time You are to Dwell in the said House without Rent, and the said One Hundred Pagodas bearing Interest, and at the Expiration of the said Six Months You may Dispose of the said House by Publick Outcry and pay Yourself from the produce Drawn by Yenkellaw Ram Chitty

Witnesses

Coopawaly Venkatashellum

Singanah

Signed

Rajah Seshachellum Chitty

A True Translate as near as can be taken from the Original in the Gentoo Language by Coonnapah Sworn Court Interpreter

Daniel Shaw

Attorney for the Complainant

To all People to Whom these Presents shall come Greeting

Whereas Rajah Seshachellum Chitty in and by One Mortgage Bond or Writing Obligatory in the Malabar Language bearing Date the first Day of December in the Year One Thousand Seven hundred and Seventy Two Became Bound to Tumuselly Mudeliar, in the Sum of One Hundred Pagodas, Current Money of Madras, Payable in Six Months and till full payment to be made by the Translate of the said Mortgage Bond or Writing Obligatory hereunto Annexed will fully Appear And Whereas there now Remains due to the said Tumuselly Mudeliar the Sum of One Hundred Pagodas, on the said

Mortgage

Mortgage Bond Know Known ye that the said Jeremiah Meadows for
and in Consideration of the Sum of One Hundred Pagodas Current Money of
Madras, to him in hand paid by Joseph De Rozario of Madras Inhabitant
the Receipt whereof the said Jeremiah Meadows doth hereby Acknowledge
he the said Jeremiah Meadows doth Assigns and setover and by these
Presents doth Assign and setover unto the said Joseph De Rozario the
Said Recited Bond or Obligation and the Money thereupon due and
Owing and all his Right and Interest therein and thereto And the
said Jeremiah Meadows for the Consideration aforesaid Hath Made Ordained
Nate and Appointed and by these presents doth Make Constituted and Appoint
the said Joseph De Rozario his Executors and Administrators his True
and Lawful Attorney and Attorneys Irrevocable for him and in his
Name and in the Name and Names of his Executors and Administrators
but for the Sole and proper use and Benefit of the said Joseph De Rozario
his Executors administrators and Assigns to Ask Require Demand and
Receive of and from the said Royal Sovereign William Cully and his Heirs
Executors and Administrators the Money Due and Owing on the said
Bond, and in non payment thereof the the said Joseph De Rozario his
Heirs Executors and Administrators to sue for and Recover the same and
on payment thereof to deliver up and Cancel the said Bond and give
Sufficient Releases and Discharges therefore and One or more Attorney or
Attornies under him to Constitute and whatsoever the said Joseph De
Rozario or his Attorney or Attornies shall Lawfully do in the premises the
said Jeremiah Meadows doth hereby Allow and Affirm and the said
Jeremiah Meadows doth Covenant with the said Joseph De Rozario
that he the said Jeremiah Meadows hath not Received nor will Receive
the said Money due on the said Mortgage Bond or any part thereof
Neither shall or will Release or Discharge the same or any part thereof
but will own and allow of all Lawfull proceedings for Recovery thereof by
the said Joseph De Rozario Saving the said Jeremiah Meadows Executors
&c for from any Costs that may happen from thereby In Witness
whereof the said Jeremiah Meadows hath hereunto Set his Hand and
Seal this Madras this Eleventh day of January in the Year of Our Lord
One

1780.

One Thousand Seven Hundred and Seventy Three

Signed Sealed and Delivered
in the Presence of Us

Mayor's Court
Madraspatnam

Tuesday the 16th Day of September
Anno Domini 1773

S S

Present
George Baker Esquire Mayor
John Holland — George Savage
and John Renton — Aldermen

Mayor's Court

Between Samuelly Mudaliar
of Madras Merchant by his Attorney
Joseph De Rozario of the same Place
Inhabitant Complainants and Rajah
Ishachilliane Chetty of Madras Inhabitant
Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand this Court doth therefore think fit the 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 Pagodas Pagodas 100. Together with all such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

By Court

1786 Jul 1

Fort St George 4th July 1773

To the Honble the Mayor &
Court at Madrespatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Sultan Sahy Sacob of Masulipatam Merchant
by his Attorney Ouanna Vian Cannee Sahy Sacob of Madras Merchant
That Mahomed Razabeg late of Masulipatam but at Present at Madras
Merchant Stands Indebted unto Your Orator in the full and just Sum
of Nine hundred and Sixty Six Pagodas Thirteen 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 Three
hundred and Eighty Six Pounds Ten Shillings and Seven Pence or
thereabouts as will more fully and at large Appear by Some Late of Exchange
Bonds or Writings Obligatory, a Letter and an Account hereunto Annexed
for the Inspection of this Honble Court and which Your Orator Prays
May be Admitted as part of this Your Orators Bill of Complaint, and
Your Orator further Sheweth unto this Honble Court that he hath frequently
and in an Amicable Manner Requested Payment from the said
Mahomed Razabeg of the said Sum of Nine hundred and Six Pagodas
Thirteen fanams and Sixty Cash

But now so it is May it Please this Honble
Court the said Mahomed Razabeg Obstinately and Wilfully Refuses to
Pay the same or to give Your Orator any Manner of Satisfaction therefor in
the Premises Your Orator therefore Prays a General Rule such as to this
Honble Court shall Appear Agreeable to Equity and good Conscience
To the End therefore that the said Mahomed Razabeg may upon
his Corporal Oath full true Direct and Perfect answer Make to all
and Singular the Matters and things herein before Set forth and
Alledged as fully Truly and Effectually to all Intents and Purposes
as if the same were here Again Recited and Particularly Interrogated
and that he may be Decreed to Pay unto Your Orator the aforesaid Sum
of Nine hundred and Sixty Six Pagodas Thirteen fanams and Sixty Cash
with

82

with the allowance 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 Mahomed Razabeg to be Summoned and Appeared by the
Sheriff of Fort Saint George Town of Madraspatam 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 Limited and Appointed then and there
to Answer this Your Oratrix Bill of Complaint and further to Stand &
and abide by such Order and Decree therein as to this Honble Court shall
Seem Meet

John Sykes
Attorney for the Complt.

I Mahomed Razabeg Son of Abu Mascack Do acknowledge
Chintz of Twelve Cubits Long and Course of Meerza Mahmoodally the Value
of the said Chintz is One hundred and Eighty Seven Rupees and five
Annas which Sum I promise to Pay in five Months from the Date
hereof to Meerza Mahmoodally without any Delay Nor I to Renew
any Bond If in Case I should not Pay According to the Limited time
then the said Meerza Mahmoodally may take the above mentioned Sum
from Goods, to Transact his Business, as for the Interest of the above
Mentioned Money I shall Pay at the Rate of 2 Rupees Cent Per Cent
I am to be Answerable for the Amount of this Bond, Incase there
should happen any Dispute hereafter this Bond will be Valid
to them, Madraspatam Sept. 3d 1766

Witness
Ramzan ally

Mahomed Roza

I Mahomed Razabeg Son of Abu Mascack Do acknowledge
Chintz of Meerza Mahmoodally the Value of the said Chintz is Three
Thousand Three hundred and Twenty four Rupees and four Annas
which

1800 573 330

Mayor's Court Madraspatanam

Tuesday the 13th Day of September Anno Dominj 1803

Present

S:S

George Baker Esquire Mayor

John Holland — George Savage

and John Renton — Aldermen

Mayor's Court

Between Salvador Padoy Jun.r of Masulipatam Merchant by his Attorney Orame Alias Ivanno Padoy Jun.r of Madras Merchant Complainant and Mohamed Razaby Padoy of Masulipatam but at present at Madras Merchant Defendant

It Appearing by the Records of this Court that the Defendant hath been Sworn with the Usual Rules 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 Sum of Nine hundred and Sixty Six Pagodas Thirteen Fanams and Sixty Cash Pags. 966.13.60 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 Pags. 2 Cruz.

Fort St. David 2 Augt 1775

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble

Dr. Mahomed Razabey in Account Current with Mr. Saturee Padry Jacob — Cr.

1766			Rupees	a/c	Pice
Sept.	3	To the Amount of Your Bond or Writing Obligation of this Date to Mouza Mushey bally which I am Empowered to Receive	3325	4	-
		To Interest on Do from the 3d Sept. 1766 to the 5th July 1773 is 6 Yrs 9 M. 27 D. @ 8 P. Cent P. Annum	1815	9	4
	22	To the Amount of Your Bond or Writing Obligation of this Date of Mouza Mushey bally which I am Empowered to Receive	181	5	-
		To Interest on Do from the 22d Sept. 1766 to the 5th July 1773 is 6 Yrs 9 M. 13 D. @ 8 P. Cent P. Annum	101	6	1
			Rupees 5429	9	5

1766			Rupees	a/c	Pice
Sept.	3	By Cash Received in Part	1000	-	-
		By Interest on Do from the 3d Sept. 1766 to the 5th July 1773 is 6 Yrs 9 M. 27 D. @ 8 P. Cent P. Annum	332	10	10
	22	By Cash Received in Part	500	-	-
		By Interest on Do from 22d Sept. 1766 to the 5th July 1773 is 6 Yrs 9 M. 13 D. @ 8 P. Cent P. Annum	211	5	11
			2144	-	6
		By Ballance Due	3285	8	11
			Rupees 5429	9	5

Rupees a/c Pice
3285. 8. 11. at 340 Rupees per 100 Pagodas Pags 966.13.6a

Fort St. George 5th July 1773
Errors Excepted

Twenty three Pagodas and Twenty Seven Fanams together with all Such Subscriptions as Shall hereafter become Due Thereon after all Costs of Suit Shall be Deducted

Mem^d. That Execution Issued to Levy the Premises Lastly Above to be Summoned and Appraised by the Sheriff of Tanjore Tanjore Province of Marawpetteen and the District thereof Personally to be and Appear before Him Forthwith and Show and Shew to Him Cause Why the Said Lands Should not be Sold and Applied to the Satisfaction of the Said Decree and Costs Due to the Plaintiff Agreeable to Your Orders Bill of Complaint and further to Do and Execute by Such Order and Directions as he Shall Receive Most

Henry Brooke

Attorney for the Complainant

Dr. Plaintiff in Account Lastly above Mentioned with Henry Brooke Cr.

1770 October	20	To Your Modegie Bond Granted	150	-	-	1773 April 1830	By Cash Received of Myself Lands of Myself Bond Due by the Late Sale of Modegie promised	500	-	-
		Contra the Day					Lands			
		To Subsistence Bills Since the Holidays					By Subsistence Bills Since 30th April to 1st October 30 Days 3 Months	10	-	-
		1770 and 1771 to					1st Bond Interest	510	-	-
		30th July 1771 is 2	333	20	-		By Balance Due Ours	1333	20	-
		Year Interest								
		Due 10 Days Ditto								
		Pagodas 1333 20								

Pagodas 1333 20 -

Fort St. George 30 July 1773

Errors Excepted

Henry Brooke

To the
Honble Edward Wyse Orator Henry Brooke Esqr One of the Members of the
Council at Fort Saint George That Vemanaum Cautity Chitty of Madras
Merchant Stands indebted unto Your Orator in the Sum and just Sum of
One Thousand Three Hundred and Twenty three Pagodas and Twenty four
Current Money of Madras Making in Sterling Money of Great
Britain at the Rate of eight Shillings for every Pagoda the Sum of Five
Hundred and Twenty Nine Pounds and Eight Shillings as three Bonds
Arising on a Ballance due upon a Mortgage Bond given and granted
unto Your Orator by the Said Vemanaum Cautity Chitty under his Hand and
Seal in Fort Saint George upon the Twentieth Day of October which was in
the Year of Our Lord One Thousand Seven hundred and Seventy and the Interest
Due thereon untill the Thirtieth Day of July last past as will more Particularly
Clearly Appear by an Account Current thereunto Annexed for the Inspection of
this Honble Court as also by a Copy of the aforesaid Mortgage Bond and a Copy
of the Estimated Value of the Mortgaged Premises the Title Deeds whereof
are in Your Orators Possession and Ready to be produced unto this Honble
Court if Required, and which Your Orator Prays may be Admitted as part
of this his Bill of Complaint and Whereas Your Orator further Sheweth
unto this Honble Court that he hath frequently and in an Amicable
Manner Requested Payment of the aforesaid Sum of One Thousand
Three Hundred and Twenty three Pagodas and Twenty fanams from
the Said Vemanaum Cautity Chitty

But now so it is may it Please this Honble Court the said
Vemanaum Cautity Chitty Obstinately and Wilfully Refuses to pay the
Same or to give Your Orator any manner of Satisfaction Concerning the Premises
Your Orator therefore Prays a Genl Relief and to the End this Honble Court
shall Appear Agreeable to Equity and Good Conscience To the End
therefore that the said Vemanaum Cautity Chitty may upon his Corporal
Oath full true Direct and Perfect Answer make to all and Singular the
Matters and Things herein before set forth and Alledged as fully Truely and
Effectually to all Intents and Purposes as if the same were here again
Repeated and Particularly Interrogated and that he may be Decreed to pay
unto Your Orator the aforesaid Sum of One Thousand Three Hundred and

Twenty

this 20th Day of October in the Year of Our Lord 1770

Witnesses
Pongiah
Cooliay pillay

Signed Vinnanum Caulity Cotty LS

A true Copy
Henry Dit Pitt
Attorney for the Complainant

Estimated Value of Said Houses and Adjoining Grounds Viz.t

No. 1. A House and Ground Situated in Mestal Pettah in Vingadoche Cotty Most Britannia the Rents of Pulia Cotty and Salamandata Pongia Containing in Length Sixty four feet and in Breadth Twenty four feet ... Pags 600

Another Piece of Ground Containing in Length Thirty feet and in Breadth Twenty two feet also Another Piece of Ground Measuring in Length Sixty three feet, and in Breadth Forty feet

No. 2. A House and Ground Situated in Mestal Pettah in Sammypah Street between the Houses of Britannia Cotty and Sammypah Measuring in Length Seventy four feet and in Breadth Thirty Six feet ... 150

No. 3. A House and Ground Situated in Mestal Pettah in Sammypah Street between the Houses of Aroggiasawmy and Veerapanaty Nanah measuring in Length Thirty feet and in Breadth Twenty Seven feet ... 150

No. 4. A House and Ground Situated in Mestal Pettah in Mahyhenpah Pagodastreet between the Houses of Sorbiah Pandaram and Millaveratta Cotty Measuring in Length from East to West Seventy Six feet, and in Breadth from North to South Twenty One feet Another Piece of Ground Containing in Length Twenty two feet and in Breadth Fifteen feet ... Another Piece of Ground Containing in Length Seventy three feet and in breadth Seventeen and half feet another Piece of Ground bought of Chinabomby ... another piece of Ground bought of Candapah Cotty ... 950

Pagodas 1250

Estimated Value of Jewells Viz.t

Gold ... Cheapsahatty 2 Rows Cont.g 32 Stacks of Rubies and 20 Locks of Diamonds Setten Gold, excluding the Stones and Setting &c.a Weighing 23 Pag.s 00 ... 60 00

Simpson

Page 90.

Gold - Lingam set in Row including the Strings & 2 Weights Pagd Wt ... 50 ..
" Bodgies bundle No 2 Cont 28 Points, incld Strings & 1 Weighing 25 Pagodas Wt ... 55 ..
" Emerald Pathaccum 2 Weighing 15 Pagodas Wt ... 15 ..
" Poloday 1 Contains 9 Points D° 12 D° Wt ... 12 ..
" Emerald Stone Ear Rings 1 Pair the Stones & Gold Weighing 4 1/2 Rattees @ 1/4 Pagd 18 Rattees ... 53 1/2 ..
" Plain Gold Nagawadam 6 Pairs } Weighg 6 1/2 Pagd Wt ... 6 1/2 ..
" D° Shaudy 5 Pairs ... }
Silver - Padagam Pairs 3 } Weighg 1 7/8 Pagodas Wt ... 15 ..
" Cadagam D° 1 }
Emerald Stones for Ear Rings 1 Pair, Weighing 12 Rattees @ 6 Pagd 12 ..
Rattees ...
D° ... D° / D° / 1 Pair Weighg 3 Rattees @ 1/2 Pagd Rattees ... 36 ..

Pagodas 1701 ..

/ Signed / Veeranaum Coulety Chitty

A True Copy
Henry Du Pre Grant
Attorney for the Company

Mayor's Court at Madraspatnam

Tuesday the 28th Day of September Anno Domini 1773

Present

George Baker Esquire Mayor
Reynold Adams — George Smith
George Savage — John Renton and
John Lewin — Aldermen

Benjn Torriano Avery Bourke Esqr
One of the Members of the Council at Fort Saint

L.S

Mayor's Court

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1776 Saml George Complainant and
Vemanam Cadaly Cutty of
Madras Merchant Defendant

Appearing by the Records of this Court
that the Defendant hath been Served with the Usual Rules to Answer the
Complainants Bill but wilfully and Obstinately Refusing so to do This
Court Doth therefore thereby Order and Decree and Doth Accor-
dingly Order and Decree that the Defendant shall pay unto the Complai-
nant the full and just Sum of One thousand three Hundred and
Twenty three Pagodas and Twenty fanams Pagodas 1323.20 /
together with all such Interest as now is or shall hereafter become Due
thereon until full Payment is made and all Costs of this Suit

Dft Cur

Filed this 8th Feby 1775

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Shew unto this Honble
Court Your Orators Blanena Cumulatty of Madras Inhabitant That
Mutaudy of the same Place Inhabitant Stands Indebted unto Your
Orators in the full and Just Sum of Forty four Pagodas Current Money
of Madras making in Sterling Money of Great Britain at the Rate
of Eight Shillings for every Pagoda the Sum of Eighteen Pounds for
Thirty Piece of Marchayas by Your Orators Sold and Delivered to the
said Mutaudy on the Eighth Day of April which were in the Year
of Our Lord One thousand Seven hundred and Seventy four and Your
Orators further Shew unto this Honble Court That they have frequently
and in an Humble Manner Requested Payment from the said
Mutaudy of the said Sum of Forty four Pagodas

But now so it is may it Please this Honble Court
the said Mutaudy Obstinately and Wilfully Refuses to Pay the same or
to give Your Orators any Manner of Satisfaction touching the Premis-

Your

Your Oratrix therefore Prays a Genl Relief such as to this Hble Court shall Appear Agreeable to Equity and Gds Conscience To the End & Purpose that the said Moolandey may upon his Corporal Oath full true Direct and Perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully Strictly 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 Oratrix the aforesaid Sum of Forty four Pagodas with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Hble Court to Cause the said Moolandey to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Hble Court at a certain time and Place to be by this Hble Court Prefixed and Appointed then and there to Answer this Your Oratrix's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hble Court shall seem Meet

John Sykes
Attorney for the Compts

Mayor's Court Madraspatnam

Tuesday the 2d Day of September Anno Domini 1783

L.S

Present
George Baker Esquire Mayor
Reynold Adams — George Smith
George Savage — John Benton and
John Turing — Aldermen

Mayor's Court

Between Blandina Emanuelatos of Madras Inhabitant Complainant and Moolandey of the same place Inhabitant Defendant

It

1845 157 39.

If Appearing by the Records of this Court that the Defendant hath been Served with the Usual Rules 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 of Forty five Pagodas 45 - - 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

Dft Due

Filed 3d November 1772

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaineing Sheweth unto this Honble Court Your Orator William Hamilton of Fort Saint George Gentleman That Marchalla Dasee of Madras Indian Chant Saheb Indebted to Your Orator in the full and just Sum of Three hundred and Fifty Eight Pagodas 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 Forty three Pounds and Four Shillings as will more fully and at large Appear by a Translation of an Obligation and Account Current herewith Annexed for the Inspection of this Honble Court to which Your Orator humbly refers and prays he may be at liberty to make part of this Your Orators Bill of Complaint and Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested payment from the said Marchalla Dasee of the said Sum of Three Hundred and Fifty Eight Pagodas

But now so it is may it Please this Honble Court that the said Marchalla Dasee Obstinately and Wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises to the Great Wrong of Your Orator Wherefore prays a General Rule of such as to this Honble Court shall Appear Agreeable to Equity and good Conscience

To the End

And therefore that the said Marshalla Dasso may appear here & answer
Oath & all true Direct and Perfect Answer Make to all and Singular the
Matters and things herein before Set forth and Alledged as fully Cleerly Fully
and Effectually to all Intents and Purposes as if the same were herein
Repeated and Particularly Interrogated and that he may be Decreed
unto Your Orator the aforesaid sum of three hundred and fifty Eight 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 Marshalla
Dasso to be Summoned and attended by the Sheriff of Fort Saint George
Town of Madraspatnam and the Destrict thereof personally to be and
Appear before this Honble Court at a Certain time and place to be by this
Honble Court therein and Appointed there and there to Stand and abide
by such Order and Decree therein as to this Honble Court shall seem Meet

21 Novr 1772

This Bill was Shewn to me Between the
Days of Adjournment Sd a Summons issued Returnable
Next Court Day

George Smith
Mayor

Gideon Firth
Attorney for the Complainant

December 21. 1775

I Marshalla Dasso and my Heirs do hereby Acknowledge to owe
Rowland and Received from William Hamilton the full and just Sum of
Four hundred and Twenty Five Pagodas Current Money of Madras which
I promise to pay & be paid with Interest at 9 p Cent p Annum on or before the 20th
February 1772 this with my Own will Shew grant & Draw by Cuadaya

Witness
Annagery and Annamalaw

Marshalla Dasso

A True Translate as near as can be taken from the
Original Malabar Language by Cassa Coopah Lemon Interpreter

Gideon Firth
Attorney for the Compt

1865 1772 39

D^r Marchalla Dasoo in Acc^t Curr^t with W^m Hamilton — Cr

To Cash brought Over on					1772		By Cash Remitted in part		100	-	-
Your Bond Dated					July	30	By Interest from 30th July to 30th				
21st December 1771		325	-	-			October 1772 is 3 Months @ 8		2	-	-
To Interest on D^o from							p^{ct} p Annum				
21st December 1771 to											
30th Oct^r 1772 is 10	7	35	-	-			By Ballance Due to William		358	-	-
@ 8 p^{ct} p^{ct} Annum							Hamilton				
		Pagodas		460	-	-		Pagodas		460	-

Fort St George Nov^r 3^d 1772.

Errors Excepted

per W^m Hamilton

Mayor's Court at Madras Patnam

Tuesday the 22^d Day of September Anno Domini 1773

Present

George Baker Esquire Mayor
Reynold Adams — George Smith
George Savage — John Benton and
John Turing — Aldermen

Between William Hamilton
Fort Saint George Gentleman Complainant
and Marchalla Dasoo of Madras
Inhabitant Defendant

It Appearing by the Records of this Court that the Space of Six Months the time Limited by his Majesty's Charter for Elapsed since the Return of the Warrant of Seizure to attach Effects and that the Defendant hath not made any Appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Three Hundred and Fifty Eight Pagodas Pagodas 358 - - - together with all such Interest as now is or shall hereafter become Due thereon until full Payment is made Also all Costs of this Suit

By Court

Read and filed
the 25th March 1770

To the Honble the Mayor's
Court at Madrespatnam

Humbly Complaining Shew unto Your Honble Court Your Orator and Oratrix Michael de Rosario Son of Madras Inhabitant and Ursula his Wife Administrator and Administratrix of all and Singular the Goods and Chattles, Rights and Credits which were of Bartholomew Rawlins Durand with a Testamento Annexo Late Chantre De Topaz at Present of the same place Inhabitant Deceased and Intestate and Your Orator and Oratrix as Administrator and Administratrix are the full and just Sum of One thousand One hundred and Forty Eight Pagodas Eight Fanams and Forty Cash Current Money of Madras Making one Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Four hundred and Fifty Nine Pounds Four Shillings and Seven Pence or thereabouts As will more fully and at Large Appear by an Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orator and Oratrix pray may be Admitted as part of this Your Orator and Oratrix's Bill of Complaint And Your Orator and Oratrix further Shew unto this Honble Court that they have frequently

and

and vid upon Oath to Move and Request that Payment from the said Charles De Hagdy of the said Sum of One thousand One hundred and Forty Eight Pounds Eight Shillings and Forty Cents

But nevertheless may it please this Honble Court the said Charles De Hagdy Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises under Colour of some ill advised frivolous and Evasive Pretence Your Orator and Oratrix therefore pray a Special Relief in this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Charles De Hagdy may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and Things herein before set forth and alledged as fully truly and Effectually to all Intents and Purposes as if the same were Here Interrogated repeated and Particularly Interrogated and that the said may be Decreed to pay unto Your Orator and Oratrix the aforesaid Sum of One thousand One hundred and Forty Eight Pounds Eight Shillings and Forty Cents 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 Charles De Hagdy to be Summoned and Required by the Sheriff of Forfar George Lewis of Madrapatnam and the Bailiffs thereof personally to be and Appear before this Honble Court also Certain Days and Places to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator and Oratrix's Bill of Complaint and further to do and abide by such Order and Decree therein as this Honble Court shall seem meet

John Sykes
Attorney for the Complainant

D^r { Charles de Saisse in Account Current with Richard
And Administrators to the Estate and Effects of Bartholomew

To Cash Collected and Received by You as part of said Cargo of the Deceased Effects	217.	22.	-
To Ditto Received by You from Colonel John Hood	180.	-	-
To Ditto by You from Victoriano Johnson	32.	5.	40
To Ditto of Joseph Dorce	13.	-	-
To an Old Mounted Steel Hanger	1.	-	-
To an Brass Seal	-	12.	-
To 6 1/2 Mercals of Rice, at 3 1/2 Mercals P Pagoda	11.	24.	-
To 3 Ditto of Paddy	1.	-	-
To an Image of the Virgin & Mary with a Gold Crown	3.	22.	-
To 2 Books, One Entitled the Conquest of India and the other the Husband of the Gypsies	5.	-	-
To a Plain Palampore Compleat	8.	-	-
To a Silver Link Piece	1.	-	-
To a Gold Seal Ring	4.	-	-
To a Piece of fine Long Cloth	5.	-	-
To 1/2 Do Course Do	3.	-	-
To 1 Silver Tea Spoons 3 Silver Table Do 1 Palampore Peppermill 2 Silk Phulcas Tassles 2 Coge Stockings and Sundry Brass Furniture	46.	33	-
To 2 Small Saws of Ghee	1.		
To a Bag of Round Pepper	-	22.	-
To a Ditto of Long Staff	-	22.	-
To a Jar of Lamp Oil	1.	-	-
To 2 Iron Spit	-	22.	-
To a Do Gridiron	-	22.	-
To 2 Bags of Gold Fanams & other Money which the Deceased was Possessed of at the time of his Death and which You took Possession of and have given us no Acct of Amounting to	60.	-	-
Pagodas	1148.	2.	40

Madras this 10th December
Errors Excepted
Per Megr Reparon
Thomas Hyde Wade Rawl

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3 of 3

Resurrection and Uzzulla Iris Hise Administrators
Ramblin Deed with a Chattel Mortgage

By Balance Due	1148.	8.40
Pagoda's	1148.	8.40

Read and filed
May 15. 1770

The Answer of Charles Lockhart of Cuddalore Inhabitant Defendant to the Bill of Complaint of Michael and Ursula Rosarrethan, Administrator and Administratrix to the Estate of Barthelemew Raulem Deceased Complainants

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, imperfections, and insufficiencies in the said Bill of Complaint Contained, for Answer thereunto, or unto such thereof, as this Defendant is advised Doth not materially Concern him to Make Answer unto He this Defendant Answereth, and saith that he is not indebted to the Estate of the said Barthelemew Raulem in any Sum or Sums of Money whatsoever, on the Contrary the said Estate of the said Barthelemew Raulem is indebted to this Defendant in the sum of Eighty Nine Pagodas, Twenty Six fanams and Forty Cash this Defendant further saith, that the sum of Two hundred and seventeen Pagodas, Twenty eight fanams which the Complainants hath Debited him for, is part of the Amounts of the Warning Gyppark which was bequeathed to them by the said Barthelemew Raulem, and this Defendant further saith that with Respecting or regarding to the Sum of One hundred and eighty Pagodas which was reward of Colonel John Wood he hath also given Credit for the same, in his Account Current Marked A as the Estate of the said Barthelemew Raulem was indebted to this Defendant and the sum of Two hundred and seventy eight Pagodas, twenty seven fanams, and forty Cash and after the said Credit is given the said Estate is now indebted to this Defendant in the Sum of Eighty Nine Pagodas twenty Six fanams and forty cash as will more fully and at large Appear by the said Account Current Marked A and the Disbursements Marked B hereunto Annexed for the inspection of this Honble Court and to which this Defendant must humbly refers praying they be Admitted as part of this his Answer

And this Defendant denies he has received the Sum of

Pagodas

Dr. The State of Bartholomew Rankin Executor Account Current } Cr.
with Charles De Haydel.

1	To Cash Disbursements as per Account	260	25	1	By Cash received of Estate of John Hart for Rent	120	
	Per Contra				Jules 12 Years		
	To Cash Paid for Executors Expenses	12			By one Old Mat Mounted & Copper		
					By Bank Shot		
					By one Old Common Paper Book		
					By Balance Due Estate	152	
		272	25			272	

Dr. The Estate of Bartholomew Raulim Deceased in Account Current with Charles De Hayde Cr.

To Sundry Disbursements as p Account Particulars	262	27	60	By Cash Received of Colonel John Wood for the Sale of 12 Slaves	120	-	-
To Carting a Mould for the Deceased Corpse	10	-	-	By an Old Steel Mounted Hanger	-	12	-
				By a Brass Seal	-	12	-
				By an Old Common Prayer Book	-	6	-
				By 40 Marcals of Rice @ 6 Marcals p Pag.a	6	28	-
				By 2 Do. of Paddy	1	-	-
					129	1	-
				By Ballance Due	149	26	60
Pagodas	278	27	60	Pagodas	278	27	60

Madras the 16th December 1769
Errors Excepted
p Chas.s De Hayde

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Account Disbursements Marked B

To Victualling 14 Slaves, a Woman, and a Child 29 Days		R. 26.	
To 2 Dozen of Madeira Wine, and a Bottle of Claret		16. 26.	
To a Pound of Bengal Candles		2. "	
To 2 Beds and Pillows		6. 9.	
To a Close Stool		" 12.	
To a Bed for the Close Stool		" 14.	
To 30 Chickens		3. "	
To a Peon and a Coolys Wages who went for the Chickens		" 20.	
To a Peons Wages for fetching Vegetables for both		" 29.	
To a Cooley		1. 24.	
To Oil for the Lamps at 12 places		1. 29.	
To Spices &c.		" 12.	
To a Piece of Cloth for making Sheets		1. 12.	
To Gingham for Banyan Coats		1. 34.	
To Wages and Gratuity for 2 Maxall Boys		3. 2.	
To 1 Piece of Cloth to cover the Door		" 39.	
To some Lascas		" 24.	
To Monsieur Carion Surgeon by the Desire of the Deceased		2. "	
To the Reverend Mr Fenicio and the Reverend Mr Prates 2 Pr.		"	
To Mr Emanuel Alves 11 Days from 28 June to Pagoda		1. 3.	
To Monsieur Legault 25 Dr. Do.		2. 34.	
To Gratuity to 2 Servants		1. 5.	
To Mr Carr		5. "	
To Currants and Raisins for Conjee 1758		1. "	194. 23.
Funeral Charges			
To Cloth		1. "	
To 18 Topasses for their Dinner and Drink as they were Delayed from Morning until Evening		3. 12.	
To 12 Topasses for Carrying the Coffin		3.	
To the poor that Accompanied the Corpse to the Grave		2. 12.	
To Digging the Grave		1.	
To a Mauna of Wax Candles		2. "	
To 2 Pieces of Cloth for Slinging the Coffin and Letting it into the Grave		1. 9.	
To Alms and Victualling 60 Poor People		3. 13.	
To 2 Palays		15.	
To the Clerk of the Church		5. "	
To Mr Emanuel Rodrigues for Attending the Deceased during his Sickness		15. "	
To an Officer Guard for the Deceased at the New Town		10.	£ s.
	Pagodas		262. 27.

Read and filed
May 5th 1790

To the Honble the Mayor &
Court at Madras upon Record

Humbly Complaining Shewn unto this Honble
Court Your Orator Charles De Mayda of Cuddalore Inhabitant, that
Michael and Ursula Resurrection Administrator and Administratrix
stand indebted to Your Orator, the full and just Sum of Eighty Nine Pagodas
twenty four fanams and forty Cash, Making in Sterling money of Great
Britain, the sum of thirty five Pounds and Seventeen shillings, as will
More fully, and at large Appear by the Account Current Marked A and
the Disbursements Marked B and Annexed to Your Orators Answer to
which said Answer and Accounts Your Orator Most humbly Refers praying
the same may be Admitted as part of this Your Orators Bill of Complaint

And Your Orator further shewth unto this Honble Court that he
hath frequently and in an Amicable Manner requested payment from
the said Michael and Ursula Resurrection of the said Sum of Eighty
Nine Pagodas twenty four fanams and forty Cash

But now so it is may it please this Honble Court
that they the said Michael and Ursula Resurrection wilfully and
Obstinately refuse to grant Your Orator any manner of satisfaction
touching the premises Your Orator therefore prays Agreeable to Equity and Good Conscience
as this Honble Court shall Appear Agreable to Equity and Good Conscience
to the end therefore that they the said Michael and Ursula Resurrection
May upon their Corporal Oaths and perfect Answer make to all and
Singular the matters and things herein before Alledged and set forth as fully
Fully 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 aforesaid
said Sum of Eighty Nine Pagodas twenty four fanams, and forty cash,
With the interest that shall or may be Due thereon also all Costs of this
suit

May it Please this Honble Court to Cause they the said
Michael and Ursula Resurrection to be Summoned and Required by the
Sheriff of Fort St George Town of Madras patnam and the Districts thereof
personally to be and Appear before this Honble Court at a certain time and
place to be by this Honble Court aforesaid and Appointed there and then

Answer

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Answer this Your Orators Bill of Complaint and further to abide
Abide such Order and Decree therein as to this Honble Court shall
Meet

William Cowper
Attorney for the Compt.

Jany the 4th 1770
Sheum be moved in the Days of
Adjournment for a Summons grant
Returnable Next Court Day
Fran.s Fauquier
Mayor

Read and filed
4th July 1770

The Replication of Barbara Ryland
Reputation of Andrew Ryland and
his wife Administratrix and Administrator of
the Estate and Effects of Bartholomew Rawlins
Deceased with a Codicil Annexed to the Answer
of Charles Dehaven & Servant of Thomas
Lord Fairfax

These Replyants Now and at all times hereafter Saving
and Reserving unto themselves all and all Manner of Benefit and Advan-
Tage of Exception to the manifold and many Errors Uncertainties Insufficiencies
and Imperfections in the said Answer contained for Replication thereunto
Say that they will aver Justify Maintain and Prove their said Bill of
Complaint and the Matters and Things therein contained to be good Certain true
Sufficient in the Law to be Answered and true it is as they the Replyants
Same are therein and thereby Set forth and Alledged and that the Answer of
the said Defendant is very untrue and Evasive And These Replyants further
Say that they absolutely Deny that the said Estate of the said Bartholomew
Rawlins is Indebted unto the Defendant either in the Sum of Eighty
Nine Pounds Seventy Six Shillings and Forty Eight Pence as Alledged & Set forth
in the said Answer or in any Other Sum or Sums of Money whatsoever
On the Contrary the said Defendant Ought Justly and Truly Indebted
unto these Replyants as Administrators and Administratrix aforesaid
in the Sum of One Hundred Pounds and Forty Eight Pounds

Fanams and Forty Cash as Set forth and Stated in the said Bill of Complaint
and the Account Current thereunto Annexed to which these Replyants pray
Leave to Refer. These Replyants further say they Absolutely Deny that the
Sum of Four hundred and Seventeen Pagodas and Twenty Eight Fanams
in the which these Replyants have Debited the Defendant in the
Account Current Annexed to their said Bill of Complaint is part of the
Amount of the Wearing Apparel which was Bequeathed to the Defendant
by the said Bartholomew Rawlins and these Replyants are Informed
Surprized that the Defendant should Assert the same on Oath and upon
the Strength of such Assertion Omit giving these Replyants Credit for that
Sum when she did in the Account Marked C. Annexed to her Answer
to these Replyants former Bill of Complaint (which is also upon Oath)
give a Particular Account of the said Sum and in the Account Current
also Annexed to her said former Answer gave the Estate of the said Bar
tholomew Rawlins Credit for the said Sum of Four hundred and Seventeen
Pagodas and Twenty Eight Fanams as Cash Received in part of the said
Outcry which by these Replyants Answer they Could and have to all
Intents and Purposes made themself Answerable to the Estate of the
said Bartholomew Rawlins and of Course to these Replyants as
Administrator and Administratrix aforesaid and Consequently
that the Defendant Assertions and Pretending now to Retract Cannot Avail
them In which said former Answer of the Defendant in the Registry of this
Honble Court these Replyants Crave Leave to Refer, and these Replyants
beg Leave further to Observe that in Case the said Wearing had really been pa
of the Amount of the said Wearing Apparel it is not to be Supposed that the
Defendant who pretends to have Known that the same by the said Codicil
forfeited to the Deceased Wearing Apparel would either have Suffered
the said Wearing Apparel to be Sold as Cash Credited the Estate of the said
Bartholomew Rawlins with the Amount of them, These Replyants
further say that they Conceive the Defendant Credit of the One hundred
and Eighty Pagodas Received of Colonel Sebastian Wood, which was for part
of the Amount of the same Outcry as Part of the said Charge of Two hundred
and Seventeen Pagodas and Twenty Eight Fanams Plainly shews that
the said last mentioned Sum could not be part of the Amount of the
Wearing

Wearing Apparel Bequeathed to the Defendant and those Replyants
cannot forbear Observing that the Reason which the Defendant gives
this Credit Viz.t That Estate of the said Bartholomew Rawlins being
to him and the Sum of Four hundred and Seventy Eight Pagodas Two
Fanams and Forty Cash, is always Extraordinary Low and we
cannot Justify his Assertions as to the said Sum of Four hundred
Seventeen Pagodas and Seventy Eight Fanams Not his Credit
Credit for it and that Account Cannot Reasonably be Allowed
for Instead of Giving Credit for it therein this said Account Marked
Puts it under the Head of the Articles of the said Estate which Appears
Remained Unpaid, as will Appear on Reference thereto, these Replyants
Still Maintain that the Defendant did Receive the Seventy Eight
Pagodas Five Fanams and Forty Cash from Victorious Johnson, and Return
of Thirteen Pagodas from Joseph Dove, as also the Sixty One Morcalls and
a half of Rice which was at that time Sold at Three Morcalls and a half
Per Pagoda Amounting to Seventeen Pagodas and Twenty Four Fanams
Notwithstanding the Defendant denies the same in his said Answer and
Pretends that said Rice was not so much in Quantity and Superior in
Price, these Replyants also Maintain and Doubt not to Prove in due
time to the Satisfaction of this Honble Court that the Passages of the Bible
Virgins Mary Changed in the Account Annexed to the said Bill of
Complaint was the Property of the Deceased Bartholomew Rawlins and
Say that the Defendants Assertion that the same was Only and to him
During his Sickness is a mere Matter of Evasion These Replyants also
Say that the Defendant did Receive, and Knows of and is Chargeable
Table for the Silver Sand Box, the Two Books, and Pallanqueen Charged
in the said Account Annexed to these Replyants said Bill Complaint
and Says it is Very Extraordinary that the Defendant should Long to have
ever Received or that he Knows any thing about the Pallanqueen, and then
Immediately afterwards Says that the same was given in Exchange
for a more Convenient One to the said Bartholomew Rawlins These
Repliants Further Replyants also Say that the said Defendant did receive the
Silver Cask Price Notwithstanding his Assertion that he Does not
Conceive what it means These Replyants also Conceive that said Cask
Price or Not is no Material Matter, These Replyants further
Say

Say that the Defendant did Receive a Gold Seal Ring, But as to the Rest
Seal the Plaintiffs Say know nothing of it, These Replyants deny that
Piece of Fine Long Cloth was Entrusted to the Use the Defendant Mont
ens and Say that the Defendant did Receive the half pieces of Course Lon
Cloth as well as the Seven Silver Tea Spoons, Three Silver Table Spoons,
a Tallanquin Pungey with its Infalls, two Cage of Stockings, and
Sundry Brass Furniture, and deny that the Brass Furniture was the
Property of Mrs Joanna Du Chaylus the Defendants Testator but Say the
same was the Property of the said Bartholomew Rawlins, These Repli
ants also Say that the Defendant did receive the two Small Jars of
Ghee, the Bag of Round Pepper, the Canvas Stuff the Jar of Lamp Oil, the
Iron Spit and the Gold Linen Cravat in the said Account Annexed to
the said Bill, These Replyants Deny that the Two Bags of Gold Fanams
Amounting to Six hundred Pagodas were Delivered by the Defendant
to the Court of Pongulay as the Defendant Sets forth in his said Answer
and therefore the Defendant is Answerable to these Replyants for the same
These Replyants also deny that to the best of their knowledge and belief
their Attorney Mr Christopher Mackbeen did Write a Letter to the
Defendant to the Rayport Set forth in the said Answer, and Say that
said Christopher Mackbeen had no Instructions or Directions or Authority
from these Replyants to Write any such thing nor can these Replyants
Imagine that he meant any thing of that Letter any thing more than to ma
a Demand of what the Defendant had in his hands or had not Account
for belonging to the said Estate and to Attain from the Defendant and
Account thereof for such that he knew related to the said Estate, How far the
said Christopher Mackbeen Might have misunderstood this affair or
Exceeded therein these Replyants Cannot Say But if that was really the
Case they are Sorry to find the Defendant is so Inclinable to Take an
Advantage of it but these Replyants Conceive the same Cannot Avail
them as they doubt not but this Honble Court will Consider this matter a
Same as they doubt not but this Honble Court will Consider this matter a
the true Light and which that was meant These Replyants further Say
that they are Entirely Strangers to the Sundry Disbursements which
the

the Defendant pretends to have Made on Account of the said Deceased Bartholomew Rawlins and which he Charges to the said Estate, and Say that Most of them Appear Very Unreasonable and But should the Defendant Make any of them Appear to the Satisfaction of this Honble Court to be Just and such as ought to be Allowed these Replyants will on that Case Allow the same on Account — These Replyants beg Leave further to Relate to this Honble Court that notwithstanding the Defendants Frankness with regard to the Prosperity of his Conduct relative to the said Estate, Yet in Order to shew how the Defendant Unwillingness to Agree Matters With these Replyants in a Free Open, Proper and Amicable manner, and that these Replyants were for those reasons under the Necessity of Commencing both the former and the present Action Against him Shew the Replyants Say that upon or soon after the Arrival of the Defendant at Madras Sometime ago, accordingly these Replyants Applyed to these Replyants and said it was better for them and the Defendant to Accommodate matters than to go to Law, to which these Replyants Agreed and desired that Person to Act as Mediator, which he promised to do, and after he had been with the Defendant about it told these Replyants that the Defendant had made the following Proposal that is to Say, that in case these these Replyants would Accept of the Account the Defendant Should produce without making any Objections the Defendant Would Swear upon his Oath and under his hand Writing Discover Many things to these Replyants Advantage Otherwise it would tend to their prejudice, Accounts were Accordingly Produced and some Objections being made thereto on behalf of these Replyants by a Person who knew they were Wrong and the Defendant refusing to Agree thereto, and Refusing to Make the said Discovery on which the Account were Accepted as he Stood and then the Negociation was broke off and the Defendant has never made the Discovery his Proposed Notwithstanding the Bill which these Replyants Exhibited Against him before was a Bill of Discovery Which Circumstances these Replyants Submit to the Judgment of this Honble Court

All which Matters and things

Read and filed
10th July 1770

Whereas Replycants are Ready and willing to Verify Maintain and Prove as
this Honble Court shall Direct and most humbly pray as in and by
their said Bill of Complaint they have already Prayed

John Sykes
Attorney for the Replycants

The Answer of Michael de Rozario
Francis and Ursulla his Wife Administrator
and Administratrix to the Estate and Effects
of Bartholomew Rawlins Deceased with
a Codicil Annexed to their Corse Bill of Complt
against Charles De Mayda & Present of Madras
Inhabitant

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 Many Manifold Errors Uncertainties
Insufficiencies and Imperfections in the said Corse Bill of Complaint
Contained for Answer thereunto or unto so much thereof as they are advised
Doth Materially Concern them to make Answer unto they these Defen
Dants Answer and Say, that they absolutely deny to stand Indebted to
the Complainant either as Administrator and Administratrix or
otherwise in the Sum of Eighty Nine Pagodas Twenty four Fanams
and Forty Cash or in any other Sum or Sums of Money whatsoever
On the Contrary these Defendants Say that the said Corse Complainant
Stands justly and truly Indebted unto these Defendants as Administrator
and Administratrix as aforesaid in the full and just Sum of One thousand
One hundred and Forty Eight Pagodas Eight Fanams and forty Cash as
Will More fully and at Large Appear by these Defendants Bill of Comp
Exhibited in this Honble Court against the Complainant and the Recon
Cerned Therein Answered and also by their Replication to the said
Complainants Answer thereto, to which said Bill of Complaint Answer
and

4

And Replication these Defendants must humbly beg leave to Pray that the same may be Admitted as part of this their Answer and Defendants further beg leave to Observe that the said Complainant hath not in his said Cross Bill set forth to whom these Defendants as Administrator and Administratrix whereby they Conceive themselves not bound in Law and these Defendants Submit the same to the Judgment of this Honble Court

All Which Matters and things these Defendants are Ready and Willing to Verify Maintain and prove as this Honble Court shall direct and humbly Pray to be hence Dismissed with their Reasonable Costs and Charges in this behalf most Wrongfully Sustained

John Sykes
Attorney for these Defendants

A Rogata, do Mesmo Modo a Mesma Sua Mulher, Administradora, Administradora, do Estado, e Bens de Bartholomeu Raulins, Defunto com Edicilo Annexado, pello abaixo Assignado Procurador de Charles De A Layde, do Lugar de Abitante da Madeira

Aos Defendentes Diguo, que todo tempo de agora por diante, Salvando, e Reservando, em sim todo, em todo a maneira do Beneficio, e Avantagem, do Exceipção, pello muito Menhas, Esse, Sacrificio, Insufficiencias, e Imperfeicoens, que se contem na Dita abraviada Queixa, e por Reposta do que, em forma tanto quanto, Nos somos Obrigados, ou Mister alem do que Sera, nos por Sua Reposta Estes Defendentes Respondemos, e Dizemos, que elles Absolutamente Negam dever indemnidade ao Queixante, seja como Administrador, e Administradora, ou de Outra Qualquer Maneira, a Somma de Cinquenta Mores

Nove Pagodes, Vinte Quatro Fanoens, e Cincuenta Caixas, Que Otra Sima,
Ou Somas, do Dinheiro Quabgueo, Mais pello Contrario, a Dita
Abouefsa da Queixante, fica justamente e Verdadeiramente devendo
a estes Defendantes, como Administrador e Administradora, a Sima
De hum Mil, hum Cento, e Cincuenta Oito Pagodes, Oito Fanoens, e
Cincuenta Caixas, aquall Sima milhor parecido na Conta destes Defendtes
a sem esmo na Conta Corrente ao Demandado, e apresentado nesta Hma
Cauzal Corte, Contra a Queixante, como tambem na Replica destes
Defendantes pello Reparta do Queixante, Em dita Queixa, a Conta, e dita
Replica, Estes Defendantes humildemente pedem Liberdade de Reserva,
e Hoje que ellas sejão Admettidas como Parte desta Nossa Reposta. Estes
Defendantes tambem Mais, pedem a Liberdade de Remarkar, Que o dito
Queixante não fas menção, na Sua dita Abouefsa da Queixa, a quem
nos somos Administrador, e Administradora, e por falta Disso nos
temos Compareçido que a Dita Queixa hi insufficiente nas Deffe
(Aqual estes Defendantes Somedeme pello Sentencia deste Honoravell
Corte

Todas as ditas Materias, e Cauzas estes Defendantes Homem
Leste, e prompto, pedem Verificar, Mantinan, e provar, assim como esta
Honoravell Corte Verificado Dar-lhe, e humildemente pedem, de aqui em
Diante ditas, com as Reservas, e Custas, Nesta Cauza, muy
Cordialmente Testimunhamos

Miguel Resurreicion

Attorney & Notary
Resident

Sworn to before me this
4th of July 1770

Jean Bte Jourdan
Mayor

Rejoinder of Charles D
Montreal Merchant of Madras Inhabitan
Defendant to the Replications of Micha
Bt Resurrection, and Notary hire Mig
Administrator and Administratrix

at large by the fifth paragraph of an Inventory of the said Codicil that was
Annexed to the said Complainants Replication of the Twenty first February
One thousand seven hundred and Sixty one Their former Suit Against
this Defendant to which this Defendant admits, that he did give the said
Complainants Credit in their Account Annexed to his Answer and
Marked C in the former Suit for the aforesaid Sum of Two hundred
and Seventeen Pagodas and Twenty eight Fanams as also, the Estates
of the said Bartholomew Rawlins Credit for the same, as the Complai
made had and then produced the said Codicil. But as the said Codicil
hath been since proved, and new Administration Granted to the Comp
with the said Codicil Annexed on their Revocation of their former
Administration, and as the same is only a part of this Defendants said
Legacy which was received by him at Comp, he presumes he had no rig
either to give the Complainants, or the said Estate of the said Bartholom
Rawlins Credit for the same in his Answer to their present Suit especial
as the said Codicil hath been duly proved since the said his Answer, to
their first Suit as aforesaid. and this Defendant prays, that the following
Part of the Complainants Replication May be expunged Viz. that he did and
taxed with the exemplary Costs, as he conceives with Submission it is scan
Scandalous, and Libellous / To Wit / and those Replyants are
and, that this Defendant should Upon the
Strength of such Allegation Omit giving those Replyants Credit for that
Sum, when he did in the Account Marked C annexed to his Answer
to those Replyants former Bill of Complaint as also upon
grew a Particular Account of the said Sum, and as the Account Annexed
Annexed to his said former Answer, gave the Estate of the said Bartho
new Rawlins Credit for the said Sum of Two hundred and Seventeen
Pagodas and twenty Eight Fanams, as Costs Received on Account of the said
Estate and this Defendant humbly Submits to the Consideration
of this Honble Court, that Giving the Complainants and the Estate
the said Bartholomew Rawlins Deceased Credit on their former Suit
be

at large by the fifth paragraph of a Translate of the said Codicil that was
Annexed to the said Complainants Replication of the Twenty first February
One thousand Seven hundred and Sixty six to their former Suit Against
this Defendant. And this Defendant admits, that he did give the said
Complainants Credit in his Account Annexed to his Answer and
Marked C in the former Suit for the aforesaid Sum of Two hundred
and Seventeen Pagodas and Twenty eight fanams as also the Estate
of the said Bartholomew Rawlins Credit for the same, as the Complai
nants had not then produced the said Codicil. But as the said Codicil
hath been since proved, and new Administration granted to the Comp
with the said Codicil Annexed on their Revocation of their former
Administration, and as the same is only a part of this Defendants sai
Legacy which was received by him at Cuntapa, he presumes he had no
other to give the Complainants, or the said Estate of the said Bartholo
Rawlins Credit for the same in his Answer to their present Suit repos
as the said Codicil hath been duly proved since the put in his Answer
their first Suit as aforesaid. and this Defendant prays, that the follow
Part of the Complainants Replication may be expunged Annihilated &
laced with exemplary Costs, as being impertinent and Scandalous
Scurrilous, and Libellous / to Wit / and these Replyants are
and that this Defendant may be dismissed hence with Costs and expen
Strength of Scripture Usage and Court giving these Replyants Credit for that
Sum, when he did give the Account Marked C annexed to his Answe
to these Replyants former Bill of Complaint and which is also expressly
gives a particular Account of the said sum, and as the Account annexed
Answer of the late said Testator gives the Estate of the said Barth
new Rawlins Credit for the said Sum of Two hundred and Seventeen
Pagodas and twenty Eight fanams, as Cash Received on Account of the said
Testators And this Defendant humbly Submits to the Consideration
of this Honble Court, if this Giving the Complainants and the Estate
the said Bartholomew Rawlins Double Credit in their former Suit
before

B.

to the Estate and Effects of Barthelemew
Rawlins Deceased 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 Incertainty and insufficiency of the said Replication, for Rejoinder saith, That this Defendant is and doth continue certain and sufficient in the Law, to be Replied unto, And 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, certain, in such manner as therein is alledged and respectively And this Defendant also saith, that the said Replication of the said Complainants is uncertain, and insufficient in the Law to be Replied unto by this Defendant, for diverse defects, and imperfections therein contained. And this Defendant denies to be indebted to the said Complainants, as Administrators to the Estate and effects of Barthelemew Rawlins Deceased, in the sum of One thousand, One hundred and forty eight Pounds, Eight Shillings, and forty Cents or in any Lesser sum of Money whatsoever, But on the Contrary, this Defendant saith, and doth insist that they the said Complainants are truly and justly indebted to him as Administrator and Administratrix to the estate and effects of the said Barthelemew Rawlins Deceased, the sum of Eighty Six Pounds Eighty Shillings, and forty Cents, as set forth by this Defendant in his Account Current Annexed to his Answer, and for which Sum mentioned in the said Defendant exhibited his Cross Bill in this Honble Court, And this Defendant saith that he insists, the sum of Four hundred and Seventeen Pagodas and Twenty eight Fanams which the Complainants have falsely Charged him with in their Account Current Annexed to their Bill of Complaint he Ought not to be Debited for as a part of the money Arising from the Sale of the Wearing Apparel sold at Cowpaud the same Was bequeathed to this Defendant by the Deceased Barthelemew Rawlins in his Codicil of the Twentieth of October, which was in the Year of Our Lord One thousand Seven hundred and Sixty four, as will Appear more

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B.

