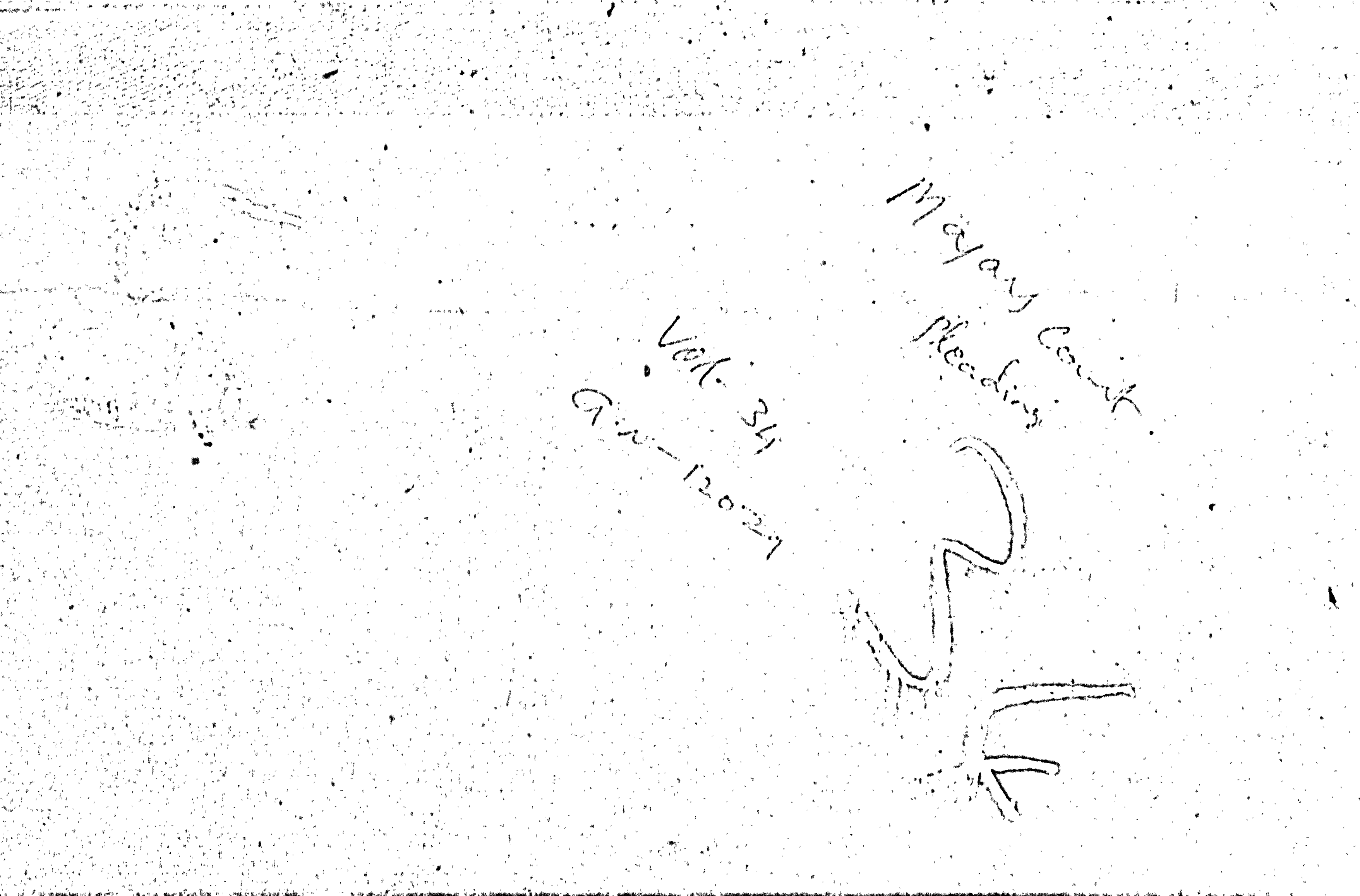
Mapleby Court
Reading
Unit 34
Plan 1320-27

Lahore Cant! Records. Volumeno: 34.

General No: 12029

Agreement was given the Company of the Place being taken by Ground and the said Company Troops belonging their Predecessors both Foot and Horse as found in the said Fort of Calcutt which Order was made by the Laws of War but that the Agreement was Void as to the Plunder of the Fort & Town not for the Fifth Part Reserved & given by the said Admiral Mr Comb to the Troops of the said United Company and that the said Admiral Mr Comb did not include the Troops of the said Admiral Under his Command as parties to the Consideration or Agreement with the said Prize given by the said Admiral Mr Comb, for the Payment in Coin that the said Admiral Mr Comb included the said Admiral Troops the Company would not have agreed for a Ransom — The Payment thereof Major Alexander Affidavit in the Name of the Complainants at Calcutta Jan.y 1758 only to Brigadier General Lurgh Smith by Colonel with the said Admiral Mr Comb then Commander in Chief Certify & Cleared for their Service in attending upon the Expedition — And that the said Brigadier General Lurgh Smith Did Pay Payment of the Fifth with the said Admiral Mr Comb for Division of the said Complainants and the Troops of the said Admiral and that the said Admiral Mr Comb did declare that He had no Authority or Instructions from the Admiralty to make them any Allowance in Lieu of Prize Money and that He was Content they should have Prize Money and that there was a Fifth Part of the Whole which the Admiral might Dispose of that in Favour of Brigadier General Smith Admiralty Himself or might retain the Same and Demand it for his Own Use an Allowance and that one Should be made — And prove the Facts by the Interrogatory —

That for the Interrogatory the Defendant with that the said Brigadier General Lurgh Smith did not make any Inventory of the

Fifth

recommend to his Father to allow the Complainants and the Troops under his Command Ransom Money or to make them some allowance in Lieu thereof — This Deponent cannot say that the Complainants were Seemingly Satisfied, but when they found that Brigadier General Joseph Smith had done all He could in their behalf they had hopes that the said Mendut Ali Omrah's Sending to his Father would prevail — And more saith not to the Interrogatory — To the Sixth Interrogatory this Deponent saith, that He doth know that the said Mendut Ali Omrah did make Proposals to the said Brigadier General Joseph Smith in Consideration of the United Company's Troops Relinquishing their Right to Booty and Plunder taken at the said Fort or Place of Ramnadapuram and that He said Brigadier General Joseph Smith did Assemble the Principal Officers of the said United Companys Troops and that the said Brigadier General Joseph Smith did Acquaint the said Officers with the Terms and Proposals of the said Mendut Ali Omrah and such Terms and Proposals were Accepted of by the said Officers — And that this Deponent Major Braithwaite and to the best of this Deponents Recollection Captain Baillie and Cary were also Deputed or Appointed to wait on the said Mendut Ali Omrah on behalf of the said United Companys Troops to Acquaint him of this Proposals being Accepted of But that if this Gentleman had any Inclination to decline the Offer made by him they were willing to accept of it — He said He was very well Satisfied and after hearing the said Meeting or Agreement as Mentioned in the Preceding Interrogatories Explained He assented to the same — This Deponent cannot Recollect that any of the Complainants were ever at any of the Meetings had by and between the said Mendut Ali Omrah

the Original Journals Lieut. and Captain Lieut. [illegible]
mon Cartels at Cuddalore Lieut. Commandant [illegible]
said Nabob at Chunar Ensign [illegible]
Original Corps Agreeable to the Establishment [illegible]
Adjutant Quarter Master Surgeon [illegible]
Officers Sub Commandant Ensign [illegible]
with the Medical Subsistance [illegible]

Fort St. George
Chief

Chas. Floyer

Mayors Court
Madrasapatnam

Before me Richard Benn Esqr. Mayor
and Chief Judge of the Court of Request
for himself and the Inhabitants of the Black
Town Edward Monckton Esqr. Captain
Commanding the Fifth Battalion of Sepoys
Officers Sub Commandant Ensign [illegible]
and Quarter Master Sergeant [illegible]
Battalion Consisting of Nine Hundred
Sepoys Commissioned Officers and Private
for himself and the said Battalion of Sepoys
Commanding Officer of the Company
Battalion of Sepoys Commissioned Officers
Sergeant Major and Quarter Master

Command Norman MacLeod Ensign in the Service of the said
Nabob Du Revel Surgeon in the Service of the said Nabob Anthony
Dabee Lieutenant in the Service of the said Nabob John Elliot
Ensign in the Service of the said Nabob Peter Elsinge in the
Service of the said Nabob Peter Nicholas Ensign in the Service
of the said Nabob William Wilcox Late Lieutenant now Captn
in the Service of the said Nabob John Lowden Captain in the
Service of the said Nabob for himself and Nine Hundred Se-
poys non Commissioned Officers and private Men under his
the said John Lowden's Command John Hough Ensign in the
Service of the said Nabob Charles Commins Ensign in the
Service of the said Nabob Edward Trevor Ensign in the
Service of the said Nabob Amadu Goudard Captain in the
Service of the said Nabob for himself and Seven Hundred
and Eighty Sepoys non Commissioned Officers and Priva-
Men under his Command Stephen Lynch Lieutenant of
Artillery in the Service of the Said Nabob for himself and
one Corporal and twenty five Sepoys Gunners under his Com-
mand Grove Gillo Captain in the Service of the said Nabob
for himself and the said Nabob 6th Battalion of Se-
poys under his Command Consisting of Nine Hundred and
Fifty Sepoys non Commissioned Officers and Private Men
Lewis Hamelton Ensign in the Service of the said Nabob John
Mose Ensign in the Service of the said Nabob Joseph Smith
Captain of Cavalry in the Service of the said Nabob for him-
self and Two Havildars One Sergeant Major One Quarte...

Twenty four Pages under the Common Seal
of the Court of the said Nabob
Lieutenant in the Service of the Nabob of
Mahabut Khan &c. and Others against
Cha. and Thos. Parkinson of the Kingdom of

Depositions of Witnesses taken and
taken in the Cause aforesaid.

Lieutenant George Mackay of the Town of
of Maitland of England Trading
Lieutenant and Register of the Court of Oyer
and Terminer for the Trial of Offences
the Common Pleas for the Province of
Esq. Chief Justice of the Province
and aforesaid Esq. one of the Justices
Esq. one of the Justices
Esq. one of the Justices

the Great and Little Marawar Countries and that the said Brigadier General Joseph Smith did Apply to the said Amdut ul Amrah for on behalf of the said Complainants and the Troops of the said Nabob and did Represent to him against his Father Troops if they were not rewarded for their Services and the said Amdut ul Amrah did Declare He was much inclined to reward them but as there never was an Instance of the Nature happened in his Fathers Service before He could not take upon himself to determine at present at the same time to Recommend them to the Nabob his Father and more saith not to this Interrogatory.

To the fourth Interrogatory this Deponent saith, that at the time the said Brigadier General Joseph Smith took the said Place of Cammadgherum he did not make any Inventory of the Effects found in the said Place — that the said Brigadier General Joseph Smith did withdraw the said United Companys Troops from the said Place Cammadgherum and that the said Amdut ul Amrah did take immediate Possession by placing some of the Complainants with the said Nabobs Troops under their Command in the said Fort or Place of Cammadgherum, there were no Returns made to the said Brigadier General Joseph Smith of the monies and Effects in the said Fort or Place previous to his Delivering over the said Fort or Place that this Deponent ever Knew or heard of — and more saith not to this Interrogatory.

To the fifth Interrogatory this Deponent saith, that he doth Know that the said Brigadier General Joseph Smith did at the

(650)

(651)

6

Offices who this Deponent does not recollect did wait upon His Excellency
told him the Offices were satisfied and that when the Bond was made
out and Signed he should be put in Possession of the Fort and every thing
therein — That this Deponent doth know that the said Mordecai M'Conah
did enter into and give the Bond as Mentioned in the Preceding Inter-
rogatories — That many of the Complainants were present but were not
Consulted whether the Bond should be delivered up or not — and how
this Deponent became Acquainted with the Particulars Set forth in this
Interrogatory was by Acting as Secretary to His Excellency and having
Interpreted between him and Brigadier General Joseph Smith in
Selling the Business and also having drawn out the Bonds by his
Excellencies desire — And more Saith not to this Interrogatory —
And this Deponent saith that the Rebels Since
Last Interrogatory this Deponent saith that the Rebels Since
addressed a Petition to His Excellency Mordecai M'Conah Crying
for a Discard without Crying Quarter Like to Give Money — And
for a Discard without Crying Quarter Like to Give Money — And
more Saith not to this Interrogatory —

Geo Mackay

Sworn Court

Mayors Court
Madras Fort Saint George

Tuesday the 2d day of May
Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Smith John Turing
James Call George Proctor and
Edwd John Holland Aldermen

Between Michael

(45)

(53)

D.D.K.S. May 1777

To the Worshipfull the Mayor &
Court at Madrass patnam

Humbly Complaining Sheweth unto His Worship
Coot Yoor Orator Chenga Chitty & his Attorney Narrisa Rodrigues
of Madras Inhabitant that Comy Chitty Tyana Chitty of the same
Place Merchant Stands Indebted unto Your Orator in the full and Just
Sum of Five hundred and Forty six Pagodas and Thirty four Fanams
Current Money of Madras Making in Sterling Money of Great
Britain at the Rate of Eight Shillings for Every Pagoda the Sum
of Ninety Eight Pounds and fourteen Shillings as more
fully and at Large appear by an Account Current and also by
a Copy of the Translation of a Bond or Obligation given and granted
unto Your Orator by the said Comy Chitty Tyana Chitty on the Second
day of August which was in the Year of our Lord One Thousand Seven
Hundred and Seventy Six Remains annexed for the Inspection of this
Worshipfull Court which Your Orator prays may be admitted as part
of this his Bill of Complaint and whereas Your Orator hath frequently
Sued in an Amicable Manner Requested Payment of the said
Sum of Five hundred and Forty Six Pagodas and Thirty four Fanams
from the said Comy Chitty Tyana Chitty

But never could Obtain the Same Your Orator Most Humbly Prays that the
said Comy Chitty Tyana Chitty Personally and Personally Appear to
Say the same and give Your Orator any Manner of Satisfaction
touching the Premises Your Orator therefore prays a Generall Writt

(65)

Of Cunny Chitty Iyana Chitty in Acct Curr with Veeragua Chitty Cur.

1776					1777				
August	2d	To the Amount Principal of your Bond Dated this Day	400	—	March	21	By Cash Received	200	—
1777					May	2d	By Interest Dd from the 26th March to this day 1 Month 6 Days @ 16½ Cent pr Annum	3	10
May	2d	To Interest on Dd from the 2d August 1776 to this Day is 9 months @ 16½ Cent pr Annum	50	—				203	10
							By Ballance	246	35
		Pagodas	450	—			Pagodas	450	—

Fort Saint George
2d May 1777

Errors Excepted
Jno Dupuy

2d August 1776

I Cunny Chitty Iyana Chitty do hereby Acknowledge to have Received of Veeragua Chitty on my Urgent Occasion the full & just Sum of three Pagl/ four hundred Pagodas Current Money of Madras which Sum I Promise to Pay on Demand with Interest at the Rate of 16½ pCent pr Annum Drawn by Coorachatty man by the Consent & Knowledge of Sunkara Row & Vincadasha Chitty.

Signed
Cunny Chitty Iyana Chitty

Above Translation as Near as Can be from the Original
Tho Dupuy
Tamul Language

Chitty Compt.

Condition And Administrators the Money Due on the said Bond or Obligation Or Non Payment thereof to the said Narcissus Rodrigues his heirs Executors and Administrators to Sue for and Recover the same, and on payment thereof to Deliver up and Cancell the said Bond or Obligation and give Sufficient Releases and Discharges therefore and one or More Attorney or Attorneys under him, to Constitute and Appoint in the Name of the said Narcissus Rodrigues his Attorney or Attorneys to Act in the Premises, the said Veerapua Chetty doth hereby allow and Confirm and the said Veerapua Chetty doth Covenant with the said Narcissus Rodrigues that he the said Veerapua Chetty hath not Received nor will Receive the said Money due on the said Bond or Obligation or any part thereof neither shall or will Release discharge the same or any part thereof, But will Own and allow all Lawfull proceedings for Recovery thereof by the said Narcissus Rodrigues saving the said Veerapua Chetty harmless of and from any Cost that may happen to him thereby In Witness whereof the said Veerapua Chetty have hereunto set my hand Seal in Madras this Second day of May in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven

Signed ...

In the presence of

Mayors Court at Madrasputnam

Tuesday the 23d May 1777

Present

Thomas Reynolds Esqr Mayor

George Taylor & Alexr Brodie Esqrs

Aldermen

Between Vellaydan Pillay of Madras Inhabitant Plaintiff

and Vira Perumal Defendant

The Defendant having this day been duly called to the Judge of the Complaint Chamber but not coming Nor any for him Ordered that the Plaintiff be at Liberty to proceed to Judgment against the Defendant by default

To the Hon.ble the Mayors Court at Madrasputnam

Humbly Complaining sheweth unto this Hon.ble Court Your Orator Arumungalum Subramanney Pillay by his Attorney Narrisinna Pedrigues of Madras Inhabitant that Vellaydan of the same place Inhabitant stands indebted into Your Orator in the full and Just sum of Four Hundred and fifty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the sum of One Hundred and Eighty Pounds or thereabouts as Doth more particularly and at Large Appear by Copy of the Translation of a Mortgage Bond given and granted unto Your Orator by the said Vellaydan Dated the Twenty third day of June Which was in the Year of Our Lord One Thousand seven Hundred and Seventy three Remains annexed for the Inspection of this Hon.ble Court whereby Your Orator Prays may be admitted as part of this his Bill of Complaint and Your Orator further sheweth unto this Hon.ble Court that he hath frequently Demanded in a Friendly Manner Repayment from the said Vellaydan of the said sum of Four Hundred and fifty Pagodas Nevertheless the said Vellaydan Obstinately and Wilfully refuses to Grant the said Vellaydan Obstinately and Wilfully refuses to Pay Him or to give Your Orator any Manner of Satisfaction Touching the premises Your Orator therefore prays a General Relief

Madrid 23d. June 1773.

I Vellaydan Son of Sagoor Candapah Mudelly Do Give this Mortgage Bond to Irunnungalum Seebramoney Chitty that is to say Have Borrowed and Received of him the full and Just Sum of Four Hundred and fifty Pagodas Current Money of Madras for which Sum I have Mortgaged My House and Ground Within Chuultry Bolt of Sale Situated at Medial Pellah in the Veneala Chitty Street on the West Side to the House of Pelapah Grand Son of Chagoor Comarapa and on the East Side to the House of the said Veneala Chitty containing from the East to West 28 feet and from North to South fifty two feet and another Piece of Ground in the Back Yard Side adjoining Within Length 23 1/2 feet and in Breadth 5 1/2 feet Which said Sum Conditioned to be paid on Demand With Interest at the Rate of 9 P Cent P Annum I the Vellaydan Voluntarily Give this Mortgage Bond to Irunnungalum Seebramoney Chitty Dewan by Mupparchem Annamaly.

Signed
Vellaydan

Witness
Annamaw Candapah &
Yellapah

A True Translation as Near as Can be from the Malabar Language

Ty DiPuy
Mty Compliment

To all People to whom these presents shall come
Greeting Whereas Vellaydan of Madras Inhabitant in and by one Mortgage Bond bearing Date the Twenty third Day of June Which Year of Our Lord One Thousand Seven Hundred and Seventy

Sommangalum Sobramoney Chitty Articled Covenant with the said Narrif-
sew Rodrigues that he the said Sommangalum Sobramoney Chitty
shall not Receive nor will Receive the said Money Due or to become
Due on the said Mortgage Bond or any part thereof Neither shall or
will Release or Discharge the same or any part thereof but will
Bear and Allow of all Lawfull Proceedings for Recovery thereof by
the said Narrifsew Rodrigues Saving the said Sommangalum Sobra-
money Chitty harmless and from any Costs that may happen to
him thereby

In Witness whereof the said Sommangalum Sobra-
money Chitty hath hereunto set his hands and Seal in Madras the
First Day of May in the present Year of Our Lord One Thousand
Seven Hundred and Seventy Seven

Sobramonya Chitty (L.S.)

Signed Sealed and Delivered
in the Presence of

Tuesday the 6th day of May
Anno Domini 1777.

Present

Andrew Maxwell Esquire Mayor
George Pigot Alex.r Brodie
Aldermen

Between Sommangalum
Sobramoney Chitty by his
Attorney Narrifsew Rodrigues of Madras

(71)

Ramah Kistnah ato take out Letter of Administration to his the
Said Ramah Kistnahs Estate but as the said Complainant hath not
done so this Defendant humbly Conceives that his Action is Pre-
mature and Illegal

For Which and divers other Causes this Defendant
doth Demur in Law unto the Complainants Said Bill of Complaint
and all the Matters and things therein contained and humbly De-
mands the Judgment of this Honble Court whether she shall be
Compelled to make any other or further Answer thereunto and
prays to be hence Dismissed with her Reasonable Costs and
Charges in this behalf most wrongfully sustained

Dan.l Shaw

Att.y for the Defendant

Filed the 15th March 1771

The Demurrer of Audy Norris
Admr. of the Estate
which Complainant Died
Seized and Possessed
of the Premises Mentd
Demurr to the Bill
Filed 15th March 1771

(72)

Filed the 16th May 1771

This Defendant by Protestation not confessing
acknowledging all or any of the matters in the Complt
mentd to be true in such manner as the Complt
hath in his said Bill of Complaint alledged
Answers and Says that the said Complt
Ought not to have or maintain his said Bill
of Complaint against this Defendant for
Answer thereunto or to the discovery
sought thereby for Answer this Defendant
saith that the said Complt
hath not Made Executors to the Will of
the said Ramah Kistnah deceased but
Only Made Administrators to the Estate
and Effects of the said Deceased and
that the said Complt
hath not taken out Letters of Administration
to the Estate and Effects of the said Ramah
Kistnah without which the Complt
cannot Sue for or Recover any Debts
Due to the said Ramah Kistnah deceased
and this Defendant Submits that the
Complt
hath not Made such Parties to his
Said Bill of Complaint as he ought to
have done and this Defendant Submits
that the Complt
hath not Made Such Parties to his
Said Bill of Complaint as he ought to have done

Extract from the Minutes of a Court Held at the Town Hall at
Dundee the 6th Day of May Anno Domini 1777.

Present

Andrew Majendie Esquire Mayor

George Proctor & Alexr Brodie

Aldermen

Judge Narrain Chilly Administrator to the Estate and Effects
of Nundakishnah Deceased
pers
Mootaloo Ummah
Pl. Bill with an Account Current Copies of Bonds or Obligations and
an Assignment annexed &c
Dimmurr Read
Sainder Read

The Dimurrar and Sainder Coming on to
be Argued and Determined this Day in the Presence of the Attornies
on both Sides on Reading the Complainants Bill with an Account
Current, Copies of Bonds or Obligation and an Assignment annexed,
the Demurrer, the Sainder on Hearing the Pleadings and
Agreements made use of by the Attorneys and on Due Consider-
ation had thereon The Court are of Opinion that the Pleas made use
of by the Defendant in her Demurrer are insufficient to Bar
the present Action This Court doth therefore think fit to
Order and doth Accordingly Order that the Demurrer be Over-
ruled with Costs

(67)

Recd the 21st April 1757

To the Honble the Governor
Council & Assembly

Humbly Complaineth unto the
Honble Court for the Town & Island of Madras
Aaron Ellis of the Town & Island aforesaid Merchant
the Same Place Admitted & Sworn Attorney
Resident & Inhabitant in Great Britain
Master Mariner in Behalf & for the Use & Benefit of
the Owners & Proprietors of the Ship Called the
Success of London Burthen about Four hundred
Tons Mounted with Twenty Guns & Navigated
with Fifty Men & upwards Whereof the Said
Aaron Ellis was Master & Commander in the
Voyage hereafter Mentioned & now Lyeth in the
Road of Madras aforesaid That the Said Ship
Success being Bound from the Port of London
aforesaid to the Coast of Coromandel & Bengal
in the East Indies & Laden with Sundry Goods
Wares & Merchandizes Proper for the Said Coast
& Bengal Sailed from the Downs on or about the
Twenty Sixth Day of January One Thousand
Seven Hundred & Fifty Six & Arrived at
Madras aforesaid on or about the Twenty Second
Day of August following & Safely Moored in the
Road there & Delivered Part of her Cargo
and Continued there Trading & Selling the
Remainder of her Cargo & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of October
following & Arrived at Fort St David on the
Coast aforesaid on or about the Twenty Seventh
Day of the Same Month & Delivered Part of her
Cargo & Continued there Trading & Selling the
Remainder of her Cargo & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of November
following & Arrived at Madras aforesaid on or
about the Twenty Eighth Day of the Same Month
& Safely Moored in the Road there & Delivered
the Remainder of her Cargo & Continued there
Trading & Selling & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of December
following & Arrived at Fort St David aforesaid
on or about the Twenty Seventh Day of the Same
Month & Safely Moored in the Road there &
Delivered the Remainder of her Cargo & Continued
there Trading & Selling & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of January
following & Arrived at Madras aforesaid on or
about the Twenty Eighth Day of the Same Month
& Safely Moored in the Road there & Delivered
the Remainder of her Cargo & Continued there
Trading & Selling & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of February
following & Arrived at Fort St David aforesaid
on or about the Twenty Seventh Day of the Same
Month & Safely Moored in the Road there &
Delivered the Remainder of her Cargo & Continued
there Trading & Selling & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of March
following & Arrived at Madras aforesaid on or
about the Twenty Eighth Day of the Same Month
& Safely Moored in the Road there & Delivered
the Remainder of her Cargo & Continued there
Trading & Selling & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of April
following & Arrived at Fort St David aforesaid
on or about the Twenty Seventh Day of the Same
Month & Safely Moored in the Road there &
Delivered the Remainder of her Cargo & Continued
there Trading & Selling & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of May
following & Arrived at Madras aforesaid on or
about the Twenty Eighth Day of the Same Month
& Safely Moored in the Road there & Delivered
the Remainder of her Cargo & Continued there
Trading & Selling & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of June
following & Arrived at Fort St David aforesaid
on or about the Twenty Seventh Day of the Same
Month & Safely Moored in the Road there &
Delivered the Remainder of her Cargo & Continued
there Trading & Selling & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of July
following & Arrived at Madras aforesaid on or
about the Twenty Eighth Day of the Same Month
& Safely Moored in the Road there & Delivered
the Remainder of her Cargo & Continued there
Trading & Selling & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of August
following & Arrived at Fort St David aforesaid
on or about the Twenty Seventh Day of the Same
Month & Safely Moored in the Road there &
Delivered the Remainder of her Cargo & Continued
there Trading & Selling & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of September
following & Arrived at Madras aforesaid on or
about the Twenty Eighth Day of the Same Month
& Safely Moored in the Road there & Delivered
the Remainder of her Cargo & Continued there
Trading & Selling & Taking in Part of her
Homeward bound Cargo & Departed from thence
on or about the Twenty Fifth Day of October
following & Arrived at Fort St David aforesaid
on or about the Twenty Seventh Day of the Same
Month & Safely Moored in the Road there &
Delivered the Remainder of her Cargo & Continued
there Trading & Selling

Mayors Court at
Madrispatnam

Tuesday the 8th day of May
Anno Domini 1770

Present

Stephen Sulivan Esqr Mayor
Edward John Hollond & Nic. Morse Esqrs

Aldermen

Between Sumroo Pulla
and Cupen Pulla
Plaintiffs
and
Ramalinga Mudeliar
Defendant

The Defendant having entered his Plea
to the Bill of the Plaintiffs Complaint
and the Plaintiffs having this day
produced to the Court a Bond executed
by the Defendant and Timmana Pulla
bearing Date the 25th day of February
1769 for the Payment of Eighty Pagodas
with Interest at the Rate of 12 p Cent
per Annum which Bond was duly proved
by the Oaths of the Witnesses
thereto

It is Ordered that the Defendant
do pay unto the Plaintiffs the Sum
of Eighty Pagodas with Interest
at the Rate of 12 p Cent per Annum
from the 25th day of February 1769
to the 8th day of May 1770 being
the Time of Payment of the said
Bond amounting to Eighty Pagodas
and Eight Pagodas more for Interest
making in the whole Eighty Eight
Pagodas which Payment is to be made
on or before the 15th day of May
1770 and in Default thereof that
the Defendant do stand committed
to the Custody of the Keeper of the
Choultry Prison there to remain
until he shall have made Payment
of the said Sum of Eighty Eight
Pagodas with Interest thereon
from the 8th day of May 1770
until Payment be made and also
pay the Costs of this Suit

Hu

[illegible] 19

Pulla and Cupen may upon their Corporal Oaths full true
and perfect Answer make to all and singular the Matters and
therein before set forth and alledged as fully truely and Effe
-ctually to all Intents and Purposes as if the same were here
Repeated and particularly Interrogated and that they may
Decreed to payment of your Orator the aforesaid Sum of Eig
seven Pagodas together with all such Interest as more or
hereafter become Due thereon also all Costs of this Suit

May it Please this Worshipful Court to
the said Cumroo Pulla and Cupen Pulla summoned and Ap
by the Sheriff of Fort Saint George Town of Madraspatnam
the Districts thereof personally to be and appear before this
Court purposed and Appointed then and there to Answer
your Orators Bill of Complaint and further to stand to
abide by such Order and Decree therein as to this Worshipful
seem Meet

Hy DuPay
Atty Compt

16th December 1770

Cumroo Pulla and Cupen Pulla Chindadry from
do hereby Acknowledge to have Borrowed and Received from
Mudeliar the Sum and Sum of Fifty Pagodas Current Mo
of Madras Pagodas on or before the 25th day of February 1770 with
Interest at the Rate of 12 p Cent per Annum which we Voluntarily Co
this Obligation Bond with our Consent Drawn by Annaba
signed

Witnesses
Timmanna Pulla
Ramalinga Pulla

Cupen Pulla
Cumroo Pulla

Filed 6th May 1777

To the Honble the Mayors
Court at Madrasspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator William Hornsby of Madras Inhabitant that Cawn Saib of Madras aforesaid Inhabitant Stands justly and truly Indebted unto Your Orator in the full and just sum of Sixty Pagodas Current Money of Madras Making in Sterling Money of Great Britain after the Rate of Eight Shillings & every Pagoda the sum of Thirty six Pounds as Remembrances will more fully and at large appear by one Mortgage Bond or Writing Obligatory, now in your Orators Custody or possession and ready to be produced for the Inspection of this Honble Court when Required.

And Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Cawn Saib of the said sum of Sixty Pagodas and Interest.

But now so it is and may it please this Honble Court the said Cawn Saib Obstinately and wilfully Refuses to pay & became or to give Your Orator any manner of Satisfaction touching the Premisses Your Orator therefore prays a general Relief such as to this Honble Court shall appear agreable to Equity and good Conscience.

To the End therefore that the said Cawn Saib may upon his Original Oath full true direct and perfect Answer make upon the Premises and to all & singular the Matters and things herein before set forth & that as fully & perfectly to all Intents and purposes

before the Orginal Hble Court

Filed 6th May 1777

with 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 Ninety Pagodas Pags. 90 — / together with all such Interest as more is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Fort the 6th March 1777

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Sudy Narrain Chitty of Madras Merchant, by his Attorney John Benedict of Madras aforesaid Inhabitant, that Mahomed Alim and Sheeky Bey of the same place, Merchant, stand Jointly and Severally Indebted unto Your Orator in the full and Just Sum of Eighty Five Pags. and Five Fanams, Current Money of Madras, making in Sterling Money of Great Britain, at the Rate of Eight Shillings for every Pagoda, the Sum of Sixty Four Pounds Ten Shillings, or thereabouts, as will more fully and at large appear by the Translate of a Bond or Writing Obligatory in the Malabar Language on Account and an Assignment of the said Bond, made Really and Bona Fide by Your Orator unto his said Attorney hereunto Annexed for the Inspection of this Honble Court to which and every of them your Orator most Humble Refers and prays that they may be Admitted

as if the same were herein Specially and particularly Charged and that he might Rejoin and Answer the premises and that by the Order of this Honble Court the said Defendants may be Compelled to Answer the premises upon their Corporal Oaths and that your Orator may have the Benefit of the said Bond and Costs of Suit

Mayors Court Madraspatnam

Present Andrew Hayward Esqr Mayor Edward John Holland Esqr Alderman

Thursday the 6th Day of March 1777

Sudy Narrain Chitty of Madras Merchant by his Attorney John Benedict of Madras aforesaid Inhabitant

Mahomed Alim and Sheeky Bey of the same place Merchant

(632)

(633)

Humand Dl That he has Reasonable Belief
that the Defendants will use their Endeavours to Remove themselves
from the Jurisdiction of this Honble Court
on hearing that a Bill is filed against
them & a Summons Returnable Imme-
diately and Warrant of Arrest issued
Andrew Majendie
Mayor

25th July 1775

Be it Known unto Him and Wesley Boy Esqre Sons of Anjabo
of Madras, Merchants, do hereby Jointly Grant this Interest Obliga-
tion to Muddy Narrain Chitty of the same place Merchant, Pat is
to say Rs. 4000 Borrowed and Received of you the Sum of Twenty Five
Pagodas Current Money of Madras, which Sum with Interest thereon
after the Rate of 3½ p Cent p Month to be paid on or before the
Twenty Fifth day of October Next Thus We have Voluntarily
Granted you this Obligation We further bind Ourselves Jointly
and Severably to pay off this Bond according to the above Limited
time Witness by our Seals Subscribed

Witnessed
Mootia Krishna Chitty
Narrain Chitty

Signed
Mahomed Him
Wesley Boy

A True Translate as near as can be Taken from
the Original in the Malabar Language by Cubroyah Sworn Cust
Interpreter

Dan Shaw
Atty for the Compt

(684)

Nathaniel Allen & Hadley Esqr

1775 Jany 15th Recd upon the Execution and Delivery of the within Bond the Sum of Two hundred and Eighty Pounds Lawful Money of the Province

£280 0 0

Pr Nathl Allen & Hadley Esqrs

Receipt £280 0 0

Nathaniel Allen & Hadley Esqrs

Bond Cancelled

(23)

Know all Men by these Presents that I John Benedict of Norwalk in the County of Fairfield and Province of Connecticut in New England Esqr am holden and firmly bound unto Nathaniel Allen and Hadley Esqrs both of Norwalk in the County and Province aforesaid in the Sum of Two hundred and Eighty Pounds Lawful Money of the Province aforesaid to be paid to the said Nathaniel Allen and Hadley Esqrs their Heirs Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and dated the fifteenth Day of January in the Year of our Lord One thousand seven hundred and seventy five

The Condition of the above Obligation is such that whereas the above bounden John Benedict hath this Day purchased of the said Nathaniel Allen and Hadley Esqrs a certain Tract of Land lying in Norwalk aforesaid containing about Two hundred and Fifty Acres be the same more or less bounded as follows viz Northerly on Land of Thomas Hyatt Easterly on Land of Thomas Hyatt and Land of Ebenezer Hyatt Southerly on Land of Ebenezer Hyatt and Land of Joseph Hyatt and Westerly on Land of Joseph Hyatt and Land of Thomas Hyatt and Land of Ebenezer Hyatt and

(686)

being the Sum Defendant Wm Lovell pleading to
that may happen Errors &c. Whereupon it is Ordered
Mayor Court Madrasapatnam the Defendant do plead
the Forty Days of Easter Term next Ensuing
Defendant &c.

Signed Sealed &c
in the Presence of

Mayor's Court at
Madrasapatnam

Thursday the 29th Aug.t 1776

Present

Andrew Ruddock Esqr Mayor
Edward John Hollant } Aldermen

Between Ens.n John Durand
Plaintiff
and
William Lovell
Defendant

(687)

By to answer the Complainants Bill which he has neglected doing &c
Court doth therefore think fit to Order and Decree and to the Accord-
ingly Order and Decree that the Defendant Wm Lovell Esqr shall pay
unto the Complainant the full and just sum of Eight pagodas
and five fanams (Pags 8 5 —) together with all such Interest
as more is or shall hereafter become Due thereon till full
Payment is made also all Costs of this Suit

Ordered

Filed the 29th Aug.t 1776

To the Honble the Mayor's
Court at Madrasapatnam.

Humbly Complaining Sheweth unto
the Honble Court your Orator John Durand Captain in the Service
of the Honble the English East India Company at Presidency
Madras, and one of the Executors named in the Last Will and Testa-
ment of Abraham Haigan Deceased late a Lieutenant Colonel in
the service of the said East India Company, that Lawrey of Madras
aforesaid Pollock, stands Indebted unto your Orator, as Executor
aforesaid, in the full and just Sum of Eighty six Pagodas and
Five Fanams, Current Money of Madras or Long or Sterling
Money of Great Britain, at the Rate of Eight Shillings for
every Pagoda, the Sum of Sixty Eight Pounds Eight Shillings and
Eight Pence, or there abouts, as will more fully and at large Ap-
pear by an Account hereunto Annexed for the Inspection of
the Honble Court to which your Orator most humbly Refer
And

Sammy Dubash ..... Dr.

1776. July 2. Archdale Palmer Esq. had and Rec.d by your form Note on Account of the Estate of Abraham Tujan ..... 133. 21.—

Recd. .....

Fr. George Dawson Esq.r ... Ditto ... Ditto ... Ditto .. 52 21.—

Fr. Captain Black ..... Ditto ... Ditto ... Ditto .. 30.——

216. 3.—

Ditto Cr.r

By Cash Received on part ..... 20.——

By ... Ditto ... Ditto ..... 100.—— 120.——

Balance Due Pagodas. 96. 3.—

Madras 19th August 1776

Errors Excepted

John Durand

Mayor's Court at Madras Pattinam

Tuesday the 13.th day of May Anno Domini 1777.

Present

Andrew Majendie Esquir Mayor

Edward John Holland & Alex.r Brodie

Aldermen

Between John Durand Captain in the Service of the United the English East India Company at Present in Madras and one of the Creditors named in the List of

(91)

Shillings & Pence abuts, for the following Articles Sold and delivered to the said Sawny Naickers by your Orator as follows——

In the Year of Our Lord One Thousand Seven Hundred and Seventy three

	One Dozen of Cards	1	21
11th March	1 Pair Shoes	8	
2d do	1 Dozen of Brandy	3	
26 do	2 Pounds Candles	8	
7th April	1 Dozen of Brandy	3	
16 do	1 Bottle of Do	3	
23 do	1 Bottle of Do	3	
5th May	1 Bottle of Do	3	
21 do	1 Bottle of Do	3	
16th June	1 Bottle of Do	3	

Pagodas 38 21

And whereas your Orator hath frequently and in an Amicable manner Requested Payment of the said Sum of Thirty Eight Pagodas and twenty one Fanams from the said Sawny Naickers

But now so It is May it Please this Noble Court the said Sawny Naickers Obstinately and wilfully Refuse to Pay the same or to give your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays a Genral Relief Such as to this Noble Court shall Appear agreeable to Equity and Good Conscience Forasmuch Therefore that the said Sawny Naickers may upon his Corporal Oath full true direct and perfect Answer Make to all and singular the matters and things herein before Set forth and alledged as fully truely and Effectually to all Intents and Purposes as if the same were herein again Repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the said Sum of Thirty Eight Pagodas and twenty one Fanams

(92)

To the Right Honble Hugh Earl of Huntingdon Baron Hastings Viscount Loughborough Lord Hastings Grandison Hungerford Botreaux Moleyns Hungerford & Moleyns Lord Hastings Botreaux Hungerford & Moleyns Lord Hastings Botreaux Hungerford & Moleyns Lord Hastings Botreaux

92

become due thereon also all Cts of this Suit

Ordered that the Rule of this Court be Enlarged
and Continued by the Mayor
of Fort Saint George Town of Madraspatnam &c Distrct
thereof Personally Cite and appear before the Worll Court at
a Certain time and Place to be by the Worll Court for that
appointed then and there to Answer the Said Mayors
Complaint and further to Rule and Order Thereon
and Determined by the Worll Court as Law and

8. October 1776

This Bill was shown to me in
Open Court at Adjournment to Saturday
June thirtieth Instant Present
George Smith
Mayor Court at
Madraspatnam

Saturday the 30th Augt: 1777
Anno Jemini 1777
Present
Andrew Majendie Esquir. Mayor
Edward John Holland } Aldermen

93

That the Mayors Rules have issued for the Defendant to Answer the
Complainants Bill which he has Neglected doing This Court
doth therefore think fit to Order and Decree and doth Accordingly
Order and Decree that the Defendant shall pay unto the Complainant
the full and Just Sum of Thirty Eight Pagodas and Twenty One
Fanams (Pags 38. 21--) together with all such Interests
now is or shall hereafter become Due thereon with full Payment
and made also all Cts of this Suit

Filed the 22d May 1777

To the Worll the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Worll Court Your Orator Respectfully Shashallum Chitty
of Madras Merchant by his Attorney Cortlandt Johnson of the same
place Inhabitant that Thavenoo Pundiah at Pount alam
Madras stands Indebted unto Your Orator in the full and Just
Sum of Five Hundred and Twenty Nine Pagodas Thirty seven
Fanams and fifty five Cash Current Money of Madras Ma-
king in Sterling Money of Great Britain at the Rate of Eight
Shillings for every Pagoda the Sum of Ninety One Pounds
and Nineteen Shillings as thereunto doth more fully
and at large appear by an Account Current and Copy of an Assign-
ment with Power of Attorney hereunto Annexed for the Inspec-
tion of this Worll Court and which Your Orator prays may be

(695)

such Order and Decree therein as to this Honble Court shall seem Meet

Jno. Sykes 2
Atty for the Complainant

22d May 1777

This Affidavit was sworn in the
days of Adjournment and the Complainants
Attorney having Leave to be Absent
Personal and that he believes the Defendant
is about to Depart from the Jurisdiction
of this Court to the Summons Returnable
Immediately & Warrant of Attachs issue
thereon

Sworn before me
George Steptoe
Com. Chancery

Dr Shawsere Pryor in Account Current with Benjamin Hyde Chancellor Bill

1771				1777		
Decem. 31	To Balance of Account			May 22	By Balance Due	22.3.55
	Allow him Per order					
	your Hond Meeting	15	8.35			
	P. Solicitor Defendts					
	5th Decem 1771 to 22					
	May 1777 is 5					
	Years 5 Months 2d					
	16 Days @ £ 2 P Ann					
	Amount	15	2.20			
	Pay'd	22	4.55		Pay'd	22.3.55

Port Royal George 22d May 1777
Errors Excepted

(616)

(617)

Know the same and on Payment thereof to Deliver up the said
Account and all other Vouchers relative to the same and give Ef-
fectual Releases and Discharges therefore and the more effec-
tually Constitute and appoint Whatever the said Fortune
Johnson or his certain Attorney or Attornies under him shall
Lawfully doin the said Premises the said Pasupatthy Sheshe-
shellum Chitty doth hereby Allow and Approve and the said
Pasupatthy Sheshashellum Chitty doth Covenant with the said
Fortune Johnson that he the said Pasupatthy Sheshashellum
Chitty hath not Received nor will Receive the said Money due or
become due on the said Account or any part thereof Neither
shall or will Release or Discharge the same or any part thereof
but will Allow and Allow of all Lawfull Proceedings for Recovery
thereof by the said Fortune Johnson during the said Pasupatthy
Sheshashellum Chitty harmless of and from any Cost that may
happen to him thereby In Witness whereof the said
Pasupatthy Sheshashellum Chitty hath hereunto set his Hand
and Seal in Madras this Twenty Second Day of May
in the Year of Our Lord One Thousand Seven Hundred and
Seventy Seven

Pasupatthy Sheshashellum Chitty (L.S.)

Signed Sealed and Delivered
(as being no Stamped Paper is to be
had in this Presence of

A true Copy

Attested

Filed the 21st April 1777

To the Honble the M
Court at Madraspa

Assembly Complaining Sheweth unto
Court Your Orator Sombaya Comaco Moodeliar of Madras Sub
by his Attorney William Lawrook of the same place Inhabitant
Canoe Moodeliar also of the same place Inhabitant Stands Ind
to Your Orator in the full and Just Sum of Two Thousand and
Hundred Pagodas Current Money of Madras Making in Ster
money of Great Britain at the rate of Eight Shillings p
Pagoda the Sum of Eight hundred and Forty Pounds as appear
a Bond intered into by the said Canoe Moodeliar and me
large Moodeliar who is since Dead Copy of which Bond to
with an Assignment thereunto annexed for the Inspection of
Honble Court to which Your Orator most humbly refers and
the same may be Admitted as part of this Your Orators Bill
Complaint And Your Orator further Sheweth unto this Honble C
that he hath frequently had in an Amicable Manner Requested
ment from the said Canoe Moodeliar of the said Sum of Two Tho
and One hundred Pagodas

But now so it is may it please this Honora
Court the said Canoe Moodeliar Wilfully and Obstinately refuses to
the same or to give Your Orator any Manner of Satisfaction touching
premises Your Orator therefore prays a General Relief such as to the
Honble Court shall appear agreeable to Equity and good Conscience

To the End therefore that the said Canoe Moodeliar
may upon his Corporal Oath as full true direct and perfect answer
make to all and singular the Matters and things hereinbefore set forth
fully and perfectly to all Intents and

(91)

Mayors Court at
Madraspatnam

Tuesday the 5th May 1747
Anno Domini

Present

Andrew Maynard Esquire Mayor
James Call
David Elias Holland
Aldermen

Between Sombaya Comaco Moodeliar
Son & Heir of Ramaco Moodeliar
late of Madraspatnam Deceased
Plaintiff
and
Ramaco Pillay
Defendant

The Defendant being Called
to Answer the Complaint of
the Plaintiff in a Plea of
Debt Upon Bond
This Cause coming on to be heard
and Debated before the Court
in the Presence of Counsel
learned on both Sides
It is Ordered that the Plaintiff
Recover against the Defendant
the Sum of Eight hundred and
Forty Pounds Sterling
and Interest

Modaliar have Borrowed and Received of the above-nam
Comaree Modaliar the full and just Sum of Five Tho
and One Hundred Star Pagodas to carry Interest at the
of Twelve Pagodas per Annum Payable in Six Months from
date hereof

Now The Condition of this Obligation is such That if
above bound Seebarya Modaliar and Comee Modal
our Heirs Executors Administrators or Assigns shall
and truely pay or Cause to be paid unto Comaree Modal
Heirs Executors Administrators or Assigns the full
Sum of Five Thousand and One Hundred Star Pagod
gether with such Interest as shall or may become
upon then this Obligation to be Void and of no Effect
to be continue in full Force and Virtue.

Signed Sealed and delivered
in the Presence of

Edwd Bambridge

A true Copy
Wm Sedgley
Actg Compt

To all to whom these Presents shall come Greeting Kno
Myla Seebarya Modaliar and Comee Modaliar of Madra
an Penally Bond bearing date the first Day of May in the
Year of Our Lord One Thousand Seven Hundred and Seventy
for the Principal Sum of Five Thousand One Hundred Pagod
and Interest Stand Indebted unto Permbava Comee Modal
also of the same place Inhabitant Know Know Ye that
the said Permbava Comaree Modaliar for a Valuable Con
deration to him in hand Paid by William Lovedy of Madras
aforesaid Inhabitant at or before the Sealing and Delivery here

neither shall or will release or Discharge the same or any part
thereof, but will allow and allow of all Lawfull Proceedings for
the Recovery thereof by the said William Leacock saving the said
Pembara Comaro Modaliar hereby, and Witness whereof the
said Pembara Comaro Modaliar hath hereunto set his
hand and seal in Madras aforesaid this Eighteenth Day of
April in the Year of Our Lord One Thousand Seven Hundred
and Seventy three

/Signed/
Comaro (L.S.)

Signed Sealed
Deliverd in the Presence
of Pammaswamy
Seshayya

A true Copy
Wm. Sedgley
Sec.ty to Compt.

Mayors Court
Madras Patnam

Tuesday the 5th day of June
Anno Domini 1770

Present

Andrew Mayendie Esquire Mayor
Edward John Holland & Benj.a Roebuck
Aldermen

Between Pembara Comaro
Modaliar of Madras Inhabitant by
his Attorney William Leacock of
the same place Inhabitant Com-
plainant and Cause Modaliar late
of the same place Inhabitant Def.
endant.

A Copy of the Record of the Contract

Jerry dela Combe or Order Upon the said
Charles Darke to him addressed at Fort Saint George Madras,
which said Bill of Exchange the said Jerry dela Combe did under
the date of the Eighth day of October one Thousand Seven Hundred
and Seventy six duly endorse over unto Your Orator as doth More
particularly and at large appear by a Copy of the said Bill of
Exchange hereunto annexed for the inspection of this Honble Court
which Your Orator prays may be admitted as part of this his
Bill of Complaint, by Virtue of which said Endorsement Your
Orator sheweth that he did on or about the second day of Novem-
ber last past present the said Bill of Exchange to the said Charles
Darke did accept and promise to pay the Amount of the said Bill
of Exchange by writing thereon accepted Second day of November
One Thousand Seven Hundred and Seventy six Charles Darke
Your Orator further sheweth that he did also at the aforesaid time
receive another Bill of Exchange from the said Master Jerry dela
Combe drawn by Jerry under the date of the Seventh day of October
last past aforesaid for the Sum of One Thousand and Eighty Star
Pagodas payable on the fifteen day of the said Month of October to
Conte Vencanna or Order, upon the said Charles Darke to him
addressed at Fort Saint George Madras, which said Bill of Exchange
was by the said Conte Vencanna on the Ninth day of the said
Month of October indorsed to the order of Jerry dela Combe who
did the same day indorse the same over unto Your Orator as
doth more particularly and at large appear a Copy of the said
Bill of Exchange hereunto Annexed for the Inspection of this
Honble Court which Your Orator prays may be admitted as
part of his Bill of Complaint Your Orator further sheweth

Intents and Purposes as if the same were here again Repeated
and Particularly Interrogated and that he may be Decreed to
pay unto your Orator the aforesaid Sum of Nine Thousand one
Hundred and fifteen Pagodas together with all such Interest
moneys as or which Shall hereafter become due thereon also all
Costs of this Suit

May it Please this Honble Court to Cause
the Said Charles Darke to be Summoned and Required by the Sheriff
of Fort Saint George Town of Madraspatnam and the Peons
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

Thy Dupuy
Solr Complt

Madraspatnam the 5th October 1776 Sor 8035 Star Pags

On the fifteenth day of this Month, October, precisely, Please to
pay for this my first of Exchange, to Mr Tony La Combe or order,
the Sum of Eight Thousand & thirty five Star Pagodas, Value in
account with him, which please to pass to Account as advised by

Sir
Your Most Obedt Hble Servt
Jerry

Accepted 28 Nov 1776
Chas Darke

To
Charles Darke
Esqr
Fort St George
Madras

Mayors Court at
Madras Fort St George

Tuesday the 3d day of June
Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
Edward John Holland & Benj.n Roebuck
Aldermen

Between Edward Pitchers
of Madras Merchant Complt.
and Mr Charles Parker of the
same place Merchant Defen-
dant

This Defendant being in Court and Arraigned
Judging the Evidence of the Complainants Demand This Court
doth therefore think fit to Order and Decree and doth accord-
ingly Order and Decree that the Defendant shall pay unto the
Complainant the full and just sum of Nine Thousand One
Hundred and fifteen Pagodas Pags 9115 — together with
all such Interest is now is or shall hereafter become Due
thereon untill full Payment is made also all Costs of this Suit

Court

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In the Mayors Court

Madras

Timothy Crupticrianaig and [illegible]
Plaintiffs

[illegible]
Defendants

To the Worshipful the Mayor
Court of Judicature

Humbly Complaining Sheweth unto your Worship your Orators the said Timothy Crupticrianaig and [illegible] that your Orators are Inhabitants of Madras aforesaid and that the said [illegible] Defendants are also Inhabitants of Madras aforesaid and that your Orators have been Employed by the said Defendants as Linguists and Interpreters in the Course of their Business and Trade and that your Orators have Faithfully Discharged the Trust Reposed in them by the said Defendants and have Interpreted and Explained to the said Defendants all Letters and Writings that have been Delivered to them by the said Defendants and have Attended the said Defendants in all Matters and Things Relating to their Business and Trade as Linguists and Interpreters and have Received from the said Defendants for their Trouble and Pains therein the Sum of Five Hundred and Eight Pagodas and Upwards which the said Defendants Refuse to Pay to your Orators Contrary to Equity and Good Conscience

To the End therefore that the said Defendants may be Compelled to Answer the Premises and to Pay to your Orators the aforesaid Sum of Five Hundred and Eight Pagodas and Upwards with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please your Worship to Grant unto your Orators the Writ of Subpoena Directed to the said Defendants thereby Commanding them and Each of them at a Certain Day and under a Certain Penalty therein to be Limited personally to be and Appear before this Worshipful Court and then and there to Answer the Premises and to Stand to and Abide such Order and Decree therein as to this Worshipful Court shall Seem Meet

And your Orators as in Duty Bound Shall Ever Pray

Timothy Crupticrianaig
[illegible]

(71)

3-6

(71)

their Corporal Oaths full true Direct and perfect Answer make to all and Singular the matters and things herein before set forth and alleged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly Interrogated and that they may be Decreed to Pay unto Your Orators the aforesaid Sum of Five Hundred and Eight Pagodas and Upwards 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 Annachella Chitty and Sobah Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain Time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honorable Court shall Seem Meet

Jno Sykes

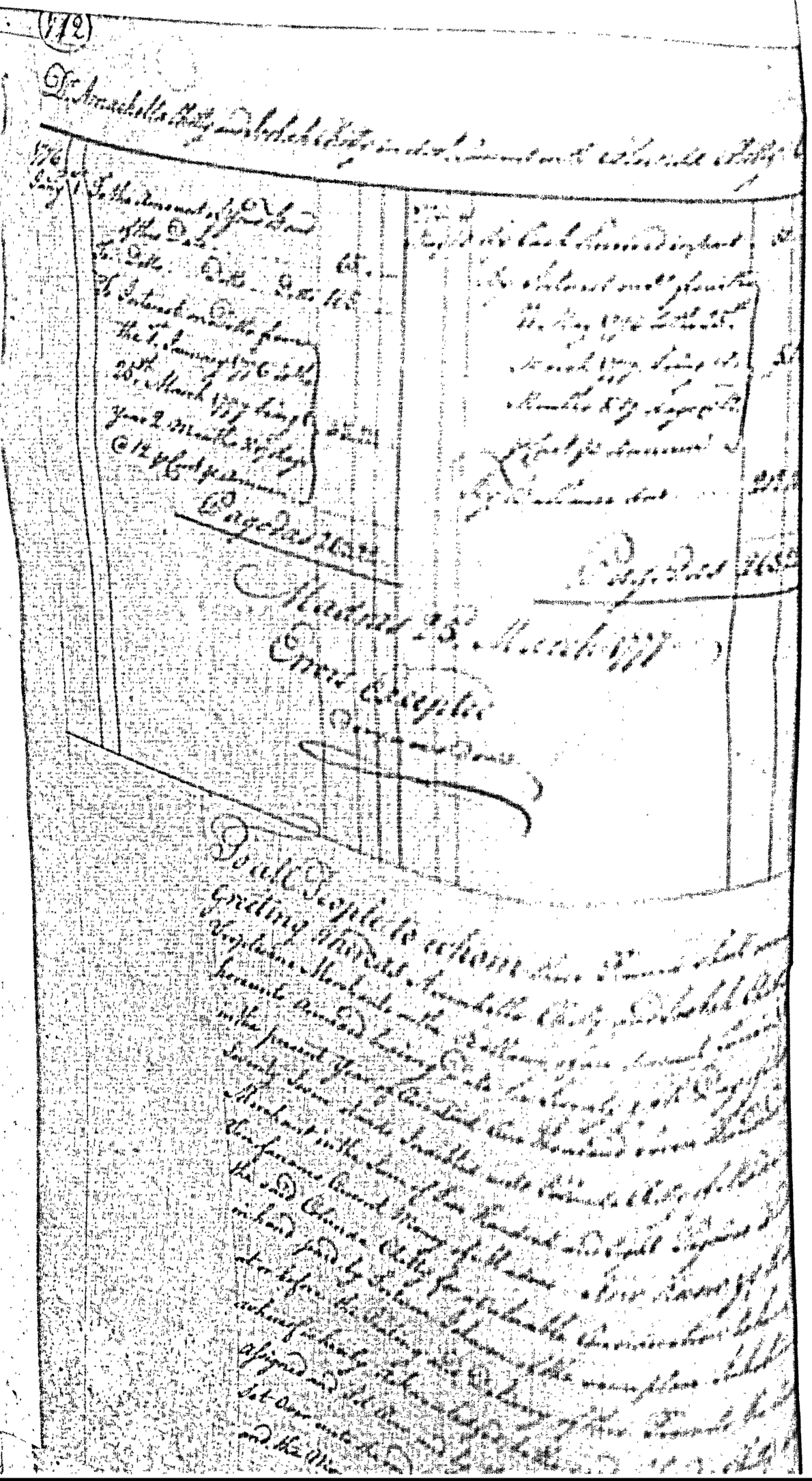
Atty for the Complt

7th April 1711

This Bill was Sworn to in Court on the day of Adjournment and the Complainants Attorney having been made Acquainted with the Contents of this Demand and that he has Reason to believe the Defendant is about to Depart from the Jurisdiction of this Honble Court Mr Commissioner Ives Commands the Body and Messengers of the Court

Andrew Majendie

Mayor



due and Owing and which may become due thereupon and all his Right and Interest of in and to the same and every part thereof and the said Olanda Chitty for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Fortune Johnson his Executors and Administrators his true and Lawfull 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 Fortune Johnson his Executors Administrators and Assigns to Ask Require Demand and Receive of the said Arachella Chitty and Sobah Chitty their Heirs Executors and Administrators the Money due and to become due on the said Account Current and on non payment thereof to the said Fortune Johnson his Heirs Executors and Administrators to Sue for and Recover the same and on payment thereof to Deliver up the said Account Current and Bonds and all other Deeds relative to the same and give Sufficient Releases and Discharges therefore and one or more Attorney or Attorneys under him to Constitute and whatsoever the said Fortune Johnson or his or their Attorney or Attorneys under him shall Lawfully do in the said Premises the said Olanda Chitty doth hereby Allow and Affirm and the said Olanda Chitty doth Covenant and Agree with the said Fortune Johnson that the said Olanda Chitty hath not Received nor will Receive the said Money due or to become due on the said Account Current or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own and Allow of all Lawfull Proceedings for Recovery thereof by the said Fortune Johnson saving the said Olanda Chitty harmless of and from any Cost that may happen to her thereby for Witness whereof

Fanams / Pag.s 208..10..— / together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Cost of this Suit

Filed the 14th April 1777

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Dubries of Fort Saint George Merchant Executor of the last Will & Testament of Nicholas Moore late of Fort Saint George aforesaid Esqr Deceased Probate of the said Will of the Said Testator having been granted unto Your Orator by this Honble Court That Chundoo Chitty and Ramah Anjeah of Madras Merchants Stand Indebted unto Your Orator as Executor as aforesaid in the full and Just Sum of Two Hundred and Sixty Pags Twenty Six Fanams and Eight Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Ten Pounds and fourteen Shillings which accounts as will more fully and at large Appear by Translate of a Contract and an Account hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Chundoo

Dated the 11th August 1776 Malabar Style

We Chundoo Chitty & Comy Chanah Comady Chitty Annachelapah
Mother to Chuckany Lockah We Both jointly & give this Agreement
to Mr Moore as this Day we have Contracted with You, for Red
fine fineredy 28 Punjums 3 Cods of Company's Yard wide Red
Kerchiefs to be Wove and Delivd Commencing from September
Chundoo Chitty in his House to Employ 3 Looms, and Comah-
-Anjah in his House to Employ 3 Looms, in all 6 Looms to
Manufacture Your Good Cole Delivered on or before the 30th
November next Mr Moore and Deliver the same on or
before Kalkime as We Covenanted from you Pagodas 315
Cash what Balance may Remain due by Us We Bind our
Respondentia and the Principal

We by our Consent do grant this Obligation Comy Chpathoo
Mother Chitty and Patchee Comy Chitty Annachellum
Chitty & by their Knowledge Drawn by Hys Lyon

Witness Signed
Comy Chpathoo Mother Chitty
Patchee Comy Chitty Annachellum Chitty

Mark of ⊞ Chundoo Chitty
Comah Anjah

Note Translation was never can be found the Original Cittle
Malabar Language by Days Cash Cannot Interpreter

Hyder Ally Khan
Aug 8th Mal Comp.

Dr Chundoo Chitty and Comah Anjah in Account with the Estate of Mich. Stevenson Esq. Cr

1768					1768			
March	To Cash advanced for Providing Cloth agreeable to Contract	188	20	5½	March	By Sundry Piece Goods Received	20	9 —
	To Interest on the above Sum from the 25th August 1767 to the 25th August 1768 being 1 Year 6 Months & 24 Days @ 1 Per Cent per Annum	12	35	10		By Interest on the foregoing 25th August 1768 to the 25th March 1771 is 2 Years 6 Months & 17 Days @ 1 Per Cent per Annum	15	20 65
							35	29 65
						By Balance due	200	26 8
	Pagodas	276	29	13		Pagodas	276	29 13
					1771			
					March	By Cash Received		

Mayors Court at Madraspatnam

Ind 22d April 1777

To the Honble the Mayors Court at Madrasspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Mayapoor Mestry of Madras Merchant That Madame Arabeen of the same place Merchant Stands justly and truly indebted unto Your Orator in the full and just Sum of fifty five Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Twenty five Pounds as will more fully and at large Appear by the Balance of an Account Current and Transcript of a Security Bond bearing date the fourteenth Day of December in the Year of Our Lord One Thousand seven hundred and seventy six hereunto annexed for the inspection of this Honble Court and which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint And Whereas Your Orator hath frequently Din an Amicable Manner Requested payment from the said Madame Arabeen of the said Sum of fifty five Star Pagodas

But now so it is and may it please this Honble Court the said Madame Arabeen Obstinately and wilfully Refuses to pay the same or give Your Orator any Manner of Satisfaction Touching the premises Your Orator therefore prays a Genral Rule of such as this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Madame Arabeen may upon her Corporal Oath full true Direct and

Madras 14th December 1776

I William Ropsale Sundert do give this Obligation to Kongla por Moriyah and Nehemiah Pedge that after he has deducted the House Rent to the 30th November last there remains a Ballance of Thirty three Pagodas against me which sum I promise to pay on or before the latter end of February 1777 and in default of Payment within the above limited time then Thadeus Antoon is to be answerable and pay the said sum Thereunto I the have given this Agreement of my one Consent & Notorious Gundaredy Ramah Chitty, Sundaraya Chetty Dilly, by their Knowledge Drawn by Vadapaha

Witness
(signed)
Sundaraya
Gundredy Ramah

(signed)
W.G. Sundert
Thadeus Antoon

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

Chas Bromley
Mayr Court

Mayor's Court at Madras Fort St George

Tuesday the 16th day of June Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Smith & Benjn Roebuck
Aldermen

(421)

(421)

41

Madras 11th December 1776

I William Augustus Sundert do give this Obligation to Ramayapa Mootyah and Acknowledge that after the last Settlement of House Rent to the 30th November last was a Ballance of Thirty seven Pagodas against me which sum I promise to pay in or before the latter end of February 1777. and in default of Payment within the above limited time I or Thaddeus Antleon is to be Answerable and pay the said sum Thus we do the have given this Agreement by our one Consent Witness Gundaradg Ramah Chitty, Sundararayah Moodelly, by their Knowledge Drawn by Vadapaki

(signed)
W. G. Sundert
Thaddeus Antleon

Witnesses
(signed)
C. Bargrave
Gundaradg Ramah

A true Translation as near as can be from the Original Malabar Language by Davy Naigue sworn Interpreter
Chas Bromley
Atty Compt.

Mayors Court at Madraspatnam

Tuesday the 15th day of June Anno Domini 1779

Present

Andrew Majendie Esquire Mayor
George Smith & Benjn Roebuck
Aldermen

Seven hundred and Seventy four a Translate of which said Bond or Writing Obligatory and the said Account Current or Assignment or Transfer thereof with a power of Attorney hereunto annexed for the inspection of this Honble Court and which Your Orator prays may be admitted as part of this Your Orator's Bill of Complaint And Whereas Your Orator hath frequently and in an Amicable Manner requested payment from the said Sarboo Vengunah Chitty of the said sum of forty Seven Pagodas thirty Seven fanams and twenty Cash

But now to this and to May it Please this Honble Court the said Sarboo Vengunah Chitty Obstinately and wilfully refuses to Pay the same or to Give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore Prays a General Subpoena to this Honble Court shall appear Agreeable to equity and good Conscience To the End therefore that the said Sarboo Vengunah Chitty may upon his Corporal Oath a full true Direct and perfect Answer Make to all and singular the Matters and Things herein before Charged and Pledged as fully truly and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid sum of forty Seven Pagodas thirty Seven fanams Seventy Cash together with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Sarboo Vengunah Chitty to be Summoned and Required by the Sheriff of Fort St. George Town of Madras patnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Limited and Appointed then and there to Answer the Premises and Stand to and Abide such Order and Decree therein as to this Honble Court shall seem meet and Your Orator shall ever Pray &c

(723)

Charges of Suit

Interest Claim

Principal Claim

Pagodas

To the Worshipful Mayor Court &c

The Humble Complaint of

Sheweth

That

Pagodas

Pagodas

Pagodas

(725)

D^r Sarbo Vinganah Chitty in Acc^t Current with Sciato Soobayah C^r

1774 Nov^r 25	To Cash lent on your Mortgage Bond of this Date @ 7 p^r Cent	39.10.40	1776 May 16	By Ballance due	47.3.20
	To Interest on Ditto from the 25^th November 1774 to the 16^th May 1777 or 1 Y^r 5 M^o 21 D^s @ 7 p^r Cent	8.12.40			
	Pagodas	47.16.20		Pagodas	47.3.20

Madras 16^th May 1777

C C

(2)

Know all People to whome these Presents shall come Greeting Whereas Sarbo Vinganah Chitty of Madras Merchant in the Ballance of an Account Current bearing date the Sixteenth Day of May in this present Year of Our Lord One Thousand Seven Hundred and Seventy Seven arising upon a Mortgage Bond bearing date the twenty fifth Day of November in the Year of Our Lord One Thousand Seven Hundred and Seventy four stands indebted unto Sciato Soobayah of the same place Merchant in the Sum of Forty Seven Pagodas Thirty Seven Fanams and Twenty Cash Now Know ye that the said Sciato Soobayah for a Valuable Consideration herein in hand paid by Sahar Sadden of Madras aforesaid Inhabitant before the Sealing and Delivery of these Presents the Receipt whereof he the said Sciato Soobayah doth hereby acknowledge He the said Sciato Soobayah doth assigned

(72)

Warm Clos of said from any Cots that may happen to him
thereby In Witness whereof the said Saintoo Soobayah hath
hereunto set his Hand and Seal in Madras this Seventeenth
Day of May in the Year of our Lord One Thousand Seven hundred
and Seventy three.

Signed Sealed & Delivered
in the presence of

Mayors Court at
Madraspatnam.

Tuesday the 4th day of June
Anno Domini 1773.

Present

Andrew Majendie Esquire Mayor
John Turing and Edwd John Holland
Aldermen

Between Saintoo Soobayah
by his Attorney John Maddox
of Madras Inhabitant Complt and
Carbee Ringanah Chitty of the
same place Merchant Defendt

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 forthwith

(28)

Humbly Complaining

(28)

Humbly Complaining

Bill now sheweth and May it please this Honble Court the said Moganumbara Moodeliar Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays Leave of this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Moganumbara Moodeliar may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Forty three Pagodas thirty seven Fanams and twenty Cash together with all such Interest as since is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Moganumbara Moodeliar 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

Chas. Bromley

Sol. Complainant

(73)

Dr. Mogumbara Moodeliar in Acct Current with Saintoo Soobayah Cr.

1774			1777			
Nov. 25	To Cash lent on your Mortgage Bond of this Date		May 16	By Ballance due		47.37.22
	1 Per Cent Per Annum	39.16.66				
	To Interest on Pdle from the 25th Nov. 1774 Fm. 2 May 1777 is 2. 5. 21.					
	1 Per Cent	8.26.66				
	Pagodas	47.37.22		Pagodas		47.37.22

Madras 16th May 1777.
Errors excepted
Le. m. d. M. & Co.

(73)

To all People to whom these Presents shall come Greeting
Know Mogumbara Moodeliar of Madras Merchant in the
Ballance of an Account Current bearing date the sixteenth Day of May
in this present Year One Thousand Seven Hundred and Seventy Seven
arising upon a Mortgage Bond bearing date the twenty eighth Day
of November in the Year of Our Lord One Thousand Seven hundred
and Seventy four stands indebted unto Saintoo Soobayah of the
same place Merchant in the Sum of forty Seven Pagodas thirty
seven fanams and twenty Cash Now Know ye that the said
Saintoo Soobayah for a valuable Consideration to him in hand paid
by John Maddox of the same place Merchant at or before the
Sealing and delivery of these Presents the Receipt whereof he the
said Saintoo Soobayah doth hereby acknowledge He the said

Recount Currentt Rupees and the Money so Amounts Pagoda
Star Inland Charges due Ditto ... Ditto ... Ditto ...
Known and all the Right and Interest of the said Defendt
in and to the said Estate and Effects of the said Deceased
aforesaid both Real and Personal and appointed the said Plaintiff
his Executor and Administrator of all and singular the Goods
Chattels and Credits of the said Deceased and in the name of
the Executor and Administrator of the said Deceased
to Ask Demand Sue for Recover and Receive the said Debts
and Sums of Money due and owing unto the said Deceased
and Upon Receipt thereof or any part thereof to Make and
Give unto the Debtors and Persons who shall Pay the same
or any part thereof sufficient Release or Releases for the
Discharge thereof and one or more Attorney or Attorneys under
him to Substitute and Likewise for the said Plaintiff
Promise the said Defendt shall Ratify Allow and
Confirm the said Plaintiff all and whatsoever his said Attorney
or Attorneys shall Lawfully do in the
premises by Virtue hereof And the said Defendt
further Promises that he the said Defendt will not
Revoke the Power and Authority hereby given to the
said Plaintiff nor Release or Discharge the same or any part
thereof but will permit and Suffer the said Plaintiff
Executor and Administrator to Ask Demand Sue for
and Recover the same and Every part thereof and
Discharge the same as aforesaid And the said Defendt
for himself his Heirs Executors and Administrators doth
Covenant Promise and Agree to and with the said Plaintiff
his Executors Administrators and Assigns by these Presents
in manner following that is to say That he the said Defendt
his Heirs Executors Administrators or Assigns shall and will
from time to time and at all times hereafter upon the
Request of the said Plaintiff his Executors Administrators
or Assigns make do and Execute or cause to be made done
and Executed all and every such further and other Act and
Acts Thing and Things Device and Assurance in the Law
whatsoever for the further better and more perfect Assigning
and Assuring unto the said Plaintiff his Executors Administrators
and Assigns all and singular the Premises hereby Assigned
or Intended so to be or any part thereof as by the said
Plaintiff his Executors Administrators or Assigns or his or
their Counsel in the Law shall be reasonably Devised
Advised or required and so as the Deeds or Assurances
to be made and Executed for the same do not contain any
further or other Warranty or Covenant than against the
Acts and Deeds of the Person who shall be required to
Make and Execute the same only and so as the Person
who shall be required to Make and Execute the same
be not compelled to go out of the Province of Bengal
for the Doing thereof And the said Defendt doth hereby
Covenant Promise and Agree to and with the said Plaintiff
his Executors Administrators and Assigns by these Presents
that he the said Defendt his Heirs Executors Administrators
or Assigns shall and will from time to time and at all times
hereafter upon the Request of the said Plaintiff his Executors
Administrators or Assigns make do and Execute or cause to be
made done and Executed all and every such further and other
Act and Acts Thing and Things Device and Assurance in the
Law whatsoever for the further better and more perfect
Assigning and Assuring unto the said Plaintiff his Executors
Administrators and Assigns all and singular the Premises
hereby Assigned or Intended so to be or any part thereof
as by the said Plaintiff his Executors Administrators or
Assigns or his or their Counsel in the Law shall be
reasonably Devised Advised or required and so as the
Deeds or Assurances to be made and Executed for the
same do not contain any further or other Warranty or
Covenant than against the Acts and Deeds of the Person
who shall be required to Make and Execute the same only
and so as the Person who shall be required to Make and
Execute the same be not compelled to go out of the
Province of Bengal for the Doing thereof And the said
Defendt doth hereby Covenant Promise and Agree to and
with the said Plaintiff his Executors Administrators and
Assigns by these Presents that he the said Defendt his
Heirs Executors Administrators or Assigns shall and will
from time to time and at all times hereafter upon the
Request of the said Plaintiff his Executors Administrators
or Assigns make do and Execute or cause to be made
done and Executed all and every such further and other
Act and Acts Thing and Things Device and Assurance in
the Law whatsoever for the further better and more
perfect Assigning and Assuring unto the said Plaintiff
his Executors Administrators and Assigns all and singular
the Premises hereby Assigned or Intended so to be or any
part thereof as by the said Plaintiff his Executors
Administrators or Assigns or his or their Counsel in the
Law shall be reasonably Devised Advised or required and
so as the Deeds or Assurances to be made and Executed
for the same do not contain any further or other Warranty
or Covenant than against the Acts and Deeds of the
Person who shall be required to Make and Execute the
same only and so as the Person who shall be required
to Make and Execute the same be not compelled to go
out of the Province of Bengal for the Doing thereof

One Thousand Seven hundred and Seventy Seven

Signed Sealed and Delivered
(where no Stamp'd Paper is to be had)
in the presence of

Mayor's Court at
Madrasputnam

Tuesday the 17th day of June
Anno Domini 1777

Present
Andrew Majendie Esquire Mayor
John Turing and Edwd John Holland
Aldermen

Between Cawder Sahayah by his
Attorney John Maddox of Madras
Inhabitant Complainant and Begum-
bara Mordelier of the same place
Merchant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Forty Seven Pagodas Forty Seven Fanams and Twenty Cash Pags 47.37.20/ together with all Such Interest as now is or shall hereafter be till full Payment is made of the Cost

(784)

Filed the 9th May 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court your Orator Michael Kennett of Madras Esquire
That John Coleridge of Ditto in Madras aforesd Gentleman
stands Indebted unto your Orator in the Sum of
One Hundred and Ninety Pagodas and Eight Fanams Current
Money of Madras, that is to say Pags. 190. 8. for Cash lent
at the rate of Cgs thirty for hundred Pags. for the Term of twelve
Months, the Whole of the Sum Pags. 190. 8. for which
Sum of Pags. 190. 8. your Orator hath frequently applied
to the said John Coleridge and requested him to discharge
the same but he refuses and Evades so to do, Wherefore
your Orator hath been obliged to exhibit his
Bill of Complaint against the said John Coleridge
in a friendly manner to obtain the Payment of the
Sum of Pags. 190. 8. and Interest thereon from the
Time the same became due and payable, But now so it is
that the said John Coleridge although he is
the immediate Cause of your Orator's having
the Premises put to Cost and Charges in Law
and hath upon Friendly Means promised to pay
the same to your Orator yet
the said John Coleridge contriving and
fraudulently intending to defraud your Orator
of the Money due to him as aforesaid
hath refused and still refuses so to do
to the great Damage of your Orator
and contrary to Equity and Good Conscience
the Premises tending to the Ends
that your Orator may be relieved
in the Premises and that the said
John Coleridge may be compelled
to pay unto your Orator the
Sum of Pags. 190. 8. with Interest
thereon from the Time the same became
due and payable and that your Orator
may have such other Relief in the
Premises as to this Honble Court
shall seem meet

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(785)

Said John Coleridge 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

Dan. Shaw
Attorney for the Compt.

