Mayan Corn

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Know all People to whom these Presents shall Come Greeting whereas Vinnia
Chitty of Madras Merchant is and by one Cadjan Writing Obligatory or
Obligation bearing date the Fifteenth day of August in the Year of our
Lord One thousand Seven hundred and Fifty Five became bound to Chinnatumbie
Chitty Thumboo of the same place Merchant in the Sum of Fifty Eight
Pagodas Condition that if the said Voyage should Conclude in 8 Months the
Premium to be at Twenty five per Cent but if longer for as for Twelve
Months Fifty Pagodas and Directly for all Payments of the said Fifty Eight
Pagodas and Premium Thereby the Interest to be paid at Twelve per Cent
per Annum as Demand as in and by the said Cadjan Writing
Obligatory may appear And Whereas there now
Chinatombee Chitty the Sum of Two Hundred and Twelve Pagodas
Sixfanams and Forty Eight Cash Now Know ye that I the said
Vencatah Namnapah Chitty as well and for the Use of the said Chinatombee
Chitty Do and for a Valuable Consideration to him in hand paid
by Francisco Xavier da Silva of Madras Writer as for the
Sealing and Delivery of these Presents the Receipt Whereof he the said
Vencatah Namnapah Chitty Do Hereby Acknowledge He the
said Vencatah Namnapah Chitty Hath Assigned and Set Over
and by these Presents Do the Assign and Set Over unto the
said Francisco Xavier da Silva the said Respondentes Bond or
Writing Obligatory and the Money or Remained Principal
Premium 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 Vencatah Namnapah
Chitty

Chitty for the Consideration aforesaid Doth Make Constitute and
and by these Presents Doth Make Constitute and Appoint
Francisco Xavier De Silva his Executors and Administrators
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
of the said Francisco Xavier de Silva his Executors and Assigns
and Assignee to ask require Demand and Receive of and
Chitty his Heirs Executors and Administrators the Monies
and Debts now due and owing from the said Bonds or writings
or on account thereof and upon Payment thereof to make
sufficient Receipts Releases or other Discharges and
Respondentia Bond or Writing Obligatory and give Credit
Release and discharge therefore and generally to do all
under him to Constitute and Depute one or more Attorney
Xavier de Silva or his Attorney or Attorneys under him
lawfully do in the Premises the said Venedatah Nannapah
doth hereby allow and Confirm and the said Venedatah
Chitty doth Covenant with the said Francisco Xavier
that he the said Venedatah Nannapah Chitty shall and
not will Revoke the said Money Bonds Bottomry
Respondentia Bond or Writing Obligatory or any thereof
Receive all Monies or Release or Discharge the same or
that shall or will Release or Discharge the same or

for Recovery thereof to the said Francisco Xavier de Silva having the said
Venedatah Nannapah Chitty harmless and Indemnified for and in respect
happened therein Hereby or by Virtue or Power of these said Venedatah Nannapah Chitty
hath hereunto set his Hand and Seal in Madras this fifteenth day
of May in the Year of our Lord One thousand seven hundred and
Seventy four.

Signed Sealed and Delivered in the Presence of
Nannapah Chitty
Andre Bonie

Mayors Cousmans
Madraspatnam

Thursday 30th May
Anno Domini 1774

Present
George Savage Esquire Mayor
Thomas Bowrey and George Baker
Aldermen

Venedatah
Nannapah of Madras Merchant Son
and Heir of Chinnatombe Chitty late
of Madras Merchant Deceased
by his Attorney Francisco Xavier de
Silva of the same place Writer Compt
and Simmee Chitty of the same place
Merchant Defendant

It appearing by the Records of this Court the

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your Orator therefore Prays a General Response and that this Honble Court shall appear Agreeable to Equity and Good Conscience To the End Wherefore that the said Sokotta Kishenaun may upon his Corporal Oath (full true Direct and Perfect Answer make to the Premises and Every Part thereof as fully Particularly 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 Sum of Thirty Pagodas with Lawful Interest from the Time of Exhibiting this Bill of Complaint and for your Orator may have such further Relief in the Premises as the Nature of his Case shall require and as to this Honble Court shall seem meet

May it please this Honble Court to Grant the said Sokotta Kishenaun to be Summoned and Required by the Sheriff of Fort St George Peon or Messenger duly appointed for the District where Persons do live and Reside to be and Appear before this Honorable Court at a certain Time therein to be Limited by this Honorable Court Personally and Answer the Premises unto your Orators Bill of Complaint and Further to Perform and Abide by such Order and Decree therein as to this Honble Court shall seem meet

John Sykes

Atty for the Complt

Madras 10th January 1772 That S.r Sokotta Kishenaun Dagivee this Mortgagor Obligated unto the Orphans Andavoo with Power & Will to Sale of Venecatta Chellapah Power unto this Mortgage Home the said Will to Sale. The said Sokotta Kishenaun have Mortgaged Hypothecated and Delivered the full and Just Sum of Thirty Canteroy Star Pagodas (30) which Sum is to be paid Monthly Interest & Costs Home & Charges thereon before the End of April next ensuing Default of payment of Interest &

The 2d Vencatachellum Mouw Swill Sworn and Examined upon
Interpn Pondamaly Candapah Moodaliar Pacandan
Moodaliar Annaviaan Comicopoly Corpanah Moodaliar and
Lingapeen Drawn by Chandavar

This Mudrien[illegible] of Fuketta Tribunal

Sworn Examd Interpreted as cant be performed the Original Writ
Malabar Language by Comaropah Swamy Interpreter

John Sykes
Atty for the Compt

Fort St. David 1st May 1773

The Answer of Lukas Nicholas Merchant Defendant to the Bill of Complaint of Thatun Arathoon the Complainant

This Defendant saving and reserving to himself all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the said Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is Advised is Material for him to make Answer unto He this Defendant Answering and saith that he doth not know or believe that the Complainant is Entitled to the Sum of Sixty Pagodas Secured by Mortgage of Land or any other Sum or Sums of Money whatsoever and therefore this Defendant Craves Leave to refer himself to the Bill

time and this Defendant further Saith that some time in the Month of February in the Year of Christ one thousand Seven hundred and Seventy Two this Defendant desired of some Corpanah Merchants Servants or Comicopoly to the Complainant in this Cause to lend him the Sum of Thirty Star Pagodas for Securing to him the payment of which the then Defendant offered to deposit in the Hands of the said Corpanah by way of Mortgage a Writing of Sale of the House for Securing the which the said Corpanah Agreed provided this Defendant would further draw out a Promissory note of hand in the Name of the Complainant in this Cause this Defendant Accordingly drew out and signed the said Promissory Note of hand a Copy of which is annexed to the Complainants Bill of Complaint which Note delivered together with the Bill of Sale of Vencatachellum House unto the Hands of the said Corpanah but this Defendant denies that Pondamaly Candapah Moodaliar Pacandan Vencatachella Moodaliar Corpanah Moodaliar and Lingapeen ever Signed their Names as Witnesses to the said Mortgage Obligation for or upon this Defendant Agreeing to give the said Corpanah the said Mortgage Obligation and upon the said Corpanah carrying this Defendant to the said Pondamaly Candapah Moodaly Pacandan Vencatachella Moodaliar Corpanah Moodaliar and Lingapeen in Order that they might Sign their Names as Witnesses to the due Execution of the said Mortgage Obligation they the said Pondamaly Candapah Moodaly Pacandan Vencatachella Moodaliar Corpanah Moodaliar and Lingapeen Absolutely refused to Sign their Names as

The Said Question was not the property of the Defendant and the Defendant further saith that the Complainant hath refused to accept the Defendant tender of the Instruments and Bonds made to him by the Defendant for the said mortgage Obligation and Bill of Sale which the said Complainant alledged he had mislaid or lost and prayed the Defendant to take back the same and to deliver up to him the said Complainant the said mortgage Obligation and Bill of Sale which the Defendant hath refused to do and the Defendant further saith that from the commencement of the Complainants Suit the Defendant hath been ready and willing to account for the said Mortgage Obligation money which he now doth and all times hereafter is ready and willing to account for the said Mortgage Obligation money and pay the same to the Complainant or to whom this Honble Court shall direct and this Defendant further saith that he hath always been ready and willing and still is willing to maintain and support the Title by this Court to be decreed to the Complainant to the said Mortgaged premises and prays to be hence dismissed with his reasonable Costs and charges in this behalf sustained

Filed 14th June 1773

Edwd Fisher
Solr for the Defendt

The Replication of Thomas Anstruther of Madras Merchant the Complainant in this Cause to the Answer of Sheik Abdul Rahiman an Inhabitant

THIS Repliant saving and reserving to himself all and all manner of benefit and advantage of exception to the many manifold insufficiencies of the said Answer and now 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 Defendant hath not answered the same nor the matters therein contained sufficiently and that the said Defendant ought to answer the same and the several matters therein charged against him

And this Repliant doth deny all and every the Combinations Confederacies and Charges in the said Defendants said Answer contained as fully and effectually to all Intents and purposes as if he the said Repliant had in that behalf put in a Special Traverse and doth aver that the said Defendant doth still continue indebted unto this Repliant in the Sum of Thirty Pagodas as set forth in the said Bill of Complaint and prayed by the Mortgagor in and by the said Obligation therein mentioned and doth refuse to pay the same contrary to Equity and Good Conscience as this Repliant hopes he will aver and prove as this Honorable Court shall direct and humbly pray as in and by his said Bill of Complaint he hath already prayed

Edwd Fisher
Solr for the Complt

The Replication of Thomas Anstruther of Madras Merchant the Complainant in this Cause to the Answer of Sheik Abdul Rahiman an Inhabitant

THIS Repliant saving and reserving to himself all and all manner of benefit and advantage of exception to the many manifold insufficiencies of the said Answer and now 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 Defendant hath not answered the same nor the matters therein contained sufficiently and that the said Defendant ought to answer the same and the several matters therein charged against him

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Edwd Fisher
Solr for the Complt

Replicant on Account of the said Debt due to him from the said Vadmaraw and Mira Labes the Answer thereto the said Vadmaraw and Mira Labes Said Cross and Specific answer to the Bill of the whom the said Debt belonged Transferred as this Replicant claimed Accordingly they did shew cause of their Debt to the Replicant Conicopoly for whom this Replicant sent for that purpose and to whom they claimed them to pay the said Debt how on account of this Replicant Among the rest was the Defendant to be Permitted to pay them Accordingly that all the said Debtors to pay their respective Debts to this Replicant Conicopoly on account of this Replicant Except the said Defendant to whom he promised to pay his said Debt to this Replicant Conicopoly on account of this Replicant in few Days but did not That about a Month after he had made the said promise the said Vadmaraw came with the said Defendant and asked him whether he had paid this Replicant the said money for the Amount of his said Debt or not To which he Answered that he had and that this Replicant in part and that for the Remainder he had a Mortgage to his Replicant a Certain Bill of sale payable in Ten Months Next after of which he had one Part which he delivered to the said Defendant to look on him as Answerable to this Replicant for the Amount of the said Debt so by him sent due to the said Vadmaraw and Mira Labes aforesaid That when this Replicant Conicopoly soon after followed defendant Again and Desiring him to pay the said Money he Answered paid Tenn Days as promising to pay the same in Ten Days Time

said Conicopoly Come Again to look for the said Defendant in Order to Demand of him the said Thirty Pagodas he found the said Defendant had Absconded or hid himself But at last with great Care and Attention this Replicant Conicopoly found him out and insisted on his paying the said Sum of Thirty Pagodas To which he Answered that he had no money at that Time but that he had got a certain person House Bill of Sale together with a Note of hand belonging to the person who had Mortgaged the same which together with this said Defendants own Certificate Mortgage or Writing Obligatory he said he would Deposit with this Replicant as a Security for the payment of the said Sum of Thirty Pagodas in two Months time which he desired might be Communicated unto this Replicant which this Replicant the said Conicopoly did and the said Replicant Agreed thereto and Accepted of the said Security and the Mortgage or Writing Obligatory in Question and of which a Translation Annexed to this Replicants said Bill of Complaint was Executed and Delivered to this Replicant this Replicant further saith that after the Limited Time of four months for the Payment of the Amount of the said Mortgage or writing Obligatory was Expired this Replicant went for the said Defendant and Demanded the money due in Question in the Case or the Amount of the said Mortgage or Writing Obligatory at which time he the said Defendant promised to pay the said Money in ten Days but Instead of doing so he was not to be found for above two or three Months afterwards by Complaining to Conicopoly him the at last found him and Complained to him that he the said Defendant did not pay the said Money this Replicant

and Jersey Thereupon the Court ordered that this Replication should be
Void & Defective & the Engagement of this Replicant the said Defendant
should Answer the Defendants Extraordinary
Plea Evasive Answer & Answer to the Landing thereof & Reasonable
of the Justness of this Replicants said Demand & Order to
shew that this Replicant Counsell & Agent of this Replicant Saith that he
had Commenced Diverse Actions & Causes Against the said Defendant
in the said Defendant Court of Kings Bench & Common Pleas & Court
and there & there personal cause to this Replicant & Defendant
with Drawn the said Actions & laying that the said Defendant should
Entirely Discharge the Costs of the said Actions & this Honorable Court
pay this Replicant & Defendant Damages & Costs which the said
Answered that he had waited for the Engagement along time & Engagement
and therefore that the said Affair remained Unsettled by their Answer
Consent of the said money was not paid or to that Effect &
Consequence whereof & to Evade the Engagement of this Replicant
said Just Demand the Defendant this Evasive Answer which cannot Avail them as this Replicant
Doubts not but to their Actual Appearance at this Honorable Court
shall this Replicant Demand & Just Answer and Oblige the
Defendant Ought to have paid long ago & Direct & Willable Engag
with Interest & Costs of Suit & this Honorable Court
may think proper to Award & Therefore with Costs for this Replication
this Replicant Saith & Avers that the said Company & Merchants
did Oblige his Name as Witness to the said Mortgage

Obligatory Notwithstanding the said Defendant in his said Answer Alledged
he did not Therein & Hereof mentioned as Witness did Oblige the said
Mortgagor Writing Obligatory for the reasons & Effect Set forth in the said
Answer & which can by no means Affect the Validity of
the said Mortgagor Writing Obligatory as the Defendant Really
gave the same on the Account & for the reason before mentioned
and not on Account of any money to be Lent him by Company &
this Replicant & Ever Ready & the Defendant Ready & Willing to Set forth
in his said Answer This Replicant Absolutely Denies that any
the Witnesses refusing to Legalize their Names as Witnesses to the said Mortgagor
Writing Obligatory the said Defendant desired or had any right to desire
the said Company to Accept from the said Mortgagor Obligation and
Bill of Sale & the Respectively Alledged for that right & that the said
Defendant had & the said Bill of Sale & the Mortgage & on the same had Discharged
the Amount of the said Mortgage & And as to the said Defendant
Alledging that he was Received any Money from the said Company & on
Account of the said Mortgage this Replicant Saith that in answer to all
of Evasion for that right had the said Defendant to Receive any
money from the said Company & on Account of the said Mortgage & the
said Mortgagor was not given on Account of any money to be Received
from the said Company & but on the Account therein before Particularly
Set forth & And this Replicant Lastly Saith that in regard
to any other Matter or Thing Set forth or Alledged in the said Answer
to which this Replicant has not Particularly Replied the same
is very Untrue & Evasive and to your Honours this Replicant

unto

All which matters and things this Replication is ready and willing to Averr maintain and prove as this Honorable Court shall Direct and most thumbly prays as in and by his said Answer he hath already prayed

John Sykes

Atty for the Resp.t

Rec.d 5 July 775

The Rejoynder of Isabella Kirkman of the Island of Antigua Spinster and Defendant to the Replication of John Sykes Gentleman Complainant

This Defendant now and at all times hereafter saving and reserving unto herself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Insufficiencies in the said Replication Contained for Rejoynder hereunto she saith that she still doth persist in her said Answer to the Complainants Bill of Complaint to be true certain and sufficient in the Law for her to Answer unto and that the said Replication is very insufficient for this Defendant to Answer unto and that she is not bound by the Law to Answer the same and the matters and things therein contained are all and every of them true and sufficiently answered unto by this Defendant as she hath already Answered and doth now Answer and Declare as before is set forth

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is ready and willing to ever maintain and prove as this Honorable Court shall Direct and most thumbly prays as in and by his said Answer he hath already prayed

Gideon Scott

Atty for the Defendant

Interrogatories to be Administered to each Witness on the part and behalf of the Complainant in a certain Cause now depending and at Issue in the Honorable the Mayors Court at Madras upon the Coast of Coromandel between John Sykes of Madras Merchant Complainant and Isabella Kirkman Alias Kirkpatrick of the same place Inhabitant Defendant

To Mirza Zabah 1st Do you know the parties Complainant and Defendant in this Cause or either of them Do you know or have you seen them or either and which of them Declare

To Ditto 2d Was you present when you were not present and did you or did you see Isabella Kirkman or Kirkpatrick the Defendant in this Cause Execute or Sign the Cadjan Writing now produced and shown to you in this the time of your Examination Do you or do you not know or what Account the same was given Do you set forth the same fully and particularly and the whole of the Matter Declare

To Ditto 3d Do you know of any other Matter or Thing or have you heard or can you set forth any thing touching the Matter in Question in this Cause that may tend to the benefit or advantage of the Complainant Do you Declare the same as you know have been informed or do believe together

together with the reasons for which you believe fully and fairly as you shall know
how to and particularly to Interrogated

John Sykes

Mayors Court

Mayors Courts
Madraspatnam

Between Thales Alexander Madras
Merchant Complainant and Sukkatte
Ketnam alias Ketnadin of the same place
Inhabitant Defendant

On the Part of the Complainant

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

Maria Sabaka of Pillegerry Merchant Resident in Madras Aged 35 or 40 years
being Sworn and Examined on the Part of the Complainant this Cause on the
20th Day of August 1773 Sheweth in Person at the Office of Mr Gideon Delboe his
Attorney for the Defendant by Comedepatnay Servant who also Affirms and says the
Name Title and Place of abode of the said Deponent and as Sworn and On the same Day
being Sworn and Examined Depose & Says as followeth

1st To the first Interrogatory this Deponent saith that he doth know the
Complainant Thales Alexander in this Cause and that he has also known
him five or Six years and that he doth also know the Defendant Sukkatte
Ketnam alias Ketnadin in this Cause and that he has also known him
about Two years And more saith not to this Interrogatory

2d To the Second Interrogatory this Deponent saith that he was
Present and did see Sukkatte Ketnam or Ketnadin the Defendant in this
Cause Sign the Cadjan Writing now produced and shewn to this Deponent
at the Time of this Examination that this Deponent does know
that the same was given on Account of some Paddy belonging to the
Complainant and brought by the Defendant and this Deponent that the
Defendant agreed to bring it to the Value of Forty Pagodas in Part of
which the said Ten Pagodas with the Words of this Deponent he
paid to the Complainant and for the remaining Thirty Pagodas he gave
the Cadjan Writing aforesaid to the Complainant And more saith

Said to be a true Copy of the Original Cadjan Bond delivered
to the Mayors Court and delivered by Order of Court the 24th
of 1774

James Taylor

3d ---- not to this Interrogatory

To the last Interrogatory this Deponent saith that the Time that the said Tickitte Richman left this Deponents Room was as near as this Deponent can Remember about the Time appointed to the said Vadie Marcus for the Money for which the said Vadie Marcus sent the said Tickitte Richman to this Deponent for the Complainant and that the said Tickitte Richman had not paid for the said Goods that the said Tickitte Richman then Told this Deponent and gave this Deponent Writing for the Remainder of the Money due on the said Goods

Hans Hansen
Examd

Additional Interrogatories

To be Administered to the said Deponent on the behalf of the Complainant in addition to the Interrogatories Exhibited in this Cause on the part of the Complainant

Ditto 1st Did you know the said Vadie Marcus and did you Transact Business with him in the Name of Tickitte Richman or in your own Name

Ditto 2d Did you know the said Tickitte Richman and did you Transact Business with him in the Name of the said Vadie Marcus or in your own Name

Ditto 3d Did you know the said Vadie Marcus and did you Transact Business with him in the Name of Tickitte Richman or in your own Name

Ditto 4th Did you know the said Vadie Marcus and did you Transact Business with him in the Name of Tickitte Richman or in your own Name

Ditto 5th Did you know the said Vadie Marcus and did you Transact Business with him in the Name of Tickitte Richman or in your own Name

Examd on the Interrogatories } 1st Do you know the Complainant and Defendant in this Cause

2d Do you know the Lands and Premises in the Pleadings in this Cause mentioned and Described

3d Do you know or believe that the said Defendant is Seized or Possessed of any and what Estate or Interest in the said Lands and Premises

4th Do you know or believe that the said Defendant hath Mortgaged or Incumbered the said Lands and Premises or any and what Part thereof and to whom and when and for what Consideration

5th Do you know or believe that the said Defendant hath Sold or Conveyed the said Lands and Premises or any and what Part thereof and to whom and when and for what Consideration

6th Do you know or believe that the said Defendant hath Leased the said Lands and Premises or any and what Part thereof and to whom and when and for what Rent and for what Term of Years

7th Do you know or believe that the said Defendant hath Received the Rents and Profits of the said Lands and Premises or any and what Part thereof and for what Time and Period and what Amount or Value thereof

8th Do you know or believe that the said Defendant hath Committed any and what Waste upon the said Lands and Premises and in what Manner and to what Amount or Value

9th Do you know or believe that the said Defendant hath Cut down and Destroyed any and what Timber Trees upon the said Lands and Premises and to what Amount or Value

10th Do you know or believe that the said Defendant hath Erected any and what Buildings upon the said Lands and Premises and at what Time and Period and at what Expence

11th Do you know or believe that the said Defendant hath Made any and what Improvements upon the said Lands and Premises and at what Time and Period and at what Expence

12th Do you know or believe that the said Defendant hath Made any and what Alterations in the said Lands and Premises and at what Time and Period and at what Expence

13th Do you know or believe that the said Defendant hath Made any and what Additions to the said Lands and Premises and at what Time and Period and at what Expence

14th Do you know or believe that the said Defendant hath Made any and what Repairs upon the said Lands and Premises and at what Time and Period and at what Expence

15th Do you know or believe that the said Defendant hath Made any and what Improvements Alterations Additions or Repairs upon the said Lands and Premises and at what Time and Period and at what Expence

16th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Rent of the said Lands and Premises or any and what Part thereof and from whom and when and for what Time and Period and what Amount or Value thereof

17th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Timber Trees Cut down and Destroyed upon the said Lands and Premises and from whom and when and what Amount or Value thereof

18th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Buildings Erected upon the said Lands and Premises and from whom and when and what Amount or Value thereof

19th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Improvements Alterations Additions or Repairs upon the said Lands and Premises and from whom and when and what Amount or Value thereof

20th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Waste upon the said Lands and Premises and from whom and when and what Amount or Value thereof

21st Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Rent of the said Lands and Premises or any and what Part thereof and from whom and when and for what Time and Period and what Amount or Value thereof

22d Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Timber Trees Cut down and Destroyed upon the said Lands and Premises and from whom and when and what Amount or Value thereof

23d Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Buildings Erected upon the said Lands and Premises and from whom and when and what Amount or Value thereof

24th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Improvements Alterations Additions or Repairs upon the said Lands and Premises and from whom and when and what Amount or Value thereof

25th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Waste upon the said Lands and Premises and from whom and when and what Amount or Value thereof

26th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Rent of the said Lands and Premises or any and what Part thereof and from whom and when and for what Time and Period and what Amount or Value thereof

27th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Timber Trees Cut down and Destroyed upon the said Lands and Premises and from whom and when and what Amount or Value thereof

28th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Buildings Erected upon the said Lands and Premises and from whom and when and what Amount or Value thereof

29th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Improvements Alterations Additions or Repairs upon the said Lands and Premises and from whom and when and what Amount or Value thereof

30th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Waste upon the said Lands and Premises and from whom and when and what Amount or Value thereof

31st Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Rent of the said Lands and Premises or any and what Part thereof and from whom and when and for what Time and Period and what Amount or Value thereof

32d Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Timber Trees Cut down and Destroyed upon the said Lands and Premises and from whom and when and what Amount or Value thereof

33d Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Buildings Erected upon the said Lands and Premises and from whom and when and what Amount or Value thereof

34th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Improvements Alterations Additions or Repairs upon the said Lands and Premises and from whom and when and what Amount or Value thereof

35th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Waste upon the said Lands and Premises and from whom and when and what Amount or Value thereof

36th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Rent of the said Lands and Premises or any and what Part thereof and from whom and when and for what Time and Period and what Amount or Value thereof

37th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Timber Trees Cut down and Destroyed upon the said Lands and Premises and from whom and when and what Amount or Value thereof

38th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Buildings Erected upon the said Lands and Premises and from whom and when and what Amount or Value thereof

39th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Improvements Alterations Additions or Repairs upon the said Lands and Premises and from whom and when and what Amount or Value thereof

40th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Waste upon the said Lands and Premises and from whom and when and what Amount or Value thereof

41st Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Rent of the said Lands and Premises or any and what Part thereof and from whom and when and for what Time and Period and what Amount or Value thereof

42d Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Timber Trees Cut down and Destroyed upon the said Lands and Premises and from whom and when and what Amount or Value thereof

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194th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Improvements Alterations Additions or Repairs upon the said Lands and Premises and from whom and when and what Amount or Value thereof

195th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Waste upon the said Lands and Premises and from whom and when and what Amount or Value thereof

196th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Rent of the said Lands and Premises or any and what Part thereof and from whom and when and for what Time and Period and what Amount or Value thereof

197th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Timber Trees Cut down and Destroyed upon the said Lands and Premises and from whom and when and what Amount or Value thereof

198th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Buildings Erected upon the said Lands and Premises and from whom and when and what Amount or Value thereof

199th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Improvements Alterations Additions or Repairs upon the said Lands and Premises and from whom and when and what Amount or Value thereof

200th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Waste upon the said Lands and Premises and from whom and when and what Amount or Value thereof

201st Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Rent of the said Lands and Premises or any and what Part thereof and from whom and when and for what Time and Period and what Amount or Value thereof

202d Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Timber Trees Cut down and Destroyed upon the said Lands and Premises and from whom and when and what Amount or Value thereof

203d Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Buildings Erected upon the said Lands and Premises and from whom and when and what Amount or Value thereof

204th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Improvements Alterations Additions or Repairs upon the said Lands and Premises and from whom and when and what Amount or Value thereof

205th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Waste upon the said Lands and Premises and from whom and when and what Amount or Value thereof

206th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Rent of the said Lands and Premises or any and what Part thereof and from whom and when and for what Time and Period and what Amount or Value thereof

207th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Timber Trees Cut down and Destroyed upon the said Lands and Premises and from whom and when and what Amount or Value thereof

208th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Buildings Erected upon the said Lands and Premises and from whom and when and what Amount or Value thereof

209th Do you know or believe that the said Defendant hath Received any and what Sum or Sums of Money for Improvements Alterations Additions or Repairs upon the said Lands and Premises and from whom and when and what Amount or

Account Thereof was given. Upon which for the Defendant
Particularly did or did not the Defendant at any time or times Pro-
to pay the Amount of the said Cajan Writing The Validity thereof
fully and Particularly Declare

To Ditto 6th Did or did not the Defendant in this Cause declare to Lindsay
Some Person or Persons on the Invalidity of the Cajan Writing in the Pro-
Interrogatory mentioned and Whom to your Knowledge was the
said Writing given by the said Defendant & what for any Money
Lindsay agreed to Lend by you to the said Defendant fully
and Particularly Declare

To Mylapore 7th Did you or did you not at any time or times During the Pen-
dency of this Cause Communicate Report or Declare to the Complainant
the Present Action was Commenced Upon without Answer by the Defendant
give the 8th Did or did not the Defendant Promise to Pay the Amount
Thereof & the Matters Relating to the Cajan Writing to be Referred to
Remembrance and Declare fully and Particularly Declare

To Tornachellum 8th Did or did not the Defendant in this Cause at any time
and whether go to the House of the Complainant and Promise to Pay the
Money in Question in this Cause was prevented by your Servants
And did Upon or Declare that the said Defendant Promised
Pay the same Declare

To Minapah 9th Did you or did you not at any time or times Communicate or
the Present Action was brought by the Defendant in this Cause & the Complainant
in this Cause about the Money in Question in this Cause Upon
did or did not the said Defendant desire that a Discount

With Respect to the Cause and give them to the said Defendant to Pay the
Money in Question by Bill or Note or that he would Pay the Same
said Defendant Pay to the Complainant or to any Person or Persons
on his Behalf or Whether the Complainant or Defendant Received the
same Fully and Particularly Declare

To all the Witnesses } 10th Do you know of any other Matter or Thing Upon Your Oath
or upon Your Affirmation touching the Matters in Question in this Cause
that You think Proper to be Examined to Declare Upon the Whole
the same as you shall answer at your Peril Declare Fully and Particularly
Interrogated

John Taylor
Major for the Complt

Pattison Plaintiff Attorney & Solicitor
for the Complainant in this Cause
Pattison & Elias Plaintiffs Defendant

On the Part of the Complainant

Depositions of Witnesses in this Cause Sworn before the Commissioner in this Cause
at Madras

Vade Mancaw of Madras Taylor Aged 30 Years being Produced as a Witness in this
Cause On the Part of the Complainant was on the 28 day of December 1773 Sworn
before the Commissioner at the Office of Mr Gideon Pattison Attorney for the Defendant & Examined
upon the Interrogatories & Schedule of Papers to the Commission annexed Deposeth
said Deposition Taken & Sworn on the 28 Day of December & Signed the
Same being Sworn and Examined Deposeth as follows

1st To the first Interrogatory this Deponent Answereth & Saith that he

Account thereof was given upon Oath before the Commissioners fully and Particularly Deposed

To Ditto 6th Did order did not the Defendant in this Cause do or cause to be done any Act Matter or thing whatsoever in Obedience to the said Writing given by the said Defendant Also for any money Interrogatory mentioned and do Shew Cause why you Oppose the said Writing given by the said Defendant Also for any money Limbs by you to the said Defendant Fully and Particularly Declare

To Mylappan 7th Did you or did you not at any time or times Demand of the Defendant in this Cause any money upon Account of the Complainant and for which the said Defendant refused to Pay the same if so when and where and Commanded you to Depart without Answer if the Defendant gave Note to Did order did not the Defendant Pay into the Pagoda the whole of the Sum Recovered by the Decree in this Cause Pursuant to the Report Remembrance and Petition fully and Particularly Declare

To Arnachellum 8th Did order did not the Defendant in this Cause attend the Commissioners and shew cause to the Contrary when and where the Complainant and Defendant Moneys Questions in this Cause were to be Heard and Determined Pursuant to the Decree Report and Petition and did you or did you not know that the said Defendant Promised to Pay the same Fully and Particularly Declare

To Munapah 9th Did you or did you not at any time or times Demand of the Defendant in this Cause the Complainants Moneys in Question in this Cause and did the Defendant refuse to Pay the same if so when and where and did you not Command the said Defendant to Depart without Answer and did the Defendant desire Time to

Pay the same and did you not give Note to the Defendant that if he did not Pay the Complainants Money in Question by such a time or Day Interest should be Charged thereon and did the said Defendant Neglect to Pay the Complainant the same or any part thereof and did you not Demand Interest thereon from the Defendant and did the Defendant refuse to Pay the same Fully and Particularly Declare

Exhibits Witnesses } 10th Do you know of any Writings or Deeds or Writings whatsoever upon Record or otherwise Relating to the Matters in Question in this Cause and if you do know of the same Declare the Nature and Contents thereof and in whose Custody the same now are and how you came to the Knowledge thereof Fully and Particularly Declare

Interrogated

Major Cootes

Mr Arnaparsaram

Mr Ramaswamy

Mr Ramaswamy

Mr Ramaswamy

The Complainant Thomas Bradstreet in his Cause against Thomas Pechell Hassan Hussain Khan & others Defendants

Interrogatories on the part & behalf of the said Defendant Tahuldar Mahomed Hussain Khan to be administered to & exhibited in this Cause on the part & behalf of the said Complainant Thomas Bradstreet

2d ..... To the Second Interrogatory this Deponent saith that he was born in the Month of October one thousand Seven Hundred and Seventy Six as appears from the Register in this Cause & Twenty four Days that they Deponent knows by reason of his having Entered the Service of the Honble Company at Fifteen Years of Age & that they Deponent has been in the Service of the Honble Company Three Years & Upwards

3d ..... To the Third Interrogatory this Deponent saith that he knows the said Mount Labedie & they have been Friends for many Years past & that they Deponent knows the said Mount Labedie to be a Man of Property & that they Deponent has been informed by the said Mount Labedie that he has lent Money to the said Defendant & that they Deponent has been informed by the said Mount Labedie that he has lent Money to the said Defendant to enable him to pay the Amount of the Bonds given by the said Defendant to the Complain

And the said Defendant for Answer to the First Year Interrogatory
3d ... To the 3d Interrogatory this Deponent saith that the
Defendant Richard Richardson did not at the Time of the
Writing mentioned in the Bill of Complaint pay to the Complainant
the Sum of Two Hundred Pounds in the Bill mentioned or any
part thereof but this Deponent saith that the Defendant
Richard Richardson did pay to the Complainant the Sum of
Two Hundred Pounds in the Bill mentioned on the Day of the
Writing of the Bill of Complaint in part of the Sum of Four
Hundred Pounds in the Bill mentioned being the Amount of
the Bond in the Bill mentioned and this Deponent saith that
the Defendant Richard Richardson hath not paid to the
Complainant any other Sum of Money on account of the
Bond in the Bill mentioned or any part thereof and this
Deponent saith that the Defendant Richard Richardson
hath not at any time since the Writing of the Bill of
Complaint in this Cause paid to the Complainant any
Interest for the Sum of Four Hundred Pounds in the Bill
mentioned or any part thereof and this Deponent saith
that the Defendant Richard Richardson hath not at any
time since the Writing of the Bill of Complaint in this
Cause paid to the Complainant any Interest for the Sum
of Two Hundred Pounds in the Bill mentioned or any part
thereof and this Deponent saith that the Defendant
Richard Richardson hath not at any time since the Writing
of the Bill of Complaint in this Cause paid to the
Complainant any Money on account of the Bond in the
Bill mentioned or any part thereof and this Deponent
saith that the Defendant Richard Richardson hath not
at any time since the Writing of the Bill of Complaint
in this Cause paid to the Complainant any Interest for
the Sum of Four Hundred Pounds in the Bill mentioned
or any part thereof but this Deponent saith that the
Defendant Richard Richardson hath not at any time
since the Writing of the Bill of Complaint in this
Cause paid to the Complainant any Money on account
of the Bond in the Bill mentioned or any part thereof
and this Deponent saith that the Defendant Richard
Richardson hath not at any time since the Writing of
the Bill of Complaint in this Cause paid to the
Complainant any Interest for the Sum of Two Hundred
Pounds in the Bill mentioned or any part thereof and
this Deponent saith that the Defendant Richard
Richardson hath not at any time since the Writing of

1819

Mayors Courtas

Madraspatnam

Between Thatcher Arstein & Co of Madras Merchants
Complainants and Sheikka Kistnama alias
Kistna & Defendant

On the Part of the Complainants

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

Ninagapah of Madras Shroffs by Age 35 Years being Produced as a Witness
in this Cause on the Part of the Complainants and Sworn this 25 Day of January 1773 Saith
Person at the Office of Mr Gardiner Fishwicks is Attorney for the Defendant by Cowdegah may Interpret
who also Saith Him a Note of the Name Title and Place of abode of the said Deponent and Sworn
on the Day following being Sworn and Examined Deposeth as follows viz.

1st ... To the first Interrogatory the Deponent saith He the Deponent is well
Acquainted with the Complainants and Thatcher Arstein & Co Merchants
and that He the Deponent knows the Defendant Sheikka Kistnama alias Kistna in this Cause
and that He hath been known him these Seven and Twenty years and Thirty years and upwards
without to this Interrogatory Says

2d ... To the Second Interrogatory this Deponent saith He the Deponent hath known the Complainants
and the Defendant in this Cause for the Space of Seven and Twenty years and Thirty years and upwards
without to this Interrogatory Says

3d ... To the Third Interrogatory this Deponent saith He the Deponent hath known the Complainants
and the Defendant in this Cause for the Space of Seven and Twenty years and Thirty years and upwards
without to this Interrogatory Says

4th ... To the Fourth Interrogatory this Deponent saith He the Deponent hath known the Complainants
and the Defendant in this Cause for the Space of Seven and Twenty years and Thirty years and upwards
without to this Interrogatory Says

5th ... To the Fifth Interrogatory this Deponent saith He the Deponent hath known the Complainants
and the Defendant in this Cause for the Space of Seven and Twenty years and Thirty years and upwards
without to this Interrogatory Says

6th ... To the Sixth Interrogatory this Deponent saith He the Deponent hath known the Complainants
and the Defendant in this Cause for the Space of Seven and Twenty years and Thirty years and upwards
without to this Interrogatory Says

7th ... To the Seventh Interrogatory this Deponent saith He the Deponent hath known the Complainants
and the Defendant in this Cause for the Space of Seven and Twenty years and Thirty years and upwards
without to this Interrogatory Says

8th ... To the Eighth Interrogatory this Deponent saith He the Deponent hath known the Complainants
and the Defendant in this Cause for the Space of Seven and Twenty years and Thirty years and upwards
without to this Interrogatory Says

9th ... To the Ninth Interrogatory this Deponent saith He the Deponent hath known the Complainants
and the Defendant in this Cause for the Space of Seven and Twenty years and Thirty years and upwards
without to this Interrogatory Says

Mark Ninagapah

Sworn before me

Thomas Graham

Lungs and the Respiration and Circulation are perfectly
natural without Pain or the least Uneasiness

How Manns
Exam.

Interrogatories to be Administered
unto Witnesses on the part and behalf
and Examined on the part and behalf
of the Defendants in a certain Cause and
Proceeding now depending in the Honorable
the Supreme Court of Judicature at Madras
wherein Hastan Astons of Madras
Armenian Merchant is Complainant
and
The Honble Stringer Scott Esqr and others
Defendants

1st Do you know the Parties Complainant and Defendants
in this Cause or either of them and how long have you known them or either
of them and which of them do you Declare.

To Dindigamulay
Condapah
Tancatachee
Moradeen
Lungapah

2d Do you do or did the Defendants the Honble Stringer Scott Esqr
Chief of Bengal and the Members of his Council or any and which of them
in their Publick Capacities or otherwise Transact Negotiate or Correspond
with you touching the Mortgage Obligation in the Complainants Bill
of Complaint mentioned or touching any and what Sum or Sums of Money
in the Complainants Bill mentioned to be due and owing upon the said
Mortgage Obligation and if so Declare the Nature and Circumstances
thereof fully and particularly and whether the Sum of [illegible]

(151)

or Obligation therein Defendants Company with the said Corporation Seal thereto
and produced unto you in Order that you might Sign your Names as Witnesses
thereto and are to understand the Manner Predicament Condition and Mode of Payment
Encumbrance Mortgage and Obligation mentioned in Writing to the said Bond
is inscribed with your Knowledge and by your Consent The whole of those
Matters According to the best of your Knowledge Remembrance Belief
together with the Reasons of your Belief fully and particularly Declare

To the same 3d Do you do or did you ever know whether the Sum of Thirty Pagodas
mentioned in the said Mortgage Obligation to have been received by the
Complainant or any or either of them of the said Complainant or by the said
Corporation Seal of the Company and Sealed the Defendants in their
Case The whole of those Matters According to the best of your Knowledge
Remembrance and Belief together with the Reasons of your Belief
fully and particularly Declare

To the Witnesses 4th Do you know of any other Matter or Thing to have any
hinderance why your Testimony touching the Premises in Question in this
Cause should not be read and Published for the Benefit or Advantage of the Complainant Say
Declare What can any or either of you know to have been informed or do believe touching the Reasons
of your respective Belief as fully as if you had been thereunto Particularly
Interrogated.

Gedeon Smith
Atty for his Dept

(152)

Mayor's Court

Madraspatnam

Between Thomas Bentley Plaintiff

Richard Cosgrave and David Hobbs

Richard Stevenson Macrae Assistant

Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Commissioners

in their Court of Justice at Fort

Pondamalay Cundapatah Head Peon to Mr. Register Cosgrave aforesaid being

produced as a Witness in this Cause on the Part of the Defendant came on the 5th

May 1778 before the Commissioners the Officers of this Court duly sworn

Complainants by Cudapa Employment to take a Copy of the Mortgage

Bill and Receipt of the said Defendant and afterwards the same

Day being

Sworn and Examined Deponeth as follows viz.

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

know Thomas Bentley the Complainant in this Cause but that he has

known Richard Stevenson the Defendant in this Cause and that he hath

known him thirty years or thereabouts and knows nothing more

Interrogatory

2d ---- To the second Interrogatory this Deponent saith that the said Defendant

this Cause did on or about the month of January in the year of our Lord

Thousand seven hundred and seventy eight in Company with the Complainant

as Witness his Hand and Seal to a Mortgage Obligation Bond

of the Complainant in this Cause bearing Date the Seventh day of

aforesaid and that to the best of this Deponents Knowledge

Remembrance and Belief the Writing now produced and shewn to

at the time of this Examination is not the

(153)

Mortgage Obligation Bond executed by the said Defendant in Company with the said Complainant as long as he and

Cosgrave remained at Madraspatnam and that they might sign their names as Witnesses

thereto but that this Deponent cannot say that he saw the said Defendant and Complainant

execute the said Mortgage Obligation Bond or that he was present at the time of its

being executed by them nor does he know any thing more touching

Interrogatory

3d ---- To the third Interrogatory this Deponent saith that he does not know

the Sum of Money mentioned in the said Mortgage Obligation to have

been received by the Complainant or Company and by the said Complainant or by the

said Defendant or Persons of the Complainant in the Defendant in this

Cause and more saith not to the last Interrogatory

Sworn

Before me

Commissioners

Mayors Courts
Madraspatnam

Between Thomas Anstruther Attorney of Madras
Merchant Complainant and Peter Richard
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.

Vencatachee Mootelchetty of Madras Painter Aged 50 years or thereabouts being duly
and Witness in this Cause on the Part of the Defendant sworn and being
sworn in Person at the Office of Mr. John Stephenson his Attorney for the Complainant by
virtue of a Commission to him directed out of this Court bearing Date the 8th Day of May 1771
directed to Thomas Hall Esqr. and Captain Alexander Allan Commissioners
&c. &c. &c. for taking the Answers Depositions and Examinations of Witnesses
in this Cause and the said Commissioners having returned the same Duly taken
and Closed as by the Writing Obligatory thereof remaining with the Clerk of the
Depositions may appear Deposeth as follows viz.

1st. To the first Interrogatory in the Defendants Answer named
This Deponent saith that he hath known the Defendant Peter Richard
for the Space of Eight Years last past and that he hath known the Complainant
Thomas Anstruther for the Space of Three Years last past and that he
this Deponent hath frequently seen the Defendant and Complainant
transact Business together

2d. To the second Interrogatory this Deponent saith that he hath frequently
seen Bonds given by the Defendant to the Complainant for Money lent
and Borrowed and that he this Deponent hath frequently seen the Defendant
pay Interest to the Complainant for the Money so lent and borrowed
but this Deponent cannot say to what Amount the Interest so paid
by the Defendant to the Complainant hath been

3d. To the third Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

4th. To the fourth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

5th. To the fifth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

6th. To the sixth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

7th. To the seventh Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

8th. To the eighth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

9th. To the ninth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

10th. To the tenth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

11th. To the eleventh Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

12th. To the twelfth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

13th. To the thirteenth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

14th. To the fourteenth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

15th. To the fifteenth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

16th. To the sixteenth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

17th. To the seventeenth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

18th. To the eighteenth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

19th. To the nineteenth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

20th. To the twentieth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

21st. To the twenty first Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

22d. To the twenty second Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

23d. To the twenty third Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

24th. To the twenty fourth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

25th. To the twenty fifth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

26th. To the twenty sixth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

27th. To the twenty seventh Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

28th. To the twenty eighth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

29th. To the twenty ninth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

30th. To the thirtieth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

31st. To the thirty first Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

32d. To the thirty second Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

33d. To the thirty third Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

34th. To the thirty fourth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

35th. To the thirty fifth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

36th. To the thirty sixth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

37th. To the thirty seventh Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

38th. To the thirty eighth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

39th. To the thirty ninth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

40th. To the fortieth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

41st. To the forty first Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

42d. To the forty second Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

43d. To the forty third Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

44th. To the forty fourth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

45th. To the forty fifth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

46th. To the forty sixth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

47th. To the forty seventh Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

48th. To the forty eighth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

49th. To the forty ninth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

50th. To the fiftieth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

51st. To the fifty first Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

52d. To the fifty second Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

53d. To the fifty third Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

54th. To the fifty fourth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

55th. To the fifty fifth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

56th. To the fifty sixth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

57th. To the fifty seventh Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

58th. To the fifty eighth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

59th. To the fifty ninth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

60th. To the sixtieth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

61st. To the sixty first Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

62d. To the sixty second Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

63d. To the sixty third Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

64th. To the sixty fourth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

65th. To the sixty fifth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

66th. To the sixty sixth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

67th. To the sixty seventh Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

68th. To the sixty eighth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

69th. To the sixty ninth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

70th. To the seventieth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

71st. To the seventy first Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

72d. To the seventy second Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

73d. To the seventy third Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

74th. To the seventy fourth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

75th. To the seventy fifth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

76th. To the seventy sixth Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed and that he this Deponent
hath frequently seen the Defendant pay Interest to the Complainant
for the Money so lent and borrowed but this Deponent cannot say
to what Amount the Interest so paid by the Defendant to the Complainant
hath been

77th. To the seventy seventh Interrogatory this Deponent saith that he hath frequently
seen Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed but this Deponent cannot
say to what Amount the Money so lent and borrowed by the Complainant
to the Defendant hath been nor to what Amount the Mortgage Bonds or
Obligations given by the Defendant to the Complainant for Money so lent
and borrowed as aforesaid are but this Deponent believes the Amount
of the Mortgage Bonds or Obligations given by the Defendant to the
Complainant for Money lent and borrowed as aforesaid to be Considerable
but this Deponent cannot say to what Amount

78th. To the seventy eighth Interrogatory this Deponent saith that he hath frequently
seen

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Inhabitants Witnesses &c. Defendant on this Cause and the said Witnesses having been
Sworn Eighteen or thereabouts and more were Produced
2d ---- To the Second Interrogatory the Deponent saith the Defendant is the
Person mentioned in the Bill of Complaint in this Cause and is
Seized and Possessed of the Equity of Redemption of the Mortgaged
Premises in the Complainants Bill of Complaint mentioned
Obligations of the Mortgage in the Complainants Bill of Complaint
Conveyance other Matters or Things therein mentioned and more
To the Second Interrogatory
3d ---- To the Third Interrogatory the Deponent saith he is well
Acquainted with the Defendant and knows
Mortgaged Premises in the Complainants Bill of Complaint
Mortgage Bill of Sale of the Premises in the Complainants Bill
if they might Sign their Names as Witnesses to the Mortgage Bond
they would but the Defendant took the
Mortgage Bill of Sale from the Defendant to this
appeared and Executed the same in this
To the Third Interrogatory
4th ---- To the Last Interrogatory this Deponent saith
Mortgaged Premises are of the Value of
Sworn the

The Worshipful
Singapore

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Mayors Court
Madrasapatnam

Tuesday the 23d Day of August
Anno Domini 1774.

Present

George Lauzo Esquire Mayor
George Baker John Turing and
Andrew Majendie Aldermen

Between Thomas Abraham Hall
Merchant Complainant and Isabella Kirkman
of the same place Widow Defendant

This Cause coming to be Heard and Debated this Day
in the Presence of the Attorneys on both Sides and Reading the Complainants Bill
with the Exemplification of a Mortgage Annexed the Defendants Answer Exhibits
The Commission and Depositions and Interrogatories and Depositions on the Part of the
Complainant with a Report Thereon Exhibits and Depositions on
the Part of the Defendant and Hearing the Pleadings made Thereto by the
Attorneys and Due Consideration had Thereon This Court doth think fit
to Order and Decree as doth Accordingly Order and Decree that the
Defendant do Pay unto the Complainant the Just and Principal Money Thirty
Pagodas Pag: 30 - - - Together with the Interest thereof to be Computed Due
thereon from the first Day of January one Thousand Seven Hundred and
Seventy three and Costs of Suit Payment to be made to the Said Complainant or
Credit

Clerk

Fort St. George 8th October 1778

To the Honorable the Mayor

Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honorable Court
Peter Theodore Bruneau Philip Laborieux Stephen Dominico Mestayer
Armachitoons of Madras Inhabitants Natives of Europe the Petitioners
the first and last Sum of Fifty Nine Pagodas and Two Thirds Current Money
of Madras making in Sterling Money of Great Britain
Twenty Eight Shillings for every Pagoda the Sum of Seventy three
and Two Thirds Shillings as hereafter will more fully and at large
Appear by a Translate of their Roobrs in Writings Allegations and such
further Proofs may be Admitted as parts of this your Orators Bill of Complaint
And your Orators further Shew that this Honorable Court the Mayor
frequently and in case Armachitoons Refuse to pay unto such
Armachitoons of their aforesaid Sum of Fifty nine Pagodas and Two
Thirds

Petitioners Humble Request to this Honorable Court is that
Armachitoons Obstinately Refuse Wilfully Refuse to Pay the Sums
your Orators Petitioners Request Summons to Issue forthwith
thereupon Requiring them personally to be and Appear before this
Honorable Court to Answer the Premises and further to Stand
and Abide by such Order and Decree therein as to this Honorable
Court shall seem meet

Jno Sykes

Atty for the Petitioners

Sum of Fifty nine Pagodas and Twelve Cash with all such Interest as
now is or shall hereafter be accrued thereon also all Costs of this Suit

May it Please this Honorable Court to cause the said
Armachitoons to be Summoned and Required by the Sheriff of Fort St
George Town of Madrasapatnam and the Districts thereof personally
to be and Appear before this Honorable Court at certain Time and
Place to be by this Honorable Court Prefixed and Appointed therein and there
to Answer the Premises Orators Bill of Complaint and Specifically to Stand
to and abide by such Order and Decree therein as to this Honorable
Court shall seem meet

Jno Sykes

Atty for the Petitioners

Madras 19th June 1778

We Armachitoons Inhabitants of Europe Descent of the Body of Madras Inhabitants do
hereby Acknowledge to have Borrowed and Received Loan Advance Interest
from Mr Peter Theodore Bruneau English Merchant Deputy Agent the Sum
Sum of Fifty Seven and Three Pagodas 53 2/3 Current Money of
Madras which Sum of Principal Money with Interest thereof as herein
after Mentioned from the Beginning of July next the Sum of Five
Pagodas for Every Hundred the Fifty Two and Three Quarters Pagodas
said with the Interest thereof all due Sums and Payments of this present
after Mentioned Engaged the Siege my Estate and Effects Rights

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by Lawrey

Witnesses

Nallayah

Chattayen

Madras 19th June 1773

Mayors Court at

Madraspatnam

Tuesday the 6th Day of September

Anno Dominie 1774

Present

George Lavage Esquire Mayor

George Baker George Monbrau

Aldermen

Between The Honble Edward Saber

Billy & Attorney of Hyder Ironside

Mesnaway Complainant Plaintiff

& Amochellum of Madras Inhabitant

Defendant

It Appearing by the Records of this Court

that this Space of Six Months (the Time Limited in their Majesties Charter

is elapsed since the Return of the Warrant by Sequestration issued against

the Defendants Effects and the Defendant hath not made any appearance

in Court to Answer the Complainants Bill of this Court & doth therefore

think fit to Order and Decree and do hereby Order and Decree that the

Defendant do pay unto the Complainant the full and just Sum of

Fifty Nine Pagodas and Twelve Cash (Pag. 59.12) Pagodas with Bill

which Interest as now is or shall become due thereon until

full Payment is made & all Costs of this Suit

Pleas

Dr Amochellum in Account with Messrs. Edward Saber & Co. Cr

1773.

