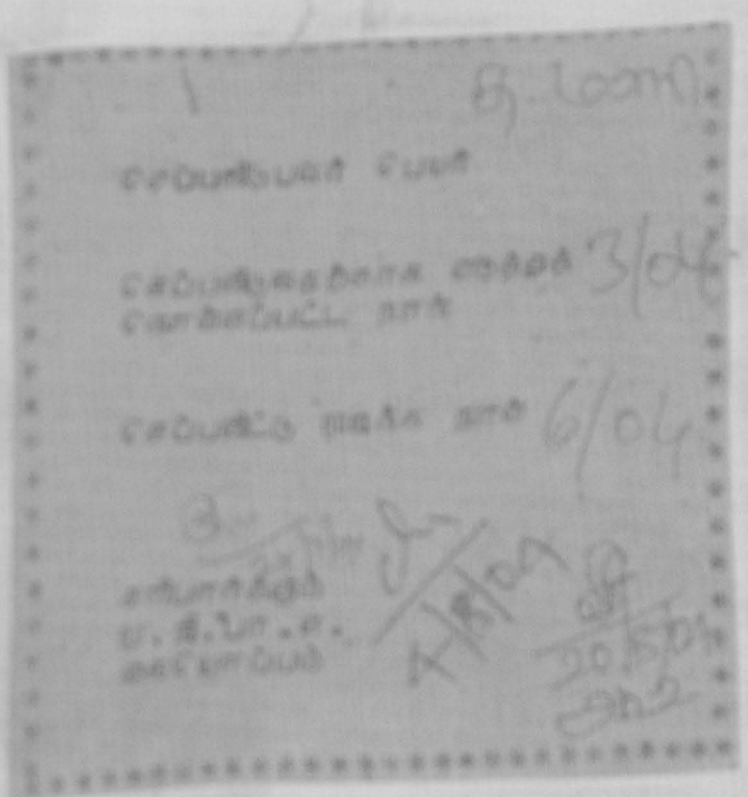
Plenaria

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Recd 8th May 1771

To the Honble Sir
Court. Madrass
Humbly Complaining Sh
Sheweth Court your Orator Rose Bell of Madras Spinster tha
Shaw Stuart Inhabitant there upon Oath in the 5th and 6th
Two Hundred and Seventy four Pagodas four Fanams and four
Court. Money of Madras. Making in Sterling Money of Great
five at the Rate of Eight Shillings for every Pagoda the Sum of
Hundred and Nine Pounds and Thirteen Shillings in Sterling
well Manifestly and at large appears by Copy of your Orators
hereto Annexed for the Inspection of this Honble Court and
by your Orator as part of this your Orators Bill of Complaint
and Whereas your Orator hath frequently and in a friendly
Manner Requested the Payment of the said Sum of Two hundred
and Seventy four Pagodas four Fanams and forty Reas
But never with any Regard Thereto the Honble Co
the said Daniel Shaw Absolutely and wilfully Refuses to pay
Nor Answer to your Orator the Reasons of his Refusal to
the Premises your Orator therefore prays a Writ of Subpoena
to this Honble Court directed to the said Daniel Shaw Commanding
him and every of them at a certain Day and under a certain
penalty therein to be limited personally to be and appear before

Mayors Court at Madraspatnam

Tuesday the 11th Sept. 1770

Anno Domini

Present

Edwd. Sohn Holland Esqr. Mayor

James Call and George Proctor

Aldermen

Whereas Capt. Richd. Knox

Lieut. Commandant of the

Garrison of St. Thomas

Plaintiff

against

Daniel Shaw

Defendant

It appearing by the Records of this Court

that Writ had been issued for the Defendant to answer the

Plaintiff in an Action of Debt and Damages

for Pagodas 54.32.24

and the Defendant not having appeared

to answer the same or any part thereof

Ordered that Judgment be entered for the Plaintiff

for the said Pagodas 54.32.24

and Costs of Suit to be taxed

Extract from the Records

Jno. Roebuck Secy.

Mayors Court at Madraspatnam

Tuesday the 11th Sept. 1770

Present

Edwd. Sohn Holland Esqr. Mayor

James Call and George Proctor

Aldermen

Whereas Capt. Richd. Knox

Lieut. Commandant of the

Garrison of St. Thomas

Plaintiff

against

Daniel Shaw

Defendant

It appearing by the Records of this Court

that Writ had been issued for the Defendant to answer the

Plaintiff in an Action of Debt and Damages

for Pagodas 54.32.24

and the Defendant not having appeared

to answer the same or any part thereof

Ordered that Judgment be entered for the Plaintiff

for the said Pagodas 54.32.24

and Costs of Suit to be taxed

Extract from the Records

Jno. Roebuck Secy.

Mayors Court at Madraspatnam

Tuesday the 11th Sept. 1770

Present

Edwd. Sohn Holland Esqr. Mayor

James Call and George Proctor

Aldermen

Whereas Capt. Richd. Knox

Lieut. Commandant of the

Garrison of St. Thomas

Plaintiff

against

Daniel Shaw

Defendant

It appearing by the Records of this Court

that Writ had been issued for the Defendant to answer the

Plaintiff in an Action of Debt and Damages

for Pagodas 54.32.24

and the Defendant not having appeared

to answer the same or any part thereof

Ordered that Judgment be entered for the Plaintiff

for the said Pagodas 54.32.24

and Costs of Suit to be taxed

Extract from the Records

Jno. Roebuck Secy.

(4)

(2)

Dated 13 day 1774

I [illegible] Province of New Hampshire Counsellor [illegible] Know ye that I the said [illegible] Do
[illegible] Do Hereby Nominate Constitute and Appoint

Dayers Court at Madraspatnam

Present

Edwd. John Holland Esqr. Mayor

Thomas Call — George Porter

Aldermen

Between

Humbly Complaining

Upon Oath

Defendant

Upon Oath

Dated 5th May 1777

To the Worshipful

Court at Madraspatnam

Humbly Complaining Sheweth unto the Worshipful Court of Requests Madraspatnam that the Complainant is a Native Inhabitant of this Settlement and that the Defendant is also a Native Inhabitant of this Settlement and that on the fifteenth day of March last the Complainant and Defendant entered into a Contract before Witnesses for the Complainant to Manage the Defendants Garden for the Space of one Year from the said fifteenth day of March at the Rate of Twenty Pagodas per Month and that the Complainant has Managed the said Garden for the Space of Eight Months and upwards during the Rainy Season and that the Defendant has refused to pay the Complainant the Wages due to him for the said Eight Months and upwards and that the Complainant has frequently applied to the Defendant for the Payment of the said Wages but the Defendant has refused to pay the same to the Complainant

Therefore

Between the Complainant and the Defendant Before the Worshipful Court of Requests Madraspatnam

in Cash Money the Sum of Six hundred Pagodas be
and their Remains the Case Stands at the Time my Service ceases
Shall pass till the Term Stipulated Shall be Expired
my Master Sundry Pagodas of Cash for Stand the
Money so fund at Schastabaram Town Nov. the 20th Day

Witness

Signed

Peter Vanderlands

Henry Thom Vanderlands

A true Translation as near as can be taken

the Original Armenian Language

Wm. Bromley

Mad. Consult.

Bt. Mr. Hunter Board Consult Wm. Gregory Sherman. Cr.

1776					1776		
May	31	To Cash Mr. Gregory Sherman			June	10	By Mr. Sherman his Bond
		Ditto Cash Mr. Hastings Esq.	300	—			for 2 Months Wages
June	10	To Mr. Hunter Sherman	50	—	1777		@ 5 Pagodas per Month
1777					May	31	By Cash Mr. Hastings Esq.
May	31	To Cash Mr. Hastings Esq.					Sherman's Gratuity
		Sherman his Gratuity					on his Leaving my
		Service this Day					Service this Day
		To Cash Mr. Hastings Esq.					By Cash Mr. Hastings Esq.
		Sherman his Gratuity					Sherman his Gratuity
		on his Leaving my					on his Leaving my
		Service this Day	185	20	65		Service this Day
		Pagodas	185	20	65		Pagodas

Madras 31st May 1777

(B.)

Major General Dundas Esqr Secretary
Madrasapatnam Fort St. George

(L.1)

Dated
the 4th January 1800

Petition
of
Ramaswamy Mudeliar
Cotton Dubash and others

Petition
of
Ramaswamy Mudeliar
Cotton Dubash and others

To the Honble the Mayor
Court at Madrasapatnam

Humbly complaining

(16)

Major General Mundy Esq. &
Lieutenant Governor Jersey

Present

Lt. Governor Dumaresq

George Becker Esq. Deputy Bailiff

Between

John Murray ... Account ... Michael Bernard ... Cr.

... Note of hand		50	-	-	By Balance	320	-
... Bayard Bond & Sugden Bill		170	-	-			
... Paper							
Pagendam		320	-	-	Pagendam	320	-

Madras 15th October 1779

E E

Errors excepted

Michael Bernard

A true Copy

Pagendam

(15)

(A)

To the Honble the Ma

Court of Madras Pat

Humbly complaining Sheweth that

the Honble Court Upon Victor Sabon Esqr of Madras one of the Atto

of this Honble Court that Varadadoss Pillah of the same Place Inha

Island Manda Indebted unto Upon Victor in the Sum and Just Sum of

One hundred and One Pagodas Current Money of Madras Making

Eight Shillings

Sterling Money of Great Britain at the Rate of

forty Pagodas the Sum of Forty Pounds and Eight Shillings

Sterling for the said Varadadoss Pillay Bond or Obligation

bearing date the Seventh day of December one thousand

Upon Victor bearing date the Seventh day of December one thousand

seven hundred and Ninety

the Year 1790 for the said Sum of One hundred and One Pagodas

the said Victor at the Rate of 12 p Cent p Annum until the Said

Bond or Obligation was given Upon Victor Endorsed and Assigned the

Petitioner for the Satisfaction of the Honble Court whereupon Upon

Petitioner for the Satisfaction of the Honble Court whereupon Upon

and Upon Victor further Shewth unto the Honble Court that

he hath frequently spoken on Amicable Manner Unto

the said Sum of One hundred and One Pagodas

Burnaswiss Upon Victor the Honble

Court the said Varadadoss Pillah absolutely and wilfully

refuseth Pay the Same or Upon Victor Any Manner of

Effects to Pay the Same Upon Victor therefore prays

that the Premises Upon Victor therefore prays

Madrasspatanam

Tuesday the 1st Day of January

Anno Domini 1780

Present

Mr. James Call Junr. Alderman

George Proctor and Wm. Webb

Aldermen

Between John Lyth one of the Attorneys of this Court

Complainant and Hannah Lyth

Defendant

It appearing by the Records of this Court

that the Complainant has served the Defendant to Answer the Complainants

Bill and he has Neglected doing this Court doth order and Decree

that the Defendant shall pay

to the Complainant the full and just Sum of Pagodas and

the Deputy Sheriff ... Sequestration against all such Estate

as Defendant shall hereafter Answer until Full Payment

be made and also all Costs of this Suit

Ordered

(24)

Know all Men by these Presents that We George Powell of the Island of Bengal Esqr and Thomas Rumbold of the same Island Esqr are held and firmly bound unto the Honble the Mayor Court at Madraspatnam in the Sum of Pagodas Two Thousand Current Money of the Coast to be paid to the said Mayor Court at Madraspatnam their Successors or Assigns for which Payment well and truly to be made we bind ourselves our Heirs Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals Dated this Twenty Second day of February in the Year of our Lord One Thousand Seven Hundred and Seventy Six

The Condition of this Obligation is such that if the above bounden George Powell Esqr his Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the above named Mayor Court at Madraspatnam their Successors or Assigns the full Sum of Pagodas One Thousand Current Money of the Coast aforesaid on or before the Twenty Second day of February which will be in the Year of our Lord One Thousand Seven Hundred and Seventy Seven without Fraud Coven or Delay then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue

Signed Sealed & Delivered in the Presence of us

(L.S.)

(L.S.)

(25)

Examined and Carefully Compared with the Original Bill of Sale Register upon the Records of the Worshipful the Mayors Court at Madraspatnam this Day of February 1776 and attested to be a true Copy

Peter of Court

James Taylor
Regr

22d February 1776

(1)

To the Honble the Mayors Court at Madraspatnam

The Humbly Complaining Shewith unto this Worshipful Court Upon Oath George Youngs late of Bengal but now of Madraspatnam in the Coast of Scotland that towards the Month of November in the Year of our Lord One Thousand Seven Hundred and Seventy four he the Complainant Effects of Bengal aforesaid Merchant and Augustus Cleveland Esqr Commander in Chief of the Forces on the Coast of Coromandel and Governor of Fort St George and Presidency of Madraspatnam aforesaid Merchant Jointly and Severally made their Certain Bill Obligatory Sealed with their Seals and to the Complainant delivered bearing Date the Day and Year last aforesaid whereby they the said George Powell and Augustus Cleveland Jointly and Severally for themselves their Heirs Executors and Administrators did Covenant Promise and Bind themselves and each of them their and each of their Heirs Executors and Administrators Jointly and Severally and each of them by himself Severally and for the whole Jointly and Severally for the whole and every part thereof in the Name of the whole to the Complainant his Executors Administrators and Assigns to pay or cause to be paid unto the Complainant his Executors Administrators or Assigns the full Sum of Pagodas Two Thousand Current Money of the Coast aforesaid on or before the Twenty Second day of February which will be in the Year of our Lord One Thousand Seven Hundred and Seventy Seven without Fraud Coven or Delay as by the said Bill Obligatory Sealed with their Seals and to the Complainant delivered bearing Date the Day and Year last aforesaid Reference being thereunto had may more fully and at large appear by Virtue whereof the Complainant is become Lawfully Possessed of the said Sum of Pagodas Two Thousand Current Money of the Coast aforesaid and

Know all Men by these Presents that we Thomas Hudson Carpenter
and Richard Hudson Merchant both of Liverpool in the County
of Lancaster are jointly severally and respectively held and firmly
bound unto the Right Honorable Thomas Earl of Derby Lord
Lieutenant of the said County and the Custos Rotulorum of the
same in the Sum of Two Thousand Pounds of lawful money of
Great Britain to be paid to the said Earl of Derby or his certain
Attorney Executors Administrators or Assigns for which Payment
well and truly to be made we bind ourselves and each of us in the
whole and every part thereof our Heirs Executors and Administrators
jointly severally and firmly by these Presents Sealed with our Seals
Dated this Twenty Fifth day of March in the Year of our Lord
One Thousand Seven Hundred and Seventy Nine

Whereas the above bounden Thomas Hudson hath been
duly appointed Constable of the Township of Liverpool in the
Parish of Liverpool in the Hundred of West Derby in the said
County of Lancaster for the Year ensuing the Date hereof

Now the Condition of the above Obligation is such that if the
above bounden Thomas Hudson shall well and truly execute the
said Office of Constable for the Year aforesaid and shall duly
account for all such Monies as he shall receive by Virtue of the
said Office and shall pay and deliver over unto such Person or
Persons as shall be lawfully authorized to receive the same all
such Monies Goods and Chattels as he shall receive by Virtue of
the said Office and shall in all things well and truly behave himself
in the said Office during the said Year then the above Obligation
to be void and of none Effect or else to remain in full Force and
Virtue

Sealed and Delivered
in the Presence of
Thomas Hudson
Richard Hudson

Know all Men by these Presents that we Thomas Hudson Carpenter
and Richard Hudson Merchant both of Liverpool in the County
of Lancaster are jointly severally and respectively held and firmly
bound unto the Right Honorable Thomas Earl of Derby Lord
Lieutenant of the said County and the Custos Rotulorum of the
same in the Sum of Two Thousand Pounds of lawful money of
Great Britain to be paid to the said Earl of Derby or his certain
Attorney Executors Administrators or Assigns for which Payment
well and truly to be made we bind ourselves and each of us in the
whole and every part thereof our Heirs Executors and Administrators
jointly severally and firmly by these Presents Sealed with our Seals
Dated this Twenty Fifth day of March in the Year of our Lord
One Thousand Seven Hundred and Seventy Nine

Whereas the above bounden Thomas Hudson hath been
duly appointed Constable of the Township of Liverpool in the
Parish of Liverpool in the Hundred of West Derby in the said
County of Lancaster for the Year ensuing the Date hereof