9th May 1777.
Sworn time in the days of Adjournment
the Complainant having made Oath to the
Justness of his Demand and that he has
Reason to believe that the Defendant will
withdraw himself from the Jurisdiction
of this Honble Court on hearing that a Bill
is filed against him Let a Summons Returnable
Immediately and a Warrant of Arrest Issue

Andrew Majendie
Mayor

Mr John Coleridge ..... Dr.

1775				
March	1.	To your Promissory Note of hand to this Date and Payable to Mr Stephen Lynch or Order in Two Months		68. 21.
		To Interest on Ditto to the 9 May 1777 at 12 P Cent P Annum		11. 25.
				65. 4.
1776				
March		To Sundry Articles this Month		3. 38.
1777				
March	5.	Ditto	Ditto	72. 6.
April	5.	Ditto	Ditto	49. 30.
			Amount Pagodas	190. 8.

Madras 9th May 1777

Errors Excepted

R Fenwick

Mayors Court at
Madraspatnam

Thursday the 11th day of June
Anno Domini 1777

Present

Andrew Majendie Esqr Mayor
James Call
King Kirkpatrick
Aldermen

Benjn Torin
Thos Hall
Thos Parker
Geo Pigott
Jno Call
Jno Roberts
Jno Stephenson
Jno Belli
Jno Hall
Jno Dyson
Jno Hall
Jno Hall
Jno Hall

50.

739

Translate of a Bond or Obligation Dated 29th February 1776

Malabar Style.

I Arangadah Papeah do give this Obligation to Cover Vaidenadah Mudelly, that Whereas Audiumpauum Sawmy Chitty Stands Indebted to You in the Sum of 1000 / One Thousand Star Pagodas Current Money of Madras which Sum I promise to pay to You on or before the 30th of May next together with such Interest that may be come due thereon after the Rate of 1 ½ Cent. per Annum Witness Commandeer Maddalo and Sellamootoo Chitty By their Knowledge Drawn by Orignal

Arangadah Papeah

A True Translation as near as can be from the Original Gentoo Language by Davy Saigue Sworn Interpreter

Chas. Brooke
Atty Compt.

Mayors Courtat Madrasputnam

Tuesday the 24th day of June Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
James Call
Benj.n Roebuck
Aldermen

Between Cover Vadinadah Mudelier of Madras Merchant by his

739

Mallar Dellaga have been Interpreters and Delegates to duly and faithfully to translate Deposition of the same have Interpreted Deposited by the said Vaidenadah Mudelly Arangadah Papeah Cover Vaidenadah Mudelly Sawmy Chitty Sellamootoo Chitty Arangadah Papeah

Mayor Read the Petition and Translate Arangadah Papeah Sheriff of Madras Sawmy Chitty Sellamootoo Chitty Arangadah Papeah Cover Vaidenadah Mudelly Sawmy Chitty Sellamootoo Chitty Arangadah Papeah

Chas. Brooke
Atty Compt.

D. Arangadah Papeah 10th Cover Vadinadah Mudelly Accountant &c.

1776			
May 1	To Balance		1000
	Interest	82 24	
		1082 24	
	Pagodas		1082 24
	Madras Errors Excepted		

(241)

Hon'ble Court and which Your Orator prays may be Admitted as
part of this his Bill of Complaint And Whereas Your Orator
hath frequently and in an Amicable Manner Requested Payment
of the said Sum of Seven Hundred and Ninety Six Pagodas fifteen
fanams and Seventy Six Cash from the said Sabapady Modelliar
But now so it is May it Please this Hon'ble
Court the said Sabapady Modelliar Obstinately and Wilfully
Refuses to Pay the same or to give Your Orator Any Manner of
Satisfaction Touching the Premises Your Orator therefore prays a
General Relief such as to this Hon'ble Court shall Appear Agree
able to Equity and good Conscience To the End therefore that
the said Sabapady Modelliar may upon his Corporal Oath full true
Direct and perfect Answer make to all and Singular the Mat-
ters and things herein before Set forth and Alledged as fully truely
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 Seven
and Ninety Six Pagodas fifteen fanams and Seventy Six Cash toge-
ther with all such Interest as Now is or Shall hereafter become
Due thereon also all Cost of this Suit
May it Please this Hon'ble Court to Cause the said
Sabapady Modelliar 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 Hon'ble Court at
a Certain Time and Place to be by this Hon'ble Court Prefixed and Ap-
pointed then and there to Answer this Your Orator's Bill of Com-
plaint and further to Stand to and be by such Order and Decree

Rd the 18th April 1777

To the Hon'ble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth
Hon'ble Court Your Orator Thomas Parker
Lord Bishop of Edmonbury Lord Mayor of the City
of the Town of Madraspatnam Lawful Money of
full and Sufficient Value unto Your Orator in Hand
fanams Pagodas 1082.25 Which
now due and Payable unto
ment made as to Cash

(742)

adjournment the Complainant attorney
having produced Both the Letter of Attorney
of the Defendant as Also Both the
the Consideration of this Cause it is Ordered
Adjudged & Decreed that the
Defendant Do forthwith Pay unto the
Complainant the Sum of Two Thousand
Pagodas with Interest thereon
after the Rate of Twelve per Cent
per Annum from the Date hereof
Until the Payment thereof

Pr. Sabapady Moodelliar in Account Current with
Coroor Seebaroyah Moodelliar

1776 Nov. 10		To the Ballance this Account Current	Pa. 2.01	
1777 April 10		To Interest on Ditto the 10th Novr. last to the Day of the Date hereof	200	
			Pa. 2.201	

Errors Excepted
Coroor Seebaroyah

(743)

To all People to whom this Presents shall come Greeting
Whereas Sabapady Moodelliar of Madras Merchant on the Ball
Lance of our Account Current bearing Date the Tenth day of April
in the Year of Our Lord One Thousand Seven Hundred and Seventy
Seven Stands Indebted unto Coroor Seebaroyah of the same place
Merchant in the Sum of Seven Hundred and Ninety Six Pagodas
fifteen Fanams and Seventeen Cash NOW KNOW YE that the
said Coroor Seebaroya Moodelliar for a Valuable Consideration to
him in hand paid by Leopold De Atayde of Madras Merchant at
or before the Sealing and Delivery of these Presents the Receipt
whereof he the said Coroor Seebaroyah Moodelliar Doth hereby Ac-
knowledge Hath the said Coroor Seebaroyah Moodelliar Hath Assigned
and Delivered and by these Presents Doth Assign and Deliver unto
the said Leopold De Atayde the said Account Current and the Money
& Interest Principal and Interest thereupon Due and Owing and
which May become Due thereon and all his Right and Interest of
in and to the same and every part thereof and the said Coroor Seebaroyah
Moodelliar for the Consideration aforesaid Hath made Constituted
and Appointed and by these Presents Doth make Constitute and Appoint
the said Leopold De Atayde his Executors and Administrators his true
and Lawfull Attorney and Attornies Irrevocable for him and in
his name and in the Name and Names of his Executors and Adminis-
trators but for the Sole and Proper Use and Benefit of the said Leopold
De Atayde his Executors Administrators and Assigns to Ask Require
Demand and Receive of the said Sabapady Moodelliar his Heirs Execu-
tors and Administrators the Money Due and to become Due on the
said Account Current and on Non Payment thereof he the said Leopold
De Atayde his Heirs Executors and Administrators to Sue for and
Recover the same and on Payment thereof to Deliver up the said

Mondelliar by his Attorney Lapod
De Mayde of Madras Merchant
Complainant and Sabapady Mo-
delliar of the same place Merchant
Defendant

It Appearing by the Records of this Court
that the usual Rules have issued for the Defendant to Answer
the Complainants Bill which he has Neglected doing This
Court doth therefore think fit to Order and Decree and doth
Accordingly Order and Decree that the Defendant shall pay
unto the Complainant the full and Just Sum of Seven Hun-
dred and Ninety Six Pagodas Fifteen Fanams and Seventy Cash
Pags 796. -15-- / together with all such Interest as same
is or shall hereafter become Due thereon until full Payment
is made also all Costs of this Suit

By the Court

the 24th March 1777-

To the Noble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Noble Court of your Lord George Mackay of Fort Saint George
Esquire That whereas Cadiapa Paddah Nack of Madras Dely-
gar did by virtue of a Cadjan Bill of Sale bearing date the Third
Day of June in the Year of Our Lord One Thousand Seven Hun-
dred and Seventy three Bargain and Sell unto Cannapaty Verain

(244

Anno Regni Georgii Tertii Decimo Tertio

Mayors Court at
Madraspatnam

Tuesday the 24th Day of June

Present

Andrew Flint Esqr Mayor

James Gill

Esqrs

Signed Sealed & Delivered
In the Presence of

three Hundred and Fifty nine Pagodas [illegible]

Gingee Taluq in Chittoor [illegible]

thereto belonging [illegible]

Court Gingee Cutcherry [illegible]

and Lastly that you Orator [illegible]

make over all the Right [illegible]

unto the said Ackkalingum [illegible]

amount for the same [illegible]

thereof that the Defendt [illegible]

One Thousand Seven Hundred [illegible]

Narrain Naick Pandaram [illegible]

and five Hundred Star Pagodas [illegible]

to the said Covenants [illegible]

Clauses to your Orator [illegible]

upon Mr. Kindersley [illegible]

Pretences [illegible]

Defendt [illegible]

the Honble Court [illegible]

called for [illegible]

Orator [illegible]

his possession [illegible]

your Orator [illegible]

Sd Edenga Paddy Naik [illegible]

possession of the Premises [illegible]

amicable manner [illegible]

But now so it is

Court the Sd Edenga Paddy Naik

to let your Orator into the

Orator by Means of

And Whereas that the said Edenga Paddy Naik may upon his Corporal Oath set forth and Discover if he did not enter into make and give the Cafyin Writing under date the said third of June one Thousand Seven Hundred and Twenty three a Translate of which is Marked A is hereunto annexed and if he did not on the Day and year as set forth in the Writing marked B hereunto annexed Sign Seal and Deliver the Original Writing purporting to be a Bill of Sale of the Premises to the said Concapaty Narrain Nadelly as his act and Deed and for the consideration in the said Writing therein mentioned and that the said Edenga Paddy Naik may set forth if he has not heard and believes that the said Concapaty Narrain Nadelly did or did not enter and give a Bill of Sale a Copy of which is hereunto annexed of the Premises he so purchased of the said Edenga Paddy Naik to your Orator for the Consideration therein mentioned and that he may set forth if he does not believe your Orator has a just and Fair Title to the said Premises or how otherwise And that he may set forth and Discover why he does not let your Orator into possession of the said Premises and if not shall Appear to this Honble Court that the reasons the said Edenga Paddy Naik can not sufficient that the said Edenga Paddy Naik be Decreed to put your Orator into possession of the said Premises and the appurtenances and that he may be Decreed to pay unto your Orator all Costs of this Suit

May it Please this Honble Court to cause the the said Edenga Paddy Naik to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Commanding him and Appear before this Honble Court at a Certain time and Place to be by this Honble Court for that end and purpose Limited and Appointed then and there to Answer this your Orator's Bill of Complaint and to Stand to and abide by such Order and Decree therein as to this

A

Translation

B

Know all Men by these Presents that Peddanaigue Kerungeer Polygar of Madras for and in Consideration of the Sum of One Thousand three Hundred and fifty Pagodas Current Money of Madras to him in Hand paid by Narrain Moodelly of the same place Merchant at or before the Sealing and Delivery of these Presents the Receipt whereof is hereby Acknowledged he the said Peddanaigue Kerungeer Hath Granted Bargained Sold Assigned Transferd and Sett over And by these Presents Doth Grant Bargain Sell Assign Transfer and Set over unto the said Narrain Moodelly all that Piece of Ground Situated in the Peddanaigues Pettah Measuring Seventeen Cotta or Forty Thousand Eight Hundred Square Feet having the Town Pagoda and Bramins Street on the North Side Subiah Narrapah's House on the South Side, Soubahs House to the Eastward and Vizee Subahs House to the Westward Together with all and Singular the Premises with the Appurtenances to the said Ground belonging or in anywise Appertaining And all his the said Peddanaigue Kerungeer's Right title Interest Claim and Demand whatsoever of in and to the said Premises and every Part and parcell thereof To have and to Hold the said Ground and every part and parcel thereof together with all and singular the Premises with the Appurtenances thereunto belonging unto the said Narrain Moodelly his Heirs Executors Administrators and Assigns to and for his and their own proper Use and behoof forever And lastly I the said Peddanaigue Kerungeer Have hereunto set his Hand and Seal in Fort Saint George aforesaid

(750)

Our Lord One Thousand Seven Hundred and Seventy

Signed Sealed and Delivered

within mentioned in the Presence of

(751)

and Assigns for ever all that above recited Piece or Parcell of Ground with the Buildings thereon together with all and every the Appurtenances thereunto belonging or in any wise Appertaining. To Have and To Hold the said Piece or Parcel of Ground and all and singular the said Premises above mentioned and every part and Parcell thereof with the Appurtenances unto the said George Mackay his Heirs and Assigns for ever and the said Coracopaty Nannie Maddy for herself and her Heirs Executors and Administrators the said Piece or Parcell of Ground and Premises and every part thereof against him and his Heirs and against all and every other person and persons whatsoever to the said George Mackay his Heirs and Assigns shall and will Warrant and forever defend by these Presents In Witness whereof I have hereunto set my Hand and Seal this 17th Day of June One Thousand Seven hundred and Seventy Seven

Signed Sealed and Delivered

in the Presence of

Recd. to the true Copies by me

Chas. Bromley

Sol.r Pub.c

Chas. Bromley

Atty. Compt.

(752)

Mayors Court at Madraspatnam

Thursday 27th May 1773

Present

Andrew Anjenate Cognior Mayor

James Call

Wm Monckton

Alderman

Burrow Gen. Esqr

Lushington Esqr absent

Hon. Richd Benyon Esqr

absent

M. Upperino Esqr

Holland Esqr

Plaintiffs Bill &c. having been read & Copies thereof delivered to the Defendants Attorney Ordered that the Defendants do plead Answer or demur to the Plaintiffs Bill on or before the first day of the next Term and that in default thereof the Plaintiff be at liberty to sign Judgment pro confesso against the Defendants

Ordered

(753)

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Madrasapatnam 27th May 1773

To the Honble the Mayors Court at Madrasapatnam

Humbly Complaining Sheweth unto this Hobble Court Your Orator Daniel Lamb a Conductor in the Service of the United Company of Merchants of England Trading to the East Indies at Tanjore by his Attorney Edward Roland of Madras Inhabitant That Sydapetam Andiappah of the same place Inhabitant stands Indebted unto your Orator in the full and just Sum of One Hundred and Fifty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shilling Seventy Pagodas the Sum of Sixty Pounds or thereabouts Being the Amount Principal of a Bond or Obligation given and granted unto your Orator by the said Sydapetam Andiappah on the fourth day of July which was in the Year of Our Lord one Thousand Seven Hundred and Seventy three Annexed and for the Inspection of this Hobble Court which your Orator prays may be admitted as part of this his Bill of Complaint And whereas your Orator hath frequently and in an Amicable Manner Required Payment of the said Sum of One Hundred and Fifty Pagodas from the said Sydapetam Andiappah

Burrow sollis May it Please this Hobble Court the said Sydapetam Andiappah Abslutely and Directly refuse to pay the same and give your Orator any Manner of Satisfaction Touching the Premises your Orator therefore prays a Consideration of Such as this Hobble Court shall Appear agree

To the End Hobble

(755)

1776 as Witness my Hand and Seal this Fourth day of July 1776

Witness Present
Swearingadam
Emanuel Lum

(Signed) Andeapah (LS)

The Conditions of the above Obligation is such that if the said Andeapah Modelliey Pays unto the said Mr Daniel Lamb Conductor the Sum of One Hundred and Sixty Star Pagodas on 31st of July 1776 that then the said Bond shall be void and of no Effect otherwise to stand in full force and Virtue in Law

Witness my hand & Seal this 4th day of July 1776

Daniel Lamb (LS)
Conductor

Witness Present
Swearingadam
Emanuel Lum

Alnc Cox Lt 39 Dis Reg
Maj Compt

Mayors Court at Madrasapatnam

Tuesday the 8th day of July Anno Domini 1777

Present

Andrew Mayendie Esquire Mayor
John Turing & Edwd John Holland
Aldermen

Between Daniel Lamb
a Conductor in the Service of the

Malabar Coast Company of Merchants of England trading to the East Indies Plaintiff
and
Andeapah Modelliey Defendant

Whereas the said Company have this day by their Bill exhibited against the said Defendant in this Court of Record for the Recovery of the Sum of Two Hundred and Fifty Star Pagodas with Interest for the same after the Rate of Twelve per Cent per Annum from the 31st day of July 1776 and Costs of Suit and the said Defendant having been duly served with a Copy of the said Bill and Process of Subpoena to appear to the said Bill and Answer the same on the first Court day after the Expiration of Twenty days from the Service thereof and the said Defendant having neglected to appear to the said Bill and Answer the same as he ought to have done according to the Rules and Orders of this Court

Mayor Court

It is Ordered that the said Defendant do appear to the said Bill and Answer the same on the first Court day after the Expiration of Twenty days from the Service hereof and in default thereof that the said Bill be taken pro Confesso against him and further that the said Defendant do pay unto the said Plaintiffs their Costs of Suit in this behalf expended

By Order of Court
Alex Wedderburn
Register

21st May 1777

This Bill was shewn to the Defendant by Virtue of a Warrant to Constable Hodges of Egmore the Constable having made Oath that the said Defendant will depart from the Jurisdiction of this Hobble Court let Summons issue to Attach immediately & Warrant of Attachment

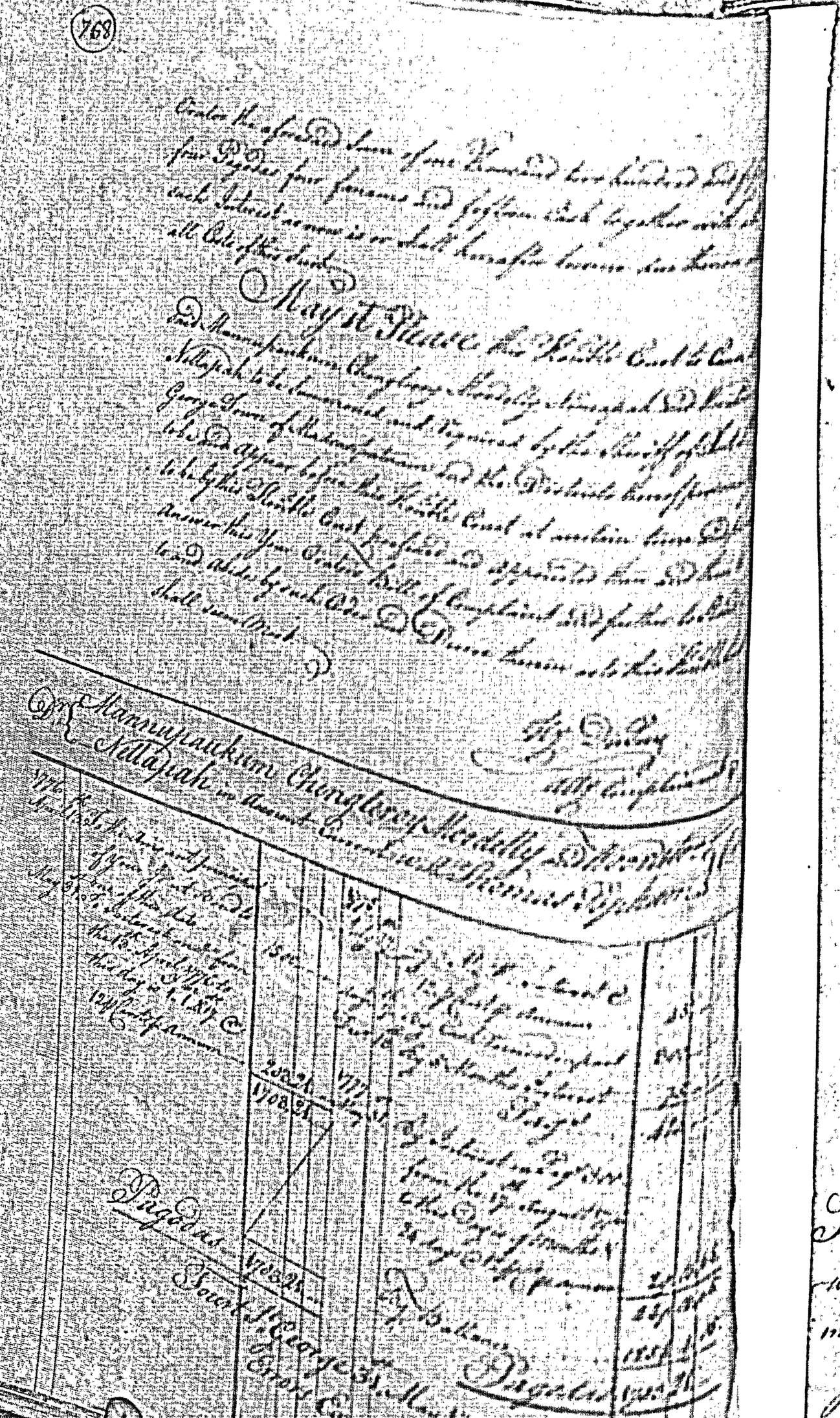
Andrew Mayendie
Mayor

Know all Men by these Presents that we Andeapah Modelliey of Madrasapatnam Merchant and Emanuel Lum of the same place Merchant are jointly and severally held and firmly bound unto the United Company of Merchants of England trading to the East Indies in the Penal Sum of Four Hundred Star Pagodas to the Payment whereof well and truly to be made we bind ourselves and each of us our and each of our Heirs Executors and Administrators jointly and severally firmly by these Presents Sealed with our Seals and dated this 4th day of July in the Year of our Lord 1776 and in the Seventeenth 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 and so forth and in the Year of the Hegira 1190

(757)

Rate of Eight Shillings for Every Pagoda the Sum of three hundred and One Pounds twelve Shillings and Eight Pence or thereabouts being the Ballance due upon a certain Bond or Obligation given and granted unto Your Orator by the aforesaid Mannupaukum Chinglevy Modelly and the afore Named Nine apah in the Thirteenth day of April which was in the Year of Our Lord One Thousand Seven hundred and Seventy six And whereto the said Moraloor Nellapah did on the first day of January in the present Year of Our Lord set his hand promising and binding himself jointly and severally with the said Mannupaukum Chinglevy Modelly and the said Ninapah to pay and discharge the afore said Bond on the fifteenth day of May following. as doth more particularly and at large Appear by a Copy of the said Bond and an Account Current hereunto Annexed for the Inspection of this Honble Court to which Your Orator prays May be Admitted as part of this his Bill of Complaint and whereas Your Orator hath frequently Indeavoured in an Amicable Manner Peaceably to Engage from the said Mannupaukum Chinglevy Modelly Ninapah and Moraloor Nellapah of the said Sum of One Thousand two hundred and Eight four Pagodas four Fanams and fifteen Cash

Pardon would it May it Please this Honble Court the said Mannupaukum Chinglevy Modelly Ninapah and Moraloor Nellapah Obstinately and wilfully Refuse to pay the same or give Your Orator any Manner of Satisfaction touching the premises Your Orator therefor prays agreeable Relief such as to this Honble Court shall Appear agreeable to Equity and good Conscience To the End therefore that the said Mannupaukum Chinglevy Modelly, Ninapah and Moraloor Nellapah may upon their Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and alledged as fully Clearly and effectually to all Intents and



Know all Men by these Presents, that we Mannupaukum Chenglevy Modelly & Nimeapah of Madras Inhabitants are held and firmly bound unto Thomas Popham of the same Place Watchmaker in the Penal Sum of Three Thousand Star Pagodas Current Money of Madras to the payment whereof well and truely to be made to the said Thomas Popham his heirs Executors, Administrators, or Assigns we do hereby bind ourselves our heirs Executors and Administrators firmly by these Presents In Witness whereof we have hereunto set our hands and Seals in Madras this thirteenth day of April in the Year One thousand Seven Hundred and Seventy six

Whereas the above bound Mannupaukum Chenglevy Modelly and Nimeapah have Borrowed and Received of the above named Thos. Popham the full and just Sum of fifteen hundred Pagodas Current Money of Madras to run at Interest at the Rate of twelve per Cent per Annum Payable in three Months from the date hereof

Now the Condition of this Obligation is such, that if the above bound Mannupaukum Chenglevy Modelly & Nimeapah their heirs, Executors, Administrators, or Assigns, shall well and truely pay or cause to be paid unto Thomas Popham his heirs Executors Administrators or Assigns the full and just Sum of Fifteen hundred Pagodas Current Money of Madras together with such Interest as shall or may become due thereupon, then this Obligation to be void and of no Effect, otherwise to continue in full Force and Virtue

Signed, Sealed and Delivered
where no Stamp'd paper to be had
in the Presence of
Geo Reynolds

Signed
Chenglevy (L.S.)
Nimeapah (L.S.)

July 1st 1776 Rec.d from Chinglery and Vengapah Chetty
Forty five Pagodas being the Interest for One month
on this Bond

3 Pags

August 1st 1776 Rec.d from Chinglery Vengapah Chetty
Two Hundred Pagodas being in part payment of
the principle of this Bond

200 Pags

Dec.r 1st 1776 Received from Mundle Subbah
on this Bond

Rec.d Pags

And for the further benefit of the said Thomas Pybus
the said Mannapaukum Chinglery doth hereby Covenant
to Mortgage and Assign unto him Cantor administrator &c
all & singular the Houses & Ground &c
administrator &c Assigns the Houses & Ground &c
of sale & to be dealt between the said Parties
Interest due thereon till the said Sum
day of April 1776 Chinglery

Witness
Geo Reynolds
John Browne
Govindoo &
Vencata Ramen

Chinglery
Vengapah

The following Day Tuesday 23rd Instant personally came before
and severally & voluntarily acknowledged the above Instrument
to be their Act & Deed

Henry Dawson
Benjafee Joseph

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Mayors Court at
Madrasapatnam

Tuesday the 22d day of July
Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Smith and Benjamin Roebuck
Aldermen

Between Thomas Pybus
of Madras Merchant Complainant
and Mannapaukum Chinglery
Modelly Veneapah Moortoo
Nellapah of the same place
Merchant Defendant

It appearing by the Records of this
Court that the Usual Rules have issued for the Defendant
to Answer the Complainants Bill which he has Neglected doing
This Court doth therefore think fit to Order and Decree and
doth Accordingly Order and Decree that the Defendant shall
pay the Complainant the full and Just Sum of One Thousand
Two Hundred and Fifty four Pagodas fourfanams and
fifteen Cash / Rupees 1254 4. 15/ together with all
such Interest as now is or shall hereafter become Due thereon
until full Payment is made and also all Costs of this Suit

(762)

Filed 24th June 1777.

To the Honble the Mayors Court at Madras Patnam

Humbly Complaining Sheweth unto this Honble Court your Orator Singanna of Madras Inhabitant Merchant John Galbraith at present of the same place Inhabitant Merchant stands indebted unto your Orator in the full and just Sum of Thirty three Pagodas and Seven Fanams Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings per every Pagoda the Sum of fourteen Pounds five Shillings and five Pence thereabouts as will more fully appear by a Copy of a Promissory Note of Hand hereunto annexed for the Inspection of this Honble Court the Original whereof is in your Orators Possession and ready to be produced unto this Honble Court when required to which your Orator most humbly refers Praying Process may be awarded against the said John Galbraith to be and appear before this Honble Court to answer this your Orators Bill of Complaint And your Orator further sheweth unto this Honble Court that he has frequently and in a friendly manner requested Payment from the said John Galbraith of the said Sum of Thirty three Pagodas and Seven Fanams but now saith the said John Galbraith wilfully and Obstinately refuses and neglects to pay the same to your Orator or any manner of Satisfaction for the same unto your Orator tho often thereto requested and so it is and appears unto this Honble Court that the said John Galbraith is justly indebted unto your Orator in the

Mayors Court at
Madrasputnam

Tuesday the 8th day of July
Anno Domini 1777

Present

Andrew Ellamie Esquire Mayor
John Hunter Esq. Hon. Brodie
Aldermen

Deliver'd Lagoon Pillay
Solicitor Complainant Pet.
Gallmakal Servant of Plaintiff
Solicitor Defendant

Reference by the Records of the Court
that the Plaint Pet. has found for the Defendant Chinna
Complainants Bill and he Refused to pay the Court
the Pagodas Pet. Chinna Pillay
the full Pagodas Pet. Chinna Pillay
Pagodas Pet. Chinna Pillay
the Same Pet. Chinna Pillay
of the Said

Ord

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Ord. 28th April 1777.

To the Honble the Mayors
Court at Madrasputnam

Humbly Complaining Sheweth unto this Honble Court Your Orator William Hornby of Madras Inhabitant That Vangaroosh Ram Chitty also of Madras aforesaid Merchant Stands Justly and truly Indebted unto Your Orator in the Sum of Thirty Seven Pagodas and Nineteen Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fourteen Pounds Nineteen Shillings and Five pence or thereabouts as will more fully and at large appear by an Account Current hereunto Annexed for the Perusal of this Honble Court, and to which Your Orator most humbly refers and prays the same may be Admitted and taken as part of this Your Orator's Bill of Complaint

And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Vangaroosh Ram Chitty of the said Sum of Thirty Seven Pagodas and Nineteen Fanams

But now so it is may it please this Honble Court the said Vangaroosh Ram Chitty Contumaciously and Wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premises Your Orator therefore prays a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience

To the End therefore that the said Vangaroosh Ram Chitty may upon his Corporal Oath fully true direct and perfect Answer make to all and Singular the Matters and things herein

D.r Vangapoorah Ram Chitty in Account Current with William Hornsby & Contra Cr.

1776 August	23	To the Amount Principal of your Note of Hand of this date ..... Pag.s 228. 16. —		1776 August	30	By Cash Received	60. — ..
		To Commission on the above Pag.s 60. — q.r 6 —	234. 22.			By Interest on Ditto from August 30.th 1776 to 28.th April 1777 is 7 months & 28 days @ 8 ℔ Cent ℔ Annum	3. 6 20.
		To Interest on Pag.s 234. 22. — from said 23.d August 1776 to 28.th April 1777 is 8 Months and 5 days @ 8 ℔ Cent ℔ Annum	12. 35. 40.	Sept.r	16	By Cash Received	36. — ..
						By Interest on Ditto from 15.th Sept.r 1776 to 28.th April 1777 is 7 months & 13 days @ 8 ℔ Cent ℔ Annum	1. 28. 10.
				Oct.r	6	By Cash Received at different times	35. — ..
						By Interest on Ditto from 5.th Oct.r 1776 to 28.th April 1777 is 6 Months & 23 days @ 8 ℔ Cent ℔ Annum	2. 26. 60.
				1777 March	23	By Cash Received	50. — ..
						By Interest on Ditto from 23.d March to 28 April is 1 month & 5 days @ 8 ℔ Cent ℔ Annum	— 13. 70.
				April	1.	By Cash Received	25. — ..
						By Interest on Ditto from 1.st to 28 April is 28 days @ 8 ℔ Cent ℔ Annum	— 5. 40.
						By Balance due to me	37. 19. —
		Pagodas ...	250. 28. 40.			Pagodas —	250. 28. 40.

Madras April 28.th 1777.

Errors Excepted
℔ Willm Hornsby

(1/6)

(768)

Mayor's Court at
Madrasputnam

Thursday the 25th May 1769

Present

Andrew Ogilvie Esqr Mayor
John Hiring Esq. Mr Brette

Aldermen

Benjn Wilkinson Esq
Colonel Robert Gordon
Captn Richd Benyon
Mr Thos Hallett Esq

It Appearing to the Court that the Defendants
have the Complaint of Mr Hallett & Mr Lindsay
This Court doth therefore think fit & do Order
and Adjudge that the Defendants
pay unto the Complainants the full and just Sum of
Two Pagodas and Nineteen Fanams Dispute by the
with Lawful Interest from the time of the
known until full Payment and the Costs of this

(769)

Filed the 3d March 1771

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To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Shewith unto this Honble Court your Orator Gandavady Venkata Swamy Chitty by his Attorney Thatha Venkatow of Madras Merchant that Maraiyaram Tomby Chitty and Butty Chitty of the same Place Merchants stand Indebted unto your Orator in the full and just Sum of One hundred and Sixty Six Pagodas five fanams and forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Sixty Six Pounds and One Shilling or thereabouts as will more fully and at Large appear by an Account or Assignment or Transfer with a power of Attorney hereunto Annexed for the Inspection of this Honble Court and which your Orator Prays may be admitted as part of this his Bill of Complaint and Whereas your Orator hath frequently and in an Amicable Manner Requested Payment from the said Maraiyaram Tomby Chitty and Butty Chitty of the said Sum of One Hundred and Sixty Six Pagodas five fanams and forty Cash

But now so it is May it Please this Honble Court the said Maraiyaram Tomby Chitty and Butty Chitty Contemptuously and wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Maraiyaram Tomby Chitty and Butty Chitty may upon their Corporal Oath full true Direct and perfect Answer to all and singular the Matters and things herein before Set forth and Alledged as fully truely and

one Effectually to all Intents & Purposes in the Law and
Lawyers Opinion and Judgment Intended and Meaning
hereby unto the Said Thomas Arratoon his Executors
and Assigns the Express Sum of Five hundred
all Cash Silver or Siccas Rupees Gold Coyn
the Whole of this Said

Know all Men by these Presents that I the Said Gandevady Venkata Sawmy Chitty
Maraiyanam Tomby Chitty and Bully Chitty the Same
and Signed by the Said Gandevady Venkata Sawmy Chitty
Gentleman and the Publick Known Evidences thereof
for the Whole Cost Charges Damages Expences
the Whole Cost Charges and Expences Damages
and Costs by Law Equity or otherwise Howsoever
Cost Shall Come Unto

Sealed & Delivered
in the Presence of

Maraiyanam Tomby Chitty
Bully Chitty

Fort St. George
1st March 1771

Received the Day and Year above Written of the within named
Gandevady Venkata Sawmy Chitty the Sum of Five hundred
Pagodas in full for the Consideration within Mentioned

Witness

To all People to whom these Presents Shall come Greeting
Whereas Maraiyanam Tomby Chitty and Bully Chitty of Madras
Merchant to me the Ballance of an Account bearing Date the first Day
of March in the Year of Our Lord One Thousand Seven hundred and
Seventy Seven Stand Indebted unto Gandevady Venkata Sawmy Chitty
of the same place Merchant in the Sum of One hundred and Sixty Six
Pagodas five Fanams and forty Cash Now Know ye that the
said Gandevady Venkata Sawmy Chitty for a Valuable Consideration
to him in hand paid by Thomas Arratoon of Madras Merchant before
the Ensealing and Delivery of these Presents the Receipt whereof
he doth hereby Acknowledge and for Divers other good Causes & Considerations
assigned Transferred and Set over and by these Presents doth assign Transfer
and Set over unto the said Thomas Arratoon his Executors Admi-
nistrators and Assigns the Account and Condition and the said Sum
of One hundred and Sixty Six Pagodas five Fanams and forty Cash
and all Interest Now due or which shall or may hereafter accrue
and grow due by Virtue thereof and the promise of payment thereof
by the said Maraiyanam Tomby Chitty and Bully Chitty have
made Ordained Constituted and Appointed And by these Presents
do make Ordain Constitute and Appoint by these Presents
do make the said Thomas Arratoon my true and Lawfull Attorney
for me and in my Name or Otherwise but to his own proper
Use and Behoof to Ask Demand sue for Recover and Receive of
the said Maraiyanam Tomby Chitty and Bully Chitty their
Heirs Executors or Administrators all and every such Summ and Sums
of Money both Principal and Interest now are due or shall or
may hereafter accrue and grow due Owing by Virtue of the said Account
and Me have take and Use all Lawfull ways and Means in My
Name or otherwise for recovery thereof by Actions Suit Arrest or
Otherwise

(772)

Otherwise and Agreeable or Agreeing or Like to the said Deed of Release or Releases for the same for the Better more perfect and Other Assurance and to do all Acts and Deeds Matters and things whatsoever Concerning the Premises as fully Amply in Every Respect as Learned Counsel or Counsels Attorney or Attorneys shall Reasonably Advise or Require and Desire and Lastly I the said Thomas Arratoon for Myself my Heirs Executors Administrators and Assigns Do Covenant and Agree with the said Thomas Arratoon his Executors Administrators and Assigns that I the said Thomas Arratoon his Executors Administrators or Assigns shall and may from time to time and at all times hereafter Peaceably and Quietly Enjoy and Receive all and Singular the Premises hereby Granted or Released or Intended so to be without any Let Suit Trouble Molestation Eviction or Disturbance of me the said Vincata Swamy Chitty my Heirs Executors Administrators or Assigns or of any other Person or Persons Lawfully Claiming or to Claim by from or under me or them and that free and Clear and Freely and Clearly Acquitted Exonerated and Discharged or Well and Sufficiently Saved and Kept Harmless and Indemnified of from and against all and all manner of Former and other Gifts Grants Bargains Sales Leases Mortgages Wills Entails Jointures Dowers Judgments Executions Extents Forfeitures Debts Accounts Claims and Demands whatsoever Committed Done Occasioned or Suffered by me the said Vincata Swamy Chitty my Heirs Executors Administrators or Assigns or by any Person or Persons Lawfully Claiming or to Claim by from or under me or them or by my or their Act Means Consent Procurement or Default or Sufferance Except the Quit Rents Taxes and Assessments Payable to the Honourable United English East India Company and Lastly I the said Vincata Swamy Chitty for Myself my Heirs Executors Administrators and Assigns Do Covenant Promise and Agree to and with the said Thomas Arratoon his Executors Administrators and Assigns in Manner following that is to say that I the said Vincata Swamy Chitty my Heirs Executors Administrators or Assigns shall and will from time to time and at all times hereafter upon the Reasonable Request and at the Costs and Charges in the Law of the said Thomas Arratoon his Executors Administrators or Assigns Do and Execute or Cause and Procure to be Done and Executed all and every such further and Other Lawfull and Reasonable Act and Acts Thing and Things Whatsoever for the better more perfect and Absolute Conveying and Assuring the Premises hereby Granted or Released or Intended so to be unto and to the Use of the said Thomas Arratoon his Executors Administrators or Assigns as by the said Thomas Arratoon his Executors Administrators or Assigns or his or their Counsel Learned in the Law shall be Reasonably Advised or Required and Desired Provided always and it is hereby Declared and Agreed by and between the said Parties to these Presents that if the said Vincata Swamy Chitty his Heirs Executors Administrators or Assigns shall well and truly Pay or Cause to be Paid unto the said Thomas Arratoon his Executors Administrators or Assigns the full Sum of Money Mentioned in the Condition of these Presents Indorsed hereon without any Deduction Defalcation or Abatement whatsoever according to the Tenor and Effect of the said Condition then these Presents and every Clause Article and Thing herein Contained shall Cease Determine and be Void to all Intents and Purposes whatsoever but otherwise shall Remain and Continue in full Force and Virtue in the Law and Equity to all Intents and Purposes whatsoever And lastly it is hereby Declared and Agreed by and between the said Parties to these Presents that all and every the Covenants Grants Articles Clauses and Agreements herein Contained on the Part and Behalf of the said Vincata Swamy Chitty his Heirs Executors Administrators and Assigns shall Extend to Bind and Oblige and may be Sued Prosecuted and Recovered against him the said Vincata Swamy Chitty his Heirs Executors Administrators and Assigns only and not against any of his Friends Relations or Kindred or any other Person or Persons whatsoever and that the said Thomas Arratoon his Executors Administrators or Assigns shall and will from time to time and at all times hereafter Save Defend Keep Harmless and Indemnified the said Vincata Swamy Chitty his Heirs Executors Administrators and Assigns and his and their Goods and Chattels Lands and Tenements from and against all and all manner of Actions Suits Losses Costs Charges Damages and Expences whatsoever which he they or any of them shall or may Incur Sustain or be Put unto for or by Reason or on Account of the Premises or any Part thereof In Witness whereof I the said Vincata Swamy Chitty have hereunto Set my Hand and Seal in Madras the First Day of March in the Year of Our Lord One Thousand Seven hundred and Seventy Seven.

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Reasonable Request to Acknowledge and Execute all and Every such further and Other Lawfull and Reasonable Act and Acts thing and things Whatsoever be it by Making a New Letter of Attorney or Assignment or Otherwise however for the better Enabling and Authorizing him the said Thomas Arratoon his Executors Administrators or Assigns to Recover Receive take and Enjoy to his and their own proper Use and behoof All such Sum and Sums of Money as Now are or shall grow due or payable by Virtue of the said Account and Condition as by the said Thomas Arratoon his his Executors Administrators or Assigns or by his or their Counsel Learned in the Law shall be Reasonably Advised and Required and to and for the true performance of all and every the Covenants and Agreements herein before Contained I bind Myself my heirs Executors and Administrators unto the said Thomas Arratoon his Executors Administrators and Assigns in the penalty of One Hundred and Sixty Six Pagodas five fanams and forty Cash of Lawfull Money

In Witness Whereof I the said Vincata Swamy Chitty have hereunto Set my Hand and Seal in Madras the first Day of March in the Year of Our Lord One Thousand Seven hundred and Seventy Seven.

Vincata Swamy Chitty (L.S.)

In the Presence of

Mayor's Court
Madrasspatnam

Thursday the 17th August
Anno Domini

Present
Andrew Maynadier Esquire Mayor
John Irving
and the rest of the
Aldermen

A Petition of Moodu Kistnah
Moodeliar

Read the Petition of the Moors of Moodu Kistnah Moodeliar Inhabitant of Madrasspatnam praying that the Plaintiff may be Compelled to file his Bill of Complaint against him in this Court as the Petitioner has Sufficient Cause of Action against the Plaintiff for the Recovery of Forty one Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Sixteen Pounds and Eight Shillings or thereabouts as Does More particularly appear by Copy of the Translation of a Bond or Obligation given and Granted unto the Petitioner by the said Moodu Kistnah dated the tenth day of March in this Present Year of Our Lord One Thousand seven hundred and Seventy Seven hereunto Annexed for the Inspection of this Hon'ble Court and which the Petitioner prays may be Admitted as part of this his Petition and Whereas the Petitioner hath frequently and in an amicable Manner Requested Payment of the said Sum of Forty one Pagodas from the said Moodu Kistnah

Ordered that the Petitioner do Cause a Copy of this Petition to be Delivered to the said Moodu Kistnah and that he do Appear in this Court on Thursday the 24th Instant at Ten of the Clock in the Forenoon to Answer the Petitioner's Complaint and that in the Meantime the Petitioner do Cause Payment to be Demanded of the said Moodu Kistnah

Filed the 28th July 1777

To the Honble the Mayor's
Court at Madrasspatnam

Humbly Complaining Sheweth unto this Hon'ble Court your Orator Curry Kistnah Moodeliar by his Attorney John Reeves of Madras Inhabitant that Moodu Kistna of the same Place Gold Smith Stands Indebted unto your Orator in the full and just Sum of Forty one Pagodas Current Money of Madras Making in Sterling money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Sixteen Pounds and Eight Shillings or thereabouts as Does More particularly and at Large appear by Copy of the Translation of a Bond or Obligation given and Granted unto your Orator by the said Moodu Kistnah dated the tenth day of March in this Present Year of Our Lord One Thousand seven hundred and Seventy Seven hereunto Annexed for the Inspection of this Hon'ble Court and which your Orator prays may be Admitted as part of this his Bill of Complaint and Whereas your Orator hath frequently and in an amicable Manner Requested Payment of the said Sum of forty one Pagodas from the said Moodu Kistnah

But now so it is May it Please this Hon'ble Court the said Moodu Kistnah obstinately and wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction Touching the Premises your Orator therefore prays Process of this Hon'ble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Moodu Kistnah may upon his Corporal Oath full true Direct

Cilpraukom Ramanah Naick by their Knowledge Drawn by
Moodu Kistnah

Witness Signed
Venkatachella Chitty and
Ramanah Naick

The Marke of Moodu Kistnah

A true Translation as near as Can be from the Original
Malabar Language by Soobeeyellee Sworn Court Interpreter

Sy Dubois
atty Compt

To all People to whom these Presents shall Come
Greeting Whereas Moodu Kistnah of Madras Gold Smith in and
by one Bond or Obligation Bearing Date the 15th day of March in
this present Year of Our Lord One Thousand Seven Hundred and
Seventy Seven became bound to Curry Kistnah Modelliar of the same
place Inhabitant in the full and just Sum of Forty one Pagodas
Current Money of Madras Condition to be paid on or before the 10th
day of May in the same Year. With Interest at the Rate of 12 p Ct
p Annum as by the said Bond and Condition thereof may appear
Now Know ye that the said Curry Kistnah Modelliar
for Valuable Considerations to him in hand paid by John Rivers
of Madras Inhabitant ere before the Sealing and Delivery of
these Presents the Receipt Whereof he the said Curry Kistnah
H. D. H. Doth hereby Acknowledge he the said Curry Kistnah

Mondellier his Heirs Executors and Administrators
assign and every of them his and their Lands
Tenements Hereditaments Goods and Chattels
whatsoever and wheresoever and all the Right Title
Interest Property Claim and Demand whatsoever
of him the said Curry Kistnah Mondellier
and all the Right Title Interest Property Claim
thereof the said Curry Kistnah Mondellier
hath made Ordained and Appointed and by
Presents doth make Ordain and Appoint the said
Hines his Executors and Administrators
attorney or attorneys Irrevocable for him
Name and Stead to ask demand sue for
and prosecute and to recover and receive
and Administrators all Sum and Sums
Estate of the said Hines
Curry Kistnah Mondellier
Obligation and upon Payment
Hines his Executors
Power Hereby and
said Bonds or Obligations
Discharge Him for
under hand Seal and
his Attorney or Attorneys
in the premises the said
body Heir and Assigns
with Covenant with the said
Kistnah Mondellier his
and Curry Kistnah Mondellier
may from time to time

the same or any part thereof but will save and allow of all Lawfull Proceeding for Recovery thereof by the said John Hines saving the said Curry Kistnah Mondellier harmless of and from any Costs that may happen to him thereby

In Witness whereof the said Curry Kistnah Mondellier have hereunto set his Hand and Seal in Madras this Twenty fifth day of July in the year of our Lord one Thousand Seven Hundred and Seventy seven

Signed Sealed and Delivered
in the presence of
[illegible]

Mayors Court
Madrasputnam

Tuesday the 12th day of August
Anno Domini 1777

Present
Andrew Majendie Esquire Mayor
George Smith and George Proctor
Aldermen

Between Curry Kistnah Mondellier by his Attorney John

Complainant's Charge
Against the Defendant

The Defendant knows Court well
knowing the Contents of the Complainants Charge
Will Confess Such Part as he thinks Proper
and doth Acknowledge Will Pay the Complainant
shall pay the Complainant the Sum of Five Hundred
one Pagodas Principal Money Mentioned in the Bond
Interest accrue or shall accrue thereon
untill full Payment is made of the Said Bond

Filed the 28th 1771.

To the Honble Sir Thos. Rumbold Bart
Governor &c. &c. &c. and the Honble
Council of Fort Saint George

The Humble Complaint of Pauper Pancrocty
Inhabitant Native Merchant of Madrass
Most Humbly Complaining Sheweth
That your Orator is a Native Merchant of Madrass
and has been for many Years last past Employed
in the Service of the Honble United Company
Trade and Commerce
That your Orator in the Month of May 1769
Pagodas Current Money of Great Britain
Money of Madrass Aforesaid
Loaned

four Hundred Pagodas being the Amount Principal Sum of Mort-
gage Bond given and granted unto your Orator by the said Pauper
Pancrocty Bearing date the Eighth day of May in this present
year of our Lord One Thousand Seven hundred and Seventy seven
hereunto annexed for the Inspection of this Honble Court which
your Orator prays may be admitted as part of this his Bill of
Complaint and whereas your Orator hath frequently and in an
amicable Manner Requested Payment of the said Sum of One
Thousand two hundred and thirty four Pagodas from the said
Pauper Pancrocty

But now so it is May it Please this Honble
Court the said Pauper Pancrocty Obstinately and wilfully Refu-
ses to Pay the same or to give your Orator any manner of Satis-
faction Touching the Premises your Orator therefore prays a
General Search as to this Honble Court shall appear agreeable to
Equity and good Conscience To the End therefor that the said
Pauper Pancrocty may upon his Corporal Oath full true Direct
and Perfect Answer make to all and Singular the Matters and
things herein before set forth and alledged as fully truely and Ef-
fectually to all Intents and Purposes as if the same were here
again Repeated and Particularly Interrogated and that he may
be Decreed to Pay unto Your Orator the aforesaid Sum of One
Thousand two Hundred and thirty four Pagodas together with
all Such Interest as since is or shall hereafter become due thereon
also all Costs of this Suit

May it Please this Honble Court to
Cause the said Pauper Pancrocty to be Summoned and Required
by the Sheriff of Fort Saint George Town of Madrass patnam and
the Districts thereof Personally to be and appear before the Honble
Court at a Certain time and place to be by this Honble Court
appointed

[illegible] Pagoda [illegible]
Bill of England Pagoda [illegible]
Due and Owing [illegible]
Mast

Pay Daly

Agt Engl.

Know all Men by these Presents that We [illegible]
of Madras unto the Worshipful the Mayor
the same place Merchant and one of the Aldermen
and Twenty Four Court of the said Town
and truly to be made unto the said Mayor
Commalties or Aldermen
Administrators or Assigns
bound Thomas Hamilton Esqr Mayor
Eighth day of May now last past
Whereas the above
and Twenty Pagodas Current
Sum of Money
Sum of the Penal
Mayor Commalties
Aldermen Executors
Sum of
Pagodas
and Grant
Said Obligor
One Thousand
Pagodas

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feet and another piece of Ground adjoining with it Containing
in Length from North to South twenty two feet and in Breadth
from East to West sixty three feet

Now the Condition of this Obligation is such that if the above
bound Pappoo Damoscoty his Heirs Executors Administrators
and Assigns shall well and truly pay or Cause to be paid unto
the said John Swing His Heirs Executors and Administrators
or Assigns the full and just Sum of One thousand two Hundred
and thirty five Pagodas Current of Madras together with such
Interest as shall or May becom due thereupon According to the
Tenor and Condition aforesaid then this Obligation to be void
and no Effect therwise to Remain in full force and Virtue

Signed Sealed and Delivered
where no Stamp'd Paper is to be
had in the Presence of
Sulla Venatachellam and
Pappoo Sola Madavadu

Pappoo Damoscoty (LS)

Mayors Court at
Madras Patnam

Tuesday the 12th day of August
Anno Domini 1777
Present
Andrew Majendie Esquire Mayor
George Smith and George Proctor
Aldermen

Returned John Swing
Assistant Cutcherry Merchant

(784)

Complainant and Petitioner

Answer of Rastar [illegible]

Last Defendant

This Defendant being in Court
Acknowledging the Contents of the Complainants Bill
This Court doth Leave for him to file his
and doth Accordingly Order & Direct that the Defendant
shall pay unto the Complainant Eight & Last Leaves
Thousand two Hundred & Sixty five Pagodas
together with all such Interest as may
become Due thereon until full Payment is made
Cost of this Suit

Filed the 14th November 1776.

To the Honble the Mayr
Court at Madraspatan

Humbly Complaineing Sheweth
this Honble Court Your Orator Cojah Mamud Sultan of
Merchant that Caracumbackom Mahadavie Ballo
Mangadee Moota Comaraputah [illegible]
sum of Pagodas

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Money of Great Britain at the Rate of Eight Shillings
for Every Pagoda the Sum of Two Hundred and Sixty four Pounds
and Eight Shillings or thereabouts as does more particularly and at
large appear by Copy of the Translation of a Bond or Obligation
given and granted unto Your Orator by the said Caracumbackom
Mahadavie Ballo and Mangadie Moota Comarapah dated the
Twenty first day of October which was in the Year of Our Lord
One Thousand Seven Hundred and Seventy two which is hereunto
annexed for the Inspection of this Honble Court and Your Orator
Prays may be Admitted as part of this his Bill of Complaint
And whereas Your Orator hath frequently and in an Amicable
manner Requested Payment from the said Caracumbackom
Mahadavie Ballo and Mangadie Moota Comarapah of the
said Sum of Six hundred and thirty Six Pagodas
But now so it is May it Please this
Honble Court the said Caracumbackom Mahadavie Ballo
and Mangadee Moota Comarapah Obstinately and Wilfully
Refuses to Pay the same or to give Your Orator any Manner
of satisfaction touching the premises Your Orator therefore
prays a General Relief such as to this Honble Court shall
appear agreeable to Equity and Good Conscience To the End
therefore that the said Caracumbackom Mahadavie Ballo and
Mangadie Moota Comarapah may upon their Corporal
Oath full true Direct and Perfect Answer make to all
and Singular the Matters and things herein before set forth
and Alledged as fully truely and Effectually to all Intents
and Purposes as if the same were here again Repeated and
particularly

Particularly Enlarged and the Kings may be Paid
Jagants Your Orator the aforesaid Sum of Two
Thirty Six Pagodas Together with the Said Interest
shall Amount to
May it Please
the said Caramchokom Mahadeva Bhatto
and Signed by the Sheriff Lieut Colo Langford
Patam and the Deputy Sheriff Thomas Lee
before the Hobble Court at Calm this 22d
this Hobble Court Ordered
Answer this Your Orators Bill of Complaint
to Stand to and abide by such Order
this Hobble Court shall then Make
14th Nov 1796

This Bill was Sworn to
in the day of Adjournment at
Summons Southerman Plumbe
Next Court Day

John Spring
Mayor

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Eight Per Cent per Annum Thus We Voluntarily Give this Obligation
Bond Witness

Signed
Mangadu Mootia Comanpah
& Mahadavie Battoo

Caracambackom Subramanyabramah
& Ramanada Chetty

A True Translation as Nearas Can be from the Original
Malabar Language

Wm Dick Pery
Sheriff Compt

Mayor's Court at
Madrasspatnam

Tuesday the 12th day of August
Anno Domini 1777

Present
Andrew Majendie Esquire Mayor
George Smith and George Proctor
Aldermen

Between Caja Shamier
Sultan of Madras Merchant Com-
plainant and Caracumbaukom
Mahadavie Bhattoo and Mangadu
Mootia Comanpah formerly of
Madras but at present of Pondamally
Inhabitant Defendants

It Appearing by the Records of this Court that
the Space of Six Months of the time Limited by his Majesty's Char-
ter is Elapsed since the Return of the Warrant of Sequestration
Issued against the Defendants Effects and that the Defendants
have

[illegible] under my Hand at [illegible]
[illegible] Court [illegible]
[illegible] and [illegible]
[illegible] Pay unto the [illegible]
[illegible] Hundred and Fifty [illegible]
[illegible] with all [illegible]
[illegible] Out of this [illegible]

Fees 11s Nov 1776

To the Honble [illegible]
Court at [illegible]

Humbly Complaineing [illegible]
unto the Honble [illegible]
[illegible] Merchant that Caungogee [illegible]
[illegible] Inhabitant in [illegible]
[illegible] and Eighty Nine Pagodas [illegible]
[illegible] of Mons Pauling in Malay [illegible]
[illegible] after the Rate of Eight Pagodas [illegible]
[illegible] Hundred and Eighty Nine [illegible]
[illegible] Eleven Fanams [illegible]
[illegible] Pagodas [illegible]

day of July which was in the Year of our Lord One Thousand Seven Hundred and Seventy five under the hand of the said Caungogee Jeevangee Pantaloo wherein the said Caungogee Jeevangee Pantaloo doth acknowledge to have Received from Your Orator the Sume of Four Thousand one Hundred and Eighty Nine Pagodas and Eleven fanams and promising to Pay the same unto Your Orator on or before the Month of January in this present Year of our Lord together with Interest at the Rate of Eight per Cent per Annum, and by another Mortgage Bond or writing obligatory dated and Executed and Signed on the aforesaid Eleventh day of July in the same Year by the said Caungogee Jeevangee Pantaloo wherein the said Caungogee Jeevangee Pantaloo doth acknowledge to have Received from Your Orator the Sum of Four Thousand one Hundred and Eighty Nine Pagodas and Eleven fanams and as a Security for the Payment of which said Sum the said Caungogee Jeevangee Pantaloo did Mortgage unto Your Orator certain Rights and premisses therein expressed &c. Wt. the Fees that may arise from the employ of Caungogee Dassanagee in the Districts of Poondamallee and the Inhabitance of the Village of Pumpattoor and also the Fees Arising from Parish Monteeals, and your Orator sheweth that it is further expressed in the said Mortgage Bond that the said Sum of Four Thousand one Hundred and Eighty Nine Pagodas and Eleven fanams was condetioned to be paid on or before the Month of January in this present Year of our Lord One Thousand Seven Hundred and Seventy six in default whereof power was granted unto Your Orator to sue the said Caungogee Jeevangee Pantaloo in this Honble Court, and to Sell the said Fees and Inheretance at publick Outcry &c. as doth more

particularly

Plaintiffs and at Large appear by Cyrus of Standish
Hartley Esqrs Counsel assigned for the Defendant to
Court to which Time this Suit is hereby Continued
of this Instant of Complaint

And Your Orator for the Cause aforesaid
your Said Defendant Cannagoge Juvangue Pundaloo
the said Cannagoge Juvangue Pundaloo of the said
Capital Sum of Four Thousand one Hundred
Pagodas and Eighty Nine and one Quarter
due and owing

But now so it is, true it is
and Confederate Cannagoge Juvangue Pundaloo
willfully Refuse to pay the same or any part
manner Satisfaction thereof to the Complainant
therefore pray Process of Subpoena may be awarded
shall appear personally to Answer the Premises
the Old therefore that the said Cannagoge Juvangue
also may upon his Corporal Oath full true direct
perfect Answer make to all and singular the Premises
things herein before mentioned and charged as fully
and Particularly to all Intents and purposes as if the
more fully given Repeated and Confessed
and that he may be Decreed to pay unto the
aforesaid Sum of Four Thousand one Hundred
Nine Pagodas and One Quarter together with
Interest thereon and the Costs of this Suit
all Cost of this Suit

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required by the Sheriff of Fort Saint George Town of Madras
Justices 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

Sly Dis Pun
Atty Compt

Dated the 11th July 1775

I Cannagoge Juvangue Pintaloo of Pondamallee Go-
mastah to one Cannagoge Streepatteah Rayaneah do give
this Obligation to Coja Saumier Sultan Sael of Madras,
That is to Say, to this Day have Settled Accounts by Means
of One Arangadiah Paupiah & now Stand Indebted unto
him, in the full and just Sum of ₹4189¼ Four Thousand
one Hundred and Eighty Nine and one Quarter Pagodas, which
Sum I promise to pay in or before January 1776 together
with Such Interest as may become due thereon after the Rate
of 18 ₹ Cent ₹ Annum I do give this by my Consent.
Witnesses Sorrah Cundapah Chetty & Murravances Chetty by their Know-
ledge Drawn by Chavaly pattah Buraw miah

Signed Cannoge Juvangue Pintaloo

Witnesses Signed
Sorrah Cundapah
Murravances

A True Translation as Near as Can be from

the Original Gentoo Language by Sadagopt Interpreter

Sly Dubois
Atty Compl.t

Mayor's Court at Madrasapatnam

Wednesday the 13th day of August Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
George Smith and George Proctor
Aldermen

Between Coja Shamier Sultan of Madras Merchant Complainant and Camogogue Jeevanga Juntatos of Pondamalle Inhabitant Defendt

It Appearing by the Records of this Court that the Space of Six Months the time Limited by his Majestys Charter for Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and that the Defendant hath not made any Application in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay to the Complainant the full and just Sum of Four Thousand one Hundred and

the Original Gentoo Language by Sadagoptaloo Sworn Interpreter

Sly Dubois
Atty Compl.t

Such Manner as if the same had been purchased from them the said Corcumbaucum Mahadavair and Mungatoo Mootu Comrapah, as doth more particularly and at large appear by a Copy of a Translation of the said Mortgage Bond hereunto annexed for the Inspection of this Honble Court which Your Orator prays may be admitted as part of this his Bill of Complaint the Original whereof is in Your Orators Possession Ready to be produced when Required.

And whereas Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment of the Amount Principal of the aforesaid Bond being the Sum of Three Thousand and One Hundred Pagodas and Interest thereon from the said Corcumbaucum Mahadavair and Mungator Mootu Comrapah.

But now so it is May it Please this Honble Court the said Corcumbaucum Mahadavair and Mungatoo Mootu Comrapah Obstinately and wilfully refuse to Pay the same or to give your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Genral Relief such as to this Honble Court shall Appear agreeable to Equity and good Conscience

To the End therefore that the said Corcumbaucum Mahadavair and Mungatoo Mootu Comrapah may upon their Corporal Oath full true Direct and perfect Answer Make to all and singular the Matters and things herein before Set forth and alledged as fully truely and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that they may be Decreed to Pay unto Your Orator the aforesaid Sum of Three Thousand and one Hundred Pagodas together With

Filed 11 Nov 1776.

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Sheweth to Your Honble Court Your Orator Cyprian Sutton of Madraspatnam Merchant That Corcumbaucum Mahadavair & Mungatoo Mootu Comrapah formerly of Madras but at present of Pondicherry Inhabitant are justly and truely indebted unto Your Orator in the full and just Sum of Three Thousand and One Hundred Pagodas Current Money of Madras making in Sterling Money of Great Britain about Eight Hundred Pounds the Sum of One Hundred Pagodas the Interest thereof due for the Principal Sum of Three Thousand Pagodas aforesaid by their Bond or Mortgage Bond carrying Interest bearing Date on or about the Sixth day of November One Thousand Seven Hundred and Seventy four Executed and Delivered by them unto Your Orator for the Payment of the Principal Sum and Interest aforesaid on or before the Sixth day of April then next ensuing as by the said Bond or Mortgage Bond now in the Possession of Your Orator Ready to be produced in this Honble Court may more at large appear And Your Orator further sheweth that the said Corcumbaucum Mahadavair and Mungatoo Mootu Comrapah together with divers other Persons Inhabitants of Madras aforesaid on or about the Month of August One Thousand Seven Hundred and Seventy four Executed and Delivered unto Your Orator a Bond or Mortgage Bond bearing Date on or about the Sixth day of November One Thousand Seven Hundred and Seventy four Conditioned for the Payment of the Sum of Three Thousand and One Hundred Pagodas with Interest thereon at the Rate of Twelve per Cent per Annum on or before the Sixth day of April then next ensuing as by the said Bond or Mortgage Bond now in the Possession of Your Orator Ready to be produced in this Honble Court may more at large appear And Your Orator further sheweth that the said Corcumbaucum Mahadavair and Mungatoo Mootu Comrapah together with the said

Thousand and One Hundred Star Pagodas, which said Sum we promise to pay on or before the Tenth day of April 1773. together with such Interest that may become due thereon after the Rate of 8 p Cent p Annum Indefault of Payment He is hereby impowered to Enjoy the above Mentioned Premises in such manner as if he had purchased the same from us We jointly do give this Obligation

Witness- Soly Sashier and Ramanaudah Saustroar by their Hands Pledge Drawn by the Said Masengados Mootu Conrapah

Signed Concumbanum Mahadaviar

Witnesses signed

Soely Sashier

Ramanaudah Sauistroar

A true Translation as Near as can be from the Original Malabar Language by Soobrayloo Dubash Interpreter

Hy DuPuy

atty Compt.

Mayors Courtat Madrasapatnam

Tuesday the 12th day of August Anno Domini 1777

Present

Andrew Majendie Esquire Mayor

George Smith Esq George Proctor

Aldermen

Between Ramaumiah Sultan of Madras Merchant Complai-

Concumbanum Mahadaviar Sultan Merchant Defendt

Whereas the said Complainant did on the 6th day of June 1776 Exhibit his Bill of Complaint in this Court against the said Defendant Concumbanum Mahadaviar Sultan Merchant Defendt and Process of Subpoena issued thereupon returnable the Second Court day of the Month of July then next following to which Subpoena the said Defendant hath not appeared but Contempt thereof hath made Default

It is therefore Ordered that the said Defendant do appear before the Mayor's Court to be held on Tuesday the 12th day of August next to shew Cause why the said Complainant should not have the Relief prayed by his Bill of Complaint and in the Mean time that the said Defendant do not Sell Mortgage or Alienate the Lands Tenements and Hereditaments in the Village of Chinnamalle Mahadaviar Sultan Merchant Defendt in the Bill of Complaint mentioned or any part thereof

By the Court

Hy Dupuy

atty Compt.

Filed the 28th April 1777

To the Right Honble Sir Hugh Court at Madraspatnam

Humbly Complaining Sheweth

Unto this Honble Court Your Orator Cottah Aumbagum Ramasawmy Mudelly of Fort Saint George Town of Madraspatnam and the Districts thereof Merchant That Conacapah late of Fort Saint George Town of Madraspatnam and the Districts thereof Merchant Deceased in his Lifetime and at the Time of his Death was Indebted unto Your Orator in the Sum of Eleven Hundred Pagodas Current money of Madraspatnam aforesaid for Sterling Money of Great Britain Lawful Money of Pounds Shillings and Pence as by Bond or Writing Obligatory now in Your Orators Custody or Possession and Ready to be Produced for the Inspection of this Honble Court when Required

And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment of the said Sum of Eleven Hundred Pagodas and Interest

But now so it is may it please this Honorable Court the said Conacapah obstinately and wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a general Relief such as to this Honble Court shall appear agreable to Equity and good Conscience

To the End therefore that the said Conacapah may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things hereinbefore Set forth and Alledged as fully truly and effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated And that he may be Decreed to pay unto Your Orator the aforesaid Sum of Eleven Hundred Pagodas Together with all such Interest as is now due or hereafter shall become due thereon Also all Costs of this Suit

May it Please this Honble Court to Cause the said Conacapah 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

Mayors Court at Madraspatnam

Filed 9th June 1777

Andrew Anderson Esquire Mayor
George Monckton Esquire
Gentlemen

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court Your Oratrix Mudaumaiyeammay by her Attorney John Harris of Madras Inhabitant that Sumboo Chetty of the same place Merchant stands Indebted unto Your Oratrix in the full and Just Sum of Eighty four Pagodas Seventeen Fanams and forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Sixty three Pounds and fifteen Shillings or thereabouts as will more fully and at large Appear by an Account Current and also by Copy of the Translation of a Bond or Obligation given and granted unto Your Oratrix by the said Sumboo Chetty dated the Eleventh day of January which was In the Year of Our Lord One Thousand Seven hundred and fifty One hereunto Annexed for the Inspection of this Honble Court To which Your Oratrix prays may be Admitted as part of Her Bill of Complaint And Whereas Your Oratrix hath frequently and in an Amicable manner Requested Payment from the said Sumboo Chetty of the said Sum of Eighty four Pagodas Seventeen Fanams and forty Cash

But now so it is May it Please this Honble Court the said Sumboo Chetty obstinately and wilfully Refuses to pay the same or to Give Your Oratrix any Manner of Satisfaction touching the premises Your Oratrix therefore prays a general Writ of such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Sumboo Chetty 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

Mayors Court at Madraspatnam

Mudaumaiyeammay
Complainant

Sumboo Chetty
Defendant

Andrew Anderson Esquire Mayor
George Monckton Esquire
Gentlemen

Subpœna to Answer Bill

George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c. To Sumboo Chetty Greeting We Command you that you be and appear in your Proper Person before Our Mayors Court at Madraspatnam on the Fifth day after the Service hereof to Answer the Complaint Mudaumaiyeammay Complainant exhibited against you in the said Court and to Abide by and perform such Order and Decree therein as Our said Court shall think fit to Award and this you are not to omit under the Penalty of Two Hundred Pagodas to be Levied upon your Goods and Chattels to Our use in case you shall make Default herein Witness Andrew Anderson Esquire Mayor and the Rest of the Gentlemen of Our said Court the Ninth day of June in the Seventeenth Year of Our Reign Anno Domini 1777

Defendant shall pay into the Register's Office the Just Sum of Eighty four Pagodas Seventeen Fanams and forty Cash together with Interest thereon after the rate of Twelve per Centum per Annum from the Time of the Bond becomes due Payable on the Eleventh day of January 1776 to the Time of Payment and all Cost of this Suit

By Tumboo Chitty in the Name & With Muttoomungyeammay &c.

11th	To the Amount Principal of your Bond to Me of this date Payable one Year	25	—	—
	To Interest 9 Mo. from the 11th January 1751 this Day is 26 Years 4 Months & 26 days @ 1½ Cent ₱ Annum	5	19	40
	Pagodas	84	19	40

By Ballance due	84	19 40
Pagodas	84	19 40

Entered Charge 6th June 1771

Errors Excepted

the 11th January 1751

I Tumboo Chitty Son of Tuccalum Mudumaive Chitty do give this Obligation to Muttoomungyeammay Wife of Celuva Chitty of Madras as on Urgent Occasion Have Borrowed & Received of you the Sum of (25) Twenty five Pagodas Current Money of Madras Which sum I Promise to pay on demand with such Interest as may become Due thereon after the Rate of 1½ Cent ₱ Annum Witnesses Govinda Chitty & Condapuddy Nonah Chitty by their Knowledge Drawn &

Signed Tumboo Chitty

A True Translation as Near as Can be from the Original Malabar Language by Corbray Coe Dubash Interpreter

Sig DuPre

Actg Compt R

Know all Men by these Presents that I [illegible]
Greeting Know Ye that I the said [illegible]
and for and in Consideration of the Sum of [illegible]
Lawful Money of Great Britain to me in hand [illegible]
the Receipt whereof I do hereby Acknowledge [illegible]
Do Grant Bargain Sell Release and Confirm [illegible]
of the Town Plot Situate Lying and being [illegible]
Province aforesaid Containing [illegible]
Reservation for Ever Nevertheless [illegible]
Lot or Parcel of Land Containing [illegible]
Lot Number Two Hundred and Forty [illegible]
Plan of the said Town Reference being [illegible]
and Confirmed unto the said [illegible]
Heirs and Assigns Forever Subject [illegible]
Quit Rents Which shall Hereafter [illegible]
Crown of Great Britain [illegible]
Lot or Parcel of Land [illegible]
Heirs and Assigns [illegible]
Delivery of these Presents [illegible]
Mutcoomungyeamay [illegible]
Mutcoomungyeamay [illegible]
Present Public Vendue or Outcry [illegible]
the said Bond or Obligation [illegible]
and Behind Hereafter Due and Owing or Supposed [illegible]
the Heirs or Assigns of the said [illegible]
and Every part Thereof the said Mutcoomungyeamay [illegible]
the Consideration aforesaid Lawfully Claim [illegible]
and by these Presents Doth make Constitute and appoint
and John Haines his Executors or Administrators [illegible]
and Lawfull Money and Attorney Irrevocable for him
in his Name and for the Use and Benefit of the Said
Administrators but for the Proper Use and Benefit
of the said John Haines his Heirs Executors and
back Part [illegible]

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his Heirs Executors and Administrators the Money Due and
to become Due on the said Bond or Obligation and on Non-
payment thereof he the said John Haines his Heirs Executors
and Administrators to sue for and Recover the same and on
Payment thereof to Deliver up the said Bond or Obliga-
tion and give Sufficient Releases and Discharges therefore
and one or more Attorney or Attornies under him to Constitute
and whatsoever the said John Haines or his Attorney or Attor-
nies under him shall Lawfully doin the Premises the said
Mutcoomungyeamay doth hereby allow and affirm and
the said Mutcoomungyeamay doth Covenant with the
said John Haines that she the said Mutcoomungyeamay
hath not Received nor will Receive the said Money Due
or to become Due on the said Bond or Obligation 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 John
Haines Saving the said Mutcoomungyeamay harmless of
and from any Costs that may happen to her thereby In
Witness whereof she the said Mutcoomungyeamay hath
hereunto Set her hand and Seal in Madras this Ninth
day of June One Thousand Seven hundred and Seventy Seven

Signed Sealed and delivered (Mutcoomungyeamay) L.S.
(Where no Stamped Paper is to be had In the
Presence of
Charles Pond
Francis Pond

Mayors Court at
Madraspatnam

Inter Sangatti Ledgy Sing
Sinna Tannil
Pl
Defendant
Andrew Majendie Esqr Mayr
George Smith
&c George Smit
Defendant

Bolton Attorney
to the Attorney for the Plaintiff
Defendant

(2)

Affidavit of the Plaintiff for Arrest of Defendant

The Plaintiff Sworn saith that the Defendant is Indebted to him in the Sum of Pagodas Two Thousand Five Hundred and Twenty Eight and Fanams Twenty Two as Principal Money and Interest thereon due for Goods Sold and Delivered by the Plaintiff to the Defendant at his Request and that the Defendant hath not Effects within the Jurisdiction of this Court to Satisfy the same to the Plaintiff as he believes

Sworn in Court the 24th June 1777

Before me
Mayor

Filed the 24th June 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Adaykelum Sonnapa of Madras Inhabitant that Sydaperoum Andeapah also of Madras aforesaid Inhabitant Stands Indebted unto Your Orator in the full and just Sum of One Thousand and Fifty Two Pagodas and Eleven Fanams Current Money of Madras Making in Sterling Money of Great Britain Alternate of Eight Shillings for every Pagoda, the Sum of Four Hundred and Seventy Pounds Eighteen Shillings and Five Pence or thereabouts, as will more fully and at large Appear by the Copy of a Bond or Writing Obligatory hereunto Annexed for the Inspection of this Honble Court to which your Orator Most humbly Refers and Prays that the same may be Admitted As Part of this his Bill of Complaint And Whereas Your Orator hath frequently and in a friendly Manner Requested the Payment of the said Sum of One Thousand Fifty two Pagodas and Eleven Fanams

But now so it is and may it Please this Honble Court the said Sydaperoum Andeapah Obstinately and Wilfully Refuses to Pay the same to give Your Orator any Manner of Satisfaction for the Premises Your Orator prays against Relief touching the Premises as to this Honble Court shall appear agreeable to Equity and Good Conscience

To the End therefore that the said Sydaperoum Andeapah may upon his Corporal Oath full true direct and Perfect answer make to all and Singular the Matters and things herein before Set forth and alledged, as fully, truly, and Effectually, to all Intents and purposes as if the same were here again repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand and Fifty Two Pagodas and Eleven Fanams With all such Interest as now is or shall hereafter become due

due Known to all Men by these Presents

May it Please the Right Worshipful the Mayor Aldermen and Recorder of the Town of Madraspatam or Fort Saint George Sitting as Judges of the Court of Request for the said Town to Summon Adolphus Smith of the said Town Gentleman to Appear before the Right Worshipful the Mayor Aldermen and Recorder Sitting as Judges of the said Court of Request at the Court House in the said Town on Monday the Twenty first Day of June Instant at Nine of the Clock in the Forenoon of the same Day to Answer the Complaint of Dan.l Shaw of England Merchant for a Debt due to the said Complainant by Bond as by the Bond Produced in Court may Appear

Dan.l Shaw
Atty for the Complt

21st June 1771

Summons issued at the Request of the Complainant having made Oath of the Truth of the Demand and that he has Reason to Believe that the Defendant doth withdraw himself from the Jurisdiction of this Honble Court on hearing that a Suit is filed against him Let Summons Attachment Immediately and Warrant to Arrest Issue

Andrew Mayerdier
Mayor

Know all Men by these Presents that I Adolphus Smith of Madraspatam Gentleman am held and firmly bound unto Dan.l Shaw of London Merchant in the Penal Sum of One Thousand Pagodas Current Money of this Coast of Coromandel to the Payment whereof well and truly to be made unto the said Dan.l Shaw his heirs Executors Administrators or Assigns I bind myself my heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this Twenty first Day of June in the Year of our Lord One Thousand Seven Hundred and Seventy one

and in the Madras Assessment this Twenty Seventh Day of January in the Year One Thousand Seven Hundred and Seventy Seven

Whereas the above bound Sydapetty Andeapah hath Borrowed and Received of the above named Adolphus Smith the full and just Sum of One Thousand and Fifty Two Pagodas and Eleven Fanams of the said Currency to run at Interest at the rate of Ten per Cent per Annum and Payable on Demand

Now the Condition of this Obligation is such that if the above bound Sydapetty Andeapah his heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto the above named Adolphus Smith his heirs Executors Administrators or Assigns the full and just Sum of One Thousand Fifty Two Pagodas and Eleven Fanams together with such Interest as shall or may become Due thereupon then this Obligation to be void and of none Effect Otherwise to continue in full Force and Virtue

Sydapetty Andeapah (L.S.)