June 19 By Bills Amount of your Bond

Illustrate ... 52.31.10

To Ditto ... Ditto ... 5. -. -

57.31.10

To Interest on Ditto from 19th June

to the 30th September 1773

Three Months ...

Pagodas 1.10.52

59.12

Errors Excepted

Pagodas

Fiedt 28th Sept 1775

To the Honorable the Mayor
Court of Madrasapatnam

Humbly Complaining shewn unto this Honble Court
Peter Lyon Longe of Portland Jamy Esquire Plaintiff
Mannaseny of Madras Merchant Under Defendant
Peter in the Sum of Two Thousand Pagodas Current
Money of Madras making in Sterling Money of Great Britain
One Hundred & Seventy Eight Pounds Eight Shillings Sterling
Two Hundred & Seventy Pagodas Arrears thereof Due
Respondentia Bond or Writing Obligatory from Defendant
Date the Fourteenth Day of January in the Year of Our Lord
One Thousand Seven Hundred and Seventy four for the Sum
Two Thousand Pagodas with Lawful Interest for the Same
Respondentia as by the Said Bond or Writing Obligatory
Same reference thereunto had may more fully and at Large
and from Bondsmen Plaintiff Prays to Answer the
Plaint for the Cause of Action Mentioned in the Plaint
Herein Mentioned Principal and Premium Money Bond
Due Days of the Date thereof Defendant Hath Not
Yet Paid Plaintiff Thereof Although Often Requested
So Doing Wherefore Plaintiff Cometh into this Honble
Court and Prays Process of this Honble Court to Issue
Against Defendant Commanding him to be and Appear
Before Your Honours Court at a Certain Time Therein
Appear by the Said Respondentia Bond or Writing Obligatory
Your Orators Custody and Readily to Produce and for the
Due Performance of Your Orators Demand Plaintiff
His Honorable Court Therein Prays Relief

Whereupon this Honorable Court Ordered the said Defendant
Engage and Give Recognizance with Sureties Duly Bail in the
Sum of Two Thousand Pagodas Current Money of Madras on the
Fifteenth Day of this Month to Appear and Answer unto
your Orator for this Cause Whereupon this Honorable Court Ordered the
Said Defendant Do Forthwith Pay unto Your Orator the Principal
Sum of Two Thousand Pagodas with Lawful Interest for the
Same Respondentia Bond or Writing Obligatory Mentioned
from the Said Defendant Manaseny Thereof Deducting Three
Thousand Pagodas

Whereupon Defendant Manaseny Appeared before this Honorable
Court and Said Defendant Manaseny Offered Legal Plea
Refuses to Pay the Same unto your Orator any manner of
Satisfaction Touching the Premises your Orator thereupon Prays
General Relief as to this Honble Court shall Appear
Honorable Equity and good Conscience & the Said Thereupon that
the Said Defendant Manaseny may Answer the Premises Oath
full true Direct and Perfect Answer make to all and Singular the
Matters and Things herein before Set forth and Declared 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 Principal
Sum of Two Thousand Pagodas with all Such Lawful Interest as
now is or shall Hereafter become Due thereupon as also Costs
of this Suit

Whereupon Plaintiff Peter Lyon Longe of this Honorable Court the Same
Said Defendant Manaseny to be Summoned and Required
by the Sheriff of Fort Saint George Town of Madrasapatnam and
the Districts Thereof Commanded by the Said Honorable

Present as Chairman Thomas Oakes Esqr. This Honorable Court
and Appointed Thomas Dixon & Thomas Rodyam Peons
of this Court to Serve Subpoenas upon the Defendants
Returnable on the first Monday in March next

12th Septr 1774

This Bill was then taken
in the Order of Appearance
and Subscribed & Sworn to
before the Court Day
& Year above Written

Thos Oakes

Mayor

Madrasapatnam

Sundays the 13th Septr 1774

Present

George Lange Esquire Mayor
Thomas Oakes Esqr
John Dixon
Alderman

Between George Lange Esqr Mayor
Thomas Oakes Esqr
John Dixon
Alderman
Complainants

And

The Defendant Coja in Custody
This Cause by the Complainants Counsel
Moved for the Defendant to be Called
which was done accordingly

1774

that the Defendant shall pay unto the Complainants the said sum
Sum of Three Thousand Pagodas Pags 3000 — Together with the
costs of Suit as now is or shall Thereafter become Due thereupon and the
full Payment thereof also all Costs of this Suit

Thos Oakes

Friday 16th Septr 1774

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court
your Orator Ramanjulu of Madras Merchant that Coja Phillipo
Moracan of the same place Merchant stands indebted unto your Orator
in the Sum of Two Lacks and Twenty three Thousand and
Three Hundred Pagodas Current Money of Madras Making in Sterling
Money of Great Britain at the Rate of eight Shillings for every Pagoda
The Sum of Two hundred and forty nine Pounds and Ten Shillings or
thereabouts as does more particularly appear by and Reference Correct
Account annexed for the Inspection of this Honble Court and for the
same may be Provided as to right & Justice doth appertain to your
Orator for further Remedy unto this Honble Court he hath
frequently and in a most Amicable Manner Requested Payment of the
said Coja Phillipo Moracan of the said Sum of Two Hundred and
Forty three Pagodas and Thirty three Fanams —

But Notwithstanding it may it please this Honble Court the said
Coja Phillipo Moracan Contriving Craftily & Deceitfully to Defraud your

Dr

Egar. Phillips Musacanim Account Current with Ramanjulo

Cr

1774						1774				
July	6	To 20 Corgus of Blue Cloth @ 15 Pr Pagoda	300	..	..	Sept.	1	By Ballance	623	33
	10	To 7½ Dito of Dimity @ 23 Pr	176	11	..					
		To 5 Corgus of Blue Handkerchiefs @ 25 Pr	125	..	..					
		To 1¼ Dito of Cross Pallampore @ 18	22	22	..					
		Pagodas	623	33	..			Pagodas	623	33

Fort Saint George 1st Sept. 1774

Errors Excepted

P the mark of Ramanjulo

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Mayors Court at
Madrasapatnam

Tuesday the 29th Day of July
Anno Domini 1774

Present

George Lewis Esqr Mayor
Thomas Rumley George Smith
James Hodges and John Lewis
Aldermen

Between Ramasingeroy of Madras
Merchant Complainant and Cojah Petrus
Arminy of the same place Merchant Defendant

The Defendant this day in Court and Acknowledging
that the Defendant is Indebted to the Complainant
in the Sum of Pagodas Three Thousand Six Hundred
and Eighty three & 33/100 Hyder and Pollams which
he promised to pay to the Complainant at the
Rate of Pagodas Three Thousand Six Hundred
and Eighty three & 33/100 Hyder and Pollams on
the 29th Day of this Instant

Ordered

That the Defendant do pay unto the Complainant
the Sum of Pagodas Three Thousand Six Hundred
and Eighty three & 33/100 Hyder and Pollams on
the 29th Day of this Instant

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9th

To the Worshipful the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Worshipful Court your
Orator Anthony Roderick Bench and John Williamson Esqrs of Madras Merchants
That Pagoas Nineteen Thousand Eleven Hundred and Eighty Four and
½ of Madras Merchants Money Sicca Rupees Eight Thousand Pagodas
Eight Hundred and Thirty Six and ½ Fanams Sicca Rupees Two Thousand
Three Hundred and Seventy Eight and ½ Fanams and Two Cash Current Money of Madras Making in Sterling
Money of Great Britain Three Hundred Eighty Eight Pounds Sterling Seven Pagodas
Two Fanams and Two Cash Current Money of Madras Making in Sterling
Money of Great Britain Three Hundred Eighty Eight Pounds Sterling Seven Pagodas
Two Fanams and Two Cash Current Money of Madras Making in Sterling
Money of Great Britain Three Hundred Eighty Eight Pounds Sterling Seven Pagodas
The Sum of Three Hundred and Fifty Two Pounds Eleven Shillings Seven
Pagodas Eight

and Forgiveness of their answer thereunto again by them made
Particularly Interrogated and Thereby Humbly Pray'd
unto your Orders therein and Decrees Thereupon
to be made. Now Regular Proof being made
of the Said Bill of Complaint and Service
of the Subpoena Issued out of this Court
to Compel the Defendant to Appear
to and Answer the Said Bill of Complaint
as by the Return thereof Remaining
Relation being had unto the Said
Bill of Complaint and Answer
and Mature Deliberation
being thereupon had
and Every thing
Seriously Considered
of this Court
Doth Order
and Decree
that the
Defendant
do pay unto
the Complt
all Costs
of this Suit

Mayors Court

Madras Patnam

Thursday the 20th Day of Sept.r

Anno Domini 1774

Present

George Lavage Esqr Mayor

Thomas Bonny George Smith

James Hodges & John Dunning

Aldermen

Between Anthony Fredrick

Franchard & John Willoughby of

Madras Merchants Complainants

and Pelyo Moneapa Canot

Thomvia called Philippo Moneapa

a Convalan of Madras Merchants

Defendant

The Defendant Having been duly and Personally Served with
a Subpoena of this Complainants Bill of Complaint Issued out of this
Court to Compel his Appearance to and Answer the Said Bill of Complaint
and Due Notice thereof Having been Accordingly Given and Done and the
Defendant Not Having Paid unto the Complainants Attorney the Said Sum
of Sum of one Thousand one Hundred and Five Pagodas Twenty
Eight Fanams and Five Cash Pag 1105. 28. 5 Together with
a Month's Interest thereon to Become Due thereon
until Full Payment be made as by the Books of this Court
Doth

Ordered

Filed the 5th Sept 1774

To the Honble the Mayor

Court at Madraspatnam

Humbly Complaining Shew & unto this Hon[ble] Court your Orator Daniel Shaw of Madras Inhabitant that Cropah Chitty of Madras Inhabitant & Native of Madras aforesd Chitty on the 12th day of June 1774 at Madras aforesd by his Note of Hand now in your Orator's Custody Promised to pay unto your Orator or Order the Sum of Three Hundred and Sixty Pagodas Value Received in Money of Madras Reckoning or Sterling Money of Great Britain with the Lawful Interest for the Same from the Date thereof Yet the said Cropah Chitty (tho often thereunto Requested) hath not paid the Principal Sum aforesaid or any part thereof but the same doth wholly Refuse and Neglect to pay the Same to your Orator to the Great Damage of your Orator & Contrary to Equity & Good Conscience

Your Orator hath frequently Demanded & Required of the said Cropah Chitty the Principal Sum aforesaid & Interest thereon to be paid unto your Orator but the said Cropah Chitty Combining & Confederating with Divers Persons unknown to your Orator hath hitherto Refused & Neglected & still doth Refuse & Neglect to pay the same to your Orator without your Orator be Relieved in the Premises by the Equitable Power & Authority of this Hon[ble] Court

In Tender Consideration whereof & for that your Orator is Remediless in the Premises at Common Law & can only have Relief in this Hon[ble] Court where Discovery is Required & Mutual Actions are Cognizable

May it please this Hon[ble] Court to Cause the said Cropah Chitty to be Summoned & Required by the Sheriff of Fort St George Town of Madraspatnam & the Districts thereof Personally to be & appear before this Hon[ble] Court at a Certain Time & Place to be by this Hon[ble] Court for that Purpose Limited & Appointed & then & there to Answer the Premises your Orator's Bill of Complaint & Further to Stand to & abide by such Order & Decree therein as to this Hon[ble] Court shall Seem Meet

Dan[l] Shaw

Attorney for the Complainant

12th June 1774

I Cropah Chitty the within Named Chitty of Madras do hereby grant this Mortgage Bond to Mr Daniel Shaw of Madras Merchant Say Rupees in Red having therefore Mortgaged to your

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my Grandchildren together with my Houses and Estates
Built thereon and Bounded and Limited as upon the Annexed
Hundred and Sixty Pagodas which said Principal Sum
of Interest thereupon with the Costs of Suit I Humbly
Pray you and Demand that I may Recover
upon this Obligation Hereby Bonden Condemn Costs
Witness
Jambu Gnadew
Nadanapatnam

(Signed) Cornelius Pelly

A true Translation as near as can be taken from
the Original this Rellabar Language by Comprador
Court Interpreter

Dan Shaw

Manager for the Complainant

Mayors Courts
Madrasapatnam

Tuesday the 27th Day of July
Anno Domini 1773

Present
George Savage Esqr Mayor
Thomas Bunny George Fredrick
Stephen Benfield Alexander
Belwood

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Inhabitant Complainant and
Cornelius Pelly of Trivatore Inhabitant
and Merchant of Fort St. David

Defendant

The Defendant Being in Court and
Acknowledging the Debt of the Complainant Demanded Mrs Court
doth therefore think fit the Order and Decree and doth Accordingly Order
and Decree that the Defendant do well pay unto the Complainant
the Sum and just Sum of Three Hundred and Sixty Pagodas Rs
360 .. .. Together with such Interest as now is or shall hereafter
become due thereon until the full Payment and Satisfaction of the Costs of this
Suit

Then

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble
Court your Orator Matthew Marks of Madras Inhabitant that
Cornelius Pelly of the same place Merchant Standing indebted unto your
Orator in the Sum and just Sum of one Hundred and Sixty three Pagodas
Fifteen Fanams and Thirty five Cs Current Money of Madras making
in Sterling money of Great Britain after the Rate of Eight Shillings
for every Pagoda the Sum of fifty three Pounds Seven Shillings and Eleven

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[illegible] respectfully prays a Warrant may issue for [illegible]
Heirs of Thos Stevens & Romond for having unduly [illegible]
which your Orator prays may be remitted upon [illegible]
Orator's Bill of Complaint and Answer now Ordered [illegible]
and issue Noviate thereof prayed for summoning [illegible]
Cayley Natchy Stevens and Romond for [illegible]
Costs of Suit

But upon hearing the Undersigned Attorney of this Court for
the said Cayley Natchy Stevens and Romond [illegible]
why your Orator may not have the Relief [illegible]
Bill of Complaint prayed and why a Writ of Injunction [illegible]
Perpetually Staying proceedings at Law in the Premises [illegible]
Costs of this Suit

It is Ordered that the said Cayley Natchy Stevens and
Romond do Cause their Appearance to be entered with the
Register of this Court on or before the 27th day of June next
and in default thereof that the Bill be taken pro confesso
against them and that the same be set down to be heard
forthwith after the Expiration of the said time and in the
mean time that the Injunction prayed for do issue

Magistrates Cutcherry Madrapatnam 19th May 1774

Geo. Stevens Esqr

Geo. Stevens Esqr

A77

Please to file by this Honble Board for their Approbation and
Directions and to attend abide by such Order and Decree therein as this
Honble Board shall direct

Geo. Bromley
Attorney Complt

19th May 1774

I Cayley Natchy of Pangoor Pennaud Natchy of Madras do hereby
Acknowledge to have Borrowed and Received of Hunter Matthews of the same
place Merchant the full and just Sum of One Hundred and Thirty three Pagodas
Sixteen Fanams and Thirty five Cash or Rs 133.16.35 Current Money
of Madras which Sum I do hereby promise to pay him or his Order with Interest
at the rate of Nine Pr Cent Pr Annum in or before the 27th of June next
Witness my Seal and Sign Manual this Obligation Dated as above

Witness
Tenumongalum Subramoneye
Cayley Natchy

Signed Cayley

A true Translation as near as can be from the Original Malabar
Language by Davy Vaz Interpreter

Geo. Bromley
Atty Complt

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Mayors Court at
Madraspatnam

Tuesday the 5th Day of Oct.
Anno Domini 1774

Present
George Lavage Esqr Mayor
Thomas Penny George Smith
Johan Reuter Aldermen

Between Matthew Mark
Inhabitant Complainant and Lessee
of the Exemption Merchant Defendt

Appearing by the Record of this Court
Defendant that he was served with the Rule of this Court
to Plead Answer or Demur to the Bill of Complaint
this day filed and Default having accordingly been
made Ordered and Decreed that the Complainant
do recover against the Defendant the Sum of
Pagodas Thirty three and Fanams Sixteen and
Cash Thirty five Cash being the Amount of the
Interest of Pagodas One hundred and Thirty three
Fanams Sixteen and Cash Thirty five Cash
with Interest thereon due from the Defendant to the
Complainant upon the Bond in the Bill mentioned
and that the Defendant do pay unto the Complainant
the said Sum

against Agreed with Defendant by Interpreter Denies the
Demand by your Orator the Assumed Sum of Pagodas
such Interest as you shall Decree to be due on
Contract this Suit

Know ye that We the Mayor Court of Conscience for
Fort St. George Town & Madraspatnam in the
Presidency of Fort St. George in the Kingdom of Carnatic
time and place Above Specified by the Mayor Court
thereof Recently Holden at Agreed before the Hon.ble Court
then and there to Answer this your Orator's Bill of Complaint
further to Stand to and Abide and Perform such Decree
by this Hon.ble Court shall Come Made

3. October 1774

Thomas Powney
Attorney for the Complainant

I Francisco Xavier Brandão de Souza do Consign

to be Indebted to Mr Francisco in the Sum of Forty one Pagodas which
I Oblige myself to Satisfy at the first Opportunity he May
me when I shall pray him this Demand and take receipt thereof
I shall Satisfy whoever shall Represent this Note
whereof I have Signed Wordernath in my Hand Way of Signing
in the Presence of Witness this 7th Madras 4th July 1774

Signed Francisco Xavier Brandão de Souza

Signed Nicolo De Silva
as Witness

William Dermond
Benjamin Lyo

I Jane Thandalawannan was sworn to Interpret from the
Original into the Portuguese Language by me

Francis Swamy
P. Lety

Mayors Courts
Madraspatnam

Tuesday the 4th Day of October
Anno Domini 1774

Present

George Savage Esqr Mayor
Thomas Powney James Hodges &
Isaac Manton Aldermen

Between Francisco Esqr Plaintiff
Defendant Complainant

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Madras 15th and Gentlemen Defendants

The Defendants being in Court

Acknowledging the Service of this Complainants Summons Dated the 15th Instant to Appear this Day to Answer unto Complaint Exhibited against them by Thomas Hodgson Esqr and Lieut Colonel Alexander Read Agent to the Right Honble the Governor in Council at Fort St George and Commander in Chief of the Coast Forces Complainants Pray that the Complaint may be taken pro Confesso against them and Decreed accordingly

Ordered that the Defendants do pay unto the Complainants the Sum of Two Hundred and Sixty Six Pagodas Eight Fanams and Sixty Cash being the Balance of Account Stated between them as Appears by the Defendants Acknowledgment Dated the 15th Instant

Ordered that the Defendants do pay unto the Complainants the Sum of Two Hundred and Sixty Six Pagodas Eight Fanams and Sixty Cash being the Balance of Account Stated between them as Appears by the Defendants Acknowledgment Dated the 15th Instant

Madras 30th May 1771

John Hollond Mayor

Court at Madrapatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Alexander Read Esqr Agent to the Right Honble the Governor in Council at Fort St George and Commander in Chief of the Coast Forces that Armando Pillai of Madrapatnam Merchant Stands Indebted unto your Orator in the Sum of Two Hundred and Sixty Six Pagodas Eight Fanams and Sixty Cash as Appears by the Said Armando Pillai's Bond or Obligation Dated the 15th Instant Payable on Demand with Interest for the same after the Rate of Twelve Pagodas per Cent per Annum as by the Said Bond or Obligation Ready to be produced in this Honble Court may more fully Appear

That your Orator hath Frequently Demanded Payment of the Said Sum of Two Hundred and Sixty Six Pagodas Eight Fanams and Sixty Cash with Interest for the same from the Said Armando Pillai but he Refuses or Neglects to Pay the same

To the End therefore that the Said Armando Pillai may be Compelled to Appear to Answer the Premises and to Abide such Order and Decree therein as to this Honble Court shall Seem Meet your Orator Humbly Prays Process of this Honble Court may Issue Directed to the Said Armando Pillai Commanding him to Appear and Answer the Premises and to Stand to and Abide such Order and Decree therein as this Honble Court shall think fit to Direct and Award

And your Orator as in Duty Bound Shall Ever Pray &c

Alexander Read

Madrapatnam 15th May 1771

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Orator in Humble Prayer for and Pray that the same may be Added and Made Part of this your Orator's Bill of Complaint and your Orator further Shews unto this Honorable Court that Armando Pillai Defendant hath Frequently and in a Most Humble manner Requested Payment from the said Armando Pillai of the said Sum of Two Hundred and Sixty Six Pagodas Eight Fanams and Sixty Cash but he Obstinately and Wilfully Refuses so to do May it please this Honble Court the said Armando Pillai Obstinately and Wilfully Refusing to Pay the same or to give your Orator any Manner of Relief Touching the Premises upon Oath Therefore Pray Process of this Honble Court may Issue Directed to the said Armando Pillai Commanding him 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 Abide such Order and Decree therein as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Armando Pillai 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 All Sly Wilfully Privately and Fully Pass and Effectually Hide and Conceal Fraudulent Practices if Any Have been Used Therein Again Repeated and Particularly Interrogated and that the Said Armando Pillai by Decree of this Honble Court may Pay unto your Orator the Said Sum of Two Hundred and Sixty Six Pagodas Eight Fanams and Sixty Cash Together with all such Interest as upon the Account Shall Have Become Due Thereon Also all Costs of this Suit May it please this Honble Court to Cause the said Armando Pillai to be Summoned and Enjoined by the Most Worshipful Sir Edward George Townsend Madrapatnam Warrant to be and Appear Personally before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed then and There to Answer the Premises of this your Orator's Bill of Complaint and Abide

Mayor's Court
Madrasapatnam

Tuesday the 11th Day of October
Anno Domini 1786

Present

George Lavage Esqr Mayor
Thomas Burney James Hodges
& John Reuton Aldermen

Between Reynd Alexr James
Taylor and James Call Esqrs Merchants
Complainants and Alexander Petrie of
the same place Inhabitant Defendant

It Appearing by the Records of this Court that the
Defendant had been Served with the Writ of Attach to Answer the Complts
Bill but not Satisfying 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 Complainants the Sum of Five Hundred and Sixty Six Pagodas Thirty Nine Fanams and
Sixty Cashs Pag.s 566.39.60. Together with all accrued Interest as
now is or shall Hereafter become due thereon till the full Payment is made
also all Costs of this Suit

Given

(121)

To Land Land aforesaid Oliver and Dove Plaintiffs in the Court

Gideon Tuttle

Attorney for the Complt

(236) (125)

Mayor's Court

Madras pattanam

Tuesday the 17th Day of October

Anno Domini 1786 /

Present

George Lange Esqr Mayor

Thomas Burney James Hodges

& John Renton Aldermen

Between Raynold Adams James

Taylor and James Call of Madras Merchants

Complainants and Oliver Dale of

the same place Inhabitant Defendant

It appearing by the Record of this Court that the

Defendant has been served with the Writ of Action to him issued on the Complts

Bill and not wilfully and Obstinately appearing ready to Plead Issue or

Demur to the Bill and Oliver and Dove and doth accordingly Oliver and Dove that

the Defendant shall pay unto the Complainants the just and just

Sum of Two Hundred and Sixty Six Pagodas thirty Nine fanams and

sixty Cash S.Pg. 266, 39, 60, together with all such Interest as

now is or shall thereafter become due thereon since the Judgment was made

also all Costs of this Suit

Given

Recd 18th Mar 1774

To the Worshipful the Mayor
Court at Madrasapatnam

Humbly Complaining sheweth unto this Worshipful Court your Orator Andrew Ross Baker Master Mariner that Rangapa by the name of Sahatsha Nayk Inhabitant in this Country of Madrasapatnam is indebted unto your Orator in the Sum of Three Thousand Pagodas Current Money of Madrass making in the Sum of Three Hundred Pounds Sterling Money of Great Britain as Appears by an Account and the Copy of a Contract hereunto Annexed for the Inspection of this Worshipful Court the Copy of which is in your Orators Possession Humbly prays therefore may be Admitted Defendant to your Orators Bill of Complaint and your Orator further Shews that this Honorable Court that he shall Sequestrate and Distrain Sufficient Effects of the said Rangapa to the Amount of the Debt Damages and Costs aforesaid and that he may be Ordered to Appear in this Honorable Court to Answer the Premises and Abide by such Order and Decree therein as to this Honorable Court shall Seem meet

18th March 1774

The Complainant having Complied with the Regulations of this Honorable Court and Entered into Bond with Security in the Sum of Pagodas Fifteen Hundred Agreeable to an Order of Court of the 15th Instant the Warrant of Sequestration Issued

Geo Lavage
Mayor

Pagodas 3000

repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Three Thousand Pagodas Together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit May it please this Honorable Court to Cause the said Rangapa to be Summoned and required by the Sheriff of Fort Saint George Country of Madrasapatnam and the Districts thereof personally to be and Appear before this Honorable Court at a certain time and place to be by this Honorable Court prefixed and appointed then and there to Answer the Premises of your Orators Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Honorable Court shall Seem meet

Andrew Ross

Affirmed to the Contents

Memorandum of Agreement made and Concluded this Twenty Eighth day of November in the Year of our Lord One Thousand Seven Hundred and Twenty Three between Andrew Pitt Esqr of the City of London Merchant for and on the behalf of himself and the rest of the Owners of the Ship Prince George of the one part and Gideon Firth of the same City Mariner for and on the behalf of himself and the rest of the Owners of the Ship Dragon of the other part as follows

Imprimis It is Covenanted Granted and Agreed by and between the said parties and the said Andrew Pitt for himself and the rest of the Owners of the said Ship Prince George doth hereby Covenant Promise and Agree to and with the said Gideon Firth for himself and the rest of the Owners of the said Ship Dragon his Executors Administrators and Assigns that the said Ship Prince George now Riding at Anchor in the Road of Bombay shall and will with all convenient speed after the Arrival of the said Ship Dragon at Bombay aforesaid Receive on board the said Ship Prince George all such Goods Wares and Merchandizes as the said Gideon Firth his Executors Administrators or Assigns or any of them shall think fit to Ship and Load on board the said Ship Prince George for the Voyage hereafter mentioned and the same Goods Wares and Merchandizes so Received on board the said Ship Prince George shall and will Transport and Carry from Bombay aforesaid to the Port of London in the Kingdom of England and there Deliver the same to the said Gideon Firth his Executors Administrators or Assigns or to such Person or Persons as he or they shall Order or Appoint to Receive the same Dangers of the Seas Fire Enemies Pirates Restraints of Princes and Rulers and all other Accidents Casualties and Impediments whatsoever only Excepted and Always Provided that the said Ship Prince George shall not be Obliged to Stay at Bombay aforesaid above Twenty Days after the Arrival of the said Ship Dragon there and that the said Ship Prince George shall not be Obliged to Stay at the Port of London aforesaid above Twenty Days after her Arrival there

And it is Covenanted Granted and Agreed by and between the said parties and the said Gideon Firth for himself and the rest of the Owners of the said Ship Dragon that the said Ship Dragon now Riding at Anchor in the Road of Bombay shall and will with all convenient speed after the Arrival of the said Ship Prince George at Bombay aforesaid Receive on board the said Ship Dragon all such Goods Wares and Merchandizes as the said Andrew Pitt his Executors Administrators or Assigns or any of them shall think fit to Ship and Load on board the said Ship Dragon for the Voyage hereafter mentioned and the same Goods Wares and Merchandizes so Received on board the said Ship Dragon shall and will Transport and Carry from Bombay aforesaid to the Port of London in the Kingdom of England and there Deliver the same to the said Andrew Pitt his Executors Administrators or Assigns or to such Person or Persons as he or they shall Order or Appoint to Receive the same Dangers of the Seas Fire Enemies Pirates Restraints of Princes and Rulers and all other Accidents Casualties and Impediments whatsoever only Excepted and Always Provided that the said Ship Dragon shall not be Obliged to Stay at Bombay aforesaid above Twenty Days after the Arrival of the said Ship Prince George there and that the said Ship Dragon shall not be Obliged to Stay at the Port of London aforesaid above Twenty Days after her Arrival there

And it is Covenanted Granted and Agreed by and between the said parties and the said Andrew Pitt for himself and the rest of the Owners of the said Ship Prince George doth hereby Covenant Promise and Agree to and with the said Gideon Firth for himself and the rest of the Owners of the said Ship Dragon his Executors Administrators and Assigns that the said Ship Prince George shall and will Receive on board the said Ship Prince George at Bombay aforesaid all such Redwood as the said Gideon Firth his Executors Administrators or Assigns or any of them shall think fit to Ship and Load on board the said Ship Prince George for the Voyage hereafter mentioned not exceeding Two hundred Candys of Redwood and the same Redwood

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Mayors Court at

Madrasapatnam

Tuesday the 11th Day of Octo

Anno Domini 17

Present

George Lavage Esqr Mayor

Thomas Pinney James Hodges

John Reades Aldermen

Between the Honble Andrew Ogilvy

Merchant Complainant

and

Joseph Smith Defendant

Appearing by the Record of this Court

Complaint made that the Complainant Commenced his Action against

the Defendant the 4th Instant that the Defendant hath not yet

appeared nor Caused Appearance to be Entered for him therefore

the Complainant Craves the Order and Decree of this Court

the Defendant doth pay unto the Complainant the Sum of

Three Thousand Pagodas Pag 3000 — together with all Costs

Interest and Charges Due thereupon that Execution may

Issue for the same if Payment is not made also all Costs of this Suit

Per Curr

Entd this 6th Augt 1714

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To the Honble the Mayors

Court at Madrasapatnam

Humbly Complaining Shew unto this Honble Court your Orator Archibald Inglis Smith Captain in the Service of his Excellency the Nabob Dosso Mandy Gentoo and Duly indebted unto your Orator in the Principal Sum of Four Hundred Pagodas Current Money of Madras making in Sterling money of Great Britain after the Rate of Eight Shilling Six Pence Pagoda the Sum of One Hundred and Sixty Pounds as will more fully and at Large Appear by the Commissary note of Hand a Copy whereof is here unto Annexed for the Inspection of this Honble Court to which your Orator Prays may be admitted as part of this your Orator Bill of Compt And Whereas your Orator hath frequently and in an Amicable Manner Requested Payment from the said Joseph Smith of the said Sum of Four Hundred Pagodas — But now may it please this Honble Court the said Joseph Smith Contemptuously and Injuriously Refuses to pay the same to your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a Summons may Issue out of this Honble Court to the said Joseph Smith Commanding him to be and Appear at a Court to be Holden at Madrasapatnam aforesaid on such Day as to this Honble Court shall Appear agreeable to Equity and good Conscience to the End therefore the said Joseph Smith 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 all Orders as fully truly and Distinctly shall entirely and Punctually as if the same were here again Repeated and particularly Interrogated and that the

maybe Demanded payment by your Orator but they refused to
pay him the said Sum of Two hundred Pagodas with all Costs Interest and Damages
how soever thereby sustained and Costs of this Suit

Wherefore your Orator humbly prays the Mayor and Court to
cause the said Joseph Smith to be summoned and Appear by a
Subpoena of Sub Pœna to be issued by this Honble Court to
answer the premises and to abide by such Order and Decree herein
as to this Honble Court shall seem meet

And your Orator as in Duty bound will ever pray &c

Dated 12th August 1774

Thos Brooke Clerk to the Complt

Entered the 19th of September
Subpœna issued

Geo Lavie
Mayr

Returnable the 1st Monday in October

Sum Sterling Pag 200

Costs Pag 8 00

Sum Pag 208

Entered the 19th of September 1774

Thos Brooke Clerk to the Complt

Mayors Cutchery
Madrasapatnam

Tuesday the 4th Day of October
Anno Domini 1774

Present

George Lavie Esqr Mayor
Thomas Powney . James Hodges
& John Renton Aldermen

Between Arnachellum of Madras
Dubash Complainant and Joseph Smith
Captain in the Honble Company's
the Nabobs Troops Defendant

It appearing by the Record of this Court that the
Defendant has been served with the usual Rule to Answer the Complainants
Bill Writ wilfully and Obstinately refusing so to do This Court doth therefore
think fitt 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 Pagodas Pag 200 together with all Costs Interest
and Damages whatsoever become Due thereupon until full Payment
is made & all the Costs of this Suit

J Hun

Filed the 1st October 1771

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Shewed unto this Honble
your Orator Ignatius Pillay of Madras Merchant that by
Annexed Obligation dated as aforesaid Madras aforesd
Orator in the Sum and Just Summ of Eight Hundred Pagodas
Pagodas Current Money of Madras aforesd Interest thereon
Britain at the Rate of Eight Shillings per Hundred per Month
Hundred and Twenty four Pagodas which Sum and Interest
and at large Appears by the Translation of Writing Obligatory
Language hereunto Annexed to which Obligation
and prays that the Defendant may be Ordered
this Honble Court when Required and Answer your Orator
and unjustly Detains Injustice to the Injury of your Orator
Hundred and Twenty Three Pagodas

Wherefore your Orator prays a Subpoena
and Philippus Manuaicum Defendant
this Honble Court to Answer the Premises
your Orator may Recover the Debt
Interest thereon and Costs of Suit
Further Relief as to Equity and your Honours
Oath Shall Seem Meet and Pursuant to the Course
Manuaicum may Appear to this Bill
matters and things herein Charged
Actually Untrue and Pursuant to the Course

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(A95)

Required and Particularly Interrogated and that he may be Decreed to pay unto
your Orator the aforesaid Sum of Eight Hundred and Twenty four Pagodas and Costs
all which Interest Answer your Orator shall hereafter become due thereon about Costs of this
Suit

May it Please this Honble Court to Cause the said Philippus
Manuaicum 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 the premises your Orator Bill
of Complaint and further to stand to and abide such Order and
Decree thereon as to this Honble Court shall Seem Meet

3. October 1771

Dan. Shaw
Attorney for the Complt

Adjournment Like Summons
your Attornable next Court Day
Tho. Bromley
Senior Alderman

I the under Written Do hereby Acknowledge to have Borrowed and am Indebted to
Mr. Agavilly Salavia in the Sum of Eight Hundred and Twenty Four Star Pagodas the
half of which is Four Hundred and Two Pagodas which said Sum I Oblige myself
or my Assigns to Pay on Demand to the said Mr. Agavilly Salavia or Order together with
Interest thereon at the Rate of Eight per Cent per Annum. Madras 16th August 1773.

Signed Philippus Manuaicum

Said to be Five Hundred Pagodas can be taken from the Original
in the Roman Language

Dan. Shaw

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Mayor Courts

Madraspatnam

Tuesday the 4th Day of October

Anno Domino 1774.

Present

George Lavage Esquire Mayor

Thomas Bonny . James Hodges and

John Benton Aldermen

Between Agavelly Salavere of Madras Merchant Complainant and Phillipzen Manadaian also of Madras aforesaid Merchant Defendant

The Defendant by his Attorney Mr Hemingway having put in Cutcha and Mohatarnama appears the Seal of the Complainant Duman this Court doth therefore think fit the Order and Decree and Decreed doth accordingly Order and Decree that the Defendant do pay unto the Complainant the Sum and just Sum of Eight Hundred and Twenty Four Pagodas Pag. 824 — Together with all Interest arrear or that hereafter become Due thereon until full Payment be made also all Costs of this Suit

Vizt

Fridays 7th October 1774

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To the Hon^ble the Mayor's Court

at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court your Orator Martinus Millechop of Madras Merchant who doth the Eleventh day of August in this present Year of our Lord apply unto this Hon^ble Court for Letters of Administration to the Estate Goods Chattels Credits and Effects of Lorron Cranes by Right of his Wife Aziza Cranes late Daughter and Heir of the said Lorron Cranes Wherefore your Orator prays this Hon^ble Court to grant unto your Orator Letters of Administration in the Quality aforesaid as per the Copy thereof hereunto Limited for any Caveats or Objections to be entered or made unto the said Application to become Administrator as aforesaid unto the Estate Goods Chattels Credits and Effects of the said Lorron Cranes by Right of his said Wife Aziza Cranes as aforesaid and your Orator did according on the Twenty fifth day of August in this present Year take the Oath of Administrator before this Hon^ble Court to the Estate Goods Chattels Credits and Effects of the said Lorron Cranes by Right of his Wife Aziza Cranes late Daughter and Heir of the said Lorron Cranes aforesaid whereby your Orator became possessed of the Power and Right of Disposing of Holding all and Singular the Goods Chattels Credits and Effects belonging and the Property of the said Lorron Cranes at or before the time of his said decease And whereas the said Lorron Cranes on the Tenth day of this present was sometime in or about the Fifteenth day of the Month of September which was in the Year of our Lord One Thousand Seven Hundred and Seventy Seven Possessed of a House and Ground Situated in the West Black Town of Madras in a Street called Bell Chitty Street the Scite your Orator Wife Aziza Cranes aforesaid being at that time a Minor Catharina Cranes Relict of the said Lorron Cranes and Mother of

Timothy Bill of late of this aforesaid Town and Island deceased the said Lovers Cranes Executors not leaving any Will or Testament for the Disposal of his Estate that the Dower of the Relict of the deceased of the said Lovers Cranes the late and Town of Madras aforesaid was invaded and besieged by the French Army under the Command of Monsr Lally when the said Catharina Cranes living in Possession of the said Title Deeds of Timothy Bill of late of the said Town and being terrified and alarmed at the coming of the French Army leaving their Habitations of Madras and fearing that the said Title Deeds of the said House might be lost if kept by her Order delivered the said Title Deeds into the hands and Possession of one Abrick Nazar to keep and Preserve with the rest of the Writings and Deeds belonging to the said Estate and the French Army with drawn from before Madras and their shortly after Possession of the said Town and Fort of Madras and the said Catharina Cranes had Notice that after the French Army were departed from Madras and had abandoned the siege the said Catharina Cranes returned to Madras and Possessed the said House and inhabited therein together with her Daughter Angia aforesaid your Orator humbly prays that the said House from henceforth may Return to Madras as it was before the Taking of the same and your Orator may be restored to the Possession of the said House and Premises with the Appurtenances and that the said Abrick Nazar may be decreed to Account for the Rents and Profits of the said House from the Year of our Lord one thousand seven hundred and fifty nine until the sixteenth day of October which was in the Year of our Lord one thousand seven hundred and sixty one when the said Catharina Cranes Mortgage and Interest and

desire of the aforesaid Abrick Nazar did leave the said House and lodgings to live in the House the said Abrick Nazar lived in and did continue to live in Abrick Nazars House together with them until the time of the decease of the said Abrick Nazar which was in or about the seventeenth day of September in the Year of our Lord one thousand seven hundred and seventy one and your Orator further shews that the said Catharina Cranes after her Return from Pallicat aforesaid and at several times since did require and demand from the said Abrick Nazar the Title Deeds of the said House aforesaid which she had delivered into the said Abrick Nazar to keep for her on the before mentioned Occasion But the said Abrick Nazar always pretended and Insisted that no Argument had been used by or on the behalf of the said Catharina Cranes to induce him to deliver up the said Deeds to her and your Orator further saith that other and more particularly and expressly to demand the Title Deeds of the said House from the said Abrick Nazar a few days before his Decease did the said Abrick Nazar declare unto the said Catharina Cranes that he had taken the said Deeds into his Custody for that he had Mortgage of the said House and Ground and did also deliver the Bill of Sale of the Title Deeds into the Hands of one Christian Cranes her Mother in Law who greatly disapproved of the Mortgage of the said Abrick Nazar and the said House being guilty of such Fraud and Deception and intended thereby to defraud the said Catharina Cranes that the said Abrick Nazar did constantly and duly pay and

and Twenty one January which having informed the said Catharina
to be the Amount of Rent at which the said Abrit Nazar rated
According to the desire of the said Catharina Cranmer the said Hou
for after she had quitted the same in Order to leave the House of the
said Abrit Nazar in the Occupation Shumsul Isum Surnidan and they
Even as aforesaid your Orator therefore this being informed before
of the said Abrit Nazar having Mortgaged the said House and Ground
unto the before named Govinda Ram did go to the said Govinda Ram
ask him of the said Abrit Nazar deceased had or did then stand
standing Mortgaged the said House and Ground unto him the said
Govinda Ram to whom the said Govinda Ram answering that the said
Abrit Nazar did before his decease Mortgage unto him the said
House and Ground and that the Bill of Sale thereof was
your Orator did thereupon request the said Govinda Ram that
he would that the said House and Ground so as aforesaid
or belonged to the said Abrit Nazar and of the Manner and Hou
said Abrit Nazar becoming possessed of the Bill of Sale Title Deed
And all which Matters your Orator is ready to aver and prove by your Orator
Lordships the said Govinda Ram ought to set and answer the Premises
Here of the said Govinda Ram did give your Orator no Manner
of Satisfaction notwithstanding your Orator hath frequently
demanded and required of the said Govinda Ram that he would
deliver over and give unto your Orator the aforesaid Title Deeds
of Sale of the said House But the said your Orator

According to Law and Custom entitled to the Possession of the said House which
Notwithstanding your Orator hath frequently at this present time yet your Orator
for want of the said Title Deeds or Bill of Sale of the said House is unable to
sell or dispose of the same by Occasion of the said Govinda Ram detaining
the said Bill of Sale as aforesaid from your Orator But unjustly and
the said Govinda Ram Obstinately and wilfully refuses to deliver or give
the said Title Deeds Bill of Sale unto your Orator under Colour of divers
frivolous and vexatious pretences your Orator therefore prays a General
Relief as such as to this Honble Court shall seem agreeable to Equity and
good Conscience To the End therefore that the said Govinda Ram may upon his
Corporal Oath as full true direct and perfect Answer make to all and
Singular the Matters and things herein before alledged and Sett forth fully
truly and distinctly shall be Interrogated and more especially that the said Govinda
Ram may set forth and discover whether he has or has not the aforesaid Title
Deeds or Chantley Bill of Sale of the aforesaid House in Bill Chitty Street in
his Possession Custody or Power and if he shall declare otherwise that he may
set forth whether he had or has had the aforesaid Title Deeds in his Possession
Custody and power and how and in what manner by what Right Title
Ways or Means he became intitled thereto and what Interest he has
and in whose Power Custody or Possession the same now is and whether it is known
to him or not of the said Chantley Bill of Sale of the said House in pursuance made
and executed in the Manner of the aforesaid Deeds of George aforesaid dispositive
the said Deeds Owner to have been the Owner and Lawful possessor thereof
how otherwise

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Ramsmayle Defendt Ho delivered over and put in Court a Plea in the Cause of the aforesaid Title Deed or Chancellor Bill of Sale of the said Tower that your Orator may be enabled to Sell the same or to get another Title or Certificate from the Chancellor Court of the said Tower bring the Proper and belonging unto your Orator as administrator to the Estate Effects Credits and Effects of the said Lower Cannon Deceased by Right of his Wife Azizza Cannon Sole Daughter and Heir of the said Lower Cannon Deceased and also that the said Govind a Ramsmayle

Decree to pay all Costs of this Suit

May it Please Your Honble Court to Cause the said Govind a Ramsmayle to be Summoned and Required by the Sheriff of Fort St George Madras upon this Summons and Plaint to Appear before this Honble Court to be Certain Command and Ordered by this Honble Court further and Respondt thereunto Should Court shall Seem Meet

29th October 1773

This Bill was sworn to in Court the 29th Day of October 1773 in the Presence of

Court Day

George Smith Regr

Wm Dill Esqr

Attorney for the Complt

Filed this 3d February 1773

243 A

50

The Amended Answer of Govind Ramsmallie alias Bombay Dessigovinda Row of Madras Merchant Defendant to the Bill of Complaint of Sir Hunter Millett of the same place Merchant Administrator to the Estate of Lower Cannon Deceased late of the Right Honble Azizza Cannon late Daughter of the said Deceased 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 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 Defendt Answereth and saith that he doth Absolutely Deny that the above named Lower Cannon was at the time of his Death or at any time before or since seized or possessed of any Estate Right Title or Interest of in or to the Fifteenth Days of September in the year of our Lord one Thousand Seven Hundred and Fifty Seven or at any other time or times Possessed of a House and Ground situated in the Black Town of Madras in Fort St George and the said Title Deed or Bill of Sale in the Complaint Complainants has Pretended this Defendt for Right this Defendt doth the said Messuage and Premises mentioned in the Complainants said Bill of Complt to be the Property of the said Azizza Cannon in her Life time and that the same does now belong to the Estate of the said Azizza as this Defendt

Filed this 3d February 1773

misdirection to the Satisfaction of this Honble Board But Defendant
further Answering saith that the Complainant and Wife among other
things in their Bill of Complaint mentioned to be answered that the Lease
the said Lewis Cranes Buildings in the Name of Anne Rebeck
the aforesaid Lewis Cranes and Mother of the said Azeeza Cranes
is the best of her knowledge and belief Copies thereof the Title Deeds
Chandley Bill of Sales of the said House and Ground Buildings
the said Catharina Cranes did by any means any Copies of the
said Bill of Sale that Defendant ever gave either to her Daughter or
to the said House and Premises for which reason hereinbefore and hereafter
mentioned This Defendant further saith that the said Lewis
Cranes might die Intestate and his Property be divided as the Law
Board shall think having made any Will and as this Honble Court
Should grant the Complainant Killing for Maintenance out of
Lewis Cranes Estate This Defendant further saith that the Ship
and Lewis of Madras upon which they might be known to be
coming by the Grand Army under the Command
of Monsieur Lally Upon the Departure of the French Army from
this Defendant and all quarters with the Rebels himself
Dewan of the said Lewis Cranes this Defendant cannot say with certainty
whether it was so or not This Defendant cannot Remember that the
said Catharina Cranes ever did Copies of the Title Deeds
Chandley Bill of Sale of the said House and Ground at the time of
executing the Deeds but that the Deeds and Bill

Sale or Title Deed of the said House into the Hands or Possession of the
said Avirit Aga Nazar to keep and Preserve the same until the Siege
should be over and the French Army withdrawn from before Madras
&c as set forth in the said Bill of Complaint to the contrary this Defendant
saith as he has before said that the said House was the Property of the said
Avirit Aga Nazar and does still belong to him the said Avirit Aga Nazar
Estate and Consequently this Defendant Conceives the said Title Deeds of the
said House and Premises were in the Custody of the said Avirit Aga Nazar
or in the Custody of some other Person for him or in his Account to whom
the said House might be Mortgaged Until the same was Delivered to this
Defendant by the said Avirit Aga Nazar or the said House &c being Mortgaged
to this Defendant as hereinafter mentioned and that of this Defendant
Conceives it to be absurd to Imagine that the said Catharina Cranes
either had the Possessions of the said Bill of Sale or Title Deeds or that she
did or could Deliver the same to the said Avirit Aga Nazar to be kept
as therefore his Daughter neither of them having any Property therein
or Right thereto This Defendant further saith that the said Catharina
Cranes might for anything he knows after the French Army departed
from Madras Upon to Madras but denies that the said Catharina
Cranes and her said Daughter Azeeza Cranes did Occupy or Inhabit
Lewis the said House about the Month of October one thousand seven
hundred and Sixty seven Or did the said Catharina Cranes and her said
Daughter so Occupy or Inhabit Lewis the said House as being their
Property or the