to the Estate and Effects of Barthalomew
Rawlins Deceased 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 Incertainty and insufficiency of the
said Replication, for Rejoinder Saith, That this Defendants said Answer
is true, Certain and sufficient in the Law, to be Replied unto; And saith,
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 as therein is Alledged and expressed: And this
Defendant also Saith, that the said Replication of the said Complainants
is uncertain, and insufficient in the Law to be Replied unto by this
Defendant, for diverse defects, and imperfections therein contained. And
this Defendant denies to be indebted to the said Complainants, as Adminis-
trator to the Estate and effects of Barthelemew Rawlins Deceased, in
the sum of One thousand, One hundred and forty eight Pagodas, Eight
fanams, and forty Cashes or in any Lesser or greater sum of money whatsoever,
But on the Contrary, this Defendant Saith, and doth insists that they the
said Complainants are truly and justly indebted to him as Administrator
and Administratrix to the estate and effects of the said Barthelow
Rawlins Deceased, the sum of Eighty [illegible] Pagodas, Sixty six fanams,
and forty Cashs, as set forth by this Defendant in his Account Current
Annexed to his Answer, and for which Summ named in their
Defendant exhibited his Cross Bill, in this Honble Court, And this
Defendant saith that he insists, the sum of Four hundred and Seventeen
Pagodas and Twenty eight fanams which the Complainants have
falsely Charged him with in their Account Current Annexed to their Bill
of Complaint he Ought not to be Debited for, as it is apart of the money
Arising from the Sales of the Wearing Apparel sold at Cuddy and the same
Was bequeathed to this Defendant by the Deceased Barthelomew Rawlins
in his Codicil of the Twentieth of October, which was in the Year of Our
Lord One thousand Seven hundred and sixty four, as will Appear more

at

at large by the fifth paragraph of a Translation of the said Codicil that was
Annexed to the said Complainants Replication of the Twenty first February
One thousand seven hundred and Sixty six to their former Bill Against
this Defendant. And this Defendant admits, that he did give the said
Complainants Credit in his Account Annexed to his Answer and
Marked C. in the former Suit for the aforesaid Sum of Two hundred
and Seventeen Pagodas and Twenty eight Fanams as also, the Estates
of the said Bartholomew Rawlins Credit for the same, as the Complts
in the said Account mentioned, but as the said Codicil
hath been since proved, and new Administration Granted to the Comp
with the said Codicil Annexed on their Renovation of their former
Administration, and as the same is only a part of this Defendants said
Legacy which he was received by him as Compt, but presumes he had no right
either to give the Complainants, or the said Estate of the said Bartholom
Rawlins Credit for the same in his Answer to their present Bill respecti
as the said Codicil hath been duly proved since the putting in his Answer, to
their said Bill and this Defendant prays, that the following
Part of the Complainants Replication may be expunged Annihilated and
Cancelled as Impertinent, Scandalous, and Libellous [to Wit] and that the Complts may
and that this Defendant may be Exonerated therefrom on Oath and upon the
Hearing of the Cause by Order of this Court giving the Complts Credit for that
Sum, which he did in his Account Annexed to his Answer
to their Replication for more Perfect discovery also expects
gives a particular Account of the said sum, and in the Account annexed to
Answer to the said former Bill, gave the Estate of the said Bartho
a new Rawlins Credit for the said Sum of Two hundred and Seventeen
Pagodas and twenty Eight Fanams, as Credit received on part of the said
Legacy And this Defendant humbly Submits to the Consideration
of this Honble Court, how Giving the Complainants and the Estates
the said Bartholomew Rawlins Deceased Credit on their former Acco
be

Before they had procured the said Codicil and it being present to their
mind that there was the said grant of the said Legacy, or else they not giving
them Credit for the same, that they may reap pecuniary profit, or that any confusion
inference can be drawn there from that the Complainants are thereby
intitled to such part of this Defendants Legacy which she knowingly & Compo
as before said, As this Defendant could not forward from the Complainants
his said Legacy of the said Warning Apparel of the said Bartholomew
Rawlins Deceased by their former incomplete Administration and Concealing
wilfully what Money this Defendant had received on Account of the said
Estate of Bartholomew Rawlins she Ought to give them Credit for, as
this Defendant did not know whether the said Complainants Could
Produce the said Codicil as they did not do it when they Applied first for
Administration But as their former Administration was Revoked on the
said Codicil being proved in this Honble Court, and the said Complainants
having Other Administration Granted to them with the said Codicil annexed
and by which said Codicil this Defendant is left all the Wearing Apparel
of the said Deceased Bartholomew Rawlson, and the said Sum of Two
hundred and seventeen Pagodas and Twenty eight fanams being Part
of the said Legacy, which she Ought as aforesaid, does she presume
with Submission Justify her from the imputation or calumnious
Expression that the Complainants have maliciously Charged them with.
And this Defendant Conceives she is entitled by the said Codicil to his
said Legacy, now is it incumbent on her to Credit the said Complainants
or the Estate of the said Bartholomew Rawlson with the said Sum of Two
hundred and seventeen Pagodas, and Twenty eight fanams as before, by Virtue
of the said Codicil annexed with the rest indoubtable right to the same, And
this Defendant absolutely denies to have retained from or in any wise
Contradicted her Answer in their former Suit, and says, she was not intitled
to his said Legacy until the said Codicil was proved in this Honble Court
Nor Could withdraw and the same from the said Complainants for the before
mentioned reasons. And this Defendant saith, the said Sum of Two

hundred

hundred and Seventeen Pagodas, and twenty eight fanams, was really
received on, nor other Account whatsoever than the before said Wearing
Apparel, and in regard to the Assertions of the Complainants that if it
was true that the aforesaid sum of Two hundred and seventeen Pagodas
and twenty eight fanams was only on Account of the said Wearing
Apparel, this Defendant would Most have suffered the said wearing
Apparel to be sold, or have Credited the said Estate with the same, as
his Accounts Answered to their former Suit This Defendant saith to the
first part of the said Assertion, that it could not be supposed, this Defen-
dant would be at the expence of paying Bullocks and Coolys hire to
Carry the said Wearing Apparel about the Country wherever the Camp
Moved for no One place to another. Besides, the said Wearing Apparel
was sold by order of the Commanding Officer and was much wanted
at Camp, and of course it would Sell to a better Advantage in Camp
than it would have done elsewhere, and as this Defendant was
Miserable well Stocked with Clothes it was in his opinion better to dispose
them, than to keep them to spoil, and for the latter part of the said Assertion
he presumes, he hath said sufficient on that head. And this Defendant
Saith, that the sume of One hundred and eighty Pagodas which was
received here from Colonel John Wood, was for Curtow Mawe and there
hath not the least Connexion with this Defendants said Legacy of the
Deceased Wearing Apparel, and therefore the said Estate of the said
Bartholomew Rawlins is justly Credited for the same, But it does not
any means imply, that the said sum of Two hundred and seventeen
Pagodas and twenty eight fanams is on the same Account, for in the
Which it was Answered to this Defendants Answer to their former
head of the same Account where the Complainants have refer
an Account of the names of the persons who purchased the Wear
Apparel and the Sums of Mr Bartholomew Rawlins deceased a
Curtow, and Consequently the said sum of One hundred and eight
is not accounted or Headed by that, as the said Sum of Two hun
and seventeen Pagodas, and twenty eight fanams is for Apaul

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the Said Banks, But the Petanguin was exchanged by the said Deceased
housekeeper for a more Commodious One, as it was too Cumbersome for
Travelling nor was the same ever delivered to this Defendant But given
to the said Housekeeper by the said Deceased for to Carry or convey
her to Lincolnshire and therefore as it was given to her in the lifetime
of the said Deceased it could not by any means Appertain to the said
Estate of the said Bartholomew Rawlins nor can this Defendant be
Charged for it. and this Defendant says that a Silver Tankpiece is not
Improper name for a Silver Standish and was mysterious to this
Defendant as to What is Complained by the Complainants in their Replication
This Defendant does deny to have ever been in possession of a Gold Seal
Ring belonging to the Estate of the said Bartholomew Rawlins Deceased
But Admits to have received a Brass Seal and for which this Defendant
Says, he has given the Estate of the said Bartholomew Rawlins Credit,
in the Account Current Annexed to his this Defendants Answer, and
that he never was in possession of any other Seal, belonging to the Estate
of the said Bartholomew Rawlins. And this Defendant saith as to the
Piece of Lime Lace (the half of it was Converted to wrap the Corpse of the
Deceased Bartholomew Rawlins and the other half was made into
Bearings and Shirts for the said Deceased Natural Son Francis
Rawlins and which this Defendant Doubts not But to prove to the
Satisfaction of this Honble Court when time And this Defendant as
Desires to know were how in possession of the half piece of Lace Long (
and says, he knows nothing about it, nor does this Defendant Know
any Thing relative to the said Silver Tea Spoons, and three Silver Fo
Ones, or also the Petanguin Snuff with the Lefselle. And this De
Answers to know any thing Relative to the Two Coats of Stockings
Case there had been such was to be, he presumes, he was and is ent
To it by Virtue of the said Deceased Will. And this Defendant
That the Book Furniture mentioned by the Complainants to
in the possession of this Defendant Sister Susanna De Haydes
left the same with the Lumber of the Effects Many under there
the said Bartholomew Rawlins remaining before the Garrison of
Was surrendered to our Army as the said Deceased was her Cousin

Defendants said Legacy, and this Other Sum of One hundred and eight
Pagodas is for the said Bartholomew. And this Defendant further saith
to the Complainants Observing that the reasons which this Defendant has
given in this Answer for Debiting the Estate of the said Bartholomew
Rawlins the sum of Two Hundred and seventy eight Pagodas, Twenty four
fanams, and forty Cash, is as near to and Exactly One, that he this Defendant
Does not see any Cause for these Observations to Compare with or enquire
Lastly Appears his previous one the said Account Current for the said
Sum of Two hundred and seventy eight Pagodas, twenty seven fanams
and forty Cash, is for Disbursements made by this Defendant, during
the illness of the said Deceased Bartholomew Rawlins and his Funeral
Charges &c Cetera and with regard to the said sum of Two hundred and
seventeen Pagodas, and Twenty eight fanams this Defendant Conceives
he hath no Right to Credit the Estate of the said Bartholomew Rawlins
for the Same as it is Apart of this Defendants Legacy. And this Defendant
Denies to have Received from Abraham Johnson the sum of Thirty eight
Pagodas, four fanams, and forty Cash, and the sum of Thirteen Pagodas
from Joseph Dunn, But on the Enquiry this Defendant had Demands
the same from the before said Two Persons, as those Debts were for the
Cleaning Ground which he was left to this Defendant, and Consequently
the Estate of the said Bartholomew Rawlins hath no Right to be Credited
for the same. And this Defendant denies to know Received sixty One maunds
of Rice and which they say sold at the rate of three and a half fanams Rs
for a Pagoda, and Amounted to seventeen Pagodas, and twenty four fanams
But says true it is, he Received forty Parrocalls of Rice and which should
at Six Muscalls for a Pagoda, and amounted to the sum of Six Pagodas
and Twenty eight fanams, as set forth by this Defendant in the Account
Current Annexed to this Answer. And this Defendant denies, that the
Image of the Blessed Virgin Mary was ever the property of the said
Bartholomew Rawlins Deceased, But says it was the property of this
Defendants Sister Joanna D'Costa Lloyd as set forth by him in this Answer,
Nor is the same Matter of Evasion But matter of Fact. And this
Defendant denies, to know any thing relative to the Silver Sand Box, or

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this Defendant denies to have done any thing prejudicious of the following Articles, that was a small Jar of Ghee, that Bag of Cumd Pepper, that Curry stuff that Jar of Lamp Oil, that Sword Spit, and that Gold Purse, nor does he know Any thing Concerning them. And this Defendant does aver and will Maintain and prove that the Two Bags of Gold Fanams, was delivered by this Defendant to that Gentleman of the Court of Enquiry Appointed by order of Colonel John Wood of this Major And this Defendant Says, it is equally surprising and astonishing that the Complainants Should Debit him the sum of Six hundred Pagodas for the same, as the Letter of Mr. Christopher Machin the Complainants Attorney mentions Only three hundred Pagodas in Fanams the presumed, their estimation is Conjectural, as they Greatly Contradict the said Letter and this Defendant saith, that Mr. Christopher Machin, did write the said Letter to him, and which is under the date of the tenth of February One thousand Seven hundred and Sixty eight, wherein he says that Nanapah Francisco Pinheiro, and Simon Lopez, hath Declared, that whilst Ensign Andrew Johnson, was taking the Inventory of the Effects of the Deceased Bartholomew Rawlins Deceased at Madura One Charles Du Reyde detained in the hands of Ensign Alcock, Ensign Lutlow Lucas, and Lieutenant Collyear, Where they were ordered to pay the Sale on the said Deceased effects, One Gold Watch, a pair of Gold Buttons, One Gold Stock Buckle, One Coin Relic, three hundred Pagodas in fanams, and a quantity of Silver Buttons, which was not drawn on the said Inventory was produced at the Court of Enquiry held at Madura And this Defendant saith, that the said Mr. Christopher Machin was fully Authorized by the said Complainants to Act for them, as they had Constituted and Appointed them to be their Lawful Attorney, nor can they overrule what he hath Legally Done by the power they have invested him with in the transacting the said matter, and this Defendant says he cannot take upon him to divine into the meaning of the said Mr. Christopher Machin, But as that part of the Letter Relative to this Defendants Delivering the Fanams to the Amount of three hundred Pagodas into the hands of the Court Martial of the Court of Enquiry is not Ambiguous or anticipated it

is

is to be hereby granted & that what has been wrote was Really true, and
Especially as he says the same is the Declaration of the said Ninapah
Francisco Penbrose, and Simon Lopez, nor can the Complainants Vague
and empty Pleas avail them any thing as what is alledged was only mean and
as a Demand, wherein there is not a word that purports or implys the
Same with that sentence, and this Defendant says, that there was not sufficient
to take an Advantage of any unguarded or indiscreet expressions of
either theirs, or their said Attorney Mr. Christopher Machin, But
wherein he is injured so greatly as being Charged with the said Sum of five
hundred Pagodas, which demonstratively Appears to be but Nine or ten
hundred Pagodas, which was delivered to the said Court of
three Hundred Pagodas, and which was believed to the said Court of
Inquiry by this Defendant, as will Appear by the said Letter when
Produced as an Exhibit. And this Defendant says in justice to himself
self to himself it was incumbent upon him to insert an Extract of the
said Mr. Machins Letter to him, for to exculpate himself from such
an unjust & payable as pretence, and this Defendant Saith, that notwith
standing the Complainants have endeavoured to Blacken his Char
ter, he Believes it will Stand the Test of a Scrutiny: And this Defend
Saith, further that the Complainants declared People to him, who Not
Proposed to Accommodate the Matters between the said Complainan
and this Defendant, But this Defendant being Conscious that he
had justice on his side, as also that they had Commenced a false su
Against him did not Choose to Compromise the Affair between them
Without the Complainants would give it in writing under their
hands, that they would pay him the Balance that was due to
from the said Estate, and Debts to the Complainants as found by
and this was the reason, that their former Suit was Non, until
Reversion of their former Abscission to that end this Defendan
that the Court said that they would discourse to the Complainants on
and reduce the same to writing many things to their Advantage
then praying him to Balance Account it would be found to their pr
and this Defendant Admits on his producing the said Accounts
Complainants Objected to them, But their Objections were by

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and Administratrix of the Estate and Effects of the said Bartholomew Rawlins Deceased are indebted to this Replyant and to the sum of eighty Three Pagodas, twenty Six fanams, and forty Cash, as set forth by this Replyant and the said Cross Bill of Complaint. And this Replyant denies to be indebted to the Estate of the said Bartholomew Rawlins Deceased or to the said Defendants as Administrator and Administratrix to the same, or to the sum of One thousand One hundred and forty eight Pagodas, eight fanams and forty Cash, or to any Greater sums of money whatsoever, as will more at large Appear by this Replyants Answer and Rejoinder to their Original Suit, and to which to this Replyant thumbly Prays Reference. And this Replyant further saith, Notwithstanding what Is by this Confession of said unfortunate to whose Estate, they the Defendants are Administrator and Administratrix, is most of Such consequence as the Defendants would infer, as they have stated this Replyant in their Original Suit as Administrator and Administratrix to the Estate and Effects of the said Bartholomew Rawlins Deceased, and as this Replyant hath put in his Answer to their said Bill as such; Besides the Defendants have not Administrator and Administratrix to any other Estate as this Replyant knows of—

All which is Matter and things this Replyant is ready to Maintain and prove as this Honble Court shall direct, and humbly prays as in and by his said Bill he hath already Prayed—

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Wm Cranmell
Attorney for the Cross Complt

Read and filed
the 4th Sept 1790

The Rejoinder of Michael Ed
Howard Russell the Wife Administra
Administratrix with the Estate and Effe
Bartholomew Rawlins Deceased with a
Rejoinder to the Cross Replication of Cha
Dorothy late Howard formerly of Madras Unba
Spinster

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Make them answer upon Oath the Defendant or the heir he the executor and
and just Account of every thing that came to their hands or possession
belonging to the said Estate of the said Bartholomew Rawlins and Duncan
or that Account to Account to their Answer or their former Court, and in their
Accounts Answer to their Answer to this present Court he shall be done that
same every thing the Meaning Appears, and which was left to be done by
the said Duncan Bartholomew Rawlins as aforesaid and Consequently
Just and Accountable to the Estate for the same

All which matters and things this Defendant is ready
to aver maintain and prove as this Honble Court shall direct, and
humbly prays as soon and by his said Answer he hath already Prayed

Wm Cranmell
Attorney for the Defendant

Rd and filed
July 1770

The Replication of

Carlos De Hayden Complainant to the Answer of Michael
Lobo and Maria his Wife Administratrix
& Effects of Bartholomew Rawlins Deceased Defendants

This Replicant saving and reserving to himself all and all manner of Exceptions
to many untruths in the said Defendants Answer contained for Replication
thereunto saith that he will aver and maintain his said Bill of Complaint
to be true certain and sufficient in the Law to be answered unto and that the
said Answer is insufficient to be replied unto by this Replicant and that
this Replicant will prove his said Bill true certain and sufficient
the said Defendant to be compelled to answer the same

1775

and Administratrix to the Estate and Effects of the said Bartholomew
Rawlins Deceased are indebted to this Replicant in the sum of eighty
Pounds Pagodas twenty five fanams and forty Cash as set forth by this
Replicants said Bill of Complaint And this Replicant
doubts to be indebted to the Estate of the said Bartholomew Rawlins
Deceased or to the said Defendants as Administrator and Administratrix
to the same in the sum of One thousand One hundred and forty eight
Pagodas eight fanams and forty Cash or in any lesser sum or sums of money
whatsoever as will Appear at large Appear by this Replicants Answer and
Rejoinder to their Original Bill, and to which he this Replicant humbly
Prays Reference And this Replicant further saith, he cannot nor will
Lubmit from his Confession of and maintaining to whose Estate they the
Defendants are Administrator and Administratrix, in as full
such manner as the Defendants would in case, as they have said this Repl
in their Original Bill as Administrator and Administratrix to the Esta
Bartholomew Rawlins Deceased, and as this
and Effects of the said Bartholomew Rawlins Deceased in such Bill
Replicant hath put in his Answer to their said Bill as such Administ
Defendants are said Administrator and Administratrix to any other
Estate this Replicant knows of

All which Matters and things this Replicant is ready to
Maintain and prove as this Honble Court shall direct, and humbly pra
as he by his said Bill he hath already Prayed

Wm Cranmell
Attorney for the Complt

1775

Rd and filed
Sept 1770

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 many uncertainties Insufficiencies and Imperfections in the said Corse Replication Contained for Rejoinder thereunto say, that they will aver and maintain and prove their Answer to the Replyants Corse Bill of Complaint and all and Singular the Matters and things therein Contained to be good true and sufficient in the Law to be Replied unto in such Manner and form as the same are therein and thereby Set forth and Alledged and that the said Replication is Vary uncertain Erroneous and Insufficient These Defendants further say that they shall not be bound to Answer unto the said Replyant either as Administrator and Administratrix or Otherwise, either in the Terms of Eighty Nine Pages or Twenty Six Sheets and Forty Folios or any other Number of Sheets or Folios of Writing Whatsoever These Defendants also deny that the said Replyant did Exhibit his Corse Bill of Complaint Bill Set forth that these Defendants are Indebted to the said Replyant as he Falsely and Untruly Alledges but these Defendants further say that so far from their being Indebted to the said Replyant as he Falsely Alledges he the said Replyant is justly and truly Indebted unto these Defendants as Administrator and Administratrix aforesaid in the full and Just Sum of One Thousand One hundred and forty eight Pounds eight Shillings and Sixpence with Interest for the same from Michaelmas One thousand Seven hundred and forty eight Deducting thereout Twenty Pounds which these Defendants Admit to be due to the said Replyant and the Account Current thereof these Defendants are ready to Account for and Pay to the said Replyant as this Honble Court shall Direct and these Defendants further say that they Conceive the said Replyant ought not to be Admitted to Reply to their said Answer to their said Bill of Complaint and the said Corse Answer to the said Replyants Corse Bill of Complaint and Cross Bill and these Defendants Conceive that they are Entitled to have the same Dismissed out of this Honble Court with their Costs in that behalf Sustained and these Defendants are ready to Aver and Maintain this their Answer to the said Replyants Corse Bill of Complaint and Cross Bill as this Honble Court shall Direct and Award and these Defendants humbly

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humbly Conceive Cannot Stand Good and Sufficient in Law Notwithstanding the said Complainant in his said Replication Saith that such an Omission in Complainant in this said Replication Saith that such an Omission in the Consequence as these Defendants would Insist upon Colour Not of such Consequence as these Defendants would Insist upon Colour that these Defendants have sued him the Replyant in this Honble Court as Administrator and Administratrix to the Estate and Effects of Just as Administrator and Administratrix to the Estate and Effects of the said Bartholomew Rawlins Deceased, and that in the Replyants Bill of Complaint he the Replyant has Answer to these Defendants said Bill of Complaint as such, besides that these Defendants are and Administrator and Administratrix to any other Estate as the Replyant knows of Jan Rejoinder to which Application these Defendants beg leave to say that notwithstanding they these Defendants have sued the Replyant in their Original Suit as Administrator and Administratrix to the Estate and Effects of Bartholomew Rawlins Deceased and that the said Replyant Pretends in his said to their said Bill as aforesaid Yet they Conceive this can be no reason Why that Replyant or Vindicate the said Answer, for these Defendants for Want of Like being Set forth to whom they are Administrator and Administratrix Know not nor Account of to whose Estate they were sued, and if the Said Replication Respecting the same by way of Declaration can by no Means Avail them, and with Respect to the said Replyants setting forth in his Replication that these Defendants are and Administrator and Administratrix to any other Estate as the Replyant knows of These Defendants beg Leave to Observe to this Honble Court that the Reply and is Entirely Ignorant whether they are Concerned as or no Know but these Defendants may have had Letters of Administration Granted them to some Other Estate by Other Courts of Judicature Should or some Other of the English Plantations or the East Suppose they have had no other Letters of Administration than by this Honble Court them to the Estate and Effects of the Bartholomew Rawlins Deceased

All Which Matters and things these De

Ready and willing to Abide by Whatsoever and How as this Honble Court shall direct and Ordain by Decree and by their said Answers they have all Ready Prayed

John Sykes
Attorney for the Defendants

Interrogatories to be Administered to the Witnesses to be Produced Sworn and Examined on the part of the Complainants in a Certain Cause Now Depending in the Honble the Mayors Court of Madraspatam wherein Richard De Rosemorben and Ursula his Wife Administratrix and Administratrix of all and Singular the Goods and Chattles Rights and Credits which were of Bartholomew Rawlins Deceased with a Cross Bill Annexed are Complainants and Charles de Leydecker Defendant

1st Do you know the Parties Complainants and Defendant in this Cause or any of them If Yea How long have You or have known them or any of them

2 Were or not the Deceased Bartholomew Rawlins on the Day of the Date of the Bill of Complaint or at any time in the Life time Ordered by the Mayor the Court of the Defendant or the Court to bring in and Lay before the Defendant or the Court an Inventory of all and Singular his Goods and Effects and Credits which were of the said Bartholomew Rawlins Deceased with a Cross Bill Annexed and for what reason and how long before the Decease of the said Deceased did he neglect

Mayors Court at Madrespatanam

Between Michael de Rosario and Mouttatchee Mr. for the Administrators of Bartholomew Dieuade Complainants and Charles Mayor of Cuddalore Inhabitant Defendant On the Part of the Complainants

Depositions of Witnesses taken on this Commission

And before the Examiner as follows viz.

Nineappen of Triplicane Cowrieply aged 31 Years or there being Duly Sworn as a Witness on this Commission on the Part of the Complainants was on the 2 Day of April 1770 by Interpreter Person at the Office of Wm. Cranmer Mahon Attorney for the Defendant by my Clerk to Jonathan who also left a Notice of the same Title and Place of Abode Deponent on the 4th Day of the same Month before Deponent and afterwards on the 6th Day of the same Month before and examined deposeth as following viz.

To the said Interrogatory this Deponent saith that he doth know Michael de Rosario the Complainants and that he hath known him 7 Years or thereabouts, and that he doth know the other Complainant on this Coast about 6 Years and that he further on the best he doth know Charles the Defendant in this Cause and that he doth or hath known

or others about the Business

there for to whom was the same Paid or Delivered? Did You or did You on Account of the said Bartholomew Rawlins Estate? If Yea, what sum of Money did You as Executor or Executrix receive from them and by whose Order and what became of it or to whom did You Pay or Deliver it? Did or did not the Defendant at any time after the Death of the said Bartholomew Rawlins or in his Lifetime and Demand of You any Jewells or other things? If Yea, did You or did You not Deliver You any things to Deliver to the Defendant? If You did so for the Particulars of those things? To whom did the said things belong or to whom did he say they belonged? what was the Value of them as You know or believe? Did You or did You not Deliver those things to the Defendant Accordingly? If Yea, was it or was it not any Person and whose Consent when You so Delivered them? The whole of these Matters According to the best of Your Knowledge Information and belief together with the Reasons of Such Your belief and how You known or became Acquainted with them Matters fully and Particularly Declare

3rd Did You or did You not Recommend and did You or did You not Recommend for the Peregah Company at any time after the Death of Bartholomew Rawlins in the Life of the Interrogatories Named Deliver to the Defendant or other Person any things which belonged to the said Bartholomew Rawlins in his Lifetime? If Yea, Set forth the Particulars of those things and how or from whom the said Peregah had got or Received them? Did You or did You not Demand of any other Person Goods Effects or Money which became vested in the said Peregah and which You ought to have had the Management of? If Yea, Set forth the Particulars of the same to the best of Your Knowledge Information and belief? Did You or did You not Receive from the Defendant Bartholomew Rawlins Effects? If Yea, Set forth the Particulars thereof the Value of them and when and where You received the same and how You disposed of the same? Do You know of any Agreement Covenant or Writing between the said Bartholomew Rawlins and the Defendant Charles Mayor of Cuddalore or any other Person or Persons touching the Premises in this Cause? If Yea, Set forth the same and the Contents thereof as far as You can remember and Declare whether the same is in Your Custody or Power or in the Custody or Power of any other Person or Persons and if in the Custody or Power of any other Person or Persons in whose Custody or Power the same is and why You have not procured the same to be produced in this Cause? Do You know or believe that the Defendant hath any Estate Real or Personal in the Coast of Coromandel or elsewhere in the East Indies? If Yea, Set forth the Particulars thereof as far as You can or may know or believe and how You know or believe the same? Do You know or believe that the Defendant hath any Estate Real or Personal in Great Britain? If Yea, Set forth the Particulars thereof as far as You can or may know or believe and how You know or believe the same? Do You know or believe that the Defendant hath any Estate Real or Personal in Great Britain? If Yea, Set forth the Particulars thereof as far as You can or may know or believe and how You know or believe the same? Do You know or believe that the Defendant hath any Estate Real or Personal in Great Britain? If Yea, Set forth the Particulars thereof as far as You can or may know or believe and how You know or believe the same? Do You know or believe that the Defendant hath any Estate Real or Personal in Great Britain? If Yea, Set forth the Particulars thereof as far as You can or may know or believe and how You know or believe the same?

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Which to which You have not been Interrogated before Particularly Interrogated, and to which You have not been Informed or do believe If Yea Declare the same as You know have been informed or do believe together with the Reasons of such Your Belief as fully and if You had been therewith Particularly Interrogated

John Lyked
Attorney for the Complainants

To the Second Interrogatory this Deponent Saith that while he was with the Defendant on Company near Madura the Deceased Bartholomew Rowlan Arrived at his the Defendants Fort, and that upon enquiring of the said Bartholomew Rowlan in Manner who these Master the said Bartholomew was they informed him that he had been Murder'd by Ensign Cowan and that he was sent to the Defendants Fort by Colonel Charles Campbell Orderd Immediately as he had Arrived Very sick at Camp and there was no Other Convenient Place for him that this was about 9 Days before the Decease which happened on the same Day before the Deponent came after his the said Bartholomews Arrival at the Fort of the Defendant the said Bartholomew had desired the said Defendant to get an Order for the Removal of his Effects Out of the Fort of Madura which the Defendant did Accordingly Procure for him of Colonel Campbell and then Sending for this Deponent should Leave the Fort with them for the Inventory to be taken by Mr Flood this Colonels Secretary, and after delivering it to the Deponent to Send to Camp with a Slave of the Deceased Who would Show him the House and being out of the Fort the Effects aforesaid, after Showing the Peon Major Monkton the Officer on Guard, had Colonel brought all the Goods out, delivered them to the Defendant that Same Day, and then this Deponent Left the Fort and Returned to Camp and the Goods being thus Delivered to the Defendant was Ignorant of the Opposite to that he Deponent Heard that the said Bartholomew Rowlan from whom was Ignorant was that Books Accounts had the Care and Management of his Affairs that about four Days or more before the Decease he the said Bartholomew fell sick, and at the Time of his Death was Ignorant to this Deponents Knowledge of Goods and Effects, but as to Money he has Often heard from the Slaves of the Deceased that he had Some Pagodas or what he the said Bartholomew Rowlan died, his Effects Were Sealed up by Peon of Major Monkton who Commanded and Guarded the Fort Camp Chest and sealed all the Effects of the Deceased Under

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Mention that Fort opposite to that in which the Defendant and this Deponent lived at which time this Deponent was present and Assisted and that Two of the Trunks which they the Deponents had brought Out of the Fort and deposited there were missing, that the aforesaid Officers after making all the other Effects that were in the Fort Inventied of the Defendant, there was one Money belonging to the Deceased, upon which the Defendant brought them from the Fort Locked in One Bag of Madura Gold Fanams, which after counting they Carried away. That this Deponent, going immediately after into the Fort in which the Defendant lived, saw there the two Trunks which he had observed were missing in the other Fort as also another Trunk and an Escritore which the Deceased had brought with him when the first came—none of which were stated in this his Inventory which the Defendant how it happened that these Two Trunks which he asked the Defendant how it happened that these Two Trunks which he were before in the other Fort had been brought in to this to which he Replied that they contained the Cloaths of the Son of the Deceased who had come there with his Father, but this Deponent Cannot say from his own Knowledge what was really contained in the said Trunks—the Escritore, however, that in the Trunk which the Deceased at first brought with him was Contained One Silver Tankard and 1/2 a Piece of Cloath, and that in the Escritore was a Silver Tankard and Spoon, and a Silver Snuff Box together with a Gold Seal Ring and an Ivory Folder—and that there were likewise several other Effects which were not valued as aforesaid Viz—Sixty Rice and one half Marcalls of Rice and Eight Marcalls of Ragy which the Defendant sent to the Nattaltong Fort as was said Rice—a Stove, Patankeer or Double Tea and all Sorts of Chinaware—a Stove, Patankeer or Double Tea and all Sorts of Chinaware—one Jar of Lamp Oil—One Lead or Bundle of Black Pepper, One Bag of Ivory Staff or Seat and a Sword from all which Removed in the Fort House of the Defendant—that five Days after the Circumstance of taking the Goods Major Monkton and the Defendant Orders to send thereon a Corvalley which was built by Joseph Cannon Esqr to be sold by Outcry that in Consequence of this three things which had been sealed Only were sent to the House

Cross Examd

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with the Answer And moreover this Deponent saith he is not related to this or the said

Interrogatory

Wm Chambers
Examiner

Mayor's Court
Madraspatnam

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Between Michael de Rozario &c
and Mary Ann his Wife Administratrix and
Administratrix of Bartholomew Rawlson
deceased Complainants and Charles De
Mayday of Cuddalore Inhabitant Defendant
On the part of the Complainants

Depositions

of Witnesses taken in this Cause by and before
the Examiners of this Court as follows viz.th

Simon Lopez of Madras Merchant Aged 60 Years or thereabouts being produced
as a Witness in this Cause on the Part of the Complainants was on
the 2d Day of April 1770 shewn on Person at the Office of Mr Wm
Cornwell who is Attorney for the Defendant by my Clerk Aaggala
Soamboo who also left a Note of the Name Title, and Place of abode
of this said Deponent, and afterwards on the 4th Days of the same
Month being sworn and Examined Deposeth as follows viz.th

To the first Interrogatory this Deponent saith that he doth know
Michael de Rozario the former of the Complainants in this Cause as
well as Mary Ann his Wife and that he hath so known him about 10
Years and has ever since her Infancy and that he doth likewise know
Charles de Mayday the Defendant in this Cause and hath so known
him in like Manner ever since his Infancy

And moreover to the said Interrogatory

To the third Interrogatory this Deponent saith that some time
in the Forenoon Between Sunday the 22nd of July last he this Deponent
and this Cause which he knows to be in the Property of Bartholomew
Rawlson then deceased, having been with the Woman that had lived
with the said Bartholomew whose Name appears as aforementioned
Came to demand them of him and present also with the Defendants
when the same things were delivered That the Particulars of the said

Effects

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Effects were as follows viz^t. Ready money Silver Spoons Lingered Small Stuff the Deponent cannot remember how many Cases about two or half or two Corge of Shirts &c. And this Deponent further saith that he did the Knows of several other Particulars the Property of the said Bartholomew Rawlins Deceased, which were not sealed up or otherwise with the Rest of the Effects after his Death that those Commissioners Small Palanchees Completely a Ranger a gold seal and some Body Ware all which this Deponent saw at the House of the Deceased after the Outcry of the Goods, excepting the Salamby, which however he did Presumption Proof of from the General Talk that was about it that there was one and a Considerable Quantity of Paddy and Rice which together with the things above enumerated he saw taken out of the and brought to the Fort of the Defendant, by the Executor Deceased Bartholomew Rawlins during her Lifetime, but what the Paddy Rice was not to his Knowledge, and that after the Outcry of the Effects of the deceased he saw the said Defendant and Mary of Bengal the Widow Executrix Deceased. And this Deponent further saith that after the Outcry of the Effects of the deceased he saw the said Defendant and Lascar of the Ship Queen Mary of Bengal the Widow Executrix Deceased as several others had then the Property of the said Bartholomew Rawlins Sworn at Madura this 11th day of the Last Instant before me

William Chambers
Examiner

Simon Lopez

Additional Interrogatories to be put and Answered by the Defendant Simon Lopez on the Part and behalf of the Original Complainants Executrix Deceased Bartholomew Rawlins and Examined on the Part and behalf of the Defendant Executrix Deceased

To Simon Lopez

1st. Do You know or do You not know the Parties Complainants and Defendant and Complainant and Defendant this Cause and Cross Cause or any of them? If Yea, How long have You so known them or any and which of them? Declare

2d. Do You or do You not know of Charles De Mayde the Original Defendant and Cross Complainant in this Cause and Cross Cause, Taking Possession of any Rice which was the Property of the deceased Bartholomew Rawlins during his Lifetime? If Yea, what Quantity of Rice Did the said Charles De Mayde so take or get Possession of and at what Place and what was the Price of Rice at Madura or in the Camp near Madura at that time? The whole of these matters According to the best of Your Knowledge Remembrance Information and belief together with the reasons of such Your belief and how You know or became Acquainted with the said Matters fully and Particularly Declare

3d. Were You or were You not at Madura at the time of the decease of Bartholomew Rawlins in the Title of these Interrogatories named? If Yea, Do You or do You not know of the said Bartholomew Rawlins Effects being put up to Sale at Publick Outcry or Auction? If Yea, by whom were they so put up to Sale or who had the care or management thereof? Did or did not any Person or Persons Write down or take an Account of the things so Sold at the said Outcry or Auction? If Yea, who by and by whom was such Person or Persons Employed for that Purpose? Were You or were You not Present and Did You or did You not Write or Witness or take any Account of the things so Sold at the said Outcry or Auction or in any other Respect? If Yea, How and in what Manner were you so? Did You or did You not at that Occasion? Was You or were You not Some Time present at and Assisting on the said Outcry or Auction? Acquainted with the Things Sold and the Accounts

Accounts of such Sales &c. as You Joseph shall then Account or Papers writing
now produced and shown to You at the time of Your Examination
Marked Letter A a Copy of the Accounts of the said Cutting or Auction
Orders or does and the same contain a Just and true Account thereof
for or what was the Accounts now Produced taken and by whom
The whole of these Matters According to the best of Your knowledge
Remembrance Information and belief together with the Reasons of
Such Your belief fully and Particularly Declare

To Joseph Browne 4th I Joseph shall Account or Papers writing now produced and
shown to You at the time of Your Examination have marked Letter
A a true Copy of the Accounts of the sales of the Servants Bartholomew
Rawlins Effects, or does and the same contain a Just and true Account
thereof or such of them as were Sold at Publick Outcry or Auction &
is or is not the same a true Copy of the Accounts said to Contain an
Account of the Sales of the said Bartholomew Rawlins Effects Who
Wrote the Account now Produced and by whose direction and where and
when The whole of these matters According to the best of Your
Knowledge Remembrance Information and belief together with the
Reasons of such Your belief fully and Particularly Declare

To Mr Francis Hanny 5th Were you and the Capt Mackander the Certificate Dated
Subscribed Paper Writing now Produced and shown to You at the
time of Your Examination Marked Letter B and by Joseph Dowe
If You Was You or was You not present and did You or did You not See
the said Joseph Dowe make the said Mark Did You or did You not See
Worth the said Certificate Declaration or Paper? Why did You or
Joseph Dowe by put his Mark to the said Paper Writing? Is or is
not the said Joseph Dowe living or Dead If Dead when did he
die? Fully and Particularly Declare

To all the Witnesses 6th Do You know or have any other matter or thing or know You heard
or can You set forth any thing touching the matter in Question in
this Cause and Capt Cause that may tend to the benefit or Advantage
of the Original Complainants and Capt Defendants If Yea
Declare the same as You know or have been informed or do believe to
gether with the reasons of your belief as fully as if You had been

thereunto Particularly Interrogated

John Sykes
Attorney for the Original
Compl.ts & Cross Defendant

Accounts of Goods Sold in Publick Outcry Viz.t

			D.o	Pa.ds	Fa.ths
Major Wood					
To 12 Slaves Boys & Girls			120 " "	120 " "	
			D.o		
Mr Domett					
To 4 Pc.s Striped Cloth			36 "		
To 2 Pc.s Sandal Cloth			5 "	"	4 "
			D.o		
Captain Dormond					
To 1/2 Malabar Cloth			"	36 "	
To Parcel Buttons Pinheaves &c.a			"	25 "	
To 2 Pc.s of Black Silk			2 "	12 "	
Some Remnants of Silver Lace			1 "	25 "	
To Some Pc.s of Silk			6 "	5 "	
To 5 Pair of Knives & Forks			5 "	20 "	
To Some Spoons & Pickers			"	35 "	
To 1 Bed of Canvy Stuff			"	26 "	
To 1 Feddr and Bolster Pillows			2 "	9 "	
To 1 Bason and Box			"	7 "	
To 1 Case of Sam Vinegar			1 "	5 "	
To 1 Pc.s of D.o Linn			1 "	13 60	
To 1 Parcell of Sewing Stuff			"	13 60	
To 1 Couch and Bed			1 "	1 "	
To 2 Silver Buckles			"	18 "	
To 1 Bundle of Sealing Wax			"	31 60	
To 2 Curtains			1 " "	29 "	4 60
			D.o		
Ensign Hoock					
To 1 Trunk			6 " "	6 " "	
			D.o		
Doctor Lucas					
To 1 Silk Carpet			10 " "		
To 2 Silver Seat			3 " "	13 " "	

Ensign Baldwinbeck

2 Hatts			
1 Lamp and Snuffers	3		
1 Basket of Tumblers &c		2/	
1 Lead	1	2	
	1	9	6 2
Mr Francis Pinheiro			
2 Hatts			
1 Box	3	12	
		2/	4 9
Doctor St Ange			
1 Gold Buckle	3	Paid	
6 Plates Bowl & Dish	1	12	
Some Cinnabar things	2		
1 Leather Box and Handkerchief	2		
2 Spurs		16	
2 Irons		2/	9 22
Ensign Shaw			
2 Waistcoats			
Some Pillow Case and Tapes	1	9	
1 Small Box		13	
	1		2 22
Mr Victoriano Johnson			
2 Waistcoat			
2 Do			
2 Do			
3 Do	3	5	
1 Velvet Coat	1	9	
1 Silk Do	1	35	
1 Do	1	9	
1 Do	4		
1 Cut Buttons & Pellampore	1	5	
1 Trunk	1	25	
1 Pr of Buttons	3	5	
1 Trunk and Some things	4	5	
1 Grammer	1	5	
1 Carpet		16	
2 Box	3		
1 Seal Box	5	5	
Some Canes Shoe Horn Scissors		12 6	
		1/	
	3	5	
	1		

Doctor Carriad

1 Silk Waistcoat	1	9	1 9
Mr Ross			
1 Coat and Britches	1		1
Captain Hagner			
1 Silver Cup and Basin	15	9	
1 Shaving Box Complet	2	27	
Some Silver things		25	
1 Trunk and Some Old things	3	5	
1 Silver Box	5		
Some Silver Lace and Sealing Wax	2	5	22 35
Mr Hosmer			
3 Pr of Britches	2	Paid	2
Modushisna			
3 Banianeas	1		1
Serjeant of the Train			
2 Pr of Stockings		26	26
Mr Simon Lopes			
2 Pr of Silk	3	16	
2 Brass Pots	1	31 60	
1 Ham and Pr of Beef		16	
1 Cheese		17	6 6 60
Captain Wear			
1 Shab	4	12	
1 Dictionary and Rollers	2		
1 Pare of Sweetmeat		16 60	
2 Jams		20 60	7 19
Lieutenant Baillie			
Some Remnants	7		7
Mr Drury			
1 white Shab	13		13
Lieutenant Fourtoun			
Pen Knives Penholders Ink Bottle Lazer	2	27 Paid	
2 Mugs		1 60	2 28 60
Mr Roberts			
2 Pellampores	2		

1 Looking Glass				
2 Iron Plate Bowls and Dishes	3	12		
	1	9	6	21
Lieutenant Ragnell				
2 Pillowcases				
1 Bag of Linnen				
	3	9		
	1	-	4	9
Lieutenant Coule				
2 Pillowcases				
1 Trunk				
1 Sea Cotty & 1 Brass Lamp	2	22		
1 Cyguelet & 1 Brass Pott	6	22		
1 Iron Plate Bowls & Dishes	1	-		
	-	15		
	1	10	11	24
Serjeant Sparks of the Robalts				
3 Pillowcases				
1 Barnum Cape &c	3	9		
1 Brass Basoon	1	22		
1 Iron Salt Fish &c	1	-		
1 Bear with Iron Things		8		
1 Sea Box		22		
1 Leather Bag and Sundrys	1	18		
	1	9	9	29
Ensign Topladey				
1 Pr of long Drawrs				
	2	12	2	12
Ensign Blake				
1 Shaving Tools				
1 Shank				
1 Trunk				
1 Candle Sticks & Tea Pott	1	9		
1 Brass Pott	6	-		
	4	12		
	2	-		
	1	18	15	9
Mr Ronhow				
1 Trunk				
	2	9	2	9
Nainapah Conicopley				
1 Brass Box				
1 Iron Bason		12		
1 Pr of Pistols				
1 Old Box				
2 Pr of Sheets				
1 Blanket				
1 Cutlass				
	-	12		
	-	24		
	1	10		
	1	27		
	4	9	13	13

Serjeant Russel				
1 Pr of Blew Cloth	1	9	1	9
Mr Leonard Johnson				
1 Brass Spittle	1	9	1	9
Lieutenant Martine				
1 Coffey Pott & 1 Tea Pott	2	-		
1 Leather Box		15		
1 Bridle		3	2	18
Ensign Johnson				
1 Brass Basoon & Pott		15		
1 Large Mugg	1	9		
1 Bear with Coffey	1	22		
1 Tea Box	1	9		
1 Sugar & wheat Basketts	1	10	5	20
Lieutenant Dolieux				
1 Glass		26		
1 Iron Old Shovel		9		
3 Cheares		35		
1 Cyguelet & Brass Pott	1	-	2	30
Lieutenant Davidson				
1 Leather Box	1	9		
1 Ewrito		9	1	18
Lieutenant Little				
1 Horse furniture	8	9	8	9
Captain Hooker				
1 Small Writing	2	5	2	5
Mark Boyard Carpenter				
1 Empty Box		24		24
Ensign Green Valliar				
1 Cutter	2	30	2	30
Lieutenant Gold				
1 Cutter	1	-	1	-

Phil Pope Whiting was shown to Lieut Lopez and Insign Browne at the time of their Examination respectively before Insign Browne at the Time of their Examination respectively before Insign Browne at the Time of their Examination respectively before Insign Browne at the

1 Lanking Clift					
1 Large Flat Bowls and Dishes	3	12			
Lieutenant Raguell	1	5	6	5	
2 Pillowcases					
1 Bag of Linnen					
Lieutenant Coule	3	5	4	1	
2 Pillowcases					
1 Trunk					
1 Tea Cetty & 1 Brass Lamp	2	22			
1 Cupelet & 1 Brass Bell	6	22			
1 Small Flat Bowls & Dishes	1				
		15			
Serjeant Sparks of the Nobles	1	12	11	24	
3 Pillowcases					
2 Barrian Cases &c					
2 Brass Basons	3	9			
1 Small Salt Fish &c	1	22			
1 Bear with Linnen	1				
1 Sea Box		2			
1 Leather Box and Lumber		25			
Ensign Topladey	1	12			
1 Pr of long Drawrs	1	2	4	26	
Ensign Blake					
2 Shaving Tools	2	12	2	12	
1 Spunk					
1 Trunk					
1 Cutlash Stick & 1 Sea Pott	1	4			
3 Brass Pots	6				
Mr Rowhouse	1	12			
1 Trunk	2				
Fainapah Conicoplex	1	18	15	4	
1 Brass Box					
1 Small Brass Range	2	4	2	4	
1 Pr of Pistols					
1 Cutlash		12			
2 Pr of Scales		24			
1 Bag	1	10			
1 Pr of Scales	1	7			
Captain Jugnet	4	4	13	07	
1 Barrian Cask					
1 Running Cask					

Serjeant St Auvel					
1 Pr of Blew Cloth	1	9	1	9	
Mr Leonard Johnson					
1 Brass Spittle	1	9	1	9	
Lieutenant Martine					
1 Coffey Pott & 1 Sea Pott	2				
1 Leather Box		18			
1 Bridle		3	2	21	
Ensign Johnson					
1 Brass Basson & Pott		15			
1 Large Mugg	1	9			
1 Box with Coffey	1	22			
1 Sea Box	1	9			
1 Sugar & wheat Basketts	1	1	5	20	
Lieutenant Dolian					
1 Glass		26			
1 Small Old Chest		9			
2 Bibles		35			
1 Cyrgolet & Brass Pott	1		2	36	
Lieutenant Davidson					
1 Leather Box	1	7			
1 Escritoire		7	1	14	
Lieutenant Little					
1 Horse furniture	2	4	8	4	
Captain Hooker					
1 Small Writing	2	5	2	5	
Stock Boyce's Carpenter					
1 Empty Box		24		24	
Ensign Green Volliss					
1 Cutter	2	30	2	30	
Lieutenant Gold					
1 Cutter	1		1		

This Pagan Writing was shewn to Barnes Lopez and Joseph Brown at the time of their Examination respectively before me and Sworn Depending in the Mayors Court at Madraspatam and is a true Inventory of the Goods and Effects which Michael de Rosario had in his Possession

Company's

Complainants and Charles de Mayde is Original Defendant the 22d Day of April and 23d of the same Month Anno Domini 1771

Wm Chambers
Ex.

THIS is to Certify that I the Subscriber Signed Joseph Dennis had about Sixteen or Seventeen Days after he had Purchased Goods at the Vendue before Mr Davis the Property of the Deceased Bartholomew Rawlinson to the Amount of Pags. Thereupon this Deponent came to Madras and there Charles de Mayde was very desirous to have a Note, which this Deponent then paid to Charles de Mayde the Sum of Pagodas Fourteen, which Note I now testify the same before Justice Lee Witness whereof I have set my Hand Madras the 25th Octr 1769

The Mark of Joseph Dennis

This Paper Writing was shewn to Francis Stacey at the time of his Examination before me in Court Depending in the Mayors Court at Fort St George between Michael de Rousseau and Hezekiah his Wife and Original Complainants Charles de Mayde is Original Defendant the 22d Day of April Anno Domini 1771

Mayors Court at Fort St George

Wm Chambers
Examr

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

Joseph Dennis of Triplicane Linen Draper Aged 30 Years being Produced as a Witness in this Cause and Cross Cause on the Part of the Original Complainants and Cross Defendants was on the 10th Day of April 1773 Sworn in Person at the Office of Mr Daniel Shaw who is Attorney for the Original Defendant and Cross Complainant by Candapah my Servant who also left Hanwa Note of the Name Title and Place of abode of the said Deponent and afterwards on the 12th Day of the same Month being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that He doth know the Original Complainants and Cross Defendants Michael de Rousseau and Hezekiah his Wife in this Cause and Cross Cause and that he hath to Knowen them Three or four Years or there about and that he doth also know the Original Defendant and Cross Complainant Charles de Mayde in this Cause and Cross Cause and that He hath known him Six or Seven Years or there about And answers to Purport to the first Interrogatory

To the second Interrogatory this Deponent saith that he doth know the said Bartholomew Rawlinson in this Cause and Cross Cause mentioned and that he was the Property of the said Bartholomew Rawlinson and that the said Charles de Mayde did take and get Possession of him and that he was Sold at Vendue and that he was Sold for Pags. and that he was Sold to Pedro and that he was Sold for Pags. and that he was Sold to Pedro and that he was Sold for Pags. and that he was Sold to Pedro

Mayors Court at
Madrasapatnam

Between Michael de Rosario
Gonsalves Esq. Attorney and Attorney
at Law & Solicitor and Executor of the Last
Will & Testament of Bartholomew Rawlins Deceased
Plaintiff Original Complainant
and Edward Maunsell Defendant and Cross Complainant

Depositions of Witnesses taken on the Cross Complaint
before the Examiner on the Court as follows viz.

Simon Lopez of Madras Merchant Aged 42 Years a Witness
above being produced & Sworn on the Cross Complaint
Original Complainants was on the 22. Day of April 1758 Sworn
Before the Office of Mr. Thomas Hammond Clerk to the
Original Defendant by Jabez Yeates who is Attorney for the
Plaintiff Sollicitor and Recr of Effects of the said Deceased
Towards on that Day following being Sworn and Examined deposeth
as follows viz.

1st To the first Interrogatory this Deponent saith that he doth know
the Original Complainant Michael de Rosario as Executor of
Bartholomew Rawlins deceased & this Deponent saith that he
well knows the Orders & Mandate of the Original Complainants
Testators Last Will & Testament and to this Interrogatory
2d To the 2d Interrogatory this Deponent saith that he was at
Madras at the Time of the decease of Bartholomew Rawlins in
the Bills of these Interrogatories named and that he was
Sold with the Executorship named of the said Bartholomew Rawlins
Effects being put up to sale at Public Outcry or Auction that the
said Effects were so put up to sale at the Command of Major Wood
by Orders & Mandate of the Original Defendant in this Cross Bill
and the Cross and Messengers of the said Major Wood
Brothers and Simapa the Peon of the Court of Requests
with the said Original Defendant Purchased the Effects

3d

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Things so sold at the said Outcry being employed for that Purpose by the said
Original Defendant That he this Deponent (to the best knowledge by the Codicil
of the Deceased that such Sale of the said Effects was not agreeable or in
Conformity to his the said deceased's Desire, did nevertheless when he
saw the said Sale was determined upon assist in the Business of the
Outcry and in taking an Account of the Things so Sold but not in
Writing at that Time, that is to say he took Particular Notice what
Things were brought to the Outcry, and assisted in bringing those
Things to the Outcry being and were in the Place of the said Original
Defendant who was at that Present Time of Sitting there and disposing
of this Deponent Observed what Things were sold and to whom and
to whom and took Care that the above mentioned Frances Pinheiro made
a due Entry of every Article in the English Account directing at the
same Time the aforementioned Simapa who is to do the same in
Malabar That by being Present and there assisting at the said Auction
he became fully acquainted with the Particulars of the Things sold
as well as the Accounts of the said Sales and that the Account or Papers
writing now produced and shewn him at the Time of his Examination
marked Letter A is a true and faithful Copy of the said
Account and Contains a just Detail of the said Outcry That this
was wrote over after the Outcry by Frances Pinheiro aforementioned
who also made out the Bills of the Outcry from this Account and
those delivered it to this Deponent by the said Deponents Desire.
And this is what he knows of the Last Interrogatory

Simon Lopez

Wm Chambers
Examined

Mayors Court at
Madrasapatnam

Between Michael de Rosario
and Attorney at Law & Solicitor and
Executor of the Last Will & Testament of
Bartholomew Rawlins Deceased
Plaintiff
and Edward Maunsell Original Complt
and

Major's Court at Madras patnam

Between Michael de Rozario & Ursula his Wife Administratrix and Administratrix of all and Singular the Goods and Chattels Rights and Credits which were of Barthelemew Rozario Deceased with a Codicil Annexed Original Complainants and Cross Defendants and Charles De Hayde Original Defendant and Cross Complainant

Exhibited Part of the Original Complainants

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

Mr Francis Hamon of Madras Merchant Aged 38 Years or thereabouts being Produced a Witness in the Cause on the Part of the Original Complainants was on the 24th Day of April 1770 Sworn in Court at the Office of Mr William Cranmer Attorney for the Original Defendant and who also acts as Proctor of the Name Title & Part of the Second Defendant and afterwards on the Second Day of May 1770 Deposeth as follows viz.