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

Dan.l Shaw
Joseph De Rozario
Parnall.

A true Copy from the Original

Dan.l Shaw
Atty for the Complt

Mayor's Court at Madras Patnam

Tuesday the 15th day of August

Anno Domini 1777

Present

Andrew Majendie Esquire Mayor &
James Call Esq. Benj. Roebuck

Aldermen

Between Captain [illegible]

Plaintiff

And

The Defendant being [illegible]

ing the Writ of Capias [illegible]

to Him directed [illegible]

by Order [illegible]

Complainant his [illegible]

Five Pagodas Current [illegible]

all such Interest [illegible]

Money until full Payment [illegible]

Shall [illegible]

Filed the 15th October 1776

To the Honble the Mayors
Court at Madras Patnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Henry Alexander of Madras Major
That Munnepauncom Chinglevaroyen of Madras Dubash stands
Indebted unto Your Orator in the full and Just Sum of One hun-
dred and Thirteen Pagodas Current Money of Madras Making
in Sterling Money of Great Britain at the rate of Eight Shillings
for every Pagoda the Sum of Forty five Pounds and Four Shillings
Arising on his the said Munnepauncom Chinglevaroyens Bond
or Writing Obligatory to Your Orator bearing date the First day
of November in the Present Year of Our Lord One Thousand Seven
hundred and Seventy Six for the said Sum of One hundred
and Thirteen Pagodas Payable on Demand which said Bond or
Writing Obligatory is in Your Orator's Custody and Ready to
be produced for the Inspection of this Honble Court when Requi-
red and Your Orator further Sheweth unto this Honble Court that
he hath frequently and in an Amicable Manner Requested the
Payment from the said Munnepauncom Chinglevaroyen of the
said Sum of One hundred and Thirteen Pagodas.

But now so it May it Please this Honble
Court the said Munnepauncom Chinglevaroyen Obstinately and
will sullenly 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

Mayor's Court at Madraspatnam

Tuesday the 19th day of August Anno Domini 1777

Present

Andrew Majendie Esquire Mayor

James Call and Benj.n Roebuck

Aldermen

Between Henry Alexander of Madras Major Complainant and Mummestanam Chinglevarayen of Madras Dubash Defendant

It Appearing by the Records of this Court that the Space of Six Months the time Limitted in his Majesty's Charter for Elapsed since the Return of the Warrant of Sequestration issued against the Defendant's Effects And that the Defendant hath not made any appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Thirteen Pagodas Pag.s 113 together with all such Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

By the Court

Mayr Court Madrasp.m

Cause Mummestanam Chinglevarayen Defendant

Order and Decree for Payment of Pags 113 with Interest and Costs

Henry Alexander Esq.r Complainant

Decreed for the Full Costs of Suit

His Honble Court Ordered and Decreed that the Defendant do pay unto the Complainant his Debt and Interest as in the Complainants Bill of Complaint is specified and also all Costs of this Suit

By Order of the Court

Jno Lykes Clerk of the Court

18th November 1776

This Bill was taken pro Confesso

days of Adjournment Elapsed

from thence Plead Dismissed

Costs

(814)

Filed the 16th June 1777

To the Honble the Mayor
Court at Madras Patnam

Humbly Complaining Sheweth
Unto Your Worships Your Orator William Haverth Farriar of Madras
George Herbert Esqr Leopold De Alagde & Thomas Sullivan Esqrs
Justices of the Peace for the Said Town of Madras Patnam & Districts
of Great Britain with the Liberties thereof and Lastly to
the Sum of Sixteen Hundred Pagodas of Lawful Money of
Alagde Hindostany Rate of Exchange for Twenty Eight
Days of January with Current Interest for the
Said Sum Hundred and Sixty Seven Pagodas
Pagodas Rate Interest Eighteen Pagodas Eighty
Due Note of Hand in Your Worships Office Dated
for the Inspection of this Honble Court on Oath
further Shews unto this Honble Court that the Said
an Article Money Pagoda Current Coin of
De Alagde & Thomas Sullivan Esqrs
Court Hereof Leopold De Alagde Chronicle
said De Alagde & Thomas Sullivan Esqrs
Interlocutory Writ of Summons Issued
Defendants at this Honble Court to
Hereof and Commanded this Court to
De Alagde Esqr upon the
perfect Answer

(875)

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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 thirty five 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 Leopold De Alagde to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madras patnam & the
Districts thereof, personally to be and Appear before this Honble
Court at a certain time and Place to be by this Honble Court pre-
fixed and Appointed then and there to Answer this Your Orators
Bill of Complaint and further to Stand to and abide by such Order
and Decree therein as to this Honble Court shall Seem meet

16th June 1777.
This Bill was shewn to me in the days
of Adjournment & the Summons Issue
thereon Returnable Next Court day.
Andrew Majendie
Mayor

Jno. Sykes
Atty for the Complainant

Mayor's Court at
Madraspatnam

Tuesday the 19th day of August
Anno Domini 1777.

Present
Andrew Majendie Esquire Mayor
James Call & Benj.n Roebuck
Aldermen

Between William Haverth
Farriar

Filed the 24th March 1777

To the Honble the Mayor
Court &c. &c. &c.

Humble Complaining Sheweth

That Your Orator Gregory Lascelles Esqr
Inhabitant of Fort St George Merchant
of the same Place Admitted & Duly Sworn
in the Office of the Register of the Mayors
Court and Practitioner in the Law Doth Lay
Claim to the Privilege of the Court in
Making Use of Great Britain at the Top of
Writings for any Person or Persons
Whatsoever

at Large appear by an Account Current hereunto annexed for the Inspection of this Honble Court to which Your Orator Most humbly Refers and prays the same may be Admitted as part of this Your Orator's Bill of Complaint And Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Mummepawkam Chinglevoy Modelliar of the said Sum of Two Hundred and Sixty six Pagodas and Eighteen fanams.—

But now so it is May it please this Honble Court the said Mummepawkam Chinglevoy Modelliar Wilfully and Obstinately 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 Agreable to Equity and good Conscience.—

To the End therefore that the said Mummepawkam Chinglevoy Modelliar may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly perfectly and Effectually to all Intents and purposes as if the same were hereagain Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred and Sixty six Pagodas and Eighteen fanams 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 Mummepawkam Chinglevoy Modelliar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras patnam and the Districts thereof

Mayor's Court at Madras Patnam

Tuesday the 15th day of August Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
James Call and Benjn. Roebuck
Aldermen

Between George Isaac Heiseard of Madras Inhabitant Complainant and Mummepaw Rau Chinglevay Modelliar also of the same place Inhabitant Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing 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 and Sixty Six Pagodas and Eleven fanams / Pags. 266—11—/ together with all such Interest as now is or shall hereafter becom Due thereon until full Payment is made also all Costs of this Suit

Hue

(318)

Personally the Defendant (in the Bill named) and the Complainant (in the Bill named) and Defendant's Counsel (in the Bill named) Appeared before the Court and Defendant's Counsel Moved the Court for Time to Answer the Bill Which is Granted

Wm Hedges
Atty Complainant

Mr. Hannegamukam Chungleroy Merchant Acquainted with George Isaac Heyland

1776 Novr 1st	To Cash Lent you on Bond		
	To Interest on ditto from 1st November 1776 to 15th March 1777 4 Months 15 Days @ 12 P Cent per Annum	25	
	To Ballance of last Account	11	11
	Pagodas	266	11

Errors Excepted
Hannegamukam Chungleroy

Sworn before me 15th March 1777
Wm Hedges
Atty Complainant

(820)

Filed 2d. Augt. 1772

To the Right Honble. the Mayor
Court at Chancery

Humbly Complaining. Sheweth
unto Your Honble Court Your Orator John Collin Jongee
late of the Honble United Company of Merchants of England
trading to the East Indies but at present residing
at the East Indies and Servant to the said United
Company and Samuel Cobb late of
Captain in the Service of the said United Company
and William Cobb late of
Cadet and Simon Cobb late of
aforesaid Company by the Name of
by the Name of the Executors of the last Will
heirs of the Honble Earl Your Orator
Mat. Collin Jongee Captain in the Service of the
Company at Fort Saint George
Your Orator as Surviving Executor of the Will of
Hooker in his full Life late of the
Four Years Eight Months
making an Allowance
Shillings Sterling Per Month
Pagoda Twelve Hundred
Allowance Upon the Coast
Fifteen Hundred Pagodas
Court of Chancery Your Orator
his Bill of Complaint
Custody of the Marshal
Court

(821)

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did in his Lifetime Command a Troop of Horse in the Service of the said United Company, which he did by Contract With the said United Company or their Agents The President and Council of Fort Saint George and its Dependencies for and on Account of the said United Company whereby the said Leopold Hooker was to pay the Men, feed the Horses, and to find Clothing and Accoutrements and to bear every other Expence about them, Except the Purchase of Horses and Firelocks and Ammunition, for which the said Leopold Hooker was to be allowed and was Allowed Thirteen Pagodas and an half per Month for the said Expences of each Man and Horse, which said Contract Commenced the first Day of July One Thousand Seven hundred and Sixty Nine, And Your Orator further Sheweth that in pursuance of the said Contract the said Leopold Hooker Purchased and Provided, and from time to time Purchase and Provide many Articles Necessary for the said purpose and was at a Considerable Expence on that Account, Your Orator further Sheweth that a few Days or some Short time before the said Leopold Hooker Departed this Life, which was on the Nineteenth Day of August in the Year of Our Lord One Thousand Seven hundred and Seventy One, the said Leopold Hooker being much Indisposed and Unable to go into the Field the said John Collin Jongee was Ordered by the said President and Council of Fort Saint George to take Charge of the said Troop, which he Accordingly did Marched them from Cuddelore for Camp a few Days before the Decease of the said Leopold Hooker Your Orator further Sheweth that there being a Considerable Quantity of Private Stores the property of the said Leopold Hooker remaining With the said Troop belonging to the said Leopold Hooker at the time of his Decease, which the said John Collin Jongee took Possession of with the said Troop and Used them with and for

(822)

(823)

in the presence of the said Francis Robson and Sampson Shorston, and the same was Reduced into Writing, and the said Account, as Settled as aforesaid, was Signed by your Orator as Executor as aforesaid, and a Certificate at the Bottom of the said Account, of which a Copy is hereunto Annexed as before Mentioned, Signed by the said Captain Francis Robson Your Orator further Sheweth unto this Honble Court that the said Accounts and Matters having been as aforesaid Settled and Adjusted with regard to Value Amount and Propriety of Charges Your Orator Received the said John Collin Forgyn would have paid Unto Your Orator as Executor as aforesaid the Amount of the said Accounts, And Your Orator hath frequently and in an Amicable manner Requested Payment from the said John Collin Forgyn of the said Sum of three hundred and Eleven Pagodas Twenty four Fanams and Sixteen Cash being the Said Amount of the said Accounts so Settled and Adjusted as aforesaid

Butnow so it is May it Please this Honble Court the said John Collin Forgyn Obstinately and Wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Under Colour of several Vexatious and Evasive Pretences Your Orator therefore Prays a Genural Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said John Collin Forgyn may upon his Corporal Oath full true Direct and perfect Answer make to all and singular the Matters and things herein before Set forth and Alledged as fully truly perfectly and Distinctly to all Intents and purposes As if the same were here Again Repeated and

Corker or Ane and which of them did not Write to the said John Collin Tongue to the abovementioned or some other and what purport or Effect, And Whether the said John Collin Tongue gave any and what Answer thereto, And Whether the said John Collin Tongue did not in Consequence of the further Application to him before mentioned or otherwise and how, Agree that the said Stores &c. should be Valued in Manner abovementioned or otherwise and how, and Whether Your Orator as Executors as aforesaid, and the said John Collin Tongue were not to abide by such Valuation, And Whether the said John Collin Tongue did not Appoint the said Tempest Thornton to Value the said Articles and settle or fix on the proper Charges on his part and to be paid by him, And Whether Your Orator did not Appoint the said Francis Robson to Value the said Articles and settle the proper Charges to be paid by the said John Collin Tongue to your Orator on his part as Executors as aforesaid, & on the part of the said Estate of the said Leopold Hircker And whether the said Francis Robson and Tempest Thornton did not Accordingly Value and Affix a Price on the said Articles and the proper Charges to be paid by the said John Collin Tongue to your Orator as Executor as aforesaid, And Whether both the said John Collin Tongue & your Orator did not Agree to the said Valuation and Charges in the Presence of the said Francis Robson and Tempest Thornton or otherwise and how, and Whether the said Valuation and Charges were not Reduced into Writing, And Whether the said Account and Certificate were not Signed as before mentioned or otherwise and how, And Whether the Account and Certificate hereunto Annexed are not true Copies of the Account Agreed to by the said John Collin Tongue and Signed by your Orator and the said Francis Robson as before Mentioned, or Wherein or in

Captain Sonyn Dr.

To feeding a Company's Horse left Sick at Cuddalore from the 4th September to the 9th October	4	"	"
To a Black Farrier Attending on D°	1	"	"
To Cash Advanced Serjeant Scales to feed the above Horse on the Road to Camp	2	"	"
To 37 Saddles & Bridles Compleat with furniture @ 3 3/4 Pag° each	142	21	"
To Head Stalls Heel Ropes @ 1/4 for 30 Horses	10	"	"
To Water Bridles, Curry Combs & Grass Bags for D°	8	32	"
To 2 Grass Kettles	36	"	"
To Cowleys for covering Sick Horses	1	"	"
To 1244 Seers of Horse Grass at 50 p° Pagoda	24	36	76.
To Bullocks Hides & Sheep Skins	2	"	"
To 4 New Saddles	10	"	"
To 18 Double Europe Girths	5	32	"
To 18 Single D°	2	"	"
To 5 D° Surcingles	1	19	"
To 9 D° Bridles	8	"	"
To 1 D° Head Stall		12	"
To 18 p° D° Sirrap Leathers	3	27	"
To 9 D° Carpets	4	5	24
To 10 p° Halter Pipes	2	36	"
To 5 p° Reins Country made		26	"
To 6 Sets of Surcingles	6	"	"
To Cash of the late Captain Kircker's Advanced by his Comp° to the Horsekeepers & Grasscutters of the Troop for part of their pay by Capt° Sonyn	32	24	"
To M°Clokie the Millanger Dog for his trouble	5	"	"
Cuddalore 4th July 1772	Pagodas	311	24 fk

E.E. D. Buchanan Exec.r to the late Capt° Kircker.

This is to certify that the above mentioned Horses are Comp.d at the prices settled by Lieutenant Thornton on the part of Capt° Sonyn, & the Subscriber on the part of Capt° Kircker's Estate, and the above prices were Agreed to by Capt° Sonyn & M° Buchanan in Presence of Lieu.t Thornton &c.

H Robson Capt°

A true Copy

Jno Sykes 2 Maj.r for the Comp.t

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(828)

Cuddalore 4th July 1772

Received from Captain Sonyn the Sum of Three hundred & Eleven Pagodas & twenty four Fanams in full of the above Account

311 24 fk

E.E. D. Buchanan Exec.r to the late Capt° Kircker

Cuddalore 4th July 1772

Received from Captain Sonyn the Sum of Three hundred & Eleven Pagodas & twenty four Fanams in full of the above Account

311 24 fk

E.E. D. Buchanan Exec.r to the late Capt° Kircker

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(828)

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311 24 fk

E.E. D. Buchanan Exec.r to the late Capt° Kircker

(828)

Said K. N. Lewis 1778

(829)

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Camps for the said Charges it just appear to have accrued after the decease of the said Leopold Kercker who died some time in the Month of August and the first of the said Charges commenced in the Month of September and of Course the Complainant as Surviving Executor of the said Leopold Kercker cannot with any propriety bring the same into the Account of his Estate, and further having no authority or power to advance the said Sums this Defendant conceives the same cannot be admitted on any account, this Defendant having at that time the Command of the said Troop and gave no Orders to the said Complainant to expend the aforesaid Sums in the said Horse, neither did he know of the said Sums being expended, for the Defendant saith that as such a Horse was left at Cuddalore, being a Troop Horse he is surprized that the said Horse was not according to Custom Subsisted by the Payment as the men are where left in quarters and a Charge afterwards made thereof to the Commander of the Troop. And this Defendant further Answering to the Charge of twenty four Pagodas thirty Six fanams and Seventy six Cash for One Thousand Two Hundred and forty four Seers of Gram at fifty Two per One Pagoda Saith that he doth know of about the like quantity of Gram which was purchased by his Dubash of Captain Kercker Concerning and for which this Defendant has paid by the said Sum being brought to the debit of his Account by his said Dubash for a Year past and upwards but whether the said Gram was the Property of the late Captain Kercker this Defendant cannot undertake positively to ascertain. And Respecting the Charge of thirty two Pagodas and twenty four fanams which the Complainant says is for Cash advanced of the late Captain Kercker by his Concerning to the Horse Keepers and Gun's Cattles of the Troop which Sum the Complainants says this Defendant has deducted out of their pay this

Defendant left Alexandria he the said Sum of Sixty
three Pagodas and twenty four Fanams out of the Pay of the Sum be-
fore mentioned Corps of the said Troop and left the Same out of the
Sum of this being informed that the late Captain Kirkee Dy
Conceipt had himself and on his own account Dismounted
of the said Captain Kirker but the Defendant Sum of Sixty
Pagodas and Corps Cattle & away against Reason and that
which Circumstance the Defendant as Commander of the
regarded as his duty to inspect into and Adjust the matter
until he should take the Captain Dismounted Men back
but in the Meantime the Complainant Pending a Letter
a Letter to the said Leopold Kirker this Defendant for Pagodas
County thought Corps to Return the said Sum with the Pay
of the Horse Cattle shall keep the same Cattle
sidered as the Property of the Late Leopold Kirker
this Defendant for further Answer saith that the said
Leopold Kirker did undertake the Command of the
of Horse in the Service of the said United Company and Mas
did by Contract with the Agents of the said United Company
the President and Council Pending which Time Captain Leopold
Company and on their account Hereby the Pay of Light Horse
was to pay the Men and the Horse Pound Sterling and Dearness
money for the Men and Saddle Horses for each Horse
to be Charge other Expences of the Troop except the Pay of
Horse's Shoe for Horse and Provender Pound Sterling
to be provided by the said Leopold Kirker for the Light
was to be allowed the Sum of Pagodas
Month for every Man

Defendant believes might, for any thing he is advised, commence
the first day of July which was in the year of Our Lord One thousand
seven hundred and Sixty Nine. And this Defendant saith that as the
said Leopold Kirker had entered into the said Contract with the
said Company or their Agents on their Account and was paid the
Consideration thereof for the part of the said Company by their said
Agents, it was but just the said Leopold Kirker should on his
part duly provide and furnish the Men and the Horses of
the said Troop with the several Articles aforesaid, he had agreed
and was bound by the said Contract to duly provide and furnish
the said Men and Horses with all Kind of Cloaths for the said
Articles had been once delivered for the Service of the said Troop,
which Cloaths was in the Service of the said Company, they could
be regard in no other light or Consideration than as the property
of the said Company and as such this Defendant regarded them
when he undertook the Command of the said Troop by the Order
of the said Agents of the said Company or the President and Coun-
cil of this Place, and in no Way as the Private Stores and Pro-
perty of the said Leopold Kirker, for if the said Articles of Cloa-
thing Accoutrements and Furniture had been the Private
property of the said Leopold Kirker, the said Leopold Kirker only
had property therein and the Profession or Service thereof was
solely vested in and dependant on the Will of the said Leopold
Kirker, the said Company nor their Agents could have had
no power or Authority therein, the contrary however plainly ap-
pears and that the said Articles aforesaid or which the Compla-
calls the private Stores and property of the said Leopold Kirker

tion to all Actions and Purposes the Property of the said Company
by Right of the Sundry Sums the said Leopold Kircker did Receive
at Different times on that Account by Vertue of the said Contract
but any Rate this Defendant cannot Stand himself liable
Answerable or Accountable to the said Complainant as Surviving
Executor of the said Leopold Kircker for the aforesaid Articles
of Accoutrements and Furniture which this Defendant Said
with the Troop at the time he undertook the Command being
by the Order of the President and Council on Account of the Dis-
Disposition of the said Leopold Kircker and this being unable
at that time to take the Command of the said Troop himself
this Defendant was of Course under the Necessity of Entrusting
ing the said Articles in the Service of the said Troop which
was ordered on immediate Service, And the said Accoutrements
be ween Reported and Returned by the said Leopold Kircker at
the time this Defendant Received the Command of the said
Troop from the said Leopold Kircker as Articles Belonging to the
said Troop and not with any Charge to this Defendant or Publick
of the same being the private property of them the said Leopold
Kircker and his Defendant Did always Regard the said Accou-
trements &c as belonging to the Troop and of Course therefore
part of the Company the said Troop being in the Service of the
Company which however according to the Claim made by the
said Complainant could be for no other Company of
Dependant on the will of the said Leopold Kircker to with-
hold or withdraw at Pleasure the said Articles Entrusted for
from the use of the said Troop whereby the Troop would
be exposed and made liable to be left without said Accoutrements
and Furniture and Reasonable liable to be deprived of their

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Cloathing to the Great detriment of the Service this Defendant
therefore cannot help expressing his Sentiments of the evident
absurdity of the Claim made on him by the Complainant as
Surviving Executor of the said Leopold Kircker deceased for even
admitting which this Defendant by no Means does that
the said Articles Accoutrements &c had been the Private
Property of the said Leopold Kircker this Defendant did not
Possess himself of the same against the Will Knowledge or
Consent of the said Leopold Kircker, but on the Contrary he
received the same with the Troops by the Order of the President
and Council the Troop being ordered upon immediate Service,
and the said Leopold Kircker indisposed at the time and
unable to undertake the Command of the said Troop himself,
this Defendant therefore acted in the Command of the said
Troop on that Account only and was not confirmed in the
Command of the said Troop untill after the Decease of
the said Leopold Kircker and did not enter into any Con-
tract with the President and Council untill the first day
of March in this Present Year, and this Defendant fur-
ther saith he hath not the said Accoutrements &c at this
time in their Use neither are they in the Service of the said
Troop, this Defendant having returned the same to the
Company's Store House for the Troops at Cuddalore im-
mediately on the Arrival of the Troops at that Place from
the aforesaid Service or Expedition this Defendant was
ordered as aforesaid on Account of the Indisposition
of the said Leopold Kircker which [illegible]

Month of May which was in the Year of Our Said Lord One
Thousand Seven Hundred and Seventy two Bullocks and Ac-
coutrements Furniture Mare were returning in
the said Store house at Cuddalore aforesaid together with the
other Articles belonging to the Company compleating the
Accoutrements and Furniture for the Horse of one Regiment
and Eight light Troops Men who acted as Dragoons with Sword
Joseph Smith in the Morrawar Expedition in the aforesaid Year
One Thousand Seven hundred and Seventy two Which Said Accou-
trements and Furniture have also been taken Notice and deposited
in the said Store House together with the other Accoutrements and Fu-
niture aforesaid which were all worn out and rendered Unser-
viceable and this Defendant saith that he hath himself since his
arriving to the Command of the said Troops provided the said Troops
with Cloathing and Accoutrements for the same and those Furniture
and Accoutrements for the Horse at a great and Considerable
expence the which every endeavoured to oppose this Defendant be-
lieveth to the Payment of the Amount brought by the Complainant for
the said Old and worn out Articles belonging to the Troops before
he was in Office established in the Command of the said Troops but
acting only in the Command of the said Troops on account of their
disposition of the said Leopold Hooker and him by the Order of the
President and Council upon immediate and Special Service, the
Complainant says this Defendant took possession of the said Accou-
trements Which he at the same time falsely alledges to be his
private property of the said Leopold Hooker and not for the
Service of the Troops This Defendant

Accoutrements & Articles of the Troops were Returned to this De-
fendant by the said Leopold Hooker together with the Troops
This Defendant Admits the said Accoutrements & Articles belong-
ing to the Troops were used for the purposes of the said Troops as
aforesaid Certainly the Troops could not have existed without
the use of them and the purposes for which they were used were
for the Service of the Company but by no Means for the Service
of this Defendant who only acted in the Command of the said Troops
on the aforesaid account and Reason, the Charge made by the Com-
plainant against this Defendant for the said Accoutrements
& is therefore unreasonable and ill founded, and is also improv-
ident in its Nature for the said Leopold Hooker when he was
appointed to the Command of the said Troops upon the Decease
of one Captain Cowley who before Commanded the said Troops
received also the Accoutrements and other Furniture with the
said Troops and no Charge for the same was ever made or
pretended to be made by the Executors of the said Captain
Cowley, Whereas this Defendant only Made use of the Accou-
trements & with the Troops to which he was appointed by the
President and Council on account of the said Leopold Hooker
being indisposed and unable to Command and accompany the
said Troops on the service or Expedition the said Troops were order-
ed and when this Defendant was Confirmed in the Command
of the said Troops and after the said Expedition was ended this
Defendant placed the Old Accoutrements & which were be-
come quite unserviceable in the Store House for the Troops
at Cuddalore as aforesaid and provided and furnished therefore

Accoutrements & Furniture, this Defendant further saith, if the Complainant had bought the said Accoutrements & the same were private property of the deceased, the Complainant might have demanded them as such, as the Defendant never controuled or disputed any Right or Claim of possession over the same, but as Commander of the Troops he procured the said Articles in the Company's Store House for the Troops & of Course could have delivered the same to the Complainant or any other person who would have produced sufficient Title thereto or under from the President and Council, Notwithstanding this Defendant is known ly of Opinion, the said Complainant should have made his Charge if he had any or have demanded of him the delivery of the said Accoutrements if they had thought them his & the property of the Estate of the said Captain Kircker And disputing & that the said Complainant saith this Defendant having graduated the said Accoutrements being Value, this Defendant saith as the same does not at all imply any promise to pay the Amount at which they should be valued, Neither has this Defendant any intention or ever had or did at any time promise to pay the same, And in Answer to the Second Interrogatories this Defendant by the Complainant, to the First this Defendant saith he admits lastly denies as aforesaid to be indebted unto the Complainant as Surviving Executor of the said Leopold Kircker in the aforesaid Sum of three Hundred Rix dollars Eighty four Stivers and Sixteen Ochen or any other Sum or Sums of Money what soever, And this Defendant further saith he admits the said Leopold Kircker did in his Life

Same in the Manner herein before set forth and which will more particularly and at large appear by a Copy of the aforesaid Contract hereunto annexed for the Inspection of this Honble Court which this Defendant prays may be admitted as part of this his Answer And further that the said Leopold Kircker did depart this Life on or about the time Mentioned by the Complainant, to Wit on or about the Nineteenth day of August which was in the Year of Our Lord One Thousand Seven hundred and Seventy one And further this Defendant saith as he hath before said that he was ordered to take the Command of the said Troop in Consiquence of the indisposition of the said Leopold Kircker and that he did take the Command of the said Troop on or about the fourteenth day of August in the aforesaid Year of Our Lord One Thousand Seven hundred and Seventy one But denies that even a Considerable or any quantity of Stores the Private property of the said Leopold Kircker at the same time he as aforesaid took upon him the Command of the said Troop, because he Regards and always did Regard the Accoutrements & found with the Troops which the Complainant calls the private Stores of the said Leopold Kircker as the property of the Company being Articles provided & furnished in Consequence and by Vertue of the Contract existing between the President and Council on the part of the said Company and the said Leopold Kircker and that he did receive the said Accoutrements & which the Command of the said Troop to which he was appointed on Account of the said Leopold Kircker being unable to undertake the Command of the said Troop himself as aforesaid, when the said Troop was Ordered upon immediate Service, but this Defendant whose

Accoutrements Kindle Company Five Pence for the Recruiting
they also Remain at this present time And this Defendant Lieu-
admit the Complainant did the said Mills in the Mentioned in the
Complainants Bill did Write him a Letter to which he never
was Returned This Defendant further Answering Saith that
Soon after his Arrival at Cuddalore with the Troops in March
month of May aforesaid entered into the Office of the Ld
One Thousand Seven hundred and Seventy two, Ld upon the
Request of the Complainant himself Entered the Ms Appellation
of his Attorney not in the Manner as set forth by the Complainant
but in the following Manner, that is to say, that two persons
should be mentioned to Value the aforesaid Accoutrements &c
One by this Defendant and one by the Complainant, that this
Defendant did on his part appoint Lieutenant Simpson
Thornton as the most proper person being an Officer of Cavalry
and Captain Robson was named on the part of the Complainant,
and this Defendants Reason for signing to the said Mode of
Valuing the said Accoutrements Cause in Case the Complaint
and Council should order them to be disposed of knowing the
better judge of their Value, Because in this Defendants Opinion
the whole of the said Accoutrements were entirely worthless for
Service and of no Value, which Opinion of this Defendant
was confirmed and justified by the Determination of the aforesaid
said two Persons appointed by the Complainant and this De-
fendant as aforesaid to Value the same which the said
said Accoutrements were found entirely

Said Accoutrements &c But not for the Value of the said Accoutre-
ments as appears by a Certificate drawn out and signed by the afore-
said Tempest Thornton whoware one of the Referees in the aforesaid
Matter a Copy whereof this Defendant begs leave to annex hereunto
for the Inspection of this Honble Court which he prays may be
admitted as Part of this his Answer.

This is to Certify that the Stores Mentioned in the
Bill of Complaint exhibited by Dr Buchanan against Captain
Jongs were Inspected by Captain Robson and the Subscriber who
were Nominated as set forth in Captain Jongs Answer to the
abovementioned Bill of Complaint and that Captain Robson
and the Subscriber Lieutenant Thornton both agreed and determi-
ned, that the Accoutrements were of no Value and that the Charge
annexed in the Account annexed to the Bill of Complaint was
made from the Use of the Accoutrements only. Cuddalore 5th
May 1773.

Signed Tempest Thornton

A true Copy

Jno Dickey

Atty for the Defendt

From the Commencement of the Campaigne which was in the
Month of September in the Year of our Lord One Thousand Seven
hundred and Seventy one until the time the Troops Returned to
Cuddalore which was in the Month of May in the Year following
One Thousand Seven hundred and Seventy two, Which Charge

Say the said Accoutrements being made as before said, in and for the Service of the said Company and were placed in the Company Store Room for the Troop whom the said Service was completed and whom the said Accoutrements now remain and the Defendant since the Death of the said Lieutt Kirker whom he was appointed to the Command of the said Troop did provide the Troop with entire new Clothing & Accoutrements for the Men and furniture for said Accoutrements for the Horses at very great and Considerable expence, and that the Defendant saith the said Lieutt Kirker never did provide the Troop with a Compleat Suit of Accoutrements for the whole Troop at tho he had the Command of the Troop for five Years and upwards during all which time the aforesaid Contest was going on and existing which more than sufficiently Reimbursed the said Lieutt Kirker for all the Expences he made on Account of the Troop And the Defendant denies he ever agreed with the Complainant or any tendered or ever promised to pay the Amount of such of the said Accoutrements as should be or were Valued and the Defendant did refuse to pay the Account thereof for the aforesaid Reasons, but wont certain of the Account and Extract annexed unto the Complainants Bill of Complaint as the Copy of that the same said Account of Charges and the Calculations figured as the Account in the said Bill of Complaint mentioned

And this Defendant further saith that the Charging the several Charges specified in the said Account thereof unto the Complainants Bill of Complaint to be generally and Particularly denied the same to be just and that the Defendant made them by the

And unreasonable

All Which Matters and things this Defendant is Ready to aver justify and Maintain in Such Manner and Form as this Honble Court shall Direct and Humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully sustained

5th July 1773.

J. Col. Tonyn

This Answer was Sworn to before me

Geo. Mowbray Alderman

Mr Devins

Atty for the Defendt

Regulations to be Observed and Statement of the Expence of the European Troops of Cavalry

1 Captain	@ 4	p. Day			
2 Lieutenants	@ 2	do			
1 Cornet	@ 2	do			
1 Quarter Master	@ 2	do			
1 Quarter Master Serjeants Extr Allowance	@ 8	do			
1 Serjeant Majors		do	21 28 8	22 11 65	
1 Serjt Riders		do			
1 Armorer & Saddler		do			
5 Serjeants					
5 Corporalls	at 1½	Pay per Month for Each			
3 Drummers					
90 Private					
	Men & Horses with Lieutenants & Cornets		21	189 21	
While the Troops are Encamped 90 Six Serjeants & 6					
Extra Allowance to 5 Serjeants when Mounted @ 3p					
do to 5 Corporalls do @ 1½					
do to 5 Drummers do @ 1½					
Fuel & Rum allowed to the Officers Mess @ 8s p Month			21	21	
3 Buckallies @ 2s 3d p Month			21	21	
6 Lascars when Encamped			21	21	
4 Cooks to Clean the Barracks			56	56	
			24	24	
			12	12	

Cornet to be procured

The above is the Statement of Expence the Captain is to Account for to the Agent, & the Monthly Allowances for Rations & Forage are to be Issued agreable to the General Regulations the Officers are to Draw for their Rations & Forage & Supply any Articles for them Captains Tents and Ammunition and as it is intended that the Corps shall be always Ready to move with Dispatch for the Protection of the Country it will be best for all their Camp Allowances which may be deemed Reasonable for them on Service & Fuel & Rum this Reasonable will be proper the Officers should find their own Tents &c as follows

Captain for Self Servt Lascars & Horses
3 Subaltern Officers Servt Lascars @ 3 Rs p Month
5 Troops @ 2 Rs p Month

The following Articles are only to be allowed Monthly when the Troops are in the Field under Order to be Ready to take the Field otherwise in Removing from Cantonment the Paymaster or Commissary is to Supply Bullocks Coolies Lascars and Doolies agreeable to the Regulations

6 Bullocks to Carry the above Tents @ 1½ Rupee p Month	9	—	9	—
5 Coolies for the Poles @ 1½ p Month	7	21	7	35
1 Tind all 812 Lascars to attend the Quarter Master to Pitch Officers Bed Allens Tents Pay & Batta	2	—	2	20
24 Bullocks to Carry 16 Private Tents for the Men Ammunition & Stores @ 1½ Rupee p Month	24	—	24	—
3 Buckallies Batta @ 1 As 30 p Day	2	36	3	1 40
8 Coolies to Carry Private Tent Poles @ 1½	12	—	12	—
4 Doolies only in case any men are badly Wounded in every Sick Station 4 Day Ride Each Doolie to have 4 Boys on 2 Rupees	32	—	32	—
1 Maistre @ 2½ p Month	2	21	2	21

Signed by Order of the President Council

Copy J. M. Stone Secy

NB The allowance to Buckalls of Rs 3 p Month was Made by order of the Board, there having been a Mistake with Regard to the Allowance before Ordered

J. M. Stone Secy

Copy

Stone Copy

H. Dirsey

Actg for the Resident

Feb the 4th 1773

The Amended Repliction of

Thomas Backhouse Esqr one of the Senior Merchts belonging to the Honble United Compy of Merchts of England Trading to the East Indies at Present Residing in Fort St George Governor of the said Honble Compys Affairs on the Coast and Carnatick and Joseph Kirkby Leopold Kirker deceased late Captain in the Service of the said United Compy to the Answer of John Collingwood Esqr Captain in the Service of the said United Company

This Repliant saving and reserving unto himself all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the said Answer contained for Repliction thereunto saith that he this Repliant will aver and prove his said Bill of Complaint to be true certain and sufficient in the Law to be answered unto in such manner and form as the same is therein and thereby set forth and alledged and that the said Answer of the said Defendant is very uncertain Insufficient and this Repliant further saith that the said Defendant doth also stand Indebted unto him the said

of the said Will of the said Leopold Kircker in the full and just sum of three hundred and Eleven Pagodas Twenty four Fanams and Sixteen Cash, as set forth and stated in this Repliants said Bill of Compliant and the Account thereunto Annexed Notwithstanding what the said Defendant Alledges to the Contrary in his said Answer, for Reply to the Defendants Objections in his said Answer to the three first Articles in the Account Annexed to this Repliants said Bill of Compliant Viz.t four Pagodas for feeding a Company's Horse left sick at Cuddalore from the first day of September to the ninth day of October One Pagoda paid a Black Farrier for shoeing on the said Horse, and also the sum of two Pagodas Advanced Serjeant Seales to feed the above Horse on the March to Camp, this Repliant saith that the said Horse being left sick by the said Defendant with the said Deceased Leopold Kircker the said Horse fell into the Hands of him the said Leopold Kirckers Executors, who took care of him Untill he was fit to March and then sent him to Join the Troop which was Commanded by the said Defendant by the very first Opportunity, the Defendants Reasons for not Allowing the said Charges or Expences Attending him are therefore weak and Ill founded, nor is it a Matter of any Significa-tion that the said Charges Accrued after the Decease of the said Leopold Kircker, for the said Horse falling into the Hands of the said Leopold Kirckes Executors, of whom this Repliant is Survivor as aforesaid, was Unavoidable, nor Could they, with any Degree of propriety or Justice, have Acted Else than what they did, nothing can then be more Astonishing than the said Defendants Refusal to Reimburse the

Only to about half what the said Defendant actually Received from the said United Company either as Agents or on their Account the said Defendant having from the said first of September the Date of the Contract for feeding the said Troops of Horse in Question ever Acted with Regard to this Defendant Other Further Objections and Observations that this Replicant as Executor had no Authority or Power to advance the said Sums of Money to the said Defendant gave no Order to this Replicant to Expend the same for the said Horse, and that he is Informed that several Horses were left at Quebec, being a Troop Horse, that the said Horses were not According to Custom Subsisted by the Paymaster as the Men are when left in Quarters and a Charge afterwards made thereof to the Commander of the Troops & Replys thereto this Replicant saith that the said Horse following into the Hands or management under the Care Direction or Management of this Replicant and the said Leopold Kircker the Executor during his Lifetime and manner before set forth to this Replicant Conceives he and the said other Executor during his Lifetime and this Replicant on behalf of the Deceased the other Executor had and Withheld Power and Authority to do what they did with Regard to the said Horse, and if they had not done so the said Horse Must have perished and Dyed which would have been a Matter of Necessity and Unavoidable thereby the Defendant would not have suffered but for the sake of these Payments which is the whole Amount of all the said Charges Alluding the said Horse Charged by the Replicant, that the said Horse should have been Stopped to Master and if he had done so while under the Care of this Replicant or this Replicant and the said

the said Defendant would have looked on him this Replicant as Surviving Executor as aforesaid as Answerable for the Amount or Value of the said Horse on Account of such Neglect and Omission, considering that he came into his and the said other Executors hands and Under their Care in Manner before set forth, It cannot then as this Replicant Conceives be thought either Unjust or Unreasonable that he the said Defendant should pay the Expence Attending the said Horse, as Charged, and he is sufficiently Recompensed by the said Contract with the said Company, and that he is by the said Contract, In Consideration of his Allowance for the same, Obliged to find and bear every Expence About the Horses belonging to the said Troop of Horse, Except the Value of the Horses themselves in Case of their Death and with regard to the Defendants other Objection and Observation of the said Horse not being Subsisted by the Paymaster as the Men are when left in Quarters and a Charge made thereof to the Commander of the Troops, This Replicant Saith, In the first Place, the said Horse was left under the Care of the said Leopold Kircker, and not of the Paymaster, and came under the Care of this Replicant and the said other Executor as the said Leopold Kirckers Representatives, The same was therefore a Private Concern between the said Defendant and the Estate of the said Leopold Kircker, which did by no Means Concern the said Company's Pay Master, In the second Place, this Replicant being well Assured the said Defendant Received the full Allowance in Camp for feeding the said Horse & it would have been highly Improper for him this Replicant to have demanded any Subsistance for the said Horse from the Paymaster, As that would have been Leaving Subsistance for the said Horse in two Places at the

Only to about half what the said Defendant already Received from the said United Company or their Agents on their Account the said Defendant having from the 2d day of September before the Contract for feeding the said Troop of Horse in Question was Agreed to with the Defendant to further Objections and Allegation that this Replicant as Cashier of the Company had no Authority or Power to admit the said Defendant upon the said Horse, and that he Ought to have applied to the Officers of the Troop to which the said Horse belonged for their Orders in that behalf, and that he Ought not to have Received the said Horse into his Custody, but left at Bellaburn, being a Troop Horse, that the said Horse not According to Custom Valued by the Paymaster or the Officers when left in Quarters and a Charge made thereof to the Commander of the Troop, he Ought to have sent with that the said Horse following into the Hands or under the Care Direction or Management of the Replicant and the said Leopold Kircker's other Executor during his Absence in manner before set forth to the Replicant Answer Denied that the said other Executor during his Absence and he this Replicant Jointly after the Decease of the other Executor had and Exercised Power and Authority to do what they Judged Proper touching the said Horse, and if they had not done so the said Horse must have Starved and Perished of Course, and it was therefore a Matter of Necessity and Unavoidable that the Defendant should not have Received the said Horse for the sake of the Troop, which this Charge by this Replicant, that the said Horse should have been Starved to Death, and if he had done so while under the Care of this Replicant or his

the said Defendant could have looked on him this Replicant as Surviving Executor as aforesaid, as Answered to for the Amount or Value of the said Horse on Account of such Neglect and Inattention, considering that he came into his and the said other Executors hands and under their care in Manner before set forth, It cannot then as this Replicant Conceives be thought either Unjust or Unreasonable that the said Defendant should pay the Expence Attending the said Horse, as Charged, or be sufficiently Recompensed by the said Contract with the said Company, and that he by the said Contract, In Consideration of his Allowance for the same, Obliged to find and bear every Expence About the Horses belonging to the said Troop of Horse, Except the Value of the Horses themselves in Case of their Death and with regard to the Defendants other Objection and Allegation of the said Horse not being Subsisted by the Paymaster as the Men are when left in Quarters and a Charge made thereof to the Commander of the Troop, This Replicant Saith, In the first Place, the said Horse was left under the Care of the said Leopold Kircker, and not of the Paymaster, and came under the Care of this Replicant and the said other Executor as the said Leopold Kircker's Representatives, The same was therefore a Private Concern between the said Defendant and the Estate of the said Leopold Kircker, which did byne Means Concern the said Company's Pay Master, In the second Place, this Replicant being well Assured the said Defendant Received the full Allowance in Camp for feeding the said Horse It would have been highly Improper for him this Replicant to have demanded any Subsistance for the said Horse from the Paymaster, As that would have been Receiving Subsistance for the said Horse in two Places at

the same time, which sum of Three Lacs Rupees Sicca
per and Unjust and in the third place the Plea in Law
was not left in Quarters or in any Publick Manner that
could either Register Authorize or Justify the said Comp
Payments Interposition, for he was left in Custody
with the said Leopold Kircker as before Mentioned, Dec
his death being found at his the said Leopold Kirckers
from his Executors he Came Under the Care of the Court
as his Representatives, this Replicant does therefore Come
and humbly hopes he shall be not but to receive Justice
to this Honble Court that the said Defendants said Exce
and Observations are Weak and Ill founded, that Defe
in his said Answer with regard to the Charge of Thirty
four Pagodas Thirty six fanams and twenty six Cash
One Thousand Four hundred and forty four Guns of
Gram saith that he doth know of and that the Likewise
letter of Gram which was Purchased for his Schools by
Captain Kirckers Concopoly and for which he has paid
the said Sum being brought to his Debit by his said D
bash, but whether the said Gram was Mortgaged by the
late Captain Kircker he cannot Undertake positively
ascertain, In Reply thereto this Replicant saith that the
said Gram was Undoubtedly the property of the said D
ceased Leopold Kircker being Bought on his Account
paid for with his Money in Charge of his the said
Leopold Kirckers Concopoly and
does Acknowledge

to be Answerable for the Amount or Value of it as Charged in the said Account
annexed to this Repliants said Bill of Complaint, his having settled his
Affair with his Dubash in Account cannot Avail him, and as he was
so Particularly careful in keeping the Money Stopped from the Horse
keepers and Grass Cutters of the Troop for the sake of Justice it might
have been Expected he would have had the same Consideration in
other Case and not Settled with his Dubash for the Gram when
this Repliant Claimed it as belonging to the Estate of the said
Leopold Kircker with regard to the Charge of Thirty two Pagodas
and Twenty four fanams for Cash of the said Leopold Kircker
advanced by his Concopoly to the Horsekeeper and Grass Cutters of
the said Troop and Stopped out of their Pay by the said Defendant
he the said Defendant Acknowledges he did Stop the said Sum
out of the Pay of the Horsekeepers and Grass cutters of the said
Troop and that he did so by reason of his being Informed that
the late Leopold Kircker's said Concopoly had himself and others
own Account, and not on Account of the said Leopold Kircker, but
the Aforesaid Sum to the Horsekeepers and Grass Cutters as wrong
Unjust and Exorbitants Interest &c.a In Reply thereto this Re-
pliant Saith that the Money so Advanced the said Horsekeeper
and Grass Cutters was the Money of the said Leopold Kircker and
not that of his said Concopoly nor Advanced at Interest by the
Order or with the Consent or Approbation of the said Leopold Kirck-
er, if Advanced at Interest at all, which this Repliant does
by no means Admit, for the said Leopold Kircker, from the Nature
of his Contract, was Under the Necessity of having a Sum of Money
always in his Concopoly hands to be Laid out and Advanced for
the Use of the said Troop as Occasion might from time to time
require, and about the time that the said Sum of Thirty two
Pagodas and twenty four fanams was Advanced to the said

Housekeepers and Groß Cotton the said Troop Handed from the
Papulore, and it is well known the Same Case of Servants gen-
erally Requires Money to be Advanced them on Leaving of Eng-
Knight and no Doubt was Required on this Occasion to Enable
the said Housekeepers and Groß Cotton to furnish themselves with
Necessaries from on their March, and the said sum was required in
advance Considering the Number of Housekeepers and Groß Cot-
tons belonging to the said Troop, But this Replicant is an utter
Stranger to any such Loan being Demanded by the said Housekeepers
and Groß Cottons or the said Company's own Account Either with
or without Interest and that cannot Affect this Replicant to
Just Demand of Money Advanced for the Account of the said
Leopold Kircker, for as it must be Long the said Leopold Kircker
Money and the said Defendant after his Return to England
told this Replicant he had Stopped the said Money, and tho
he said he Suspected the said Company had been Paying Sixty
Yet when this Replicant mentioned it to the said Leopold Kircker
Money he said he would pay it to this Replicant, Leaving Repli-
and did therefore give the said Leopold Kircker Credit for
for that Sum in Settling his Account with the Estate of the Defen-
Leopold Kircker and Charged it to the said Defendant the Repli-
cant doth therefore Conceive and humbly Insist that the said Defend-
is Justly Answerable to him this Replicant as Surviving Executor
as aforesaid for the said Sum of Sixty two Pounds Sixteen Shillings
four farthings the said Defendant in his said Answer saith that
as the said Leopold Kircker had Entered into the said Contract with
the said Company as their Agent on their Account and was Guarded
the Consideration thereof to the Part of the said Company to their said
Agent at one Port that the said Leopold Kircker
part Supply Provide

said Troop with the several Articles aforesaid he had Agreed and was
bound by the said Contract to Supply Provide and furnish and of
Course after the said Articles had been Once Delivered for the Ser-
vice of the said Troop, Which Troop was in the service of the said
Company they Could be regarded in no other light or Consideration than
as the property of the said Company and as such he the said Defendant
regarded them when he Undertook the Command of the said
Troop by the Orders of the said Agents of the said Company and
in no way as the private property of the said Leopold Kircker
In Reply thereto this Replicant saith that he the said Leopold
Kircker did in Conformity to the said Contract Supply Pro-
vide and furnish the said Men and Horses belonging to the
said Troop with what he was by the said Contract bound to
do and which he so did from time to time as Occasion
required and the Sundry Charges in the said Account Di-
rected to this Replicants said Bill of Complaint not Par-
ticularly Objected to by the said Defendant, are Accoutrements
and Stores which had been Provided by the said Leopold
Kircker, and which Remained the first of September One
Thousand Seven hundred and Seventy One, the time the
said Defendant began to Receive the said Contract Allowance
for Providing Accoutrements &c. for the said Troop as the
said Leopold Kircker had done, and which he the said De-
fendant constantly Continued to Receive Until the Com-
mencement of this new Contract, tho by the said Defendants
own Acknowledgment he was Using the Accoutrements
&c. which the said Leopold Kircker had been at the Expence
of Providing for above Eight Months of that time, Yet
the said Defendant is so Unreasonable as to Refuse to pay

hat Appear with by Lieutenant Simpson Hawkins's Ca
mate Annexed to the Defendants said Answer to have bee
read Upon for Proofe of those Reimbursements &c which
were fairly Stated as Left out in the Replicate said Bi
of Complaint And the Recruiting Certificate Examinat
mined as well as by the said Lieutenant Hawkins's Cert
and thereupon the Defendants Allegation that Under
Recruitment &c were the property of the said Company
not the property of the said Leopold Hawkes, and that
said Defendant was Ordered from when he took the Com
mand of the said Troop the Replicant doth Admit
said Recruitments and things as Pretended for Were
Troops and not be the property of the said Company but
that of the said Leopold Hawkes as the said Leopold Hawke
was not nor could be be any way Obliged to furnish Pro
vide Recruitments &c for the said Troop Longer than
he Received a Recompence for his so doing and what Over
plus or Allowance did he the said Leopold Hawkes receive
on Account of the said Troop after the said Month of
August One Thousand Seven Hundred and Seventy Eight
the Recompence and Allowance for Finding and Provi
ding the said Troop was from the first of September in
the Year One Thousand Seven Hundred and Seventy One
paid to the said Defendant in Manner that he might Provide
for the said Troop in the manner the said Leopold Hawke
had done Less than and the said Defendant he Willed
to the the Complainant and Defendant
mand &c

paying for the same and as a further Reason why he should pay
for them, had the said Stores &c been taken away from
the said Troop on the said first day of September One Thou
sand Seven hundred and Seventy One, which they might
have been, he the said Defendant must have been at the
Expence of providing Every thing new for the said Troop
without any Allowance whatever but what he the said
Defendant Actually Received during the whole time he
used the said Leopold Hawkes Recruitments for their
use of the said Troop, that is to say, from the said first
day of September One Thousand Seven hundred and Seven
ty One, which Provision he could not have made be
sides paying the Men and feeding the Horses with One
Months Allowance, he must have Laid out a Considerable Sum
for that purpose for which he would have Expected to have been
Recompensed and would have been Recompensed by receiving
the Subsequent Allowance Monthly as those Recruitments
for which he had paid a Considerable Sum or Sums aforesaid would
have Served a Considerable time, But supposing the said Def
fendant had been Dispossessed of the Command of the said
Troop in a Month, or in two Months, or any Short time after
he had so as aforesaid made the said Provision, or Indeed at
any time so long as the said Recruitments had been fit for
Use would not the said Defendant have thought it very
Unjust to have been Dispossessed of the said Articles which
he had purchased and paid for and Expected to have been
Recompensed for by receiving the benefit of the said Contract
or the said Allowance in future? and further supposing the said
Defendant had died soon after having laid out the said
in Making the said Provision for the said Troop or

before the said Accoutrements had become Useless and when they were fit to be Used several Months, would not the Executors of the said Defendant and those who were Legally Intitled to the Possession of the Estate have Sought Legal Satisfaction for the Same, and would it not be Injustice that they should not only be Deprived of the Amount or Value of the Things which had been so far Expended & Worn as did remain, but also the Defendants Executors with the Consent of the said Troop should take from the said Accoutrements and receive the very same Allowance for Providing Accoutrements for the said Troop which the said Defendant Leopold Kircker actually at the Expence of providing them Scarcely Sufficient to Cover Cost, for the said Leopold Kircker did provide the Accoutrements in Question at the Cost & Expence He Expected in hopes he should, as long as they Existed or were fit for Use have Received the said Contract Allowance Monthly in Consideration thereof and which he was Debarred & Prevented from he lived without being at any other Expence for Accoutrements until those in Question had been Expended Worn out & Lost in and Service, But the said Leopold Kircker happening to die the said Defendant took Possession and had the Use of the Said Accoutrements for the said Troop received all the Contract Allowance for Providing the said Troop with them, & Notwithstanding did refuse to Pay the Amount of the said Articles, & Will not agree to Pay a reasonable Valuation for the same, and notwithstanding they were Valued Accordingly by a Person Chosen by each of them the said Defendant and the Complainant who did Value the same, & to which the Defendant assented at the time

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In which Light this Repliant humbly hopes these Matters will appear to this Honble Court notwithstanding the said Defendants allegations to the Contrary in his said Answer, The Defendant in his said Answer further Asserts that if the said Articles of Cloathing Accoutrements and furniture had been the private property of the said Leopold Kircker he the said Leopold Kircker only had property therein, and the Possession or Service thereof was solely Vested in and Dependant on the Will of the said Leopold Kircker, the said Company nor their Agents could have no power or Attorney therein," In Reply thereto this Repliant saith that the said Assertion is very Unjust and Inconsistent, as this Repliant never did Alledge that the said Company were not by the Inner Intent and Meaning of the said Contract Intitled to the said Accoutrements Used with and for the said Troop, but on the Contrary its Clear that the said Company were so Intitled so long as the said Leopold Kircker received the said Allowance for Providing those things for the said Troop But no longer — as long as the said Leopold Kircker Received the said allowence he was on his part to provide the said Accoutrements &c for the said Troop, But it would be Unjust Indeed for the said Leopold Kircker to provide the said Articles for the said Troop without Receiving the Stipulated Allowence for the same, and during the time Another, that is the Defendant, was receiving the said Allowance, This Repliant doth therefore conceive very clear that tho' the said Leopold Kircker did provide the said Articles in Question for the use of the said Troop in Pursuance of the said Contract Yet that the said Company had no real property in those things themselves, they were only Intitled to the Use of them so long as they paid for such use, the Real property in the things themselves was in the said Leopold Kircker who had provided

them, for this Replicant Conceives it Cannot be Considered the said Articles as Purchased by the said Company, for they were not the said Company only for the Use of them, they were Purchased by the said Leopold Kircker, not as the property of the said Company, But for the Use of the said Troop, so long as he received the said Allowance for Providing the said Troop with those Articles – In Order to have made them the property of the said Company they must have been bought for and paid by the said Company and the said Company would not in that Case have made over Cash they have had any occasion to make any Allowance whatever to the Commander of the Troop for Providing the said Articles, as they would have already been the property of the said Company, who would have had Reason to Pay for the Use of their own Articles and property, and Supposing the said Articles in Question to have been the property of the said Company on the Death of the said Leopold Kircker or on his Relinquishing or being Unable from Indisposition to Continue the Command of the said Troop what right could the said Defendant have had to the Allowance of the said Articles for the said Troop Besides the Defendant does further in his said Answer Alledge that having rated he cannot regard himself Answerable or Accountable to this Replicant as Surviving Executor of the said Leopold Kircker for the aforesaid Articles of Accoutrements and Furniture for In Reply thereto this Replicant Saith that if the said Accoutrements Belonging to the said Leopold Kircker which

they were, the Defendant is of Course Answerable and Accountable to this Replicant for the same or the Amount or Value thereof as Surviving Executor of the said Leopold Kircker, and as his Representative, who is Intitled by Law to Recover Receive and Possess himself of the Estate Effects and property of or belonging to the said Leopold Kircker, of which the said Defendant must be Sensible Notwithstanding his Assertions in his said Answer, The said Defendant seems to rest his said Answer in a great measure in the Impropriety, as he wants to infer from his Observations of any thing for the Use of the said Troop being Private property, the Contrary whereof this Replicant hopes will clearly Appear to this Honble Court by this Replicants said Bill of Complaint, whatever herein Set forth, and also the Nature of the Case itself to Corroborate which this Replicant Craves leave to Lay before this Honble Court two Letters from John Maxwell Stone Esquire who was then Secretary to the President and Council at Fort Saint George, to the said Leopold Kircker, Copies whereof Marked A. and B. are hereunto Annexed for the Inspection of this Honble Court and which this Replicant Prays may be Admitted as part of this his Replication, and the Originals are Ready to be produced for the Inspection of this Honble Court when Required, whereby it Appears not Only that even many of the Horses belonging to the said Troop were the property of Captain Cowley mentioned in the Defendants said Answer, and who the said Leopold Kircker succeeded in the Command of the said Troop, But also that the said President and Council, as Agents to the said Company, Considered them in that light and were willing to Settle and more Dou[illegible] did Actually settle with the Executors of the said Captain Cowley for the same, in the same Manner as this Replicant

Agreeable, and Also to their Valuation, the Persons Appointed for
that purpose, But which he has since Denied from and Contests
this Repliants said Action for the same, The said Defendant in
his said Answer further Says the Repliants said Demand is Unprece-
dented, And says when the said Lieut. Leopold Kirker was Appointed to
the Command of the said Troop upon the Decease of the said Captn
Cuthly he Received Also the Accoutrements and other Furniture with
the said Troop and no Charge for the same was ever Made or Sett
-led or to be made by the Executors of the said Captain Cuthly unto
whom to this Repliant Saith that if the said Demand of this Repliant
is Unprecedented there are very good reasons for it, for Saith first
Place, the said Captain Cuthly was at this Repliant Leaves the first
who Contracted to Provide Accoutrements for the said Troop, In the
second place, as he the said Captain Cuthly Died Just after the
said Troop returned from a very long Campaign his Accoutrements
must have been worn out Unserviceable, and therefore Lieut.
Kirker made Application by his Papers at many considerable Expence
for Accoutrements Immediately on his Appointment to the Com-
-mand of the said Troop, whereas he the said Defendant Succeeded on
Succeeded to the Command of the said Troop Just after the Field,
and Died therein Accoutrements during the whole Campaign
which he could have no right to do without paying further Sums
reason known before set forth, And the reason why this Repliant
did not Demand the said Accoutrements upon the Decease of the
said Leopold Kirker for had the said Leopold Kirker lived
he would no Doubt have been Compelled to have Accounted the
Command of the said Troop, these several things as well as the
Consideration of the said Campaign as well as the
Kirker Died

Several Months without receiving any kind of Answer this
Repliant made out an Account of the Value of the said Ac-
-coutrements as nearly as he could Judge from the best Infor-
-mation he could procure, and wrote his said Attorney to
Apply to the said Defendant for Payment of the Amount of
the said Account, which was Accordingly done, and this
Repliants said Attorney Received from the said Defendant
an Answer thereunto, of which that hereunto Annexed &
marked C is a true Copy, and which this Repliant prays
may be Admitted as part of this his Replication and the Ori-
-ginal is ready to be produced for the Inspection of this
Honble Court when Required. This Repliant further saith
that the said Defendant Arriving at Trincomalee soon after
this Repliant had Wrote his said Attorney as above Men-
-tioned, he this Repliant when he visited the said Defend-
-ant informed him of the method he had been Obliged to
follow, and expressed his desire to have the Account Settled
as soon as possible, to which the said Defendant Answered
that the said Accoutrements being worn out and Unfit for
Service were of little value, or words to that Effect, to which
this Repliant Replied that he the said Defendant had been
using them for a Considerable time, and there never was
this Repliants intention to overcharge them, that he this
Repliant was still very willing to have them Valued by
two Officers, which the said Defendant immediately
Allowed to be fair and Reasonable, and after the before
mentioned Application was made by this Repliants
said Attorney to the said Defendant he Agreed to Refer-

for that purpose, and this Repliant did also imploy Captain Robson, an Experienced Officer who had served many Years in the Europian Army for the same purpose, and the said Captain Robson and Lieutenant Thornton Receiving a Letter from them dated the fourth day of June in the Year One Thousand Seven Hundred and Seventy two, and after Inspecting the said Accountrements they Returned to the said Defendant a Memorandum in Writing of the Alteration they thought proper to be made in the Account of the said Articles which this Repliant had Produced which, after the said Defendant had Perused, & Asked their Opinion that was the real Value of the said Accountrements, To which they Answered that they were Certain they in a bad Condition, but as the said Defendant had Sold them for Eight or Nine Months and had during that time received the Advantage of the Contract for finding Accoutrements, they made that Charge chiefly for the Use of them, and this Repliant being Satisfyed with the said Captain Robson and Lieutenant Thornton Valuation, he this Repliant Asked the said Defendant for the Memorandum to make out a New Account Agreeable thereto, and he the said Defendant Delivered it to this Repliant in pursuance of the said Captain Robson and Lieutenant Thornton And this Repliant indorsed the said Bill of Complaint as aforesaid, in Conformity thereto, which he Conceives and ought to be Strictly binding on the said Defendant and that he is justly [illegible]

made out in Pursuance of the said Reference of the said Matters and of what was done in Consequence thereof and its Clear the said Defendant must have Assented to the said Matters with a full Intent to have Settled the said Affair or else he would not on the Seventeenth June One Thousand Seven hundred and Seventy two, which was after the said Matters were as aforesaid referred, Arbitrated and Agreed to have wrote the said Letter to this Repliants said Attorney, telling him the said Affair would be Settled between this Repliant and himself without giving him the said Attorney further Trouble, after this its Absurd to say that his the Defendants reasons for Agreeing to the said Mode of Valuing the said Accoutrements &c was incase the President and Council should Order them to be Disposed of he might be able to Judge of their Value, for If the said Accoutrements had been the property of the President and Council or of the said Company what right had the said Defendant to Treat with this Repliant about them? Its clear he thought otherwise at that time or he would not have Acted as he did, whereby this Repliant conceives he the said Defendant is to all Intents and purposes bound to Abide and is Strictly Justly and Legally Answerable and Accountable to this Repliant as Surviving Executor as aforesaid for the Amount of the said Account as Sued for, And the Defendant cannot surely look upon himself as less Answerable for the said Matters because the said Arbitrators Adjudged that the said Defendant should pay for the Use of those things, for he was Certainly liable

Receiving the said Extract Allowance after the rate of Ten
Pence, for the said Encumbrance having been incurred during
the time they were under the Direction of the said Offi-
and their having been absolutely unfit for service by that
time reasonably the Defendant should have had Leave from Co
Coulson after for them to be kept there till they
return which Leave the Defendant Lieutenant Colebatch,
pursuance of the said Offence, sought at last Endeav
nable that the said Defendant should pay some Consid
tion for or on Account of the said Articles to the Englan
Receiving Counter of the said Joseph Kirker as for and
whose Use he certainly Belonged with regard to the
said Defendant Elsewhere this having Eloined into and be
Trade with the said Company, and his having furnished the
Troops with Cloathing and Accoutrements for their Main
or foreign to the Interest Engaged and have no Connection with
Defendant said last Demand. And nothing to any other
matter or thing set forth or alleged in the said Answer to which
the Defendant hath not particularly Replied is true to the Defendant
saith the same is very Untrue Certain and Uncertain for
him to make any further or other Reply thereto.

All which Matters and things this Defendant
ready and willing to aver Maintain and prove as this Honble
Court shall Award and most humbly prays as in and by his
said Bill of Complaint he hath already prayed.

Jno Sykes

A

To Captain Leopold Kirker

Sir

It being necessary that the Horses belonging to the Troops under your Command should be valued to enable the President and Council to settle with the Estate of the late Captain Cowley they have directed me to acquaint you, that you with Captain Mathews, Captain Lieutenant Rumley and Mr. Saunders, the Paymaster, are appointed for this service, you will therefore, as soon as it can be done, in Company with the above Gentlemen, take an exact List of the Horses distinguishing each by a Number and Specifying their Colour, Marks, Age, Quality and Value, remarking those that are unfit for Service, which List you will transmit to the Board with all convenient Expedition

I am Sir
your most Obt. humble Servt
J. M. Stone
Secry

Fort St. George
11th September 1769

B

To Captain Kirker

Sir

I have Received Your Letter of the 6th Instant accompanying a List of Troops Horses belonging to the Company, which I have laid before the President & Council who have been Pleased to Order the four unserviceable Horses to be Sold off and have sent Directions to Mr. Saunders accordingly.

The President and Council have also directed that the

be immediately delivered over to the Executive to be Disposed of as they shall Judge proper for the Benefit of the said Estate.

And by the Disposal of the aforementioned Cows the Number of Men belonging to the Troop will exceed that of Horses, The President & Council have directed Me to Acquaint you that if any of the Men are not fit for the Cavalry, you will Transmit to them a List of their Names that they may be removed to some other Corps.

I am Sir
Your most Obt Servt
S. M. Stone
Secy

Fort St. George
8th September 1769.

A Copy
Jno. Sykes
Atty for the Respt.

C

Sir

Your favor of 27th of May I received some few days since and had not my will state of Health Permitted, I should have acknowledged it sooner, Shall not now fail some leisure Hour particularly into the Subject of your Letter, the affair will be settled between Mr Buchanan and me, without giving you Sir, further Trouble.

I am Sir
Your most Obt Servt
Lieut
J. Col Fergr

Coddalore
June 17th 1772

To Mr Sykes
Attorney at Law
Fort St George

Filed the 11th April 1774.

The Rejoinder of Captain John Colin Fergr Defendant to the Amended Replication of Duncan Buchanan Complainant Surviving Executor of Leopd Kinker Deceased.

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 Errors Mistakes, Uncertainties, and Imperfections in the Complainants said Replication contained for Rejoinder thereunto saith that his Answer to the Replicants Bill of Complaint and all and singular the Matters and things therein contained are good true certain and Sufficient in the Law to be Replied unto in such Manner and form as the same are therein and thereby set forth and alledged and that the said Replication is very untrue evasive and insufficient in the Law.

This Defendant doth still absolutely deny that he doth stand indebted unto the Replicant as Surviving Executor of the Last Will and Testament of the said Leopd Kincker in the Sum of three Hundred and eleven Pagodas twenty four fanams and sixteen Cash as the same is most wrongfully set forth and stated by the Replicant in his said Bill of Complaint and in the Account Current thereunto annexed or in any other Sum of Money whatsoever, And this Defendant for further Rejoinder saith that his Objections Made to the several Charges of four Pagodas for feeding a Companys Horse left Sick at

Caddalore from the first day of September until the Ninth
of October, and one Pagoda for a Black Stallion for Mending the
said Horse, and also two Pagodas, to Serjeant Coales, to feed the
said Horse, on the March to Conjeveram such Sums, as are
Ld in Matter of Right, and that he this Defendant is under
Objection to pay the said Charges for the Reasons Stated and set
forth in this Defendants Amended Answer, to which he
prays leave to refer for this Honble Court, and further says leave to
remarke that the said Horse being the property of the Honble
United Company, and left at in the said Companys Stables
at Trepassore, and not at Captain Kirckers House, as the
Complainant would Make it appear by saying the said Horse
fell into his hands after the Decease of the said Captain Kircker
and that he could not without any Property or justice have on
ded doing what he did; for while the Complainant is Willing
ken for the said Horse according to propriety and the Rule
of the Service fell into the hands of the Executors of the said
and it was the duty of the Chief Inhabitants present at the
Horse and to pay the aforesaid Charges made by the Compla
nant if they had been Necessary, and Not the Complainant
either in his Capacity as Executor to the said Captain Kircker
or in any other Capacity, and if the Complainant did make
said Charges he cannot conceive by what Rule or
justice the Defendant can be Regarded as Answerable to him
for the said Charges Made, without any Authority
from the Defendant or any other person in Authority
Caddalore the Defendant therefore Humbly
of this Honble Court that

the Complainant. And this Defendant for further Rejoinder saith that he does
by no Means Regard himself Answerable unto the said Repliant as Surviving
Executor of the said Leopold Kircker for the Sum of Twenty four Pagodas thirty
six fanams and Seventy six Cash for One Thousand two hundred and forty
four Seers of Horse Gram for the Reasons given by him the said Repliant
or for any other Reason or any Account whatsoever, even Supposing the
said Quantity of Gram had been the property of the said Leopold Kircker
in his life time which this Defendant does not admit that it was, Nei-
ther did he purchase the said Gram of the said Leopold Kircker or of
his Conveycoply as his property, on the Contrary, this Defendant saith
that the purchase of the said Gram was a Transaction commenced, co
ntinued and carried on between this Defendants Dubash and the said
Conveycoply, of whom this Defendants Dubash did purchase the said
Gram, and consequently paid the said Conveycoply for the same, as this
Defendant has done to this Dubash allowing of the Debit of the
Amount of the Value thereof in his Dubashes Account with him, more-
over this Defendant saith that if the said Gram was the property of
the said Leopold Kircker (which as above he does not admit that it was)
and the said Conveycoply was entrusted by the Charge of the Sale
thereof, and did sell the same to this Defendants Dubash and Received
the Value thereof from this Defendants Dubash, and has not Ac-
counted with the Executors of the said Leopold Kircker for the same,
this Defendant cannot Regard the said Transaction in any light to
concern or interest this Defendant so as to make him answerable
either for the Act of the said Conveycoply or of his said Dubash even
Supposing the said Dubash had not paid the Value of the said
Gram to the said Conveycoply, of whom he purchased the said Gram,
and not of the said Leopold Kircker or from either of his Executors. And
in Rejoinder to what the Repliant has in his Repliation set forth
Respecting the Charge of thirty two Pagodas and twenty four fanams
made in the Account Annexed unto the Complainants Bill of

Complaint said to have been advanced by the said Leopold Kircher in his lifetime unto the Horse Keepers and Grass Cutters of the said Troop and also said to be Stopped out of their pay by this Defendant, this Defendant saith that he does by no Means admit that the said Summs are the property of the said Leopold Kircher or that it was advanced by his Order Neither is the said Summ said by the Replicant to have been advanced by order of the said Deceased, and if it were the said Summ not likely to have been the property of the said Leopold Kircher and this Defendant is further Cut to be of Opinion that the said Summ neither was the property of the said Leopold Kircher and that he was entirely ignorant of the said Summ having been advanced unto the said Horse Keepers and Grass Cutters, because, he has not since he has had the Command of the said Troop that the Horse Keepers and Grass Cutters do Stand in Need of any advancements of their pay to be Made them Neither has he Made any order for the Payment of any Summs to have been advanced them and Moreover the Accounts of their pay which has always appeared to be sufficient for them Notwithstanding the Troop has been Marching from different places and upon Service during the greatest part of the time it has been under the Command of this Defendant and from the Establishment Mentioned in the Claim of the said Complainant the Receipts which he said he had sent to this Defendant with the account and even the Reason this Defendant stopped the said Summ from their pay which this Defendant did before any Demand of the said Summ had been Made by this Replicant as the Property of the said Leopold Kircher deceased, this Defendant therefore conceives he could not with any justice to himself pay the said Summ unto the Replicant upon his simple Suggestion and which must have been made from hearsay only as at the time it was claimed by the

it would have been very Unreasonable and detrimental to the Service of the said Company to have demanded the said Accoutrements when the said Troop was in the field upon Actual Service, And it would have been Particularly hard and Unjust, in this Repliants Opinion, for the said Company to have paid for the said Accoutrements when they were paying the said Defendant for Providing Accoutrements for the said Troop, therefore it was that this Repliant Made the said Demand on the said Defendt who did Agree to a Valuation of the said Articles as before and in this Repliants said Bill of Complaint Set-forth, and promised to Settle the same Accordingly, and this Repliant Conceives he still Ought to do notwithstanding his Repeated Allegations to the contrary in his said Answer in Order to Avoid the said payment of Just-able, But which this Repliant humbly hopes will not Avail him, This Repliant would beg leave to observe further that he hath been Credibly Informed And does verily believe it has generally been Customary in the said Company's Service when One Gentleman Succeeds Another in any Contract or Employ that the Successor takes the Stores on hand at a Reasonable Appraisement without Troubling the President and Council as Agents of the said Company, And this Repliant in this Case thought it the Shortest and Easiest, as well as most Just and Equitable Method of Settling the Value of the said Accoutrements by Reference as herein before And in the said Bill of Complaint Set forth, And this Repliant would have been very Glad to have Concluded the said Affair in that way without

Hobart touching the Hostile Court, But the said Defend
refused to Comply with the said Valuation of the Persons
pointed for that purpose both by the said Defendant and
this Replicant as before mentioned and on application
this Hostile Court unanimously agreed with the said
Defendant to set forth, as the said Accoutre
and of his having Disposed thereof &c. This Replicant
these things are mere Matter of Opinion which cannot
the said Defendant as he became Answerable, and is
answerable to this Replicant for the Value of the said
as surviving Executor as aforesaid, Notwithstanding
mitted to this Replicant or the said late Deputy
said Defendant has done with the said Articles whereby
to the said Defendants saying it was not in Consequence of
Replicants Attorneys Letter with the Account, as stated
the said Bill of Complaint, that he agreed to have the
Accoutrements &c Valued, and his positively denying that
ever he had any Intention to Pay for them, or that he
ing to have the said Articles Valued, does shortly appear
to pay the Amount at which they should be Valued
Replicant begs leave to Refer the Court to Judge whether
Court to Judge whether the said Defendant by agree
ing to have the said things Valued and of the Application
Consequence, Soon after the said Leopold Kircker Died
the said Executor wrote to the said Defendant proposing
have the said Accoutrements &c that remained unsold
Troops belonging to the said Defendant Valued in order to
credit his Estate for the Amount

which Reasons this Defendant thought and does now think
himself justified to detain the said sum in his hands until
such times as the Replicant can give further and better satisfac-
tion unto him this Defendant of late being the property of the
Estate of the Deceased.