House by and with the Leave or Consent of the said Court of Equity
Aforesaid the said Aziet Aga Nazar and the said Catharina Cranes
Spinster in the said House as Tenants in Common but
Contrary to Equity & Good Conscience the said
Defendant Thomas Cranes the Elder and
the said Daughter had left the said House the said Aziet Aga Nazar
the Twenty Second Day of November which was in the Year of our Lord
One Thousand Seven Hundred and Sixty eight to the said
Anthony Frederick Francis for the Rent of Sixty Pounds pr Annum
as Tenant at Will as by the Written Agreement now shewn unto the
Court by the said Anthony Francis in the Hands of the said Aziet
Aga Nazar as this Defendant Cranes Counsel and Ready to Depose
if this Honble Court shall Require and by reason of the Absence
from the Premises of the said Aziet Aga Nazar and the said
this Defendant Thomas Cranes the Elder and the said
Defendant Catharina Cranes the Younger as aforesaid
Cranes having gone into the Country and not returned from thence
Demand Do Leave to Depose from the said Aziet Aga Nazar the Title Deeds
and Writings which the Complainant in his Bill of Complaint
hath prayed and Likewise the Examining Counsel to the said Bill
mentioned Being Equity Impossible that the said Aziet Aga Nazar
should have Come to Speak to or Settle any Account and Answer of
and from the said Bill of Complaint to the said Catharina Cranes
the said Catharina Cranes the Younger and this Defendant Knows that
the said Aziet Aga Nazar a few days before

any such Mortgage Deed was Absolutely Denies that the said Aziet Aga Nazar did
Discover or Declare to the said Catharina Cranes that She had Abused the
Trust She had Reposed in him Also is Unjustly & Vexatiously in the said Bill
of Complaint & this Defendant Confesses it Cannot Absolutely Appear
that the said Assertions are Unjust & that the same have not had the
said House really been the Property of the said Lessee Cranes & the
said Catharina Cranes did not on the first day of April One Thousand
one Hundred & Seven Hundred and Sixty four have Declared &
Confessed in Writing Under her Hand and Seal that the said House was
bought in the Name of her Husband James the Lessee Alias Lessee Cranes
as this Bill of Sale of the said House and that the said House ought
belong to her the said Catharina Cranes & not to her said Husband
but that the same does entirely belong unto the said Aziet Aga Nazar
and that the same was bought with the said Aziet Aga Nazars
own Money & Transacted & Done as from the Armenian Language
Marked B this now to Remain for the Inspection of this Honble
Court and which this Defendant Prays may be Admitted as part
of this Defendants Answer the Original Writing of this Defendant Ready
and Ready to be Produced for the Inspection of this Honble Court
when Required This Defendant further Saith that the said Aziet
Aga Nazar did on the Twenty third Day of April which was
in the Year of our Lord One Thousand Seven Hundred and Sixty
nine a Mortgage the said House and Premises to him this Defendant

as also another Messuage and ground situate Lying and being in Rutland Place aforesaid

Pagment and the Defendants of the Principal Sum of four Thousand and

Seven hundred Pagodas which this Defendant did Mortgage and Secure

the said Ariel Alga Nazar as by Indenture of Mortgage of the

Ariel Alga Nazar it is in this Defendants Custody and ready to

be produced for the Inspection of this Honble Court when and where

this Defendant shall absolutely deny and Confess that the said Ariel Alga Nazar

Guilefully and Fraudulently Deceptions did Mortgage and Assign

to this Defendant as in Manner aforesaid the said Messuage

the Contrary this Defendant saith that the said Ariel Alga Nazar

had an Undoubted Right title to Demise the said Messuage and

premises Jointly and Undivided for the Remainder of the

fraud or Deception in the said Catharine Cranes Bill

the Complainant this Defendant further saith that the said

Bill of Sale of the said Messuage in the Name of the said Louisa

Alias Cranes Jun. for the said Messuage and premises the Property

of the said Louisa Cranes was made for the Benefit of the

the Complainant Catharine Agabeg this Defendant having been Informed that the Bill of Sale

Defendant having been Informed that the Bill of Sale

said Messuage and premises was only taken in the Name of the said

Louisa Cranes Alias Cranes Jun. to Prevent the said Ariel

Nazar Creditors from Distraining upon the said Messuage and Premises

and Intending upon the said Ariel Alga Nazar Departing the Country

from which Intentions of this Defendant the said Ariel Alga Nazar

was Considerably Indebted But Notwithstanding this Defendant was

Credibly Informed that the said Messuage was as aforesaid the Property

of the said Ariel Alga Nazar and that the said Bill of Sale

Sale was only taken in the Name of the said Louisa Cranes for

the Reasons before mentioned Yet this Defendant Soon Discharged that

the said Sum of four Thousand and Six hundred Pagodas upon the

Mortgage of the said Messuage and Premises and Especially of the

said Messuage and Premises and that the said Catharine Cranes the

Widow of the said Louisa Cranes Made the before mentioned Declaration

to Confirm this Defendants Information Relative to the said Messuage

and Premises being the Property of the said Ariel Alga Nazar and not

of the said Louisa Cranes This Defendant further saith that with

Respect to the Sum of four Thousand Pagodas and Twenty one Fanams

which the Complainant Alledges the said Ariel Alga Nazar

constantly and Duly Accounted for and Paid unto the said

Catharine Cranes Monthly as and for the Rent of the said House

by this Defendant Soon Expenses and Admitted that the same was

so Paid Unto as the Rents of the said House but Conceives the same is

Allowed or Paid to all Events by the said Ariel Alga Nazar to the said

Catharine Cranes and have been so Allowed out of Charity

as and for the Support and Maintenance of the said

Catharine Cranes and her said Daughter as the said Catharine

Cranes was a Widow and no Provision having been left for the

Support and

Husband the said Lorror Owans this Defendant further saith that
that the Complainant hath very falsly made a Demand of this Defen
of the Bill of Sale or Title Deed of the said House and Ground
House and Grounding Lastly the Property of the said Aviet Aga
in her Life time and Mortgaged by him the said Aviet Aga
unto this Defendant for the aforementioned Debt and that
Ground does Still belong to the Estate of the said Aviet Aga Nazar
which this Defendant as Administrator Letters of Administ
having been granted by this Honble Court to Francisco Pere
as this Defendant hath Attorney and from Round of this Defen
Estate and Effects of the said Aviet Aga Nazar on the Second
Day of July which was in the Year of our Lord one Thous
hundred and Ninety four And the said House and Ground
remain as a Security for the payment of the said Principal and
to this Defendant As this Defendant further Submits to
to discover upon the said Bill of Sale or Title Deed of the said
and Ground to the Complainant Lasting which she hath
Lastly denies that the said Lorror Owans had any
other Mortgage of the said House and Premises and that
into the Estate of the said Aviet Aga Nazar and this
and Ground was Intirely at the Disposal of this
the Complainant and this Defendant Submits to
And this Defendant further saith that the said Bill of Complaint and this
of the said House and Ground which she this Defendant

Possession of by means of the said Aviet Aga Nazar having Mortgaged
the said House and Ground to him in manner and done the Account
before mentioned and that the said Title Deed in the Name
of the said Lorror Owans or Owans Lorror and which Cause of Course
the Appearance of the said House being in the said Lorror Owans
Property But this Defendant does deny that the said Lorror Owans
the said Lorror Owans Property or that it does belong to the said
Lorror Owans Estate as that the Complainant has any Right or
Title thereto or to the care Possession or Management thereof by the
said Bill of Sale or Title Deed thereof for the reasons before mentioned
Or the Contrary this Defendant saith that she this Defendant as
Mortgagee of the said House and Ground and Administrator to the
Estate of the said Aviet Aga Nazar to which the same belongs
Intitled to the care and Management of the said House and Ground
and to the Custody of the said Bill of Sale or Title Deed this Defendant
conceives the Complainant cannot therefore Intitled to any such
Decree as he prays for in and by his said Bill of Complaint and this
Defendant further saith that as a further proof that the said
Mortgage to this Defendant was not the only Mortgage which
the said Aviet Aga Nazar made of the said House for that the said
Aviet Aga Nazar being Indebted to Gun Dass by means or Chitty
of Madras Merchant in a Sum of Money and the said Gun Dass by
Manner Chitty Sueing the said Aviet Aga Nazar for Payment
of the said Aviet Aga Nazar did in order to Satisfy the said Gun Dass by
Manner

Manasseh Cheilly and as a Security for the Payment of the said
Three hundred pounds Sterling and Interest as aforesaid
Mortgaged the Messuage Tenement and House and Ground thereto
the Said Defendant Samuel Adams and by Manasseh Cheilly
the said Messuage and Premises and by Manasseh Cheilly
the said Defendant Samuel Adams and by Manasseh Cheilly
in their Name of the said Agnes Agar Nazar but in the Name
said Lorenz Arratoon and Defendant Thomas Hamilton
as a proper Security for the said Money And Interest thereon
said Mortgage and Deeds of Sale whereupon the said
Arratoon entered into the Property of the said Lorenz
the said Deeds of Sale in the Name of the said Agnes Agar Nazar
Lorenz Arratoon and Defendant Thomas Hamilton
And the Defendant further saith that the said
for the Payment of the said Debt or Principal Money
Mortgage being Paid and discharged by the said
Cheilly Securing the said Agnes Agar Nazar to Discharge
said and would having delivered to the said
this Defendant the Landed Money for which the said
aforegoing Security which this Defendant is ready to
this Defendant further saith that the said
that the said Catharine Arratoon and the said
having from the Mortgaged Premises and the said

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or Confession being made by the this Defendant further saith that a little before
the said Agnes Agar Nazar died the the said Agnes Agar Nazar died at the Mans
sidge of the said Catharina Arratoon and many other of the said House
and Ground to Mr. Reynold Adams for about the Sum of Four hundred
Pagodas and Received and Carried and dispos'd the said Mr. Reynold
Adams in Possession of the same but upon the Death of the said Agnes
Agar Nazar the said Mr. Adams finding that the Heir of the Lot Title
Died of the said House and Ground was in this Defendants Possession
and that the said House and Ground were Mortgaged to this Defendant
he Declined the said Purchase this Defendant further saith that
Supposing the Complainant had any Cause of Action whatsoever in
Right of his said Wife for which this Defendant doth by no means
Admit or the Contrary hereby Contends he had not Joyed the Conscience
the Complainant the said Wife should have Joined in the said Action and
Not the Complainant could not alone Maintain the said Action if it
was otherwise good And this Defendant Lastly Saith he hereby
hopes it will be Clearly Appear to this Honble Court by what is herein
before set forth that the Complainants said Action is Unjust and
ought not to have Commenced nor can Maintain

All which and all other things this Defendant is ready and willing
to Aver maintain and prove as this Honble Court shall Direct and
hereby for Answer to the whole Bill Denies all unreasonable Confederacy
Charge in this behalf as most Wrongfully Suggested

John Sykes

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A

Annexed to the Deposition of Anthony Redmond taken before me this 22d of Nov.r 1763

Anthony F. Leland

Examined Copy John Lyttes

Atty for the Respondent

B

We the undersigned do hereby Consent that Mr Redmond do Erect a Battery upon the Point of Land for the Security of his Ship lying in the River of Patuxent and for the Protection of the Inhabitants thereof

Witness our Hands & Seals this 22d day of Nov.r 1763

Anthony F. Leland

Examined Copy John Lyttes

Atty for the Respondent

247 (515)

A true Translation as near as can be from the Original in the Armenian Language by Agapius Theodore Catlandar

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Filed 2nd May 1773

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To the Worshipful the Mayor

Comrs at Madras aforesaid

Humbly Complaining Shewn unto the Worshipful your

your Orator Ambay Doss Gominda Row of Madras Merchant That Letters of

Administration to the Estate and Effects unadministered Singular the Goods Chattels and

Credits of Coja Agga Nazar late of Madras Armenian Deceased Granted the

Twenty first Day of July in the Year of our Lord one Thousand Seven hundred &

Twenty nine Granted by this Worshipful Court to Francisco Xavier

Dedeos of Madras Writer as Attorney for and from on Account of your

Orator whereby your Orator became Intitled to the Possession of all and

Singular the Houses Warehouses Ground Effects and property whatsoever of for

belonging to the said Estate of the said Coja Agga Nazar and your Orator

further Shews unto this Worshipful Court that Manton Mellish of Madras

Armenian Merchant in Possession of Houses and Ground Situated

in the Black Town of Madras in a Street called the Bale Chitty Street

which belongs to and is part of the Estate of the said Coja Agga Nazar

and which the said Agga Nazar died on the Twenty third day of April which

was in the year of our Lord one Thousand Seven hundred and Sixty three

Mortgaged to your Orator Together with the Warehouses for Securing the

Payment unto your Orator of the Principal Sum of one Thousand Six

hundred Pagodas and Interest which your Orator did advance and Lend

unto the said Coja Agga Nazar which Sum and Mortgage is in your Orator

Custody and ready to be produced for the Inspection of this Worshipful Court

when required And your Orator further Shews that the said Manton Mellish

hath for some time past Received the

Rent

Account able to Your Orator or Administrator as aforesaid for the Rents
And Your Orator further sheweth unto this Honble Court that the
frequently and in an Amicable manner requested that the
Martins Mellick would Discover the Possessions of the said Ho
and Ground And pay unto your Orator or Administrator as
the Rent thereof Either by him Received or which through his Wrongful
Account of his having Occupy'd the same as aforesaid

But now so it is May it please this Honble
the said Martins Mellick Obstinately and Wilfully refuseth
without Cause your Orator Just and Reasonable Request
Orator any manner of Satisfaction touching the Premisses
Answer Respect whereof the said Martins Mellick
the said House and Ground were not the property of the said
Nazar But that the same were the property of Zoroas
of Madras Armenian Merchant Deceased in his Life time
Aziz the said Martins Mellick as he Married and in
to the said Martins Mellick Administered to the Estate and
of the said Zoroas Cranes and hedoes pretend because the Bill
or Title deed of the said House is in the Name of the said Zoroas
alias Cranes Junr Alias Joanes Zoroas which your Orator
informed and doe verily believe and Owned the same to have
Orator Especially Charges that the said House did not belong
Zoroas Cranes But that the same did belong to the said Aziz
Nazar in his Life Time and doe now belong to him the said Aziz
Nazars Estate as by presents to be Produced And that the said Bill of
Title deed of the same is only made

Cranes alias Joanes Junr or some such Person for some such
reason as set forth in your Orators Answer to the said Martins Mellicks
Original Bill of Complaint To which Answer your Orator craves
Leave to Refer and prays that the same may be Admitted as part of
this his Bill of Complaint your Orator further Charges that if the
said Bill of date or Title deed of the said House and Ground were not
made in the Name of the said Zoroas Cranes Alias Cranes Junr for the
reasons set forth in your Orators said Answer it must have been made
in his Name or some other Account as for some of the reasons that Person
Right the same ever was or ought to be Vested any real Property in him the said
Zoroas Cranes alias Cranes Junr and Regarded by the said House and Ground
But that the said House and Ground should Notwithstanding be Considered
as the property of the said Aviet Aga Nazar in his Life time and as belonging
to his the said Aviet Aga Nazars Estate At the said Aviet Aga Nazar
having bought and paid for the same the said House and Ground and
not Therefore to be the property of the said Zoroas Cranes he having paid no
Consideration whatsoever for the same your Orator therefore conceives
the said Zoroas Cranes was in Reality only a Trustee for the said Aviet
Aga Nazar and Accountable to him or his Representatives only
for the said House and Ground But also for the Rents and profits thereof
or arising therefrom And what your Orator conceives does clearly
Demonstrate that the said House and Ground was not the property of the
said Zoroas Cranes But of the said Aviet Aga Nazar is the Confession
or Declarations of Catharine Cranes alias Joanes Widow and Relict of the
said Zoroas Cranes alias Joanes Joanes late Wife of the said Martins
Orator said answer and the said Bill of Your Orator Reference to

all which matters your Orator prays a full and perfect Relief in the
Premises and that his Most Excellent Majesty may graciously
be pleased to grant unto your Orator His Most Gracious Writ
of Subpoena to be directed to the said Thomas Mathews
commanding him thereby at a certain day and under a certain
Penalty therein to be limited personally to be and appear before
this Honble Court then and there to answer all and singular the
premises and to stand to perform and abide such further Order
as to this Honble Court shall seem meet and agreeable to Equity
and Good Conscience and your Orator shall ever pray &c.

To the Right Honble Robert Lord Baron of Glenorchy Kt of the
Most Ancient Order of the Thistle Lord Clerk Register of
Scotland and the Rest of the Honble the Lords of Session

Humbly Complaining Sheweth unto your Lordships your Orator
Thomas Mathews of the Parish of Saint Anne in the County of
Middlesex Esqr That by Indenture of Lease and Release bearing
Date the Twenty Sixth and Twenty Seventh days of December
One Thousand Seven Hundred and Thirty Six and made between
Thomas Lord Baron Trevor of Bromham in the County of Bedford
of the first part Sir Thomas Hanmer of Hanmer in the County of
Flint Baronet of the second part and your Orator of the third part
for the Consideration therein mentioned your Orator became
Seized in his Demesne as of Fee of and in All that Messuage or
Tenement and Garden with the Appurtenances thereunto belonging
Situate Lying and being in the Parish of Saint Anne in the County
of Middlesex aforesaid and your Orator is now Seized thereof
accordingly And your Orator further Sheweth unto your Lordships
that by Indenture of Lease and Release bearing Date the Twenty
Sixth and Twenty Seventh days of December One Thousand Seven
Hundred and Thirty Six and made between the said Thomas Lord
Baron Trevor of the first part the said Sir Thomas Hanmer of the
second part and your Orator of the third part for the Consideration
therein mentioned your Orator became Seized in his Demesne as
of Fee of and in All that Messuage or Tenement and Garden with
the Appurtenances thereunto belonging Situate Lying and being
in the Parish of Saint Anne in the County of Middlesex aforesaid
and your Orator is now Seized thereof accordingly And your
Orator further Sheweth unto your Lordships that by Indenture of
Lease and Release bearing Date the Twenty Sixth and Twenty
Seventh days of December One Thousand Seven Hundred and
Thirty Six and made between the said Thomas Lord Baron Trevor
of the first part the said Sir Thomas Hanmer of the second part
and your Orator of the third part for the Consideration therein
mentioned your Orator became Seized in his Demesne as of Fee
of and in All that Messuage or Tenement and Garden with the
Appurtenances thereunto belonging Situate Lying and being in

justly and lawfully prepared of a House and Ground situated in the Black Town of Madras in Bull Chitty's Street. To this Title Deeds Bill of Sale and whereof this Replicant did commence this present Action in this Honble Court against the said Defendant for the rightfull detention of the same And the said Defendant not having any just or legal Claim to the aforesaid premises which are became the property of this Replicant by Virtue of the Letter of Administration granted by this Honble Court to this Estate and Effects of the said Lord or Ormenduan as set forth by this Replicant in this said Bill of Complaint And for that saving any thing set forth to the Contrary by the said Defendant of the said House and Ground being the property of one Anies Aga Nazar deceased in his life time and of the same now belonging to the Estate of the said Anies Aga Nazar which this Replicant absolutely denies that the said House and Ground ever was the property of the said Anies Aga Nazar but in Reply to that the Defendant saith of the said Catharina Ormes Relict of the said Lord Ormes having on the said day of April in the year of our Lord one thousand seven hundred and seventy three declared and confessed in writing under her hand and Seal that the said House was bought in the Name of her husband Joannes Lord alias Lord Ormes as per the Bill of Sale of the said House and that the said House does belong to the said Catharine Ormes not to the said husband but that the said House does entirely belong to the said Anies Aga Nazar and that the same was bought with the said Anies Aga Nazar's own Money as stated Vide proof from the Armenian Language The Defendant saith that he had removed into the said House This Replicant cannot help respecting his enjoyment of the premises as this Replicant does not know that the said Catharine Ormes never did make such Confession or declaration and saith that the said

said Repication have been forged with a design thereby and thereof to defraud the Estate of Lewis Owens and more fully to support the Replication of the said Catharina Owens of the 2nd made unto the Defendants Answer and Declaration and have signed it with the name Hanna in the Armenian Language Body of the said Replication being written in the Armenian Language Catharina Owens being able to write in that Language and the Language of the Portugueze and of course could not write Roger's Mark at the bottom of the said Replication as well as the other Signatures which are in proper writing this Defendant charges the said Replication with Fraud and Forgery of the said Signatures and that the Defendant may be Relieved touching the same which he is ready to prove

and Requesting that the Defendant their Rights thereto Roger having Mortgaged unto him the Defendant their Lease Ground together with another House and Ground thereunto belonging the said Defendant the Respondent in the Cause in the said Ariet Aga Nazar had no Right to the said House Ground and premises or any Right or Title to the said premises by purchase and that the Defendant could not have any Right or Title to the said House and Ground which were made over and Mortgaged unto the Defendant by the same Roger by Bill of Sale of the said House and Ground which were made over and Mortgaged unto the Defendant by the same Roger by Bill of Sale of the said House and Ground which were made over and Mortgaged unto the said Lewis Owens by the said Roger and that the said premises were justly and lawfully purchased of the said Roger by the said Lewis Owens and that the Property of the said premises ought to be Confirmed to the said Lewis Owens by the Decree of this Honble Court and that the Bill of Sale made unto the said Lewis Owens by the said Roger might be Decreed to be delivered up to be Cancelled and Answering thereto the Defendant Saith that he doth not admit any of the Facts in the said Bill of Complaint to be true to the best of his Knowledge Remembrance Information and Belief Save as hereinafter is Expressly Admitted and this Defendant Saith that he doth not admit that the Defendant Saith from the Information he has obtained that the said Bill Deed or Bill of Sale of the said House and premises was only so taken in the Name of the said Lewis Owens to secure the said Debt or Debts of the said Ariet Aga Nazar from Securing on the said House and premises or insisting upon the said Ariet Aga Nazar disposing of the same in order to the Satisfaction of their Demands on the Defendant for the said Debt or Debts notwithstanding he verily believes credibly informed that the said House was as aforesaid the property of the said Ariet Aga Nazar and that the said Bill Deed or Bill of Sale was only taken in the Name of the said Lewis Owens for the before mentioned Purposes and this Defendant further Saith that he did not know and the Sum of One Thousand and Six hundred Pagodas upon the Mortgage of the said House and Premises especially upon the said House being what had not the said Catharina Owens or the Defendant Salary by Settlement made the before mentioned Declarations to confirm the Defendants Information Relative to the said House and Premises being the Property of the said Ariet Aga Nazar

As to the foregoing Circumstances concerning the Principle

of this Defendants Defence to the Claim made by the Replication of the said Bill Deed or Bill of Sale of the said Premises in the Cause this Replicant begs leave to Reply particularly thereto saving all Manner of this Defendants Information of the said House and Ground being the Property of the said Ariet Aga Nazar at the Time Bill of Sale of the said House was made and not in the Name of the said Lewis Owens for which Reason this Defendant by the Ordinary Proceeding of the Defendant upon Honour fully as extraordinary and Incontrollable for the said Ariet Aga Nazar whereas Cautioned against this Property from this Condition could Hardly have replaced it into the Hands of the said

Ground to be made out within Name or Right Name declaration
from the said Lorrin Cranner to Marry saith the said Promises in the Pay
said Ariel Aga Razer and Promising all Property Title Pay
which Moneys County the said Ariel Aga Razer would claim
against of the said transaction had or exist Dec that the said House
Ground had really been his property but under such Agreement
on the part of the said Lorrin Cranner appearing of the said House
being the property of the said Ariel Aga Razer This Replicant
is Ex and that the said Ariel Aga Razer never had any proper
Title or to the said House and Ground and from the Assertion
Replicant made in his Bill of Complaint of the said Ariel Aga
having a knowledge the trust and confidence the said Catharine
had of and from by trusting him with the said Bill of Sale
truth of such the said Ariel Aga Razer declared to the said Catharine
Cranner at sundry times before the date of this the said Defendant
Cranner a conveyance of the said House and Ground being the
said House and Ground being the Real Estate Property of the said
Aga Razer Testator of the Defendant that the said Ariel Aga Razer
who shortly before and before his Decease Right to claim the said
Consideration of the said Defendant and from the Defendant
the said Reading Razer by Title in the said House and Ground
by the Deed of Conveyance of the said Reading Razer
Time in the Pay said Catharine Cranner and
from the Death of the said Reading Razer and thereby

ready to declare the same to the Defendant who would have thereupon paid being
imposed upon by the forged deed aforesaid or by reason upon which the Defendant
now defendant his Claim to the said House and Ground And as such unreasonable
against the justness of this Replicant's Title and Claim to the same and
Respecting whether the Defendant's Claim of the sum of Four Pagodas and
Twenty one Fanams for Rent said the said Catharine Cranner
on Account of the said House alledging the same to be Due and unpaid
by way of Rent but that the same must have been paid and allowed
the said Catharine Cranner out of Charity as and for a towards her support
and Maintenance for Royalty thereto this Replicant saith that the said
Ariel Aga Razer did pay the said sum of Four Pagodas and Twenty one
Fanams for Month and for the Rent of the said House and not any Charge to
Consideration and According to what the Defendant knows of the Circumstances
of the said Reading Razer for Title Charity for and in Consideration
a Monthly allowance out of Charity to the said Catharine Cranner

The Defendant saith therewith this Replicant saith the same Deed
him the Bill of Sale or Title Deed of the said House and Premises but saith
true the said House and Ground was the Property of the said Ariel Aga
Razer in his Life time and being Mortgaged unto him the said Defendant
and because the said House and Ground ought still belong to the Estate
of the said Ariel Aga Razer and for which the said Defendant with his
Administrator to the Defendant Thereupon Absolutely Refused to deliver
up the said Bill of Sale or Title Deed of the said House and Ground to this
Replicant. For Reply thereto this Replicant saith that he had a Right
and just Title to the said Title Deed or Bill of Sale of the said
House and Premises from the said Defendant the same being the Property
of the Estate of the said Lorrin Cranner and this Replicant administrator to the

said Premises were the Property of the said Rodriga Hagar and
and of Course the said Rodriga Hagar and have no Right to
this Honble Court as the said Premises for the same Reason be the pro-
per Estate of the said Rodriga Hagar were devised and settled
Premises Remain securely for the Support of my Children and
Pray the Defendant might have Liberty to the said Rodriga
who having no Property therein and Likewise Settle Mortgage
Premises for the Defendant to accept a mortgage thereof
And Respondeing unto the humble Bill
made and filed in this Cause by the said Rodriga Hagar in Pursuance of the
Premises so Prayed by the said Defendant they do not further to answer
Complainant Bill of Complaint wherein they have not thought fit to
Likewise this Defendant Catharine Cama may say that
Rodriga Hagar Deceased Did on or about the
Premises Described in the Mortgage Bill to the said
Catharine Cama and that upon the Execution
of the said Mortgage the said Rodriga Hagar
to Mortgage and Assign the said Premises unto
the Management and Profits of the said Premises
Rodriga Hagar Deceased Did Likewise Deliver
and Assign the Original Deeds and Writings
the said Premises unto the said Catharine Cama
to the said Premises Described in the said Mortgage
and Premises and Likewise Did Deliver unto
Premises and Likewise Did Deliver unto
Premises and Likewise Did Deliver unto

Copy Complainants Answer unto the Defendants Original Bill of Revivor
with which this Defendant is hereby prayed to be filed as his Answer
to the said Complainants Answer unto this Defendants Cross Bill of Revivor
Complainant this Defendant saith that he admits that the said
Hormuzd Lowjee Bomanjee departed this life on or about the
Month of July 1768 and that the said
Hormuzd Lowjee Bomanjee duly made and published his last Will and Testament
in writing bearing date the
Twenty fifth day of July 1768 and thereby appointed the said
Hormuzd Lowjee Bomanjee and this Defendant Executors thereof
and that the said Testator died possessed of the Messuage
or Tenement and Ground in the Complaints Bill mentioned
and that the said Testator by his said Will devised the said
Messuage or Tenement and Ground unto his Son the said
Aziza Hormuzd Lowjee Bomanjee for his Life and after his decease
unto his Children and that the said Aziza Hormuzd Lowjee Bomanjee
died in or about the Month of
August 1770 leaving the said Aziza Hormuzd Lowjee Bomanjee
his Son and Heir at Law him surviving and that the said
Aziza Hormuzd Lowjee Bomanjee is now alive and this
Defendant doth not know or believe that the said Messuage
or Tenement and Ground are now the property of the
said Aziza Hormuzd Lowjee Bomanjee but this Defendant saith
that the said Messuage or Tenement and Ground are the property
of the said Aziza Hormuzd Lowjee Bomanjee and this Defendant
doth not know or believe that the said Messuage or Tenement
and Ground are now or ever were the property of the
said Aziza Hormuzd Lowjee Bomanjee or that they now belong to or are
the property of the Estate of the
said Aziza Hormuzd Lowjee Bomanjee deceased and this
Defendant doth not know or believe that the said Aziza Hormuzd Lowjee
Bomanjee ever made any Will or Wills or Testamentary Disposition
of the said Messuage or Tenement and Ground and this
Defendant doth not know or believe that the said Aziza Hormuzd Lowjee
Bomanjee died intestate and this Defendant doth not know or believe
who is the Heir at Law of the said Aziza Hormuzd Lowjee Bomanjee
deceased and this Defendant doth not know or believe
whether the said Aziza Hormuzd Lowjee Bomanjee left any Child
or Children him surviving and this Defendant doth not know or believe
whether the said Aziza Hormuzd Lowjee Bomanjee left any Wife him
surviving and this Defendant doth not know or believe
whether the said Aziza Hormuzd Lowjee Bomanjee left any Father
Mother Brother or Sister him surviving and this Defendant doth not
know or believe whether the said Aziza Hormuzd Lowjee Bomanjee left
any Uncle or Aunt him surviving and this Defendant doth not
know or believe whether the said Aziza Hormuzd Lowjee Bomanjee left
any Cousin him surviving and this Defendant doth not know or believe
whether the said Aziza Hormuzd Lowjee Bomanjee left any Nephew or
Niece him surviving and this Defendant doth not know or believe
whether the said Aziza Hormuzd Lowjee Bomanjee left any Grandfather
Grandmother Uncle Aunt Cousin Nephew or Niece living at the
time of his decease

humblyshopes it is Therby clearly Appeareth to this Honble Court that the said Howe and Premises never was the Property of the said Lovor Ovanes Consequently that they are not nor was ever the Property of the Replyant either in Right of his said Wife or otherwise for as the Replyant only Claims the said Premises and Title Deeds as Administrator to the Late Wife of the said Lovor Ovanes in Right of his said Wife of the said Lovor Ovanes so that Entitled Therein if the same were not this Defendants Property neither can they be the Property of the Replyant nor can he or his said Wife have the Land Claim Right or Title thereto And in that Case supposing the said Howe and Premises were not the Property of the said Ahrid Aga Nazar Deceased in his Lifetime And that they did not belong to him the said Ahrid Aga Nazar Estate the Replyant never Can or will have no right to Claim the Title Deeds thereof for which he has Conceited this Defendant this prosecution cannot therefore in that Case be Injoyed and Illegal Both more Especially as the said Howe and Premises were Actually the Property of the said Ahrid Aga Nazar in his Lifetime and so Mortgaged the same to this Defendant as Set forth in this Defendants said Answer which by this Defendant becomes Entitled and Legally Possessed of the said Bill of Sale or Title Deeds of the said Howe and Premises and as the said Howe and Premises did belong to the Estate of the said Ahrid Aga Nazar for whom this Defendant is Answerable as aforesaid and in the said Mortgage of Premises Made and Exchanged by the this Defendant Conceives and Humbly Insists that this Honble Court Legally and Equitably Intitled to the Possession of the said Bill of Sale or Title Deed and to this Possession of the said Howe and

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Premises this Defendant further saith that the said Catharina Cranes
that the said Catharina Cranes Relict of the said Lewis Cranes
first day of April One thousand seven hundred and sixty four
Confession reciting recites the Marriage and that the said
Ground rents bought in the name of the said Lewis Cranes
that the said Lewis Cranes and Ground rents did not belong to the said
Cranes nor the said Husband Lewis Cranes but that they
and entirely belonged to the said Aziel Aga Nazar and that
was bought with the said Aziel Aga Nazars money
translated from the Original Declaration or Confession
Armenian Language annexed to this Defendants said answer
Letter B this Original not being set in this Defendants said answer
this Defendant will deliver with this Honorable Court this
for the said Replyants Expressing his charging as
Declaration or Confession as by reason thereof the Validity of the
to the Estate of the said Aziel Aga Nazar and that this
Lewis Cranes this Defendant cannot answer in that
Expressing his charging all the Replyants respectively
well known the said Catharina Cranes was induced
Declaration or Confession and that the said Capuchan
Design to betray and Defraud the Estate of the said Lewis
and so doth the pretended as proof of it the Replyants further

Defendant saith that the said Catharina Cranes did
make the said Confession as before and in the Defendants said answer set forth
And absolutely denies that the said Paper so signed and sealed by the said
Catharina Cranes and containing the said Declaration or Confession
has been forged with a Design to Wrong and Defraud the Estate of the said
Lewis Cranes as the Replyants very Unjustly pretend and in which the
Replyants mentioned as a proof of any Forgery whatsoever for it was very
Contrary so far from or as to the Validity of the said Instrument as to the
Signed her Name or Seal her mark thereto being Expressly Declared by the
other said Instrument that Execution had been made and signed by the said Catharina
Cranes on other Occasions This Defendant further saith that the said
Land in the Metropolis not whether she Signed her name in order to
make the said Paper Valid But whether she Executed the said Instrument
Burnes Mark is Equally binding with a Signature And this Defendant
this occasion in this Defendants said Answer mentions but by way of doing
Justice to the said Aziel Aga Nazar well knowing and considering that
from the said Bill of Sale being made in the name of the said Lewis Cranes
might happen as if the said Houses and Premises were the Property of him the
said Lewis Cranes whereas this was well Convinced that the same did not
belong to the said Lewis Cranes but to the said Aziel Aga Nazar who had
bought and paid for the same And had therefore an undoubted right to
Mortgage the same to this Defendant as he did on the Twenty third day
of April which was in the Year of our Lord One thousand seven hundred and

and Sixty nine and doth for this Defendant saith that Answering
any thing Alledged to the Contrary in the said Replication and
doth hold Intended and Sufficient for this Defendant to Rely
upon This Defendant Admits that the said Mortgage to
Ralph Bullock This Defendant hath Maintained and Supported
the Title Deeds and Writings of the said Messuage and Premises
Mentioned to be Redeemed by the said Bill of Complaint
and Admits that the said Messuage and Premises were
Redeemed by the said Mortgagor and Several other
Mortgages and Assigned to this Defendant by Virtue of the
Power and Authority in the said Mortgage mentioned
and this Defendant is Justly and Legally Entitled to the
Messuage and Premises Notwithstanding the Replicant
Allegations to the Contrary and this Defendant Submits
that the said Bill of Complaint ought to be Dismissed
with Costs

Wherefore this Defendant Answering the Replicant
Bill of Complaint and Supplemental Bill of Complaint
and the Answer thereto Prays as he did in his Answer
aforesaid

said House and Premises were not the Property of the said Lewis Evans but were the Property of the said Aviet Aga Nazar as before Alledged by this Defendant and not the said Mortgage to this Defendant was fraudulent as the Replicant Unjustly Alledges to the Contrary the said Mortgage was a fair and Legal Mortgage made by the persons who were the Owners of the Property the Premises so Mortgaged were and the whole Estate that at the Estate of the said Aviet Aga Nazar the same is now being subject to the Amount Principal and Interest due to the said Mortgagee This Defendant is still willing to maintain that the said Bill of Sale or Title Deeds Possession was made over to him by the said Lewis Evans to secure to the said Aviet Aga Nazar Creditors from seizing on the said House and Premises existing at the said Aviet Aga Nazar Disposing of the same in order to satisfy the Demands as due for this Defendant and Others as Creditors to the said Aviet Aga Nazar Disposing of the same in order to satisfy the Demands as due for this Defendant and Others as Creditors to the said Aviet Aga Nazar who was at Liberty to convey his property from his Creditors and the Assignee was placed in the Custody of the said Lewis Evans to Execute the Bill of Sale of the said House and Ground to the Purchaser and in the Name without Power Declaration or Agreement from the said Lewis Evans Selling to the said Aviet Aga Nazar and Possessing all Property or Title of Possession Wherein the Replication this Defendant Saith that it would have been very Improper and for the said Aviet Aga Nazar to have taken and a Declaration or Agreement from the

the said Lewis Cranes in the Reply and in answer unto the
Affidavits he hath been Absolutely Receiving satisfaction for
Reply and seems to desire no more to be taken out against Attorney
have never done so and of the said Bill of Sale bearing date the
said Lewis Cranes as before mentioned and that this Defend
been credibly informed and doth verily believe that the
Aga Nazar did by no means Break it Meaning for
the said Amid Aga Nazar and the said Lewis Cranes
Intimately Acquainted and the said Amid Aga Nazar
Opinion of his Honesty & Integrity Regard & Esteem
Lewis Cranes to Love and Affection than the said
Aga Nazar placed an entire Confidence in the
Cranes not in the least Doubting that the said
Ever would take this Last Advantage against this
Nothing was done in that the said Lewis Cranes
in Consideration of this Defendant believing the
Cranes had ever any Intention so to do but the
Instructing Attorney to do And the said Bill
Defendant all possible Ability thank that he has
Lewis Cranes were Honourably done and
reflected in the Uncertainty of Life the said
Plaintiff might have prevented Damage
Reply and has made to take out Letters
August Attorney of the said Knight

in the Name of the said Lewis Cranes as before mentioned But has not
having taken any such precaution in no manner whatsoever the Estate
of the said Amid Aga Nazar or this Defendant should be Lessen and
the Reply and the printing Depositions of the said Moses and Cranes
whether or not the Contingent Bill should in Right of this
said Wife or otherwise come to the said Matthew by any means prove
the Assertions of the said Reply and this and Bill of Complaint
of the said Amid Aga Nazar having about the Trust and Confidence
which he pretends the said Catharina Cranes had reposed in him
by Vesting him with the said Bill of Sale and also of the Truth
of what the Replication alleged to the said Amid Aga Nazar
Delivered to the said Catharina Cranes a short time before his
Death which this Defendant Absolutely denies and Saith
how Matters are to be Stated by the Reply and to throw a stop
over his said August Demand and Attention of the said Moses
and Cranes Answer to the Subpoena to this Honourable Court
appears to this Defendant very Absurd and Inconsistent
that the said Amid Aga Nazar should be able to about what
a Confidence never placed in him and which Bill was not
in Possession of the said Catharina Cranes but that
the said Amid Aga Nazar should or could for the Reason
making such Declaration to the said Catharina Cranes This
Defendant further saith that he was Satisfied from the said Declaration

in Consequence of the said Catharina Evans not being Convinced
and Informed by the Answer the said Howell
Powell was Actually the Property of the said Ariel Aga
as by Answer Claimed He did thereupon Advance and Lend the
said Ariel Aga Nazar the Sum of One Thousand Six hun
Pagodas on the Mortgage of the said House and Premises
and other Estate as Set forth in the Defendants said Answer
which the said Answer at his Entering to the said Declaration
said Catharina Evans any Copy Right and the Replyant
Alledges not Conducive to the said Catharina Evans
Declaration which the Replyant and Respondent in this Cause
should have taken Law of for more Validity than that the
said Answer and Plea of which she Stands Charged
should Answer and Should the said Catharina Evans
have for any reason or Cause Apeard any thing to the
of the said Declaration and Answer Contained Such
Contains such Verbal Apeal in order to Conclude the
matters Charged Against the said Defendant
the Defendant did Maintains that the Sum of four
Pagodas and Twenty one Fanams Principle was not
the said Catharina Evans Right or Rent of the said House
Orders out of Court was paid and allowed the said

other only said Daughter as Set forth in the Defendants said Answer
Notwithstanding what the Replyant Alledges in their Replication
to the Contrary And also Notwithstanding the Circumstances
of the said Ariel Aga Nazar And that shews that the same
was not the Rent of the said House in that the said House was
only let for Fifty Pagodas a year wherein Two Pagodas and
Twenty one Fanams & Month is about Fifty four Pagodas a Year
The Defendant Still Admits that the Replyant Advanced
Demand of this Defendant for the Bill of Sale or Title Deed of the
said House and Ground which this Defendant Absolutely Refuses
to Deliver for the reasons particularized in this Defendants
Answer To which this Defendant Craves Leave to Refer and Say
which said Reasons the Replyant had made Right thereof
Demand of this Defendant for the Title Deed or Bill of Sale of the
said House and Ground as the same does not Belong to the Estate of the
said Lower Evans but to the Estate of the said Ariel Aga Nazar
and the same being the Property of the said Ariel Aga Nazar in
his Lifetime he had an Undoubted right to Mortgage the same
as he did And the said House and Premises do and ought to remain
as a Security for the Payment of the Sum of one Thousand Six
hundred Pagodas which this Defendant did Lend and Advance
thereon together with other House & Mortgaged on the same Occasion

as

as aforesaid on the Defendants said Answer so filed by the Replyant all Equity and to the contrary the Defendant further said the Plaintiff Catharine Cowan

he and every of them knew the Transactions made and

by the said Aviet Aga Nazar and between them the said

and Writings of the said House and Premises

and the said Catharine Cowan before

brought or filed by the said Replyant and

and for the use and benefit of the said Aviet Aga

the said Catharine Cowan did know and

with the said matters long before the decease of the said

Nazar and the said Aviet Aga Nazar

and did Mortgage the said Premises as the said Aviet Aga Nazar

that he had a long and confiding the Management

the said House and Premises with the said Aviet Aga

the charges regarded the same as the Replyant

had obtained all proceedings that from the

in Redemption of the said Mortgage the said

said Catharine Cowan sole Daughter

Executrix and Widow of the said Lower Cowan the

Defendant and Heir of the said Lower Cowan the

that the said matters and

Property of the said House and Premises and were

from the said House and

Replyant as Administrator to the Estate of the said Lower Cowan

Nor is he the Replyant entitled to the possession of the said Premises

or of the Title Deeds Bill of Sale thereof for as the said House and

Premises were not the property of the said Lower Cowan from whom

alone the Replyant pretends to Claim the said House Premises and

Title Deeds in right of his said Wife the same cannot Devolve to or

become the property of the Replyant either in right of his said Wife

or otherwise and the Contrary as the said House and Premises were

the Sole and entire property of the said Aviet Aga Nazar in his

life time and they do still belong to his the said Aviet Aga Nazar Estate

and which Estate is indebted unto this Defendant in the

aforementioned Sum of one Thousand Six hundred Rupees by

Virtue of the Mortgage aforesaid wherefore and on Account of this

Defendant having administered to the said Estate and Effects of

the said Aviet Aga Nazar he this Defendant is entitled to the care

and Custody of the said Bill of Sale or Title Deed and also to the care

and Management of the said House and Premises and to have the

same or the Proceeds thereof applied in or towards the Discharge

of the Principal and Interest due or which may become due on

the said Mortgage In which Light this Defendant humbly

hopes the said matters will appear to this Honble Court and

also that the Replyants Demand and Petition are unjust

and Illegal And this Defendant Lastly saith that with

Replyant as Administrator to the Estate of the said Lord or Baron
Nor is he the Replyant Indebted to the Deceased in
or of the Title Deeds or Bill of Sale thereof for as the said House and
Premises were not the property of the said Lord or Baron from whom
alone the Replyant pretends to Claim the said House Premises and
Title Deeds in right of his said Wife the same cannot Devolve upon
become the property of the Replyant either in right of his said Wife
or otherwise on the Contrary as the said House and Premises were
the sole and entire property of the said Aviet Aga Nazar in his
life time they do still belong to his the said Aviet Aga Nazars Estate
and not to his Estate is Indebted unto this Defendant in the
aforementioned Sum of one Thousand six hundred Pagodas by
Virtue of the Mortgage aforesaid wherefore and on Account of this
Defendant having diminished the said Estate and Effects of
the said Aviet Aga Nazar he this Defendant is Intitled to the care
and Custody of the said Bill of Sale or Title Deed and also to the care
and Management of the said House and Premises and to have the
same or the Proceeds thereof applyed in or towards the Discharge
of the Principal and Interest due or which may become due on
the said Mortgage In which light this Defendant humbly
hopes the said matters will appear to this Honble Court and
also that the Replyants Demand and Action are Unjust
and Illegal And this Defendant Lastly saith that as to

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ag and to any other matter or thing to be set forth and Alleged by the Replication to which this Defendant is not is any Wise Compelled or Compellable to make any further or other Answer thereto All which matters and things this Defendant is ready and willing to aver maintain and prove as Court shall direct and most humbly prays as to his said Answer he hath already prayed

John Smith
Atty for the Defdt

Filed 8th June 1773

The Replication

of the Revd Anne of Madras Merchant Administratrix of the Estate and Effects of Agar Nazar late of the same Place Merchant Deceased to the Answer of Mathias Wilkins Thomas Place Merchant Thomas Nazar Merchant Executors named in the Will of the said Agar Nazar Deceased

This Replicant saving and reserving unto himself all Manner of Benefit and Advantage of Exception to the many Untruths

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and Imperfections in the said Answer contained for Replication thereunto Saith That his Bill of Complaint and all and singular the Matters and Things therein contained are good true certain and sufficient in the Law to be Answered unto in such Manner and Form as the same are therein and thereby set forth and Alledged and That the said Answer and the matters and things therein contained are very Untrue Evasive and Insufficient in the Law — The Defendant in this said Answer admits to be in Possession of a House and Ground situated in the Black Town of Madras in a Street called Bale Chetty's Street for the Possession of which this Replicant has Commenced this Suit and Action as Administrator to the Estate and Effects of the said Avist Aga Nazar as aforesaid But the said Defendant denies that the said House and Ground do belong for or any Part of the Estate of the said Avist Aga Nazar But pretends that the said House and Ground belongs to the Estate of Lorow Ouanis Dutt and whom the said Defendant is Administrator in Right of his Wife and that the same do now belong and is the Property of the said Defendant In Reply thereto this Replicant doth still Humbly Insist that the said House and Ground were the Sole and Entire Property of the said Avist Aga Nazar in his Life time and that the same do now belong to and are Part of the Estate of the said Avist Aga Nazar to the Possession care and Management whereof this Replicant is become

Administration granted to him the Defendant
over the the Estate and Effects of the said Lord
And this Replicant doth Absolutely deny that the
and Premises above Demised belong to the Said Lord
to this the said Lorcon Cranes Estate but that the
belong to the said Defendant as Heir at Law to
Administrator to the said Lorcon Cranes whom
in his said Answer says he cannot Conceive
Premises the said Aziz Aga Nazar could Lawfully
the said Messuage and Ground unto this Replicant
which this Defendant does not Chuse to Admit
Answer and prays that this Replicant may
deliver the said Mortgage Deed unto this Defendant
In Reply thereto this Replicant saith that the
Premises being the Legal property of the said Lord
he the said Aziz Aga Nazar had certainly an
and sufficient Authority to Mortgage the same
which this Replicant doth he did notwithstanding
does not think proper to Admit to this Defendant
Mortgage unto this Replicant and Defendant
Court for this Replication Agreeable to the prayer
Defendants Plea

he hath for some time past Rented and Received the Rents of the
said House but denies that he is Answerable or Accountable to
this Replicant for the Rents thereof pretending that the said House
and Premises are the property of the Estate of the said Lorcon
Cranes because the Bill of Sale thereof is made out in the name
of him the said Lorcon Cranes In Reply thereto this Replicant
saith and humbly insists that the said Defendant is answerable
and Accountable to this Replicant for the Rents of the said House
in his Capacity of Administrator of the Estate and Effects of the
said Aziz Aga Nazar as aforesaid for the House Estate that is the Estate
of the said Aziz Aga Nazar the said House and Premises do belong
notwithstanding the Bill of Sale or Deed of the same is made
out in the Name of the said Lorcon Cranes which Bill or Deed
of Sale this Replicant doth Jointly Lay in his Possession as Remains
to or to the Estate of Aziz Aga Nazar as aforesaid and the said Mortgage
of the said House and Premises as the said Bill of Sale or Deed
Deed of the said House and Premises was only made out in the Name
of the said Lorcon Cranes on the Account and for the Reasons
set forth in this Replicants Original Answer to the Bill of
Complaint Exhibited by the said Defendant Against this
Replicant and this Defendants Rejoinder to the Replication
of the said Defendant To which this Defendant craves leave

to Reform and this Replicant still Maintains that if the
Value of the Said House and Ground was not
the Property of the said Lorror Cranes for the Reasons
this Replicants Answer and Rejoinder it Sets forth
was Built with their Monies for same other Reasons in the
Account & that Cranes Lorror bought Lorror was Possessed
Real Property within the said Lorror Cranes with the
said House and Ground But that the said House
should not withstanding be Considered and Deemed Part
of the said Amirt Aga Nazar in his Life time and
to and part of the said Amirt Aga Nazar Estate
Aga Nazar having bought and paid for the same
and Premises could not therefore be the Property of the
Cranes she having paid no Consideration whatever for
House and Ground which Defendant Insists that she
was only a Trustee to the said Amirt Aga Nazar
to Him for Himself and the Executors of his
Heirs from Notwithstanding all which the Defendant
to the Contrary Respecting the same This Replicant
denies that the said House and any Possession of the same
said down by this Replicant the Defendant

House and Ground to be Vested in the said Amirt Aga Nazar or that any
Reasons given by this Replicant do either Constitute the reasonableness or
probability of their being aware of their having been the property of the said
Amirt Aga Nazar & the Contrary this Replicant Saith that the said
Reasons are Vain and Idle and the Defendant Ought to Account the said
Bill of Sale was made in the Name of the said Lorror Cranes & the said
House and Premises were and their the said Lorror Cranes property but
that of the said Amirt Aga Nazar he having bought and paid the Amount
Purchase for the same And this Replicant Denies not but that he shall
be able to prove in due time that the said Amirt Aga Nazar did Actually
pay for the said House and Ground & notwithstanding the Defendants
Assertions to the Contrary in this said Answer the Concurrent the
Declaration or Confession of the said Catharine Cranes is sufficient
to Demonstrate that the said House and Ground were the property
of the said Amirt Aga Nazar in his Lifetime and as the said
property has not since been Alienated the same do still belong to
and are part of the said Amirt Aga Nazar Estate subject
to the payment of the Amount Principal and Interest of the said
Mortgage to this Replicant so much thereof as the Proceeds or
Amount Sales thereof will Extend this Replicant Absolutely
denies that the said Declaration or Confession of the said Catharine
Cranes is forged as the said Defendant Unjustly Alledges Either

[illegible] Complainant against the Defendant the said Complainant Complaining for answer to the Defendants Answer and Replication and Complainant saith that the said Deed Declaration or Confession made signed and sealed by the said Catharine Owen Complainant Daughter in the Answer and Replication mentioned Honorable Court this Complainant doubts not but to prove sufficient to Answer the Defendants Allegations therein contained and this Complainant hath brought into Court the Sum of One hundred and Sixty Pounds Money aforesaid for the Defendants Allegations to Answer and Pay unto the said Lewis Owen the Defendant the Sum of Money aforesaid and Costs of Suit and this Complainant is ready to Pay the same accordingly as this Honorable Court shall Direct and Order and this Complainant hopes that the said Lewis Owen the Defendant ought to Answer the Premises and to Discover whether the said Deed Declaration or Confession was not

Dies Mercurii 5th July 1775

The General Interrogatories on the part of Mallichop of Madras Merchant
Defendant to be administered to and Examined upon the part and behalf of
Thomas Rumbold Esqr Governor and the Council of Fort St George Agent
and Governor and Mallichop of Madras Merchant Defendants to and upon
the Bill of Complaint of Joseph Collet Esqr Executor of the last Will and
Testament of Thomas Pitt Esqr deceased Complainant

1st Whether it doth not appear unto you the Defendant to be true that
the Complainant hath exhibited his Bill of Complaint in this Honble Court
and thereby set forth that the Defendant Mallichop hath or pretends to have
some Claim or Demand to or upon the Estate of Governor Pitt deceased
and the Complainant as Executor of the last Will and Testament of the said
Governor Pitt hath been sued at Law by the said Defendant Mallichop
for the same and whether the Complainant hath not been advised that
the Matters in Question between the Complainant and Defendant Mallichop
are properly cognizable in this Honble Court and whether the Complainant
hath not thereupon exhibited his Bill of Complaint in this Honble Court
against the Defendant Mallichop praying that the Defendant Mallichop
might be restrained by the Injunction of this Honble Court from proceeding
at Law against the Complainant touching the Premises and that the
Defendant Mallichop might be compelled to answer the Premises and
to discover what Claim or Demand he the Defendant Mallichop hath
or pretends to have to or upon the Estate of Governor Pitt deceased
and whether the Defendant Mallichop hath not appeared to the Complainants
Bill of Complaint and put in his Answer thereto and whether the Complainant
hath not filed a Replication to the Defendant Mallichops Answer and
whether the Cause is not at Issue between the Complainant and Defendant
Mallichop and whether the Defendant Mallichop hath not obtained an Order
of this Honble Court to bring to the Hearing upon Bill Answer and Replication
and whether the Cause is not now ripe for Hearing and whether the
Defendant Mallichop hath not been served with a Subpoena to hear Judgment
and whether the Defendant Mallichop hath not appeared thereto and whether
the Defendant Mallichop hath not been served with a Subpoena to Rejoin
gratis and whether the Defendant Mallichop hath not appeared thereto and
whether the Defendant Mallichop hath not been served with a Subpoena
for Production of Writings and whether the Defendant Mallichop hath not
appeared thereto and whether the Defendant Mallichop hath not been served
with a Subpoena to Rejoin gratis and whether the Defendant Mallichop hath
not appeared thereto and whether the Defendant Mallichop hath not been
served with a Subpoena for Production of Writings and whether the Defendant
Mallichop hath not appeared thereto and whether the Defendant Mallichop
hath not been served with a Subpoena to Rejoin gratis and whether the
Defendant Mallichop hath not appeared thereto and whether the Defendant
Mallichop hath not been served with a Subpoena for Production of Writings

1. Black Town of Madanapatnam in a Choultry called Bell
2. Yes I believe I do he is a Merchant
3. Yes I am acquainted with the Plaintiff
4. Yes I am acquainted with the Defendant
5. I believe I have seen the Defendant Mr Millick
6. I believe I have seen the Defendant Govinda
7. I believe I have seen the Defendant Govinda
8. I believe I have seen the Defendant Govinda
9. I believe I have seen the Defendant Govinda
10. I believe I have seen the Defendant Govinda
11. I believe I have seen the Defendant Govinda
12. I believe I have seen the Defendant Govinda

1. Yes I do know of any other Matter or Thing
2. No I do not know of any other Matter or Thing

1. Yes I do know that the Defendant Govinda
2. No I do not know that the Defendant Govinda

Complainant and Govinda Ramalias
Amboy Dep.t Govinda Row of the same
Place Merchant Defendant and the
said Govinda Ramalias Amboy
Dep.t Govinda Row Corp.s Complainant
and the said Mantavas Melleth
Corp.s Defendant

On the Part of the Original Complainant and
Corp.s Defendant

Depositions of Witnesses taken in the Cause by and before the
Honble Anthony Frederick Sharpe Esq.r Mayor Merchant Aged 36 Years
a Witness being Produced on a Mesne Cause On the Part of the Original
Complainant and Corp.s Defendant on the 21st Day of May 1778 Sworn saith
Mr. John Taylor who is Attorney for the Original Defendant and Corps Complaint.
by Interpreting Govinda Row who also Left Him a Note of the Name & Place of abode of the said Deponent and afterwards from the same Day being Sworn and Examined Deposeth as followeth

1.st To the first Interrogatory this Deponent saith that He does not know the Parties Complainant or Defendant in this Cause and does not Know about the Matters in this Interrogatory

3. To the third Interrogatory this Deponent saith that He does not know or has heard that the year of our Lord One Thousand Seven Hundred and Sixty Eight Intrabitil and Portuguese Hours Situated and being

2.d

To the first Interrogatory this Deponent saith that He does not know the Parties Complainant or Defendant in this Cause and does not know about the Matters in this Interrogatory

To the second Interrogatory this Deponent saith that He does not know or has heard that the Year of our Lord One Thousand Seven Hundred and Sixty Eight Intrabitil and Portuguese Hours Situated and being in a Street called Bentley Street Black Mantavas Melleth Complainant in this Cause and Govinda Row of the same Place Merchant Defendant in his Lifetime Owned in the Black Town of Madrass aforesaid which Houses Stood in the Black Town of Madrass aforesaid in a Street called Bentley Street the Property of the said Govinda Row Deceased and Left by Will to his Son Mathew Row Deceased who Left the said Houses to the said Govinda Row Deceased Father of the Complainant and Defendant in this Cause and that the said Govinda Row Deceased Left the said Houses to the said Govinda Row Complainant and Defendant in this Cause and does not know what or about what Sum or Valuable Consideration the said Houses were Left in the Last Interrogatory

Welch
Cons.t

Mayors Court
at Madrastapatnam

Mantavas Melleth
Merchant Administrator to Govinda Row
Deceased in the Right of his Wife
Daughter to the said Govinda Row

2d

1st Interrogatory

1st This Deponent saith that he
is acquainted with the Parties
to this Cause and knows the Lands
and Ground by the Pleadings in this Cause
mentioned & Lying & being at Madras
aforesaid & that he knows the Plaintiff
& Defendant in this Cause & that they
have not known each other above
Two Years

2d

2d This Deponent saith that he
knows the Plaintiff in this Cause
has not known any thing
Lands or Valuable Consideration
in the last Interrogatory

Welch
Cant.