Know all People to whom these Presents shall Come
greeting Whereas Severino Lorenzo de Monte Constantia Attorney
of all the Estate of Monte Constantia and Pierre de Monte
of the Estate of Monte Constantia and Pierre de Monte
Constantia and Executors of Matteo Constantia and by
a Mortgage Bond Bearing date the 3 day of June 1779 duly and
legally become Bound unto Armegadale Esquire of the same
Place Inhabitant Merchant and Twenty five Pagodas
of Lawful money of Madras. Now know ye
that the said Monte Constantia Esquire for Valuable Consider
ation to them and paid by Agadale Esquire of Madras
aforesaid at or before the Ensealing and Delivery of these Presents the Receipt
whereof the said Monte Constantia doth hereby Acknowledge to the said
Armegadale Esquire Doth hereby Release and for ever Quit Claim unto the
said Agadale and Assigns by these Presents Doth Assign unto the said
Agadale the said Mortgage Bond unto the Money thereby Secured
and the said Sum of Twenty Pagodas Money Aforesaid and
Interest thereon due and Owing Or to become due and Owing for the
same and all the Right Title Interest Property Claim and Demand
whatsoever of him the said Monte Constantia and by these Presents
doth Constitute and Appoint the said Agadale Esquire his Executors
Administrators and Assigns his true and lawful Attorney irrevocable for him
and in his name and stead but to his own proper use and Benefit to
Demand Receive and Recover of the Executors Administrators and Assigns
of the said Pierre de Monte Constantia deceased the said Sum of Twenty
Pagodas Money Aforesaid and Interest thereon due and Owing or to become
due and Owing for the same and upon Receipt thereof or any part
thereof to Give and Grant unto the said Executors Administrators and Assigns
of the said Pierre de Monte Constantia deceased Acquittances or other
sufficient Discharges for the same and in default of Payment thereof to
Sue for Prosecute Implead and Arrest the Executors Administrators and Assigns
of the said Pierre de Monte Constantia deceased and to Cause them to be
Imprisoned until Payment be made of the said Sum of Twenty Pagodas
Money Aforesaid and Interest thereon due and Owing or to become due
and Owing for the same and upon Payment thereof to Acknowledge
Satisfaction and Discharge for the same and in the Name of the said
Monte Constantia to Make Seal and Deliver unto the Executors Administrators
and Assigns of the said Pierre de Monte Constantia deceased Good and
sufficient Deeds of Release and Quit Claim of the said Mortgage Bond
and Premises and all other Deeds Writings and Assurances in the Law
whatsoever for the Release and Discharge thereof as by the said Agadale
Esquire his Executors Administrators or Assigns or his or their Counsel
learned in the Law shall be reasonably Devised Advised and Required
and the same when Made Sealed and Delivered by the said Monte Constantia
shall be a Perpetual Bar against him the said Monte Constantia his Executors
Administrators and Assigns and all other Persons Claiming or to Claim
any Right Title Interest Property Claim or Demand whatsoever of in or to
the said Mortgage Bond Premises and Sum of Twenty Pagodas Money
Aforesaid and Interest thereon due and Owing or to become due and Owing
for the same and the said Monte Constantia doth hereby Covenant Promise
and Agree to and with the said Agadale his Executors Administrators and
Assigns that he the said Monte Constantia hath not at any time heretofore
Made Done Committed or Executed or Knowingly or Willingly Suffered any
Act Deed Matter or Thing whatsoever whereby or by means whereof the said
Mortgage Bond Premises and Sum of Twenty Pagodas Money Aforesaid and
Interest thereon due and Owing or to become due and Owing for the same
or any part thereof is or shall or may be Impeached Charged Incumbered
Released Discharged or Made Void or Voidable in any manner of Way
whatsoever

Mayors Court at Madraspatnam

Tuesday the 8th of February Anno Domini 1780

Present

Edwd. John Hollond Esqr. Mayor

Benjn. Roebuck and Edwd. Saunders

Aldermen

Between [illegible] Complainant and Ramah [illegible] Defendant

The Defendant [illegible] Complainant [illegible] Defendant [illegible] Complainant [illegible] Defendant [illegible] Complainant [illegible]

(33)

(33)

To the Honble the Mayor
Court of Judicature
Humbly Complaining

Mortgage by Mr Johnson to Mr Johnson

Mayors Court at
Madrasspatnam

L.S

Sworn

Edwd Sutton Holland Esqr
Cotton Dent and Other Jurors

Sunday the [illegible] day of [illegible]
Anno Domini 1758

Signed Sealed and
Sworn

Mayors Court at
Madrasspatnam

L.S

Nov.r 1758

(37

To the Worshipful the Mayor

Court at Madrasspatnam

Humbly Complaining Shews Unto this
Worshipful Court your Orator Richard Stamford of Madras Inhabitant
That Luis de Mantos of the same Place Inhabitant Merchant Did
on your Orator on the 28th and last June of forty two Pagodas
Current Money of Madras Madapollam Shallooys Money of Great
Britain at the Rate of Eight Shillings forming Pagoda to the Sum of
Seven Pound Sixteen Shillings as by the Copy of the Note of Hand
of the said Luis de Mantos hereunto Annexed more fully Appears
Which Sum your Orator has often applyed for Payment of but the
said Luis de Mantos Denyes to Pay the same Your Orator Humbly
Complains may be Taken as part of this Your Orator Bill of
Complaint and may Oppose the Payment of which Note of Hand
in your Orator Possession and Ready to be produced to this Worshipful
Court when Required and Whereas your Orator hath frequently Upon in
friendly Manner Required the Payment of the said Sum of
forty two Pagodas

But now so it is and May it Please this Worshipful Court
the said Luis de Mantos Wickedly and Deceitfully Endeavours to
Defraud the same of your Orator Any Manner of Satisfaction
Tendring the Same as your Orator Humbly Prays at Several Times
as this Worshipful Court Shall Direct Appear Answer to Oath
and Good Conscience to the Premises that the said Luis de

1789 November 6th 12 Pence to pay to Richard Hampton for one Person the Sum of Forty five Pounds for Value Rec'd

Pd 12 - -

Witness Andrew Pearson

Byrne L Desmonbes

Alex Cosby Bosshaw

Mayors Court at Madrasapatnam

Tuesday the 15th of February Anno Domini 1790

Present

Ld. Edwd Archn Holland Esqr. Mayor
Colonel B Dent and Edwd Garrow
Aldermen

Between Richard Hampton of Madras Inhabitant Complainant and Lewis Mauling of the same Place Inhabitant Defendants

It Appearing by the Records of this Court that the said Defendant Lewis Mauling the Complt and Order have gone for the Defendant to Answer the Complt and Order have gone for the Defendant to Answer the Complaint Whereupon this Court doth therefore Direct the Bailiff to Arrest the said Defendant and to bring him forthwith before this Court to Answer the Complaint of the Plaintiff and Direct and Order that the Defendant shall Pay unto the Complainant the full and Just sum of Forty five Pagodas of Pagl 12 - - in Satisfaction of the

(42)

To the Worshipful the Mayor
Court of Aldermen
Humbly Complaining

(43)

(43)

To the Honble the Mayor

Court at Madraspatnam

Humbly Complaining

Lieut George Mackay in Account with George Maubray Esq.

To Amount of the Subsist Bonds of the Company Subsist @ 12 ℔ ℳ 28 Days	338	-	-	1778 July	5	By Cash Expended for Comp.t	1000	-	-
Subsist for the Atkins Lascars from 10 June 1778 to the Days 10.th 11.th & 12.th	35	4	25	60	April	26	By Subsistence for Atkins Lascars from 5 July 1778 to the Days 3.d 10.th & 12.th	26	14	-
							By Ballance due by Lieut. Mackay	2716	11	60
Pagodas	3742	25	60				Pagodas	3742	25	60

Fort Saint George 26th April 1778

Errors Excepted

Signed Geo. Maubray

Hamd Copy

Chas Brownlow

Actg Compts

The Defendant humbly Craves that the said Pretended Demand and the Bill Commanded by him against your said Most Defendant ought to be Dismissed out of this Honble Court with Costs and that the said Complainant Alston or at least by fifth day of February last Caused from him the Defendant the Sum of Two hundred Pounds mentioned in the said Pretended Account and the Defendant Cannot Allow the same to be Considered by the said Complainant Pretended Account Cannot for the Defendant does Instantly Maintain that the Payment of the said Sum of Two hundred Pounds was made of a Part of the Consideration Contained in the Deed of Obligation Produced upon the Complainant and the Defendant Lastly saith that he humbly Prays this Honble Court to Order and Adjust the Said Complainant to Show Cause and in what manner he has paid the Defendant the whole or any part of the Sum he has Demanded of the Defendant by his said Account Pretended and Likewise any Exhibitant manner as the Defendant and Counsel Learned in the Law shall Direct

All which Matter and Things this Defendant is Ready to Verify as this Honble Court shall Direct and Prays as this Honble Court shall Adjudge and Decree in the behalf most favourable Costs and Charges in the behalf most Wrongfully Sustained

Geo. Mackay

Sworn to before me this 27th Day

Dan'l Shaw

Tuesday 17th

The Replication of

The 2nd Defendant

And the said Defendant further says that there are many matters
to disprove how the Debt on the Bond above mentioned is
that the Bond was duly executed by the Defendant and by him delivered
as his Act and deed to the Plaintiff as being established in manner
as all the Conditions of the Obligation and as to any Question touching
the same must be proved and disproved by the Obligors
and not the Pleas of an Obligee in an Action upon a Bond duly
executed

All which Matters and things this Defendant is ready
and willing to aver maintain and prove as this Honble Court
shall direct and award And humbly prays may be by her duly
done Allowed

Wm Bromley

Replication

The Replication of George Mackay
to the Plea and Answer of George Mackay
this Defendant now and at all times hereafter
saving and reserving to himself all manner of Benefit
and Advantage of Exception to the many Errors and Insuf-
ficiencies in the said Plea and Answer contained for Replication
saith that he the said Plaintiff by reason of any thing in the said
Plea and Answer alledged is not barred from having his Action
aforesaid against the said Defendant and that the said Plea and
Answer and the matters therein contained are not sufficient in the Law
to bar the Plaintiff's Action aforesaid which he the said Plaintiff
is ready to verify and prove as this Honble Court shall direct
and award and prays as he hath already prayed

Mayors Court at
Madraspatnam

Pleas Pomroy Esqr. Attorney
for Plaintiff

Against

Edward Holland Esqr: Mayor
Cutlers Dent and Edwd Garrow
Defendants

This Cause coming to be Heard and Debated this
Day in the Presence of the Attorneys on both Sides Reading the Compt
Bill and Answer and Counter Answer The Defendants Amended
Answer the Replication and the Letters annexed the Several
Rejoinder On Hearing the Pleadings and Proofs the Whole
matter Consideration had thereon This Court doth
find for the Complainant and Accordingly Order &
Decree that the Defendant shall Pay unto the Complainant
the full and Just Sum of Two thousand Seven hundred and
Sixteen Pagodas & Pag: 2716 with Interest on the said
Sum at the Rate of Twelve per Cent per Annum from the
Day of the Date hereof untill full Payment and make further Order and Decree
that the Defendant do Pay Costs of Suit

Dated 16th Day of Nov 1770

To the Worshipful Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipful
Court your Orator Richard Pomfret Attorney at Law Counterman with the Worshipful
the East India Company at Madras for himself and other Merchants
the East India Company at Madras Esqr by Charter

Pitt of full true and proper Answer Make to all and singular the
Matters and things herein before set forth and Alledged as fully to all
Intents and purposes as if the same had been herein and hereby
particularly Interrogated and that the Plaintiff may be Decreed to pay
unto your Orator the aforesaid Sum of five hundred Pounds
together with all such Interest as may or shall become
due thereon also all Costs of this Suit

May it please the Honble Court to Grant the
Subpoena to be Issued and Signed by the Sheriff
of the County of Surry Directed to the Defendant
commanding him personally to be and Appear before this Honble Court
then and there to Answer the premises and further to Stand to and abide by such
Order and Decree therein as to this Honble Court shall seem
meet

Epps
Attorney

Aug 1782
The Within Mentioned Subpoena Returnable
Here the 1st Monday in this present
Month and Court Day
Test Edmd Pendleton

James Call
Deputy

(56)

No. 116

Plaintiff
Dft 500

Defendant

(57)

(61)

Mayors Court at
Madrasapatnam

Between [illegible] Plaintiff
[illegible] Defendant

Depositions of Witnesses taken on the Interrogatories
Upon the Commission to this Court
Veerapatty Mudaliar of Madrasapatnam Native Aged 38 Years or thereabouts
being Sworn on the Holy Evangelists on the 18th day of
December 1783 Saith in Answer to the 1st Interrogatory
by Consent. By Interpreter also to the Same Interrogatory
by Consent. By Interpreter also to the Same Interrogatory
of the Said Defendant and Saith the Same Deponent
Saith to the 2d Interrogatory
and Saith to the first Interrogatory this Deponent Saith that he Knows the Complts
and Defendant
to the first Interrogatory this Deponent Saith that he Knows them from
their Infancy and that he Knows the Defendant Mungapah
Lives in Upon and that he has taken the Defendant Mungapah
the Town and that he has taken Hostages from
to the 2d Interrogatory
to the 3d Interrogatory this Deponent Saith that he has heard that
the Said Complts Company Carried for the Use of Company
Provisions and Contracts for supplying Carried for the Use of Company
with Rice and Cash Salem and Coimbatore Station
to the 4th Interrogatory
and More Deponent Saith to the 4th Interrogatory
to the 5th Interrogatory this Deponent Saith that he has seen the Said
Rajah of Mungapah the Defendant and that the Said
to the 5th Interrogatory
Interrogatories Deponent Saith that he has seen the Said Rajah
of the Said Mungapah and More Deponent Saith to the 6th Interrogatory
years
to the 6th Interrogatory

(63)

Mayors Court at Bilwen

Madrasspatnam

Defendants

(66)

(67)

15th May 1778

Translation

(71)

The General Replication

(76)

Mayors Court at Bombay
Madrasphalman

Deposition

(79)

Mayor Court at Madraspatnam

Between Thomas Bay Hastings Esqr
Attorney for Attorney of the Allison Complt
and Ann Richard Parker Defendant

On the Part of the Complainant

Deposition of the Witness taken on the Coast & sworn before the
Commissioners Court as follows

Ramaputt Pondiah of Madras Merchant Aged 32 Years being
Sworn & Witness on the Coast on the Part of the Complainant & sworn on the
Holy Evangelists of Almighty God & Examined upon the Interrogatories
Exhibited for the Defendant by Interrogatories on the Part of the Said Defendant and
the Answers & Schedule of the Said Defendant and Examined upon
the Coast by Interpretation & Deposeth as follows

To the 1st Interrogatory this Deponent saith that he doth know the Complainant
Interrogated by this Deponent saith that he hath known the Complainant 2 Years
Resident & in this Coast and that he hath to the best of his Knowledge
& belief known the Defendant Ann Richard Parker in the
Interrogatory named & that he hath known him about the Same time and
Coast & that he hath no Acquaintance with the Same time and
more saith not to this Interrogatory

To the third Interrogatory this Deponent saith that he did on the
Defendant in the Title of this Interrogatory named drawn and Executed
a Mortgage Bond to the Complainant in the Title of this Interrogatory
Mentioned for the Ballance of 4700 Pagodas from the Defendant
Ann Named to the Complainant and the Bond Now produced in the Court
& this Examinate is the Bond so known and Executed by the said
Defendant and that the Defendant did subscribe his Name as a
Witness thereto and more saith not to this Interrogatory

To the 4th Interrogatory this Deponent saith that he hath known the Defendant

(80)

Mayors Court at Seringapatnam

Between

—

Defendant

(81)

Tuesday 6th Day of February
Anno Domini 1798

Present
Edw.d John Holland Esquire Mayor
Colton B Dent and Edw.d Garrow
Aldermen

Between Plaintiff
Defendant

This Cause coming on to be Heard and Debated this day in the Presence of Attorney for the Complainant the Attorney for the Defendant having declined Relying on Reading the Complainants Bill and the Copy of a Mortgage Bond and Copy of an Engagement annexed to the Defendants Answer the General Replication the General Examination Interrogatories and Deposition on the part of the Complainant and a Bond annexed to Hearing the Pleadings made thereto by the Attys for the Complainant and on the Consideration had of the premises Whereupon this Court doth think fit to Order and Decree and doth Order and Decree that the Defendant shall Pay unto the Complainant the Sum of Four hundred and twenty Pagodas Twenty Pufanums and forty Cash Pags 420. 20. 40. Two Pagodas Twenty Pufanums and forty Cash Pags 2. 20. 40. Accordingly

3

(83)

To the Honble the Mayor
Court at Madrasphatnam

Humbly Complaining Sheweth to this
Honble Court your Orator Appa Mutta Chitty by Trade Antonio de
Pegado of Madras Inhabitant Most humbly Complaining
saying as follows the Complainant Inhabitants Made humbly & Sprately
Addition to your Orators the petitioner Just Sum of Ninety three Pagodas
Twelve fanams and Twenty Cash Current Money of Madras making
in Sterling Money of Great Britain at the Rate of Eight Shillings
for every Pagoda the Sum of Thirty Eight Pounds and Fourteen Shillings
as Remains as well Manifestly and at large Appears by the Copy of
an Account Current and Assignment hereunto Annexed for the
Inspection of this Honble Court humbly your Orator Most Humbly
Pray and prays the Same may be Annexed as part of this your
Orators Bill of Complaint and your Orator further Shews unto
unto this Honble Court that he hath frequently & reasonable
many times Requested Payment from the said Shamoorva Chitty and
Vencamma of the said Sum of Ninety three Pagodas twelve fanams
and Twenty Cash

But now so it is May it Please this Honble
Court the said Shamoorva Chitty and Vencatramma Maliciously
and wrongfully Refuse to the same or to pay your Orator any manner

Administrators &c. Money due and to become due to the said
Account Current and on any Judgment thereof the said Antonio
de Bazan his Heirs Executors and Administrators to Assign
and transfer the same and any Judgment thereof to the use of
the said Account Current and Further Obligation and give
sufficient Release and Discharges thereof and One
or more Attorney or Attorneys under him to Constitute
and substitute the said Antonio de Bazan or the Atty
or Attorneys under him shall lawfully do the premises
the said Sepha. Mostyn Chitty doth thereby Allow and
Affirm and the said Sepha. Mostyn Chitty doth Covenant
with the said Ant.o de Bazan the said Sepha. Mostyn
Chitty hath not Covenanted nor will Grant 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 the Recovery thereof by the
said Ant.o de Bazan Saving the said Sepha Mostyn Chitty
harmless of and from any Costs that may happen to him
thereby in Witness whereof the said Sepha Mostyn Chitty
hath hereunto set his hand and Seal in Gibraltar this
8th day of November 1778

Sealed & Delivered
in the presence of
Wm Cosby
Geo. Jo. Hayward

(84)

This Indenture made the first Day of March
in the Year of the Reign of our Sovereign Lord George
by the Grace of God of Great Britain France and Ireland
King Defender of the Faith and so forth and in the Year of Our Lord
One thousand Seven hundred and twenty seven Between the
United Company of Merchants of England trading to the
East Indies of the one part and Stephen Popham of the other
Part Witness the said United Company have at the Request
Input and Entreaty of the said Stephen Popham and upon the
Condition and Agreement hereon Contained On the part of
the said Stephen Popham to be performed Covenanted And
Granted the said Stephen Popham to proceed to and reside
at Fort William in Bengal or any other Place or Places on the
East Indies within the Limits of the said Company's Trade
His Term to Continue in the East Indies aforesaid for the
Term of Seven years from Fort William aforesaid And
and the said Stephen Popham for himself his Heirs Executors
And Administrators doth by these Presents Covenant promise
and agree to and with the said united Company in Manner
following that is to say that the said Stephen Popham from
from the time of his Arrival at Fort William aforesaid for
and during and until the full and Expiration of Five Years
Shall and will be diligent and Constant herein from time
to time and in all Respects conformable to the Order