To the first Interrogatory this Deponent saith that he hath known Michael de Rozario one of the Original Complainants in this Cause upon Years or thereabouts and Ursula his Wife formerly Ursula Rozario Spinster upon Years or thereabouts and that he hath also known the Original Testator Barthelemew Rozario deceased in the Interrogatory mentioned for Years or thereabouts and that the Testator died on or about the Month of December 1769 and this Deponent further saith that he hath been informed and believes that the Testator died Possessed of Goods and Chattels and Credits to a considerable Amount and that he hath been informed and believes that the Testator died Intestate and without Issue Male lawfully begotten and that the Original Complainants are the Widow and Administratrix and Administrator of the Testator and that they have taken out Letters of Administration to the Goods and Chattels Rights and Credits of the Testator and that the Original Complainants are entitled to the Residue of the Testator's Estate after Payment of his Debts and Funeral Expences and that the Original Defendant Charles De Hayde is Executor to the Will of the Testator and that he hath proved the same and taken upon himself the Execution thereof and that he hath possessed himself of the Testator's Effects and that he hath been applied to by the Original Complainants to account for the Testator's Effects and that he hath refused so to do and that he hath been informed and believes that the Original Defendant hath sold and disposed of the Testator's Effects and that he hath not accounted for the Produce thereof to the Original Complainants or any of them and that he hath been informed and believes that the Original Defendant hath received Debts due to the Testator to a considerable Amount and that he hath not accounted for the same to the Original Complainants or any of them and that he hath been informed and believes that the Original Defendant hath Possessed himself of Jewels Plate Household Furniture and other Effects of the Testator to a considerable Amount and that he hath not accounted for the same to the Original Complainants or any of them and that he hath been informed and believes that the Original Defendant hath Possessed himself of Bonds Bills Notes and other Securities for Money belonging to

to write his Name and Letters That he has heard and knows that the
Said Joseph Dawes did Depose and Swear before him in the
Hospital the Second day of October Instant as to the
Information And more saith not to this or the Last Interrogatory

Wm Chambers

Examiner

Francis Hare

Further Additional Interrogatories
to be Administered to Mr Thomas Rowles
Produced Sworn and Examined on the
Part and behalf of the Original Complainant
Defendant in a Cause Depending and Now
Lis Pendens in the Honble Court of Exchequer
Wherein Richard Earl Bathurst and
Others the Trustees for Sale and
Trustees of all and Singular the Estates
Rights and Credits whatsoever of Benjamin
Rawlins Deceased are the Plaintiffs
Original Complainants and Charles
and Charles Bonfoy Esquires Original
and Cross Complainants

For all the Witnesses

1st Do You know the Parties Complainants and
Complainants and Defendants in the
any of them If Yea How long have You known them
which of them Declare

For Victoriano Johnson

2d Do You or Do You not know that the Effects
Benjamin Rawlins Deceased were sold
Outcry by Mr Gardiner and others Brokers
Purchasers and where are they Sold and who had the
Purchase any Notice or Knowledge of the Sale Did You
not the Account or Bill now Produced and shewn
hand of Your Examination Marked A and Did You
Account for what You bought at the said Outcry If Yea
did You make up the full and Just

For Ditto

3d Did You or Did You not at any time receive a Letter from the Original
Defendant and Cross Complainant on this Cause and Cross Cause relative
Letter Order or things Alluded to in the Foregoing Interrogatory
which You had bought at the Outcry of the Effects of the said Benjamin
now Rawlins Deceased If Yea Produce and the Letter or Paper
Writing now Produced and shewn to You at this the time of Your
Examination Marked B the same that You so Received from the
said Original Defendant and Cross Complainant Executor and the
said Letter Produced and shewn to You at this the time of Your
Examination & the whole of the matters
to You at this the time of Your Examination & the whole of those matters
According to the best of Your Knowledge Remembrance and belief fully and
Particularly Declare

For Ditto

4th Do You know of any other Matter or thing or have You heard or
Can You Set forth any thing touching the Matters in Question in this Cause
Cross Cause that may tend to the benefit or Advantage of the Original
and Cross Cause that may tend to the benefit or Advantage of the Original
Complainants and Cross Defendants If Yea Declare the same and Your
Knowledge and Cross Defendants If Yea Declare the same and Your
knowledge have been Informed or do believe together with the Reasons of
Such Your belief fully as if You had been thereunto Particularly
Interrogated

John Sykes
Attorney for the Original
Complainant Cross Defendant

2d

448.

Mr Victhoriano Johnson

To the Estate of the Deceased Mr Bartholomew Rowlson

To 2 Mustard	3	5
To 2 Ds	1	9
To 2 Ds	1	32
To 2 Ds	1	9
To Walnut Catt	4	-
To Silk Ds	1	5
To Ds	1	25
To Ds	3	5
To Cast Bottles and Pattemper	4	5
To Quarts	1	5
To Pint Bottles	-	16
To Quart Ds	5	-
To Gammon	3	5
To Cayenne	-	12
To Small Box	-	9
To Lead Box	-	9
To Curry Stuff &c	1	-
	3	5
	1	-

Pagoda's 32. 5. 0

Compte 31. October 1764

E. E. Wood

A

This Paper writing was shewn to Victorian Johnson at the time of his examination before me in a Cause depending in the Court of Admiralty wherein Michael de Rozario and Ursula his Wife Administratrix and Administratrix with the Will annexed of Bartholomew Rowlandson deceased are Plaintiffs and Captain and Owners of the Ship Duke of Yorke Defendants and Captain and Owners of the Ship Original Defendants

Alex.r Davidson

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449.

213

Dear Sir

Your favour of the 29th May I have safe to Hand the 2d Instant and Perused the Contents thereof and Return You many Thanks for Your Kind good Will Regarding the Answer that You Gave Mr Ricketts the Letter of Mignalto must be as such, that You Remember hearing Bought at the Outcry of Bartholomew Rowlandson Deceased at Madura's Sunday Morning Appeals and Discharged the Outcry Bill, but as it Dongatown Jeannot Received Thereafter of the Conveyly as the Victualler had so many Conveyelys, But Thomas One Francisco Pinheiro Received the Money and Kept the Account of Thereof Outcry who was One of the Clarks of the Victualler many Years Ago that You'll Redress me from this Distressed Affair, Regarding the 24 Bottles of Wine on the Hands of Appoo Pichall Mudaliar to Recover the Bottles Light Money Soon, as for the Letter You say sent by Pondichery has Miscarried Never Received nor heard of it, I have Lately written to my Mother to send My Ladener Manner by me, which You will be pleased to Hurry him, and Enclosed his a Letter to Pondichery which You'll Forward him, and Enclosed his a Letter to Pondichery which You will be pleased to send by Manner to my Brother as Soon as he will give me Bottles of Snuff as Your Brother as Instantly Short of Snuff

I Remain

Madras 4th June 1771

Dear Sir

Your Most Humble Servant

Geo.e De Havilde

B

This Paper Writing was shewn to Victorian Johnson at the time of his examination before me in a Cause Depending in the Court of Admiralty wherein Michael de Rozario and Ursula his Wife Administratrix and Administrator with the Will annexed of Bartholomew Rowlandson Deceased are Plaintiffs and Captain and Owners of the Ship Original and Ship Defendants and Charles de Hayter Original Defendant

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450.

Defendants and Corps Complainants this fifth Day of July One
Thousand Eight hundred and twenty three at
Seringapatty

Alex.r Davidson
Thomas Davis } Commrs

Seringapatty 5th July

This Cause was shewn to the Witness Ishwarien
at the time of this Examination before us

Alex.r Davidson
Thomas Davis } Commrs

Ishwarien Peshcar to the Amildar of Seringapatty
aforesaid Duly Sworn and Examined on the part of the
Original Defendant and Cross Complainant
Charles de Monte
and on the part of the Original Complainant
and Cross Defendant

Interrogatories to be administered on the part of the Original Complainant
and Cross Defendant

1st Interrogatory Do you know the Parties in this Cause
Answer I know the Original Complainant and Cross Defendant
Thomas Davis and the Original Defendant and Cross Complainant
Charles de Monte

2d Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

3d Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

4th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

5th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

6th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

7th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

8th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

9th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

10th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

11th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

12th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

13th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

14th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

15th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

16th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

17th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

18th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

19th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

20th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

21st Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

22nd Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

23rd Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

24th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

25th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

26th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

27th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

28th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

29th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

30th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

31st Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

32nd Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

33rd Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

34th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

35th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

36th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

37th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

38th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

39th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

40th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

41st Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

42nd Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

43rd Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

44th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

45th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

46th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

47th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

48th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

49th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

50th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

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Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

218th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

219th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

220th Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

221st Interrogatory Do you know the Amount of the Bill of Exchange
which is the Subject of this Cause
Answer I know the Amount of the Bill of Exchange which is the Subject
of this Cause

222nd Interrogatory

Account of the Deceased Bartholomew Rawlins Effects Sold at Public Outcry Shewing the Amount of the Wearing Apparel Furniture & Utensils Distinct

Purchasers	Wearing Apparel	Amount Wearing Apparel	Furniture & Utensils which do not belong to Wearing Apparel	Amount of Furniture & Utensils which do not belong to Wearing Apparel	Totall
Captain Dammond					
1 Pr Malabar Cloths			1. 36.		
1 Fancy Toilet & Pinhions &c			1. 35.		
1 2 Pcs of Black Silk			2. 12.		
1 Some Remnants of Silver Lace			1. 25.		
1 some Pcs of Silk			4. 5.		
1 Box of Knives and Forks			5. 7.		
1 Some Frames & Pictures			1. 3½.		
1 Brass Fancy Stuff			1. 26.		
1 Fiddle and Stands Music			2. 9.		
1 Basin and Box			1. 26.		
1 Case some Vinegar			1. 1.		
1 Pr of Dr Gun			1. 12.		
1 Basket of several Stuff			1. 5.		
1 Cushion & Bed			4. 1.16.		
1 2 Silver Buckles			1. 12.16.		
1 Bundle Sealing Wax			1. 1.		
1 2. Escritoire			1. 12.		
Captain Kaput			1. 31.16.		
1 Silver Cup and Saucer			15. 9.		
1 Shaving Box Compleat			2. 24.		
1 some Silver Plate			3. 2.		
1 Trunk and some Wearing			5. 2.		
1 Silver Box			3. 5.	29. 16.16.	29. 16.16.
1 some Silver Lace & Sealing Wax					
Captain Ware					
1 Quadrill			4. 12.		
1 Dictionary and Rules			2. -.		
1 Bag of Buckshot			16.16.		
1 Case			20.16.	28. 25.	28. 25.
Captain Hooker					
some Matting			1. 19.		
Mr Robert Donnell				1. 19.	1. 19.
1 Pr of White Cloths			2. 5.		
1 2 Jacket Cloths				2. 5.	2. 5.
1 Sundry Board Bullits			56. -.		
1 Some Ringworm			5. -.	61. -.	61. -.
Carried Over					

Purchasers

Purchasers	Wearing Apparel	Amount Wearing Apparel	Furniture & Utensils which do not belong to Wearing Apparel	Amount of Furniture & Utensils which do not belong to Wearing Apparel	Totall
Brot Over				113. 31. 50	113. 31. 50
Lieutenant Fortune					
1 Pr Pumps Pantoons Sock Buckles Sizors			2. 29. -.		
1 2. Spurs			1. 16.	2. 35. 50	2. 35. 50
Lieutenant Castle					
1 2 Pelisses	2. 27. -.				
1 Trunk	1. -. -.		6. 9. -.		
1 Tea Caddy & 1 Brass Lamp	1. -. -.		1. -. -.		
1 Gaguet & 1 Brass Pott	1. -. -.		1. 13. -.		
1 Some Plates Bowles & Dishes	1. -. -.		1. 10. -.	8. 22. -.	11. 26. -.
Captain Turner					
1 2 Banyan Cloth	2. -. -.				
1 1 Gaming Table	1. -. -.		1. -. -.	4. 10. -.	4. 10. -.
Lieutenant Dalias					
1 Glass			1. 26. -.		
1 Some Old Shoes	1. 9. -.		1. -. -.		
1 3 Chairs	1. -. -.		1. 36. -.		
1 1 Gaglet & 1 Brass Pot	1. -. -.		1. -. -.	2. 25. -.	Amt 2. 34. -.
Lieutenant Cobb					
1 1 Equation			1. -. -.	1. -. -.	1. -. -.
Lieutenant Davidson					
1 1 Feather Bed	1. -. -.		1. -. -.		
1 1 Equation	1. -. -.		1. -. -.	1. 16. -.	1. 16. -.
Doctor Lucas					
1 1 Pr Carpt	1. -. -.		10. -. -.		
1 1 Silver Spoon	1. -. -.		3. -. -.	13. -. -.	13. -. -.
Doctor L'Onge					
1 Buckles Gold	1. -. -.		3. -. -.		
1 Pair 1 Bowl and Dish	1. -. -.		1. 10. -.		
1 Some China Things &c	1. -. -.		3. -. -.		
1 1 Feather Bed & Handkerchief	1. -. -.		3. -. -.		
1 Watch	1. -. -.		1. -. -.		
1 2 Gun	1. -. -.		22. -. -.	9. 22. -.	9. 22. -.
Doctor Carian					
1 1 Watch coat	1. 4. -.				1. 4. -.
Ensign Meacock					
1 Sundry	1. -. -.		6. 4. -.		6. 4. -.
Ensign Shaw					
1 2 Watch	1. 4. -.				
1 Some Pillow Cases &c	1. 22. -.		1. -. -.		
1 1 Small Box	1. -. -.		1. -. -.	3. 22. -.	Amt 2. 22. -.
Ensign Rock					
1 1 Coat and Breeches	1. -. -.		1. -. -.	2. -. -.	2. -. -.
Carried Over	14. 25. -.		165. 6. -.		178. 31. 50

Purchasers	Wearing Apparell	Amount of the Wearing Apparell	Furniture & Chattels belonging to Officers	Amount of the Furniture & Chattels belonging to Officers	Total
Brought Over		14. 2½.		164.	178. 2½.
Ensign Topsaby					
1 p. Ps of Long Drawrs					
Ensign Blake		2. 18.			2. 18.
1 Shaving Towels					
1 p. Shirts	1. 9.				
1 p. Trunk	6.				
1 Candle Stick & 1 Tea Pott			4. 12.		
1 m. Brass Pot			2.		
Ensign Johnson		7. 9.	1. 12.	8.	15. 9.
1 Bedd Basin and Pott					
1 Jacquet Mugg					
1 Branch & Coffy			15.		
1 Tea Box			1. 9.		
1 Large & Walnut Basket			1. 22.		
Mr Harmon			1. 9.		
1 p. Ps of Breeches			1. 1.	5. 20.	5. 20.
Mr Simon Lopes		2.			2.
1 2. Ps of Sheets					
1 2. Bed Pot					
1 Hammock & P. of Buff			3. 4½.		
1 Counter			1. 2. 4½.		
Mr Roberts			14.		
1 2. Pr Stampers			17.	6. 4. 4½.	6. 4. 4½.
1 Looking Glass					
1 Small Plated Bowle & Dishes		2.			
Sergeant Shuttleworth			3. 4½.		
1 2. P. of Stockings			1. 9.	4. 21.	6. 21.
European Carpenter					
1 Empty Box			2½.		
		22. 2½.		2½.	24. 4½.
Lieutenant Nugent					
1 2 Stampers					
1 Bag of Linnen					
Lieutenant Little		3. 4½.			
1 Brass Instrument			1.	1. 2.	4. 4½.
Carried Over					2. 9.

Purchasers	Wearing Apparell	Amount of the Wearing Apparell	Furniture & Chattels belonging to Officers	Amount of the Furniture & Chattels belonging to Officers	Total
Ensign Baldwyn Box Over		3. 9.		9. 9.	12. 18.
1 2 Pistols		3.			
1 Tea Compo and Tea Pt			21.		
1 Brackets of Lamp &c			1. 2.		
1 Sword			1. 9.	3. 2.	6. 2.
Ensign Connaville				2. 30.	2. 30.
1 Executors					
Sergeant Russell				1. 9.	1. 9.
1 2 Ps of Blue Cloth					
Nundapah Empty			19.		
1 Brass Box			24.		
1 Some Brass things			1. 10.		
1 Pr of Pistols			1. 21.		
1 Tent and Bed			9. 9.	13. 11.	13. 11.
1 2 P. of Scarlet					
		6. 9.		35. 25.	41. 34.
Lieut Langton & Morton			2.		
1 Coffy Pot and Tea Pot			18.		
1 Leather Box			3.	2. 21.	2. 21.
1 Bridle					
Mr Victoriana Johnson					
1 2 Waist Coat	3. 5.				
1 2 Do	1. 9.				
1 2 Do	1. 35.				
1 2 Do	1. 9.				
1 3 Do	4.				
1 Waist Coat	1. 5.				
1 Silk Do	1. 25.				
1 Do	3. 3.				
1 Do	4. 5.				
1 Coat Breeches & Pelampore			1. 5.		
1 Trunk					
1 P. of Breeches		16. 22. 6.			
1 Trunk & Smithings			5.		
1 Canvas			5. 5.		
1 Carpet			13. 4.		
1 2 Boxes			7.		
1 Tea Box			5.		
1 Some Carry Stuff & Smithings			1.	15. 35. 4.	
		22. 6.		13. 20. 4.	40. 26. 4.

Purchasers	Amount of the Wages Apprd	Amount of the Wages Apprd	Amount of the Wages Apprd	Amount of the Wages Apprd	Total
	Brought Over				
Mr Dovell	22 6			18 2 4	40 8
Lt White Hazell					
Mr Ayena				13	13
Lt Leach					
Mr Francis Pinheiro				2 9	2 9
2 Hatts					
1 Box					
Mr Leonard Johnson	3 18				3 18
1 Brass Spittle				22	
Sergeant Major Sparks				1 9	1 9
2 Telescopes					
2 Barnacles Cases &c	3 9				
2 Brass Bayns	1 24				
2 Japan Salt Tubs &c					
1 Box with Instruments			1		
1 Tea Box				2	
1 Leather Box & Instrument				28	
Moolu Rustnah			1	18	
1 Barnacle Case	3		1 9		4 27
	31 24			40 8 4	1
Settlement of the Wages appd and Received by Charles Bailey for Do and Bills and the Settlement Do and Board to be Deducted	82 5 4				
Settlement of Pascal Rodrigues by Capt De Mayda and which he Superintends in Part Amount of Wages Apprd	6 9				
Do Do and Bills and the same Paid	31 24	66 13			
Do Do and Bills and the same Paid	182 3 4 0				
Do Do and Bills and the same Paid	3 5 7 3				
Lieut Woods Bill for which he Cost	40 2 10	222 5 10			
Pagoda		5			
Some heavy Bags & 32 Rupees discovered on the Bill of Lieut Woods Mr Thomas Skinner and Mr Joseph Cornish for which the Above Amount is to be Deducted and Settlement Delivered by Capt De Mayda					
Differences in the Exchange					
		5			32 40
		5			37 40
	Pagodas	5	37 40		

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined on the part and behalf of Charles De Mayda of Madras Inhabitant in Certain Causes Depending in the said Charles De Mayda Defendant and Cross Complainant and Michael Del Resurrection and Moses Lakias Wife of Madras Inhabitant Administrators and Administratrix to the Estate and Effects of Bartholomew Rawlins Deceased late of Madras Complainants and Cross Defendant

To all the Witnesses

To Simon Lopez of Madras Merchant and Thomas De Souza of the same Place Writer

1st Do You know the parties Complainants and Defendants in these Causes or either and which of them and how long have You known them or either and which of them Do Late?

2 Do You know or Do You not know what effects the Deceased Bartholomew Rawlins was possessed of when he came and to the Coast of Madras Year? What did he Cargo at first and to whom did he consign the same and when and with what Persons? Do You know or do You know, when they were delivered to the Person they were entrusted and Know, when they were delivered to the Person they were entrusted and Know, when they were delivered to the Person they were entrusted and

Effects, and by whose order and by whose direction were they sealed,
and for what Reason and what persons or persons were present when who
Deliverd them to be sealed, and how long before or after the Death of the said
Bartholomew Rawlins aforesaid? Do You know or Do You not know whether
there was any Court of Enquiry set or taken to be held on the said Bartholomew
Rawlins his Effects, or any part of them, if Yea, who set or took the said Court of
Inquiry, and how long before or after his Death was it? Do You know or
Do You not know if any of the said Bartholomew Rawlins Effects were
Delivered to any of the members, or the President of the said Court of Inquiry
if Yea, who was the President, and who were the members, and what
Effects, or what part of the Effects were Delivered, and by whom, and to
whom and when, and where, and how were they delivered? Do You know or Do
You not know whether the Defendant or any One by his Order or direction
Delivered to any of the Executors of the said Court of Inquiry or to any of the
Servants, any of the said Bartholomew Rawlins Effects if Yea, Where the
Defendant or whom delivered them, and to whom were they delivered, and
when, and what Effects were they? Were they or were they not sealed when
they were delivered, if Yea, who the other Seal, were they sealed and what
Person or Persons was present? Do You know or Do You not know whether
the Defendant or any One by his Order or direction
Delivered to the said Gentlemen of the said Court of Inquiry or Any of them
the Defendant or whom and was it allowed or was it not allowed for
What Reason was given the Defendant or by whom and what
favour? Do You know or Do You not know whether the Executors
of the said Bartholomew Rawlins if he was possessed of Real Estate
Did or Will sell the whole or what part of the said Estate and by whom
You know or Do You not know what Sum or Sums of Money
the same was sold for and what is become of the Money
Do You know or Do You not know what Sum or Sums of Money
the same was sold for and what is become of the Money
Do You know or Do You not know what did the same Amount
Do You know or Do You not know whether any part of the said Estate
and what? Do You know or Do You not know what did Samuel
for the said Bartholomew

Did or Will Amount to? Do You know or Do You not know, Whether the
Defendant or any other person, or Persons did sell the Slaves, the Child and a Woman
of the said Bartholomew Rawlins before or after his Death if Yea, Who
& before or after the Death of the said Bartholomew Rawlins, and how
long were they Victualled and by whom, and when, and where? Do You
know or Do You not know of any Disbursements being made by the
Defendant or any other Persons for and on Account of the said Bartholomew
Rawlins, During his sickness if Yea, Who is the Defendant or what
Person that made the same, and what did the said Disbursements
Amount to? Do You know or Do You not know of the said Bartho-
lomew Rawlins giving any order to the Defendant or to any other
Person or Persons to give money to any person or persons after his death
if Yea, What to the Defendant or to what Person or Persons, and to
what Person or Persons did He order the same to be given and what
Sum or sums of money did He order to be given to them, and to each of them?
Do You know or Do You not know, Whether the same were paid to them,
or not if Yea, who paid it to them and when, and where, and what did
each of them receive? Do You know or Do You not know, who hath
maintained, educated, and Cloathed the said Dorcas Bartholomew
Rawlins Natural Son Francis Rawlins since his father's Death,
until this time if Yea, who hath, and doth maintain, educate and
Cloath him? Do You know or Do You not know the real Estate provided
and shewn to You at this time of Your examination of Yea, What
or Where, and the Property of the said Bartholomew Rawlins? Do
You know or Do You not know of any Rice and Paddy, that the said
Bartholomew Rawlins left at the time of his decease if Yea, What
Quantity of each sort of the said Rice and Paddy, did he leave, and what
did the same sell for the respective by the Lace, removal, and what became
of the said? Do You know or Do You not know any thing relative to
a Bangle, that belonged to the said Bartholomew Rawlins if Yea, Where
Brass, Gold or Silver mounted, and Where now or Where sold, and what
Might the same be worth, and what became of the same? Do You know
or Do You not know, any thing concerning of a Common Prayer Book
that

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that belonged to the said deceased Bartholomew Rawlins Esqr
Your Worships or Worship did hold and what might Become
What became of the same Do You know or Do You not know of
Bag or Bags of Cossaya belonging to the estate of the said Bartho
Rawlins being delivered being present or Persons at any time
of Men to What person or persons, when or from whom delivered
and whom and what money did he or they contain Whether
held or Was then Mortgaged made Debts or Demands
at the time or Were there not such or Some Bills Securities
demand Do You know or Do You not know of any
being taken out of the said Bartholomew Rawlins Chest or
his Dwelling House by whom or when and Taken Out and
same path, and how long after his decease and the whole
Estate to Your Worships fully, truly and Particularly set forth

To Christopher Mac Lion Mac ter Bricklayer

5th Do You know or Do You not know the Letters now produced
shown to You at this time of Your examination or any of them
not wrote by Your or by Your order or direction, and if not
any Part of it wrote by You and what part and when and
Your Name to it Your own proper hand Writing and also

To all the Witnesses

6th Do You know or are You any ways concerned in the matters or things
in this Cause set forth to the Contrary or any part thereof
or do believe the Contents of the Answer of the Defendants
to be true according to the best of Your Knowledge or belief

Will^m Cranwell
Sol^r for the Defendants

J. Cranwell
Attorney as above

Lord L Commissioner

Madrass upatnam on the 12th Day of January last, to all matters and
things Appertaining and belonging to the Estate of the Late Deceased
Bartholemew Rawlins, their Brother and the said Administrators
having Appointed Nominated and Authorized me their Special
Attorney to Act on their behalf to Demand and Sue for all matters &
things Debts Dues and Demands Concerning with the Premises
of the Estate of the Said Bartholemew Rawlins by Virtue of a Special
Letter of Attorney from under the Hands and Seals of the said Adminis-
trators to me of the above Date, and by Virtue of the Same Authority,
I do hereby Desire the favour of You to Consider well all matters and
things Appertaining and belonging to the Estate of the Said Rawlins
Such as have come to Your Knowledge Either by Word of Mouth or
by Writings to be Delegated and make the Same Answer Some other
wise to the Administrators as Shall Above as possible for their
more Speedy Settling and Regulating the Estate, Should it Write
to You before this, but I have been informed that You Were expected
here before this time; if it would convenience Your Business to Come
Madrass for a few Days I should Satisfie You for Your trouble to
Your Satisfaction, as Soon as much of Quiet as You can on the
Your not Coming, to Send the Child to the Administrators without
further

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further Advice Shall Draw on a Bill of Exchange for the Amount and have Insurance at Fullam Effects for the Amount and the Same to be Shipped to the Estate Remarks he has Answered and Paid Shall Draw Bill to Capt. John Cleghorn & Exchange Ply, and to Lewis Monk Esqr Andrew Johnston to Compt. give an Account of the following Lumber and what Exam of them, Thought they Were Sent to the aforesaid Gentlemen by Your most Humble Servt

Test Thomas Irving Clk Francisco Jachier Lopez Declare that white Ensign Andrew Johnston made the Inventory of the Effects of Bartholomew Rawlins Deceased Madura Fort Charles Dewaynes Delivered in the Estate of Mr Monk Consign Jules Cesar and Lewis Jules Collegue when Were ordered to put the Seals on the said Deceased Effects Viz Watch, 20 Pair Gold Buttons One Gold Stock Buckle One 300 Pagodas one Pannam and Quantity of Silver Buttons was not drawn in the said Inventory are Sold by Publick Vendue the Said Inventory are Signed on the Court of Request this 8th May Thursday

The above is a true Copy of the Original Inventory Taken by me

Thomas Irving Clk

Your Honours Commands I am Sorry I was not Particular about the Said Estate and also produced the Value of the Effects of the Deceased Sold at Vendue Amount of Cash in the Chests and Sold at Vendue Also Signed to Publick and one Account Particulars of Purchasers Which Shall be Ready & Shewn by me

Your Honours Most Obedient Humble Servt

To Mr Charles Dewaynes

Mayor's Court at Madrasapatnam

(220)

Between Michael de Rosario & Ursula his Wife Administrator and Administratrix of all and Singular the Goods and Chattels Rights and Credits which was of Bartholomew Rawlins Deceased with a Codicil Annexed Original Complainants and Cross Defendants

and Charles De Mayde Original Defendt and Cross Complainant

On the Part of the Original Defendant and Cross Complainant to Answer unto these Causes by and

Depositions

before the Examiner in these Causes as followeth

Simão Lopez of Madras Merchant aged 32 Years or thereabouts Produced as a Witness in these Causes on the Part of the Original Defendant was on the 8th Day of May 1771 Sworn and Saith as the Affect of Mr. Peter Sykes who is Attorney for the Original Complainants by Interrogatories who also left a Note of their Names & Place of abode of the said Deponent and afterwards on the same Day being sworn and examined Deponeth as followeth

To the first Interrogatory this Deponent saith that he hath known Michael de Rosario & Wife of the Complainants in this Cause four Years or thereabouts and Ursula his Wife of the two Complainant in this Cause since their Infancy and that he hath known the Defendant Charles De Mayde in this Cause also ever since his Infancy

And more saith not to this Interrogatory

To the second Interrogatory this Deponent saith that about Bartholomew Rawlins came out to the Coast of Madras this Deponent was not there and therefore can't know what he was possessed of them or any Thing relative to such Possessions but that hearing a Noise about Ten Days after he was present at which the said Bartholomew Rawlins

Wherein he himself the Original Defendant delivered to the said Court an Inventory of the
Valuable of the Deceased Estate consisting Only for himself Three of the Seven
Slaves, a Savoyard, some Paddy and some Rice, That thereupon the Court of Enquiry
Put a Seal by over such Things as were so Delivered to them and Told the
Slaves to remain with the Original Defendant till further Order
should be given them, and That the said Effects so delivered consisted of
Boxes, Trunks, Pictures, Cloths, and Household Utensils, some of which
Boxes and Trunks were sealed at the Time of Delivery and some were
not, some also had been Sealed and broke open again, but with whose
Seal they were and had been so Sealed this Deponent neither knows nor
took Notice of That the Persons present were Frances Pinheiro Alexander
Reed and Nimapyeen Comicopoly, together with a great many other Persons
Slaves and People in the Service of the Testator That as this is so long ago
he cannot Recollect whether the Original Defendant did ask Leave to take
a List of the said Effects or not but that thereupon the said Nimapyeen Comico-
poly by whose Order he knows not Ordered a Decease to take such an
Account or Make out which the Court of Enquiry pretended Inquiry
it was no Business of his to take any Inventory of the Effects That at the
End of three Days for the Appointment of the said Court of Enquiry
whatever Effects of the Deceased had been taken an Account of by the
said Court and left to the Charge of the Testator as aforementioned were
by them put up at Outcry, but that some other Trifles remained unsold
as above deposed. That the said Outcry was so made by the Order and
Direction of Major Wood the Commander in Chief who also signed
the Bills of the same. That the Amount of the said Bills was five hundred
and five or six Pagodas, but upon great a Part of and at what Time or
Times, the same was received this Deponent doth not know as the
Original Defendant took that Business entirely on himself and this
Deponent left him at Madura and came to Trichenopoly a Week after
the said Outcry. That he knows not who paid the Funeral Expences of
the said Bartholomew Rawlins nor what they amounted to, but that
the Time of the said Funeral was the Evening of the Day in which he
died

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died and the Place of his Burial Madawar that Governour he doth know that a Tomb of Earth was raised on the Place the Corpse was buried in about half a Foot and Breadth and a Cubit deep at the Head thereof the Expences of which might be about two or three Pagodas, and was Defrayed by the Original Defendant That he also knows that for four Days before the Death of the said Bartholomew Rawlins and for two Days after the fifteen Slaves the Child and Woman of the said Deceased did receive Victuals of the Original Defendants Cook further he said Defendants Order so and he knows not, from this Deponent knowing but that after that Time to the Day of the said fifteen Slaves were as aforesaid, and the Woman and Child came to this Parish Corpus with he has as this Deponent fairly remembers, but cannot affirm the Child with the Exception of One of the remaining Slaves which together with as this Deponent knows has lived with the said Original Defendant and the Latter is his Guardian and Mother Parish Corpus and is now at Fort St. David by the said Defendants Direction And this Deponent further saith that he doth know of Disbursements being made by the said Bartholomew Rawlins for and on Account of the said Original Defendant before his Decease that is for about four or five Days during the Space of Time that those Disbursements could not exceed but Compleat for Clothes Bedding and such like Necessaries as they were only Situation That anything what that Sum was this Deponent is not acquainted with Ordered and that Cobal of Payment can he knows of no Orders given by him to the Defendant respecting Cash he knows of no Orders given by Money being One Pardo he knows whether the Defendant did or Pay any or not That he cannot and doth not charge to the Expences of Nursing educating and clothing the said Deceased Bartholomew Rawlins natural Son Lawrence Rawlins since his Father Death but that as the Original Defendant Carries Dog Hanger was supposed his Guardian has Supposes that he has done so That he doth not know the Seal now shown him, but that on the same Day in which he was

Bartholomew Rawlins died he saw this Deponent seize the said Original Defendant take up a Seal from under the Pillow of the deceased, and on this Deponents Enquiring what it was the said Original Defendant answered that it was Persian and this Deponent would not understand it if he should write, and this Deponent further saith that at that Time a Report prevailed of the deceased having a Gold Seal cut with Persian Characters by this Deponent Bartholomew Rawlins Secretary to Vansittart Esqr. That the said Bartholomew Rawlins did leave at the Time of his Decease among Rice, Paddy, Chee, Oil and such Other things as were for Domestic Use, but to how great a Quantity this Deponent Doth not know. That at that Time Rice sold for One Hundred Pagodas per Garce but he knows not what became of this Paddy and Rice after he this Deponent had delivered it into the Care of the Original Defendant, as it was not sold with the other Effects at Outcry. That there was Sows and Hanger which was left by the said Deceased and was to all Appearance Mounted with Silver as this Deponent thought That it was neither Very old or very new but middling and that it was really mounted with Silver he imagines it might be worth Two Pagodas, but it was but Scabby not above Two or Three That he knows not what became of it as it was not brought to the Outcry but left to the Care of the Original Defendant. That there was on the Books of the said Original Defendant at Prayer Books that belonged to the said Deceased new and in good Condition, with Clasps which also remained unsold, and which this Deponent imagines to have been worth about a Pagoda and an Half but knows not whether the Clasps were Gold, Silver or Brass and is therefore in Doubt. That the Count of Corporeity as to the Original Defendant of the Deceased left no Species behind them, upon which Question the said Original Defendant ordered this Corporeity Appraiser Cordas Pullaya to bring a Bayan which he the said Corporeity says when he brought it Home Madawar Gold Fanams to the Value of three Hundred Pagodas, and that moreover this Deponent saw in the

Same

Some Bags of Gold Watches, a Gold Stock Buckle and other small
Jewels That the said Original Defendant delivered these Bags while
was not then sealed to the Court of Enquiry, but that besides these
According to Report there were two other Bags of Money left in the
Hands of the said Defendant by the Deceased this he that Matter the
Deponent cannot speak from his own Knowledge That a Box
of Linnen Cloths was taken out of a sealed Trunk after Bartholomew
Rawlins Decease by the said Defendant who after hearing Prayers
a Winding Sheet for the said Deceased Corpse took the Remainder
Saying it would do for Shirts for Francisco Rawlins a former
which Circumstance was on the Day in which Bartholomew
Rawlins died. More this Deponent saith not to this or the last
Interrogatory

Wm Chambers

Examined

Simao Lopez

Mayors Court at
Madras patnam

Between Michael de Rozario
and Dorothea his Wife Administratrix of
Administratrix of all and Singular the
Goods and Chattels Rights and Credits
which were of Bartholomew Rawlins
Deceased on the one Part and
Complainants and Charles
Charles De Mayde Original Defendant
and Carlo Complainant
On the Part of the Original Defendant

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

Thomas De Souza of Madras Native aged 25 Years or there
abouts being Produced as a Witness on this Commission on the Part of the
Original Defendant was sworn the 2d Day of Nov 1771 before me
Pursuant to the Office of Mr

Original Complainants by Interrogatories who also left a Note of the Name
Letter and Place of Abode of the said Deponent, and afterwards on the 23d
Day of the same Month being Sworn and Examined Deposeth as follows
To the first Interrogatory this Deponent saith that he Doth not know
the Original Complainant Michael De Rozario by Hearsay, but
that he hath seen his Wife the other Original Complainant about Six or
seven Years ago, and that he Doth know the Original Defendant Charles
De Mayde in this Cause, and that he hath known him about fourteen or
fifteen Years or there abouts And more saith not to this Interrogatory
To the second Interrogatory this Deponent saith that he Doth know
that the Deceased Bartholomew Rawlins died having some Effects
with him when he came sick to the Camp at Arcotta, to wit some Trunks
and Boxes, but that what such Trunks and Boxes contained Deponent
Can he knows not, that when the said Deceased died the said Camp
he entrusted these Effects to his own House Keeper and Slaves, and
they remained under their care That the Names of the Deponent can
Writing being delivered with the same to the Persons they were so entrusted
to, nor of any such Request being made by any One that he knows
that any Officer Viz.t Lieut.t Short did de Campo Major Charles
Campbell was sent by the said Major Charles Campbell Commanding
in Chief of the Army to the said Bartholomew Rawlins a few
few Days after he died and Carried away the said Effects That this Depo
ponent only saw him that One time That the Conversation between the
said Bartholomew Rawlins and the said Lieut.t Short was private to the
Person admitted as present Therefore this Deponent does not know the
Particulars of the said Conversation That the said Lieut.t Short did Seal
the said Effects and all of them by the Order and Direction of the said
Major Charles Campbell, but that this Deponent does not know for
what reason, but that the said Bartholomew Rawlins Family People
Slaves &c.a were present and delivered by Order of the said Bartholomew
Rawlins, the said Effects to be sealed about fifteen or Twenty Days
before the Decease that this Deponent Knows that a Court of Enquiry
Sat

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Last Testator the said Bartholomew Rawlins and his Effects, this
Dep.t that he Did. That the said Court of Enquiry Consisted of four
Officers, whose names were Lt. Edward Sutton Cowan, Ensign Brown
and Allcock, by the Order of Major Wood who was then Commandant
of the Camp. That all the said Effects were delivered by the said
Bartholomew Rawlins a Free and House keeper and Slaves the Day
after his Decease in the Sight of the Victuallers to the said Court of
Enquiry — who was the President of the said Court this Dep.t
Does not know. That the Original Defendant was at that time
ill that he Could not have Delivered them on Person, but that
Once they were not put out his Power being left solely to the aforesaid
House keeper and Slaves their Care. That this Dep.t does not know
What Effects in particular was Delivered but that they were publickly
Delivered in the Victuallers Lead aforesaid that they were Marked
with the Seal of the aforesaid Lieut.t Short, that a great Concourse
of People were Present, aware there this Dep.t was Possibly
Particularize. That the Original Defendant sent his Compliments to desire
Leave to take a List of the said Effects as delivered to the said Court of
Enquiry, but was Prevented by the Gentlemen members of the
Courts of Enquiry, who told him as the Original Defendant Could
have no Business with the Effects nor was entitled to
any List or Account of them — and therefore bid him go away. That
all the said Effects were put up and Sealed Publicly
and Directions of the aforesaid Major Wood and subscribed by the Odd
Bills — and moreover that some of the said Bills still remain in
the hands of Charles Du Mayde the Deponent. Defendant supposes
That contrary to the Attorney for the said Defendant supposes
but what Particular Letter Lands and Tenements
and of whom Recorded and what they consisted of he, this Dep.t
Not able to Believe. That the Funeral Expences were paid
by Charles Du Mayde

Rawlins Brother

Does not know. That the said Charles Du Mayde also invited to a very
good Lamb for the Corpse of the said Bartholomew Rawlins, which
Lamb cost about fifteen or Twenty Pagodas — and that he, the said
Charles Du Mayde Victualled the Woman, Child and Slaves of the said
Bartholomew Rawlins, both before and after his Death Viz.t the
Slaves, until they were sold, Madana, the Woman, till she went
Elsewhere, at Warrior Bollom, and the Son, till they present time, who
is now at Cuddalore. That this Dep.t knows of no Disbursements
made by the Defendant or any other Person on Account of the said
Bartholomew Rawlins to distribute to Dr. Henrey fifty Pagodas to
Emanuel Rodriguez fifteen Pagodas, on Account of Assistance
afforded him while he was sick — and also Twenty Pagodas to the Poor
Padres for their Attendance for Masses, and procuring him Soul out of
Purgatory, all which Sums this Dep.t knows were duly and
fully paid. That the said Charles Du Mayde hath maintained,
Educated and Clothed Francisco Rawlins the natural Son of
Bartholomew Rawlins from his Father's Death to this time and
this Dep.t further saith that he doth know the Seal now
produced and shewn to him at this the time of his Examination,
and that it was the Property of the said Bartholomew Rawlins
That when he, the said Bartholomew Rawlins came to the Camp
he brought some Bullock Loads of Paddy, and at the time of his
Decease left about thirty or forty Parrahs, and which the said
Defendant took at Six Pagodas per Pagoda, which he was the same
Rate that the Contractors always brought it at. And that he the Dep.t knows of
a Hanger with a Steel mounted Hilt that belonged to the said Bartho.
lomew Rawlins would Date and that this Dep.t believes it is
now at Cuddalore in the Possession of the Defendant as he has seen
it in the Defendant's House there. That the Defendant
also Credited the Estate of the said Bartholomew Rawlins for the
same. That this Dep.t Cannot Tell how much it might be
worth, but that he would not give above Two Pagodas for such a one

That

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Mayors Court
Madras Jpatnam

Between Michael del Rosario and Ursula his Wife Administratrix and Administrator of all and Singular the Goods and Chattels, Rights and Credits which were of Bartholomew Rawlins Deceased, with a Cedent Annexed Original Complainants and Cross Defendants and Charles Du Mayo Original Defendant and Cross Complainant On the Part of the Original Defendant

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

Mr. Christopher MacLen of Fort St. George Master Bricklayer Aged 46 Years or thereabouts being produced as a Witness in this Cause on the Part of the Original Defendant was on the 9th Day of May 1771 Sworn and Examined at the Office of Mr. Johnstone who is Attorney for the Original Complainants and who also reserved a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the 6th day of September being present and cross Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he doth know the Original Complainants Michael del Rosario and Ursula his Wife in this Cause and that he hath known Michael del Rosario three Years or thereabouts and Ursula his Wife fourteen or fifteen Years or thereabouts and that he doth also know the Original Defendant Charles du Mayo in this Cause and that he hath so known him Seven Years or thereabouts and more and he said to this Interrogatory

To the third Interrogatory this Deponent saith that he does know the Letter now produced and shown to him at the time of this Examination and that it was wrote by his Order and Direction and that Part of the Name Title and Place of Abode of the said Deponent is of his own Proper Hand Writing And more

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saith

Saith not to this or the last Interrogatorys

Hall Plumer
Examind

Charles Magdelon

Interrogatories to be administered to such Witnesses, as shall be produced Sworn and Examined on the part and Behalf of the Defendant Jon a Certain Cause now depending in this Court of Equity at Fort St George and the Hon.ble the Mayor & Mesnagepalaam, Wherein Michell Rosario Executrix of Madras, Inhabitant and Merchant Widow & Executrix of the Will of Administratrix & Legatee named in the Will of Andrew Pawlen Deceased and Complainant and Charles De Alloyde at present residing at Madras in Defendant

To all the Witnesses

1st Do You know the Parties Complainant and Defendant in this Cause, & Did You know Long have You known them or either of them Declare

To Captain John Colgrave

2d Where You, or whose Servant Steward or Agent by the Ordrs of Your Master Did receive and take into Possession any of the Effects that did or might belong to Bartholomew Rawlin Deceased; and do You or do You not know or Believe whether Charles De Alloyde the Defendant in this Cause did Detain to Himself Captain Allcock, Ensign Julius Cæsar, and or to some, and which of Them some of the Effects that did belong to the said Bartholomew Rawlin Deceased, and whether the said Ensigns Allcock, Ensign Julius Cæsar and Yourself or some, and which of You, did or did not Receive from the said Charles De Alloyde Bagges Boxes and Packs Containing Linnens, and to Declare Minutely & Particularly to the best of Your knowledge Remembrance and Belief what Quantity or to what Value the Linnens &c did Consist of and also to set forth and Discover Particularly to the best of Your Knowledge Remembrance and Belief all and

Singular the Property or Effects, which he or you Delivered to the Ensigns Allcock Ensign Julius Cæsar, and Yourself or to Some and which of You, by the said Charles De Alloyde, which You looked upon, or Understood, to be the Property of the said Bartholomew Rawlen Deceased or the whole of these Matters, According to the best of Your Knowledge Remembrance, and Belief, together with the Reasons of such Your Belief fully and Particularly Declare

To all the Witnesses

3d Do You know of any other Matter or Thing, or have You heard for Can You recollect, for the saving Thing touching these Matters in Question in this Cause that may Lead to the Benefit or Advantage of the Defendant if You Do Declare, with the Reasons of Such Belief as fully as if You had thereunto Particularly Interrogated

Hall Plumer
Attorney for the Defendant

Deposition of Capt. John Colgrave

To the first Interrogatory, this Deponent Answereth, that he does not Know either of the Complainants but that he has known the Defendant four or Six Years at Mesnagepalaam

To the Second Interrogatory, this Deponent Answereth, that he was President of a Court of Enquiry on the Camp before Madura, Consisting besides himself of Ensign Allcock and Ensign Julius Cæsar, ordered by Capt. John Dormonde deceased to take an Account of the Effects of Bartholomew Rawlins Deceased, and Examine what Charles de Alloyde the Defendt in this Cause, did produce and deliver to the Court some Effects Consisting of wearing Apparel, Bagges and some Plate, also a Bag containing a Quantity of Jewells, for which were entered before them, the exact Number of three thousand Pagodas, but to the best of this Deponents Remembrance they were to the Amount of about Seven hundred Star Pagodas, 300 of which remain in their Charge, the Particulars of which this Deponent has never seen, of Bartholds Effects, consisting Apparel, Bagges Plate Jewells and the Other things in the Bag the Particulars of which this Deponent has forgot, the above mentioned Charles de

Alloyde

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Mayde Said were belonging to the Estate of the aforesaid Bartholomew Rawlins Deceased except an Inventory of the whole were taken by the Court and delivered to this Deponent together with the aforesaid and three other Things contained in the aforesaid Bag to Capt. Robert Dorrington Durand the other Effects wearing Apparel Liquors and Plate were left in the Place the Court had set a Guard of Negroes until the same they were sold by Outcry, which was on about Seven or five Days afterwards

To the last Interrogatory this Deponent Deposeth that Captain Andrew Johnstone this Examinate and Affiant and were the aforesaid Made the aforementioned Outcry therefore believes he must have some thing to know to this Affair, as also Colonel Robert Hood whose believes Knows the Amount of what every thing Sold for as the Commanding Officer there on Campo this Deponent also Deposeth that the Revd Uncle Colonel Robert Hood bought Several Slaves belonging to the Estate of the Deceased Bartholomew Rawlins but whether those Slaves were purchased at the Court of Inquiry this Deponent cannot positively say, and further Deponeth not

Calldalore 29th November 1770

Richard Lathom (RS)
Jas. Hy Casamajor (JS)

John Cotgrave

Senhor Charles De Mayde
Mer Ann Senhor

Recebi, a Sua Ordem a Quantia de Cento e Vinte e Hum Pagodes que importa a Conta retro, que fiz a Sua Ordem, Calldalore 30. de Agosto de 1766

Eu no Nome do R.P. Matheus Pinheiro da Ordem de Jesus Reitor desta Residencia

Mr Senhor

Em Resposta de Sua Mercê de 29 deste Mez, em que Sua Mercê me pede a Conta das Despezas, que se fizerão com o Enterro de Defunto Bartholomeu Rawlins, e Sua Mercê me pede, que lhe Mande

have Accordingly sail Master for this Port, all which the Sum of 70 Pags
as You have Disbursed by Order of the said Deceased Partners, and by
which Same both Eyr. and Your Self as the Gentlemen Attorneys
and Administrators to the Deceased Partners Affairs Ought to
Credit Your Self in the Account of Disbursements Hearing this
more to Offer, but stay to assure Your selves Good Keep for many
Pamecail 30 Augt 1769

Your
Your Most Humble Servant and Obligd
P. Luis Ferreira SJ

A True Translation from the Original Portuguese
as Witness
Francis Mann
Port. Interp.

Thomas Jenkins

Rec.d a Letter from the Revd. Mr. de Rotte dated
Julhe 1770 wherein he desires
& requests
or Dollars (there to be Drawn upon
Madura, desires to receive the same Expeze thereof
for and the Revd. Mr. Barthelomew Reuben the former
Partner of the Late Firm of Reuben Pereira & Co.
Received a Letter from the Revd. Mr. de Rotte dated
Pondichery the 26th Augt. 1770 wherein he desires
Sarchadas Thomas Credited to be Debited for
Fanam

Reuben Jeremiah Cohen

Received Pondichery the 26th
of August 1770

Sous

Certifficamos nos em nossas almas
e Consciencias que esta pressente Carta he
Verdadeira, feita em Nossas Presencias
Por Ditos da Senhora Joanna de Mayde
com Sua Assinada que he hua Cruz no mesmo
Dia e Anno em Cima referido
Fr Simon
A. De Rozario
François Menis

Danno

Joanna que muito lhe amou
e Estimou para sempre
Joanna + De Mayde

Barthen and Sid

I have Received Your Letter dated the 26th July 1770
having Perused all & what is therein Mentioned, and with Regard to
the Copper ware &c. You have Delivered to me, I believe that Nobody can
Make any Objections of their Not being my Property, which I have
Delivered in the Hands of the Deceased Barthelomew Reuben at
the Hour, I came Out of Madura, which was after the Death of my
Husband and before the said Fort was Surrendered to the English
Gentlemen, That after the Fort was Surrendered, and the Deceased
Barthelomew Reuben coming Out of it, and having brought all
his things, he having also brought with him many Copper Ware,
and Delivered them to You, to be Delivered to me, which You have
Accordingly been Kind enough to forward them to me at Cuddalore,
and which I have Received, That is to Say, One Para One Kittle two
Chombos, One Bason and Lugit, and One Lotah, these are all

Testamenthor Commador Le Foes Le Simaõ e Antigua Pondicherry 20 de 60

Novembre de 1768

Manoel Rodrigues Leo

Por Testamenthia Le Simon

Por Testamenthia Antigua

Certifie Manoel Rodrigues Commandor Called Caddalore Maurice that after the taken of Madura, the Deceased Mr. Bartholomew Roulain made his Codicil in the Presence of Witnesses, Named in the said Codicil, I was One of the said Subscribing Witnesses Declare on my Load, and make all my Conscience, that the said Deceased Roulain made his said Codicil in my Presence, with all his perfect Sense, and Judgement, and having assisted, and been paid, fifteen Pagodas as a Gratification for the trouble done at that time to the Testh which, do give this Declaration, Signed by me, and the Witnesses, Named. Mesrs. Le Simon, and Antigua, Pondicherry 20. Mars 1768

Manoel Rodrigues Leo

Witness Le Simon

Witness Antigua

A true Translation from the Original Portuguese, as Near as can be by

Francis Stanley
Port. Interp.

A Elvas a 22 Mars 1769

Monsieur

J'ai Reçu la Lettre que Vous m'avez Ecrit en Vous en Demandez, que je Vous fasse Parvenir une Reconnoissance Comme je Reçu de Vous Cinquante Pagodes pour le Compte de Defunt Barthole my Roulin, Ni Avant de Linjustice de Vous Refuser puisque je Reçu Cette Somme de Vous, au Compte devant Mad[ame] par Ordre de Sieur Barthelemy Roulin, cette ci Vous pourra Servir de Reconnoissance

Comme

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I received from Him, But was sorry to tell Him, that the abovementioned Jacques Marie, Ave and One third part of which I have Delivered into Hands of the Deceased Barthelemy Roulain besides many other things, which he has Extorted, from the Death of poor Madame his Own Wife Madame Balachandy Dec[ease]d, which I will Transparently Manifest when

We Request by the Image of the Virgin never Less

Observe Him, under my Oath, that I do not Know Property, which he Left, Under his Custody when Manoel Caldalore, I know that he Left in his Hands

We do Certify on Our Souls, and Consciences, that these Persons Within were Truly done on Our Presence by the apparition of Mr. Joanna De Allayon and Signed by her with a Cross, on the 20 Day and Year above Mentioned

Le Simon
Ant.o De Rozario
Francois Moniz

A true Translation from the Original Portuguese as Near as can be by

Francis Stanley
Port.e Interp.

Certifico eu Manoel Rodrigues Commandor Called Maurice do Caddalore que depois da tomada de Madura o Defunto Mr. Barthelemy Roulain fez hum Codicilo em presença de Testemunhas Nomeadas no Dito Codicilo em que eu fui hum dos Ditos testemunhos Asseguro Declarar com minha Alma e consciencia que o Dito defunto Roulain fez o Dito Codicilo em seu perfeito juizo Estando em todo o seu Sentido pelo que lhe dou Dita Certidão em Virtude do Juramento que fiz

Pagodes que Vinte Cinco Pagodes

Extract of a Letter from Mr. Carrere to Mr. Charles De Meyde

Madras 22d. June 1763

Inclosed I have Letter that Mr. Pestrest came to hand
desiring that I should send a Receipt of the 50 Pagodas You paid me
Account of the Deceased Bartholomew Rowlandson
expecting to Receive the same to Day as Mr. Rowlandson
Same former Years Comp before Mr. Dawes by Order of the said Rowl
Rowlandson and there was Seven Years Wages and Allowance Augment
Performed the duty of Last Will of the Deceased

Sir

Your most humble Servant

L. Carrere

My Dear Charles

Cuddalore 15th June 1763

Your favour of the 4th Instant came to hand
from Clarke of Your Safe Arrival at Madras
Mr. Mayne how that You had Inclosed me the Book called
Conquests of India Vol. 1st before the Siege of Madras, which
from Inclination only of that place I left the Book with my Servant
because he Desired me that he might
Answer, but he

My Dear Charles

To Mr. Charles De Meyde

Sir

Senhor

A carta de Vmce. de 4th. do Corrente me chegou
na Sua tempo, com Sumo gosto fez a Leitura e Soube a Sogro da Sua boa
Saude, E Sod. emenda Deos Nor. Senhor por Dupplicados Annos

Meu Senhor, no tocantes dos Livros pertencentes a my que Vmce.
me Escreve ô primeiro, e Segundo tomo da Conquista da India por
Dom. Vasco de Gama, Outro hum por titulo Menna Sandorahida, e
Outro hum por titulo Rainha da Inglaterra estes Quatro Livros me
forão mandado de Roma por Reverendissimo Padre dellas Concello
Vigario De Ditto Sugar

Na prendição de Pondichiny omitte Sr. Senhor Manoel
Dalmeida me Cuzugasse os Ditos Livros e Sovou Conselho que eu sujeitasse
em chorcia a pessoa como Senhor Louis Antonio, como que me Vmce. diz
ho os Comprador: por Ser Assim na Verdade como os Sobre ditos Livros
me pertencerão he que dou por Verdade de que Vmce. me falla na Sua
Carta

Faz cazi hum anno que Estando enfermo de hum a Malhezia
nao Polegada da mão direita he que mas pesso pesso almente Escrever
a Vmce. da Minha Letra, he que pedio a hum Amigo meu que fizesse
esta por my. Agoza a de Vmce. Dos Gos. Dos Pos. Annos de Muitos 8tos

Pondichiny aos 20. de Junho 1763

Dom.e

Muy humilde e Obidiente Servo

D'Almeida de Prado

Mr. Charles De Meyde

Sir

Your Letter of the 4th Instant came to Hand this morning
and Read it with Pleasure, by which I find You enjoy a good State of
Health, which God may Continue for Duplicated Years

My

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My Lord, with the respect to the Books appertaining to mine, which to You were being the first and Second Volumes of the Conquest of India, One of Don Vasco de Gama, and the other Titled, Asia Portuguida, and another Volume to England, these four Books have been sent from Rome by the Reverend Father De Paz Carvello, Native of the said Place

All the Tokens of Pondicherry, may Uncle Mr Manuel Dabreu have brought them for me, and taken them with the same Carvalho and Pledged them to me Louis Antonio, from whom You buy the Books, and as such, and to the Love the whereof, that the said Books do belong to me, I do present for Token, and of what You write to me in Your Letter

This near One Months, that I have a Bill coming for Hand, and cannot therefore Personally write to You, with my own Hand, therefore desire You of my friends to write this for me Your Person, and keep for Longer Years &c.