This Defendant for further Rejoinder unto the
several Agreements, and Assertions Made use of by the Repli-
cant in Support of his Unjust Claim for the Value of the Ac-
coutrements this Defendant found with the said Troop at the
time he acceded to the Command thereof by order of the Governor
and Council of this Place, on Account of the said Leopold Kircker
himself being then unable, on Account of his indisposition,
to undertake the Command of the said Troop, are evasive,
weak and ill founded and such as do by no Means Make
it appear that this Defendant is indebted or ought to be indebted
any thing on Account of the said Articles for the Reasons set forth
by this Defendant in his Answer, neither does the Matter of
this Defendant having received the Allowance of the said Con-
tract from the said Agents of the United Company make this
Defendant liable to the said Charge even supposing the said
Accoutrements had been the property of the said Leopold Kircker
for at most he acknowledged and is also admitted by the Repli-
cant that the said Company were at any Rate entitled to have
the said Accoutrements used with the said Troop, and they
were used with the said Troop, while the said Troop were
Commanded by the Defendant by the Order of the said
Agent and upon their Service, but not for any Service or
benefit of this Defendant, it was therefore very immaterial
and of no Concern to the Replicant if he received the allowance
of the Contract aforesaid or if he did not receive it as this

Defendant

Defendant answers he meaning the said allowance of the said
that could not Make him more or less Answerable to the Ex
ant, of the Repliants Demand was just, and that he said, th
had duly and legally Served and Came and Delivering by
this Defendant to the Repliant, Meerly because he had a
the said Accomtments with the Troop, for the same this Def
ceived on Account of the said Estate were not paid him
the Agents of the said Company in order that Compliance Record
with the said Leopold Kircker or his Executors after his decease
for the Use of the said Accomtments Much less with any inten
tion that he should be Obliged to pay for them and further
them outright, in which Case this Defendant conceives he
should be Subjected to every Legal Liability for the
use of the aforesaid Accomtments which were employed in the
Service of the said Company, but more particularly to pay the
value at which the Repliant has Charged the said Accomtments,
as if he were Owner of them in the Service of the said Company Seeing
cause he has succeeded the said Leopold Kircker in the Command
of the said Troop, he answers in Case Compliance and Disability
the Value set on them by the Repliant. The Repliant further
alledge, in his Repliation that the said Accomtments being
property of the said Leopold Kircker he was not by the
said Accomtments for the said Troop longer than he Discharged
compliance for so doing. In Rejoinder thereunto this Defend
saith that true it may be for ought he knows that the said Accomtments were
property of the said Leopold Kircker at that they were furnished
ed by the said Leopold Kircker, at most it only appears that
to be Repliaed and Prepared the said Accomtments from
time to time which he Received with the

Accounts of the former Commandant Captain Corby, but supposing the said Accomtments had been the property of the said Leopold Kircker even in that Case there is no just Cause or Reason why the Defendant should be Obliged to pay for them or for the use of them the said Accomtments were provided for and in the Service of the Company, if the said Leopold Kircker or his Executors after his decease had been of Opinion he or they on account of his Estate should or had a Right to have been paid for the use of them or for their Value his or their demand or should have been Made and payment for the same applied for from the Agents of the said Company and not from this Defendant who acted simply by their orders and also with the Consent of the said Leopold Kircker in his Life time the said Leopold Kircker having delivered over unto this Defendant the said Accomtments together with the Troop in Consequence of the Orders of the said Agents, freely and without any Objection to the same being used for the Service of the said Company. The Repliant saith that the Recompence and allowance for finding and providing the said Troop was from the first of September One thousand Seven hundred and Seventy one paid unto this Defendant in order that he might provide for the said Troop in the Manner the said Leopold Kircker had done, and further saith, how could the said Defendant be intitled to the use Occupation and possession of the said Accountrements without paying for the same, and gives as a further Reason why this Defendant should pay for them, because had the Stone been taken away from the said Troop on the said first day of September the Defendant must have been at the Expence of providing every thing New for the said Troop. In Rejoinder thereto this Defendant saith as he hath before said this is no Matter of Excuse to the Repliant or whether this Defendant did receive the said Recompence or allowance for finding and providing the

Troop

Except as to any other account, he was permitted to draw for the said allowance by the said Company's Agents and Received the same from them, but without any Order or Instruction to account with the Replicant or any other person or persons whatsoever and Knows he did Draw he could only Expend or pay for his subsisting his and as to the Matter of this Defendant being entitled to the Occupation of the said Accoutrements, he saith he was Removed and Ordered from his Commanding the said Troop, which being done upon Service by the Agents of the said Company he was by the Orders justified in the using of them, and for the delivering the said Articles of Accoutrements by the said Leopold Kircker for the purpose which gave him a Lawfull possession in as well as the Occupation thereof connected even with the Replicants having the property of the said Leopold Kircker, he did and admitted by the Replicant that the said Leopold Kircker did deliver the possession of the said Articles of Accoutrements together with the Return of the Troop, and that this Defendant Marched to the Troop, & Drew the possession of them was neither fraudulently nor against the will or Consent of the said Leopold Kircker respecting their being used with the Troop the said Leopold Kircker could imagine no other than that they would be used and kept in the Service of the Troop at the time he delivered them, and used with the said Troop for the Service of the said Company and contrary to the intention of the said Leopold Kircker at the time delivered the said Articles of Accoutrements unto this Defendant is all and every manner intention of the said Leopold Kircker to hold this Defendant responsible for the said Accoutrements for the use of them during the time they were employed in the Service of the said Company for the said Leopold Kircker at the time delivered over the Command of the said Troop

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Must certainly have known that this Defendant had Accoutrements for a Troop which he had some time before brought from England, and that it was not on Account of any Necessity this Defendant was in for such Articles to provide the Troop with all, but the Necessity of the Service which Required the Troop to take the Field as they were then provided, it is therefore very Unreasonable to Suppose this Defendant to be any wise Obliged to embarass himself with the Old Accoutrements, which are entirely unfit for Service and have been so adjudged by persons of knowledge and experience and to pay for them According to the Charge Made by the Repliant, at the time he has compleat Accoutrements for a Troop which he had provided at a very great Expence. And this Defendant also Says that the said Accoutrements were first fitted out for the Field before this Defendant arrived or acceded to the Command of the said Troop for that they were in as bad Situation and Repair as possibly they could be, to be used at all, the greatest part did not wear the mark to Freehenopoly and were Obliged to be repaired and Re-plied by this Defendant at a very great expence as this Defend.t can prove and that the Accoutrements in General were unfit for Service when the Troop took the Field. This Defendant for further Rejoinder to what the Repliant has set forth Respecting to Letters he has annexed unto his said Replication Marked A and B. from John Maxwell Stone Esquire unto the said Leopold Kircker, saith that the said two Letters do by no means tend to confirm the Right of his demand, on the contrary this Defendant is of Opinion they shew the Error of the Repliants demand and that it is such as he cannot support to be just, for this Defendant saith the Horses Mentioned in the said

said Letters were personally sworn to by the said Captain Corby
and the first Expence of the said Horses was made by the said Captain
Corby, wherefore he Pleaded an extraordinary allowance in the Con-
tract he entered into with the Agents of the aforesaid Company,
over and above what Captain Hircker received of his Principals as
a fund to Replace such Horses as might die or be rendered unfit for
Service, But the Case of the Accoutrements is widely different, for
Captain Hircker never at the first Expence of the Accoutrements,
he Received them with the troops after the Death of Captain Corby
without Rendering any Account of them to his Executors Or-
continued to use the same until they were delivered unto this Defen-
as aforesaid by which said delivery thereof this Defendant made
he has before and he regarded himself as being Lyable to
Possessed them, whether they were the property of the said
Hircker of the Company, all the former Accoutrements as
well as for Lawful Allowance, which he cannot help
regarding them as the property of the Company by whose order he
received and undertook the Command of the said Troops and to whose
use and Service he employed the said Accoutrements, and not for
the Service of this Defendant, the Company are of Course unre-
warable for any Consideration in that behalf, Further answering
ments to pay the same, and not this Defendant saith that
he believes upon a reasonable Satisfaction made by the
Replicant as Executor of Mr. Corby and according to Law become
liable to pay their Value because they had been used with the troops
while the troops were under the Command of this Defendant the
Replicant must well know that Notwithstanding the Orders of their
with the said Accoutrements Notwithstanding the Orders of their
separate allowance this Defendant took the Command of the troops
by Order of the Governor and Council

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they were made use of for the Service of the said Company and the
Repliant must also know the bad Condition they are now in,
and that they are now in the Companys Store House at Cudda-
lore yet it does not appear the Repliant has made any demand
for the payment of these Articles from the Company or Requi-
red them to be delivered him as the property of the deceased the
Repliant thinks himself justified in his Demand for the Value
of the said Accoutrements because he says this Defendant Recei-
ved the Allowance of the Contract for providing the Troops If
this Defendant had Received the said allowance on Account of the
said Captain Hircker deceased in such Case he might perhaps
be Regarded as Liable to the payment of the said Allowance
to his Executors, but this Defendant saith that as he was permit-
ted to draw the said Allowance, it can only be Regarded as a Re-
compence from the said Governor and Council for his Service
and for his Subsisting the Troops, for the said sum can in no
ways be said to have been paid to this Defendant as an Allo-
wance for providing the troops with Accoutrements &c. be-
cause he had not at that time nor did not until a Considerable
time after the Death of Captain Hircker enter into any Contract
with the said Company or their agents the President and Coun-
cil of this Settlement on their behalf, and Repeating what
the Repliant saith of this believing that it has generally been
customary in the said Companys Service when one Gentleman
Succeeds another in any Contracts or Employ that the Succes-
takes the Stores on hand at Reasonable appraisements &c.
This Defendant in Rejoinder thereunto saith if the same
had been Customary in the said Service, which this Defend-
is of Opinion is very immaterial in the present Case, as
certainly such Matters are and must be always left to the

Option of any one Exceeding another in any Contract or Engage
but further by Reason that this Defendant did not Consult the
said Lepell Hacker in the said Contract, neither was his
any part of the said Stores or Accoutrements &c. mentioned
Conveniencies Much less as they were sent for this Defend
is herewith before Sett forth had already provided against
of Accoutrements & all sorts Necessary for the furnishing of
a Troop which he had brought from Europe for this Defd
saith that he did not enter into any Contract with the said
agents of the said Company with a Consideration
to the Benefit of the said Lepell Hacker and that the Co
tract he has now agreed to with them is of a quite Diff
rent Nature and for long Have that writing obtained the
said Agents and the said Lepell Hacker in his Lifetime
and continues some Debts upon our Contract remained from
the Accounts unto this Defendant.

And this Defendant for further Rejoinder saith
that he doth deny as in his Answer he hath alleged
that he did ever make Promise to pay or cause to be paid any
to pay the Amount at which the said Accoutrements should be valued
by the said Captain Robert and Lieutenant Thornburgh Mutually
to abide by their determination Whereupon he made himself bound
thereby, not Regarding himself in Effect any wages Salary Benefit
property or disposal of the said Accoutrements this Defendant does also
deny he ever assented to the Valuation made by the said Gentlemen
did not Make the Answer set forth by the Replicant with Respect to
their opinion of the said Accoutrements, the true Answer they made was
that the Accoutrements were of no Value at all, and that he Charge
gave in, was for the use of them personally if any thing was to be paid
and no Mention was made at the time

no Value or unfit for Service nor was any thing said for them of the
advantages that might accrue to the Defendant from the Contract of fur-
nishing the Troops for the said Accoutrements & the Amount of which
this Defendant saith did in Reality barely put the Expences this
the Defendant was at for the Troops from the time he was appointed
to the Command thereof until the Troops returned to quarters in Cal-
cutta exclusive of the Extraordinary Expences of Repairs. This
Defendant does admit he did deliver the Memorandum Mentioned
by the Replicant but no Mention was made at the time to the best
of this Defendants Recollection about the Making out a new Ac-
count by at least of this Matter this Defendant is Certain that he
never agreed to pay any Consideration to the Replicant on Account
of Hire of the aforesaid Accoutrements on the Contrary always
regarded the Demand Made by the Replicant on that Account as
very erroneous and in no wise due by him, or he would have paid
it without putting himself to the trouble and Expence of Legall
contest. And this Defendant further saith this by no Means
clear as said by the Replicant that this Defendant must have af-
fected to the aforesaid Matters with a full intent to have settled
the said affair or he would not on the Seventeenth day of June One
Thousand Seven hundred and Seventy two, have wrote the Letter
Marked C. Annexed unto this Replication, as nothing appears
or can appear by the said Letter that it was this Defendants Inten-
tion to pay for the said Accoutrements, but it was the Opinion
of this Defendant at that time that he would have been able to
have convinced the Replicant that he had no Right to make or
insist upon the Charge he did at that time. For this Defendant did
at one time regard himself as concerned or that he had any Auth-
ority to Treat with the Replicant about the Accoutrements always
considering them as the property of the Company and under the Care
of this Defendant and the Reasons why this Defendant conceived

to this being Valued was on no other account than that it was left by this Defendant in his Brothers Custody with any intention that such Valuation was to bind him to the payment of it.

Lastly this Defendant saith he considers that the Demand made by the Replaint is very unjust and Unwarrantable and such the Replaint cannot support either in Law or Equity the Charge for which the Replaint has founded his Demand, not being a Charge that by this Defendant has any wise made himself Liable or Responsible for the Articles claimed therein, for if this Defendant became Lawfully possessed of the said Articles as he Most certainly did by the delivery thereof by the said Accomt together with the Command of the Troop by order of the Governor And Council of this place, Nothing can be Alledged against this Defendant in that point and with Regard to the use of the said Accoutrements it was in Course and in Consequence of such possession and by the Order of the Governor and Council as appointed this Defendant to the Command of the said Troop, this certainly he Troop and Must have used without Accoutrements, the delivery of them by the Accomt was consequently a Giveing to their being used with the Troop and their being used with the Troop for the Service of the Company cannot consistent with the Rules of Equity make this Defendant answerable either for the use or the Value of the said Accoutrements He admitted by the Replaint that the Company had a right to the use of them so long as the said Lapsed Kinder Accomt held the said Command and Article for the Troop Therefore not accepted to upon what Legal Foundation then can the Replaint claim payment of the Value of the said Accoutrements from this Defendant more for the use of them

had a Right in the Use of them, Surely the Replaint cannot Really be of Opinion this Defendant is become Obliged to purchase the said Old Accoutrements which have been already adjudged to be unservicable and of no Use, from his Belief of it being Customary for the Successor in a Contract or Employ to take upon himself the Stores Remaining in the possession of his Predecessor, that indeed is so ill founded a Reason, as this Defendant Regards Needless to take Notice of, and Humbly Conceives doing the Replaint injustice to Suppose he Seeks to Obtain payment of the Value of the said Accoutrements from this Defendant because the Deceased only Received the Allowance of the said Contract untill the last day of August One Thousand Seven hundred and Seventy One from the said Company, because of anything Remained due to the Deceased or his Estate after his deceased from the said Company on Account of the said Contract, the Replaint should have applied for payment thereof unto the Agents of the Company and not have commenced this his irregular and first prosecution against this Defendant to force him to the payment of the said Accoutrements against his will and more unjust because the said Accoutrements have been already adjudged unfit for Service and of no Value at all this Defendant is of Opinion the said Demand and Charge of the Replaint for the said Accoutrements to be equally ill founded upon upon the Reason alledged by this Replaint of this Defendant having Received the Allowance of the said Contract from the first day of September One Thousand Seven hundred and Seventy one from the said Company, and that it does by no Means interest the Replaint or can in any light be Regarded as Making this Defendant answerable and liable to pay the Value of the said Accoutrements charged by the

Replaint

Repliant even supposing them to be worth what he has made
Charge of which it appears they are not nor ever Valuable
for that this Defendant Received from the Agents of the said
Company were not by way of Contract but as a recompence for Ad-
venturing the Troop during the Campaign, which he did at a great
Sundry Sums of Money for Repairing of the Accoutrements he found
with the Troop and Expending therein considerable parts of them which
were become unserviable during the March, Garrison & Quarter
many Expences and Charges this Defendant was Liable to and
by what he Received from the said Agents and what was Allowed him
by a Consideration with them to pay what they did pay the Ordi-
nary Expences and Charges Extraordinary which he Underwent
in procuring a Body of Men and Horses with Cloaths and Accou-
trements for the Troop was from the time he undertook the Command of the
Troop until the day he returned to Caldalore when this Defendant
deposited the said Articles of Accoutrements in the Companies Store
House for the Troop where they now Remain at the Disposal of
whoever shall hereafter appear to be Owners of them, this Defendant
and Denies on the part of the Company as the Replication alleging
Executor of the said Leopold Kercker deceased, this Defendant for the
Reasons he has to Observe in Respect of the Accountable of the Re-
pliant claim on account of his having Received of the Agents of
the said Company the Allowance of the said Company by the follo-
wing Agreements, as they Regarded the said Accoutrements as
their property, and that the said Accoutrements are their property
Witness as well as the entire Possession ever since and whereof
which will above said and the Repliants demand of the
said Accoutrements was the property of the said Leopold Kercker
in his Lifetime and thereon by Virtue of the said Agreements
the consideration of the Allowance Received and the Company for
Stores on the said Cotton Maintained for the said Troop

suppose this Defendant liable to the payment of such Conside-
ration for the use of the said Accoutrements employed in the
service of the Company, Merely because this Defendant Received
a Sum of Money from the Agents of the said Company to the
Amount of the said Contract, in no Account concerning or inter-
esting either the said Leopold Kercker or his Executors, Neither
received by his Order in his Life time by Order of his Executors
after his decease or Received with any Order to be accountable for
or to pay any part of the said sum unto the said Leopold Kercker
or his Executors on any Account whatsoever, by what impli-
cation then can it be said this Defendant Received the same or
any part of it on account of the said Leopold Kercker deceased,
or if any part of the said Sum was paid with such Intention
how can this Defendant determined, or which part for the said
Contract was composed of Different and Seperate Conditions,
part of which this Defendant performed himself without
Contract as a duty which fell to him as Commanding the Troop
and what this Defendant Received from the said Agents on
that Account did scarcely pay for the extraordinary expences
he was at in providing the Troop as he did. The Agents of the
said Company appointed him to the Command of the said
Troop he Received the Accoutrements with the Troop and used
them with the Troop for the Service of the Company, their a-
gents made him such Recompence for his Services they
thought proper and he conceives he is not Accountable to
the Repliant for any part thereof on account of the said
Accoutrements or on any other account whatsoever.

For

Surviving Executor of the said Last Will and Testament of the said Leopold Kircker as aforesaid in the full and Just Sum of Five hundred and Eleven Pagodas twenty four Fanams and Sixteen Cash as is Justly Set forth and Stated in the Complainants Bill of Complaint and the Account thereunto annexed and also in his Replication Notwithstanding what the said Defendant alledges to the Contrary in his said Answer. This Complainant doth still positively affirm that the several Charges made in Account of the Horse in Question in this Cause are Just and Right and such as ought to be made by this Complainant as Surviving Executor of the said Leopold Kircker as aforesaid to the said Defendant for the reasons set forth in this Complainants said Replication to which he craves Reference, Notwithstanding any Objection made Thereto by the said Defendant This Complainant does also absolutely deny that the said Horse was left to Pick in the Honorable United Company's Stable at Cuddalore as the said Defendant unjustly Asserts, on the Contrary the said Horse was Actually left and found at the said Deceased Leopold Kirckers House in Nantivan and had been there sometime, the said Horse did therefore in Course fall into the Hands of the said Leopold Kirckers Executors and not into the Hands of the Presidency of Cuddalore, and the said Executors were on that Account Under the Necessity of taking care of the said Horse, and as the said Defendant Received the Allowance from the said United Company for feeding the said Horse &c. he the said Defendant is therefore certainly in the same Opinion of

the

Whereas Matters alledged by the Defendant in his Answer to the Complainants Bill of Complaint are Impertinent and Scandalous and Matters not Triable at Law and Whereas the said Defendant hath not Denied by his Answer the Material Allegations in the said Complainants Bill of Complaint and hath thereby admitted the same to be true. It is Ordered that the said Answer be taken off the Files of this Court and that the said Defendant do pay unto the said Complainant his Costs of Suit in this behalf Expended to be taxed by the Master of this Court.

Fort St. George the 15th June 1775.

By the Honble Governor in Council

Benjamin Torriano Esqr

Sub Accountant

John Collins Esqr

This Complainant for Answer to the Defendants Answer to the Complainants Bill of Complaint doth Deny all and singular the Matters Allegations and Charges in the said Defendants Answer contained as fully and effectually to all Intents and Purposes as if he the said Complainant had Answered and Replied to each and every of the said Matters Allegations and Charges Separately and Particularly and Humbly Prays as in and by his said Bill of Complaint he hath already Prayed.

and the said Defendant refusing payment thereof the said Principal as a Servant could do nothing more than Deliver over the said Debt to his said master the said Leopold Kircker's Executors to whom the said Defendant was and is Answerable Notwithstanding his assertions to the Contrary — This Complainant doth further humbly Insist that the Sum of Forty Two Pounds and Seventy four Guineas Advanced to the Horse keepers and Groom Cutter of the said Troop and Charged to the said Defendant was Actually the Property of the said Leopold Kircker, and having been Stopped out of the Pay of the said Horse Keepers and Groom Cutter by the said Defendant he the said Defendant is of Course liable to pay the same to this Complainant as Surviving Executor of the said Leopold Kircker as aforesaid Notwithstanding any thing by him alledged to the Contrary, and also of what he pretends he has himself found — And that hementions of Extortion and offic Requiring better proofs of the property of the said Leopold Kircker or belonging to his Estate &c. All which appear to be mere Matters of Evasion this Complainant does absolutely deny that the several arguments and Assertions made use of by him this Complainant in Support of his just Claim for the Value of the Accoutrements the said Defendant found and took Possession with the said Troop are either Evasive Weak or Ill founded as the said Defendant unjustly Insists, on the Contrary this Complainant saith that the same are just and Consistant with the nature of the case and Matters in Question, and clearly Demonstrate that he the said Defendant is and ought to be Answerable and Accountable to this Complainant as Surviving Executor as aforesaid for the several Matters and things Charged in the said Account Annexed to this Complainants said Bill of Complaint and for the Amount of which this Complainant has Commenced his said Action — This Complainant further saith that the

with the said United Company was to find Accoutrements
&c. for the said Troop which he did as long as he Received
the said Contract allowance for so doing, But he had no right
to find Accoutrements for the said Troop when the said
Defendant Received the said Contract allowance for that
purpose, Nor could the said Defendant in that Case be in
the least Intitled to use the said Accoutrements which
belonged to the said Leopold Kircher without Either paying
for them or for the use of them — The said Defendant says it
may appear that the said Accoutrements were the property
of the said Leopold Kircher or that they were Purchased by the
said Leopold Kircher at most it only appear that he Repla-
ced and Repaired the said Accoutrements from time to
time which he received with the Troop after the Decease
of the former Commandant Captain Cowley — With regard to
which this Complainant begs leave to Observe, In the first
place that it Evidently Appears that the Accoutrements
received by the said Leopold Kircher with the said Troop if
any he did so Receive, Or if they could be so Called in the Condi-
tion they were, Judged of little or no Value by the said Captain
Cowleys Executors, for as they were found in like Manner
as the Horses and by the very same Contract, if they had been
worth any thing payment would Undoubtedly have been
Demanded for them the same as for the Horses, But whether
they were worth any thing or not, if the Executors of the said
Captain Cowley did not think it proper or worth while
to Make any Demand of them or for them that has nothing
to do with this Complainants said Demand on the said

Defendant

Defendant to the Interrogatory with regard to the said Distant
said assertion but does not know that Accoutrements
the property of the said Leopd Kircker what they were Bought
by the said Leopd Kircker because they were only Lent and
Issued for the Compliment but he believes the Plaintiff
Defendant should make such an Extra Contribution
Purchasing and Cleaning for of the said Leopd Kircker
and the said Troop he must have done by Contract for
not doubt without Troop he Purchased them Horses
them for and on account and on the property of the said Leopd
But for and on his own account and Expence and the said
Troop in Conformity to the said Contract as long as the said
Leopd Kircker Lived the said Contract was Engaged to the said
the said Troop Extra Expences for Feeding
being paid the said Defendant he was to find and Provide
Troop and that the said Leopd Kircker and Commanding
Accoutrements which the said Leopd Kircker had Delivered
to the use of the said Troop so long as he Continued Captain
Allowance was the property of him the said Leopd Kircker
property the said Defendant has no right to Dispose or make
saying for Horses for the use of them the Captain
that the said Leopd Kircker Claimed over and above the
Defendant to like Disposition of the said Accoutrements and
Troop which seems Unreasonable and Right as the Troop
Divided an Immediate Service and as the said Leopd
Indisposition prevented him going on Actual Service
for the use of
said Troop and Defendant that time took the Command
with the said Troop with the Consent of the said Leopd
and as the Accoutrements
time Returns of

said Troop as aforesaid had no right to Object to the said
Accoutrements being used with the said Troop, the said Leopd
Kircker Expecting also to take the Command of the said Troop
again himself if he Recovered, he not having been superseded
in the said Command of the said Troop, The said Defendant
Commanding the said Troop and taking Charge of the said
Accoutrements was therefore at that time the same as if the
said Leopd Kircker had himself Commanded the said Troop
and been in Possession of the said Accoutrements himself But
when the said Leopd Kircker Died and the said Contract al-
lowance ceased as to him the said Leopd Kircker, and was
paid to the said Defendant the Case was quite Different, for then
the said Defendant, and not the said Leopd Kircker or his
Estate, was to find Accoutrements for the said Troop, and there
in Case the Executors of the said Leopd Kircker became entitled
to the said Accoutrements and as they were Used for the said
Troop, it being on Service, to be paid for the Use of them, so
that the said Defendants Observation that the said Leopd
Kircker Delivered the said Accoutrements to him the said De-
fendant, and that he the said Defendant did not Dispose them
against his will &c are Meer Matters of Evasion and quite
out of the Question And it was also very Natural and pro-
per for the said Leopd Kircker, as he was not able from
Indisposition to proceed on the said Service with the said
Troop himself, to give unto the said Defendant, who was the
Officer appointed to take the Command of the said Troop for
the reason before mentioned, a Return of the said Troop,
Accoutrements, Horses &c in Order that the said Defendt
as the then Commanding Officer, might know what the

said

said Troop Consists of and what Notice He was put upon
his Charge with and Submit that the said Defendant in the
same Bond might Reasonable for more than he Could
And that the said Defendant might on the other hand be
answerable and Accountable for what he said Stores that
were not Kept for He Could Answer for any Stores that
the part of the said Defendant in taking Possession of the
Accoutrements &c to make him answerable for the same
Stores and in Case for the said not to be supposed by
the said Leopold Hooker at the Determinant to give up his
right and property in the said Accoutrements, for as after
the said Defendant Commanded the said Troop all those
were Provides for the said Troop at the said Leopold Hooker
Expence and the said Contract managed on the said Leopold
Hooker's Account under the Direction of Lieutenant Hyde
Until his the said Leopold Hooker's Decease. The Com-
plainant Readily Admits that it was upon the Solicitation of
the said Leopold Hooker to hold the said Defendant Harm-
less for the said Accoutrements or for the Use of them as
as they were Employed in the Service of the said Company
and so long as he Received the said Contract Allowance
it made over to the said Leopold Hooker's Solicitation that
the said Accoutrements should be Employed in the Service
of the said Company without any Exemption for the
same. The said Defendant having Accoutrements
which he brought from England he nothing towards
this Complainants said Just Demand which is for the
Amount of the

belonging to the said Estate of the said Leopold Hooker or what was Estimated was Just to be paid by the said Defendant to this Complainant as Surviving Executor as aforesaid, for the use of them and other matters Incident thereto or to the said Contract. The said Defendants Remark that the said Accoutrements are entirely Unfit for Service, and that they have been adjudged, is also meer Matter of Evasive, for the Question is not what they are now but what they were at the time the said Defendant took Charge of them or the said Troop, or at the time the said Contract-Allowance ceased as to the said Leopold Hooker and was paid or Allowed to the said Defendant Agreeable to which the said Valuation from which the Complainant hath Made the said Accoutrements have been Worn out Under the Charge of the said Defendant that they are worth much, But its clear they were fit for Service when the said Defendant took Charge of them, or how could they have been Used so many Months as they were when the said Troop was on Actual Service. This Complainant therefore Conceives it clear that the said Accoutrements were not nor could be in the Condition which the said Defendant does Unjustly Allege they were, But at any rate he the said Defendant should and is liable to pay what was so Legally and Equitably adjudged he ought to pay for or on Account or for the Use of the said Accoutrements and other things Charged as aforesaid, and as a further Circumstantial refutation of the Assertions of the said Defendant as to the Condition of the said Accoutrements this Complainant begs leave to Observe that as the said Leopold Hooker had Received Orders to get his Troop Ready to take the Field and was an Old Officer in the said Company's Service who had always given Satisfaction to his Superiors it is Natural to Suppose he had fitted out the said Troop as well as had been Customary and as the Nature of the Intended Service required Which is also clearly the said Defendants doing them many Months on Service as aforesaid and as a further proof of these Matters and that the said Troop was not only fitted out with what was

And how could the Troops have acted with Vigour & Alacrity if this Complainant further saith that it may be Apprehended in any Gentleman succeeding another in any Contract or Employ to take the Stores on hand belonging to the Employ to take the Stores on hand belonging to the Employ at a Reasonable Valuation without Troubling the Board yet as it is Customary so to do it was no Doubt in this Case Expected that the said Defendant would do the same, and as he Actually did use them and at the same time drew the same allowance from the said Company as the said Lopold Kircher has done for finding Accoutrements &c. the said Defendant is no Doubt liable to pay Either for the said Accoutrements or the Use of them, This Complainant further saith that the Circumstance Relative to the said Reference Valuation of the Articles in Question in this Cause is as set forth in this Complainants said Bill of Complaint and Replication to which he this Complainant craves Reference, and not as set forth in the said Defendant's Answer and Rejoinder, and this Complainant Conceives the said Defendant is strictly bound thereby as aforesaid, and that any thing by him alledged to the contrary is meer Matter of Evasion and cannot nor ought to Avail him. And this Complainant Lastly saith that with regard to any other Matter or thing set forth and alledged in the said Rejoinder to which this Complainant hath not Surrejoined the same is very Untrue Evasive and Insufficient for him this Complainant to make any further or other Surrejoinder thereto.

All which Matters and things this Complainants are ready to prove as this Honble Court shall Direct and most humbly prays as in and by his said Bill of Complaint.

Complainant's Replication to the Answer of [illegible]

In Chyke[illegible]

Solr for the Compl[illegible]

Sworn the 14th Novr 1774

Before the Right Worshipful [illegible]
Esqr one of the Worshipful Company of [illegible]
Merchants trading into the East Indies

Recorder

The said Defendant saith that he doth not admit any of the
said Reasons for the Complainant to have exempted him
from any Answer to the Bill of Complaint but that there
was sufficient Matter in the Answer to have prevented
the Complainant from exhibiting any Bill of Complaint
but if the said Complainant has thought proper to bring
his Bill of Complaint this Defendant doth conceive that the Special Matter therein
contained ought to be tried and determined by the Court and not by any
Commissioners for that purpose appointed and this Defendant doth
insist upon the several pleas and arguments therein made and relied
on by this Defendant and this Defendant saith that he further
answer and says that he doth not admit any of the matters or things
in the said Bill of Complaint contained to be true save only such
parts thereof as are hereinafter admitted to be true and this Defendant
denies as is charged by the Answer and Rejoinder he hath always
denied that he is indebted unto the Complainant in the sum of
Three hundred and eleven Pagodas twenty four fanams and
Cash or in any other sum or sums of Money or Securities
unto the said deceased Leopold Kircher or in any other Capacity
Duality or Account whatsoever notwithstanding any Matters
things pleaded charged and insisted by the Complainant in the
proceedings in this Cause And this Defendant

And this Defendant doth absolutely Object to the several
Charges Made by the Complainant on Account of the Horse in question
in this Cause as being unjust and irregular and which the Complainant
in his Capacity of Surviving Executor to the said Leopold Kircker is
by no Means authority to Make this Defendant chargeable with
or accountable for, and this Defendant denies the Complainant
his produced or adduced any Reasons in his Replication which are
or ought to be held or regarded sufficient and valid in Law to or
which any way demonstrate the justness thereof, and this Defendt
doth positively Assert that the Horse in question was left sick
in the Company Stable, which this Defendant will prove in
due time and if the said Horse was found by the Executor of the
said Leopold Kircker in his House in the New Town he must have
been moved there after this Defendants departure from Cuddalore
with the Troop without his Knowledge, therefore could not in
Course fall into the hands of the said Leopold Kircker Executor
because the said Horse being a Troop Horse, belonging to the Troop
was left in the Company Stables and was under the care of the
Presidency of Cuddalore and none could be authorized to remove
the said Horse from the Company's Stables and if he was removed
it is immaterial whether, as the Removal of the said Horse was
improper, And this Defendant doth deny that the Executors
of the said Leopold Kircker were in any account under the Ne-
=cessity of taking care of the said Horse, neither is it any Reason
or consideration why this Defendant should pay the said Charge
whether this Defendant did or did not receive any Allowance
from the said Company for feeding the said Horse, as this
Defendants transactions with the Company are of no con-
=sequence or concern to the Complainant, and this Defendant

denies

entirely carried on and settled between this Defendants Dubash and a person who was Conveyed by the deceased Leopold Kercker in his lifetime, this Defendant therefore saith it is a Matter of no importance or concern to him whose Gram it was, this Defendant made no agreement with the deceased in his lifetime to purchase the said Gram nor did he at any time make any Agreement with his Conveyed to purchase the said Gram, the Gram was purchased by this Defendants Dubash from the said Conveyed, not as Gram belonging to the deceased, to this Defendants knowledge, who knows no More of this Matter than what he hath declared in his answer that the said Gram was purchased by his Dubash and that he had paid for the said Gram a year ago, at which time, by allowing the Amount of the said Gram charged in his Dubashs Account, and this Defendant conceives it to be extreamly immaterial whether the said Conveyed has allowed of the said Charge in his account with Captain Kercker's Executors or has not paid the Amount thereof, as this Defendant hath before set forth the same to have been a transaction between the Dubash and the Conveyed and the Amount whereof this Defendant has paid and discharged as aforesaid, And this Defendant is not bound by the act of his Servant as the said Dubash did not act in this Matter by his instruction as purchasing the said Gram as the property of the said deceased neither does this Defendant know, as he hath in his Answer set forth, that the said Gram was the property of the said Leopold Kercker, neither is a Master bound by the act of his Servant where such Servant hath not Authority to act, for-tho not incident to a Servant as a Servant only to buy or sell for his Master And this Defendant hath Never used or Authorized his Dubash to purchase or contract Debts on his Credit, his Dubash purchases great quantitys of Gram from persons totally unknown to this Defendant, for which this Defendant pays his Dubash, if the Dubash should not pay these people from whom he purchased the Gram, this Defendant conceives it would be a great hardship upon this Defendant if law could oblige him to pay the said persons

[illegible] has the proper power to disallow the expences the Complainant with he has been at and which he pretends should be paid by this Defendant and he conceives this an argument to shew how far the present Case is like the Case put by this Defendant not to be answerable and obliged to charge the Complainant for the same Horse, but as the said Horse came by the possession of the Complainant and in the Hurry and Confusion of the said Leopold Kercker's Death the Complainant entirely took the Charge of the said Horse without or Authority from this Defendant the Complainant could by no other means become obliged to pay the Charges incurred, as part of the duty of the said Complainant who declared himself as Executor to the said Leopold Kercker the Management of the said Horse, this Defendant submits to your Honor, as he hath in his Defence already set forth, whether the said Complainant is entitled to the Judgment of this Honble Court to be relieved against the said charges as unduly and improperly made by the Complainant

And this Defendant further saith that the Charge Made by the Complainant in his Bill of the sum of twenty four Pagodas thirty three Fanams twenty six Cash for one thousand two hundred and four Seers of Horse Gram, this Defendant submits to your Honor whether he can be accountable for the same as the Horse of the said Leopold

Powers again after he had join'd the Duke's forces the Defendant
Defendant saith these Stores were Issued for the Compliant
to Assist the Troops of the Company & for the Compliant
Lawful purposes & this Defendant charges the Defend
Bengall and Law or reason to acknowledge in the pretended
from the Company and this Defendant is Ready to Prove
said Charge should rather have been made against this Defe
otherwise Defendant denies all and singular the Defend

This Defendant doth Admit that the Charge
by the Compliant of the sum of Sixty five Pounds Eight
four farthings which the Compliant saith was Lent by the
Indies Esq. Governor to the Stores Keeper and Gunsmith of the
is untrue, for this Defendant answers that the said Sum
ged to be Lent the said Stores Keeper and Gunsmith or
the said Deputy Governor Hooker in the Life time and this Defend
saith that his Offering to pay the said Sum to the Compliant
as Executor of the said deceased without Account produced
reasonable Expenses in the Service as just and Equitable
not Matter of Fact in the Compliant is Referred to
and this Defendant further saith that the Matter and things
set forth by him this Defendant in Opposition to the Charge
the Compliant for Allowance of the Disbursements in
as just and Equitable as they clearly shew the Justice and
Clause of the said Charge made by the said Compliant
very Estate of the said Deceased Hooker Deceased and that
Defendant doth not nor ought not in Law or Equity to be charg
thereof.

That Defendant doth Again Maintain that he
Allowance

why he should be Answerable for the Charge made by the Com-
plainant for the Stores this Defendant Received and found with
the Troop, nor does the Suggestion stated by the Complainant
in the least add to the force of it, of the said United Company not
making an Allowance for providing the Troop with those
things and to pay for them also, which Matters this Defend.
conceives to be impertinent and incoherent with the Point con-
tested whether this Defendant is or is not Responsible and
accountable for the Value of the said Accoutrements &c in question,
as he conceives his having Received the said Sum is no just Rea-
son for his being accountable for the Value of the said Stores,
any more than if the Case had been otherwise that he had
not Received the said Sum could have been a just Reason for
his not being Accountable for the Value of the said Stores,
if this Defendant by the use of the said Stores had thereby ren-
dered himself Accountable to the Compliant for their value,
for this Defendant saith that he had made no Contract with
the Company to furnish the Troop with Stores on Condition
of the Receipt of the said Allowance at that time or at any time
thereafter upon those conditions, this Defendant has already
at large in the proceedings of this Cause informed this Honble
Court the Cause of his taking the Command of the said Troop
was the ill disposition of the deceased who was not able to attend
the Troop upon the sudden expedition Stores ordered by the
Agents of the Company & the President and Council of this place
it was therefore of necessity and no Choice that the command
fell to this Defendant that he commanded the Troop upon
the said Expedition and also that the said Stores were used
in their Service upon the said Expedition Stores also Absolutely

Necessary

Wayfaring that the Troops should be Cloathed and Accoutred
that some proper method should be taken for the Cloathing and Ac-
coutring and repairing Arms of the Troops and the proper
by whom & how & when to be drawn and Issued but this Defendant know-
ing any thing what he calls Allowance for finding Horses
Horses &c as he had not at that time made any Contract with
Company & that no part of this Defendants Pay
ready as the Low Establishment of the Troops and not as
Allowance, nor could the same be Reasonably considered in
light as this Defendant had not at all time made any
with the Company, but took the Field in Obedience to the
the Governor and Council with the Troops as he then found
as it was then declared were to be done by this deceased Gentle-
without coming to any explanation on what Conditions he
to take or continue the Command of the Troops or the m
ing the Money for the support of the Troops. Therefore
drew for could be considered only as towards the subsis
of the Troops and this Defendant hath always esteemed
what he Received on that Account was barely sufficient
vide the Troops with Necessaries and Support. Neither
and the extraordinary expence accruing upon the Expedition
Troops was sent as aforesaid, should therefore have
Defendant to be compelled to perform and doing
quer directed as it would be certainly doing to
fendant to pay for the Value of the said Accoutrements
were used in the Service of the Company. And in the Answer
the use and benefit of this Defendant. Neither
Complainant doth allege that this Defendant had
such said Accoutrements

Defendant saith in Regard to the right of using the said Accou-
trements, nothing can be brought or alledged by the Complainant
which can prove the possession or use of them was illegally or
evidently Obtained, they were delivered this Defendant by the de-
ceased in his life time together with the command of the Troop
by order of the Governor and Council, the deceased was prinfor-
med did know the Service the Troops was going upon, he made
no Objection to the accoutrements being used with the Troops
but delivered over the said Accoutrements to this Defendant
as part of the Stores belonging to the Troops and as such this
Defendant always did Regard the said Accoutrements to be, and
the use of them in course, therefore as the said Accoutrements
were used in the Service of the Company if any thing may be
reckoned due for such use of the said Accoutrements the said
Company are the only persons who ought to pay for such
use of them, and not this Defendant who only used the said
Accoutrements by their command, and from whom the Complai-
nant should have demanded what he might think was
due to him on account of such use of the said Accoutrements
and they would have determined whether such demand
was just or otherwise, but tis very unreasonable the
Complainant should make any demand of that Nature
from this Defendant but more specially for the Value of
them as he has done

And in Regard of what the Complainant
hath Set forth of the Valuation of the said Accoutrements
by the two persons mentioned by the Complainant, this De-
fendant saith that the said Valuation returned of the
said

said Troop was not undue by the said persons as and for
the Valuation of the said Accoutrements but simply for the said
Sum only his Defendant doth say he ought not to be said without
any view or intention to make himself answerable thereby as
he never thought himself liable to any of the said Accoutrements upon the
decease or after the decease unto the Complainant or his Contract
he did never hold or regard himself in effect to be any wayes intitled
to the property or disposal of the said Accoutrements always and
saving him to be the property of the Company and under his care
as Commander of the Troop and he saith only demanded to the
Accoutrements by valuation are those delivered by this Defendant
in his Answer and Defender but denies the over and above the
said Valuation with an intention that he ever pretended thereby
Amount thereon valued aforesaid which said Sum this Defendant
humbly hopes with the Rolls Court be allowed and deemed
full and sufficient for this Defendant with Repeating what the
Complainant doth further allege this Defendant saith that the
said deceased Leopold Kircher entered with the said Company that
as he contracted with the said Company & the Complainant should
make any demands thereby but if any Officers were due to him on
account of the said Contract from the Company and not from this Defendant
for this Defendant declared at that time entered into any Contract
other agreement for providing the Troop with any kinds of Provi-
sions stores or provisions whatsoever and what he did receive he pa-
did in no sense as Contracted allowances unto this Defendant
save what this Defendant received, he disowned as disbursed
for the Troop only besides as this Defendant hopes he hath here-
Accoutrements mentioned and by the Order of the Governor and Council
take his Command of the Troop the Accoutrements were

course for it is not rational to suppose the Troop could not be of
service without their Accoutrements, and the deceased Leopold Kircher
did in consequence of the said order of the said Governor and Council
deliver over unto this Defendant the Command of the said Troop
together with the Accoutrements used with the Troop it was therefor
with sufficient and full authority the said Accoutrements were
used by the Troop during the time it was commanded by this
Defendant, firstly by the Orders of the Governor and Council and
also by the delivery of the said Accoutrements by the said Leopold
Kircher in his Life time together with the Command of the Troop
and other Stores belonging to the Troop, this Defendant doth there-
fore say the Charge of this Defendant for the said Accoutrements
is unjust and unreasonable And this Defendant further saith
it clearly appears as no valuation was put upon the Accoutrements
found with the Troop at the decease of Captain Cooley by the Gen-
tlemen appointed to value the Stores of the Troop and which per-
sons were good Judges of the Nature of Captain Cooley's Contract
that they did not equally consider the Accoutrements and the
Horses as the property of Captain Cooley for as the Horses were
valued and paid for as his property, the Accoutrements would also
have been valued and paid for if they been his property or could
in any light have been considered as such, And the said Accou-
trements not being valued or paid for consequently remained
with the Troop as the property of the Company and were said with
the Troop by the deceased Leopold Kircher who succeeded the
said Captain Cooley in the Command of the Troop, this Defen-
therefore saith that his alledging in his Rejoinder that it
way appeared that the said Accoutrements were the property
of the deceased Leopold Kircher & that the said Leopold Kircher
pays

were paid for purchased the said Accoutrements, were just and due
for the Accoutrements be found with the at the time of the leaving
the Command of the Troop did not thereby become the property of
were the property of the Company and consequently remained the
property of the Company and might rightly be considered Assets
notwithstanding the pretences and claim made thereto by the Com-
plainant did in regard to the manner the Complainant ac-
counts for the said Accoutrements coming to the possession of the
deceased and his not paying any consideration for the same to the
Executor of the late Captain Conley, this Defendant saith that
possible the said Accoutrements could have been in such Repair
to be worth Nothing they must have been worth some thing and
if they had been considered by the persons who were Lent to
the Horses of the Troop as the property of the deceased, they certainly
would have been valued and some valuation put upon them if of
the smallest consideration, as the Effects of deceased persons are
held sacred and it was not in the power of the Executor to have
disposed of them without some payment adequate to their
value however small it might have been, And it is not to be
that the Executor would have demanded the said Accoutrements
if they had been the property of the deceased, And in respect to
notice the Complainant hath taken of that part of this Defendants
rejoinder wherein this Defendant saith he most strongly asserts
that the said Leopold Kircker Replaced and Repaired the said Ac-
coutrements from time to time which he received with the Troop
as aforesaid, this Defendant saith that the same is very fruitless
and evasive for undoubted what Accoutrements he Replaced he must
have purchased, neither can he the said Leopold Kircker consistently
-ted, and this Defendant refers thereto and to the Answer

of the said Leopold Kircker for the Particulars thereof, And this
Defendant further saith that the deceased had never at any time provided the
Troop with an entire Suit of Accoutrements, but only replaced
such of the Accoutrements he received with the Troop after the
death of Captain Conley as had become useless and unfit
for Service and Repaired others to render them serviceable,
but these Accoutrements which the said Leopold Kircker repla-
-ced and those he Repaired could not thereby be Regarded parti-
-cularly as his Account, but in order to fulfill his Contract
with the Company, this Defendant therefore saith that the
said Leopold Kircker having so Replaced and Repaired part of
said Accoutrements he received with the Troop at the time he
succeeded to the Command of the Troop did not at all alienate
the property of the said Accoutrements from the Company
whose property they still remained — The Matter in difference
at present between this Defendant and the Company is this De-
fendant after he had contracted with the Company of the said
Troop, furnished the Troop with an entire suit of new Accou-
trement for the whole Troop, every article of which Accou-
-ments came from Europe and are actually the property
of the Defendant, and he must consequently have been at much grea-
-ter expence in providing the said Accoutrements than the deceased could
possibly have been who only Replaced those he received with the Troop
and in consideration whereof he received the Allowance of the aforesaid
Contract — And this Defendant saith it is but just the Complainant
should admit the decease Leopold Kircker delivered over the posses-
-sion of the said Accoutrements together with the Command of the
said Troop, unto this Defendant but this Defendant denies that
he delivered him the said Accoutrements as his property but with
a General Return of the Troop together with Horses Stores and Ac-
-coutrements &c. And this Defendant doth also deny that

Action and

commanded the said Troop as the Representative of the said Leopold
Kircker which the Complainant that evening agreed, & by the
the Governor and Council and with his Rank and Standing as Capt
of Cavalry by the Honble Company's appointment. And this D
dant saith that Lt Lippman in the proceedings before had with
that the said Leopold Kircker departed this life every short time
he this Defendant had taken the Command of the Troop as aforesd
said Contract allowance did in Course cease with his life, and
unto this Defendant as aforesaid, but this Defendant denies that he
same was paid unto him by way of Contract allowance, but
for the purpose of subsisting the Troop, And this Defendant
that what he did receive on that Account was barely sufficie
for the purpose, on Account of the bad condition and Disp
found the Accoutrements belonging to the Troop. And that D
dant saith he was under the Necessity of Displaying and D
ordinary parts of the said Accoutrements during the time they
in use with the Troop under his Command which in Effect
withstanding he had Made no contract with the said Capt
was performing the same conditions as the said Leopold Kircker
as this Defendant hath already set forth did only receive
of the Accoutrements belonging with the Troop as aforesd
and this Defendant saith when he contracted with the Capt
he furnished the Troop with as reasonable use of Accoutre
and certainly he was not obliged to furnish any before he
Contracted and deposited the like Accoutrements with the Capt
Store House for the use of the Troop, if the Complainant had
thought them the property of the deceased he might have
led them. This Defendant saith the said Leopold Kircker did
deliver over unto him the said Accoutrements especially
private property neither did this Defendant at any time
knows such be the Case, but this Defendant

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to the Company, of Captain Kircker had given the Defendant the Nature
of the Accoutrements seperately with a View that the Defendant should
have been Accountable to him alone for the said Accountrements as his
private Property, the Matter would have different, and he certainly
would have done so at the time he made the return thereof with the
Troop if had considered the said Accoutrements to have been his property
but knowing them not to be his property he made no Mention of

This Defendant further saith that the deceased Leopold Kircker
having drawn the whole subsistance for the Troop on the first of August
One Thousand seven hundred and seventy one which was before this
Defendant had taken the Command of the Troop about the Middle
of August when the Troop was getting in Readiness to March
from Cuddalore Captain Kircker delivered the Remainder of the Sub-
=sistance for that Month to Lieutenant Sieffert which to prevent
confusion in Accounts this Defendant did not Object to, but no
charge was given to Lieutenant Sieffert of the Stores and Accoutre-
ments belonging to the Troop, which he was well acquainted
could not be done, being inconsistent with the Nature of the Service
this Defendant being commander of the Troop the whole Charge of
the Troop fell upon him, more could this Defendant as commander
of the Troop have permitted the said Lieutenant Sieffert to have
taken charge of the Accoutrements or to have the Management of the
Contract for of the said Leopold Kircker had lived until the
first of September this Defendant would notwithstanding have
drawn the Abstract and Subsisted the Troop, the Management
thereof having devolved to this Defendant in Course with the
Command of the Troop, and the Pay Master could not consistent
with the Rules of the Service have paid the Subsistance to any other
person, this Defendant as Commander of the Troop having become
accountable to the Company for the Troop and all Matters Relating
and Respecting the Management and Subsistance of the Troop,

the

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the Complainant in his Surrejoinder saith that the Defendant taking the Command of the Troop and taking Charge of the Accoutrements &c was at that time the same as if Captain Hooper himself had commanded the Troop and been in possession of the Accoutrements, Certainly had Captain Hooper himself commanded the Troop at that time he would have drawn the Cloathing and subsisted the Troop and not commanded that Cloathing and Accoutrements should be kept for Natural to happen that the Complainant alone should be obliged to give Security for the Charge on him which alone belonged to the Defendant and for which the Defendant alone was answerable Therefore surprising the Complainant should give Security for the Charge of the said Accoutrements &c delivered to the Care of this Defendant and immediately intimate that his Horse and Accoutrements were delivered to him and Charge of Lieutenant Gifford, which is impossible the Charge of those Articles could not be given to two persons at the same time, and the inconsistent the Charge of them should be given to Lieutenant Gifford who was entirely under the Command of this Defendant as the said Troop

And it is hoped that the Complainant will not be thought unreasonable if Mrs. Sophia Hooker the said Accoutrements should be employed in the service of the Company without any Recompence for the same But this Defendant saith that the deceased did receive a Recompence so long as he subsisted the Troop and if the Complainant is now any thing further is due to the Estate of the deceased what the said Lopolis Hooker Deceased in his Life time the Complainant should demand the same from whom he had it and not from this Defendant

it is very unreasonable in this Defendant to make the Charge he has done for the Value of the said Accoutrements, for the Complainant has no where objected to the Right the said Company had in the use of the said Accoutrements, all the dispute upon is that the Company had no Right to the use of the said Accoutrements, without payment for the same, But if the said Company had a right in the use of the said Accoutrements and whether they ought or ought not to pay for the use of them, is it a Natural or a legal conclusion from thence that this Defendant should be held chargeable for the Value of the said Accoutrements, because they were used in the service of the Company when this Defendant commanded the Troop, nothing can be said more contrary to Law or to Equity in the Opinion of this Defendant, but more especially when it appears that the said Company had not only a Simple Title to the use of the said Accoutrements but also that the Real Title and property in and to the said Accoutrements was and is actually vested in the Company, from the Original Delivery thereof to the deceased upon his succeeding to the Command of the Troop, and the Utmost claim the Complainant can have to the said Accoutrements is from the Repairs they have received during the time they were under the Charge of the deceased as Commander of the Troop, which in the Opinion of this Defendant was a part of the Condition of his Contract and for which he received a valuable consideration.

And this Defendant further saith that his remark that the Accoutrements are entirely unfit for service,

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point of marching on the Murrow aw Expedition the Defendant was obliged from the very bad condition the Accoutrements were into Report them to General Smith as to tally unfit for Service, and which was the Occasion of the Troop not going upon that advantagious Service to the great disappointment and loss of this Defendant, and this Defendant saith that it was with the greatest difficulty that among the whole of the said Accoutrements of the Troop, a sufficient number could be found that could possibly admit of being Repaired to furnish a few orderly Men to go with the General upon the said Expedation and which was done at an expence considerably more than the Accoutrements themselves were worth, And in Respect of what the Complainant hath asserted of their being a quantity of New spare Stores provided and carried with the said Troop — This Defendant saith that he believes there were some trifling parts of the Accoutrements taken up with the spare stores which he believes had been been used but that they were now this Defendant absolutely denies, for they were totally spoilt by having lain along time in the Store Room and were much decayed, that when they came to be used on the March to Snicheneply were found to be far from New and in very bad Condition and were obliged to undergo the same Repairs and to be Replaced as aforesaid. And by way of the better to what the Complainant hath set forth that the Letters A and B annexed unto his Replication prove every thing that was intended by them, this Defendant saith that they do by no means prove that this Defendant is any way liable to pay the unjust demand of the Complainant but on the Contrary this Defendant is of Opinion they are a very strong argument in favor of this Defendant for Captain Cauley did actually pay for and purchase the Horses

Hereas the said Troop and Key were consequently
property and Interest in Cuncor that Key were claimed
by Captain as such and just and equitable that the
Company paid the Value Key were estimated at, but there
remained in Dispute of the Accoutrements, Keys were not the
property, therefore Key were not claimed as such by Captain
nor any value set upon them, because Key were Responsible
of the Company, Captain Cooley received the Accoutrements for the
Troop upon his Leading Captain Cooley without paying
consideration shall further on having any demand made upon
for the Accoutrement he had so Received, nor has this Defendant
heard of any Demand of any persons exceeding that
Command of the said Troop Making any consideration
for Deduction for the Accoutrements Key have Received with the
Troop in the Pursuing other Service, which seems a Natural
Conclusion that the Accoutrements used with the Troop have
always been considered as the property of the Company and not
private persons who have at different times Commanded
Troop and this Defendant doth deny that he has in any
of his proceedings used any Arguments to such as are
very Inimical to his defence against the unjust action brought
by the Complainants — And this Defendant doth also deny
there is any contradiction in these points of this Defendant
Rejoinder wherein he doth the Complainant insinuate
the Necessity thereof of Pursuing upon the Aforesaid Reasons
notwithstanding the Cause of their Repair &c and upon
by his saying he has Accoutrements for a Troop which he
brought from England from Repeat of the Accoutrements
this Defendant doth still persist that they were not Necessary
that want of Accoutrements

used because this Defendant had actually Accoutrements at the time
at Madras, but this Defendant saith that the Necessity proceeded
from the suddenness of the Orders of the Governor and Council and the
necessity of the Troop Marching in so short a time after, as they did,
but at any Rate is it Reasonable to suppose he would use his own
new Europe Accoutrements before he had made any contract with
the Company or that he would use them without knowing upon
what certainty or conditions, its true if there had been time to
have got these Accoutrements from Madras and to have sorted them
and delivered them out to the Troop he might have used them
if he had chosen but he conceives he was under no Obligation to do
so untill such time as he had contracted with the Company for
that purpose and more over this Defendant did not receive any
orders from the Governor and Council to take the Field with the
Troop with the New Accoutrements he had by him, But to take
the Command of the Troop which he did in consequence of
their orders and the Troop and the Accoutrements were ac-
cordingly delivered over unto this Defendant as aforesaid, And
this Defendant doth assert and will maintain that the said
Accoutrements were not fit Service when they were so deliver-
ed to this Defendant with the Troop and that they did not serve
the March to Trichinopoly, where when this Defendant arrived
he was at a considerable expence to put them in order by
replacing some and Repairing others to enable them to serve
the Troop upon the March to Tanjore where the said Troop was
not at any time upon Active Service nor could have acted
if it had been Necessary on Account of the bad condition of
the Accoutrements, And this Defendant was again obliged
at the Return of the Troop to Cuddalore to Replace and

Repair

Repair the said Accoutrements to enable them to March back to Cuddalore, where the Accoutrements of the Troop were Exchanged, and in that Account could not go upon any Expedition, this is the true State of the Service and Duty that the said Troop was of, And they could not have done of that Duty and Service if they had not been Replaced from time to time by this Defendant at many considerable Charge and Expence as aforesaid Viz^d, this Defendant therefore answering unto the Seventeenth Allegation Saith that the said Accoutrements so Lent and Delivered to the Troop in the State and condition they were in question but Lent to Repair and Replacing to Make them as full as upon the Muster and which was after many Attempts accomplished in Consequence And this Defendant further saith that if the Complainant has Frequently entered into Agreements with the Troop for particular Reasons why this Defendant should pay the Expence made upon them this Defendant saith he was Ignorant thereof Cost of the time and Expence the said Accoutrements were and under the Command of this Defendant this Defendant Marched Cuddalore the twelfth day of August which was in the Year of One Thousand seven hundred and twenty one to Trichinopoly and the Army the eighteenth day of August and Remained until the fourteenth day of September during which time they the Repairs aforesaid when they Marched to the Siege of Seringapatam returned back to Trichinopoly the Fifteenth day of November same Year where they Remained in Cantonments and Lay inactive until the Eighteenth day of May in the following Year when they turned to Cuddalore as aforesaid without mention of their Long many Months as the Complainant hath falsely Alledged they in Effect only and Two Days which they could not have performed

did in Repairing them, And after all the Repairs they Received from this Defendant they would hardly hold together and were deemed Notwithstanding all Repairs unfit for Service by Captain Robson and Lieutenant Thornton when they examined them at Cuddalore, after which the Defendant deposited them as the Property of the Company in the Company's Store House for the Troop at Cuddalore And this Defendant saith the Expectations of the Complainant that this Defendant would take of the Stores &c^a at Reasonable Valuation were not founded upon Justice as this Defendant could not purchase and the Complainant had no Right to dispose of, And this Defendant further saith that the Matters Respecting the Valuation of the Accoutrements are those which have been Setforth by the Defendant in his Answer and Rejoinder and not as the Complainant hath unjustly set them forth to be in his Bill of Complaint and his Replication And this Defendant Denies that he is any way bound thereby or that he ever had any intention or did promise to pay the Amount at which they were value as setforth by the Complainant or in any other way or on any other Account Whatsoever And that the several Allegations made by the Complainant in support of his said unjust Charge are weak and insufficient.

And this Defendant lastly saith that as to any other Matters or things alledged and Setforth in the said Surrejoinder which are not specially and Surrejoinder unto this Defendant hath the same are untrue imperfection and Evasive

All which Matters and things this Defendant is ready to Verify Maintain and prove in such Manner and form as this Hon^ble Court shall direct and most humbly prays as in and by his said Answer and Rejoinder he hath already prayed.

W^m Dudley

Att^y for the Defend^t

(918)

Interrogatories to be ad-
-ted to such Witness as shall be pro-
-duced and Examined on the part and
behalf of the Complainant in a certain Cause
depending in the Honorable the Court
of Chancery between Thomas Kirker
Duncan Buchanan of Cassalore
gent in the Service of the United Co
of Merchants of England Trading
East Indies Surviving Executor
Last Will and Testament of Lepol
ker Deceased Late Captain in the
of the said United Company of
-ment and John Collin Tongue
in the Service of the said United
-gis Defendants.

To all the Witnesses ... } 1st Do you know the parties Complainant
Defendants in this Cause or either of them, If yea, how long
have you so known them or either and which of them
-clare.

To Captain Frances Robson ... 2d Did you or did you not know the Deceased
-tain Leopold Kirker in his Lifetime, If yea, Did he
he not in his Lifetime Command a Troop of Horse in the
-vice of the United Company of Merchants of England
-ding to the East-Indies, If yea, Did he or did he not
Contract with the President and Council of Fort St. Geo
as Agents to and for and in Account of the said United
-pany or Otherwise and how and for the Terms belonging
the said Leopold

(919)

Troop, If yea, Did or did not the said Leopold Kirker
Purchase or provide any different Articles for that purpose
If yea, Did or did not any Articles so Purchased or Provided
by the said Leopold Kirker Remain with the said Troop
at the time of the Decease of the said Leopold Kirker, If yea,
were or were not such Articles as did so Remain with the
said Troop considered as the private property of the said
Leopold Kirker and which he might have made Use of if he
he lived and Entrusted to Command the said Troop from
time to time as there had been Occasion for them for the said
Troop & were they or were they not or could they or could they
not with propriety, to the best of your Knowledge and belief
be Considered as belonging to the said Troop and then al-
-ready paid for by the said Contract & Was or was not
John Collin Tongue the Defendant in this Cause at any
time and how long before the Decease of the said Leopold
Kirker, Either on Account of the said Leopold Kirker
being Indisposed and Unable to go into the Field with
the said Troop, Or otherwise and how, Ordered by the
said President and Council of Fort Saint George or any
other person or persons and whom to take the Charge or
Command of the said Troop and to March them to
Camp — If yea, Did or did not the said John Collin
Tongue take the Charge or Command of the said Troop
and March them Accordingly, If yea, Did or did not
the said John Collin Tongue take possession of the pri-
-vate Stores that Remained with the said Troop as before
mentioned and Did he or did he not Use or Cause the
said Stores to be Used with and for the purposes of the
said Troop & Was it or was it not at any time after
the Decease of the said Leopold Kirker and if Since

Corker

Order the said Leopold Kember of the County aforesd by
whom the Complainant as surviving Executor of the
Leopold Kember and the said John Ellen Tonge, the Defd
that the Slaves which remained as aforesaid Should be
by two persons, One to be Chosen by each of the said parts
as thereunto and how, and in case either the said parts
to abide by such Valuation Was you or either of you ap-
pointed to Value the said Slaves by or on the part of the
plainant or the said Estate and to settle the proportion
to be paid by the said Defendant to the Complainant,
were or was not Lieutenant Tempest Thornton appd
to Value the said Slaves and Settle the said Charges
on behalf of the said Defendant, If yea Did you or
said Tempest Thornton or Did you not Value and
a price on the said Negroes and Settle the proportion
paid by the said Defendant to the Complainant and
If yea, Did or did Not the Complainant and Defd
agree to such Valuation and Charges Either with
knowledge of you or the said Tempest Thornton or
were and how Was or was not the said Negroes
Charges reduced into Writing, and was or was not
the same signed by the Complainant as Executor
as aforesaid & And was or was not a certificate at the
Bottom thereof signed by you or one of you or
Account and Certificate or such other Writing were pro-
duced and shown to you at the time of your Exam
mation the same that was so Valued into writing
signed by the Complainant

And does or does not the said Accoutrements the
full and whole Valuation and Charges made
by you and the said Tempest Thornton
and Agreed to by the Complainant and
Defendant and which the Defendant was
to pay to the Complainant as beforementio-
ned? The whole of these Matters Accord-
ingly to the best of Your Knowledge Remem-
brance 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, or have you heard or can you set forth
any thing touching the Matters in Question
in this Cause that may tend to the benefit or
advantage of the Complainant, If yea De-
clare the same as you know have been In-
formed or do believe together with the Rea-
sons of such your belief as fully as if you
had been thereunto particularly Interrogated

Jno Sykes Jr
Atty for the Compt.

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Captain Tonyn

	£
To feeding a Company's Horse left sick at Cuddalore from the 31st of September to the 7th October	4
To Black Servis attending on Ditto	1
To Cash advanced Serjeant Wills to feed Hawkers Horse on the March Comp	2
To 57 Saddles & Bridles Compleat with furniture & Cloth Rugs each	142
To Head Stalls Nose Bags & Forage Ropes	8
To Water Buckets, Curry Combs, & Grain Bags for Ditto	20
To 2 Grain Kettles	1
To Combs for covering Sick Horses	2
To 124 Yards of Linen Cloth for Bridoons	2
To Bullocks Hides & Sheep Skins	1
To 4 New Saddles	2
To 18 Double Cinch Girths	1
To 18 Single Ditto	1
To 6 Do Surcingles	1
To 9 Do Bridles	1
To 1 Do Head Stall	0
To 18 per Do Nose Leathers	1
To 9 Do Crupers	2
To 10 per Halter Pins	1
To 6 per Pairs Country made	6
To 6 Sets of Tumblers	
To Cash of the late Captain Kirker advanced by his Executors to the Housekeeper & Confidential Servants of the Corps Stables out of their pay by Captain Tonyn	32
To Mrs Tyler the Attorney's Charge for his trouble	6
Cuddalore 4th July 1772 E.E.	318

Errors Excepted — Buchanan

To the late Captain Kirker

This is to certify that the above mentioned Horse accounts were settled by Lieutenant Thornton on the part of Captain Tonyn & the Executor for the part of Captain Kirker's Estate, and the above prices agreed to by Captain Tonyn & Mr. Buchanan in presence of Lieut. Thornton &c.

Robson Esq.

(223)

This Paper Writing was Shewn to Francis Robson at the Time of his Examination before me in a Cause depending in the Hon^ble the Mayor's Court of Madraspatnam wherein Duncan Buchanan of Cuddalore Surgeon in the Service of the United Company of Merchants of England trading to the East Indies surviving Executor of the last Will & Testament of Leopold Kircker Deceased late Captain in the Service of the said United Company is Complainant and John Collins Tonyn Captain in the Service of the said United Company is the Defendant this 13th day of October Anno Domini 1772.

Hall Plumer
Exam^r

Mayor's Court at Madraspatnam

Between Duncan Buchanan of Cuddalore Surgeon in the Service of the United Company of Merchants of England Trading to the East Indies surviving Executor of the last Will and Testament of Leopold Kircker Deceased late Captain in the Service of the said United Company Complainant and John Collins Tonyn Captain in the Service of the said United Company Defendant

Depositions

(24)

Depositions of Witnesses taken in Matter

by and before the Examiner in this Court as follow

On the Part of the Complainant

Francis Rolson Captain of a Company in the Service of the

Company of Merchants of England Trading to the East Indies Aged

Years or thereabouts being Produced as a Witness in this Cause on the

Complainant and being on the 13th Day of October sworn Deposeth as follows this —

1st ..... To the first Interrogatory this Deponent saith that

doth Know the Complainant Duncan Buchan

Cause and that he hath so Known him Eight

thereabouts and that he doth also know John Collin

Synyer the Defendant in this Cause and that he hath so known him Three Months or thereabouts and

saith not to this Interrogatory —

22 To the second Interrogatory this Deponent saith

did Know the Honble Captain Leopold Kircker

Lifetime and that he died in his Life time Commander

Troop of Horse in the Service of the United Company

Merchants of England Trading to the East Indies

that Fleet by Contract with the President and Co

of Fort Saint George, as Agent to and for and on

of the said United Company for the Horses belong

said Troop and for Accoutrements for the said

— That the said Leopold Kircker in his Life time

med this Deponent that he did purchase and provi

several Different Articles for that Purpose

(25)

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Leopold Kircker did remain with the said Troop at the Time of the Decease of the said Leopold Kircker — That such Articles as did so remain with the said Troop were Considered as the private Property of the said Leopold Kircker and which He might have made Use of if had He continued to Command the said Troop from Time to Time as there had been Occasion for them, for the said Troop, and that they could not with Propriety, to the best of this Deponents Knowledge and belief be considered as belonging to the said Troop and those already paid for by the said Contract — That John Collin Synyer the Defendant in this Cause, about a Month, more or less, to the best of this Deponents recollection, before the Decease of the said Leopold Kircker — on Account of the said Leopold Kircker being indisposed and unable to go into the Field with the said Troop, did take the Charge and Command of the said Troop and march them to Camp — but whether ordered so to do by the said President and Council of Fort Saint George or any other Person or Persons on whom this Deponent cannot tell — That the said John Collin Synyer did take possession of the private Stores that remained with the said Troop as before mentioned, and that he did Cause to be used some of the said Stores with and for the Purposes of the said Troop that to the best of this Deponents recollection and Belief about nine Months after the Decease of the said Leopold Kircker and about six Months after the Decease of Simyon Corker, the said Leopold Kircker's other Executor, there Agreed by and between the Complainant as Surviving Executor of the said Leopold Kircker, and the said John Collin Synyer the Defendant, that the Stores which remained

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Deposition of Witness taken in the Cause

Sworn and before the Examiner in the Court as followeth

On the Part of the Complainant

Francis Robson Captain of a Company in the Service of the United Company of Merchants of England Trading to the East Indies aged Fifty Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant and Sworn on the 13th Day of October one Thousand Seven Hundred and Twenty Deposeth as followeth Viz.—

1st ..... To the first Interrogatory this Deponent saith that he doth Know the Complainant Duncan Buchanan Esqr. and that he hath so Known him Eight or Nine Years or thereabouts And that he doth also know John Collin Senyor the Defendant in this Cause And hath so Known him Three Months or thereabouts last past

To the second Interrogatory this Deponent saith that he did Know the Deceased Captain Leopold Kircker in his Life time And that he was in his Life time Commander of a Ship or Shipps in the Service of the United Company of Merchants of England Trading to the East Indies And that He Died in Council with the President and Council of Fort Saint George as Agent to and for and on the Behalf of the said United Company And the Moneys belonging to the said Deceased and the Accountants for the said Ship and Ships

That the said Leopold Kircker in his Life time Commanded this Deponent that He did purchase and provide several Different Articles for that Purpose

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Leopold Kircker did remain with the said Troop at the Time of the Decease of the said Leopold Kircker— That such Articles as did so remain with the said Troop were Considered as the private Property of the said Leopold Kircker and which He might have made Use of had He continued to Command the said Troop from Time to Time as there had been Occasion for them, for the said Troop, and that they could not with Propriety, to the best of this Deponents Knowledge and Belief be considered as belonging to the said Troop and those already paid for by the said Contract— That John Collin Senyor the Defendant in this Cause, about a Month, more or less, to the best of this Deponents recollection, before the Decease of the said Leopold Kircker— on Account of the said Leopold Kircker's being indisposed and unable to go into the Field with the said Troop, did take the Charge and Command of the said Troop and march them to Camp— but whether ordered so to do by the said President and Council of Fort Saint George or any other Person or Persons from whom this Deponent cannot tell — That the said John Collin Senyor did take possession of the private Stores that remained with the said Troop as before mentioned, and that he did Cause to be used some of the said Stores with and for the Purposes of the said Troop that to the best of this Deponents recollection and Belief about nine Months after the Decease of the said Leopold Kircker and about six Months after the Decease of Simeon Corker, the said Leopold Kircker's other Executor was Agreed by and between the Complainant as Surviving Executor of the said Leopold Kircker, and the said John Collin Senyor the Defendant, that the Stores which remained

remained as aforesaid should be valued by two Persons
One to be chosen by each of the said Parties — And that
the said Parties were bound by such Valuation — That this
Deponent was appointed to Value the said Stores
and on the Part of the Complainant and to settle the
per Charges to be paid by the said Defendant to the Com-
plainant and that Lieutenant Tempest Thornton was
appointed to value the said Stores and settle the Charges
by and on behalf of the said Defendant, that this Dep-
-ponent Thornton and this Deponent did value all the
Articles in the said Articles, and all the Charges
to be paid by the said Defendant to the Complainant
-ingly — That the Complainant and Defendant
agree to such Valuation and Charges in the Bond
this Deponent and the said Tempest Thornton, the
Articles and Charges were reduced into Writing
that the Paper marked this now produced & shewn to
was not signed by the Complainant as Executrix
said, neither was there any Certificate at the Bottom
signed by this Deponent, that the Account and Cert
or Paper Writing now produced and shewn to this
ment at the time of his Examination and marked
signed by the Complainant as Executrix aforesaid and
a Certificate at the bottom signed by this Deponent
an Exact and faithful Copy, as far as regard the Stores
the Paper Writing which was produced at the time
Valuation and agreed to by the Parties as aforesaid, and
that in the Paper Writing now produced, wherein

Estate of the Deceased, and the Certificate at the Bot-
-tom abovementioned, that with out the said Two
last Additional Charges the Paper now produced
Contains an Account of the full and whole Valuation
and Charges made by this Deponent and the said
Tempest Thornton, and agreed to by the Complainant
and Defendant and which the Defendant was to pay
to the Complainant as before mentioned — And
more saith not to this or the last Interrogatory.

Hall Plumer
Cam.r

Robson

Further Additional Inter
rogatories to be Administered
to such Witnesses as shall be produ
ced Sworn and Examined on the
part and behalf of the Complainant
in a certain Cause now Depending
and at Issue in the Honorable the
Mayor's Court at Madraspatnam
wherein Doreen Buchman of
Cuddalore Surgeon in the service
of the United Company of Mer-
-chants of England Trading to
the East Indies surviving Exec-
-tor of the last Will and Testament
of Leopold Kircher deceased
late

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Life Captain in the Service of the
United Company in Complainant
John Collin Tongue Captain in the
of the said United Company in D

To all the Witnesses } 1. Do You know the parties Complainant and D
-dant in this Cause or either of them, If Yea declare
you or known them or either and which of them
To Mr. James Byrne 2. Did you or did you not know Leopold
Lieu. Leopold Kircker in his Lifetime, If Yea
do you not know any thing of a Troop of Horse
the said Leopold Kircker, Commanded in his
In the Service of the United Company of Merchant
of England Trading to the East Indies and which
Commanded by John Collin Tongue the Defendt
this Cause, If Yea, Do you or do you not know
said Leopold Kircker being so Commissionated
the Month of August One Thousand seven hund
and Twenty One, If Yea, Did or did not the
-dant in this Cause about the said time take
Command of the said Troop of Horses and mar
with the same on account of the Indisposition
said Leopold Kircker, If Yea, Do you or do
not know how the said Troop of Horse was fit
out, If Yea Do you or do you not know what
the said Troop was or was not fitted out for
able to go on Expedition, If Yea, Did or did not
said Defend

Expedition at or about the time before mentioned, If
Yea, on what Expedition. 3. How long and in or on
what Service were the said Accoutrements used
while the said Troop was Commanded by the said
Defendant. 4. The whole of these Matters according
to the best of Your knowledge Remembrance Informa-
tion and belief fully and Particularly Declare.

To Lieutenant George Nodder 3d. Are You or are You not Acquain-
-ted with the Hand Writing of the Deceased Benjamin
Frederick Rakell, If Yea, Do You or do You not know
or verily believe that the Name "Rakell" Set or Sub-
-scribed to the return or Paper Writing now produced
and shewn to you at this the time of Your Examination,
together with the Addition "Lieu.t Mas.r thereunto put are
of the proper Hand writing of him the said Benjamin
Frederick Rakell, was or was not the said Benjamen
Frederick Rakell Cornet and Quarter Master or some
other and what Officer in or belonging to the Troop of
Horse Commanded by the Deceased Captain Leopold
Kircker in his Lifetime and now Commanded by John Collin
Tongue the Defendt in this Cause. The whole of these Matters
according to the best of Your knowledge Remembrance
Information and belief fully and Particularly Declare

To Ditto 4th. Do You know of any other Matter or thing or have
you heard or can You set forth any thing touching the
Matters in Question in this Cause that may tend to the be-
-nefit or Advantage of the Complainant, If Yea, Declare
the same as you know have been Informed or do be-
-lieve together with the Reasons of such Your belief
as fully as if you have been thereunto Particularly
Interrogated.