Company for the said Company Pardon and Remit the said
Settlement to him the said Stephen Popham
and his family & his person and goods from and out of the
Company for the purpose of his Transportation to great Britain
at the said Company Expence and in case the Ship or
Ships of the said Stephen Popham to leave the said Stephen
Popham to depart aboard and put on board such ship together
with his family & Effects and in case such Ship or Ships
Sailing or bound & Transporting the said Stephen Popham
in manner aforesaid the said Stephen Popham shall duly
Remain & remove & Repair to and with the said Company
& the said Stephen Popham his Executors & Administrators
shall & will Covenant & Agree with the said Company
& their Court of Directors & any of those Governor & Deputy
Agents Factors Commanders & officers of any such Ship or any
other person employed in any of the Matters aforesaid in or
by any Action Suit or other Suits at the Common Law or
Criminal or Equity of such behaviour from the said Stephen
Popham or of putting in bound & Transporting from the
said Stephen Popham and his family to great Britain
in manner aforesaid and in case any such Action Suit or
Question shall be Commenced or prosecuted any of the matters
aforesaid the said Stephen Popham with his Executors
& Agree to and with the said Company that the general
Ships may be pleaded and the said Company & their
Servants

Ddt. 6 Dec. 1711

To the Right Hon.ble the Mayor

Court at Mansion house

Humbly Complaining Sheweth to

the Right Court upon Oath Samuel Bentley of

Tenbury in Worcestr. Baker Inhabitant by his Agt

& Attorney of the same place Inhabitant that Ramah Carter

late of the same place Inhabitant Standeth Indicted and

gone Outlaw in the full and Just Sum of Ninety three Pds

Current Money of Great Britain at the Suit of Eight Shillings

formerly Regulated the Sum of Thirty Seven Pounds and

four Shillings as will manifestly and at large appear and at large

by & upon Record Current and on Process thereupon made Pain of

All & Singular Amercaments for the Inspection of this Honble Court to

Right upon Oath as most humbly Expressed prays the same may

be Admitted as part of this his Bill of Complaint and your

Orator further Sheweth unto this Honble that he hath frequently

& in an Amicable Manner Importuned the Payment from the

said Ramah Carter of the Said Sum of Ninety three Pounds

Current Money of Great Britain & the Said Ramah Carter

the said Ramah Carter unjustly & Unreasonably refuses

to pay the same or to give your Orator any manner of

Satisfaction Touching Sending the Premises your Orator

Ramah Rauder in Account Current with Rawlapah Moodelliar &c.

To the Amount of your Bond or Obligation of				1779 Dec.	12	By Cash Received R. C. at 350 Rupees		1	14
this Date Rupees 206				1779 July	17	By Do. A/c 3 Do.		12	36
@ 350 Rupees Pg. 20		58	36	Nov.	24	By Interest on the following Sums from the			
Interest on Pg. 58. 36. from 24 April						respective Dates of the Agreement Rupees			
1779 to the Day of Pay. 7 Months 24 Days		67	73	40		On Pg. 17. 18. 11 Months	1. 40. 28.		
						12. 36. 9 Months	1 Month 12 Days	3.	3. 40
						By Ballance		93	- -
Pagodas		126	17	40		Pagodas		126	17 40

Fort Saint George. November 1779.

E. E. Pagodas

Wm Burn Esq. Accomptant

Geo. H. Stayner

hereof to the said Matt.ew Bazaire his Executors Administrators and
Assigns to and to the proper Use and Behoof of the said Samuel
Neale his Executors Administrators and Assigns for ever Subject
to become due on the said Recited Covenant and to the Payment
thereof to the said Matt.ew Bazaire his Exec.rs Admin.rs or Assigns
to the proper Use of the same and on Payment thereof to the Use
of the said Recited Covenant and from and after such Payment
and Discharge as aforesaid The Said Matt.ew Bazaire his Exec.rs
or Admin.rs the Said Matt.ew de Bazaire or his Assigns
under him shall lawfully enter the Premises hereby
Bargained & Sold or the half of the said Messuage Tenements
& Premises hereby Allowed and Assigned and the said Sandoway
Moodily doth Covenant with the said Matt.ew Bazaire that
he the said Sandoway Moodily hath not Incumbered
Since the Date hereof or will Incumber the said Mess.e
Tenements & Premises hereby Allowed and Assigned
or any Part thereof but will Save and Keep the same or any
Part thereof Indemnified and Allowed of all lawful Incumbrances
for the Recovery whereof the said Matt.ew de Bazaire Saving
the said Sandoway Moodily harmless and from any
Costs that may happen to be Incurred thereby or Relating
the said Sandoway Moodily or his Will & Mannyfold
Moodily hath hereunto Set his hand and Seal the
Matter the 1st day of December 1779

Signed Sealed
in the Presence of

Hen.y Cafe

(91)

Mayors Court at Madrasapatnam

Madrasapatnam 16th December

1779

Present

Edwd Saltern Holland Esqr Mayor

George Taylor and Hall Esqrs

Aldermen

Pedro Lopez

(95)

Wednesday the 17th May 1779

To the Worshipful the Mayors

Court at Madrasapatnam

Humbly Complaining Sheweth unto this

Honble Court your Petitr Shaik Ahmd Borrah Shaikan Mookeem

by Birth of Johore Country of the same Place Inhabitant but Resi-

dent of the Camp of the Nabob Mookeem Shaik Ahmd Borrah

in the first Month last Year One Thousand Seven Hundred & Seventy

two Fus Pagodas Twenty four Rupees and forty four Cash Current Money

of Madras Reckoning in Sterling Money of Great Britain at the Rate of

Eight Shillings for every Pagoda the Sum of Six Hundred and Nine

Pounds and Nine Pence as Bonabank as will More fully and at

large appear by Copy of an Account Current and Copy of an Assignment

hereunto Annexed for the Satisfaction of this Honble Court and which

is prayed by your Petitr to be taken as part of this his Bill of

Complaint

And Whereas your Petitr Shaik Ahmd that on or about

the Month of February in the year of Our Lord 1776 your

Petitr prepared at the Camp at Arcott Called Coda Mooza Bahadr

to sail to Bengal and soon after which he sent his Letters on

to the said Chenapa Chetty unknown desiring and ordering him

to come to Sea on the said Ship with the Sum of 2000 Star Pags

the Property of the Said Petitr to Bengal from Coringa to Bengal

as well more fully and at large appear by the Translation of

an Extract of said Letter Marked A Copy whereof is herewith

Extract of the Annexed Letter Marked B herewith transmitted for the Inspection of the
Worlle Court May it please your Lordships to be prayed by Jean Pantaro the Defendant
of this his Bill of Complaint the Prayer of which said Bill concerns the
Exposition of the said Champak Chitty Gomashta to your Petitioner from
how Defendant And your Petitioner further Sheweth that on the Receipt of the said
Letter by your Petitioner at Rangoon your Petitioner executed a Deposition
Bond in the Name and to the said Champak Chitty for the Sum of 2000 Rupees
Conditioned to the said Two Letters Amounting to the Sum of Thirty three
Rupees and half on which Your Petitioner has the said Champak Chitty
to Segregate the said Coast Chitty Commingled without to the Day
has not discharged unto them as by the Examinations of Jean Pantaro and
Letter Marked C herewith Annexed for the Inspection of this Worlle
Lordships may Appear the Prayer of the said Letter to examine the Exposition
of the said Champak Chitty accordingly your Petitioner prays to have Process
issued out of this Worlle Court May it please your Lordships to direct the
Bond and Annexed to the said Champak Chitty Gomashta Condition
that the Body of the Annexed Person to be known Person Respectfully
Sheweth Baksh from Cossya to Rangoon and from thence Again
to Madras on Board of which Respectfully your Petitioner had the Prayer to Rangoon
Rangoon Petitioner Sheweth that about the month and half after
the said Vessell Coast Moran Baksh sailed from Cossya to Rangoon having
Servants and on the Account of which entitled your Petitioner of the said Ship of the said
Vessell Coast Moran Baksh your Petitioner arrived at Rangoon and Discovered
about the Month of December and that upon Application made
to the said Champak Chitty the Examinations of Jean Pantaro being for the
Annexed Marked D for the Examination of the Worlle Court

To the End Compts that the said Chompta Chitty Augustus And-
rupel Samuel Modeliar and Augustus Modliar aforesaid Did not so
fully and particularly as if the same were here Repeated and Interrogated
And more especially that he Any Person and Persons Did by the said
Chompta Chitty on or About the Month of July or Augt in the year
1776 Address Unto a Letter from your Orator desiring him to Insure on the
Ship Called the Condor from the Coast of Coromandel to the Bay only from Coringa to Bengal and Did he or Any Person by
Said Chitty Commanded by Order of your Orator Insure the said Sum of
on the said Ship Call immediately and the Receipt of your Orators Letter &
and Did he did not immediately upon the Receipt of the said Letter Insure on the
aforesaid Vessell the Sum of 1600 Pagodas the Risk thereof to be Run only from
Coringa to Bengal as aforesaid and Did he Any Person or Persons Insure
such Insurance for Reputation of the Policy of Insurance and Did he or the said
Chompta Chitty did not direct the said Said Chitty Commanded to inform
your Orator of the said Chompta Chitty having in Pursuance of the said Policy
of Insurance conformable to the directions and order of your Orator and at
the same time desiring your Orator whereas that at Liberty for to Execute
a Respondentia Bond for the Amount of the Insurance Premium on the
said Sum of 1600 Pagodas number but Amounting to the Sum of 1700 Pagodas
and also for the Sum of 62 Pagodas half being the Ballance of an Account
then owing and due by your Orator unto the said Chompta Chitty
for money and due by your Orator unto the said Chompta Chitty
and Did he the said Chompta Chitty did Procure from your Orator
or Did he the Said Chompta Chitty did Procure from your Orator
as soon as the Policy could Admit thereof a Respondentia Bond
executed in the Name of the said Chompta Chitty for the Sum of
1700 Pagodas and Did he your Orator did not Order the surplus
after

Chamfield Chitty to be Summoned And Appeared by the Sheriff of Fort St. George
Esqr. Mayor aforesaid and the Aldermen thereof Severally 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 Respond Obey and
Fulfil of Complaint and further to Stand to and abide by such Order
And Decree therein as to this Honble Court shall seem Meet

[illegible] day 1779

This Bill was Sworn to in Court
the Day of Appearance the Defendants
to the Honble Court Day

Bopham
Att. Complt.

George Proctor
Mayr

A

Copy of a Letter from Fort St. George dated the 2nd January 1776 to the Hon'ble Court of Directors

Sir

Herewith we have the Honor to transmit you Copy of a Letter we have received from Bengal, and of our Answer thereto, which will inform you of the Reasons that have induced us to Suspend the Sailing of the Ships Lord Camden and Duke of Grafton for England, and to Order the Latter to Bengal to take in the Remainder of her Cargo.

We are Sir Your most Obedient Humble Servants

Fort St. George
2nd January 1776

Thomas Rumbold
Stephen Lushington
Edward Monckton
Thomas Pigot
Hugh Boddam
Alexander Davidson
Charles Stevenson
Richard Benyon
Thomas Oakley
Robert Palk
Thomas Hodgson
Thomas Mackett
Thomas Hallifax
Thomas Morse
Thomas Sheppard
Thomas Graham
Thomas Hodgson
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Thomas Sheppard
Thomas Graham

B

Translate as near verbatim as the Letter of the Letter said to have been Written by John Abdall Cassack from Rangoon to Cheerapak Chitty of Madras bearing Date December 20th 1776

Whereas you have Called Candoo Menna Bakeram by way of Bengall & last ordered you must have heard of it you Have Incurred the Loss and Amount the Sum of 11000 Pagodas In Case you have not you must Insure the Same and Keep in your Custody

A true Copy

Popham

C

Translate as near verbatim as the Letter of the Letter said to have been Written by John Abdall Cassack from Rangoon to Cheerapak Chitty of Madras bearing Date December 20th 1776

Whereas you have Called Candoo Menna Bakeram by way of Bengall & last ordered you must have heard of it you Have Incurred the Loss and Amount the Sum of 11000 Pagodas In Case you have not you must Insure the Same and Keep in your Custody

A true Copy

Popham

Owing to you and adding Interest the Sum of Thirty three and half Pagodas which Amounted to the Sum of Five hundred Pagodas for which Amount I have duly Executed a Respondentia Bond by Virtue of that Letter of Credit Dated the Eighth Instant to be Due on Bond the Ship Call'd the Hector Burthen Three Hundred Tunns for which Bond I have with Interest upon it Three and half Pagodas the Hundred of the Said Amount of five hundred Pagodas to be Allowed to Insurers and the Policy of Insurance you have and Keep by you as Security for the Said Amount of the Respondentia

A true Copy

Popham

D

Translate as near verbatim as the Letter of the Letter said to have been Written by John Abdall Cassack from Rangoon to Cheerapak Chitty of Madras bearing Date December 20th 1776

Whereas you have Called Candoo Menna Bakeram by way of Bengall & last ordered you must have heard of it you Have Incurred the Loss and Amount the Sum of 11000 Pagodas In Case you have not you must Insure the Same and Keep in your Custody

A true Copy

Popham

To Sue for and Recover the same or any part thereof Together with such Costs and Charges thereupon and for the Monies to be Allowed and taken to Credit and Account the said Sohon Tawney for the Use of the Allowed and taken shall Compell and Oblige the said Said Abdul Razak Merchant to Execute to the said Sohon Tawney that he the said Shake Abdul Razak hath Not Executed or with the said Monys or any part thereof Neither Shall or will Release and discharge the same or any part thereof but will own and Allow of all Lawfull Pleadings for the Recovery thereof by the said Sohon Tawney Saving the said Said Abdulla Razak harmless of or from any Cost that Shall or may happen thereby In Witness whereof the said Shake Abdul Razak hath hereunto Set his hand and Seal in Madras this Nineteenth Day of April in the Year One thousand Seven hundred and Seventy Nine

Signed Sealed & Delivered in the Presence of

John Low

Thos Bispham

Signed Sealed & Delivered

Shake Abdul Razak (L.S.)

Duplicate

Amount of the said Complainants from Coringa to Bengal and Also that he
was to have Wages to the Pagoda of the Country Marked A and B
Answers to the Complainants Bill of Complaint to the Defendant Rowe
having Answered the Bill Marked A and to be Answered by Charles Chitty
the Defendant or one the Bill Marked B and to be Answered by Lady Chitty
Complained to the Complainant in the Country the Defendant Charles Chitty
that the whole of the Charges in consequence of the Complainant Shamp
and Joyce the Defendant to prevent the Complainants and his Bill of Comp
-lays shou'd not Abate the Month of May 1776 he the Complainant proceeded
Vessell at Coringa to Sail to Bengal and soon afterwards he the Def
Letter one to the said Charles Chitty Moving the Defendant for Leave
to Amend and Redress them to Answer the said Vessell the Sum
2000 Pagodas the Answer of the said Charles Chitty Moving the
Said Bill of Complaint praying a Dismiss to a Translate of the Said
Copy of a Letter Marked A and the Original Answer of Dismiss of
the Said Charles Chitty the Defendant Sworn to the Complainant praying
Dismiss and Answer to the Defendant says that Answer of Dismiss
of the Said Letter never came to the Knowledge the Next Letter that by the
Date of the Said Translate being Between the Year 1776 & Dismiss that
Peter never given to Answer the Sum of 2000 Pagodas on the Coast Moran Bar
from Coringa to Bengal Thereat by an Injunction to the Bill of Compl
Should Appear that Money Came to Settle on the Month of July following
Year Mentioned Mar the of Answer the said Dismiss Defendant
that the Complainant further Says in the said Bill of Complaint
that Soon after the Letter concerning the Setting out of the said Ship
Said Letter one the Said Charles Chitty Moving the
Defendant for Answer be Amended and Redress to Answer to the

Barker of forbearing Assumpsit or Action to the said Defendant Saying
saying that the said Cody Chilly Comarapah and Barker or some other Especial
Agent and formed Attorney of the Complainants attendes such measures
and taken by such of the Inhabitants of Madras as had any Transaction
or dealings with the said Complainants to the Defendant further Answering
and Saith that he knows knowing any Instruction from the Complainants
to Insure or on the Complainants in any Manner Sale Shew any Conduct Saying
or knows that the Defendant agreed to Complainants Such Instruction or that the
Defendant in any Manner of Sort promised the said Ship to be safely
the Defendant not being either an Agent or formed Attorney for the Complainant
Neither did he the Defendant interfere in the Affairs of the said Complt
Longstone or Lanes for doing anything that to be the Case for Argument
Only the Defendant would be entitled to Agency or to be Rewarded
for his Trouble which is not the Case in the Present Instance no Condition
or Brokerage is Charged to the Account of the Defendant the said Defdt
further Says that he did not Cause to be insured with the Insurers the
Sum of Five thousand Six hundred Pagodas mentioned in the Defendant
was in possession of the said Letter or of the said Letter Marked B
the said Defendant Admits that he received Two Letters from the
Complainant the One dated the 20th Sept. 1775 and the other
Dated on the same Month in which two Letters were delivered to the
Defendant by the said Cody Chilly Comarapah one of them
Letter under date the 21 Sept. 1775 Letter therein expressed that the
said Complainant had freighted two Vessels from Rajahs
Body Range for Pegue that time for receiving Paintings &c goods
and Merchandize for that Port and the Defendant would