Pondicherry
20th June 1763

Your
Your Nephew and Obedient Servt
Dalmeida do Prado

A true Translation from the Original Portuguese, as near as Can be by
Francis Moore
Interpr

Jur: in Cur
15th Dec: 1768

The Answer of Charles De
of Cuddalore Inhabitant, Defendant
Bill of Complaint of Michael Rose
and Ursula Raulens late Wife, Admr
Testatrix and Administratrix to the
and Effects of Barthelemew Raulens
Deceased, Complainants.

This Defendant now and at all times hereafter
saving and reserving to himself all and all manner of benefit and
of exception to the many errors, uncertainties

235 237 485

in the said Bill of Complaint contained for answer thereunto or unto
so much thereof as this Defendant is advised doth material[ly] concern
him to make answer unto He this Defendant answereth and saith, that
he verily believes the said Barthelemew Raulens died some time in the Year
One thousand Seven hundred and sixty four, but not intestate, for he the
said Barthelemew Raulens made a Codicil, the Twentieth day of
October, in the aforesaid Year, One thousand Seven hundred and Sixty
four, and which said Codicil, hath not been produced to this Honble
Court by the Complainants for reasons best known to themselves; this
Defendant further saith, the said Codicil was Attested by Two Credible Witnesses
Who are still in being, by the 5th Paragraph of the said Codicil, the said
Barthelemew Raulens left all his Wearing Apparel to this Defendant,
and also by the sixth Paragraph, He the said Barthelemew Raulens
bequeathed unto his Natural Son Francisco Raulens, the sum of Seven
hundred Pagodas, and Appointed this Defendant his Guardian, which
said Natural Son hath been under the Guardianship of this Defendant
ever since the Death of the said Barthelemew Raulens this Defendant
Presumes the said Codicil is Valid, as a person may make as many
Codicils as he pleases. This Defendant denies, the said Barthelemew
Raulens left his effects with him, consisting of Wearing Apparel, and
Laundry goods, Plates and Knives and Sundry paper Writings,
Papers which to be Writings Obligatory Accounts, & Letters, excepting a Couple
Suits Shirts, his Wearing Apparel, one Silk mounted Hanger,
a Sheep seal, and an Old Common Prayer Book, forty maunds of Rice,
and eight measures of Paddy, which said Corpse was sent to the
Complainants, as soon as this Defendant had a convenient Opportu-
nity, and the said Suits of Shirts, and Wearing Apparel was sold by
Public Outcry, by Order of Colonel John Wood, then Mayor and the
Outcry Bills were given to the said Colonel John Wood, then Major
had signed them to this Defendant he collect the money for the same
This Defendant denies, to have received from the said Barthelemew
Raulens

Cocker Wathe this Defendant also denies the know Ys said to grant
grants and Account of what money were Entered and Account of the
Dewan Bartholomew Rautan said Outcry, made by Order of the
Colonel John Hard of this Major for also the Out standing Debts
This Defendant having answered all the Complainants Partic
Prays the Attention of this Hon'ble Court to the Subsequent proceed
to stand dismissed with the Master Same as the Garrison of Madu
summoned to Our Army, the said Bartholomew Rautan was
Sick to this Defendants quarters & this Defendant sent Victo
said Army, and that Day intervening his Effects were sent
and the same Evening Lieutenant Hood, And the Compts
of the Major, was dispatched to the said Bartholomew
requiring him instantly to give them Possession of all his Effe
Counting the Stated Allowance Ally Cowries had Charges the
Bartholomew Rautan with aiding and assisting them Enemy
therefore as Traitor and Rebellious Effects must be confis
without he should be honorably acquitted and his Estate
his Effects must all be sealed after Lieutenant Hood had
this Message he sealed all the said Bartholomew Rautans
and went away to see the said Bartholomew Rautan
this Defendant went to the said Colonel John Hard
and Interrogated the Nature of said Charges
Lieutenant of the said Corps, when he was pleased likewise
some time after from the Court of Inquiry to this Defendant
Demand the Effects of the Effects of the said Dewan Bartholo
Rautan and on Obedience to their Order this Defendant the
Effects of the said Effects, he caused away all the Effects of the
Bartholomew Rautan, Dewan with the said Lieutenant Hood
Seals which from this Defendants Quarters this Defendant
the said Complts Attorney to go and take an Inventory of the
Dewan Bartholomew Rautans Effects, as this Defendant

Lordships would which the said Court of Inquiry would by no means suffer
This Defendant further Saith, He hath Received the sums of Two hundred
and Seventeen Pagodas, and Twenty eight fanams, on part of the said
Outcry, which the said Outcry Amounted to the sum of Five hundred and
Six Pagodas, Twenty four fanams and forty Cash. And this Defendant
saith the Out standing Debts of the said Outcry, Amounts to the sum
of Two hundred, and eighty eight Pagodas thirty nine fanams, and
forty Cash: Some of which bills are in the Possession of this Defendant
Amounting to the Sum of Two hundred, and Seventeen Pagodas, two fanams
and Signed by the said Colonel John Hard of this Major of the other eight out
cry Bills, Amounting to the Sum of Seventy One Pagodas, thirty seven
fanams, and forty Cash, this Defendant Concepty were robbed of as He
was going to collect the Money for the same and hath since never been
heard of by this Defendant all which will more fully and at large
Appear by the Account Current, Marked A. The Disbursements,
Marked B. And the names of the persons who purchased the said
Wearing Apparell, and Slaves, of the said Dewan Bartholomew Rautan
Marked C, he prays to be Allowed for the inspection of this Hon'ble Court,
and to which this Defendant humbly refers, praying the same may
be Admitted as part of this Defendants Answer. All which is nevertheless
this Defendant is Ready to aver maintain and prove as
this Hon'ble Court shall direct, and humbly prays to be hence dismissed
with his reasonable Costs, and Charges in this behalf most wrong
fully Sustained.

Chas. D. Hoyde

Wm. Cavanagh

Attorney for this Defendant

Cochin Worke. This Defendant also denies, to know, & hopes he ought to
ought not to Account of what money was Received on Account of the
Deceased Bartholomew Rawlins's said Outcry, made the Estate of the
Colonel John Hord & three Majors, as also the Outstanding Debts &c
This Defendant having answered all the Complainants Pretended
Prays the Assistance of this Honble Court, to the Subsequent prayers
to Redress & Settle the Matter Some after the Decease of Mr
Surrendred to One Ramay, the said Bartholomew Rawlins
Sick to this Defendants quarters & This Defendant then Visited
said Ramay, & that Upon receiving his Effects were sent
and this said Ramay Lieutenant Hord, & the Complt
of both these Majors was dispatched to the said Bartholomew
Requiring him immediately to give them Possession of all this
Carthang the Estate & Mahomed Alley Cawn had Charged the
Bartholomew Rawlins was Residing and Assisting him &
therefore as Traitor and Rebel his Effects ought to be
without he should be honourably Acquitted of the Charges
his Effects and all Debts & after Lieutenant Hord had
this Message he called the said Bartholomew Rawlins
and would away to wards the said Bartholomew Rawlins
this Defendant sent word to the said Colonel John Hord
and Commanded the Money and Requested liberty
Interrogat of the said Corporation to be granted, but Pot
come these Officers from the Court of Inquiry to this Defendt
Ding all the Effects of the Estate of the said Deceased Bartholo
Rawlins and Endeavour to their Order this Defendant sho
Complt, Scrupled to deliver the said Bartholomew Rawlins
Said Pretended Officers, who carried away all the Effects of
Bartholomew Rawlins Deceased with the said Interrogat
Inventory whilst from this Defendant

Judgment, which the said Court of Inquiry would by no means suffer.
This Defendant further Saith, He hath Received the sum of Two hundred
and Seventeen Pagodas, and Twenty eight Fanams, on part of the said
Outcry, which the said Outcry Amounted to the sum of Five hundred and
Six Pagodas, Twenty four Fanams and forty Cash. And this Defendant
Saith the Out standing Debts of the said Outcry, Amounts to the sum
of Two hundred and eighty eight Pagodas thirty nine Fanams, and
forty Cash: Seven of which bills are in the Possession of this Defendant
Amounting to the Sum of Two hundred and Seventeen Pagodas, two Fanams
and Signed by the said Colonel John Hord & three Majors & the other eight out
cry Bills, Amounting to the Sum of Seventy One Pagodas, Thirty Seven
Fanams, and forty Cash, this Defendants Comcopty were Robbed of, as He
was going to collect the Money for the same, and hath since never been
heard of by this Defendant, all which will more fully and at large
Appear by the Account Current, Marked A. The Disbursements,
Marked B. And the names of the persons who purchased the said
Wearing Apparell, and Slaves, of the said Deceased Bartholomew Rawlins
Marked C, he prays to be Allowed for the inspection of this Honble Court,
and to which this Defendant humbly refers, praying the same may
be admitted as part of this Defendants Answer. All which Allegations
this Defendant is Ready to aver maintain and prove as
this Honble Court shall direct, and humbly prays to be hence dismissed
with his Reasonable Costs, and Charges in this behalf most wrongfully
sustained.

Chas. D'Alroyde
Wm. Cranwell
Attorney for the Defendant

Acct Disbursements / Marked / B.

Disbursements during the illness & Decease of Mrs Dickenson

To Victualling 6 Slaves a Woman, and a Child 29 Days	18	26
To 2 dozens of Madeira Wine, and a bottle of Claret	16	26 60
To a Thousand of Bengal Candles	8	
To 1 Bed and Pillows	1	4
To a Close Stool		12
To a Bed for the Close stool		14
To 30 Chickens	3	
To a Slave and a Coolie wages who went for the Chickens		20
To a Person's wages for Stitching Vegetables putting the broth		24
To 1 Teachy	1	24
To Oil for the Lamps at 2 Places	1	24
To Currants and Raisins for Conjee &c	1	
To Spices &c		12
To 1 Piece of Cloth for shrouds	1	12
To Cinghaus for Banyan Coats	1	34
To Wages and gratuities for 20 Masall Boys	3	
To a Piece of Cloth to cover the door		30
To Some Tackoa		24
To Monsieur Cavian Surgeon, by the desire of the Deceased	50	
To the Revd Mr Pascal and the Revd Mr Foster Do	10	
To Mr Emanuel of Mora Th. C 28 fanams P Pagodas	4	3
To Monsieur Segual 24 Do Do	2	34
To Gratility to 2 Servants	1	5
To Mr Cora	3	196 23 60

Funeral Charges

To Coffin	4	
To Supper for three dinner and drink, as they were detained from Morning until Evening	3	12
To 12 Topasses to carry the Coffin	3	
To the poor that accompanied the Corpse to the Grave	2	12
To Digging the Grave	1	
To 8 Pounds of Wax Candles	8	
To 2 Pieces of Cloth for clinging the Coffin and lilling it into the Grave	1	9
To Padre	15	
To the Clerk of the Church	5	
To Mr Emanuel Rodrigues for Attending the Deceased during her Sickness	15	
To an Office made for the Masons at the new Town	10	
To Mons, and Victualling 60 poor People	3	12
		76 4
Pagodas		262 27 60

Chas D Mayde

Dr

24	22		226	32
1	14	6	3	16
	1	6	1	24
			5	13 24

Pagodas

Cr

By Cash Mr Mayde's Disbursements Do
By Ditto Mr Mayde's Do
By Ditto Mr Mayde's Do
By Ditto Mr Mayde's Do
By Ditto Mr Mayde's Do
By Ditto Mr Mayde's Do
By Ditto Mr Mayde's Do
By Ditto Mr Mayde's Do
By Ditto Mr Mayde's Do
By Ditto Mr Mayde's Do
By Ditto Mr Mayde's Do
By Ditto Mr Mayde's Do

Pagodas

Errors Excepted
Chas D Mayde

The Names of the Persons who Purchased the Wearing Apparel and Slaves of Bartholomew Rautin deceased at Public Outcry

	Paid			Unpaid			Lost			Pag. Fan. Cash
	Pag.	Fan.	Cash	Pag.	Fan.	Cash	Pag.	Fan.	Cash	
Colonel Johan Wood & them Major	-	-	-	120	-	-	-	-	-	
Captain Dormand	29	15	60							
Captain Harper	22	05	-							
Captain Mare										
Captain Hooker	1	12	60							
Mr. Robert Dowsett	2	5	-							
Lieutenant Bailie	66	-	-							
Lieutenant Fortune	7	-	-							
Lieutenant Raguell	2	32	60							
Lieutenant Cook	-	-	-	6	9	-				
Captain Lucena	11	24	-							
Lieutenant Martin	6	-	-							
Lieutenant Dolar	-	-	-							
Lieutenant Little	-	-	-	-	-	-	22	-		
Lieutenant Gold	2	36	-							
Lieutenant Davidson	-	-	-	8	9	-				
Doctor Lucas	1	-	-							
Doctor Mouge	1	12	-							
Doctor Cartier	13	-	-							
Ensign Monk	9	22	-							
Ensign Bellebach	1	4	-							
Ensign Haw	6	9	-							
Ensign Rose	-	-	-	6	2	-				
Ensign Lapleday	2	22	-							
Ensign Black	1	-	-							
Ensign Johnson	2	12	-							
Ensign Granville	15	4	-							
Mr. Lieutenant Johnson	[illegible]									
Mr. Agnew	-	1	-	2	30	-				
Mr. Simon Lopez	2	-	-	-	-	-	32	60		
Mr. Dunn	6	60								
Mr. Roberts	6	22	-							
Mr. Thane	-	-	-	-	-	-	12	-		
Mr. Francis Perkins	-	-	-	-	-	-	2	-		
Mr. Lennox Johnson	-	-	-	-	-	-	6	-		
Lieutenant of the Artillery	-	-	-	-	-	-	1	-		
Sergeant Major Sparks	-	26	-							
Sergeant Russel	-	-	-	-	-	-	9	-		
Grenadier Carpenter	-	-	-	1	9	-				
Grenadier Connaghy	-	26	-							
Mark Rautin	-	-	-	2	27	-				
	-	-	-	-	-	-	1	-		
	24	52	-	14	2	-				

Codicil to the Last Will and Testament which I Bartholomew Rautin had made in the Year, One thousand Seven hundred and Sixty Three

1st I Will, that the Particulars of my said Testament be Observed, as the same are therein Contained

2. Declare, it is my Last Will, that the Sum of One thousand Pagodas be taken from that Money that is in the Hands of the Reverend Padre Thomas Mahon, which I am to be paid to the Reverend Padre of the Province, Superior to the Reverend Padres in that Company under the Name of Jesus, at the Malabar Province, that the said Reverend Padre do make, or Cause to be made a fund therewith, with which to keep up, and Hold, the said Reverend Mission at Madura, and such Manner, and Form, that the Principal be not Expended, but only the Interest thereof, which shall be paid to One of the Padre's of the said Mission at Madura for their Maintenance

3. Declare, it is my Last Will that the Very Reverend Gold Almighty is Pleased to Call me, All my Slaves Boys and Girls, be set at Liberty and to those that are of Age, and fit for Managing the same, a Pagoda be given to each of them, and to those that are under age the Sum of One Pagoda each

4th It is my Last Will that the Sum of Two Hundred and fifty Pagodas be given to Mrs Luiza Fernandez the Daughter of Mr. Francis Fernandez Inhabitant at Anjenga, Taylor, Wherein that the Sum of One Hundred Pagodas be given to Mrs Maria D'Charles, all and Remainder Sum of the

5th It is my Last Will, that all my Wearing Apparel, such as Hatts, Coats Waistcoat, Drawers Shirts, Banyan Shirts, Buttons, and all other things, which were intended for Wearing Apparel, be given to Charles De Haudt, as also I declare that the Sum of Fifteen Pagodas be given to Mr Manuel Rodrigues, and the Sum of fifty Pagodas to Messieurs Cavier

6th It is my Will that my Son Francois Rautin, be

gotten

Written by me by Susannah Johnson, to be bred up by Mr. Charles Desvaux
and do bequeath unto my said Son Francois Roulin three Thousand
Hundred Pagodas, which Sum shall be Delivered to their Tutor that the
Same be laid Out at Interest, and such Interest as shall Accrue therefrom
to go to the Expence of my said Son Francois Roulin, and the said
Principal Sum of three Hundred Pagodas be paid him, when he
Shall come of Age or Day of Marrage
I. Declare that Notwithstanding I have given my said Last
Will and Testament, made in the Year 1763. Nominated & Appointed
Martinho De Souza, and Francisco Fernandez, my Executors and
Attorneys, As the said Gentlemen are at such a distance from
One another, which will attend with some Difficulty to get a proper
Set Executors to my said Last Will, do therefore Declare Mr. Francisco
Fernandez in the Room of Mr. Martinho De Souza, and do Nominate
Mr. Manoel Rodrigues the Son in Law of the said Mr. Francisco
Fernandez to be both my Executors and Attorneys, and do hereby
Repeal Annul and Countermand all and every thing Contained in
My Last Will and Testament and no Other Additional Codicil
or Codicils to be Esteem'd as such Officers Masters, and other Things
shall plead Guilty to Contrary
II. Declare that on the Expiration of the Usual Courtesy Year shall
Additional Codicil that there Remains Last Will and Testament
Said Executors and Attorneys do take Commissions Out of my Money
the Sum of Two Hundred Pagodas each, for the Trouble they shall
be at in the Execution of my last Will and Testament, But in case
my said Attorneys should Think the Sum of One Hundred Pagodas
so given be not Sufficient for their Trouble, Pains
Will that they do have as much more as the President & Council shall
judge fit
III. Declare that this also My Last Will that the Sum of Two
Hundred Pagodas, be taken Out of my Estate and given to my Mother in

in Law, viz. the Widow of Champagne as also the house at Tranquebar
Lastly Declare when by the above might the three having
Signed and Sealed in the Presence of Witnesses that were Present
Exempt before Madura 20th October 1764

Witnesses
Manoel Rodrigues Jeo
Simao Lopez
John De Souza

Roulin (L.S.)

Above Translation from the Original Portuguize as near as can
be by Francis Nancy
Interp.

Mayors Court
Madraspatnam

Tuesday the 28th Day of September
Anno Domini 1773

Present
George Baker Esquire Mayor
Reynold Adam George Smith
George Savage John Renton and
John Turing Aldermen

Between Michael de Reaurecte
of Madras Inhabitant and Usufructuary Heir
Administrator and Administratrix of all
and Singular the Goods and Chattels Rights
and Credits which were of Bartholomew
Rowlins Durand with a Cross Remand
Original Complainant and Cross Defendant
and

and Twenty Day of May do at Present
of the same Place Inhabitants and Original
Defendant and Cross Complainant
Et Contra

This Cause coming on to be Heard and Debated
this Day in the Presence of the Attorneys on both Sides on Reading the
Complainants Bill with an Account Current Annexed — The Defend
Answer with an Account Current Marked A and the Exhibits
ments Marked B Annexed The Cross Bill The Replication to
Cross Answer The Rejoinder The Cross Replication The Cross Rejoin
The Interrogatories and Depositions on the part of the Original
Complainants with an Account of the Deceased Bartholomew
Raulins Effects Sold at Publick Out Cry or Auction Marked
A and a Declaration of Joseph Dove Marked B Annexed
Exhibit on the part of the Original Complainant Interrogatories
and Depositions on the part of the Original Defendant with
and a Letter from Mr Christopher Hodgson to Counsel
of the Original Defendant with an Account Current Marked
The Disbursements Marked B and the Names of the Jurors
Marked C Annexed Exhibit by the Said Mr Hodgson on the part
Late Bartholomew Raulins Deceased The Exhibits and Depositions
the Original Defendant Declaring the Readings made Use of by
the Attorneys and on Due Consideration had thereon This Court
Doth Think fit to Order and Decree and Doth Hereby Order and
Decree That the Original Defendant shall pay unto the Original
Complainants the full and just Sum of One Thousand Nine Hundred
and Forty Eight Pagodas Eight Fanams and Forty Cash Pagodas
1948. 8. 40 together with all such Interest as now is or shall hereafter
become Due thereon until full Payment is made Deducting therefrom
the Sum of Fifty Nine Pagodas and Eleven Fanams Pagodas
59. 11. 0 which Appears by the Account of Bartholomew
Raulins

Raulins Effects to be the Amount of what was Received for Wearing
Apparel which was given to the Original Defendant
by the Codicil to the Said Will and Testament of the said Bartholomew
Raulins Deceased, As also Deducting therefrom the Sum of Nine Pags.
Pags. 5. 4. 0 for One piece of Long Cloth Three Pagodas Pags. 3. 0. 0
for half a piece of Long Cloth Fourteen Pagodas Pags. 1. 4. 0 for
Stockings and Six Hundred Pagodas Pags. 600. 0. 0 Charged in the
Original Complainants Account Current Annexed to their Bill of
Complaint for Two Pags of Gold Fanams together with the Interest
Due thereon until full payment is made which is what Sum the
Court are of Opinion the Original Complainants are Intitled
to And that each Party do Pay their Costs so far as they have prevailed
in the Original Suit, and it is further Ordered and Decreed That the
Cross Defendants do pay unto the Cross Complainant the full and
Just Sum of Two Hundred and Seventy Eight Pagodas Twenty
Seven Fanams and forty Cash Pagodas 278. 27. 40 being
the Amount of the Disbursements made and Due by the Cross Complainants
together with all such Interest as now is or shall hereafter become
Due thereon until full Payment is made Deducting therefrom

Decree

Filed the 20th Sept. 1748

To the Hon.ble the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto this
Hon.ble Court Your Orator Nathaniel Johnson of Madras Inhabitant
That Ignatius De Rozario of Pondicherry Inhabitant but at Present
in Madras Stands Indebted unto Your Orator in the Full and just
Sum of Fifty four Pagodas Twenty Three Fanams and Forty Seven
Cash Current Money of Madras Making one Sterling Guinea of
Coral

Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty One Pounds Sixteen Shillings and six Pence Sterling as the same Books as will more fully and at Large Appear by and Your Orator most humbly Before praying the same may be deemed as part of this his Bill of Complaint and Whereas Your Orator hath frequently and very Friendly Manner Requested the Payment of the said Sum of Fifty Four Pagodas Twenty Three Fanams and Forty Seven Cash

But now so it is and may it please this Honble Court the said Ignatius De Rozario Obstinately and wilfully refuseth the same or to give Your Orator any Manner of Satisfaction for the Premises Your Orator prays a Genl Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Ignacio De Rozario may upon his Corporal Oath full true direct and perfect Answer 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 Particularly that he the said Ignacio De Rozario may be ordered to pay unto Your Orator the said Sum of Fifty Four Pagodas Twenty Three Fanams and Forty Seven Cash with all Costs of Suit and for such further and other Relief as the Nature of the Case shall require and your Orator as in Duty bound shall ever Pray

Madras Fort Saint George

Third Monday in May 1773

Ignatius De Rozario to be Summoned and Required by the Sheriff or his Deputy to Appear in Person or by Attorney before the Honble Court of Madrasapatanam on the Coast of Coromandel on the Third Monday in May Instant and there to Answer the Bill of Complaint exhibited against him by Antonio Johnston and further to do and Receive what the said Court shall then and there Order in the Premises and not to depart the said Court without Leave

Witness the Honble Thomas Pitt Esqr Governor and the Rest of the Honble Court at Madras the 20th Day of September 1773

Daniel Shaw
Attorney for the Complainant

Ignacio De Rozario

1762 July 22 To Cash Lent You upon a Mortgage of 5 Rings set with different Stones } 25 - -

To Interest on Pagodas 25 from the 22 July 1762 to the 20th September 1773 is 11 Years 1 Months and 28 days } 22 11 47

To 6 per Cent p Annum 4 12 -

To Cash Lent You at Different times 54 23 47

Pagodas 54 23 47

Madras 20th September 1773
Errors Excepted
Antonio Johnston

Mayors Court at Madrasapatanam

Tuesday the 5th Day of October Anno Domini 1773

Present
George Baker Esqr Mayor
George Smith — George Moubray and
John Renton — Aldermen

Between Antonio Johnston of Madras Inhabitant Complainant and Ignatius De Rozario of Pondicherry Inhabitant but at present in Madras Defendant

The Defendant coming into Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Fifty four Pagodas Twenty Three fanams and Forty Seven Cash Pags 54 23 47/

together with all such Interests as may hereafter become
Due thereon Until full payment is made also all Costs of this Suit

Etur

filed the 23rd Sept. 1773

To the Honable the Mayor Court at Madraspatnam

Humbly Complaining

Shew unto this Honble Court Your Orators John Holland and Edward John Holland of Fort Saint George Merchants That Shadashiva Moodely of Saint Thome Inhabitant Stands Indebted unto Your Orators in the full and just Sum of Four hundred and Eighty four Pagodas and Seven fanams Current Money of Madras Exchange to Sterling Money of Great Britain at the rate of Eight Shillings for any Pagoda the Sum of One hundred and Ninety three Pounds Sixteen Shillings and for Power thereabouts Arising on the Bond or Obligation of the said Shadashiva Moodely to Your Orators bearing Date the Sixth Day of August in the Year of Our Lord One Thousand Seven hundred and Seventy three for the Payment of the Sum of Four hundred and Eighty four Pagodas and Seven fanams Lawful Money of Great Britain as aforesaid with Interest for the same after the Rate of Eight per Cent per Annum to be computed from the Sixth Day of August aforesaid Which said Bond or Obligation was Executed by the said Shadashiva Moodely in the Presence of Witnesses and Whereby he the said Shadashiva Moodely did for himself his Heirs Executors and Administrators Covenant Promise and Agree to and with Your Orators their Executors Administrators and Assigns to pay unto Your Orators the aforesaid Sum of Four hundred and Eighty four Pagodas and Seven fanams on

Mayor's Court
Madraspatnam

Tuesday the 2d Day of Oct.
Anno Domini 1770

Present
George Baker Esquire Mayor
George Smith — George Moubray
John Renton — Aldermen —

Between John Cuthbert
Edward Isham Fellows of Fort
George Merchants Comptrollers
Shadrachus Hendley of Fort
Saint George Defendant

The Defendant being in Court and
the Pastorfs of the Complainant Demurs. The Court
think fit the Order and Demurrer be Accordingly Over
that the Defendant shall pay unto the Complainant the
said Sum of Four Hundred and Eighty four Pagodas and
Pagodas 484 ½ together with all Costs to be taxed
or shall hereafter become Due thereon Until full Payment
also all Costs of this Suit

&c &c

Filed 12th July 1770

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining
Shewith Your Orator Edward Isham of Fort

5 Oct.

by his Attorney Arthur Cuthbert of Fort Saint George Esquire
that Whereas Walter Goddard late of Vizagapatam Merchant
Deceased did in his Life time Borrow and Receive of and from Your
Orator the full and just Sum of Eight thousand Arcot Rupees and
for the payment thereof did Enter into and give unto Your Orator
a Bond or Obligation under his hand and Seal bearing Date the
fifteenth Day of August in the Year of Our Lord One thousand seven
hundred and Sixty Eight whereby he promised and Obliged him-
self his Heirs Executors Administrators or Assigns to pay unto Your
Orator the said Principal Sum of Eight thousand Arcot Rupees at the
Expiration of two Years from the Date of the said Bond or Obligation
with an Interest of Risn per Cent per Annum as will more fully Appear
by a Reference to an Attested Copy of the said Bond or Obligation under
the Hand and Seal of the Mayor and Register of the Mayors Court at
Bombay, and Whereas the said Walter Goddard did in his Life time
pay the Sum of Seven hundred and Twenty Arcot Rupees on Account
of the said Bond as Appears by an Account Current hereunto Annexed
for the inspection of this Honble Court, and Whereas there Still Remains
Due the Sum of Ten thousand four Hundred and Eighty three Arcot
Rupees fourteen Annas and Seven Pice or three thousand One
hundred and twelve Pagodas thirty Eight fanams and forty Cash
as the Ballance of the said Account Current Making no Sterling
Money of Great Britain after the Rate of Eight Shillings for every
Pagoda the Sum of One thousand two hundred and forty five Pounds
and three Shillings or thereabouts, and Whereas the said Walter
Goddard deceased Deceased and died intestate without making
any Will and Whereas Letters of Administration to the Estate
and Effects of the said Deceased Walter Goddard have been Granted
have been Granted by this Honble Court to John Lumley of Fort
Saint George Merchant And Whereas Your Orator by means of
his said Attorney Arthur Cuthbert hath frequently and amicably

Amicably

Amicable Manner Applied to the said Johan Luning as the Administrator of the said Walter Goddard Deceased for the payment of the said Balance of the Amicable Account Current

But now to wit and May it please this Honble Court the said Johan Luning Voluntarily and willfully refuses so to do answer the premises give Your Orator any Manner of Satisfaction therein Wherefore Your Orator humbly prays that this Honble Court shall Appoint a Convenient Time for the Parties to appear before this Honble Court at a Certain time and place to be Limited by this Honble Court for that purpose then and there upon their Corporal Oaths full true direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of Two Thousand One Hundred and Fourteen Pounds Seventeen Shillings and forty Cents with all such Interest as is due or shall become Due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Johan Luning as Administrator of the said Walter Goddard Deceased to be Summoned and Required by the Sheriff of Fort Saint George Madraspatnam and the District thereof personally to be and Appear before this Honble Court at a Certain time and place to be Limited by this Honble Court for that purpose and then and there to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Chas Brooke
Attorney for the Complainant

Johan Luning Administrator &c
Dft

Bill filed 21st Decr 1802

Summons issued 21st Decr 1802

Returned 10th January 1803 Executed

Bill taken pro confesso 24th May 1803

Decree 24th May 1803

Report 11th Augt 1803

Exceptions filed 1st Sept 1803

Exceptions overruled 1st Sept 1803

Decree 1st Sept 1803

Report confirmed 1st Sept 1803

Decree 1st Sept 1803

Paid into Court 1st Sept 1803 Rupees 2114.58.10

Paid out of Court 1st Sept 1803 Rupees 2114.58.10

Dismissed 1st Sept 1803

Annexable Manner Applied to the said John Young as the Administrator of the said Walter Coddard Deceased for the payment of the said Ballance of the Amount of Account Current

But now to All and Singular the Premises the said John Young Obstinately and wilfully refuses to make any answer to give Your Orator any Manner of Satisfaction therein Wherefore Your Orator therefore prays that this Honble Court shall Appoint Agreeable to Equity and good Conscience of the said Walter Coddard Deceased may appear the Corporeal full true direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and alledged as fully and Effectually to all Intents and Purposes as if the same were Again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand One Hundred and forty Pagodas three Cash with all such Interest as remains or shall become Due thereon also all Costs of this Suit

May it please this Honble Court to Grant unto Your Orator the John Young as Administrator of the said Walter Coddard Deceased Subpoena Issuing out of and under the Seal of this Honble Court to be Directed to the Sheriff of Fort St. George Madrapatam and the Districts thereof Commanding him to Cause the said John Young to Appear before this Honble Court at a Certain time therein to be limited then and there to Answer all and Singular the Premises and further to Perform and Abide by such Order and Decree therein as to this Honble Court shall seem meet

Chas Boswell
Attorney for the Complainant

Sworn Court House Madrapatam 8th Feby 1813 before me
Thos Oakes Master

John Young Administrator of the Estate of the late Walter Coddard Esq.

Pagodas Cash

Dr.

1810 Aug. 30.	To Balance of Account Current	1,582	11
1811 Aug. 29.	To Interest thereon to this day	229	3
		1,811	14

Cr.

1811 Aug. 29.	By Balance	1,582	11
	By Interest	229	3
		1,811	14

Errors Excepted
Walter Coddard

The Answer of Arthur Luning of Fort Saint George Merchant Administrator of all and Singular the Goods Chattels and Credits of Walter Coddard late of Bengal Saint Merchant Deceased Defendant to the Bill of Complaint of Lemon Mathews of Bombay Inhabitant by his Attorney Arthur Cuthbert of Fort Saint George Esquire Complainant

This Defendant now and at all times hereafter saving and reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Untruths Errors Mistakes Insufficiencies and Imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as he is Advised Doth and is ready to Answer and Make Answer unto his this Defendant Answer and Saith that he hath been Informed and does verily believe that the said Walter Coddard did in his Life time Borrow and Receive of and from the Complainant the Sum of Eight thousand Arcot Rupees and that he did for the payment thereof Enter into and give unto the Complainant a Bond or Obligation under his hand and Seal bearing Date the Fifteenth Day of August in the Year of Our Lord One thousand Seven hundred and Sixty Eight to the purport set forth in the said Bill of Complaint This Defendant does also believe and Admit that the said Walter Coddard did pay the Sum of Seven hundred and Twenty Arcot Rupees on Account of the said Bond This Defendant does also believe that there did remain due the Sum of Seven thousand Seven hundred and Eighty three Arcot Rupees Fourteen Annas and Seven Pence Sterling Two thousand One hundred and Twelve Pagodas Eight Fanams and forty Cash Three Defendant

Defendant does also Admit that the said Walter Coddard died Intestate without Making any Will, and that Letters of Administration to the Estate and Effects of the said Walter Coddard have been Granted by this Honble Court to this Defendant But this Defendant Saith that the Ballance of Cash in the hands of this Defendt as part of the Estate of the said Walter Coddard, was at the time of Delivering in an Account Current of the said Estate into this Honble Court only Pagodas One thousand Nine hundred and Fifty Eight Fanams and Twenty Cash as will Appear by the said Account Current to which this Defendant craves Reference, at the foot of which Account is the following Memorandum Viz.t "There are Accounts with the Estate and the following persons which could not then be Settled and Account of the very Irregular and Confused Manner in which the Deceased left his Affairs when they are Adjusted the Account shall be Delivered into Court

" Captain Philip Delafield
" Pasqualaty Cruzapah
" Augustinum Padroabadoo
" Lieut Charles Bowles
" Arumum Addiapah
" Ivan Fernandez
} Debtors to the Estate

" Mr Johnson
" Mr Cotesford
" Mr Bousfield
} Creditors of the Estate

This Defendant further Saith that it Appearing to him this Defendant that the said Arumum Addiapah was and is Indebted unto the said Estate in the Sum of One hundred and Forty three Pagodas Ten Fanams and Forty Cash he this Defendant did some time Ago Exhibit a Bill of Complaint Against him the said Arumum Addiapah in this Honble Court for the Recovery thereof, To which the said Arumum Addiapah Instead of paying the said Sum, has thought proper to Contest it, and the said Suit is still depending in this Honble Court nor is it possible for this Defendant to know in

where

sooner the same may be Determined Either by this Honble Court or by
Court of Appeals or Case the same should be Appealed this Defendant
Doth therefore Humbly Pray Ejoined and Absolutely Restrayned
a Sufficient Sum of Money to be Returned by him this Defendant
as Administrator as aforesaid, to Answer the Value of the said Goods
it should Either be Determined Against the said Estate of the said
Walter Goddard Dec.d Case the same should be Determined against
of the said Estate and the said Account Additional should not suffice
to pay the Debt and Costs Decreed in any part thereof as all other Just
Costs of Suit Might in that Case fall on the said Estate and thereby
to the said other Outstanding Accounts this Defendant is Ready
Endeavours to Settle Same Except that of the said Executors of Charles
Bowles who this Defendant finds cannot Determining the said Account
Concerned with this Honble Court is not Indebted to the said Estate in
that did not as Appears to this Defendant at the time he Delivered in
the said Account to this Honble Court this Defendant further
Answering Saith that by Virtue thereof said Walter Wheeler
aforesaid Humbled Captain John Scaly Commander of the Ship
Northampton on the Service of the Honble United Company of Merch
of England Trading to the East Indies and Lately at Madras
Mr. Robert Reid Purser of the said Ship did Apply to the Court
for an Account of the said Estate of the said Walter Goddard which
they as did by Virtue of an Letter or Power of Attorney from Walter
Goddard of the Parish of Wrangaton in the County of Devon
this Kingdom of Great Britain Esq.r Natural and Lawfull
Father of the said Walter Goddard Deceased Lawhom as Appears to
this Defendant Sellers of Administration of the Goods and Credits
of the said Walter Goddard Deceased was on the Seventy Fourth
Day of November which was in the Year of Our Lord One thousand
Seven hundred and Seventy four Granted by the Archbishop of
Canterbury Which said Letters of Administration Recites that the
said Walter Goddard as is Alledged Lately died Intestate having

whilst

Whilst Living and at the time of his Death Goods Chattles or Credits in
Divers Dioceses or Jurisdictions, by Reason whereof the Sole Ordering
and Granting Administration of all and Singular the said Goods
Chattels and Credits and also the Auditing Allowing and finally
Discharging the Accompt thereof are well known to Appertain
Only and wholly to the said Archbishop of Canterbury and not to any
Inferior Judge and there the said Archbishop Granted the said power
or Letters of Administration to the said Walter Goddard the Father, as
Will more fully and at large Appear by Copies of the said Letters of
Administration and the said Letter of Attorney hereunto Annexed
for the Inspection of this Honble Court Marked A. B. and also
Copy of the said Walter Goddard the Fathers Letter to the said John
Scaly and Robert Reid Accompanying the said Letters of Administration
New and Letter of Attorney hereunto also Annexed for the Inspection
of this Honble Court Marked C. To all which this Defendant craves
Reference and Prays that the same may be Admitted as part of
this his Answer This Defendant further Answering Saith that
Besides the said Papers produced to this Defendant by the said
John Scaly and Robert Reid or One of them from whom the said
Copies were taken, they said John Scaly did Deliver unto this
Defendant a Writing under his hand wherein he says that he has
been Credibly Informed and does Verily believe Walter Goddard
Deceased, was in his Life time and at the time of his Decease
Indebted to Walter Goddard the Father of the said Walter Goddard
or some of his the said Walter Goddards Relations in a Considerable
Sum of Money on Bond as will More fully and at Large Appear by
a Copy of the said Declaration hereunto Annexed for the Inspection
of this Honble Court Marked D. Which this Defendant prays
May be Admitted as a further part of this his Answer The Original
Whereof is ready to be produced for the Inspection of this Honble
Court when Required. This Defendant does further Submit to the
Judgement of this Honble Court whether under the Aforegoing

Circumstances

favour the same may be Determined Either by this Honble Court or by the Court of Appeals in Case the same should be Appealed this Defendant Doth therefore thinks it Being Essential and Absolutely Necessary for a Sufficient Summ of Money to be Retained by him this Defendant as Administrator as aforesaid, to Answer the Costs of the said Suit if it should Either be Determined Against the said Estate of the said Walter Goddard Dec.d in Case the same should be Determined in favour of the said Estate and the said Annuity Additional should not be able to pay the Debt and Costs Decreed or any part thereof, as all or part of the Costs of Suit Might in that Case fall on the said Estate, and in the Meane time to the said other Outstanding Accounts this Defendant is Using his Endeavours to Settle thereon, Except that of the said Directors of Charles Bourke who this Defendant finds cannot be Delivering the said Account that did not as Appears to this Defendant at the time he Delivered in the said Account to this Honble Court this Defendant further Answering Saith that Besides the said Walter Which are as aforesaid Annuitd. Captain John Scaly Commander of the Ship Northampton in the Service of the Honble United Company of Merch.ts of England Trading to the East Indies and late at Madras for and Account of the said Estate of the said Walter Goddard Deceased they as did by Virtue of a Letter or Power of Attorney from Walter Goddard of the Parish of Woodgates in the County of Dorsett in the Kingdom of Great Britain Esq.r Natural and Lawfull Father of the said Walter Goddard Deceased Exhibited as Appears by this Defendant Letters of Administration of the Goods and Credits of the said Walter Goddard Deceased was on the Twenty Fourth Day of November which were in the Year of Our Lord One thousand Seven hundred and Seventy two Granted by the Archbishop of Canterbury Whereupon Letters of Administration Issued to the said Walter Goddard as Attorney lately died Intestate having

Whilst Living and at the time of his Death Goods Chattels or Credits and Debts Accounts or Demands Unadministered by reason whereof the Sole Ordering and Granting Administration of all and Singular the said Goods Chattels and Credits and also the Auditing Allowing and finally Discharging the Accompt thereof are well known to Appertain Only and wholly to the said Archbishop of Canterbury and not to any Inferior Judge, and then the said Archbishop Granted the said power or Letters of Administration to the said Walter Goddard the Father, as More fully and at large Appears by Copies of the said Letters of Administration and the said Letter of Attorney hereunto Annexed for the Inspection of this Honble Court Marked A. B. and also Copy of the said Walter Goddard the Fathers Letter to the said John Scaly and Robert Reid Accompanying the said Letters of Administration and Letter of Attorney hereunto also Annexed for the Inspection of this Honble Court Marked C. To all which this Defendant craves Reference and Prays that the same may be Admitted as part of this his Answer. This Defendant further Answering Saith that Besides the said Papers presented to this Defendant by the said John Scaly and Robert Reid as Aforesaid from which the said Copies were taken they the said John Scaly did Deliver unto this Defendant a Writing under his hand wherein he says that he has been Credibly Informed and does Verily believe Walter Goddard Deceased, was in his Life time and at the time of his Decease Indebted to Walter Goddard the Father of the said Walter Goddard or some of his the said Walter Goddards Relations in a Considerable Sum of Money on Bond, as will More fully and at Large Appear by a Copy of the said Declaration hereunto Annexed for the Inspection of this Honble Court Marked D. Which this Defendant prays May be Admitted as a further part of this his Answer. The Original Whereof is ready to be produced for the Inspection of this Honble Court when Required. This Defendant thus further Submits to the Judgement of this Honble Court whether under the Aforegoing

Circumstances

Circumstances of the said Suit being still depending, other Matters
relative to the said Estate as before mentioned being still unsettled
The said Demand of the said Walter Goddard the Father, both as Father
and, as this Defendant Conceives Intitled to Letters of Administra-
tion in preference to Either this Defendant or any other Creditor
and having no Caveat before the Complainants Demand was made
On this Defendant Obtained Letters of Administration from the
said Archbishops of Canterbury, who by the Tenor of the said Letters of
Administration Claims a priority of Jurisdiction to any Inferior
Judge as this Defendant Conceives, the Supreme Ordinary or
Person Vested with the Supreme Ecclesiastical Authority, and also
this Demands on Bonds entered into by the said Debtor Jointly with other
under those Circumstances the Complainants is Intitled to payment
of the Amount or Ballance of Cash at present in the hands of this
Defendant for belonging to the said Estate or any part thereof for this
Defendant has already Expended part of the said Ballance in the
Costs of the said Suit and may still be Obliged to Expend a good deal more
On that Account and if this Honble Court should be of Opinion that the
Complainant is Intitled to any part of the said Ballance this Defendt
does further Submit to this Honble Court whether he the said Complainant
Should not give this Defendant all Bonds of Indemnification and obliga-
tions Complainant to Refund in Case any Debt or Debts should
Appear that should be paid Either in preference to the Complainants
said Demand or Equal with the same

All which Matters and things this Defendant is ready and
Willing to Aver Maintain and prove as this Honble Court shall direct
and humbly prays to be hence Dismissed with his reasonable Costs
and Charges in this behalf most Wrongfully Sustained

30th August 1793
Sworn in the Days of
Adjournment before me
George Baker
Mayor

John Turing
Administrator to the Estate
of the late Walter Goddard

John Sykes
Attorney

A

Frederick by Divine Providence Archbishop of Canterbury
Primate of all England and Metropolitan To our well beloved in
Christ Walter Goddard Esquire the Natural and Lawfull
Father of Walter Goddard late of Vizagapatam in the East
Indies a Batchelor Deceased Greeting Whereas the said Walter
Goddard junr is Alledged lately died Intestate Whereby whilst living
and at the time of his Death Goods Chattels or Credits in diverse Dioceses
or Peculiar Jurisdictions by reason whereof the Sole ordering and Granting
Administration of all and Singular the said Goods Chattels and Credits
and also the Auditing Allowing and finally discharging the Accompt
thereof are well known to Appertain Whereof we well Knowing to Appre-
tain desiring that the said Goods Chattels and Credits may be well and
faithfully Administered Applyed and disposed of According to Law
Do therefore by these presents Grant full power and Authority of You
in whose Fidelity We Confide to Administer and faithfully dispose
of the said Goods Chattels and Credits and to ask Demand Recover and
Receive whatever Debts and Credits which whilst living and at the
time of his Death did any way belong to his Estate and to pay whatever
Debts the said Deceased at the time of his Death did Owe so far as such
Goods Chattels and Credits will thereto Extend and the Law require You
having been already Sworn by Commission well and faithfully to
Administer the same and to make a true and perfect Inventory of
all and Singular the said Goods Chattels and Credits and to Exhibit
the same into the Registry of Our Prerogative Court of Canterbury on
or before the last Day of May next ensuing and also to render a
just and true Accompt thereof on or before the last Day of November
which shall be in the Year of Our Lord One Thousand Seven hundred
and Seventy three and we do by these presents Ordain depute and
Constitute You Administrator of all and Singular the Goods Chattels
and Credits of the said Deceased Given at London the Twenty fourth
Day of November in the Year of Our Lord One Thousand Seven hundred
and

and Seventy Two and in the Fifth Year of Our Translation

This is a true Copy of the Original Letters of Administration Examined therewith this 8th December 1772

By me Ben: Sealy Milk Street London

John Sykes
Attorney for the Defendt

B

Know all Men by these Presents shall come I Thomas Townsend Esq. Lord Mayor of the City of London Do hereby Certify that on the Day of the Date hereof Personally came and appeared before me Benjamine Sealy the Deponent Named in the Affidavit hereunto Annexed being a Person well known and worthy of Good credit and by solemn Oath which the said Deponent then took before me upon the Holy Evangelists of Almighty God Did solemnly and Sincerely declare Truly and Deposed to be true the several Matters and things Mentioned and Contained in the said Annexed Affidavit

In Testimony whereof I the said Lord Mayor have Caused the Seal of the Office of Mayoralty of the said City of London to be hereunto put and Affixed and the Letter of Attorney hereunto and aforesaid to be annexed and the aforesaid Affidavit to be hereunto also Annexed Dated in London the Twenty third Day of December in the Year of Our Lord One Thousand Seven Hundred and Seventy Two

Hodges

London ss

Benjamen Sealy of Milk Street London Gentleman

Gentlemen Maketh Oath that he this Deponent was present and Did see Walter Coddard of the Parish of Woodyates in the County of Dorset in the Kingdom of Great Britain Esquire Natural and Lawfull Son Father of Walter Coddard late of Vizagapatam in the East Indies Gentleman Deceased Sign and Seal and as his Act and deed Deliver the Deed Poll or Letter of Attorney hereunto Annexed and that the Names Thos Rutlan and Ben: Sealy Subscribed as Witnesses to the due Execution of the same Deed Poll or Letter of Attorney are the proper Hands Writing of Thomas Rutlan and this Deponent

Ben: Sealy

Sworn at the Guildhall London this 23d Day of December 1772

Before me

James Townsend Mayor

Know all Men by these Presents that Walter Coddard of the Parish of Woodyates in the County of Dorset in the Kingdom of Great Britain Esq. Natural and Lawfull Father of Walter Coddard late of Vizagapatam in the East Indies Gentleman Deceased for divers good Causes and Considerations me thereunto especially moving and Enticing especial Trust and Confidence in the Integrity and Abilities of my Attorneys herein after Named Have made ordained Constituted Authorized empowered and Appointed and by these presents Do make ordain Constitute Authorize empower and Appoint John Sealy Esq. Commander of the Ship Buckingham in the Honble East India Companys Service now lying at Graves end intending to proceed on her intended Voyage to Madras and Bengall in the East Indies and Robert Reid Gentleman Purser of the said Ship jointly and either of them severally to be my true and Lawfull Attorney and Attorneys for me and in my name and for my Own proper Use and Benefit to Ask Demand and Receive of and from John Ewing of Madras aforesaid Esq. who was late

late Copartner with the said Attorney of and who has also since
[illegible] in Account to the Estate and Effects of my said late Son Walter
Goddard Deceased his Representatives or Representatives and of and
from all and every other Person and Persons whatsoever now or late having
or being in Account and Engagements aforesaid or else whereunto the
Said Andrew his Son or their Representatives or Representatives his
Executors or Administrators shall or may Lawfully claim all
and every the Debt and Debts Sum and Sums of Money Goods
Chattels Effects and things whatsoever which at the time of the Death
of my said late Son were any ways due owing payable or belonging
unto or which since his Death shall or may Accrue due owing
or belonging or shall hereafter grow due and be payable owing or
belonging to the Estate of him the said Walter Goddard Deceased
upon or by Virtue of any Bond Bill Note Mortgage Book Debt
or upon Account of the Trading and Dealing of him the said Walter
Goddard Deceased or upon any other Account and by any other
Ways or Means whatsoever And in Default of Payment and
Delivery thereof and of every part thereof to have recover and
take all such Lawful Ways and Means whatsoever for the
or therein for the Recovery thereof and of every part thereof in my
Name or in the Name of them the said Attorneys or either of them
as Counsel Learned in the Law shall be thought Fit and
Necessary and for that purpose to ask demand and receive of and
from the said Andrew his Executors or Administrators or his
Representatives and of and from all and every other Person and
Persons whomsoever Due Just and Reasonable Account and Accounts of all and every
the Matters and Premises aforesaid And the same when Stated
Agreed and Adjusted to Sign Seal and Deliver unto the said Andrew
and every the said Account and Accounts to make such reasonable
Allowances as my said Attorneys or either of them shall Lawfully or
Justly think fit And upon the said Accounts every part
thereof shall be Settled and Adjusted to receive and take the Balance
of them and every of them that shall be due and owing unto

Estate of my said late Son Walter Goddard Deceased either on Good Bills
of Exchange payable in London in the Kingdom of Great Britain
aforesaid or on Goods Wares and Merchandize or in such other manner
as my said Attorneys shall jointly or severally think fit and
upon Receipt thereof or of any part thereof Receipts Releases or other
Good Sufficient Valid and Effectual Acquittances and Discharges
for me and in my Name and as and for my Act and deed to make
Give seal and Execute And likewise if occasion be for the Compounding
with all Every or any such Person or Persons as aforesaid for or in
Respect of all or any such Debt or Debts Sum or Sums of Money
Goods Chattels Estate or Effects of him the said Walter Goddard
Deceased and to refer all or any Controversy or Controversies Dispute
Doubts or Differences as are or shall Arise or be and touching or
Concerning the Premises to the final Arbitration Judgement
and Determination of Arbitrators and also to Name or Choose
One or More Arbitrator or Arbitrators Umpire or Umpires for
him to join with the persons as my said Attorneys or either of them
shall jointly or severally think Proper and for me and in my Name and
as my Act and deed to Sign Seal and deliver any Bond or Bonds of
Arbitration with or without any Umpire and to perform all and
every such Award and Determination as shall be made in the premises
And One or more Attorney or Attorneys for all or any of the Purposes
aforesaid Under him or them to make and Substitute and at pleasure
to Revoke and Generally to do perform and Execute all such further and
other Lawful and Reasonable Acts Deeds Matters and things as to
them my said Attorney or Attorneys jointly or severally his or their
Substitute or Substitutes shall or may seem need and reasonable in the
Premises as fully amply and Effectually to all intents and purposes
as I myself might or could do if I were Personally present and did
the same, Hereby Ratifying and Confirming and Allowing all
and whatsoever my said Attorney or Attorneys his or their Substitute
or Substitutes shall Lawfully do or Cause to be done in and About the
Premises by Virtue of these Presents In Witness whereof the said
Walter

Walter Goddard hereunto set my hand and Seal this Twenty Fifth day of November in the Year of Our Lord One Thousand Seven Hundred and Seventy two and in the Thirteenth Year of the Reign of King George the third of Great Britain France and Ireland King Defender of the Faith &c

Sealed and Delivered (being first Duly Stamped) in the presence of } Walter Goddard (L.S.)

Tho.s Rutton

Ben.n Sealy Milk Street London

A true Copy of the Letter of Attorney, Affidavit and Certificate thereto Annexed

John Sykes
Attorney for the Defend.t

C

Cent.

Woodyate December 20.th 1772

With this You will Receive a Power of Attorney to act for me, in the Settlement with Mr. John Lysing of Madras, of my late Son Walter's Affairs in India to whose Effects Mr. Lysing has lately administered in the Mayor's Court of Madras. Herein for Your better Instruction I Send also and Desire a Copy of Mr. Lysings last Letter to me together with a Copy of my Letter of Administration to my Son the £ 40. Mentioned in Mr. Lysings Letter to be Advanced by him to my Son William. I Must beg You would allow, on the Settlement of my Son Walters Affairs together also with any further Sum and Contingency Lysing may have since Received by Advances to my Son William Paid for his benefit and which I had Leave to draw for on Him. I am also Mr. Lysing will take the trouble of Settling Mr. Walters Affairs and Dispose of as Advised by my Son and Son for his Father Your Self Lysing shall Examine Papers, as to the Method of Remitting the Balance of Mr. Lysings Accounts home as I Choose this money Entirely to be Vested here Obtaining God Bills payable in England for the Amount

Use Your Own pleasure in that respect and whether You make the Remittances in Bills or in any kind of Merchandize I have no Doubt but You will do the best You can for me, and You may rest Assured I shall be Entirely Satisfied with whatever method You will please to Adopt for that purpose, and shall besides think myself Greatly Obliged for the trouble I give You in this business

I Heartily wish You a Prosperous Voyage

and am

Cent.

Your Most Obed.t and Obliged
humble Servant
Walter Goddard

To
Captain John Sealy
and
Mr. Robert Reid Purser
of the Northington East
India Man
Compliments of the Approaching Season wait You
Gentlemen

Mem: Mr. Henry Crawford of Vizagapatam had the Management of Mr. Walter Goddards affairs there as Captain Goddard has been informed: and that he bears an Excellent Character, if therefore Mr. Lysing should not have Settled with Mr. Crawford, it will be Necessary for Captains Sealy and Mr. Reid to do so, which Captain Goddards Letter of Attorney gives them power to do

A true Copy John Sykes
Attorney for the Defend.t

D

John Sealy Commander of the Ship Northington now at Anchor in Madras Road, saith that he has been Credibly Informed, and does Verily believe Walter Goddard Deceased was in his Life time and at the time of his Decease Indebted to Walter Goddard the Father of the said Walter Goddard in several thousand Walter Goddards Relations in a Considerable Sum of Money on Bond

Given under my hand at Fort St. George 20.th July 1773

John Sealy

A true Copy John Sykes
Attorney for the Defend.t

516.