Mayors Court
at Madrasapatnam

Between Mantavia Mallick
Merchant Administrator to Dore
Dariah deceased Plaintiff
Chanda late Daughter of the said Dore
Dariah deceased Defendant

Complainant and Govinda Ramalus
Amboy Dept Governor & Row of the same
Place Merchant Defendant and the
said Govinda Ramalus Amboy
Dept Govinda Row Corps Complainant
and the said Mantavia Mallick
Corps Defendant

On the Part of the Original Complainant and
Corps Defendant

Depositions of Witnesses taken in this Cause by and before the
Court in manner following

Mr Anthony Frederick Francke of Madras Merchant Aged 36 Years
a Witness Produced & Sworn in this Cause on the Part of the Original
Complainant and Corps Defendant the 28th Day of May 1778 Signifies by
Mr John Taylor who is Attorney for the Original Defendant and Corps Complaint
by Curdaspatamy Servant who also left this a Note of the Name & Place of abode of the said Deponent and after was on the same Day being sworn
and Examined Deposeth as follows

1st To the first Interrogatory this Deponent saith that He does not know
the Parties Complainant or Defendant in this Cause nor ever
was Privy to this Intermarriage

2d To the third Interrogatory this Deponent saith that He did sometime
since about the year of our Lord One Thousand Seven hundred and
Sixty Eight Let the Dwelling House situated and being

in the Black Town of Madraspatnam in a Shabby
Stile and that they did find the said Thamboo Chetty
Aiant Aga Mazar and that the Conditions were that
was to take the said House for a year certain and at
of that Time he was to stay in it as long as he should
and that the said House and the said Land was the
Armenian and Thomas who lived with the said Aiant Aga
their Deponent that he and — did not believe

Interrogatory

Mr Chas Proctor

Interrogatories to be exhibited
Witnesses as shall be produced
Examined on the part and behalf of
Defendant and Cross Complainant
Cause and Cross Cause now depending
Suit in the Court of the Mayor's Court
Madraspatnam wherein
of Madras Merchant Administrator
Estate and Effects of Coja Osman
in Light of this Wits Agra in the
Complainant and Cross Defendant

Coja of Madras Merchant Administrator
to the Estate and Effects of Aiant Aga
Mazar late of Madras Merchant
Deceased in Original Defendant and
Cross Complainant

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

To Singanna and Narrea Chetty } 2d. Did you or did you not know Coja Osman deceased in his
Life time and did you or did you not know Aiant Aga Mazar deceased
when Life time both of whom are in the Interrogatories
named. If yea Did you or did you not and for how long Time live with
or in the Neighbourhood of either or both of them the said Coja Osman
Osman and Aiant Aga Mazar or either of them And did you or did you
not know or were you or were you not Acquainted with any of their
or either of their Dealings Transactions or Property If yea Declare
you not know the Houses and Ground in Question in this Cause and
Cross Cause If you so know did the same belong to the Estate
Lord One thousand Seven hundred and Fifty Seven to whom were the Lands
or by People in general in the Neighbourhood or those who knew them that
the same belonged did or did not the said Aiant Aga Mazar purchase the
said House and Ground If you did or Do not the said Aiant Aga Mazar
long Lease or Lease

Said Lorenzo Quaresma or any part of the said Quaresmas
the said Rents and Arrears as you know have been due to the
Do you or do you not know or have you or have you ever had
why or for what Reason or on what Account the Rent of
said House was made in the Name of the said Lorenzo
Quaresma Senr. If yea set forth the same fully and particularly
Did or did not the said Maria Olga Navarro pay the
Money for the said House or Premises in Question in this Cause or
otherwise. If yea set forth the same fully and particularly
the whole of those Matters According to the best of your
Remembrance Information and Belief fully and particularly
Declare.

To Ditto ... 3. Do you or do you not know Catharina Quaresma the
in this Cause and her Daughter Azzira in this
in this Cause. If yea Did or did not the said Maria Olga Na
time in his Life time or any Account or for any Arrears
the said Catharina Quaresma and her said Daughter to
in Question in this Cause. If yea do they or either of them
pay or pay any Rent for the said House. If yea or which
or for what Term or Terms did the said Maria Olga Navarro
to Live in the said House without paying Rent Or
how he and or do believe or have reason to believe
property was it considered to be during the time that

and her said Daughter lived in it the whole of those Matters fully and particularly
Declare.

Ditto ... 4. Did or did not the said Maria Olga Navarro in his Life time allow the said
Catharina Quaresma any and what Sum of Money Monthly for the Maintenance
of herself and the said Daughter. If yea was or was not the said Allowance
considered as the Rent of the said House in Question in this Cause or
otherwise and how and wherefore fully was the said House or was it
let to Mr Lee during the time the said Maria Olga Navarro made the said
Allowance The whole of those Matters According to the best of your
knowledge Remembrance Information and Belief fully and particularly
Declare.

Anthony Fidrick. Branch 5. Do you or do you not know the Instrument
or Paper Writing now produced and shewn to you at the time of
your Examination and Marked A. If yea was or was not the said Paper
Writing written or Signed by you. If you was or was not the same so given
by you or your Order in the Name in Question in this Cause Whether
the same was or to whom was
it respected the said House belonged How long did you Occupy or Rent the said
House was or was not any Claim or Demand made of you for the Occupation
of the said House or for the Rent of it by Lorenzo Quaresma or Quaresma Junr
Deceased in his Life time or by any Person or Persons on their Account The
whole of those Matters fully and particularly Declare.

To Catherick. Branch and Husband. 6. Do you or do you not know or see you not Acquainted
with the Hand Writing of the Name B

more produced and Shewn by you at this the Time of your
If you shall say you were sworn you must produce and Deliver
to the same Commissioner Signed with his Comptor Marked
by Catharine Ovanes in the Pleadings in this Cause Mentioned
Order did not the said Catharine Ovanes Executor thereof
Voluntarily and of her own free will and Consent Execute
how the rest below Written According to the best of your
Remembrance and Belief fully and Particularly Declare

To Villay Ovanes 1st Do you or do You not Know or any Thing
with the within Instrument in the Commission Named
B more produced and Shewn by you at this the Time of
If you shall say you were sworn you must produce and Deliver
not to the same Commissioner Signed with his Comptor Marked
by Catharine Ovanes in the Pleadings in this Cause
If you Did or Did not the said Catharine Ovanes
the said Paper writing Dated and Signed as you have now
and Executed or otherwise and How Do you or Do you
know or what Occasion the said Instrument &c
was made or Executed by the said Ex Mariner Ovanes
the same fully and Particularly and the whole of the
Dated

To Villay Ovanes Gentleman
Deceased

If you shall say you Did or Did not Attest the Execution
of the said Writing or Instrument Mentioning Time and Place
this Cause If you Did or Did not Attest the Execution
Mortgage of the said House to Ex Mariner Ovanes
Dated

at any time make any Objection to the Title Deed or Bill of Sale being
in the Name of Lerror Ovanes or Ovanes Senior deceased in the Pleading in
this Cause Named If you or any of them Passed between the said Gonda ody Manar
Chilly and the said Arrat Aga Nazar on that Occasion Did or Did not
the said Arrat Aga Nazar thereupon or upon any other Occasion produce
an Instrument Declaration or Confession in writing from Catharine
Ovanes Widow of the said Lerror Ovanes to the said House
Declaring the said House to be the Property of the said Arrat Aga Nazar
and not of the said Lerror Ovanes or Ovanes Senior &c or otherwise and
how was or was not the said Gonda ody Manar Chilly induced by the
Mortgage of the said House to which she has been for several years past
Referred or said that the said House belonged the whole of that Matter
According to the best of your knowledge Remembrance Information and
belief fully and particularly

Distance

To Ovanes Gentleman
Arrat Amirdga

If you were now present and Did you or Did you
not the said Arrat Aga Nazar duly Sign and Seal or Execute
the Mortgage Instrument or Paper writing now produced and shown
to you at this the Time of your Examination Marked C If you do or
not the Signature and Attestation thereto and Affixed upon the
Execution thereof If the said Did and Signature of him the said Arrat
Aga Nazar and if so was not the Signature of the Witnesses thereto of

your

your Mind & Knowledge particularly & distinctly to every part & parcel of the Matters
and Things in the said Mortgage Instrument mentioned & Expressed
How was the Execution of the Same and Corpl Cause & you
Heard or do believe or know you or any of them had
with Governor Ramsay or any Ambassador from Governor Rook
the Mortgagee in the said Mortgage Instrument or Deputy
mentioned & the said Daniel Aga Navaro and for which
Mortgage was made and given & was or was not the Money
in this Cause and Corpl Cause Charged or to be thereby satisfied
Aga Navaro at the time of the said Mortgage being made
the time or times & Manner & Means of those Matters & Things
How & by Remembrance Information & Belief & why
& wherefore & by your Belief fully & particularly & Distinctly
To the 9th Do you know or believe that the above named Daniel Aga Navaro
Hath not since the Execution of the said Mortgage
Repaid & Satisfied the Same or any part thereof & how much
Did & how & when & to whom & for what Cause & Consideration
& upon what Account & Occasion & by Reason of the Possession of the said House
of the said House & Premises & Did or Did not the said Mortgagee
for many Years & Did or Did not the said Mortgagee
Receive & Enjoy the Rents & Profits of the said House
Premises & Did or Did not the said Mortgagee
Power & Authority to Sell & Dispose of the said House
& Premises & Did or Did not the said Mortgagee
& Premises & Did or Did not the said Mortgagee
& Premises & Did or Did not the said Mortgagee

Thomas Isaac Hubbard and Aspinwall for ever Stand Possessed
hereunto but every hand in Fort Saint George this Twenty
seventh of September One Thousand seven hundred and Sixty nine

Henry Pomney
Willm. Pincent

Rgd. & Exd. Samp. Addley
Asst. to Sec.

James Taylor
Reg.

between the Honble. Company of the one Part and Ramanjulu Chetty and Ratchala Pillay Inhabitants of Madras Armenian Merchants of the other Part Witnesseth that the said Company for and in Consideration of the Sum of Pagodas Twenty Thousand to them in hand well and truly paid by the said Ramanjulu Chetty and Ratchala Pillay at and before the Ensealing and Delivery hereof the Receipt whereof they do hereby acknowledge and therefrom and from every Part and Parcel thereof do Clear Acquit and Discharge the said Ramanjulu Chetty and Ratchala Pillay their Heirs Executors and Administrators by these Presents Have Granted Bargained Sold Aliened Released Enfeoffed and Confirmed and by these Presents do Grant Bargain Sell Alien Release Enfeoff and Confirm unto the said Ramanjulu Chetty and Ratchala Pillay their Heirs and Assigns for ever All that Piece or Parcel of Ground Situate Lying and being to the Northward of the Bounds of Madras aforesaid and bounded as follows (that is to say) to the Northward by the Ground belonging to Mootial Pillay to the Southward by the Ground belonging to Ramanjulu Chetty and Ratchala Pillay to the Eastward by the Ground belonging to Mootial Pillay aforesaid and to the Westward by the Ground belonging to Ramanjulu Chetty and Ratchala Pillay aforesaid containing in Length from North to South Forty nine Feet and in Breadth from East to West Forty nine Feet and Two Thirds of Three aforesaid Sums together with the Interest that shall become due to the said Ramanjulu Chetty and Ratchala Pillay for the Ground aforesaid not paid to them after the above limited Time of Three Months be the said Ramanjulu Chetty and Ratchala Pillay at Liberty to sell the said Mortgaged Premises in order to pay them off the said Sum of One Thousand and Six hundred Pagodas with Interest due thereon as Witness whereof have hereunto set my hand and Seal in Fort St. George this 23 Day of April One Thousand seven hundred and Sixty nine

Signed Sealed and Delivered
in the Presence of

C

The Caption Writing was shewn to Francis Fowke in the Time of this Examination before me in a certain Cause now depending and at Issue in the Mayors Court of Madrass between Francis Fowke Plaintiff and Ramanjulu Chetty and Ratchala Pillay Defendants and Fowke Ramanjulu alias Ramboy Chetty Compelled and Corps Defendant and Fowke Ramanjulu alias Ramboy Chetty Defendant to the Estate of Moses Aganazer Deceased is Sing. Defendant and Corps Compelled on the 1st Day of July Anno Domini 1774.

Hall Plumer
Cand.

Cornwall Mercht by the Name of Cornwall Mark Anthony Lord
hereinafter Defendant of the Mayors Court of Madras in Consultation
Plaintiff Complainant of Madras in Consultation of the same
Month Defendant this Plaintiff to remain in Prison
Court shou'd direct and at the rate of Fifty Pag
and after the Expiration of four Months to pay Interest
Witness Hand Seal at Madras the
22d of Nov.r in the Year of our Lord 1768.

Anthony Lord

A

This Paper writing was Shewn to Mr Anth.o Lord
of this Court before me in a certain Cause now depending
in the Worshipful the Mayors Court of Madras between
Mallick of Madras Merchant Administrator
and Effects of Lewis Ozanne Deceased the Estate
in the Original Compl.t and Cross Defendant and Lord
alias Bombay Dos Govinda Dass of Madras Merchant
to the Estate and Effects of Khoja Agha Nazar Deceased
Merchant in the Original Deft and Cross Compl.t this 30th
January Anno Domini 1771

Mat.w Plumer
Exam.r

In case of real Necessity I promise to leave the Town in a Months
warning Witness my hand Madras 22d Nov.r 1768.

A. F. Lorch

B

This Paper writing was Shewn to Khaleen Lara and Vellay Dewan the
times of their Exam.n before me in a certain Cause now depending
in the Worshipful the Mayors Court of Madras Patnam wherein Masterics
Mallick of Madras Merchant Administrators to the Estate and Effects
of Lewis Ozanne Deceased in the Light of their Wife Azziza in Original
and Cross Deft and Govinda Dass alias Bombay Dos
Govinda Dos of Madras Merchant Bombay Dos Govinda Dos of
Madras Merchant Administrator to the Estate of Khoja Agha Nazar
Deceased in Original Deft and Cross Compl.t on the 1st Day of
Feby Anno Domini 1771

Mat.w Plumer
Exam.r

Mayors Court
Madras Patnam

Between Masterics Mallick of Madras Merchant
Administrator to the Estate and Effects of Lewis
Ozanne Deceased in the Right of his Wife Azziza
Ozanne Deceased Complainant and Cross Defendant and
Govinda Dass alias Bombay Dos Govinda Dass of
Madras Merchant Administrator to the Estate
and Effects of Khoja Agha Nazar late of Madras
Deceased

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Merchant Decree Original Pl
Cross Complainant
On the Part of the Original Defendant
Cross Complainant

Depositions of Witnesses taken in this Cause
this Examinate in this Court as follow[illegible]

Lorganaky of Madras Broker Aged 35 Years Merchant being duly
Sworn in this Cause on the Part of the Original Defendant and Cross
was on the 12th Day of February 1761 Sworn and Examined on the Part
Du Pre[illegible] is Attorney for the Original Complainant and Cross
by Cowdale Attorney Lorganaky Answers to the Interrogatories
Mace Laboldey Thomas Examinate and Deponent on the same Day
1st ..... To the first Interrogatory this Deponent saith that he
the Original Complainant and Cross Defendant
in this Cause that he doth know the Original
Complainant and Cross Defendant
Cause and that he shall know what is Twenty
and more saith not to this Interrogatory
2d ..... To the third Interrogatory
Cause and further this Deponent saith that he
Read in this Interrogatory and Declareth
Interrogatory Years and that this Deponent doth
Neighbourhood of the said Lorror Cranes and Aviet Aga
fifteen Years and that this Deponent

with any of their or either of their Dealings Transactions or Property
that he doth know the House and Ground in Question in this Cause
and Cross Cause this Deponent doth Declare that the said House
has belonged to the said Aviet Aga Nazar from the Year of our Lord
One Thousand Seven Hundred and fifty six or Thereabouts that it
was looked on by the People in general in the Neighbourhood
or Those who knew them that the same belonged to the said Aviet Aga
Nazar that the said Aviet Aga Nazar did purchase the said House
and Ground of One Sevrangadamoodaliar and that he did Pay for the
House aforesaid that this Deponent knows the said Lorror Cranes
did not Pay any Part of the said purchase Money for the said
House and Ground that this Deponent believes that the Name the
Bill of Sale of the said House was made in the Name of the said
Lorror Cranes or Cranes Sworn was that the aforesaid Aviet Aga
Nazar kept Catharine the Wife of the said Lorror Cranes and that
she knows did hire to do it as this Deponent has heard that the said
Aviet Aga Nazar did layout and expend Money on the said House
Premises in Building and Repairs and more saith not to this Interrogatory
To the third Interrogatory this Deponent saith that he doth know
Catharine Cranes in the Pleadings in this Cause named but that he does
not know Azziza Wife of the Complainant in this Cause that this Deponent
doth know that the [illegible] Cranes and Anne [illegible] Daughters of
the

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To the Estate and Effects of Mirza Aga Bazar late of
Madras Merchant Deceased Original Defendant
and Cross Complainant

Between
Catharine Cowan Daughter of the Original Defendant and Cross Complainant

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

Mr Peter Chilly of Madras Merchant aged 33 years or thereabouts being sworn and
Examined this Cause On the Part of the Original Defendant and Cross Complainant Saith as follows
viz. That on the 13th Day of February 1774 Shewn in Court at the Office of Mr Henry Rickards Attorney
for the Original Complainant and Cross Defendant by Cowasjee Pestonjee Servant to the
said Attorney a Note of the Name Title and Place of abode of the said Defendant dated as
on the 14th Day of the same Month being shown and Examined Deponent as follows
viz. 1st To the first Interrogatory this Deponent Saith that he this Deponent
Complainant and Cross Defendant Martinus Melliche in this Cause named
that he the said Martinus Melliche is a Person of Fifteen years and upwards
also known this Original Defendant and Cross Complainant and Deponent
Knows also the said Martinus Melliche in this Cause and that he the said
Martinus Melliche is also fifteen years and upwards and Knows as well as he
Knows himself also fifteen years and upwards and Knows as well as he
Knows himself also fifteen years and upwards and Knows as well as he
Knows himself

governd in Question in this Cause and Confiscated that the
belonged to the said Ariet Aga Nazar from the year [illegible]
Seven Hundred and fifty Seven thousand Star Pagodas
Captain General in the Kingdom and Province
the same belonged to the said Ariet Aga Nazar That the said
Nazar Purchased the said House and Ground of [illegible]
Moodeah That this Deponent by this Letter wrote
said Ariet Aga Nazar and the said Nazar
Answer that the Lorna Cranu should
for that Reason and this Deponent
[illegible]

30 [illegible] Interrogatory

[illegible] Commissioners this Deponent saith that
Cranu the Widow
Effects the Confirmation
from the Daughter to
Nazar Purchased the said House and Ground of [illegible]
Moodeah That this Deponent by this Letter wrote
said Ariet Aga Nazar and the said Nazar
Answer that the Lorna Cranu should
for that Reason and this Deponent
[illegible]

Interrogatory

To the first Interrogatory this Deponent saith that the said Ariet Aga
Nazar did not allow the said Catherine Cranu any Sum of money monthly
for the maintenance of herself and the said Daughter or any other Matters or
things therein interrogated and more saith not to this Interrogatory

To the last Interrogatory this Deponent saith that at the time the said
Ariet Aga Nazar Mortgaged the said House to Govinda Ramalien
Arnbey Dass Govinda Row this Deponent went with the said Ariet
Aga Nazar and saw him Receive the Money for the Mortgage of the
said House in Question in this Cause and the said Catherine Cranu
Signed the Mortgaged Bond and more saith not to this Interrogatory

Sworn in Court
Madrapatnam

Before me Master in Chancery of Madras Merchant
Administrator to the Estate and Effects of Lorna Cranu
Deceased the Original Defendant and Confirmant
Catalina Arnbey Dass Govinda Row of Madras Merchant
Administrator to the Estate and Effects of Ariet Aga
Nazar late of Madras Merchant Deceased Original
Defendant and Cross Complainant

Depositions of Witnesses taken in this Cause on the Examination
Commission as follows viz.

Mr Anthony Frederick Franck of Madras Merchant
Year being Produced as a Witness in this Cause On the Party
Defendant and Cross Complainant and was on the 3d Day of June
Sworn to the Mr Henry Dirom Gent who is Attorney for the Orig
and Cross Defendant by Commission duly Issued out of
of the Name Style and Place of abode of the said Deponent
On the same Day being Sworn and Examined Deponth as follo

1st ..... To the first Interrogatory this Deponent saith that he doth
Parties Complainant and Defendant in this Cause and was
to these Interrogatory

5th ..... To the 5th Interrogatory this Deponent saith that the
Instruments in Writing now produced and Shewn to
this Deponent when Examined and Marked A and that the
Signed by this Deponent that the said Paper Writing
this Deponent in his Lordships Answer which he believes
Question in this Cause and to which Answer this
to be true and to contain a full and true Account
Deponent knows of or believes to be Payable
Hon'ble Sir Thomas Rogers and that this Deponent being
Sir Thomas Rogers had the Custody of the Writings of the Hon
and Thomas Rogers this Deponent did Rent and Occ
House about Twelve Years before the Death of the said
and Deponent then Received the Rents and Profits
said Sir Thomas Rogers and Thomas Rogers

by any Person or Persons on his Behalf — And remains Sworn to this the last
Interrogatory

Saw Plumer
Examt

Sworn by Mr Anthony Frederick Franck

Mayor Cannan
Madraspatnam

Between Mordecai Mordecai Merchant of Madras
Merchant Administrator to the Estate and
Effects of Moses Daniel Ricardo in the Right
of his Wife Abigail Original Complainant
and Cross Defendant and Grounds Hannah
Amboy Pope Grounds Rose of Madras Merchant
Administrator to the Estate and Effects of
Daniel Rogers late of Madras Merchant
Deceased Original Defendant and Cross
Complainant

For the Part of the Original Defendant and Cross Complainant

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

Mr Thomas Snead of Madras Merchant aged 45 Years being Produced as a Witness
this Cause on the Part of the Original Defendant and Cross Complainant on the 1st Day
of February 1771 Sworn in Person to Mr Henry Dirom who is Attorney for the Original
Complainant and Cross Defendant by Commission duly Issued out of this
a Note of the Name Style and Place of abode of the said Deponent and of the
the same Day being Sworn and Examined Deposeth as follows viz.

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

Original Complainant and Cross Defendant Mallaya
Cause and that the doth also know the Original Defendant and Cross Complt
Govinda Ramaiah Bookey Dass Govinda Rooy and that
he shall also know such Books Papers and Accounts as
shall be produced to him during the Course of this
Interrogatory

5th To the 5th Interrogatory this Deponent saith that he doth
Write and Understand in the Country Language and
can Read and Examine Accounts but that he
was not present when Dewan Venkatasubbiah
& Munshi Gopal Ray Sanctioned the Loan
& made out the Bond by Catharine Cummins the Mortgagor
named therein and long ago since the Cancelation of the
aforesaid Bond he does not recollect Signing it as a Witness
or Subscribing thereto as such and that any further Deponent
Says he cannot depose to this Interrogatory as he was
not present when the same was executed as above
& Signed many Persons for him and Deponent Says he
knows nothing further to this Interrogatory

Mark Thomas

Between Hunterian Millie of Madras Merchant
Administrator to the Estate and Effects of Cannon
Cannon Durand in the Light of his Wife Azziza
Original Complainant and Cross Defendant
and Govinda Ramaiah Bookey Dass
Govinda Roy of Madras Merchant
Administrator to the Estate and Effects of
Amiet Aga Razar late of Madras Merchant
Deceased Original Defendant and Cross
Complainant

On the Part of the Original Defendant and Cross Complt

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

Villayduim of Madras Cum Aged 30 Years and upwards being produced on the
part of the Original Defendant and Cross Complainant in the
Cause on the 1st Part of the Original Defendant and Cross Complainant in the
1st Day of February 1774 Sworn in Court to Mr Henry Du Pre Interpreter to the
Court to Interpret between the Original Complainant and Cross Defendant by Govinda Ramaiah Bookey Dass Govinda Roy
Govinda Roy and the Deponent and also between the said Deponent and
Govinda Ramaiah Bookey Dass and Examined Deponeth as follows viz.

1st To the 1st Interrogatory this Deponent saith that he does not know the
Original Complainant and Cross Defendant Govinda Ramaiah Bookey Dass
Cause No. 1 that he doth know the Original Defendant and Cross
Complainant Govinda Ramaiah Bookey Dass Govinda Roy in
this Cause and that he hath also known them 15 Years and more

2d to 7th

said Govinda Roy Interrogatory

1st

To the first Interrogatory this Deponent saith that he does not know the Original Complainant and Defendant Mortimer Pettichin this Cause but that he the Original Defendant and Complainant Govinda Ramalia Ambay Deponent knows in this Cause and that he hath been known these thirty Years and more without any Interrogatory

To the Eighth Interrogatory this Deponent saith that about Eight Years ago Deceased in the Pleadings in this Cause named Dionysius Lefebure Mortgage to Lend and Pay by Manar Chitty the Moneys in Pagoda in this Cause that the said Lend and Pay by Manar Chitty did make Application to the Late Deceased in the Pleadings in this Cause named Dionysius Lefebure and give him the Money for the Mortgage of the said House the Late

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

Govindaruddy Pillay Muthoo Pillay of Madras Merchant Aged 60 years or thereabouts being Produced as a Witness on the part of the Original Defendant and Cross Complainant this 11th Day of February 1771 Sworn and Declared to by Mr Henry Pulley who is Attorney for the Original Complainant and Cross Defendant by Consent and by virtue of the 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 does not know the Original Complainant and Cross Defendant Mortimer Pettichin this Cause but that he the Original Defendant and Cross Complainant Govinda Ramalia Ambay Deponent knows this Cause and that he hath been known these thirty Years and more without any Interrogatory

To the Eighth Interrogatory this Deponent saith that about Eight Years ago Deceased in the Pleadings in this Cause named Dionysius Lefebure Mortgage to Lend and Pay by Manar Chitty the Moneys in Pagoda in this Cause that the said Lend and Pay by Manar Chitty did make Application to the Late Deceased in the Pleadings in this Cause named Dionysius Lefebure and give him the Money for the Mortgage of the said House the Late

and Govinda Razu alias Annboy Dass Govinda
Row of Madras Merchant Administrator to
the Estate and Effects of Ruvid Aga Nazar
late of Madras Merchant Deceased Original
Defendant and Cross Complainant
Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Complainant

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

Mr. Charles Goolamino of Madras Merchant Aged 38 years being Produced as a Witness
in this Cause On the Part of the Original Defendant and Cross Complainant on the
1st Day of February 1771 & Sworn in the Common Form to Mr. Henry Dundas his Attorney for the
Original Complainant and Cross Defendant by Gundapah Servant who also
Shewed Notes of the Name Title and Place of abode of the said Deponent and
Sworn & recalled Same Day being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent doth say that He doth know the
Original Complainant in the Cross Defendant Mariamey Pillay in this
Cause and that He hath known him Twelve or Thirteen years and that
he doth also know the Original Defendant and Cross Complainant Govinda
Row alias Annboy Dass Govind the Executor and that He hath
so known him four or five Years And to this Interrogatory

To the Ninth Interrogatory this Deponent doth say that He was present when
when the Testator or testator Ruvid Aga Nazar Deceased
Sign and Seal'd or executed the Mortgage Instrument or Paper Writing
now produced and shown to him & that the Time of the Examination marked

Cellamba Chitty in[illegible] Deponent that that
in Dispute was Mortgaged to him and that of the Deponent
[illegible] for the Sum of Eight
Hundred Pagodas in Shroffs hands and [illegible]
Deponent spoke to Mr Ariel Aga Nazar and he
informed that he would Depart from the Town and
repay it to the said and that this Deponent
Made Answer he would Detain it from the said Mr Ariel Aga
[illegible] some time to know whether he would
Agree and Consent to this Deponent
[illegible] Mr Ariel Aga Nazar would not consent to Determine
[illegible] Nazar Now the Said Mr Ariel Aga Nazar
this Deponent and the Shroffs of the Town
[illegible] Pagodas which the said Mr Ariel Aga Nazar
Deponent immediately [illegible]
[illegible] Shroffs Desired that they
[illegible] Deponent Shroffs
[illegible] the time the said Mr Ariel Aga Nazar

Possession of the Key of the said House having remained in Aga Nazars hands
Therefore sent Word to a Woman Broker whom by name this Deponent forgets
that lived with the said Mr Ariel Aga Nazar in the Character of a
Mistress and Requested that Mr Ariel Aga Nazar had Sold him
the said House and Ground that he had not as yet paid the Money but
that he was willing to do it done Speedily and Accordingly this Deponent kept
the Key for some time and Thinking that it would have more weight
with the said Woman took the Liberty of Paying that she had Purchased
the said House for Mr Reynold Adams but to be sent this Deponent
Word that the said House was to be Confirmed and not Mr Ariel Aga
Nazar and Therefore Requested this Deponent to and Relinquish all
pretensions to the said House Accordingly did - and no more to Say

Interrogatory

Witness Examd

Pennell

Mayors Court

Madras Fort St George

Tuesday the 8th Day of October

Anno Domini 1771

Present

George Savage Esquire Mayor

Thomas Bowrey James Hodges

John Roulton Aldermen

Peter Motteux Sheriff of Madras

Merchant Bonded Creditor to the Estate and Effects

of

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John Evans Esqr Deputy Governor
Govinder Ramchundr Merchant Defendants

This Cause coming on this day to be heard and debated
in the Presence of the Attorneys of the Attorneys on both sides
Original Complainants Bill and Cross Complainants Bill whereto
Defendants and Cross Defendants Answer Plea Replication
Rejoinder Interrogatories and Depositions on the part of the Original
and Cross Defendants Exhibits Interrogatories and Depositions
on the part of Original Defendants Exhibits and Commission
Marshalls Letter A Certificate Marked Letter
B and Letter C and Bill of Sale Annexed to the
Pleadings mentioned to be Read by the Attornies and Due debate
had thereon This Court doth Think fit to Order and De-
cree and doth accordingly Order and Decree that the Original
Defendants do deliver up to the Original Complainants the Bonds
Estate and Effects of Lewis Ozanne Deceased the Original
Defendants Share of Jacob Ozanne Junr Deceased
in the Pleadings mentioned to be Sold and Disposed of
as this Court shall Direct and Further Ordered and Decreed that the Cross
Bill be Dismissed with Costs

J Ellis

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Fiat 26th Sept 1771

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Christopher Brickhouse one of English Inhabitants
at Vepanry that Veranum of Madras Brass Smith and Chamboliugam of
Madras Inhabitant Are indebted unto your Orator in the full and just
Sum of Two hundred Pagodas Current Money of Madras Making in Sterling
Money of Great Britain at the Rate of Eight Shillings for every Pagoda
the Sum of Eighty Pounds or thereabouts as in Sterling for which a Bond given and
granted unto your Orator by the said Veranum and Chamboliugam on
the Thirteenth day of March which was in or about the Year One
thousand Seven hundred and Seventy three whereby the
said Veranum and Chamboliugam do Acknowledge to have borrowed
and Received the aforesaid Sum of Two hundred Pagodas from your Orator
payable on the Thirtieth day of September with Interest at the Rate of
Nine per Cent Per Annum and for the better Security of the Payment
thereof the said Veranum of the Obligors as by the said Bond doth more
fully and at Large appear Whereby they have Mortgaged
Certain Ground Situate in Peddanaick Pettah to Your Orator
Seven Pagodas Shutas by the said Bond therein mentioned may
more fully appear and which by your Orator Prayed may be admitted as part
of this his Bill of Complaint And your Orator further begs leave to
Set forth that the said Veranum of the Obligors afore said did on the
Third day of August in this present Year of Our Lord give unto your
Orator

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Orator aforesaid the Obligation or agreement to pay the aforesaid
hundred Pagodas with Interest thereon before the Honorable
Copy of the Translation whereof for more certainty
Honble Court and craves Liberty to refer to the
bill of Complaint and your Orator further shows that the
said Venkatasubbiah well knowing the premises
hundred Pagodas together with Interest from the aforesaid
Chambelingam —

Without this that there is any thing of Value that Honble Court
and Chambelingam Christian Ly or Usually before
pray your Orator may have the Benefit of his aforesaid
Orator shall answer all and singular the premises
Well shall and Chambelingam may please to
Oath and further direct and order as to Your
the Matters and things herein contained
Effectually and voluntarily
pretended Interest in or to the premises
unto your Orator the aforesaid sum of Two hundred
Interest and Costs of Suit

592

Orator aforesaid the Obligation or agreement to pay the aforesaid
hundred Pagodas with Interest thereon before the Honorable
Copy of the Translation whereof for more certainty
Honble Court and craves Liberty to refer to the
bill of Complaint and your Orator further shows that the
said Venkatasubbiah well knowing the premises
hundred Pagodas together with Interest from the aforesaid
Chambelingam —

Without this that there is any thing of Value that Honble Court
and Chambelingam Christian Ly or Usually before
pray your Orator may have the Benefit of his aforesaid
Orator shall answer all and singular the premises
Well shall and Chambelingam may please to
Oath and further direct and order as to Your
the Matters and things herein contained
Effectually and voluntarily
pretended Interest in or to the premises
unto your Orator the aforesaid sum of Two hundred
Interest and Costs of Suit

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before this Honble Court at the Certain time and place to be by this Honble
Court therefor 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

Hy Dis Pury

Atty for the Complt

13th March 1773

We Brahmin Venkatasubbiah and Perry Streete Chambelingam of Madras do
hereby jointly Acknowledge to have Borrowed and Received from my Honest
Friend from Rev English Missionary the Reverend Mr Breithaupt
Pagodas 200 Current
Money of Madras for which I have mortgaged my House and the Bill
of Sale thereof situated in Cuddamalicka Pettah in Gyamboram Town
Pagoda Street on the East Side between the House of Coombella Buncapeen
and Nella Moodeen which I promise to pay at the Rate of Nine per Cent
per Annum on the thirteenth Day of September and in case of Non Payment
the said House is to be sold for the Payment of the Principal Debt and Interest
which Obligation I have granted Voluntarily drawn by Comia
Chetcumbellum —

Witness Arrogen
Canabapah

Ligned Chambelingam
Venkatasubbiah

Lucido to be a true Translation from the Original by Gospel Seconn Interpreter

Hy Dis Pury

Atty Complt

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3d of August 1771

I Bryan Smith do as Executor in Behalf of Mr Andrew Bell late of Madras deceased to the English Missionary the Reverend Mr Brickenhausen some time before Mr Bell engaged that Bill of Exchange drawn by Lewis Pallegatti on Mr Bell for Seventy three Pagodas & Three Fanams dated the Twenty second Day of June last should be duly honored & paid & I do promise to pay the same over & above Interest & together with such Interest as shall be due for the Principal and Interest which I do Oblige myself my Heirs Executors & Administrators Voluntarily.

Signed
Bryan Smith

Witness Augustus Friderick Ladbrooke Translator from the Portuguese
Augustus Friderick Ladbrooke
Mayors Court
Madras 3d August 1771
Before us
George Stratton
Reynold Adams
John Ruston

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The Inhabitants of Madras Bryan Smith and Chumbelingum of the same place Inhabitants

Defendants

The Defendants Vernaum 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 Two Hundred Pagodas Pag.a 200 — together with Interest and Costs of Suit

Vernaum

Thos Hastings Aug.t 1771

To the Worshipful the Mayors Court at Madras Choultry

Humbly Complaining Shewith unto this Worshipful Court Your Orator Dellawar Pallegatti of Madras Merchant by Birth a Malabar Native Christian of Tuticorin in the Kingdom of Madura Inhabitant by his Attorney in the Affairs of the same place Inhabitant that Company of Madras aforesaid Inhabitants Standing indebted unto your Orator in the Just Sum of Seventy three Pagodas & Three Fanams Current Money of Madras for Principal & Interest due thereon as by Bill of Exchange drawn by the said Company on Mr Andrew Bell late of Madras aforesaid deceased bearing Date the Twenty second Day of June last Payable to your Orator or Order Sixty Days after Sight thereof for the Value received of your Orator as by the said Bill of Exchange Ready to be produced in this Honorable Court may more fully appear which said Bill of Exchange your Orator hath Endorsed over to Mr Bryan Smith of Madras aforesaid Inhabitant who hath Endorsed the same over to Mr Augustus Friderick Ladbrooke of Madras aforesaid Inhabitant and the said Bill of Exchange was duly Honored & Paid by the said Company of Madras aforesaid Inhabitants but the said Company of Madras aforesaid Inhabitants refuse to pay your Orator the Principal & Interest due thereon although often thereunto Requested

To the End therefore that the said Company of Madras aforesaid Inhabitants may be Compelled to pay your Orator the Principal & Interest due thereon as aforesaid and also all Costs of this Suit

May it please your Worships to Grant unto your Orator His Majesty's Most Gracious Writ of Subpoena to be directed to the said Company of Madras aforesaid Inhabitants thereby Commanding them and every of them at a certain Day and under a certain Penalty therein to be limited personally to be and appear before this Honorable Court then and there to Answer the Premises and to stand to perform and abide such Order and Decree therein as to this Honorable Court shall seem meet and your Orator shall ever Pray &c

Signed
Thos Hastings
Proctor for the Complainant

Madam Making your Petitioner Bond for the Payment of Seven Hundred
& eight Shillings & seven Pagodas the Sum of Seven Hundred
and seventeen Shillings & seven Pagodas being the Bond
and Security for and upon Bond given and granted
bearing date the third day of August which was in the Year
One Thousand Seven hundred and forty three by the
said Husband & Defendant Gungaloo by Singana Chitty
Conceal'd & by reference and reckoned by the said Singana
and Conceal'd by & Defendant jointly and Separately for
the said Defendant Gungaloo for the Singana's
said Bond for principal Debt Interest & Charges
Translation of the said Bond amounts as appears
of this Honble Court and exhibited by your Orator to be
admitted as part of this Your Bill of Complaint
Orator further Shewth unto that Share of the
Ramen Chundra and Conceal'd by & Defendant
Signing and Delivering of the said Bond
the Singana as aforesaid Obligee there
frequently gave the Orator & the said Husband
and Defendant Gungaloo the Sum of
Twenty Pagodas

Pagodas on the Second day of this Month of August
the said Singana did promise to pay your Orator the aforesaid Sum
in the Presence of Nanoo Sprang and one Gungaloo a Dubash —
But now so it is May it please this Honble Court
the said Singana 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 as
also this Honble Court shall appear agreeable to Equity and
Good Conscience To the End therefore that the said Singana
may upon his Corporal Oath full true Direct and perfect Answer
make to all and Singular the Matters and Things aforesaid before
set forth and alledged as fully freely 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 Sixty four Pagodas and Twenty Six Fanams together
with all Such Interest as aforesaid shall thereupon be due
Humbly also all Costs of this Suit
May it please this Honble Court to cause the said
Singana to be Summoned and Required by the Sheriff of Fort St George
Tenure & Madrass Patnam and the Districts thereof Personally to be
and Appear before this Honble Court at a Certain Time and Place
to

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to be by this Honble Board so prefixed and appointed there and then
Answer the Injunction Orders Bill of Complaint and further
to be dealt in by said Order and Decree this cause as to this
Court shall seem Meet

Fitz Du Pre

Atty for the Compt

Madras 23 August 1773

We Singanna Chundrasekhara and Venkata Seshagiry of
Tillicherry do hereby Acknowledge to have Borrowed and
and to pay Ouranies from Ted by Gungadas Shroff of
Cuncalapady the full and just Sum of 19 Pags 4 Chuns Three qrs of
Pagoda Current Lawful money of
Hindostan Dancan by Exchange Wt
Witness
Thos by Chundrasekhara
Company Signing
A true Translation as the same is from the Original Malabar
by Gopaul Soonna Interpreter

Fitz Du Pre

Atty for Compt

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To all to whom these presents shall Come Greeting Whereas
Singanna Chundrasekhara and Venkata Seshagiry of Madras Inhabitants and
Joynt Bond or Obligation bearing date the Twenty third day of August
in the Year of Our Lord one thousand seven hundred and Forty three
jointly and Severally become bound unto Ted by Gungadas in the
Sum of Nineteen Pagodas Current to be paid on Demand with
Interest at the Rate of eight p Cent as by the said Bond and Condition
thereby may appear and whereas two of the said Obligors Namely
Chundrasekhara and Venkata Seshagiry are desirous that the Signing and
delivering of the said Bond without discharging the same and
whereas the said Ted by Gungadas is also deceased and Dellamah
his Widow by the Malabar Law is become Entitled to the said Estate and
the said Singanna the surviving Obligor in the said Bond Now Know ye
presents by these presents do pay and discharge the aforesaid
Said unto the said Dellamah Widow of the said Ted by Gungadas and
Intended by these presents to Witness that the Obligor this Matter of Dispute
with the Consent of Plaintiff Signing and Ted by Gungadas Debate Now
Know ye Shall the said Dellamah for Value in Consideration
to her in hand paid before the Signing and Delivery of these
Presents by Isaac Mathias of Madras Inhabitant the
Receipt whereof she the said Dellamah doth hereby Acknowledge
the said Dellamah doth by these presents and Discharge
Heirs

Heed soever to do the Assignment or Power made to the said Isaac Walkins his Executors and Administrators and Assigns to Ask Require demand and Receive of and from the said Executors and Administrators of the said Isaac Walkins his Executors and Administrators the said Bond and Every Sum and Sums of Money thereby Secured or Mentioned to be Secured and upon Receipt thereof to Deliver up the said Bond and give sufficient Release and Discharge for the same and for the Non Payment thereof to Sue for and Recover the same by Law and in case of Refusal or Neglect to Compound and Agree for the same and upon such Compounding and Agreement to Release and Discharge the same as aforesaid and Generally to Act Do and Perform all and Every other Lawful Act Deed Matter and Thing Touching the Premises as fully and Effectually to all Intents and Purposes as the said Dellamah might or could do if Personally Present Ratifying and Confirming whatsoever our said Attorneys or either of them shall Lawfully do or Cause to be done in the Premises by Virtue of these Presents In Witness whereof the said Dellamah hath hereunto set his Hand and Seal Dated at Madras this Twenty Sixth Day of August in the Year of our Lord One Thousand Seven Hundred and Seventy Seven

Signed Sealed and Delivered
in the Presence of
Mayor Cazenove
Madras Shahmaun

Dellamah [L.S.]

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 Warrant and Allow of all Lawful Proceedings for Recovery thereof to be had against the said Isaac Walkins Saving the said Dellamah harmless of and from any Costs that may happen to or thereby

In Witness whereof the said Dellamah have hereunto set their Hands and Seals Dated at Madras this Twenty Sixth Day of August in the Year of our Lord One Thousand Seven Hundred and Seventy Seven

Dellamah [L.S.]