Appears of going on of the Complainant to the Defendant but Signify the Said
Cody Chilly Comarpah to Signed her Name the Complainant Brought Before
him the Said Defendant the Principal Sum of 50 Pagodas and Known as your
Voyage to Bengal and the Reasons and Interest on the Defendant for the
Said that the said Cody Chilly Comarpah as Promise Bound to the Said Complt
and Promise his Order for Payment of the Said Principal Sum of Fifty
Pagodas with the Reasons and Interest as the Said Account the Application
was by the Defendant Made to the said Cody Chilly Comarpah frequently
for Payment and as often delayed by Saying her Master the Complainant would
send the Money and as soon as he Received the Same Should be paid to
the Defendant that Defendant further Answereth and Saith that in the Month
of February 1776 the Said Cody Chilly Comarpah as the Further Agent
Aforesaid of the said Complainant brought a Defendants Bond for
2000 Pagodas Signed and Sealed by the Said Complainant which was
Signed Corresponding on the Vessell Called the Madras Packet from Cuncapa
to Pegue and from thence to Madras at the Date of Writ the Said Cody Chilly
Comarpah informing this Defendant that the Complainant was Ready to
Sail on the Said Vessel for Pegue Requesting this Defendant that after deducting
What Might be due on the Expenditure to Bengal the Ballance Might
be paid to the Said Cody Chilly Comarpah for Account of the Complt
Which this Defendant Refused accordingly at the time that the
Complainant might have Desperate Circumstances and Earnestly
Requested the Payment of the Principal Sum of 50 Pagodas with the
Reasons and Interest due thereon this Defendant further saith that
the said Cody Chilly Comarpah Repeating his Applications on behalf
of the Said Complainant the Strong this Defendant that the Employer
the Complainant had Intended them to remain 2000 Pagodas on his

(A)

Defendant by one of his Humble Counsel to Answer the Answer Bill of
Complaint of the Complainant Sir Thomas Pasley Baronet Plaintiff
B
to the Complainants Counsel to be perused who Produced the Bond
Marked B with the Complainants Bill of Complaint Mentioned
B
and Signed by the Defendant for the Sum of 2000 Pagodas
Dated the 28th of January 1776 and Signed by the Defendant
Sealed and Delivered in the Presence of us
Thomas Pasley
Thomas Pasley Junr
Thomas Pasley

Defendant by his Counsel Produced a Letter Dated the 28th of January
1776 Signed by the Complainant Sir Thomas Pasley Baronet
Directed to the Defendant and Marked C which Letter the
Complainants Counsel Admitted to be the Letter Mentioned
in the Defendants Answer to have been Received by the
Defendant from the Complainant Sir Thomas Pasley Baronet
and Desired the Same might be Read which was Accordingly
Read and is as follows Viz.
C
Sir Thomas Pasley Baronet Complainant
Defendant
B
Defendant by his Counsel Produced a Bond Dated the 28th of January
1776 Signed by the Defendant Payable to the Complainant
Sir Thomas Pasley Baronet Marked D which Bond the
Complainants Counsel Admitted to be the Bond Mentioned
in the Defendants Answer to have been Executed by the
Defendant to the Complainant Sir Thomas Pasley Baronet
and Desired the Same might be Read which was Accordingly
Read and is as follows Viz.
D
Sir Thomas Pasley Baronet Complainant
Defendant

Defendant by one of his Humble Counsel to Answer the Answer Bill of
Complaint of the Complainant Sir Thomas Pasley Baronet Plaintiff
B
to the Complainants Counsel to be perused who Produced the Bond
Marked B with the Complainants Bill of Complaint Mentioned
B
and Signed by the Defendant for the Sum of 2000 Pagodas
Dated the 28th of January 1776 and Signed by the Defendant
Sealed and Delivered in the Presence of us
Thomas Pasley
Thomas Pasley Junr
Thomas Pasley

Defendant by his Counsel Produced a Letter Dated the 28th of January
1776 Signed by the Complainant Sir Thomas Pasley Baronet
Directed to the Defendant and Marked C which Letter the
Complainants Counsel Admitted to be the Letter Mentioned
in the Defendants Answer to have been Received by the
Defendant from the Complainant Sir Thomas Pasley Baronet
and Desired the Same might be Read which was Accordingly
Read and is as follows Viz.
C
Sir Thomas Pasley Baronet Complainant
Defendant
B
Defendant by his Counsel Produced a Bond Dated the 28th of January
1776 Signed by the Defendant Payable to the Complainant
Sir Thomas Pasley Baronet Marked D which Bond the
Complainants Counsel Admitted to be the Bond Mentioned
in the Defendants Answer to have been Executed by the
Defendant to the Complainant Sir Thomas Pasley Baronet
and Desired the Same might be Read which was Accordingly
Read and is as follows Viz.
D
Sir Thomas Pasley Baronet Complainant
Defendant

Defendant by one of his Humble Counsel to Answer the Answer Bill of
Complaint of the Complainant Sir Thomas Pasley Baronet Plaintiff
B
to the Complainants Counsel to be perused who Produced the Bond
Marked B with the Complainants Bill of Complaint Mentioned
B
and Signed by the Defendant for the Sum of 2000 Pagodas
Dated the 28th of January 1776 and Signed by the Defendant
Sealed and Delivered in the Presence of us
Thomas Pasley
Thomas Pasley Junr
Thomas Pasley

Defendant by his Counsel Produced a Letter Dated the 28th of January
1776 Signed by the Complainant Sir Thomas Pasley Baronet
Directed to the Defendant and Marked C which Letter the
Complainants Counsel Admitted to be the Letter Mentioned
in the Defendants Answer to have been Received by the
Defendant from the Complainant Sir Thomas Pasley Baronet
and Desired the Same might be Read which was Accordingly
Read and is as follows Viz.
C
Sir Thomas Pasley Baronet Complainant
Defendant
B
Defendant by his Counsel Produced a Bond Dated the 28th of January
1776 Signed by the Defendant Payable to the Complainant
Sir Thomas Pasley Baronet Marked D which Bond the
Complainants Counsel Admitted to be the Bond Mentioned
in the Defendants Answer to have been Executed by the
Defendant to the Complainant Sir Thomas Pasley Baronet
and Desired the Same might be Read which was Accordingly
Read and is as follows Viz.
D
Sir Thomas Pasley Baronet Complainant
Defendant

Defendant by one of his Humble Counsel to Answer the Answer Bill of
Complaint of the Complainant Sir Thomas Pasley Baronet Plaintiff
B
to the Complainants Counsel to be perused who Produced the Bond
Marked B with the Complainants Bill of Complaint Mentioned
B
and Signed by the Defendant for the Sum of 2000 Pagodas
Dated the 28th of January 1776 and Signed by the Defendant
Sealed and Delivered in the Presence of us
Thomas Pasley
Thomas Pasley Junr
Thomas Pasley

Defendant by his Counsel Produced a Letter Dated the 28th of January
1776 Signed by the Complainant Sir Thomas Pasley Baronet
Directed to the Defendant and Marked C which Letter the
Complainants Counsel Admitted to be the Letter Mentioned
in the Defendants Answer to have been Received by the
Defendant from the Complainant Sir Thomas Pasley Baronet
and Desired the Same might be Read which was Accordingly
Read and is as follows Viz.
C
Sir Thomas Pasley Baronet Complainant
Defendant
B
Defendant by his Counsel Produced a Bond Dated the 28th of January
1776 Signed by the Defendant Payable to the Complainant
Sir Thomas Pasley Baronet Marked D which Bond the
Complainants Counsel Admitted to be the Bond Mentioned
in the Defendants Answer to have been Executed by the
Defendant to the Complainant Sir Thomas Pasley Baronet
and Desired the Same might be Read which was Accordingly
Read and is as follows Viz.
D
Sir Thomas Pasley Baronet Complainant
Defendant

become the Legal Owner of the Amount due to the Defendant for her Annuity
And Saith that the Complainant has Charged in his Bill of Complaint
that the Letter marked D. to the Bill of Complaint Mentioned was
Written by the Defendant to the Complainant Requesting
of the Complainant to Pay the Defendant the Amount of her
Annuity Due at Christmas last Past and the Defendant
Saith that the Complainant has Received the Letter
Marked D. to the Bill of Complaint Mentioned but
Denies that the Defendant Requested the Complainant
to Pay the Defendant the Amount of her Annuity

of the Ship in her Passage to Bengal and how in Consequence Wrote to the Def.
to Insure the Ship on the said Policy Notwithstanding that the necessary
Preparations for the same being Completed for the Complainant and sent
in the said Letter that the Insurance being for 2000 Pagodas on
the Policy Effected by him the Complainant to Barker Agent for and
the aforenamed Cody Chitty Comarapah was the Sum of 1600 Pagodas
Only that he could Not procure any larger Sums to be underwrote the
Defendant further by way of Answer and by leave of this Honble
Court begs to Observe that since there has been a Summary Letter written
by the Complainant as he says therein mentioned to this Defendant that no
Answer Should have been returned in Writing to the Complainant
from this Defendant and if there had that same these Should be
Shewn And Exhibited &c. this Defendant the remainder of Such Exhibits
And the Neglecting to Charge therein in the Bill of Complaint and
Also the Neglecting to Set forth the Promises and undertakings of
Any by the Complainant made Concerning the Premises from the
Bill of Complaint are known Standers brought for no other purpose
than to harass perplex this Defendant and to Some Some particular
purpose unknown to this Defendant this Defendant further Answereth
and Saith that Soon informed that when the said Cody Chitty
Comarapah Received the Intelligence of the Loss of the said Ship
in her passage to Bengal he Applied as the Broker Agent or
Somastah of the Complainant to the Gentlemen whereunder
Wrote the Policy of Insurance and demanded the Payment of the
Amount of the Policy Acquainting the said Gentlemen of the Loss

the Complainants Including the Interest Money Ever to be Allowed for Suspending
the Defendant to have Covered the Amount of Sd Mortgage with the Him
to pay Interest only there be a Special agreement for that purpose and
to Check Charged that paid to Sally Chilly Comaraspah and there
Interest known the Answer fully discovers the Defendants Knowledge
of a Deposit of the said Lands for the whole Amount of the 200 Pagodas
Which Sum at Respondentia or Bottomry mentioned Excepting the Credit
side of the Complainants Account Current which the Answer for the
Complainant to set forth the Day of the Respondentia Bond
from for Figure and when the Amount of Mortgage or Order that the Account
of the Partnership Might be properly Adjusted and Satisfactorily
Settlement which Account of the Said Respondentia the Defendant there
frequently Requested from the Complainant and to
to him but which he could Never Obtain from Various frivolous
pretenses which was to the Great Injury of this Defendant and Making known
his intention of preferring a Bill of Complaint Agt the Complainant for the
for the said Respondentia Bottomry Mentioned Complainant of the Compts
to be preferred Agt him this Defendant further Answereth and Saith
to all and every the particular Interrogatories Set forth by the Compts
in his Bill of Complaint to the same of Thomas Ingrim Saith
Answer he this Defendant Saith that he doth to have Received Letter
from the Complainant in the Month of July 1776 Desiring this
Defendant to Procure the Respdt Called Cander Mercan Bark for 2000
from Tonga to Bengal the Defendant Acknowledges that the said
Lady Chilly Comaraspah on Account of the Complainant desired this
Defendant to Procure the said Loan of the said Bark which this

The Defendant Ritcher to have heard by Collect Defendant Thomas that the Com-
-plainant Expecting the same the Defendant Contrary to agreement of the Defendant
further Answereth and Saith that he doth not know or believe that he received a Letter from the
Complainant at Bengal Mentioned that he of the 8th of December 1776 Specifying
the Intelligence the Complainant Received of the Sale of the Defendants Ship
to Bengal in which Letter Should have been Marked D mentioned Specified
or an Enclosed Marked A which Letter Ought to have Remained the Defendant
Respectfully and Humbly Conceiveth and the Complainant the Defendant
Ritcher that he Received a Letter from the Complainant Dated the
Bengal the 2d March 1777 wherein he Acquainted the Defendant of the
Insurance for 2000 Pagodas he had Effected for the Defendant on the
Letter Marked C N. Save that he Remembers the Defendant Specified in the
Defendant further Answers that he Attended the said Lady Chetty
to Make any Answer to the said Letter and the Defendant Lastly
saith that he has an Order from Mr. Alexander Dalz
the 28th of 1777 Marked by the Complainant F and Annexed to the
Bill of Complaint this Defendant Saving all and every Exception
and Things in said Bill Contained Mr. Allegged Ag[ainst] them

All Which Matters and Things this Defendant is
Ready and Willing to Verify Maintain and Prove as this Honble Court Shall Think Proper and Humbly Pray
that the said Bill of Complaint may be Dismissed with Such
Costs as to this Honble Court Shall Seem Meet

Charles Brounfield
Solr for Defendant

No 3

C. N 3

Translation of a Letter in Persian from the Shahbandar Khoja to Cheyspah Chitty Patan in Rangoon the 2d March 1777

Shaw Kuli began Letter by Pyau Shah the Contents of which you will Know According to my last Letter Shaw Ismail from the said Mahomed Eusf the Sum of 1600 Rupees borrowed upon Agreement in Writing that the said Sum is to be paid to Within Three 21 Days after the Departure of the Ship Lange on board the Pork Mahomed by the Grace of God and also Shaw Isaka from Syo Khan the Sum of 1200 Rupees that gave him an Agreement in Writing to pay him at Madras 21 Days after the Safe Arrival of my Little Ship on the Coast of Madras by the Grace of God I have Received here Sum of Pags 2800 upon my Two Ships and have drawn for the same to be paid at Madras 21 Days after the Safe Arrival of these Ships for which Money Shaw Ismail is Responsable to Shroff Cojee And Pawn the Sum at Interest and dispatch the Goods upon Disposition the Invoice Bills and Shipboard Signed Bill. Money at Interest I pay to those people and take My Bonds and keep them upon my Disposition In Case Boodathy Banyan Agent for Comandah Cornegeen will Know him one of all Transaction and settled done before Banyan Government Will Know him one of keeping all the Accounts by them one Bill they Shew to pay off the Money Above Mentioned Shall be settled as the Pawn given Being to Cornegeen if he may good to pay them within the 21 Days as agreed on Part of the Market from me Will Write I hope and my Above to my Comparition with the Agent for Comandah of Pork and keep the Goods upon my Hands and Accounts Shall by first by Cojee

Shaw Ismail

(1367)

(23)

D 18

Filed 21 Sept 1779

The Replication of

Thomas Cosby Esqr Complainant

To the Answer of Thomas Bolton Esqr Defendant

This Repliant saving to himself all Manner of Exceptions to the Defendants said Answer for Replication thereunto saith that he will aver and maintain his said Bill of Complaint to be true certain and sufficient in the Law to be answered unto by the said Defendant and that the said Defendant's said Answer is very uncertain insufficient and untrue and for Replication thereunto saith that the Defendant hath not made a full true and perfect Discovery of the Matters and things charged in the Complainants said Bill of Complaint to the best of the Knowledge Remembrance Information and Belief of the Defendant as he ought to have done and as by the Rules of this Honble Court he is compellable to do and this Repliant further saith that the Defendant hath not in his said Answer set forth a full true and perfect Account of the Sum of Money Goods and Effects which came to the Hands of him the said Defendant or to the Hands of any other Person or Persons by his Order for his Use or which he or they hath or have or at any Time had or have by his Order for his Use and which ought to be accounted for to the Complainant as he in his said Answer hath pretended to do and this Repliant further saith that the Defendant hath not in his said Answer set forth a full true and perfect Account of all Sums of Money by him received or paid on account of the Premises in the Complainants said Bill of Complaint mentioned or of the Reasons why he hath not received and paid the same and this Repliant further saith that the Defendant hath not in his said Answer set forth a full true and perfect Account of all Bonds Bills Notes Securities Contracts Dealings Transactions and Things whatsoever touching or concerning the Premises in the Complainants said Bill of Complaint mentioned or any Part thereof or of the Reasons why he hath not done so

of the Translation of an Obligation Bearing Date the Second day of May
Anno Domini and by the Means of the Defendant only for Answer unto the Honble
Court Mr. Cartwright on Oath that the said Obligation Bearing Date
and which Obligation Dated the 2d day of May
Edward Lowndes an Account of the Defendant the Above Mentioned
said Obligation on the Custody of the Defendant before the Summons
According to the Instruction of the Defendant in her said Letter to the Defendant
Notice Relating unto the Defendant that at the hearing of
of the said Letter on her Answer to the Defendants Bill of Complaint and
further Appears by the said Obligation that the said Obligation Contains
Defendants hands a Copy of the Translation of which said Obligation is
Annexed Marked H for the Inspection of this Honble and prays Judgment
report of the hon Bill Replied the Original Writing of the Defendant Produced
Pardon to Expound the Same before this Honble Court the Defendant can
that it may be seen the Defendant Mayor that Same the Letter written
to Cathy Chitty Comanspath a Copy whereof Marked B is Annexed to the
Bill of Complaint that the Defendant says that the Defendant was
Innocent Informed of the Contents thereof by reading Exhibition of the said
Policy of Insurance and of the Interest of the Same vests the Defendant and
Which said Letter the said Cathy Chitty Comanspath delivered the Defendant to
Executors Respondentia Bond in favour of the Defendant for the Sum of
1066 Pagodas Subject to the Payment of the Principal Sum of 533 Pagodas
Respondentia and 133 Pagodas for maritime Interest and the Sum of 1066
the Insurance Premium Mentioned by the Defendant and the Defendant
which Bond Sum Justly Appears to be Above Mentioned Sum of 1066
Pagodas and the Defendant says that the Defendant that the said Cathy

the Goyanats by the delivery unto the said Mr Mabille Cordeboh the ori-
Obligation a Copy of the Charter Party for Bundel B and the Defen-
dants that the Subsidy of the said Obligation Appears to be Strange
from the said Declaration in as much as the Sum Expressed in
the Goyanat Mon and the Sum mentioned Both in the Goyanats Mon
a Copy of the Translation hereof is herewith Annexed for the Inspe-
of this Honble Court and Marked A and Insists that the Plaintiff Appears
that the Defendant did Cause the said Ship of Plaintiffs to Receive
Sum of 1600 to the Consideration Amount of the Assurance by the said
Goyanat Merchants and that the said Ship was on the Expedition
of the said Defendants Assurance to further Says that by the
Letter of the Translation hereof a Copy Marked A. & Produced
to the Defendants Answer to the Plaintiffs Bill that the Com-
mencing for the Plaintiff to Show all Just Exceptions as the same
would have any influence on the Plaintiffs Claim of the said Defe
but during the Currency of this Honble Court Hereafter Defendant
mencing and intended to be Produced and Proved Respectfully
attending to Compel the Court of Commissioners Merchants Lincoln
the Defendant Saith that the Capitation given by the said Defendant
as to their Ship to be Sent on a former Voyage to Bengal and
the premium thereon the same is entirely Safe for the Assurers
Saith the Defendant was entitled unto the Compliment on Account
of the former Voyage the Sum of 30 Rupees and Seventeen thousand
Rupees for which Sum of Rupees upon Rupees Insurance
Premium entered the Defendant Paid to the Insurers on the Account