Mayor's Court at Madraspatnam

Tuesday the 12th Day of October Anno Domini 1773

Present

George Baker Esquire Mayor
John Holland and George Mowbray
Aldermen

Mayor's Court

Between Simon Mathew of Bombay Inhabitant by his Attorney Arthur Cuthbert of Fort Saint George Esquire Complainant and Walter Coddard late of Vizagapatam Merchant Deceased Defendant

This Cause coming on to be Heard and Debated this Day on the Petition of the Complainant by his Attorney on both Sides and Reading the Answer with Copies of Letters of Administration Letter of Attorney and Petition and Answer On hearing the Pleading thereon this Court Doth thereupon for the Causes in the said Petition Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full aforesaid Sum of Four Thousand Eight Pagodas 3112. 28. 40 of Exchange with all such Interest as now is or shall hereafter become Due thereon until full Payment is made and this further Order and Decree that the Costs of Suit be paid Out of the Estate of the said Walter Coddard Deceased

By Cur

247

516.

Filed 19th July 1773

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Robert Dowsett of Fort Saint George Merchant That Thomas Modaly of Wyapury Inhabitant Stands Indebted unto Your Orator in the Sum of Eighty four Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Thirty three Pounds and Twelve Shillings or thereabouts as will more fully and at large Appear by an Account hereunto Annexed for the Inspection of this Honble Court to which Your Orator Most humbly refers and prays the same may be Admitted as part of this Your Orators Bill of Complaint and Your Orator further Sheweth to this Honble Court that he hath frequently and in a reasonable Manner requested payment from the said Thomas Modaly of the said Sum of Eighty four Pagodas But now so it is true it may please this Honble Court the said Thomas Modaly Obstinately and Wilfully Refuses to pay the same or to give Your Orator any reasonable Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Thomas Modaly may upon his Corporal Oath fully true Direct and Perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully fully perfectly 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 Eighty four 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 Thomas Modaly to

Humbly Your Orator Annachellum Moodelliar of Madras Inhabitant
by his Attorney Joseph Del Rozario of the same Place Inhabitant
That Peddoo Reddy of Madras Inhabitant stands Indebted unto
Your Orator in the full and just Sum of Three Pagodas and
Thirty Eight Fanams Current Money of Madras Making in Value
Money of Great Britain, at the rate of Eight Shillings for every
Pagoda, the Sum of fourteen Pounds Seven Shillings and Two Pence
or thereabouts as will more fully and at large Appear by the Translate
of a Bond or Obligatory in the Malabar Language
Account Current and an Assignment of the said Bond or Writing
Obligatory, made Bona Fide by Your Orator unto his said Attorney
hereunto Annexed for the Inspection of this Honble Court and to
which Your Orator most humbly Refers praying the same may be
Admitted as part of this his Bill of Complaint and whereas Your
Orator hath frequently and in a friendly Manner Requested the Payment
of the said Sum of Thirty Three Pagodas and Thirty Eight Fanams

But now so it is

Honble Court the said Peddoo Reddy Obstinately and wilfully Refuses
Pay the same to Your Orator any manner of Satisfaction touching
the Premises Your Orator prays a General Writ of Subpoena
Court shall Appear & Answer to Equity and Conformable to the
End that so that the said Peddoo Reddy may upon his Corporal Oath
full true direct and perfect Answer make to all and singular the
Matters and things herein before set forth and alledged as fully fully
and Effectually as if the same were
Against
Court to pay
Pagodas and Thirty Eight Fanams with all such Interest as aforesaid
shall thereafter become due thereon also all Costs of this Suit

May it Please

to be Summoned and Examined by the Sheriff of Fort Saint George
of Madras aforesaid and his Deputies thereof personally to be and
Appear before this Honble Court at a certain time and place to be

this Honble Court seized and Appointed to Answer and thereto Answer
this Your Orator's Bill of Complaint and further to stand to and
abide by such Order and Decree therein as to this Honble Court shall
Seem Meet

Dan[l] Shaw
Attorney for the Complainant

August 1773

Court removed the days of Adjournment
Complainant Attorney having made Oath to
Defendant Attorney having made Oath that he doth the Reason
Purpose of this Demand and that he doth the Reason
the Defendant will not withdraw himself from
Jurisdiction of this Court on hearing this Day Bill
Against him Let a Summons Returnable
Immediately and a Warrant of Arrest issue

George Baker
Mayor

10th March 1772

I Peddoo Reddy the Son of Longahpooram Lumbo Reddy do
hereby Acknowledge to owe Bonnard and Revered of Annachellum
Moodeliar the Sum of Munnagapatam Moodeliar the full and just
Sum of Thirty One Pagodas and Three quarters of a Pagoda of Pagodas
31 3/4 which Sum I promise to pay on Demand with Interest thereon
after the Rate of Nine p[r] Cent p[r] Annum — Witness Shaw Shaw Voluntarily
given Under this Obligation — Drawn by Cotadoor Sockapah School
Master

Signed Veera Redd Peddoo Reddy

Witness
Ramaya Pillay
Thyar Pillay

I Peter Swanstate do swear as to the Interpretation
given this Original Bond in the Malabar Language by Ramaya Pillay
Court Interpreter

Dan[l] Shaw
Attorney for the Complainant

Dr. Peddoo Reddy in Acct Curt with Annachellum Mudeliar C

1772 March	10. To the Amount of your Bond or Writing Obligatory in the Malabar Language of this Date and made to Joseph Dellum Demand for	31.31.50	By Account Curr. 35.38
	To Interest on Do from the 10th March 1772 to the 25th of August 1773 one Year 5 Months and 15 Days @ 1 Cent P Annum	4.6.40	
	Pagodas	35.38.	Pagodas 35.38.

Madras 25. August 1773

Errors Excepted

Joseph Royal

Whereof the said Annachellum Mudeliar doth hereby Acknowledge
he the said Annachellum Mudeliar hath Assigned Setover, and by these
Presents doth Assign and Setover unto the said Joseph De Rozario the
said Recited Bond or Writing Obligatory and the Money thereupon due
and Owing and all his Right and Interest of in and to the same and
the said Annachellum Mudeliar for the Consideration aforesaid Hath
Made, Constituted and Appointed and by these Presents do make, Constitute
and Appoint the said Joseph De Rozario his Executors and Administrators
his True and Lawfull Attorney and Attorneys Irrevocable for him and in
his Name and in the Name and Names of his Executors and Administrators,
but for the sole and proper Use and Benefit of the said Joseph De Rozario
his Executors Administrators and Assigns, to Ask, Require, Demand and
Receive of and from the said Peddoo Reddy his Heirs, Executors and Ad-
ministrators the Money due and Owing on the said Bond and upon
Payment thereof the said Joseph De Rozario his Heirs Executors and
Administrators to Sue for and Recover the same, and on payment thereof
to deliver up and Cancel the said Bond and Give sufficient Release and
Discharge therefore and one or more Attorney or Attorneys under him to
Constitute and Whatsoever the said Joseph De Rozario or his Attorney or
Attorney shall Lawfully do in the premises the said Annachellum
Mudeliar do thereby Allow and Affirm and the said Annachellum
Mudeliar doth Covenant with the said Joseph De Rozario that he the
said Annachellum Mudeliar hath not Received nor will Receive the said
Money due on the said Bond or any part thereof neither shall or will
Release or Discharge the same or any part thereof but will Own and Allow
of all Lawfull Proceedings for Recovery thereof the said Joseph De Rozario
saving the said Annachellum Mudeliar harmless of or from any Costs
that may happen thereby In Witness whereof the said Annachellum
Mudeliar hath hereunto Set his Hand and Seal in Madras this
Twenty fifth Day of August in the Year of Our Lord One Thousand Seven
Hundred and Seventy Three

Signed Sealed and Delivered
in the presence of the

525.

Mayor's Court at Madrespatnam } Tuesday the 15th Day of October Anno Domini 1776

L.S

Present

George Baker Esquire Mayor

Reynold Adams and John Turing

Aldermen

Between Arnachellum Moodeliar of Madras Inhabitant by his Attorney Joseph De Rozario of the same place Inhabitant Complainant and Pidda Reddy of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Defendant hath been Served with the Usual Rules 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 of Thirty five Pagodas and thirty Eight fanams Pagodas 35. 38. - Together with all Such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

By Ord

Fiat 12th Oct. 1776

To the Honble the Mayor's Court at Madrespatnam

Humbly Complaining Shew unto this Honble Court Your Orator John Holland and George Parnell and Edward John Holland of Fort St George Merchants That Shanbrubarmanachavya Chitty

525.

Chitty of Madras Merchant Stands Indebted unto Your Orators in the full and just Sum of One thousand Four hundred and ninety Seven Pagodas Seventeen fanams and Twenty three Cashs Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight shillings for every Pagoda the Sum of Four hundred and Ninety Eight Pounds Eight Shillings and Two pence as by their Account or Books as will more fully and at large Appear by an Account hereunto Annexed for the Inspection of this Honble Court and which Your Orators pray may be Admitted as part of this Your Orators Bill of Complaint and Your Orators further shew unto this Honble Court that they have Several and Amicable manner Requested Payment from the said Shanbrubarmanachavya Chitty of the said Sum of One thousand Four hundred and Ninety Seven Pagodas Seventeen fanams and Twenty three Cashs But now so it is So it may please this Honble Court the said Shanbrubarmanachavya Chitty Obstinately and wilfully Refuses to Pay the same or to Give Your Orators any Manner of Satisfaction touching the Premises Your Orators therefore Pray a General Relief such as to this Honble Court shall Appear Agreable to Equity and Good Conscience To the End therefore that the said Shanbrubarmanachavya Chitty may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully Truly and Effectually to all Intents and purposes as if the same were here Again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orators the aforesaid Sum of One thousand Four hundred and Ninety Seven Pagodas Seventeen fanams and Twenty three Cashs 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 Shanbrubarmanachavya Chitty to be Summoned and required by the Sheriff of Fort St George Town of Madrespatnam and the Districts thereof Personally to be and Appear before this Honble Court at

525.

Mayor's Court at Madraspatnam

Tuesday the 15th Day of October Anno Domini 1793

L:S

Present

George Baker Esquire Mayor
Reynold Adams and John Turing
Aldermen

Mayor's Court

Between Arnachellam Mondelliar of Madras Inhabitant by his Attorney Joseph De Rozario the same place Inhabitant Complainant and Piddah Reddy of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Defendant hath been heard on the Merits of the Complaint and Bill, but wilfully and Obstinately Refusing to Pay Obedience to the Orders of this Court do therefore think fit the Order and Decree aforesaid Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the Sum of Thirty four Pagodas Thirty Eight Fanams Pagodas 34. 38. together with Such Interest as now is or shall hereafter become Due thereupon till full Payment is made also all Costs of this Suit

By Ct

Filed 12th Oct. 1793

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth to this Honble Court Your Orator John Holland and George Powell and Edward John Holland of Fort St George Towns of Madraspatnam and the

Chitty of Madras Merchant Stands Indebted unto Your Orators in the full and Just Sum of One thousand Four hundred and ninety Seven Pagodas Seventeen fanams and Twenty 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 Five hundred and Ninety Eight Pounds Eight Shillings and Two pence or thereabouts as will more fully and at large Appear by an Account hereunto Annexed for the Inspection of this Honble Court and which Your Orators pray may be allowed as part of this Your Orators Bill of Complaint and Your Orators further shew unto this Honble Court that they have frequently and in an Amicable manner Requested Payment from the said Shankerburnama shavoya Chitty of the said Sum of One thousand Four hundred and Ninety Seven Pagodas Seventeen fanams and Twenty three Cash

But now so it is May it Please this Honble Court the said Shankerburnama shavoya Chitty Obstinately and wilfully Refuses to Pay the same or to give Your Orators any Manner of Satisfaction touching the Premises Your Orators therefore Pray a General Relief as the Nature of this Honble Court shall Appear Agreable to Equity and Good Conscience To the End therefore that the said Shankerburnama shavoya Chitty may upon this Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were there Again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orators the aforesaid Sum of One thousand Four hundred and Ninety Seven Pagodas Seventeen fanams and Twenty three Cash with all such Interest as now is or shall hereafter become Due thereupon also all Costs of this Suit

May it Please this Honble Court to Cause the said Shankerburnama shavoya Chitty to be Summoned and required by the Sheriff of Fort St George Towns of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at

at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer the Plts Bill & Compl^t and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

22. Oct^r 1773

John Sykes
Attorney for the Compl^ts

This Bill was sworn to & Signed in Court on the Day of Month and Year aforesaid by the Compl^t Thomas Pomney Esq^r one of the Gentlemen therein named

Before me
George Baker
Mayor

This Bill was sworn to & Signed in Court on the Day of Month and Year aforesaid by the Compl^t John Turing Esq^r one of the Gentlemen therein named

Before me
George Baker
Mayor

This Bill was sworn to & Signed in Court on the Day of Month and Year aforesaid by the Compl^t George Pownall Esq^r one of the Gentlemen therein named

Before me
George Baker
Mayor

This Bill was sworn to & Signed in Court on the Day of Month and Year aforesaid by the Compl^t Edward John Holland Esq^r one of the Gentlemen therein named

Before me
George Baker
Mayor

This Bill was sworn to & Signed in Court on the Day of Month and Year aforesaid by the Compl^t George Holland Esq^r one of the Gentlemen therein named

Before me
George Baker
Mayor

This Bill was sworn to & Signed in Court on the Day of Month and Year aforesaid by the Compl^t John Holland Esq^r one of the Gentlemen therein named

Before me
George Baker
Mayor

This Bill was sworn to & Signed in Court on the Day of Month and Year aforesaid by the Compl^t Thomas Hollond Esq^r one of the Gentlemen therein named

Before me
George Baker
Mayor

This Bill was sworn to & Signed in Court on the Day of Month and Year aforesaid by the Compl^t Richard

unto Your Orator in the full and Just Sum of five hundred and Twenty
Two Pagodas Three fanams and Twenty Seven Cash Current Money of
Madras Making in Sterling Money of Great Britain at the Rate of
Eight Shillings for every Pagoda the Sum of Five hundred and Eight Pounds
Five Shillings and Nine Pence for Which Sum as by the Said Books as well more fully and at
large Appears by an Account hereunto Annexed for the Inspection of this
Honble Court and which Your Orator prays may be Admitted as part of
this Your Orators Bill of Complaint and Your Orator further Shews unto
this Honble Court that he hath frequently and in a reasonable
Manner Requested Payment from the said Shankar Namshewy Chitty
of the said Sum of five hundred and twenty two Pagodas three fanams
and twenty seven Cash

But now so it is may it please this Honble Court the
said Shankar Namshewy Chitty Obstinately and wilfully Refuses to
Pay the same or to give Your Orator any Manner of Satisfaction touching
the Premises Your Orator therefore prays a Decree of this Honble
Honble Court shall Appear Agreeable to Equity and Good Conscience
To the End therefore that the said Shankar Namshewy Chitty may
upon his Corporal Oath full true Direct and Perfect Answer make
to all and Singular the Matters and things herein before Set forth and
Alledged as fully truly and Effectually to all Intents and Purposes
as if the same were thereto again Repeated and Particularly Interrogated
and that he may be Decreed to pay unto Your Orator the aforesaid
Sum of five hundred and Twenty two Pagodas three fanams and
twenty Seven Cash with all such Interest as now is or shall become
Due thereon also all Costs of this Suit

May it Please This Honble Court to Cause the said
Shankar Namshewy Chitty to be Summoned and Required by the
Sheriff of Fort St George Deputy Mid Dasapalavaram and the Defendt
being personally to be and Appear before this Honble Court at Fort
town and place to be by this Honble Court Pursued and Appointed then
and there to Answer this Your Orators Bill of Complaint and further
to Stand to and abide by such Order and Decree therein as to this Honble

Honble Court shall Seem Meet

1773. October 25th This Bill was Sworn
in Court the Day of Argument and
the Complainant having Sworn to the
Justness of his Debt and that he believes
the Defendant would Depart from the
Jurisdiction of this Court if a Summons
was to be Issued on which to Issue Summons
Returnable Immediately and Warrant
of Arrest Issue

George Baker
Mayor

John Sykes
Attorney for the Complt

Dr Shanker Namshewy Chitty in Acct with Mr Christopher Macklin Cr

1773					1773			
May	10	To the Amount of Your Bond of this Date payable on Demand	1000	" "	June	14	By Cash Received on part	500 " "
		To Interest on Ditto from 10th May 1773 to the 20th October 1773 is 5 Months and 10 Days @ 8 p Cent p Annum	35 1964				By Interest on Ditto from 10th June 1773 to the 20th October 1773 is 4 Months and 10 Days at 8 p Cent p Annum	13 1564
							By Balance Due	522 3 77
		Pagodas	1035 1964				Pagodas	1035 1964

Fort St George 26th October 1773
Errors Excepted
Christr Macklin

Mayor's Court at Madrasapatnam } Tuesday the 24th Day of October Anno Domini 1775

S.S

Present

George Baker Esquire Mayor
Thomas Bowney—George Savage
and John Turing—Aldermen

Mayor's Court

Between Christopher Mackla of Madras Merchant Complainant
and Shanker Namshawey Chitty of the same Place Merchant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum of Two Hundred and Twenty two Pagodas Three Fanams and Twenty Seven Cashes Pagodas 222 3 27 together with all such Interest as now is or shall hereafter become due thereon and all Costs of Suit Due thereon and Will Payment and Satisfaction be made accordingly

By Curr

Filed the 25th Octr 1775

To the Honble the Mayors Court at Madrasapatnam

Humbly Complaining Shewn unto this Honble Court Your Orator Joseph Mackla of Madras Inhabitant Merchant That Namshawey Chitty of Madras aforesaid Inhabitant Stands Indebted unto Your Orator in the full and just Sum of Two Hundred Pagodas Current Money of Madras Pardaus and Sterling Money of Great Britain for Goods Wares and Merchandizes by Your Orator at his Request Sold and Delivered unto him the said Namshawey Chitty at Sundry Times and Days in the Year of Our Lord One Thousand Seven Hundred and Seventy Three and Which Sum of Two Hundred Pagodas he the said Namshawey Chitty hath Promised and Agreed to Pay unto Your Orator on Demand as Appears by a Certain Writing Obligatory in the Malabar Language Bearing date the Fifth Day of July in this Present Year One Thousand Seven Hundred and Seventy Three and Payable on Demand a Translate of the said Bond is hereunto Annexed for the Inspection of this Honble Court to which Your Orator most humbly Refers and Prays that the same may be Admitted as part of this his Bill of Complaint and Whereas Your Orator hath frequently and in a friendly Manner Requested the said Namshawey Chitty to Pay the said Sum of Two Hundred Pagodas Payment of the same but Butmon so it is and may it please this Honble Court the said Namshawey Chitty Obstinately and wilfully Refuses to pay the same or to Give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays Agreeable to Equity and Good Conscience to the End therefore that the said Namshawey Chitty May upon his Corporal Oath fully, true, direct and perfect Answer Make to all and Singular the Matters and things hereinbefore Set forth and Alledged, as fully, truly and effectually, to all Intents and Purposes as if the same were here Again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred Pagodas With all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit May it Please this Honble Court to Cause the said Namshawey Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Dan[l] Shaw
Attorney for the Compt[s]

25th October 1775
Shewn to me and the Day of Adjournment Let a Summons Issue Returnable Next Court Day
George Baker Mayor

532.

5th July 1773

I Shamcara Namachawy Chitty of Madras Inhabitant Do hereby Acknowledge to have Borrowed and Received of Cojah Joseph Murrat of the same Place Armenian Merchant, the full and just Sum of Five Hundred Pagodas Current Money of Madras, which I do promise to pay on Demand with Interest thereon at the Rate of Nine per Cent p Annum. Dated Thave Voluntarily given this Obligation Drawn by Soubiah

Witnesses
Comrapah
Chellapah

(Signed) Namachawy Chitty

A True Translate as near as can be taken from the Original into the Malabar Language by Comrapah Sworn Court Interpreter

Dan'l Sham
Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 26th Day of October Anno Domini 1773

Present
George Baker Esquire Mayor
Thomas Powney—George Savage
and John Lorring—Aldermen

Between Cojah Moorly Murrat Armenian Merchant and Tamchawy Chitty of Madras Inhabitant aforesaid Defendant

255 256 533.

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand, This Court Considering therefore thinks 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 Pagodas 500 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

Dpl Cur

Filed the 25th Oct 1773

To the Honble the Mayor &c Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Alexander Murray of Calcutta Merchant by his Attorney Andrew Mayrnier of Fort Saint George Merchant that Sanchara Namassaye Chitty of Madras Merchant Stands indebted unto Your Orator in the full and just Sum of three thousand four hundred and Sixty One Pagodas thirteen fanams and fifty Seven Cash Current Money of Madras Reckoning in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of One thousand three hundred Eighty four Pounds ten Shillings and upwards being the Ballance of an Account Current herewith Annexed for the inspection of this Honble Court which Your Orator prays may be allowed as part of this Your Orator's Bill of Complaint AND Whereas Your Orator hath frequently and in an Amicable Manner requested Payment from the said Sanchara Namassaye Chitty of the said Sum of three thousand four hundred and Sixty One Pagodas thirteen fanams and fifty Seven Cash But now so it is and May it please this Honble Court the said Sanchara Namassaye Chitty Obstinately and wilfully

Dr. Sunckara Namasoye in Acct. With Alexander Murray Cr.

1773 May	1st	To Principal Sum paid on Bond Due this Day	9066.10.6	1773 May	15.	By Cash Received in Full	5000.	"	"
Oct.	25.	To Interest on Ditto from the 1st May to this Day at 5 P. Ct. P. Annum	357.15.51	July	30.	By Ditto Ditto	500.	"	"
				Sept.	9.	By Ditto Ditto	500.	"	"
							6000.	"	"
				Oct.	25	By Interest on the above Sum to this day	192.	12.	"
						By Ballance	3661.	13.	57
		Pagodas	9423.25.57			Pagodas	9423.	25.	57

Fort St. George 25th October 1773
Errors Excepted
Jno Andrews Majendie
Attorney for Alexander Murray

25 E

Mayor's Court at Madraspatnam } Tuesday the 26th Day of October Anno Domini 1773

Present

George Baker Esquire Mayor
Thomas Powney — George Savage
and John Lewin — Aldermen

Between Alexander Munro of Calcutta Merchant by his Attorney Andrew Majendie of Fort Saint George Merchant Complainant and Tamadaya Chitty of Madras Merchant Defendant

The Defendant being Cald and Acknowledging the Justice of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of three Thousand four hundred and Sixty One Pagodas thirteen fanams and fifty seven Cashs Pagodas 3461.13.57 together with all such Interest as moneys shall hereafter become Due thereon Until full payment is made to all Costs of this Suit

Exd

Filed 21st Jan 1772

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orator Jaganna Langana of Madras Inhabitant That Tenada Chitty also of

Estate and Effects of Chintamby Chitty Deceased for and in Consideration of the Sum of Thirty Pagodas Current Money of Madras paid to him by Your Orator (which at the rate of Eight Shillings for every Pagoda Doth make in Sterling Money of Great Britain the Sum of Twelve Pounds) did, on the Thirtieth Day of November in the Present Year of Our Lord, One Thousand Seven hundred and Seventy One, Assign and set over unto Your Orator a Mortgage Bond or Obligation, which Londengel Venah Pillah of Cuddalor gave and Granted unto the said Chintamby Chitty for the Sum of One Hundred Companies Rupees, which Mortgage Bond or Obligation is Dated the Fifteenth Day of October, which was in the Year of Our Lord One Thousand Seven Hundred and Fifty Five, and the said Venah Chitty did furthermore Assign and set over unto Your Orator the Money due and owing thereupon, and all his Right and Interest of in and to the same, and the said Venah Chitty for the Consideration aforesaid, did Constitute and Appoint Your Orator his Executors and Administrators, his True and Lawful Attorney and Attornies Irrevocable whereby the said Mortgage Bond or Obligation, & the becomes Bond Debt the Sole Property of Your Orator as will more fully and at Large Appear by a Translate of the said Mortgage Bond or Obligation, and the Assignment thereof hereunto Annexed for the Inspection of this Honble Court, and to which Your Orator most humbly Refers. Praying the same may be Admitted as part of this his Bill of Complaint. Your Orator further Sheweth unto this Honble Court that by Virtue of the said Assignment he hath frequently and in a Friendly Manner Requested the Payment of the Amount of the said Mortgage Bond or Obligation, and the Interest thereupon due and owing But Nonsuits and may it Please this Honble Court the said Londengel Venah Pillah Obstinately and Wilfully Refuses to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises. Your Orator prays a General Relief as this to this Honble Court shall Appear Agreeable to Equity and Good

Conscience

Convenience. To the end therefore, that the said Londagett may upon his Corporal Oath, full, true, direct and Perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully, truly and Effectually, to all intents and Purposes as if the same were here Again Repeated and Particularly Interrogated, and that he may be Decreed to pay unto Your Orator the Amount of the said Mortgage Bond, or Obligation, 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 Londagett Nina to Pillah to be Summoned and Required, by the Sheriff of Fort Saint George, Town of Madrasapatnam and the Districts thereof personally to be and Appear before this Honble Court at such time and Place to be by this Honble Court Prefixed and Appointed, then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

16th January 1752

Shewn to me on the Day
of Ms Summons Sd a Summons
Issue Returnable Next Court Day

Daniel Shaw
Attorney for the Complainant

15. October 1752

I Londagetl Nina to Pillah of Cuddalore, do hereby Acknowledge to have Borrowed and Received of Chinnapatnam Chentamby Chitty of the same Place the Sum of One Hundred Companies Rupees to Bear Interest after the Rate of 12 P Cent P Annum and Payable the said Sum and Interest for Securing the Payment thereof I do hereby Mortgage and Make over unto the said Londagetl Nina to Pillah three Pucka Dutch Houses and Ground Scituate and the Other two on the Ground of the former Owners Three Room Houses Family Compounds this Mortgage Bond, Witness my Hand at Cuddalore

and Cassaby Cuddaly Nellapah Chitty

(Signed) Londah Ninah

A True Translate as near as can be taken from the Original in the Mallabar Language by Commercopah Sworn Court Interpreter

Daniel Shaw
Attorney for the Complainant

To all People to whom these Presents shall come, Greeting Whereas Londergill Ninah Pillah of Cuddalore in and by One Bond or Obligation, bearing Date the Fifteenth Day of October in the Year One Thousand Seven Hundred and Fifty Two became Bound to Chinnapatnam Chentamby Chitty of the same Place in the Sum of One Hundred Companies Rupees and Conditioned for the Payment of the said Sum of One hundred Companies Rupees and Interest at a Day long since past as by the said Bond and Condition thereof May Appear Now Know ye That Ninah Chitty of Madrasapatnam Merchant Administrator to the Estate and Effects of the said Chinnapatnam Chentamby Chitty for and in Consideration of the Sum of Thirty Pagodas Current Money of Madras to him in hand paid by Joaquim Gregorio of Madras Inhabitant the Receipt whereof the said Ninah Chitty Doth hereby Acknowledge, he the said Ninah Chitty, hath Assigned and set over, and by these Presents doth Assign and set over, unto the said Joaquim Gregorio, the said Recited Bond or Obligation, and the Money thereupon due and Owing and all his Right and Interest of in and to the same and the said Ninah Chitty for the Consideration aforesaid, hath made Constituted and Appointed, and by these Presents, doth make Constitute and Appoint, the said Joaquim Gregorio, his Executors and Administrators, his true and Lawful Attorney and Attorneys, Irrevocable, for him and in his Name, and in Room and Name

Names of his Executors and Administrators, but for the only and
Proper use and Benefit of the said Joaquim Gregorio, his Executors
Administrators and Assigns, to Ask, Require, Demand and
Receive of the said Lindegall Nenah Pillah his Heirs Executors
and Administrators, the Money due on the said Bond and on
Payment thereof he the said Joaquim Gregorio, his Heirs,
Executors and Administrators, to sue for, and Recover the same and
on Payment thereof to deliver up and Cancel the said Bond and
Give sufficient Releases and Discharges therefore, and Hereby
Attorney or Attorneys ~~and Hereby~~ to Constitute, and put in his room the
said Joaquim Gregorio, or his Attorney or Attorneys under him,
shall Lawfully do in the Premises, the said Nenah Chitty doth
hereby Allow and Affirm, and the said Nenah Chitty doth
Covenant with the said Joaquim Gregorio, that he the said Nenah
Chitty hath not Received, nor will Receive the said Money due on
the said Bond or any Part thereof, neither shall or will he have
Discharge the same or any Part thereof, but will Own and allow
all Lawful Proceedings for recovering thereof, he the said Joaquim
Gregorio Saving the said Nenah Chitty harmless of and from any
Loss that may happen to him thereby. In Witness whereof
I have hereunto set my hand in Madras this Twentieth day of
November in the Year One Thousand Seven Hundred and Seventy
One

Witnesses

Quinquagesimo Quinto

Septuagesimo Quinto

Mayor's Court

259

Mayor's Court
Madraspatnam

Tuesday the 26th Day of October
Anno Domini 1775

Present

L.S. George Baker Esquire Mayor
Thomas Pomney—George Savage
and John Isaac—Aldermen

Between Joaquim Gregorio
of Madras Inhabitant Complainant
and Nenah Chitty alias of the same
Place Merchant Administrator to
the Estate and Effects of Chintamby
Chitty Deceased Defendant

It appearing by the Records of this Court
that the Space of Two Months (the same Limited by his Majesty's
Charter for Enquiring into the Returning the Warrant of Sequestration
Issued Against the Defendants Effects and that the Defendant
hath not made any Appearance in Court to Answer the Complts
Bill, this Court doth therefore think fit to Order and Decree,
and Do Accordingly Order and Decree, that the Defendant,
shall pay unto the Complainant, the full and just Sum of One
Hundred Rupees, Rupees 100.. Together with all such
Interest as now is or shall hereafter become Due thereon Until the
Payment be made, also all Costs of this Suit

Per Curr

5/12

Filed the 17th June 1773

To the Honble The Mayors Court at Madraspatam

Humbly Complaining Sheweth unto this Honble Court Your Orator George Smith of Madras Watchmaker that Edward Saunders of the same Place Inhabitant stands Justly unto Your Orator in the full and Just sum of Forty three Pagodas Current Money of Madras Making one Hundred Pounds Current Money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of Seventeen Pounds and Fourteen Shillings Arising on the Promissory Note of Hand bearing Date the Fourteenth Day of June which Was in the Year of Our Lord One Thousand Seven Hundred and Sixty Six and made Payable to William Clegg or Order Six Months from the Date thereof and which said Promissory Note was by the said William Clegg the Endorsed Over to Your Orator as will appear by the said Note and Your Orator's Petition and Prayer to this Honble Court herewith Produced and Whereas Your Orator hath frequently and in a friendly Manner requested the Payment of the said sum of Forty three Pagodas But now so it is and May it Please this Honble Court the said Edward Saunders Craftily and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator being a Stranger to Equity and Good Conscience To the End therefore that the said Edward Saunders may upon his Corporal Oath (all and singular) 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 perfectly in all Manner 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 Forty three Pagodas With such Interest as now is or shall hereafter become due thereon and Costs of this Suit

Said Edward Saunders to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

Daniel Shaw
Attorney for the Complainant

Filed the 8th Month Seventeen County Dec 1773

The Answer of Edward Saunders of Madras Inhabitant Defendant to the Bill of Complaint of George Smith of the same Place Watchmaker Complainant

This Defendant Comes and at all times hereafter Saving and Reserving unto himself all and all manner of Benefit and Advantage of Exception to the Many and Other Errors uncertainties Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as he is Advised doth Materially concern him to make Answer unto he this Defendant Answereth and Saith that he Absolutely denies to stand Indebted unto the Complainant Either in the Sum of Forty three Pagodas As is Vainly Set forth in the said Bill of Complaint or in any other Sum of Money whatsoever Either on Account of the Promissory Note Mentioned by the Complainant or on any other Account Because this Defendant Admits he did give William Clegg in the Complainants Bill Named a Promissory Note to the Purport Set forth in the said Bill, But this Defendant hath paid the said William Clegg in Cash and other Articles more than the value Amount of the said Note, As will Appear by the Account hereunto Annexed, which this Defendant prays may be Admitted as part of this his Answer wherefore this Defendant Humbly hopes he will Clearly Appear to this Honble Court

Mat

Not only that the Amount of the said Note is fully paid But also that
the said William Clegg is Indebted to this Defendant Instead of this
Defendant being Indebted to the said William Clegg Consequently that the
the said William Clegg had no good Cause or reason whatever for bringing
Over the said Note to the Complainant and Non Consequently can the said
Indorsement be good Valid or binding on this Defendant Nor Has any
Property who ever in the Complainant with regard to the said Note
its Amount, And more Especially as the said Complainant on
Previous to the Commencement of the said Action against this
Defendant, Acquainted by this Defendant that he this Defendant
Was not Indebted to the said William Clegg the Amount of the said
Note or any Part thereof, But on the Contrary that the said William
Clegg was Indebted to this Defendant the Complainant Contrived
therefore by Ignorance of the said Matter and of the Unjustifiable
he was Acting in Commencing the said Suit At the Complainant
Must therefore himself as this Defendant humbly Conceives
the Consequences of such his Unjustifiable Proceedings, But as
a Hardship Indeed for this Defendant to be Obliged to pay
of the said Note to the Complainant after having as aforesaid
it to the said William Clegg who is Indebted to this Defendant
before mentioned and Agreeable to the Account hereunto
Instead of this Defendant being Indebted unto him
to Demurred to this Honble Court that the Note
Account hereunto Annexed were an Account of
being as other Accounts between the said William Clegg
Said and Consequently that this Defendant
said William Clegg on the Amount of the said Note
for from this Defendant being Indebted unto him
Clegg that this Indebted to this Defendant as before
this Defendant Craves Leave to Refer to the Answer
Answer or Note from the said William Clegg to this
that is to Say

of Jan.y
28th 9br 1770 To Mr Edward Jane Your Most Obed.t Servant
Wm Clegg
The Original whereof is now this Defendants Custody and Ready to be
Produced for the Inspection of this Honble Court when required, In
Consequence of which this Defendant sent the said William Clegg a
Bottle of Snuff as Charged in the Account hereunto Annexed, This
Defendant further Saith that he did also Receive from the said
William Clegg Another Note to the following purport, that is to Say 2d
1st 9br 1770 Mr Jane, Sir, Please to send me a Bottle of Snuff and
Place it to the Acct of Your humble Servant Wm Clegg To Mr Edward
Jane, the Original whereof is now this Defendants Custody and ready to
be Produced for the Inspection of this Honble Court when required which
Bottle of Snuff this Defendant sent the said William Clegg Accordingly
as Charged in the said Account hereunto Annexed This Defendant
further Saith that he did Receive Another Note from the said William
Clegg to the following purport, that is to Say Sir I desire You will
send me Something on Account of what You Owe me for I have nothing
in the House, You will Oblige, Sir Your humble Servt Wm Clegg 13th
Dec.r 1770 To Mr Edward Jane
To which this Defendant being Sensible upon having Inspected the
Accounts between the said William Clegg and this Defendant that is
the Amount of the said Note and the money and other things paid and
which the said William Clegg had Received on Account of the said Note,
that he was not Indebted to the said William Clegg but on the Contrary
that the said William Clegg was Indebted to this Defendant he this
Defendant did send the following Answer, that is to Say Mr William
Clegg, Sir, I have no Money at Present, but You will find there is a
Ballance Due to me when Settled &c Jam Sir Your Obed.t Servant
13th Dec.r 1770 Jane
And this Defendant Lastly Saith he humbly hopes it will be clearly
Appear to this Honble Court by what is herein before Set forth and the
Proofs which he is ready if Necessary to produce in this Cause that the said
Action is Extreamely Unjust, and Illegal, and such as the Complainant
Ought

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ought and to have Commenced Nor can maintain
All which Matters and things this Defendant is ready
and Willing to aver Maintain and prove as this Honble Court shall
Direct and humbly prays to be hence Dismissed with his reasonable
Costs and Charges in this behalf most Wrongfully Sustained
E. Lyme
John Sykes
Attorney for the Defendant

Wm & Edward Lyme — Cts

Wm & Edward Lyme — Cts

| | | |

548.

Brought Over Rupees 66.25.

Rupees 66.25.

Rupees 66.25.

Paid Clerk of Crown

Paid Bailiff Do

Paid Do

Paid Do

Paid

Stands to this Replicant Agreeable to the Custom of Merchants whereby
fore this Replicant with Submission Conceives the Defendant is
Bound to pay the same Agreeable to the Tenor thereof - and this Replicant
Lastly saith that this Defendants Pretending to have a Balance due
to him from the said William Clegg for the Sum of Twenty three
Pagodas and Twenty four Fanams, as set forth in his said Answer
and the Account Current thereunto Annexed, therefore cannot Bar
this Replicants Relief Against the Defendant, who Ought to have
Paid the Amount of the said Promissory Note of hand when the
Same was Presented to him for Payment and to have Commenced
a Seperate Action Against the said William Clegg for what he
he may be Indebted -

All which Matters and Things this Replicant
is Ready to Aver, maintain and Prove, as this Honble Court
shall direct, and humbly Prays, as he and by his said Bill
he hath Already Prayed -

Danl Shaw
Attorney for the Replicant

Filed 16th June 1773

The Amended Rejoinder

of Edward Saunders of Madras Inhabitant
to the Amended Replication of George Smith
of the same Place Watchmaker

This Defendant Now and at all times hereafter
saving and Reserving unto himself all and all manner of benefit
and advantage of Exception to the Many uncertainties Insufficiencies
and Imperfections in the said Replication contained
for Rejoinder thereunto saith that he Persists in his Answer to the said Replicants
Bill of Complaint and all and Singular the Matters and things
therein contained are good True and Sufficient

Replication unto in such Manner and form as the same are therein set
thereby set forth and Alledged and that the said Replication is Vague and
Evasive and Insufficient, And for further Rejoinder to the said
Replication this Defendant saith that he doth still Deny to stand
Indebted unto the Replicant either in the sum of Forty three Pagodas as
is Unjustly set forth in the said Bill of Complaint and the said
Replication or in any other sum of Money whatever either on Account
of the Promissory Note Mentioned by the Complaint and or on any other
Account, And that for the reasons set forth in this Defendant said
Answer, To which he Craves Leave to refer - that Replicant in this said
Replication says that previous to the Endorsement of the said Note he
Paid to William Clegg, to whom the said Note was Given, a full Consid-
eration for the same, which this Defendant Does by no Means Admit,
on the Contrary this Defendant Conceives the Endorsement of the said
Note was a Contrivance Between the Replicant and the said William
Clegg to Endeavour to Recover the Amount thereof from this Defend-
Under Colour of the said Endorsement, in Order, if Possible, to make
it Appear to be a Distinct from the Money and other things paid on
Account thereof as set forth in this Defendants said Answer and
the Account thereunto Annexed, the said William Clegg being Conscious
of the Justness of the said Payments and that Instead of this Defend-
being Indebted unto him the said William Clegg in the Amount of
the said Note that he is Indebted to this Defendant, therefore that he
the said William Clegg prosecuting this Defendant for the Amount of the
said Note would not only be Ineffectual but Rendered most Appear
Glaringly Absurd and Unjust - Notwithstanding which Artifice
of the said William Clegg and the Replicant the Matter of the said
Note and the Money and other things paid on Account and on
Discharge thereof stands in the same light with regard to the
Replicant and this Defendant Prosecution as are the said Matters in
the said Alleged by the said Endorsement, for if the said William Clegg had
No Right to sue for & Recover the Amount of the said Note how could
He the said William Clegg Vest any Property Right Power or Authority
in

to the Contrary that it was Very Material for the Replicant to know Whether the Amount of the said Note was discharged, for if it was he had an undoubted right to its Amount by Virtue of a proper Endorsement But if the Amount thereof was not Due, which is the present Case, what Right Could this or Can he have to Recover the said Amount of the said Note or any part thereof from this Defendant, was this Defendant to pay the Amount of the said Note to the Replicant he would have Paid it Doubly, having already paid it to the said William Clegg to Whom the said Note was Given the Glaring Injustice of such a Measure will, this Defendant Doubts not, clearly Appear to this Honble Court the Replicant doth further in his said Replication Allledge that this Defendant Ought to have paid the Amount of the said Note when the same was presented to him for payment, and to have Commenced a Separate Action Against the said William Clegg for whatever he may be Indebted, but Rejoinder thereto this Defendant saith that having Already paid the Amount of the said Note to the said William Clegg he had no right whatever to pay the same over Again to the Replicant or Order to Recover it from the said William Clegg the Replicants Method of Arguing is Inconsistent and it was this Defendant to Act Agreeable thereto it would be as Unjustifiable as the Replicants said Action Against this Defendant, for this Defendant having paid the Amount of the said Note Once he has no right to pay it a Second time, and was he so to do he Conceives he Could have No Right Whatever to Recover it from the said William Clegg therefore must clearly in that Case be a loser of the Amount of the said Note. And this Defendant Lastly saith that with regard to any other Matter or things set forth or Alledged in the said Replication to which this Defendant hath not Particularly Rejoined this saith is Ready Ready Ready Evasive and Insufficient for him this Defendant to make any further or other Rejoinder thereunto to

All Which Matters and things this Defendant is Ready and Willing to Aver maintain and prove as this Honble Court shall

554.

Shall Direct and must therefully prosecute and pay for the same and by his and
Answer he shall be already charged

John Sykes
Attorney for the Defendant

Interrogatories to be Administered
to such Witnesses as shall be produced sworn
and Examined on the part and behalf of
the Defendant in a certain Cause now
Depending and at Issue in the Court of
the Mayors Court at Madrasapatnam
Wherein George Lowther of Madras Watchmaker
is Complainant and Edward Lowe of the
same Place Inhabitant is Defendant

Interrogatories to be Administered
to such Witnesses as shall be produced sworn
and Examined on the part and behalf of
the Defendant in a certain Cause now
Depending and at Issue in the Mayors Court at Madrasapatnam
Wherein George Lowther of Madras Watchmaker
is Complainant and Edward Lowe of the
same Place Inhabitant is Defendant

1st To Wm Clegg 1. Do You know the Parties Complainant and Defendant
in this Cause or either of them, If Yea, How long have You known
them or either and which of them Declare

2. Did or did not Edward Lowe the Defendant in this Cause Give
You a Promissory Note of Hand for any sum of Money in the Month
of June which was in the Year of Our Lord One Thousand Seven Hundred
and Sixty Six, If Yea, Do or can you the Note or Paper writing now
Produced and Shewn to You at this the time of Your Examination
Marked A. the same that he the said Defendant or Your Self
Did or did not the said Defendant at any time or times pay You
any Money or Deliver You any thing or things in part or towards
the Amount of the said Note or on Account of what he was
Indebted to You on that Account If Yea, Does or Do not that
or Paper Writing now produced and Shewn to You at this the time
of Your Examination Marked B. Contain a true Account of the
Cash and other things so paid and Delivered to You or which You
Have or can Answer or Account for to the said Defendant
or is or is not the said Account Wrong If it is, in what respect or

2d

What Particular Article or Articles is the same or wrong, and what
Money or other Article or Articles did You Receive from the said Defend
fully particularize and set forth Have or was not the said Defendant
Indebted to You in any sum of money and how any and what Account
or Particulars, besides the Amount of the said Note, from the time of the
Date of the said Note to the present time so was there or was there not
During all or any part of the said time any other Accounts depending
between You and the said Defendant besides the said Note and the money
and Articles You Received from the said Defendant The whole of these
Matters fully and Particularly Declare

2d To Courymah 3. Did You or did You not at any time or times by Order of Edward
Lowe the Defendant in this Cause or otherwise and how, pay, send or
Deliver any sum or Sums of money Cloaths or any thing else to William
Clegg of Madras Watchmaker or did You or Did You not pay and or
Deliver any Money Cloaths or any thing else to any other person or
Persons to be Delivered to the said William Clegg If Yea what sum or
Sums of Money Cloaths or other thing or things did You so pay, send or
Deliver to the said William Clegg or to any other person or persons
and whereto to be Carried or Delivered to the said William Clegg and
When or how long Ago Do You or Do You not know or have You
or have You not been Informed and who and by whom, or what
Account the Money Cloaths or other thing or things which You so
paid sent or Delivered to the said William Clegg was on and state If You
set forth the same fully and Particularly and the whole of these
Matters Declare

3d To A 4. Did You or did You not Owe to Edward Lowe the Defendant in
this Cause or Courymah Your Broker, or any other Person and whom pay
or Deliver any Money Cloaths or other thing to William Clegg of Madras
Watchmaker or to any other person or persons on his Account If Yea,
what sum or Sums of Money Cloaths or other things have You so Compa
or Delivered, and to whom and or how long Ago and, to whom and on
what Account was the same so paid or Delivered as You know have
heard or do believe The whole of these Matters fully and Particularly Declare

4th To Cullaway 5. Did You or did You not owe Pay or Deliver or see any Money paid

Or Snuff or any other thing or things Delivered to William Clegg of Madras Watchmaker either by Edward Lane the Defendant in this Cause or any other person by his order or on his Account If Yea, what Summ or Sums of Money Snuff or other thing or thing have You so paid or Delivered or caused paid or Delivered and whether how long ago and on What Account as You know have heard or do believe the whole of these Matters fully and Particularly Declare

Call the Witnesses 6th Do You know of any other Matter or Thing or have You heard or Can You set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or advantage of the Defendant If Yea, Declare the same as You know have heard or do believe together with the reasons of such Your belief as fully as if You had been thereunto Particularly Interrogated

John Sykes
Attorney for the Defendant

A

I Promise to pay to William Clegg or Order the Sum of Forty three Pagodas Current Money of Madras in Six Months from the Date hereof at the Rate of Eight per Cent per Annum for Value Received as Witness my hand this 30th Day of June 1772

Jno Hunt

Please to pay the Amount of the other Side to Mr Clegg or Smith or Order for Value Received by me

This 1st Dec.r 1772

Wm Clegg

This Note of Hand or Paper Writing was shewn by Mr Clegg at the time of this Examination before me

[illegible]
New Depository and at Fort St George this Day

Madraspatnam wherein George Lauth of Madraspatnam Watchmaker is Complainant and Edward Lane of the same Place Inhabitant is Defendant this 11th Day of August Anno Domini 1773

Hall Plumer
Examined

Dr. Mr. William Clegg in Account Current with

1766			£	s.	d.
September	14	To 6 Setons Table Spoons each Spoon Weighing Penn. Wt. Exchange at 5s. 8d. p. Pagoda is	12	.	.
		To Bill Bengall Cannon	3	.	.
1768		To 1 Bottle Sweet Oyl		21	.
November	2	To 6 Bottles Snuff at 12 Pagodas p. Bottle	3	.	.
		To Cash paid You	3	.	.
December	4	To Do. Do. Do.	3	.	.
	23	To Do. Do. Do.	5	.	.
1769					
January	3	To Do. Do. Do.	3	.	.
	12	To 1 Bottle Snuff		22	.
	24	To Cash paid You	5	.	.
February	3	To Do. Do. Do.	3	.	.
	12	To 1 Bottle Snuff		22	.
March	16	To Cash	2	.	.
April	6	To 3 Bottles Snuff		66	.
	13	To Cash paid You	1	.	.
	22	To 3 Bottles Snuff		66	.
May	22	To 1 Bottle Snuff		22	.
1770					
February	9	To 1 Bottle Snuff		22	.
	22	To Do. Do.		22	.
March	16	To Cash		22	.
	22	To 1 Bottle Snuff		22	.
April	21	To Do. Do.		22	.
May	12	To Do. Do.		22	.
June	3	To Do. Do.		22	.
	21	To Do. Do.		22	.
July	30	To 2 Bottles Do.	1	22	.
August	25	To Do. Do.		22	.
September	12	To 2 Do. Do.	1	22	.
	20	To Do. Do.		22	.
October	17	To Do. Do.		22	.
November	1	To Do. Do.		22	.
December	6	To Do. Do.		22	.
Ditto		To Cash paid You		33	.
	24	To Do. Do. Do.	3		

Pagodas 66. 25.

Cr. Mr. Edward Jane

1766			£	s.	d.
June	30	By the Amount of my Promissory Note of hand of this Date to You	43	.	.
		By Ballance Due to Edward Jane	23	25	.

Pagodas 66. 25.

George 24th December 1770

E. E.

This Account or Paper Writing now shewn to Mr
Wm Cozz at the time of this Examination before me in a Cause Come
now Depending and Lat Issue in the Hon^ble the Mayors Court at Madras
Patnam wherein George Smith of Madras Watchmaker Complainant
and Edward Lane of the same place Inhabitant is Defendant this 4th
Day of August Anno Domini 1773

Hall Rumer
Examind

Mayors Court
Madraspatnam

Between George Smith of Madras
Watchmaker Complainant and Edward
Lane of the same place Inhabitant Defendant

On the Part of the Defendant

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

Mr William Cozz of Madras Watchmaker Aged 47 Years
being Produced as a Witness in this Cause on the Part of the Defendant
was on the 4th Day of August 1773 Sworn to Mr Daniel Sheroake
is Attorney for the Complainant by Candapa his Servant who also
left Him a Note of the Name Title and Place of abode of the said Deponent
and afterwards on the same Day being Sworn and Examin'd Deposeth
as followeth

To the first Interrogatory this Deponent saith that he doth Know George Smith
the Complainant in this Cause and that he hath or Knows him these Seven
Years and that he doth also Know Edward Lane the Defendant in the
Cause and that he hath or Knows him these Ten Years — And more saith he
to this Interrogatory

To the Second Interrogatory this Deponent saith that Edward Lane the
Defendant in this Cause did Give this Deponent a Promissory Note of Hand for

for a Sum of Money in the Month of June which was in the Year of Our
Lord One Thousand Seven hundred and Sixty Six and that the Note or Paper
Writing now Produced and Shewn to this Deponent at this the time of
his Examination Marked A. is the same that he the said Defendant
Gave to this Deponent that the said Defendant had at Different Times
Since the giving of the above Note paid this Deponent some small Sums
Money and Delivered up to him some Effects but not on Account of the Sum
of the said Note or on Account of what he was indebted to this Deponent
on that Account that this Deponent cannot Recollect the Sums or the
Amount of the Sums of Money and Effects he has as been paid by and
Received from the said Defendant but that the Money he has been paid
and the Effects he has received have been on Account of money Lent to the
Said Defendant Since the giving of the said Note by the said Defendant
that this Deponent According to the best of his Recollection thinks that
Amount of the Money and Effects he has as aforesaid from the said Defend
has been more than what he has Lent the said Defendant since the giv
of the said Note but that whatever it was or might be more it has never
been Considered as new part of the said Note or on that Account that the
Account or Paper Writing now Produced and shewn to this Deponent at
this the time of this Examination Marked B. does and contains a true
Account of the Cash and other things paid and delivered to this Deponen
Deponent as aforementioned but that the said Account is wrong that
on the Debtor Side of the said Account it is wrong in the first Article of Fo
Seven Spoons which are charged Pagodas Twelve whereas this Depon
was Only able to dispose of them for Seven Pagodas and at the time of
their Delivery no Agreement about the Price was Stipulated that the
Three Sword Canes of Cash paid of Five Pagodas each have are all
Wrong as this Deponent never received Such Sums of the said Defe
Dant that the Article of Bottles of Snuff Amounting to Twenty Fo
Bottles are wrong as this Deponent did never Receive from the said
Defendant above half the above Number of Bottles of Snuff that the
Credit Side of the said Account is totally wrong as this Deponent is not

Credited

Credited for any Money advanced by Him to the Defendant since the
Giving of the Promissory Note — And as the Amount of the said
Promissory Note ought not to be brought into the said Account of
Cash and Effects this Deponent says that the Cash and Effects received from the said Defendant by
this Deponent after the Giving of the said Note was not on Account
of the said Note but on Account of Money lent Him by this Deponent
Since the giving of the said Note as above deposed — that there was not
During all or any Part of the time from the Date of the said Note
to this Present time any other Accounts Depending between this
Deponent and the said Defendant besides the said Note and the Money
and Effects this Deponent received from the said Defendant that
this Deponent having lost the Papers Concerning his Accounts
with the Defendant as well as other Persons by the Accident of Fire by
his House falling in — is not able to depose with Accuracy but that to the
best of his Knowledge Remembrance and Belief the Amount of
Cash and Effects delivered by the said Defendant to this Deponent
Since the giving of the Note aforesaid as about Seventeen Pagodas
than the Amount of Cash and Effects sworn by this Deponent since that
time — But which shall not be considered as part of the Account
of the said Note but as a Separate Account — as above Deponed and
Mentioned and to this or the last Interrogatory —

Hall Rumes

Examined

Wm Clegg

Mayors Court at
Madraspatnam

Between George Smith
Madras Watchmaker Complainant
and Edward Paine of the same Place
Inhabitant Defendant

before the Examiner in this Court as followeth —

Chowyman of Madras Servant Aged 30 Years or thereabouts
being Produced as a Witness in this Cause on the Part of the Defendant
was on the 12th Day of August 1773 shewn in Court Proved to Mr Dawes
Shaw who is Attorney for the Complainant by Condapah my Servant
who also left Him a Note of the Name Title and Place of abode of the
said Deponent and afterwards on the same Day being Sworn and
Examined Deposeth as followeth —

To the first Interrogatory this Deponent saith that she does not
Know the Complainant George Smith in this Cause but that she does
know the Defendant Edward Paine in this Cause and that she
hath or Known him fourteen Years or thereabouts — And to no other
Not to this Interrogatory —

To the third Interrogatory this Deponent saith that she did at Several
Different times by Order of Edward Paine the Defendant in this Cause
by Servants belonging to Mr William Clegg Canvas to the Amount of three
Pagodas, Sums of Money, and Bottles of Snuff sent for by the said William
Clegg and to be delivered to the said William Clegg Watchmaker of Mad
that she does not Know to what Amount the Money she so sent might be
or how many Bottles of Snuff that at One time about four Year ago this
Deponent did give Four Pagodas by Order of Edward Paine the said Defendant
to Mr William Clegg at the House of the said Edward Paine that at Other
times whatever Money or Snuff or Canvas she gave an Account of to the
William Clegg she gave to Different Persons and whom she knows to be
in the Service of the said William Clegg at the House and to whom the
said Money Snuff or Canvas was given by Order of the Defendant and
this Cause to be Carried and Delivered to the said William Clegg that this
Deponent cannot recollect the Particular times at which she gave the
said Money, Snuff or Canvas but that she knows that it was at Sundry
times from about Four Years ago to within this Twelve Months, that
this Deponent was informed about four Years ago by the said Defendant
that he had given a Note of hand to Mr William Clegg for Sixty Pagodas
and that the Money Snuff and Canvas which he sent as aforesaid
was

Whereon Account of the said Note of Hand, besides Two Silver Spoons which were pawned to the said William Clegg as Alledged & Insisted by the said Defendant And more saith not to this Interrogatory

6th To the last Interrogatory this Deponent saith that about a Year ago or a little more the said Defendant Edward Lane told this Deponent that the Money and Things as sent by Mr. William Clegg as aforesaid was to all Intents & Purposes in Discharge of the aforesaid Note of Hand And more Saith not to this Interrogatory

Hall Plumer
Examined

The Mark of
Chauvy Canah

Mayor's Court at
Madraspatnam

Between George Smith of Madras Watchmaker Complainant and Edward Lane of the same Place Inhabitant Defendant

On the Part of the Defendant

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

Mary of Madras Servant Aged 20 Years or thereabouts Produced as a Witness in this Cause on the Part of the Defendant on the 12 Day of August 1773 & Sworn in Person to Mr Daniel Shaw whose Attorney for the Complainant by Candapah his Servant who also left him a Note Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth viz.