Signed Sealed and Delivered
in the Presence of
Mayor Cazenove
Madras Shahmaun

Thursday the 31st Day of October
Anno Domini 1771

Present
George Lavage Esquire Mayor
George Baker
Reynold Adams
John Runton
Aldermen

Between Dellamah of Madras Widow and Relict by the Moslem Law and Executrix of Isaac Walkins late of Madras Inhabitant by her Attorney Isaac Walkins of Madras Inhabitant and Executor and Attorney of the said Isaac Walkins late of Madras Inhabitant Deceased

Defendant

It Appearing by the Records of
this Court that the Defendant Hath been Duly Served with Process
to Answer the Complainants Bill Exhibited against Him
Desiring to be Heard Touching the Matters Therein Charged
Decree and doth Accordingly Order and Decree that He
shall Pay unto the Complainant the Sum of Two Hundred and Forty
Four Pagodas and Twenty Six Fanams Pag 244.26
with all Costs Charges and Expences as shall Hereafter
be Taxed Thereon in Case Full Payment is not made Thereof
this Day

Pagr

Dated the 8th March 1774

To the Right Honble the Mayor &c
Aldermen &c

Britannia Charles Boardman of Madras
Merchant Humbly Sheweth
That Whereas your Petitioner
The Humble Petition of
Thomas Lee

Humbly Sheweth That your Petitioner
Complainant by Petition Dated the
Day of
Exhibited against
Defendant
Thereby Setting forth
Which Petition was Referred to
Report
Which Report was Confirmed
Defendant
Thereby Ordered
Which Order was Duly Served
Defendant
Hath Not Complied with the Said Order
Your Petitioner Therefore Humbly Prays
Defendant
Pay unto your Petitioner the Said Sum of
Pagodas and Costs
Your Petitioner Shall Ever Pray &c

North to South aforesaid Thirty Three Feet which said Ground was given or Granted
to him by the Honble the English East India Company by the Name of Ninapah
Deceased Hath Built a Good House or Habitation Thereon and Having minded
in order to Prevent Disputes to Leave a Clear Title or Another Instrument
the said Ground and House to his Property by the said Ninapah
did Accordingly Procure a Regular Absolute Conveyance Confirming this
Title to the said Premises Bearing Date the Fourteenth Day of November in
the Year of Our Lord One Thousand Seven Hundred and Forty Seven and the Year of
the said Ninapahs Protection Twenty Seven Years One Month and Seven
Hundred and Thirty Eight the said Premises together with all this Effects
Died Intestate Your Petitioners said Husband as the Seventeenth Day of
of November the said Ninapah — That on or about the Month of September
which was in the Year One Thousand Seven Hundred and Seventy Your
Petitioners said Husband departed this Life Intestate without making
a Will Leaving behind him Three Sons the before named Nallatomby and
Pirah Pennel and Two Daughters your Petitioner as the
Widow and next of Kin Became by Law Entitled to the Administration
of all and Singular the Goods Chattels and Credits of your Petitioners
said Husband and which was Accordingly Granted to your Petitioner
by this Honble Court

That your Petitioner further Sheweth unto this Honble Court
that the Said Nallatomby
who being in Debt unto the Company and Others
Deceased Hath Left Effects
Sum of One Thousand Seven Hundred and Sixty Four Pagodas as the
said Nallatomby Died on the Tenth Day of September which was in the
Year

To the Right Honble the Mayor &c
Aldermen &c

Britannia Charles Boardman of Madras
Merchant Humbly Sheweth
That Whereas your Petitioner
The Humble Petition of
Thomas Lee

Humbly Sheweth That your Petitioner
Complainant by Petition Dated the
Day of
Exhibited against
Defendant
Thereby Setting forth
Which Petition was Referred to
Report
Which Report was Confirmed
Defendant
Thereby Ordered
Which Order was Duly Served
Defendant
Hath Not Complied with the Said Order
Your Petitioner Therefore Humbly Prays
Defendant
Pay unto your Petitioner the Said Sum of
Pagodas and Costs
Your Petitioner Shall Ever Pray &c

Year of our Lord one Thousand Seven Hundred and Seventy
and Grant unto the said Charles Bromley a Bond or Writing
in the Malabar Language of the said Seven Score and Seven
Hundred and Sixty four Pagodas and Obligating the Real
Ground and Premises in the said Title Deed or Bond mentioned
Property did Absolutely Convey the said Real or Bond
Pledge with the said Charles Bromley whereon the
day of January in the Year of our Lord One Thousand
Hundred and Seventy four Established Writ of Attachment
Court against the said Nellatomby for the said Seven Score
Hundred and Sixty four Pagodas and upon which
of the said Month of January Attended Bailiff
the said Nellatomby not having Satisfied the said Bond
pleased more about the Sixteenth of February following
of Countenance with the Estate the said Nellatomby
the Sheriff Deputed and Sworn Appraisers
to the Estate of your Petitioner late Husband

Your Petitioner humbly Complained
of this Honble Court in the Aforegoing Premises Prays
Salus Honoris Judgment and Commissary be Superseded
Title Deeds Charles Bromley Writ Petition
with Charges to be Allowed upon your Petitioner
Charges Damages and Expences Sustained by Reason
and likewise may be Relieved upon Petitioner
in Duty Bound

State Cum Pray

Castle Nellatomby
Tuesday 28th March 1774

Between Charles Bromley Complainant
And Nellatomby Defendant

The Answer of Charles Bromley of Fort Saint George
Merchant Complainant to the Petition of Nellatomby
the Widow and Administratrix of Varadachy
Mudliar —

The Respondent Answering Says that the Said Defendant Nella
Tomby Stands indebted unto him in the Sum of One Thousand Seven Hundred and
Sixty four Pagodas as per the Bond or Obligation bearing date the Tenth day
of September in the Year of our Lord One Thousand Seven Hundred and
Seventy three as a Security for the Payment Thereof the said Defendant
did Mortgage unto the Respondent the House in Question and a large House
and Ground which She had purchased and Respondent further says that
Thereupon the Respondent made the Respondent further says that
he has been informed that the said Nellatomby the Elder and
Varadachy Mudliar to whom the Petitioner has Administered
and That being the Eldest Son and Heir did Dispossess him of the
House and Ground in Question and about Seventeen Years ago the
Mortgaged the Title Deeds thereof to Vydanadah Mudliar and afterwards
took up the same and Mortgaged it again to Vydanadah Mudliar
for a Considerable Sum of Money which Mortgage was about Seven years
in this the said Vydanadah Mudliar Dispossessed the Respondent of the
Says that Standing a Considerable Sum indebted to the said Vydanadah Mudliar
he did Absolutely sell the said Mortgage to the said
Vydanadah Mudliar who Accordingly Sometime after Transferred and
Over the said Title Deeds in Question to the Executors of the said Nellatomby
unto

unto the said Respondent The Respondent saith that the
Bill of Complaint against the said Millatomby is not
Answered by the Petitioner according to the
Warrant of Execution was granted against the Body of
Millatomby and the Sheriff by virtue thereof arrested
Question and after Argument Rules given according to
this Honble Court by Sealing the foremines thereunto
Publick Custody for the sum of five hundred and twenty
the Original Bill of Sale and Receipt from the Sheriff
up to the Pendency the Respondent saith that
returned the Warrant of Execution and Warrant of
paid against the said Millatomby for
remainder of his Debt due to the said Respondent
further saith that the Petitioner in the Letters of the
time before the filing of the Petition of the said Millatomby
That the Servants of the Petitioner can have no
that there is such of the Sums of the Sheriff to deliver
the Foreminance not in his Possession or the Power
Use of the Respondent further says that the Petitioner
that the Petitioner ought not in Equity
Questions but on the contrary that the said Millatomby
Absconds and Absents himself from
said Petition in the Petitioner
of this Court

Seventeen Years for the Subsistance of the Petitioner and the Family and as the
family are now grown up and able to take care of themselves and the said
Millatomby by labouring under misfortune and unable to Satisfy the
incumbrances on the said Estate he finds it impossible to continue his
further care of the said Family was therefore Obliged to withdraw himself
to Attend to the care of his own family which Occasions the Petitioner to
Investigations of them to Apply to this Honble Court for a Sequestered
Writ as Administratrix to her said Husband Letters of Administration
being granted only the Latter End of February last or the beginning of this
instant March the Respondent further says he believes that
the said Petitioner Petitioned the said Millatomby and the said Petitioned
Died as aforesaid in the Month of the Respondent that the Answer was
given up by the Respondent in the Month of
had been Twenty years Married that the Respondent further says that he
married Petitioner long the Month of Kindred to the
Administratrix Husband Estate by the said Millatomby the
Petitioner that the Respondent Denies all Unlawful
Intercourse with the said Millatomby the
Petitioner that the Respondent Denies all
Petitioner that the Respondent further says that he believes the Petitioner
has been ill Advised in the Proceedings the Respondent
Swearing that Petitioner in his Bill of Complaint

and

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said Mary prays that the Petitioners of the said Nabob Begum
with Costs.

Chas. Brandley
Atty. Regr.

Interrogatories to be Administered to
William Evans aged about
in behalf of the Petitioners
Mayors Court at Madras between
William Hamilton Widow and Administratrix
Elizabeth Deceased is Petitioners
of Fort St. George Merchant
Captain Cameron the said Executor
Charles Brandley Complainant
of Madras Carriage Maker Defendant
on behalf of the Petitioners

To Mr. [illegible] Merchant
Mr. Edwards
Assembly Coachmaker
Mr. [illegible]

You are hereby commanded that you or either of you do
personally be and appear before
Mayors Court at Madras on the
day of next by Ten of the Clock in the Forenoon
of the same day then and there to testify the Truth
according to your Knowledge touching the Matters in Question
in this Cause on the part and behalf of the Petitioners
and that you do not depart the Court without Leave
and for so doing this shall be your Warrant
Dated at Madras the day of

To Wit

1. Did you or either of you know Joseph Dare
late of Madras Merchant deceased the Husband of
Elizabeth Hamilton Widow and Administratrix of the
said Deceased in the Petition named and did you or either
of you see the said Joseph Dare sign and execute
the Writing Obligatory bearing Date the
day of and now produced to you
and shewn unto you marked with the Letter A
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter B
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter C
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter D
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter E
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter F
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter G
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter H
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter I
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter K
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter L
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter M
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter N
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter O
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter P
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter Q
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter R
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter S
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter T
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter U
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter V
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter W
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter X
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter Y
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter Z
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter AA
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter BB
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter CC
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter DD
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter EE
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter FF
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter GG
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter HH
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter II
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter KK
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter LL
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter MM
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter NN
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter OO
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter PP
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter QQ
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter RR
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter SS
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter TT
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter UU
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter VV
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter WW
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter XX
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter YY
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter ZZ
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter AAA
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter BBB
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter CCC
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter DDD
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter EEE
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter FFF
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter GGG
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter HHH
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter III
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter KKK
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter LLL
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter MMM
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter NNN
and did you or either of you see the said Joseph Dare
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the day of and now produced to you
and shewn unto you marked with the Letter OOO
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and shewn unto you marked with the Letter PPP
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and shewn unto you marked with the Letter QQQ
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and shewn unto you marked with the Letter RRR
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the day of and now produced to you
and shewn unto you marked with the Letter SSS
and did you or either of you see the said Joseph Dare
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the day of and now produced to you
and shewn unto you marked with the Letter TTT
and did you or either of you see the said Joseph Dare
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the day of and now produced to you
and shewn unto you marked with the Letter UUU
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter VVV
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter WWW
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter XXX
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter YYY
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter ZZZ
and did you or either of you see the said Joseph Dare
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the day of and now produced to you
and shewn unto you marked with the Letter AAAA
and did you or either of you see the said Joseph Dare
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and shewn unto you marked with the Letter BBBB
and did you or either of you see the said Joseph Dare
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and shewn unto you marked with the Letter CCCC
and did you or either of you see the said Joseph Dare
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the day of and now produced to you
and shewn unto you marked with the Letter DDDD
and did you or either of you see the said Joseph Dare
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the day of and now produced to you
and shewn unto you marked with the Letter EEEE
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter FFFF
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and did you or either of you see the said Joseph Dare
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and shewn unto you marked with the Letter IIII
and did you or either of you see the said Joseph Dare
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and shewn unto you marked with the Letter KKKK
and did you or either of you see the said Joseph Dare
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and shewn unto you marked with the Letter LLLL
and did you or either of you see the said Joseph Dare
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and shewn unto you marked with the Letter MMMM
and did you or either of you see the said Joseph Dare
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the day of and now produced to you
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and did you or either of you see the said Joseph Dare
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and shewn unto you marked with the Letter MMMMMM
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and shewn unto you marked with the Letter RRRRRRRR
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and shewn unto you marked with the Letter SSSSSSSS
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter TTTTTTTT
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter UUUUUUUU
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter VVVVVVVV
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter WWWWWWWW
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter XXXXXXXX
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter YYYYYYYY
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter ZZZZZZZZ
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter AAAAAAAAA
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter BBBBBBBBB
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter CCCCCCCCC
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter DDDDDDDDD
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter EEEEEEEEE
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter FFFFFFFFF
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter GGGGGGGGG
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter HHHHHHHHH
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter IIIIIIIII
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter KKKKKKKKK
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter LLLLLLLLL
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter MMMMMMMMM
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter NNNNNNNNN
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter OOOOOOOOO
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter PPPPPPPPP
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter QQQQQQQQQ
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter RRRRRRRRR
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter SSSSSSSSS
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter TTTTTTTTT
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter UUUUUUUUU
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter VVVVVVVVV
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter WWWWWWWWW
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter XXXXXXXXX
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter YYYYYYYYY
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter ZZZZZZZZZ
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter AAAAAAAAAA
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter BBBBBBBBBB
and did you or either of you see the said Joseph Dare
sign and execute the Writing Obligatory bearing Date
the day of and now produced to you
and shewn unto you marked with the Letter CCCCCCCCC

Macon Cundapah Moodaliar of Madras Coniongly Aged Byears about
being Produced as a Witness in this Cause on the Part of the Petitioners was on the
day of May 1774 Sworn in Court & the Office of Mr Charles Bromley who is Attorney for
Respondent by Cundapah Chitty Interpreter & Affirms as Notary of the Court &
Place of abode of the said Deponent & after mature Deliberation
Sworn and Examined Deposeth as follows viz

1st ..... To the first Interrogatory this Deponent saith that he doth know
the Petitioners in this Cause and that he hath known the Petitioner
a Year about that he doth not know Charles Bromley the Respondent
this Cause But that he doth know Nellatomby the Defendant
Cause and that he hath known him Forty years or more
more or less to this Interrogatory

2d ..... To the second Interrogatory this Deponent saith that he doth know
Lucas the late Husband of the said Petitioner and that he
him Twenty Years before Deponent and that the said Deponent
about Twenty Years ago as this Deponent has been told & believes
and that the Moors depending in Dispute in the Office
over & against and at the Suit of the said Respondent against
to be the Property of the said Deceased as this Deponent believes
said Deceased and this Deponent standing in the Service
Deceased and that he was by the said Deceased's Last Will
also Executor of the said Deceased & has sold and disposed
the Goods by reason of the Debts owing by the said Deceased
this not known the Names of the Daughter and that for about
after the Decease of the said Deceased the said Petitioner
in the said Deceased's House & since that the Defendant
has lived with

this Deponent doth not know in what manner the Estate of the said
Deceased hath been Managed or disposed of since the Death of
said Petitioner to the Time of the Interrogatory

Note Cannot

Mayor Court as
Madrashatnam

Between Nellatomby Widow Executrix of the
Administration of Cundapah Moodaliar Deceased
Petitioner and Charles Bromley of Fort St George
Merchant Respondent in a Cross Cause
in the said Court wherein the said Charles
Bromley Complainant and Nellatomby
Widow Executrix of the Defendant
to the said Cause of the Petitioner

Deposition of Witnesses taken in the Cause by me & before the

Examiner in this Court as follows viz

Pycramboy Cundapah Moodaliar of Madras Merchant aged 60 Years about
being Produced as a Witness in the Cause of the Petitioner on the 5th day of
May 1774 Sworn in Court at the Office of Mr Charles Bromley who is Attorney for the
Respondent by Cundapah Chitty Interpreter & Affirms as Notary of the Court & the
Place of abode of the said Deponent & after mature Deliberation
being Sworn and Examined Deposeth as follows viz

1st ..... To the first Interrogatory this Deponent saith that he doth know the Petitioner
the Petitioner in this Cause and that he hath known her Forty years
that he doth not know Charles Bromley the Respondent in this Cause and
first that he doth know Nellatomby the Defendant in this Cause and
that he doth not know any thing more or to the Purpose to
said Interrogatory

2d ..... To the second Interrogatory this Deponent saith that he doth know Cundapah
Deceased

demnid and taken by the Malabar in as full form and Effect as
Writing hereto made Specifically set forth and Declar-

Ditto ... 8th Do you know or do you not know of any other Ship
or Things or have you heard or can you ask for any Goods of
the Custom and Usage of the Malabar in the Port aforesaid
or at sea that may tend to the Benefit or Advantage of the Owners
If yea Declare the same as you know have been or shall
believe together with the Reasons and Grounds of your Knowledge
and Belief as fully as if you had been thereunto Specially
Interrogated —

Chas Bromley
Deputy Register

Mayors Court at
Madras the 21st

Between Nathaniel Elton
Bromley Respondent
in the said Court above named
Bromley & Robt George Mackett
Complainants Attorney
Comisply Duly Sworn
On this 21st day of November

Depositions of Witnesses taken on the Part
the Complainants touching the Articles following

Article 1st Whether Charles Bromley of Madras Merchant Aged 38 Years
the Defendant in the Cause and the Deponent the Owners
or some of them of the Ship Malabar Burthen about 300 Tons
or thereabouts Mounted with 14 Guns Navigated with 40 Men
more or less Whereof Thomas Dowse was Master
Mariners and Now Riding at Anchor in the Road of Madras
Aforesaid

Note of the Names Titles and Places of Abode of the Deponent and
of those from whom the same Deposition was taken as follows viz.

1st ... To the first Interrogatory this Deponent doth say that he doth
know Nathaniel Elton the Petitioner in this Cause but doth not
know Charles Bromley the Respondent in this Cause and that
he hath not known him Two years or thereabouts and more saith
not to this Interrogatory

2d ... To the Second Interrogatory this Deponent doth say that he doth
know that it is Customary at the Settlements of any Persons of the
Malabar Cast for the Land and Money of the Deceased to be
Disposed of by the Head Man and Elders of the Cast to which
the Deceased belonged and that this Deponent hath been present
at the Disposal of the Effects of several Persons of the Malabar
Cast and that he hath seen the Head Man and Elders of the
Cast to which the Deceased belonged Dispose of the Effects
of the Deceased in the Manner following that is to say
that the Head Man and Elders of the Cast to which the Deceased
belonged have taken Possession of the Effects of the Deceased
and have Disposed of the same in Manner following that is to say
that they have Distributed and Paid the Debts of the Deceased
and have Distributed the Residue of the Effects of the Deceased
among the Children of the Deceased and that this Deponent
hath seen the Head Man and Elders of the Cast to which the
Deceased belonged Distribute the Effects of the Deceased
among the Children of the Deceased in Manner following that
is to say that they have given to the Eldest Son of the Deceased
a Double Share and to the Rest of the Children of the Deceased
a Single Share each and that this Deponent hath been present
at the Distribution of the Effects of several Persons of the
Malabar Cast and that he hath seen the Head Man and Elders
of the Cast to which the Deceased belonged Distribute the Effects
of the Deceased among the Children of the Deceased in Manner
following that is to say that they have given to the Eldest Son
of the Deceased a Double Share and to the Rest of the Children
of the Deceased a Single Share each and that this Deponent
hath been present at the Distribution of the Effects of several
Persons of the Malabar Cast and that he hath seen the Head Man
and Elders of the Cast to which the Deceased belonged Distribute
the Effects of the Deceased among the Children of the Deceased
in Manner following that is to say that they have given to the
Eldest Son of the Deceased a Double Share and to the Rest of the
Children of the Deceased a Single Share each and that this
Deponent hath been present at the Distribution of the Effects
of several Persons of the Malabar Cast and that he hath seen
the Head Man and Elders of the Cast to which the Deceased
belonged Distribute the Effects of the Deceased among the
Children of the Deceased in Manner following that is to say
that they have given to the Eldest Son of the Deceased a

5th ... To the fifth Interrogatory this Defendant doth not know but believes it to be true

6th ... To the sixth Interrogatory this Defendant doth not know but believes it to be true

7th ... To the seventh Interrogatory this Defendant doth not know but believes it to be true

8th ... To the eighth Interrogatory this Defendant doth not know but believes it to be true

9th ... To the ninth Interrogatory this Defendant doth not know but believes it to be true

10th ... To the tenth Interrogatory this Defendant doth not know but believes it to be true

11th ... To the eleventh Interrogatory this Defendant doth not know but believes it to be true

12th ... To the twelfth Interrogatory this Defendant doth not know but believes it to be true

13th ... To the thirteenth Interrogatory this Defendant doth not know but believes it to be true

14th ... To the fourteenth Interrogatory this Defendant doth not know but believes it to be true

15th ... To the fifteenth Interrogatory this Defendant doth not know but believes it to be true

16th ... To the sixteenth Interrogatory this Defendant doth not know but believes it to be true

17th ... To the seventeenth Interrogatory this Defendant doth not know but believes it to be true

18th ... To the eighteenth Interrogatory this Defendant doth not know but believes it to be true

19th ... To the nineteenth Interrogatory this Defendant doth not know but believes it to be true

20th ... To the twentieth Interrogatory this Defendant doth not know but believes it to be true

21st ... To the twenty first Interrogatory this Defendant doth not know but believes it to be true

22nd ... To the twenty second Interrogatory this Defendant doth not know but believes it to be true

23rd ... To the twenty third Interrogatory this Defendant doth not know but believes it to be true

24th ... To the twenty fourth Interrogatory this Defendant doth not know but believes it to be true

25th ... To the twenty fifth Interrogatory this Defendant doth not know but believes it to be true

26th ... To the twenty sixth Interrogatory this Defendant doth not know but believes it to be true

27th ... To the twenty seventh Interrogatory this Defendant doth not know but believes it to be true

28th ... To the twenty eighth Interrogatory this Defendant doth not know but believes it to be true

29th ... To the twenty ninth Interrogatory this Defendant doth not know but believes it to be true

30th ... To the thirtieth Interrogatory this Defendant doth not know but believes it to be true

31st ... To the thirty first Interrogatory this Defendant doth not know but believes it to be true

32nd ... To the thirty second Interrogatory this Defendant doth not know but believes it to be true

33rd ... To the thirty third Interrogatory this Defendant doth not know but believes it to be true

34th ... To the thirty fourth Interrogatory this Defendant doth not know but believes it to be true

35th ... To the thirty fifth Interrogatory this Defendant doth not know but believes it to be true

36th ... To the thirty sixth Interrogatory this Defendant doth not know but believes it to be true

37th ... To the thirty seventh Interrogatory this Defendant doth not know but believes it to be true

38th ... To the thirty eighth Interrogatory this Defendant doth not know but believes it to be true

39th ... To the thirty ninth Interrogatory this Defendant doth not know but believes it to be true

40th ... To the fortieth Interrogatory this Defendant doth not know but believes it to be true

41st ... To the forty first Interrogatory this Defendant doth not know but believes it to be true

42nd ... To the forty second Interrogatory this Defendant doth not know but believes it to be true

43rd ... To the forty third Interrogatory this Defendant doth not know but believes it to be true

44th ... To the forty fourth Interrogatory this Defendant doth not know but believes it to be true

45th ... To the forty fifth Interrogatory this Defendant doth not know but believes it to be true

46th ... To the forty sixth Interrogatory this Defendant doth not know but believes it to be true

47th ... To the forty seventh Interrogatory this Defendant doth not know but believes it to be true

48th ... To the forty eighth Interrogatory this Defendant doth not know but believes it to be true

49th ... To the forty ninth Interrogatory this Defendant doth not know but believes it to be true

50th ... To the fiftieth Interrogatory this Defendant doth not know but believes it to be true

51st ... To the fifty first Interrogatory this Defendant doth not know but believes it to be true

52nd ... To the fifty second Interrogatory this Defendant doth not know but believes it to be true

53rd ... To the fifty third Interrogatory this Defendant doth not know but believes it to be true

54th ... To the fifty fourth Interrogatory this Defendant doth not know but believes it to be true

55th ... To the fifty fifth Interrogatory this Defendant doth not know but believes it to be true

56th ... To the fifty sixth Interrogatory this Defendant doth not know but believes it to be true

57th ... To the fifty seventh Interrogatory this Defendant doth not know but believes it to be true

58th ... To the fifty eighth Interrogatory this Defendant doth not know but believes it to be true

59th ... To the fifty ninth Interrogatory this Defendant doth not know but believes it to be true

60th ... To the sixtieth Interrogatory this Defendant doth not know but believes it to be true

61st ... To the sixty first Interrogatory this Defendant doth not know but believes it to be true

62nd ... To the sixty second Interrogatory this Defendant doth not know but believes it to be true

63rd ... To the sixty third Interrogatory this Defendant doth not know but believes it to be true

64th ... To the sixty fourth Interrogatory this Defendant doth not know but believes it to be true

65th ... To the sixty fifth Interrogatory this Defendant doth not know but believes it to be true

66th ... To the sixty sixth Interrogatory this Defendant doth not know but believes it to be true

67th ... To the sixty seventh Interrogatory this Defendant doth not know but believes it to be true

68th ... To the sixty eighth Interrogatory this Defendant doth not know but believes it to be true

69th ... To the sixty ninth Interrogatory this Defendant doth not know but believes it to be true

70th ... To the seventieth Interrogatory this Defendant doth not know but believes it to be true

71st ... To the seventy first Interrogatory this Defendant doth not know but believes it to be true

72nd ... To the seventy second Interrogatory this Defendant doth not know but believes it to be true

73rd ... To the seventy third Interrogatory this Defendant doth not know but believes it to be true

74th ... To the seventy fourth Interrogatory this Defendant doth not know but believes it to be true

75th ... To the seventy fifth Interrogatory this Defendant doth not know but believes it to be true

76th ... To the seventy sixth Interrogatory this Defendant doth not know but believes it to be true

77th ... To the seventy seventh Interrogatory this Defendant doth not know but believes it to be true

78th ... To the seventy eighth Interrogatory this Defendant doth not know but believes it to be true

79th ... To the seventy ninth Interrogatory this Defendant doth not know but believes it to be true

80th ... To the eightieth Interrogatory this Defendant doth not know but believes it to be true

81st ... To the eighty first Interrogatory this Defendant doth not know but believes it to be true

82nd ... To the eighty second Interrogatory this Defendant doth not know but believes it to be true

83rd ... To the eighty third Interrogatory this Defendant doth not know but believes it to be true

84th ... To the eighty fourth Interrogatory this Defendant doth not know but believes it to be true

85th ... To the eighty fifth Interrogatory this Defendant doth not know but believes it to be true

86th ... To the eighty sixth Interrogatory this Defendant doth not know but believes it to be true

87th ... To the eighty seventh Interrogatory this Defendant doth not know but believes it to be true

88th ... To the eighty eighth Interrogatory this Defendant doth not know but believes it to be true

89th ... To the eighty ninth Interrogatory this Defendant doth not know but believes it to be true

90th ... To the ninetieth Interrogatory this Defendant doth not know but believes it to be true

91st ... To the ninety first Interrogatory this Defendant doth not know but believes it to be true

92nd ... To the ninety second Interrogatory this Defendant doth not know but believes it to be true

93rd ... To the ninety third Interrogatory this Defendant doth not know but believes it to be true

94th ... To the ninety fourth Interrogatory this Defendant doth not know but believes it to be true

95th ... To the ninety fifth Interrogatory this Defendant doth not know but believes it to be true

96th ... To the ninety sixth Interrogatory this Defendant doth not know but believes it to be true

97th ... To the ninety seventh Interrogatory this Defendant doth not know but believes it to be true

98th ... To the ninety eighth Interrogatory this Defendant doth not know but believes it to be true

99th ... To the ninety ninth Interrogatory this Defendant doth not know but believes it to be true

100th ... To the one hundredth Interrogatory this Defendant doth not know but believes it to be true

Mayors Court
Madrastabanam

Between Nelliadoy Petitioner and Charles Barnsley Respondent in the Cause in the said Court and Charles Barnsley of London Merchant Executor by of Complainant and Nelliadoy Defendant

On the Part of the Respondent

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

Loobnah Mudaliar of Madras Converbly Age 62 Years a Witness being Produced on the Part of the Respondent was sworn the 12th Day of July 1774 Sworn in Person the Office of Mr Daniel Shaw who is Attorney for the Petitioner by Cundapah being Sworn to the Interpretation of the Tamul Tongue and Examined Day of the same Month being Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent saith that he does not know Nelliadoy the Petitioner in this Cause but believes that he is known Charles Barnsley the Respondent in the Cause and that he has been known him Twenty years or thereabouts and more saith not to this Interrogatory

2d To the second Interrogatory this Deponent saith that he is acquainted with the Cause of Suit depending between the Petitioner and the Respondent and that the Estate

Effect

Mayor's Court at
Madras Chatham

Between Nalladay Petitioner and
Boorday Respondent Sister Captain Lucas
in the Cause to Recover the Legacy Debt
Boorday of Pitchan George Merchant
Complainant and Nalladay of
Madras Coringhy Defendant
On the Part of the Respondent

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

Irrangadum Moodaliar of Madras Dubash Aged 36 Years a Witness produced on the Part of the Respondent on the 25th Day of June 1775 Sworn in Person in the Office of Mr. Bond Attorney at Law & Solicitor for the Respondent & Examined on the Interrogatory Day being Sworn & Deposeth as follows viz.

To the first Interrogatory this Deponent saith that he does not know the Petitioner Nalladay in this Cause but that he the Deponent knows Charles Boorday in this Cause and that he has been known him these Years

To the second Interrogatory this Deponent saith that he doth know that it is Customary at this Place for Persons of the Malabar Cast for the Sons and Sons of the Deceased to pay the Funeral Charges of the Effects of the said deceased and that this Deponent doth believe that the Elder Sons do take possession of the Effects of the deceased Parents in Preference to the Younger Sons and that they are obliged to the Charges of

of the Malabars But this Deponent does not know that such Customs has subsisted and more or otherwise

3d ... To the Third Interrogatory this Deponent saith that he knows it to be not Customary for the Wives or Widows of Malabars for to join with the Children of their Husbands in the disposing of such Effects as their said Husbands may have at the time of their decease But that it is Customary for Such to maintain the Wives or Widows of their said Husbands during their or their Lives time but this Deponent saith that he hath heard Anthony Pakkeam in the Management of the Affairs of Family and more or otherwise he this Deponent

4th ... To the Fourth Interrogatory this Deponent saith that he doth not know but believes it to be Customary for the Eldest Son of Malabars to have the Management of the Affairs of the Family and more or otherwise he this Deponent saith that he hath heard Anthony Pakkeam Deponent that he is Properly and Duly Authorized by the Respective Widows of the Deceased Malabars to Act in the Management of their Affairs and more or otherwise he this Deponent saith that he hath heard the said Anthony Pakkeam Deponent declare and that he is Properly Authorized by the Widows of the Deceased Malabars to Act in the Management of their Affairs as any thing further or otherwise he this Deponent saith he cannot say

5th ... To the Fifth Interrogatory this Deponent saith that he hath heard Anthony Pakkeam Deponent declare that he is Authorized by the Widows of the Deceased Malabars to Act in the Management of their Affairs and more or otherwise he this Deponent saith he cannot say

6th ... To the Sixth Interrogatory this Deponent saith that he hath heard Anthony Pakkeam Deponent declare that he is Authorized by the Widows of the Deceased Malabars to Act in the Management of their Affairs and more or otherwise he this Deponent saith he cannot say

Sufficiently Capable of Managing the Affairs of the Family in Them devolves on one of the other Sons who is thought to have Abilities for such an Undertaking and more or otherwise he this Deponent saith he cannot say

Interrogatory

To Wells Esqr

Jouvengadom

Mayor Court

Madrass

Between Nallatamby Petitioner and Charles Bonsley Respondent in a Certain Cause in the said Court wherein the said Charles Bonsley is Plaintiff and George Monk and Complainant and Nallatamby of Madras Comicopoly Defendant

On the Part of the Respondent

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

Emanuel Mandalais of Madras Dubash aged 45 Years or thereabouts being Produced as a Witness in the Cause on the Part of the Respondent to prove the Petition by Consent of Parties and Sworn to the Affirmation of Mr Daniel Johnson who is Attorney for the Petitioner by Consent of Parties to Interpret to and from the Portuguese Tongue and the Deponent and the Said Interpreter being Duly Sworn and Examined Deposeth as follows to Wit

To the first Interrogatory this Deponent saith that he doth know Nallatamby the Petitioner in this Cause and that he doth not know or

also

made Oath to the Signature and Hand writing of Deft Jasser
Cauntoor Hussein as to the Mark writing and with the Name
Aga Nazer and that the Signature of the Witness
of this Deponent and Name of Amir Ameer Aga Sadeq
has not Credit to know or been acquainted with Deft
or nature of the Instrument for Paper Writing shown
the Court and Deft as to the Mark and Execution with the Name
by Amir Aga Nazer that this Deponent has not Concern
with the Parties Name alias Ambar Deft Govinda Nor
Money in the said Mortgage Instrument for Deft Govinda Nor
Land or Effects the said Mortgage Instrument for Deft
Cauntoor Hussein in this Cause mentioned Deponent
has been informed that the Name of the said Amir Aga Nazer
has been inserted in the said Mortgage Instrument by Deft
Govinda alias Ambar and this Deponent is not more or otherwise

Interrogatory

Hara Hussein

Sworn

Mayor's Court

Before me

Mayor

Bateman Martin Mallet
Merchant Mariner of the City
of London Samuel Dumaresq
Esqr Agent for Original Complainant

Deft

Deft Govinda Nor of Madras Merchant Administrators to the Estate and
Effects of Amir Aga Nazer late of Madras
Merchant Deceased Original Defendant
and Cross Complainant
On the Part of the Original Defendant and Cross Complaint

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

Vera Perumaul of Madras Dubash Aged 37 Years a Witness being Produced and
Sworn in this Cause On the Part of the Original Defendant and Cross Complainant
on the 22d Day of June 1771 Shaw in Person at the Office of Mr Henry Dell Esqr
in Attorney for the Original Complainant and Cross Defendant by Cundapolvenny Sworn
who also Deft Hara Hussein Witness in the aforesaid Deponent
Cause and the same Day being Common Examined Deposeth as follows viz.

To the first Interrogatory this Deponent saith that he doth know
the Complainant Mr Rogers Matter in Question in their Cause and that he hath
also known the Late Amir Aga Nazer the Defendant Govinda Ram alias Ambar Deft Govinda
Nor in this Cause and that he hath also known Siwor Dewar
Yemen or Merchant with and since as well as to this Interrogatory

To the Tenth Interrogatory this Deponent saith that the Deceased
Amir Aga Nazer in his Lifetime did trade to the Home Countries
in Partnership in this Cause to Mr Rogers Manner or other Matter or
Thing to the same Interrogated and more or otherwise to this Interrogatory

To the last Interrogatory this Deponent saith that he doth know Govinda Nor

(62A)

Cottiapate of Madras Dubash Aged 34 Years being duly sworn
this Cause on the Part of the Respondents was on the 30th Day of June
Person at the Office of Mr. Daniel Mainwaring in Attorney for the Petitioner
my Commission whereof is Sheinto Notice of the Name Title and Purport
the said Deponent and Examined on the same day being Sworn and
Deponeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith that he
Knoweth the Petitioner in this Cause and that he is
Hon Lords Lieutenants or Inhabitants and that he
hears Charter Warrant of the Respondent in this Cause and
saith he knows him to be Hon Lords Lieutenant
was so saith not to this Interrogatory

2d ..... To the second Interrogatory this Deponent saith
doth know that it is Customary at the Sales
Malabars for the Executors of the
or Administrators of the Effects of the said Deceased
and doth also know that the Elder Son does
to have a Share or Proportion of the Effects of the
in performance of the Acts of the said Son and the
agreeable to the Usages and Customs of the Malabars
such Customs has subsisted Time out of Mind and
not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith he
knows that it is and is the Custom for the Executors

(63)

Deceased to join with the Children of the Deceased in the
the Disposition of the Effects the said Deceased may have at the time
of this Decease but that he said Executors must be mentioned
deeming Effects by the Children of the said Deceased and more so
not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith he doth know
knows that it is Customary for the Elder Sons of the Deceased Persons
to Transfer or assign over any Debt or Writing that Concerns Property
and which is the Property of the Deceased without the Assent
Consent of the rest of the Children of the said Deceased and that
such Transfer or Assignment is Deemed and taken by the Malabars
in as full force and Effect as any Writing here to made and more
said Deponent to this Interrogatory

5th ..... To the last Interrogatory this Deponent saith that he doth not
of any Person of the Malabars but the Elder Son takes Assistance
of the Effects of the said Deceased in performance whereof
Children of the said Deceased provide whether by assisting the Elder
to conduct the Affairs of the Family but of the same the Charges
of Assistance does not accrue to the Elder Son only but is undergone
by the Capable Executors and Does to this Interrogatory

Witness Errors

Cottiapate

Mayor Court at
Madraspatnam

Between Nathaniel Pelletier and
Charles Bromley Respondent
Certain Causes and Matters Concerning
the said Charles Bromley late of the
Merchant Conveyance and late of
of Madras Conveyancer Deceased

On the Part of the Respondent

Depositions of Witnesses taken in this Cause by Dispatch

Examined in this Court as follows.

Armagum Mudaliar of Madras Conveyancer Aged 53 Years Sworn and
being Produced as a Witness for this Cause on the Part of the Respondent on the
[illegible] day of June 1774 Deposeth as follows viz.

To the Interrogatories in the Affidavit of Mr Bruce Attorney for the Petitioners by Cindapatamy Servant who also Affirmed
of the Name Pellet and Mr Macfarlane Attorney for the said Deponent Sworn
on the same Day being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith that he
knows Nathaniel Pelletier the Petitioner in this Cause But this
knows Charles Bromley the Respondent in this Cause Both
of Fort St George Merchants and more this Deponent
saith not to this Interrogatory

2d ..... To the second Interrogatory this Deponent saith that it
hath been customary for the Deceased Charles Bromley
for the Space of four Years last past to receive the
Effects of the said Deceased and this Deponent believes
that the Creditors of the said Deceased have applied
to the Executors of the Will of the said Deceased

and that this so doing is Agreeable to the Usage and Custom of the Inhabitants
and that such Custom has subsisted time out of mind Deponent saith
not to this Interrogatory

To the third Interrogatory this Deponent saith that he does believe
it is not the Custom for the Widow of the said Deceased to receive
with the Children of the Deceased Husband the Effects of the
Effects the said Deceased may have at the time of the Decease But
that the said Deceased may have at the time of the Decease But
that the Children of the said Deceased contend with the Widow
Widow of the said Deceased during her or their Life time and more
saith not to this Interrogatory

To the fourth Interrogatory this Deponent saith that he does know
that it is Customary for the Widow of the Deceased to receive
or assign over any Debts owing to the said Deceased or any
Effects which are the Property of the Deceased at the time of
of the said Deceased and the
Transfer or Assignment is deemed and taken by the Inhabitants
sufficient and effectual in any Writing for the same and more
saith not to this Interrogatory

To the last Interrogatory this Deponent saith that it is the Custom
amongst the Inhabitants the Widow of the Deceased and the
Children of the said Mortgagor and for the Widow Executrix
his Debts which are due to the said Mortgagor and that the Defendants
contribute to pay of the said Mortgage and that the Defendants
further saith that after the Decease of the Widow the Inhabitants
and the Elder Son takes Possession of the Effects of the said
Deceased

Decreed in pursuance to the Will of the Children in Petitions
Abilities to conduct the Affairs of the Family put forward
thought Capable by the Party of the Children to be Managers
of the Family than does the other Children
is took upon to be an Ability for such an Undertaking
now as it is not to this Interrogatory

Wedderburn
Crame

3rd August 1798

Extract from the Minutes of Council held at the Fort
on Tuesday the 13th Day of October Anno Domini 1795

Present

George Lewis Esqr Governor Master
Reynold Adams George Baker
Jan Andrew Raymond Blommer
Charles Bromley
Esqrs

Petition read

Interrogatories on the part of the Petitioner read

Interrogatories on the part of the Respondent read

Depositions taken thereto read

Petition of William Hornby Esqr Mayor of Madras
Petitioning for a Commission to examine Witnesses
Abroad touching the Allegations in his Petition
Read and Ordered that the Petitioner have Leave
to withdraw his Petition

And the Respondent Charles Bromley coming on to be Heard
this day on Reading the Petitioner Petition the Respondents
Answer The Interrogatories and Depositions on the part of the
Petitioner The Interrogatories and Depositions on the part of the
Respondent On Hearing the Pleadings and Arguments made
Respondent On Hearing the Pleadings and Arguments made
Use of by the Attorneys and mature Consideration thereon Had
Council doth Think fit to Order and do the Pleadings be Dismissed
the Petitioners Petition be Dismissed with Costs
the Petitioners Petition be Dismissed with Costs

Peter Elmore

Fort St. George the 27th Dec 1795

To the Worshipful the Mayor
Court at Madras Patnam

Humbly Complaining Shew unto the Worshipful
Your Orator Timothy Lane Esq by Profession a Barrister
William Hornby of the Town Port Island and the Dominions
Reynolds Esqr of Madras Merchant and Inhabitant within your
Orator in the Year and Sum of Sixty Pagodas Current Money
of Madras making in Sterling Money of Great Britain the
Value of Eight Shillings for every Pagoda the Sum of Sixteen Pounds
as will more fully and at Large Appear by a certain
Mortgage Bond or Writing Obligatory and Assignment under
Power of Attorney to the Said Timothy Lane Esqr
Worshipful Court and unto Your Orator may be Bound

as fear of their his Bill of Complaint and Your Orator
shou'd thereupon to their Honble Court that the said Respondt
in a Civil Honorable manner Agreeable Equity and Conscience
Pasquale Bryanah of the said Sum of Forty Pagodas
BUT NEVERTHELESS May it Please Your Honrs
Court the said Pasquale Bryanah Pretending Unjustly
Refuse to pay the same or Ingive your Orator any
of Satisfaction touching the Premises your Orator
Prays a General Relief unto this Honble Court And
Appear Agreeable to Equity and Conscience And
therefore that the said Pasquale Bryanah may upon
Oath full true Direct and Perfect Answer make to all
singular the Matters and things herein before set forth
All Deny as fully strictly and Effectually to all Intents
Purposes as if the same were severally Repeated and
Distinctly Interrogated and that they may be Directed
to pay the said Sum of Forty Pagodas with Interest
Cost of this Suit
May it Please the Honble Court to Grant
said Pasquale Bryanah to be Summoned and Required by the
Rules of this Court personally to be and Appear before this Honble Court
the Certain Time and Place to be by this Honble Court

and Appointed Him and Thereto Stand to and abide by such Order
and Decree therein as to this Honble Court shall Seem Meet
John Lyhes
Solr for the Complt

Fourteenth May one Thousand Seven Hundred and Seventy Two
Pasquale Bryanah do hereby Acknowledge myself to Have Received
and Received of Francis Pauly Esqr Sheriff of Fort St George and Justice of
Forty Star Pagodas Current Money of Madras for which Sum
I have Mortgaged my Dwelling House near the Flower Pagoda
and do Promise to pay or cause to be paid Unto the said Francis Pauly
his Heirs Executors Administrators or Assigns the Sum of Forty Star Pagodas
Current Money of Madras aforesaid with Interest at the Rate of Twelve per Cent per Annum
from the Date hereof until the same shall be Discharged Witness my Hand
Obligation in Default of Payment I give Power and Authority
to Sell the above Premises and Pay myself by my Bond
Given this Obligation as Witness my Hand this Fifth day of Sept
of the said House which shall be delivered Deed Witness
Pallopanty Rettinum Pagoda Witness my Hand
Witness
The Mark of Rettinum
his Mark of Pasquale
The foregoing is a Translation from Gentoo Characters as near before
the Deponent in the Portuguese Language by Dorey Vaicheron
Court

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Covenant Salisporter

John Sykes

Attorney for the Complt.