Bridget and the Defendt and that she had from the Defendt's Agent or Servant declared & informed that the Surname of the Defendt's Husband was Chitty & that the Christian Name of the Defendt's Husband was John & that the Defendt's Husband had been for many years last past Resident in Ireland & that the Defendt's Husband was then in Ireland & that the Defendt had received a Letter from her Husband dated from the City of Dublin in Ireland & that the Defendt had received the said Letter into Court & that the Defendt had produced the said Letter in Court & that the said Letter was then in Court & that the Defendt had produced the said Letter in Court & that the said Letter was then in Court & that the said Letter was then in Court & that the said Letter was then

G

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Common Pleas Between the Said Abraham Lowe and Polly Chitty Complaint and Peter the Said Defendant to pay the Amount Lawfully due to the Said Abraham Lowe and Polly Chitty Complaint Which Amount of the Said Sequestration They the Said Abraham Lowe and Polly Chitty Complaint have Received from the Commissioners which now Commissioners by the Said Peter have Entered into Bond with Sufficient Security for the Discharge and Payment to the Said Complaint Chitty without any Compensation Whatsoever

Peter Lopez
Peter

Dated 1st Mar 1773

The Demurrer of Elizabeth Chitty
of Madras Merchant Complainant to the Defendant's
Cross Complainant to the Exhibition of Abraham
Abdul Rogack of the Same place Merchant by his Atty
John Fleming Complainant and Cross Deft

The said Defendant by Protestation Not Confessing
all or any the Matters or things Charged by the Said Exhibition to be true in Manner and form as the Same are therein and thereby
Set forth and Alledged doth Demur thereto and for Cause of Demurrer
Sheweth that he is Advised that the Several Matters
and things in the Said Exhibition Contained are and be Insufficient in Law
for this Defendant to Answer unto but that there is good Cause of Demurrer
therein and therefore that the Said Defendant doth Demur thereto
and for Cause of Demurrer the Said Defendant doth Shew that the Complaint
in the Exhibition as Amended is Exhibited Contrary to
the Course and Practice of this Honble Court and is
to be a Foundation of some Further Proceedings Pleas Answer or Disposition

6

Same to observe that the Exhibit of Marked C is Annexed to the said Replication
as a Copy of Translate from Some unknown Language of no Manner sorte that
the Defendant gave Order to pay a Sum of Money to another Person then upon
Delineation appears More properly to be a Deposition Which ought to have
been taken before the Examiner and upon Notice unto the Defendant to Suppose
his Knowledge upon the Truth of the Contents of the Delineation the said Defendant
further Says to plead any thing or Writing the Same Must be shewn to have
been duly made and Executed with a proffer of Such Deed or Writing to the Court
both Law and Equity the Said Says Warrants this Partition in Order to prevent
frauds occasioned by forbearance Title Deeds in Order to dispatch good Conveyance
of this property The Said Defendant further Says that by the Copy of the
Translate it does not Appear from What Language the same is Translate the
same been Signed by any One Member the Translate Authenticated by the
by the Court Interpreter for which Errors and imperfection and for the
Causes herein before Alleged the said Defendant does demur to so much
of the said Copy of the Translate Marked C and for further Cause of Demurrer
the said Defendant Says that the Complainant hath in his said Replication
annexed another Exhibit Marked H and thereby Signed by the Defendant
Which the Defendant Says does Not Object in Law as being a matter
different from and not applicable to the Defendants Agreement
the Original Declaration not being made in the form of Law nor Set forth
in due form of Office and therefore to all intents and purposes of good
Declaration Estoppel to enquire and dispute the Power of the Defendant
But doth not Appear Evident from the said Copy of the Translate
Marked H neither does Appear that the Original was Signed by the
Party or that it was in that Language the Original is in
in the Translate as Authenticated by the Court Interpreter as aforesaid

nor

Now Can the Original Defendant or Exhibitor Defendant Affidavit Copy of the Defendant Agreement the Defendant Answer thereto Negatory Stating that the Defendant never Executed Answer Affidavit of Such Exhibitor and especially Such Exhibitor Corporation Contents pursuant of Covenant in the Said Indenture to Assign these Negatory Exhibitors and that the Allegations Copy of the Said Indenture marked H mentioned Copy Exhibit by Exhibit A Chitty & Co delivered by Thomas Chitty the Defendant Solicitor Vendor for him to get Rec. Thomas Cann mentioned Such Exhibit is Not Charged by the Defendant to have been done the Said Defendant further says that by Setting up and Exhibiting of these Answer Pleadings and proceedings taken place which is contrary to Law and the practice of all Courts of Record the Defendant further says that Such pretended Exhibits have Affidavits by the Defendant to Bill of Complaint and the Defendant charged with the same as the Defendant ought not Affidavit to have Answered Demurred and Pleaded by the Defendant to Such Bill of Complaint and the Defendant ought not Affidavit to have Answered Such Matters and Such for Defendant Affidavit to have Answered Pleaded Demurred for the Defendant Affidavit to Bill of Complaint and to Affidavit Such Matters Answered Pleaded by the Bill of Complaint and to the Affidavit of the Defendant Further says that Such Exhibits Affidavit from the Defendant to the Said Bill of Complaint Affidavit Such Matters Answered Pleaded by the Defendant Affidavit

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(82) (83) (155)

Absolutely Necessary to be Introduced in his said Replication in Support of his said Bill of Complaint and to Repel the Several Matters and things Set forth And Alledged by the said Defendant in his Answer Notwithstanding the Several Agreements Made Use of by the said Defendant to the Contrary in his said Demurrer and this Replicant further Saith that he does not admit that the Writing Mentioned in his said Replication Marked Letter H is not Contrary to Law and the Known Rules laid down for Pleading as the said Writing is and by Many Means Foreign to the Matters in Question in this Cause but on the Contrary the Same is Relevant thereunto And Absolutely Necessary to be Introduced in his said Replication in Support of his said Bill of Complaint and to Repel the Several Matters and things Set forth And Alledged by the said Defendant in his Answer Notwithstanding the Several Agreements Made Use of by the said Defendant

Wherefore and for diverse other good and Lawful Causes this Replicant prays that the said Demurrer may be dismissed With Costs and the said Defendant be Appointed a Short Day to Rejoin

Replicant

Replicant

Replicant

Extract from the Minutes of Court Held at the Town Hall on Tuesday the 24th Day of January Anno Domini 1780

Present

Edwd. John Holland Esqr. Mayor

George Proctor and William Webb Esqrs.

Aldermen

Shake Abdul Rezack by his Atty John Lewis

versus

Thoraiyah Chitty

Bill and Copy of Extract of Letters Marked ABCDE and Copy of an Answer and Recantation thereof

Answer to the Complaint Marked ABCD and E

Replication and Copies of Papers Marked G and H

Rejoinder and Copies of Papers Marked G and H

Counter Part

The Defendant

Complainants Representation the Defendants Answer the Replication and Rejoinder and the Papers on both Sides being the Complainants Bill and Copies of Letters Marked ABCDE and F and Copy of the Answer and Recantation thereof

Answer and the Papers Marked ABCD and E thereto the Replication and Copies of Papers Marked G and H thereto the Rejoinder to the Replication the Evidence Hearings Pleadings and Arguments Made Use of by the Parties on the Consideration had thereon. The Court was of Opinion that the Pleas made Use of by the Defendant in his Answer urged and Insisted upon This Court doth therefore think fit to Order and doth Accordingly Order that the Complainants Replication be Dismissed with Costs

Days given the Complainant till the 21st March Next to Reply and Dispatch of which the Cause will be Heard on the Defendants Answer

Mayors Extract

This 8th May 1779

To the Worshipful the Mayor

Court at Madraspatnam

Humbly Complaining Sheweth unto the Worshipful Court Your Orator Sabi Saamy of Post Town Georges Merchant Administrator to the Estate and Effects Unadministered of Ponnusamy Moodeliar Late of Madras Inhabitant Deceased That Ramasfatnam of the Same Place Inhabitant Aforesaid Died Intestate on or about the Month of March Anno Domini 1778 Leaving Your Orator as Administrator aforesaid Entitled to the full and Just Sum of 650 Pags 14 Fanams and 20 Cash Current Money of Madras Working in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Two hundred and Sixty Pounds Ster. The Wages and Reward

a lifetime Annuitant to the Estate and Effects of the said Pembakiew Annakitham. And likewise by Petition of the said Pembakiew Comaree did propose himself and his person to pay the Arrears of Rents stated unto the said Pembakiew Comaree Coonadeen in his lifetime but upon Matter how he right to the said Pensyon Obligation and such other pretended Debts upon Estate thereupon praying a personal Relief such as this Honble Court shall offman agreeable to Equity and good Conscience. To the End therefore that the said Ramapatrun may upon his compeard Oath full Discovery and perfect Answers 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 more Especially that he the said Ramahatrun may set forth whether upon or after the Demise of the Annuitant as aforementioned or such other person Master hereof right to the said Pensyon Obligation and if the same is not of his Act consent and procurement and how often the said Pelatamby or his lifetime did Demand payment and how he Defendant and how often the said Pembakiew Annakitham did Demand and of the said Ramapatrun not as often promise payment and since the Decease of the said Pembakiew Annakitham why neither the said Pembakiew Comaree did not only as next of Kin but as Executor of the said Pembakiew Annakitham Demand payment and What Reason the same was not paid and whether he the said Ramapatrun does not believe in his Conscience that the said Pembakiew had in his lifetime a Right to recover the said Sum of money or any part thereof and whether he the said

Ramapatam hereinafter called the Plaintiff and Ramapatam hereinafter called the Defendant the Sum being the Penalty of Payment upon Default aforesaid Sum of Pag.s 1400 Fanams and 20 Cash together with Costs of Suit Interest as herein after shall become due and payable by the Terms of this Suit

And it appearing to the Court that due Notice of the Plaintiffs Petition to be summoned and hearing and determined by the Court of Choultry at Fort Saint George Town of Madraspatam and the Defendant hereof personally to be called upon to appear before the Court at the Court House at the Time and Place to be by the Court for that purpose appointed and appointed there and there to answer the Plaintiffs Bill of Complaint and further to stand to and abide by such Order and Decree therein as the Court shall Think Just

Chas Bromley
Advocate

Madras 30th April 1776

I Ramapatam the Interpreter to the Court of Choultry of Fort Saint George Town of Madraspatam and the Districts thereof duly Sworn on the Holy Evangelists of Almighty God do Declare that the Writing hereunto annexed is a true Translation of the Petition exhibited to the Court of Choultry aforesaid by Ramapatam Plaintiff against Vellaiyan Defendant

side of Sollavaram Mamaram and on the West Side of Pallah Thinam Paladah Togah hereunto the Appurtenances thereunto belonging or Appertaining Which said Sum of 1400 Pagodas I promise to pay on the 10th day of May 1776 with Interest at the Rate of 12 p.r Cent p.r Annum And in default of Payment to deliver the said Gardens According to Valuation of Some p.rsons and of the said Ramapatam and Interest thereon Shall give unto him a Mortgage Bond Writing for the same and Consent Witness Shadashiva Moodeliar and Vellaiyah by their Knowledge Drawn by Krishnamadah

Witness's Signed
Shadashivah
Vellaiyan

(Signed)
Ramapatam

A true Translation as near as can be from the Original Malabar Language by Dan.l Shaw Court Interpreter

Chas Bromley
Barbham
Advocate

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Mayors Court at Madraspatnam

Tuesday the 7th day of March Anno Domini 1780

Present

Edwd. John Holland Esqr. Mayor

Edwd. Garrow and Edwd. Saunders

Aldermen

Between John Lyon of Fort St George Merchant Administrator to the Estate and Effects Unadministered of Pombahnie Mona-chellum Mudeliar late of Madras Inhabitant Deceased Complainant and Ramiapatten of the Same place Inhabitant Defendant

It Appearing by the Records of the Court that the Space of Six Months of the Limitted in their Majestys Charter for Elapsed from the Return of the Warrant of Sequestration issued agt the Defendants Effects and that the Defendant has not made any Appearance in Court to answer the Complainants Bill. This Court doth therefore think fit to Refer and Doth accordingly Refer and Doth Order that the Defendant Shall pay unto the Complainant the first and Just Sum of Six hundred and fifty Pagodas Pondon Jarman and Twenty Cash f Pag.s 650 11/20 to stop Interest with all such Interest as shall hereafter become due thereon until full Payment and Costs of this Suit

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Dec 17th 1779

To the Honble the Mayor
Court of Judicature

Humbly Complaining Sheweth

That Your Petitioner Hath Obtained Letters of Administration to the Estate and Effects of Pombave Conacheltum Modeliar late of Madras Merchant Deceased and Intestate and Your Petitioner Hath Entered into Bond with Sureties for the Due Administration thereof and Your Petitioner Hath Taken upon himself the Burthen of the Said Administration and Your Petitioner Hath Duly Administered to the Said Estate and Effects and Hath Paid the Debts Owing by the Said Deceased as far as the Assets Would Extend and Your Petitioner Hath Likewise Paid the Legacies Bequeathed

Personally to be and Appear before this Honble Court at a Certain time and place
to be by this Honble Court prefixed and Apprehended Then and there Answer
thereupon Plaintiffs Bill of Complaint and further to Stand to and abide by
such Order and Decree therein as to this Honble Court shall seem Meet

Wm. Brumley
Popham
Att'y Compt.

Madras 23d. November 1765

I Mangadoo Mootia Comarim do Declare this Bond unto Ponnahatum
Annachettum Moodeliar that is to say on an Urgent Occasion I do Borrow
and Receive of them the Sum of 15500 Pagodas Current Money of Madras
Which Sum is payable on Demand with Interest at the rate of 9 P Cent P Mon
Now I Mangadoo this Bond with My Own and Witnesses Perrymaboon
Narrapah Moodeliar Seelah Annachettum Moodeliar by their
Knowledge Signed

(Signed)
Mangadoo Mootia Comarim

Witness
Ennaka Narrapah
Annachettum

Here Translation as near as can be taken from the Original

Mallabar Language Dary Mad Court Interpreter

Defendant's Exhibits

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Exhibit G

Exhibit H

Exhibit I

Exhibit K

Exhibit L

Exhibit M

Exhibit N

Exhibit O

Exhibit P

Exhibit Q

Exhibit R

Exhibit S

Exhibit T

Exhibit U

Exhibit V

Exhibit W

Exhibit X

Exhibit Y

Exhibit Z

Exhibit A A

Exhibit B B

Exhibit C C

Exhibit D D

Exhibit E E

Exhibit F F

Exhibit G G

Exhibit H H

Exhibit I I

Exhibit K K

Exhibit L L

Exhibit M M

Exhibit N N

Exhibit O O

Exhibit P P

Exhibit Q Q

Exhibit R R

Exhibit S S

Exhibit T T

Exhibit U U

Exhibit V V

Exhibit W W

Exhibit X X

Exhibit Y Y

Exhibit Z Z

Exhibit A A A

Exhibit B B B

Exhibit C C C

Exhibit D D D

Exhibit E E E

Exhibit F F F

Exhibit G G G

Exhibit H H H

Exhibit I I I

Exhibit K K K

Exhibit L L L

Exhibit M M M

Exhibit N N N

Exhibit O O O

Exhibit P P P

Exhibit Q Q Q

Exhibit R R R

Exhibit S S S

Exhibit T T T

Exhibit U U U

Exhibit V V V

Exhibit W W W

Exhibit X X X

Exhibit Y Y Y

Exhibit Z Z Z

Exhibit A A A A

Exhibit B B B B

Exhibit C C C C

Exhibit D D D D

Exhibit E E E E

Exhibit F F F F

Exhibit G G G G

Exhibit H H H H

Exhibit I I I I

Exhibit K K K K

Exhibit L L L L

Exhibit M M M M

Exhibit N N N N

Exhibit O O O O

Exhibit P P P P

Exhibit Q Q Q Q

Exhibit R R R R

Exhibit S S S S

Exhibit T T T T

Exhibit U U U U

Exhibit V V V V

Exhibit W W W W

Exhibit X X X X

Exhibit Y Y Y Y

Exhibit Z Z Z Z

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Exhibit G

Exhibit H

Exhibit I

Exhibit K

Exhibit L

Exhibit M

Exhibit N

Exhibit O

Exhibit P

Exhibit Q

Exhibit R

Exhibit S

Exhibit T

Exhibit U

Exhibit V

Exhibit W

Exhibit X

Exhibit Y

Exhibit Z

Exhibit A A

Exhibit B B

Exhibit C C

Exhibit D D

Exhibit E E

Exhibit F F

Exhibit G G

Exhibit H H

Exhibit I I

Exhibit K K

Exhibit L L

Exhibit M M

Exhibit N N

Exhibit O O

Exhibit P P

Exhibit Q Q

Exhibit R R

Exhibit S S

Exhibit T T

Exhibit U U

Exhibit V V

Exhibit W W

Exhibit X X

Exhibit Y Y

Exhibit Z Z

Exhibit A A A

Exhibit B B B

Exhibit C C C

Exhibit D D D

Exhibit E E E

Exhibit F F F

Exhibit G G G

Exhibit H H H

Exhibit I I I

Exhibit K K K

Exhibit L L L

Exhibit M M M

Exhibit N N N

Exhibit O O O

Exhibit P P P

Exhibit Q Q Q

Exhibit R R R

Exhibit S S S

Exhibit T T T

Exhibit U U U

Exhibit V V V

Exhibit W W W

Exhibit X X X

Exhibit Y Y Y

Exhibit Z Z Z

Exhibit A A A A

Exhibit B B B B

Exhibit C C C C

Exhibit D D D D

Exhibit E E E E

Exhibit F F F F

Exhibit G G G G

Exhibit H H H H

Exhibit I I I I

Exhibit K K K K

Exhibit L L L L

Exhibit M M M M

Exhibit N N N N

Exhibit O O O O

Exhibit P P P P

Exhibit Q Q Q Q

Exhibit R R R R

Exhibit S S S S

Exhibit T T T T

Exhibit U U U U

Exhibit V V V V

Exhibit W W W W

Exhibit X X X X

Exhibit Y Y Y Y

Exhibit Z Z Z Z

Filed 1st December 1774

Answer of Effah Mandelkow of Madras Inhabitant Defendant to the Bill of Complaint of John Swan of Fort Saint George Merchant Administrator to the Estate and Effects of Pemberton Arnachellum late of Madras Inhabitant Deceased Complainant