To the first Interrogatory this Deponent Saith that she knows the Complainant George Smith in this Cause but that she does not know the Defendant Edward Lane in this Cause and that she hath not been Eight Years or thereabouts And more saith not to this Interrogatory

To the fourth Interrogatory this Deponent

of Edward Lane the Defendant in this Cause she has Several Times seen her Sister Chauvy Canah deliver some Money and Bottles of Snuff Servants belonging to William Clegg of Madras Watchmaker, and has Asked why the same was Given she was told by her Sister aforesaid and by the said Defendant that the said Sum of Money and the said Snuff were sent for by the said William Clegg and were delivered to be carried to Him that this Deponent cannot tell how much Money or how Many Bottles of Snuff she ever saw sent as aforesaid neither does she Know how long ago it was but imagines it might be three, four, or Five Years ago, that she heard the said Parties that received the said Money and Snuff from Chauvy Canah aforesaid say that they were from belonging to the said William Clegg and came by his Order And more Saith not to this or the last Interrogatory

Hall Plumer
Examined

The Mark of
Maria

Mayor's Court at
Madraspatnam

Between George Smith of Madras Watchmaker Complainant and Edward Lane of the same Place Inhabitant Defendant

On the Part of the Defendant

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

Chillaway of Madras Cook's mate Aged Fifty Years being Produced as a Witness in this Cause on the Part of the Defendant was on the 12 Day of August 1773 Sworn in Person to Mr Daniel Shaw whose Attorney for the Complainant by Candapah his Servant who also left him a Note of the name Title and place of abode of the said Deponent and afterwards on the same Day being

being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith that he doth not Know the Complainant George Smith in this Cause — but that he doth Know the Defendant Edward Jane in this Cause and that he hath to his knowledge lived Six Years — And more saith not to this Interrogatory

5th To the fifth Interrogatory this Deponent saith that about Two Years Ago Edward Jane the Defendant in this Cause gave this Deponent three Pagodas in a Piece of Paper on the Orders he Carryed to Mr William Clegg Madras Watchmaker — that this Deponent did Accordingly carry the said three Pagodas to the said Mr William Clegg's House where not finding him at Home this Deponent gave the said three Pagodas to his Wife on his Account, According to the Order of the said Defendant to this Deponent that at the time of carrying the said Money this Deponent did not Know on what Account it was carried the said Money but about Two Days ago this Deponent heard the said Jane the Defendant in this Cause mentioning in Company that the said three Pagodas were on Account of a Note that he the said Defendant had given the said Mr William Clegg — That this Deponent doth not know of any other Money Jane the Defendant hath paid or delivered to William Clegg aforesaid or any Person on his Account by Edward Jane the Defendant or any Person on his Account And more saith not to this Interrogatory

Hall Plumer

Examined

Pr Mr Jane

Sir

Have sent a Pound of Snuff and would be
W.M Send me a Bottle of Snuff and Place it to the Accounts
28th 4br 1770

Sir Your most Obt Servant
Wm Hall

Recd the same Day Answered Ditto

Sir

I desire You will send me Something on Account of what
You Owe me for I have Nothing in the House You will Oblige

13th Decr 1771 Sir Your humble Servant

Mr Edward Jane Wm Clegg

Mr William Clegg

Sir I have no Money at present but You will find
there is a Ballance due to me where it will be, I am Sorry I was Out of
Order, and if it was in my power to help You I would, I am,

4th Decr 1771 Sir Your Very Obdt Servant

E Jane

Mayor's Court at Madraspatnam } Tuesday the 26th Day of October Anno Domini 1773

Present

George Baker Esquire Mayor
Thomas Pomney — George Savage
and John Turing — Aldermen

Between George Smith of Madras Watchmaker Complainant and Edward Jane of the same Place Inhabitant Defendant

This Cause coming on to be Heard and Debated this Day in the Presence of their Attornies on both sides on reading the Complainants

Complainants Bill, The Defendants Answer with an Account thereto, The Replication the Rejoinder The Interrogatories and Depositions on the Part of the Defendant with a Note of Hand of Edward Pamoke Williams Cegg Marched A and an Account Current Marched B thereto Your Exhibits on the part of the Defendant, On Hearing the Pleadings made thereof by the Attorneys and due Consideration had thereon This Court Doth think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Forty three Pagodas Pagodas 43 — together with all such Interest as accrues or shall hereafter become Due thereon until full Payment is made and all Costs of this Suit

By Court

Filed this 6th Oct. 1773

To the Honble the Mayor & Court at Madrespatnam

Humble Complainant

Shews humbly to this Honble Court Your Orator Mootanna Chetty of Madras Merchant by his Attorney John Maddox of the same place Inhabitant that Cundapah Chitty and Calwah Chitty also of the said place Merchant Stand indebted unto Your Orator in the full and just Sum of Two hundred and fifty four Pagodas and Seventeen fanams Current Money of Madras Making no Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Fifty One Pounds and fifteen Shillings or there about as well on Ballance and at large Appear by an Account Current and Assignment or Transfer thereof with a Power of Attorney hereunto Annexed Reference being had to all which when Your Orator prays may be Admitted as Part of this Your Orator's Bill of Complaint and

Your Orator further Sheweth unto this Honble Court that he hath frequently and in an amicable Manner requested Payment from the said Cundapah Chitty and Calwah Chitty of the said Sum of One Hundred and fifty four Pagodas and Seventeen fanams But now so it is and May it please this Honble Court the said Cundapah Chitty and Calwah Chitty 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 Cundapah Chitty and Calwah Chitty may upon their Corporal Oaths full true Direct and Perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were there again repeated and Particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and fifty four Pagodas and Seventeen fanams with all such Interest as now or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Cundapah Chitty and Calwah Chitty to be Summoned and Appear 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 for that End 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 shall seem Meet

Chas. Bowden
Attorney for the Complainant

16th Oct. 1773
This Bill was shewn to me between the Days of Adjournment and I do answer it for
George Baker
Mayor

Dr. Cundapoor Chilly and Calwark Chilly on

1761				
July	10	To Cash lent them on their Mortgage Obligation of this Date Payable on Demand		86.34.
		To Ditto Do.	Do.	40. -
		To Interest on the above Sums from the 10th July 1761 to the 15th October 1773 @ 8 P Cent P Annum		
		Pags. 86.34 — is 12. 3. 5.	84. -	
		40. — is 12. 3. 5.	39. 9.	123.9

Pagodas 250.1.

Account Current with Mootumma Chitty &c.

1761					
September	4	By Cash Received of Mootumma pard	2.	-	-
October	15	By Do. Do.	2.	-	-
December	25	By Do. Do.	2.	-	-
1762					
February	16	By Do. Do.	3.	-	-
March	15	By Do. Do.	2.	21.	-
April	16	By Do. Do.	2.	-	-
June	29	By Do. Do.	2.	-	-
August	14	By Do. Do.	1.	-	-
December	1	By Do. Do.	4.	-	-
1763					
June	13	By Do. Do.	2.	-	-
1764					
January	2	By Do. Do.	1.	-	-
1765					
April	12	By Do. Do.	1.	-	-
September	6	By Do. Do.	3.	-	-
	12	By Do. Do.	2.	-	-
October	20	By Do. Do.	2.	-	-
December	1	By Do. Do.	1.	-	-
1766					
January	4	By Do. Do.	-	21.	-
February	20	By Do. Do.	2.	-	-
April	30	By Do. Do.	1.	-	-
July	3	By Do. Do.	2.	-	-
September	11	By Do. Do.	1.	-	-
1767					
January	9	By Do. Do.	3.	3.	20.
February	23	By Do. Do.	2.	-	-
April	14	By Do. Do.	2.	-	-
September	20	By Do. Do.	2.	-	-
1768					
February	5	By Do. Do.	2.	-	-
April	21	By Do. Do.	1.	-	-
June	11	By Do. Do.	2.	-	-
August	6	By Do. Do.	2.	-	-
		By Interest on the above Sums from their respective dates to the 15th Oct. 1773. @ 8 P Cent P annum	37.	20.	60
1773					
Oct.	15	By Ballance Due this Day	154.	11.	-
		Pagodas	250.	1.	-

Madras 15th October 1773
Errors Excepted

To all People to whom these Presents shall come Greeting
Whereas Mostumar Chilly of Madras Merchant did on the Tenth
Day of July which was in the Year of Our Lord One Thousand Seven hundred
and Sixty One Advance or Lend unto Coondapah Chilly and Edvah
Chilly of the same Place Merchants the Sum and Sum of Ten
hundred and twenty six Pagodas and thirty four Fanams Current
Money of Madras And Whereas there now remains due to the said
Mostumar Chilly the Sum of One hundred and fifty four Pagodas
and Seventeen Fanams as will more fully Appear by an Account
Current hereunto Annexed Now Know Ye that the said Mostumar
Chilly for a Valuable Consideration to him in hand paid by John
Maddox of the same Place Merchant at or before the Sealing and
Delivery of these Presents the Receipt whereof he the said Mostumar Chilly
Doth hereby Acknowledge, he the said Mostumar Chilly Hath
Assigned and Set over and by these Presents Doth Assign and
Set Over unto the said John Maddox the said Account Current and
the said Sum of One hundred and fifty four Pagodas and Seventeen
Fanams thereupon due and Owing and the Interest which may
become due thereon and all his Right and Interest of and to
the same and every Part thereof and the said Mostumar Chilly for
the Consideration aforesaid Hath made Constituted and Appointed
and by these Presents Doth Make Constitute and Appoint the
said John Maddox his Executors and Administrators his true
and Lawfull Attorney and Attorneys Irrevocable for him and in
his Name and in the Name and Names of his Executors and
Administrators but for the sole and proper Use and Benefit of the
said John Maddox his Executors Administrators and Assigns
to Ask require Demand and Receive of the said Coondapah Chilly and
Edvah Chilly their Heirs Executors and Administrators all Sum
Sum and Sums of Money and other Debts Duties and Accounts
Engagements whatsoever due and owing to the said Account Current and
from the said John Maddox his Executors

Administrators to Sue for and Recover the same and on Payment
thereof to Give Sufficient Releases and Discharges thereof and One
or more Attorney or Attorneys under him to Constitute and
Whatsoever the said John Maddox or his Attorney or Attorneys
under him shall Lawfully do in the Premises the said Mostumar
Chilly Doth hereby Allow and Affirm and the said Mostumar
Chilly Doth Covenant with the said John Maddox that he the
said Mostumar Chilly hath not Received nor will receive the said
Money Due or to become Due or Owing the said Account Current or any
Part thereof neither shall or will Release or Discharge the same or
any part thereof but will Own and Allow all Lawfull Proceedings
for recovery thereof he the said John Maddox Saving the said
Mostumar Chilly harmless of and from any Costs that may
happen to him thereby In Witness whereof the said Mostumar
Chilly hath hereunto set his Hand and Seal in Madras
this Fifteenth Day of October in the Year of Our Lord One Thousand
Seven hundred and Seventy three

Signed Sealed & Delivered
in the Presence of
Thomas Hall
Jno Woodroffe

275

Mayor's Court at Madras Fulham

Tuesday the 2d Day of November Anno Domini 1773

Present

George Baker Esquire Mayor
John Holland — John Renton and
John Turing — Aldermen

Between Mostumar Chilly

L.S

Mayor's Court

574.

of Madras Merchant by his Attorney Isaby Maddox the same place Inhabitant Compl[ainant] and Cumrapah Chitty and Calastri Chitty alias of the said place Merchants Defendants

The Defendant Calastri Chitty being Examined Acknowledging the Truth of the Complainants Demand This Court doth therefore think fit to Order and Decree and the Accordingly Order and Decree that the Defendant Calastri Chitty do pay unto the Complainant the full and just Sum of One hundred and fifty four Pagodas and Twenty four fanams of Pagodas Coin together with all such Interest as shall hereafter accrue Due thereon until full Payment is made also all Costs of this Suit

Decree

To the Honble the Mayor Court at Madrasapatnam

Humble Complainant Shewn Unto this Honble Court Your Orator Thaka Damalapa of Madras Merchant by his Attorney Charles Desaint Leudo of the same Place Inhabitant That Mahomed Hussen alias Mussa Arzand Merchant Therein Indebted unto Your Orator in the full and just Sum of Four Hundred and Sixty Nine Pagodas and Twenty four fanams Current Money of Madras Making in Sterling Money of Great Britain Value of £181 16s Three pence farthing and Eighty Seven Pounds Two Shillings and three pence Which Sum he the said Mahomed Hussen Refuses to pay Your Orator although often requested so to do but Obstinately and wilfully refuses so to do Your Orator therefore prays a Writ of Subpoena to be Issued out of this Honble Court to Compel the said Mahomed Hussen to Appear before this Honble Court at a Certain time and to Answer the Premises and to Abide by such Order and Decree therein as to this Honble Court shall seem Meet

Daniel Shaw
Attorney for the Complainant

31st July 1713

Shewn before us the Days of
Appearance Set a Summons Issue
Returnable Next Court Day

George Baker
Mayor

27

574

Respondent that Bond or Writing Obligatory Made Bona Fide by Your Orator unto his said Attorney hereunto Annexed for the Inspection of this Honble Court and to which Your Orator most humbly Refers Praying the same may be Admitted as Part of this his Bill of Complt And Whereas Your Orator hath frequently and in a friendly Manner Requested the Payment of the said Sum of Four Hundred and Sixty Nine Pagodas and Twenty four fanams

But now so it is and may it please this Honble Court the said Mahomed Hussen Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator prays a Genl Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Mahomed Hussen May upon his Corporal Oath full true Direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully Truly and Effectually to all Intents and purposes as if the same were here Again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four Hundred and Sixty Nine Pagodas and Thirty four fanams With all Costs Instanced as now or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Mahomed Hussen to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Daniel Shaw
Attorney for the Complainant

Dr. Mahomed Hussen in Account Current with Shake Dowla Lohy Cr.

1772 Sept.	10	To the Amount of Your Respondentia Bond or Working Obligatory in the Malabar Language of This Date on the Ship Stree Viner's Sum for		490	"	"	1772 Dec.	15	By Cash lent to my Agent at Rangoon on my Account 500 Teals Exchange at the rate of 26 Pagodas P 100 Teals is Pagodas	130	"	"
		To Premium on Ditto @ 20 P Cent		98	"	"			By Interest on Ditto from the 15 day of December 1772 to the 9 day of July 1773 is 6 Months and 24 days @ 8 P Cent P Annum	5	32	"
				588	"	"				135	32	"
		To Interest on 588 Pagodas from the 24 day of February 1773 being 24 days after the safe Arrival of the said Vessel from Pegue to Madras, to the 9th day of July following is 4 Months and 15 days @ 8 P Cent P Annum		17	"	24			By Balance due to Me	469	32	"
			Pagodas	605						Pagodas	605	24	"
		To Balance Due as P Contra		469	32	"							

Madras the 9th Day of July 1773

Errors Excepted

To all People to whom these Presents shall come Greeting

Whereas Mahomed Hussein the Son of Pondicherry Rammon did in and by One Respondentia Bond or Writing Obligatory in the Mallabin Language bearing Date the Tenth Day of September in the Year One thousand Seven Hundred and Seventy three become Bound to Shake Dowaljhey of Madras Merchant in the Sum of Four Hundred and Ninety Star Pagodas Current Money of Madras which Sum was to Vessel Respondentia on the Ship or Vessel called the Sloop Phoenix from Madras to Pegue and from thence Back to Madras aforesaid Payable at the Expiration of Twenty One Days after the Arrival of the Ship Phoenix the Port of Madras aforesaid together with the Premium that should become due thereon as by the Translation of the said Respondentia Bond thereunto Relation being fully and at large Appears And Whereas there was Due unto the said Shake Dowaljhey the Sum of Four Hundred and Ninety Pagodas and Thirty four Fanams being the Balance Due on the said Respondentia Bond Now Know ye that the said Shake Dowaljhey for and in Consideration of the Sum of Four Hundred Pagodas Current Money of Madras to him in hand paid by Charles De A Tayde of Madras before the Ensealing and Delivery hereof the Receipt Whereof the said Shake Dowaljhey doth hereby Acknowledge and therefrom and from every Part thereof doth Clearly Acquit Release and Discharge the said Charles De A Tayde his Heirs Executors and Administrators by these Presents He the said Shake Dowaljhey hath Assigned and Over and by these Presents Doth Assign and Over unto the said Charles De A Tayde the aforesaid Bond or Obligation and the Money thereupon due and Owing and all his Right and Interest of in and to the same and the said Shake Dowaljhey for the Consideration aforesaid Hath made Constituted and Appointed and by these Presents do make Constitute and Appoint the said Charles De A Tayde his Executors and Administrators his true and Lawfull Attorney and Attorneys Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the Sole and Proper use and Benefit of the said Charles De A Tayde his Executors Administrators and Assigns to Ask Require Demand and Recover of and from the said Mahomed Hussein and his Heirs Executors and Administrators the Money due and Owing on the said Respondentia Bond and on Receipt thereof to Give and

Said Charles De A Tayde his Heirs Executors and Administrators to sue for and Recover the same, and on Payment thereof to Deliver up and Cancel the said Respondentia Bond and give Sufficient Releases and Discharges therefore and one or more Attorney or Attorneys under him to Constitute and whatsoever the said Charles De A Tayde or his Attorney or Attorneys shall Lawfully do in the Premises the said Shake Dowaljhey doth hereby Allow and Affirm and the said Shake Dowaljhey doth Covenant with the said Charles De A Tayde that he the said Shake Dowaljhey hath not Received nor will Receive the said Money Due on the said Respondentia Bond or any part thereof neither shall Will Release or Discharge the same or any part thereof but will Renew and allow of all Lawfull Proceedings for Recovery thereof he the said Charles De A Tayde Saving the said Shake Dowaljhey harmless for from any Costs that may happen to him thereby In Witness whereof the said Shake Dowaljhey hath hereunto Set his Hand and Seal in Madras this Ninth Day of July in the Year of Our Lord One thousand Seven Hundred and Seventy Three

Signed Sealed and Delivered
in the Presence of the
Words Twenty four Fanams
Interlined before Signing
Sealing and Delivering
hereof

278

Mayors Court at Madrasapatnam

Tuesday the 2d Day of November Anno Dominii 1773

Present

L.S. George Baker Esquire Mayor
John Holland — John Renton and
John Turing — Aldermen

Between Shake Dowaljhey of Madras Merchant by his Attorney Charles De A Tayde of the one Part

Place Parkabellant Complainant and
Mahomed Rasoowalow Madras
aforesaid Merchant Defendant

Appearing by the Records of this Court that
the Defendant hath been served with the usual Rules to Answer the
Complainants Bill, but wilfully and Obstinately refusing to obey
Court Doth therefore think fit to Order and Decree and Doth Hereby
by Order and Decree that the Defendant shall pay unto the Complain
and this full and just Sum of Four Hundred and Sixty Nine Pago
and Thirty four Fanams Pagodas 469. 34 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

By Curia

Filed 26th Oct 1773

To the Hon^ble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Hon^ble Court Your Orator Johannes Paratow of Madras Armenian
Merchant That Shamooga Nammahavoy Chitty alias of Madras afore
Stands Indebted unto Your Orator in the full and just Sum of Fo
Hundred and Forty Pagodas Current Money of Madras Making in
Sterling Money of Great Britain Upwards of Eight Hund
forty Pagodas the Same Four Hundred and Fifty Four Pago
on his Bond or Writing Obligatory in the Custody Your Orator
Dat. the First day of August in the Year of our Lord One Thousand Seven
Hundred and Seventy Three and Payable on Demand Which
which Bond or Writing Obligatory is in Your Orators Custody
Ready to be produced to this Hon^ble Court when Required and
Your Orator hath frequently and in a friendly Manner Requested
Payment of the said Sum of Four Hundred and Forty Pagodas

But now

Hon^ble Court the said Shamooga Nammahavoy Chitty Obstinately and wilfully
refuses to pay the same or to Give Your Orator any Manner of Satisfaction
touching the Premises Your Orator prays a general Rule of such as to this
Hon^ble Court shall Appear Agreeable to Equity and good Conscience
To the End therefore That the said Shamooga Nammahavoy Chitty
May upon his Corporal Oath full true Direct and Perfect Answer make
to all and Singular the Matters and Things herein before set forth and
alledged as fully, truly and Effectually to all Intents and Purposes
as if the same were here Again repeated and Particularly Interrogated
and that he may be Decreed to pay unto Your Orator the aforesaid Sum
of Six Hundred and Forty Pagodas with all such Interest as now is
or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said
Shamooga Nammahavoy Chitty to be Summoned and Required by the
Sheriff of Fort Saint George Deputy Madrespatnam and the Bailiffs
thereof Personally to be and Appear before this Hon^ble Court at a certain
time and Place to be by this Hon^ble Court Prefixed and Appointed, then
and there to Answer unto Your Orators Bill of Complaint and further to
stand to and abide by such Order and Decree therein as to this Hon^ble
Court shall Seem Meet

Daniel Shaw
Attorney for the Complainant

Mayor's Court Madraspatnam

Tuesday the 2^d Day of November
Anno Domini 1773

Present

George Baker Esquire Mayor
John Holland — John Renton and
John Turing — Aldermen

Between Johannes Paratow
of Madras Armenian Merchant
Complainant

Complainant and Shancara
Namshavoy Chitty of the same
Place Defendant

The Defendant being in Court and Acknowledging the
Justness of the Complainants Demand This Court Doth therefore think
fit to Order and Decree and Doth Accordingly Order and Decree that the
Defendant shall pay unto the Complainant the full and just Sum
of Two Hundred and Forty Pagodas Pagodas 240 — Together with
all such Interest as now is or shall hereafter become Due thereon till
full Payment is made also all Costs of this Suit

By Court

To the Honble the Mayor
and
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Jacob Pettuson of Madras Armenian Merchant That
Shancara Namshavoy Chitty alias of the same Place Merchant Stands
Indebted unto Your Orator in the full and just Sum of Two Hundred
Eighty Seven Pagodas Thirty Two Fanams and Twenty Cash Current
Money of Madras Making on Sterling Money of Great Britain
a Sum of Eight Shillings per any Pagoda the Sum of One Hundred
Fifteen Pounds Ten Shillings and Seven Pence Farthing as will
more fully and at Large Appear by an Account hereunto Annexed
for the Inspection of this Honble Court and whereas Your Orator not
knowing how to Act in the Premises humbly Refers praying the same may be Admitted as part of this Bill
of Complaint and Whereas Your Orator hath frequently and in a friendly
Manner Requested the Payment of the said Sum of Two Hundred and
Eighty Seven Pagodas Thirty Two Fanams and Twenty Cash
Current Money of Madras and more than Twelve Months
Elapsed since the said Shancara Namshavoy Chitty

Refuses to pay the same or to Give Your Orator any Manner of Satisfaction
touching the Premises Your Orator prays as in Relief such as this
Honble Court shall Appoint Agreeable to Equity and Good Conscience To
the End therefore That the said Shancara Namshavoy Chitty
May upon his Corporal Oath full true Direct and Perfect Answer
Make to all and Singular the Matters and things herein before
Set forth and Alledged as fully 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 Two Hundred and Eighty Seven Pagodas
Thirty Two Fanams and Twenty Cash with all such Interest as
Now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the
said Shancara Namshavoy Chitty to be Summoned and Required
by the Sheriff of Fort Saint George Town of Madraspatnam and
the Districts thereof personally to be and Appear before this Honble
Court at a Certain time and Place to be by this Honble Court Prefixed
and Appointed then and there to Answer this Your Orator's Bill of
Complaint and further to stand to and abide by such Order and
Decree therein as this Honble Court shall seem Meet

Dan.l Shaw
Attorney for the Complainant

Shancara Namshavoy Chitty Dr.

1773
July 1st To 10 China Catties of Musk Containing 20 Ounces
and 16 Lold Viss @ 12 3/8 Pagodas per 1 Ounces, } 284.32.20
and Payable in Two Months . . . . . .

Pagodas 284.32.20

Madras 25th October 1773
E E
Jacob Pettuson

1783.

Mayors Court at Madrasapatanam } Tuesday the 2 Day of Novemb. Anno Domini 1773

Present

George Baker Esquire Mayor
John Holland — John Ranton and
John Turing — Aldermen —

Mayors Court

Between Sunkera Namasevaga Chitty of Madras Gentoo Merchant Complainant and Thomas Hamilton Esquire Sheriff of the same Place Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand Mr. Cowell Doth therefore thank for the Order and Decree and Doth Accept Order and Decree that the Defendant shall pay unto the Complt this said and Just Sum of Two Hundred and Eighty Seven Pagodas Thirty two Fanams and Twenty Cash / Pagodas 287 32 20 / together with all such Interest as now is or shall hereafter become Due thereon until the full Payment is made also all Costs of this Suit

By Court

Filed 28th October 1773

To the Honble the Mayors Court at Madrasapatanam

Humbly Complaining Shewith and to this Honble Court Your Orator the Honble Edward Monckton of Saint George Merchant Plaintiff

285

Madras Merchant Stands Indebted unto Your Orator in the full and just Sum of four Hundred and twelve Pagodas One fanam and forty Eight 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 Sixty four Pounds Sixteen Shillings and three Pence or thereabouts As will more fully and at Large Appear by an Account hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as part of this Your Orators Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Sunkera Namasevaga Chitty of the said Sum of four hundred and Twelve Pagodas One fanam and forty Eight Cash

But now so it is May it Please this Honble Court the said Sunkera Namasevaga Chitty Obstinately and Wilfully Refuseth to Pay the same or to give Your Orator any Answer or Satisfaction touching the Premises Your Orator therefore Prays a Speedy Relief Such as this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Sunkera Namasevaga Chitty may upon his Corporal Oath full true Direct and Perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully Truly and Effectually to all Intents and Purposes as if the same were here Again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of four hundred and twenty Pagodas One fanam and forty Eight Cash with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Sunkera Namasevaga Chitty to be Summoned and Required by the Sheriff of Fort St George Island of Madrasapatanam and the Districts thereof personally to be and Appear before this Honble Court at a certain time

time and place to be by this Honble Court specified and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree Therein as to this Honble Court shall Seem Meet

28th October 1773

John Sykes
Attorney for the Complainant

This Bill was shewn to me on the Days of Adjournment and the Complt having Sworn to the Justness of his Debt and that he believes the Defendant Would Depart from the Jurisdiction of this Court if a Summons was to be Served on him Let a Summons returnable Immediately and Warrant of Arrest Issue

George Baker
Mayor

Dr Sunkera Namasevaya Chitty in Acct with Mr Edwd Monckton

1773				1773		
July 2	To Cash Lent You	400		Oct 22	By Balance Due	412 1 42
	To Interest on Do from 2 July to the 22 October 1773 is 3 Months and 22 Days at 18 P Cent P Annum	12 1 42				
		Pagodas 412 1 42				Pagodas 412 1 42

Fort St George 25 Octr 1773
Errors Excepted
E Monckton

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Mayor's Court at Madraspatnam

Tuesday the 2 Day of November Anno Domini 1773

Present
George Baker Esquire Mayor
John Holland — John Renton and
John Turing — Aldermen

Between The Honble Edward Monckton of Fort Saint George Merchant Complainant and Sunkera Namasevaya Chitty of Madras Merchant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants demand This Court Doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complt the Sum of Four Hundred and Twelve Pagodas and One Fanam Pagodas 412 1 42 together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

By Court

Entd this 1st Nov 1773

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Edward Monckton of Fort Saint George Merchant that Sunkera Namasevaya Chitty of Madras Merchant

Merchant Maxd and stablished and Your Orators in the full and just
Sum of Five Hundred and thirty Seven Pagodas thirty One fanams
and Sixty four Cash Current Money of Madras Madrapatan Sterling
Money of Great Britain after the Rate of Eight Shillings for every
Pagoda the Sum of Two Hundred and fifteen Pounds Two Shillings
and eight pence being the Ballance of an Account Current herewith
Annexed for the inspection of this Honble Court and which Your
Orators pray may be Admitted as part of this Your Orators Bill
of Complaint and Whereas Your Orators have frequently and
in an Amicable Manner requested payment from Ruttee
Shankoorsamashewyam Chitty of the said Sum of Five Hundred
and thirty Seven Pagodas thirty One fanams and Sixty four
Cash

But now so it is and May it please this
Honble Court the said Shankoorsamashewyam Chitty Obstinately
and Wilfully refuses so to do and Pretends to Insist that
Manner of Satisfaction touching the Premises Your Orators may
pray a General Relief as to this Honble Court shall appear
Agreable to Equity and good Conscience To the End
that the said Shankoorsamashewyam Chitty may upon his
Oath full true Direct and Perfect Answer make to all and
ular the Matters and things herein before Set forth and Mo
as fully truly and Effectually to all Intents and Purposes
Same was here Again Repeated and Particularly Interrogated and
that he may be Decreed to pay unto Your Orators the aforesaid Sum
of Five Hundred and thirty Seven Pagodas thirty One fanams and
Sixty four Cash with all such Interest as now is or shall become
become due thereon also all Costs of this Suit

May it please this Honble Court to Grant Writ
Shankoorsamashewyam Chitty to be Summoned and Attached by the
Sheriff of Fort Saint George Town of Madrapatan and the

Districts thereof Personally to be and Appear before this Honble
Court at a Certain time and place to be by this Honble Court Prefixed
and Appointed then and there to Answer this Your Orators Bill of
Complaint and further to Stand to and abide by such Order and
Decree therein as to this Honble Court shall seem Meet

Chas. Bromley
Attorney for the Complainant

1st Nov.r 1773

This Bill was shewn to me between
the Days of Adjournment Let a Summons
issue

George Baker
Mayor

D.r Shankenama Shroyam Chitty in Account Current with Pelling & De Fries Cr.r

1771					
October	31st	To Ballance Due this Day		3292	16 2
December	31st	To Interest on the above Sum for 2 Months @ 8 p Cent p Annum		43	35 20
			Pagodas	3342	15 42
1772					
January	1st	To Ballance brought forward		2341	3 42
December	31st	To Interest for 12 Months @ 8 p Cent p Annum		187	10 20
			Pagodas	2528	13 62
1773					
January	1st	To Ballance brought forward		2528	13 62
October	31st	To Interest for 10 Months @ 8 p Cent p Annum		168	20 63
			Pagodas	1014	32 25

Fort Saint G.e
1773

1771 December 25 By Cash ... 1000 - -
By Interest on the above Sum for 6 Days @ 8 p Cent p Annum ... 1 12 -
By Ballance ... 2341 3 42
Pagodas 3342 15 42

1773
March 13 By Cash ... 500 - -
May 13 By D.o ... 500 - -
August 17 By D.o ... 500 - -
Dec.r 31 By Interest on the following Sums to this Day @ 8 p Cent p Annum
On Pag.s 500 for 9 Mo.s 18 D.s ... 32 12 -
500 for 7 Mo.s 18 D.s ... 25 12 -
500 for 4 Mo.s 14 D.s ... 14 32 - ... 72 8 -
By Ballance ... 956 5 70
Pagodas 2528 13 70

1773
April 19 By Cash ... 200 - -
23 By D.o ... 100 - -
October 31 By this Ac.t Concerning Amends Sent to Bengal ... 169 11 20
By Interest on the following Sums to this Day @ 8 p Cent p Annum
On Pag.s 200 for 6 Mo.s 12 D.s ... 8 19 16
100 for 6 Mo.s 8 D.s ... 4 6 32 ... 12 25 48
By Ballance ... 533 31 6
Pagodas 1014 32 25

Errors Excepted
Pelling & De Fries

Mayor's Court at Madraspatnam

Tuesday the 2d. Day of Anno Domini

Present

George Baker Esquire Mayor
John Holland — John Renton and
John Isaac — Aldermen

Mayor's Court

Between Thomas Pilling and John De Faire of Fort Saint George Merchants Defendants and Shankeranarashiveyan Chitty of Madras Merchant Complainant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court Doth therefore think fitt the 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 and Thirty Seven Pardaos Thirty One Fanams and Sixty four Cash of Pagodas 537.31.64 Do/ 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.

Do/ Cur

Filed this 2d. Novr. 1773

To the Honble the Mayor and Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Cangy Iyen Chetty of Fort Saint George Merchant That Sankra Namashevaya Chitty of Madras Merchant Stands indebted unto Your Orator in the full and Just Sum of One thousand Two hundred and Thirteen Pagodas Nine 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 four hundred and Eighty four Pounds, four Shillings and Ten Pence as by three Books as Will more fully and at large Appear by an Account hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Sankra Namashevaya Chitty of the said Sum of One thousand Two hundred and Thirteen Pagodas Nine Fanams and Sixty Cash

But now so it is May it Please this Honble Court the said Sankra Namashevaya Chitty Obstinately and Wilfully Refuses to Pay the same or to Give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a Genral Rule of this Court as to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Sankra Namashevaya Chitty may upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of One thousand Two hundred and Thirteen Pagodas Nine Fanams and Sixty Cash with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Sankra Namashevaya Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts

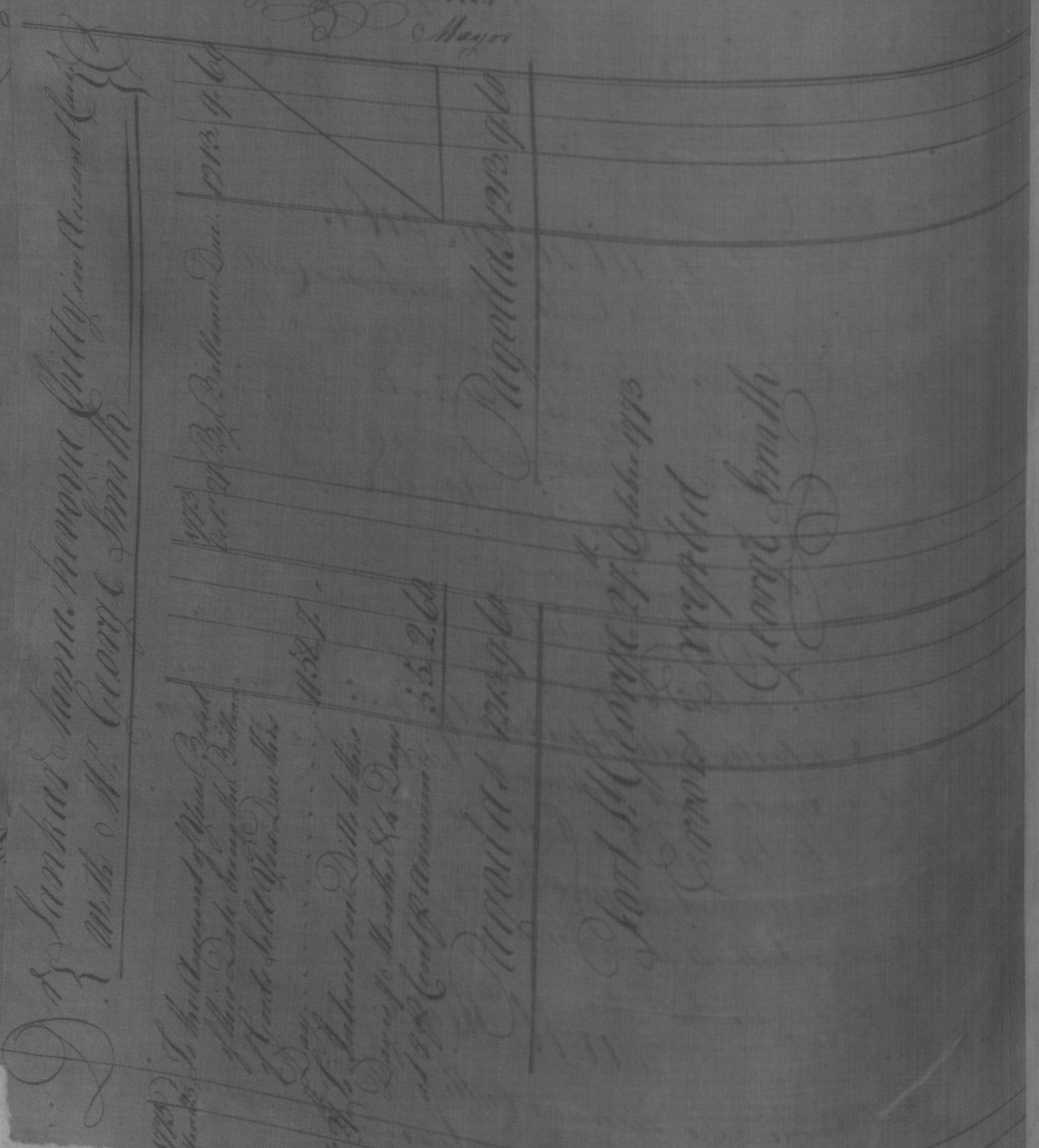
Districts thereof personally to be and Appear before this Hon^ble
at a certain time and place to be by this Hon^ble Court prefixed an
Appointed Then and There to Answer this Your Orators Bill of C
and further to Stand to and abide by such Order and Decree there
as to this Hon^ble Court shall seem Meet

1. Nov. 1773

John Sykes
Attorney for the Compl^t

This Bill was shewn to me on the
Days of Adjournment Sol^r Summons
thereon Peremptorily Next Court Day

George Baker
Mayor


Pagodas 1213. 9. 60
Pagodas 1213. 9. 60
Pagodas 1213. 9. 60

unto Your Orator the full and just Sum of One thousand
Fifty two Pagodas Six fanams and Seventy three Cash Current
of Madras Making in Sterling Money of Great Britain the Sum
of Eight Shillings farthing Pagoda the Sum of Four hundred and
Pounds Seventeen Shillings and Four Pence or thereabouts as well
fully and at large Appear by the Account thereunto Annexed for the
Inspection of this Honble Court and which Your Orator Prays may
be Admitted as part of this Your Orator's Bill of Complaint and Your
Orator further Shews unto this Honble Court that he hath frequently
and Civilly Demanded the Manner Requested Payment from the said
Sungara Samasheuny Chitty of the said Sum of One thousand and
Fifty two Pagodas Six fanams and Seventy three Cash

But now so it is May it Please this Honble
Court the said Sungara Samasheuny Chitty Obstinately and Confederately
Refuses to Pay the same to Your Orator any Manner of Satisfaction
therein touching the Premises Your Orator therefore Prays a Discovery
Relief such as to this Honble Court shall Appear Agreeable to Equity
and good Conscience To the End therefore that the said Sungara
Samasheuny Chitty may upon his Corporal Oath full true
and Perfect Answer Make to all and Singular the Matters and
hereinbefore Set forth and Alledged as fully Justly and Effectually
all Intents and Purposes as if the same were here Again
and Particularly Interrogated and that he may be Decreed
unto Your Orator the Aforesaid Sum of One thousand and Fifty
Pagodas Six fanams and Seventy three Cash with all
Arrears as shall hereafter become due thereon after all Costs

May it Please this Honble Court the said
Sungara Samasheuny Chitty to be Summoned and Required by the
Sheriff of Fort St. George Town of Madrespatnam and the Parts
Personally to be and Appear before this Honble Court at Certain
and Place to be by this Honble Court Limited and Appointed
and there to Answer this Your Orator's Bill of Complaint and
further to Stand

to this Honble Court shall seem Meet

1st Nov. 1773

This Bill was shewn to me in
this Days of Abpearance Let a
Summons Issue thereon returnable
Next Court Day

George Baker

John Sykes
Attorney for the Complainant

Copied

Mayors Court
Madras Fort St George

Tuesday the 2d day of June
Anno Domini 1772

L.S

Present

George Baker Esquire Mayor
John Holland — John Rivton and
John Lewin — Aldermen

Between Charles Lindley
Lt. Saml. George Esqr. Complainants
Sangara Narrainsawmy Chetty of Madrs
Merchant Defendant

The Defendant being in Court and acknowledging the Justice of the Complainants Demand, this Court Doth therefore think fit to Order and Decree and Doth Order and Decree that the Defendant shall pay unto the Complainants the full and just Sum of One thousand and fifty two Pagodas & 5 Fanams and Twenty three Cashs Pagodas 1052. 5. 23 with all such Interest as now is or shall hereafter become thereon until full Payment is made also all Costs of Suit

D. Cur

Filed the 4th August 1772

To the Honble the Mayors
Court at Madras

Between Charles Lindley
of Lt. Saml. George Esqr. Complainants
and Sangara Narrainsawmy
Chetty of Madras Merchant
Defendant

The Humble Petition of the said
George Savage

Sheweth

That the said Shripaty Veera Sawmy being
indebted unto Your Petitioner on his the said Shripaty Veera Sawmys
Bond or Writing Obligatory to Your Petitioner bearing Date the Twenty
sixth Day of May in the Present Year of Our Lord One thousand seven
hundred and Seventy three in the Principal Sum of Four hundred
and two Pagodas Forty One Fanams and Sixteen Cash and Interest Your
Petitioner did on the Twenty first Day of June last Exhibit a Bill of
Complaint into this Honble Court Against the said Shripaty Veera Sawmy
for the said Principal Sum and Interest praying that a Summons
Might Issue thereon for the said Shripaty Veera Sawmy to appear and
Answer the same, but the said Summons being returned by the Sheriff
not to be found This Honble Court were Pleased to Grant Your Petitioner
a Warrant of Sequestration, On Your Petitioners Affirming the said
Demand by Oath, Directed to the Sheriff to Seize and Sequester the Effects
or Property of the said Shripaty Veera Sawmy for or towards Satisfaction
of Your Petitioners said Just Demand and the Costs of Suit attending
the same by Virtue and in Pursuance of which said Warrant of Seque-
stration the Sheriff did Seize and Sequester a Ship called the Parasti
Savady belonging to the said Shripaty Veera Sawmy, Whereupon
Messrs De Castro Thomas Pelling and John De Jonas of Fort St George
aforesaid Merchants did on the Twenty eighth Day of the said Month
of June Move for a Petition to this Honble Court, Setting forth that the
said Ship so Sequestered on Account of Your Petitioner was Mortgaged
to them for a Considerable Sum of Money and Praying that the said
Sequestration might be Superseded &c. Whereupon Your Petitioner
Did by his Attorney consent to the Sale of the said Ship by the said Mrs.

De

De Castro Thomas Pelling and Johan De Fries and to the Amount of their said Mortgage being Deposited with the Compulsary Cashier in the Name of the Accomptant General to Answer Your Petitioners said Demand, Whereupon this Honble Court having taken the same into Consideration did on the Twenty Ninth Day of the said Month of June Order that the said Moses de Castro Thomas Pelling and Johan De Fries be at Liberty to Sell the said Ships and after being paid off their Mortgage that they do Deposit the Overplus with the Compulsary Cashier in the Name of the Accomptant General for the Purpose aforementioned, and that the Costs of the said Application be paid Out of the Sequestred Premises Your Petitioner further Shews that John Smith of Fort St George aforesaid Esqr and Ronald Ross of the same Place Merchant Jointly and the said Ronald Ross Separately having also Exhibited Bills of Complaint in this Honble Court Against the said Ships duly Sworn Sowrn and Obtained Warrants of Sequestration on the same Day that Your Petitioner Obtained his the same Proceedings Passed in their said Suits John Holland and Edward John Holland of Fort St George Merchants having also a Mortgage on the said Ships Jointly Severally for a Considerable Sum they did on the said Twenty Ninth Day of the said Month of June Prefer a Petition to this Honble Court Claiming a Priority of Payment of the Amount of their said Mortgage to Your Petitioner and the said other Sequestrators Whereupon this Honble Court were Pleased to make the same Order as to the said Amount of their said Mortgage as that of the said Moses de Castro Thomas Pelling and Johan De Fries, Your Petitioner further Shews that there were other Considerable Demands made by the Crew of the said Vessells and the Officers and People belonging to them Wages in Navigating the said Ships, so that out of the said Mortgages and the said Wages were to be Discharged the Proceeds of the said Ships on Performance of the said Decrees Your Petitioner and the said other Sequestrators

Sequestrators, But also the said other Sequestrators Demands do become in Equality with Your Petitioners and Proportion to their Several Demands, so that Your Petitioner will benefit but Very little by this said Sequestration, As will more fully and at large Appear by the said Proceedings and the Accounts Delivered into this Honble Court by or on behalf of the said Moses de Castro Thomas Pelling and John de Fries and also the Account Delivered in by or on behalf of the said John Holland and Edward John Holland, To all which Your Petitioner Craves Reference, Your Petitioner further Shews that Notwithstanding the Overplus after Paying off the Amount of the said Mortgages and Wages with the Charges Expences and Costs Attending the same is so Very small, and that it will Extend so little towards the Discharging the said Debts of Your Petitioner and the said other Sequestrators, Yet the said Moses de Castro Thomas Pelling and Johan De Fries having the said Account of the said Mortgage and of the Sales of the said Ships so Delivered into this Honble Court as aforesaid Charged One Hundred and Seventy five Pagodas as Commission at the rate of Two and One half p Cent on the Amount Sales of the said Ships besides the Principal and Interest of their said Mortgage and the Costs Charges and Expences Attending the same, which Your Petitioner Considers as a Very Unjust and Illegal Charge, and such as the said Moses de Castro Thomas Pelling and John de Fries had no right to Make, for this Honble Court were Pleased to Order that they should be at Liberty to Sell the said Ships Yet this Honble Court did not Authorize or Empower them to Charge Commission on such Sale, the Intent of such an Order being made for the said Moses de Castro Thomas Pelling and Johan De Fries to make the said Sale Instead of the Sheriff, by whom Sales are Generally made of Property Seized by Process Issuing Out of this Honble Court, was to save that Expence, that Your Petitioner and the said other Sequestrators, whose Demands Could not take Place until the said Mortgages and Wages were fully Discharged Out of the Proceeds of the said Ships, might benefit as much as Possible by the said

Overplus

Corruptus, and which is Entirely Agreeable Only to the Intent and Meaning of Your Petitioner in Consenting to the said Sale being made by the Sheriff as aforesaid and of the said Order being made by this Honble Court, But is also Strict Conformity to the Express Terms of the said Order, which, Attended the Nature of the Petitioners Case is as follows. His Order that the Petitioner had Liberty to Sell the said Ships and after having Satisfied the Mortgage, that they do Deposit the Overplus with the Accomptant Cashier in the Name of the Accomptant General for the Purposes therein mentioned (Alledging to Your Petitioners Attorney Consenting to the said Sale as the Overplus being so Deposited on Account of Your Petitioner and thereby Other Sequestrations and Demands are Superseded) and that the Costs of this Application be Paid Out of the Produce of the Sequestered Effects Such being the Usual Method by the said Order Your Petitioner Conceives it Clear that the said Messrs Lestor Thomas Pilling and John Dupree Can have no right Power or Title Whatever to Commission on the said Sale or any Authority to Make any such Charge they having Sufficiently been Satisfied for having their whole Demand Principal Interest Costs Charges & Expences fully Paid Out of the Account of the said Ships as aforesaid

Your Petitioner therefore

Most Humbly Hopes that the said Messrs Lestor Thomas Pilling and John Dupree may be Ordered to Pay the Costs of this Petition and the Same may be Allowed them in the Discharge of the said Account Sales of the said Ships Belonging to Your Petitioner And that the said Messrs Lestor Thomas Pilling and John Dupree may pay all Costs of this Petition

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

John Sykes
Attorney for the Petitioner

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Filed the 27th August 1773

The Answer of Messrs Lestor Thomas Pilling and John Dupree of Fort Saint George Merchants to the Petition of George Savage of the same Place Merchant, in a Certain Cause wherein the said George Savage is Complainant and Stripidy Veeraswamy of Madras Merchant is Defendant

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The Respondents Say that they having Advanced and lent unto the above said Stripidy Veeraswamy Account Sum of Money on his Bond bearing Date the Fourth Day of May in the Present Year of Our Lord One Thousand Seven hundred and Seventy three, and as a Security for the payment thereof the said Stripidy Veeraswamy did Mortgage Assign and Set Over all that the said Stripidy Veeraswamys right Title &c of and into a Ship called the Parrady Saraby Manuel Pires Commander then lying at an Anchor in the Road of Madras and thereby did expressly impower the said Respondents to dispose of and Sell the said Ship at the expiration of the time limitted for the payment of the Money by him so borrowed of the Respondents. The Respondents further Say that the said Stripidy Veeraswamy having Placed a Confidence in the Respondents did entrust them with the Charge of the said Ship Parrady Saraby who managed the Concern of the said Ship as the Agents of the said Stripidy Veeraswamy and in such their Capacity they Attended in and upon the said Vessell for the Benefit of him the said Stripidy Veeraswamy by Supplying the Vessell from time to time With Sundry Stores and other Necessaries as Appears by the Copy of the Account Current hereto Annexed the Original whereof is now before this Honble Court and therefore the Respondents Say that they

they think themselves Justly intitled to their Commission of Five and a half Per Cent as by them Charged in their said Account Current delivered into this Honble Court it being a reasonable Commission and less than Other Merchants of this Place who have Charged five Per Cent and also of Ships and which have been allowed by this Honble Court as appears by the Account Current of the several Persons who have Administred the Estates and Effects of deceased Persons delivered into this Honble Court The Respondents further Say that their Applying to this Honble Court for the Liberty of Selling the said Ship at Outcry by Petition was Mercantile and Right and they could do no less as the Property to them Insured by the said Sloopedy Veeraswamy was Arrested Out of their Possession at the instance of the Petitioner and whereby she became incumbered and no Person could Purchase under such Restraint without a Manifold Security Done to the Respondents further Say that they but expose their Property at the Petitioners Objection to the Respondents Charging two and a half Per Cent for their Agency as also about the Sale of the Ship when by the Customs of this Place such Commission on all Concerns whatever of which Custom the Petitioner Must be well Convinced of as he has for some Years been Concerned engaged in Mercantile Concerns The Respondents further Say that the Petitioner Complaining to this Honble Court that the Sales of the said Ship after paying of the Amount of their Mortgages and Wages with the Charges Expences and Costs of Suing the same was so Very small that it would extend to the said Sloopedy Veeraswamys Creditors and therefore the Court Ought not to Charge a Commission of Two and a half Per Cent that such Charge was Very unjust and Illegal the Respondents in Answer thereto Say that the Petitioner was the cause of the Vessell being Sold by his Precipitate Management in not their Demands and Seizing the Property that was as aforementioned to the Respondents the Vessell being

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the Respondents to Apply to this Honble Court to have such Sequestration taken off that they might be at Liberty to execute the Power Lodged in their Hands by the said Sloopedy Veeraswamy and to save further Charges thereon The Respondents further Say that they should not have been so precipitate in the Sale of the said Vessell but for the Sequestration of the Petitioner and many others such Sequestration impeding the Business of the Ship and encreasing considerable Expences those aforementioned Sequestrations being a growing Charge they the Respondents were Obliged for the saving of the same to Sell the said Ship by the Leave of this Honble Court which Permission the Respondents were obliged to obtain before any person would Purchase the Ship Out of the Sales thereof they paid themselves their Principal Interest Charges Costs &c. The Respondents further Say that during the time the said Ship was under Sequestration no Assistance of any kind whatever was given by the Petitioner but that the Respondents still continued to pay the same Attention to this Business as they did when they first took the Charge of the Vessell as well knowing it to be their duty The Respondents further Say that the Honble the Mayors Court at the time they made their Order for Superseding the Sequestration issued Against the Ship, and thereby Allowing the Authority of the Respondents, were sensible of the Right the Respondents had to the Possession of the Vessell and the Sales thereof, therefore they the said Honble Court thought Proper to dispense with the Sales usually made by the Sheriff of such Goods and Effects as are seized by Order of the said Honble Court The Respondents further Say that all the Order which the Petitioner takes Notice of in his Petition Makes no mention of any Commission to be allowed on the Sales of the said Ship and thereby the Respondents are not entitled to any Commission, Yet that were a Custom is Once Established, there is no Necessity for the Law to provide for the same, as such Custom Must be Observed which is recommended by so doing the Respondents paying the Charges of the Ship and the Wages of the Mariners which are not

provided

Provided for by the said Order of this Honble Court Yet the Respondent Was Obliged to take Notice of the Custom in these Cases, and is Counsel Opinion Among Merchants and Owners of Ships, that the Petitioners lastly bound to the Seamen and Mariners for their Wages and have the Priority of Payment in all demands whatever—

All Which Matters and things the Respondents is ready and Ready and therefore Most humbly pray this Honble Court to dismiss the Petitioners Petition with Costs and that the Petitioners to pay the Respondents all Costs and Charges—

Chas. L. Bromley
Attorney for the Respondents

Schedule A.

1818						£	s.
July 1	By the Sale of the Ships Dove & Fanny & Goods taken in the Ship Dove & Fanny					1000	0
	By Cash received from Messrs. Hall & Co.

Knowall Men

By these Presents that We Vinnaswamy of Madras Merchant and Seild and formly Pandia Mess.rs Moses de Castro, Thomas Pelling and Johan de Fries also of the same Place Merchants in the penal Sum of Eight Thousand Pagodas Current Money of Madras to the true and due payment of which Sum to be made unto the said Moses de Castro Thomas Pelling and Johan de Fries their Heirs Executors Administrators & Assigns We do bind ourselves our Heirs Executors Administrators and Assigns firmly by these Presents. In Witness whereof We have hereunto Set our hand and Seal at Fort Saint George this fourth day of June

1808.