Jno. Sykes.
Att.y for the Compl.t

(D.38)

Late Captain in the Service of the
United Company in Complainan
John Allin Tongue Captain in the
of the said United Company in De

To all the Witnesses

1st. Do You know the parties Complainant and De-
dant in this Cause or either of them If Yea How long
you or known them or either Or which of them

To Mr James Byrne 2d Did you or did you not know the
late Captain Leopold Kircker in his Lifetime If Yea
do you not know any thing of a Troop of Horse
the said Leopold Kircker Commanded in the
In the Service of the United Company of Merchan
of England Trading to the East Indies and which
Commanded by John Allin Tongue the Defend
this Cause If Yea Do You or do you not know
said Leopold Kircker being so dies possessed in
the Month of August One Thousand seven hund
and Seventy One If Yea Did or did not the
-dant in this Cause about the said time take
Command of the said Troop of Horses and Mar
with the same on Account of this Incorporation
said Leopold Kircker If Yea Do You or do
not know how the said Troop of Horse was fo
ent If Yea Do You or do You not know whet
the said Troop were was not fitted and sent
the Coast on Expedition If Yea Did or did not
said Def

Expedition at or about the time before mentioned If Yea, on what Expedition? How long and in or on what Service were the said Accoutrements used while the said Troop was Commanded by the said Defendant? The whole of these Matters according to the best of Your knowledge Remembrance Information and belief fully and Particularly Declare

To Lieutenant George Nodder 3d Are You or are You not Acquainted with the Hand Writing of the Deceased Benjamin Frederick Rakell If You Do You or do You not know or verily believe that the Name "Rakell" set or subscribed to the return or Paper Writing now produced and shewn to you at this the time of Your Examination together with the Addition "Lieut. Mas.r" thereunto put are of the proper Hand writing of him the said Benjamin Frederick Rakell? was or was not the said Benjamin Frederick Rakell Comet and Quarter Master or some other and what Officer in or belonging to the Troop of Horse Commanded by the Deceased Captain Leopold Kircker in his Lifetime and now Commanded by John Allin Tongue the Defend.t in this Cause The whole of these Matters according to the best of Your knowledge Remembrance Information and belief fully and Particularly Declare

To Ditto 4th Do You know of any other Matter or thing or have you heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Complainant 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 have been thereunto Particularly Interrogated

Jno Sykes 2
Att.y for the Compl.t

A Monthly Return of Stores Belonging to Captain Kircker Deceased an Account of Items Issued to Complet the Troop & Taken to Camp and Remaining in Store at Cuddalore for the Month of August

Quality of Stores	Remained agreat Return	Returned	Issued	Taken to Camp by Order of Captain Kircker	Store Left Cuddalore
New Saddles	24	"	2	1	21
Do Old	16	1	"	"	17
Camp Double Girths	184	"	15	18	181
Do Single Do	143	"	12	13	117
Do Surcingles	8	"	"	6	2
Do Bridles	4	"	"	4	"
Do Headstalls	1	"	"	1	"
Do Stirrup Leathers in Pair	56	"	2	18	36
Do Carpenters	30	"	17	7	6
Holsterflaps in Pairs	22	"	21	10	1
Cairns Country Made	25	"	12	6	7
Headstalls	17	"	20	"	17
Martingale	10	"	14	"	14
Surcingles	"	2	13	"	1
Carbines	43	1	2	12	32
Pistol Pairs	55	1	"	8	48
Swords	32	1	"	12	21
Do Belts	29	1	"	12	18
Bandileers	47	1	"	10	38
Cartridge Boxes	42	1	"	10	33
Ramrods	71	"	"	71	"
Pickers	67	"	"	67	"
Worms	61	"	"	61	"
Carbine Flints	100	300	200	200	"
Pistols Do	"	"	"	"	"
New hats	4	"	"	"	4
Do Belts	5	"	"	"	5
Do Breeches	1	"	"	"	1
Drums	1	"	"	1	"
heads	3	"	"	3	"
Cords	6	"	"	"	6
Drums	"	"	"	2	2
Sticks	1	"	"	"	1
Flank hoops	5	"	"	"	5
Camp Leg Line	1	"	"	"	1
Surcingles in Sets	20	1	"	1	18
Breast Plate	6	"	"	6	"
Boots	6	"	"	"	6
Shoes	4	"	"	"	4

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This Paper Writing was shewn to Lieutenant George Nedler at the time of his Examination before me in a certain Cause now depending and at Issue in the Hon^ble the Mayor's Court at Madraspatnam wherein Duncan Buchanan of Cuddalore Surgeon in the Service of the United Company of Merchants of England Trading to the East Indies Surviving Executor of the last Will and Testament of Leopold Kircker Deceased late Captain in the Service of the said United Company is Compl^t and John Collin Tonyn Captain in the Service of the said United Company is Defendant this 17^th Day of May Anno Domini 1776.

J. Welch
Exam^r

Mayor's Court at Madraspatnam

Between Duncan Buchanan of Cuddalore Surgeon in the Service of the United Company of Merchants of England Trading to the East Indies Surviving Executor of the last Will and Testament of Leopold Kircker Deceased late Captain in the Service of the said United Company Complainant and John Collin Tonyn Captain in

The Service of the said United Company — Defendant —

On the Part of the Complainant

Depositions of Witnesses Taken in the Cause by and before the Examiner in this Court pursuant

Mr. James Byrne Lieutenant Major in the Service of the United Company of Merchants of England Trading to the East Indies aged 29 Years being Produced as a Witness in this Cause on the Part of the Complainant was on the 20th Day of May 1776 Examined on the Affidavit of Mr. Henry Dising who is Attorney for the Defendant by Cross Interrogatories my Servant who also left him a Note of the Name Style and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent saith that he doth know the Complainant Duncan Cockburn in the Cause and that he hath acquainted him for Years Months and Hours — And that he doth also know the Defendant John Collin Sonyre in the Cause and that he hath acquainted him three years and in half a Hundreds — And more saith not to this Interrogatory —

To the second Interrogatory this Deponent saith that he did Know the Deceased Captain Leopold Kircker in his Lifetime — and that this Deponent does know of the Troop of Horse which the said Leopold Kircker Commanded in his Life

Company of Merchants of England Trading to the East Indies and which is now Commanded by Captain John Collin Sonyre the Defendant in this Cause — That this Deponent does know that the said Leopold Kircker was Indisposed in or about the Month of August one Thousand Seven Hundred and seventy one, and that the said Defendant in this Cause did at or about the said time take the Command of the said Troop of Horse, and marched with the same, but whether it was on Account of the Indisposition of the said Leopold Kircker that he did so this Deponent knows not — That this Deponent does know how the said Troop of Horse was fitted out, and that this Deponent thinks to the best of his Knowledge that the said Troop was fitted out so as be able to go on an Expedition, and that the said Defendant did March with the said Troop on an Expedition at or about the time beforementioned, and on an Expedition against Tanjour — and that the said Accoutrements were made from the time the said Troop marched on the Expedition against Tanjour until their Return which was to the best of this Deponent Remembrance in March One Thousand Seven Hundred and Seventy Two and more Saith not to this or the last Interrogatory

James Byrne

J. Welch
Exam

Mayors Court at
Madrasapatnam

Between Duncan Dunn Esqr
Mayor of Cuddalore Surgeon in the
Service of the United Company of
Merchants of England Trading to
the East Indies Surviving Executor
of the Last Will and Testament of
Leopold Kircker Deceased late
Captain in the Service of the said
Company as Complainant And John
Collin Tonyn Captain in the Service
of the said United Company
Defendant

On the Part of the Complainant

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

Lieutenant George Nodler in the Service of the United
Company of Merchants of England Trading to the East Indies
Aged 36 Years being Produced as a Witness in this Cause on the Part
the Complainant was on the 15th day of June 1776 Sworn to the Truth
of Mr Henry Du Pre who is Attorney for the Defendant by Lindsay his
Servant who also left him a Note of the name Title and Place of Abode
the said Deponent and afterwards on the same Day being sworn
amined Deposeth as follows.

To the First Interrogatory this Deponent saith

in this Cause — and more saith not to this Interrogatory

To the Third Interrogatory this Deponent saith that he thinks that he is acquainted with the Hand Writing of the Deceased Benjamin Frederick Ratzell that this Deponent does verily believe that the name Ratzell set or Subscribed to the Return or paper Writing now produced and Sworn to him at this the time of this Examination, together with the Addition Qr Mastr thereunto Just are of the proper Hand Writing of him the said Benjamin Frederick Ratzell

This Deponent knows that the said Benjamin Frederick Ratzell was Quarter Master belonging to the Troop of Horse Commanded by the Deceased Captain Leopold Kircker in his lifetime and now Commanded by John Collin Tonyn the Defendant in this Cause but whether he was also Cornet this Deponent knows not — and more Saith not to this or the last Interrogatory

Geo: Nodler

J. Welch
Exam.

Additional Interrogs
to be Administered to each Witness
shall be sworn and sworn Duly
on the part and behalf of the
mant in a Certain Cause Depend
ing and at Issue in the Right
Mayors Court at Madrastapa
Wherein Duncan Cumberland
Surgeon in the Honble
United Company of Mer
England Trading to the East
Lawfully Executor of the
and Testament of Leopold
Deceased Late Captain in the
of the said United Company
plaintiff And John Cotton Tonyn
Esqr in the Service of the
Company is Defendant

To Gamganah 1. Do You know the parties Complainant
Defendant in the Cause or either of them. If Yea
how Long are You known them or either Severally
clare.

To Ditto 2. Did You or did You not know the said
Leopold Kircker in his Lifetime. If Yea Did
live with or serve the said Captain Leopold Kircker
in what Capacity did You or Live with him
Did or did not the

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Company of Merchants of England Trading to the East Indies, If Yea, Did or did Not the said Leopold Kircker at any time or times Purchase or Provide and pay for any different Articles for the said Troop of Horse, If Yea, Did or did not any Articles so Purchased or Provided by the said Leopold Kircker remain at the time of the decease of the said Leopold Kircker, If Yea, Did or did not any & What quantity of Gram so Remain, If Yea, In Who Custody or Under Whose Care was the said Gram kept. & Did You or did You Not Sell or Deliver unto Captain John Cotton Tonyn the Defendant in this Cause or any person & Whom for him or on his Account any and what Quantity of Gram, If Yea, who was the Price or Value of the said Gram Which You so Sold or Delivered to the said Captain John Cotton Tonyn the said Defendant or his Order or to any person in his Account, did or did not the said Gram belong to the said Captain Leopold Kircker or his Executor or or Estate, Did or did not the said Captain John Cotton Tonyn the said Defendant or any person for him pay You for the said Gram? Or did You or did You not leave the same to be Settled between the said Captain Tonyn the said Defendant & the Complainant in this Cause as Executor of the said deceased Captain Kircker? Or otherwise & how. & the whole of this Matter According to the best of your knowledge Remembrance and belief fully & Particularly Declare.

To Ditto 3d. Did You or did You not at any time before the decease of the said Captain Leopold Kircker About or a little before, & how long before the said Troop of Horse

Horse Marked from Prospasture Under Mention
-ment of Captain Silas Castle Sayne the Defendant
in This Cause Admeasuring & What Sum of Money the
Housekeepers & Grass Cutters for belonging the
said Horse, If Yea, How Much money did You
advance to the said Housekeepers & Grass Cutters &
Where Money was it and by whom Order'd for
to Admeasure the same & Were you present When Money
Admeasured at Instant & was it Not Admeasured
in Absence of Yourself or Partner or Otherwise How
& why was the said Money so Admeasured & Did you or
the said Housekeepers & Grass Cutters by your order
said Money might be Admeasured & Did you order
not Admeasure any Money to the said Housekeepers
Grass Cutters on Your own Account either Absolute
or otherwise & Did you not Duncan Buchanan the
Complainant in this Cause give You Credit for the
Money or Allow the same in Account or Charge
-count with You Relative to the Estate of the Deceased
Kincker & Particulars of the Matter according to the
best of Your Knowledge Remembrance and Belief
fully & Particularly Declare

So Ditto 4th Do You or do You Not know any thing of the
Intention in this Cause belonging to the Estate
of Horses Commanded by the Deceased Leopold
Kincker having been Likewise time before the

was or was not Sick at the time of the decease of
of the said Leopold Kincker, If Yea, where was the
said Horse at the time of the decease of the said Leo-
-pold Kincker & Was or was Not the said Horse at
the time of the decease of the said Leopold Kincker
at the United English East India Companys Sta-
-bles at Prospasture or was or was not the said
Horse at the Home of the said Leopold Kincker
at Newtown or where else & Who paid the Expen-
-ces attending the said Horse & what did such
Expences Amount to & The Whole of these Matters
Accordingly to the best of Your knowledge Re-
membrance Information & Belief fully and
particularly Declare

Ditto 5th Do You know of any other Matter or thing or
have You heard or Can You set forth any thing tou-
-ching the Matters in Question in this Cause that may
tend to the benefit or Advantage of the Complainant,
If Yea, Declare the same as You know have been
informed or do believe together With the Reasons of
such Your before as fully as if You have been here-
unto particularly Interrogated

Jno. Sykes. 2
Atty for the Compltt

Between Duncan Buchan
of Cuddalore Surgeon in the Service
of the United Company of Merchants
of England Trading to the East
Indies Surviving Executor of the Last
Will and Testament of Leopold
Kirker Late Deceased Late Captain in
the Service of the said United
Company Complainant and John
Collin Tonyn Captain in the Ser-
vice of the said United Compa
Defendant

On the Part of the Complainant

Depositions of Witnesses taken in the Cause
at the House of Lieutenant Colonel Kerr for His
majesty on the 4th day of May 1785 in pursuance of
a Commission Issuing out of the Mayors Court of
Madraspatnam Directed to Us

Jangamale of Madraspatnam aged Thirty four Years or
thereabouts being Sworn and Examined on the part of
the Complainant this 4th day of May 1785

And saith as follows

To the 1st Interrogatory This Deponent saith that he doth know the Com-
plainant Duncan Buchanan Surviving Executor of
the Last Will and Testament of Leopold Kirker
and that he hath known him four Years
or thereabouts and Doth

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Defendant Captain John Collin Tonyn And that he hath so
known him four Years or thereabouts

To the 2d Interrogatory This Deponent saith that he did know Captain Leopold
Kirker in his Life time and that he did live with and
Serve Captain Kirker in the Capacity of a Dubash, and
That the said Captain Kirker Did in his Life time Com-
mand a Troop of Horse in the Service of the United Com-
pany of Merchants of England Trading to the East Indies
and that the said Captain Kirker at times did Purchase
and provide and pay for Different Articles for the said Troop
of Horse — And that Some Articles so purchased or provi-
ded By the said Leopold Kirker did remain at the time
of the Decease of the said Leopold Kirker — And that a Quan-
tity of Gram did Remain and in the Custody or Care of him
(the Deponent) And that he did Deliver the said Quantity
of Gram to Captain John Collin Tonyn, By Order of Lieut.
Sylvester One of Captain Kirkers Officers in the above Men-
tioned Troop and that the Value of the said Gram so Delivered
to Captain Tonyn was About twenty four Pagodas, and tha
the said Did Belong to the said Captain Leopold Kirker
— and that He (the Deponent) has not received One single
Cash for the said Gram, and that he did Leave the same to be
Settled Between the said Captain Tonyn the Defendant
and the Complainant in this Cause as Executor of the said
Deceased Captain Kirker, And more this Deponent Saith
not to this Interrogatory

To the 3d Interrogatory This Deponent Saith that he did about a Little while Before
the Troop Marched from Trichapalore Under the Command
of Captain Tonyn Advance Money of his Masters to the

Amount of Sixteen Hundred and Forty Pagodas to the
Horse keepers and Grass Cutters and by his Masters Or-
der and that the said Advance was in part of their
Wages, and that the said Horse keepers and Grass Cutters
Did require that the said money might be Allowed them
— this Deponent Also saith that he the Deponent has
at times Allowed the Horse keepers and Grass Cutters
on his own Account at Interest, and have had said
advances Regularly paid him by the said Horsekeep-
and Grass Cutters that Duncan Buchanan the Complai-
nant in this Cause in Settling his Accounts Relative to
the Estate of the said Leopold Kircker Did recover from
him (the Deponent) the sum of 65 Pagodas which he
Being the Amount of What he the Deponent had
his Master, and further this Deponent saith not to the
Interrogatory.

To the 4th Interrogatory, This Deponent saith He has no Direct
— regular of any particular Horse being sick, but
when any Were sick, they Used to apply to him (the
Deponent) For Medicine, and more he saith not to
this and the Last Interrogatory.

H. Harper
M. Lynch } Commissioners

Further Additional Interrogatories to be Administered to such
Witnesses as shall be Produced Sworn
and Examined on the part and behalf of
the Complainant in a certain Cause now
Depending and at Issue in the Hon^ble
the Mayors Court at Madraspatnam
Wherein Duncan Buchanan of Cuddal-
lore Surgeon in the Service of the United
Company of Merchants of England Tra-
ding to the East Indies Surviving Exec-
utor of the Last Will and Testament of
Leopold Kircker deceased late Captain
in the Service of the said United Com-
pany is Complainant and John Allen
Tompson Captain in the Service of the said
United Company is Defendant.

To Edward Johnson, Do you know the parties Complainant
and Defendant in this Cause or either of them, If yea, How long
have You to known them or either and which of them Declare

Ditto 2d Did you or did you not know the deceased Captain Leopold
Kircker in his Lifetime, If yea, Did or did not the said Leopold
Kircker in his Life time Command a troope of Horse in
the Service of the United Company of Merchants of England
Trading to the East Indies, If yea, Was you or were you not
Order to the said troop? Do you or do You not know of John
Allen Tompson the Defendant in this Cause Marching from

To prepare here with the said Troops any time before
Causes of the said Lieut. Philip Sissart after the said
not the said Troops provided with Necessaries by the
dues or under the direction or management of the
-ceased Lieutenant Philip Sissart after the said
Colin Fraser took Charge and Marched with the
Troops until the Causes of the said Lieut. Philip Sissart
Do or do not the Accounts now produced and shewn by
at this the time of your Examination marked A. B.
containing an Account of what was Provided for and the
-ing received and paid or Issued on Account of the
Troops during the said time? who Wrote the Di-
-ers are not the following Words in the said Account
Marked A. Viz.t Examined and Approved Lieu.
Sissart in presence of me Lieut. Johnson Adjt.
Proof of your said Writing - Sir, Did you
you not Write the same in Consequence of Lieu.
-tenant Philip Sissart having Examined and Appro-
-ved the said Account? Does not the name Philip
Sissart Subscribed to the said Account Marked B.
proper Hand Writing of the said deceased Lieut.
Philip Sissart? The whole of these Matters and
to the best of your Knowledge, Remembrance, Infor-
-mation and Belief fully and Particularly Declare.
To Ditto. 3. Do you know of any other matter or thing or has
you heard or can you Discover any thing touching the
matter in Question in this Cause that may tend to
benefit or advantage of the Crown

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Do 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.

Jno Sykes
Sworn before the Court

An Account of What Expended to the Troops in Month of August 1771

To 2240 Lbs Flour @ 60 Lbs Pr Pagoda	37.15		
To 3630 Lbs Ditto @ 80 Ditto Do	60.24	97.	39
To Rice and Bought at Cuddalore	3. 5.		
To Do Bought on the Road	5.		
To Pots and Pans Do	10.	8.	25
To 10 Baskets of Charcoal		3.	
To Coyer Rope			10
To Cotton Thread			12
To Bees Wax			6
To Twine			6
To Matt			12
To 2 Qr Flour		1.	
To 1 Qr of Salt			36
To Tumbrey Hire			23
To 4 Line Rope		2	
To 2 Bullock Hire			36
To Dressing the Meer Paid Cuddalore		2	
To 3 Peices of Dungaree		1	
To 3 Peices of Corbelly		1	
To 1 Tailor for 20 Days			6
To 3 Peices Gunny		3	
To Labels for the Horses		12	22
To 8 Gallons of Arrack		2	18
To Medicines for the Horses		1	36
To the Black Horses Paid		3	
To 52 Horsekeeper @ P 36 Ps @	44.24		
To 1 Do For 5 Days	6.		
To Batty for 50 Horsekeepers for 5 Days	22.24	6	14
To 52 Grass Cutters @ P 30 Ps @	37. 6.		
To 1 Do For 5 Days	6.		
To Batty for 50 Grass Cutters for 19 Days	22.24	5	31
To 2 Woman for Chaning the Gram Out & Bag for 19 Day		2	24
To 2 Coley for Chaning the Barrel for 19 Days			36
To Horsekeeper Mestrys Pay & Batty for 19 Days		2	29
To Grass Cutter Mestrys Do Do for 19 Days		1	31
To 1 Armourer			5
To 1 Smith		2	
To 1 Kamt Man		1	18
Carried Over		291	2

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Continue Expended in August 1775

	£	s	d
Brought Over	29	1	8
To 1 Do Boy for 11 Days			
To 1 Carpenter			
To 2 Buckley			
To 1 Mooshgrass			
To 1 Cheedar for 11 Days			
To The Shoe Smith			
To The Cooper			
To 5 Gunners Attending to the Troops			
Total Expenda	31	6	

Examined and Approved by Lieutenant Littlestone Governor of Mr Leonard Johnson Hides by the Troops

Expended for Capt. Kirkers Account in August 1775

	£	s	d
To 23 Bullocks Hired for 31 Days @ 8½ p Bullock			
To 8 Pieces of Gunnys			
To 19 Gunny Bags @ 1/3 p Ea			
To 1 Tent			
To 3 Cowdys for the Bullocks Fodder			
To 10 Bullock Hire Allowed to Mr Irvine			
To Straw for the Bullocks			
To Cryer Rope			
To Chunts for Capt Kirk			
To 2 Bundles of Sticks for Bundle			
To Coconut Leaves			
To 2 Bullocks Fellows pay			
To Writer Leonard Johnson for Augt & September @ 2/ p Month			
Total Expenda			

Exd £ 42 8 2

95

Dr Account Current Cr

	£	s	d		£	s	d
To Last Months Ballance	52	30	50	By What Exp[d] for the Hire of Horses	31	6	2
To Cash Received from Captain Kirker	102			By What Expended for Capt Kirkers Own Use	79	1	
To Cash Received from Lieutenant Sieffert at Camp	350			Expended	39	7	2
				Ballance Remains Upon Concoply	102	11	50
Total Pay[d]	500	30	52	Total Pay[d]	500	30	52

Camp near Pritchetts
the 31st August
1775

"This Paper Writing was Shewn to Leonard Johnson at the time
"of his Examination before Me in a certain cause now Depend-
"-ing and at Issue in the Hon[ble] the Mayors Court of Madras-
"patnam wherein Duncan Buchnan of Caddalore Surgeon
"Executor of the last Will and Testament of Leopold Kirker
"Deceased is Complainant and John Collin Senyer Captain
"in the Service of the United Company of Merchants of
"England Trading to the East Indies is Defendant on
"the 13th day of April Anno Domini 1775 Sic

John Cappage } Commissioners
And[w] Read

An Account of Cash Received and Issued for the Troops

To Cash Received from Capt. Leopd Kircker	Pgs	Fs	Cs	By Cash paid the Troops for 3d payment	Pgs	Fs	Cs
	600				22		
To Cash Received from Company the Contract for the Months of August	633	2	32	To Cash paid for 4th payment	42		
				To Cash paid to John Cha- -lis Private Remainder of this pay	64		
				To Cash paid to the Commissary for the Sick & Expences the Troops	357		
				Expended	415	2	32
				Ballance Remain Upon me	818		
Total Pagodas	1233	2	32	Total Pagodas	1233	2	32

Camp near Pitchenapolly the 13th August 1771 E.E.

Philip Affleck

"This Paper Writing was shown to Leonard Johnson at the
"time of his Examination before me in a certain Cause
"Depending and at Issue in the Hobble the Mayors Court
"of Madraspatnam wherein Duncan Buchanan of Cad-
"dalore Surgeon Executor of the Last Will and Testament
"Leopd Kircker Deceased is Complainant and Johan
"Tonyn Captain in the Service of the United Company
"Merchants of England Trading to the East Indies is De-
"fendant on the 13th day of April Anno Dimini 1776

John Coppage
Andw Read } Commissioners

Between Duncan Buchnan of Cuddalore Surgeon in the Service of the United Company of Merchants of England Trading to the East Indies Surviving Executor of the Last Will and Testament of Leopold Kircker Deceased Late Captain in the Service of the said United Company Complainant and John Collen Tonyn Captain in the Service of the said United Company Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause at the House of Lieutenant Colonel James at Pitchenapolly on the 13th day of April Anno Domini 1776 in Pursuance of a Commission Issued out of the Mayors Court at Madraspatnam Directed to us John Coppage & Andrew Read

Leonard Johnson of Calastri Aged 39 Years or thereabouts being Sworn and Examined on the Part of the Complainant this 13th Day of April Anno Domini 1776 Deposeth and Saith as follows

Do you know the Parties Complainant and Defendant in this Cause or Either of them, Ans. How Long have you so known them or either and which of them Declare. I have known Captain Tonyn upwards of 4 Years and Duncan Buchanan about 15 Years.

Did you or did you not know the Deceased Captain Leopd Kircker in his Life time, Yes. Did not the said Leopd

Kreker in his Life time Commanded Troops of Horse on the Coa
Service of the United Company of Merchants of England Trading to
the East Indies Yes Was you or were you not Writer to the said Troops
Sworn; Do You or Do you not know of John Allyn Yonge the
Defendant in this Cause Marching from Trepassore with the
said Troops at any time before the Decease of the said Leopold Kre
-ker; Yes about 10 Days Was or were not the said Troops Provid
-ed with Necessarys by the Order or under the Donations or Ac
-compt of the Deceased Lieutenant Phillip Sheffort, after the said
John Allyn Yonge took Charge of and Marched with the said
Troops, until the Decease of the said Leopold Kreker, Yes
Do or do not the Accounts now Produced and Shown to You
at this the time of your Examination Marked A. Do
Contain an Account of such Necessarys Provided for the said
Received and Paid or Layd out on Account of the said Troops Du
-ring the said time; Yes, Do, Who wrote the said Accounts
I Did, Are or are not the following words or either of them said Accounts
Marked A Viz.t Examined and Approved by Lieutenant Phillip
Sheffort in Prime some Lenard Johnson written to the Body of
your Hand Writing, Yes, Did you or did you not Audit the said
in Consequence of the said Lieutenant Sheffort Examining and
Approving of the said Account, I Did, Are or are not the Words
Phillip Sheffort Lieutenant subscribed to the said Account, Marked
B. of proper hand Writing of the said Deceased Lieutenant
Phillip Sheffort, It is,—

To Ditto — 3d Do you know of any other matter or thing or have you Said
or can you set forth any thing touching the Matters in Question
in this Cause that may Inure to the Benefit or advantage of the
Complainants, When the Troops Marched [illegible]

the beginning of August 1724 their was some Spare Saddles,
Furniture &c. Left at Trepassore but what & Number cannot
be Certain,—

When the Troops Arrived at Chenygabram there was
upwards of 200 Measures of Gram which Lieutenant
Sheffort Ordered the Company to Deliver Over to Captain
Yonge's Company, Lieutenant Sheffort told me that Capt
Yonge would Pay for all the Saddles furniture &c. Belonging
to the Deceased Captain Kreker

John Pepper (L.S.) Commissioner Leonard Johnson

Andw Read (L.S.) Commissioner

Further Additional Interro
-gatories to be Administered to such
Witnesses as shall be produced Sworn
and Examined on the part and behalf of
the Complainant in certain Cause
now depending and at Issue in the
Honble the Mayors Court at Madras
-patnam Wherein Duncan Buck
-man of Cuddalore Surgeon on the Ser
-vice of the United Company of Mer
-chants of England Trading to the East
Indies Surviving Executor of the last
Will and Testament of Leopold Kreker
deceased late Captain in the Service
of the said United Company is Complai
-nant and John Allin Yonge Gen
-tleman in the Service of the said United

Company is Defendant

To Crumraig 1. Do You know the parties Complainant and Defendant in this Cause or either of them, if You, how long have you so known them or either and which of them. Declare

To Ditto 2. Did You or did You not know the Said Captain Leopold Kirker in his Lifetime, if You did or did not the said Leopold Kirker in his Lifetime Command a Troop of Horse in the Service of the United Company of Merchants of England Trading to the East Indies, if You do or do not know of John Allin Fenyn the Defendant in this Cause Receiving from Drafts drawn with the said Troop at any time before the decease of the said Leopold Kirker, if You are or remember any Horse belonging to the said Troop left sick at the time the said Troop Marched as aforesaid, if You are or remember the said Horse or about that time the said Defendant Married with the said Troop carried or taken to the Farrier's Stable belonging to the House of the said Leopold Kirker or in the Field and Leopold Kirker died, if You Know or remember the said Horse remain at the House or Stable of the said Leopold Kirker until the time of his the said Leopold Kirker's Death By whose Order or by whose Care was the said Horse Fed and taken care of after the said Troop Marched until the Death of the said Leopold Kirker And by whom or by whose Order was the said Horse taken care of afterwards Declare or were not the Defendants Horse when known Claimed from his Executors and the Same sold from the said Troop & When, By whom made and who paid the Expences attending the said Horse from the time

of the Decease of the said Leopold Kirker until he was sent away to Join the said Troop & who kept an Account thereof & How much did the whole Expences attending the said Horse from the Time of the Decease of the said Leopold Kirker to the time the said Horse was sent to Join the said Troop Amounted to The whole of these Matters According to the best of Your Knowledge Remembrance Information and belief fully and Particularly Declare

To Ditto 3. Do You know of any other matter or thing or have you heard or can you set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or advantage of the Complainant If You, Declare the same as you know have been informed or do believe together with the reasons of such your belief as fully as if you had been thereunto Particularly Interrogated

Jno Sykes Jr
Atty for the Complainant

Deposition in the Cause wherein Duncan Buchanan Surviving Executor of Leopold Kirker is Complainant and John Allin Fenyn is Defendant

Richard Lathom Wm Maitland

the expences, to four or five Pagodas or thereabouts, and th
this Deponent Deposeth not to this Interrogatory —

3d ..... To the third Interrogatory this Deponent Saith he does n
know of any other Matter or thing touching the Bus
in Question in this Cause —

Richard Lattoon
Will: Maitland } Commissioners.

Further Additional Interrogat
to be Administered to such Witnesses
to be produced from and Commanded
and behalf of the Complainant in a
Cause now depending and at Issue
Hon.ble the Mayor's Court of Madra
wherein Duncan Buchanan of Madra
Surgeon in the Service of the United
of Merchants of England Trading
Indies Surviving Executor of the last
Testament of Leopold Kircker dece
Captain in the Service of the said
Company is Complainant and the
Jonge Captain in the Service of the
United Company is Defendant

To all the Witnesses } 1st Do You know the parties Complainant and Defendant
this Cause or either of them, If Yea, how long you have known
them or either and which of them Declare —

To Mr James Byrne 2d Did You or did you not know the deceased
Leopold Kircker

you not know any thing of a Troop of Horse which the said
Leopold Kircker Commanded in his Lifetime in the Service
of the United Company of Merchants of England Trading
to the East Indies and which is now Commanded by John
Collin Jonge the Defendant in this Cause? If Yea Do
you or do You not know of the said Leopold Kircker being
Indisposed in or about the Month of August One Thousand
Seven hundred and Seventy One If Yea Did or did not
the Defendant in this Cause at or about the said time
take the Command of the said Troop of Horse and
march with the same on Account of the Indisposi
tion of the said Leopold Kircker? If Yea Do you
or do You not know how the said Troop of Horse
was fitted out, If Yea, Do you or do you not know whether the said
Troop was or was not fitted out so as to be able to go on an Expedi
tion, If Yea, Did or did not the said Defendant March with the
said Troop on an Expedition at or about the time before mentioned
If Yea, On what Expedition? How long and in or on what
Service were the said Accoutrements used while the said Troop
was Commanded by the said Defendant? The whole of these
Matters According to the best of Your knowledge Remembrance
Information and belief fully and Particularly Declare —

To Jon 3d Did You or did You not know the deceased Captain Leopold
Kircker in his Lifetime, If Yea, Did you or did you not live
with or serve the said Leopold Kircker, If Yea, In what Capacity
did you so live with or serve him? Do You or do you not know
whether the said Leopold Kircker did or did not in his Lifetime
Command a Troop of Horse in the Service of the United Com
pany of Merchants of England Trading to the East Indies,

If

Between Duncan Buchanan of Cuddalore Surgeon in the Service of the United Company of Merchants of England Trading to the East Indies Surviving Executor to the last Will and Testament of Lesfold Hawker, deceased late Captain in the Service of the United Company, Complainants, and John Collin Tongue, Captain in the Service of the said United Company Defendt.

On the Part of the Complainant

Depositions of Witnesses in this cause at the House of Mr. Richard Latham at Newtown on the 12th. day of May Anno Domini 1775. in pursuance of a Commission issuing out of the Mayor's Court at Madrass patnam, directed to the Richard Latham, and William Maitland.

Leon Rodrigues Portuguise, Aged 29 Years or thereabouts, being duly Sworn and Examined on the part of the Complainant this 12th. day of May 1775 Deposeth, and saith as follows.

To the first Interrogatory this deponent saith that he has known the Complainant Duncan Buchanan six Years, or thereabouts — And this Deponent doth also know the Defendant John Collin Tongue, and that he hath so known him, two Years, & four Months or thereabouts.

To the second Interrogatory this Deponent saith that he did know the deceased Captain Lesfold Hawker in his life time, and did live with the said Lesfold Hawker as a Servant, and that he does know the said Lesfold Hawker did on his

(955)

Between Duncan Buchanan of Cuddalore Surgeon in the Service of the United Company of Merchants of England Trading to the East Indies Surviving Executor to the last Will and Testament of Lesfold Hawker, deceased late Captain in the Service of the United Company, Complainants, and John Collin Tongue, Captain in the Service of the said United Company Defendt.

On the Part of the Complainant

To all the Witnesses

Interrogatories to be Administered on the part of the Complainant Duncan Buchanan Surviving Executor to the last Will and Testament of Lesfold Hawker deceased late Captain in the Service of the United Company of Merchants of England Trading to the East Indies against John Collin Tongue Captain in the Service of the said United Company Defendt.

1st. Do you know the Complainant Duncan Buchanan the Defendant John Collin Tongue and the deceased Captain Lesfold Hawker in the Interrogatories mentioned, and how long have you known them respectively?

2d. Do you know of any other Matters or things touching the Matters in Question in this Cause tending to the Benefit or Advantage of the Complainant? If yes declare the same as you know have been Observed and declare the Circumstances of such your Belief fully and at large in the Answer to this Interrogatory.

Jno. Lyttelton
Wm. Fowke

(96)

the Defts as commd a Body of Men in the Service of the United Company of Merchants of England trading to the Indies — And doe likewise know, that the Defts Defendant in the name &c Marcht from Bobbapatam with the said Body of Men about Eight oClock in the Morning of the said Day Named in the Bill, And that the said Body of Men did not March from Bobbapatam at the Time aforesaid And that the said Time, being at about 8 Clock of the Morning on the same day that the said Body marched with the said Troops carried from Bobbapatam by the said Lepd Hacker in the Town, to the Ground where the said Time was to be carried, & taken by the said Lepd Hacker the Defendant does not know But further depose, that the said Time remained there the said Lepd Hacker in the Town till the Time the said Lepd Hacker Died — And that the said Time taken care of by the said Troop Marched with the Body of the said Lepd Hacker by the order of the said Hacker was taken by the Servants of the Deft Buchanan — And More this Deponent Saith not To the last Interrogatory this Deponent Saith, that he knows nothing relative to the Cause

Leon Rodrigues

Richard Latham
Wm Maitland } Commissioners

(97)

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Interrogatories to be Administered to the following Witnesses to be produced Sworn and Examined by Virtue of a Commission issued out of the Honble the Mayors Court of Fort St George at Madraspatnam directed to Richard Latham and Edward Saunders Esquires in a Certain Cause now depending and at Issue in the said Honble Court of Madraspatnam aforesaid wherein Duncan Buchanan a Surgeon in the Service of the United Company of Merchants of England trading to the East Indies as Surviving Executor to the last Will and Testament of Lepd Hacker Deceased, late a Captain in the Service of the said United Company is the Complainant and John Collin Lyon a Captain in the said Service is the Defendant On the part and behalf of the Defendant

To all the Witnesses

1st Do you know the Parties Complainant and Defendant in this Cause or either of them? If you have long have you so known them or either and which of them Declare

To Serjeant Major James Bryne and Quarter Master Serjeant William Hogg

2d Have you or have you not been sometime a Serjeant Major or Quarter Master Serjeant in the Troop of Horse now quartered at Fort St George or were you not in that Station in the said Troop at the Time

some other and what Station, Some time more or less
Eleventh day of August which was in the Year of Our Lord
One Thousand Seven hundred and Twenty One delivered or
caused to be delivered unto the said Joseph Marsh from Cuddalore within the Fort
aforesaid Named did or did not at the same time receive
the said Troop and whether the Orders respecting the
Station of the said Troop and the Encampments for the
said Troop from Cuddalore were or were not given
and taken from him the said Defendant or whom,
do you not know or have you or have you not been
informed of any Matter or thing Respecting or Relating to
certain Horses belonging to the said Troop being left at
called Trepassore or any other and what Place at
the time the said Troop marched from Cuddalore
said And whether the said Horses were left in the
Stables or any other and what Place And by whose order
you know have heard or been informed the said Horses
so left at the aforesaid or any other Place And in
Account Cause & Reason have and in what condition
the said Horses returned, and to whom were they delivered
the said Horses if any there was, or do declare therein
as you know have heard been informed and do believe
together with Reasons of such your belief

To Bullakistnah 3d Do you or do you not Bullah Lutchmy
dant in the Bill of these Interrogatories Named, and
your ever was you not Bullah to him the said Defend
some time on or about the Eleventh day of August
was in the Year of Our Lord One Thousand Seven hundred
and Twenty One? If Yea,

Horse Gram or any other Commodities upon Trust or
Credit for and on Account of the said Defendant Did
you purchase more about the aforesaid time any quan-
tity of Gram from the deceased Captain Hooker or from
his Dubash If Yea what Quantity and at what
price and whether you purchased the said Horse Gram
by order and on Account of the Defendant or on Your own
Account And whether the Defendant hath or hath not
paid You for the same, And whether you have or have
not paid for the same and whom. Declare the same as
you know have been informed and do believe together
with the Reasons of such Your belief

Ditto 4th Do you or do you not know have you or have you
not heard or been informed of any Matter or thing Respec-
ting or Relating to a certain Sum of Money being deman-
ded from the Defendant in this Cause upon his succession
to taking the Command of a Troop at Cuddalore or at
any other time and when by any person or persons to them
said to be due and owing on Account of such Sum being
by him or them lent to the Horse Keepers and Grass Cutters
of the said Troop, If Yea by whom was, the said Sum
demanded on the aforesaid Account and what was the
Amount thereof What do you know have heard or
been informed Respecting the said Demand, whether the
same is just or otherwise and how, and if the said Sum
or any other Sum was or was not lent to the Horsekeepers
or Grass Cutters belonging to the said Troop and by whom

declare

declare the same as you know or have been informed and
believe together with the Reasons of such your Belief

To Lieutenant Sempest Thornton — 6th Have you or have you not been an Officer
in some one or more of his Majesties Regiments of Foot
Hosea, are you or are you not acquainted and do you know
Accoutrements are fitting proper and Necessary for
of Horse, Are you or are you not at this present time of
Examination a Lieutenant in the Troop Under the Com-
mand of the Defendant in the Title of these Interrog-
mened was you or was you not appointed a Lieutenant
the said Troop at the time the said Defendant there
Command thereof Do you or do you not know, hav
or have You not Read and been informed of the Cond
tion and Repair the Accoutrements in were with the
were at the time the Defendant was and ought to
mand thereof Have you not the said Troop some
long time after he took the Command thereof and
of Oxfordshire, and for what place Do you or do you not
have You or have you not Read or been informed whether
said Accoutrements were or were not in the condition
Repair necessary for the Service the said Troop was
upon Do You or do You not know have you or have you
not Read or been informed whether the said Defendant
it did not expend a considerable or any and what Sum
Sums of Money at any time or times, place or places
upon the March aforesaid to keep the said Accoutrem
in Repair or otherwise Do you or do you not know

the said Accoutrements were or were not in Repair and
Condition sufficient to have been used with the Troop
upon any active Service against the Enemy and whether
the said Accoutrements were or were not at any time
used with the Troop upon active Service at any time
while the same were under the Command of the Defendant
declare the same as you know have been informed and
do believe together with the Reasons of such your
belief

To Ditto — 7th Did you or did you not and did or did not one
Captain Robson Receive and inspect the said Accou
trements some time or about the Month of May
which was in the Year of Our Lord One Thousand
Seven Hundred and Seventy two or when and at whose
Request and desire and whether you did or did not give
some Opinion and Judgment upon the said Accou
trements If Yea what was Your Opinion or Judg
ment thereupon, do you and do you not know, have
you or have you not heard whether the Defendant
aforesaid did or did not at any time before or after Your
having given your Opinion as aforesaid promised
to pay the Complainant or any other person or persons
and whom any Sum or Sums of Money and what Sum
or Sums of Money for the Value or the use of the said
Accoutrements declare the same as You know have
heard been informed and do believe together with
the Reasons of such Your belief

To

To all the Witnesses } 1st Qr. 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 be to the benefit or advantage of the Defendant, declare you, Declare the same as you know have been informed or do believe together with the Reasons of your belief as fully and if you had been thereunto Particularly Interrogated.

Hay Dickens
Atty for the Defendt

Depositions of Witnesses taken the 18th day of August one Thousand Seven hundred and Seventy four by Mr. Richard Lothian and Edward Saunders in the Cause wherein Duncan Buchanan Surgeon in the Service of the United Company of Merchants of England trading to the East Indies is Complainant and Joseph Hooker Executor of the last Will and Testament of Joseph Hooker deceased late Captain in the Service of the said United Company is Defendant

The following Depositions were taken the 11th day of April

Quarter Master Serjeant William Hogg aged

1st Interrogatory the 1st Deposition
To Interrogatory the 1st. This Deponent deposeth he has known the Complainant four Years — The Defendant Served

an half Years or thereabouts

To Interrogatory the 2d. This Deponent deposeth he has been sometime a Quarter Master Serjeant in the Troop of Horse now quartered at or near Cuddalore, and was Quarter Master Serjeant of the said Troop the eleventh of August one Thousand seven hundred and Seventy one; that the said Troop did march from Cuddalore on or about the said time, and that the Defendant did at that time command the said Troop, and the Preparations for the March of the said Troop from Cuddalore were taken from or given by the said Defendant, this Deponent cannot say, but deposeth that he received Orders in the Evening of the eleventh Day of August one Thousand seven hundred and seventy one from Mr. Ratzell the Quarter Master of the said Troop to have the Baggage of the Troop ready by five o'Clock in the Morning of the twelfth of August for the marching of the Troop — This Deponent further deposeth that when he went at five in the Morning of the twelfth August to Report to Mr. Ratzell the Quarter Master that the Baggage of the Troop was ready, he asked Mr. Ratzell what was to be done with the Bay Horse that was lame and standing in the Company's Sick Stable at Snapaulam, and that Mr. Ratzell told him the said Bay Horse was to be left behind as he was not able to march — Accordingly this Deponent saith the said Bay Horse was left behind at Snapaulam, but how the said Horse was returned afterwards he cannot say. This Deponent addeth that the said Bay Horse joined the Troop again when the Troop was before Tanjore and was brought by a Serjeant of the

Troop who had been left sick at Cuddalore ——

More this Deponent knoweth not ——

Richard Lathom (L.S.) Milton Legge Dr. Mast. Legt.

Edwd. Saunders (L.S.)

Lieutenant Serpent Thornton his Deposition

To Interrogatory the 1st — This Deponent saith he has known the Complainant about three Years — the Defendant about six or seven Years ——

To Interrogatory the 2d — This Deponent saith he was an Officer in His Majesty's the Queens Regiment of Cavalry — but he does know what Recruitment are necessary for a Troop of Horse — This Deponent further saith that at the time of this Examination he is a Lieutenant in the Troop under the Command of the Defendant — but that he was not appointed a Lieutenant in the said Troop till about two Months after the said Defendant had taken the Command thereof — shortly after the Defendant had taken the Command of the said Troop, this Deponent received a Letter at Madras from the Defendant at Cuddalore in which Letter the Defendant told him that he found the Recruitments of his Troop and the Troop in general in such a Condition that he thought the Troop was not fit to take the Field — and particularly mentioned that he thought the said Troop was in a worse State than the Troop that this Deponent and Defendant had been at this Time Years after the Defendant had taken the Command

the said Troop this Deponent saith, he heard that he the said Defendant was ordered to march with the Troop from Cuddalore to Trichinopoly — some Time after the said Troop had marched from Cuddalore this Deponent saith, he joined the said Troop before Tanjore, at which Time on Receiving the Recruitments of the said Troop he found them in such Condition that they were not fit for Active Service — This Deponent saith he does not know of his own Knowledge, but that he heard from the Defendant, that he, the Defendant, had orders to March with the Troop from Cuddalore to Trichinopoly and from Trichinopoly to Tanjore Laid out a great deal of Money in repairing the Recruitments of the said Troop — While this Deponent was with the Troop before Tanjore he saith that the said Troop were chiefly employed in escorting Stores from Vellum to Conje and were not employed in any severe active Service, and to certain if the said Troop had been employed in any active Service the Recruitments would not have held out — After the Seige of Tanjore in one Thousand Seven hundred and Seventy one this Deponent with the said Troop marched with the Army to Trichinopoly and was in Cantonments there till the Middle of May one Thousand Seven hundred and seventy two at which Time the Troop marched from thence and arrived at Cuddalore the twenty sixth of May at which Time the Defendant supplied the Troop with new Recruitments

To Interrogatory the 6th — This Deponent doth neither know that the Letter of May or the beginning of June one thousand seven hundred and

And

Troops who had been left sick at Cuddalore

Prior this Deponent knows not

Richard Latham

Edwd Saunders

Major Fitzgerald

Lieutenant Forfeat Thornton his Deposition

To Interrogatory the 1st — This Deponent depones he has known the Plaintiff about two years — the Defendant about seven years —

To Interrogatory the 2d — This Deponent doth know of no Majesty's or the Queens Regiment of Cavalry — Troops of Horse — The Deponent further saith at this time the Force of this Commander in Chief consisted of three Battalions of Foot under the Command of the Defendant that he was not appointed a Lieutenant until the 25th of last Month after the said Defendant had the Command thereof — Shortly after the Defendant had taken the Command of the Corps, this Deponent received a Letter of Instructions from the Defendant in which Letter the Deponent was told that he must have Recruits of his Troop and the Troops in general and Cattle that he thought the Troops were in want of and particularly mentioned to take the Field — and positively commanded that he should keep the said Troop ever in a Posture that they might be ready to March at a minutes Warning — This Deponent further saith that the Defendant has been often heard to say that he would not be Commanded by any Officer in the Army and that he would Command himself — This Deponent further saith that the Defendant has been heard to say that he would not be Commanded by any Officer in the Army and that he would Command himself — This Deponent further saith that the Defendant has been heard to say that he would not be Commanded by any Officer in the Army and that he would Command himself

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the said Troop the Deponent saith, he heard that he the said Defendant was ordered to march with the Troop from Cuddalore to Trichinopoly — some time after the said Troop had marched from Cuddalore this Deponent saith, he joined the said Troop before Tanjour, at which time on Receiving the Accoutrements of the said Troop he found them in such bad Condition that they were not fit for Actual Service — This Deponent saith he does not know of himself, but that he heard from the Defendant, that he, the Defendant, had ordered the Troop from Cuddalore to Trichinopoly and from Trichinopoly to Tanjour laid out a great deal of Money in repairing the Accoutrements of the said Troop — While this Deponent was with the Troop before Tanjour he saith that the said Troop was chiefly employed in escorting Stores from Vellum to Camp and were not employed in any severe active Service, and in certain of the said Troop had been employed in any active Service the Accoutrements would not have held out — After the Seige of Tanjour in one Thousand Seven hundred and Seventy one this Deponent saith the said Troop marched with the Army to Trichinopoly and was in Cantonments there till the Middle of May one Thousand Seven hundred and Seventy two — at which Time the Troop marched from thence and arrived at Cuddalore the twenty Sixth May at which Place the Defendant supplied the Troop with new Accoutrements —

To Interrogatory the 6th — This Deponent doth rather about the latter End of May or the beginning of June one Thousand Seven hundred

and Seventy two, He and one Captain Robson did at the
stant desire of the Complainant and the Defendant rem
in that Encampment at the Pass Scrapt, at which time
Deponent and the said Captain Robson did agree that the
Accomodations were so badly unprovided for the Troops b
assessed a Sum of Money which from this Deponent a
not now recollect, to be allowed for the Use of the Said
modations from the time the Defendant took the Comm
of the Troop, till the time he Returned with the said Tr
to Caddalore in the Year Nineteen hundred and
two ——— Further the Deponent saith that after
the said Captain Robson had inspected and received
Accomodations at the mutual desire of the Defendant a
Complainant, they delivered their joint Opinion of the
with the Sum they had assessed for the Use of the said
modations, in Writing, but who drew this Writing or
ered to the Defendant or the Complainant he cannot
recollect. This Deponent he does not remember to have had
the Defendant promise to pay to the Complainant or any
Person any Sum or Sums of Money for the Use of those Accom
modations; but he often heard him declare that no Sum
by Law he could not pay any thing for those Accomodations
as he did not look upon them as the Property of Captain
Nor the Deponent knew of
his Heirs but the Property of the Company ——

Richard Latham (LS)
Edwd Saunders (LS)

Tempest Thornton

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Serjeant Major James Byrne his Deposition

1st Interrogatory the 1st. This Deponent deposeth he has known the Complainant five Years and some Months ——— the Defendant three Years and an half or thereabouts.

2d Interrogatory the 2d. This Deponent deposeth he has for sometimes been a Serjeant Major in the Troops of Horse now quartered at or near Cuddalore and was in the Station of Serjeant Major in the said Troops on or about the eleventh Day of August one thousand Seven hundred and seventy one; that the said Troops marched the twelfth Day of the said August from Trepassore to Trechinopoly and was at that time commanded by the Defendant ——— That the Orders for the Marching of the said Troops were taken by the Deponent in writing from the Defendant the eleventh Day of August after a Review of the said Troops had been made by the Defendant; ——— But from whom the Directions for the Preparations for the march of the said Troops were taken he cannot say as it was the Duty of the Quarter Master to receive such Orders ——— That on the twelfth of August when the said Troops marched from Trepassore, or Bay Horse belonging to the said Troops were left in the Company's Stables, the Sick Stable, at Trepassore by whose Orders he cannot say. ——— But on the Morning the Troops marched from Trepassore, this Deponent saith he saw the Defendant & Mr Royall the Quarter Master of the Troops pass by the Troops, at the time the Troopers were read to mount, to the Stable where the aforesaid Bay Horse was, and gave both of them to the Horse which was at that time and has been for sometime before very lame. ——— On their arrival at Bonnoorty Trivedy which was their first March ———

Mark from Interpreter, about the Hour of the forenoon
August this Deponent with he Revd. Mr. Englehart
her Master have been to attend the Hon.ble Court of
Inspection, and that Mr. Englehart told him the Ho
been ordered to be left there, and that the Deponent
return the said Horse with the Chain of Sticks at Cudda
which this Deponent accordingly did, in that Morning
first which he made to Captain Younge the Interpr
merely Orderly, as also with the Morning Reports which
afterwards made to the Defendant, for Likewise with the
returns which this Deponent made of the said Interpr
till the said Horse joined the Sirgh.... This Dep
further saith that the said Gray Horse joined the Sirgh
Interpr the night before the first embodied under
brought home of this Deponent with the Interpr the
left Sick at Cuddalore.... This Deponent saith
such Order as were given by the Defendant relative
of August one thousand seven hundred and eighty
were to the best of this Deponents Remembrance fully
explained.—

Mark of this Deponent known first
Lance Byrne
Sepoy Major

Richard Lalleure (LS)
Chas. Saunderson (LS)

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The following Deposition was taken the 22. August
Batakistna his Deposition—

To Interrogatory 1. This Deponent deposeth that he has known
the Complainant three Years — the Defendant four
Years or thereabouts.—

To Interrogatory 2. This Deponent saith he is now, and was Da
-bash to the Defendant more about the eleventh Day of Jan
-uary One Thousand Seven Hundred and Seventy One,
that he does not usually purchase and buy Horse
Grain or any other Commodities upon trust or Credit
on Account of the Defendant; — that on or about the
fifth of September one Thousand Seven hundred and Seventy
one he did purchase from one Gungarah Dubash of
the Deceased Captain Kirker one Thousand two hundred
& forty four Pucka Seers of Horse Grain at fifty five
Pucka Seers for a Pagode, on Account of the Defendant
from whom this Deponent had received general Orders
to purchase Grain, but no particular Order to buy Grain
from the aforesaid Dubash; — That he this Deponent
did receive the Amount of the aforementioned quantity
of Grain from the Defendant, in the aforesaid Month
of September, and paid the same to Gungarah Dubash
of the deceased Captain Kirker in December one thousand
seven hundred and seventy one, in which Month this
Deponent settled Accounts with the said Gungarah,
from whom, besides the aforementioned Quantity

To Interrogatory 4th

To Hon. Grant the Defendant his Costs in this Suit
other Articles on account of the Defendant — Mis
Article the Defendant with the last Answer to
fendant to produce, that one particular Abstr
Defendant to purchase them from the said Comp
The Defendant with Leave and Consent
now making Demand on the Defendant for certain
and Obligation on account of Money Lent to the Firm of
ties of the Copartnership and the Defendants But
that either with the Death of Stephen Adderson
seven hundred and twenty one Pounds and
deceased Captain Hooker did present the Defendant
he Lent some other sum Money to the Firm of
entries of the Company and credits the Defendant from Bar
Defendant to pay the Money from the Firm of
Adderson, and that according to the Defendants Depos
Hornekeyes and Profitter of Books fifty eight
which he expended the Defendant and likewise
three Pipes more of the Hornekeyes and Gin Collected
him that the Money he did expect from them would
from him by Defendant Order of the deceased Capt
Hooker upon which the Defendant paid the Defend
sage the fifty eight Pipes in the Cash Book
which the Defendant did and has by him the Receipt
now in his Custody

Witness the Defendants Answer dated

Richard Lethom
Edwd Saunders

Filed 18th March 1777

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Interrogatories to be Administered to James Henry Casamayors of Bellon Esquire to be produced sworn and Exami ned as a Witness by Virtue of a Com mission granted and issued out of the Honble the Mayors Court at Ma dras Patnam Directed to Colonel James Fitzgerald and Charles Lucas at Bellon aforesaid in certain Cause now depending and at Issue in the Honble the Mayors Court at Madras Patnam aforesaid wherein Duncan Cathcarin Esquire in the Service of the United Company of Merchants of England trading to the East Indies residing at Cuddalore as Surviving Executor of the Last Will and Testament of Leopold Hooker late a Captain in the said Service deceased is the Complainant and John Allen Senior a Captain in the said Service is the Defendant

On the Part and behalf of the Defendant

To James Henry Casamayors

1st Do you know the Parties Com plainant and Defendant in this Cause, or either of them, If yea how long have you so known them or either and which of them Declare?

2d

(976)

To Ditto ... 2. Has You or Has You not Corresponding to the Royal
ensign Commission ever about the Month or Months of
which was in the Year of Our Lord One Thousand Seven hun
and Seventy One or Seventy Two which was in the Year of
One Thousand Seven Hundred and Seventy three if
so was You not present at the General Court Martial held
in and for this Place during all or any time of the said
December and January or was any Application made
General Joseph Smith by the Defendant in the Bill of
Interrogatories named or by any other Person or Persons
other Person or Persons Respecting the Payment of the
Allowance then and at that time allowed and paid unto
of the European Cavalry and what Answer do
have You Heard or been informed was given and Made
said General Joseph Smith or by any other Person
to the said Application and whether You did or did not
at the same time or some other and what time and
some other Person or Persons did or did not attend
above and Testimonials what Person or Persons that
ments in the Service of and Used by the European
were the Property of the Company or any other Person
and what Property did You or such Person or Persons
Pension you said above the said Accoutrements to be
properly and Right Thereof have the said Accoutrements
time or times how and from whom and Where
Whether the Property of the Company or any other
Persons and Whether Dollars Accoutrements You know
informed and

(977)

You believe According to the best of your Remembrance Skill
and Knowledge

3. Ditto ... 3. Did You or did You not know William Cooly deceased
in his Life and how long did you know him before the Return
of his Decease? was or was not the said William Cooly a Captain
in the Service of the United Company of Merchants of England
Trading to the East Indies in his Life time and at the time
of his Decease did he or did he not in his Life and at the time
of his Decease Command the European Cavalry? Has You
or Was You Not Executor or one of the Executors in the last
Will and Testament of him the said William Cooly Dece
-ased named and appointed? did You or did You not prove
and take out Probate of the last Will and Testament of him
the said William Cooly deceased and act as Executor or one of
the Executors thereto? did You or did You Not as Executor
or as one of the Executors to the said William Cooly Dece
-ased appraise or Cause to be appraised sell or Cause to be
sold all and every the Effects to the Estate of the said Wil
-liam Cooly belonging in his Life time and at the time
of his Decease which Came to your Custody Possession
or Knowledge? And Whether You did or did not appraise
or Cause to be appraised sell or Cause to be Appraised
sell or Cause to be sold all or any of the Accoutrements
in the Service of and Used by the Troop or European Cavalry
at the time of the Decease of the said William Cooly?
and if not why Not? and what became of the said Accou
-trements after the Death of the said William Cooly?

do you know or be informed the said William Cosby
his Name in the Commission of the Peace for Carlow and
did William you do or do not know have heard or believe
that the said Recognizance was obtained by the said
his said Accusers in the Commission of the Peace for the
the said William Cosby's Accusers in the Commission of the
Peace for Carlow County did or did not Use coercion
and compel the said Recognizance to be obtained by
you know with the said Peace for Carlow County
if you know have heard or been informed whether the
said William Cosby's Accusers in the Commission of the
Peace did over a long time keep You as Quarterman
the Country before the said William Cosby for Having
personor persons any sum or sums of Money or
valuable consideration and What sum or sums of Money
Consideration for the said Recognizance or What
and Whose Right and property did you with the
of the said William Cosby demand and Receive
and whose Right and property were the said Recog
in the Life time or after the decease of the said
Cosby publickly and
as You know have been informed and do believe
with the Reasons of such your belief according
of your Remembrance Skill and knowledge
5th Do You know of any other Circumstance
you know or can You offer to say touching
Matter in Question in this Cause touching
the Advantage of the Plaintiff
same

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together with the Reasons of such your belief as fully as if
you had been thereunto Particularly Interrogated.

Henry Dibdin the Attorney for the Defendant in the
aforesaid Cause maketh Oath and saith that the above In-
terrogatories are a true Copy of the Interrogatories sent
to Colonel James Fitzgerald and Lieutenant Charles Lucas
together with the Commission issued out of this Honble
Court for the Examination of James Henry Cosmayor
the said Deponent having himself drawn out the Or-
ginal Interrogatories, which he enclosed in a letter to
the said Col. James Fitzgerald and Lieutenant Charles
Lucas for that purpose.

Hy. Dibdin

Sworn in Court this
18th day of March 1797

James Taylor
Regr.

J. H. Cosmayor
Answers to

Interr. 1st. I have known the Complainant for upwards of seven
Years, and the Defendant three Years.

2d I was Commissary to the Army in December 1794 and
part of January 1795 I do recollect that during that time
Captain Longe made an Application, of some kind to
General Smith at his Quarters in Fredericksburg regar-
ding the Accoutrements of the Carejean Troop under
his Command; I cannot recollect the words of Captain
Longe's address to General Smith, but the General's
reply, of I remember right, implied that he thought
the Accoutrements could not be the property of any

Individual bid of the Government, Manned by the
Reasonal recollection of the Particulars of this
unpleasant subject, that I am prepared
to enter into the subject, but I should prefer
personal Explanations but Should
in hearing Re-Mark in Question, but thought
Comments more Good because the Gravity of the
question and Important Consequences in many Points of
instance such a Claim having been made before
I cannot determine in such has been brought
Service, nor can but the instance of Commander
Officers upon Each to the many Questions put to
time, place, Circumstance and General Opinion
Individuals the subject was of the little Corps
to muster Lieutenant, or upon it would on the Ground
I Samuel recollect the Name of one Lieutenant
with the Name Captain William Cowly, but I
him for Years, and the following was Commanded
jointly with the Officer Major Lt. Cowly and the
relative to the Hill, and regarded with Contempt
more from the Commanding Officer Hill
and Commanded the Boats of the Ship
the deceased Captain Cowly for Accommodation
from the Ship, Boarding the Ship
Accommodation of the Troops Commanded by Captain
Cowly or whether they were Commanded by the Officer
who [illegible]

after Captain Cowly's death, Captain Sinker was the
first Officer that to my knowledge Succeeded Captain
Cowly in, the actual Command of the Troops, Whether the
Accoutrements he made use of were very same which Capt.
Cowly used for the Troops, I cannot determine but I should
imagine he was Negotiated to use them at least for some
time, but if I recollect right, there was not time Suffi-
cient to provide a New Sett from the decease of Captain Cowly
to the arrival of the Troops at Tripapatam. I do not know that
the Successor of Captain Cowly either paid, or offered to pay
for the Accoutrements, or a consideration for the use of them,
either to Captain Cowly's Executors or any other Person, or
to myself as an Executor. I never thought of the Accoutrements
of the Troops during the Lifetime of Captain Cowly, or reflected
in whom the property of them, was Invested, or after his
Decease that I can recollect, until I heard Captain Forgy
speak on the Subject to General Smith at Trichinopoly,
And I have already declared All that I can charge my Me-
mory with regarding the Subjection Question.
4th I can recollect nothing more than what I have already
deposed that can in my Opinion throw light on the
Subject, on which I have been Interrogated.

Jas Stevenson

Fitz Gerald (23)

Charles Lucas (23)

Additional Interrogatories to be administered to Tempest Thornton to be produced and Examined on a Trial in a Cause now depending and at Issue in the Court of Mayor's Court at Madras wherein Richard Lathome & William Maitland Executors of the Will and Testament of Leopold Pinker deceased late Commander in the Service of the United Company of England trading to the East Indies are Plaintiffs and Duncan Buchanan Surviving Executor of the Will and Testament of Leopold Pinker deceased late Commander in the Service of the United Company of England trading to the East Indies aforesaid is Defendant

To Tempest Thornton

1st Do you know the Parties Complainants & Defendant in this Cause or either of them, if you know have you known them & either of them any & what time Declare

To Ditto

2d Do you know any other matters or things touching the Matters in Question in this Cause, that may tend to the benefit or advantage of the Complainants or either of them, if you do 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

To Ditto

3d Do you know any other matters or things touching the Matters in Question in this Cause, that may tend to the benefit or advantage of the Defendant, If yea, Declare the same as you know have been informed or do believe, together with the reasons of such your belief as fully as if you had been thereunto particularly Interrogated

To Ditto

4th Do you know any other matters or things touching the Matters in Question in this Cause, that may tend to the benefit or advantage of the Defendant, If yea, Declare the same as you know have been informed or do believe, together with the reasons of such your belief as fully as if you had been thereunto particularly Interrogated

To Ditto

Complt.

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On Behalf of the Defendant.

Deposition of Lieutenant Tempest Thornton produced, Sworn and examined on the 23d of November 1775 at his house at Trapatore, by Virtue of a Commission issuing out of the Mayor's Court at Madras directed to Richard Lathome and William Maitland for the Examination of Lieutenant Tempest Thornton in a Cause there depending, between Duncan Buchanan, Surviving Executor of Leopold Pinker

Kinkin Durand, and P
Colin Singe a Captain in
called Complainants Pe

Tempest Thornton a Lieutenant in the Kings Co
Service at Cuddalore, aged twenty four, Nephew to Lieu
old, duly sworn &
on the part of the Defendant
as follows viz.

1st. To the first Interrogatory this Deponent doth
knows the Complainant Thomson, the Defen
Yes.

2d. To the second, he doth, he doth suppose the Amount
in question in this Cause, all the Lieutenant Defen
that he regarded such sum to be just, that he
as a simple Request and Debt, as one Brother
Debts of Opinion that the Defendant had
to order him to repay the said Amount
this Deponent has thereto this Interrogat

4th To the fourth Interrogatory this Deponent
can depose no more than what he has alre
and in former Depositions, & more this

Sworn before

Richard Stevens
Will. Maitland } Commissioners

Interrogatories to be Administered to the following Witness to be produced sworn and Examined by order of the Honble the Mayor Court Madraspatnam by Virtue of a Commission directed to Messieurs Richard Saunders and William Maitland at Cuddalore in a Cause now depending and at Issue in the said Court in Bengal Between Kinkin Durand Plaintiff and Colin Singe Defendant

To all the Witnesses

1st. Do you know the Parties Complainants and Defendant in this Cause neither of them, if you have long have you known them neither and which of them Declare

To Viscanadum Venkatachellum

2d. Do you know have you heard or been informed if any and what Quantity of Slave Goods being purchased by one the Defendants Dubash Named Cullakinah Modelly of Sand from one Gangadu or any other Dubash Person, some time in the Year of our Lord One Thousand seven hundred and Seventy one or any other and what time and where and whether the said Goods were received and for by the said Cullakinah Mandelly and by and in what Manner and when declare the same as you have been informed or do believe together with the Reasons of such your belief.

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Interrogatories administered to the following Witness Sworn & Examined by Order of the Mayors Court, before Messrs. Edward Saunders & William Maitland in a Cause now depending before the said Court, wherein Duncan Buchanan is Complainant and Captn Tonyn Defendant

On the part of the Defendant

Vencatachillum, a Coniceply, Aged 39.

To the 1st Interrogatory this Witness Saith He has known the Complainant 7 Years, and the Defendant 6 Years

To the 2d Interrogatory This Witness Saith, That in the Months of November & December 1771 Gangana Naick dela Balla Kistna Moodely about 1244 Pucka seers of Horse Gram @ 53 3/8 per Pagoda, which Gram this Deponent being the Servant of Gangana Naick saith he delivered the said Balla Kistna Moodely, who paid Cagdas 22 Janams 36 Cash 60 to the said Gangana Naick for the same

To the 3d Interrogatory this Deponent saith That all transactions between Gangana Naick, Balla Kistna Moodely and Birmana Moodely were finally Adjusted & Settled On the 13th Decembr 1771 and the Value of the said Gram included in the Accounts, That Receipts were given by Gangana Naick to Balla Kistna Moodely the

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To Dillo — 3. Do you know or have you heard or been informed of any Agreement or Statement of Accounts having been Made in the Month of Novr or Decr Fasly one thousand seven hundred and Seventy one or any other time Grand Coliven the said Balla Kistnah Moodely and the said Gangana Naick if you say you do since a final Settlement of Accounts or Accounts were had the said Gram included in the said Account and Settled or Agreed upon was Returned or not accepted or Settled Between the said parties setting forth the Statement of Accounts and by whom was Returned given or what was the Balance thereof and what was the Sum settled Between the Same as you know have been informed and believe Declare the same as you know have been informed and believe together with the Reasons of Such your belief fully as you have been Required & Desired

To all the Witnesses 4th Do you know or can you declare any other thing touching the Matters in Question in this Cause which you may think to be for the benefit or Advantage of the Defendant you Declare the same as you know have been informed and believe together with the Reasons of Such your belief fully as you have been Required & Desired

Interrogatories

Dillo

Attorney Defendt

same date signifying that all transactions between
me & Settlee to that time —
Settlee & Solicitor
Respondent doth not
Cuddalore
8th October 1776

Interrogatories to be
and to the following Witnesses
produced from and Examined
Order of this Court by the Mayor
& Mayors Court of Madras pursuant to a Dedi-
mus directed to Messrs
Edward Saunders and William
Maitland at Cuddalore in
Cause now depending and
wherein Paul Benfield
Buchanan Surviving Exec
Lapidge Barker Executrix
plainant and the Defendant
the Defendant on the part
behalf of the said Defendant

1st Do you know the Parties Complainant
Defendant in this Cause or either of them if yes
have you or known them

Dito

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To Ditto 2d Do you know have you heard or been informed of any and what Quantity of Rice Gram being purchased by one the Defendants Dubash Named Ballakistnah Modelly and from one Gungana or any other and what person & at what time in the year of our Lord One Thousand Seven hundred and Seventy one or any other and what time and where. And whether the said Gram was or was not paid for by the said Ballakistnah Modelly and how and in what Manner and when, declare the same as you know have been informed and do believe together with the Reasons of such your Belief

To Ditto 3d Do you know have you heard or been informed of any Settlement or Statement of Accounts having been made in the Month of December One Thousand Seven hundred and Seventy one or any other and what time by and between the said Ballakistnah Modelly and the said Gungana & Ayea was the same a final Statement of Accounts or no was or was not the said Rice Gram included in the said Accounts and if not why not, was there or was there not a Receipt passed Between the said parties setting forth a Statement of Accounts & by whom was the same giving and what was the Rate thereof and unto whom what was the Import thereof declare the same as you know have been informed and do believe together with the Reasons of such your Belief

To Ditto 4th Do you know any other Matter or thing or have you heard, or can you declare

in Question in this Cause, that may find to the Benefit or Advantage of the Defendant if so, Did or does he expect Some Gratification or Reward for the same, if such please to specify the Particulars thereof, & Whether he has Received the same

To the 1st Interrogatory this Deponent Says he has

To the 2d Interrogatory this Deponent Says he has

To the 3d Interrogatory this Deponent Says he has

Cuddalore
28th Octr 1776

Interrogatories Exhibited on the Part of the Defendant in the Supreme Court of Judicature Between Edward Saunders Williams Esqr Plaintiff & Captain Thomas Kirkpatrick Defendant

On the part of the Defendant

To the 1st Interrogatory

To the 2d Interrogatory

To the 3d Interrogatory

bought a quantity of Horse Gram of Ganganah Naick, about 1244 Pucka Seers @ 54⅜ Seer ℔ Pagoda — the Amount of which Gram the said Ballakistnah Modelly paid to the said Ganganah Naick.

To the 3d Interrogatory this deponent says, that all Accounts between Ballakistnah Mandelly, Durmana Modely and Ganganah Naick, including the Horse Gram Account were finally Settled, & Receipt given to Ballakistnah Modely by Ganganah Naick in December 1775 — and in that Account, there Remain'd a Ballance due to Ganganah Naick of 58 Pagodas, which was not specified in the Receipt.

To the 4th Interrogatory This Deponent says he has nothing more to declare.

Cuddalore
28th Octr 1776

Minute of Consultation Dated 24th July 1769

Read a Letter from Captain Kirker setting forth his Readiness to accept of the Command of the Europian Troops, but that he cannot take upon him to be answerable for the Horses, in Lieu of which he is willing to make such an Abatement in the Contract as the Board may judge Reasonable.

Agreed that an Abatement be made in the

the Contract of the Captain for Monthly Cloth
reduce it to 13 Pagodas and an half for Month
each Man & those not furnished Captain Kirkpatrick
Men, find the Horses and to find Cloathing and Stores
& Cloathing other Expences the Purchase of Horses
Arms & Ammunition — And it is agreed that the
Mosquitoes for Cloathing out of the said 13½ Pagodas
Months be not found Muskitoes Cloth, Cartridge
Expenses Hands till the End of the Year when they
be paid to Captain Kirkpatrick, And agreed that the
Contract do Commence from the 1st Instant —

Mins City

H. Stone Esq

To Captain Tonyn

Sir

The late Captain Kirkpatrick having by
Will as his Executors requested of General Smith
on the 1st of September last that he would order Survey
Appraisement of all the Stores remaining with the
an Troops which belonged to the Estate of the Dec
but as the General never favoured me with any answer
and am anxious to have those affairs settled, and
to know if it would be agreeable to you to have the
mentioned Stores valued, from the returns given in
the Quarter Master at the time the late Captain
Contract ended

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appointed by you and the other by us Wednesday

Sir

Your Most Obedient
& Humble Servants —
Kirkpatrick
Dr Buchanan —

Cuddalore
28th December 1771 —

To Captain Tonyn

Sir

The inclosed is Duplicate of a letter addressed
to you by Captain Corker & my self dated 28th December
last, to which you have not been pleased to make any
Reply —

As the time draws near when I am by law o
bliged to deliver into the Mayor's Court an Account of the
late Captain Kirkpatrick's affairs, I am now under the neces
sity of Requesting from you an answer regarding the
Valuation of the Stores, remaining with the European
Troops at the time of Captain Kirkpatrick Deceased, belonging
to the Estate —

The Proposal contained in our letter of 28th
December last still appears to me the most fair & equi
table, However if you will propose any other method
that may answer the same end — I shall readily agree
to it, as it is necessary at all events to have the accounts
adjusted with out further delay, for I am bound by an Oath
to render a true & faithfull account of my Executorship
before the Year expires —

I am &c
Your Most Humble Servant
D Buchanan
Exec. to Capt. Kirkpatrick

Cuddalore
15th March 1772 —

(994)

Filed the 3rd Sept 1777

To the Honorable the Mayor
Court at Madras sitting

Between Duncan Buchan
Surviving Executor of the last Will
Testament of Lieut Kirkwall
Complainant and John Collin
Defendant

Exceptions taken by the Complainant
Deposition and an Exhibit produced on
part of the Defendant.

First ... The said Complainant Excepts to the Deposition of
Complaint Henry Cannyer Because the Interrogatories
the Complainant Henry Cannyer Because the Interrogatories
known at the 12 Terms Commissioner not produced nor Read
Sept 1777

Second ... The said Complainant doth also Except to the Exhibit
titled Extract from Consult Letter to England Dated 15th
April One Thousand Seven Hundred and Seventy Seven
Bain Deposition by Reason the said Exhibit is
ign to the Matters in Question both with Regard to the
Circumstances

All which Exceptions the said Complainant
Excepts to the said Deposition and Exhibit and
prays that the same may be Supported and
Dismissed with Cost

Jno Sykes Jr
Atty for the Compt

Filed the 23d Sept 1776

(995)

172

Between Duncan Buchanan
Surgeon in the Service of the United
Company of Merchants of England Trading
to the East Indies Surviving Executor of the
last Will and Testament of Lieut Kirkwall
Deceased late Captain in the Service of
the said United Company Complainant
and John Collin Esqr Captain in the
Service of the said United Company
Defendant

Exceptions taken by the Complainant to a Cafjan
Exhibit in the name of Gungamah Naick pro-
duced on the part of the Defendant.