The said Defendant by Protestation not confessing all or any of the Matters and things in the said Bill as the same are therein and thereby alledged doth answer thereunto and for Cause of Demurrer Sheweth that it appears by the Complainants own showing that the Defendant doth Not by Law or equity stand entitled unto the Complainant as Administrator to the said Pemberton Arnachellum in the Sums Specified and Charged to be due by the said Defendant in the said Bill of Complaint but that he is charged with the Debt of one Arnagadoo Mootie Comaren Said to be Deceased in both Said Bills and also alledged to be upon a Bond or writing Obligatory under the hand of the said Deceased bearing date the 23d day of November 1764 without Shewing any Order which can any way in the Law operate as an Obligation upon this Defendant to pay or any Sum to become Recoverable or Responsible for the Said Debt for Either of the alledging that this Defendant was the Brother of the said Deceased and that he had Possessed himself of the said Deceased Estate or both Charges is Ineffectual in the Law to Entitle this Defendant to be called

Tues 21st July 1730

The Answer of the Above Named Joseph St George Merchant Administrator to the Estate and Effects Unadministered of Bombakova Annakootham Moodelliar late of Madras Merchant Deceased to the Demurrer of Appabe Moodelliar of the Same place Inhabitant the Brother & Heir of the Said Deceased

This Complainant Says that Notwithstanding anything Alledged by the Above Said Defendant in his Demurrer as good Cause for a Demurrer that he Ought Not to be put to Answer and Barred from having his Action Agt the Said Defendant Because the Several Matters and things as Alledged by the Defendant in the Demurrer are insufficient for a Demurrer as a Demurrer Ought to Cover and Ans[wer] in the Bill of Compt and Not to the Merits of the Suit for the said Complainant Says that having Charged the Said Defendant as the Brother and Heir of him of the Above Said Mangatte Moodelliar Deceased and by the Custom of the Cast or Sirthing of the Malabars he is bound to pay the Debts of the Said Deceased as one of the Family whether he be Comprised in any of the Deeds & Effects or not Because Pursuant to the Custom of the Malabars and Gentoo Inhabitants they are Bound to Take the Estate and Effects Intirely [illegible]

thereby legally Authorized to sue for Leases and Lawful Debts Monies and Effects as may be in the or the Hands or possession of any Person Whatsoever and this his said Submission to this Honble Court Agreable to the Laws of England and by the Customs of the Malabars the Defendant is bound to pay not Only upon his own person but by his family and Effects all of Which are Matters fit for enquiry and to be determined by Abundance but as may appear for a Decree as the said Complaintant Prayed

Wherefore and for diverse other good Causes the said Complainant prays that the said Defendant may be Summoned to Appear in this Honble Court and the said Defendant be Appointed a short day to Answer

Char. Brownlow
Solr Complt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 7th Day of March Anno Domini 1780

Present

Edwd John Holland Esqr Mayor

Edwd Cannon and Edwd Saunders

John Anon. Accountable to the Estate and Effects of
Amachellum Pennard.
1777
Appa Mordellear
Bill with the Translate of a Bond and an Account Current
Read
Demurr Read
Cause Read

The Demurrer and Reasons
Consequent to the Argument and Allowance on both Sides and Cause heard
Bill with Translate of a Bond and an Account Current
the Demurrer the Cause on Motion Counsel Read
and Argumentation thereof by the Attorneys and Counsel
on both Sides Proceedings Orders and the Defendant
to Answer Exhibits Evidence and the Defendant the further
his Answer &c
Depositions the Defendant Dead the 21st Instant
Answer the Complainants Bill upon the further Hearing
Judgment Decree for the Complainant

Dated the 28th Augt 1779

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court your Orator Sonnum Cottam Modeliar
by his Attorney John Donaldson of Madras Inhabitant that Ella-
moodekistnah Moodelly of the same place Merchant stands
indebted unto your Orator in the full and just Sum of five hundred
and Sixty Eight Pagodas and Twelve fanams Current Money
of Madras Making in Sterling Money of Great Britain at the
Rate of Eight Shillings per every Pagoda the Sum of Two hundred
and Seventy Seven Pounds Six Shillings and Sixpence as will
more fully and at large Appear by the Ballance of Account
Arising upon a Mortgage Cast and Bond bearing date the 13th
day of November 1777 a true Translation whereof and the said Account
Current annexed as an Assignment or Transfer thereof as also
the Vouchers to the said Account for the Inspection of this Honble Court
Produced upon Oath prays may be Admitted as part of this
your Orators Bill of Complaint and Whereas your Orator hath
frequently and in an Amicable Manner Requested Payment from
the said Sum Two hundred and Sixty Eight Pagodas and Twelve fanams
But now so it is and May it please this Honble Court
the said Ellamoodekistnah Moodelliar Obstinately and Contemptuously

(93) (93)

(177)

Translation of a Mortgage Bond Dated the 30th November 1777.

I Ellamoodukistnah Moodelliar of Madras do give this Mortgage Bond to Tonio Collam Mootha Moodelliar of the same place that is to say My House Situated at Collapetah Cumala Moodeliys Street between the Houses of Sultanapurum and Sistnaswamy the Cooley Bill of Sale which said House I have Mortgaged and have Borrowed and Received of You the Sum of 300 Pagodas Which Sum of Principal to pay on demand with Such Interest as Shall or may become due thereon at the Rate of 12 ℔ Cent ℔ Annum I do give this Mortgage Bond by my Consent Witnesses Mahara Venatachellam Moodelly and Veraga Sawmy Pilly by them to and Drawn by Cantanaser Moragapilly.

/Signed/
Ellamoodukistnah

Witnesses
/Signed/
Coomerendamally Venatachellum
Veeraswamy

A true Translation as near as can be taken from the Original Malabar Language by Dorp. Vigne Sworn Court Court Interpreter

Chas. Brumley

Dr. Ellamoordukeshnah . Mordillaer Account Current with James Colom . Mortiah . Mordillaer

1777					1778			
June	20	To Cash balance						
		Mortgage Capital						
1779		Bond	500					
June	28	To Interest Due						
		from Novr 1st 1778						
		to this Day 1 Yr 7 M						
		@ 12 p Cent p An	68	12				
		Pounds	568	12				

Errors Excepted

Crown Escutcheon

Of Virginia

Know all Men by these Presents that I Ellamoordukeshnah . Mordillaer of the City of Williamsburg in the County of James City and Colony of Virginia Esquire Treasurer of the Eastern Shore of the said Colony for and in consideration of the Sum of Five Hundred Pounds Current Money of Virginia to me in hand paid by James Colom . Mortiah . Mordillaer of the City and County aforesaid Merchant the Receipt whereof I do hereby acknowledge and thereof and of every Part and Parcel thereof do acquit and discharge the said James Colom . Mortiah . Mordillaer his Executors and Administrators by these Presents Have granted bargained and sold and by these Presents Do grant bargain and sell unto the said James Colom . Mortiah . Mordillaer his Executors Administrators and Assigns One Bond or Obligation bearing Date the first Day of November in the Year of our Lord One Thousand Seven Hundred and Seventy seven Executed by Robert Tucker of the City of Williamsburg Esquire and Elizabeth his Wife unto the said Ellamoordukeshnah . Mordillaer by the Name of Ellamoordukeshnah . Mordillaer Treasurer of the Eastern Shore of the said Colony in the Penal Sum of One Thousand Pounds Current Money of Virginia with Condition thereunder written for the Payment of Five Hundred Pounds Current Money of Virginia with Interest thereon at the Rate of Twelve Pounds per Centum per Annum on the first Day of November which will be in the Year of our Lord One Thousand Seven Hundred and Seventy nine as by the said Bond or Obligation and Condition thereof relation being thereunto had may more fully and at large appear Together with all Interest Profit and Benefit which shall or may arise or grow due for or by Reason of the Forbearance of the Principal Money aforesaid or any Part thereof and all the Right Title Interest Property Claim and Demand whatsoever of him the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid of in and to the same and every Part thereof To have and to hold the said Bond or Obligation and Condition thereof and the Money due and to become due thereon unto the said James Colom . Mortiah . Mordillaer his Executors Administrators and Assigns to the only Use and Behoof of him the said James Colom . Mortiah . Mordillaer his Executors Administrators and Assigns for ever And the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid for himself his Executors and Administrators doth covenant promise and grant to and with the said James Colom . Mortiah . Mordillaer his Executors Administrators and Assigns by these Presents that he the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid hath not done committed or knowingly or willingly suffered any Act Matter or Thing whatsoever whereby or wherewith the said Bond or Obligation and Condition thereof or the Money due or to become due thereon or any Part thereof is or may be in any Manner impeached charged or incumbered in Title Estate or otherwise howsoever And that he the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid his Executors Administrators and Assigns shall and will warrant and defend the said Bond or Obligation and Condition thereof and the Money due and to become due thereon unto the said James Colom . Mortiah . Mordillaer his Executors Administrators and Assigns against the Claims and Demands of all Persons whatsoever claiming or to claim the same or any Part thereof by from or under him the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid his Executors Administrators and Assigns or any of them And that he the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid his Executors Administrators and Assigns shall and will from Time to Time and at all Times hereafter upon every reasonable Request and at the Costs and Charges of the said James Colom . Mortiah . Mordillaer his Executors Administrators and Assigns make do and execute or cause and procure to be made done and executed all such further and other lawful and reasonable Acts Deeds Conveyances and Assurances in the Law whatsoever for the more effectually and absolutely assigning and assuring the said Bond or Obligation and Condition thereof and the Money due and to become due thereon unto the said James Colom . Mortiah . Mordillaer his Executors Administrators and Assigns as by the said James Colom . Mortiah . Mordillaer his Executors Administrators or Assigns or his or their Counsel learned in the Law shall or may be reasonably advised devised or required In Witness whereof the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid hath hereunto set his Hand and Seal the Day and Year first above written

Ellamoordukeshnah . Mordillaer (Seal)

Sealed and Delivered in the Presence of us

Jno Prentis

Jno Randolph

James Colom . Mortiah . Mordillaer Pltf in this Action of Debt against John Donaldson Defendant in the same

Whereas the said James Colom . Mortiah . Mordillaer by his Bond or Obligation bearing Date the first Day of November in the Year of our Lord One Thousand Seven Hundred and Seventy seven Executed by Robert Tucker of the City of Williamsburg Esquire and Elizabeth his Wife unto the said Ellamoordukeshnah . Mordillaer by the Name of Ellamoordukeshnah . Mordillaer Treasurer of the Eastern Shore of the said Colony in the Penal Sum of One Thousand Pounds Current Money of Virginia with Condition thereunder written for the Payment of Five Hundred Pounds Current Money of Virginia with Interest thereon at the Rate of Twelve Pounds per Centum per Annum on the first Day of November which will be in the Year of our Lord One Thousand Seven Hundred and Seventy nine as by the said Bond or Obligation and Condition thereof relation being thereunto had may more fully and at large appear Together with all Interest Profit and Benefit which shall or may arise or grow due for or by Reason of the Forbearance of the Principal Money aforesaid or any Part thereof and all the Right Title Interest Property Claim and Demand whatsoever of him the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid of in and to the same and every Part thereof And whereas the said Ellamoordukeshnah . Mordillaer by his Deed Poll bearing Date the Day of in the Year of our Lord One Thousand Seven Hundred and Seventy nine for the Consideration aforesaid hath made Constituted and appointed and by these Presents doth Make Constitute and appoint the said said John Donaldson his Executors and Administrators his true and lawfull Attorney and Attorneys irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the Sole and proper Use and Benefit of the said John Donaldson his Executors Administrators and Assigns to ask require Demand and Receive of the said Ellamoordukeshnah . Mordillaer his Executors and Administrators the Money due and to become due on the said Account Current and on non Payment thereof the said John Donaldson his Executors and Administrators to sue for and recover the Same and on Payment thereof to deliver up the said Account Current and give sufficient Release and Discharge therefor and One or more Attorney or Attorneys from him to Constitute and substitute one or more under the said John Donaldson his Executors and Administrators and the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid his Executors and Administrators doth covenant promise and grant to and with the said John Donaldson his Executors Administrators and Assigns by these Presents that he the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid hath not done committed or knowingly or willingly suffered any Act Matter or Thing whatsoever whereby or wherewith the said Account Current or the Money due or to become due thereon or any Part thereof is or may be in any Manner impeached charged or incumbered in Title Estate or otherwise howsoever And that he the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid his Executors Administrators and Assigns shall and will warrant and defend the said Account Current and the Money due and to become due thereon unto the said John Donaldson his Executors Administrators and Assigns against the Claims and Demands of all Persons whatsoever claiming or to claim the same or any Part thereof by from or under him the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid his Executors Administrators and Assigns or any of them And that he the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid his Executors Administrators and Assigns shall and will from Time to Time and at all Times hereafter upon every reasonable Request and at the Costs and Charges of the said John Donaldson his Executors Administrators and Assigns make do and execute or cause and procure to be made done and executed all such further and other lawful and reasonable Acts Deeds Conveyances and Assurances in the Law whatsoever for the more effectually and absolutely assigning and assuring the said Account Current and the Money due and to become due thereon unto the said John Donaldson his Executors Administrators and Assigns as by the said John Donaldson his Executors Administrators or Assigns or his or their Counsel learned in the Law shall or may be reasonably advised devised or required In Witness whereof the said Ellamoordukeshnah . Mordillaer Treasurer as aforesaid hath hereunto set his Hand and Seal the Day and Year first above written

Ellamoordukeshnah . Mordillaer (Seal)

Sealed and Delivered in the Presence of us

Jno Prentis

Jno Randolph

Affirmed the said James Cotton Hodgson Hodsdon the Complainant in the said Bill named and the said James Cotton Hodgson Hodsdon has declared that the said Bill is true to the best of his Knowledge and Belief

Sworn the said Henry Dundas one of the said Barons of his Majesty's Court of Exchequer in Scotland this 28th Day of January 1779

Before me

Alexr. Scott Deputy Remembrancer

To the General Assembly of the Province of Cape Breton

The Petition of James Cotton Hodgson Hodsdon

Humbly Sheweth

That your Petitioner has been duly elected a Member of the General Assembly of this Province for the Township of Sydney

That your Petitioner is desirous to attend the Service of the Province in the General Assembly

That your Petitioner is at present employed in the Service of the Province in the Office of Secretary and Register

That your Petitioner is unwilling to neglect the Duty of his Office

That your Petitioner is unwilling to neglect the Duty of his Office

That your Petitioner is unwilling to neglect the Duty of his Office

for Defendant Reserves to both Parties all Benefit of Exception to the Insufficiency of the Plaintiffs Complaint as good Cause of Demurrer and for Answer to the Matters and Things in said Plaintiffs Bill of Complaint contained Defendant Answering says that he is not Guilty of the Premises in the said Plaintiffs Bill of Complaint charged in manner and form as the same are therein set forth and Alledged and that the said Plaintiff is Barred from his Action aforesaid by the Statute of Limitations and this Defendant prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained

Sworn in Court 8th Feb 1779

Chas Dunbar
Deputy Clerk

The several Depositions of Witnesses taken and Sworn before the Honble Peter Randolph Esqr one of his Majesties Honble Council for the Dominion of New Hampshire in New England at the Request of the within named Defendant

Mr Dispondant

Sworn and Examined to the Interrogatories in Writing annexed to the Deposition of the Defendant

Dispondant in the Complainant Bill of Exceptions Contained for Dispondant Answer to Both Parts thereof Says Dispondant will attend Inspect the Matters and Things Contained in this Dispondants said Answer to be good Evidence and Sufficient in the Law to Dispondant to Answer Such Matters and Facts as the same are therein and thereby Set forth and Alledged and the said Exceptions or any part thereof Insufficient for this Dispondant to Answer Further or Other Answer thereto

All which Matters and Things this Dispondant is Ready and Willing to Aver Maintain and Prove as this Honble Court Shall Direct and Most Humbly Prays as in and by his Answer he Doth Most Humbly Pray

Henry Dearborn
Solr

Attest
Contents Sworn to Carefully
Interrogatories Carefully Corrected
Wm Sawyer

Interrogatories to be Administered to the Witnesses on the Part and behalf of the Defendant

1st Do you know the Parties to this Suit Declare what you know Relating to the Matters in Question in this Cause

2nd Do you know the Messuage Tenement and Farm of Land in the Plaintiffs Bill of Complaint Mentioned Declare what you know Relating thereto