Whereas the above bound Vinnaswamy hath this day taken up & borrowed from the above named Moses de Castro, Thomas Pelling and Johan de Fries the full and just Sum of Four thousand Pagodas to him at present advanced at the rate of Twelve & Cent. per Annum, Pay able thereon before the Fourteenth of June next Ensuing and for better Securing the Repayment of the same sum unto them the said Moses de Castro, Thomas Pelling and Johan de Fries their Heirs Executors Administrators and Assigns He the said Mortgager doth by these Presents Grant Bargain Sell Assign Transfer Mortgage Hold Assigned and Made over unto them the said Moses de Castro, Thomas Pelling and Johan de Fries My Ship the Parata burthen Two hundred Tons or thereabouts now lying at Anchor in the Road of Madras and Insured with the Madras Insurance for the like Sum of Four thousand Pagodas to the said day the fourteenth of June Next Which said Policy of Insurance together with the Bill of Sale of the said Ship I have delivered unto the said Moses de Castro Thomas Pelling and Johan De Fries To have and to hold the said Ship with all the Stores and Appurtenances unto her belonging unto the said Moses de Castro Thomas Pelling and Johan de Fries and to their Heirs Executors Administrators and Assigns to their own proper use and behoof from henceforth for ever. And I the said Vinnaswamy do hereby Covenant Promise and Agree to and with the said Moses de Castro Thomas Pelling and Johan de Fries their Heirs Executors Administrators and Assigns that I the said Vinnaswamy my Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto them the said Moses de Castro Thomas Pelling and Johan de Fries their Heirs Executors Administrators or Assigns the full Sum of Four thousand Pagodas with the Interest thereon on the fourteenth day of June next following

Thomas Pelling and Johan de Fries their Heirs Executors Administrators or Assigns the full and just Sum of Four thousand Pagodas together with the Interest due thereon. On Performance of this Money performance the said Moses de Castro, Thomas Pelling and Johan de Fries have power and Authority Vested in them hereby to put up the said Ship Parata Sale by at Publick Outcry and Sell her to the highest Bidder for payment of this Bond Then this Obligation to be Void and of no Effect else to Remain in full force and Virtue.

Signed Sealed and Delivered (L.S.)
(Witness no Stamp'd Paper is procurable)
in presence of

Chas Bromley

Madhow Mark

Fort St George 30th Sept.r 1773
Attested to be a true Copy
by me
Chas Bromley
Not.Pub.

Extract from the Minutes of a Court Held at the
Town Hall on Tuesday the 2d. Day of November
Anno Domini 1773

Present

George Baker Esquire Mayor
John Holland — John Renton and
John Turing — Aldermen

George Savage
vers.
Sreeputty Veera Sawmy

The Matter in Dispute between the Petitioner
and the Respondents Coming on to be Heard and Determin
Day in the Presence of the Attornies on both Sides on Readin
Complainants Petition the Respondents Answer, the Acc
Current of the Respondents with the Defendant, the Bo
Bond of the Defendant to the Respondents, On Hearing th
Made Use of by the Attornies and on Due Consideration th
The Court are of Opinion that the Respondents had no
Make a Charge of One Hundred and Twenty five Pagodas
175 — — for Commission on the Sale of the Ships Parady
in their Account Current Delivered into Court the Produce
Ships after the Payment of the Respondents Mortgage being
Deposited with the Company's Cash in the Name of the Acc
General for the Benefit of the Several Suitors Agreeable to
Court of the 29th June last. This Court doth therefore h
Order and Doth Accordingly Order that the said Sum
Out of the said Account Current and that the sum of Six

Severally sum Pagodas Pagodas 30 ... shall be paid into the Company's Cash in the Name of the Accomptant General for the Benefit of the Inmad Suitors and that the Respondents defray all Costs attending this Petition

To the Honble the Mayor Court at Madraspatam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Maddox of Madras Inhabitant that Moodoo Core Swamy Chitty of the same place Merchant stands justly and truly indebted unto Your Orator in the full and just Sum of thirty star Pagodas Current Money of Madras Reckoning Sterling Money of Great Britain after the Rate of Eight Shillings for Pagoda the Sum of twelve Pounds being the Principal of his Note of hand bearing date the thirteenth day of June in the Year of Our Lord One thousand Seven hundred and Seventy two a Translate of which said Notes hereunto Annexed for the Perusal of this Honble Court which Your Orator prays may be taken as part of this Your Orators Bill of Complaint and whereas Your Orator hath frequently and in an amicable Manner demanded Payment from the said Moodoo Core Swamy Chitty of the said Sum of thirty Star Pagodas

But now so it is and May it please this Honble Court the said Moodoo Core Swamy Chitty Contriving and intending wholly to defraud Your Orator any Monies due to him for the Consideration aforesaid Your Orator therefore prays a Writ of Subpoena may issue out of this Honble Court directed to the said Moodoo Core Swamy Chitty thereby commanding him at a certain Day and under a certain Pain therein to be limited personally to be and appear before this Honble Court and then and there to answer all and singular the premises and to stand to perform and abide such Order and Decree therein as to this Honble Court shall seem meet and your Orator shall pray

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and things herein before set forth and alledged as fully truly and effectually to all Intents and Purposes as if the same were here again Repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of thirty Star Pagodas together with such Interest as now is or shall hereafter Grow due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Moodoo Core Swamy Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatam and the Deputies thereof Personally to be and Appear before this Honble Court at a time and place to be by this Honble Court prescribed and Appointed therein and there to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

22 July 1773

Chas Brownlow
Attorney for the Complainant

This Bill of Complaint was Sworn to me between the Day of Adjournment Let a Summons issue Ret. Next Court Day

George Baker
Mayor

Madras 13th June

I Moodoo Core Swamy Chitty Do hereby Acknowledge Borrowed and Received of John Maddox the full and just Thirty Star Pagodas Current Money of Madras Payable on the Tenth day of July Next with Interest at the rate of Twelve Annumum in default of Payment he may be Sued in the Court Drawn by Lowndaram

Witness

(Signed) Swamy

Wednesday

Annachellum Attested Translation as near as can be from the Mallabar Language by Canacopah Sworn Interpreter

Chas Brownlow
Attorney for

Mayor's Court
Madraspatnam

Tuesday the 6th Day of March
Anno Dommi 1733

Present

George Baker Esquire Mayor
Thomas Pomney—George Savage and
John Renton — Aldermen

Between John Maddox
Madras Inhabitant Complainant
Madox Coneswamy Chitty of the same
Place Merchant Defendant

Appearing by the Records of this Court that
this Defendant hath been Served with the Usual Rule to Answer
the Complainants Bill but wilfully and Obstinately refuses
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 of Sixty Six
Pagodas 30 ——— together with all such Interest as may
or shall hereafter become Due thereon until full Payment be
Made also all Costs of this Suit

By Court

20th Sept 1733

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Your Orator Jochim Jumble of Madras Mariner That Edward
Monckton of the same Place Merchant Stands Indebted unto Your

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Orator in the full and just Sum of One thousand One hundred and
thirty two Rupees and Eleven Fanams which calculated at the Exchange of
three hundred and Twenty Rupees for One hundred Pagodas will make
the Amount of Three Hundred and Fifty four Pagodas and forty five 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 forty One Pounds Twelve Shillings and One Pence or thereabouts
being for Pay Privilidge and for Sunday disbursements made in Cash
of the said Edward Monckton while in his Service as Commander of
the Ship Lanniston which was from the Twenty Seventh of May in
this present Year One thousand Seven hundred and Twenty One unto
the third Day of August following being Two Months and Seven
Days at the rate of three hundred and fifty Rupees per Months as is
More fully appear by an Account Current hereunto Annexed for the
Inspection of this Honble Court and which Your Orator prays may
be Admitted as part of this Your Orator's Bill of Complaint and
Your Orator further Sheweth unto this Honble Court that he hath
frequently and in an Amicable Manner Requested Payment from the
said Edward Monckton of the said Sum of three Hundred and Fifty
four Pagodas and forty five Cash

But now so it is May it please this Honble Court
the said Edward Monckton Obstinately and wilfully refuses to pay the
same or to give Your Orator any Manner of Satisfaction touching the
Premises Your Orator therefore Prays a Genreal Relief such as this
Honble Court shall Appear Agreable to Equity and good Conscience
To the End therefore that the said Edward Monckton may
his Corporal Oath full true direct and Perfect Answer make to all
and Singular the Matters and things herein before Set forth and
Alledged as fully Truly and effectually to all Intents and Purposes
as if the same were here Again Repeated and Particularly Interrogated
and he Decreed to pay unto Your Orator the aforesaid Sum of

Pagodas

hundred and fifty four Pagodas and forty four Cash Cash together with all such further Interest as may or shall hereafter become due thereon also all Costs of this Suit

MAY IT PLEASE this Honble Court to Grant the said Edward Monckton be Summoned and Enjoined by the Sheriff of Fort St. 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 therein fixed and Appointed then and there to Answer the Premises 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

HENRY LITTLE
Attorney for the Complainant

Dr The Honble Edward Monckton Esqr in Acct Current with Joshua Smale Cr

1770				
	To Sundry Articles as Bill rendered	348		
Nov.	To Cash Paid Mr Bellamy Duties	2	6	50
	To Cash Paid Do Do	2	6	50
	To Cash Paid Mr Campbell Do	1		
	To Cash Paid Do Do	1		
	To Cash Paid Mr Campbell Do	28		
	To Cash Paid Do Do	2	6	50
	To Cash Paid Mr Campbell Do	2	6	50
	To Cash Paid Do Do	3		
	To Cash Paid Mr Campbell Do	15		
	To Cash Paid Do Do	25		
	To Cash Paid Mr Campbell Do	1		
	To Cash Paid Do Do	102		
	To Cash Paid Do Do	1		
	To Cash Paid Do Do	1		
	To Cash Paid Do Do	50		
	To Cash Paid Do Do	1		
	To Cash Paid Do Do	1		
	To Cash Paid Do Do	1

Said Steps Complainant and he has not the Receipt in full of all Demands
Or that Reasonable Part Receipt in the Defendant Costs to and
Ready to be produced for the Inspection of this Honble Court when Required
The Defendant Denies also Object to the Charge of Seventy four Pages
Common as the Defendant Paid the Common Summons Bill Nine
Pence on the Thirty first Day of May last for One Months and Sixty
Days Power Common at Four Pence per Month for which the Defendant
has got the said Common Subpoena Receipt or Discharge on the back
of the Complainants Certificate of the Service as Common on Record
Steps which are Ready to be produced for the Inspection of this Honble
Court when Required from which Common Service the Defendants
Imagined all the Complainants said Charges of One hundred and
Four Pages and Twenty four Pages when the Defendant Conceives
he Could not but be Assessable that he had an Right to make and
Charge the Defendant further Saith that Notwithstanding the
Extraordinary Charge made by the Complainant as before mentioned
Yet he has Credited to your Defendant Ninety Seven Pounds
the said Sum on the Twenty Second Day of July last for which he
Got his Receipt which is ready to be produced for the Inspection of
this Honble Court when required and this Defendant further Saith
that he was Ready and Willing to Pay the Complainant what he
thought him Justly Entitled to and did offer to Pay the Complainant
Costs of the said Action and is still Ready to Pay him the same
but did Deny he was Justly Entitled to But he Conceives the Complainant
Refusal of Acceptance of the Defendants said Offer has Deprived
him of any Right to Interest as Pleaded in his said Bill and this
Defendant Humbly Prays to be Dismissed with his Reasonable
Costs and Charges in this behalf Most Wrongfully Sustained

Edward Monckton

Sworn before me
this 12th of Novr 1771

John Holland
Mayor

John Sykes
Attorney for the Defendant

Filed the 12th Jan 1773

The Amended Replication

of Joshua Trumble to the Answer of the
Honble Edward Monckton

This Replicant now and at all Times hereafter saving and
Reserving unto himself all and all Manner of Benefit and Advan-
tage of Exception to the many Errors, uncertainties and
Insufficiencies in the Defendants said Answer Contained Saith
that he will aver justify maintain and prove all and Singular
the Matters and Things Alledged and set forth in his Bill of
Complaint and in his Account Current herewith Annexed to be
Good true certain and sufficient in the Law to be Answered unto
in such Manner and form as the same therein and thereby set forth
and Alledged, and that the Answer of the said Defendant is Many
Insufficient and Evasive and this Replicant saith that the Defend-
ant is justly indebted unto him this Replicant in the full and just
Sum of Three Hundred and fifty four Pagodas and forty Six
Cash as is truely stated and set forth by this Replicant in his
Bill of Complaint and in the Account Current herewith Annexed
Notwithstanding any thing to the Contrary set forth by the
Defendant in his said Answer and this Replicant saith he
Admits he was at Cuddalore about the time the Defendant
Complains he was Imprisoned but denies he was Out of employ

Lay at Port Nove in Order to be Repaired, and this Replicant saith
he was preparing to Return to Madras and had hired a Boat for
that purpose Jointly with Captain Thomas the Commander of the
Said Ship Mary whom Mr Alexander Davidson Applied to this
Replicant to take the Command of the said Ship Lanerstone the said
Mr Davidson Representing to this Replicant his desire of having
an English Commander and a Crew of English Lascars as those
at that time Commanded by a Portuguese Man and worked by
Lascars Pon Account of a Report which at that time Prevailed Dis
Francis Pitt Esqr and this Replicant saith that it was not without much
intreaty on the part of the said Mr Davidson and many Objections
on the part of this Replicant from their Apprehensions he had of
loosing the Interest and Friendships of his then Employer that he
Accepted to undertake the Command of the said Ship and
Absolutely denies he ever Intended the Defendant or Either of the
said Mr Davidsons to Intermeddle with the Defendant that this
Replicant Might be Allowed to bring the said Ship Lanerstone to Madras
But saith and the Contrary that Mr Davidson himself Gave
any Instructions or Explications to him being under the
following Paragraphs in a Letter the Original whereof is in the
Replicants Possession to be produced before this Honble Court
Viz^t

I have wrote to Mr Manuel to Inform that I Should
Would Stand this Season Changing Captains Root into the
Lanerstone and Proceed into the Bottay I have therefore Desired
him not to Sail and I have reason to believe he will Act
Wherefore it Appears this Replicant Conducted himself
Satisfactorily in the Service of the said Mr Davidson under whose
Direction he was and as this Replicant Remained only a few Days
Less of the said Ship the Lanerstone after the Arrival of the
Ship Mary at Madras

to the Defendant that he did to the Defendants Attorney & Mr Davidson
Viz^t And this Replicant saith that the Sum of Two hundred
Rupees per Month which the Defendant would only Allow for the
Pay and Privilidge of this Replicant as Commander of the Ship
Lanerstone is Greatly inadequate to the Charge of the Command of a
Ship of that Burden being Near Six hundred Tons Burden and it
Appears by what the Defendant saith in the Answer of his not
thinking this Replicant entitled to the same Indulgences as a Person
of whom he entertained a better Opinion that the Defendant also
thought at the same time that Sum of Two hundred Rupees was
too small and inconsiderable an Allowance and Respecting what
the Defendant is pleased to alledge forth of the Customs of this Port to allow
a Commander of a Ship or Vessel eighty or eighty five Rupees per
Month as Pay and One eighth Per cent Currency of the Cargo as Privilidge
go and of the offer of the same to this Replicant by this Replicant saith
that he denies that the same is the Custom or General made of Payment
of Commanders of Ships or Vessells on this Coast and saith that it
is Only Customary when made by Agreement and then only
for Voyages to the Eastward where the Cargos of Vessells are Rich
and Valuable and it is not nor cannot this Replicant Conceive to be
with any Reason Supposed that a Commander Capable of navigating
a Ship would Sail on such Seas on which a Vessell is only employed
in Carrying Paddy up and down the Coast and the Ship Lanerstone
was not employed on any other Service or Trade while under the
Command of this Replicant and on that Service Only a part of
the time as she Lay upwards of One Month at a Place Called Dave
cottah Waiting for a Cargo of Paddy during which time the said
Ship was Repairing by the Order of the Defendants said Attorney
this Replicant is therefore of Opinion that Considering the Great
Charge of a Ship of the Lanerstone Burden he is fully and law
fully entitled to the Charge he has made of Three Hundred and

fifty Rupees per Month for his Pay and Provisions as Commander thereof as hereon Prayed to know been the Custom and what many Commanders of Ships Entered at the time this Replicant undertook the Command of the said Ships

And this Replicant Saith that the Charges he has made in his Account Annexed unto his Bill of Complaint for Cask and Bottles and also for Stallinguns and Rasor Hone this Replicant Saith that the same Charges usually and Generally Allowed and such as cannot be Objected unto, and Respecting What the Defendant Saith Objecting to the Payment the Wages Charged by this Replicant for a Chief Officer this Replicant shipped On Board the said ships because this Replicant as the Defendant Owners had no Liberty to make such an Appointment, This Repl. and Saith that he as Commander of the said Ships and being at that time an Inward of an Officer on Account of Lascars being dissatisfied and Demanding Liberty to leave their Ships as they were Imployed by their former Commanders of the Ships and by the Customs of the Seas Lascars who were Hired or Imployed under the Command of a former Commander are Free to Leave their Ships upon another Commander taking the Command and as this Replicant Could not Readily procure a Fresh Crew of Lascars he Sought this Defendant said this almost to bring the Lascars to continue on the Ships which he could not do alone and therefore hired the said Steele to be Chief Officer on Board the Ships and for many other Reasons Causes this Replicant as Commander of the said Ships thought Proper and Necessary and Respecting the further Objection by the Defendant of the said Person not being Capable to Act as Officer or Chief Officer on Board a Ship this Replicant

also to the Defendant and this Replicant Saith that all this he did Did not Make any Agreement with the said Steele Shade at the time he hired him on Board the Lascar as Chief Mate, he Absolutely Denied thereto Agreed to allow or Give him Gunners Pay only, for this Replicant Saith that the said Person being sometime in or about a Month as Chief Officer with this Replicant he advanced him the Sum of Forty Rupees on Account of his Wages as Appears by an Order from the said Steele Shade to this Replicant to pay the same Order is as follows the Original being in this Replicants Possession to be Produced to this Honble Court and Time, Sir Please to pay unto Lombo Your Dabash Forty Rupees and Charge it to my Account Fort St George August the 2. 1771 I am Sir Your humble Servant Signed Steele Shade, To Capt. Joshua Trembler at Anjengo Copy Attorney Deputy Attorney for the Replicant Which evidently proves the falsity of the Defendants Assertion that this Replicant had not paid the said Steele Shade any thing on Account of his Wages and altho it is not the full Sum Charged by this Replicant for his Wages as Chief Mate he always looked upon himself as Accountable to him for the Ballance and this Replicant Saith the said Steele Shade having afterwards Received his pay from the Defendant does not Make him less Accountable to this Replicant for what this Replicant advanced him on Account of his pay as Chief Officer and Respecting what the Defendant has Alledged Concerning the Gunner Francis Robeyro, he doth not admit he Did Grant him a Certificate of the time he had Served but the said Defendant refusing at that time to pay him his Wages and upon the said Francis Robeyro representing the same to this Replicant he this Replicant did pay him, but omitted the same time to Require the said Certificate from him, so that if the Defendant has paid him his Wages a Second time this Replicant conceives that Cannot Affect him, Neither does it make the Defendant less liable to the payment of the same to this Replicant

This Repliant Saith he does Admit that he did receive the Sum of Forty One Pounds and therefore owes from this Defendant and the Reason why he did not bring the Same to Account is because he Received the same on Account and paid it away immediately for the impress of Six Lascarines and therefore did not think it Necessary

And this Repliant Saith he denies this Defendant was Ready to pay what should be Adjudged due to this Repliant as this Repliant saith that during the proceedings on this Cause the Defendants Attorney he then being Absent did offer to have the Present Matter in dispute settled by the Arbitration of Merchants and Seamen in the Customs of the Seas to which said Offer of Arbitration During this present Matter this Repliant did Agree and consent and Would have abided by the Same had not the Defendants Attorney afterwards refused to comply thereto

All which Matters and things this Repliant is Ready and willing to aver justify and Maintain and humbly Prays as in and by his said Bill he hath already Prayed

Henry Du Pin
Attorney for the Repliant

Filed 1st March 1773

The Amended Rejoinder of the Honorable Edward Monckton Esq^r to the Amended Replication of Joshua Iveson Harrison

This Defendant now and at all times hereafter saving and Reserving unto himself all and all Manner of Benefit and advantage of Exception to the many untruths Errors Insufficiencies and Uncertainties in the said Amended Replication of the said Repliant contained for Rejoinder thereunto Saith that he still Persists in and doth Insist upon his said Plea and Answer by him heretofore pleaded and Answered to the said Repliants Bill of Complaint and all and Singular the Matters and things therein contained are good true certain and Sufficient in the Law to be Replied unto in such Manner and Form as the Same are therein and thereby Set forth and Alledged and that the said Replication and the Matters and things therein contained Are Many untrue Evasive and Insufficient and for further Rejoinder to the said Replication this Defendant Saith that he still Absolutely Denies to be Indebted unto the Repliant in the Sum of Three hundred and fifty seven Pagodas and forty Six Cash as is unjustly Set forth and Stated in the said Bill of Complaint and the Account thereunto Annexed, and also in the said Replication This Defendant further saith that he was Informed the said Repliant was out of Employ when he Purchased the Ship Lawriston, On whom Mr Alexander Davidson first Shewn on Board the said Ship, And therefore he mentioned that Circumstance in his said Answer, But Saith he Conceives it Very Immaterial to the Matters in Question in this Cause whether that was the Case or not And Supposing the Repliant was Chief Officer and Board the Snow Mary this Defendant Cannot Imagine that his Allowance in that Capacity on Board a Small Vessel was Equal to what this Defendant Offered the Said Repliant as Commander of the said Ship Lawriston as Set forth in his this Defendants said Answer, Nor is it at all Material how it happened that the Repliant was put in the Command of the Said Ship or what the said Mr Davidson Might say or Write to him, for as there was no Agreement made between the said Mr Davidson and the Repliant Either in point of Allowance or time they were therefore both left in the Power and Discretion of this Defend^t Nor is it at all Material Whether the Repliant did or did not Conduct himself to the Satisfaction of the said Mr Davidson so Long as he Remained under the Orders and Directions of the said Mr

Mr Davidson the Defendants Agent knew he did and
Conduct himself to this Defendants Satisfaction who had a right
to be Satisfyed with the Conduct and Behaviour of the said Replt
And as to what was set up by the said Replicant that he was Entitled to Expect any
Extraordinary Allowance or Indulgence from this Defendant
This Defendant denies that it does Appear by this Defendants
in his said Answer that he did not think himself Entitled to
Same Indulgence as aforesaid of whom he Entertained a belief
that this Defendant thought at the same time that the Sum of
hundred Rupees was too Small and Inconsiderable an Allowance
On the Contrary this Defendant thought it a proper and Sufficient
Allowance and the Allowance to another person is not considered
Matter of Right but of Indulgence And this the Replicant
knew Accepted of as he left it to this Defendant as mentioned in
this Defendants said Answer: This Defendant Absolutely denies
that the said Ships Lawrence Which the said Replicant Commanded
did as aforesaid in Near Six hundred Tons Burthen or the
Replicant Unjustly Asserts on the Contrary this Defendant
that the said Ships are not more than Four hundred and fifty
This Defendant further Saith that he doth Still humbly
that it was the Custom at this Port for Country Commanders of Ships
Of suffle Eighty or Eighty four Rupees p Month as Pay or
One Eighth part Commission Privilege and
that any Charges for that may be Allowed or by Agreement
Said Owners and Contracting for Custom Wages
this a Ships is only Employed on Coasting
Down the Coast Not a Commander without an
Contrary to and Custom
And the Charges

their Employment of the Service a Ships is Employed on as Well as Owners
If this was a proper Service for the said Ships to be Employed in for
and on Account of the Owner why and for and on Account of the
Commander. And if the Replicant thought it was not so why
did he undertake the Command of her, and if the Replicant
Expected any Particular Allowance for such this Service why
Did he not Stipulate for it Previous to his undertaking the
Command. This Defendant further Saith that the Services if
the Replicant was Intitled to the Exorbitant Charge of Three
hundred and Fifty Rupees a Month for Pay and Privilege as
Charged by him, he could not in that Case be Intitled to Wages
for a Cook and Butler and Particularly as the Exorbitant Rate
Which he has Charged in the Account Annexed to his said Bill was
Could he in that Case as this Defendant Conceives be Intitled to
Pallankeen hire or House Rent Notwithstanding the Replicant so
Peremptorily Asserts in his said Replication that those Charges are
Such as cannot be Objected to, those Charges should in that Case
Surely come out of the Wages and Privilage of a Commander This
This Defendant was Willing to Allow those Charges Besides Two
hundred Rupees a Month for the Replicants Pay and Privilege
As Set forth in this Defendants said Answer, But cannot look
upon the Replicant Intitled to Three hundred and fifty Rupees
a Month and those Charges also, Nor to Three hundred and
fifty Rupees a Month at any Rate, for the Reasons herein before
And in his this Defendants said Answer Set forth. This
Defendant doth still Object to this Charge of One hundred and
Two Rupees for Wages for a Chief Officer for the Reasons set forth
in his said Answer, and Saith the Reasons the Replicant gives
for his Appointing a Chief Officer to the said Ships are Vague
and Insufficient. Nor can this Defendant by any means
Admit that there was any Just Cause or Reason for his doing so,

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Nevertheless this Defendant Admits that the said Person for whom the Replicant hath Charged the said Wages did Serve the Ship Charged for, This Defendant does not therefore think that the Replicant by any Means Authorized to make such Charge on this Defendant liable to pay the same or any part thereof for Answer that Shortly after the Ship Sovereign was put under the Command of a Master belonging to this Defendant by which the said Ship, on the Contrary this Defendant saith that the Said Master was only put on Board a Vessell to Watch him on Account of the things that passed on Board & Refused to Do with the Consent of the said Vessell, And this Defendant Observes that the Reason that Replicant gives Why he did not Discover the said Master was owing to a Month's Pay which being due to him was about a Month before with the said Replicant had Advances from the Ship and Account of his Wages as per Order dated the [illegible] One Thousand Seven hundred and [illegible] Which Replicant on the Account Annexed to his said Bill Charges for One Month and Fifteen Days Wages which Appears by the said Replicants own Bill that the Replicant Man than the said Forty Rupees in Account of his Wages, All the he Charges Sixty Rupees in Account Does it Not Appear that he paid the said Forty Rupees if he did this Defendant reserved About the said the Reasons before and in this Defendant saith But at any Rate the Replicant could not be Entitled Even if the Appointment and [illegible]

Consequently not Entitled to make the said Charge Nor this Defendant Answerable for it This Defendant doth also still Object to the Charge of Twenty four Rupees for a Gunners for the Reasons set forth in this Defendants said Answer And Saith the Reasons Given by the Replicant for Stopping the said Gunner or Francisco Rebeyro Wages, if so he has, Which this Defendant does by no means Admit, And also what he Sets forth Regarding this Defendant Stopping the said Gunner, are meer Matter of Evasion and cannot by any Means Justify the Replicants said Unjust Charge This Defendant Continues there is no Right of Detainer and Absolutely in the Replicant, as Commander of the said Ship, Giving a Certificate of the time the said Francisco Rebeyro Joined the said Ship & Ascertain the time for this Defendant Stopping the said Francisco Rebeyro's Wages, and then pretending Further Replicant Paid them himself This Defendant can by no Means Admit that the Replicant Paid the Forty One Pagodas and Six fanams, Advanced him by this Defendant as Set forth in his said Answer, for the Purpose of Six Seacunnies, as he pretends, and further Says as the Replicant has Charged Forty five Rupees for Seacunnies and Lascars, As well as other Charges for Wages and Imprest, the Replicant should therefore have Given this Defendant Credit for the said Sum of Forty One Pagodas and Six fanams, and this Defendant humbly hopes this Honble Court will Think him Intitled to have Credit for the said Sum in Account with the Replicant Exclusive of any Separate Demand which the said Replicant pretends he Made to the Seacunnies for Wine This Defendant doth still Insist he was ready and Willing and did Offer to Pay the Replicant what he thought him Intitled to Previous to the Commencement of the said Action, As Set forth in his said Answer And therefore doth still Plead the Same in Bar of Interest as Provided for by the Replicant This Defend

Absolutely denies that the this Defendant Attorney did on his Absence Offer to have the Said and Matter in Dispute Settled by Arbitration But saith the this Defendant Attorney on Application to him by the Complainant to have the said Matter Referr'd to Arbitration did Consent there to on Condition that the Complainant would Pay the Costs of this Suit as far as the same had then been Proceeded in which he refused, and till he found this Defendant was daily Expected to Arrive here, whereof he Complained But the Complainant having before Defendant Attorney Left this Place, he this Defendant said Attorney then thought it would be more Prudent to Refer the said Matter of Reference and Leave it to this Defendant to do in what he thought Proper in the said Affair on his Arrival And therefore Saith the Complainant never did make any such Offer to him the Defendant But Instead thereof Proceeding in his said Suit Therefore what this Complainant now Insists about a Reference to Arbitration is since Matter of Evasion which cannot Avail him or Justify the said Action and Proceedings Against this Defendant And this Defendant Lastly Saith he believes he hopes it will Clearly Appear to this Honble Court by what is herein before and in this Defendants said Answer Set forth that the Complainants said Action and Proceedings Against this Defendant And this Defendant Lastly saith he believes he hopes it will Clearly Appear to this Honble Court by what is before and in this Defendants said Answer Set forth that the said Action and Proceedings Against this Defendant Ought to be Dismissed and without any Warrant of Law and Justice

All which Matters and things this Defendant is ready and Willing to aver Justify Maintain and prove as this Honble Court shall Award and direct and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained

306. 317. 306

Interrogatories to be Administered to Such Witnesses as shall be produced Sworn and Examined in a Certain Cause Now Depending and at Issue in the Honble the Mayor's Court of Madras at Madras wherein Joshua Trimble of Madras Mariner is the Complainant and Edward Monck Town of the same place Merchant is the Defendant on the part and behalf of the Complainant

To all the Witnesses &c. Do You know the Parties Complainant and Defendant in this Cause or either of them If Yea, how long have You so known them or either and which of them Declare

To Archibald Howard and Robert Tompson and Thomas Worsfold

2. Have You or have You not for Some Years Past been Commander or Master of a Vessell or Vessells on the Seas and on different Parts and Places in India from the Coast of Choromandel and was You or was You not Commander of a Vessell from the said Coast sometime in or about the Twenty first day of July which was in the Year of Our Lord One Thousand Seven hundred and Seventy One of what Burden or Burthen any Sort was the said Vessell and whether the said Vessell was a Ship or Snow or and what Play and what Poove Ledge or what Sort You Received Monthly or otherwise as Play and Poovie Ledge in or about the aforesaid Month of July in the aforesaid Year as Commander of the said Ship or Snow or other Vessell You then Commanded and if You were allowed by the Owners of the said Ship or Snow in or about the said Month of July in the aforesaid Year and what Time After the said Time any Servant or Servants if Yea declare what Servant or Servants and what Sum or Sums You was Allowed for the Pay of the said

Servant

Ingrossed or Ingrossed and if You had or had not Some and what Allowance made You or Agent or Agents for the Ingrossing or Telling over and Engrossment thereof and if You declare what Sum or Sums was Allowed for a Telling over or the Engrossment thereof and if the said Allowance for a Telling over and also for Ingrossment whether or Not over and above the Allowance of a Chaplain Servants on board and the Sum You received by way of prest Freight on board the aforesaid Ship or Ships, Whether was the Accustomary Annual and Usual Allowance and prest Freight and Privilege and Power in that behalf or in Lieu and Compensation of Vessells of the Burden of the Vessell You Commanded before the Month of July in the aforesaid Year and whether Accustomary annual and Usual Allowances and what and Privilege were made and Granted in that behalf and in Lieu and Compensation or Number of Vessells of Burden and before the Month of July in the aforesaid Year of Our Lord One thousand Seven hundred and Seventy One

To Ditto 3d Do You or did You not take upon You the Care and Custom of the Seas for Command of Vessells to Pray and be Accountable to the Officers of the Vessell for his Command for three pay and Provisions and what Sum or Allowance for Pay and Provisions was a Chief Officer

To Ditto 4th Did You or did You not impress any Seamen by or on Board the Ships Swan and Vine by whose Order did You impress the said Seamen how soon after the said Vessell and what Sum Pay the said Seamen by way of Impress and each of them and at what time and where was the said Vessell Laying at the time When You impressed the said Seamen and do You know any More and how Many and if there were any More impressed at the said time by or on Board those Ships

To Ditto 5th Do

Goods Mentioned in the Proceedings in this Cause If You know Him how You knew him and by what way or Means You became acquainted with him If You ever received any Orders to pay or advance him any Sum or Sums of Money If You say Whom did You receive the said Orders and on what Account If You ever paid or Advanced him any Sum or Sums of Money and by whose Orders and on what Account and in what Station Capacity or Employment was the said Mate Goods at the time You became Acquainted with him and Advanced him the said Sum or Sums

To Ditto 6th Do You or do You not know of any Sum or Sums of Money being Advanced the Complainant in this Cause by the Defendant for the impressing of Certain and what Number of Seamen If You what was the Account of the said Sum or Sums of Money Advanced on the said Account by the said Defendant and if at the time or at Short time after the Receipt of the said Sum for the aforesaid Account and purpose the Complainant did or did not order You to go to the Defendants Dubash with the same and what Message respecting the Exchange of Rupees on Account of the said Seamen Desiring them to pay so at the Exchange of three Rupees and One half for One Pagoda and what Answer do You know the Defendant returned thereto and if You do or do not know that the said Sum Advanced by the Defendant to the Complainant was or was not paid after the said Exchange on what other Exchange

To all the Witness 7th Do You know of any other Matter or Thing or have Your hand or Can You tell of or to any thing Touching the Matters in Question in this Cause that May Tend to the Benefit or Advantage of the Complainant If You Declare the same as You know have been informed or do believe together with the Reasons of Such Your belief as fully as if You had been thereunto Particularly

Particularly Interrogated — Henry Dil Play
Messenger for the Compt

Mayor's Court
at Madraspatam

Benson Joshua Smith of
Madras Mariner Complainant and
Edward Monckton of the Same Place
Merchant Defendant
On the Part of the Complainant

Deposition of Witness taken in this Cause
and before the Examiner in this Court as follows viz
Archibald Howard of Madras Mariner Aged
35 Years being Produced as a Witness in this Cause on the Part
of the Complainant was on the 8th Day of June 1773 Sworn
to Mr John Lyke who is Attorney for the Defendant to Com-
pare any Servant who also left Some Note of the Name Letters
Place Labode of the said Deponent and afterwards on the
Day being Sworn and Examined Deposeth as follows viz

1st To the first Interrogatory this Deponent saith that he doth
the Complainant Joshua Smith well in this Cause and that he
is Known Near Seven Months Imprisonment but that he
also Knows the Defendant Edward Monckton in this Cause
that he hath so Known Near Seven Years Imprisonment but
Saith not to the rest Interrogatory

2d To the 2nd Interrogatory this Deponent saith that he doth

And that he was Commander of a Ship of Five Hundred Tons
Burden from the said Coast some time in or about the Twenty
first Day of July which was in the Year of Our Lord One Thousand
Seven Hundred and Seventy One — that this Deponent did
know was Commander of the said Vessell Eighty Current Rupees
p Month as Pay in the aforesaid Month of July in the aforesaid
Year — And was Allowed One Eighth Concern in the Cargoe of
the said Vessell as Privilege and was Obliged in Consideration
thereof to pay as their Privilege to his Chief and Second Officers
One Hundred Arcott Rupees p Month and that this
Deponent was Moreover Allowed by the Owners of the said
Ships a Charge of Twelve Arcott Rupees p Month for a Cook,
in the aforesaid Month of July in the said Year One Thousand
Seven Hundred and Seventy One — that this Deponent had
Not any Allowance Made Him while on Shore for the keeping
a Palenquin or for the Payment of House Rent that the Allowance
to a Commander of any Vessell for Pay is and was always
Eighty Arcott Rupees p Month from this Coast that there is
Not neither was there in the said Month of July and in the
said Year One Thousand Seven Hundred and Seventy One
any General Allowance for Privilege or Otherwise to any
Commanders of Vessells — That it depended upon their Own
Agreement with the Owners of such Vessells, that some Allowed
One Eighth Concern in the Cargoe of the Vessells and others
Stipulated a Particular Sum Monthly, and which was no
General Sum to the Commanders of those Vessells whether
of Four or Five hundred Tons Burden and before the
Month of July in the aforesaid Year One Thousand Seven
Hundred and Seventy One — And that the Allowances for
Servants Palenquin Fire and House Rent depended also
upon the Owners of the Vessells — Saith Allowing Three and
three

Others not — And more saith not to this Interrogatory —

To the third Interrogatory this Deponent saith that by the Custom of the Seas for the Commander of a Vessell to pay and be Accountable to the Officers of a Vessell under his Command for their Pay and Privilege — that the usual Allowance for a Chief Officer is fifty Arcott Rupees p Month for Pay and Sixty Arcott Rupees p Month for Privilege from this Coast besides an Allowance of Five Arcott Rupees p Month for a Servant in a Vessell of Four Hundred Tons Burden — And more or less in Proportion to the Size of the Vessell — And more saith not to this or the last Interrogatory —

Hall Plumer
Examined

Arch.d Stennard

Mayor Court at
Madrasspatnam

Between Joshua Smith of Madras Merchant Complainant and Edward Monckton of the same Place Merchant Defendant

On the Part of the Complainant

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

Robert Thompson of Madras Mariner aged Fifty Years being Produced as a Witness in this Cause on the Part of the Complainant was on the 12 Day of May 1737 Sworn to Mr. John Lubbock one of the

Sixth and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.t

To the first Interrogatory this Deponent saith that He doth Know the Complainant Joshua Smith in this Cause and hath that he hath been Known these four Years or thereabouts — And he doth also Know the Defendant Edward Monckton in this Cause and that he hath been Known these between four and Six Years — and More saith Not to this Interrogatory —

To the Second Interrogatory this Deponent saith that he has been for some Years past Commander of Vessells in the Seas and in Different Parts and Places in India from the Coast of Coromandel And that He was Commander of a Ship called the Lordeen Trader from the said Coast some time in or about the Twenty first Day of July which was in the Year of Our Lord One thousand Seven Hundred and Seventy One of three Hundred and Eighty or Four Hundred Tons Burden and that in the aforesaid Month of July this Deponent received as pay as Commander of the said Vessell Eighty Arcott Rupees p Month And at the Rate of Four Thousand Arcott Rupees p Annum as Privilege and that he did Charge the Owners of the said Ship in the said Month of July in the aforesaid Year Twelve Arcott Rupees p Month for the Pay of a Cook — And that such Charge was Never Objected to by the said Owners of the said Ship That in the said Month in the aforesaid Year this Deponent had no Allowance Made him while on the Shore for the keeping a Palleaguere or for Payment of House Rent That the Arcott Many General and Usual Allowance unto Commanders of Vessells of Four Hundred Tons Burden in and before the Month of July in the aforesaid Year of Our Lord One thousand Seven Hundred and Seventy One in which Eighty Arcott Rupees

P

P Month as Pay and for the said Sicca Rupees P Annum as Privilege whether reported or not therein that whereas Pilot where the Owners of the Vessell are not present it is usual for them to allow Us to Examine whatever Expences the said Commander of such Vessell may have been at for Pallinguin hire and House Rent and also Twelve Sicca Rupees P Month for a Cook and in General Twelve Sicca Rupees P Month More for a Butler And that this Defendant imagines that the Privilege found and that only would be whether in Proportion to a Commander of a Vessells of five Hundred Tons Burden as it is usual to allow According to the Size of the Vessell And more saith not to this Interrogatory

3d

To the third Interrogatory this Deponent saith that it is on the Option of the Owners and on General Custom either for Commanders of Vessells to pay or not Pay but if not Accountable to or not Accountable the Officers of any Vessell under their Command for their Pay and Privilege that the usual Allowance on the aforesaid Months and on the said Year One Thousand Seven Hundred and One and before that time was about Eight Hundred Sicca Rupees P Month Privilege to the Chief Officer Sixty Sicca Rupees P Month as for Pay Rupees P Month for a Servant and the Chief Officer of a Vessell of five Hundred Tons Burden and that to the Chief Officer of a Vessell of five Hundred Tons Burden the Pay and Allowance Month would be the same And the Privilege as the Chief Officer Thousand Sicca Rupees P Annum According to the best of this Deponents Knowledge and Belief and more saith not to this Interrogatory

4th

To the last Interrogatory this Deponent saith that the said Allowance

Seven Hundred and Seventy One was that he was in Port where the Owners of the Ship under his Command were Present And that in such Case it is not usual for any such Allowances to be Made that had this Deponent been as he was at any other Port at that time he should have been Allowed for Pallinguin hire and House Rent As he has always been Allowed such Pallinguin hire and House Rent And this Deponent further saith that he believes that a Commander of any Vessells is Accountable to any Officer he May Remove Ship on Board such Vessell under his Command for his Pay and Privilege but that if such Officer is Shipped by the Owners of the said Vessell the said Owners Must be Accountable for the Same and more saith not to this Interrogatory

Hall Plumer
Examined

Robert Thomson

Mayors Court at Madraspatnam

Between Joshua Trimble of Madras Mariner Complainant and Edward Monckton of the same Place Merchant Defendant

On the Part of the Complainant

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

Thomas Horsford of Madras Mariner Aged 33 Years being Produced as a Witness in this Cause on the Part of the Complainant was on the 2d day of May 1773 Sworn by Mr John Sykes who is Attorney for the Defendant by Cundapa his Servant who also left Here a Note of his Name Title and Place of abode

abode of the said Deponent and afterwards to see the same Deponent being Sworn and Examined Deposeth as follows viz.

1st. To the first Interrogatory this Deponent saith he doth know Buchoo Complainant Defendant in this Cause and that he hath known him Twelve Months or thereabouts And that he doth know the Defendant Edward Monckton in this Cause and he hath so known him Five Years or thereabouts And saith not to the Interrogatory

2d. To the Second Interrogatory this Deponent saith that he for Four Years and an half past been Commander of Vessels on the Seas and on Different Parts Places and Ports from the Coast of Coromandel and that he was Commander of Sloops of about Four Hundred Tons Burden called the Mauveau and belonging to this Coast But at that Time about the Twenty first Day July which was in the Year of Our Lord One Thousand Seven hundred and Seventy One at the said Time this Deponent was Allowed Monthly Pay and Privilege Three Hundred and Sixty Arcott Rupees of which this Deponent was to pay the Officers belonging to his Sloop their Privilege which he Accounts to One Hundred and Twenty four Arcott Rupees p Month which left for the Deponent as Commander of the said Vessell the Sum of Two Hundred and fifteen Arcott Rupees p Month as Pay and Privilege And that this Deponent was Allowed as the Said Month in the said Year by the Owners of the said Sloop Arcott Rupees p Month for a Boat Gunner for Seven for a Servant Boy and that on the aforesaid and on the aforesaid Year this Deponent had Arcott Rupees Made Good to him

said Month of July and in the aforesaid Year Customary for Commanders of Vessells to be Allowed Palanquin hire or House in any Port to the Eastward that in any other Port where the Owner of a Vessell owned it was usual to and before the said Month of July and in the aforesaid Year One Thousand Seven Hundred and Seventy One to Allow to the Commanders of Vessells whatever Expence they Might be Obliged to put themselves to while on Shore for Palanquin hire and House Rent That there was Absolutely general Rule for the Allowance of Pay and Privelege to Commanders of Vessells that it alter According to Agreement with the Owners of such Vessells But that this Deponent thinks that the Madrass and General Allowances given on Port and on the Seas to Commanders of Vessells the same Burden as this Vessell this Deponent Commanded or Vessells of four Hundred Tons in and before the said Month of July in the aforesaid Year of Our Lord One Thousand Seven Hundred and Seventy One were the Same that he received as aforesaid or should have received had he been in any other Ports Except those to the Eastward And saith not to this Interrogatory

3d. To the third Interrogatory this Deponent saith that in the Coast of the Seas for Commanders of Vessells in General to pay the Officers of a Vessell under his Command their Pay and Privilege because it is Customary for the Owners of Vessells to pay the said Pay and Privilege of Officers to the said Commander But that this Deponent Does not think that in Case of any failure of the Owners the Commander of such Vessell would be Accountable to the Officers of such Vessell under his Command for their Pay and Privilege the usual Allowance for Pay and Privilege to Chief Officers and One Hundred and Two Arcott Rupees p Month to One Hundred and Thirty Arcott Rupees According the Size of the Vessell for

Vessells of Two Hundred Tonns or Three of Four Hundred Tonns Burthen
And more or Less and to this or the Last Interrogatory

Hall Plumer
Examind

Thomas Worsfold

Mayor Court at
Madraspatnam

Between Joshua Trimble of Madras Mariner Complainant
and Edward Monckton of the same
Place Merchant Defendant

On the Part of the Complainant

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

Thomas of Madras Dubash Aged 34 or 35 Years
Produced as a Witness in this Cause on the Part of the Complainant
was on the 20th Day of May 1773 Sworn and Examined
of Mr. John Lykes who is Attorney for the Defendant
Cundapah my Servant who also left Him a Note of the Name
Title and Place of abode of the said Deponent and afterwards
the same Day being Sworn and Examined Deposeth
To the first Interrogatory this Deponent saith that he doth
the Complainant Joshua Trimble in this Cause mentioned
is Known to this Deponent for four or five Years And that he doth
the Defendant Edward Monckton in this Cause named
hath as Known to this Deponent for three Years or thereabouts And
Saith not to this Interrogatory
To the fourth Interrogatory

31st

Vessell by Order of Joshua Trimble the Complainant in this Cause
And that He paid to Each of the said Seamen Twenty four Arcott
Rupees by way of Imprest That this Deponent does not perfectly
Recollect the Month and Year but Knows it was Near Two
Years Ago And that the said Vessell was laying in Madras
Road at the Time he so imprested the said Seamen and that
the said Joshua Trimble who was then this Deponents Master
told Him that He had got Two More Seamen to go on Board the
said Ship And more saith not to this Interrogatory
To the fifth Interrogatory this Deponent saith that He doth Know
a Person named Strode but whether Steele Strode or not or whether
or not He is mentioned in the Proceedings in this he Knows
Not And that He has Known the said Strode near Two Years
That this Deponent was sent by his Master the Complainant
in this Cause to the said Strode with Orders from the said
Master to Advance for the said Strode for any thing He might
want as far as Forty Arcott Rupees That this Deponent
Knows not how what Account And that this Deponent did
Accordingly buy Cloth Linen for and Advance Money to the said
Strode to the Amount of the said Forty Arcott Rupees as Ordered
by this Deponents Master the Complainant aforesaid And
that this Deponent believes the said Strode was Mate on Board
the said Vessell Lauriston at the Time this Deponent became
Acquainted with and Advanced Money for Him as aforesaid
And more saith not to this Interrogatory
To the Sixth Interrogatory this Deponent saith that He does Know
of a Sum of Money but how much He does not Know being
Advanced by the Defendant in this Cause to the Complainant
and which this Deponent believes was for the encouraging of
Seamen but how many this Deponent Knows not That this
Deponent

Deponent was sent by his said Master the said Complainant
said that if he should Offer to Pay one Pagoda this Deponent was
to Receive them at the Exchange of Rupees for the Day That in
Consequence of this Carrying the said Chit the said Defendant
Dabash Offered to Pay this Deponent Some Pagodas which this
Deponent declared he would not at the Exchange of Rupees for the Day
as directed by his Master that the Defendant Dabash hearing
Acquainted his Master of such this Deponents Request the
Defendant came out and said that he always paid at the Rate
of Three and an half Rupees for One Pagoda that this Deponent
Not being willing to receive the Money at that Rate the said
Defendant gave this Deponent a Chit to the Complainant in
Consequence of which the Complainant went to the House of
Defendant whereafter Waiting for Some Time the Defendant
Paid the Complainant Some Money but how much he does
not Know at what Exchange this Deponent Received and That just as
the said Complainant had Received the said Money from
this Deponent Some Pagodas telling How to Pay to the said
Four Seamens that this Deponent had Compounded and Agreed
Twenty Four Arcott Rupees Each that this Deponent thereupon
Offered to Pay the said Seamens at the Rate of Three and an half
Rupees for One Pagoda they refused to be paid at that Rate
And this Deponent was Obliged to get the said Pagodas Exchanged
into Rupees for the Purpose of Paying the said Pagodas which
More saith not to this Interrogatory

To the 6th Interrogatory this Deponent saith that when he
Advanced to the Amount of the said Forty Rupees to the Defendant
Hyde Hetherington Record Came this Deponent Hyde for the said
And which Record

Said Forty Rupees He had so Advanced to the said Hyde Hetherington
Saith not to this Interrogatory

Hall Plumer
Examined

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Defendant in a Certain Cause now depending and at Issue in the Worshipful the Mayors Court at Madras Patnam wherein Joshua Trimble of Madras Mariner is Complainant and the Honble Edward Monckton of Fort St George Esqr is Defendant

To all the Witnesses

1st Do You know the parties Complainant and Defendant in this Cause or either of them If Yea, How long have You known them or either and which of them? Declare

To Capt.n Tho.s Worsfold
Capt.n Rob.t Thomison
Mr. Antonio De Souza
Mr. John De Fries
Capt.n Archib.d Menzies
Capt.n 2nd Walter Jervis

2. Do You or do You not know whether it is or is not Usual at Madras to make a Particular Agreement between an Owner of a Ship or Vessell and a Commander and whether in Case one Agreement is made between such Owner and Commander as to Pay Privilege or Allowance to the Commander it is or is not the Established Custom of this Place for the Commander to have Eighty or Eighty five Rupees a Month Wages and One Eighth part Cowan in the Cargo of a Ship or Vessell for Privilege and whether in the latter Case a Commander can or cannot by the Customs of this Place Demand more than the said Wages and One Eighth Cowan in the Cargo for Privilege? How whole of these Matters According to the best of Your Knowledge Remembrance Information and

Deponent was sent by her said Master the said Complainant
said that if he should offer to Pay in Pagodas this Deponent
to know them at the Exchange of Rupees for the Day that on
Consequence of this Carrying the said Chest the said Defendant
Dubash offered to Pay this Deponent Seven Pagodas which the
Deponent deemed to receive at the Exchange of Rupees for the
as directed by his Master – that the Defendants Dubash being
Acquainted by his Master of such this Deponents Regard this
Defendant came and said, that he always paid after the Rate
of Three and an half Rupees for One Pagoda – that this Depo
Not being willing to receive the Money at that Rate the said
Defendant gave this Deponent a Chest to the Complainants
Consequence of which this Complainant went to the House
Defendant where after Talking for some Time the Defendant
Paid the Complainant some Money but how much he
at what Exchange this Deponent Knows not but
the said Complainant had Received the said Money
this Deponent some Pagodas telling him to Pay
Four Fanams – that this Deponent had computed
Sworn by from about Rupees Eight that this Deponent
Offered to Pay the said Fanams at the Rate of Three
Rupees for One Pagoda – they refused to be paid
And this Deponent was Obliged to get the said Pago
into Rupees for the Purpose of Paying the said Pago
More saith not to this Interrogatory –

To the last Interrogatory this Deponent saith that when
Adamson & Hall Attorneys of the said Forty Rupees to the
Hyde Hitchcock & Record Complainants Agent

Said Forty Rupees He had so Advanced to the said Hyde & Andamore
Saith not to this Interrogatory

Hall Plumer
Examined

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined on the part and behalf of the Defendant in a Certain Cause now Depending and at Issue in the Honble the Mayors Court at Madras patnam wherein Joshua Trumble of Madras Mariner is Complainant and The Honble Edward Monckton of Fort Saint George Esqr is Defendant

To all the Witnesses

1st Do You know the parties Complainant and Defendant in this Cause or either of them? If Yea, How long have You so known them or either and which of them? Declare

2. Do You or do You not know whether it is or is not Usual at Madras to make a Particular Agreement between an Owner of a Ship or Vessell and a Commander and whether in Cases no Agreement is made between such Owner and Commander as to Pay Privilege or Allowance to the Commander it is or is not the Established Custom of this Place for the Commander to have Eighty or Eighty five Rupees a Month Wages and One Eighth part Concern in the Cargo of a Ship or Vessell for Privilege? and whether in the latter Case a Commander can or cannot by the Custom of this Place Demand more than the said Wages and One Eighth Concern in the Cargo for Privilege? The whole of those Matters According to the best of Your Knowledge Remembrance & Information

To Capt.n Tho.s Worsfold
Capt.n Rob.t Thomson
Mr. Antonio De Souza
Mr. John De Fries
Capt.n Archib.d Menzies
Capt.n and Walter Ferrier

and Likewise fully and Particularly Declare

To all the Witnesses } 3. Do You know of any other Matter or Thing or how Ye have or can Your Self for the any thing touching the Matter in Question in this Cause that may tend to the benefit or Advantage of the Defendant, If Yea, Declare the same as You know have been informed or do believe together with all the Reasons of such Your Belief as fully as if You had been thereunto Particularly Interrogated

John Hill
Attorney for the Defendant

Mayor's Court at
Madraspatnam

Between Joshua Trimble of Madras Mariner Complainant and Edward Monckton of the same Place Merchant Defendant

On the Part of the Defendant

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

Thomas Horsfold of Madras Mariner Aged 30 Years being Produced as a Witness in this Cause On the Part of the Defendant was on the 4th Day of June 1755 Sworn and Examined by Henry Du Pay who is Attorney for the Complainant by Candapah my Servant who also left Him a Note of the Name Title and Place of abode of the said Deponent and of the Day Time and Day being Sworn and Examined Deposeth as follows

To the first Interrogatory this Deponent saith that he knows the Complainant Joshua Trimble in this Cause and that

and that He hath been Known to Him Four Years or thereabouts And More saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that it is usual at Madras to make an Agreement between an Owner of a Ship or Vessell and a Commander as to Pay and Privilege to the Commander That such Agreement is some times made in Writing but in Common Verbally and that in Case no Agreement is made between such Owner and Commander as to Pay Privilege or Allowance to the Commander it is the established Custom of this Place for the Commander to have Eighty five Rupees a Month Wages as this Deponent believes having Always had it himself and One Eighth Part Concerning the Cargoe of a Ship or Vessell for Privilege And that in Case no Agreement is made this Deponent is of Opinion that a Commander Cannot by the Custom of this Place Demand more than the said Wages and One Eighth Concern in the Cargoe for Privilege And More saith not to this or the last Interrogatory

Hall Plumer
Examined

Thomas Horsfold

Mayor's Court at
Madraspatnam

Between Joshua Trimble of Madras Mariner Complainant and Edward Monckton of the same Place Merchant Defendant

On the Part of the Defendant

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

Antonio de Souza of Madras Merchant Aged 38 Years being Produced as a Witness in this Cause On the Part of the Defendant was on the 4th Day of June 1755 Sworn and Examined by Mr Henry Du Pay who is Attorney for the Complainant by Candapah my Servant who also left Him a Note of the name Title and Place of abode of the said Deponent and

and afterwards On the same Day being Sworn and Examined
Deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith that He Knows the
Complainant Joshua Trimble in this Cause and that he hath so
Known Him One Year or thereabouts And that He doth Know
the Defendant Edward Monckton in this Cause and that he hath
so Known Him Two Years or thereabouts And more saith not
to this Interrogatory

2 ——— To the Second Interrogatory this Deponent saith that it is usual
at Madras to make a Particular Agreement between an Owner of
a Ship or Vessell and a Commander as to Pay Privilege or
Allowance to the Commander And that in Case no Agreement
is made between such Owner and Commander as to Pay Privi-
lege or Allowance to the Commander it is the general Custom
of this Place for the Commander to have Eighty Rupees a
Month Wages and One Eighth Part Concerning the Cargo of
Ship or Vessell for Privilege And that in Case no Agreement
is made a Commander cannot by the Custom of this Place Demand
More than the said Wages and One Eighth Concerning the Cargo
for Privilege And more saith not to this or the last Interrogatory

Hall Plumer
Examined

Antonio de Souza

Mayor's Court at
Madraspatnam

Between Joshua Trimble of
Madras Mariner Complainant and
Edward Monckton of the same Place
Merchant Defendant
On the Part of the Defendant
Deposeth

before the Examiner in this Court as followeth
John de Jong of Madras Merchant Aged 38 Years being
Produced as a Witness in this Cause on the Part of the Defendant
was on the 4th Day of June 1773 Signified to Mr. Henry Du Pre
who is Attorney for the Complainant by Cundapah my Servant
who also left Him a Note of the Name Title and Place of abode of
the said Deponent and afterwards on the same Day being Sworn
and Examined Deposeth as followeth

——— To the first Interrogatory this Deponent saith that He doth Know
the Complainant Joshua Trimble in this Cause and that He hath
so Known Him Two or three Months And that He doth also
Know the Defendant Edward Monckton in this Cause and
that He hath so Known Him Four Years or thereabouts And
More saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that it is usual
at Madras to make a Particular Agreement between an Owner of
a Ship or Vessell and a Commander as to Pay Privilege or Allowance
to the Commander it is the General Custom of this Place for the
Commander to have from Eighty to Eighty Four Rupees a Months
Wages and One Eighth Part Concerning the Cargo of Ship or Vessell
for Privilege And that in Case no Agreement is made a Comman-
der cannot by the Custom of this Place Demand more than the said
Wages and One Eighth Concerning the Cargo for Privilege And
More saith not to this or the last Interrogatory

Hall Plumer
Examined

John de Jong

Mayor's Court at
Madraspatnam

Between Joshua Trimble of
Madras Mariner Complainant and
Edward Monckton of the same Place
Merchant Defendant
On the Part of the Defendant
Deposeth

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

Archibald Stewart of Madras Mariner Aged 33 Years being Produced as a Witness in this Cause on the Part of the Defendant was on the 4th Day of June 1773 by Consent Examined by Henry Du Puy who is Attorney for the Complainant by Commission to my Servant who also left Him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith that he doth Know the Complainant Joshua Trimble in this Cause and that he hath to Known Him for Twelve Months or thereabouts And that he doth also know the Defendant Edward Monckton in this Cause and that he hath to Known Him Two Years or thereabouts And more saith not to this Interrogatory

2 ..... To the Second Interrogatory this Deponent saith that he hath usual at Madras to make a Portion or Agreement between an Owner of a Ship or Vessell and a Commander as to Pay Privilege or Allowance to the Commander and that in Case no Agreement is so made between such Owners and Commanders as to Pay Privilege or Allowance to the Commander it is the Genral Custom of this Place for the Commander to have Eighty Rupees a Month Wages and One Eighth Part of the Cargo of a Ship or Vessell for Privilege and that in the Case of no Agreement this Deponent has Known the Commander

Mayors Court at Madraspatnam

Between Joshua Trimble of Madras Mariner Complainant and Edward Monckton of the same Place Merchant Defendant

On the Part of the Defendant

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

Walter Farrer of Madras Mariner Aged 32 Years being Produced as a Witness in this Cause on the Part of the Defendant was on the 4th Day of June 1773 by Consent Examined at the Office of Mr. Henry Du Puy who is Attorney for the Complainant by Commission to my Servant who also left Him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith that He doth Know the Complainant Joshua Trimble in this Cause and that He hath to Known Him near Twelve Months or thereabouts And that He doth also know the Defendant Edward Monckton in this Cause and that He hath to Known Him Two Years or thereabouts And more saith not to this Interrogatory

2 ..... To the Second Interrogatory this Deponent saith that it is usual at Madras to make a Portion or Agreement between an Owner of a Ship or Vessell and a Commander as to Pay Privilege or Allowance to the Commander and that in Case no Agreement is so made between such Owners and Commanders as to Pay Privilege or Allowance to the Commander it is the Genral Custom of this Place for the Commander to have Eighty Rupees a Month Wages and One Eighth Part of the Cargo of a Ship or Vessell for Privilege and that in the Case of no Agreement this Deponent has Known the Commander

Commander Council by the Custome of this Place do humbly move
that the said Wages and One Eighth Concession be Confirmed
And may Continue not to Him or the Last Intermarry

Hall Plumer
Examined

Walter Graves

Filed 23 August 1773

To the Honble the Mayor
Court at Madraspatan

Humbly Complaining Sheweth unto

Humble Your Orator William Cardigan of Madras Merchant
the Last Will and Testament of Joshua Symble late of
Marine Deceased that whereas the said Joshua Symble
did on his Life time which was on or about the Tenth day
in the Year of Our Lord One thousand Seven hundred and
One file a Bill of Complaint against the Honble Edward
Monckton of Portland Grove Esquire for the Sum of Three
fifty four Pagodas and Forty Six Cash whereto the Defend
Current Answer and the said Bill of Complaint
the said Edward Monckton did put in his Answer and there
Joshua Symble did put in a Replication and the said
Monckton did Rejoin thereupon whereby issue
joined and Sundry Rules and Orders
Witnesses and Witnesses have been examined on the
Joshua Symble and also on the part of the said Edward
but before Publication could take place the said Joshua D
as and by his Last Will and Testament Nominated
to be his sole Executor and Your Orator having

Monckton — To the End therefore that the said Edward
Monckton May Shew Cause if he can why the said Suit Should
not be Revived Against him the said Edward Monckton and stand
in the same Plight and Condition as the same was in at the time
of the Decease of the said Joshua Symble and that the same may
Stand Revived Accordingly

May it Please this Honble Court to grant unto
Your Orator a Summons to Revive to be directed unto the said Edward
Monckton thereby Commanding him in a certain day therein to be
Limited Personally to be and Appear before this Honble Court then and
there to Shew Cause why the said Suit Should not be Revived and further
to Stand to and abide by Such Order Direction and Decree as to this
Honble Court shall Seem Meet

Henry Du Pre
Attorney for the Complainant

Extract of a Letter from Mr. Alexander Davidson
Dated St. Davids 17th Sept. 1771 to the Honble Edward
Monckton Esq.