The said Complainant Excepts to the said Exhibit because
the same is not proved Nor does it Appear that the Contents
of the said Exhibit are true, the said Exhibit is therefore
Improper to be Admitted as Evidence

The said Complainant therefor
Excepts to the said Exhibit and
prays that the same may be thrown
out with Costs

Jno Sykes Jr
Atty for the Complainant

(96)

Filed the 6th Aug 1777

In the High Court of Chancery

Between Duncan Ba
claiming Equity to the Exhibit
Statement of Bridget Hinde
Complainant and Peter Ellis
Defendant

Exceptions on the part of the said Defendant to the following Interrogatories Depositions and Exhibits taken on the part of the said Complainant

Firstly — The said Defendant doth except to the Depositions of Francis Bedon Duncan Ba. Edwin and Thomas Edwin and each of them taken on the part of the said Complainant for that the Commissioners by whom the said Depositions were taken did not give to the Defendant or his Attorney or Agent whereby the Defendant or his Attorney might become informed of such time and place by which they could cause to Examine the said Witnesses or any other Witness to the matters in question and the Defendant hath not had an opportunity of cross Examining any other Witness to the matters in question in behalf of the said Complainant

Item — This Defendant doth except to the Exhibit Number one because the same is not proved by any Witness in order to authorize the Reading thereof at the hearing of this Cause

Item — This Defendant doth except to the Exhibit Number two because the said Exhibit is not proved by any Witness in order to authorize the Reading thereof at the hearing of this Cause

(173)

(95)

Item — This Defendant doth except to the Exhibit Number four because the same is an Attorneys Charge included in the Account Annexed unto the Complainants Bill and is not further proved by the said Exhibit

Item — This Defendant doth except to the Exhibit Number five because the same is not proved by any Witness in order to Authorize the Reading thereof at the hearing of this Cause

In all which particulars the said Defendant excepts against the said Depositions and Exhibits and prays that the same may be suppressed and dismissed

Jos Dudley
Solr Defendt

Filed the 22. Sept. 1777

The Answer of Duncan Ba…
Surviving Executor of the Last Will …
Testament of Leopold Rinker D…
Complainant to the Exceptions …
Ellin Kruger Defendant

First ..... To the first Exception this Respondent Saith that …
only believes Notice of Francis Robson being Examin…
given to the said Exceptants Attorney as Mr. Hall …
who was at that time Examiner and by whom the …
Robson was Examined, did to the best of his …
recollection and belief Notice of the said Francis …
being Examined was given to the said Exceptant …
That he further only believes as he from the …
of time since the said Francis Robson was Examined …
cannot be positive as he always did give Notice …
Whilst being Examined to the Attorney of the Opposite …
Party. This Respondent Knows Examined that the said …
Exception arises only from it not being mentioned …
in the Deposition of the said Francis Robson that …
such Notice was given, and not from it really having …
been the Case. This Respondent therefore humbly hopes …
that the said Exception will not by this Honble Court …
be allowed to take such an Advantage. Besides this …
may be the Practice of Pennsylvania but that this …
Examiner only informed Mr. Hall he would give Notice …
to the Attorney for the Opposite Party and …

Not therefore be any fault or Neglect, or any Design in this Respondent to Conceal the said Francis Robson being Examined, Nor was this Respondent Desirous or had he the least Reason whatever for Wishing that it should not be made known, it would therefore be a great hardship on this Respondent to be Deprived of the Evidence of the said Francis Robson who is now in Europe and is a Material Witness, and with Regard to that part of the said Exception wherein the said Exceptant Mentions Examining any other Evidence to his the said Francis Robson's Credibility or Sufficiency this Respondent Saith Supposing no Notice had been given why such Examination as to Credibility and Sufficiency Might not have been had after Publication passed when the said Attorney for the said Exceptant was furnished with a Copy of the said Francis Robson's Deposition

Second ... To the Exception to the Exhibit Number two because the same is not proved by any Witness, This Respondent saith the said Exhibit is a Bill for part of the Articles which the said Deceased Leopold Rinker Purchased for the Use of the Troops in Question in the Cause and has as appears to this Respondent sufficient appearance of Authenticity to be admitted as a Voucher This Respondent therefore believes it should and humbly hopes this Honble Court will be pleased to Suppose it to be read at the hearing of this Cause

Third ... To the Exception to the Exhibit Number three because the same is not proved by any Witness

The Respondent Lastly Answers that the same was produced in Court by the Clerk of the Pagoda Adamied to Compliant to carry a Horse to Compound also Security for Costs of Suit Had Attended Some as Interpreter on that Occasion in the Hand Writing of the Deceased Captain Duncan in the Proceedings in the Cause Named, and taken from said Duncan Cohen Memorandum or Account Book George Hutchinson and Sergeant Henry George having read in Writing that the Charges contained in the Bill are in the Hand Writing of the said Captain Duncan Cohen this Respondent Answers the same is Sufficiently Answered Humbly hopes this Honble Court will be pleased to Dismiss the Bill with Costs

Fourth To the Exception to the Exhibit Number four this Respondent Answers the same was produced as a Voucher to shew that he had paid the Amount thereof Agreeable to the Charge Against Ramel Annaud onto his Bill of Complaint and hopes this Honble Court will be Pleased to Consider the same as proper Exhibit

Fifth To the Exception to the Exhibit Number five this Respondent Answers that the same was produced to shew that Mr Leopold Hinker Deceased Executor in Trust to the Estate of Mr Duncan Cohen Deceased Received from Mr Hutchinson Agent to the Nabob the Monies belonging to the Estate for which Reason, and this Respondent Conceives sufficient Appearance of Authority to Exhibit the said Exhibit This Respondent Lastly therefore Humbly prays that this Honble Court will be pleased to Dismiss the Bill of Complaint with Costs to be Paid by the Complainant and to be Read at the hearing of this Cause Notwithstanding the said Exceptions this Respondent conceives that

this this Respondents Attorney did previous to the Exhibits being Produced in this Cause shew the same to the said Exceptions Attorney who did not make the least Objection thereto either for want of Proof or any thing else, But did on the Contrary Appear Satisfyed therewith.

For all which Reasons this Respondent humbly prays that the said Depositions and Exhibits may not be Suppressed and Dismissed as Prayed for by the said Exceptant But that the same may be Read at the hearing of this Cause.

Jno Sykes
Atty for the Compt

Filed 28th Jany 1777

Between Duncan Buchanan Surviving Executor of the last Will and Testament of Leopold Hinker Deceased Complainant
and
John Collin Joyce Defendant

Hall Plomer late Examiner of the Honble the Mayors Court at Madras patnam Maketh Oath that Captain Francis Robson a Witness produced on the part of the Complainant with

the Deponent on or about the Fourteenth Day of Octr
whichever is the Year of Our Lord One Thousand Seven
hundred and Seventy Two previous to his Departure for
According to the best of his his Deponents Belief the
the said Francis Coleon being Examined was given to
Defendants Attorney in the Cause previous to such the
Francis Coleons Examination, the said Deponent do
doth verily believe such Notice was given the fore
Length of time since the said Francis Coleon was
ined he cannot be positive as he always, when Cou
did give Notice of Sittings being Caused to the Att
of the Opposite Party — previous to Examination of
Witness —

Hall Hou
Sworn at Fort St George
the 1st January 1777 —
James Taylo
Esqr

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Mayors Court at Madraspatnam — Tuesday the 22d. day of Augt. Anno Domini 1775.

Present

Andrew Majendie Esquire Mayor
George Smith — James Call
George Proctor — Edwd. John Holland
and Benjn. Roebuck — Aldermen.

Between Duncan Buchanan Surgeon in the Service of the Honble United Company of Merchants of England Trading to the East Indies at Present at Cuddalore, and Surviving Executor of the last Will and Testament of Leopolde Hinckes Deceased Complainant and John Colin Jongen Captain in the Service of the said United Company Defendt

This Cause coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill, the Amended Answer with a Statement of a Contract annexed, the Amended Replication with Copies of three Letters annexed, the Amended Rejoinder, the Surrejoinder, the Rebutter, the

(Two)

Subscriptions and Depositions on the part of the
Plaintiff Marked A and B annexed
Exhibited on the part of the Complainant The Interr
and Depositions on the part of the Defendant Exhi
on the part of the Defendant Ordered Hearing the
made Order by the Honble Thomas Dias Esqr Chancellor
Known Hills Court Table Clerk put to Answer
table Accordingly Dated and Done that the Defen
shall pay unto the Complainant the Sum
of Three Hundred and Thirty Pagodas Twenty
and Sixteen Cash Pagod 330. Pa. 16. Together
Cash Interest as now is or shall hereafter become
thereon until full Payment is made as shall
this Suit

Filed the 6th June 1777

(177)

(Two)

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Shewe
this Honble Court Your Orator Godwin Cuthbert Sh
George Merchant that Trupalivanum Venadachella
Lah Madrapauchum Cunda Pillah of Madras Mer
Taffe Hands indebted unto Your Orator in the Sum
Just Cum of Three hundred thirty five Pagodas
and Seventy Cash Current Money of
dras making in Sterling Money of Great Britain
the Sum of Eight Hundred

(1945)

One hundred and thirty four Pounds seven Shillings and
Two Pence or thereabouts as will more fully and at large
appear by a Contract Bond and an Account Current here
unto annexed for the Inspection of this Honble Court
to which Your Orator most humbly refers and prays
the same may be admitted as part of this Your Orators
Bill of Complaint, and Your Orator further sheweth
unto this Honble Court that he hath frequently and
in an Amicable Manner Requested payment of the
said Sum of Three hundred and thirty five Pagodas
thirty Seven Fanams and Twenty Cash from the
said Trupalivanum Venadachellam Pillah and
Madrapauchum Cunda Pillah

But now so it is may it please this Honble
Court the said Trupalivanum Venatachellah Pillah and Ma
drapauchum Cunda Pillah obstinately and wilfully refuses
to pay the same or to give Your Orator any manner of Satis
faction touching the premises Your Orator therefore prays
a Genl relief such as to this Honble Court shall appear
agreeable to equity and good conscience to the End therefore
that the said Trupalivanum Venadachella Pillah and Ma
drapauchum Cunda Pillah upon their corporal Oaths full
true direct and perfect Answer make to all and singular
the Matters and things herein before set forth and alledged
as fully truly and effectually to all Intents and purposes as
if the same were hereagain repeated and particularly In
terrogated and that they may be Decreed to pay unto Your
Orator the aforesaid sum of Three hundred & thirty five
Pagodas thirty seven Fanams & Twenty Cash together with
all such Interest as now is or shall hereafter become

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One yard wide and Eight Yards long at 6½ Madras Pagodas ℔ Corge Amounting to 39 Pagodas 36 — Six Corges Moreen 2¾ cubits wide 6⅝ Cubits long at 12½ — Madras Pagodas ℔ Corge amounting to 8 Pagodas 7½ in all 22 Corges Amounting to Madras Pagodas 309 — the abovementioned Goods to be delivered by Seagapah Chitty at Ganjapatam on or before the Tenth June next ensuing and default of performing the premises or Goods prove to be deficient in there or in Sense or Measure agreeable to the Agreement for that purpose we do hereby bind and agree ourselves to refused the said Sum of three hundred and Nine Pagodas with a Bufet in your favore of Twenty five ℔ Cent ℔ 76 Pagodas Thus We do with our consent We give this Agreement

(Signed)

Witnesses
Mordu Naick
&
Soorjah

Vencatachellum L.S.
Ramyah for Conde Pillah

A true Translation as near as can be from the Original Malabar Language

Hy DuPuy
Asst Compt

1006

Know all Men by these Presents

We Tirupalaveram Vencatachella Pillah and Narrain Conde Pillah Jointly and Separately Residing at Ganjapatam and Subjects of the Honble United English East India Company Do Acknowledge to have Received from Mr Gedney Clerk the Sum of Three hundred and Nine Madras Pagodas / Madras Pagodas 309 / for which we do hereby Covenant and Promise to provide the following Piece Goods viz 8 Corges of Blue Bunjys 2⅝ Cubits wide and 16 Cubits long at 19½ Madras Pagodas the Corge Amounting to Pagodas 154

Ganjapatam the 15th April 1777

Witness
Mordu Naick
&
Soorjah

Tirupalaveram Vencatachella Pillah
Narrain Conde Pillah

Hy DuPuy
Asst Compt

1777
June 14th
This Bill was Sworn to
me between the Hours of
Ten and Eleven Forenoon
Present Court Hy

Andrew Maxwell
Mayor

Mayors Court at Madraspatnam

Tuesday the 26th day August Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
Edward John Holland and Alexr Brodie
Aldermen

Between Gedion Firth of Fort Saint George Merchant Complainant and Poripalavanum Venetachellah Pillah & Madrapauckum Cunda Pillah of Madras Inhabitants Defendant

It Appearing by the Records of this Court that the Usual Rules have Issued for the Defendants to Answer the Complainants Bill which they have Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and Just Sum of Three Hundred and Thirty five Pagodas thirty Seven fanams and Twenty Cash Pags. 335.37.20 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

A. Cruz

(1010)

Filed the 5th July 1777

To the Honble the Mayor
Court at Madras sitting

Humbly Complaining Sheweth unto
this Honble Court your Orator Allan Kirkpatrick Esqr
Madras Inhabitant that Leopold de Hayde late of the same
Inhabitant Stands Indebted unto your Orator in the Sum
just Sum of Twenty Eight Pagodas Twenty five Fanams and
Sixteen Cash Current Money of Madras Reckoning in Silver
Money of Great Britain all the Sum of Eight Hundred
& Sixty Pagodas the Sum of Eleven Pounds Six Shillings
& Sixpence Sterling Money of Great Britain as appears
by Bond Given by the Said Defendant Leopold de Hayde
bearing Date the 21st day of September 1776 Payable
Six Months after Date thereof Which Bond your Orator
Produced for the Inspection of this Honble Court in Court
Proceedings may be referred to as part of this his Bill of Complaint
Whereas your Orator has frequently and in an Amicable Manner
Requested Payment of the Said Sum of Twenty Eight Pagodas
Twenty Fanams and Sixteen Cash from the Said Leopold de Hayde
But the said Leopold de Hayde Combining and Confederating
with the said Leopold de Hayde absconds and Secretly
refuses to pay the same or give your Orator any Manner
of Satisfaction touching the Premises to your Orator Wherefore
Prays a Special Writ may Issue to the Honble Court of
appear agreable to Equity and the Customs of this
Therefore that the said Leopold de Hayde may upon
Corporal Oath to the best of his Knowledge and
and Singular Remembrance and Belief Answer to
and Allegations aforesaid and that he may
Purposes as aforesaid

(1011)

Particularly Interrogated and that he may be Decreed to pay unto
your Orator the aforesaid sum of Twenty Eight Pagodas Twenty
Five Fanams and Sixteen Cash together with Interest
as shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the
said Leopold de Hayde to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madras aforesaid and
his Deputy 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 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

By Dr Pery
Advocate

Dr Leopold de Hayde in Account Current with Allan Kirkpatrick Esqr

1776					
Sept 21	To a Bond Executed this day		1776 Oct 6	By Cash Received in part	10.—.—
			1777		
			Jany 4	By Do Do	1.—.—
					11.—.—
			1777 July 5	By Balance due this day	28.25.16.
	Pagodas	39.25.16		Pagodas	39.25.16

Fort St George
5th July 1777

Mayors Court at
Madraspatnam

Anno Domini

Between

Plaintiff

and

Defendant

Appearing by the Records of
that the said Defendant
was by Order of this Court
ing This Court with the
Days and with Accruing Cost
Defendant shall pay unto the Complainant the full
Sum of Twenty Eight Pagodas Twenty four
and Sixty Cash (Vizt. Pags. 28. 24. 16.) together with
all such Interest as may be Accruing thereon until full Payment & Satisfaction be made unto
Cost of Suit

Filed the 31st May 1771

(8)

(1)

To the Noble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Noble Court Your Orator Peere Simon of Madras Inhabitant
that Abraham Angel of the same place Inhabitant stands indebted
unto Your Orator in the full and just Sum of Sixty three Pagodas
Five Fanams and Forty Cash, Current Money of Madras, Making
in Sterling Money of Great Britain, at the rate of Eight
Shillings for every Pagoda the Sum of Twenty five Pounds and
Five Shillings or thereabouts as will more fully and at large ap-
pear by an Account Current hereunto Annexed for the Inspection
of this Noble Court to which Your Orator most humbly Refers
Himself Praying that the same may be Admitted as Part of this
Bill of Complaint And whereas Your Orator hath frequently
and in friendly Manner Requested the Payment of the said Sum
of Sixty three Pagodas Five Fanams and Forty Cash

But now so it is and may it Please this
Noble Court the said Abraham Angel Contriving and Intending
Wholly to Defraud your Orator of the same or to give Your Orator any Manner of Relief
Concerning the Premises Your Orator Prays as Aforesaid
Relief such as this Noble Court shall appear agreeable to Equity
and Good Conscience To the End therefore that the said
Abraham Angel may upon his Corporal Oath full true di-
rect and Perfect Answer make to all and Singular the Mat-
ters and things herein before Set forth and Alledged as fully truly
and Distinctly to all Intents and Purposes as if the same
were here again Recited and Particularly Interrogated and

(No 14)

and that he may be Bound to pay unto Your Orator
Several Sum of Sixty Nine Pounds Five Shillings
and forty Six Pence with all such Subsequent Costs
he/she hath run Your Orator to Charges about this Suit

May it please this Honourable
Court to Grant Unto Your Orator Most Gracious Writ
and Writs of Subpoena Issued by the Authority of this Court
Directed to the Sheriff of Saint Mary's County
Commanding him the said Thomas Mitchell
personally to be and appear before this Honourable Court
on some certain Day to be therein mentioned then and there
to Answer the premises and further to Stand to
and abide by such Order and Decree therein
Humble Court shall seem Meet

31st May 1771

Thomas Mitchell

Subscribed & Sworn to before me
Day & Year Returnable Next Court

Andrew Hagner
Clerk

(No 15)

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Mr. Abraham Wright Dr.

| | | |

Mayors Court at
Madrasphatnam

Sunday the 26th day of August
Anno Domini 1711

Present

Andrew Majendie Esquire Mayor
Edward John Holland & Thos Bradle
Aldermen

Between Ann Lingapa
Inhabitant England
Appellant

Hearing the Records of this Court
Read the Bill exhibited by the Defendant to answer the Charge
Exhibited against him by this Court at their
Request for the Cause & Reasons and Matters
Contained in the Defendants Bill of Complaint
Dated the 21st July 1711 Pagoda 63-5- Hoy Signed with all and Singular
the Circumstances thereto belonging & Consideration
had of the Premises

It is Ordered Adjudged & Decreed that the Defendant
Do Answer the Complaint of the Plaintiff
Exhibited against him by this Court at their
Request for the Cause & Reasons and Matters
Contained in the Defendants Bill of Complaint
Dated the 21st July 1711 Pagoda 63-5- Hoy Signed with all and Singular
the Circumstances thereto belonging & Consideration
had of the Premises

Filed the 21st July 1711

183

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaineing Sheweth unto this Honble Court Your Orator Arengheadale Ramasswamy by his Attorney Verdune Johnson of Madras Inhabitant that Rangaroo of Conjeveram late of Present of Madras Inhabitant Stands Indebted unto Your Orator in the Sum of Seventy five Pagodas and twenty one Fanams Current Money of Madras Making and Stating Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the sum Sixty Pounds and four Shillings thereabouts as will more fully and at Large appear by an Account Current an Assignment or Transfer with Power of Attorney hereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be Admitted as part of this his Bill of Complaint And Whereas Your Orator hath frequently and in a Friendly manner Required Payment from the said Rangaroo of the said Sum of Seventy five Pagodas and twenty one Fanams

But Notwithstanding the said Rangaroo Obstinately and wilfully refuses to Pay the same and give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a Subpoena may Issue to the Honble Court thereby Commanding the said Rangaroo to be and Appear before this Honble Court at a Certain Day and Time to be Limited by the Court and then and there to Answer the Premises and Stand to and Abide such Order and Decree therein as to this Honble Court shall seem Meet and Your Orator shall ever Pray &c

Verdune Johnson
Attorney for Complt

and that he may be Ruled to pay unto your Orator
said sum of Seventy five Pagodas and twenty one Fanams
together with all such Interest as more or less shall be
become due thereon also all Cost of this Suit.

May it Please this Honble Court to Grant
said Benjaroo the Commonly Writ of Subpœna
Fort Saint George Town & Madraspatnam and the Sheriff
thereof Personally to be and Appear before this Honble Court
Certain Time to be by this Honble Court Appointed
and Appointed then and there Answer the Premises
of Complaint and further to Stand and abide such Order
& Decree therein as to this Honble Court shall seem

Fort Saint George
21st July 1777

The Bill was then heard in the Cause
of Appearance the Complainants Atty
having made Oath to the Truth of the
Demand and that he best Knows to believe
the Defendant will depart from the Jurisdiction
of this Court on hearing the Bill is filed against
him Let a Summons Attachment issue Returnable
and Warrant of Arrest Issue

Andrew Ranfordier
Mayor

1784 (1019)

Dr. Bangaroo in Account Curr with Avenegheadala Ramaswamy Cr.

1777				1777			
July	15	To Cash lent you this day	30.-.-	July	15	By Ballance	75.21.-
		To Interest on ditto from 15th July 1777 to 15th July 1777 is 6 Years	21.21.-				
		To Value of 2 Diamonds	24.-.-				
		Pagodas	75.21.-			Pagodas	75.21.-

Fort Saint George
15th July 1777
Errors Excepted

To all People to whome these Presents shall come greeting
Whereas Bangaroo of Tanjauroom but at Present of Madras Inhabitant on the Ballance of an Account Current bearing Date the fifteenth day of July in the Year of Our Lord One Thousand Seven hundred and Seventy Seven Stands Indebted unto Avenegheadala Ramaswamy of Madras Inhabitant in the Sum of Seventy five Pagodas and twenty one Fanams Now Knowye that the said Avenegheadala Ramaswamy for a Valuable Consideration to him in hand paid by Fortune Johnson of Madras Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Avenegheadala Ramaswamy Doth hereby Acknowledge he the said Avenegheadala Ramaswamy Hath Assigned and set over and by these Presents Doth Assign and set over unto the said Fortune Johnson the said Account Current and the Money or Amount Principal and Interest thereupon Due and Owing and which may become thereon and all his Right and Interest in and to the same and every part thereof and the said Avenegheadala Ramaswamy for the Consideration

Consideration for and hath made Constituted and Appo
and by these Presents Doth make Constitute and Appoint
said Fortune Johnson his Executor and Administrato
and Lawfull Attorney and Attornies Irrevocable for him
in his name and his Name and Names stead Execu
Administrators and to his and Their Proper Use and ben
of the said Fortune Johnson his Executor Administrator
assigns to ask Require Demand and Receive of and
and his Their Executors and Administrators Receipts
to become due and payable Arrears Annuel Annuel and Monthly
Money of the said Fortune Johnson his Their Executors
matters to the Same and Every part thereof
of the Pillar of the said Arrears Annuel and Monthly
Abram and Dirckanjee Kistnamah me or mine Atto
Attornies under him to Substitute and make Revoke
Fortune Johnson or his Attorney or Attorny under him
Lawfully doing by Virtues Hereof Ratifying Allowing
my said Lawfull Attorney or Attorny under him
Ramasawmy the Arrears and Annuel Monthly Sum
to the said Youngchadale Ramasawmy hath and shall
with Power to Receive the said Money Due or to Become Due
Sums of the said Arrears Annuel Monthly Sum
shall or will Release or Discharge Ramasawmy or any part thereof
but will from and after the Lawfull Revoking thereof
thereof he the said Fortune Johnson doing the said Youngchadale
Ramasawmy harmless and Indemnified for and Concerning
from to him Youngchadale Ramasawmy his Executors
Youngchadale Ramasawmy doth hereunto
hand and Seal in Madras this Twenty
Day of July in the Year of our Lord One

Seven hundred and Seventy Seven 1765

Signed Sealed and Delivered
where no Stampt Paper is to be had
In the Presence of
One Lt Anderson
Mathew Mendes

Mayors Court at
Madrasapatnam

Tuesday the 2d day of September
Anno Domini 1777

Present
Andrew Majendie Esquire Mayor
John Turing and George Proctor
Aldermen

Between Youngchadale
Ramasawmy by his Attorney in
Fortune Johnson of Madras
Inhabitant Complainant and
Bangaroo of Conjeveram but at
of Madras Inhabitant Defendant

It Appearing by the Records of this Court
that the Usual Rules have issued for the Defendant to Answer
the Complainants Bill which he has Neglected doing This
Court doth therefore think fit to Order and Decree and doth
Accordingly Order and Decree that the Defendant shall pay
unto the Complainant the full and Just Sum of Twenty
five Pagodas and Twenty One Fanams (Pags 25.21) Together
with all such Interest as now is or shall hereafter become
Due

(1022)

Rec Honble until fur Signature is made Absent

Exhibit

Filed the 26th May 1777

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth
Unto Your Honble Court Your Orator Godfrey Bromley of
Madraspatam Attorney at Law and Agent for the Honble
United East India Company Plaintiff for himself
in this behalf humbly and duly Complains That Your Orator
is Justly Entitled to the Sum of Thirty Nine Pagodas Eight fanams and Seventy
Cash Current Money of Madraspatam and Value Received
Bills of Exchange Drawn on Him by Conney aurrum and
Bhagavandoss Merchants of Madraspatam Payable to their
Own Order at Thirty Days Sight Dated the 30th April 1776
and at Usance Drawn on Him by the said Merchants
on Bhagavandoss for Value Received Payable to their
own Order at Thirty Days Sight Dated the 30th April 1776
Which Bills of Exchange Your Orator Duly Accepted
and Paid when they became Due and Payable and
Your Orator Hath Ever since Been Ready and Willing
to Deliver up the said Bills of Exchange to be Cancelled
as this Honble Court Shall Direct and Appoint
Your Orator Hath Applied to the said Conney aurrum
and Bhagavandoss for the Payment of the said Sum of
Thirty Nine Pagodas Eight fanams and Seventy Cash
Current Money of Madraspatam and Value Received
as aforesaid but they Refuse to Pay the same
Your Orator Hath Applied to Counsel Learned in the Law
for his Opinion whether he can Recover the said Sum
of Thirty Nine Pagodas Eight fanams and Seventy Cash
Current Money of Madraspatam and Value Received
as aforesaid and is Advised that he can Recover the same
Your Orator Hath Applied to the said Conney aurrum
and Bhagavandoss for the Payment of the said Sum of
Thirty Nine Pagodas Eight fanams and Seventy Cash
Current Money of Madraspatam and Value Received
as aforesaid but they Refuse to Pay the same
Your Orator Hath Applied to Counsel Learned in the Law
for his Opinion whether he can Recover the said Sum
of Thirty Nine Pagodas Eight fanams and Seventy Cash
Current Money of Madraspatam and Value Received
as aforesaid and is Advised that he can Recover the same
Your Orator Hath Applied to the said Conney aurrum
and Bhagavandoss for the Payment of the said Sum of
Thirty Nine Pagodas Eight fanams and Seventy Cash
Current Money of Madraspatam and Value Received
as aforesaid but they Refuse to Pay the same
Your Orator Hath Applied to Counsel Learned in the Law
for his Opinion whether he can Recover the said Sum
of Thirty Nine Pagodas Eight fanams and Seventy Cash
Current Money of Madraspatam and Value Received
as aforesaid and is Advised that he can Recover the same

But now so it is and May it please this
Honble Court the said Conney aurrum Obstinately and Wilfully
Refuse to Pay the same or any Part thereof to Your Orator any Promise
Agreement or Undertaking touching the Premises Your Orator Therefore Prays
Process of this Honble Court May Issue Requiring the said
Conney aurrum and Bhagavandoss Personally to be and Appear before
this Honble Court at a Certain Time to be Limited by this Honble Court
and Then and There to Answer the Premises and Stand to Perform
such Order and Decree Therein as to this Honble Court Shall Seem Meet
And Your Orator Shall Ever Pray &c

Godfrey Bromley
Att'y for Complainant

186 (1023)

matters and things herein before Setforth and alledged as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Thirty Nine Pagodas Eight fanams and Seventy Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Conney aurrum to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your 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

24th May 1777

Godfrey Bromley
Att'y for Complainant

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

Andrew Majendie
Mayor

Dr Conney aurrum in Acct Curt with Agatomby Moodely &c

1776 April 30	To Cash lent on your Mortgage Bond	35			1777 April 24	By Balance due	39 8 70
	To Interest on Ditto from the 31 April 1776 to the 30 April 1777 is 1 Year @ 12 p Cent	4	8	70			
	Pagodas	39	8	70		Pagodas	39 8 70

Madras 30 April 1777
Errors Excepted

(434)

Translate for Mortgage Obligation Dated 15th August

I Conyaurum the Merchant Managatta Nonnagatta
duly Depose this Mortgage Obligation is Executed by Ayatomby
of Chinna Pauchay and in Intelligent Canarin know
and Dwelter Bangy village of the Bailiwick of Mallapa
the with Hall Ground and all Appurtenances thereunto belo
and Have Granted Bargained Sold Assigned and set
of Ninety Nine Pagodas Duly Current Money of Madra
him Promise to pay with Interest that may become due
Specialty Obligation Executed by me Dated the
Same Day Whereof Default Hath been Made
the said Debtor for me to Execute him Such
Carry with them Good Sufficient Deed of Conveyance
the Premises All Appurtenances thereunto belonging
Madly Subscribed the Mortgage Obligation in my Pre
Witness Managadan Canakaddan Moodly & Comp
By their knowledge Drawn by Conyay Pracadin

Witnesses Signed
Canakaddan
Canyan

(Signed) Conyaurum

Attn Translated by Dorjy
Court Interpreter

Chas Bromley
Atty Complt

Translate for Agreement Obligation Dated 30th April

I Conyaurum Son of Managatta Nonnagatta
duly Depose this Obligation is Executed by Ayatomby Moodly
to me Some time ago (Pagodas) my Property Situated and
from him a sum of (Pagodas) the whole sum being not
and you having Signed many Obligations Bonds and Writings

187

(435)

I do make the following Agreement in presence of Cadeeum-
-bankum Chingayah Moodelly and Ponachetty Andeapah
Moodelly As on Account of the former Bond due thirty five
Pagodas Twenty of which I promise to pay on or before the 30th
of May Next and the Remaining fifteen Pagodas in the Month
of August following And default of such payment you are
hereby impowered to Enjoy the said Inheritance and the Parties
agreeable to the former Bond By my Consent I do give the
limitted Obligation Drawn by Andeapah

Witnesses (Signed)
Chingeah

(Signed) Conyaurum

True Translation as near as can be from the
Originals Malabar Language by Dorjy Naigue Sworn
Interpreter

Chas Bromley
Atty Complainant

To all People to whom these Presents shall come greeting
Whereas Conyaurum of Madras Merchant in the Ballance
of an Account Current bearing date the Fourteenth April in the
present Year of our Lord One Thousand Seven Hundred and
Seventy Seven arising upon his Cadjan Bond Stands Indebted
unto Ayatomby Moodelly of the same place Merchant in
the Sum of Ninety Nine Pagodas Eight Fanams and Seventy Ch
Now know ye that the said Ayatomby Moodelly for and
in Consideration to him in hand paid by John Maddox
of Madras aforesaid Inhabitant at or before the Sealing and
delivery of these Presents the Receipt whereof he the said Aya-
tomby doth hereby acknowledge He the said Ayatomby
hath Bargained Sold and by these Presents Doth
Assign

8.8

The Fifteenth Day of May in the Year of our Lord One
Thousand Seven Hundred and Seventy Seven

Signed Sealed & Delivered
in the presence of

Mayor's Court at
Madraspatnam

Tuesday the 2 Day of September
Anno Domini 1777

Present

Andrew Mayndie Esquire Mayor
John Turing and George Proctor
Aldermen

Between Ayalomby
Moodly & his Attorney John
Maddox of Madraspatnam Inhabitant
Complainant and Cross-returne
The Same place Merchant
Defendant

It Appearing by the Records of this Court
that the Usual Rules have been used for the Defendant to Answer
the Complainants Bill which he has Neglected doing This
Court doth therefore think fit to Order and Decree and
doth Accordingly Order and Decree that the Defendant shall
pay unto the Complainant the said one hundred Pagodas
Nine Pagodas Eight fanams and seventy Cash / 109.8.70 /
together with all such Interest as now is or shall hereafter
become Due thereon until full Payment is made also all
Costs of this Suit

Mayor

1928

No 15th Septr 1777

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth unto Your
Honble Court Your Orator Thomas Dyson of Madras
Merchant that Meer Mogull Mahomed Baker and Meer
Hajeem have now in their Cabs Meer Abdull Rah-
man of Madras Merchant standing justly and truly
Indebted unto Your Orator in the Principal Sum of Two
and five hundred Pagodas Current Money of Madras
in Sterling Money of Great Britain Fifteen
Shillings for every Pagoda the Sum of One Thousand
hundred Pounds as will more fully and at large appear
by the said Meer Mogull Mahomed Baker Obligation under his Hands and
Seals bearing date the Fifteenth day of June in the present
Year of Our Lord One Thousand seven hundred and eighty
nine Copy whereof Your Orator craves leave to annex to and
to be taken as part of this Your Orator Bill of Complaint
admitted as part of this Your Orator Bill of Complaint
And Whereas Your Orator hath frequently and in a
amiable Manner requested Payment from the said
Mogull Mahomed Baker & Meer Hajeem of the
Sum of Two Thousand & five hundred Pagodas

But now so it is and May please Your
Honble Court the said Meer Mogull Mahomed Baker &
Meer Hajeem Wickedly and unjustly refuse to Pay the same
or any part thereof to Your Orator in any manner of Satisfaction tending
Wherefore Your Orator therefore Prays Process of Subpoena

1929

1.89

as to this Honble Court shall appear agreeable to Equity and good
Conscience To the End therefore that the said Meer Mogull Ma-
homed Baker & Meer Hajeem may upon their Corporal Oaths
a full true Direct and perfect Answer make to all and singular
the Matters and things herein before set forth and alledged as fully
truly and effectually to all Intents and purposes as if the same
were here again repeated and particularly interrogated and that they
may be decreed to Pay unto Your Orator the aforesaid Sum of Two
Thousand and five Hundred Pagodas together with all such In-
terest 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 Meer Mogull Mahomed Baker & Meer Hajeem to be sum-
moned and required by the Sheriff of Fort Saint George Town of
Madraspatam and the Districts thereof Personally to be and
appear before this Honble Court at a certain time & place to be
by this Honble Court prefixed and appointed then and there to
answer this Your Orators Bill of Complaint & further to stand
to and abide by such Order and Decree therein as to this Honble
Court shall seem Meet

15th Septr 1777

Chas. Bromley
Atty Compt

This Bill being Sworn to me between
the Days of Adjournment I do summon you

Andrew Majendie
Mayor

Twelfth day of June in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven.

Signed Sealed & delivered in the presence of

Mr. Muhammad Ali (L.S.)

Mr. Ghulam Shah (L.S.)

Attne Copy. Chas. Bromley
Atty Complainant

Mayors Court at Madraspatnam

Tuesday the 16th day of September Anno Domini 1777

Present

Andrew Ogilvie Esquire Mayor
John Turing and Alexander Brodie
Esquires

Between Thomas Ogilvie of Fort Saint George Merchant Compalainant and Meer Mogull Mahomed Banker and Meer Hajeem Sons and Heirs of the late Meer Abdull Hakeem Deceased of Madras Merchant Defendants

The Defendant Meer Mogull Mahomed Banker being in Court and acknowledging the Justness of the Complainants Demand. This Court doth therefore thereby

to Order and Decree and dismiss Your Said Orator's
said Defendant Sultan Mogull Mahomed Bunder shall
the Complainant the full and just sum of Four Thou
five Hundred Pagodas of Augt 1756 ——— together with
such Interest as now is or shall hereafter become due
until full Payment is made also the Costs of this Suit

May it

Filed the 21st June 1759.

To the Hon'ble the Mayor
Court at Madrid[illegible]

Humbly Complaining Shew
the Most Noble Court Your Orator Pyze Bell of Madras
that Shek Mustafa formerly of Madras Merchant
Indebted unto Your Orator in the full and just sum
Hundred and Three Pagodas and Twenty Nine Fanams
Money of Madras Making in Sterling Money of Great
Britain the Sum of One Hundred and Twenty two
Shillings and four Pence as Madras is well known
at large appears from Account hereunto annexed
Sum the Said Shek Mustafa Your Orator well knows
Before and Since that the same ought to be paid
the Said Shek Complainant the Defendant Your Orator
frequently and Importunately Demanded the
the Sum of Four Hundred and Three Pagodas
& Twenty

wilfully refuses to pay the same or to give Your Orator
any Manner of Satisfaction touching the Premises
Your Orator prays a general Relief such as to this
Honble Court shall appear agreeable to Equity and
good Conscience To the End therefore that the
said Shek Mustafa May upon his Corporal Oath
full true Direct and perfect Answer make to all and
Singular the Matters and things herein before set forth
and alledged as fully, truly and effectually, to all intents
and purposes as if the same were here again repeated
and particularly interrogated and that he may be
Decreed to pay unto Your Orator the aforesaid Sum of
Four Hundred and Three Pagodas and Twenty Nine
Fanams Madras Interest Now so or shall
hereafter become due thereon and all Costs of this Suit
May it please this Honble Court
to Cause the said Shek Mustafa to be Commanded
and Required by the Sheriff of Fort St. George
Peon of Mandarin and the Peons belonging
thereto to be and Appear before this Honble Court
at Clem Time Day to be by this Honble Court
Fixed and Appointed then and there to Answer the Pre
Premises Bill of Complaint and further to and
Abide by such Order and Decree therein as to this
Honble Court shall seem meet

21st June 1759

Sworn in Court the day of
Appearance the Complainant
having made Oath to the Truth of
this Bill

Dan'l Sharp
Att'y for Complt

Reason to believe the Defendant will withdraw himself from the Jurisdiction of this Court on hearing that a Bill is filed against him Let a Summons Returnable Immediately and a Warrant of Arrest Issue.

Andrew Majendie
Mayor

Shak Mustafa

1764. May 14th To the Amount Principal & Int. Due Originally Sworn to by the Plaintiff upon Contract Bond 1775 ..... 1775 ..... 1775 1775

To Interest on Ditto from the 25th Day of February 1775 to the 20 Day of January 1775 in 5 Years 3 Months & 25 Days @ 8 Per Cent Per Annum is ..... 274 ..... 84 274

To Cash paid Clk of Court 19 19

Amount Pagoda 377 377

Madras 21st June 1775
Error excepted
Clk of Court

Mayor's Court at Madraspatnam

Tuesday the 16th day of September Anno Domini 1777

Present
Andrew Majendie Esquire Mayor
John Turing and Alexander Brodie
Aldermen

Between Rob. Bell of Madras Mariner Complainant and Shak Mustafa at present in Madras Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have been used for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall unto the Complainant the full and Just Sum of Three Hundred and Three Pagodas and Twenty nine Fanams Pags. 303-29- together with all such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

C. Hall

Filed the 5th June 1777

To the Hon'ble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Hon'ble Court Your Orator Ponnusamy Naick by the
Peter Thompson Esqr Mayor Advocate Fiscal & Ecclesiastic
of the Sum Nine Pagoda Hands Inhabitants Your Orator
the Sum and Substance of Two Hundred and Eighty five Pagodas
Current Money of Madras Making in Sterling Money of
Britain Abatte of Eight Shillings for every Pagoda
Sum of One Hundred and fourteen Pounds or thereabouts
Bonds more particularly and at Large appear by Copy of
Translation for Mortgage Bond given and granted unto
Orator by the said Swaldeane Pennapilla Dated the Twenty
North Day of November which was in the Year of Our Lord
Thousand Seven Hundred and Seventy six as hereunto annexed
for the Inspection of this Hon'ble Court which Your Orator prays
may be Admitted as part of this his Bill of Complaint And
Whereas Your Orator hath frequently and in an Amicable
Manner Requested Payment from the said Swaldeane
Pennapilla the said Sum of Two Hundred and Eighty
five Pagodas

But now so it is May it Please this
Court that the said Swaldeane Pennapilla Craftily and Deceitfully
Refuses to Pay the same or to give Your Orator any manner
Satisfaction Tending to the Intention Your Orator therefore
prays a Special Relief that unto this Hon'ble Court may
appear Requisite to Grant and Decree Agreeable
Honours that Humble Prayer Ponnusamy Naick

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his Corporal Oath full true Direct and Perfect Answer make
to all and singular the Matters and things herein before set
forth and Alledged as fully truely and Effectually to all In-
tents and purposes as if the same were herea again Repeated
and particularly Interrogated and that he may be Decreed to
Pay unto Your Orator the aforesaid Sum of Two Hundred
and Eighty five 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 Hon'ble Court to Cause the
said Swaldeane Pennapilla to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madraspatnam and the Dis-
tricts thereof Personally to be and Appear before this Hon'ble Court
at a Certain Time and place to be by this Hon'ble Court Assigned
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 Hon'ble Court Shall Seem Meet

Hy Dubery
Atty Compt

29th of November 1776

I Swaldeane Pennapilla do give this Mortgage Obligation
to Ponnusamy Pomboe Naick of Madras now Urgent Occasion
I have Mortgaged & Bill of Sale of My House Situated at Swa-
deane in the Mummoor Cadapa Chitty Street on the East Line between
the Houses of Valyamya and Chinganah Chitty House & I have
Borrowed and Received of You the Sum of ₹285 Two Hundred and
Eighty

Eighty five Star Pagodas Current Money of Madras Which
I Promised to Pay or cause to be Paid on or before the Fourteenth day of December
With Such Interest as May become Due after the Rate of Six
Pr Annum Do give this my Bond or Obligation Witness my
Hand at Pallicatt this Twenty Second day of August
Twelve Pagodas Current Money of Madras Received by Me
=ntofore Witness my Hand Date above Written

Witnesses
Veddasa Boulle Chitty &
Valaventte Ramanpa

Signed
Pennapa

Know all Men by these Presents that I
Pennapa Wife of Ramanpa
Pallicatt in the District of Pallicatt in the Province of Madura
Do make Ordain Constitute and Appoint and in my Stead and Place put
and Depute my Trusty and Well beloved Friend Peter Thompson
Esquire of Pallicatt aforesaid my true and Lawfull Attorney for me
and in my Name and for my Use and Benefit to Ask Demand Sue for
Recover and Receive of and from all and Every Person and Persons
Bodies Politick and Corporate whatsoever all and Every Sum and
Sums of Money Debts Dues Goods Wares Merchandizes Effects and
Demands whatsoever which now are or hereafter shall become Due
Owing Payable or Belonging to me or my Executors Administrators
or Assigns and upon Receipt thereof or any part thereof for me and
in my Name or Names to Give and Sign sufficient Receipts Releases
and Discharges and Generally all and Every other Lawfull Act Deed
Matter and Thing whatsoever touching or concerning the Premises
as fully and Effectually to all Intents and Purposes as I the said
Pennapa could or might do if I were Personally present at the
Doing thereof Hereby Ratifying Allowing and Confirming all and
Whatsoever my said Attorney shall Lawfully do or cause to be done
in and about the Premises by Virtue of these Presents In Witness
whereof I have hereunto Set my Hand and Seal at Pallicatt aforesaid
this Twenty Second day of August in the Year of our Lord One
Thousand Seven Hundred and Eighty Seven

Signed Sealed and Delivered
in the Presence of us
Veddasa Boulle Chitty &
Valaventte Ramanpa

Signed
Pennapa

Know all Men by these Presents that I
Pennapa Wife of Ramanpa
Pallicatt in the District of Pallicatt in the Province of Madura
Do make Ordain Constitute and Appoint and in my Stead and Place put
and Depute my Trusty and Well beloved Friend Peter Thompson
Esquire of Pallicatt aforesaid my true and Lawfull Attorney for me
and in my Name and for my Use and Benefit to Ask Demand Sue for
Recover and Receive of and from all and Every Person and Persons
Bodies Politick and Corporate whatsoever all and Every Sum and
Sums of Money Debts Dues Goods Wares Merchandizes Effects and
Demands whatsoever which now are or hereafter shall become Due
Owing Payable or Belonging to me or my Executors Administrators
or Assigns and upon Receipt thereof or any part thereof for me and
in my Name or Names to Give and Sign sufficient Receipts Releases
and Discharges and Generally all and Every other Lawfull Act Deed
Matter and Thing whatsoever touching or concerning the Premises
as fully and Effectually to all Intents and Purposes as I the said
Pennapa could or might do if I were Personally present at the
Doing thereof Hereby Ratifying Allowing and Confirming all and
Whatsoever my said Attorney shall Lawfully do or cause to be done
in and about the Premises by Virtue of these Presents In Witness
whereof I have hereunto Set my Hand and Seal at Pallicatt aforesaid
this Twenty Second day of August in the Year of our Lord One
Thousand Seven Hundred and Eighty Seven

Signed Sealed and Delivered
in the Presence of us
Veddasa Boulle Chitty &
Valaventte Ramanpa

Signed
Pennapa

To all People to whom these presents shall
Greeting Whereas Pennapa Wife of Ramanpa
Dubash in and by One Mortgage Bond Bearing Date the
Twenty Ninth Day of September which was in the Year of
Our Lord One Thousand Seven Hundred and Eighty Six became
Due Personal Tombo Naick of the same place Dubash in
full and Just Sum of Two Hundred and Eighty Five Pagodas
Covenanted to be paid on or before the Fourteenth day of Decem
Next with Interest at the Rate of Twelve per Cent per Annum
as in Said Bond and Condition thereof may Appear
And Whereas it was thereby Agreed and Declared that
the Said Personal Tombo Naick should
be Entitled unto him in hand paid by Peter Thompson
Esquire Interest at or before the Sealing and Delivery of the
Receipt or Receipts of the said Personal Tombo Naick
Whereby he the said Personal Tombo Naick

assigned and Delivered and by these Presents Doth Assign and Set-
=over unto the said Peter Thompson the said Mortgage Bond and
the Money or Amount Principal and Interest thereupon Due
and Owing and which may become Due thereon and all his Right
and Interest of in and to the same and Every part thereof and the
said Personal Tombo Naick for the Consideration aforesaid hath
made Constituted and Appointed and by these Presents Doth make
Constitute and Appoint the said Peter Thompson his Executors and
Administrators his true and Lawfull Attorney and Attornies Irre-
=vocable 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 Peter Thompson his Executors Administrators and
Assigns to Ask Require Demand and Receive of the said Tuvaleane
Ponnapilla his Heirs Executors and Administrators the Money
Due and to become Due on the said Mortgage Bond and on Non
Payment thereof he the said Peter Thompson his Heirs Executors
and Administrators to Sue for and Recover the same and on
Payment thereof to Deliver up the said Mortgage Bond and
give sufficient Releases and Discharges therefore and one or More
Attorney or Attornies under him to Constitute and Whatsoever
the said Peter Thompson or his Attorney or Attornies under him
shall Lawfully do in the premises the said Personal Tombo
Naick Doth hereby Allow and Affirm and the said Personal
Tombo Naick Doth Covenant with the said Peter Thompson
that he the said Personal Tombo Naick hath not Received Nor
will Receive the said Money Due or to become Due on the said
Mortgage Bond or any part thereof Neither Shall or will Re
=lease or Discharge the same or any part thereof but will Own
and

and allow of all due & lawfull Proceedings for Recovery thereof
by the said Peter Thompson the said Jeremiah Lambert
Harmless of said from any Costs that may happen to them
on Which Bonds or any of them Execution is hereby Awarded
Given under our Hands and Seal in Madras this Ninth Day of June
in the Year of Our Lord One Thousand Seven hundred and Eighty
Seven

(1041)

Signed Sealed and Delivered
(where no Stamp is appointed to be
had in the Province)

Mayor's Court at
Madraspatnam

Tuesday the 16th day of Septr
Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
John Turing
Wm. Alexander Esqrs
Aldermen

Between Paramb
Lambert Clerk by his
Peter Thompson of Ma
Inhabitant Complain

1.95

(1042)

And Trevalliane Pimapilla
of the same place Dubash
Defendant

It Appearing by the Records of this
Court that the Usual Rules have issued for the Defendt
to Answer the Complainants Bill which he has Neglected
doing This Court doth therefore think fit to Order and De-
cree and doth Accordingly Order and Decree that the Defendt
shall pay the Complainant the full and just sum of Two
Hundred and Eighty five Pagodas / Pags 285 - - - / together
with all such Interest as now is or shall hereafter become Due
thereon until full Payment is made also all Costs of this Suit

By the Court

Filed the 8th September 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Swaminadda Paupiah by his
Attorney Anthony De Rozario of Madras Inhabitant that
Venkiah of Madras but at present of Madras Inhabitant Stand
Indebted unto Your Orator in the full and just sum of Two hun-
dred and ten 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 four Pounds or
thereabouts &c

thereabouts as will more fully and at large appear by
Account hereunto annexed for the Inspection of this Hon
Court and which Your Orator Prays may be Admitted
part of this his Bill of Complaint And Whereas Yo
Orator hath frequently and in an Amicable manner Re
ted Payment from the said Venkiah of the said Sum of
hundred and ten Pagodas

But now so it is May it please Your
Honble Court the said Venkiah Altogether and wilfully
refuses to pay the same or to give Your Orator any Sa
ner of Satisfaction touching the premises Your Orat
therefore prays a Special Relief and to this Hon
Court shall appear personally to Answer and full
ence To the End therefore that the said Venkiah
upon his Corporal Oath full true Direct and perfe
Answer make to all and singular the Matters and Thing
herein before set forth and alledged as fully truely
Effectually to all Intents and purposes as if the same
were herein again Repeated and particularly Interrog
and that he may be Decreed to pay unto Your Orator
aforesaid Sum of Five hundred and ten Pagodas
with all such Interest as now is or shall become
due thereon also all Cost of this Suit

May it Please this Hon
to Cause the said Venkiah to be Summoned and Appe
by the Sheriff of Fort Saint George Town of Madras
and the District thereof personally to be and Appear
for this Hon

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by this Honble Court perfixed 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

8th September 1777

This Bill is to be Shewn to me between
the Days of Adjournment Let a Summons
Issue thereon Returnable Next Court Day

Andrew Majendie
Mayor

Fly DeRiny
Atty Compt

Venkiah ..... Dr.

1775 July 25th To Cash lent You ..... Pagodas 210 - - -

Fort Saint George 8 Septem 1777
Errors Excepted
E.E.
Arangheddala Paupiah

To all People to whom these Presents shall come
Greeting Whereas Venkiah of Madras late of Present Madras
Inhabitant on the Balance of an Account Bearing Date the
second Date the second day of September in this present Year
of Our Lord One Thousand Seven hundred and Seventy Seven
stand Indebted unto Arangheddala Paupiah of Madras
Merchant in the Sum of Two hundred and ten Pagodas
Current Money of Madras Now Know ye that
the

the said Aranigheddala Panpiah for a Value Consid
to him in hand paid by Anthony De Rozario of M
Inhabitant at or before the sealing and delivery of
Presents the Receipt whereof he the said Aranigheddala Pa
has assigned set over sold & by these presents Doth assign
deliver unto the said Anthony De Rozario his said Ass
his Money or Account Principal and Interest thereof
Due and owing and which may become Due thereon
all their Right and Interest of in and to the same
Every part thereof and the said Aranigheddala Panpia
the Consideration afore said have made Constituted and
appointed and by these Presents Do make Constitute
appoint the said Anthony De Rozario his Executo
Administrators his true and Lawfull Attorney and Attor
Irrevocable for him and in his name and in the name
name of his Executors Administrators but for the
and Proper use and benefit of the said Anthony De
his Executors Administrators and assigns to ask Require
Demand and Receive of the said Heirs Ex
and Administrators the Money Due and to become
in the said Account and on Payment thereof the
Anthony De Rozario his Heirs Executors and Admin
tors to Sue for and Recover the same and on Payment
to deliver up the said Account and give sufficient
and Discharges therefore and one More Attorney
under him to Constitute and whatsoever the said Anthony
Rozario or his Attorney or Attorney under shall Lawfu
with the said Aranigheddala Panpiah

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said Aranigheddala Panpiah has not Received nor will Receive
the said Money Due or to become Due on the said Ballance of
the said Account or any part thereof neither shall or will Re-
lease or Discharge the same or any part thereof but will Sue
and allow of all Lawfull Proceedings for Recovery thereof he
the said Anthony De Rozario Saving the said Aranigheddala
Panpiah harmless of and from any Cost that may happen to
him thereby

In Witness whereof the the said Arani-
gheddala Panpiah have here unto set his hand and Seal in
Madrass this Second day of September in the Year of our Lord
One Thousand Seven hundred and Seventy Seven

Signed Sealed and Delivered
where no Stamp Paper is to be had
In the Presence of

Mayors Court
Madraspatnam

Tuesday the 23d day of Septr.
Anno Domini 1777

Present
Andrew Mayendie Esquire Mayor
James Call and George Proctor
Aldermen

Between Aranigheddala
Panpiah by his Attorney Anthony
De R

De Regnia &c Madras Cobalt
Complainant and Cockish &c
Cat at present &c Madras Cobalt
Defendant

The Defendant having in Court
ing the Lodge &c

Order and Decree that the Defendant do pay unto the
the Sum of Two Hundred and Ten Pagodas
210 — together with all such Interest as may accrue thereon
from the become Due thereon until full Payment is made
Decree of this Court

£168

This Indenture made the 2d Day of August in the
Year of Our Lord One Thousand seven hundred and twenty
Between John Aldridge and Bridget his Wife of the
United Company of Merchants of England trading to the
Indies at present and Cobalonia near Fort St George and the
of Coromandel of the One part and George Taswell of Cobalonia
aforesaid Merchant of the other part Witnesseth that the said
and in Consideration of the Sum of Six hundred and Fifty
of Lawfull Money of Great Britain to the said John Al
in hand paid by the said George Taswell at or before the
of these Presents the Receipt whereof the said John
Doth hereby Release Grant and Assure unto

Doth Acquit Exonerate and Discharge the said George Taswell
his Heirs Executors Administrators and Assigns and every of
them for ever by these Presents / He the said John Aldridge
Hath Granted Bargained Sold Aliened Enfeoffed and
Confirmed and by these Presents Doth Grant Bargain
Sell Alien Enfeoff and Confirm unto the said George
Taswell his Heirs and Assigns for ever all that Estate Houses
Tenements and Lands which the said John Aldridges
Grand Father Miles Aldridge late of Cobalonia in the County
of Gloucester Deceased was in his Lifetime and at the time
of his Decease Seized or Possessed of situated at Cobalonia in the
Parish of Cobalonia in the County of Gloucester which on the
Decease of the said Miles Aldridge did Descend upon or
become the Sole and entire Property of the said John Aldridge
which said Estate Houses Tenements Lands and Premises
are now or lately were in the Tenure or Occupation of
One Clarke who lives formerly at Castings
ton together with all and Singular the Premises and
Appurtenances thereunto belonging or in any wise Ap
pertaining And the Reversion and Reversions Remainder
and Remainders of all and Singular the said Estate Houses
Lands Tenements Hereditaments and Premises hereby
Granted and every part and Parcell thereof and all the
Rents Issues Services and Profits thereof or thereunto be
longing or Appertaining and all the Estate Right Title
Interest Claim and Demand whatsoever of him the
said John Aldridge of into or out of the same and every
part and Parcell thereof and all and every the Deeds Evidences
and Writings whatsoever touching or Concerning the said
Estate

(1048)

Elate Houses Lands Tenements Hereditaments and Premises whatsoever hereby Granted or mentioned or Intended or any part or Parcel thereof To have and to hold the said Houses Tenements Lands and all and Singular the Premises hereby Granted Bargained and Sold or mentioned or Intended or to be hereby granted And Every part and Parcel thereof with their and every of their Appurtenances unto the said George Sewell his Heirs and Assigns To the only proper use and behoof of him the said George Sewell his Heirs and Assigns forever And the said John Ostridge doth hereby Covenant and Grant for himself his Heirs that he the said John Ostridge and his Heirs the said Elate Houses Lands Tenements Hereditaments Premises with their and every of their Appurtenances unto the said George Sewell his Heirs and Assigns against him the said John Ostridge and his Heirs against all and every other Person and Persons whatsoever shall and will warrant and for ever defend by these Presents And further that he the said John Ostridge and his Heirs and all and every other Person and Persons and his and their Heirs any thing having or Claiming in the said Elate and Premises aforementioned or any part thereof by from or under him them or any part thereof shall and will from time to time and at all times hereafter upon Reasonable Request and at the Proper Cost and Charges in the Law of the said George Sewell his Heirs or Assigns make and Execute or cause to be made and Executed

(1049)

199

and every such further and other lawfull and Reasonable Act and Acts thing and things in the Law whatsoever for the further better and more Perfect granting Conveying and Assuring of all and Singular the Premises aforementioned with the Appurtenances unto the said George Sewell his Heirs and Assigns To the only Proper use and behoof of him the said George Sewell his Heirs and Assigns for ever as by the said George Sewell his Heirs or Assigns his or their Counsel learned in the Law shall be Reasonably Devised or advised and Required In Witness whereof the said John Ostridge hath hereunto Set his Hand and Seal in Addalore aforesaid the Day and year first above written

Signed Sealed and Delivered (where no Stamp'd Paper is to be had in the Presence of)

H. D. Harding Lieut in the Honble Comps Service
Jas O Hara Lieut in the Honble Comps Service
R Guy

John Ostridge (L.S.)

A true Copy of the Original Registered in the Honble the Mayor's Court at Madraspatnam this 16th Day of September 1777 The Original delivered again by Order of Court

James Taylor
Regr

(1405)

Know all Men by these Present that I Miles
Miles Aldridge late of Calcot in the County of Glouc
now in his Life time Was at the time of his Decease
Right of a Real Estate Situated at Clapsty in the Pa
Calcot in the County of Gloucester aforesaid which said
Houses Lands or Tenements did on the Decease of the said
Aldridge descend upon or become the Sole And entire prop
of John Aldridge an Ensign in the Service of the United
Company of Merchants of England Trading to the East Indies
present at Cuddalore near Fort St George on Madras in the
of Coromandel in the East Indies his the said Miles Aldr
Grandson And the said Estate is now or lately was in the
or Occupation of Ri
Parker who held from
at Carlington And whereas the said John Aldridge
sole Heir of the said Real Estate Houses Lands or Tenements And
unto George Farwell of St Mary Le Bone aforesaid Mar
And he the said John Aldridge hath also by Indenture
Equal date herewith for the Consideration therein mentio
Conveyed the same Lands Tenements And Hereditaments
unto the said George Farwell his Heirs
and Assigns for Ever Now Know Ye that I the said
Aldridge Have Made Ordained Constituted
Appointed and by these Presents Do Make Ordain Constitute
Constitute And Appoint Richard Copeland of Lincolns
County of Gloucester Esquire my true and lawful
Name and in my Name and Stead for my Use and Benefit
to take And Receive Possession of All the Said Real Estate
of And in the said Real Estate Houses Lands Tenements Hereditaments
and Premises with all the Rights Members and Appurtenances thereunto be
or Appertaining And the said Houses Lands And Premises
to Deliver over Unto the said George Farwell his Heirs

And Jeremiah by these Presents Do Make Ordain Constitute
And Appoint the said George Farwell his Heirs and Assigns
his true and lawful Attorney or Attorneys for him the said George Farwell his Heirs and
Assigns for Ever And also for me And in my Name And to
And for My proper Use And Behoof to Ask Demand Re-
-ceive And Receive all the Rents Issues or Profits of the said
Real Estate or Premises which now are due Owing or Payable upon
or for the same But the Rents Issues or Profits thereof
from the day of the date hereof are to be for and paid to And
Received by the said George Farwell his Heirs And Assigns
Power or Authority hereby Given to receive the same
Sum upon the Recovery or being Paid in Pursuance of the said
Real Estate And the Receipt and Receipts of the said Rents Issues
and Profits Sufficient Acquittances Releases And Discharges
for the same and in my Name to make And give Giving and
by these Presents Granting unto my said Attorney full Pow-
-er And Authority and Seeing the Premises to be
pursue Arrest Attach Seize Sequester Distrain Implead
Sue Prosecute Condemn and Execute And thence Out thence of
Law to Expel Discharge And out of Prison to Release also
Time to Appear And my person to Represent in all or any
Court or Courts or other Place or Places as Defendant or Defen-
-dants in any Action or Actions for by reason of the
Premises Likewise One or more Attorney or Attornies under
him to Set Substitute And Appoint And again at Pleasure
to revoke And Generally to do Act and perform all other
Matter And things in And towards the Premises requisite
And Necessary to be done as fully to all Intents and
as I could do were

Witness

Know all Men by these Presents that Whereas
Miles Oatridge late of Cody in the County of Gloucester deceased
was in his Life time And at the time of his decease Lawfully
Possessed of a Real Estate Situated at Lopsly in the Parish
of Cody in the County of Gloucester aforesaid which said
Estate Houses Lands or Tenements did on the decease of the
said Miles Oatridge devolve upon or become the Sole and
entire Property of John Oatridge on Cuzon in the Service
of the United Company of Merchants of England Trading
to the East Indies at present at Cuddalore near Fort St George
or Madras on the Coast of Coromandel in the East Indies
he the said Miles Oatridges Grandson and the said Estate
is now or Lately was in the Tenure or Occupation of One
Cake who lived formerly at Eatington and
Whereas the said John Oatridge hath sold the said
Estate Houses Lands or Tenements and Premises Unto
George Towell of Fort St George aforesaid Merchant and
he the said John Oatridge hath also by Indenture bearing
Even date herewith for the Consideration therein mentio-
-ned Conveyed the same unto him the said George Towell
his Heirs and Assigns for ever Now Know ye that
I the said George Towell Have made Ordained No-
minated Constituted And Appointed And by these Presents
Do make Ordain Nominate Constitute and Appoint William
Rackes Esqr of London Merchant to be my true certain
And lawfull Attorney for me and in my Name And to and
for my Sole And Separate Use to take And receive peaceable
and

Signed Sealed & Delivered
(where no Stamps Paper is to be had)
in the Presence of
Joseph Bellcliffe Capt Comd.t
Harcourt Hodhouse Lt
D Campbell Ens.n

John Oatridge

A True Copy of the Original Registered
the Records of the Mayors Court at Cuddalore this
6th Day of September 1749 — The Original
delivered up by Order of Court

Jams Taylor
Regr

touching the Premises by Virtue And According to the true Intent And meaning of these Presents In Witness whereof I have hereunto set my Hand and Seal in Fort St. George aforesaid this Twenty Seventh Day of August in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven

Signed Sealed and Delivered
wherein no Stampt Paper is to be had
in the Presence of
Wm Ward
Geo: Taylor

G. Taswell (L.S.)

A true Copy of the Original Registered in the Hon.ble the Mayor's Court at Madras patnam this 16 day of September 1777 — The Original delivered up by Order of Court —

James Taylor
Regr.

Filed 28th August 1777 —

To the Hon.ble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Michael Pereira of Madras Inhabitant that Roza Maria of the same place Inhabitant stands Indebted unto Your Orator in the full and Just Sum of Sixty Pagodes Current Money of Madraz Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagode the Sum of Twelve Pounds or thereabouts for the Like Sum lent and paid to the said Roza Maria by Your Orators Wife Alelia Pereira with

Alias

Absence of Your Orator being Your Orators property
for which and Sum of Thirty Pagodas the said Roza
did grow unto Your Orator said Miss Maria promise
under her hand dated the Seventeenth Day of February
this present Year of Our Lord One Thousand seven
Hundred and seventy seven which Your Orator prays be
deemed for the Inspection of this Honble Court and
Your Orator Prays may be Admitted as part of his
Bill of Complaint, and Your Orator further shews
this Honble Court that he hath frequently Demanded
Amicable Manner the said Sum of Thirty Pagodas
Maria of the said Roza Thirty Pagodas

But now so it is Mayor
this Honble Court the said Roza Maria Combin
and craftily Pretends to say the same or to give
Color any Manner of false fashion touching the
Your Orator therefore prays a Genral Writ
this Honble Court shall Issue directed to
Sheriff Constable to the End that the said
Maria may upon his Corporal Oath full true direct
perfect Answer make to all and singular the Matters
things herein before set forth and Alledged as fully
Effectually to all Intents and Purposes as if the same
here again Repeated and Particularly set forth
that the may be Ordered and Decreed by this
and Decree to be Made Your Orator may
Costs of Suit

May it Please this Honble Court to Cause the said
Roza Maria to be Summoned and Required by the Sheriff of Fort St.
George Town of Madraspatnam and the Districts thereof Personally
to be and appear before this Honble Court at a certain time and Place
therein 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

Hy DuPuy
Atty Compt.

13th August 1775

This Bill was Sworn to me
Between the days of Adjournment
let Summons issue thereon Return-
able Next Court day

Andrew Majendie
Mayor

Received and Received of Mr. Maria Serena the
full and just Sum of Thirty Star Pagodas Current of Madras to Sum.
Interest at the Rate of Ten p Cent p Annum Payable at the Expi-
ration of 3 Months time from the date hereof Madras this
17th Day of February 1777

Pagodas 30 0 0

Witnesses
Miguel Maddox

Roza + Maria

true Copy
Hy DuPuy
Atty Compt.

Mayors Court at
Madraspatnam

Tuesday the 22d day of April
Anno Domini

Present

The Honble Andrew Maynadier Esqr Mayor
James Call
George Proctor
Aldermen

Between Michael Pearse
Madras Merchant Complainant
and Rosa Maria of the same
Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have been given for the Defendant to answer Complainants Bill which he has Neglected so doing This Court doth therefore think fit to Order and Decree and it is Hereby Order and Decreed that the Defendant shall pay unto the Complainant the Sum and Sum of Thirty Pagodas Costs together with all such Interest as may be due thereon until full Payment is made as per the Bill of this Suit

Filed the 14th July 1777

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To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth
this Honble Court Your Orator Adam Trumbull late of Madras by
Attorney James Matthew Gyrs of the same place Inhabitant
Daniel Shaw one of the Merry in this Honble Court Stands in
to Your Orator in the full and Just Sum of Seven Hundred
and Twenty four Pagodas and Twenty One Fanams Current Money
Madras Making in Sterling Money of Great Britain
rate of Eight Shillings for every Pagodas the Sum of Two Hund
and Eighty Nine Pounds and Sixteen Shillings as will more
appear by Copy of Account Current hereunto Annexed co
which signed by the said Daniel Shaw is in Your Orators
and ready to be produced unto this Honble Court when Requir
which Your Orator Most humbly refers and prays the same
be admitted as part of this Your Orators Bill of Complaint
Your Orator further sheweth unto the Honble Court that he
frequently and in an amicable Manner requested Paym
the said Daniel Shaw of the said Sum of Seven Hundred and
four Pagodas and Twenty one Fanams

Notwithstanding may it please this
Court the said Daniel Shaw wilfully and obstinately refu
pay the same or to give Your Orator any manner of Satisfa
Touching the Premises Your Orator therefore prays a Gen

Reg.ed in the Middle Court Book of Appearances to Equity and Good Orders.

Tuesday 22d May 1804

Upon the Bill of Complaint of Daniel Shaw against Thomas Pudgeley and Others

Upon Motion this day made unto this Court by Mr Sampson Counsel for the Plaintiff Daniel Shaw in the Cause depending between the said Plaintiff and Thomas Pudgeley and Others Defendants It is Ordered that the Defendant Thomas Pudgeley do pay unto the said Plaintiff the Sum of Twenty Pounds Ten Shillings and Six Pence Sterling Money of Great Britain for his Costs and Charges by him expended in and about the Prosecution of his said Bill of Complaint

By Command

Wm Wilkinson Dep.y Secr.y

Pudgeley
Shaw

Copy

Wm Wilkinson Dep.y Secr.y

Middle Court Book of Appearances to Equity and Good Orders.

Tuesday the Eighth day of May 1804

Present

The Honble Thomas Ashley Esqr Chief Justice

The Honble Thomas Pinckney Esqr

The Honble Henry William De Saussure Esqr

The Honble Thomas Bee Esqr

The Honble Robert Grimke Esqr

The Honble Nicholas Trott Esqr

The Honble Thomas Corbett Esqr

The Honble Thomas Waties Esqr

The Honble Jacob Bond Esqr

The Honble Thomas Parker Esqr

The Honble Thomas Lynch Esqr

The Honble Thomas Heyward Junr Esqr

The Honble Peter Freneau Esqr

The Honble Edward Rutledge Esqr

The Honble Thomas Grimke Esqr

The Honble Thomas Singleton Esqr

The Honble Thomas Gadsden Esqr

The Honble Thomas Bennett Junr Esqr

The Honble Thomas Lowndes Esqr

The Honble Thomas Shubrick Esqr

The Honble Thomas Tudor Tucker Esqr

The Honble Thomas Smith Esqr

The Honble Thomas Hall Esqr

The Honble Thomas Elfe Esqr

The Honble Thomas Screven Esqr

The Honble Thomas Hutchinson Esqr

The Honble Thomas Hasell Esqr

The Honble Thomas Middleton Esqr

The Honble Thomas Drayton Esqr

The Honble Thomas Bull Esqr

Daniel Shaw late Governor and Ordinary of the Province of Georgia and Citizen of the State of South Carolina Complainant

Thomas Pudgeley late Sheriff of Richmond County in the State of Georgia and Citizen of the State of South Carolina Defendant

Upon the Bill of Complaint of the said Daniel Shaw filed in this Court on the Twenty Second day of March last Past against the said Thomas Pudgeley Setting forth that the said Daniel Shaw upon the Eighth day of February in the Year of our Lord One Thousand Seven Hundred and Eighty Seven did Sell and Convey unto the said Thomas Pudgeley a Certain Tract of Land Containing Two Hundred and Fifty Acres Situate Lying and being in the County of Richmond and State of Georgia Bounded as in the Deed of Conveyance from the said Daniel Shaw to the said Thomas Pudgeley is Mentioned and Described And that the said Thomas Pudgeley in Consideration thereof did Execute and Deliver unto the said Daniel Shaw his Bond bearing Date the Day and Year aforesaid Conditioned for the Payment of the Sum of Two Hundred and Fifty Pounds Current Money of Georgia with Interest thereon from the Date thereof And that the said Thomas Pudgeley hath not Paid the Principal Money Interest or any Part thereof due upon the said Bond Contrary to Equity and Good Conscience

Tuesday 22d May 1804

Upon the Bill of Complaint of Daniel Shaw against Thomas Pudgeley and Others

Upon Motion this day made unto this Court by Mr Sampson Counsel for the Plaintiff Daniel Shaw in the Cause depending between the said Plaintiff and Thomas Pudgeley and Others Defendants It is Ordered that the Defendant Thomas Pudgeley do pay unto the said Plaintiff the Sum of Twenty Pounds Ten Shillings and Six Pence Sterling Money of Great Britain for his Costs and Charges by him expended in and about the Prosecution of his said Bill of Complaint

By Command

Wm Wilkinson Dep.y Secr.y

Pudgeley
Shaw

Copy

Wm Wilkinson Dep.y Secr.y

Middle Court Book of Appearances to Equity and Good Orders.

Tuesday the Eighth day of May 1804

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The Honble Thomas Bee Esqr

The Honble Robert Grimke Esqr

The Honble Nicholas Trott Esqr

The Honble Thomas Corbett Esqr

The Honble Thomas Waties Esqr

The Honble Jacob Bond Esqr

The Honble Thomas Parker Esqr

The Honble Thomas Lynch Esqr

The Honble Thomas Heyward Junr Esqr

The Honble Peter Freneau Esqr

The Honble Edward Rutledge Esqr

The Honble Thomas Grimke Esqr

The Honble Thomas Singleton Esqr

The Honble Thomas Gadsden Esqr

The Honble Thomas Bennett Junr Esqr

The Honble Thomas Lowndes Esqr

The Honble Thomas Shubrick Esqr

The Honble Thomas Tudor Tucker Esqr

The Honble Thomas Smith Esqr

The Honble Thomas Hall Esqr

The Honble Thomas Elfe Esqr

The Honble Thomas Screven Esqr

The Honble Thomas Hutchinson Esqr

The Honble Thomas Hasell Esqr

The Honble Thomas Middleton Esqr

The Honble Thomas Drayton Esqr

The Honble Thomas Bull Esqr

Daniel Shaw late Governor and Ordinary of the Province of Georgia and Citizen of the State of South Carolina Complainant

Thomas Pudgeley late Sheriff of Richmond County in the State of Georgia and Citizen of the State of South Carolina Defendant

Upon the Bill of Complaint of the said Daniel Shaw filed in this Court on the Twenty Second day of March last Past against the said Thomas Pudgeley Setting forth that the said Daniel Shaw upon the Eighth day of February in the Year of our Lord One Thousand Seven Hundred and Eighty Seven did Sell and Convey unto the said Thomas Pudgeley a Certain Tract of Land Containing Two Hundred and Fifty Acres Situate Lying and being in the County of Richmond and State of Georgia Bounded as in the Deed of Conveyance from the said Daniel Shaw to the said Thomas Pudgeley is Mentioned and Described And that the said Thomas Pudgeley in Consideration thereof did Execute and Deliver unto the said Daniel Shaw his Bond bearing Date the Day and Year aforesaid Conditioned for the Payment of the Sum of Two Hundred and Fifty Pounds Current Money of Georgia with Interest thereon from the Date thereof And that the said Thomas Pudgeley hath not Paid the Principal Money Interest or any Part thereof due upon the said Bond Contrary to Equity and Good Conscience

Reg.ed in the Middle Court Book of Appearances to Equity and Good Orders.

Mayors Court at
Madraspatnam

Thursday the 23d Sept.r 1756

Anno Domini

Present

Andrew Maginnis Esquire Mayor
James Cole
George Proctor
Aldermen

Between Thomas Thumb
late of Madras by his Attorney
James Wallace Gent.r of the
same place Inhabitant Com-
plainant and Daniel Mad
one of the Attorneys in this Hon.ble
Court Defendant

It appearing by the Records of this Court that the Hon.ble Court have found for the Defendant the Sum of the Complainants Bill which he has Requested during Held Court & the Same for Him to Enter and Record and Accordingly Order and Decree that the Defendant Shall pay into the Complainant the full and Just Sum of Eleven Hundred and Twenty four Pagodas and Twenty five Fanams / Pags 1124-25 / together with all such Interest as more or Shall Hereafter become Due thereon until full Payment is made also all Costs of this Suit

Ellr

Filed the 2d June 1757

(1463)

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To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto the Hon.ble Court Your Orator Joaquim Gregorio of Madras Inhabitant that Thomas Mortimer by Mortimer and of the same place Inhabitant Stands Indebted unto Your Orator in the full and Just Sum of Twenty Six Pagodas Eleven Fanams and Money of Madras, making in Sterling Money of Great Britain, at the Rate of Eight Shillings for every Pagoda, the Sum of Ten Pound Nine Shillings & Four Pence, as Thereby, as well more fully do Doth appear by the Bond or Writing Obligatory in the Malabar Language and an Account thereunto Annexed for the Inspection of this Hon.ble Court to which Your Orator craves Leave to Refer him Prays that they may be Pleased upon Reading this his Bill of Complaint and Hearing Your Orator Counsel thereon and Praying in a friendly manner Requested the Payment of the said Sum of Twenty Six Pagodas Eleven Fanams Fanams Batavia so Wit and may it please this Hon.ble Court the said Thomas Mortimer Personally & Attendedly and wilfully Refuses to Pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator prays a General Relief such as this Hon.ble Court shall Appear Agreable to Equity and Good Conscience To the End therefore, that the said Thomas Mortimer may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before set forth & alledged, as fully, truly, and Effectually, to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and Examined may be Decreed to pay unto Your Orator the aforesaid Sum of Twenty

(1064)

Surety the Pagodas one Hun Fanams Witness allowed
must as soon as he shall be legally known Discharge
all Cost of this Suit.