3rd Do you know that the Defendant Entered into the Premises in the Plaintiffs Bill of Complaint Mentioned by the Direction or with the Consent of the Plaintiff Declare what you know Relating thereto

4th Do you know that the Defendant Hath Quietly Enjoyed the Premises in the Plaintiffs Bill of Complaint Mentioned for the Space of Twenty Years Declare what you know Relating thereto

5th Do you know that the Defendant Hath Made Improvements on the Premises in the Plaintiffs Bill of Complaint Mentioned Declare what you know Relating thereto

6th Do you know that the Defendant Hath Paid the Taxes Assessed on the Premises in the Plaintiffs Bill of Complaint Mentioned Declare what you know Relating thereto

7th Do you know that the Defendant Hath Cut Down and Carried away Timber Trees Standing and Growing on the Premises in the Plaintiffs Bill of Complaint Mentioned Declare what you know Relating thereto

8th Do you know that the Defendant Hath Cut Down and Carried away Timber Trees Standing and Growing on the Premises in the Plaintiffs Bill of Complaint Mentioned Declare what you know Relating thereto

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(185)

Contract
Mortgage

To Lease Whereas Hiring Manufactured Goods
at Rio the Consignee Commission Shipping
Charges Insurance Interest and Sundry Expenses
Same Consignee against Invoice Bill Lading
Goods the Vessel Schooner Lorch
of the Vessel Hiring Conveyance of the Goods
Subscribing Witness Witness the Day Date
Lady Purchase and Specific Goods Purchase
Liability

Satisfaction
Witness

To Discharge Mortgage Obligation
Mortgage Hiring Vessel Schooner
Lorch Vessel Witness Witness Day
Witness Witness Witness Witness
Witness Witness Witness Witness
Witness Witness Witness Witness
Witness Witness Witness Witness

Chas. Brumley
Witness

Translation for Mortgage Deed to be filed

Chas. Brumley
Witness

(185)

And Whereas the Said Mortgagor Hath Mortgaged
and Warranted and Covenanted the Sum of £400 Sterling Lawful
Money to pay on demand with Such Interest as may become
due thereon at the Rate of 12 p Cent p Annum Agreeable thereto Mortgage
Bond by my Consent Witnesses Whereas Whereas Whereas Whereas Whereas
and Whereas Whereas Whereas by their Consent thereon by Contractors
Mortgagee

Witnesses

Signed

Signed

Chas. Brumley

Witness

Witness

Witness

Mayors Court at
Madraspatnam

Between Thomas Coltman Headsight
Merchant by the Will of the Late Thomas Pearse
and Ellen Coltman Executors Named in the Will
on the Part of the Complainant

Defendant

Depositions of Witnesses taken on Commission by and before
the Commissioners of the Court as follows

Veerasondara Mydenadachettoo of Madras Merchant
Aged 42 Years or thereabouts being Produced as a Witness on the Part of the Complainant was on the 17th Day of May 1779 Sworn in Court at the Office of Mr Henry Dupuy one of the Commissioners for the Defendant by Interpretation of Mr Henry Dupuy who is Sworn to Interpret between the Deponent and as Sworn on the Holy Evangelists Deposeth as follows

1st

To the first Interrogatory this Deponent Saith that he knows the Complainant Thomas Coltman Headsight in the Cause and that he is a Merchant and Resides at Madras and that he knows the Defendant in the Cause and that he is a Merchant and Resides at Madras

2d

To the second Interrogatory this Deponent Saith that he knows the Complainant and Defendant in the Cause and that he is a Merchant and Resides at Madras

3d

To the third Interrogatory this Deponent Saith that he is Personally Acquainted with the Contents of the Letter Dated the 15th of May 1779 Signed by the Complainant and Addressed to the Defendant and that he is Employed by the Complainant to Write the Letter and that he Wrote the same at the Request of the Complainant and that he Read the same to the Complainant before he Signed the same and that he Knows the Complainant Signed the same and that he Knows the Defendant Received the same and that he Knows the Defendant Received

Tuesday 7th Jan.y 1777

Tanner Cotton. Hodgson. Hendrikus
by their Att.y the Complt.
Elamoodukistaah Mudeliar

David Rhodes

This Cause coming on to be heard and debated this day in the Presence of the Attorney for the Complainants the Atty for the Defts having duly served Notice on Reading the Complainants Bill taken for Confessed a Copy of a Coolpon Mortgage Bond an Account Current and an Assignment or Transfer thereof Annexed the General Answer the General Replication the General Rejoinder the Interrogatories and Depositions on the part of the Complainants to a Coolpon Mortgage Bond ON MOTION of the Pleadings Made Use of by the Atty for the Complts and on due Consideration had thereon

THIS COURT doth Think fit to Order and Decree that the Defendant Shall pay unto the Complainant the Sum and Said Sum of Nine hundred and Sixty Eight Pagodas and Twelve Fanams Pags 968.12 Together with Such Interest as may Shall hereafter be Ordered thereon until full Payment is made also all Costs of this Suit

Dated the 16. November 1778

J. Cull

To the Honble the Mayors Court at Madrasspatnam

Humbly Complaining Sheweth unto the

that the said Pergah Curzaumony and Chunnamaloo 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 Usefully Truely and Effectually to all Intents
and purposes as if the same were here again Repeated &
Particularly Interrogated and that he may be Decreed to
Pay unto the said Pleader the aforesaid Sum of Two hundred &
Twenty Pagodas three fanams and Eight Cash and the Said
Interest as now is or shall hereafter become due
thereon also all costs of this Suit

May it please The Honble Court to
Cause the said Pergah Curzaumony and Chunnamaloo
to be Summoned and Injoined by the Sheriff of Fort St
George Town of Madrass 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
and Appointed then and there to Answer the said Pleaders
Bill of Complaint and further to Stand to and abide by
such Order and Decree thereon as to this Honble Court
shall seem Meet

Jnᵃ Bromley

Madras 15th July 1777.

We Sangah Veeranaiken and Chinnamaiken Merchants do hereby Acknowledge to have in Our Hands and Possession Bonds and Accounts of Wageapah Moodelliar to the Amount of Star Pagodas Six Hundred and Twenty Six 62/100 which Sum We do hereby Promise to pay unto the Heirs or Executors of the said Wageapah Moodelliar on Demand with Interest at the Rate of 12 p Cent p Annum

Witness our Hands this 15th day of July 1777

(Signed) Sangah Veeranaiken
Chinnamaiken

Witness
Gregory Cheeseley

(193)

Dr { Sangah Veeranaiken and Chinnamaiken on Account Current with Tambiapiah Moodelliar Administrator to the Estate of Wageapah Deceased } Cr

1777						1777				
July	D.	To Cash Interest by the Deceased in his Lifetime on a Bond				Augt	15	By Cash paid Deceased by the Deceased in his Lifetime	150	- -
1778		Interest Bond	546	15	60	1778				
Augt	15	To Interest on Rs 1150 for 1 Year 2 Months 28 Days @ 12 p Cent p Annum	77	60	2	Augt	15	By Interest on the said Bond from the Deceased to the Day @ 12 p Cent p Annum	77	- -
								By Ballance due to the Estate of the Deceased	370	5 3
Pagodas			626	13	62				Pagodas 626	13 62

Madras 15th July 1777
Errors Excepted
Sangah Veeranaiken
Chinnamaiken

Know all People to Whom these Presents shall Come

Greeting Whereas Sangah Veeranaiken and Chinnamaiken of Madras Merchants on the Ballance of an Account Current bearing date the 15th Day of October 1777 Unto Tambiapiah Moodelliar Administrator to the Estate and Effects of Wageapah

Whereupon the said Kenton Digby on behalf of himself & his Partners shall comply
with the Terms of the said Contract. Now this Indenture doth hereby
witness and Assert and the said Contractor Hezekiah Woodthorpe doth hereby
Covenant Promise and Agree to and with the said Kenton Digby his Executors
or Assigns that he the said Hezekiah Woodthorpe his Executors or Assigns
shall and will from time to time and at all times hereafter save defend
Indemnify and keep harmless the said Kenton Digby his Partners Executors
or Assigns of and from all Damages Costs Charges Suits Actions Losses
Troubles and Demands whatsoever which he the said Kenton Digby his
Partners Executors or Assigns shall or may at any time hereafter sustain
or be put to for or by reason or on account of any Breach Non performance
or Non observance of any of the Articles Covenants Clauses Matters or
Things in the said Contract contained on the part and behalf of the said
Hezekiah Woodthorpe his Executors or Assigns to be done performed or
observed and the said Hezekiah Woodthorpe for himself his Executors
Administrators and Assigns doth hereby Covenant Promise and Agree to
and with the said Kenton Digby his Partners Executors or Assigns that
he the said Hezekiah Woodthorpe his Executors or Assigns shall and will
from time to time and at all times hereafter save defend Indemnify and
keep harmless the said Kenton Digby his Partners Executors or Assigns
of and from all Damages Costs Charges Suits Actions Losses Troubles
and Demands whatsoever which he the said Kenton Digby his Partners
Executors or Assigns shall or may at any time hereafter sustain or be put
to for or by reason or on account of any Breach Non performance or Non
observance of any of the Articles Covenants Clauses Matters or Things
in the said Contract contained on the part and behalf of the said Hezekiah
Woodthorpe his Executors or Assigns to be done performed or observed
And the said Hezekiah Woodthorpe for himself his Executors Administrators
and Assigns doth hereby Covenant Promise and Agree to and with the said
Kenton Digby his Partners Executors or Assigns that he the said Hezekiah
Woodthorpe his Executors or Assigns shall and will from time to time and
at all times hereafter save defend Indemnify and keep harmless the said
Kenton Digby his Partners Executors or Assigns of and from all Damages
Costs Charges Suits Actions Losses Troubles and Demands whatsoever
which he the said Kenton Digby his Partners Executors or Assigns shall
or may at any time hereafter sustain or be put to for or by reason or on
account of any Breach Non performance or Non observance of any of the
Articles Covenants Clauses Matters or Things in the said Contract
contained on the part and behalf of the said Hezekiah Woodthorpe his
Executors or Assigns to be done performed or observed And the said
Hezekiah Woodthorpe for himself his Executors Administrators and

Upon the Motion of Mr. Bell of Counsel for the Complainant
It is ordered that the Complainant be at liberty to amend his Bill
by striking out the Defendant Thomas Wallington
Wheatley and by adding the Defendant Thomas Wallington
the younger as a Defendant to the said Complaint in the
same Bill of Complaint and the Amendments to be made
in the said Bill of Complaint as the Counsel for the Complainant
shall be advised are proper to be made in the said Bill
according to the Rules and Orders of this Court
And Nothing is to be done in the Premises in the Interim
And Mr. Bell is to have Liberty to be heard thereupon
And Nothing in this Order contained is to prejudice the
Defendant Thomas Wallington the younger in his Defence
to the said Bill of Complaint

John Sykes
Regr

Upon the Motion of Mr. Bell of Counsel for the Complainant and upon reading the Answer of the Defendant Thomas Wallington the younger and the Affidavit of the Defendant Thomas Wallington the younger filed in this Cause and upon hearing Counsel on both sides It is ordered that the Complainant be at liberty to except to the Answer of the said Defendant Thomas Wallington the younger for Insufficiency and that the Defendant do put in a further Answer to the Complainants Bill of Complaint within Eight Days after Service of this Order upon the Solicitor of the said Defendant Thomas Wallington the younger And it is ordered that the Costs of this Motion be Costs in the Cause to be paid by the said Defendant Thomas Wallington the younger to the Complainant forthwith after the Taxation thereof And Nothing in this Order contained is to prejudice the Defendant Thomas Wallington the younger in his Defence to the said Bill of Complaint

Chas Bromley
Chancellor

Dated 18th Dec. 1779

Upon the Motion of Mr. Bell of Counsel for the Complainant and upon reading the Affidavit of Thomas Wallington the younger filed in this Cause It is ordered that the Complainant be at liberty to except to the Answer of the Defendant Thomas Wallington the younger for Insufficiency and that the Defendant do put in a further Answer to the Complainants Bill of Complaint within Eight Days after Service of this Order upon the Solicitor of the said Defendant Thomas Wallington the younger And it is ordered that the Costs of this Motion be Costs in the Cause to be paid by the said Defendant Thomas Wallington the younger to the Complainant forthwith after the Taxation thereof And Nothing in this Order contained is to prejudice the Defendant Thomas Wallington the younger in his Defence to the said Bill of Complaint

Chas Bromley
Chancellor

by his Attorney Benton Dagly is Complainant &
Pongah Varasammy and Chinna Moolan Ver
Defendants
For the part and behalf of the Complainant

Veeraya } 1 Do you know or Do you not know the parties Complainant and
all the above } Defendants in the Title of these Interrogatories Named & if you know any
have you to know them or either and which of them Declare

Benton Sammy Do Look on the Cadjan Writing Now produced and shown to you
& there the time of your Examination is the Same of your Hands
Writing & if you by what Books and directions did you Draw out the
same did you or did you not Read and explain the Same to the Defts
if you did to Read & Subscribe their Names and such Subscriptions of
of their Hands Writing and was or was not the Same done and
Subscribed in your Presence or the Presence of Whom & for particularly
Set forth and Declare to the Best of your Knowledge Recollection
and belief

Madanapalle } 3 Look upon the Cadjan Writing now produced and
Varasammy } shown to you at this the time of your Examination & the Same
Cotah } of your Hand Writing & if you did the said Defendants Sign and
Subscribed their Names and are such Subscriptions of their hand
Writing and was or was not the Same done and Subscribed
in your Presence and in the Presence of One Gregory Chenglroy
Since Deceased was the Said Chengleroy on the Life time present

to the said Brandon Lofgon Hastings on their oaths upon their
Oaths Saith the said Thingtong hand Hastings pandum Lofgon
and Declared to the best of their knowledge Remembrance & belief
Saith the Witnesses by Deposition of any other Matters Hard things
or have you heard or can you Depose any thing touching the
in Question or the Cause that may tend to the benefit or Advan
tage of the Complainant or of the Defendant or either
And each and every of them further Saith that as you known have
been informed or do believe as fully as if you had been Examined
Personally Interrogated.

Chas. Bromley
Att. Compt.

Madras 24 July 1777

We Ranga Varadarungum Chinnamotien Pl. Pandaly
do Jointly & Severally Testify & Declare upon Oath
Hindoos of Mungapah Mandelliar the Son of Pichagoppa
of Madras Late Mungapah Deceased Aged
31 & 61 Yrs and that we Each & Every of us
Well and Intimately Known the said Deceased
& have seen the Deceased Thingtong Mandelliar & Pandaly Lofgon
Pedah Durmaly Lofgon Signed Ranga Varadarungum
Witnesses Signed Chinnamotien
Ranga Varadarungum
Gregorie Thingtong
Mun Saintadanum
Mutaka Langa

This Cause Coming on to be heard before the Honble Stephen Lushington Esqr Master
pandum Comarasawmy Pedah at the Respective Times of their Examination
before me in a certain Cause wherein Tondiapah Mandelliar by his Attorney
Hindoo Dogby is Complainant and Pongah Varadarungum Pandi
Chinnamotien Defendant the 3 day of Sept. Anno Domini 1779

Webb
Exam.

Mayors Court at
Madrasapatnam Between Tondiapah Mandelliar Solicitor to the Estate and Effects of Mungapah
Mandelliar Deceased by the Name Hindoo Dogby
Complainant and Pongah Varadarungum and
Chinnamotien Defendants

On the Part of the Complainant

Depositions of Witnesses taken on their Corporal Oath before
the Examiner in the Cause aforesaid

Canadoor Saweray of Madras Cowcopoly Aged 32 Years or thereabouts
being Produced as a Witness on the Part of the Complainant upon the 3
Day of September 1779 Sworn and Examined Before the Court

To the first Article the Deponent saith that he did know the Complt
Tondiapah Mandelliar the Complainant that he took to be
18 Years or thereabouts and that he did also know the Defendants
Pongah Varadarungum and Chinnamotien in this Cause and that he
took to be known them 2 Years or upwards that is to the Intent

To the second Interrogatory the Deponent saith that he did
Writings Papers Rendered and Shewn to him that he Compar

the Defendant and that the Defendant did Read and Explain the Same to the Defendant and they did Sett and Subscribe their Names and their Subscription unto these Presents and the Same was done and Subscribed in the Presence of the Defendant and Mons de Bruhl to these on the last Interrogatory

Which Came

3747

Mayors Court at Bellaum Tombeapah Mondelliar Administrator to the Estate and Effects of
Madrastanam Renounced by his Attorney
Pagly Constituted and Empowered
and Thomas Morton Defendants

On the Part of the Complainant

Interrogatories to be Administered on the Part and behalf of Tombeapah Mondelliar Administrator to the Estate and Effects of Magapah Mondelliar deceased Complainant against Veerasawmy Polliah of the Madrastanam Company Merchant and Thomas Morton Gentleman Defendants

1st

Do you Know the Parties to this Cause Complainant and Defendants and each of them and how long have you known them

2d

Do you Know or have heard of any Bond or Instrument in Writing Executed by Magapah Mondelliar deceased Dated the 7th March 1780 and Payable to the Complainant Tombeapah Mondelliar Administrator to the Estate and Effects of the said Magapah Mondelliar deceased Renounced by his Attorney Pagly Constituted and Empowered and Thomas Morton Defendants Executors to the Last Will and Testament of the said Magapah Mondelliar deceased for the Sum of Pagodas Three Thousand Six Hundred and Seventy Nine and Fanams Eight Current Money of Madrastanam and Interest thereon from the Date thereof at the Rate of Twelve Pagodas per Cent per Annum and Payable on Demand