To all People to whom these Presents shall come Greeting

Whereas Panjon La Boyenah of Madras Merchant in and by
Mortgage Bond or Obligation bearing Date the Fourteenth day
of August which was in the Year of our Lord One Thousand Seven
hundred and Seventy four became bound to Joseph Pasteur
of the same Place Merchant in the Sum of Sixty Pagodas
payable in One Year with Interest in and by the
Bond or Writing Obligatory may Appear And whereas
there now remains due to the said Joseph Pasteur
Account Principal of the said Bond together with Interest
thereon from the said Fourteenth day of May One thousand Seven
hundred and Seventy two Now know ye that the said
Joseph Pasteur for a Valuable Consideration to him in hand
by William Hornsby of Madras Inhabitant before the Ensealing
and Delivery of these Presents the Receipt whereof he the said
Joseph Pasteur doth hereby Acknowledge He the said Joseph
Pasteur hath Assigned and Set over and by these Presents
and doth Grant unto the said William Hornsby the said
Bond or Writing Obligatory and the Money or Interest
Principal and Interest thereupon due and Owing and

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become due thereupon and all his Right Title and Interest of in and to the
same and every part thereof And the said Joseph Pasteur
the Consideration aforesaid hath made Constituted and Appointed
and by these Presents Doth make Constitute and Appoint the
said William Hornsby his Main Executors and Administrators
his true and Lawful Attorney and Attornies 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 William Hornsby his Main Executors Administrators
and Assigns to Ask Require Demand and Receive of the said
Panjon La Boyenah his Main Executors and Administrators
the Money due and to become due on the said Mortgage Bond
or Writing Obligatory and on Non payment thereof the said
William Hornsby his Main Executors and Administrators to sue
for and Levy the same and on payment thereof to Give
and Grant Acquittances and Discharges and Other Acquittances
Discharges therefore for me and in my Name to Make and
him the Constituted Attorney as aforesaid Hereby Covenanting
or his Attorney or Attornies under him to Act Lawfully do
in the Premises And the said Joseph Pasteur doth hereby
allow and Affirm And the said Joseph Pasteur hereby
Covenants and Agrees with the said William Hornsby that
he the said Joseph Pasteur hath not Received or will
Receive the said Principal Money or Interest due on the said Mortgage
Bond

Bond or Writing Obligatory in any penal Sum
or with Release or Discharge thereof in any
but with Power and Allowance of all lawful Abatement
thereof to the said Williams Executors or Assigns
Person or Persons whomsoever by these Presents
to him the said Executors or Assigns
Witness whereof I have hereunto set my Hand and Seal
aforesaid this Fifteenth Day of October in the Year of
One thousand seven hundred and Seventy four

Witness

Mayor Council

Madras Aldermen

Present

George Lewis Esquire Mayor
Reynolds Adams
Thos Hanbury

Aldermen

Between Timothy Cum
of Madras Merchant Plaintiff
William Hornby of the same Esq
Defendant and Complainant

Defendant

The Defendant being in Court and Acknowledging
the Justness of the Complainants Demand Their Counsel did Thereupon
Think fit to Order and Decree and do Accordingly Order and Decree
that the Defendant shall pay unto the Complainant the
Sum and Just Sum of Forty Pagodas Pag. 160 — together
with all Costs Interest as now in arrear Thereof or become
due Thereon until full Payment is made also all Costs
of this Suit

Fanam

Dated the 27th Oct 1774

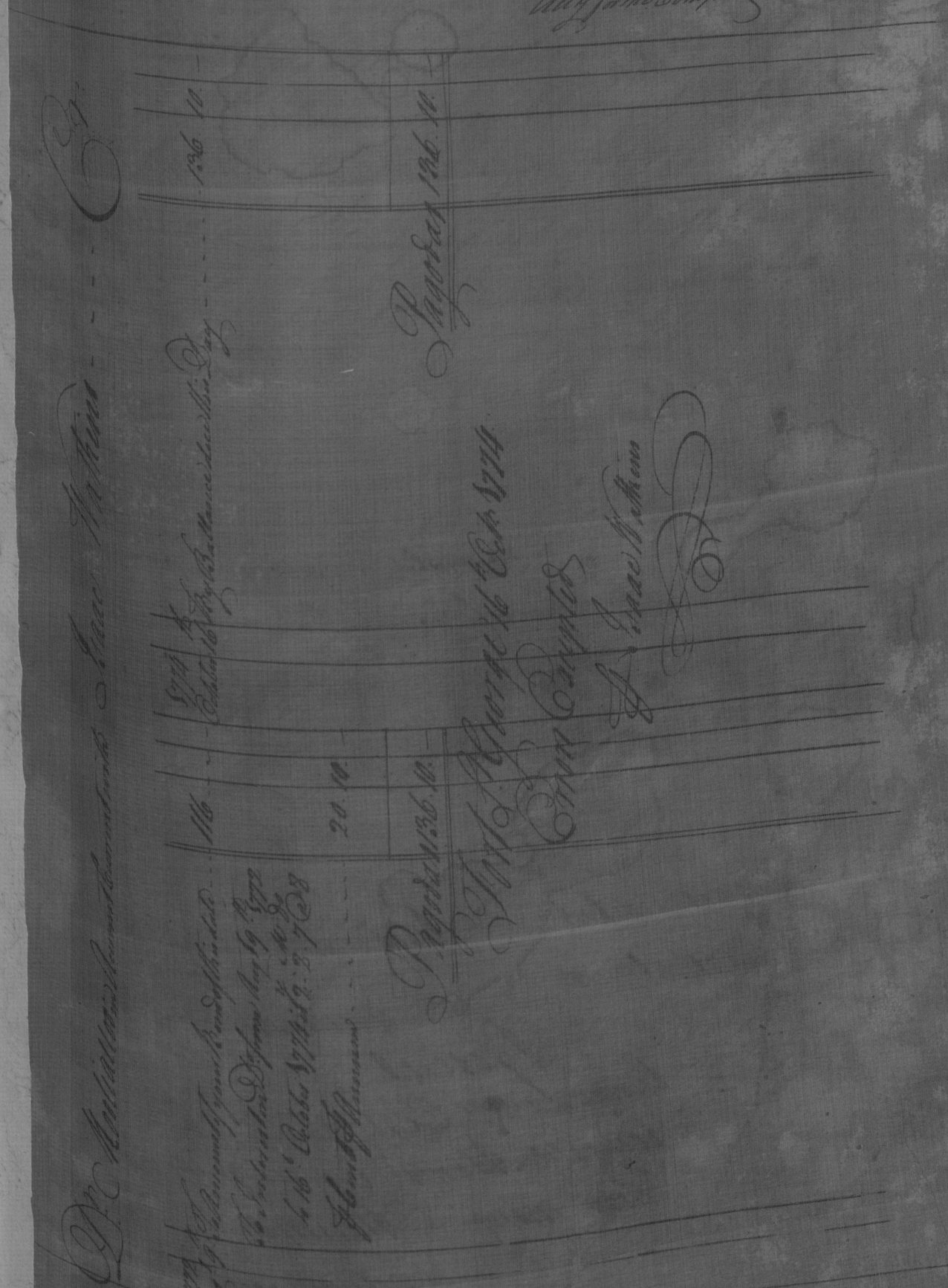
To the Worshipful Mayor Aldermen
Council of Madrasapatnam

Humbly Complaining Shew Unto this Worshipful Board
Your Orator James Watkins of Madrasapatnam Merchant and Free Broker to
the same Place Inhabitant Sheweth Indebted unto your
Orator in the Sum and Sum Value of one Hundred and Sixty Six
Pagodas and Two Fanams Current Money of Madras Making
on Sterling Money of Great Britain Hundreds Eight
Shillings Sterling Pagoda the Sum of Sixty four Hundred and
Ten Shillings as will more fully and at large Appear by your
Accounts Current and the Bond to Oppose Bond or Obligation
hereunto Annexed for the Satisfaction of this Worshipful Board to
which your Orator most Humbly prays the same
may

may be Admitted as Parties to this Your Orators Bill of Complt
and your Orator further Shews unto Your Honours that the
Defendants frequently and in an Amicable Manner requested
from the said Mortgagees of the said Sum of One Hundred Pounds
& Pagodas and Two Fanams Part thereof to be paid to
this Honble Court the said Mortgagees wilfully & Obstinately
refuse to pay the same or any part thereof to your Orator or any part
Satisfaction touching the Premises your Orator therefore
Humbly prays that the Defendants may be decreed
to Equity and good Conscience & the Evd therein that the
Mortgagees may pay unto your Orator the said Sum of
Pagodas and Two Fanams with Interest thereon
Effectually for the Same and that your Orator may be
repaid his Costs of Suit in this behalf sustained or
for such other Relief in the Premises as to this Honble Court
shall seem meet May it please your Honours to grant unto your
Majesties Most Humble Subject the Writ of Subpoena
to be directed to the said Defendants thereby
Commanding them and Each of them at a certain time
and Day to be therein limited personally to be and
Appear before this Honble Court to Answer the Premises
and to Stand to perform and Abide such Order and Decree therein as to this Honble Court
shall seem meet

Gideon Scott
Atty for the Compt

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Pagodas 1136 10
Pagodas 1136 10
Pagodas 1136 10
Pagodas 20 10
Pagodas 1136 10
Pagodas 1136 10
Pagodas 1136

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August 9th 1794

I Montiadoo Thevenatoo Chetty of Ramnaad do acknowledge to have given on this Bond or Obligation unto Lewis Watkins for my Honest Occasions for the Sum of One Hundred and Sixteen Pagodas Current Money of Madras which Sum I promise to pay in Six Months with the Interest thereon by Bonds & Warrants or Voluntarily give this Bond Witness Lennadoo Ramnaad and Vencatanaid Chetty Drawn by Lobbanadi

The Mark of Montiadoo Ramnaad

Also Translation was read unto the Deponent Gentoo Language by Gonaid Swamy Interpreter

Gideon Fitts

Atty for the Complt

Mayor's Court Madraspatnam

Tuesday the 25th Day of August Anno Domini 1794

Present

George Savage Esquire Mayor

Reynold Adams George Smithward

John Lindsay Aldermen

Returned Lewis Watkins of Madrapatnam Merchant Attorney in fact for Gonaid Swamy Interpreter

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of Ramnaad Intestate 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 do pay unto the Complainant the said Sum of One Hundred and Sixteen Pagodas and Interest thereon amounting to Pag.s 136: 10 - Say One Hundred and Thirty six Pagodas and Ten Fanams Pag.s 136: 10 - Say One Hundred and Thirty six Pagodas and Ten Fanams with Interest thereon as now is or shall hereafter become due thereon until Full Payment is made also all Costs of this Suit

Fiat

Tuesday the 25th July 1794

To the Honorable the Mayor's Court at Madrapatnam

Humbly Complaining shew unto this Honorable Court Lewis Watkins of Madrapatnam Merchant and Lyster Attorney George Savage of Fort Saint George Merchant and Lyster Attorney aforesaid Merchant Stands Executor of that Testamentary Schedule of Mahadeopatnam Merchant Stands Indebted unto your Orator in the Sum of Four Hundred and forty four Madras Pagodas and Thirty four Fanams making Two hundred and Ninety six Pagodas Twenty four Fanams and fifty Cash Current Money of Madras and in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two hundred and Forty Eight Pounds Thirteen Shillings

Shillings and Eight Pence or thire abouts as will more fully and at large appear by a Copy of a Bond or writing Obligatory 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 Defendt Sultan Subiah of the said Sum of Five hundred and forty four Madras Pagodas and Thirty four fanams or Five hundred and Ninety six Current Pagodas Twenty five fanams and fifty Cash

But now so it is may it Please this Honble Court the said Defendt Sultan Subiah 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 Relief as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Defendt Sultan Subiah 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 was again Repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Five Hundred and forty four Madras Pagodas and thirty four fanams or Five Hundred and Ninety six Current Pagodas Twenty five fanams and fifty Cash with all such Interest

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 Defendt Sultan Subiah 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 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

5. July 1774.

This Bill was Shewn to me in the Dayes Adjournment Let a Summons Issue returnable the Second Day of August

Tho Sowney

Senior Alderman

Jos Sykes
Att for the Compt

Know all Men by these Presents that I Tattawmy Subiah of Masulipatam Merchant am held and firmly bound unto William Britton of the same Place in the Penal Sum of One Thousand and Eighty Nine Star Pagodas and twenty two fanams ℔ M.P. 1089. 22. 00 to the Payment whereof well and truely to be made to the said William Britton his Executors Administrators or Assigns I do hereby bind my Self my Heirs Executors Administrators or Assigns firmly by these presents In Witness whereof I have hereunto Set my Hand and Seal in Masulipatam this Sixth Day of April in the Year of Our Lord one Thousand seven Hundred and Seventy Four

Whereas the above bound Tattawmy Subiah has Borrowed and Received of the above Named William Britton the full and Just Sum of Five Hundred and fourty four Madras Pagodas and Thirty four fanams M.P. 544. 34. to be Turn'd at Interest at the Rate of Eight p Cent p Annum Payable on Demand

Now the Condition of this Obligation is such that if the above bound Tattawmy Subiah, or his Heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto the said William Britton, his Heirs Executors Administrators or Assigns the full and Just Sum of Five Hundred and forty four Madras Pagodas and Thirty four fanams together with such Interest as shall or may be Due thereupon then this Obligation to be void and of no Effect but to Continue in full force and Virtue

Signed Sealed and Delivered
Where no Stamp'd paper is to be had
in the Presence of

Joseph Greenaway
Robt Duncan

A true Copy
Jno Sykes
Atty for the Compt

Mayor's Court at Madraspatnam

Tuesday the 25th Day of October Anno Domini 1774

Present

George Savage Esquire Mayor
Reynold Adams George Smith and
John Irving Aldermen

Between William Britton of Masulipatam Merchant by his attorney George Savage of Fort St George Esqr Complainant and Tattawmy Subiah of Masulipatam 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 full and Just Sum of Five Hundred and Ninty six Pagodas Twenty five fanams and Fifty Cash Madras Sgn 596. 25. 50 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

J Mayor

Filed the 1st Augt 1774

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Sir John Lindsay of London Knight
the Bath by his Attorney Arthur Cuthbert of Fort Saint George
That William Petrie & John Macpherson of Fort St George afore
and Anthonie de Souza of the same place Merchant Executors of
the Last Will and Testament of William Martin Goodlad late
also of Fort Saint George Esqr Deceased stand Indebted unto
Orator in the full and Just Sum of One Thousand Pagodas lawful
Money of Madras making in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum of Four Hundred
Pounds arising on a Bill of Bills of Exchange which Your Orator
the Particular Instance of the said William Martin Goodlad
did draw the said William Martin Goodlad to draw on Your Orator
favor of the said William Martin Goodlad Mother Mrs Eliz
Goodlad at Ninety Days Sight for the Sum of Four Hundred Pounds
on the said William Martin Goodlad promising to pay the same
to Your Orators said Attorney which said Bills bear date the
October One Thousand Seven Hundred and Seventy One a Copy
first of the said Bills of Exchange and of the said William
Goodlad's Letter to your Orator Containing the said Promise as
hereunto Annexed for the Inspection of this Honble Court and
Your Orator prays may be admitted as part of this his Bill of Complaint
the Originals being in the Possession of Your Orators said Attorney and
ready to be produced for the Inspection of this Honble Court when
Required Your Orator further Sheweth unto this Honble Court that he
did on Seventh day of April which was in the year of Our Lord One
Thousand Seven hundred and Seventy Two Accept the said first
Bill of Exchange and did cause the same to be paid to the said
Elizabeth Goodlad when it became payable Agreeable to the tenor
thereof being Ninety days as aforesaid for which the said Elizabeth
Goodlad gave a Receipt on the Back of the said Bill of Exchange, a
Copy of which Receipt with the Attestation of One William Smart
thereunto Annexed for the Inspection of this Honble Court and
which Your Orator prays may be admitted as a further part of
this his Bill of Complaint And Your Orator further Sheweth
unto this Honble Court that the said William Martin Goodlad
not to paying the said Sum of Four Hundred Pounds or One
Thousand Pagodas Either to Your Orators said Attorney Accor-
ding to his said promise or to Your Orator He Your Orator hath
by his said Attorney frequently and in an Amicable Manner
Applyd to and Requested payment thereof from the said William
Petrie John Macpherson and Anthonie de Souza as Executors as
aforesaid

But now so it is May it please this Honble
Court the said William Petrie John Macpherson and Anthonie De

De Souza Obstinately and Wilfully Refuse to pay the same
to give Your Orator any Manner of Satisfaction touching the
premises under Colour of some Unjust frivolous and vain
pretences Your Orator therefore prays a General Relief and that the
Honble Court shall Appear Agreeable to Equity and good Conscience
To the End therefore that the said William Petrie John Macpherson
erson and Anthonio de Souza may upon their Corporal Oaths
true Direct and perfect Answer make to all and singular the
Matters and things herein before Set forth and Alledged
fully truly perfectly and Effectually to all Intents and Purposes
as if the same were here Again Repeated and particularly Interrogated
ted and more Especially that they may Set forth and Declare
whether they the said William Petrie John Macpherson and
Anthonio De Souza are not as Executors as aforesaid Indebted
unto Your Orator in the Abovementioned or some other and
what Sum on the abovementioned or some other and what
Account if not why not and whether Your Orators Agent
did not demand payment thereof from the said William Petrie
John Macpherson and Antonio de Souza and whether they
did not Refuse to pay the same and why they so Refused and
if they should pretend it was for want of a Power or Effects
belonging to the said Estate of the said William Mackenzie
Lad to enable them so to do that they may Set forth and Declare
a full true and particular Account of the said Estate and how
Either Received or Disposed by them the said Executors or

Order or which have come to their Knowledge and what is become
thereof or how they have Disposed of the same And that the said
William Petrie John Macpherson and Anthonio de Souza may
as Executors as aforesaid be Decreed to pay unto Your Orator the
aforesaid Sum of Four Hundred Pounds or One Thousand 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 William Petrie John Macpherson and Anthonio
de Souza 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 such
time and Place to be by this Honble Court prefixed and Appointed
then and there to Answer the Premises Your Orator Bill of Complaint
and further to Stand to and abide by such Order and Decree therein
as to this Honble Court shall seem Meet

J. Sykes
Atty for the Compt

Fort Saint George 7th October 1771

July
Exchange for £ Sterl 100

Ten Sixty days Sight of this my first of
Exchange (Second of the same tenor and Date not being paid) be
pleased

Pleased to pay or cause to be paid to Mrs Elizabeth Goodlad or her
Order in London the Sum of Four Hundred / 400 / Pounds Sterlg
with or without further Advice from —

Sir

Sir John Lendsay K. B. Your most Obedient humble Servt
London M. M. Goodlad

Accept 7th April 1772.
John Lendsay
Payable at Robert Maynes Esqr
Hertford

Indorsed
Received
Elizr Goodlad

Witness for Mess.rs Walpole Clark & Bourne
Wm Smart

Dear Sir

I will most readily pay the Amount to Mr Cuthbert, and to my
promise to pay him the Sum of £ 400 / four hundred Pounds on your Account but
there appears to me a great impropriety in giving a Receipt for a Draft that is not
and shall not in fact be indebted to you till after the Bills shall have been pa
had the Bills been drawn by you I could have given a Receipt for the Bills, b
they are drawn by me on you — Pray inform me at what time you propose to
us, as my Letters are still far from being finished — I hope you do not go to-mo

Sir

Thursday Dear Sir
10 Oct. Your aff.te & Oblig.d
M. M. Goodlad

Sir John Lindsay a true Copy — Sr. Sykes
Atty for the Compt.

Filed the 12th Sept. 1774 —

The Answer of William Petrie John Macpherson and Antonio De Souza of Fort Saint George Merchants Executors of the last Will and Testament of William Martain Goodlad late of the same place Esquire Deceased, to the Bill of Compt.t of Sir John Lindsay of London Knight of the Bath, by his Attorney Arthur Cuthbert of Fort Saint George Esqr

The said Defendants now and at all times hereafter, saving and reserving to themselves, all and all manner of Advantage and Benefit of Exception that may be had and taken to the many Untruths, uncertainties, insufficiences and imperfections, in the said Complainants said Bill of Complaint contained for a full and perfect Answer thereunto, or to such part thereof, as it materially concerns these Defendants to make Answer unto, they these said Defendants Answer and say, that they are the Executors named in the last Will of the said William Martin Goodlad Deceased, and that they have proved the same before the Kings Ordinary in this Honble Court, and thereupon have taken upon

Upon themselves the Office and Duty of Executors as aforesaid
-ned, they these Defendants further Answer and say, that they admit
that the said William Martin Goodlad in his lifetime did indeb
-ted unto the said Sir John Lindsay the Complainant to the amount
and upon the Terms and Conditions as by him set forth and
in his Bill of Complaint before this Honble Court and that the same
has not been discharged in any manner of Shape, either by the
William Martin Goodlad in his life time, as these Defendants
believe, or by these Defendants as his Executors, but that the same is
still due and owing to the said Complainant. The said Defendants further
say, that they admit that the said Complainant did by the means of
his said Attorney demand payment of them as Executors of the
William Martin Goodlad and which they decline paying, by reason
the Estate of the said William Martin Goodlad, appearing to them
insufficient to pay of the Specialty Creditors, who are numerous and
dispersed in Several parts of India and in England, and until
those Account are finally Settled and Adjusted, these Defendants
are under the Necessity of procrastinating the payment of the Complainant
demand, untill such Accounts can be finally settled and adjusted
it is impossible for these Defendants to know, if there are Assets Suf
-ficient left to pay the Complainant after the discharging of the
-ral Bond Creditors, whose proprority of payment must be first
-tended by these Defendants as Executors aforementioned. These
Defendants further Answer and say, that they cannot give in
a full true and particular Account of the said Estate and Effects of

The said William Martin Goodlad by reason of the confused Condition
such Estate was left in, by the said William Martin Goodlad, whereby the Accounts
with Several persons in different parts of the World remain to be Settled, as well
Appear by a Statement of the Several Concerns drawn up by these Defendants
and which are likely to be litigated in Some of the Courts of Records, and which
Statement is ready to be produced for the inspection of the said Complainant
or his said Attorney when they shall think fit. The said Defendants further
say, that they have disposed of the Effects of the said William Martin Goodlad
by Publick Sale at the Sale Gate for the use of his Creditors, and that the Accts
-unts thereof are ready to be produced when required, but respecting the Debts
and Credits of the said William Martin Goodlad, the same, these Defendants,
are endeavouring to Settle with as much Expedition as possible, but the Em
-barrassments and vexations, that these Defendants are obliged to undergoe
greatly delays and retards them in finally Settling the affairs of the Deced
-ed, as is well known to the Complainants Attorney.

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 Cost and Charges in this behalf most wrongfully
Sustained.

W. Petrie

John Macpherson

Antonio de Souza

Cha Bromley
Cattys Deft

Sworn between the Days
of Adjournment before me
John Renton
Alderman

Mayors Court at Madraspatnam } Tuesday the 25th Day of Octr Anno Domini 1774

Present

George Savage Esquire Mayor
Reynold Adams George Smith and
John Turing Aldermen

Between Sir John Lindsay of London Knight of the Bath by his Attorney Arthur Cuthbert of Fort Saint George Esqr Complainant and William Petrie and Alexr Macpherson of Fort Saint George Esqrs and Anthonio de Souza of the same place Merchant Executors of the last Will and Testament of William Martindell late also of Fort Saint George Esqr Deceased 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 Copy of a Bill of Exchange and a Letter annexed the Defendants Answer 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 Defendants shall pay unto the Complainant out of the Estate

And Effects of William Martin Goodlad Deceased the full and just Sum of One Thousand Pagodas Pags 1000-0-0 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

Filed the 24th Octr 1774

Plea

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Shivaramah Moodu Pamah Linga Chitty of Madras Merchant by his Attorney Stephan Evan John of the same place Merchant that Vencadachan of the same place Weaver is justly and truely indebted unto Your Orator in the full and just Sum of Two Hundred Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Each Pagoda the Sum of Eight Pounds Arising upon a Sum of Money of the aforesaid Amount which Your Orator did lend unto Muruda Chitty as by a Copy of his the said Muruda Chittys Mortgage Bond may Appear hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be Admitted as part of this his

Bill

Bill of Complaint and Whereas Your Orator further Craves Leave forth that the said Mucunda Chitty since the signing and Delivery of the Said Bond and before the discharge and payment thereof Duely made hath Departed this life And the Said Vencadashan is become his heir, being brother to the said Deceased in Consequence whereof and upon demand of Payment of the said Sum being made by Your Orator unto the Said Vencadashan the said Vencadashan did grant unto Your Orator a Bond or Obligation unto Your Orator dated the Twenty Seventh September in the Year of Our Lord One Thousand Seven Hundred and Seventy three Whereby and whereby the said Vencadashan did bind himself to pay the said Sum with Interest befor the Month of February and Indefault thereof power was granted your Orator to Sell the Houses mortgaged by the said Mucunda Chitty in his Bond aforesaid a Copy of which said Bond of the said Vencadashan Your Orator begs to annex hereunto for the Inspection of the Honble Court and prays the same may be admitted as part of this Bill of Complaint and also an Assignment of the said Bond and power of Attorney and Whereas your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable Manner Requested payment of the said Sum of Two hundred Pagodas from the Said Vencadashan

But now so it is May it please this Honble Court the said Vencadashan Obstinately and wilfully refuses

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 Vencadashan may upon his Corporal Oath full true and perfect Answer make to all and Singular the Matters and things herein before Setforth and Alledged as fully truely and Effectually to all Intents and purposes as if the same were hereagain Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred 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 Vencadashan 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 prefixed and Appointed them and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as this Honble Court shall seem Meet

H. Dw Berry
Atty for the Compt.

29 Oct. 1774
This Bill was shewn to me in the Court
of Adjournment let a Summons issue
returnable next Court day
Geo. Savage
Mayor

Madras 10th May 1774.

I Mucunda Chilly Son of Kistnamah Chilly Dogive this Mortgage bond to Shivaramah Moodie Rama Lingey Chilly I do hereby Acknowledge to have Borrowed and Received the full and Just Sum of Two Hundred Pagodas Current Money of Madras payable on Demand with the Intrest at the Rate of 9 ℔ Cent ℔ Annum For which I Mortgage My 2 Houses with bill of Sale Situated at Elephant Gate in Weavers Street Between the Houses of Sinnagery Lutchmiah and Ayala Vencata Kistnamah Thus I Voluntarly Give this Mortgage Obligation Drawn by Moolambalore

Witness
Comarapah
Candapah

Signed
Mucundah

A true Translation as near as Can be from the Original Malabar Language by Caunicopa Sworn Interpreters

H Z Du Puy
attz Compt.

27th September 1773.

I Vencadashan Dogive this Agreement to Shivaramah Chilly Moodie Rama Lingey Chilly that My Brother has Mortgage Two Houses to You and Borrowed the Sum of Money for which you prosed me the Demand of the Bayment after his Death therefore I bind Myself to pay You for the said Mortgage with the Intrest befor the Month of January of Fibry. Indefault of Payment I am to Sell the said Houses and pay You the principal and Intrest theref thus I Voluntarly give this Agreement drawn by Shivaramah

Witnesses
Ragova Chilly
Kashapah

Mark of Vencadashan

a true Copy

H Z Du Puy
attz Compt.

To all People to whom these presents shall come Greeting Whereas Mucunda Chilly of Madras Weaver in and by One Mortgage bond or Obligation Bearing date the Tenth Day of May which in the Year of Our Lord One Thousand Seven hundred and Seventy Became Indebted unto Shivaramah Moodie Ramah Lingah Chitty in the Sum of Two hundred Pagodas but before the Discharge payment of the said Obligation the said Mucunda

Mucunda Chitty Departed this life and Vincadashan of the
place Weaver Brother to the Deceased became his Heir at
Grant unto the said Shivaramah Moodu Lingah Chitty an
-gage bond or Obligation bearing date the Twenty fourth
September which was in the Year of Our Lord One Thousand
hundred and Seventy three Conditioned to pay the aforesaid
Two hundred Pagodas unto the said Shivaramah Moodu
Linga Chitty before the Month of January or February and
fault thereof power was Granted the Said Shivaramah Mood
-ah Linga Chitty to Sell the premises therein Mortgage as
first Obligation may appear and Whereas the
hath not paid the said bond or any part thereof Now Know
that the said Shivaramah Moodurama Linga Chitty for
Consideration of the said Sum of Two hundred Pagodas Current
Money of Madras to him in hand paid by Stephan Ovan
of Madras Merchant the Receipt thereof the said Shivara
Moodu Rama Linga Chitty doth hereby Acknowledge &
said Shivaramah Moodu Rama Linga Chitty hath assigned
Sell over and By these presents doth assign and Make
the said Stephan Ovan John the said Recited Mortgage Bond
Obligations and the Money thereupon due and Owing
his Right and Interest of in and to the same and the said
Shivaramah Moodu Rama Linga Chitty for the Creditor
assigned

aforesaid hath made Constituted and Appointed and by these
presents Doth make Constitute and Appoint the said Stephan
Ovan John 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 Stephen Ovan John
his Executors and Administrators and Assigns to ask require demand
and Receive of the said Vincadashan his heirs Executors and Adminis
-trators the Money due on the said Bond and on non payment
thereof he the said Stephen Ovan John his heirs Executors and Admi
-nistrators to Sue for and Recover the same and on payment thereof
to Deliver up and Cancell the said Bond and give Sufficient Releases
and Discharges therefore and one or more attorney or attorneys under
him to Constitute and whatsoever he the said Stephen Ovan John
attorney or attorneys shall Lawfully do in the premises, the said
Shivaramah Moodu Rama Linga Chitty Doth hereby allow and
Confirm and the said Shivaramah Moodu Rama Linga Chitty
doth covenant with the said Stephan Ovan John that he the said
Shivaramah Moodu Rama Linga Chitty 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 he the said Stephen Ovan John Saving the said
Shivaramah Moodu Rama Linga Chitty harmless of and from any
Cost that may happen to him thereby

In Witness whereof the said Shivaramah Moodu
Rama Linga Chitty have hereunto Set my Hand and Seal in
Madras

Madras this Twenty Eight Day of October in the Year of Our Lord
One Thousand Seven hundred and Seventy Four

In the Presense of
Emanuel Lo. Anderson

Mayors Court at Madraspatnam } { Tuesday the 1st day of Nov.r Anno Domini 1774

Present

George Savage Esquire Mayor
Reynold Adams James Hodges
John Renton Aldermen

Between Sheeramah Lo.
dee Ramah Linga Chitty of Madras
Merchant by his attorney Mylapalee
John of the same Place Merchant Plaint.
and Vincadashan 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

and Doth accordingly Order and Decree that the Defendant
shall pay unto the Complainant the full and just Sum of
Two Hundred Pagodas / Pagodas 200.. .. -/ 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

Mayors Court at Madraspatnam } { Tuesday the 1st day of Nov.r Anno Domini 1774

Hear

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth
unto this Honorable Court Your Orator Vengah Chitty of Madras
Merchant that Joanna Linn of the same place Inhabitant
stands Indebted unto Your Orator in the full and Just Sum of
Forty two 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 Seventeen
Pounds as will more fully and at large appear by an Account
Current 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 the said Joanna Linn hath for a Considerable
time Occupyed the House on Account of which Your Orator said
Demand Arises from Month to Month without it ever having
been

Burn'dit to her for a longer time and finding that the said Joanna Linn Not only refused to pay the Rent for the said House but also Damaged the said House Your Orator did frequently and in a Amicable manner Requested that the said Joanna Linn would Quit the said House and Deliver up the Possession thereof unto Your Orator and pay unto Your Orator the said Sum of Forty two Pagodas and Twenty One fanams

But now so it is May it Please this Honble Court the said Joanna Linn Obstinately and wilfully refuses to Pay the said Sum of Forty two Pagodas and Twenty One fanams or to Deliver over the Possession of the said House to Your Orator or to give Your Orator any manner of Satisfaction touching the Premisses Your Orator therefore prays a general Oath and that as to this Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Joanna Linn may upon her Corporal Oath full true Direct and perfect answer make to all and Singular the Matters and things hereinafter Set forth and Alledged as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated and Distinctly Interrogated and that she may be Decreed to pay unto Your Orator the aforesaid Sum of Forty two Pagodas and Twenty One fanams with all such Interest as now is or shall become due thereon and to Deliver unto Your Orator the possession and quiet Possession of the said House and pay all such Costs as

May become due for the said House untill Your Orator is so put in Possession thereof also all Costs of this Suit

May it Please this Honble Court to Cause the said Joanna Linn 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

Jno Sykes
Atty for the Compt

Dr Joanna Linn in account Current with Vengah Chitty Cr

1773				1774	
Jany 1st	To House Rent from the 1st January 1773 to the 1st May 1774 is 17 Months @ 2½ Pags p Month	42.21.		May 1st	By Ballance due - - - 42.21.
	Pagodas	42.21			Pagodas - 42.21.

Fort St George 1st May 1774
Errors Excepted

(664)

Filed the 23d May 1774

The Answer of Seanna Linsi

Fort Saint George Madraspatnam Sheweth

Defendant to the amended Bill of Complaint

of Mengah Chitty of Madras Inhabitant

Complainant

The Defendant now and at all time hereafter saving and Reserving unto herself all and all manner of Benefit and Advantage of Exception to the many Untruths Errors Uncertainties Insufficiences and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as She this Defendant is advised it doth materially concern her to make Answer unto She this Defendant Answereth and Saith That she is not Indebted unto the said Complainant in the full and just Sum of Twenty seven Pagodas and Thirty Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Eleven Pounds or in any Sum or Sum of Money what ever as unjustly Set forth in the said Complainants Bill of Complaint and Account thereunto annexed And this Defendant further saith that she never did at any time or times Occupy any House or premises the property of the said Complainant from Month to Month as unjustly set forth in the said Complainants said Bill of Complaint

This Defendant hath Answered the Narrative and charging part of the said Bill of Complaint

Complaint does now beg leave to set forth the Just and true Narrative and state of the Case which she this Defendant humbly hopes will not only Elucidate the matter in Question in this Cause But also Convince this Honble Court that the Complainants Demand is unjust and without foundation and that this Defendant is very unjustly Prosecuted and brought before this Honble Court to Answer for matters for which she is not in the least answerable or Accountable to the Complainant

This Defendant being much Indisposed in the Month of January One Thousand Seven Hundred and Seventy three was attended by One Marquies Louis Pondarium a Doctor in her Sickness And he having at that time occasion to Hire or Rent a small House in this Defendants Neighbourhood Employed a Servant belonging to this Defendant to Enquire for a House for him who discovering a small House Unoccupied belonging to and the property of One Caupah a Dancing Girl and not of the said Complainant as unjustly set forth in this said Bill of Complaint The Complainant being a poor Man and a person of no property was sent with the Key of the Premises and left it at this Defendants House on the Eighth day of the same Month of January saying that after he had Consulted his Friends that he would return the day following to this Defendants House in order to meet the said Marquies Louis Pondarium the intended Tenant That

Accordingly

Accordingly on the Ninth day of the same January the Complainant Came to this Defendants House and did meet with the said Marquis Louis Bondarum and told him that he had of the Premises mentioned in the said Bill of Complaint Two Pagodas and one half a Pagoda p Month and the same was delivered to him Accordingly - The Complainant with part of the Owners Caupah appearing to be wholly satisfied That on the Expiration of one Month to wit on or about the Ninth day of February One Thousand Seven hundred and Sixty three the Complainant on behalf of the said Caupah called on this Defendant Demanding Two Pagodas and one half a Pagoda for a Months Rent of the said House under a pretence that as the Key of the Premises was Delivered the said Marquis Louis Bondarum in the presence of this Defendant that this Defendant was Surety for the Months Rent upon which unjust Demand this Defendant absolutely denied being surety and insisted on the Complainants immediately turning the said Marquis Louis Bondarum out of the House if he refused paying the Months Rent Two Pagodas and one half a Pagoda then due - as this Defendant neither had or would become Surety for the Rent and that the Complainant might or should of the said Caupah take notice that this Defendant had therefore declared that she would have no manner of Concern with the said Marquis Louis Bondarum or the Owner of the House upon

Which the said Complainant went away and called upon this Defendant again or about the day following and Acquainted her that he had seen Marquis Louis Bondarum who appeared to be Intoxicated and was very abusive, and asked this Defendant her advice what to do - and this Defendant told him to apply to the Monthly Justice and to get the said Marquis Louis Bondarum turned out of the premises - That this Defendant never saw the said Marquis Louis Bondarum after the said Ninth day of February - But having some Demands upon him sent to Enquire at the said Premises for him and found out that the said Marquis Louis Bondarum had left and quitted the same on the Tenth of the same Month of February - But whether the said Marquis Louis Bondarum did or did not pay the Months Rent then due this Defendant knows not - as this Defendant heard no more of the affair nor was any further Demand made on this Defendant till about the Ninth of November now last past -

From the above Circumstances of the case This Defendant humbly Submits it to the Consideration of this Honorable Court - How or in what light she can be look'd upon as in any wise responsible for the payment of the said Rent: for it appears two glaring to admit of a doubt - That if the complainant on behalf of the said Caupah had thought this Defendant liable to the

The payment of the same why did he not make a Demand on
Defendant the Month after the said Marquis Louis Bendavan
had so quitted the premisses for the Rent then due Agreable to
Usage and Custom of Madras. But for to make a Demand for
Eleven Months Rent on this Defendant who was not responsible
for one Months Rent appears highly Unreasonable
For in Case she had been liable or Security for payment of the
Month Rent which this Defendant absolutely Denies, it cannot
be conceived that she would Continue to be Security for any longer

All Which Matters and things this Defen-
dant is ready and willing to Aver Maintain and prove as
Honble Court shall Direct and humbly prays to be hence Dis-
with her Reasonable Costs and Charges in this behalf most
wrongfully Sustained

Tho.s Johnson
Atty for the Defr

A Reposta de Joanna Linn,

Viuva em Madrasta Defendente, ao Quei-
xa de Venga Chitty abitante de Madrasta
Quixante.

Este Defendente agora, e datodo tempo de aqui por
diante Salvando e Reservando por sim, todo, e todo manceira de
Bemfeçie e avantagem de Excepçaõ das muitos erros incertedeens, e
Insuffiencias, e Imperfeceens ne dito Quexa se contem, por Reposta
das quais, ou de tanto quanto este difendente he Avisado, material
mente pertençe aella de fazer a Reposta, a sim ella Respondem
diz- Quella naõ sea devindo ao Quixante a Soma de Vinte
Bag.s cinto hum fanoens, dinheiro Corrente da Madrasta quaes
fas dinheiros estanline de Gramm Britanha, a Negaõ de Oito Xel-
ling por cada Bagode, a Soma de Onze Livres, ou em qual quer
Soma, ou Somas de dinheiro qualquer, como tem injustamente posto
no dito Quexa ene Conta anexado- Este Defendante mais diz,
que ella nunca algum tempo, ou tempo tinha devendo qualquer
Caza de dito Quixante de Mese Mes como diz injustamente no
dito Quexa- Este Defendante Reporteu e Narativo, espantes
Accusado no dito Quexa, Agora Rogo a Liberdade de dizer
a dereita Cauza, quaes ella humildemente espero que Condenara
a esta Honoravel Corte que a dita Demanda e injusta, e sem fu-
Uenço, e este Defendente injustamente proceguido e Citado
diante

Diante deste Honorable Corte, para responder as Malas
naõ he Respondente ao Quexante —

Este defendante estando muito Mal no Mez
Janeiro em 1773 foy atendido por hum Doctor Marques
daram em massa dunca Elle em aquelle tempo hav
que queria tomar hum pequeno Caza por alug
ca deste defendente, occupou ahum Servo deste Defendente
buscar huma Caza a ella, eo Servidor achou huma Caza
estava disoccupado pertencente ahum Papa Muddanç
do dito Quexante como injustamente elle se diz na sua
O quexante sendo hum home Sobre onde
Poder foy mandado com a Chave da dita Caza, e quando
Caza deste Defendente em Cite de Janeiro do mesmo Mez
que elle Consultaria com seus amigos, enternaria ao
dia a Caza deste Defendente, para encontrar com
Luis Pandaram, e disse a elle que alugueis da Caza
nada na rua Direita hana dous Pagodes Mejo por cau
e Chave foy entregado a elle Caza, e quexante na parte
ras de Cazer parasse que estava bem contente, e depois de
hum Mez, ou quazi as Nove de Fevereiro 1773, o quexante
da parte de Papa, como Defendente demendando dous Pag
emjo de alugueis, por hum Mez do dito Caza, com
por que a Chave da Caza foy entregado ao Marques Luis Pandar

Na prezenca deste defendente dizendo elle que este Defendante era Segurança
P alugueis de cada Mes, sobre qual injusta demenda, este Defendente absolu-
tamente nega de ser Segurança de alugueis, insistio logo ao quexante que
logo botasse fora da sua Caza ao Marquez Luis Pandaraõ, se que elle Refusasse
de pagar dous Pagodes emjo a conta de hum Mez, que elle devia como este
Defendente nunca hera, nem sera abegurança para os alugueis, e que o
equexante podia por parte de Papa tomar Noticia que este Defendente
tinha então declarado que ella naõ Convinha nada, nem importava
nada com Marquez Luis Pandaraõ, e nem com a Senhora da Caza, e
depois equexante foise embora, e veo no Segunte dia, e disse a ella que elle
encontrou a Marquez Luis Pandaram, e elle estava muito Bebado,
muito impatiente, e me preguntou qual
Cauza elle deve fazer, e este Defendente disse a elle, que queixase com a
Justica do Mes, e que lancasse fora a elle da sua Caza, e que eu naõ tenho
visto a Elle despois de Nove dias de Fevereiro, Mas tendo algumas
Demendas com elle Mandou Saber em sua Caza e buscar delle então eu
Soube que elle tinha largado a Caza, e sahido fora della e naõ diz de Mes
de Febreiro mesmo, Mas se a Marquez Luis Pandaras tem pagado o
alugues da Caza o que elle divia ou naõ, Eu naõ sey como este Defendente
Naõ tinha ouvido mais nada deste Materia, e naõ havia mais nenhum
demenda Sobre my athe Nove de Novembro prasado

As ditas circumstancis este defendente humildemente
Submitem a Consideraçaõ deste Honoravel Corte, em qual Sirve elle
para com a Respondente do Pagamento das ditas alugues, como he
estranho

(672)

Estranho de Admitir huma duvida se oquerante por parte do Suplicante cuida, que este Defendente he Obrigado do Pagamento, por que antes de naõ ser a demanda Sobre este defendente no Mes despois deste Morgado Luis Bandaras teve Largado a Caza pera os Legueis oque entaõ deve como por Custume de Madrasta, Porem defazer huma Demanda de Meus de Leguira sobre este Defendente, quem naõ hera obrigado nem por hum Mes, parece muy Incensistente, & Injustu Em Cauza alhea obrigado como fiador por pagamento de Aluguis de primeiro Mes que este Defendente absolutamente Negara, naõ hey percebido querella de fiador por mais largo tempo

Estou leale, e prompto para Verificar, Mantinaõ, e provar, como este Honorable Corte ade dereitar, e humildemente Rogo de aque em diante com suas Legnaul Custas, e Gastos neste Cauza, muy irrademente detentado

May 23 1774.

Sworn before me

George Baker Alderman

a Martha de Soanna Lim

th
Filed the 12 Aug.t 1774

The Replication of Vengah Chitty of Madras Inhabitant Complainant to the Answer of Soanna Limmant of the same place Inhabitant Defendant

This Repliant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties Insufficiences and Imperfections in the Defendants said Answer contained for Replication thereunto saith that all and Singular the Matters and things in this Repliant Amended Bill of Complaint are true, as the same are therein alledged and Expressed and that the Answer of the said Defendant is very Untrue evasive and Insufficient in the Law And for further Replication to that part of the said Answer wherein the said Defendant Setforth that She is not Indebted unto this Repliant in the Sum of Twenty Seven Pagodas and Twenty One fanams or in any other Sum of Money whatever, this Repliant Saith he doth not in his said Amended Bill Charge that the said Defendant is Indebted unto him this Repliant in the said Sum of Twenty Seven Pagodas and Twenty One fanams But in the Sume of Forty two Pagodas and Twenty One fanams, so that the said Answer is not in fact any proper Answer to the said Amended Bill and Should therefore, as this Repliant Conceives, be taken for a Fault Acknowledgement of the Debt by Answering to a Sum which is neither Charged nor Mentioned in the said Bill and not taking the least Notice of the Sum Charged and Sued for And this Repliant doth still humbly

Humbly Insist that the said Defendant doth stand Indebted unto this Repli-
in the said Sum of Forty two Pagodas and Twenty One Fanams Notwithstand-
any thing Alledged by her the said Defendant in her said Answer to the
liant further Saith that he this Repliant did Let unto the said Defend-
and the said Defendant did Hire or Rent of this Repliant the House in
tion in this Cause on and to Commence from the Ninth day of
One Thousand Seven hundred and Seventy three, She the said Defend-
therefore in Conse Answerable to him this Repliant for the Rent of the
Hous which She has kept Ever Since, She never having put this Repli-
in Possession thereof and whether She lived in it herself or Suffered any
person so to do is Immaterial to this Repliant, for as the the Said Defendant
Rented the said House from this Repliant She is Answerable for the Rent
therefore what She Sets forth of the said House being Occupied by One Mr.
Luis Pandaram, who She Calls a Doctor, and all the other things therein
-tions relative to the said House are Mear Matters of Evasion and cannot
Means avail her or Screen from the payment of the Rent of the said
- And in Order to Elucidate the Matters in Question in this Cause
to Shew that this Repliant's Demand is Just and well founded, and that
the said Defendant is Neither Unjustly prosecuted nor brought before this
Honble Court to Answer for Matters for which She is not in the Law Ans-
-rable or Accountable to this Repliant, as She Unjustly pretends this
Repliant Craves leave to Set forth - That on the said Eighth Day of
January One Thousand Seven hundred and Seventy three the said Defend-
Sent her Servant or a Person Named Moorgapen unto this Repliant

Desiring

Desiring to Rent the House in Question, And this Repliant with the Said
Moorgapen went to the Said Defendant with the Key of the said House, which
Key the said Defendant Received from this Repliant, desiring he this Repliant
would go to her the Next day, and that She the said Defendant would give
him this Repliant an Answer about the Renting of the said House, This
Repliant Accordingly went to her the said Defendant the Next day being
the said Ninth Day of the said Month of January, when the said Defendant
Agreed to take the said House and to allow this Repliant a Rent of Two
and a half Pagodas p. Month for it to Commence the said Ninth day of
January as aforesaid, therefore whether the said Defendant Occupyed or Lived
in the said House herself or not is very Immaterial to this Repliant as She
the said Defendant did Actually Rent it of this Repliant as aforesaid, This
Repliant further Saith that he absolutely denies to have Rented the said
House in Question to One Marquis Louis Pandaram, a Doctor, as the
said Defendant Unjustly Sets forth, and denies Every thing Set forth in the said
Answer Relative thereto, But doth Insist to have Rented the said House
to the said Defendant as aforesaid in which he this Repliant was Authorized
to do by Baupah the Owner thereof for and on Account of himself this
Repliant, and he this Repliant was by the said Baupah empowered
to Sue and prosecute any person in his this Repliant's Own Name who
might Refuse to pay the Rent of the said house to this Repliant untill a
Certain debt owing unto him this Repliant from the said Baupah is
fully paid, and Discharged, as p. Written Instrument power or Authority
from under the hands of the said Baupah which will on due time, if

Required

Required, be produced for the Inspection of this Honorable Court by
Repliant will Appear, which Said Debt is not yet Discharged, The
Repliant Conceives and humbly Insists that Exclusive of the said
from the said Pawpah the said Defendant is Answerable and Accoun
to this Repliant for the said House and Rent, having Rented it from
The said Repliant further saith, that by Virtue of the said Written
ment he this Repliant did Previous to his Renting the said House
the said Defendant Rent the said House to One Mr. Edward Lane and
many others, and duly Received the Rents thereof for three Years
without any Objections whatever it being well known that he the said
had an Authority so to do as aforesaid, This Repliant further
that he did on or about the Ninth day of the Month of February
Thousand Seven hundred and twenty three demand of the said
One Months Rent of the said House, But not on behalf of the said
nor under any such pretence of the said Defendant being Security
said Rent As the Key of the said House was Delivered to the said
Luis Bandanam in the presence of the said Defendant, as the Defendant
Unjustly Sets forth But because the said House was Actually let
the said Defendant aforementioned. On which Application the
Defendant requested this Repliant to go in her Name to the said
same and demand the said Rent, and this Repliant at first absolutely
refused to go to him but by the very earnest desire of the said Defendant

this

this Repliant went to him the said Bandanum on her the said Defendants
Name, and demanded the said One Months Rent, and the said Bandanum
then desired the said Repliant to tell the said Defendant that he would
send the said One Months Rent to her in four days time, which this
Repliant told the said Defendant, and the said Defendant promised
to pay this Repliant the said Rent as soon as Master Manning Mr.
Sellers Came Home, But the said Repliant absolutely against
denies that he this Repliant did demand the said Rent of the said
Defendant on Account of her being Security for the said Bandanum
for the said Rent the said House not having been let to the said
Bandanum by this Repliant, But this Repliant did
Demand the said Rent of the said Defendant on Account of the said
House having Actually been let to her as aforesaid, the said Repliant
does also deny that the said Defendant did make any such Declara-
tion as he alledges about the said Bandanum and her becoming
Security for the said Rent and having nothing to do with the said
Bandanum or the Owner of the said House, nor would any such
declaration have been of any Signification as the said Defendant
had Rented the said House as aforesaid, unless to shew that
the said Defendant was Answerable to this Repliant only for
the said Rent, This Repliant denies that any such Matters

passed

Passed between the said Defendant and him this Repliant the
day as she sets forth in her said Answer. This Repliant further
its very Immaterial to him this Repliant or his said demand what
the said Defendant saw the said Pondarum after the said Ninth
of February or not as She the said Defendant is Answerable for the
said House and the Rent of it as aforesaid. But this Repliant
absolutely denies that there was no further demand made of
the said Defendant for the Rent of the said House Untill about
the Ninth day of November now last past as the said Defendant
Unjustly Sets forth, On the Contrary this Repliant Saith that
this Repliant did on the Twentieth day of the said Month
any One Thousand Seven hundred and Twenty three demand of
said Defendant the Rent due for the said House and also the
of the said House, which Rent the said Defendant then promi
to pay to this Repliant as soon as Master Meaning the
Mr Sellers Came home, and that She would at the same
tender this Repliant Satisfaction for the Key of the said
saying that the said Pondarum had Absconded with
Consequence of which promise this Repliant went to her
Defendant the Next Morning, and found the said Mr Sellers
her, when this Repliant Repeated his Demand of the

for the Rent due for the said House and also for the Key of the House,
but instead of the said Defendant paying the said Rent or giving
the said Repliant any Satisfaction for the Key as She promised as
aforesaid this Repliant was very ill treated by the said Mr Sellers,
he the said Mr Sellers treating to beat this Repliant, when he this
Repliant told the said Defendant that he would put her in Court
In Reply to the Matter which the said Defendant in her said
Answer Submits to this Honble Court of her being Responsible for
the said Rent, why this Repliant did not make a Demand for the
said Rent the Month after the said Pondarum had quitted it &c this
Repliant saith that he this Repliant hath nothing to do with the said
Pondarum about the said House or the said Rent for the said Defendant
having Rented the said House was and is Answerable for the said Rent,
and this Repliant did not only demand the said Rent of the said
Defendant But She the said Defendant did also promise both to pay
the said Rent and for the Key of the said House, as She alledged the said
Pondarum had absconded with it as aforesaid, which clearly Shews that
the said Defendant did not only Rent the said House of this Repliant But
also that She was Sensible She was Answerable to this Repliant for
the said House and Rent as aforesaid Notwithstanding her Unjust
Allegations in her said Answer relative thereto, and this Repliant
Lastly saith that it plainly Appears to him this Repliant, and he
humbly

Humbly hopes and doubts not but that it will so appear to this Hon.
Court, that the said Answer of the said Defendant is Calculated for
other purpose than to Evade and if possible to tally Avoid the payment
of this Replicants said just Demand on her and keep him this Replt.
out of the Possession of the said house But which this Replicant hopes
hopes will not Avail her.

All which Matters and things this Replt.
Ready and willing to Aver Maintain and prove as this Hon.ble
shall direct and most humbly prays as in and by his said Bill
Complaint he hath already Prayed.

Sol.r Sykes.

Att.y for the Repl.t

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Extract from the Minutes of the Court Held at the Town Hall on
Wednesday the 1.st day of November Anno Domini 1774.

Present

George Savage Esquire Mayor
Reynold Adams James Hodges &
John Renton Aldermen

Vengah Chitty
vers
Joana Lynn.

Amended Bill with an Account Annexed Read.
Answer Read.
Amended Replication Read.