Thay it Pleas the Hobble Court
the said Chinnatomby Mootummaul & his Summe
Required by the Writt of Subpoena George Sumy
Madrapatnam and the Outlands thereof Personally to
appear before this Honble Court & Cetain Demand
sute by this Honble Court Stated Sd Appointed, th
and there to Answer this Your Orator Bill of Comp
and further to stand to and abide by such Order & D
Honble Court shall Direct

Dan Shaw
Atty for the Complt

7th September 1776

Chinnatomby Mootummaul of Madras Merchant
the Sum of Sicca Rupees Gross Money in the
Chinnatomby Bill of Sale Hereof Dated at Madras Said
Sunkalay Tumpermall Moodlys Alley between the
of Chinnatomby Mariapan, and Other Chetty Mootummaul &
and Borrowed and Received of them Known the Sum of Sicca
Current Star Pagodas, which Sum with Lawful Interest upon
the Rate of One Pagoda Per Cent per Month Thereby promise to
Pay them or Order on the 15th of January Next ensuing this
Fault of Payment within that time, that then he to have Liber
House for the Amount of this Bond: which shall be Void

7th September 1776

Chinnatomby Mootummaul of Madras Merchant
the Sum of Sicca Rupees Gross Money in the
Chinnatomby Bill of Sale Hereof Dated at Madras Said
Sunkalay Tumpermall Moodlys Alley between the
of Chinnatomby Mariapan, and Other Chetty Mootummaul &
and Borrowed and Received of them Known the Sum of Sicca
Current Star Pagodas, which Sum with Lawful Interest upon
the Rate of One Pagoda Per Cent per Month Thereby promise to
Pay them or Order on the 15th of January Next ensuing this
Fault of Payment within that time, that then he to have Liber
House for the Amount of this Bond: which shall be Void

(1065)

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Money and he to bear the expence for a Chattry Bill of Sale and
the Company's Quit Rent and Scavengers Duty and Statutes
whenever he Calls me to Sign and execute the said Chattry Bill
of Sale for him This Share Voluntarily given him this Agree-
ment Drawn by Sealum

Witness
The Mark of C Vardapah
do of L Venga as Sellum Naick
25th April 1777 Paid in part of this Bond ... Pagodas 15 — —

The Mark + Chinnatomby
Mootummaul

A True Translate as near as can be taken from
the Original in the Malabar Language by Sworn
Cast Interpreter

Dan Shaw
Atty for the Complt

Chinnatomby Mootummaul Dr.

1776
September 7th To Amount of Your Mortgage Bond or Writing Obligation } 166 — —
in the Malabar Language Executed Dated
To Interest on the same from 7th day of September 1776 to the 7th
day of May 1777 — 8 Months and 20 days at 12 } 5 26 — —
Per Cent per Annum

7 1 26 — —

Dalle Cr.

1777
April 25th By Cash Received in part ... 40 — —
By Balance on the same from 25th day of April 1777 }
to the 8th day of May following 1 Month } 1 — 19 — —
Do 14 days at 12 Per Cent Per Annum ... }

Amount Pagodas 26 — 19 — —

Madras 8th May 1777
Errors Excepted
Jon Gregorio

(1066)

Mayors Court

Madraspatnam

Anno Domini

Pleas

Before Nathaniel Elphinstone Mayor

George Smith Esqr Recorder

Aldermen

Between Benjamin Roberts

Plaintiff

and

Thomas Nicholson

Defendant

Summons for the Defendant

The Plaintiff appearing by Mr. Maxwell his Attorney and the Court not thinking fit to have Special Bail taken in the Plaintiffs Bill which is for Rupees Three Hundred and Eighty Eight Pagodas Twenty Seven Fanams and Fifty Seven Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Fifty Three Pounds and Nine Shillings as in the Plaintiffs Bill is mentioned and the Defendant not appearing to answer the same although he has been duly served with a Copy of the Plaintiffs Bill and Summons to appear to this Court this day Ordered that Execution issue against the Defendant for the Sum of Rupees Three Hundred and Eighty Eight Pagodas Twenty Seven Fanams and Fifty Seven Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Fifty Three Pounds and Nine Shillings as in the Plaintiffs Bill is mentioned and the Defendant not appearing to answer the same although he has been duly served with a Copy of the Plaintiffs Bill and Summons to appear to this Court this day Ordered that Execution issue against the Defendant for the Sum of Rupees Three Hundred and Eighty Eight Pagodas Twenty Seven Fanams and Fifty Seven Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Fifty Three Pounds and Nine Shillings as in the Plaintiffs Bill is mentioned with full Costs of Suit &c. &c. &c.

Filed the 10th Feby 1777

206 (1067)

To the Noble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Noble Court your Orator James Henry Cannon of Fort St. George Merchant that Colonel Betty Crumbe Betty and Seemah Betty Son and Heir of Comma Calaty Betty and Gangaraddy Deceased Jointly and Severally Stand Indebted to Your Orator in the Sum of Rupees Three Hundred and Eighty Eight Pagodas Twenty Seven Fanams and Fifty Seven Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Fifty Three Pounds and Nine Shillings as in the Account Current Copy of the Mortgage Bond Translate of another Mortgage Bond and a Bond or Writing Obligatory hereunto annexed for the Inspection of this Noble Court to which Your Orator most humbly refers and prays the same may be deemed as part of this Your Orators Bill of Complaint and Your Orator further Sheweth unto this Noble Court that he hath frequently and in a friendly Manner requested Payment from the said Colonel Betty Crumbe Betty and Seemah Betty for the Sum of Three Hundred and Eighty Eight Pagodas Twenty Seven Fanams and Fifty Seven Cash

But now so it is may it please this Noble Court the said Colonel Betty Crumbee Betty and Seemah Betty wilfully and obstinately refuse to pay the same or to give Your

Dr. Colanda Chitty Curumba Chitty & Servanah Chitty Sons and Heirs of Comara Callatty Chitty & Yagapah Chitty Deceased in Account Current with James Henry Casamaijor } Cr.

1774 March 15	To a Bond from Comra Callatty Chitty and Yagapah Chitty	1514	9	1774 June 1776 July 20	By the Amount Sale of Redwood	319	
May 4	To a Do from Do Do	1127			By Do Do Do	12	20
1776 Decr 1	To a Do from Comra Callatty Chitty and Colanda Chitty	468			By Interest in the following sums to 31st January 1777 @ 8 p Cent p Annum Viz.	331	20
	To Interest in the following sums to 31st January 1777 Viz.	3101	9		On Bag 319 for 2 m 7 d 24 — 6 Pn 22 50		
	On Bag 1514 9 for 2 Yrs 8 m 17 d @ 8 p Cent	348	34	30	12 20 6 10 — 19 15	63	5 65
	1127 — — 2 8 13 @ Do	243	23	00		399	25 65
	468 — — 1 2 — @ Do	64	14	32	By Balance	3358	20 37
		656	1	22			
	Pagodas	3758	10	22	Pagodas	3758	10 22

Fort St. George Feby 10th 1777

Errors Excepted

J. H. Casamaijor

(No 2)

(1070)

Know all Men by these Presents that we Ramasawmy Callatty Chitty and Yagapah do hereby acknowledge to have and do Mortgage and Make over and Assign Two Bills of Sale of Two Houses situated in Mootalpettah two Bills of Sale of Two Houses situated in Peddah Pettah and a Bill of Sale for a Garden situated at Chapack for the within Sum of One Thousand Five Hundred and fourteen Pagodas and Two Tenths /1514 2/10/ Principal from the within mentioned James Henry Casmaijor Esqr unto whom the aforesaid Mortgage are to remain untill the full Discharge of the abovementioned Sum with the Interest Mentioned in the within Bond and which may become due thereon. Dated Fort St George this Thirteenth day of March One Thousand Seven hundred and Seventy four

Executed in the Presence of

T. Rodd. 2d Mad. Regt

Sworn to Interpreter

Ramasawmy Callatty

Yagapah

A true Copy

Wm Sedgley
Atty Compt.

210

(1071)

Translate of a Mortgage Bond dated 17th of May 1774

We Yagapah and Comra Callatty Chitty Merchants of Madras hereby Do Mortgage unto Mr James Henry Casmaijor of the same place 360 Pieces of Red Wood in 200 Candys which lays at Mootal Pettah to the South of Monnyvokum Moote Chitty House for the Sum of One Thousand One Hundred and Twenty Seven Star Pagodas Current Money of Madras to run at Interest at the rate of Eight p Cent p Annum. Payable in four Months from the date hereof, incase of Failure at the Expiration of the limitted time abovementioned We hereby Empower You to Sell the above said Red Wood at Auction and pay Yourself Towards this Bond incase of any deficiency We hereby make over to You Our House, Garden, Godown Bill of Sale and Lagary which was before Mortgaged to You by Us, untill the full Payment of the above Sum of Star Pagodas 1127. Thus by Our Consent is given this Mortgage Bond, Drawn by Candapen

Executed in the Presence of

Streepatty Venkatachellayen

Adyatty Nangana Chitty

/Signed/

Yagapen

Comra Callatty

A true Translate as near as can be from the Original Malabar Language by Davy Naik Sworn Interpreter

Wm Sedgley
Atty Compt.

(1277)

Translate of a Bond or Obligation Dated 2 December 1775

Know all Men by these Presents that We Comara Callatty Chitty and Chinnah Chitty both of Madras Merchants are held and firmly bound unto Mr Samuel Charnock Managing Agent of the same Place the Sum of Four Hundred and Sixty Star Pagodas to be paid to the said Samuel Charnock or his Certain Attorney Executors Administrators or Assigns to which Payment well and truly to be made we bind ourselves our Heirs Executors and Administrators firmly by these Presents Sealed with our Seals and dated this 2d day of December in the Year of our Lord One Thousand Seven Hundred and Seventy five

The Condition of this Obligation is such that if the above bounden Comara Callatty and Chinnah Chitty their Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the above named Samuel Charnock his Executors Administrators or Assigns the full Sum of Four Hundred and Sixty Star Pagodas on or before the 2d day of December 1776 without Fraud or Delay then this Obligation to be void and of none Effect or else to remain in full Force and Virtue

Witness our Hands and Seals the Day and Year above written

Witnesses
Tammanna Appar
Lova Rama Chitty

Signed
Comara Callatty
Chinnah Chitty

Mine Translation as can be from the Malabar Language by Mary Nicholson Interpreter

Recorded

Mayor's Court at Madraspatnam

Tuesday the 3d day of October Anno Domini 1780

Present
Andrew Majendie Esquire Mayor
George Smith
& John Lindsay
Aldermen

Between James Taylor Executor of Reynold Adams Deceased Merchant Complainant and

(1278)

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Columba Chitty Canumba Chitty and Sevanah Chitty Sons and Heirs of Comara Calatty Chitty and Yagapah Chitty Deceased Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendants to Answer the Complainants Bill which they have Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Thousand Three Hundred and Fifty Eight Pagodas Twenty Fanams and Thirty Seven Cash Pags. 3358. 20. 37 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

Recd the 4th Oct. 1777

To the Hon^ble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court Your Orators James Taylor James Call and James Taylor one of the Executors to the Estate of Reynold Adams Deceased of Madras Merchants that Sammy Pandaram of Tevatoor Inhabitant Stands Indebted to Your Orators in the full and Just Sum of Four Hundred and Eighty Pagodas Twenty five Fanams and Thirty six Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for

for every Pagode the Sum of One Hundred and Ninety Four Pag
and Five Shillings & Fanams as will more fully appear by said
Current Accounts annexed for the Inspection of this Hon^ble Court to
your Orator most humbly refer and pray the same may be
ded as part of this Your Orator's Bill of Complaint And Your Ora
further Shew unto this Hon^ble Court that they have frequently a
an amicable Manner requested Payment from the said Sammy
Sum of the said Sum of Four Hundred and Eighty Pagodas
Five Fanams and Thirty Six Cash.

But now to it may please this Hon^ble
the said Sammy Pandarum Wilfully and Obstinately refuses
the same or to give Your Orator any manner of Satisfaction
the Premises Your Orator therefore prays a General Writ
Hon^ble Court shall appear agreable to Equity and Your Good Conscience

To the End therefore that the said Sammy Pandarum
may upon his Corporal Oath (full true direct and perfect Answer
make to all and Singular the Matters and things herein before
forth and alledged as fully truly perfectly and effectually to all
ends and purposes as if the same were herein repeated and particularly
by Interrogated and that he may be Decreed to pay unto Your Orator
the aforesaid Sum of Four Hundred and Eighty Pagodas Seventy Six
Fanams and Thirty Six Cash together with all such Interest
sum is or shall hereafter become due thereon Also all Costs of this

May it Please this Hon^ble Court to Cause the
said Sammy Pandarum to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madras Patnam and the
Districts thereof personally to be and appear before this Hon^ble
Court at a certain time and place to be by this Hon^ble Court for
that purpose limited and appointed then and there to Answer this Your Orator's
Bill of Complaint and further to stand and abide by such
Decree therein as to this Hon^ble Court shall seem Meet.

Wm Sedgley
Atty Compl^t

	Pagodas	480	25	36

James Taylor
James Taylor
Sworn to in Mayors Court Madras 2nd
October 1771
before me
James Taylor
Attorney for
Plaintiff
Lord & George &c
Errors Excepted
Pagodas 480 25 36
Wm Sedgley Esqr
& Co^t for the Amount
Pagodas 194 25 36

Mayors Court at
Madraspatnam

Sundu
O Sun
P
Privat
Andrew Magindie Es
George Smith
Gent
Bet
Thomas Ca
of the Co
Reynol
Madras
Defe
nator

The Defendant k
knowledging the Justice of the Comp
Court doth therefore think fit to Ad
Accordingly Order and Decree that the
unto the Complainants the full and
and Eighty Pagodas Twenty four Fanam
/Pags 480. 25. 36/ together
now is or shall hereafter become D
Payment is made Also all Cost

By Ord

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Court Your Orator Narain Chetty by his Attorney Anthony
of Madras Inhabitant that Meer Gulamally late of the
Merchant Stands Indebted unto Your Orator in the full
Sum of Forty Pagodas and thirty six fanams Current
Madras Making in Sterling Money of Great Britain
of Eight Shillings for Every Pagoda the Sum of Six
and Six Shillings or there Abouts as will more fully
appear by an Account Current an Assignment or
with a power of Attorney hereunto Annexed for the
of this Honble Court and which Your Orator Prays
Admitted as part of this his Bill of Compleaint and
Your Orator hath frequently and in an Amicable
Requested Payment from the said Meer Gulamally
said Sum of Forty Pagodas and thirty six fanams

But now so it is May it Please this Honble
said Meer Gulamally Doth Obstinately and Wilfully
to pay the same or to give Your Orator any Manner of
tion Touching the Premises Your Orator therefore
General Relief as to this Honble Court shall Appear
to Equity and good Conscience. To the End therefore that
Meer Gulamally Said may upon his Oaths full
and perfect Answer make to all and Singular the
Things herein before Set forth and Alledged as
and Effectually to all Intents and Purposes as
were herein Repeated and particularly Interro-
that he may be Decreed to pay unto Your Orator the
aforesaid

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aforesaid sum of Sixty Pagodas and this all such Interest as now or shall become all Costs of this Suit.

May it please this Hon
Meer Gulamally Saib to be summoned
of Fort Saint George Esqr of Madras
thereof personally to be and appear be
certain Time and Place to be therein
appointed then and there to answer the
Complaint and further to stand to and
Decreed therein as to this Honble Court

22d Septr 1777

This Bill was shown to me Solomon Re
days of Nov[emb]r the Complainant's Atty
having made Oath to the truth of this Demand
& that he hath reason to believe the Defendant will
depart from the Jurisdiction of this Court before
this Bill is filed against him & a Summons Ther
cable immediately & Warrant of Arrest there

Andrew Mitford
Atty

Dr Meer Gulamally Saib in Account

1777			£	s	d
May	15	To Cash Lent you this day	Rupees 160		
July	2d	To Ditto paid for how Grain	40		
		To Cash paid to Assanna Cauy this day	40		
		To Cash Lent you	35		
			143		
		Rupees 143 @ the Exchange of 350 Rupees 100 Pagodas			
			Pagodas 40	36	
				40	36

Fort St George 1st
Error Excepted
(Sd) JD

(179)

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To all People to whom these Presents shall Come Greeting
Whereas Meer Gulamally Saib of Madras Merchant on the Ballance
of an Account Current bearing date the Nineteenth day of September
in the Year of our Lord One Thousand Seven hundred and Seventy Seven
Stands Indebted unto Narrain Chitty of the same place Inhabitant
in the Sum of Sixty Pagodas and Thirty Six fanams Now Know
Ye that I the said Narrain Chitty for a Valuable Consideration to him
in hand paid by Anthony de Rozario of Madras Inhabitant at or before
the Sealing and Delivery of these Presents the Receipt whereof he
the said Narrain Chitty doth hereby Acknowledge he the said Narrain
Chitty hath Assigned and set over and by these Presents doth Assign
and set over unto the said Anthony de Rozario the said Account Cur-
rent and the Money or Amount Principal and Interest there-
upon 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 Narrain Chitty for the Consideration afore said
hath make Constituted and Appointed and by these Presents Doth
make Constitute and Appoint the said Anthony de Rozario his
Executors and Administrators his true and Lawfull 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 Anthony de Rozario his
Executors Administrators and Assigns to ask Require demand and
Receive of the said Meer Gulamally Saib his heirs Executors and
Administrators the Money Due and to become Due on the said
Account Current and on non Payment thereof he the said Attorney
de Rozario his Heirs Executors and Administrators to Sue for and
Recover the same and on Payment thereof to deliver up the said
Account Current and give sufficient Releases and Discharges
therefor and one or more Attorney or Attorneys under him to
Constitute and in that manner the said Anthony de Rozario or his
Attorney

Attorney or Attornies under him shall lawfully sue in the C
the said Narrain Chitty doth hereby allow and affirm and
Narrain Chitty doth Covenant with the said Anthony de
that he the said Narrain Chitty hath not Received nor will
said Money due to be sum Due on the said Ballance of the
recent Account or any part thereof but will from and allow
Lawfull Proceedings for Recovery thereof he the said Anth
Cesarie having the said Narrain Chitty harmless of and from
that may happen to him thereby In Witness whereof
Narrain Chitty hath hereunto set his hand and Seal in the
this Twenty day of September in the Year of our Lord One
Seven Hundred and Seventy Seven

Signed Sealed and Delivered
in the presence of Stamp'd Paper is not had
In the Presence &c
Matthew Mendes

Mayor's Court at
Madraspatnam

Tuesday the 11th day of Oct
Anno Domini
Present
Andrew Majendie Esquire Mayor
James Call
and George Proctor
Aldermen

Between Narrain

Filed 11th Oct 1777

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of Madras Inhabitant Complai-
nant and Mer Gulamally Saib
of the same place Merchant
Defendant

The Defendant being in Court and Acknowe-
ledging the Justness of the Complainants Demand This Court
doth therefore think fit to Order and Decree and doth Accordingly
Order and Decree that the Defendant shall pay unto the Com-
plainant the full and Just Sum of Forty Pagodas and Thirty Six
Fanams / Pags 40..36../ together with all such Interest as
now is or shall hereafter become Due thereon until full Payment
is made also all Costs of this Suit

Hur

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Cyd Ackopetam of Madras Mer-
chant that Mahomed Saulet of the same Place Inhabitant
Stands Indebted unto Your Orator in the full and Just Sum of
Four Hundred Pagodas Current Money of Madras Making
in Sterling Money of Great Britain at the Rate of Eight
Shillings for every Pagoda the Sum of One Hundred and
Sixty Pounds or thereabouts, Being the Amount Principal
of a Mortgage Bond given and granted unto Your Orator by
the said Mahomed Saulet Bearing date the Seventeenth
day

(1284)

Between C[illegible] Ackoy[illegible]
of Madras Merchant Compl[illegible]
And Rahamed Caddy of the [illegible]
Plan Inhabitant Defend[illegible]

The Defendant being in Court and [illegible]
ing the Justice of the Complainants Demand. Was [illegible]
doth therefore think fit to Order and Decree and [illegible]
by Order and Decree that the Defendant shall pay the [illegible]
mand the full and Just Sum of Four Hundred Pagodas [illegible]
Pcs — Together with all such Interest as now is or shall
after become Due thereon until full Payment is made
all Cost of this Suit

By the Court

Pd the 16th Oct. 1777

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth
this Honble Court Your Orator Villaidum Maddaly by
John de Silva of Madras Inhabitant that Veerapermaul and
Permaul of the same Place Inhabitant Stand justly and truly
ded unto Your Orator in the full and just Sum of One Hund
Star Pagodas Current Money of Madras making in Sterling
of Great Britain after the rate of Eight Shillings per every
the Sum of Forty Six Pence being the Principal Amount of a
Bond or Writing Obligatory bearing date the Twelfth Day
April in the Year of our Lord One Thousand Seven Hundred
by Seven as will more fully and at large appear by the

(1285) 217

Of the said Cedjan Bond or Writing Obligatory and an Assign-
ment or Transfer thereof with a power of Attorney hereunto an-
nexed for the inspection of this Honble Court and which your
Orator prays may be admitted as part of this Your Orator's
Bill of Complaint and Whereas Your Orator hath fre-
quently and in an amicable Manner requested payment from
the said Veerapermaul and Manah Permaul of the said Sum
of One Hundred Star Pagodas —

But now so it is and May it Please this
Honble Court the said Veerapermaul and Manah Permaul
Obstinately and wilfully refuse to pay the same or to give Your
Orator any Manner of Satisfaction touching the Premises —
Your Orator therefore prays a General Relief such as to this
Honble Court shall appear Agreable to Equity and good Con-
science To the End therefore that the said Veerapermaul
and Manah Permaul may upon their Corporal Oaths full
true Direct and perfect Answer make to all and singular the Mat-
ters and things herein before Set forth and alledged as fully truely
and effectually to all Intents and purposes as if the same were
here again Repeated and particularly Interrogated and that
they may be Decreed to pay unto Your Orator the aforesaid Sum
of One Hundred Star 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 Veerapermaul and Manahpermaul 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 certain time and place to be by this Honble Court
prefixed and Appointed them and there to Answer this Your
Orator's Bill of Complaint further to Stand to and abide by
such

(486)

Vad Cha and Dina Kevin to the Hon'ble Court of
Appeal.

18th October 1771.

This Bill was sworn to
between the Days of Judgment
& Summons for Attachment
Mad Court Day.

Andrew Maxwell
Mayor

Translate of Edjan Bond Dated 18th April 1771

We Nanthen Veerapermaul and Manahpermaul
Do hereby Acknowledge to have mutually Agreed Jointly
Severally Borrowed and Received of Thamoo Chetty Velliadoo
Modeliar the Sum and Just Sum of One Hundred Star Pagodas
which Sum is Payable on Demand with Interest after the rate
Twelve Per Cent per Annum Thus We have Voluntarily given
Obligation Writings Edjan Bond unto the said Modeliar
Tumashellum Modeliar Dated 18th April 1771

Witnesses (Signed)
Vadem Allapah
Tumashellum

(Signed)
Veerapermaul
Manah Permaul

A true Translation as near as can be from
the Original Malabar Language by Mary Nicholson
Interpreter

Chas Brownlow
Atty Complt

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(487)

To all People to whom these Presents shall come Greeting
Whereas Veerapermaul and Manahpermaul on an Edjan Bond
or Writing Obligatory bearing date the Twelfth Day of April in
the Year of our Lord One Thousand Seven Hundred and Seventy
Seven Stand Indebted unto Velliadoom Moodelliar of Madras
Inhabitant in the Principal Sum of One Hundred Star Pagodas
Now Know ye that the said Velliadoom Moodelliar for
a valuable Consideration to him in hand paid by John de Silva of
the same place Inhabitant at or before the Sealing and Delivery
of these Presents the Receipt whereof he the said Velliadoom Moo-
delliar Doth hereby acknowledge He the said Velliadoom Moo-
delliar Hath Assigned and Setover and by these Presents Doth
Assign and Setover unto the said John de Silva the said Edjan
Bond or Writing Obligatory and the Money or Amount Principal
and Interest thereupon due and owing and which may become
due thereon and all his Right and Interest of in and to the same
and every part thereof and the said Velliadam Moodeliar for the
Consideration aforesaid hath made Constituted and appointed and
by these presents Doth make Constitute and Appoint the said
John de Silva his Executors and Administrators his true and law-
full 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 John
de Silva his Executors Administrators and Assigns to Ask Re-
quire Demand and Receive of the said Veerapermaul and
Manahpermaul his Heirs Executors and Administrators the
Money due and to become due on the said Edjan Bond or
Writing Obligatory and on non Payment thereof he the said
John de Silva his Heirs Executors and Administrators to Sue
for and Recover the same and on Payment thereof to Deliver
up the said Bond or Writing Obligatory and give sufficient
Releases

Release & Discharges Whereof the said Defendant or their Attorney
Attorneys shall or may be Entitled and whatsoever he
John de Silva or his Attorney or Attorneys shall have
Lawfully Do with the premises the said Valladum Mo
doth hereby allow and Affirm and the said Valladum
shall Pay Costs with the said John de Silva that he
said Valladum Mondeliar had not Valladum
the said Money due or to become due on the said
Writing Obligatory or any part thereof Whether the
will Release or discharge the same or any part thereof
ever and allow of all Lawfull Proceedings for Recovery
to the said John de Silva leaving the said Valladum
harmless and Secure from any Suit that may happen to
or Molestation on behalf of the said Valladum Mondeliar
hereunto set his Hand and Seal in Madras this Ninth
of October in the Year of Our Lord One Thousand Seven
and Twenty Seven

Signed Sealed & Delivered
in the presence of

C. Todd

John Maddox

Mayors Court at
Madrasspatnam

Tuesday the 15th day of October
Anno Domini 1727

Present

Andrew Majendie Esquire Mayor
James Call and George Proctor
Aldermen

Between Valladum
Mondeliar by his Attorney
John de Silva of Madras In-
habitant Complainant and
Veerapermaul & Manah
Permaul of the same Place
Inhabitants Defendants

The Defendant being in Court and
Acknowledging the Justness of the Complainants Demand this
Court doth therefore think fit to Order & Decree and doth
Accordingly Order and Decree that the Defendant shall
pay unto the Complainant the full and Just Sum of Five
Hundred Pagodas / Pags. 500 / together with all
such Interest as now is or shall hereafter become Due on
thereon untill full Payment is made, also all Costs of this
Suit

Mayr

Fee to the Register 1777.

To the Honble the Mayor
Court of Madraspatam

Humbly Complaining Sheweth
this Honble Court Your Orator Cochanade Kondiar of
a Inhabitant by his Attorney Henry Rodgers of the same
also Inhabitant that Your Orator did advance and
Sundry Sums of Money unto one Mascheapah Moo
of Madras Gentleman Deceased as appears by an Account
hereunto annexed for the inspection of this Honble Court
Orator further Sheweth that the said Mascheapah Mood
some time in the Year One thousand seven hundred and
leaving his Brother Ignatious Yah and three Children
Sobriah, Darmashawan and Ignatious in whose
the Effects of the said Mascheapah Moodley, pillaged by
your Orator frequently applied for the payment of the
sums of the Account as stated and settled in the
the said Mascheapah Moodley which they the said Ignah
Sobriah and Darmashawan promised to pay unto
upon the Sales of the Effects of the said Deceased Your
further Sheweth that there is due to your Orator from
State of the said Deceased the sum of One thousand one hundred
Twenty Eight Pagodas and fifty five Cash Current Money of
making in Sterling Money of Great Britain after the rate
Shillings for every Pagoda the sum of Four Hundred and
one Pounds four Shillings and upwards as will more fully
pear by an Account Current and an Assignment or Transfer
unto the power of Attorney hereunto Annexed for the inspe

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of this Honble Court which the said Ignah, Sobriah and Darmashawan
should pay to your Orator pursuant to their promise and undertaking
which your Orator hath frequently and in an amicable manner Deman-
ded payment from the said Ignah, Sobriah and Darmashawan of
the said Sum of One Thousand One Hundred and Twenty Eight Pagodas
and fifty five Cash.

But now so it is and May it please this Honble Court
the said Ignah, Sobriah and Darmashawan Obstinately and wilfully
refuse to pay the same or to give your Orator any manner of Satisfaction
touching the premises your Orator therefore prays a general Relief as such
as to this Honble Court shall Appear agreable to Equity and good Conci-
ence. To the End therefore that the said Ignah, Sobriah and Dar-
mashawan may upon their Corporal Oaths full true direct and per-
fect Answer make to all and singular the matters and things herein
before Set forth and alledged as fully truly and effectually to all Intents
and purposes as if the same were here again Repeated and particularly
Interrogated and that they may be Decreed to pay unto Your Orator the
aforesaid Sum of One Thousand One Hundred and Twenty Eight Pagodas
and fifty five Cash together with all such Interest as now is or shall
hereafter become due thereon also all Costs of this Suit.

May it please this Honble Court to cause the said
Ignah, Sobriah and Darmashawan 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 Com-
plaint and further to Stand to and abide by such Order and Decree
therein as to this Honble Court shall seem Meet.

Chas. Brumley
Atty Compt.

D. September 1777 –
This Bill was Sworn to me
between the Days of Adjournment
last afternoon & June –

Andrew Majendie.
Mayor

Dr. Rustigeah in account Current with Cash Moodeliar 221 Cr.

1764				1765			
January	1	To Cash Lent him as p. Bond	500	June	25	By Cash Received of him in part	50
1765				December	2	By Ditto Ditto	30
September for	30	To Ditto	20	1766			
October	2	To Ditto	20	January	2	By Ditto Ditto	30
1766				April	4	By Ditto Ditto	60
June	13	To Interest on the above Sums @ 9 ℔ Cent per annum Amounting to	80	May	2	By Ditto Ditto	30
				June	13	By Sundrys Received of him from 3d December 1764 to this Day	1553 3
						By Interest on the above Sums @ 9 ℔ Cent ℔ annum amounting to	83 62
						By Ballance	396 18 61
			680			Pagodas	770 1838

Pagodas

1766				1768			
June	19	To Ballance brought from last Account	316	February	14	By Cash Received in part	100
July	25	To Cash Lent him	30		28	By Ditto Ditto	100
October	4	To Ditto	60	November	10	By Sundrys received of him from 17th June 1766	336 12 48
	6	To Ditto	130			By Interest on the above Sums @ 9 ℔ Cent	12 36 74
1767			536			By Ballance	632 8 53
April	30	To Ditto	300				
1768							
November	10	To Interest on the above Sums @ 9 ℔ Cent ℔ annum Amounting to	182				
			1018			Pagodas	1181 19 15

Pagodas

1768				1777			
November	10	To Ballance Brought from last Account	632 8	July	28	By Ballance	1128 55
1777							
July	28	To Interest on the above Sum from 10th Novr 1768 to this Day 8 Yrs 8 Mo 18 Days @ 9 ℔ Ct ℔ Annum	496				
			1128			Pagodas	1128 55

George 28th July 1777

Excepted

D 8 21 60

Know all Men by these Presents that I Cashavah Modeliar of Madras Merchant
Witness Rachajah Moodely late of Madras but now
did in his life time Borrow and Receive Sterling Money
Cashavah Modeliar of the same place Merchant as appears
Account Current and that the said Rachajah stood Indebted
Year One Thousand Seven Hundred and Seventy Eight
Gnana Yah and three Children named Sobriah Dorma
and Jagarahan in whose Hands the Effects of the said Rachaj
Moodely fell and be whom he the said Cashavah Modeliar
for the payment of the Ballance of the Account as Stated
ded on the Life time of the said Rachajah Moodely which
said Yah, Sobriah and Dormashawen promised to pay
Interest that there is due to the said Cashavah Modeliar
State of the said Account the Sum of One Thousand Six
Twenty Eight Pagodas and fifty four Cash being the Ballan
an Account Current bearing date the Twenty Eighth Day
in the Year of Our Lord One Thousand Seven Hundred
seven Know ye that the said Cashavah Modeliar
valuable Consideration to him in hand paid by Henry Rodg
of the said place Inhabitant at or before the Sealing and D
hereof the Receipt whereof he the said Cashavah Modeliar
hereby acknowledge He the said Cashavah Modeliar Hath
Transferred and Delivered and by these Presents Doth Assign
for and Set over unto the said Henry Rodgers the said Acco
Current and the Money or Amount thereof and Interest
thereon now due and owing or which hereafter shall or may
became due thereon and all his Right Title and Interest
to the same and every part thereof And the said Cashavah
for the Consideration aforesaid Hath made Constituted
and by these Presents Doth make Constitute and Appoint
said Henry Rodgers his Executors or Administrators his
lawfull Attorney and Attor

Name or in the Name or Names of his Executors or Administrators
but for the Sole and proper Use and Benefit of the said Henry Rodgers
his Executors Administrators or Assigns to ask require Demand
and Receive of the said Yah, Sobriah and Dormashawen their
Heirs Executors or Administrators the Money now due or to become
due on the said Account Current and on non payment thereof he the said
Henry Rodgers his Heirs Executors or Administrators to sue for and
recover the same and on payment thereof to deliver up and Cancel
the said Account Current and give sufficient Release and Discharge
therefor and one or more Attorney or Attornies under him to make
Constitute and appoint And whatsoever the said Henry Rodgers or
his Attorney or Attornies under him shall lawfully do in the pre-
mises the said Cashavah Modeliar doth hereby Ratify allow and
Confirm And the said Cashavah Modeliar doth hereby Covenant
with the said Henry Rodgers that he the said Cashavah Modeliar
hath not Received nor will Receive the Money or due or hereafter
become due on the said Account Current or any part thereof
neither shall or will Release or Discharge the same or any part
thereof but will own and allow of all Lawfull proceedings for
the Recovery thereof by the said Henry Rodgers saving the
said Cashavah Modeliar harmless and from any Cost that
may happen to him thereby In Witness whereof the said
Cashavah Modeliar hath hereunto set his Hand and Seal in
Madras aforesaid this first Day of September in the Year of
Our Lord One Thousand Seven hundred and Seventy Seven

Signed Sealed and Delivered
where no Stamp'd Paper is to be had in
the presence of

Boddam
Binny Boddam

Boddam (L.S.)

Mayors Court at
Madraspatnam

Tuesday the 2d Day of
June Domini

Present

Andrew Mayendie Esquire Mayor
George Smith
Richd Hall Hadow

Aldermen

Between Shaik
of Madras Inhabitant
Complainant and Pycroft
Complainant and Damarla
Defendant

It Appearing by the Records of this
that the usual Rule has been given for the Defendant to
to Answer the Complainants Bill which he has neglected
This Court doth therefore think fit to Order and
doth Accordingly Order and Decree that the Defendant do
pay unto the Complainant the full and Just Sum
Hundred and Twenty six Pagodas and eighteen Cash
326 — 18 Together with the Usual Interest as more
hereafter mentioned Costs of Suit
also all Costs of Suit

Filed the 3d Feby 1777

223

To the Honble the Mayors
Court at Madrapatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Arinjadah Tarpeah of Madras
Merchant by his Attorney Pycroft Droum of Madras Inhabitant
that Shaik Myah Saib and Saulee Myah Saib of Chittaravagra-
ram Near and within the Districts of Jumamalee but at Present
of Madras Inhabitant Stand Indebted unto Your Orator in the
full and Just Sum of One Thousand two Hundred and Sixty one
Pagodas and Fourteen Fanams Current Money of Madras Making
in Sterling Money of Great Britain at the Rate of Eight Shil-
lings for every Pagoda the Sum of Five Hundred and Fourteen
and Eleven Shillings on Mercantile Account upon certain Bond
given and granted unto Your Orator by the said Shaik Myah
Saib and Saulee Myah Saib under the Date of the Twenty Seventh
day of March which bears on the Year of our Lord One Thousand
Seven Hundred and Seventy four whereby the said
Saick Myah Saib and Saulee Myah Saib do Acknowledge to have
Settled Accounts with Your Orator and were upon Ballance
thereof indebted unto Your Orator in the Sum of Three Hundred
and forty four Star Pagodas which said Sum the said Shaick
Myah Saib and Saulee Myah Saib did promise to pay and
bind themselves to pay unto Your Orator with Interest the
Rate of Twelve per Cent pr Annum

Your Orator also Sheweth that the said Shaick Myah Saib
and Saulee Myah Saib did also in and by the said Bond for
the Consideration of Eight Hundred Pagodas to them by Your
Orator lent and paid Mortgage unto Your Orator their
Maimum or Patent Rice at their Village of Chittaravagram

This Honble Court at a Certain Time 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

Ag Dickson
Atty Compl.

1st March 1777

This is to Certify that the
Usual Oath for granting of
Warrants of Sequestration has
been Administred to the Compl.t

Andrew Majendie
Mayor

Dr Shaick Myahdeb & Saaboo Myahdeb in Acc.t Curr.t with Moongadah Pargeah &c.

1774				1777				
March	2d	To the Amount Principal of Your Bond bearing this date for the following Sums Viz.t		Jany	30th	By Ballance due		1261 14 --
		The Ballance of Settled Account payable with Interest @ 12 P.Cent P.Annum	344 -- --					
		To Ready Cash without Interest upon a Premium on Patent deed as appears by the said Bond	800 -- --					
			1144 -- --					
1777 Jany	30th	To Interest on Pagodas 344 from the 2d March 1774 to this day is 2 Years 10 Month & 3 days @ 2 P.Cent P.annum	117 14 --					
			1261 14 --				Pagodas	1261 14 --

Pagodas 1261 14 -- 30th January 1777

Fort Saint George

Errors Excepted

Geo.s Edwards
Cash

Dated the 25th March 17

I Shaick Myah Saib and Sanboo Myah Saib of Chy
Aragarum Do Jointly give this Obligation to Avangad
pish of Madras &c Inhabt Do say we have settled
aling Accounts with you Sir & Ballance due to you
of three Hundred and forty four Pagodas 344/ Cur
rency of Madras Do which we Promise to Pay such Sum
become due Interest after the Rate of 12 p Cent p Annum

Wednesday we have Mortgaged and given as Pledge
the Peramanum or Patent of Deeds of our Village of Chy
with all the Produce thereof in Lieu of Interest on which Sum
have Borrowed and Owned from You the Sum of Eight
/800/ which with Interest Due on Principal we Promise
or before the 31st July last being the time of the taking
mencing and Do Deem the Mortgage of the aforesaid Peram
Revive the said Village to ourselves

Witnesses Streenyasrum Canakayley Ramasprum
Madras 25th March 1775 Signed Shaick Meeah
Ramah Swamy & Mahomed Sahib

Witnesses
Streenyasrum Canakayley
Ramasprum

A true Copy
Sign Ditto

A true Translation as Nearas can be from the Original
Portes Language by Canakayley Dubash Interpreter

To all People to whom these Presents shall Come Greeting Whereas Shaick Myah Saib, and Saubo Myah Saib, of Chyttar Aragarum, Near and within the Districts of Ponnamallie, but at Present of Madras Inhabitants in and by one Bond or Obligation Bearing date the twenty Seventh day of March, which was in the Year of our Lord One Thousand Seven Hundred and Seventy four, became bound unto Avangadah Paupiah, of the Same place Merchant, in the Sum of one Thousand one Hundred and forty four Pagodas wherein and whereby the said Shaick Mayah Saib, and Saubo Myah Saib, do Acknowledge to have Settled Accounts with the Said Avangadah Paupiah and were upon Ballance thereof indebted in the Sum of three Hundred and forty four Pagodas Payable with Interest at the Rate of Twelve per Cent p Annum, and also the Said Shaick Myah Saib, and Saubo Myah Saib, did in and by the said Bond for the Consideration of Eight Hundred Pagodas lent and paid Mortgage unto Avangadah Paupiah the Peramanum or Patent Deeds, of their Village Chyttar Aragarum with all the Produce thereof in Lieu of Interest, Payable on or before the thirty first day of July, with the aforementioned Sums from the date of the aforementioned Bond, as by the said Bond and Condition of Same may appear. And whereas there is now due upon the same Bond the Sum of Nine Hundred and Sixty nine Pagodas, and fourteen Fanams, for the Principal and Interest of and upon the same Bond. Now Know ye that the said Avangadah Paupiah for a Valuable Consideration to him in Hand paid by Parcall Ranum of Madras Inhabitant before the Ensealing and delivery of these Presents the Receipt whereof he the said Avangadah Paupiah doth hereby Acknowledge and for divers other good Causes &c. have assigned Transferred and Setover and by these Presents do

or Suits and Proceedings in Law and Equity as shall be brought Prosecuted or Defended Concerning the same or by Reason thereof and will not Release or discontinue any such Action or Actions Suit or plaint and that it shall and may be Lawfull to and for the said Pascall Druen his Executors Administrators and Assigns to Receive Possess Enjoy or Employ to his own use all Such Sum or Sums of Money as shall be duely Received by Virtue of the said Bond or Obligation without any Account to be given to me my Executors or Administrators or any person or persons whatsoever for the same and that neither I the said Arangadah Parijiah my Executors or Administrators shall and will Revoke this Letter of Attorney or Writing of Assignment but that I my Executors and Administrators shall and will upon very Reasonable Requests Acknowledging and Execute all and every such further and other Lawfull and Reasonable Act and Acts thing and things whatsoever Either by making a new Letter of Attorney or Assignment or Otherwise however for the better Enabling and authorizing him the said Pascall Druen his Executors Administrators or Assigns to Recover Receive take and Enjoy to his and their own proper use and Behoof all such Sum & Sums of Money as now are or shall grow due or Payable by Virtue of the said Recited Bond Obligation and Condition as by the said Pascall Druen his Executors Administrators or Assigns or by his their Counsel Learned in the Law shall be Reasonable devision advised and Required and to and for the true performance of all and every the Covenants and agreements herein before Contained I bind myself my Heirs Executors and Administrators unto the said Pascall Druen his Executors Administrators and Assigns in the Penalty of One Thousand two Hundred and Sixty One

One Pagoda and Fourteen Fanams of Principal Money

Interest reckoning after the said Money

Pagoda have become Due on the said Bond

Year the Second day of February in the Year of

One Thousand Seven Hundred and Seventy Seven

In the Presence of

Witnesses

Mayors Court

Madraspatnam

Tuesday the 21st day of

Anno Domini

Present

Andrew Mayonie Esquire Mayor

George Smith and Chas. John Hudl

Aldermen

Between Nuingadu

of Madras Merchant by

Pavaly Pynn Collec

Inhabitant Complainant

Mudeliar Inhabitant

Myah Caib of Chytan

Pennaully Inhabitant

Madras Inhabitant

221.

Court that the Space of Six Months / the time Limitted in his Majestys Charter / is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects And that the Defendants have not made any appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and Just Sum of One Thousand Two Hundred and Sixty one Pagodas and Fourteen Fanams / Pags. 1261.-14.-/ 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

Hur

Filed the 4th Octr. 1777

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hondle Court Your Orator Moodoo Moodeliar by his Attorney Adolphus Smith of Madras Inhabitant that Venatachillum of the same place Inhabitant Stands justly and truly indebted unto Your Orator in the full and just Sum of Sixty Star Pagodas Current Money of Madras making in Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of Twenty four Pounds being the Principal Amount of a Cadjan Bond or Writing Obligatory bearing date the Seventeenth Day of June in the Year of Our Lord One Thousand Seven Hundred and Seventy five as will more fully and at large Appear by the Translate of the said Cadjan Bond or Writing Obligatory and an Assignment or Transfer thereof with

Answer

Whereas Complainant humbly prayed for the expedition of this Court and which Your Order prays may be Admitted as Your Orator's Bill of Complaint and Whereas Your Order prayeth Process Issue Against the said Vencatachillum of the said Town of Trichy Merchant

But now this Day Mr. Mayor Complainant Court hereof Vencatachillum Attached & arrested to pay Complainant or to give Your Orator any Manner of Satisfaction for the Premises Your Orator Requests Prays a Commission to this Honble Court shall appear grounded to Justice whereupon his Counsel Att Full time Direct and pursuant to all and singular the matters and things therein set forth alledged as fully truly and Specially to all Intents and as if the same were here again repeated and particularly set forth may be Decreed to pay unto Your Orator the said Sum of Sixty Star Pagodas with Interest Damages & Costs Suit Your Orator may have Such other Relief in the Premises as to this Honble Court shall seem meet

Royal Praise the Honble Court the Defendant Vencatachillum to be Summoned and Required by the Sheriff of Town of Madraspatnam and the Districts thereof personally and Appear Before this Honble Court at certain time to be by this Honble Court for that end and appointed then to Answer the Plaintiff's Bill of Complaint and further to have Order Decree and Direction as to this Honble Court shall seem Meet

Chas Brome
Atty Compt

1st October 1775

This Bailiff Shews Service thereof the Day of Adjournment Return Summons Issue returnable immediately

Of Arrest Issue the Complainant having Sworn to the Validity of this Debt & that he believes the Defendant will depart out of the Jurisdiction of the Court

Andrew Majendie
Mayor

Translate of a Cadjan Bond Dated 17th June 1775

I Pondoo Mally Vencatachillum Do hereby Acknowledge to have in my Urgent occasion Borrowed and Received of Stree Perumalsar Moodu Moodeliar the Sum of Sixty Star Pagodas Current Money of Madras which said Sum of Sixty Star Pagodas I promise to pay on Demand with Interest at the rate of Nine p Cent p Annum Witness Voluntarely given this Bond Witnesses Arrnagoom Chetiar and Verdapoolah Drawn by Seagarayen

(Signed) Vencatachillum

Witnesses
Arrnagoom

a True Translation as near as can be from the Original Malabar Language by Davy Naique Sworn Interpreter

Chas Bromley
Atty Compt

To all People to whom these Presents shall come Greeting Whereas Vencatachillum of Madras Inhabitant maketh and Executed his Writing Obligatory bearing date the Seventeenth Day of June in the

the said Moodu Modeliar had not Received nor will Receive the said Money due or to become due on the said Cadjan Bond 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 Adolphus Smith saving the said Moodu Modeliar harmless of and from any Cost that may Happen to this thereof In Witness whereof the said Moodu Modeliar hath hereunto set his Hand and Seal in Madras this Twenty Sixth Day of September in the Year of our Lord One Thousand Seven Hundred and Seventy Seven

Signed Sealed and Delivered
where no Stamped Paper is to be had
in the Presence of us —

Mayors Court at Madraspatnam

Tuesday the 4th day of November
Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
John Turing and George Proctor
Aldermen

Between Moodu
Moodeliar by his Attorney
Adolphus

Alexander Smith of Madras
Inhabitant Complainant
Venkatachellum of Madras
Inhabitant Defendant

The Defendant being in Court and
Pledging the Credit of the Complainant & Bismand Mist
doth therefore Sink for his Ans. and Denies and doth Sha
Order and Decree that the Defendant shall pay unto
plainant the full and Just Sum of Sixty Pagodas
together with all such Interest as now is or shall hereafter
thereon until full Payment is made also all Costs of this

Filed the 19th Nov. 1776

To the Hon.ble the
Court at Madras

Humbly Complaining Sheweth
Hon.ble Court Your Orator Neelagah Mudeliar by the
Maddox of Madras Inhabitant that Callatah Chitty
of the same place Merchant Madr. jointly and being
Your Orator in the full and just Sum of One Hundred
Current Money of Madras Making in Sterling Mo
Britain after the Rate of Eight Shillings for every
of Forty Pence as will more fully and at large
Translate of a Bond bearing date the Eighteen
June in the present Year of Our Lord One Thousand

and Seventy Six under the Hand of the said Callatah Chitty Seaga-
pen an Assignment or Transfer thereof with a power of Attorney
hereunto annexed for the inspection of this Hon.ble Court and
which Your Orator prays may be admitted as part of this
your Orator's Bill of Complaint And Whereas Your Orator
hath frequently and in an Amicable manner requested pay-
ment from the said Callatah Chitty Seagapen of the said Sum
of One Hundred Star Pagodas

But now so it is and May it please this
Hon.ble Court the said Callatah Chitty Seagapen obstenately
and wilfully refuses to pay the same or to give Your Orator any
manner of Satisfaction touching the premises Your Orator there-
fore prays a General Relief such as to this Hon.ble Court shall
appear Agreeable to Equity and good Conscience To the end
therefore that the said Calatah Chitty Seagapen may upon his
Corporal Oath full true direct and perfect Answer make to
all and singular the Matters and things herein before set forth
and alleged as fully truly and Effectually to all Intents and
purposes as if the same were here again repeated and particu-
larly Interrogated and that he may be Decreed to pay unto
Your Orator the aforesaid Sum of One Hundred Star 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 Hon.ble Court to cause
the said Callatah Chitty Seagapen to be Summoned and Required
by the Sheriff of Fort Saint George Town of Madras patnam and
the Districts thereof personally to be and Appear before this
Hon.ble Court at a Certain time and place to be by this Hon.ble
Court for that End and Purpose Appointed then and there to Answer this
Court Interrogated and Examined

Your

(No 32)

Your Orators Bill of Complaint and Further Bill
above by each Wm Ld Bence thereto as to the Hon
shall seem Meet.

Chas. Brom
Atty Compt

8th June 176

Callatah Chitty Seagapen of Black Town Ma
Degree his Obligation to Mootayah Moodeliar Merchant
Islam Cannapen Modely that he do pay One Thousa
Conrad Colley Chitty to the Mootayah &c Good
of your come Money which he met with & so
Conrad Colley Chitty made an Agreement therefo
promise to pay You the Sum of One Hundred Pagod
Pags on or before the Eighteenth of August Next ensu
limited time and do receive the Bond And in default
ment then promise to pay on Demand without
as shall accrue become due thereupon after the Rate
pr Cent pr Annum and in default of such payment
hereby impowered to become in Court and receive the
from me Thus with my Consent do give this Obligat
Drawn and Signed

Witnesses (Signed)
Ganady addy Narrinder
Gungapatnam Inhabitants

Seagapen

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(No 33)

A True Translation as near as can be from the Original
Mallabar Language by Davy Naick Sworn Interpreter

Chas. Bromley
Atty Compt

To all People to whom these Presents shall come Greeting
Whereas Callatah Chitty Seagapen of Madras Merchant on a Bond or
Writing Obligatory in the Malabar Language bearing date the Eighteenth
Day of June in the present Year of our Lord One Thousand Seven hun
dred and Seventy Six for the Principal Sum of One Hundred Star
Pagodas and Interest Stands indebted unto Mootayah also of the
same place Merchant Know ye that the said Mootayah Moodeliar
for a valuable Consideration to him in hand paid by John Maddox
of Madras aforesaid Inhabitant at or before the Sealing and Deli
very hereof (the Receipt whereof he the said Mootayah Moodeliar
doth hereby Acknowledge) He the said Mootayah Moodeliar hath
assigned Transfered and Setover unto the said John Maddox the said
Bond or Writing Obligatory and the Money or Amount Principal
of the said Bond or Writing Obligatory and the Interest thereupon
now due and owing or which may at any time hereafter become become
due thereon and all his Right Title and Interest of in and to the same
and every part thereof And the said Mootayah Moodeliar for the Consi
deration aforesaid hath made Constituted and Appointed and by these
Presents doth make Constitute and Appoint the said John Maddox
his Executors or Administrators his true and lawfull Attorney and
Attornies Irrevocable for him and in his Name or in the Name or
Names for his Executors or Administrators but for the Sole and proper
Use and Benefit of the said John Maddox his Executors Administrators
or Assigns to Ask Require Demand and Receive of the said Callatah
Chitty Seagapen his Heirs Executors or Administrators the Money now

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A True Translation as near as can be from the Original Mallabar Language by Davy Nack Sworn Interpreter

Chas. Bromley
Atty Compt.

To all People to whom these Presents shall come Greeting
Whereas Callatah Chitty Seagapen of Madras Merchant on a Bond or Writing Obligatory in the Malabar Language bearing date the Eighteenth Day of June in the present Year of our Lord One Thousand Seven hundred and Twenty Six for the Principal Sum of One Hundred Star Pagodas and Interest stands indebted unto Mootayah also of the same place Merchant Know ye that the said Mootayah Moodeliar for a valuable Consideration to him in hand paid by John Maddox of Madras aforesaid Inhabitant at or before the Sealing and Delivery hereof (the Receipt whereof he the said Mootayah Moodeliar doth hereby Acknowledge) He the said Mootayah Moodeliar hath assigned, Transferred and Setover unto the said John Maddox the said Bond or Writing Obligatory and the Money or Amount Principal of the Said Bond or Writing Obligatory and the Interest thereupon now due and owing or which may at any time hereafter become become due thereon and all his Right, Title and Interest of in and to the same and every part thereof And the said Mootayah Moodeliar for the Consideration aforesaid hath made Constituted and
Presents doth make Constitute
his
attorney

Now the obligor conditions that if the said Bond or writing Obligatory
or Non Payment thereof the said John Maddox his Heirs
or Executors do and shall from time to time and every time
hereafter well and truly stand to and abide by perform
and keep such Order and Decree as shall be made by the
Mayor Court or Court of Requests of Madras aforesaid
upon the Complaint Petition and Discharges thereof or
Answer to be exhibited by the said Obligor or his
Attorney under him to make Entitled the Appeal
the said John Maddox or his Attorney or Attornies shall
lawfully desire the Premises the said Mordecai Mordecai
by Petition and Complaint and the said Mordecai
to be Heard Examined and the said John Maddox
said Mordecai Mordecai doth not stand or will stand
to abide or perform the same and all and
Salary or any part thereof neither shall or will Attend
the same or any part thereof but will upon all due Notice
Proceedings for the Purpose thereof to the said John Maddox
the said Mordecai Mordecai himself or his said Attorney
perform to him thereby or Witness whereof the said
Mordecai hath hereunto set his Hand and Seal in Madras
the Eighteenth Day of December in the Year of our Lord
one Thousand Seven Hundred and Seventy two.

Signed Sealed and Delivered
in the Presence of

Mayors Court
Madras patnam

Tuesday the 4th day of November
Anno Domini 1777

Present

Andrew Majendie Esquire Mayor
John Turing and George Proctor
Aldermen

Between Mordecai Mordecar
by his attorney John Maddox of
Madras Inhabitant Complainant
and Callatah Chitty Nagapen
of the same place Merchant
Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five Hundred Pagodas / Pags 500 ---- / together with all such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

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Fort St. George 5th September 1777

To the Worshipful Mayor
Court at Madraspat

Humbly Complaineing Shewath
Unto this Court Your Orator Gunnapaddala Venkiah by
Anthony D'Auvergne Attorney at Law his Solicitor That Lawry
Kistnamah Dorasa Sawmiah Venkiah
by Gunnavaram Mungapatty and Goondoy Joagy
at present of Madraspatam Inhabitants and Natives
Orator in the Fattahs and Sum of Six Hundred Sic
Pagodas and Thirty Fanams Current Money of Madras
in Sterling Money of Great Britain at the Ra
Shillings for Every Pagoda the Sum of Five Hundred Sic
Pagodas and Six Shillings or thereabouts as will more fully
at large Appear by an Account Current hereunto Annexed
the Inspection of this Hoble Court and which Your
prays may be Allowed as part of this his Bill of Compl
and Whereas Your Orator hath frequently and in a
manner Required payment from the Said Lawry
Venkiah Mungapatty Gunnavaram Mungapatty
Joagy of the Sum of Five Hundred Sic Seventy Pag
Thirty Fanams

But now so it is may it Please
Hoble Court the Said Lawry Sawmy Kistnamah
Gunnavaram Mungapatty and Goondoy Joagy
well fully & Justly

2d

Manner Satisfaction Touching the Premises Your Orator, there-
fore prays a General Relief such as to this Hon'ble Court shall
appear Agreeable to Equity and good Conscience To the End
therefore that the said Sawmy, Sunniah, Venkiah Mangapatty
Gunnavaram Mungapatty and Goondoy Joagy may upon
their Corporal Oath full true Direct 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 here again Repeated and particu-
larly Interrogated and that they may be Decreed to pay unto
Your Orator the aforesaid Sum of Six Hundred and Seventy Pag
and Thirty Fanams together with all such Interest As now is
or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon'ble Court to Cause the
said Sawmy, Sunniah, Venkiah Mangapatty Gunnavaram
Mangapatty and Goondoy Joagy to be Summoned and Required
by the Sheriff of Fort Saint George Town of Madraspatam
and the Districts thereof personally to be and Appear before this
Hon'ble Court at a certain time and place to be by this Hon'ble
Court prefixed and appointed then & 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 Hon'ble Court shall
Seem Meet

Anty DuPuy
Atty Compt

6th September 1777
This Bill was Shewn to me
between the Days of Adjournment
Let a Summons Issue thereon
and Returnable Next Court day
Andrew Ellyendale
Mayor

a Valuable Consideration to him on hand paid by Anthony DeRozario of Madras Inhabitant ator before the sealing and Delivery of these Presents the Receipt whereof he the said Avanighaddala Caupiah Doth hereby acknowledge & the said Avanighaddala Caupiah has assigned and Set Over and by these Presents Doth assign and Set Over unto the said Anthony DeRozario the said Account Current and the Money or Amount Principal and Interest thereupon Due and Owing and which may become Due thereon and all their Right and Interest of in and to the same and Every part thereof and the said Avanighaddala Caupiah for the Consideration aforesaid have made Constituted and appointed and by these presents Doth make Constitute and Appoint the said Anthony DeRozario his heirs Executors and Administrators his true and Lawfull Attorney and Attornies Irrevocable for him and in his name and in their name and Names of his Executors Administrators but for the Sole and Proper use and benefit of the said Anthony deRozario his Executors Administrators and Assigns to ask require Demand and Receive of the said Sawmy, Simmiah Venkiah Mungaputty Gunniarum Mungaputty and Goondoggy Soogy their Heirs Executors and Administrators the Money due and to become Due on the said Account Current and on non payment thereof he the said Anthony de Rozario his heirs Executors and Administrators to Sue for and Recover the same and on payment thereof to Deliver up the said account Current and give sufficient Releases and Discharges therefore and One or More Attorney or Attornies under him to Constitute and whatsoever the said Anthony de Rozario or his Attorney or Attornies under him shall Lawfully do in the Premises the

The said Armeghedale Panjiah doth hereby allow
and the said Armeghedale Panjiah doth Covenant
said Anthony de Rozario that he the said Armeghe
jiah has not Received nor will Receive the said
or to Receive Due on the said Ballance of the said
Covenant or any part thereof neither shall or will
or Discharge the same or any part thereof but will
also Fully Sufferall Proceedings for Recovery
said Anthony De Rozario against the said Armeghe
Panjiah Saroop of said from any Cost that may
to him thereof.

In Witness whereof the said
Armeghedale Panjiah have hereunto set his
and Seal in Madras this Second day of September
Year of Our Lord One Thousand Seven Hundred and
Seventy

Signed Sealed and Delivered
in the Presence of the Interpreter
had — to the Contents of
P. H. (Cr.) Interpreter

Mayor's Court at
Madraspatnam

Tuesday the 15th day of
Anno Domini 1777

Present

Andrew Maycock Esquire Mayor
John Timing Esq. Alderman
Paul George Brad

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by his Attorney Anthony De Rozario
of Madras Inhabitant Complainant
and Savomy Son and Heir to Muna-
-chiah Deceased, Simmiah Chenkiah
Mangapatty Gunnavaram Man-
-gapatty and Goondoggy Cragy of
Madoor at present of Madras
Inhabitant Defendant

It Appearing by the Records of this Court
that the Usual Rules have issued for the Defendant Savomy to
Answer the Complainants Bill which he has Neglected doing This
Court doth therefore think fitt to Order and Decree and doth accor-
dingly Order and Decree that the Defendant Savomy shall pay
unto the Complainant the full and Just Sum of One Hundred
and Eleven Pagodas Thirty five Fanams and fifteen Cash
Pags. 111.-35.-15/ together with all such Interest as now is or
shall hereafter become Due thereon untill full Payment is
made also all Costs of this Suit

By Court

Filed the 15th Sept. 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Mostat Saick by his Attorney John
Hinis of Madras Inhabitant that Armegah Chitty of the same
Place Merchant Stands Indebted unto Your Orator in the Sum
and

appoint Her and there to Answer this Plaintiff's Bill of Com-
plaint and further to Stand to and abide by such Order and Decree
thereon as to this Honble Court shall seem Meet

Sy Dibley
Solr Compt

16th Septr 1777

The Bill was Shewn to me in the Days of
Argument and the Complainants Attorney having
been to the Justness of this Demand and that he
Claims the Defendant is about to Depart from
the Jurisdiction of this Court Let a Summons
Issue Immediately and Warrt of Arrest thereon

Andrew Majendie
Mayor

Jeremiah Colly in Account Current with Montalt Leidy Dr

1772						1772					
June 10	To Balance of Account Current Settled and Due the Day		12	22		June 10	By Cash Received			10	
							By Ditto			30	18 10
							By Cash Received			20	
										60	18 10
							By Balance			61	3 10
										121	22

Errors Excepted

Jno Thos George
Winchester 1777

E E Gill

BD 83 102

And that when & where the Defendant Shall Appear
Personally or Shall Enter Bail in Order to Answer the Complaint
of the Complainant Montalt Leidy in a Plea of Money to the
Value of Eighty Pounds Current Money of Virginia
Besides Costs & Charges Or Eight Hundred Pounds of Tobacco
& Cask Besides Costs & Charges And His Estate
or so much thereof as Shall be Sufficient to Satisfy the
Same may be Attached as Part for that his Estate
Effects Goods & Chattels Rights & Credits Lands
& Tenements within the Jurisdiction of this Court
may be Seized & Taken into Custody to Answer
the Premises & Further Proceedings Ordered by this Court

Butler Morton Clk

Ent. the said Jeremiah Colly Defendant in the Action
Business as by Your Bailor may Reasonably be Required
Promises Your Bailor Undertakes for Jeremiah Colly
the Said Defendt Shall Appear Personally in Court
at the Suit of the Said Montalt Leidy Plaintiff
at the Court House Winchester Next Court
Appeal Bail Piece Duel & Recpt Summons
Assigned the Within Bond Returned Executed
as Fully Truly & Effectually to Me Directed
Test Thos Rutherford Sheriff
Jeremiah Colly Defendt Entered into Recognizance
in the Penalty of Eighty Pounds Current Money
of Virginia Conditioned for the Appearance
of the Said Defendt Before the Worshipful
Court of Frederick at the Court House
Winchester on the Second Tuesday in
November Next to Answer Montalt Leidy
in a Plea of Money Due to Him
Certain Business as by Bill Filed
Test Thos Rutherford Sheriff

give Sufficient Releases and Discharges therefore & or on more
Attorney or Attornies under him to Constitute and whatsoever he
said John Hinis or his Attorney or Attornies under him shall
Lawfully do in the Premises the said Mostall Naick doth
hereby Allow and Approve And the said Mostall Naick
doth Covenant with the said John Hinis that he the said Mo-
stall Naick hath not Received nor will Receive the said Money
due or to become due on the said Account Current or any
part thereof neither shall or will Release or Discharge the
same or any part thereof but will own and allow of all Law-
full Proceedings for Recovery thereof he the said John Hinis
saving the said Mostall Naick harmless of and from any Cost
that may happen to him thereby In Witness whereof
the said Mostall Naick hath hereunto Set his hand and Seal
in Madras the thirteenth day of September in the Year of
Our Lord One Thousand Seven hundred and twenty Seven

Signed Sealed and Delivered
when first Stamp Paper to be had in
the presence of

Mostall Naick (L.S.)

Mayors Court
Madrasphatnam

Tuesday the 4th day of November
Anno Domini 1777
Present
Andrew Majendie Esquire Mayor
John Turing and George Proctor
Aldermen

Between Mostall Naick
by his Attorney John Hinis of
Madras

To the Hon[ble]

[illegible] Said Stregal

[illegible] Plaint[f]

[illegible] Defendant

Q. Expressing the Reason

[illegible] Hon[ble] Court for the Defendant

[illegible] Complainants Bill which he has [illegible]

[illegible] Hon[ble] Court to Order and Decree

[illegible] Defendant shall pay

[illegible] Complainant the full and [illegible]

[illegible] Years Purchase Interest [illegible]

[illegible] Mark Interest accrue or shall become

[illegible] the full Payment is made [illegible]

Ld the 2[nd] Sept[r] 1811

To the Hon[ble]

Court of Exchequer

Humbly Complaining Sheweth

unto this Hon[ble] Court Sir Cha[s] Richard Gillman

Solicitor to his Majesty Henry Bridges Esq[r] one

of the Solicitors of His Majesties Revenue of

Customs and Thomas Parkyns Esq[r] one

[illegible] Majesties Customs as Trustees for Sir Thomas

Arnold Knight late Collector of this Kingdom

Order for the Benefit of the Kings Majesty

and the Creditors of the said Sir Thomas

Arnold Knight late Collector of this Kingdom

and Seventy leaving his Brother by name Ezekiah and three Children

and Sookrish, Darmashavan and Sagarahan in whose Hands the

Effects of the said Rachapah Modely fell and to whom your

Orator frequently applied for the payment of the Balance of

the Account as Stated and Settled in the Lifetime of the said Racha

pah Modely which they the said Ezek, Sookrish and Dar

mashavan promised to pay with Interest upon the Sale

of the Effects of the said Deceased Your Orator further Sh

weth that there is due to your Orator from the Estate

of the said Deceased the Sum of One Thousand One

Hundred and Twenty Eight Pagodas and Fifty five

Cash Current Money of Madras making in Sterling

Money of Great Britain after the rate of Eight

Shillings for every Pagoda the Sum of Four Hundred

and Fifty one Pounds Four Shillings and upwards as will

more fully appear by an Account Current and an Assign

ment or Transfer thereof under the Power of Attorney hereunto

annexed for the inspection of this Hon[ble] Court which he

craves leave to refer to When and where the said Ezek, Sookrish and Dar

mashavan shall pay to Your

Orator pursuant to their promises and undertakings which

Your Orator hath frequently and in amicable manner

Demanded payment of the said Ezek, Sookrish and

Darmashavan of the said Sum of One Thousand One Hun

dred and Twenty Eight Pagodas and fifty five Cash

But now so it is and may it

please this Hon[ble] Court the said Ezek, Sookrish and

Darmashavan

Place to be by this Honble Court perfixed and
Appointed then and there to Answer this Your Ora-
tors 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. Dunmore

Attys Compt.

2d September 1777 —
This Bill was Shewn
to me between the Days
of Adjournment Let
Summons issue

Andrew Mackenzie
Mayor

Rushyaste in Account Current with Moodliar

Cr.

1764				
November	1	To Cash lent him on Bond		
1765	13			
September	3	To Ditto		
October	20	To Ditto		
1766				
June	18	To Interest upon the above Sums @ 9 ℔ Cent ℔ Annum amounting to		
			Pagodas	
1766				
June	1	To Ballance brought from last Account		
July	12	To Cash lent him	50	
	30	To Ditto	60	
October	4	To Ditto	60	
	6	To Ditto	130	
1767				
April	30	To Ditto	70	
1768				
November	10	To Interest on the above Sums @ 9 ℔ Cent ℔ Annum amounting to	3	
			Pagodas	
1768				
November	11	To Ballance brought from last Account		
1777				
July	28	To Interest on the foregoing from 11th Nov.r 1768 to this Day @ 9 ℔ Cent ℔ Annum		
			Pagodas	
				July 1777
				Pd. J. G.

1765				
June	25	By Cash Received of him in part	50	
December	2	By Ditto Ditto	30	
1766				
January	2	By Ditto Ditto	30	
April	6	By Ditto Ditto	60	
May	2	By Ditto Ditto	50	
June	18	By Sundrys Received of him from 3d Decemr 1764 to this Day	156.38.5	
		By Interest on the above Sums @ 9 ℔ Cent ℔ Annum amounting to	8.25.2	
		By Ballance	396.18.31.	
			Pagodas	770.4.38.
1768				
February	14	By Cash Received in part	100.	
	28	By Ditto Ditto	100.	
November	10	By Sundrys Received of him from 19th June 1766	336.12.48.	
		By Interest on the above Sums @ 9 ℔ Cent	123.34	
		By Ballance	632.2.53.	
			Pagodas	1191.19.15.
1777				
July	28	By Ballance	1128.55.	
			Pagodas	1128.55.

Know all People to whom these Presents shall come
Whereas Rachapah Moodely late of Batavia
Deceased died Intestate Some time in the Year
of Our Lord One Thousand Seven Hundred and Ninety
Seven leaving Issue by his Wife Cashavah Moodeliar
of the same Place Widow and Relict of the said
Deceased Two Children Namely Rachapah Moodeliar
Junior and Cashavah Moodeliar Spinster and
whereas the said Rachapah Moodeliar Junior
Deceased some time in the Year One Thousand
Eight Hundred and Two leaving his Mother
the above named Cashavah Moodeliar his
Sister and Sole Executrix of his Last Will
and Testament whereby the said Cashavah Moodeliar
was Appointed Executrix of the said Rachapah
for the payment of the Balance of the Account
Current with the Estate of the said Rachapah
by the said Yah Sobrich and Dammashawan
& Jaya with Interest that there is due to the
Estate from the Said Yah Sobrich and Dammashawan
Jaya and Co Amounting to Spanish Dollars
Five Hundred and Twenty Eight Rupees
Five Cash being the Balance of an Account Current
ending the Twenty Eighth Day of July in the Year
of Our Lord One Thousand Seven Hundred and Ninety
Nine Now Know ye that the said Cashavah Moodeliar
for and in Consideration of the Sum of Spanish Dollars
Five Hundred and Twenty Eight Rupees Five Cash
to her in hand paid by Henry Rodgers of Batavia
aforesaid Merchant before the Sealing and
Delivery hereof the Receipt whereof she the said Cashavah
doth hereby acknowledge She the said Cashavah
Hath assigned Transferred and Set over and by
Doth assign Transfer and Set over unto the said
Rodgers the said Account Current and Balance
thereof Principal and Interest hereby
owing or which may

thereon and all her Right Title and Interest of in and to the
same and every part thereof And the said Cashavah Moodeliar
for the Consideration aforesaid Hath made Constituted
and Appointed and by these Presents Doth make Consti-
tute and Appoint the said Henry Rodgers his Executors
or Administrators his true and lawfull Attorney and Attornies
Irrevocable for him and in his Name or in the Name or Names
of his Executors or Administrators but for the Sole and pro-
per Use and and Benefit of the said Henry Rodgers his
Executors Administrators or Assigns to ask require
and Receive of the said Yah, Sobrich and Dammashawan
their Heirs Executors or Administrators the Money
becomeing due on the said Account Current and on Pay-
ment thereof he the said Henry Rodgers his Heirs Executors
or Administrators to Sue for and Receive the same and on
Payment thereof to deliver up and Cancel the said Account
Current and give Sufficient Releases and Discharges therefor
and one or More Attorney or Attornies under him to make
Consitute and Appoint and whatsoever the said Henry Rodgers
or his Attorney or Attornies under him shall lawfully do in the
premises the said Cashavah Moodeliar doth hereby Ratify allow and
Confirm And the said Cashavah Moodeliar doth hereby Covenant
with the said Henry Rodgers that he the said Cashavah Moodeliar
hath not Received nor will Receive the money so due or hereafter
to become due on the said Account Current or any part thereof
neither shall or will Release or Discharge the same or any part
thereof but will own and allow of all Lawfull proceedings for
the recovery thereof he the said Henry Rodgers saveing the said
Cashavah Moodeliar harmless of and from any Costs that
may happen to him thereby In Witness whereof the said
Cashavah-

Demand
shawan
due or
on pay-
Executors
same and on
Account
therefor
Attorney
Rodgers
lawfully do in the
Ratify allow and
Covenant
Moodeliar
Moodeliar
or hereafter
or any part thereof
same or any part
Lawfull proceedings for
Rodgers saveing the said
Costs that
whereof the said

(134)

Cashawah Vellodien hath hereunto set his Hand &
Seales this first Day of September in the
Year of Our Lord One Thousand Seven hundred and Seventy
Signed Sealed & Delivered
where no Stamps are provided to
in the presence of

Mayors Court at
Madraspatnam.