"I made No Agreement with Symble Jewish
"I had to have prevented his bringing Troubles on to You Hold them
"Verbally that I did not Say if he behaved in a Satisfactory
"Manner to You that You Would Satisfy him for his Trouble

I Thos Sykes Notary Publick
Dwelling and Practising at Fort St. George the East Indies by
Lawfull Authority duly Admitted and Sworn do hereby Certify
and Attest that the Foregoing is a true Extract from the Original
Letter having been carefully Collated therewith by me

In Faith and Testimon
subscr

Where as I have Covenanted to Let my Ship and Lading Viz.t Sam.l Georgeson and Sailors Viz.t Sam.l Georgeson Said Ship 1.st Day of December in the Year of Our Lord 1772

John Sykes
Notary Publick

LS

Received of the Honble Edward Monckton Esq.r Paymaster Expences for the use of this Ship the Lawrestan

July 22. 1773

Jos.h Ivimble

These are to Certify that Jeremiah Debois served as Mate of the Ship Lawrestan under my Command from the 2.d of March last till July 16.th 73 for which he has Covenanted but has Received

Jos.h Ivimble

Mr. Monckton

Pay as Gunner on the Ship Lawrestan for 5 Months @ 10 Rupees p.r Month

Rupees

31. July 1773

Joun.s Roberts

Received in full of all Demands Wages Due for Service on board the Lawrestan from the 2.d of March to the 30.th of July Last Past

Mayor's Court
Madraspatnam

Tuesday the 23.d Day of March Anno Dominy 1773

LS

Present

The George Baker Esquire Mayor
Reynold Adams George Moubray
and John Benton Aldermen

Mayor's Court

Between Joshua Ivimble of Madras Mariner Complainant and Edward Monckton of the same place Merchant Defendant

This Cause coming on to be Heard and Debated this Day in the Presence of the Attorneys on both sides on Reading the Complainants Bill with an Account Current Annexed, the Defendants Answer, the Replication, the Rejoinder, the Interrogatories and Depositions on the part of the Complainant, the Interrogatories and Depositions on the part of the Defendant, Four Exhibits on the part of the Defendant On Hearing the Pleadings Made Use of by the Attorneys and on 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 at such after the Rate of Eighty five Rupees p.r Rupees 85. as pay as also One Eighth part Concerning the Cargo or Earnings of the Ship Lawrestan such time as he had the Command of her being for five Months and Thirteen Days, and as the Defendant was ready to pay the same before the filing of this Bill it is therefore Ordered and Decreed that the Defendant do pay the same without Interest and it is further Ordered and Decreed that the Defendant do pay the Complain the

the Sum of Sums of Twenty four Rupees / Rupt. 24. for a Cask Two Rupees, Six fanams and Forty Cash / Rupt. 2. 6. 40 / for Cotamara one hire, four Rupees / Rupt. 4. for Sheep Twenty Eight Rupees / Rupt. 28. for Lompays Money, Two Rupees Six fanams and forty Cash / Rupt. 10. 6. 40 / for an European Gunner, three Rupees Six fanams and forty Cash / Rupt. 3. 6. 40 / for boat hire, Forty four Rupees / Rupt. 44 / for Seacunnys Sworn Rupees / Rupt. 7 / paid a Lyrany Thirty Six Rupees and eight fanams / Rupt. 36. 8. / for Palanqueen hire and Sundries, the Complainant being then at a Port where his Owners did not Trade Nine Rupees / Rupt. 9 / for Boat hire without Interest which Sum and Sums the Defendant having Offered to pay before the filing of this Bill Deducting therefrom the Sum of Forty One Pagodas and Six fanams / Rupt. 41. 6. to be Allowed by the Defendant to the Complainant and that the Complainant do pay all Costs of this Suit

Per Curr

Filed the 2d. June 1773

To the Honble the Mayor Court at Madrass

Humbly Complaining Sheweth unto this Honble Court Your Orator Cottam Packam Winterbam by his Servant and Dubashee Andrew of Madrass Inhabitant but Master Velendo and Ramandoo of the same place Merchants Justly indebted unto Your Orator in the full and just sum of Two

Shillings for every Pagoda the Sum of Seventy Six Pounds on the said Bond or Obligation Given and Granted unto Your Orator by the said Mootalah Velendo and Ramandoo Payable on Demand Dated the Tenth Day of October in the Year of Our Lord One thousand Seven hundred and Sixty as will more fully Appear by a Copy of a Translation of the said Obligation hereunto Annexed for the Inspection of this Honble Court and prays the same May be Admitted as part of this his Bill of Complaint and whereas Your Orator hath frequently and in an Amicable manner Requested Payment of the aforesaid Sum of One Hundred and Ninety Pagodas from the said Mootalah Velendo and Ramandoo

But now so it is may it please this Honble Court the said Mootalah Velendo and Ramandoo 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 Generall Relief as to this Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Mootalah Velendo and Ramandoo may upon their Corporal Oath fully true direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were here Again Repeated and particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Ninety 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 Mootalah Velendo and Ramandoo to be Summoned and

the Sum of Twenty four Rupees / Rupees 24. for a Cock
Two Rupees, Six Fanams and Forty Cash / Rupees 2. 6. 40 for
Calamancoes three Quarters four Rupees / Rupees 4. for Sheets Twenty
Eight Rupees / Rupees 28. for Lampees Money Two Rupees
Six Fanams and forty Cash / Rupees 10. 6. 40 for one
Europe Gunnies three Rupees Six Fanams and forty Cash /
Rupees 3. 6. 40 for Boat Hire Forty four Rupees / Rupees 44.
Seaconige Sixty Rupees / Rupees 7. Pond 2 Lyons Pond
Six Rupees and eight Fanams / Rupees 36. 8. for Labourers
him and Knows not the Complainant being there at the
where his Owners did not Trade Nine Rupees / Rupees 9.
for Boat hire without Interest which Sum of Sixty
Defendant having Offered to pay before the filing of this
Deducting therefrom the Sum of Forty One Pagodas and
Fanams / Pags. 41. 6. Advanced by the Defendant to the
Complainant and that the Complainant do pay all the
of this Suit

Pagodas

Filed the 2d Novr 1773

To the Honble the Ma
Court at Madrass

Humbly Complaining Sheweth unto
Honble Court Your Orator Collum Packam Merchant by
Command Late Gunner of Madrass Inhabitant that
Velendu and Ramandu of the same place Merchants
entitled unto Your Orator as hereafter

Shillings for every Pagoda the Sum of Seventy Six Pounds or there
unto Arising upon a Bond or Obligation Given and Granted unto
Your Orator by the said Mootalah Velendu and Ramandu Pag
in Demand Dated the Tenth Day of October in the Year of Our
Lord One Thousand Seven hundred and Sixty as will more fully
Appear by a Copy of a Translation of the said Obligation hereunto
Annexed for the Inspection of this Honble Court and prays the same
May be Admitted as part of this his Bill of Complaint and
whereas Your Orator hath frequently and in an Amicable Manner
Requested Payment of the aforesaid Sum of One Hundred and
Ninety Pagodas from the said Mootalah Velendu and Ramandu

PRUDENTIS it may please this Honble
Court the said Mootalah Velendu and Ramandu Obstinately and
wilfully refuses to pay the same or to give Your Orator any Manner
of Satisfaction Touching the premises Your Orator therefore prays
a Genl Rule such as to this Honble Court shall appear Agreable
to Equity and good Conscience TO THE END therefore that the
said Mootalah Velendu and Ramandu 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
alledged as fully truly and Effectually to all Intents and
Purposes as if the same were here Again Repeated and particu
larly Interrogated and that they may be Decreed to pay unto
Your Orator the aforesaid Sum of One hundred and Ninety 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 Grant the
said Mootalah Velendu and Ramandu the Summons and

Required by the Sheriff of Fort Saint George Towns of Madraspatnam and the districts thereof personally to be and appear before this Honble Court at a Certain hour and place to be by this Honble Court prefixed and Appointed then and there to Answer unto Your Orators Bill of Complaint and further to stand to and abide by Such Order and Decree therein as to this Honble Court shall Seem Meet.

26th November 1763

Henry Del Pico
Attorney for the Complainant

This Bill was sworn to in the days of Adjournment till Summons issue returnable the Next Court Day

George Baker
Mayor

Madras 10th October 1760

I Mootalah Velindu and my Brother Ramandu Severally and Severably do hereby Acknowledge to have Borrowed and Owing from Cottam Packam Venatachum the full and just Sum of One Hundred and Ninety Pagodas 190 Pags Current Money of Madras, Payable on Demand with Interest at the Rate of Eight p Cent p Annum Butwe further Declare that the said Sum shall be paid in Month of December Drawn by Mootalah Velindu Ramandahu

Witness
Tangavalu Moodu Comarapah Mootelet
Gregory Chinglewyah Mootelet

The Mark of ✕ Mootalah Velindu
Ramandu

I Paul Jonadahum Moras can be from the Genton Language to Comarapah Mootelet and Gregory Chinglewyah Mootelet do Testify and Declare that I was present and did See Mootalah Velindu and Ramandu Sign and Seal the within Bond or Obligation and that they Delivered the Same as their Act and Deed for the Uses and Purposes therein Mentioned and that the Name Paul Jonadahum Subscribed as a Witness thereto is of my own Proper Hand Writing

Sworn to in Court the 26th November 1763

To all People to whom these Presents shall come Greeting, Whereas Mootalah Velindu and Ramandu of Madras Merchants in and by One Bond or Obligation bearing Date the Tenth day of October in the Year of Our Lord One thousand Seven hundred and Sixty became bound to Cottam Packam Venatachum of the same Place Merchant in the full and just Sum of One Hundred and Ninety Pagodas Conditioned to be paid on Demand with Interest at Eight p Cent p Annum Now know ye that the said Cottam Packam Venatachum for and in Consideration of the said Sum of One hundred and Ninety Pagodas Current Money of Madras to him in hand paid by Emanuel Luis Andreson of Madras aforesaid Inhabitant, the Receipt whereof the said Cottam Packam Venatachum hath acknowledged and Doth by these Presents doth Assign and Sell over unto the said Emanuel Luis Andreson the said recited Bond or Obligation, and the money thereupon due and Owing and all his Right and Interest of in and to the same and the said Cottam Packam Venatachum for the Consideration aforesaid, hath made, constituted and Appointed and by these Presents doth Make constitute and Appoint the said Emanuel Luis Andreson his Executors and Administrators his true and Lawfull Attorney and Attorneys irrevocable, for him and in his name and on the Names of his Executors and Administrators, but for the Sole and Proper use and Benefit of the said Emanuel Luis Andreson his Executors and Administrators and Assigns to ask Require demand and Receive of the said Mootalah Velindu and Ramandu his Heirs Executors and Administrators the Money due upon the said Bond

and on more Payment thereof but that the said Emanuel Luis Anderson his Heirs Executors and Administrators be Liable for and Recover the Same and on Payment thereof to deliver up and cancell the said Bond and give sufficient Release and discharge therefore and One or more Attorney or Attorneys under him to Constitute and whatsoever he the said Emanuel Luis Anderson his Attorney or Attorneys shall Lawfully doe in the premises the said Cottan Packam Venkatachum doth hereby Allow and Confirm and the said Cottan Packam Venkatachum doth covenant with the said Emanuel Luis Anderson that the said Cottan Packam Venkatachum hath not Received nor will Recover the said Money due on the said Bond or any part thereof Neither will release or discharge the same or any part thereof but Own and Allow all Lawfull proceedings for Recovery thereof by the said Emanuel Luis Anderson Lastly the said Cottan Packam Venkatachum hereby Covenants that he the said Cottan Packam Venkatachum hath power to Sell any Lands in Madras this Twenty fourth Day of November in the Year of Our Lord One Thousand Seven hundred and Fifty

To the Mayors Court at Madraspatnam

Tuesday the 25th Day of November Anno Domini 1755

Between Cottan Packam Venkatachum by his Attorney Emanuel Luis Anderson of Madras Inhabitant Complainant and Moolalah Oblendas and Ramandas of the same Place Merchants Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and Ninety Pagodas Pagodas 190 - - of 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

D. P. Curr

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Filed the 21st October 1775

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Cotta Vedanda Modeliar by his Attorney John Maddox of Madras Inhabitant that Cottaguda of the same Place Conjointly stands indebted unto Your Orator in the full and just Sum of three hundred and Forty Pagodas and Twenty One Fanams Current Money of Madras Making in Sterling Money of Great

Great Britain to the Tune of Eight shillings for every
Pagoda the sum of One Hundred and Thirty Six Pounds and
four shillings as well more fully and at large Appear by a Certain
of a Mortgage Obligation, an Assignment or Transfer thereof
with a Power of Attorney hereunto Annexed for the respective
this Honble Court and which Your Orator prays may be
Admitted as part of this Your Orator's Bill of Complaint and
Whereas Your Orator hath frequently and from time to time
requested payment from the said Cholapah of the said Sum
three hundred and forty Pagodas and twenty One fanams

But now so it is and may it please this
Honble Court the said Cholapah Obstinately and wilfully
Refuses to pay the same or to give Your Orator any Manner of
Satisfaction touching the Premises Your Orator therefore
prays a Writ of Subpoena to be directed to the said Cholapah
Appear at a Certain Day to be therein limited
And Thereby that the said Cholapah may upon his
Corporal Oath full true direct and perfect Answer make
to all 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 set forth
Singly Interrogated and that he may be Decreed to pay unto
Your Orator the aforesaid Sum of Three hundred and forty
Pagodas and twenty One fanams with all such Interest
as now is or shall hereafter become due thereon also all
Costs of this Suit

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Saint George Town of Madraspatnam and the Districts thereof
personally to be and Appear before this Honble Court at a Certain time
and Place to be by this Honble Court Prefixed and Appointed therein
and there to Stand to and abide by such Order and Decree therein
as to this Honble Court shall seem Meet

Chas. Bromley
Attorney for the Complainants

21st October 1773

This Bill was shewn to me
between the days of Adjournment
of a Summons issue

George Baker
Mayor

Madras 22d November 1772

I Cholapah Comply Do hereby Acknowledge to have
borrowed and Received of Cavoor Vidanada Modeliar the full and
just Sum of Three hundred and forty Pagodas and a half for
which said Sum I have Mortgaged my House Bills of Sale to
him and promised to pay him on or before the Tenth day of
February Next with Interest at the Rate of 12 p Cent p Annum
This I Voluntarily Grant this Mortgage Obligation to the said
Cavoor Vidanada Modeliar Drawn by Catamoor Candapah

Witness
Salagaracoom Comadah
Candadoo Narsimalo

(Signed) Cholapah

A true Translation as near as can be from the Original
Malabar Language by Canacopah Sworn Interpreter

Chas. Bromley
Attorney for the Complainant

To all People to whom these Presents shall come
Greeting Whereas Cheloapaka of Madras Coniagaly in and by a
Certain Mortgage Obligation bearing date the Twenty Second day of
November which was in the Year One Thousand Seven Hundred
and Twenty four became bound to Cavoor Videnada Mudeliar of
the same place Merchant in the sum of three hundred and forty
Pagodas and Twenty One fanams Payable on or before the Tenth
Day of February in the present Year One Hundred Seventy three
and Seventy three with Interest as in and by the said Mortgage
Obligation may Appear and Whereas there remains
Due to the said Cavoor Videnada Mudeliar the said Amount
Principal and together with Interest thereon Now Know
Ye That the said Cavoor Videnada Mudeliar for a Valuable Con
deration to him in hand paid by John Maddox of the
place Inhabitant at or before the Sealing and Delivery
Presents the Receipt whereof he the said Cavoor Videnada
Mudeliar Doth hereby Acknowledge hath Assigned
Set over and by these Presents Doth Assign and set over unto
the said John Maddox the said Mortgage Obligation and the
Money or Amount Principal and Interest thereupon due
and Owing and which may become due thereon and all
his Right and Interest of in and to the same and every part
thereof and the said Cavoor Videnada Mudeliar for the Con
sideration aforesaid hath made Constituted and Appointed
by these Presents Doth make Constitute and Appoint the
said John Maddox his Executors and Administrators
true and lawfull Attorney

and in his Name and in the Name and Names of his Executors and
Administrators for the Sole and Proper use and benefit of the said
John Maddox his Executors Administrators and Assigns to Ask
require Demand and Receive of the said Cheloapaka his Heirs
Executors and Administrators the Money due and to become
due on the said Mortgage Obligation and on Non Payment thereof
he the said John Maddox his Heirs Executors and Administrators
to sue for and Recover the same and on Payment thereof to deliver
up and Cancel the said Mortgage Obligation and give sufficient
Releases and Discharges thereof and One or more Attorney or
Attorneys under him to Constitute and whatsoever the said
John Maddox or his Attorney or Attorneys under him shall
Lawfully do in the Premises the said Cavoor Videnada
Mudeliar Doth hereby Allow and Assent And the said Cavoor Videnada
Mudeliar doth Covenant with the said John Maddox that he
the said Cavoor Videnada Mudeliar hath not received nor will
Receive the said Money due or to become due on the said Mortgage
Obligation or any part thereof neither shall or will Release or
Discharge the same or any part thereof but will Allow and Allow
of all Lawfull Proceedings for Recovery thereof he the said John
Maddox Saving the said Cavoor Videnada Mudeliar harmless
and from any Cost that may happen to him thereby In
Witness whereof the said Cavoor Videnada Mudeliar hath
hereunto set his Hand and Seal in Madras aforesaid this
Sixteenth Day of October in the Year of Our Lord One Thousand
Seven Hundred and Twenty three

Signed Sealed and Delivered
in the Presence of

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Mayors Court
Madraspatnam

Tuesday the 30th Day of May
Anno Domini

Present

George Baker Esquire Mayor
John Holland and George Mowbray
Aldermen

Between Pellaw Venagopah Modeliar by his Attorney John Maddox of Madras Inhabitant Complainant and Lands Christopher Dyer the same Place Gentleman Defendant

The Defendant being in Court and having the Substance of the Complainants Demand read to him Doth therefore think fit to Order and Decree and it is hereby Ordered and Decreed that the Defendant shall pay unto the Complainant the full and just Sum of three Hundred and Thirty Pagodas and Twenty One Fanams Pagodas 330-21 together with all such Interest as now is or shall hereafter become due thereon with the full Payment of the Costs of this Suit

Entd

Filed the 9th Oct 1773

To the Honble

Honble Court Your Orator Pellaw Venagopah of Madras Merchant
Pellaw Venagopah of Madras Inhabitant Stands Indebted unto
Your Orator in the full and just Sum of Three Hundred and Thirty
three Pagodas Current Money of Madras Making in Sterling Money
of Great Britain at the Rate of Eight Shillings for every Pagoda
the Sum of Ninety Four Pounds, Arising on a Contract or Obligation
of the said Pellaw Venagopah, in the Malabar Language, bearing
the Tenth day of July in the present Year One Thousand Seven Hundred
and Seventy Three, a Translate of which said Contract or Obligation
is herewith Annexed for the Inspection of this Honble Court and to
which Your Orator Most humbly Refers and Prays the same may
be Admitted as Part of this Your Bill of Complaint and whereas Your
Orator hath frequently and Courteously Manner Requested the
Payment of the said Sum of Three Hundred and Thirty Three Pagodas

But now so it is and may it Please this Honble
Court the said Pellaw Venagopah Obstinately and Wilfully Refuses
Pay the same or to Give Your Orator any Manner of Satisfaction
Touching the Premises Your Orator Prays a Special Writ of Subpoena
to this Honble Court shall Issue Agreeable to Equity and Good
Conscience To the End therefore that the said Pellaw Venagopah
May upon his Corporal Oath fully True direct and Perfect Answer
Make to all and Singular the Matters and things herein before
Set forth and Alledged as fully truly and Effectually to all Intents
and Purposes as if the same were here Again Repeated and Particularly
Interrogated and that he may be Decreed to pay unto Your Orator the
aforesaid Sum of Three Hundred and Thirty Three Pagodas with all
such Interest as now is or shall hereafter become due thereon also
all Costs of this Suit

May it Please this Honble Court

Cause the said Pillaw Nainapah to be Summoned and Required by the Sheriff of Fort Saint George Some of Madraspatnam and his Deputies thereof personally to be and Appear before this Honble Court at a certain hour and Place to be by this Honble Court prefixed and Appointed them, and there to Answer their Joint Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as this Honble Court shall See Meet

9th October 1775

Daniel Shaw
Attorney for the Complainant

Shewn to me on the Day of
Adjournment Let a Summons Issue
Returnable Next Court Day

George Baker
Mayor

10th July 1776

I Pillaw Nainapah Mudaly do hereby Grant this
Obligation of Monies to Coja Osman Mazarid of Madras
Merchant to have Recourse of him the Sum of Star Pa
and Thirty four Star Pagodas (334) Current Money
Fort St George to be prounder Standing to abate
of Fifteen Pagodas and One Pardo & Cent. Discount
within One Month from the date hereof Which
the said Limited time that then the Sum of
after the rate of 12 p Cent p Annum to be paid
Witness Obtained by Consent this Eighth Day
January Corrected

Mayors Court at Madraspatnam

Tuesday the 30th Day of Novr Anno Domini 1775

Present

L S George Baker Esquire Mayor
John Holland and George Aubrey
Aldermen

Between Cuanee Mazarid of Madras Merchant Complainant
and Pillaw Nainapah also of Madras Inhabitant Defendant

Hr Appearing by the Records of this Court that the Defendant hath been served with the Usual Rule to Answer the Complainants Bill, but wilfully and Obstinately Refusing so to do This Court doth therefore think fit to Order and Decree and it is Accordingly Ordered and Decreed that the Defendant shall pay unto the Complainant the full and just Sum of Star Hundred and thirty four Pagodas Pago. 334 Together with all such Interest as money so shall hereafter become Due thereon until Full Payment is made also all Costs of this Suit Pago

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To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Shewn unto
this Honble Court, That Your Orator Cavoore Nagapoory Cotandy
of Madras Inhabitant, being for a Considerable time past Seized
and Possessed of Sundry Houses or Dwellings Situated
as Later, within the Districts of Madras Aforesaid, Called Cavoore
Tady, Adjoining to the Pauchaiay of Between the Estates of the
Cuthbert Esquire and Edward Pedda Naick Inhabitants and
Comma of Madras aforesaid Gentlemen, without Your Orators
Privity or Consent have Taken and Entered with Sundry
Materials, a Parcel of the said Grounds, at the South end thereof
Containing from East to West about Forty Feet and from North
South about Eighty Feet and Built thereon Sundry Pakka
Dwellings and have and do Occupy the same whereby
Orator hath Received Apparent Damage and Your Or
hath at Sundry times in an Amicable and Friendly
Applied Manner Applied to the said Nayna and C
and Requested them to Remove and take away the
or Dwellings, Erected and Occupied by them as aforesaid
Your Orator will hope that the said Nayna and Comma
have Complied with the same but Pretending
that Your Orator would have been Prevented and Hindered
to take Quiet Possession of the said Premises

Pursuant

Honble Court the said Nayna and Comma to be
Will Plead Answer

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that the Ground they now Illegally Possess and Occupy is not Your
Orators Property In Tender Consideration whereof and
forasmuch as Matters of this Nature are most Properly Cognizable
and Relievable in this Honble Court and in Regard Your Orator
cannot Compel the said Nayna and Comma to Remove and
take away the Habitations or Dwellings, Erected and Occupied
by them as aforesaid, but by the Aid and Assistance of this Honble
Court, Your Orator therefore prays a General Relief as the Case
this Honble Court shall Appear Agreeable to Equity and Good
Conscience To the end therefore that the said Nayna and
Comma May upon their Several Oaths, fully, true, Direct and Perfect
Answer make to all and Singular the Matters and things
herein before set forth and Alledged, as fully, truly and Effectually
to all Intents and Purposes, as if the same were here again
Specified and Particularly Interrogated and that they may
be Decreed to Remove and take away the Habitations or
Dwellings Erected and Occupied by them as aforesaid that
Your Orator may be put in Quiet Possession of the said Premises
Now Illegally Possessed and Occupied by the said Nayna and
Comma and that they may be further Decreed to pay all Costs of
this Suit May it Please this Honble Court to Cause
the said Nayna and Comma to be Summoned and Required
by the Sheriff of Fort Saint George Town of Madraspatam and
the Districts thereof Personally to be and Appear before this
Honble Court at a Certain time and Place to be by this Honble
Court Prefixed and Appointed then and there to Answer this
Your Orators Bill of Complaint and further to Stand to and
abide by such Order and Decree therein as to this Honble Court
shall Seem Meet

Daniel Shaw
Attorney for the Complainant

Mayor's Court
Madrasapatnam

Tuesday the 30th Day of March
Anno Domini 1773

L.S

Present

George Baker Esquire Mayor
John Holland and George Moubray
Aldermen

Between Cooppoo Aggrapa
Calender of Madras Inhabitant
Complainant and Nayadu
Comaca of the same Place Cadmen
Complainants

It Appearing by the Records of this
Court that the Defendants have been Served with the usual Rule
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 do Remove and Take away the Rubbish
and Demolishings Erected and Occupied by them on the
Pieces or Parcells of Ground belonging to the said Complainant
Adjoining to the Pariahary Between the Gardens of Cuthbert
Cuthbert Esquire and Ledonga Pedda Vauch Contained
from East to West about the said Complainant be put into
Possession of the said Premises, and it is further Ordered
and Decreed that the Defendants do pay all Costs of this Suit

Filed the 15th November 1773

To the Honble the Mayor &
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator The Honble Edward Monckton of Fort St George
Merchant that Pullaiah of Madras Merchant Stands Indebted
unto Your Orator in the full and Just Sum of Five hundred and
Twenty two Pagodas two fanams and forty Cash Current Money of
Madras Making in Sterling Money of Great Britain at the
Rate of Eight Shillings for every Pagoda the Sum of Two hundred
and Twenty Eight Pounds Sixteen Shillings and five Pence as
therein Stated as will more fully and at Large Appear by an Account
hereunto Annexed for the Inspection of this Honble Court and
which Your Orator Prays may be Admitted as part of this his Bill
of Complaint And Your Orator further Sheweth unto this Honble
Court that he hath frequently and in an Amicable manner
Requested Payment from the said Pullaiah of the said Sum of
hundred and Twenty two Pagodas Two fanams and forty Cash

Without so much as Pretending any Cause why he should not
Pay the same or to give Your Orator any manner of Satisfaction
touching the Premises Your Orator therefore Prays a General
Relief and such as this Honble Court shall Appoint Agreeable to Equity
and Good Conscience To the End therefore that the said Pullaiah
may upon his Corporal Oath full true Direct and Perfect Answer
Make to all and Singular the Matters and things herein before
Set forth and Alledged as fully truly and Effectually to all Intents
and Purposes as if the same were hereupon Repeated and
Particularly Interrogated and that he may be Decreed to Pay
unto

unto Your Orator the aforesaid Sum of Five hundred and Twenty Two Pagodas, Two Fanams and Sixty Cash with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it please this Honble Court the Premises
Pullabatta be Summoned and Required by the Sheriff of Fort St George
Fanam of Madraspatnam and the Deputy Sheriff of Choultry
and Appear before this Honble Court at a certain time hereafter
be by this Honble Court Prefixed and Appointed then and there
Answer unto Your Orator's Bill of Complaint and further abide
by and abide by such Order and Decree therein as to this Honble
Court shall Seem Meet

John Sykes
Attorney for the Complainant

Pullabatta Summoned

Edward Monckton

Pullabatta Summoned

Edward Monckton

Pullabatta Summoned

Edward Monckton

Filed 8th Decr 1772

To the Honble the Mayor &c at Madrespatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Peter Paddleston of Fort St George Gentleman Administrator of all and Singular the Goods Chattels and Credits of George Cod late of Cuddalore Merchant Deceased That Chicoo Ramiah of Cuddalore Merchant Stands Indebted unto Your Orator as Administrator as aforesaid in the full and Just Sum of Four hundred Pagodas Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings Sterling Pagoda the Sum of One Hundred and Sixty Pounds As will more fully and at Large Appear by a Mortgage for the said Principal Sum of Four hundred Pagodas and Interest a Copy whereof is hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as Part of this his Bill of Complaint. The Original whereof is in Your Orator Custody and Ready to be Produced for the Inspection of this Honble Court when Required And Your Orator further Shews unto this Honble Court that the said George Cod died in the Year and Your Orator hath since his Decease frequently and in an Amicable Manner Requested Payment from the said Chicoo Ramiah of the said Sum of Four hundred Pagodas Interest

Pul nonsolet Prays that this Honble Court the said Chicoo Ramiah Obstinately and wilfully Refuses to Pay the same or to Give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays

Appear Agreeable to Equity and Good Conscience To the End therefore that the said Chicoo Ramiah may appear to a Corporal Oath full True Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and alledged as fully Truly and Effectually to all Intents and Purposes as if the same were herein again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator as Administrator as aforesaid the Sum of Four hundred Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Chicoo Ramiah to be Summoned and Required by the Bailiff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

John Sykes
Attorney for the Complainant

3d Decr 1772

This Bill was shewn in Court in the Days of Adjournment, Let a Summons Issue thereon Returnable the next Court Day

George Smith
Mayor

Know all Men by these Presents that I Chicoo Ramiah Cuddalore Merchant for and in consideration of the Sum of four hundred Star Pagodas the Receipt whereof I do hereby Acknowledge have Bargained & Mortgaged Assigned and made over and by these Presents

Signed Sealed and Delivered
(Where no Stamps Papers to be
procurable) in the Presence of Us.

A True Copy John Lyke
Attorney for the Complain

Mayors Court at } Monday the 20th Day of
Middlesplantation } Anno Domini

Present

George Baker Esquire Mayor
Thomas Tanner — Reynold Allen
John Holland — George Smith
George Savage — George Hawkins
John Ruston — and John Jarvis

Aldermen

Between John Hudson
of Port Saint George Gentleman
Administrator of all and Singular
the Goods Cattles and Credits of
George Cocke late of Cobbs Town Merchant
Deceas

Know all Men by these Presents that I William Cocke of Cobbs Town in the County of Prince George Merchant am held and firmly bound unto William George late of Cobbs Town Merchant deceased in the Sum of Eight Pounds Current Money of Virginia to be paid to the said William George his Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors Administrators and Assigns firmly by these Presents Sealed with my Seal and dated this 26th Day of March in the Year of our Lord One Thousand Seven Hundred and Seventy six

The Condition of the above Obligation is such that if the above bounden William Cocke his Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named William George his Executors Administrators or Assigns the full and just Sum of four hundred Pounds as with all such Interest that shall become due thereon at the Rate of Eight p Cent p Annum the 26th of March 1781 Provided Nevertheless that then and in such case the above Obligation shall be void and of none Effect or else to remain in full force and Virtue in Law

Sealed and Delivered in the Presence of us
Mary Cocke
Thomas Cocke

Memorandum that on the 26th Day of March 1776 William Cocke of Cobbs Town in the County of Prince George Merchant personally appeared before me the Subscriber one of the Justices of the Peace for the said County and acknowledged the above Obligation to be his Act and Deed

Thomas Cocke

Know all Men by these Presents that I William Cocke of Cobbs Town in the County of Prince George Merchant am held and firmly bound unto William George late of Cobbs Town Merchant deceased in the Sum of Eight Pounds Current Money of Virginia to be paid to the said William George his Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors Administrators and Assigns firmly by these Presents Sealed with my Seal and dated this 26th Day of March in the Year of our Lord One Thousand Seven Hundred and Seventy six

The Condition of the above Obligation is such that if the above bounden William Cocke his Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named William George his Executors Administrators or Assigns the full and just Sum of four hundred Pounds as with all such Interest that shall become due thereon at the Rate of Eight p Cent p Annum the 26th of March 1781 Provided Nevertheless that then and in such case the above Obligation shall be void and of none Effect or else to remain in full force and Virtue in Law

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Thomas Cocke

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The Condition of the above Obligation is such that if the above bounden William Cocke his Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named William George his Executors Administrators or Assigns the full and just Sum of four hundred Pounds as with all such Interest that shall become due thereon at the Rate of Eight p Cent p Annum the 26th of March 1781 Provided Nevertheless that then and in such case the above Obligation shall be void and of none Effect or else to remain in full force and Virtue in Law

Sealed and Delivered in the Presence of us
Mary Cocke
Thomas Cocke

Memorandum that on the 26th Day of March 1776 William Cocke of Cobbs Town in the County of Prince George Merchant personally appeared before me the Subscriber one of the Justices of the Peace for the said County and acknowledged the above Obligation to be his Act and Deed

Thomas Cocke

Dorcas Complainant and
Chickoo Ramsingh Defendant
Attachment Defendant

An Appearance by the Record of this

Court that the space of Six Months Since Summons issued in this
Majesty's Name as Required since the Return of the Warrant
of Sequestration Issued Against the Defendants Effects and
that the Defendant hath not made any Appearance or put
to Answer the Complainants Bill This Court doth
therefore think fit to Order and Decree and Doth Accordingly
Order and Decree that the Defendant shall Pay unto the
Complainant the full and just Sum of Four Hundred Pagodas
Pagodas 400. Together with the Interest thereof
now is or shall hereafter become Due thereon until full
Payment be made also all Costs of this Suit

Entd

4th Oct 1773

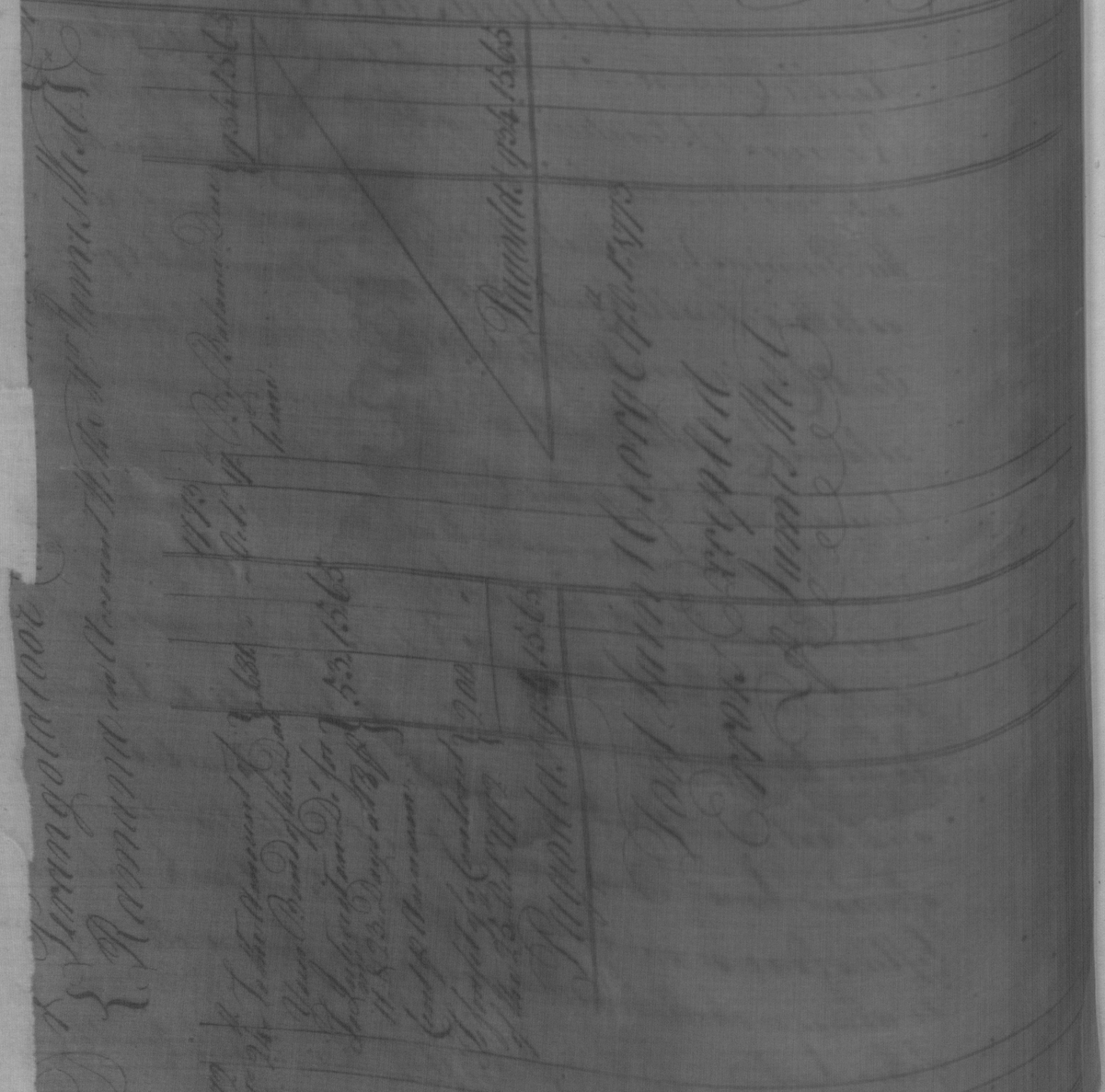
To the Honble the
at Madrass

Humble Complaint

Humbly Complaining Sheweth unto Your Honble Court Your Orator Dorcas Wife of Pedro Saint Croze late of Madras Merchant Deceased that Pedro Saint Croze in his Life Time and at the Time of his Death was Justly and Truly Indebted unto Your Orator in the Sum of Four Hundred Pagodas for Money Lent and Monies Received by the said Pedro Saint Croze for the Use of Your Orator as by Bonds Bills and Notes under the Hand of the said Pedro Saint Croze Ready to be Produced in this Honble Court will Appear which Said Sum of Four Hundred Pagodas is Justly Due and Owing to Your Orator from the Estate of the said Pedro Saint Croze and Your Orator Hath Applied to the Executors of the Last Will and Testament of the said Pedro Saint Croze for Payment of the said Sum of Four Hundred Pagodas but they Refuse to Pay the same to Your Orator Pretending that the said Pedro Saint Croze in his Life Time Lent and Advanced to Your Orator Several Sums of Money and Goods and Merchandizes and Paid Several Debts for Your Orator and Received Several Sums of Money for Your Orator and Delivered Several Goods and Merchandizes to Your Orator and Your Orator Hath Several Times Applied to the said Executors to Come to a Fair Account with them Touching the Premises and Your Orator Hath Offered to Pay them what Ballance shall Appear to be Due to them upon Such Account but they Refuse to Come to any Account with Your Orator and Pretend that Your Orator is Indebted to the Estate of the said Pedro Saint Croze in a Large Sum of Money and Refuse to Pay Your Orator the said Sum of Four Hundred Pagodas Your Orator Hath Applied to the Executors of the Last Will and Testament of Madame Mary Saint Croze Deceased Mother of the said Pedro Saint Croze and Executrix of the Last Will and Testament of the said Pedro Saint Croze and Your Orator Hath Offered to Pay her what Ballance shall Appear to be Due to her upon Such Account but she Refuses to Come to any Account with Your Orator and Pretends that Your Orator is Indebted to the Estate of the said Pedro Saint Croze in a Large Sum of Money and Refuses to Pay Your Orator the said Sum of Four Hundred Pagodas Your Orator Hath Applied to the Executors of the Last Will and Testament of Madame Mary Saint Croze Deceased Mother of the said Pedro Saint Croze and Executrix of the Last Will and Testament of the said Pedro Saint Croze and Your Orator Hath Offered to Pay them what Ballance shall Appear to be Due to them upon Such Account but they Refuse to Come to any Account with Your Orator and Pretend that Your Orator is Indebted to the Estate of the said Pedro Saint Croze in a Large Sum of Money and Refuse

the said Peranguletoor Candala Nayda and Ramana to be
summoned and Appeared by the Sheriff of Fort Saint George
Town of Madrasapatnam 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 Limited and Appointed then
and there to Answer unto Your Orators Bill of Complaint
and further to stand to and abide by such Order and Decree
therein as to this Honble Court shall seem Meet

John Lyle
Attorney for the Complt



Know all Men by these Presents, that We
Peranguletoor Candala Nayda and Ramana are held and f
bound unto Mr. James Hastings in the Penal Sum of Fourteen Pa
Sixty four Star Pagodas to the Payment whereof well and tru
to be made to the said James Hastings his heirs, Executors, Administ
tors or Assigns, We do severally bind Our selves Our heirs, Ex
tors and Administrators jointly by these Presents. In Wit
whereof we have hereunto Set Our Hands and Seal in Fort
George this Twenty fourth day of October in the Year One
Thousand Seven hundred and Twenty two

Whereas the above bound Peranguletoor Candala Nayda and Ram
jointly and Severally have borrowed and Received of the above named Ja
West the full and Just Sum of Six Hundred Eighty One Star Pagodas to re
abateinent at the Rate of Eight Per Cent per Annum payable upon Dema

Now the Condition of this Obligation is such, that if
above bound Peranguletoor Candala Nayda and Ramana
jointly or Severally their heirs, Executors, Administrators
Assigns, shall well and truely pay or cause to be paid
James Hastings his heirs, Executors, Administrators, or Assigns
full and just Sum of Six Hundred Eighty One Pagodas toge
with such Interest as shall or may become due thereupon,
then this Obligation to be Void and of no Effect otherwise to
Continue in full Force and Vertue

Signed, Sealed and Delivered
Where no Stamped Paper is to be had
in this Province of

Upon the Suits of the Lords of Them and Duly delivered Agreeable
to Contract Signed and Sealed in Fort St George this 24th October

Sett Present for
Witnesses

Mayors Court

Monday the 20th Day of D
Madraspatnam } { Anno Domine

Present

George Baker Esqure Mayor
Thomas Pomney — Reynold Adam
John Holland — George Smith
George Savage — George Moubray
John Renton — and — John Lorimo

Aldermen

Between James King
of Fort Saint George Merchant
Complainant and Pedro Gabo
Cordola Navigator and Romano
Parrot of Madras Merchants
Defendant

It Appearing by the Records of this Court
that the Defendant have been served with the Usual Rules to
Answ

Answer the Complainants Bill but untruly and Evasively
Refraining into the Hon'ble Court doth therefore thereby
and Prays and Doth Accordingly Order and Decree that the
Defendant shall Pay unto the Complainant the Sum and
Sum of Nine Hundred and thirty four Pagodas 15 Fanams
and Sixty four Cash Pagodas 934-15-64 together
with all such Interest as now is or shall become due
thereon Until full Payment is made also all Costs of Suit

Decd

1st Day Decr 1773

To the Honble the
Court of Judicature

Humble Complaining Shewith
Honble Court Your Orator Annay Dagoo Merchant
Honble Court that Ramchapah Mudelly of Madras
Standeth Indebted unto Your Orator in the Sum
Forty Eight Pagodas Current Money of Madras Rupees
Sterling Money of Great Britain at the Rate of Eight
long for Every Pagoda the Sum of Nineteen Pounds
& Three Coats Annay upon a Note of hand Given and
unto Your Orator By the said Ramchapah Mudelly
Date the First Day of November in the Year of
One Thousand Seven hundred and Seventy three
Demand as Does Manifestantly Appear by a Copy of the
Note of hand hereunto Annexed for the Inspection of this
Court which Your Orator prays may be Allowed as part
this Bill of Complaint and

[illegible] Day Decr 1773

This Bill was sworn to in open Court

[illegible]

Humble Complaining Shewith
and unto Your Honble Court Your Orator Annay Dagoo Merchant
That Ramchapah Mudelly of Madras Merchant
Justly Indebted unto Your Orator in the Sum of
Forty Eight Pagodas Current Money of Madras Rupees
Sterling Money of Great Britain at the Rate of Eight
long for Every Pagoda the Sum of Nineteen Pounds
& Three Coats Annay upon a Note of hand Given and
unto Your Orator By the said Ramchapah Mudelly
Date the First Day of November in the Year of
One Thousand Seven hundred and Seventy three
Demand as Does Manifestantly Appear by a Copy of the
Note of hand hereunto Annexed for the Inspection of this
Court which Your Orator prays may be Allowed as part
this Bill of Complaint and

[illegible] Day Decr 1773

This Bill was sworn to in open Court

[illegible]

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and unto Your Honorable Court Your Orator Annay Dagoo Merchant
That Ramchapah Mudelly of Madras Merchant
Justly Indebted unto Your Orator in the Sum of
Forty Eight Pagodas Current Money of Madras Rupees
Sterling Money of Great Britain at the Rate of Eight
long for Every Pagoda the Sum of Nineteen Pounds
& Three Coats Annay upon a Note of hand Given and
unto Your Orator By the said Ramchapah Mudelly
Date the First Day of November in the Year of
One Thousand Seven hundred and Seventy three
Demand as Does Manifestantly Appear by a Copy of the
Note of hand hereunto Annexed for the Inspection of this
Court which Your Orator prays may be Allowed as part
this Bill of Complaint and

1st December

Answer the Complainant Bill but untruly and Defendant
Refusing to do This Court doth therefore think fit this
and Decree and Doth Accordingly Order and Decree that the
Defendant shall Pay unto the Complainant the Sum
Sum of Nine Hundred and Thirty four Pagodas 15 Fanams
and Sixty four Cash Pagodas 934-15-64 together
with all such Interest as now is or shall become due thereon
thereon Until full Payment is made also all Costs of Suit

Decd

Dated 15th Day of Decr 1713

To the Honble
Court of Judica

Humble Complaint

Humbly Complaining Shew unto Your Honble Court Your Orator Henry Lapsley Gent Attorney
Honble Court that Ramchapah Hoodelly late of Madras
Inhabitant within Your Orators Jurisdiction Stands Indebted unto Your Orator in the Sum of
Sixty Eight Pagodas Current Money of Madras Money
Sterling Money of Great Britain at the Rate of Three
Sixty for Every Pagoda the Sum of Nineteen Pounds
or thereabouts Arising upon a Note of hand Given and
unto Your Orator By the said Ramchapah Hoodelly
Date the Last Day of November in the Year of Our
One thousand Seven hundred and Twenty three
Demand as Due Mergara whereof he Craves
Note of hand towards Answer for the Inspection of this
Court which Your Orator

334

1st December 1713

This Bill was shewn to me in the
Days of Adjournment Last Common
of Your Honorable Mayor Court Day

Geo. Baker
Mayor

And in an Amicable Manner Required the Payment of the
said Sum of Sixty Eight Pagodas But non solvit, and
May it please this Honble Court the said Ramchapah Hoodel
Obstinately and Willfully Refuses to pay the same or to Give
Order any Manner of Satisfaction touching the Premises Your
Prays a General Relief in the Honble Court shall Appear
Agreable to Equity and good Conscience to the End there
that the said Ramchapah Hoodelly 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
as fully truely and Effectually to all Intents and Purposes
the same were here again Repeated and Particularly interro
and that he may be Decreed to pay unto Your Orator the aforesa
Sum of Nine Hundred Pagodas with all such Interest as now is or
hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the
Ramchapah Hoodelly to be Summoned and Required by the
Sheriff of Fort Saint George Island of Madrasapatnam and
Districts thereof personally to be and Appear before the
Honble Court at a Certain Time and Place to be by this
Court Provided and Appointed then and there to Answer the
Your Orators Bill of Complaint and further to Stand to and
abide by such Order and Decree therein as to this Honble Court
Shall seem Meet

Henry Dit Ploy
Attorney for the Complainant

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Moodelly of Madras Inn

Defendant

The Defendant being in Court and Ac

lodging the Pastness of the Complainants Demand. This C

doth therefore think fit to Order and doth accordingly Order

Decree that the Defendant shall pay unto the Complainant

full and just Sum of Sixty Eight Pagodas Pag. 68 Fan

with all such Interest as now is or shall hereafter become

thereon Untill full Payment be made also all Costs of this Su

Thirteen Untill full Payment be made also all Costs of this Su

Rpees

End

Pd. Pounds to pay to Mr Henry Dupuy of Portsmouth Mer

Merchant or Order on Demand the Sum of Sixty Eight Pa

and three Fanams Value Received this first Day of March

1773 as Witness my hand

(Signed) Moorehopes

Witness
Oncolashen
Permall

Hon. Esqr. Henry Du Puy
Attorney for the Complainant

Mayor's Court } Monday the 20th Day
Adventitium } Anno Domini

Present

George Baker Esquire Mayor

Thomas Pomner — Reynold Adams

John Holland — George Smith

George Savage — George Moubray

John Renton — and — John Sutton

Aldermen

Benjn Guy Deputy