This Cause coming on to be Heard and debated this day in the Presence of the Attornies on both Sides on Reading the Complainants Amended Bill with an Account Annexed, The Defendants Answer The Complainants Amended Replication On Hearing the Pleadings made Use of by the Attorneys and on Due Consideration had thereon. It Appearing to the Court from the Proceedings that the Defendant has not delivered in a Rejoinder to the Complainants

Amended

Amended Replication notwithstanding a Rule for that Purpose having passed on the 6th day of September last as by the Minutes of the on that day will appear — The Defendant thereby Appear with the said Replication and allowing of the Justness of the Demand — This Court doth therefore think fit to Order and and doth Accordingly Order and Decree that the Defendant do unto the Complainant the full and just Sum of Forty Two Pagodas Twenty One fanams Pags 42. 21. / together with all such as now is or shall hereafter become Due thereon Untill full is made also all Costs of this Suit — and It is further Ordered Decreed that the Defendant do put the Complainant in Possession the House in Question and that the Defendant do pay the nant Rent at and after the Rate of Two and half Pagodas Untill he do put the Complainant in Possession of the said that the Defendant do pay all Costs of this Suit

Pour

4th 5. December 1774 —

To the Honorable the Mayors Court at Madraspatnam

Humbly Complaining Sheweth

unto this Honorable Court Your Orator Edward Pascal Captain in the service of the Honorable United Company of Merchants of England Trading to the East Indies late of Chingleput but at Present at Fort St George That Mootooviore Ramabadra Reddy of Chingleput Poligar Stands indebated unto Your Orator in the full and just Sum of One hundred and Thirty 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 Fifty five Pounds and four Shillings as will more fully and at Large Appear by a Transcript of a Bond or Writing Obligatory hereunto Annexed for the Inspection of this Honorable 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 Hontle Court that he hath frequently and in an Amicable Manner Requested Payment from the said Mootooviore Ramabadra Reddy of the said Sum of One hundred and Thirty Eight Pagodas —

But now so it is May it Please this Hontle Court

Court the said Mootoocore Ramabudra Reddy Obstinantly and Wilfully Refuse to pay the same or to give Your Orator any Manner Satisfaction touching the Premises Your Orator therefore Prays Relief such as to this Honorable Court shall appear Agreable to Law and good Conscience To the End therefore that the said Mootoocore Ramabudra Reddy may upon his Oath full true direct perfect Answer make to all and Singular the Matters and things herein before Sett forth and Alledged as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Thirty Eight Star Pagodas all such Interest as now is or shall hereafter become due thereon and Costs of this Suit

May it Please this Honorable Court to Grant Said Mootoocore Ramabudra Reddy to be Summoned and Required by Sheriff of Fort St George Town of Madraspatnam and the District personally to be and appear before this Honorable Court at a certain Day and Place to be by this Honorable Court prefixed and Appointed then and there to answer this Your Orator Bill of Compt and further to stand to abide by such Order and Decree therein as to this Honorable Court shall

Jno Sykes

Atty for the Compt

21 May 1774

I Mootoocore Ramabudra Reddy do hereby Acknowledge to have Borrowed and Received on my Urgent Occasion from Pascal Captain of Chengleput Garrison the full and Just Sum of 138 Star Pagodas Current which Sum One hundred and thirty Eight Star Pagodas Current which Sum I Promise to pay at the Rate of Twenty Three Pagodas — a month with in Six Months on or before the Twentieth November Next with such Interest that shall become due thereon at the Rate of Twelve per Cent p Annum that I give by my Consent Witness Paliam Sataramia Cella and Mungah Candiah

Ramabudra Reddy

Witness

Sataramien

Mungah Candiah

Polegar of Chengleput

A true Translate as near as can be from the Original in the Malabar Language by Davy Naiquem Sworn and Enterpreter

Jno Sykes

Atty for the Compt

Mayors Court at Madraspatnam } Tuesday the 13th day of Dec. Anno Domini

Present

George Savage Esquire Mayor

George Baker & Andw Majendie

Aldermen

Between Edmund Pascal late in the service of the Honble United East India Company Merchant Complt and Trading to the East Indies late of Chinglipat but now at Fort St George Complainant and Ramachundra Reddy of Chinglipat Defendant

The Defendant being in Court and not denying the Justness of the Complainants Demand, This Court do therefore think fit to Order and Decree and doth Accordingly Order Decree that the Defendant shall pay unto the Complainant the full just Sum of One Hundred and Thirty Eight Pagodas Pagodas 138 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

Mar

31st March 1774

To the Honble the Mayor's Court at Madraspatnam

Between Cavan Vencata Mooddiar by his Attorney Vellore Mudden of Madras Inhabitant Complainant

and Cholapatan of the said Place Deceased Defendant

To the Humble Petition of Polycatay Cashewah Mooddiar of Madras Inhabitant

Sheweth

That the Above mentioned Cholapatan by the Name of Coomaty Cholapatan Ellay for and in Consideration of the Sum of Five Hundred Pagodas Current Money of Madras Lent and Advanced Unto by your Petitioner Did on the Twenty Ninth Day of June which was in the Year of our Lord One Thousand Seven Hundred and Seventy Three Execute unto your Petitioner a Certain Instrument in the Malabar Language Purporting to be a Mortgage Obligation or Bond and thereby Mortgaged Unto your Petitioner his Heirs and Cholapatan aforesaid Certain Land lying in Length from East to West Thirty three feet and in Breadth from North to South Twenty three feet and a half together with the Buildings thereon Standing and Adjoining Measuring in Length from East to West the Northern Division feet and in Breadth from North to South the Eastern Division Twenty five feet and in Breadth from North to South the Western Division Twenty five feet and in Breadth from North to South the Southern Division Twenty five feet and a half which Mortgaged Premises are situated at Vellore Nuckel Pettah in Chinglepatty Venkatachellum's Alley Between the Premises of Venkatachellum and Brother and which Mortgage is written Jointly and Severally and Charge Appears by a Counterpart thereof Obligation or Bond and a Copy of the Title Deed Laboratory Bill of Sale of The

the said Thomas and Joseph have reason to Remain for the Inspection of this Honble Court touching your Petitioners most thumbly Prayer and Request that they may be Admitted as parties of this their Petition And your Petitioner further Shews unto this Honble Court that the Aforementioned Defendants by their said Attorney Levi Hollis did on or about the twenty first day of October which was in the Year of our Lord one Thousand seven hundred and Seventy three Exhibit a Bill of Complaint in this Court against the said Chelsea Pitty for the Sum of three Hundred and forty Pounds twenty one Shillings and Seven Pence which the said Chelsea Pitty not having obtained a Decree thereon which the said Chelsea Pitty not being satisfied this Honble Court did on or about the Eighteenth day of December following Award a Warrant issue against the said Chelsea Pitty for the said Sum and Costs which Warrant was by the Sheriff of Suffolk duly served on the said Thomas and Joseph the Defendants before named

Your Petitioner therefore most thumbly Prays that the said Defendants may be Ordered to Answer this Petition and that the Mortgage premises may be Decreed to be sold and the Debt due to your Petitioner with Interest and Costs of Suit paid out of the Produce of the Sale thereof and your Petitioner as in Duty bound will ever Pray

Thos Lucas Gray

Dan Shaw

Attorney for Petitioner

29th June 1773

Executors Chelsea Pitty do hereby Acknowledge to have given their Mortgage Bond to Lydia Gay and Jonathan Snodden of Medway Yeoman to pay & save my Aforesaid Executors Harmless for Signing their Bond to Lydia Gay for the Sum of Twenty Pounds Lawful Money of the Province aforesaid and Interest thereon the Condition of which Bond is such that if the above bounden Executors Chelsea Pitty Executor to the last Will & Testament of Mrs Elizabeth Thomas late of Medway Widow deceased do well & truly pay or cause to be paid unto the said Lydia Gay the Sum of Twenty Pounds Lawful Money aforesaid with Interest thereon at the Rate of Nine Pounds per Annum from the Date hereof then the above Obligation to be void & of none Effect otherwise to remain in full Force & Virtue

Have hereunto set my hand & Seal the Day & Year above written and Signed in the Presence of Abraham Bullard Chelsea Pitty

Signed Chelsea Pitty

Suffolk ss. Then the above named Chelsea Pitty Executor to the last Will & Testament of Elizabeth Thomas late of Medway deceased Acknowledged the above Instrument to be his free Act & Deed before me

Dan Shaw

Justice of the Peace

(684)

Norfolk ss. Then the above named Thomas Bullard Yeoman & Joseph Bullard Yeoman made Oath to the truth of the above Instrument by them Subscribed before me

Dan Shaw

Justice of the Peace

(3669)

Norfolk ss. Know all Men by these Presents that I Chelsea Pitty of Medway in the County of Norfolk Yeoman am held & firmly bound unto Lydia Gay of Medway aforesaid Widow in the Sum of Forty Pounds Lawful Money of Great Britain to be paid to the said Lydia Gay her Executors Administrators or Assigns for which Payment well & truly to be made I bind myself my Heirs Executors & Administrators firmly by these Presents Sealed with my Seal Dated the Thirty third day of March in the Thirteenth Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France & Ireland King Defender of the Faith &c Annoque Domini 1773

The Condition of this Obligation is such that if the above bounden Chelsea Pitty his Heirs Executors or Administrators do & shall well & truly pay or cause to be paid unto the above named Lydia Gay her Executors Administrators or Assigns the full Sum of Twenty Pounds Lawful Money aforesaid with Interest thereon at the Rate of Six Pounds per Annum from the Date hereof on the Thirty third day of March which will be in the Year of our Lord One Thousand seven hundred & seventy four without any Fraud Deceit or further Delay then the above Obligation to be void & of none Effect otherwise to remain in full Force & Virtue

Sealed & Delivered in the Presence of Abraham Bullard

Chelsea Pitty

Measuring in Length from East to West on the Northside Eastern fifteen
of the South Side Twenty five feet and in Breadth from North side
of the Eastern Division fifteen feet and the West and Principal Division
which Premises are Stated and Described in the Petition and Annexed
Vincent a Shilling Money Sterling the Name of Annuity and Rent
To Have and To Hold the Messuage and Ground and Premises
with the Appurtenances now belonging to the same unto the
Grantee Christopher Pelley his Heirs and Assigns for ever
Shall Pay
Shall bear and Bear all Duty Land Taxes
Paria Capitation and Assessed Taxes Imposed
or to be Imposed

Witnesses
Charles Lobb Esquire
Evan Kennedy Clerk

Signed Sealed and Delivered
George Pearson

A true Copy
David Shaw
Master's Solicitor

Petitioners Name Residence and Additions
Christopher Pelley of Madras Inhabitant and
Christian by Nation Gentleman

Defendant
The Executors of Edward Monckton
late of Madras Deceased

Madras ss Madras Office 18th August

The Respondents Answer to the Petition of
Which for any thing herein not hereafter Specially Denied or Acknowledged
to be true the Defendant Ought to be Advised is Prayed to be taken
as if Fully Answered and Denied in the Name of Executors Christopher Pelley
Petitioner Hath Exhibited against the Defendant in the Court of Choultry
of Madras Dated the 18th Day of August 1757 Setting forth that
the Defendant Edward Monckton late of Madras Deceased in his Life
Time and at the Time of his Death was Indebted to the Petitioner
in the Sum of Five Hundred Pagodas and upwards for Money Lent
and Advanced and Paid by the Petitioner at the Defendants Request
and for Interest due thereon and for Money Received by the Defendant
to the Use of the Petitioner and for Money Due on Account and
upon Balance of Account between the Petitioner and the Defendant
and that the Defendant Died Intestate and Left Assets to Satisfy
the Petitioners Demand and that Letters of Administration to the
Estate and Effects of the Defendant were Granted by the Worshipful
Court of Choultry of Madras to Mary Monckton Widow of the Deceased
and Sole Executrix of his Will and that the Petitioner Applied to
the Defendant Mary Monckton for Payment of the Debt Due to him
from the Defendant her Husband but that she Refused to Pay the same
Complaining that the Petitioner Ought to be Relieved against the
Obligations which he Executed to the Defendant Mary Monckton
Dowager and Executrix of the Will of the Defendant Edward Monckton
Deceased and Praying that the Defendant Mary Monckton Dowager
and Executrix of the Will of the Defendant Edward Monckton Deceased
may be Decreed to Accept of the Petitioner as a Creditor for the
Debt Due from the Defendant Edward Monckton Deceased to the Petitioner
and to Pay the same out of the Assets of the Defendant Edward Monckton
Deceased which Petition was Referred by the Worshipful Court of
Choultry to the Consideration of the Worshipful Court of Admiralty
and Thereupon the Defendant Mary Monckton Dowager and Executrix
of the Will of the Defendant Edward Monckton Deceased Appeared
to the Petition and Answered and Alledged that the Petitioner
Ought not to be Relieved against the Obligations which he Executed
to the Defendant Mary Monckton Dowager and Executrix of the Will
of the Defendant Edward Monckton Deceased and Praying that the
Petition may be Dismissed with Costs and that the Petitioner may
be Ordered to Pay the Defendant Mary Monckton Dowager and Executrix
of the Will of the Defendant Edward Monckton Deceased the Debt
Due from the Defendant Edward Monckton Deceased to the Petitioner
and to Pay the same out of the Assets of the Defendant Edward Monckton
Deceased which Answer was Referred by the Worshipful Court of
Admiralty to the Consideration of the Worshipful Court of Choultry
and Thereupon the Petitioner Christopher Pelley Exhibited a Bill
of Complaint in the Court of Choultry of Madras against the Defendant
Mary Monckton Dowager and Executrix of the Will of the Defendant
Edward Monckton Deceased Setting forth that the Defendant Edward
Monckton late of Madras Deceased in his Life Time and at the Time
of his Death was Indebted to the Petitioner in the Sum of Five
Hundred Pagodas and upwards for Money Lent and Advanced and Paid
by the Petitioner at the Defendants Request and for Interest due
thereon and for Money Received by the Defendant to the Use of the
Petitioner and for Money Due on Account and upon Balance of Account
between the Petitioner and the Defendant and that the Defendant
Edward Monckton Deceased in his Life Time and at the Time of his
Death was Indebted to the Petitioner in the Sum of Five Hundred
Pagodas and upwards for Money Lent and Advanced and Paid by the
Petitioner at the Defendants Request and for Interest due thereon
and for Money Received by the Defendant to the Use of the Petitioner
and for Money Due on Account and upon Balance of Account between
the Petitioner and the Defendant and that Letters of Administration
to the Estate and Effects of the Defendant were Granted by the
Worshipful Court of Choultry of Madras to Mary Monckton Widow of
the Deceased and Sole Executrix of his Will and that the Petitioner
Applied to the Defendant Mary Monckton for Payment of the Debt Due
to him from the Defendant her Husband but that she Refused to Pay
the same Complaining that the Petitioner Ought to be Relieved
against the Obligations which he Executed to the Defendant Mary
Monckton Dowager and Executrix of the Will of the Defendant Edward
Monckton Deceased and Praying that the Defendant Mary Monckton
Dowager and Executrix of the Will of the Defendant Edward Monckton
Deceased may be Decreed to Accept of the Petitioner as a Creditor
for the Debt Due from the Defendant Edward Monckton Deceased to the
Petitioner and to Pay the same out of the Assets of the Defendant
Edward Monckton Deceased which Petition was Referred by the Worshipful
Court of Choultry to the Consideration of the Worshipful Court of
Admiralty and Thereupon the Defendant Mary Monckton Dowager and
Executrix of the Will of the Defendant Edward Monckton Deceased
Appeared to the Petition and Answered and Alledged that the Petitioner
Ought not to be Relieved against the Obligations which he Executed
to the Defendant Mary Monckton Dowager and Executrix of the Will
of the Defendant Edward Monckton Deceased and Praying that the
Petition may be Dismissed with Costs and that the Petitioner may
be Ordered to Pay the Defendant Mary Monckton Dowager and Executrix
of the Will of the Defendant Edward Monckton Deceased the Debt
Due from the Defendant Edward Monckton Deceased to the Petitioner
and to Pay the same out of the Assets of the Defendant Edward Monckton
Deceased which Answer was Referred by the Worshipful Court of
Admiralty to the Consideration of the Worshipful Court of Choultry
and Thereupon the Petitioner Christopher Pelley Exhibited a Bill
of Complaint in the Court of Choultry of Madras against the Defendant
Mary Monckton Dowager and Executrix of the Will of the Defendant
Edward Monckton Deceased Setting forth that the Defendant Edward
Monckton late of Madras Deceased in his Life Time and at the Time
of his Death was Indebted to the Petitioner in the Sum of Five
Hundred Pagodas and upwards for Money Lent and Advanced and Paid
by the Petitioner at the Defendants Request and for Interest due
thereon and for Money Received by the Defendant to the Use of the
Petitioner and for Money Due on Account and upon Balance of Account
between the Petitioner and the Defendant and that Letters of
Administration to the Estate and Effects of the Defendant were
Granted by the Worshipful Court of Choultry of Madras to Mary
Monckton Widow of the Deceased and Sole Executrix of his Will and
that the Petitioner Applied to the Defendant Mary Monckton for
Payment of the Debt Due to him from the Defendant her Husband but
that she Refused to Pay the same Complaining that the Petitioner
Ought to be Relieved against the Obligations which he Executed to
the Defendant Mary Monckton Dowager and Executrix of the Will of
the Defendant Edward Monckton Deceased and Praying that the
Defendant Mary Monckton Dowager and Executrix of the Will of the
Defendant Edward Monckton Deceased may be Decreed to Accept of the
Petitioner as a Creditor for the Debt Due from the Defendant Edward
Monckton Deceased to the Petitioner and to Pay the same out of the
Assets of the Defendant Edward Monckton Deceased which Petition was
Referred by the Worshipful Court of Admiralty to the Consideration
of the Worshipful Court of Choultry and Thereupon the Defendant
Mary Monckton Dowager and Executrix of the Will of the Defendant
Edward Monckton Deceased Appeared to the Petition and Answered and
Alledged that the Petitioner Ought not to be Relieved against the
Obligations which he Executed to the Defendant Mary Monckton
Dowager and Executrix of the Will of the Defendant Edward Monckton
Deceased and Praying that the Petition may be Dismissed with Costs
and that the Petitioner may be Ordered to Pay the Defendant Mary
Monckton Dowager and Executrix of the Will of the Defendant Edward
Monckton Deceased the Debt Due from the Defendant Edward Monckton
Deceased to the Petitioner and to Pay the same out of the Assets
of the Defendant Edward Monckton Deceased which Answer was Referred
by the Worshipful Court of Admiralty to the Consideration of the
Worshipful Court of Choultry and Thereupon the Petitioner Christopher
Pelley Exhibited a Bill of Complaint in the Court of Choultry of
Madras against the Defendant Mary Monckton Dowager and Executrix
of the Will of the Defendant Edward Monckton Deceased Setting forth
that the Defendant Edward Monckton late of Madras Deceased in his
Life Time and at the Time of his Death was Indebted to the Petitioner
in the Sum of Five Hundred Pagodas and upwards for Money Lent and
Advanced and Paid by the Petitioner at the Defendants Request and
for Interest due thereon and for Money Received by the Defendant to
the Use of the Petitioner and for Money Due on Account and upon
Balance of Account between the Petitioner and the Defendant and
that Letters of Administration to the Estate and Effects of the
Defendant were Granted by the Worshipful Court of Choultry of
Madras to Mary Monckton Widow of the Deceased and Sole Executrix
of his Will and that the Petitioner Applied to the Defendant Mary
Monckton for Payment of the Debt Due to him from the Defendant her
Husband but that she Refused to Pay the same Complaining that the
Petitioner Ought to be Relieved against the Obligations which he
Executed to the Defendant Mary Monckton Dowager and Executrix of
the Will of the Defendant Edward Monckton Deceased and Praying that
the Defendant Mary Monckton Dowager and Executrix of the Will of
the Defendant Edward Monckton Deceased may be Decreed to Accept of
the Petitioner as a Creditor for the Debt Due from the Defendant
Edward Monckton Deceased to the Petitioner and to Pay the same out
of the Assets of the Defendant Edward Monckton Deceased which
Petition was Referred by the Worshipful Court of Admiralty to the
Consideration of the Worshipful Court of Choultry and Thereupon the
Defendant Mary Monckton Dowager and Executrix of the Will of the
Defendant Edward Monckton Deceased Appeared to the Petition and
Answered and Alledged that the Petitioner Ought not to be Relieved
against the Obligations which he Executed to the Defendant Mary
Monckton Dowager and Executrix of the Will of the Defendant Edward
Monckton Deceased and Praying that the Petition may be Dismissed
with Costs and that the Petitioner may be Ordered to Pay the
Defendant Mary Monckton Dowager and Executrix of the Will of the
Defendant Edward Monckton Deceased the Debt Due from the Defendant
Edward Monckton Deceased to the Petitioner and to Pay the same out
of the Assets of the Defendant Edward Monckton Deceased which
Answer was Referred by the Worshipful Court of Admiralty to the
Consideration of the Worshipful Court of Choultry and Thereupon the
Petitioner Christopher Pelley Exhibited a Bill of Complaint in the
Court of Choultry of Madras against the Defendant Mary Monckton
Dowager and Executrix of the Will of the Defendant Edward Monckton
Deceased Setting forth that the Defendant Edward Monckton late of
Madras Deceased in his Life Time and at the Time of his Death was
Indebted to the Petitioner in the Sum of Five Hundred Pagodas and
upwards for Money Lent and Advanced and Paid by the Petitioner at
the Defendants Request and for Interest due thereon and for Money
Received by the Defendant to the Use of the Petitioner and for
Money Due on Account and upon Balance of Account between the
Petitioner and the Defendant and that Letters of Administration to
the Estate and Effects of the Defendant were Granted by the
Worshipful Court of Choultry of Madras to Mary Monckton Widow of
the Deceased and Sole Executrix of his Will and that the Petitioner
Applied to the Defendant Mary Monckton for Payment of the Debt Due
to him from the Defendant her Husband but that she Refused to Pay
the same Complaining that the Petitioner Ought to be Relieved
against the Obligations which he Executed to the Defendant Mary
Monckton Dowager and Executrix of the Will of the Defendant Edward
Monckton Deceased and Praying that the Defendant Mary Monckton
Dowager and Executrix of the Will of the Defendant Edward Monckton
Deceased may be Decreed to Accept of the Petitioner as a Creditor
for the Debt Due from the Defendant Edward Monckton Deceased to the
Petitioner and to Pay the same out of the Assets of the Defendant
Edward Monckton Deceased which Petition was Referred by the Worshipful
Court of Admiralty to the Consideration of the Worshipful Court of
Choultry

such Title is not completed by reason of his not having given his respective
Title Deeds by which the Defendant Thomas held the Premises in question
and therefore the Priority is with the Respt and that no Relief ought to be
Defendant Thomas by paying off the Mortgage and deserves the Respondent
Interest Priority as it was the Business of the Petitioner at the time to have
his money to have insisted on the Title Deeds and to have been particularly
regard paid to the Validity thereof the Respondent further says that
he is ready to Change the Title of Sale being Mortgaged & that Petitioner
best verily believes that the Petitioner never tendered the Principal
the Money and Interest by him in his Bond or Petitioner Petitioner
that the Premises in question is a Copyhold Estate
with the Defendant Sarah deposeth the Respondent to the following Petition
to the Purport of the Bill & Answer and that the Contents thereof
as to the knowledge of this Defendant is true to the best of her
Defendant Thomas Rodway against the said Defendant
Defendant deposeth & saith the Respondent to Petition
Petitioner in the Bill mentioned & that he believes
Respondent Thomas Rodway in the Petition mentioned
Mortgage in the Petition mentioned & that the Contents
Mortgage is true to the best of his knowledge & belief
Petitioner Mortgage to the Respondent Thomas Rodway
Petitioner Mortgage to the Respondent Thomas Rodway
Petitioner Mortgage to the Respondent Thomas Rodway

Respondent's further charge is that the said Testator the Defendant Mortgagee the Premises to the Respondent as therein alleged but of the Premises and ought to make a Conveyance of the same to the Clear and discharged of the Respondent but the Respondent says it is on the Contrary suggesting the Testimonies to be true with an Incumbrance of Letting one recorded with the Mortgage of the Respondent said the Respondent lastly charge that by the Statutes of the Statutes of the Reign of King William and Queen Mary it is respectfully framed that Witness to the Deed and where there was two or more Mortgages which ought upon a Redemption to be made to the Mortgagee shall produce the same to the Mortgagor and Record in order to the Mortgagor Second Mortgagee the prior Mortgagee the Mortgagee shall Equity of Redemption of the said Mortgagor the Estate the Respondent further says that the said County of Guilty that there was an Incumbrance Mortgage from the Mortgagor with the said Incumbrance the first Mortgagee never had or received Satisfaction for the first Mortgage Deed thereof and the Respondent in his Schedule of the Original Bill of the Respondent therefore says that the said the first Mortgage in Satisfaction of the Original Bill by which the Defendant held Satisfaction that the Respondent ought to have foreclosed as the said Mortgage has not been paid off but remains owing to the said Respondent that the Court will be pleased to order the Respondent

Order and direct that the Estate of the said Solycatby Cashmore Mordaunt be Dismissed with Costs to be paid to the Respondent

Chas Bromley
Atty Respondent

A.D. 1867

L.A.

This is to Certify that Mr Speedamoney hath this day Appeared before Us and produced Thimbleby and Madewhite Heathcote Bonnet Esqrs Commissioners for taking Affidavits to be used in Her Majesty's Court of Chancery at Lincoln and hath shewn to us that he is Seized in Fee and Possession of a House and Ground Containing in Length from East to West Thirty three Feet and a half and in Breadth from North to South Twenty four Feet and a half together with a Piece of Ground Adjoining to the same in Length from East to West Twenty Feet and in Breadth from North to South Eleven Feet five Inches and all the Messuage or Tenement Hereditaments and Premises and that the same are free from any Mortgage Debts or Incumbrances whatsoever and that he has not Executed any Deed or Writing Conveying the same or any Part thereof to any Person or Persons whomsoever and that he is in Quiet Possession of the same and Receives the Rents Issues and Profits thereof for his own Use and that the Deeds and Writings relating to the said Premises have been Left with the said Mr Speedamoney by his Client Mr Solycatby Cashmore Mordaunt who is Entitled to the Equity of Redemption of the said Premises and that the said Mr Speedamoney is Desirous of Borrowing the Sum of Two Hundred Pounds upon the Security of the said Premises and for that Purpose hath Applied to the said Mr Solycatby Cashmore Mordaunt who hath Agreed to Lend him the same upon the Security of the said Premises and hath Accordingly Delivered the said Deeds and Writings relating to the said Premises to the said Mr Speedamoney for the Purpose of Depositing the same with us as a Security for the Repayment of the said Sum of Two Hundred Pounds with Interest for the same and that the said Mr Speedamoney hath Deposited the said Deeds and Writings with us accordingly and hath Executed a Memorandum of Deposit and Agreement in Writing bearing even Date herewith for the Purpose aforesaid and that the said Mr Speedamoney hath Executed a Bill of Sale of the said Premises to the said Mr Solycatby Cashmore Mordaunt for the Purpose of Securing the Repayment of the said Sum of Two Hundred Pounds with Interest for the same and that the said Bill of Sale is Deposited with us as a Security for

(696)

The Seal of the County Court at Fort St George the Assizes this 4th day of May One thousand Seven hundred and Sixty three

Witnesses

Robt Palk
Chas Bourchier
} Justices

Fort St George 30th March 1763

Registered in Fort St George this 25th day of May 1763

James Bourchier
Regr

Examined and Compared with the Original and Attested to be a true Copy by me

Chas Bromley
Att Pub

1st 1763

(697)

339

Know all Men by these Presents that We Mesplee Lammoy Jorawn Gurrapah Chetty and Lingapah Chetty Inhabitants of Madras are held and firmly bound unto the Honble United Company of Merchants of England trading to the East Indies in the Sum of Pagodas Three thousand Two hundred and Forty Six and two Fanams to be paid to the said Honble United Company their Successors or Assigns for the true Payment whereof We bind ourselves and each of us by himself for the whole our and each of our Heirs Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals and dated this 22d day of November in the Year of our Lord One thousand Seven hundred and Seventy two and in the Twelfth Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c

Whereas the above bounden Mesplee Lammoy Jorawn Gurrapah Chetty and Lingapah Chetty have this day executed unto the Honble United Company of Merchants of England trading to the East Indies a Mortgage Deed of a Piece of Ground situate at Madras aforesaid and bounded as therein is mentioned and described as by the said Mortgage Deed relation being thereunto had may more fully and at large appear Now the Condition of this Obligation is such that if the above bounden Mesplee Lammoy Jorawn Gurrapah Chetty and Lingapah Chetty their Heirs Executors or Administrators or any of them shall and do well and truly pay or cause to be paid unto the said Honble United Company their Successors or Assigns the full Sum of Pagodas Three thousand Two hundred and Forty Six and two Fanams on the Day and Time and in the Manner and Form mentioned and specified in the Condition of the said Mortgage Deed without Fraud or Delay then this present Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed and Delivered by the above bounden Mesplee Lammoy Jorawn Gurrapah Chetty and Lingapah Chetty in the Presence of us

Witnesses
Lalchapaven Ignoondeh
Chundoo Nerrinondo

Mesplee Lammoy Jorawn Gurrapah Chetty
Lingapah Chetty

Translated from the Original Malabar by Chundrapah Seeven Interpreter

Chas Bromley
Att Regr

Fort St George 30th March 1774

Examined and Compared with the Original and Attested to be a true Copy by me

Chas Bromley
Att Pub

Madras 22d Novr 1772

Whereas we Mesplee Lammoy Jorawn Gurrapah Chetty and Lingapah Chetty have executed unto the Honble United Company of Merchants of England trading to the East Indies a Mortgage Obligation and Bond for the Sum of Pagodas Three thousand Two hundred and Forty Six and two Fanams for the Payment of Pagodas Three thousand Two hundred and Forty Six and two Fanams on the Day and Time and in the Manner and Form mentioned and specified in the Condition of the said Mortgage Obligation and Bond relation being thereunto had may more fully and at large appear Now we the said Mesplee Lammoy Jorawn Gurrapah Chetty and Lingapah Chetty do hereby declare that the said Mortgage Obligation and Bond was executed by us for the Sum of Pagodas Three thousand Two hundred and Forty Six and two Fanams only and not for any greater Sum or Value whatsoever

Witness our Hands at Madras aforesaid this 22d day of November in the Year of our Lord One thousand Seven hundred and Seventy two and in the Twelfth Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c

Witnesses
Lalchapaven Ignoondeh
Chundoo Nerrinondo

Mesplee Lammoy Jorawn Gurrapah Chetty
Lingapah Chetty

Translated from the Original Malabar by Chundrapah Seeven Interpreter

Chas Bromley
Att Regr

Interrogatories to be Administered
unto Witnesses as shall be Produced Sworn and
Examined in a Cause depending
and at Issue in the Honble the Mayor Court
at Madraspatnam wherein Edward
Cartwright Executor of Allen Ingledew
Petitioner and Cowen Wedmore Maddox
his Attorney John Maddox of Madraspatnam
Inhabitant is Respondent on the Part
Cause in the said Court wherein the said
Cowen Wedmore Maddox by his Attorney
the said John Maddox is Complainant
and the said John Maddox Respondent
On the Part and Behalf of the Petitioner

1st Deponent knows the Parties Petitioner Respondent Defendt
Master Maddox in the Letters Patent Interrogatories Named or either and which of them
Declare

2d Ditto Has Deponent seen the Bond or Writing in the Letter Language Mark
Letter A mentioned to be your Hand and Seal and Delivered in your Name
You by whom was the same Signed and Sealed and Delivered as Your
Act and Deed and Whether the Signing and Sealing of such Bond
are your Names subscribed as Witnesses thereto and Specify the
Do you or Do you not know or believe any or what Sum or Sums
was or were paid in Consideration of the said Bond If Yea what Sum
Sums of Money

Consideration was or were the same so Paid and to whom the Whole of that Matter
According to the best of your Knowledge Remembrance and belief together with the
Reasons of such your belief fully and particularly Declare

3d Ditto Do you or not know of any other matter or thing as how you heard or can you
say for or any thing touching the Matter in Question in this Cause that
may tend to the Benefit or Advantage of the Petitioner If Yea Declare
the same as you know have been informed or do believe together with
the Reasons of such your belief so fully as if you had been thereunto
particularly Interrogated

Dan Shaw

Attorney for the Petitioner

Between Edward Cartwright Executor
of Allen Ingledew Petitioner and Cowen
Wedmore Maddox by his Attorney John Maddox
of Madraspatnam Inhabitant Respondent
on a Certain Cause in the said Court wherein the
said Cowen Wedmore Maddox by his Attorney
John Maddox Complainant and the Obstinate
of Madraspatnam Defendant
On the Part of the Petitioner

Major Cowan
Madraspatnam

Deposition of Witness produced and Sworn before the Examiner
in this Court as follows

Narrative Corporal Law of Madraspatnam lawfully aged 28 Years or thereabouts
being Produced and Sworn in this Cause on the Part of the Petitioner was

m

Interrogatories to be Administered
on the Part & Behalf of the Petitioner
Examined on a Certain Affair now Depending
and at Issue in the Honble the Mayors
at Madras between Cheshavaloo Modeliar
Petitioner and Coven Vedavanada Modeliar
his Attorney Jn.o Maddox of Madras afsd
Inhabitant Defendt in relation
Caveat in the said Court thereupon
Coven Vedavanada Modeliar by his Attorney
the said John Maddox complainant
& Cheshavaloo Modeliar Inhabitant
of Madras aforesaid Defendt
On the Part & Behalf of the Petitioner

To Nainiahsamy Modeliar Mootien Modeliar } 1st Do you know the Parties Petitioner Respondt & Caveator in the Title of these Interrogatories Mentioned & Do you know or believe the Petitioner is Dead or Alive

Declare.

To Ditto. 2d Were You present the Day & Time Mentioned in the Deposition hereunto Annexed Marked Letter A and Do you Believe the Name Signed as Deponent thereto is the Proper Hand Writing of the Deponent

Declare.

To Ditto. 3d Do you know of any other Matter or Thing as to which You have been or can be Examined on the Part & Behalf of the Petitioner touching the Premises in Question in this Cause

Declare.

To Ditto. 4th Do you know or believe that the Deponent in the Deposition hereunto Annexed Marked Letter A is Dead or Alive

Declare.

To Ditto. 5th Do you know or believe that the Deponent in the Deposition hereunto Annexed Marked Letter A is Dead or Alive

Declare.

Consideration was or were the same or Paid and to whom the Whole of that Matter According to the best of your Knowledge Remembrance and Belief together with the Reasons of such your Belief fully and Particularly Declare.

To Ditto 3d Do you know of any other matter or thing as to which you have been or can be Examined on the Part & Behalf of the Petitioner touching the Matter in Question in this Cause that may tend to the Benefit or Advantage of the Petitioner. If yea 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 Interrogated.

Dan.l Shaw

Attorney for the Petitioner

Mayors Court at Madras Patnam

Between Cheshavaloo Modeliar Petitioner and Coven Vedavanada Modeliar by his Attorney John Maddox Inhabitant Respondent

In a Certain Caveat in the said Court wherein the said Coven Vedavanada Modeliar by his Attorney John Maddox Complainant and Cheshavaloo of Madras aforesaid Defendant Both Parties to the Petition

Deponent being Sworn & Affirmed on the Holy Evangelists before the Examiner in the Cause of the Petitioner

Nainiahsamy Son of Valoo of Madras Merchant by Age 77 Years or thereabouts being Produced on the Interrogatories in the Cause on the Part of the Petitioner

on

on the 6th day of June 1774 Known in Person at the Office of Mr Charles Berry
who is Attorney for the Respondent by Cowdasparkony Servant to Sheriff
left there a Note of the Name Title and Place of abode of the said Deponent
and afterwards on the 8th Day of the same Month being Examined
Deposeth as follows Viz.

1st ..... To the first Interrogatory this Deponent saith that He doth know the Petitioner
Polycalay Cathanah Modaliar in this Cause and that He hath been acquainted
Twenty years or thereabouts and that He doth also know the Respondent Cow
Vediandah Broodaliar in this Cause and that He hath been known to Both
or Nine Years and that He doth believe Annah Cholaiapah the Defendant
in this Cause and that He hath been acquainted with Her Five Years and
upwards and that He hath no Interest in the Event of this Cause

2d ..... To the second Interrogatory this Deponent saith that He doth know
the Bond in the Interrogatory Mentioned to be executed by the Defendant
Annah Cholaiapah and that He was present and saw the said Bond
executed by the Defendant and that He is a Witness to the said Bond
Bond was signed by Cholaiapah and delivered to Polycalay Cathanah
Broodaliar and that this Deponent was a Witness to the Signing
delivery of the said Bond and that this Deponent knows the Contents
as a Witness to the same and that the Sum therein mentioned to be
advanced by the said Polycalay Cathanah Broodaliar to the
within named Cholaiapah and that the
Deponent does know that Hundred Rix Dollars
in Cash in Liquidation of the said Bond and that Two Hundred Rix Dollars
paid in Consideration of the said Bond and that the said Five Hundred
Pagodas

Pagodas were paid by this Deponent unto Cholaiapah the Defendant
in this Cause on the Twenty Ninth Day of June in the year of our Lord
one Thousand Seven Hundred and Seventy three and that the said five
Hundred Pagodas were in Consideration of the said Bond and of a Bill of
Sale of the Estate of the said Cholaiapah and that the said Bill of Sale was
given by the said Cholaiapah unto Polycalay Cathanah Broodaliar and
that the said Sum of Five Hundred Pagodas were paid by this Deponent
unto Cholaiapah the Defendant in this Cause And more to all the
matters in the last Interrogatory

Which
Examn

Mayan Cowrapah
Madrasapatnam

Witness Polycalay Cathanah Modaliar
of Madras Inhabitant and Petitioner in Cause
Vediandah Broodaliar by his Attorney below
Resident of Madras aforesaid Inhabitant
Respondent in a Certain Cause now depending in the said
Court wherein the said Cause Vediandah
Broodaliar by his Attorney the said Petitioner
Madras Company and Cholaiapah
of Madras aforesaid Defendant
On the Part of the Petitioner

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

Moore Moodaliar of Madras Gentleman aged 80 Years or thereabouts being Produced as a
Witness

Within in this Cause Between the Parties of the Petitioner were on the 6th day of June 1777 Sworn in Court at the Office of Mr. Chandler Bromley one of the Attorneys for the Respondent by Cowdy Sahatany Servant to the aforesaid Attorney a Native of the Nation called Malabars of the said Dispondent aforesaid and afterwards on the 8th Day of the same Month being Sworn and Examined Deposeth as follows viz.

1st. To the first Interrogatory this Deponent saith that he doth know the Petitioner Lolycalay Cashanah Mondalier in this Cause and that he doth so know him Twenty Years or thereabouts And that he doth also know the Respondent Cowan Vidiamada Mondalier in this Cause and that he hath so known him Fifteen Years or thereabouts And that he doth also know the Defendant Cholia Pah Mondalier in this Cause by Name only and not by Sight and that he hath so known him Eight Years or thereabouts and more

2d. To the second Interrogatory this Deponent saith that the Bond or Writing in the Malabar Language Marked Letter A now shewn unto him and now exhibited in this Deponents presence and that the said Bond was signed and Delivered in this Deponents presence by Cholia Pah the Defendant in this Cause and that the said Lolycalay Cashanah Mondalier the Petitioner in this Cause and that this Deponent was Witness to the Signing and Delivery of the said Bond and that this Deponent can Read and Write the Malabar Language and that he hath read the same and that this Deponent knows that the same doth in Language and Meaning agree with the Translation of the said Bond and that Five Hundred Pagodas were paid unto the

Twenty Ninth day of January in the Year of our Lord one Thousand Seven Hundred and Seventy Nine and that the said Five Hundred Pagodas were paid by Nammoory Mondalier Boothan to the said Lolycalay Cashanah Mondalier and that it was paid in Consideration of the said Bond and of Bills of Sale of the Towns of the said Cholia Pah and that the said Five Hundred Pagodas were paid unto Cholia Pah the Defendant in this Cause by Nammoory Mondalier as this Deponent knows and more saith not to this or the last Interrogatory

Wm. Cleaveland

(P) 21

(708)

Answer with Copy of a Title Deed and Translate of a Mortgage Bill
Annexed Read

Interrogatories on the part of the Petr with Translate of a Mortgage
Bond & Obligation annexed Read

Two Depositions taken thereunto Read

One Exhibit on the part of the Petr Read

One Exhibit on the part of the Respondent Read

The Matter in Dispute between the Petr Joseph
Cashwater Mordally and the Respondent Evan Vaughan Mordally for
Attorney Petn. Madden coming on to be Determined this Day on Reading
the Petition and Petition thereto Answer the Interrogatories and
Depositions on the part of the Petitioner with their Exhibits Annexed
Exhibit on the part of the Petitioner One Exhibit on the part of the
Respondent On Hearing the Pleadings Depositions and Exhibits
& by the Attorneys and due Consideration had thereon This Court
doth Think fit to Order & Decree Accordingly & Doth Adjudge the Petitioner
Petitioner do stand Dismissed with Costs

Hanc Extract

Filed the 25th July 1774.

The Amended Rejoinder of
Dennis Mc Donough Esqr to the
Replication of Annesley Gun Mordaunt
Esqr & others

This Defendant Saving and Reserving to himself all and all manner of Benefit and
Advantage of Exception to the many Manifold & Great Uncertainties
Insufficiences and Imperfections in the said Replication contained
for Rejoinder thereunto This Defendant Saith He doth still Wholly Insist
upon the Matters and Things in his Defendants Answer to the Bill
of Complaint and for and Denies and Disaffirms that the
Law in the Replication mentioned and Sometimes the
Property thereof Belonged and Appertained to the said Plaintiffs
as in the said Replication is Alledged and that the said Replication
is Otherwise Insufficient in Law for this Defendant to Answer unto
and this Defendant is Ready to Aver as this Court shall Award
Wherefore for want of a more Sufficient Replication this
Defendant Prays as in and by his Answer he hath Already Prayed
and Insisted upon

Replication

The Plaintiffs Replication to the Defendant Dennis Mc Donough's
Answer to their Bill of Complaint

The Plaintiffs Replying to the Answer of the said Defendant Dennis
Mc Donough to their Bill of Complaint Say that they will aver
maintain and prove their said Bill to be true certain and sufficient
in the Law to be Answered unto by the said Defendant and that the
said Defendant's Answer is uncertain untrue and insufficient to be
Replied unto by these Plaintiffs Without this that any other matter
cause or thing whatsoever in the said Defendant's Answer contained
material or necessary for these Plaintiffs to Reply unto and not
hereby or otherwise sufficiently Replied unto confessed or Avoided
traversed or denied is true All which matters these Plaintiffs are
Ready to Aver maintain and prove as this Honourable Court shall
direct and Award and Humbly pray as they have already prayed
that the said Defendant may Answer the premises Absolutely

absolutely deny the Same or Any Part or Parcel thereof
as the Same is therein and thereby Charged and
Alledged against them and this Defendant doth
Admit that the Said Complainant hath Exhibited
his Said Bill of Complaint in this Honble Court
as in the Said Replication is Alledged and this
Defendant doth Admit that the Said Complainant
hath Examined Witnesses in the Cause as in the
Said Replication is Alledged and this Defendant
Admits that the Said Witnesses were Examined
Accordingly as in the Said Replication is Alledged
and this Defendant doth Admit that the Said
Complainant hath Obtained an Order of this
Honble Court for Publishing the Depositions
taken in the Said Cause as in the Said Replication
is Alledged and this Defendant doth Admit that
the Said Depositions were Published Accordingly
as in the Said Replication is Alledged and this
Defendant doth Admit that the Said Complainant
hath Obtained an Order of this Honble Court
for Setting down the Said Cause to be Heard
upon Bill Answer Replication and Depositions
as in the Said Replication is Alledged and this
Defendant doth Admit that the Said Cause
was Accordingly Set down to be Heard upon
the Said Bill Answer Replication and Depositions
as in the Said Replication is Alledged and this
Defendant doth Admit that the Said Cause
was Accordingly Heard upon the Said Bill
Answer Replication and Depositions as in the
Said Replication is Alledged and this Defendant
doth Admit that the Said Cause was Heard
by the Honble Sir Richard Pepper Arden Knt
Master of the Rolls as in the Said Replication
is Alledged and this Defendant doth Admit
that the Said Master of the Rolls was pleased
to Direct the Said Cause to Stand over for
Judgment as in the Said Replication is Alledged
and this Defendant doth Admit that the Said
Cause was Accordingly Ordered to Stand over
for Judgment as in the Said Replication is
Alledged and this Defendant doth Admit that
the Said Cause was Accordingly Ordered to
Stand over for Judgment as in the Said
Replication is Alledged and this Defendant
doth Admit that the Said Cause was Accordingly
Ordered to Stand over for Judgment as in the
Said

Journal

further saith that the pretending Interlocutors of the said Replyand Creditors
which he mentions in the Letter which is lodged in Process concerns this
Defendant not the Matters in Question in this Cause That Defendant
does still say that he does not remember that any such Conversation
hapned but in case it did happen this Defendant does not remember the said
Replyand Alledges and this Defendant therefore absolutely denys that
Replyand Alledges and this Defendant does still absolutely deny that
he did or does thereby or any other Occasion make any kind of promise
that the said Replyand or that
that he would grant any Interest Bond to the said Replyand for the
he owed the Accountable to the said Replyand for the Amount of the
and Bond referred to he received it As the said Replyand Expressly
Libelled This Defendant does still deny that he knows or remembers
any thing of this Paragraph which the Replyand mentions he knows but
Cause by the said Ramsay Tullis and the said Replyand or can say anything
and engages to Prosper the said Replyand or can say anything
that the said Ramsay Tullis and the said
Replyand without this Defendant to mention in the Last Affidavit
this Defendant As this Defendant has made deny that he
this Defendant As this Defendant has made deny that whatever made the said
Circumstances Claim or to any thing whatever
Errors Creditors in the Surrendering of the said Replyands property
as he Alledges As this Defendant neither knows or Surrendered
any part of the property of the said Replyand or has any property of the
the said Replyand to surrender This Defendant further saith that he
does still absolutely deny that As this Defendant did either by Writing or

of the said Conveyance within mentioned or any part thereof
the Consideration thereof or any Interest to arise or grow due for the same
Respondent the Executors of the said Replycant or this Defendant
Testator and the said Replycant his Bill of Complaint and Replycant
Defendant does admit that he might require the said Replycant
Satisfaction required by him in his said Bill of Complaint
Explication touching the Premises but this Defendant humbly
Replycant any Engagement Entered into by the said Executors
with this or the said Replycant without this Defendant Conclusion
was absolutely the Case with regard to the Engagement of the
said Replycant from the said Executors Engagement
time for any such Engagement to grow due against
this Defendant does not believe or expect this Defendant
up the Replycant the Penal Bond of the said Robert
in this Cause as the Replycant may not be able to
Replycant having Expunged all his Right and Title
thereto or to the Money thereby Secured Wherefore
made or and to the Premises by the said Bond
Further answering this Defendant says that
said Replycant any Right to Receive any Value
Defendant for the said Replycant made the said Executors

he did not make the same for or on Account of any Value to be given by
him this Defendant to the said Replycant but that this Defendant stands
to Account to the said Replycant for the same Wherefore any Value
Received or to be Received by the said Replycant on account or in respect
Value from the said Executors and not from this Defendant
The said Old Bond having been Delivered with this Defendant by the
said Executors and not by the said Replycant for the purposes
set forth in this Defendants Answer Therefore the Matter of Value
or Consideration in relation to the said Executors and the said
Replycant not and not between the said Replycant and this Defendant
This Defendant doth therefore Demur and humbly insist
that the said Replycant and Demand Ought to be Dismissed with
Costs And this Defendant according to Law
Renewed Bond of the said Robert should and ought
or Equity to be delivered up to the Replycant for the said Replycant
any Right or Interest to claim or demand from this Defendant this
Defendant further saith that the Executors in Answer
whether the said Replycant the said Executors
any Transaction or dealing together as to the
delivery of the said Original Bond of the said Robert
or whether he did deliver the same to the said Executors with a
View of strengthening for the said this Defendant that he or the
of the said Matters or Things in the Answer for delivering the said
Bond to the said Executors in Order that the said Executors
might

Defendant doth not admit or deny that the said Plaintiff hath
or hath not in this Affair run in the Score of any Sum of Money
any Contribution or other between this Defendant and the
Executors &c. of the Defendant to the said Lord giving further
Inquired by the Order in that this Defendant being by reason
by virtue of the said Plaintiff's Letters Patent or otherwise
Matters and Causes in the Bill of this Defendant shewn to be
Matter lays between the said Executors &c. and the said
And that this Defendant is not by any Ways or Means
by any Means Accountable for the Acts of the said Executors
doth not by Colour of this Defendant's Office or without
Power or Authority and Discharge of the said Plaintiff
And that this Defendant hath not nor ever had in his
this Defendant to the said Executors &c. or to any
Sum or Sums of Money Goods or Chattels Debts or Sums
Executors &c. of the said Defendant for or by Reason
Defendant hath not nor ever had in his Hands Custody

(73A)

Defendant and Executrix for and Emaginary Debt of the said Testatrix
And in that Sum should Due the Case Shall and Writing or Account
And in what Sum of Such should Due the Case Shall and Writing or Account
should have been given for the same And say the Defendant why the said
Bond was to be void and of none Effect Defendant Saith that the said
Defendant Saith that the Plaintiff ought not to have
the said Captain Lord aforesaid Bond with the Defendant
but that the same was Lodged with the Defendant and the
said Bond was given and Lodged with the Defendant
as the Act of the Testatrix Executrix Defendant
Defendant and that the Plaintiff Captain Lord
Executrix Defendant Saith that the Plaintiff Captain Lord
Executrix Defendant Saith that the Plaintiff Captain Lord
Executrix Defendant Saith

Accountable for to this Defendant this Defendant further doth
Shew it is neither true or likely that the said Annatachillum
Shabit is neither Executor or Administrator of the Body
Mandalay Mandalay Burmah Country for this Debt or this Money
herein Accountable for this Defendant further answereth
very Reasonably the Case—nor does this Defendant Recollect that
the said Annatachillum gave him this Defendant any other
Writing than those aforementioned and called to which this Answer
doth this Defendant should Recollect or find any other Writing
of the said Annatachillum Relative to the Affair this Defendant
will produce the same in this Court & Agreeable to the
Prayer of the said Complainant Is Requested to exhibit this
Complainant Oath and Interrogatories to be Administered to the said
Annatachillum in this Cause which the said Complainant Hereby
Offers to make Oath to the Truth thereof Hereing prays
that the said Annatachillum may be Compelled to Answer
Plaintiff and Defendant Hereing prays that the said Annatachillum
Executor and Administrator of the Body Mandalay Burmah
Country may be Compelled to Answer this Bill of Complaint
Letters Rogatory to the Mandalay Burmah Country Hereing
Prays that the said Annatachillum may be Compelled to
Answer Plaintiff Interrogatories to be Administered to the said
Annatachillum

said Defendant as a Surety with the said Defendant Stephen
aforesaid Under a Certain Bond to Him the said Plaintiff
bearing Date the Day and Year first above written Condi-
tioned for the Due Performance by the said Defendant
Stephen of his Duty as Collector of the Parish
Rates and Assessments for the said Parish for the
Year of our Lord One Thousand Eight Hundred and
Eighteen And the said Plaintiff in his said Declaration
Alleges that the said Defendant Stephen was duly
Elected Appointed and Sworn into the Office of
Collector of the Parish Rates and Assessments for
the said Parish for the said Year of our Lord One
Thousand Eight Hundred and Eighteen and that
the said Defendant Stephen afterwards and during
his Continuance in the said Office of Collector
of the said Parish Rates and Assessments for the
said Year received and Collected divers Sums of
Money amounting in the whole to a large Sum
of Money to wit the Sum of Two Hundred Pounds
of the Money of the said Parish Rates and Assess-
ments for the said Year and that the said Defend-
ant Stephen afterwards and during his Continuance
in the said Office of Collector of the said Parish
Rates and Assessments for the said Year became
Indebted to the said Plaintiff in the said Sum
of Two Hundred Pounds of the Money of the said
Parish Rates and Assessments for the said Year
so received and Collected by the said Defendant
Stephen as aforesaid and being so Indebted he
the said Defendant Stephen afterwards and during
his Continuance in the said Office of Collector
of the said Parish Rates and Assessments for the
said Year to wit on the Day and Year first above
written at the Parish aforesaid in the County
aforesaid undertook and faithfully promised the
said Plaintiff to pay him the said Sum of Two
Hundred Pounds when he the said Defendant
Stephen should be thereunto afterwards and
during his Continuance in the said Office of
Collector of the said Parish Rates and Assess-
ments for the said Year requested Yet the said
Defendant Stephen not regarding his said Under-
taking and Promise but contriving and fraudu-
lently intending craftily and subtilly to deceive
and defraud the said Plaintiff in this behalf
hath not yet paid the said Sum of Two Hundred
Pounds or any Part thereof to the said Plaintiff
although often requested so to do but hath hitherto
wholly refused and still doth refuse to pay the
same to the said Plaintiff to his Damage of
Two Hundred Pounds and therefore he brings
his Suit &c.