Tuesday the 4th. day of
Anno Domini

Present
Andrew Lindegren Esquire Mayor
John Turing and George Proctor
Aldermen

Between Cashawah
of Madras Inhabitant of
Henry Rodger of the
the Inhabitant Complain
Lyah, Servaiah and Dama
of the same place Defend

It Appearing by the Records of this
that the Honble Rules have issued for the Defendant
Answer the Complainants Bill which he has
this Court doth therefore think fit to Award
with Accordingly Ord

(134)

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shall pay unto the Complainant the full and Just Sum of
Hundred and Seventy Six Pagodas and Eighteen Cash/ Pags
376 — 18 / together with all such Interest as now is or
shall hereafter become Due thereon until full Payment
is made also all Costs of this Suit

Your

Filed the 4. Octr. 1777.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator John Turing of Madras Mer-
chant, That Venatashellum of the same place Inhabitant, stand
Indebted unto Your Orator in the full and just Sum of Thirty Two
Pagodas and Three Fanams, Current Money of Madras Making
in Sterling Money of Great Britain, at the rate of Eight
Shillings for every Pagoda, the Sum of Sixteen Pounds Sixteen
Shillings and Eight Pence, or thereabouts, as will more fully and
at large appear by an Account hereunto Annexed for the Inspec-
tion of this Honble Court to which Your Orator most humbly
Refers and Prays that the same may be Admitted as part of
this his Bill of Complaint And Whereas Your Orator hath fre-
quently and in a Friendly manner Requested the Payment of
the said Sum of Thirty Two Pagodas and Three Fanams

But now so it is and may it Please this Honble
Court the said Venatashellum Obstinately and wilfully refuses
to pay the same or to give Your Orator any manner of Satisfaction
touching the Premises Your Orator Prays a General Relief
Such

Suckar to this Honble Court shall appear & make it
good Cause to the Contrary, & therefore
Venkatashellum may open his Original Petition & Plead
Cause & Answer make to all & Singular the Matters
herein before set forth & Alledged as fully, truly, & Effe
ctually to all Intents & Purposes as if the same were
Repeated & Particularly shewn & Set forth
and to Pay unto Your Orator the aforesaid Sum of Thir
Pagodas & Costs & Damages & shall Such Subsidiary
& shall hereafter from Time to Time abide by the Order

May it please this Honble Court that
the said Venkatashellum be Summoned & Required by
Sheriff of Fort Saint George Peon of Madrass
and the Defendt thereby Commanded to appear
this Honble Court & Plead & Answer to the
Honble Court Pleased & appointed, Summond & the
over this Your Orators Bill of Complaint and
to Stand to and abide by such Order and Decree
this Honble Court shall Come Next

1st Octr 1777

Sum Come in the day of
Adjourned 1st Summons
Your Reknonable Court say
Andrew Majendie
Mayor

Dan Shaw
Atty for the Co

Venkatashellum Dr

1774
May 30, To the Amount of your Acknowledgment — 3f. 9f. 14.
To Interest on Ditto from the 30th May 1774
to the 9th August 1777. is 3 Year 2 Months
and 10 days @ 1c. Hundredmon — 11. 2f. 20.
49-4-30

Ditto Credit

1776
April 2d By Cash Recvd of Chocapah — 15. —
By Interest on Ditto from the Day of April
1776. to the 9th day of August 1777 is 1 Year
4 Months and 7 days @ 1 Hundredmon — 2. 1. 30.
17f. 1. 30.
Balance due Pagodas 32. 2. —

Madras 9th August 1777
Errors Excepted
John Turing

Mayor's Court at
Madraspatnam

Tuesday the 4th day of November
Anno Domini 1777

Present
Andrew Majendie Esqre Mayor
John Turing
} Aldermen

Between John Turing &
Madras Merchant Complainant
& Venkatshellum of Madras
aforesaid Inhabitant Defendant

The Defendant being in Court & Acknow-
-ledging the Justness of the Complainants Demand. It is
Court

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth
Honble Court Your Orator John de Sias [illegible] Saint Geo
chant doing Custom of the Last Will and Testament [illegible]
Mercht late of Fort Saint George aforesd Esqr Deceasd [illegible]
the said Will & Probate Letter having been granted unto Your
by this Honble Court, That Lucretia Rouzett of Madraspatam
administration of all and singular the Goods Chattels and
Blandina Gonsalve late of Madras Inhabitant Deceas
In Debt unto Your Orator as Executor aforesd in the full
Just sum of Four Hundred and Seven Pagodas and Twenty
Jaccars Current Money of Madras Making in Sterling Money
Great Britain at the Rate of Eight Shillings per every
She sum of One Hundred and Sixty Three Pounds Ten Shillings
Three Pence which she hath refused and Neglected fully and
by a Cyt for Mortgage Bond and on Account Current Examined
and further Petition of this Honble Court and which Your
Prays May be Admitted as part of this his Bill of Complaint

Your

Com[illegible] Lucretia Rouzett Widow & Exx of the Last Will & Test of
Peggy Blanchard Deceased Defendant in this Suit
pleaded the Statute of Limitations & Act Sam of Kings the Defendant
Jaccars of Pags 232 S. Magistic which Act Such Statute
is or shall be to the Same Bar Ought unto the Said Plaintiff
made or to Come to the Said

Our

To the Honble Mayor

[illegible]

Your Orator further Sheweth unto this Honble Court that he hath
frequently and in an Amicable Manner Requested Payment from
the said Lucretia Rouzett as Administratrix aforesaid of the said
Sum of Four Hundred and Seven Pagodas and Twenty Eight Jaccars
But now so it is May it Please this Honble Court
the said Lucretia Rouzett 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 and that
this Honble Court shall appear agreable to Equity and good Conscience
To the End therefore that the said Lucretia Rouzett may
upon her Corporal Oath fulltrue 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 Pur-
poses as if the same were here again Repeated and particularly at-
terrogated and that She as Administratrix aforesaid may be Decreed
to Pay unto Your Orator as Executor aforesaid the aforesaid Sum of
Four Hundred and Seven Pagodas and Twenty Eight Jaccars 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
Lucretia Rouzett to be Summoned and Required by the Sheriff of
Saint George Town of Madraspatam and the Districts thereof Per-
sonally to be and Appear before this Honble Court at certain
time and place to be by this Honble Court Prefixed and Appointed
then and there to Answer this Your Orator Bill of Complaint and
further to Stand to and abide by such Order and Decree therein as
this Honble Court shall seem Meet

5th Nov 1774

This Bill was shewn in Court the Day
of Adjournment Let a Summons Issue
thereon Returnable Next Court Day

Andrew Majendie
Mayor

J. Hodges
Atty Compt

Dr. The Estate of Blandina Grenslate Deceased &c.

1774			1774		
March 21st	To Cash lent on Mortgage of her house	450	March 21st	By Cash Received in part	200
	Interest Acct. from the 11th Nov. 1771. to the 11th Nov. 1774 is 6 Years at 8 ℔ Cent. p. annum	216		By Interest Acct. from the 21st March 1774 to the 11th Nov. 1774 is 3 y. 2 m. @ 8 ℔ Cent. p. annum	58 8
					258 8
				By Balance due	407 32
	Pagodas	666		Pagodas	666

Fort St. George 11th November 1777

Errors Excepted
for Lavie & Fris
Cr. to Nich. Morse Esq. Deceased

Mayor's Court at Madraspatnam

Tuesday the 11th day of November Anno Domini 1777

Present

Mr. George Smith Senior Alderman
Edw.d John Holland & Benj.n Roebuck Aldermen

Between John Lavie of Fort Saint George Merchant Acting Executor of Nicholas Morse of Fort Saint George Esqr. Deceased Complainant and Loueretia Rouzet of Madras Inhabitant Administratrice of Blandina Grenslate Deceased Defendant

The

Know all Men by these Presents that We Nicholas Morse of Fort Saint George Esqr. and Blandina Grenslate Widow of the said Nicholas Morse Esqr. deceased are held and firmly bound unto the Honble. United Company of Merchants of England trading to the East Indies in the Sum of Five Hundred Star Pagodas to the Payment whereof well and truly to be made to the said United Company their Successors or Assigns We bind ourselves our Heirs Executors and Administrators or any of them jointly and severally firmly by these Presents Sealed with our Seals Dated this Eleventh day of November in the Year of our Lord One Thousand Seven Hundred and Seventy Seven.

Whereas the above bounden Blandina Grenslate Widow of the above named Nicholas Morse Esqr. deceased hath borrowed and taken up at Interest of the said United Company the Sum of Four Hundred and Fifty Star Pagodas for the Use of the said Blandina Grenslate and the said Nicholas Morse Esqr. his Heirs Executors and Administrators which said Sum of Four Hundred and Fifty Star Pagodas the said Blandina Grenslate hath promised to repay unto the said United Company their Successors or Assigns with Interest for the same at the Rate of Eight Pagodas per Cent. per Annum Payable Annually as by Bond thereof made to the said United Company bearing even Date herewith more fully and at large appears Now the Condition of the above Obligation is such that if the said Blandina Grenslate her Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said United Company their Successors or Assigns the full and just Sum of Four Hundred and Fifty Star Pagodas with such Interest as shall accrue thereon according to the Condition of the above written Obligation then the same and from thenceforth shall cease determine and be void or else to remain in full Force and Virtue

Signed Sealed and Delivered
in the Presence of

Ignatio Gomes
Pascoal Madeira
Fort St. George March 21st 1774

Blandina Grenslate

Nicholas Morse Esqr.

Received the Contents of this Bond Five Hundred Star Pagodas

Errors Excepted

The Defendant being in Court and
hearing the Substance of the Complainants Demand
Court doth therefore think fitt to Order and Decree
Absolutely & Ever and Decree that the Defendant
with the Complainant out of the Clear and Ready
Granted Decreed the Sum and Just Sum of Four
and Seven Pagodas and Sixty Eight Fanams Pagodas
together with all such Interest as now is or shall
from Time to Time accrue thereon until full Payment is made
Cost of this Suit

Filed the 26th September 1777

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth
this Honble Court Your Orator Gunpah Naick of Madras
Inhabitant that Donald Campbell Captain in the Service of
United Company of Merchants of England trading to the
East Indies Inhabitant of Your Orator in the Sum of
Four Hundred and Sixty four Pagodas Sixteen
Fanams and Forty Cash Current Money of Madras Money
in Sterling Money of Great Britain at Three
of Eight Shillings for Every Pagoda Reckoning after the
Hundred and Four Pounds and Fifteen Shillings in the
abouts as will more fully and at large appear by

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Account Current hereunto Annexed for the Inspection of this Honble
Court which Your Orator prays may be Admitted as part of this
his Bill of Complaint and Whereas Your Orator hath frequently
by and in an Amicable Manner Requested payment of the aforesaid
Sum of Four Hundred and Sixty four Pagodas Sixteen Fanams
and Forty Cash from the said Donald Campbell

But now so it is May it Please this
Honble Court the said Donald Campbell Obstinately and Contemptu-
fully Refuses to pay the same or to give Your Orator any Satis-
faction touching the Premises Your Orator therefore
prays a General Writ of Subpoena may be Issued out of this Honble Court Directed
to the said Donald Campbell thereby Commanding him at a certain Day and
agreeable to Equity and Good Conscience To the End he
may upon his Corporal Oath full true Direct and Perfect Answer make to all
and Singular the Matters and things herein before set forth
and Alledged as fully truely and Effectually to all Intents and
purposes as if the same were here again Repeated and particu-
larly Interrogated and that he may be Decreed to pay unto
Your Orator the aforesaid Sum of Four Hundred and Sixty-
four Pagodas Sixteen Fanams and Forty Cash together with
all such Interest as now is or shall hereafter become due
thereon also all Costs of this Suit

May it Please this Honble Court
to Cause the said Donald Campbell to be Summo-
ned and Required by the Sheriff of Fort St. George
Town

Dr. Donald Campbell in Account Current with the Company March 6th

		1777		Pags. Fs.
To 50 Bullocks hire from 1st January 1777 to the 6th March is 2 Mo. & 6 D. @ 5 Rs. per Month	585.-.-	March 6	By the Amount of my Bond of this date in Your favor	350.-.-
To Bullock Masty attending ditto for 2 Mo. & 6 D. @ 5 Rs. per Month	11.4.40	1777 Sept. 22	By Interest md. from the 1st March 1777. to this day is 6 Mo. & 22 days @ 36 Pct. per Annum	47.3.-
To 20 Bullocks from 1st March 1777 to 10th Augt. is 5 Mo. @ 5 Rs. per Month	500.-.-		By Cash Received at Sundry times	44.-.-
To Bullock Masty attending ditto from 5 Months @ 5 Rs. per Month	25			
Rupies	1120.1.40			
@ 350 Rs. per 100 Pags. is Pagodas	320.1.40			Pagodas 320.1.40

Fort Saint George
22d. September 1777
Errors Excepted
per
Comptroller of Accounts

(446)

Mayors Court at
Madrasphatnam

Tuesday the 4th Day of
June Domini
Present
Mr George Smith Senior Alderman
Edwd Ashe Harris
Benjn Torin
Witnesses

Between Edward
Archer Exhibitant Complt
Ross Campbell Esqr
Louis Strickland Esqr
Lewis Strickland Esqr
Late Defendt

It appearing by the Affidavit of the Complt
Exhibitant his Solicitor that the Defendt
Lewis Strickland late of
the Hon.ble Co.s Service Doth not Reside in
the Limits of this Court Ordered that
the Defendt Lewis Strickland late of
Fall Due Notice thereof be given to the Complainant
ten Days and that unless the Defendt
shall Appear and Answer the Complaint
within the Time Limited by the Rules of this Court
an Attachment do issue against the Estate
of the Defendt

(447)

247.

Fides the 26th Octr 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Thomas Barrett of Madras Inha-
bitant that Thomas de Mello of the same place Inhabitant stands
Indebted unto Your Orator in the full and Just Sum of Fifty Pa-
godes and Twenty one Fanams Current Money of Coast Ma-
king in Sterling Money of Great Britain at the Rate
of Eight Shillings for Every Pagoda the Sum of Twenty Pounds
three Shillings and Nine pence or thereabouts as does More particu-
larly and at large Appear by Copy of a Promissory Note given
and Granted unto Your Orator by the said Thomas de Mello Dated
the Twentieth Day of April which was in the Year of Our Lord
One Thousand Seven Hundred and Seventy five hereunto annexed
for the Inspection of this Honble Court and which Your Orator
prays may be Admitted as part of this His Bill of Complaint
and whereas Your Orator hath frequently and in an Amicable
Manner Requested Payment of the said Sum of Fifty Pagodes and
Twenty one Fanams from the said Thomas de Mello

But now so it is May it Please this Honble
Court the said Thomas de Mello Obstinately and Wilfully Refu-
ses to pay the Same or to give Your Orator any Manner of Satis-
faction Touching the Premises Your Orator therefore prays
a General Relief and such as to this Honble Court shall appear
agreable to Equity and Good Conscience To the End therefore
that the said Thomas de Mello may upon his Corporal Oath
full true Direct and Perfect Answer make to all and Singu-
lar His Matts and Kings herein before Set forth and Alleged
as

Mayors Court at Madraspatnam

Tuesday the 25th day of November Anno Domini 1777

Present

Mr George Smith Senior Alderman
John Turing and George Proctor Aldermen

Between Thomas Barrett of Madras Inhabitant Complainant and Thomas de Melo of the same place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justice of the Complainants Demand 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 Fifty Pagodas and Twenty one Fanams / Pags 50. 21 / together with all such Interest as now is or shall hereafter become Due thereon in full full Payment is made also all Cost of this Suit

Hyde

and Your Orator's said Debt Particularly in pursuance of the said promise and Your Orator further sheweth unto this Hon'ble Court that he hath frequently and in an amicable Manner Requested Payment from the said Uncatachella Aitty of the said Sum of Two Hundred and fifty three Pagodas Thirty Nine Fanams and Sixty Seven Cash

But now so it is may it Please the Hon'ble Court the said Uncatachella Aitty Obstinately and Wilfully Refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays Genral Relief in the Premises and as this Hon'ble Court shall see Appear Agreable to Equity and good Conscience To the End therefore that the said Uncatachella Aitty may upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and Things herein before Set forth and alleged as fully truly and Perfectly to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Two Hundred and Fifty three Pagodas Thirty Nine Fanams and Sixty Seven Cash With all such Interest as now is or shall become due thereon also all Cost of this Suit

May it Please this Hon'ble Court to Cause the said Uncatachella Aitty to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatam and its Districts thereof personally to be and Appear before this Hon'ble Court at a certain time and Place to be by this Hon'ble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to Perform and Abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet

Jno Sykes

Solr for the Complt

April 1777

This Bill was Shewn to me this day of

Summons &c issued thereon

Chandle Nat Aitty

Andrew Mysindie

Mayor

To the Hon'ble Mayor &c

To the Hon'ble Mayor

Court of Madraspatam

The Humble Complaining of

the Hon'ble Court Town and Corporation of Madraspatam

Town Husband in his Majesty's Name Sheweth

That Uncatachella Aitty of Madraspatam

Inhabitant Native Merchant Aitty aforesaid

is Indebted to Cornelius Cunyngham Esqr late

Chief of Fort St George Cunyngham Esqr Deceased

Executors for Goods Wares and Merchandizes

Sold and Delivered by the said Cornelius Cunyngham

Esqr Deceased in his Lifetime to the said

Uncatachella Aitty Amounting to the Sum

of Two Hundred and Fifty three Pagodas Thirty Nine

Fanams and Sixty Seven Cash

Which Sum of Two Hundred and Fifty three Pagodas Thirty Nine Fanams and Sixty Seven Cash

Britannia the Relict of Eight Aitty's formerly

Town of the Hundred Men and Inhabitant

Aitty aforesaid Executrix to the Last Will

Copy for Engrossment with Power of Attorney hereto

for the Inspection of this Hon'ble Court and which

Prays may be Received as part of this his Bill of

the Original Document Engrossment and Power of Attorney

in Your Orator Attorney's Custody and Ready to be produced

for the Inspection of this Hon'ble Court if required Your

Further Shewn unto this Hon'ble Court that the said

Uncatachella Aitty having Diverse times of the Absence

and Journey of the said Cornelius Cunyngham Aitty aforesaid

and Transacting the Affair of the said Estate

and by the Custom of the Aitty aforesaid

Uncatachella Aitty's Executrix to the Affair doth

to Pay the Debt due from the said Estate of the said Deceased

Dr. The Estate of the late Mr. Govindah Chetty &c.

1772.				
Sept.	To Cash Paid Mr. Govindah Chetty Account Current Pagoda	47		
	To Ditto Paid Ditto Account Current Ditto	17		
	To Interest on Ditto from 24th Sept. 1772. to 18th March 1777 is 4 Year 5 Months 25 Days @ 9 ℳ Cent. ℘ Annum	66	34	18
26	To Cash Paid Mr. Govindah Chetty Account Current Ditto	7	31	6
	To Interest on Ditto from 26th Sept. 1772 to 18th March 1777 is 4 Y. 5 M. 23 D. @ 9 ℳ Cent. ℘ Annum	1	28	58
	To Cash Paid Mr. Govindah Chetty Account Current Ditto	5	4	
	To Interest on Ditto from 2d Octr. 1772. to 18th March 1777 is 4 Y. 5 M. 22 D. @ 9 ℳ Cent. ℘ Annum	14	1	10
Oct. 2	To Cash Paid Mr. Govindah Chetty Account Current Ditto	42	5	
	To Interest on Ditto from 2d Octr. 1772. to 18th March 1777 is 4 Y. 5 M. 22 D. @ 9 ℳ Cent. ℘ Annum	11	12	5
8	To Cash Paid Mr. Govindah Chetty Account Current Ditto	15	24	6
	To Interest on Ditto from 8th Octr. 1772. to 18th March 1777 is 4 Y. 5 M. 12 D. @ 9 ℳ Cent. ℘ Annum	4	3	7
11	To Cash Paid Mr. Govindah Chetty Account Current Ditto	12	15	4
	To Interest on Ditto from 11th Octr. 1772. to 18th March 1777 is 4 Y. 5 M. 11 D. @ 9 ℳ Cent. ℘ Annum	4	2	3
14	To Cash Paid Mr. Govindah Chetty Account Current Ditto	7	16	6
	To Interest on Ditto from 14th Octr. 1772. to 18th March 1777 is 4 Y. 5 M. 8 D. @ 9 ℳ Cent. ℘ Annum	2	4	6
16	To Cash Paid Mr. Govindah Chetty Account Current Ditto	11	15	6
	To Interest on Ditto from 16th Octr. 1772. to 18th March 1777 is 4 Y. 5 M. 6 D. @ 9 ℳ Cent. ℘ Annum	2	3	3
18	To Cash Paid Mr. Govindah Chetty Account Current Ditto	10	15	6
	To Interest on Ditto from 18th Octr. 1772. to 18th March 1777 is 4 Y. 5 M. 1 D. @ 9 ℳ Cent. ℘ Annum	1	15	5
	Carried Over Pagodas	350		

Cr. Account Current with Godavarthy Verdapiah Chetty &c.

1772.				
Sept. 24	By Cash Received in Wax and Sandal Wood as ℘ Account Particular	47	30	18
	By Interest on Ditto from 24th Sept. 1772. to 18th March 1777 is 4 Year 5 Months 25 D. @ 9 ℳ Cent. ℘ Annum	19	4	— 66 34 18
26	By Cash Received 3 Pieces Moggah Doreas &c. at time	1	10	10
	By Interest on Ditto from 26 Sept. 1772 to 18th March 1777 is 4 Y. 5 M. 23 D. @ 9 ℳ Cent. ℘ Annum	—	18	18 1 28 58
29	By Cash paid by You to Sawmy upon my Draft	10	—	—
	By Interest on Ditto from 29th Sept. 1772. to 18th March 1777 is 4 Y. 5 M. 22 D. @ 9 ℳ Cent. ℘ Annum	4	1	10 14 1 10
Oct. 2	By Cash Paid by you to Ballaboo Army Account	4	—	—
	By Interest on Ditto from 2d Octr. 1772. to 18th March 1777 is 4 Y. 5 M. 12 D. @ 9 ℳ Cent. ℘ Annum	1	21	68 5 21 68
5	By Cash Received 38 Bags of Tamarind	2	3	20
	By Cash Rec.d by You to Annahellum on my Account	36	—	—
	By Cash Received from Coleshitty by Your Order	3	19	60
	By Cash Received from Saly Ongayah by Your Order	10	—	—
	By Cash Received from Chingaraah by Your Order	6	12	7
	By Interest on Ditto from 8th Octr. 1772 to 18th March 1777 is 4 Y. 5 M. 11 D. @ 9 ℳ Cent. ℘ Annum	57	35	7 23 5 12 80 40 19
11	By Cash paid by You on my Account	8	31	40
	By Interest from 11th Octr. 1772 to 18th March 1777 is 4 Y. 5 M. 8 D. @ 9 ℳ Cent. ℘ Annum	3	16	66 12 6 26
14	By Cash Paid by You to Ballahungary by my Order	10	—	—
	By Cash Paid you for Candall Wood	15	14	55 25 14 55
16	By Interest on Ditto from 14th Octr. 1772. to 18th March 1777 is 4 Y. 5 M. 5 D. @ 9 ℳ Cent. ℘ Annum	10	3	64 35 18 29
18	By Cash paid by You for Cooly hire on my Account	10	—	—
	By Interest on Ditto from 18th Octr. 1772. to 18th March 1777 is 4 Y. 5 M. 1 D. @ 9 ℳ Cent. ℘ Annum	3	35	15 13 35 15
	Carried Over Pagodas			230 18 3

(1152)

Dr. The Estate of Coperaiah Sannyasah

1772		Brought over Pag.e		
Octr 21.	To Cash paid for Sundries on Account			
	To Interest on Do. from 21st Octr 1772 to 18th March 1777 is 4 Yrs 4 Mos 28 Ds @ 9 ℔Ct ℔ Annum			
Nov.r 11.	To Cash paid for Do.			
	To Interest on Do. from 11th Novr 1772 to 18th March 1777 is 4 Yrs 4 Mos 7 Ds @ 9 ℔Ct ℔ Annum			
Dec.r 6.	To Cash Do.			
	To Interest on Do. from 6th Decr 1772 to 18th March 1777 is 4 Yrs 3 Mos 13 Ds @ 9 ℔Ct ℔ Annum			
15.	To Cash Do.			
	To Interest on Do. from 15th Decr 1772 to 18th March 1777 is 4 Yrs 3 Mos 3 Ds @ 9 ℔Ct ℔ Annum			
1773 Janry 2.	To Cash Do.			
	To Interest on Do. from 2d Janry 1773 to 18th March 1777 is 4 Yrs 2 Mos 16 Ds @ 9 ℔Ct ℔ Annum			
26.	To Cash Do.			
	To Interest on Do. from 26th January 1773 to 18th March 1777 is 4 Yrs 1 Mo 23 Ds @ 9 ℔Ct ℔ Annum			
Feby 10.	To Cash Do.			
	To Interest on Do. from 10th Feby 1773 to 18th March 1777 is 4 Yrs 1 Mo 8 Ds @ 9 ℔Ct ℔ Annum			
	Carried Over Pag.e			

(1153)

(1154)

Account Current With Godavarthy Verdapah Chitty ... Cr.

	Brought Over Pag.e			230. 8. 3.
Octr 21.	By Cash Paid by You to Sawmy by my Order	8. — —		
	By Interest on Do. from 21st Octr 1772 to 18th March 1777 is 4 Yrs 4 Mos 28 Ds @ 9 ℔Ct ℔ Annum	3. 6. 20.	11. 6. 20.	
Nov.r 2.	By Cash paid by You to Codore Ristnamah on my Account	1. 7. 10.		
	By Interest on Do. from 2d Novr 1772 to 18th March 1777 is 4 Yrs 4 Mos 20 Ds @ 9 ℔Ct ℔ Annum	— 15. 53.	1. 23. 43.	
6.	By Cash Received 2 Bags of Iron and 1 Bag of ... as per Acct Particulars	11. 21. — —		
	By Interest on Do. from 6th Novr 1772 to 18th March 1777 is 4 Yrs 4 Mos 13 Ds @ 9 ℔Ct ℔ Annum	4. 18. 62.	15. 39. 65.	
16.	By Cash Received from You upon your bond of this Date	100. — —		
	By Interest on Do. from 16th Novr 1772 to 18th March 1777 is 4 Yrs 4 Mos 3 Ds @ 9 ℔Ct ℔ Annum	3. 2. 56.	13. 2. 26.	
Decr 5.	By Cash paid Cooley hire as my Order	5. — —		
	By Interest on Do. from 5th Decr 1772 to 18th March 1777 is 4 Yrs 3 Mos 13 Ds @ 9 ℔Ct ℔ Annum	1. 34. 42.	6. 34. 42.	
16.	By Cash Received by You for Pathavanee on my Acct	7. — —		
	By Interest on Do. from 16th Decr 1772 to 18th March 1777 is 4 Yrs 3 Mos 3 Ds @ 9 ℔Ct ℔ Annum	2. 24. 42.	9. 24. 42.	
29.	By Cash Received from Anantomly Chitty upon his Bill of Exchange	50. — —		
	By Interest on Do. from 29th Decr 1772 to 18th March 1777 is 4 Yrs 2 Mos 20 Ds @ 9 ℔Ct ℔ Annum	19. — 28.	69. — 28.	
1773 Janry 2.	By Cash Paid by Your Cooley hire by my Order	9. 10. 10. —		
	By Interest on Do. from 2d Janry 1773 to 18th March 1777 is 4 Yrs 2 Mos 16 Ds @ 9 ℔Ct ℔ Annum	3. 1. 16.	21. 3. 59.	
14.	By Cash Received from Condapah Sentby the Deceased	25. — —		
	By Interest on Do. from 14th January 1773 to the 18th March 1777 is 4 Yrs 2 Mos 4 Ds @ 9 ℔Ct ℔ Annum	9. 14. 37.	34. 14. 37.	
26.	By Cash Paid by you for Cooley hire on my Acct	— 31. —		
	By Interest on Do. from 26th January 1773 to 18th March 1777 is 4 Yrs 1 Mo 22 Ds @ 9 ℔Ct ℔ Annum	— 6. 56.	— 2. 56.	
	Carried Over Pag.e			531. 9. 51.

(1452)

Dr. The Estate of Coopanah Narrayanah Chetty and Account Current with Sedawarthy Verdapah Chetty ... Cr.

To Brought Over Page 252			538 95½
To Cash Paid Shalliengapa money Account	75		
To Cash Paid to my Son Vencatachellam for Muslin money Account	43		
	118		
To Interest on 42 from 1st January 1774 to the 18th March 1777 is 3 yrs 2 mo 12 d @ 9 ⅌ Cent ⅌ Annum	42.30		160 30
To Cash Received from Coove Kistnamah by Jour	238		
To Interest on Do from 1st January 1774 to the 18th March 1777 is 3 yrs 2 mo 18 d @ 9 ⅌ Cent ⅌ Annum	35.52		3,34 52
To Cash Received in Lieu of Nagapah Boodlie	2		
To Interest on Do from 12th March 1774 to the 12th March 1777 is 3 yrs 2 mo 25 d @ 9 ⅌ Cent ⅌ Annum	20.42		2,20 42
			698 ½ 64
			253 ½ 67
By Balance due			
Pagodas			952 ½ 51

Pagodas 952 ½ 51

Pont Le Cloze
Lt. Col. Fitz
Chief Engineer

to the same and give sufficient Release and Discharge therefore and one or More Attorney or Attorneys under him to Substitute and what sooner the said Sirlome Johnson or his certain Attorney or Attorneys unto him shall Lawfully doin the said Premises he the said Godwarthy Pudgeah Chitty doth hereby allow and Assume and the said Godwarthy Pudgeah Chitty doth Covenant and Agree with the said Sirlome Johnson that he the said Godwarthy Pudgeah Chitty shall and Will Receive the said Money due or to become due on the said Account Current or any part thereof neither shall or will Release or Discharge Sirlome or any part thereof but will own and allow all Lawfull Proceedings for the recovery thereof by the said Sirlome Johnson during the said Godwarthy Pudgeah Chitty harmless and Indemnified from any Cost that may happen to him thereby IN WITNESS whereof the said Godwarthy Pudgeah Chitty hath hereunto set his Hand and Seal in the Year aforesaid this Eighth Day of March in the Year of Our Lord One Thousand Seven Hundred and Seventy seven

Signed Sealed and Delivered
in the Presence of
Edward Cooper
Junr

Godwarthy Pudgeah Chitty (L.S.)

Know all People to whom these Presents shall come
Whereas Godwarthy Pudgeah Chitty of Calcutta in the
East Indies a Captain in the Service of the United
Company of Merchants of England trading to the
East Indies and Commander of the Ship or Vessel
called the Britannia now lying at Anchor in the
River Hoogly and bound from thence to London
by the Way of the Cape of Good Hope and
Sirlome Johnson of the same Place Merchant
are held and firmly bound unto the said United
Company in the Sum of Two Thousand Pounds
of lawful Money of Great Britain to be paid to
the said United Company their Successors or
Assigns for which Payment well and truly to be
made the said Godwarthy Pudgeah Chitty doth
hereby bind himself his Heirs Executors and
Administrators and also the Goods Chattels and
Effects of him the said Godwarthy Pudgeah Chitty
whatsoever and wheresoever and also the Ship or
Vessel called the Britannia and her Tackle Apparel
and Furniture as well as for the Body of the said
Ship or Vessel as for the Owners Part thereof
now lying at Anchor in the River Hoogly aforesaid
and bound from thence to London by the Way of
the Cape of Good Hope whereof is Master the said
Godwarthy Pudgeah Chitty or whosoever else shall
be Master thereof for the Time being and all the
Freight Profits Benefits and Advantages of the
said Ship or Vessel for the Voyage aforesaid
Provided always and the Condition of this
present Obligation is such that if the said
Godwarthy Pudgeah Chitty his Heirs Executors
and Administrators or any of them do and shall
well and truly pay or cause to be paid unto the
said United Company their Successors or Assigns
or to their Certain Attorney or Attorneys
Factor or Factors in the East Indies for the
Time being the full Sum of Two Thousand
Pounds of lawful Money of Great Britain
within Twelve Months after the Arrival of the
said Ship or Vessel called the Britannia in the
River Thames or within Twelve Months after
the Ship or Vessel shall be paid off and
discharged in the said River Thames which
shall first happen without Fraud Covin or
Delay Then this Obligation to be void and of
none Effect or else to remain in full Force
and Virtue

(1165)

Mayors Court at
Madraspatnam

Anno Domini

Present

The Honble George Lewis Barwell Alderman
John Lindsay Esqr George Proctor
Aldermen

Between Edward Hay
Attorney for Rodger Rumbold
Clerge Forbes Shroom of
Jehan Inhabitant Complainant
Cumlakella Chitty Pheandy
Maria Hyde Executrix & Executor
Kadal Sangamal Chitty deceased
Defendants

It Appearing by the Records of this Court
the Writ of Attachment Issued by his Majesty's Mayor
is Dated since the Return of the Summons against
the Defendant Hyde and that the Defendant hath
made any Appearance in Court to Answer the Complainants
Bill This Court doth therefore think fit to Award One
and doth Accordingly Award and Decree that the Defendant
shall pay unto the Complainant the Sum of
Two Hundred and fifty Star Pagodas Principal Money Lent
and Lay Loan Aforesaid Together with Interest
Pagodas 250 3 p. Cent p Annum

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to shall such Interest as now is or shall hereafter become
Due thereon until full Payment is made also all Costs of
this Suit

Hyde

Dated the 20th Oct 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Ratnachelly Vengiedoss by
his Attorney Anthony de Rozario of Madras Inhabitant that
Vencanjee Soretada of Tinnavelly late of Poligat of Madras
Inhabitant Stands Indebted unto Your Orator in the Sum
Just Sum of One Hundred and Twelve Pagodas and Thirty Fanams
Current Money of Madras Making in Sterling Money of
Great Britain at the Rate of Eight Shillings for Every
Pagoda or Thereabouts as will more fully and at large appear by
an Account Current and also by Copy of the Translation of a
Bond or Obligation given and Granted unto Your Orator by the
said Vencanjee Soretada Bearing date the first day of March
which were in the Year of Our Lord One Thousand Seven hun-
dred and Seventy five Hereunto annexed for the Inspection of
this Honble Court to which Your Orator prays may be
Admitted as part of this his Bill of Complaint And Whereas
Your Orator hath frequently and in an Amicable Manner Reques-
ted payment of the said Sum of One hundred and Twelve
Pagodas

Dr Venkaje Seretada in Act. Curt with Kistnah dos Vengadoss &c.

1775 March	To the Amount Principal of your Bond or Obligation bearing this date Rupees 8530 — which at the Exchange of 350 Rupees for 100 Pagodas is Pagodas	8530 —	By Balance due	112.30 —
	To Interest on the same from this 17th March 1775 to the 16th Instant being 2 Years 6 Months	2 — —		
		Pagodas 112.30 —		Pagodas 112.30 —

Fort Saint George
18th October 1775
Errors Excepted
Ed. Saunders Mayor

T. March 1775.

I Venkaje Seretada of Tennavaly Cuntry do give this Obligation to Kistnah dos Vengadoss for money Urgent Occasion I have Borrowed & Received of You the sum of Three Hundred Arcot Rupees which Sum I promise to pay in a Month with Interest at the Rate of 12 per Centum per Annum & Pledge my Covenanted Security for the same Dated Fort Saint George this 16th day of March 1775

Venkaje

Fine Translation as Near as Can be from the Original Gentoo Language by Soobroyloo Sworn Interpreter

Ed. Saunders
Mayor

Know all Men by these Presents that I Venkaje Seretada of Tennavaly Cuntry am justly Indebted unto the Honble United Company of Merchants of England trading to the East Indies in the Sum of Six Hundred Arcot Rupees for Money Borrowed of Kistnah dos Vengadoss which I promise to pay unto the said Kistnah dos Vengadoss or his Order with Interest at the Rate of 12 per Centum per Annum in a Month from the Date hereof and do hereby Pledge my Covenanted Security for the same and do hereby Bind myself my Heirs Executors and Administrators to pay the same accordingly as Witness my Hand and Seal this 16th day of March 1775

Venkaje

Witness present
Ed. Saunders
Mayor

The Bill mentioned in the Annexed Petition of Venkaje having been read to him in the Presence of the Interpreter and he asked if he had any thing to say why Judgment should not be given against him for the Sum therein demanded he Answered that he had nothing to say and Judgment was accordingly given against him for the Amount of the Bill with Interest and Costs of Suit

Ed. Saunders
Mayor

24th October 1775

and Attornies Irrevocable for him and in his name and in his name and names of his Executors and Administrators but for his Sole and Proper Use and benefit of the said Anthony de Rogerio his Executors Administrators and Assigns to ask Require Demand and Receive of the said Emanuele Verastadahis heirs Executors and Administrators the Money Due and to become Due on the said Bond and on Non Payment thereof the said Anthony de Rogerio his heirs Executors and Administrators to sue for and Recover the same and on Payment thereof to deliver up the said Bond and give sufficient Releases and Discharges therefore and one or more Attorney or Attornies under him to substitute and what soever the said Anthony de Rogerio by his Attorney or Attornies under him shall Lawfully do in the Premises the said Mathiah Hoff Verjee Hoff doth hereby allow and ratify and the said Mathiah Hoff Verjee Hoff doth Covenant with the said Anthony de Rogerio that he the said Mathiah Hoff Verjee Hoff hath not Received nor will receive the said Money due or to become Due on the said Bond or any part thereof but will use and allow fair and Lawfull Proceedings for Recovery thereof the said Anthony de Rogerio Saving the said Mathiah Hoff Verjee Hoff harmless and from any Acts that may happen to him by the Meanes whereof he the said Mathiah Hoff Verjee Hoff hath hereunto set his hand and Seal in Madras the Eighteenth day of October in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven

Signed Sealed and Delivered
in the presence of
Peter Preston
Edward Gibbon

Mathiah Hoff Verjee L.S.

On the 19th October 1777 Mathiah Hoff Verjee came before me and acknowledged the above Instrument to be his Act and Deed

Thos Hodges

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Mayors Court at
Madraspatnam

Friday the 9th Sept. 1774

Present

The Worp. Smith Senior Alderman
John Lindsay Colonel Call

Alderman

Between Mudrick Sahiba
Agt. Gee. Mungo Authony
Rozario of Madras Inhabt.
Complainant and Himself
Same Defendant Inhabt.
of Same Place

It appearing by the Affidavit of the Complainant that the Defendant being duly served with the Summons issued in this Cause to appear this day to answer the Complaint of the said Mudrick Sahiba and Jindu Pagodas and thirty Fanams Current Money of Madras with Costs of Suit

Ordered

(167)

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Filed the 8th Sept. 1774

To the Honble the Mayors
Court at Madraspatnam

Humble Complaining Sheweth unto this Honble Court Your Orator Swaminadah Pandich by his Attorney Anthony de Rozario of Madras Inhabitant that Lawmy Ammal Heir to Manachiah Deceased, Timmiah Venkiah Mangapatty Gunnavaram Mungapatty and Gondegy Sagg. of Madras at present of Madras Inhabitants Stand Indebted unto Your Orator in the full and just Sum of six Hundred and Seventy 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 Two Hundred and Sixty Eight Pounds and Six Shillings or thereabouts as will More fully and at Large Appear by an Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Allowed as part of this his Bill of Complaint and Whereas Your Orator hath frequently and in an Amicable Manner Required payment from the said Lawmy Timmiah Venkiah Mangapatty Gunnavaram Mungapatty and Gondegy Sagg. of the said Sum of Six Hundred and Seventy Pagodas and thirty Fanams but they Refuse to pay the same or give Your Orator any Manner Satisfaction touching the premises Your Orator therefore prays a Gmeral Relief such as to this Honble Court

Court shall appear Answer to Complaint and proceed to Judgment and Execution as the Court shall see Cause for that the said Saumy Timmiah Venkiah Mangapatty Gunnavaram Mungapatty and Gondegy Saggy have Judgment upon their Original Suit for the Principal Debt Interest and Costs of Suit in the Premises mentioned and Singular the Matters and things therein set forth and Pleaded as fully to all Intents and Purposes as if the same were here again set forth and Pleaded and Answered and Replied and Rejoined and Surrejoined and Rebutted and Surrebutted and Issue joined and Verdict found thereupon and Judgment thereon entered up and Execution thereof sued out and executed and the Money levied thereon and Costs taxed and Allowed and Paid and Satisfied and Discharged and all other Proceedings had and done in the Premises and Whereas the said Saumy Timmiah Venkiah Mangapatty Gunnavaram Mungapatty and Gondegy Saggy have duly prosecuted their Appeal from the Decree or Judgment of the Court of Mayor and Court of Requests for the Settlement of Inheritances and Disputes between Natives of the Black Town of Madrass and the District thereof bearing Date the Twenty Eighth day of August 1772 to the Honble Court of Chancery in England and the Honble Court have Confirmed and Affirmed the said Decree or Judgment with Costs of Suit as by the Record and Proceedings thereof now remaining in the Court of Chancery aforesaid more at large appears

Now Know Ye that We the Said Chancellor and Court of Chancery aforesaid in Consideration of the Premises and for the Speedy Execution of Justice in this Behalf have Ordered Adjudged and Decreed and by these Presents do Order Adjudge and Decree that the said Saumy Timmiah Venkiah Mangapatty Gunnavaram Mungapatty and Gondegy Saggy do have Execution against the said Ananighedala Paupiah for the Principal Debt Interest and Costs of Suit in the Premises mentioned and Singular the Matters and things therein set forth and Pleaded as fully to all Intents and Purposes as if the same were here again set forth and Pleaded and Answered and Replied and Rejoined and Surrejoined and Rebutted and Surrebutted and Issue joined and Verdict found thereupon and Judgment thereon entered up and Execution thereof sued out and executed and the Money levied thereon and Costs taxed and Allowed and Paid and Satisfied and Discharged and all other Proceedings had and done in the Premises and Whereas the said Court have Ordered Adjudged and Decreed that the said Ananighedala Paupiah do pay unto the said Saumy Timmiah Venkiah Mangapatty Gunnavaram Mungapatty and Gondegy Saggy the Sum of Pagodas Seven Thousand Seven Hundred and Seventy Eight and Fanams Twenty Eight Current Money of Madras Now Know Ye that We the said Chancellor and Court of Chancery aforesaid in Consideration of the Premises and for the Speedy Execution of Justice in this Behalf have Ordered Adjudged and Decreed and by these Presents do Order Adjudge and Decree that the said Ananighedala Paupiah do pay unto the said Saumy Timmiah Venkiah Mangapatty Gunnavaram Mungapatty and Gondegy Saggy the Sum of Pagodas Seven Thousand Seven Hundred and Seventy Eight and Fanams Twenty Eight Current Money of Madras aforesaid with all such Interest thereon as the said Court shall see Cause for that the said Saumy Timmiah Venkiah Mangapatty Gunnavaram Mungapatty and Gondegy Saggy have duly prosecuted their Appeal from the Decree or Judgment of the Court of Mayor and Court of Requests for the Settlement of Inheritances and Disputes between Natives of the Black Town of Madrass and the District thereof bearing Date the Twenty Eighth day of August 1772 to the Honble Court of Chancery in England and the Honble Court have Confirmed and Affirmed the said Decree or Judgment with Costs of Suit as by the Record and Proceedings thereof now remaining in the Court of Chancery aforesaid more at large appears

Now Know Ye that We the said Chancellor and Court of Chancery aforesaid in Consideration of the Premises and for the Speedy Execution of Justice in this Behalf have Ordered Adjudged and Decreed and by these Presents do Order Adjudge and Decree that the said Saumy Timmiah Venkiah Mangapatty Gunnavaram Mungapatty and Gondegy Saggy do have Execution against the said Ananighedala Paupiah for the Principal Debt Interest and Costs of Suit in the Premises mentioned and Singular the Matters and things therein set forth and Pleaded as fully to all Intents and Purposes as if the same were here again set forth and Pleaded and Answered and Replied and Rejoined and Surrejoined and Rebutted and Surrebutted and Issue joined and Verdict found thereupon and Judgment thereon entered up and Execution thereof sued out and executed and the Money levied thereon and Costs taxed and Allowed and Paid and Satisfied and Discharged and all other Proceedings had and done in the Premises and Whereas the said Court have Ordered Adjudged and Decreed

De Rozario that he the said Arangheddala Pauliah has not Received nor will Receive the said Money Due or to become Due on the said Ballance of the said Account Current or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own aid allow of all Lawfull Proceedings for Recovery thereof he the said Anthony De Rozario saving the said Arangheddala Pauliah harmless & and from any Lots that may happen by reason thereof

In Witness whereof he the said Arangheddala Pauliah have here unto Set his hand and Seal in Madrass this second day of September in the Year of our Lord One Thousand Seven Hundred and Seven

Signed Sealed and Delivered
where no Stampt Paper is to be
had in the Presence of

Mayors Court at
Madraspatnam

Tuesday the 4th day of December
Anno Domini 1711

Present

Mr. George Smith Senior Alderman
John Turing
and James Call
Aldermen

Between Arangheddala
Pauliah by his attorney Anthony De

(1179)

To Hyzane of Madras Inhabitant
Complainant and Lazory Bruno
Hire de Ramachink Denassa
mical Cordick Mongesatty Go
mical Cordick Mongesatty and Go
Sagg Sagg & Radoo Ahmud
Sagg Sagg & Shahabuddy Defts

Appearing & Records of this Court
that the Mesne Writs have issued & Defendants Shaik
Cordick Mongesatty Gungaram Mongesatty and Go
Sagg Sagg & Radoo Ahmud Complainants Bill duly
filed Exhibited being this Court doth therefore Order
& Decree and the said Proceedings Ordered
Decree that the Defendants shall pay unto the Complainant
the full and Just Sum of Three Hundred and Fifty Eight
Pagodas Thirty six Fanams and Sixty four Cash Star Pagodas
558. 36. 64/ together with all such Interest accrued
or shall hereafter become Due thereon until full Payment
and Satisfaction be made also all Costs of this Suit

Etc

Dated the 6th June 1777

To the Honble the Mayors
Court at Madras Sitting
Humbly Complaining Sheweth to

Humble Cost Your Oratrix Lucresia Rozett of Madras Inha
bitant Administratrix of the Estate and Effects of Standing
Green late late of the same place Deceased that Daniel Shaw and
Anthony Frederick Frank Executors named in the last Will and
Testament of Moses Guest late of the aforementioned place De
ceased Stand indebted as Executors aforenamed unto Your Oratrix
in the full and just Sum of One Hundred and Eight Star Pags
Current Money of Madras making in Sterling Money of Great
Britain after the Rate of Eight Shillings for every Pagoda the Sum
of Forty three Pounds and four Shillings as will more fully and
at large appear by an Account hereunto annexed for the inspection
of this Honble Court and which Your Oratrix prays may be ad
mitted as part of this Your Oratrixes Bill of Complaint AND
Whereas Your Oratrix as Administratrix aforenamed hath
frequently and in an Amicable Manner requested Payment
from the said Daniel Shaw and Anthony Frederick Frank
for the said Sum of One Hundred and Eight Star Pagodas

But now so it is and May it please this
Honble Court the said Daniel Shaw and Anthony Frederick Frank
Obstinately and wilfully refuse to pay the same or to give Your
Oratrix any Manner of Satisfaction touching the Premise Your
Oratrix therefore prays a General Relief, such as to this Honble Court
shall appear Agreeable to Equity and good Conscience AND
Therefore that the said Daniel Shaw and Anthony Frederick Frank
may upon their Corporal Oaths full true Direct and perfect
answer make to all and singular the Matters and things herein
before Charged and Alledged as fully truely and Effectually to all
Intents and purposes as if the same were herein again Repeated and
particularly Interrogated and that they may be Decreed to
pay

(1134)

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Mayors Courtat
Madraspatnam

Tuesday the 16th day of December
Anno Domini 1777.

Present
Mr. George Smith Senior Alderman
George Proctor and George Taswell
Aldermen

Between Lucresia Rozett
of Madras Inhabitant Administratrix
to the Estate and Effects
of Blandina Grenslate late of
the same place Deceased Com-
plainant and Daniel Shaw
and Anthony Frederick Frank
Executors named in the last Will
and Testament of Moses Guest
late of the aforementioned place
Deceased Defendant

It Appearing by the Records of this
Court that the usual Rules have issued to the Defendants
to Answer the Complainants Bill which they have Neglec
ted doing This Court doth therefore think fitt to Order
and Decree and doth Accordingly Order and Decree that
the Defendants shall pay unto the Complainant out of the
Estate

Mayors Court at
Madraspatnam

Tuesday the 6th day of June
Anno Domini 1777.

Present
Mr. George Smith Senior Alderman
George Proctor and George Taswell
Aldermen

Between Lucresia Rozett
of Madras Inhabitant Administra-
trix to the Estate and Effects
of Blandina Grenslate late of
the same place Deceased Com-
plainant and Daniel Shaw
and Anthony Frederick Frank
Executors named in the last Will
and Testament of Moses Guest
late of the aforementioned place
Deceased Defendant

Upon reading the Complainants Bill and Affidavit
thereto annexed and upon hearing Mr. Thomas Bentley
Attorney for the Complainant and Mr. Thomas Guest
Attorney for the Defendant and Counsel learned in the
Law on both sides It is Ordered that the Defendant
do Answer the Complainants Bill on or before the
first day of the next Mayors Court and in default
thereof that the Complainant be at Liberty to take
such Order therein as to this Court shall seem meet.

Chr. Brooke
Atty for Complainant

Andrew Blagrove
Sworn

Daniel Shaw and Anthony Frederick Frank Executors
named in the Last Will and Testament of Mr. Moses Guest
Deceased

To Thomas Bentley Esqr Attorney at Law

30th August 1776 Take Notice that the
Month's Imprisonment by Mandamus for
Rs. 31. 2. 8 Pagodas
Rupees 108 3 2

Errors Excepted
Lucresia Rozett
Administratrix to the Estate and
Effects of Blandina Grenslate Deceased

Madras
7th May 1777.

Clerk the Effects of the Above Court Pound the Full and Just
Sum of One Hundred and Eight Star Pagodas Star Pagodas
together with the Costs of Suit as now is or shall be Taxed Costs
Due thereon until the Full Payment is made also all Costs of
Suit &c.

Filed the 25th February 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court your Orator Hill Reid of Madras Merchant
That your Orator did on or about the twelfth day of August in the
year of Our Lord one thousand seven hundred and seventy
eight agree and bargain with Ringanah for the purchase of the
said Ringanah's Certain piece of Ground situated in the Town
of Aroolen in Madras aforesaid and to the Northward of Your Ora-
tors House also situated in the said Street at the Sum of Three
Hundred Pagodas Current Money of Madras and Your Orator
further shews that in Confirmation of the said bargain and
sale agreed for by Your Orator with the said Ringanah for the
said piece of Ground Your Orator did on the aforesaid twelfth day
of August give and pay unto the said Ringanah by way of
earnest and in part of Payment of the aforesaid Sum of Three Hun-
dred Pagodas agreed for by Your Orator to be given and paid unto
the said Ringanah for the said piece of Ground the Sum of

One

One Pagoda Current Money which she the said Ringanah
did freely and Voluntarily receive and upon which Condition
and Considerations the said Ringanah did at the same time
promise and undertake to put Your Orator in Possession of the
said Ground and deliver unto Your Orator the Bill of Sale or Title
Deed thereof when Your Orator sheweth it was agreed by and
between Your Orator and the said Ringanah that the remaining
purchase Money of the said Ground was to be paid.

And your Orator sheweth that he hath frequently
and amicable Requested of the said Ringanah to put him Your
Orator in Possession of the said piece of Ground and to deliver
Your Orator according to agreement the Bill of Sale or Title
Deed thereof.

But now so it is the said Ringanah (Contra
ry and deceitfully Refuses to do the same or to give Your Orator
any Manner of Satisfaction Touching the Premises or any Part
thereof under Colour of divers frivolous and evasive pretences
Notwithstanding Your Orator was always ready and is now
ready to perform his part of the said Bargain by paying unto
the said Ringanah the Sum of Two Hundred and Ninety Nine
Pagodas being the remaining Sum due on the Purchase
Money for the said piece of Ground.

Your Orator therefore prays Generel Relief that as to
this Honble Court shall appear agreable to Equity and Good Con-
science & the End therefore that the said Ringanah may upon
her Corporal Oath full true direct and perfect Answer Make to
all such Matters and things as are herein before Related and
Set forth as fully timely and Effectually to all Intents and
Purposes

Mayors Court
Madraspatnam

Tuesday the 16th day December
Anno Domini 1777

Present

Mr Georgesmith Senior Alderman
George Proctor and George Taswell
Aldermen

Between Sebastian of Madras Merchant Complainant and Rangamah of the same place Inhabitant Defendt

If

May it Please this Honble Court to Cause the Said Ranganah 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 and abide by such Order and Decree therein as to this Honble Court Shall Seem Meet

Sebastian
Complainant

Whereas the Complainant Sebastian hath Exhibited his Bill of Complaint in this Honble Court against the Defendant Rangamah Setting forth that the Complainant on the 16th day of December 1776 Purchased of the Defendant a Piece of Ground Situate in Madraspatnam aforesaid Containing in Length from East to West Two Hundred Pagodas and in Breadth from North to South One Hundred Pagodas and Bounded on the East by the Ground belonging to the Heirs of Mr Thomas Hastings deceased on the West by the Ground belonging to the Heirs of Mr Thomas Hastings deceased on the North by the Ground belonging to the Heirs of Mr Thomas Hastings deceased and on the South by the Ground belonging to the Heirs of Mr Thomas Hastings deceased for the Consideration of Three Hundred Pagodas and that the Defendant Rangamah did Execute a Conveyance of the said Piece of Ground to the Complainant and Delivered Possession thereof to the Complainant and that the Complainant hath Erected a Godown upon the said Piece of Ground and Stored the same with Goods and Merchandizes and that the Complainant hath Paid to the Defendant Rangamah the Sum of Three Pagodas on Account of the said Three Hundred Pagodas and that the said Rangamah hath not Performed and Complied with his Agreement to Convey to the Complainant the Residue of the said Piece of Ground and to Deliver up the Deeds relating thereto and that the Complainant hath Applied to the Defendant Rangamah for the Same but he Refuses to Comply therewith and Pretends that the Complainant hath not Paid the Ballance of the said Purchase Money and Praying that the Defendant Rangamah may be Decreed to Perform his Agreement and to Convey to the Complainant the Residue of the said Piece of Ground and to Deliver up the Deeds relating thereto and that the Complainant may be Decreed to Pay the Ballance of the said Purchase Money on Receiving a Conveyance of the said Piece of Ground and to Deliver up the Deeds relating thereto and that the Defendant Rangamah may be Decreed to Pay the Complainant his Costs of Suit and for Relief as the Nature of the Case may require as by the Said Bill Reference being thereunto had may more fully and at large appear

And it appearing to this Court that the Defendant Rangamah is not an Inhabitant of this Place but that he Resides at Pondicherry

It is Ordered that the Said Rangamah be Summoned to Appear before this Court on Tuesday the 6th day of January next Ensuing to Answer the Premises and that in the Mean time the Complainant Sebastian do Cause a Copy of the Bill of Complaint and of this Order to be Affixed to the Door of the Said Rangamahs Dwelling House at Pondicherry

Mayors Court
Madraspatnam

Tuesday the 16th day December
Anno Domini 1777

Present

Mr Georgesmith Senior Alderman
George Proctor and George Taswell
Aldermen

Between Sebastian of Madras Merchant Complainant and Rangamah of the same place Inhabitant Defendt

It

1180

To the Honble the Mayor's Court
at Madrasspatnam

The Humble Petition of Edward Harry
Portuguese Interpreter

Sheweth

That Whereas your Petitioner at
Strong Intercession and Sollicitation made bogue Kistnah
came to his Office of Interpreter to this Honble Court requiring that
Petitioner therefore humbly prays Leave to resign the same and
humbly begs permission to recommend William Lisander
Esqr

Dated the 11th July 1777

In the Mayor's Court
at Madrasspatnam

The Humble Petition of Edward Harry
Portuguese Interpreter

Sheweth

That Whereas your Petitioner at
Strong Intercession and Sollicitation made bogue Kistnah
came to his Office of Interpreter to this Honble Court requiring that
Petitioner therefore humbly prays Leave to resign the same and
humbly begs permission to recommend William Lisander
Esqr

In Hearing of the Records of this Court
that the Usual Rules be dispensed for the Defendant to have
the Confirmation of Will which she has Legated during the
Court doth Hereby Order that the Defendant do
According to Law and that the Defendant do pay
the Costs of Suit and Obedience thereto and
in the Interim that the Defendant do further Proceed
pay all Costs of this Suit

Dated the 11th July 1777

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his Head — And your Petitioner further prays Leave to Return
to the Honble Court his most Grateful Thanks for the
many Indulgencies Shewn him, during the time of his said In-
terpretership —

And your Petitioner as in Duty Bound
shall ever Pray &c.

Francis Haney

Know all Men by these presents That Joseph
Smith Brigadier General in the Service of the Honble the
United Company of Merchants of England trading to the
East Indies, am held and firmly bound unto Timothy
Mackarell Esqr a Captain of Infantry in the Service of
the said United Company on the Coast of Coromandel and
Jane his Wife in the penal Sum of five Thousand two Hun
Pond Pounds of lawfull Money of Great Britain for
the payment whereof well and truely to be made to the said
Timothy Mackarell and Jane his Wife or either of them
Executors Administrators and Assigns jointly severally
and firmly by these presents. In Witness whereof I have
hereunto set my Hand and Seal this twentieth Day of May
in the Year of our Lord One Thousand seven Hundred and
seventy five —

Whereas the above bound Brigadier General Joseph Smith hath for
and in Consideration of the Sum of One Thousand one Hundred
Pounds paid to him in Hand by the above said Timothy
Mackarell the Receipt whereof he the said Brigadier
General Joseph Smith does hereby acknowledge and
Promised

(1182)

Examined and Carefully Compared with the Original Bond
delivered in to the Hon'ble the Mayor's Court in order to be Registered,
the Original Bond deliver'd by order of Court, and attested
to be a true Copy this 31st day of Jany 1777

James Taylor
Regr

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Know all Men by these Presents that We Samuel
Charters and Aloud Alexander both of Calcutta at Fort William
in Bengall Merchants are held and firmly Bound unto
George Mowbray of Fort Saint George on the Coast of Comandel
Merchant in the Penal Sum of Current Rupees Twenty Thousand
of Lawful Money of Bengall, to the Payment whereof well &
and truly to be made to the said George Mowbray his Certain
Attorney Executors Administrators or Assigns, We do hereby bind
Ourselves and each of us Jointly and Severally Our and each and
every of Our joint and Several Heirs Executors and Adminis-
trators Jointly by these Presents Sealed with Our Seals &
Dated at Fort William aforesaid this Tenth Day of Febru
ary One thousand Seven hundred and Seventy Seven

Now the Condition of this Obligation is such that if the
above Bounden Samuel Charters and Aloud Alexander their and
each and every of their Heirs Executors and Administrators for his and
their Parts and behalf shall and do in and by all things well and Truer
ly Stand to Obey abide observe Perform fulfill and keep the award
Order Arbitrament final End and Determination of George Baker,
Andrew

Provided and Upon Condition nevertheless that if the said Timothy Mackarell
and Samuel Charters or Survivor of them their or either of their Heirs Executors
or Administrators or any of them shall and do from time to time and at all times
hereafter Save Defend Keep Harmless and Indemnified the said Brigadier General
Joseph Smith his Executors and Administrators and Estate and Effects and every
Person & Persons whatsoever who shall or may at any time or times hereafter
which said Timothy Mackarell and Samuel Charters or either of them their or either
the said Brigadier General Joseph Smith his Executors or Administrators
and shall and will from time to time and at all times hereafter well and truly
before Promises and Agreements to and with the said Timothy Mackarell
Mackarell and Samuel Charters or either of them their or either Order in the
by Half Yearly Payments the first Payment to Commence & be
on the Twenty Fourth Day of January in the year of Our Lord one Thou
said three hundred and Seventy seven Without any Deduction
Abatement or any Pretence whatsoever

And Therefore the Condition of this Obligation is such
That in Case the said Brigadier General Joseph Smith
his Executors and Administrators do well and truly pay and
to be paid unto the said Timothy Mackarell and Samuel Charters
and the Survivor of them or his Heirs Executors Order or Assigns the
said Sum of One Hundred Pounds Yearly in the following manner
That is to say Fifty Pounds on the Twenty Fourth Day
June which will be in the Year of Our Lord One thousand seven
Hundred and Seventy eight and a further Sum of Fifty Pounds on
the Twenty Fourth Day of December in the same Year of our Lord
and so Forever Every half Year during the Life of the said Timothy
Mackarell and Samuel Charters and the Life of the Survivor of them
Then this Obligation to be Void or Else to Remain in full Force & Effect

Signed Sealed and Delivered in the Presence of
Hy. H. M. Cosby
John Macpherson
Thomas [illegible]

Jos. Fletcher Brettle

Know all Men by these Presents that I John Swaine Mariner
for and in Consideration of the Sum of One Thousand Star Pagodas Law
full money of India to me received from Barnet Bergen Mariner of
Calcutta the Receipt whereof I do hereby Acknowledge have bargained
Sold and Delivered, and by these presents do bargain sell and Deliver
the above named Ship called the St John with all her Masts Stores Anchors
Cables and Tackling to have and to hold the said bargained premises
unto the said Barnet Bergen his Executors or Assigns forever and
I the said John Swaine for my self my Executors and Administrators
and Assigns, shall and will Warrant and forever defend against
all persons by these presents the said bargained premises Unto the
said Barnet Bergen his Executors Administrators and Assigns
Provided nevertheless, that if I the said John Swaine my Executors
Administrators or Assigns do and shall well and truly pay or cause
to be paid unto the said Barnet Bergen his Executors Administrators
or Assigns the Sum of One Thousand Star Pagodas Principal with such
Interest as shall become due at the Rate of Ten pr Cent pr Annum
payable on the twenty first day of January next ensuing the date hereof for
Redemption of the said Bargained premises, then this present
Bill of Sale to be Void. Else to Remain in full force in whitness
whereof I have hereunto set my hand and seal at Negori the twenty
first day of April in the Year of our Lord One Thousand Seven hun
and Twenty Seven

J Swaine Ld

Signed Sealed and
Delivered in presence of
William Gibelling
James Hedley

Examined

(1734)

Know all Men by these Presents that I the Above named John Swaine
Mariner for and in Consideration of the Sum of One Thousand Star Pagodas
to me in hand paid by the above named Barnet Bergen Mariner of
Calcutta the Receipt whereof I do hereby Acknowledge have bargained
Sold and Delivered and by these presents do bargain sell and Deliver
unto the said Barnet Bergen his Executors Administrators and Assigns
all my Right Title Interest Claim and Demand of in and to the
above named Ship called the St John with all her Masts Stores Anchors
Cables and Tackling and Appurtenances to the said Ship belonging
and all manner of Action and Actions Cause and Causes of Action Suits
Bills Bonds Specialties Covenants Contracts Debts Dues Accounts
Reckonings Claims and Demands whatsoever at Law or in Equity
which I the said John Swaine my Executors Administrators or Assigns
any time hereafter had made moved or Brought Commenced or Prosecuted
against the said Barnet Bergen his Executors Administrators or Assigns
for or by reason or means of the said Ship or the Premises hereby
granted Bargained and Sold or any part thereof To have and to
hold the said Ship Tackle Apparel and Furniture unto the said
Barnet Bergen his Executors Administrators and Assigns to the
only proper use and behoof of him the said Barnet Bergen his
Executors Administrators and Assigns forever And I the said John
Swaine for my self my Executors and Administrators do Covenant
Promise and Agree to and with the said Barnet Bergen his Executors
Administrators and Assigns by these presents that I the said John
Swaine my Executors Administrators or Assigns shall not nor will
at any time hereafter do or cause to be done any Act Matter or
Thing whatsoever whereby or wherewith the said Ship Tackle Apparel
and Furniture or any part thereof shall be Charged Incumbered or
Impeached in Title or otherwise howsoever And I the said John
Swaine for my self my Executors and Administrators do Covenant
Promise and Agree to and with the said Barnet Bergen his Executors
Administrators and Assigns by these presents that I the said John
Swaine my Executors Administrators or Assigns shall and will from
time to time and at all times hereafter upon the Request Costs and
Charges of the said Barnet Bergen his Executors Administrators or
Assigns do and Execute all such further and other reasonable Act
and Acts Thing and Things Device and Devices in the Law whatsoever
for the further better and more perfect Assuring and Confirming
the said Ship Tackle Apparel and Furniture unto the said Barnet
Bergen his Executors Administrators and Assigns as by the said
Barnet Bergen his Executors Administrators or Assigns or his or
their Counsel in the Law shall be reasonably Devised Advised or
Required and Lastly I the said John Swaine for my self my Executors
and Administrators do Covenant Promise and Agree to and with the
said Barnet Bergen his Executors Administrators and Assigns by
these presents that I the said John Swaine my Executors Administrators
or Assigns shall and will from time to time and at all times hereafter
Save Defend and Keep Harmless and Indemnified the said Barnet
Bergen his Executors Administrators and Assigns of and from all
manner of Action and Actions Cause and Causes of Action Suits
Bills Bonds Specialties Covenants Contracts Debts Dues Accounts
Reckonings Claims and Demands whatsoever at Law or in Equity
Charges and Expences which he they or any of them shall or may
any time hereafter have made suffer Bear Sustain or be Put unto
Done Executed and Delivered by the said John Swaine
the Day of the Date hereof in the Presence of us the Subscribers
Witnesses to the Signing Sealing and Delivering of these Presents
Know the Obligation the Condition of these Presents is such that if
Then the Obligation to be Void and of none Effect or else to be and Remain in
Force and Virtue

Signed Sealed and Delivered } J Swaine Ld (L.S.)
in the presence of
William Gibelling
Daniel Hedley

Signed Sealed and Delivered } Barnet Bergen (L.S.)
in the presence of
William Gibelling
Daniel Hedley

Examined

Thomas Hedley
Scr

Granted the Contents thereof and the Original Bill of
Complaint upon the Oaths with Liberty for Mayor's Court
Interpretation the Defendants abroad upon Oath &c

James Taylor
Esqr

Sworn &c

To the Honorable the Mayor and Aldermen of
the Court of Madrespatnam

Sheweth

The Humble Petition
Hector Macleod

That your Petitioner having Honorable Commd
a Ship belonging to Omrah Ul Omrah who at present resides
at Tripatore in the Honble Company's Districts for several
Years Voyages to the Coast of Malabar & Gulf of Persia
trading always under the Honble Company's Colours &
Pass and was the Commander of the Ship called the Yacht
Mercury belonging to the said Omrah Ul Omrah and
employed in the Service aforesaid for the Space of Two
Hundred Days for which he was to have received from the
said Omrah Ul Omrah which said sum he has repeatedly
demanded of the said Omrah Ul Omrah from the time of his
last coming down but has constantly put him off with fair words

That your Petitioner being by Law intitled to
the Sum for their wages and they refusing to remain any longer
unpaid are now leaving the Ship with a Demand
against him as their Commander for the same which

as do likewise those persons whom Your Petitioner has been under
the Necessity of running in Debt with on account of the said Yacht

That Your Petitioner being unable to advance any
Money on Account of the Yacht, or her Crew, and He being threatened
with a Prosecution which must involve him in great and
many difficulties; and seeing no other prospect of saving himself from great Distress than by application to this Honble
Court — offered retaining Fee to the several Attornies of this
Honble Court, who all refused to accept of it or to carry on a Pro-
secution in this Court against the said Ameer Ul Omrah —

That Your Petitioner being thus Deprived
of the means of recovering by Law, what the said Ameer Ul
Omrah stands Indebted to him by the Attornies of this Court
refusing least for him, most Humbly prays this Honble Court
will, in Consideration of what he has already set forth, order
that some one of the Attornies do carry on a Prosecution for Your
Petitioner against the said Ameer Ul Omrah, in order that
Your Petitioner may recover by Law, what he now justly
and Legally stands Indebted to him —

And Your Petitioner as in Duty
bound —

Shall Ever Pray —

Hector Macleod

Know all Men by these Presents that
I George Mackay of Fort Saint George Esquire for and in Consideration of the Sum of Five Thousand Eight hundred and fifty Pagodas to me in hand paid by the Reverend John Philip Fabricius of Vepery the Receipt whereof I do hereby Acknowledge Have Bargained, Sold Transferred, Assigned and set over And by these Presents Do Grant Bargain, Sell, Assign, Transfer and set over unto the said Reverend John Philip Fabricius his Heirs Executors Administrators and Assigns all that Piece or Parcell of Ground with a Tank thereon, also a Pagoda and a Wall around the same Situated lying and being on or near Vadrayah Perumal Agraharam in Purwant Pagoda Street at

Know all Men by these Presents that I George Mackay of Fort Saint George Esquire for and in Consideration of the Sum of Five Thousand Eight hundred and fifty Pagodas to me in hand paid by the Reverend John Philip Fabricius of Vepery the Receipt whereof I do hereby Acknowledge Have Bargained, Sold Transferred, Assigned and set over And by these Presents Do Grant Bargain, Sell, Assign, Transfer and set over unto the said Reverend John Philip Fabricius his Heirs Executors Administrators and Assigns all that Piece or Parcell of Ground with a Tank thereon, also a Pagoda and a Wall around the same Situated lying and being on or near Vadrayah Perumal Agraharam in Purwant Pagoda Street at

Know all Men by these Presents that I George Mackay of Fort Saint George Merchant, [illegible] and Firmly bound unto the Honourable United Company of Merchants of England trading to the East Indies Their Successors and Assigns in the Sum of Ten Thousand Pagodas of Current Coin of the Country of Coromandel to the Payment whereof well and truly to be made to the said United Company Their Successors and Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and Dated this [illegible] Day of February in the Year of Our Lord One Thousand Seven Hundred and Ninety four

Now the Condition of this Obligation is such that if the above bounden George Mackay his Heirs Executors and Administrators do and shall well and truly Stand to Abide by Perform fulfill and keep the said Award Arbitrament Final Order and Determination of the Honble. Cuthbert John Esqr. George Taylor and Andrew Ogilvie all of Fort Saint George aforesaid Merchants or any three of them, Arbitrators Indifferently Chosen Elected and Named as well on the Part of the above mentioned George Mackay as on the Part and behalf of the above mentioned United Company Their Successors and Assigns to and between the said Parties Their Executors Administrators and Assigns concerning all and all manner of Action and Actions, Cause and Causes action, Suits Bills Bonds Specialties Demands Contracts Trespasses Accounts Reckonings Sum and Sums of Money Judgements Executions Quarrels Controversies Differences Damages and Demands whatsoever at any time heretofore had made moved brought Commenced and Depending between the said Parties so as the Award of the said Arbitrators or any three of them

said Parties, so as the Award of the said Arbitrators or any three of them as aforesaid, be made and Set Down in writing under their or any three of their hands and Seals, Ready to be Delivered to the said Parties in Differience on or before the first Day of August Next Ensuing the Date of these Presents, then this Obligation to be Void and of no Effect, or else to be and Remain in full force and Virtue

Geo: Moubray (L.S.)

Signed Sealed and Delivered by
the within Named Geo. Moubray
in where no Stamp't Paper is to be had
in the Presence of

J Balfour

A true Copy
James Saylor
Regr

1890

[illegible] Reg[iste]r Book of the Burgh of Kirkcaldy [illegible]
[illegible] Sasines [illegible] Burgh of Kirkcaldy [illegible]
[illegible] Burgh Court [illegible] Burgh Court of Kirkcaldy
[illegible] Sasines [illegible] Burgh of Kirkcaldy [illegible]
[illegible] Burgh Court Book of Kirkcaldy [illegible]
[illegible] Burgh Court Book of Kirkcaldy [illegible]
[illegible] Burgh Court Book

(1832)

Since the 30th 1777

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Summation
of
1771

Since the 30th 1771

Appeals to the Decision of Francis Sandes
Madras Esqr (with the other Jurors named Comaraya Pillay
Yenagelle Jongniah and Ramaswamy Pillay) enquired into the dispute between Amachillam Pillay
alias Pillah and Venkatarangaloo Venkatargalu Sonkeliga
Dancing Woman belonging to the Pagoda of the Same place
found the Case as follows

That the said Amachillam having disagreed with
his Parents and left the same House [illegible] with the
Woman and lived with her in her House and in short regarded her
as his own Wife and her two daughters and also as his own
own in every Respect

That in the year 1770 on the 16th of October malabar Style
Amachillam thought it necessary to sign an Agreement like Deed
Woman Habitat by from Tabelandal Jurors (a Township of such
Market N.A. is known) Market-Paid with having
chiefly till her death which happened in the Year 1775 after which
he continued his regard for her family for some time at length
a dispute arose between the deceased two daughters and Amachillam
the House on that Account and claimed as Heirs of the Estate of the de-
ceased Mother Mutu Known that Amachillam having entirely
subtle views at this time ceased from professing the Name
Hindu Religion to all the Power and the rest of the Caste of
the deceased Mother

(153)

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his Sister who claimed a Share as aforesaid and which he said he
intended for the benefit of him and his other Sister and accordingly took out a Boys called Mannoo and pretended to have mort-
gaged it for Pags 120 and he removed some Brass Pots &c.
from the House and prevailed on Venkatargalu to draw
out a Mortgage Bond in the Malabar Language upon the Jewels
as if they had been Mortgaged sometime before his Mothers
death in Account of certain Losses, By these and other of his
proceedings the said Venkatargalu perceiving that he absolutely intended to deprive him of the whole of his deceased Mothers Estate thought it expedient to reconcile his said Sister
and bring her Home again tho against the will of the said Ama-
chillam and further to resolve on his part to follow the Same
laudable example of Amachillam by professing himself of the
Bonds &c. lodged in Mr Savages House and to assert his sole
right to the whole By these You will be pleased to observe that
endeavours were not wanting on either side to deceive each other if
possible, this being the Source of the present dispute We thought
it necessary to relate the same to give You Some light into
the Matter before we proceeded on the Subject of the Enquiry
Which We now begin as follows

We asked the said Amachillam concerning the
Agreement Market N.A. given under his Signature to Rago-
as aforesaid and now produced by her Son Venkatargalu he
could not deny but owned on his part a Copy or Translation
of an Agreement said to be given him by the deceased Rago-
and her Sister and her Eldest daughter under their Signatures Market-

Markt. N. P. [illegible] the Same date with that he had given to the Cochal
Agreement he said that she got the above Memorandum letter
importing that she should Consent to receive only the Sum of
one Thousand Pagodas instead of Fifty in case of Differing Opinion
from Ambrose Marcht. Annachellum in Letter he had drawn out of
such Agreement which he said however did not the said Ragoo
Notwithstanding also did Marcht. Ragoo and Daughter whether she
did sign but she declared that she never did sign having read a
Agreement Mr Hodgson inserted on Annachellums surrendering the
Original which he said was taken away by Ragoo on the 8th
desired him to produce the Witnesses that were present when
giving the said Agreement to him to which he answered that
were none. Mr Hodgson therefore warned any stranger from that there should
be no Witness to the Agreement given him by the said Ragoo
on the very Same day that he had given one to Ragoo Marcht. for four
Witnesses and Marcht. N. P. as aforesaid to this and desired the
aforesaid Jewd in the Presence of the Witnesses and Delivered the
sealed Marcht. Annachellum to keep for the Sum of Fifty
Pagodas to be given to Ragoo Marcht. Annachellum the
Sum of Money that might have been lent in Bonds or Bonds
by the deceased Mother both before and after the Agreement
Point between her and the said Annachellum he could bring none
but said that 5 or 6 Years ago some Dealings or for as long ago
had been carried on in the name Marcht. Annachellum the
deceased and that Marcht. Annachellum was entitled to Allowance
the Marcht. took Memorandum & kept it to be returned for Answer
that Point of the

Shop and the other part Batt. been sent to his Masters Shop at
Arcott and that he must write there for them no Opinion can
be formed on that head before We get the whole Accounts where-
fore We having at present considered the Tenor of the Agree-
ment given by Annachellum to the deceased Ragoo Marcht
N. P. produced before us with the other Papers Accounts and
Vouchers also produced by both Partys Do having like-
wise duly weighed the Circumstances relative to the Dis-
pute give our Sentiment and Opinion as follows viz.

1st That the dwelling House of the deceased
Ragoo as it stands at present with its furniture together
with a Garden and a peice of Ground (both bought for
Pag.s 316 as appears by the Chowltry Bills of Sale) situ-
ated in Gorrapatladah lobe the Property of the said deceased
Ragoo and her heirs — It to be observed that the Bills of Sales
of the said House and those of the Garden and the Ground
aforesaid runs in the Name of the said deceased Ragoo

2d With regard to the Joys and Jewels dis-
puted by both partys We are of Opinion that all such Joys
and Jewels were used and enjoyed by the deceased Ragoo
and her family to be likewise the Property of the deceased
Ragoo and her Heirs & such Joys and Jewels so worn
and enjoyed hath been really Mortgaged by Annachellum the
Husband and Deliver them to the deceased's heirs
should redeem the Bond also disputed by
the

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the Plaintiffs Attorney to examine the Accounts and Papers now produced before Him and to Report his Opinion what the Same is to be the property of the Said Ramachillam as that Venacatarayloo or other Heirs of the deceased Pagoe shall have Minutes of Business with the Said Bond.

2dly Whereas he is certain Goods and Things Sold & Lodged by Ramachillam in Pagoe House after her death Venacatarayloo or other heirs of the deceased Pagoe should be answerable for them if the fact is proved.

3dly Touching Ramachillams other Claims concerning the expence of Pagoes House &c after her death including her funeral Charges He understand that he dos expect them with his free Will Do not think it proper to the Honble Mayors Court therefore He dont think it reasonable to demand the same

The foregoing being our Sentiments and Opinion in the Matter Recommended to your Consideration.

A true Translation as near as can be from the Original

Dury Pagoe
June 26th 1772

Signed Moodeliar Moodeliar
Canacarayen
Jeneapien

Francis Saunders

Registered in Fort St George
this 5th Day of July 1773

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2:12

Mayors Court at Madraspatnam this 12th Day of August 1773.

James Taylor
Regt

Examined and Carefully Compared with the Original Petition and with the Honble the Mayors Court, and Delivered up by Order of Court, and Attested to be a true Copy.

James Taylor
Regt