And the said Defendants by their Attorney
aforesaid come and defend the Wrong and Injury
when &c. and say Actio non because they say
that the said Plaintiff his said Action aforesaid
against them ought not to have or maintain
because they say that the said Defendant Stephen
was duly Elected Appointed and Sworn into the
Office of Collector of the Parish Rates and Assess-
ments for the said Parish for the said Year of
our Lord One Thousand Eight Hundred and
Eighteen and that the said Defendant Stephen
afterwards and during his Continuance in the
said Office of Collector of the said Parish Rates
and Assessments for the said Year received and
Collected divers Sums of Money amounting in the
whole to a large Sum of Money to wit the Sum
of Two Hundred Pounds of the Money of the said
Parish Rates and Assessments for the said Year
and that the said Defendant Stephen afterwards
and during his Continuance in the said Office of
Collector of the said Parish Rates and Assess-
ments for the said Year became Indebted to the
said Plaintiff in the said Sum of Two Hundred
Pounds of the Money of the said Parish Rates
and Assessments for the said Year so received
and Collected by the said Defendant Stephen as
aforesaid and being so Indebted he the said
Defendant Stephen afterwards and during his
Continuance in the said Office of Collector of the
said Parish Rates and Assessments for the said
Year undertook and faithfully promised the said
Plaintiff to pay him the said Sum of Two Hundred
Pounds when he the said Defendant Stephen
should be thereunto afterwards and during his
Continuance in the said Office of Collector of the
said Parish Rates and Assessments for the said
Year requested And the said Defendants further
say that the said Plaintiff his said Action afore-
said against them ought not to have or maintain
because they say that the said Plaintiff after the
making of the said Bond in the said Declaration
mentioned and before the Commencement of this
Suit to wit on the Day and Year first above
written at the Parish aforesaid in the County
aforesaid by his Deed Poll sealed with the Seal
of him the said Plaintiff and now to the Court
here shewn which Deed Poll bears Date the Day
and Year last aforesaid and is made between the
said Plaintiff of the one Part and the said
Defendant Stephen of the other Part for the
Consideration therein mentioned did grant and
release unto the said Defendant Stephen his
Executors and Administrators all and every the
Sum and Sums of Money and all Debts Duties
Claims and Demands whatsoever which he the
said Plaintiff then had or thereafter should or
might have claim or demand against the said
Defendant Stephen for or by reason or on account
of any Matter Cause or Thing whatsoever from
the Beginning of the World to the Day of the
Date of the said Deed Poll so that the said
Plaintiff thereby released and discharged the said
Defendant Stephen his Executors and Administrators
of and from the said Bond and all Actions Suits
Debts Duties Claims and Demands whatsoever
for or by reason or on account of the said Bond
as by the said Deed Poll and Release now to the
Court here shewn will more fully and at large
appear which said Deed Poll and Release the said
Defendants are ready to bring into Court here
as the Court shall direct and they aver that the
said Plaintiff his said Action aforesaid against
them ought not to have or maintain because they
say that the said Plaintiff after the making of
the said Bond in the said Declaration mentioned
and before the Commencement of this Suit to wit
on the Day and Year last aforesaid at the Parish
aforesaid in the County aforesaid by his Deed
Poll sealed with the Seal of him the said Plaintiff
and now to the Court here shewn which Deed
Poll bears Date the Day and Year last aforesaid
and is made between the said Plaintiff of the one
Part and the said Defendant Stephen of the other
Part for the Consideration therein mentioned did
grant and release unto the said Defendant Stephen
his Executors and Administrators all and every
the

had not given or had sufficiently satisfied or secured from the said Defendants to the
Plaintiffs or either of them for the Consideration Money in the Indenture of Lease
mentioned to be reserved upon the Demise thereby made of the Premises in the
Bill mentioned and for the Arrears of Rent thereby reserved and then due and
owing and for the Damages sustained by the said Plaintiffs by the Non-performance
of the Covenants in the said Indenture contained on the part of the said Defendants
to be performed and that the said Defendants have not since the filing of the Bill
of Complaint in this Cause paid or secured the Arrears of Rent in the Bill
mentioned to be due and owing to the said Plaintiffs or any part thereof or
given any Satisfaction for the Damages sustained by the said Plaintiffs by the
Non-performance of the Covenants in the said Indenture contained on the part of
the said Defendants to be performed but that the same still remain due and
owing to the said Plaintiffs and that the said Plaintiffs are entitled to have
the Premises in the Bill mentioned delivered up to them and that the said
Defendants may be decreed to pay to the said Plaintiffs their Costs of this Suit
and that the said Plaintiffs may be at liberty to enter upon and take
possession of the Premises in the Bill mentioned and to hold and enjoy the
same discharged from the Equity of Redemption of the said Defendants and
all claiming or to claim by from or under them and that the said Defendants
may be decreed to pay to the said Plaintiffs their Costs of this Suit and

Vpon the Complaints Complainants Counsel being heard
and upon further debate duly considered of by this Court
it is Ordered that the Defendant Robert
Wilson Do Answer the Complainants Bill
of Complaint on Oath and that the Defendant
Duncan Mackillum Do Answer the Bill
of Complaint of the said Complainants
and the Defendant is hereby Ordered
to Enter into Bond with the said Duncan Mackillum for the said
Defendant Robert Wilson his Answer to be given
in to the Complainants Bill of Complaint
and the Answer of the said Complainants
to the Answer of the said Defendant Robert Wilson
and Duncan Mackillum are by his Answer
to be Compelled to Answer upon Oath
to such Interrogatories as shall be exhibited
against them by the Complainants
for the Discovery of the Confederacy
in the Complainants Bill of Complaint
mentioned and the Defendant Robert Wilson
is hereby Ordered to Produce upon Oath
before the Master of this Court
to be Examined upon Interrogatories
to be exhibited against him by the Complainants
for the Discovery of the Confederacy
in the Complainants Bill of Complaint
mentioned and the Defendant Duncan Mackillum
is hereby Ordered to Produce upon Oath
before the Master of this Court
to be Examined upon Interrogatories
to be exhibited against him

the said Annatachillum and Defendant further Defend
dant still hath Replication that the said Replicant and
hath Accepted of this Defendants Letters Bond for Tillo and
half the Amount of the said Notable Bond Notwithstanding
the said Replicant Alleges to the Contrary this Defendant
further saith that the Replicant Labouring under a Long
Illness and being Considerably in debted to Sundry persons
the Allegation is most Strange Unreasonable and Unjust
said Bond Annatachillum in procuring the Summ of Four thousand
and three hundred Pagodas as he says he did And this Defendant
also saith that if the said Replicant did Assist the said
Annatachillum in procuring the said Summ of three thousand
hundred Pagodas he knows it not and therefore he
Answer and saith he knows not this Defendant said Annatachillum
Letter but admits and Answering the Replicants pretended
the said Replicant says did this Claim upon the said Annatachillum
and after such Claim this Defendant Claim upon this Defendant
thereby that he did Assist the said Annatachillum
giving the said Agreement and this Defendant the said Annatachillum
Letter and by reason this Defendant the said Annatachillum
the said Bond and Annatachillum
Letter to the Replicant Alleges that the said Bond
Replicant

Replicant should be able to make it appear that the said Original
Bond of the said Annatachillum deposited with this Defendant on the
Account the said Replicant originally Alleges with which Sum the
said Replicant must of Course have Commenced the said Action
before against this Defendant neither Remote Cause from this
Defendant what he is by no means Entitled to Recover and this
Defendant shall be able to prove to with Regard to this Defendants
Letter of the twenty fourth of April one thousand seven hundred
and seventy three This Defendant saith that the said Letter was
by no means wrote on Account of the said Reply or otherwise
with any Intent to Defraud the said Replicant Knowing
nothing to the Contrary saith for this Reason the said Annatachillum in
an Authority for his Assisting the said Annatachillum in
procuring the said Summ of four thousand three hundred
Pagodas and Claiming this Defendant Interest Bond in manner
matter of Course in for that the Replicant on the said Annatach
illum would Satisfy this Defendant Interest Bond for any
Sum or Sums of Money Advanced on the said
Bond this Defendant Letter being Hospitable
this Defendant the said Annatachillum
Pretence whatsoever from this Defendant by any means whatsoever

But

the same is wrongful to the said Plaintiff and Plaintiff brings his Action
Defendant and Executor of the said Mr Barbor This Defendant saith
that the said Mr Barbor did not know of the said Plaintiff
said Executorship in manner and form as the said Plaintiff
this Defendant and the said Mr Barbor But this Defendant
Plaintiff by denies that the said Debt was paid and discharged in the
same kind as it is still owing and unpaid by the said Mr Barbor to this
and the said Mr Barbor in the said Executorship
Plaintiff and his Executorship and this Defendant
that this Plaintiff ought not to have his said Action against
Plaintiff ought not to have his said Action against this Defendant
Plaintiff ought not to have his said Action against this Defendant
Plaintiff ought not to have his said Action against this Defendant

(762)

Replication with the Answer and Letters of the Defendant to the said
Venetachellum after all the Transactions last passed which are mentioned
by this Defendant in this said Answer and for the Reasons
by this Defendant and said Answer Sets forth the Complainant ought not only to pay
and perform the Right of this Defendant and the said Nabobs
Bond but also as much as possible to support and give Colour to
the pretended Right of the said Replication thereby vainly hoping this
Defendant should pass by Silence and Connivance and will Warrant and Defend
Payment of the Sum and the Circumstances alledged by the
related in this Defendant Answer to this Defendant Complaint
this Defendant Answer to this Replication Collusions and Combinations
not more done by any Answer with the Fraud Evasions of the
said Replication with Scandalous Insinuations of this
Answer which this Defendant submits the Judgment of this
Court This Defendant further Saith that the Replication
the said Replication thus Scandalously Evasive and Contradictory to the
Defendant in his said Bill of Complaint for Performance of
Covenants etc Charges Etc. to this Defendant Relative to the
Interest Bond and the Amount of the said Nabobs Bond and
in Support of any Fraudulent Scandalous Insinuations this Defendant
said Replication charging positively Scandalously and Vexatiously

(763)

the said Replication charging Fraud against this Defendant
the Defendance on this Defendants Part and Right to have been a
Slender Assurance in favour of the said Replication as to the Matters in
Question in this Cause which cannot being by no Means as the said Replication
unjustly gave Credit to but as herein before and in the said Defendants
Answer set forth this Defendant does further Aver that the Said
make any more Demands to the said Venetachellum and the said
Annabob as the said Replication pretends this Defendant set this Day
shall be in and entire Strangers to what the Replication to this and this
the said Replication being Compelled make Affidavit and
by any means concern this Defendant the Matters in Question in this
Cause And this Defendant by the said Circumstances
that the said Sum of two Thousand and three Hundred Pagodas was
raised and paid by way of Loan to the said Mr Barbarbut
in Order to Enforce this Defendant Payment and Interest Bond to the said
Replication for which this Defendant might after Payment of the said
Two Thousand three Hundred Pagodas Demand to the said
Venetachellum and Replication thought the Amount of the deposited
Bond and Condition for which the said Venetachellum was
Assurance and Security that the Replication would this Defendant
Bond shall pending the said Venetachellum was Considerably
indebted

764

765

Testify to make oath or affirm in as good and binding a manner as if made with their Defendants
hands or seals the said Replt unjustly pretends such Bond or Agreement to be
void Replt is very ignorant and illegal in so doing and that
can shew any Deed the discovery of this Defendant to enable them
any Agreement by which this Defendant can be bound without
him this Defendant Power and Authority given to this Defendant
further saith that the said Bond was long before the Commencing of this
this Defendant Suit the said Replt
Testatrix
Roxanne being given by this Defendant to the said Concalatchillem
as it is a Matter between the said Concalatchillem and this Defendant
only so far as the said Nabobs Bond and Deed
was transmitted as this Defendant is informed and believes
before and did further this Defendant the said Concalatchillem
Replt brought this for to have taught Nabobs from the said
Concalatchillem Jenny have obtained Bond from this Defend
This Defendant to Wagenstaghe did by his Answer plead
that this Defendant and Concalatchillem agreed
to take upon him self the said Nabobs Bond to the said Replt
Trust for both of the Children and the Replt unjustly
were the Kind of Bond above pleaded or else was forged
as the Replt and unjustly Subjects. For if the same and Deed
have been formally paid they ought the said Nabobs Original
Bond

Bond Discharged at the time the Account thereof was declared to be
the property of this Defendant then the said Bond could not be
looked upon as present payment and it is well known that no Bond
whatever of the said Nabobs can be looked upon in that light but
having been found by Experience that the Custom of Payment of the said
Nabobs Bonds in very Ancient and this Defendant further saith
that he Conceives it does clearly appear from the said Estate
marked A that this said Nabobs Bond was lodged with this Defen
as a Security for what the said Concalatchillem owed to him and
his Wrongful he was deprived of prior to any Discovery
by Concalatchillem and this Defendant Gift was
well known to this Defendant and the said Concalatchillem
that at the time the said Deposition was made the said Concalatchillem
was very Considerably indebted to this Defendant more than the
Amount of the said Bond and Estate Satisfy therefore the
Replt Plea of Statute of Limitations is no Bar of Evasion
as well as Transaction of Marriage in which the said Bond
came into this Defendant Possession and of the Premises for
which he further deposeth and the said Bond having been
Deposited for any Consideration in the Person herein before
and this Defendant the said Account of the Estate that the
said Replts Pretentions of the Estate fully thereof Account of

of their Debt and in entire Ignorance of the Quantum And that as to the said Replicants Allegations of their Fraud and Intention in the pretended Assignation to the said Mr Archibald Campbell that was not the Case at the time the said Bond was Deponed with this Defendant Instead of the said Replicant as alledging by the said Mr Archibald Campbell but was Deponed with this Defendant for the Interest of the said Replicant and for Answering the said Mr Archibald Campbell with this Defendant as Attorney for the said Replicant in Managing the said Mr Archibald Campbells Affairs and to Account to the said Replicant for his Concerns with this Defendant for the Sake of the Peace or on Account of the Friendship the said Mr Archibald Campbell was Answerable for to this Defendant And therein Denying all the Allegations of Fraud and Deceit Alledged by the said Replicant and Referring to the Deeds and Writings themselves And the Same being Pleading as to this Defendant is very immaterial for the Same

Denied

Herein before mentioned And in Rejoinder to the following most Extraordinary Assertions of the said Replicants to Wit That this Defendant by Endeavouring to Carry out the Replicant by this Complicated Misterious and Confused Spirit Business has thereby Rendered Himself upon Seizure of such Right Justly Liable for the Injury he Meant to do the Replicant This Defendant Saith That the said Assertion is Glaringly Abrid Singular and Inconsistant with the Nature of the Cause and Set forth in this Defendants said Answer For the Complication Misterion and Confused Spirit of Business Meaning by the Replicant is on the part of this the Replicant and not on him This Defendant This Defendant Conceiving very Clear and the Circumstances and Question pursued and Set forth in this said Answer Ling ago Set forth and pursued to Endeavour to prevent the said Replicants Unjust Pursuit and Action and Order to Remain Their Honble Court that the Same as Unjust and that this Defendant Meant to do the Replicant Injury in no Manner soever as for any Letters and Receipts and Discharges or Answer sent to for any such purpose as the Replicant Unjustly Alledges And that by the Right of the matter as the Replicant Ought to be Decerned Defendant as such Signing Deeds as it Appear that this Defendant Meant to do the Replicant This Defendant Denies that the said Renewed Bond Or Replicants Unjustly to the said Renewed Bond

of their Debts and in order to prevent any of the Questions and matters
Replication above recited from being Litigated at this
Assizes

Defendant for any Estate or Title that they or any of them
the Lands and Premises by the said Answer to be set out and
as to which matters the said Cornelius Mc Donnell Esquire
unto him this Defendant was by some means entered This Defendant
absolutely denies that the said Complainant ever made Agreement
as the Replication alleges with the said Cornelius Mc Donnell
with him on the thirty first day of October one thousand seven
hundred and seventy one And further this Defendant
complainant ought not to have any Account of this Defendant
That Assignee for the said Natalie Bond by some means
complainant this Defendant but they are neither Legal
nor Equitable Parties to this Defendant's Plea and Defendant
the said Answer and this Defendant relying upon the
the said Complainant ought not to be compelled to
is the said Replication to the Purport or Effect of any Matter
Bind this Defendant to the said Replication This Defendant
further saith that the said Complainant before exhibiting his
the following Assertions of the said Replication Viz That Cornelius
Mc Donnell

Defendant saith that the said Complainant
Question is Concerning Matters which this Defendant
because the said Cornelius Mc Donnell did
to this Defendant is bound by any Act of the said Cornelius
contrary to the Custom without the Order of this Defendant
the Orders of His Master and not to Advantage and
this Defendant was compelled by Threats
by the Procedure and unjust Acts or any Act or Behaviour of this Servant
he never gave any Order Power or Authority for such Act or Action
Defendant further saith that he Certainly did not Give the said Being to the
said Cornelius Mc Donnell for the purpose that the said Replication
the said Replication Especially for that this Defendant further
Intention and Meaning of him this Defendant at the time of his Writing to the
and Cornelius Mc Donnell was such as herein before and in the said Defendant's said
Answer set forth Notwithstanding the pains the said Complainant has taken to make
appear otherways This Defendant further saith that the said Cornelius
Mc Donnell stand Considerably Indebted to this Defendant and the said Mr
Barlow Notwithstanding the said Complainant's Allegations to the Contrary
And this Defendant denies that he ever did promise to give the said Complainant
the Satisfaction Required by the Complainant is by no Means Intended or
Defendant hopes and Trusts not but it will clearly Appear to this Honble
Court by this this Defendant's said Answer that this Defendant has endeavored
Given the Satisfaction Required by the Complainant And Endeavoured to agree and
ship for him so to do As the Complainant is by no Means Intended or
Defendant Therefore Certainly by every Reason for this Defendant to believe
Opinion of the Merits of this Cause This Defendant further saith that if the

ever had any Dealings or Transactions with the said Reptd and Augmt
have been many Years Ago and this Defendt did not Agree with him and
Discover Recollect any such Transactions but this Defendt hopes leave
to Aver to this Honble Court that any Transactions that might have
passed between the said Reptd and this Defendt had not nor could
have any Weight with this Defendt in the Transaction of the Matter
in Question in this Cause And whether this Defendt had or had not
formerly any Transactions with the said Reptd is nothing immaterial as by
answer paid of this Matter in Question in this Cause Therefore craves leave
to abide the Determination thereof this Defendt humbly submits to the
judicial Attention of this Honble Court And as to so much of the said Bill as
relates this Defendt doth think the various proceedings in the said Augmts
and absurd Pleas made use of by the Reptd and have rendered it improper
becoming in this Defendt to answer to these to this Honble Court Matters
and just Rights of this Defendt to the Bond in Question in this Cause
filed this Bill of Complaint against this Defendt Nevertheless the Bond in Question
or the amount thereof standing in the entire and sole Right thereto upon
Agreements and Sales made by the said Umeed ul Nissa the Mother of this
Defendt to all the Reptd bearing Date on or about the Month of
first October one Thousand seven hundred and seventy one but this Defendt
Agreement doth mention that the Bond in Question was lodged with
this Defendt as the property of the Reptd that this Defendt
to secure his Interest and Influence to obtain Support thereof in the Court
of this honble and that Umeed ul Nissa prudently thought to secure
Court of the Interest by granting this own Bond at Eight per Cent to
for the Nabobs Bond at Ten per Cent And that the said Umeed ul Nissa
having entered into such Agreement with the Reptd as aforesaid
Defendt that Agreement was declared to be void and to become binding upon
Defendt as far as was in her power to become binding upon the said
Reptd

Reptd and for the performance thereof this Defendt in her Answer to the said Bill
of Complaint doth Acknowledge that she was prospected by the said Dewan and
Captain Sadasheo Pundit and that she was prospected of the
said Bond and the Sum and Purposes for which it was lodged with him by
shewing to this Honble Court that the said Umeed ul Nissa the Debtor of this
Defendt being indebted to him in a very large Sum of Money which
he was anxiously desirous to recover from him and that having endeavoured
procuring means with the said Umeed ul Nissa for the recovery thereof the said
Umeed ul Nissa to satisfy in some manner and to quiet the mind
of this Defendt had spontaneously lodged with him the Nabobs Bond in
Question in the early of the money owing by the said Umeed ul Nissa to this
Defendt that at the time the Bond became due from the Nabob who declared
said it convenient to the discharge of their Affairs Defendt gave Directions to the
said Umeed ul Nissa indebted to this Defendt
Nabob
required the Reptd to appear at the Durbar of his Highness the Nabob
and surrender all this Right and Title to the said Bond and the Amount
thereof to the said Umeed ul Nissa which was accordingly done and the said
Umeed ul Nissa in their own Right surrendered their Title thereto to the
Highness the Nabob upon Consideration of receiving from the said Nabob
a new Bond for the Amount of Principal and Interest of the old Bond
in the name and for the Use of this Defendt who received the said new
Bond from the said Umeed ul Nissa as their Defendts absolute entire Right
and Property in Consideration whereof the said Umeed ul Nissa executed to the
Defendt a Bond accordingly as for the Amount thereof to the said Umeed ul Nissa
and gave Credit for the same Amount in the Account depending between the
said Umeed ul Nissa and this Defendt that the said Reptd having
appeared personally at this Durbar and surrendered his Right to the Bond in
Question verbally to the said Umeed ul Nissa in the same manner
and received a new Bond

Bond in the Name and for the Use of this Defendant Transferr in Writing
between the Parties were absolutely annihilated and the Matter of Controversy
this Business which they observed were the only Methods for them to have followed
under such Circumstances This being the Nature of the Matter in Dispute
this Defendant thinkfully conceives it only remains for this Honble Court
to determine for what purposes the Bond in Question was transferred
unto this Defendant which humbly hopes it will be Evident that it was
transferred to him as his own Right and Property in Consideration of
what the said Vincatachellum owed to him First because the said Ryder
has founded his Right to the Bond in Question entirely upon the Letter
the Agreement said to have been made with the said Vincatachellum
the thirty first October one thousand seven hundred and Eighty
upon no other Foundation whatever so that it is Evident that
is Convinced that no Agreement of so Extraordinary a Nature was
mentioned by the said Ryder and now made at any time by the said
Vincatachellum and the binding upon this Defendant both the said
Ryder and this Defendant Secondly and Because this Defendant Declares
that he never gave his Consent to such Agreement nor authorized
any Person to do it on his Behalf but that the said Bond
remained and the Ryder has no other Title to it but what this
Defendant Conceives he has derived from the Bond Thirdly
Contrary the Ryder has alledged that an Agreement was made between
and the said Vincatachellum was binding upon this Defendant and
this Defendant is ready Secondly Because the said Ryder was
known by many Means to this Defendant this Claim or Right to the
Question to the said Vincatachellum was in Circumstances
Amount and because the Ryder was afterwards willing to
Interest Bond from this Defendant for little more than half the
of the Nabobs Bond instead of demanding an Interest Bond from

Defendant for the whole Amount Conformable to the Letter and Spirit of the
Agreement and the Claim founded thereon which the said Ryder has now
made and became the Ryder last year made application to the said Vincatachellum
with the Loan of a further Sum of money which was refused by the said
Ryder to Expectations from this Defendant on Account of the said
Vincatachellum which he Ryder while the Ryder had Hopes of receiving
any thing from this Defendant on Account of the said Vincatachellum
he was willing to Receive all Moneys as trifling but when he had no hopes
of Receiving any thing he made this Claim upon this Defendant for the whole
Amount of the Bond in Question Fifthly Because this Defendant Ryder was
to Exhibite Paper Marked D whereby the said Vincatachellum became a Voluntary
Legal and formal Manner declared amongst other things the Purposes for which
he procured the said Bond from the said Ryder and for which he delivered the same
to this Defendant Viz that being Indebted unto this Defendant
Money he Applied to the Ryder for a Loan of Money to discharge the same
which the Ryder not being able to do and him perhaps and that the said
Vincatachellum should take and dispose of this Defendant a Bond
from the Nabob to obtain the Ryder for above Eight thousand Pagodas on
Account of the said Defendant which accordingly done and in Manifest
proof that the Ryder and him self Voluntary proposed the Loan of the Bond in
Question to the said Vincatachellum the Right to Deposite it with this Defendant
in Security of what was owing to him by the said Vincatachellum and the
other Matters Mentioned in the said Exhibit Marked D also more fully
Clearly shews that such Agreement was not Originally made as the Ryder
has pretended but at the same time Before the Disputes Enmity and Collusion
then Concerted between the Ryder and the said Vincatachellum which
this Defendant shall be ready at large in his Answer to shew Fifthly Because this
Defendant Conceives after Evidence from the Exhibit Marked C in this

Defendants

Defendants Answer that the said Agreement mentioned by the Replication the
the Existence as in that Exhibit no mention is made of an Allowance
of Two per Cent which being the Consideration mentioned for this
Defendant entering into that Agreement must Therefore have been
mentioned to prove the Existence of that Agreement and that this
Defendant had any Concern therein Secondly Because by the Answer
made by the Replicant at the Nabobs Durbar to the said Cunnatachillum
and by the Exhibit Marked B in this Defendants Answer it is Evident
that the said Cunnatachillum alone was paid the Account stated in the
Replication for the Amount of the Bond in Question Lastly Because
the said Replication having Transferred the Bond in Question to the said
Cunnatachillum and the said Cunnatachillum having Transferred
the same to this Defendant for Valuable Considerations this Defendant is Intitled to the Right and Title to the
Bond in Question in Law and Equity and this Defendant Humbly
Saith that with Respect to any other Matters in the said Replication
in this said Replication Contained this Defendant Doth not Thereby
Rejoin the same in any Manner Evasively and Insufficiently for
this Defendant to make any further or other Rejoinder thereunto
All which Matters and things this Defendant is Ready and
Willing to Aver Maintain and Prove as this Honble Court shall
Direct and most Humbly prays as in and by his said Answer
he hath already Prayed.

John Sykes
Thos. Thomson
Atty for the Defts

D

On this Day being the Eleventh day of April in the Year of our
Lord one thousand Seven hundred and Ninety four before me John Sykes
Notary Publick Dwelling and Practicing at Fort St George in
the East Indies by Lawfull Authority duly Admitted and Sworn personally
Appeared Mr Cunnatachillum of Madras Diabob in the Proceedings
in a Cause now depending in the Honble the Mayors Court at Madras
wherein Nanni Venkatrow Annachillum of Madras Inhabitant is
Complainant and the said Damodum Drake of Fort St George Esquire is
Defendant and Declared as follows that he is by Profession being Indebted
unto Mr Drake in the Sum of Four thousand Pagodas and upwards
on Account of Coraun Aspawiah which he the said Coraun Aspawiah
was Unable to pay the said Mr Cunnatachillum did Absolutely to the
said Annachillum and Agreed to Them with the said Circumstances
Desiring him the said Annachillum to Lend him Money to discharge the
said Debt For Answer to which the said Annachillum said he had no
Money then but that he had got a Nabobs Bond for above Eight thousand
Pagodas which he the said Mr Cunnatachillum might take and
deposit with the said Mr Drake on Account of the said Coraun
Aspawiahs Debt that the said Mr Drake might Endeavour to
recover the whole of the said money Secured by the said Bond from
the said Nabob and out of it Discharge the said Coraun Aspawiahs
Debt and pay the Remainder to the said Annachillum that the said
Bond might be put in the said Mr Drakes name for that
purpose and that the said Mr Drake might give his Bond for
the said Remainder of the said Bond after Deducting the said Coraun
Aspawiahs

Aspinwall's Debt at Eight per Cent payable when the Debt should discharge the said Bond upon these Conditions hereof Mr Duncan Ellicott Received and delivered the said Bond to the said Mr Drake and a New Bond was given for the same in the Name of the said Mr Drake for the sum of Two thousand Pounds Current Money to pay Five per Cent Interest on the said Debt and to pay Eight per Cent Interest on the said Mr Drake was only to give a Bond for Eight per Cent Interest and for the said Amount of the said Bond after the Decease of Aspinwall the said Aspinwall's Debt and that was all that passed about what is called the Commission for Mr Rose the same not being mentioned by way of Premium Thos Rose and declared in Court by me and Mr Dudley and Mr Gresham Witness

L.L. Lynch Lytle

A Mr Pride

A true Copy of the Original Lynch Lytle

Thos Johnson

Att'ys for the Defts

Filed the 5 Sept 1774

Between Arnachelum Complt

And Dawsonnie Drake Defendt

Exceptions taken and filed in this Court by the said Complainant to the insufficiency and Irregularity of the Rejoinder of the said Defendant, put into the said Complainant's Reply to the Answer of the said Defendant

The said Complainant does except to so much of the said Defendant's Rejoinder, wherein he begs leave to draw up a Summary of the whole Proceedings, thereby tautalogous recapitulating briefly the Matters and things, which he had before set forth in his Answer to the said Complainant's Bill of Complaint and in support of his Rejoinder to the said Complainant's Replication meaning thereby, to harrass and perplex the said Complainant in the prosecution of his just right, and to put him to an extraordinary expence, by drawing up briefly what the Defendant calls a State of the Proceedings, which the Complainant insists ought to have been made use of at the hearing only, and not to be introduced in the Rejoinder, as this Honble Court will judge for themselves and not permit the said Complainant to be put to an unnecessary expence, by the Defendant spinning out the proceedings in briefly relating the same Matter over again Therefore the said Complainant excepts, to the Defendant drawing up any Statement of the proceedings and introducing

introducing them in his Rejoinder, often he has so Specially and ex-
-bosly Rejoind to the said Complainants Replication, And as for further
Exception to such part of the said Defendants Rejoinder, wherein he
has Set forth an Exhibit Marked D, the said Complainant Says, is
new Matter introduced in these Proceedings and a departure from
the Defendants Answer, and that such Exhibit is no part facts, and cannot
be given in support of the Defendants Title to the Complainants property,
as being a Special Matter, which ought to be given in Evidence at the
Examination of Witnesses, as no Notice is taken of the same in the
Defendants Answer, and therefore the said Complainant cannot admit
of the same as any part of the Defendants Rejoinder to the said Comple-
-inants Replication, and more particularly as the Declaration which
is said to be made before the Defendant Attorney, as Notary Publick
ex officio, and cannot be made use of where the Matter is before
this Honble Court, without the parties standing in Contempt of this
Honble Court, who at their first ought to take Notice of their proce-
dings and not to introduce Declarations taken before persons of
prescribed Authority, such as a Notary because the very End and
being of the proceedings of this Honble Court would thereby be defeat-
and tend to the great Injury and detriment of the persons apply-
-ing for Relief in this Honble Court The Complainant further says the
the said Defendant has no right to introduce the Declaration as
Exhibit because it is improperly introduced in the Proceedings
being a Matter of Evidence to be given on Oath at the time of the Exa-
-mination of Witnesses

And

And for further Exception to the said Exhibit being admitted
that such Declaration should have been made not only before the Notary,
but Sworn to or otherwise, the same is invalid and of no effect, but whether
the same is, or is not valid, yet no Court of Record will admit of a Deed or
Writing made posterior to the proceedings before them, to be admitted as
Evidence, as it being of a Dangerous consequence to the parties applying
for Redress. The Complainant further Says, that had the said Venkata-
-shilum the Declarant made this said Declaration on Oath at the time
of the Transaction had between the Defendant and the Complainant,
there might be a Colour of Justice in the Transaction, but it being done
after the proceedings had been gone upon, evidently points it out to be
done with a Collusive design to endanger the Complainants property,
and procrastinating the determination, by lengthing the proceedings
and also putting the Complainant to a very great Expence and
unnecessary delay by this supplimental Declaration, The said
Complainant as a further Exception to the said Declaration being
received as an Exhibit on the said Defendants Rejoinder, that the
exhibiting of such Declaration is striking at the very root of the Esta-
-blish Rules of the Court, as the Declaration appears partial, and to have
been in Answer to some leading questions put by the Defendant or
his Attorney, as is evident from the Nature of the Declaration and
the proceedings of the Defendant, whereas if the said Declarant had
been Examined in the usual way as a Witness and Subject to be
Cross Examined by the said Complainant, the plain and simple

Matter

Matter of fact would then have been impartially discovered, The said Complainant further as an Exception of the said Vencatachilum Declaration hing received that as the said Vencatachilum appears from the Proceedings to be so materially concerned in the several Transactions now Set forth to this Honble Court, that it appears extreamly absurd that the said Vencatachillam should have any Right with this Honble Court, other than as a Witness at the Examination upon Oath, and more particularly as as the substance of the said Declaration tends to no other purpose than to Exculpate himself with his Master the Complainant, whose Servant the said Vencatachillum was, The said Complainant further Excepts to the said Declaration as it is a Departure from the whole of the Defendants Answer and so much of the Rejoinder as is in Answer to the Complainants Replication, and will be productive of further Altercation if admitted of Whereas the said Defendant pretends to Endence the Special Matter, in the most regular and uniform way of Proceeding, and pursuant such partial and irregular Declarations, as the Defendant has Set forth, which are not upon Oath and consequently no ways binding or of any force, nor can the same be pleaded in Defence of the Defendant or made use of as an Argument untill the same was had and taken by the course of Law that is to say, untill the time of his giving his Depositions before the Examiner of this Honble Court, who is the proper officer to take the Testimony of such Witnesses as are produced before him and the Notary, and those

the Declaration by him taken and Exhibited by the said Defendant is a New Method of Stiling up Proof to support an Argument contrary to Law which requires some True and perfect Testimony in Support thereof, which is not the Case here, a Declaration is made without an Oath before a Notary, after the Cause was begun and proceeded on consequently, the Declarant is at Liberty to Assert what he Likes without fear of punishment as no Action can lye against him as the Notary, is only an Extrajudicial Character for particular purposes pursuant to Act of Parliament

For all these Reasons the Complainant Excepts to so much of the Rejoinder as appears to be irregular, tautology &c. may be expunged and struck out of the said Rejoinder and that the Defendant may Rejoin as fully and as sufficiently as the Replication of the Complainant requires and no more, and that the Defendant may pay the Expences attending such Alteration and Dismission.

Cha. Bromley
att.y Compl.t

Filed the 3d Octr 1774

The Answer of Dawsonne Drake of Fort Saint George Esqr Defendant to the Exceptions of Ramachellum of Madras Inhabitant Complainant

This Defendant absolutely Denies that his Rejoinder to which the said Complainant hath Excepted is Either Insufficient or Irregular as the said Complainant hath by Averr in his said Exceptions. This Defendant therefore Denies that there was not the least Cause of Exception to the Summary in this Defendants said Rejoinder, nor ought the same as this Defendant conceives to be stiled tautologiously Containing the matters and things which he this Defendant hath before Set forth in his Answer to the said Complainants Bill of Complaint and Supported by his this Defendants said Rejoinder to the said Complainants Replication such Summary Containing, briefly, as the said Complainant thereby stiled it the whole and true State of the Case free from Tautology and so as to be more easily Conceived than it possibly could be the Opinion of this Defendant from the Sundry matters and things Set forth in the Rest of this Defendants said Rejoinder

which do not Appear so clear as the said Summary the same being so Set forth in Rejoinder to the many matters and things promiscuously Averred in the said Replication and which this Necessary to be Inserted in and made part of the said Rejoinder by way of Refuting the said Matters and things in the said Replication, do not, for the Reasons before mentioned, appear so clear or Shew the Real Nature of the case in so conspicuous a light as the same appears in and by the said Summary. The said Summary was therefore by no means meant to harrass and perplex the said Complainant in the prosecution of his just Right or put him to any Extraordinary Expence whatever as the said Complainant unjustly Averrs which Summary by being Inserted in and made part of the said Rejoinder will, as this Defendant conceives Convey a Clearer Idea of the Case than could possibly be Conveyed to this Honorable Court at the Hearing of this Cause only whereby this Defendant conceives this Honble Court may be better Enabled to Judge for themselves Agreeable to the said Complainants Observation by having the Nature of the case as clearly and Concisely before them, as well at the time each Member peruses the whole proceedings in this Cause from the Count at the time of the Hearing thereof in Open Court. Which this Defendant conceives the said Summary is unjustly stiled a Spinning out of the proceedings in briefly Relating the same matters over again the same

Same not being Unnecessary but very proper for the Reasons Aforesaid
and for after this Defendant had Reguard to the many materiall
things as aforementioned set forth in the said Replication he Conceives
it would be a great hardship upon him to be Deprived of and
prevented from setting forth or Stating any thing that may Tend
to Demonstrate to this Honorable Court the true Nature of the
Case relative to the Matters in Question by way of Supporting
this Defendants Defence Refuting the Unjust charges and
false allegations of the said Complainant against this Defendant
and also to shew how unjustly he this Defendant is prosecuted
Defendant also Conceives that Nothing should be wanting in
this Honorable Court which may Enable them to form a proper
Judgment of the matters in Question in this Cause and do
that Justice between the said Complainant and this Defendant
which he this Defendant is convinced this Honorable Court is
sensible of doing and that they will do so, as far as appears to this
to be legal just and Equitable consistent with what is produced
and laid before them by the parties But this Defendant
forbear Observing that it appears to him this Defendant
said Complainant by such his said Exceptions aims any thing
that the Premises should appear to this Honorable Court in
the clear light in which this Defendant is Desirous they should

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Appear, the said Complainant being Conscious that the Real and
true Nature of the Case is by no means as Stated by him the said
Complainant, therefore the more perplexed these matters are in
the Proceedings the greater chance he the said Complainant no
Doubt thinks he has of Success, thinking that without a proper
Elucidation of the Matters in Question it may appear as
if every thing was meant and done for and on his Account and for
his Use, as he Unjustly Asserts in his said Proceedings The
Contrary whereof this Defendant humbly hopes will clearly
Appear to this Honorable Court And as it appears to this
Defendant that the said Answer tends to the Elucidation
before mentioned This Defendant humbly hopes and Doubts not
but this Honorable Court will be Pleased to Consider it as not only
a proper but every necessary Proceeding and part of the said
Rejoinder, And therefore that this Honorable Court will be
Pleased not to Reject it but Order it to Continue in and as part
of this Defendants said Rejoinder as it now does

And for further Answer to the said Exceptions
this Defendant saith that he Conceives it was very proper for
him to Annex the Declaration or Paper Writing Marked D
to his said Rejoinder in Order further to this Honorable Court
a clearer Light of the Proceedings in this Cause, how far those

those proceedings can be supported and of course the Sundry allega-
tions of the said Complainant refuted by the very persons to whom the
said Complainant delivered the Nabobs Original Bond and who
Delivered the same to this Defendant and the said Declaration
having only been made since the Delivering in of this Defendants
said Answer it was impossible for him to Answer it or make
it any part of his said Answer therefore the same cannot as this
Defendant conceives, be a Departure therefrom, nor is the same
being a Special matter which ought to be given in Evidence at
the Examination of Witnesses any Reason why it should not
be Annexed to the proceedings in this Cause As Also to shew
the Nature of the case and to Support this Defendant Defence
For if the same should not in due time be Confirmed by Oath
either upon Examination or otherways It will then be for
this Honorable Court to Consider how far the same is proper
to be considered as Evidence or not and if it should be allowed
to be considered as Evidence or not and if it should be allowed
Oath by Oath this Defendant sees no cause or Reason whatever
why the same should not be considered as every perfect &
Necessary part of the proceedings in this Cause This Defend-
ant therefore thinks the said Exceptions ill founded and by
law as it would have been time enough for the said Complain-
ant to have Objected to the Validity of the said paper Writing or not
being upon Oath if he had found it was not so Supported

But that

Publication had passed in this Cause the said Complainant might therefore
just as well have Excepted to any other part of the proceedings in this
Cause, which this Defendant Conceives he had not the least Right to
do It being the Business of each Party to State his Case in the best
way he can and to Introduce into his proceedings, and produce before
this Honble Court every thing that will tend to Elucidate the same to
Support his own Case, And to Refute that of his Opponent Therefore
the said Complainant had no more Right to Except to any part of the
proceedings on the part of this Defendant than this Defendant had to
Except to any part of the proceedings on the part of the said Complainant
This Defendant further Answering Saith that Supposing the said
paper Writing had been Drawn out by the said Vencatachillum and
not Declared before any person whatever there could have been no
more Objections to it being Introduced on the proceedings in this
Cause than any other Letter or Paper whatever It surely then
cannot be the Use Authentick for being made before a Notary
Publick and it is Absurd to say that the proceedings to this Honble
Court are or could thereby be Defeated and tend to the great Injury and
detriment of persons applying for Relief in this Honorable Court, as
the said Complainant unjustly asserts For it appears Evidently to the
Contrary to this Defendant and that such Declarations are and
ought to be taken as sufficient Testimony of the Validity thereof and
in many Cases absolutely necessary but as any Rule whatever can
or does tend to Elucidate the matters in a Cause ought not to be

prohibited

prohibited from being produced, nor ought the same to be considered as any Injury or Detriment whatever to the Parties applying for Relief But as matters necessary to Demonstrate to this Honble Court whether the party so applying for Relief is Intitled to the Remedy he so prays for, and every Information, whether by Verbal Declaration or Reduced into Writing that can or may be Obtained for that purpose, cannot certainly be Looked upon either as Illegal or Unjust

Nor does this Defendant Conceive that the Exhibiting the said Declaration of the said Vencatachellum is by any means Casting at the very Root of the Established Rules of the Court Nor has there appear any particularly in the said Declaration as the same was made Voluntarily by the said Vencatachellum and not in Answer to any leading Questions put by this Defendant or his Attorney nor is the said Complainant by any means Debarred by the said Declaration from Cross Examining the said Vencatachellum to any Questions that he Pleases may be put to him

This Defendant further humbly Conceives - That the said Declaration of the said Vencatachellum which was so made before Mr. John Lyon the now his private Capacity, as one of the Attorneys of this Defendant or on his Publick one of Notary will not any ways tend to Invalidate the same as the the same was not taken on Oath and every attorney has an Undoubted Right to Endeavour to come at the truth where he

his Clients Interest is so materially Concerned as in the present Cause, Nor was the same by any means a Collusive Act, or Done with any Collusive Design whatever, as the said Complainant unjustly Asserts Nor was the same either done with a View of Procrastinating the Determination, or lengthening the Proceedings, or putting the Complainant to a very great Expence and Unnecessary Delay As the said Complainant unjustly pretends - And it is a Matter which this Defendant Submits to the Judgment of this Honorable Court whether the said Vencatachellum should or should not have any Weight with this Honble Court other than as a Witness on Examination upon Oath, and it will Appear in Due time to this Honble Court whether the said Vencatachellum is a Witness upon Oath or not, And to what ever purpose the said Declaration tends that could be no Cause of Exception as it will in due time appear Whether the said Declaration is Just or not, nor does the same preclude the Special matter being given in Evidence, as the said Complainant pretends should be the Case - Papers being frequently produced in a Cause and proved afterwards if Necessary and the said Vencatachellum may still be Examined on Oath either by the said Complainant or this Defendant if thought proper or Necessary nor can this Defendant by any means Conceive that the said Declaration ought to be Turned a new Method of setting up

up proof to support an Argument contrary to Law, as the said
Respondent asserts - as it is from what is produced to and before the
Honble Court to be by this Honble Court Determined whether that
Argument alluded to by the said Complainant is Contrary to
Law or not. But that being a Matter not to be Determined
now this Defendant conceives the Complainant had no Right to
Except thereto - And with Regard to that the Complainant
further asserts of the said Matter Requiring time and to
get Testimony in Support thereof and the said Defendant
not being so - This Defendant Saith the said Complainant
should have waited till after putting Publication as aforesaid
And then he would have seen whether there was proper
Testimony produced or not, and at the time of Hearing the
Cause it will also be seen Whether the Complainant has
produced proper Testimony in Support of his Claim and
prosecution - And with Regard to any other matter being
Set forth or Alledged in the said Exceptions to which this
Defendant hath not particularly Answered This same
very Untrue Evasive and Insufficient in the Law for this
Defendant to make any further or other Answer thereto

For all which Reasons this Defendant

Conceives

Conceives the said Complainant had no Cause whatever to
Except to this Defendants said Rejoinder either for the Reasons
he gives or for any other Reason whatever - This Defendant doth
therefore pray that no part may be Expunged or Struck out
of the Said Rejoinder - That this Defendant may not be
Obliged or put to the Expence of Rejoining again - But that
the said Rejoinder may Stand as it now does and the said
Exceptions be Over Ruled with Costs -

Jno Sykes } Attys for
Jno Johnson } the Defs

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Extract from the Minutes of the Court Held at the Town Hall on Tuesday the 8th Day of November Anno Domini 1774

Present

George Savage Esquire Mayor

George Smith George Baker and George Monbray Aldermen

Lingachellum

vers

Dawsonne Drake

Exception Read

Answer to the Exceptions Read

The Exceptions of the Complainant to the Defendant Rejoinder and the Defendants Answer thereto coming on to be Argued this Day in the Presence of the Attorneys on both sides and The Court having fully Considered the same are of Opinion that the Complainants Exceptions

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Exceptions are good and Valid This Court doth therefore think fit to Order and doth accordingly Order that such parts of the Defendants Rejoinder as the Complainant has Objected to Expunged and that the Defendant do Amend his Rejoinder and pay all Cost Attending the Exceptions

Dated the 15th December 1774

To the Honble the Mayor &c Court at Madraspatnam

In Humbly Complaining Sheweth unto this Honble Court Your Orator George Savage of Fort Saint George Esqr that Chick Donald of Madras Merchant Stands Indebted unto Your Orator in the Sum of Five Thousand Pagodas Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagodas the Sum of Two Thousand Pounds as will more fully and at large Appear by a Copy of a Mortgage hereunto Annexed for the Inspection of this Honble Court and to which Your Orator Prays may be Admitted as part of this his Bill of Complaint And Your Orator further Shews unto this Honorable Court that

that he hath frequently and on an Amicable manner requested
Payment from the said Shaick Donajee of the said Sum of Five
Thousand Pagodas

But now sail is May it Please
the Honorable Court the said Shaick Donajee Obstinately and
Wilfully refuses to Pay the same or to give Your Orator any manner
of Satisfaction touching the Premises Your Orator therefore Prays the
General Relief such as to this Honorable Court shall appear Agreea-
ble to Equity and good Conscience to the End thereof that the
said Shaick Donajee may upon his Corporal Oath full true and
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
again Repeated and Particularly Interrogated and that he may
be Decreed to Payment to Your Orator the aforesaid Sum of Five Thou-
sand Pagodas with all such Interest as now is or shall hereafter
become due thereon also all Cost of this Suit

May it Please this Honorable Court to
Cause the said Shaick Donajee to be Summoned and Oppear'd by
the Sheriff of Fort Saint George Town of Madraspatnam and the
District thereof Personally to be and appear before this Honorable
Court at a Certain Time and Place to be by this Honorable Court
Prescribed and appointed there and there to Answer this Offend
Orator

Orators Bill of Complaint and further to stand to and abide by
such Order and Decree therein as to this Honorable Court shall seem
Meet

15th Dec. 1774
This Bill was shewn to me in the
Days of Adjournment. Let a
Summons Issue thereon Returnable
Next Court Day

Tho. Fowney
Senior Alderman

In. Sykes
Atty for the Compt.

Know all Men by these Presents that I Shaik Donajee
for and in Consideration the Sum of Five Thousand Pagodas to me
in hand Paid by George Savage Esqr the Receipt whereof is hereby
Acknowledged hath Transferred Mortgaged and Assigned and
doth hereby Transfer Mortgage and Assign unto him the said
George Savage Esqr a House Situate at Mootalpetta for which I
have Delivered a Bill of Sale To have and to hold the said House
with all appurtenances now belonging to the same unto the said
George Savage Esqr his Heirs Executors Administrators and Assigns
Provided Never Nevertheless that if at the Expiration of Twelve Months
from the Date hereof the above mentioned Sum of Five Thousand
Pagodas with the Interest of the same at the Rate of Ten per Cent

per

per Annum shall be well and truly Paid unto the said abovenamed George Savage Esqr his Heirs Executors Administrators and Assigns then and Immediately upon such Payment hereof the said Shaik Dowlee his Heirs Executors Administrators or Assigns shall and may Reenter the Premises above Mortgaged But in Case the said Sum of Five Thousand Pagodas with the Interest due thereon or any part thereof shall Remain due and unpaid after the time above limited the same having been first Lawfully Demanded It is hereby agreed that the said George Savage Esqr his Heirs Executors Administrators or Assigns shall and may put up to Sale at Publick Outcry the abovementioned Premises and out of the Produce from such Sale shall Retain the aforesaid Sum of Five Thousand Pagodas with the Interest thereon returning the Surplus unto the said Shaik Dowlee his Heirs Executors Administrators or Assigns In Witness whereof I have hereunto Set my Hand Seal in Fort Saint George the Day of June One Thousand Seven Hundred and Seventy three

Signed Sealed and Delivered
in the Presence of

A true Copy
Lt Colyear
Mayr for the Original

Mayors Court at Madraspatnam } { Tuesday the 26th day of December Anno Domini 1774

Present

George Savage Esquire Mayor
Thomas Powney — Reynold Adams
George Smith — James Hodges
George Baker — John Benton
John Turing — N. Indt Majendie

Aldermen

Between George Savage of Fort St George Esqr Complainant and Shaik Dowlee of Madras Merchant Defendant

The Defendant by his Money Mr Daniel Shaw being in Court and Acknowledging the Justness of the Complainants Demand 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 Five Thousand Pagodas Pagodas 5000. — 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

Vera