3d

Do you Know or have heard whether the Said Bond or Instrument in Writing was Executed by the Said Magapah Mondelliar deceased in his Life Time and whether the Same was Executed by him of his own Free Will and Accord and whether the Same was Executed by him in the Presence of any and what Persons and whether the Same was Executed by him in the Presence of the Defendant Veerasawmy Polliah and whether the Same was Executed by him in the Presence of the Defendant Thomas Morton and whether the Same was Executed by him in the Presence of Mons de Bruhl and whether the Same was Executed by him in the Presence of any other and what Persons and whether the Same was Executed by him in the Presence of the Defendant Veerasawmy Polliah and Mons de Bruhl and whether the Same was Executed by him in the Presence of the Defendant Thomas Morton and Mons de Bruhl and whether the Same was Executed by him in the Presence of the Defendants Veerasawmy Polliah and Thomas Morton and whether the Same was Executed by him in the Presence of the Defendants Veerasawmy Polliah Thomas Morton and Mons de Bruhl and whether the Same was Executed by him in the Presence of the Defendant Thomas Morton and whether the Same was Executed by him in the Presence of any other and what Persons and whether the Same was Executed by him in the Presence of the Defendant Veerasawmy Polliah and whether the Same was Executed by him in the Presence of the Defendant Veerasawmy Polliah and Mons de Bruhl and whether the Same was Executed by him in the Presence of the Defendant Thomas Morton and whether the Same was Executed by him in the Presence of any other and what Persons

at the the time of the Examination and that the same was of his hand
Writing and that the Defendant Chinnan Mootendar Subscribed his
name and Seal Subscription of his hand Writing and Seal to the
same was done in the Presence of the Defendant and Cangaris
Changtay Anee Deponed that the Defendant Cangaris
whether the other Defendant was present and Signed at the same
time and that the said Changtay was not the first time present
at the Examinations of the aforementioned Bond or upon Writing
and that he did Sign as a Witness thereto and the Defendant was
Acquainted with that the Said Changtays hand Writing
and Mark set to this on the last Instant

J. Wilde
Examr

3rd March 1780

Tombeapah Mootadiar Administrator to the Estate & Effects
of Magapah Mootadiar by the Hon.ble Royston Digby
and
Parrygah Veerasawmy and Chinnan Mootan

David Rodes maketh Oath and saith that he the Deponent on the
6th Instant March Came the Duty for the hearing of the Above Cause
and found from the Hon.ble the Mayors Court with the Defendants
Hon.ble Royston Digby Esq.r the Said Parrygah Veerasawmy and Chinnan
mootan Mootadien Sunday the 5th Instant

Sworn in Court
7th March 1780

David Rodes

Mayor's Court at
Madraspatnam

Tuesday the 2d Day of March
Anno Domini 1790

Present
Edwd. Aston Holland Esqr. Mayor
Edwd. Garrow and Edwd. Saunders
Aldermen

William Cowell Gentleman Attorney at Law of the Court of Mayor's Court at Madraspatnam and Attorney for Ramasawmy Pillay Inhabitant of Madraspatnam Plaintiff in this Cause having this day filed his Bill of Complaint in this Court against Ramasawmy Pillay Inhabitant of Madraspatnam Defendant in this Cause and the Defendant having been duly served with a Subpoena to appear to the said Bill and having neglected to appear thereto or to put in his Answer thereto as he ought to have done according to the Rules and Orders of this Court Ordered that the said Bill be taken pro confesso against the said Defendant and that the same be referred to the Deputy Register of this Court to examine the Plaintiff's Demand thereon and report the same to this Court

(205)

Filed 2d March 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewith unto this Honble Court your Orator Ramasawmy Pillay Inhabitant of Madraspatnam That whereas Ramasawmy Pillay Inhabitant of Madraspatnam Aforesaid is indebted unto your Orator in the full and Just Sum of One Hundred and Ninety Pagodas Seventeen Fanams and Fifty two Cash Current Money of Madraspatnam Reckoning Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Seventy six Pounds One Shilling and Threepence as well Monies by him and at large appear by the Condition of his Mortgage Bond or Obligation of even Date herewith and Sum of Will please it this Honble Court to grant unto your Orator His Most Gracious Writ of Subpoena to be directed to the said Ramasawmy Pillay Inhabitant of Madraspatnam Aforesaid thereby Commanding him at a certain Day and under a certain Penalty therein to be limited personally to be and appear before this Honble Court then and there to answer the Premises and to stand to perform and abide such Order and Decree therein as to this Honble Court shall seem meet and your Orator shall pray as in Duty bound

Bull Now it is Ordered by the Mayor Aldermen the Honble Court that the said Ramasawmy Pillay do personally appear before this Honble Court on Tuesday the 16th Day of March Instant to answer the Premises and to stand to perform and abide such Order and Decree therein as to this Honble Court shall seem meet and in the mean time that a Subpoena issue out of this Honble Court directed to the said Ramasawmy Pillay Inhabitant of Madraspatnam Aforesaid thereby Commanding him personally to be and appear before this Honble Court on the said Tuesday the 16th Day of March Instant to answer the Premises and to stand to perform and abide such Order and Decree therein as to this Honble Court shall seem meet

to pay on Or before the 10th of January 1780 with Lawful Interest as may be Comm
due thereon at the Rate of 12 ℔ Cent ℔ Annum and Costs of Suit of which you are
impowered to Provide me in the Court and before the Mortgage
Premises and paid your Self the Said Sum Adequate thereby my Consent
Monapurchum Annachellan Moodelly and Pallyanga Veeratady by
their Knowledge Drawn by Mootto

Witnesses Signed
Annachellam
Veeratady

Mark of Challiammanal

Above Translation as near as can be from the
Original in the Malabar Language by Sadanaya Sworn Court
Interpreter

J. Kannoorbey
1177 Confs

Dr Challiammanal in Account Current with Pagodas Varahuns Swch &c

1779							1780				
Sept.	21	To the Amount of your Bond					March	10	By Cash received this		
1780		or Obligation of this date	180						day	190	4 52
March	10	To Interest on D.o from									
		21 Sept. 1779 to this									
		day 1 Y. 10 M. @ 12 ℔ Cent									
		℔ Annum									
			10	4	52						
		Pagodas	190	4	52				Pagodas	190	4 52

Mayors Court at Madraspatnam

Present

Edwd John Holland Esqr. Mayor

Fellows & Dent and Elliot Esqrs

Between

Defendant

10th June 1780

To the Honble the Mayors Court at Madraspatnam

Humbly Complaineing Sheweth Unto this Honble Court your Orator Bondoo Mootoo Moodeliar of Madras Pittah Taun that John Louis of the same place Inhabitant Maunde Indebted Unto your Orator in the Sum and Just Sum of One hundred and Six Pags Current Money of Madras Makingon Sterlings Money of Great Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty two Pounds and Eight Shillings being the Amount of an Amount Arising on a Bond or Obligation given and Granted unto your Orator by the said John Louis bearing date the 5th day of July 1779 a true Copy whereof and the said Account hereunto Annexed for the Inspection of this Honble Court and which your Orator prays may be Admitted as parts of this your Orator Bill of Complaint And Whereas your Orator hath frequently spoken in an Amicable Manner Required the Payment from the said John Louis of the said Sum of One hundred and Six Pagodas

Butnotwithstanding May it Please your Honble Court the said John Louis Notwithstanding pretended to pay the same or to give your Orator Any Manner of Satisfaction touching the Premises your Orator therefore Prays a Writ of Subpena to the Honble

full true and lawful Debts made debt and Engage
Bretheren and Engage them upon Oath that Nothing
Truly and Effectually to Administer the Same
Executors Administrators Assigns Equally and Rateably
and that the Said Parties Respectively Engage
Law of Madras and the Regulations Together with
Interest as Shall be Fixed by the Same Court
all Costs of the Suit

Signed Sealed and Delivered
in the Presence of

Signed
Sworn before Court
this 5th day of July 1779
Before me
Chief Justice

Know all Men by these Presents that I John Lowe of Madras Inhabitant am held and firmly bound unto Gordon Mackellar of the Same Place Inhabitant in the Penal Sum of Three hundred Star Pags for the Payment whereof well and truly to be made to the said Gordon Mackellar his heirs Executors Administrators or Assigns I do hereby bind my Self my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my hand and Seal in Madras this Fifth Day of July in the Year One thousand Seven Hundred and Seventy Nine

Whereas the Above Bound John Lowe hath Borrowed and Received of the Above named Gordon Mackellar the full and Just Sum of One hundred Pagodas to Bear Interest at the Rate of Twelve & ½ per Cent p Annum Pagodas at the expiration of Six Calendar Months from the day of the date hereof

Now the Condition of this Obligation is Such that if the Above bound John Lowe his heirs Executors Administrators or Assigns shall well and truly Pay or Cause to be paid unto the Said Gordon Mackellar his Executors Administrators or Assigns the full and Just Sum of One hundred & Star Pagodas together with Such Interest as Shall or May become due thereon then this Obligation to be Void and of no Effect to Remain & Continue in full force and Virtue

Signed Sealed and Delivered
in the Presence of

Signed John Lowe L.S.

Know Copy
Chief Bromley
Chief Justice

John Lowe Dr

1779 July 5th To the Amount of your Bond of this Date ... 100 ...

(214)

Mayor's Court at Tuesday the 13th Sept. 1796
Madraspatnam. Anno Domini 1796

Present

Edw. Saml. Holland Esq. Mayor
Captain Brett and Edw. Gwinne
Esq. Aldermen

Between [illegible] Inhabitant Complainant and
[illegible] Inhabitant Defendant

It appearing by the Records of this
Court that Summons issued for the Defendant to
Complainants Bill which he has neglected to
obey Complainant filed his Bill and Prayed
Subpoena issued that the Defendant shall pay
Complainant the sum of Two hundred
Pagodas with Interest and Costs of Suit
Defendant appeared and Pleaded
Agreement that Defendant shall pay
the Sum of Pags 186 in Pagodas with Interest
on the same from the date thereof
until paid in Expectation of which
Defendant withdrew from the Court

Ordered

(215)

Oct. 3rd July 1796

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaineth Thomas Hunter
Merchant your Honors Petitioner Inhabitant of Madras Inhabitant
That John Jones of the same place Inhabitant stands Indebted unto
your Petitioner in the Sum of One hundred and Eighty Pags
Current Money of Madras making in Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda the Sum
of Twenty two Pounds current Money of Aforesaid Rate as appears by
by the Copy of a Bond hereunto Annexed for the Inspection of the
Honble Court humbly your Petitioner Most humbly Prays and prays
the same may be Admitted as Part of this your Petitioners Bill of
Complaint and your Petitioner further Shews unto the Honble Court
that he hath frequently Applied and Demanded Payment and the
Payment of the said Sum of One hundred and Eighty Pagodas

Butrowsmith Prays the Honble Court
the said John Jones Personally and Truly to Answer to the Same
as your Petitioner May Recover Satisfaction touching the Premises
your Petitioner Prays for Process against the said Defendant to the Honble Court
that He Appearance to Bail and good Answer to the Said
Bill may be Decreed and Petitioner may have Costs and Charges of
the Suit and Petitioner as in Duty bound will ever Pray &c

(216)

(217)

witness of Hand hereunto Subscribed and Sealed in Madras this 3d Day of
June 1780

Whereas the Above named John Lowe hath Borrowed and Received of the Above
named Obligators Moohammah Tilly the Sum of One hundred and
Eighty Star Pagodas to Accrue Interest at 12 p.c. p.t. Cent p.m. as per Obligation
Remains

Now the Condition of these Obligations is such that if the Above
John Lowe his Executors Administrators or Assigns Shall well and
truely Pay or cause to be paid unto the Said Obligators Moohammah
Tilly his Heirs Executors Administrators or Assigns the Said
Sum of 180 Star Pagodas together with such Interest
as Shall or may become due thereon than these Obligations to
be void and of no Effect otherwise to Continue in full force and

Test
Signed Sealed and Delivered
in the Presence of
Colly Lingum
Cojendauch

John Lowe (L.S.)

A true Copy
Geo. H. Harford
Actg Compr

Mayors Court at
Fort St George

Tuesday the 11th day of March
Anno Domini 1780

Present
Edwd Saltr Holland Esq. Mayor

(218)

(219)

Madras
20th March 1730

Recd 5th Apl 1730

To the Honble the Mayor &
Court of Madrasapatnam

Humbly Complaining Sheweth unto this Honble
Court your Orator Thomas Collum Mariner Aged thirty four Years
John Donaldson late of Madras Inhabitant Merchant Aged fifty
Comaraporb Moodelliar of Saint Thome Inhabitant Aged seventy
and Sundry other Witnesses your Orator the full and Just Sum of
Five hundred and forty Nine Pagodas and fifty four Cowries Current
Money of Madras Madapollam Handkerchiefs Aged upon Oath
at the rate Eight Shillings per every Pagoda the Sum of Two hundred
and Sixteen Pounds fourteen Shillings and upwards being the Balance
of an Account Current arising upon Sale of Goods with Sundry Allegations
and Memorialls and all Charges Affairs by him Transacted on
the said Goods and the said Account unto which your Orator craves
liberty to refer himself for more Certainty of the Premises Now
forasmuch as the Defendant is not Subject to this Honble Court and therefore
cannot be Sued at Law Your Orator therefore Humbly Prays

Court Hall Fort St. Geo.

21st February 1780

This Bill may be sworn to one
between the Days of Appearance
& Third from thereon Exclusive
Next Court Day

Edwd John Hatton
Mayor

Chas. Bromley
Atty Compt.

Translation of a Mortgage Bond Dated 25th July 1774

I Mootia Comaraputt do Maylapore Annanah Mudeliyar agree
this Mortgage Bond to Jeanne Pallon Mortgd. Head Mercht of Madras
that is to say One very Elegant Pucca House Mortgaged the Lower
Tile Part of my Garden situate Within Black Town Side Venor Side
to Narrumpa Pagoe Lought Side to Mortgagee Sahibs Garden &
and West Side Pettah Garden and Bounded Round of
Upon the Sum of Two hundred and Twenty Star Pagodas Current
Money of Madras Which Sum of Money to pay on Demand
With Interest as may be common Interest at the Rate of 12 P Cent
Pattimoon Lagan this by my Current Dewanny Cadjan of
of Conveyance Cadjan Signed Mootia Comaraputt
Witness Signed
Interpreter

Mootia Comaraputt was sworn to be taken from
the Original Mallabar Language by Interpreter Sworn Court

(222)

Dated 31st July 1780

I Mootia Comarapah Chetty Inhabitant of Madras
give Bond to Tannaer Collom Mootiapah Mootliar of
the Same Place Merchant Mootliar of the Choultry
Bond Hospital Road and Territories thereunto belonging
for the Sum of Pagodas Three Hundred and Forty one
and Thirty four Fanams Current Money of the Coast
of Coromandel Interest thereof from the Date hereof
Until the Time of Payment Whereas the Choultry
Bond Hospital Road and Territories thereunto belonging
were Granted by the Honble the Governor and Council
of Fort St George to the Said Mootia Comarapah
Mootliar for the Term of Two Years from the
Twenty Seventh Day of July 1779 Now the Condition
of this Obligation is such That if the Said Mootia
Comarapah Mootliar his Heirs Executors or Administrators
do and shall well and truly pay or cause to be paid unto
the Said Tannaer Collom Mootiapah Mootliar his
Executors Administrators or Assigns the Sum of
Pagodas Three Hundred and Forty one and Thirty
four Fanams Current Money of the Coast of Coromandel
with Interest thereof from the Date hereof Unto the
Time of Payment on the Twenty Seventh Day of July
1780 Then this Obligation to be void and of none
Effect or else to remain in full Force and Virtue

Signed
Mootia Comarapah

Witness
Jno Hollond
Jno Hollond

Sealed and Delivered in the Presence of
Jno Hollond
Jno Hollond

Recd Payment
Jno Hollond

(223)

Dr Mayalapoor Mootia Comarapah Mootliar
in Account with Tannaer Collom Mootiapah Mootliar

1779 July	27	To Cash Interest on your Mortgage Bond 322 — —				1780 July	17	By Ballance due	341	34 —
		To Interest on Ditto from the 27th July 1779 to the 17th July 1780 is Y. 26 @ 12 ℘ Ct ℘ Annum 21 10 68	341	34	68					
		To Cash Interest on your Interest Bond — — 18 7 — —								
1780 July	17	To Interest on Ditto from the 27th July 1779 to the 17th July 1780 is Y. 26 @ 12 ℘ Cent ℘ Annum 12 35 20	199	35	20					
		Pagodas	541	34	—			Pagodas	541	34 —

Madras 17th July 1780
E. E. ℘

Know all People to whom these Presents shall come greeting
Whereas Mayalapoor Mootia Comarapah Mootliar of St Thomas Inhabitant on the Ballance of an Account bearing date the 17th Instant in the Present Year 1780 arising upon two Bonds bearing date the 26th July 1779 and Indebted unto Tannaer Collom Mootiapah Mootliar of Madras Inhabitant the Sum of Five Hundred and Forty one Pagodas and Thirty four Fanams Current Money of Madras Now know

the said Tanner Cottam Mootia Moodelliar do thereby Allow And
Affirm and the said Tanner Cottam Modliyah Moodelliar Doth Covenant
with the said John Donaldson that the said Tanner Cottam hath not
Issued or will Issue the said Money Now or to become due thereon the
said Recited Writing or upon the aforesaid two Bonds or any part thereof
Neither shall or will Release or discharge the Same or any part thereof
but will Save and Allow of all Lawfull Proceedings for the Recovery thereof
by the said John Donaldson Among the said Tanner Cottam Mootia
Modelly harmless of and from any Cost that May happen to them thereby
In Witness whereof the said Tanner Cottam Modliyah Moodelliar
hath hereunto Set his Hand and Seal in Madras the 18th day of
February 1780

Signed Sealed and Delivered
in the Presence of

Mayor's Court at
Madrasapatnam

Tuesday the 22d Day of March
Anno Domini 1780

Present
Edwd John Holland Esqr Mayor
George Proctor and William Webb
Aldermen

Returns

Dated the 28th June 1780

To the Honble the Judges
of the Court of Admiralty

Humbly Complaining shewn unto your Honours
your Orator Joseph Dias Pereira
of Colombo Merchant that whereas

Know all Men by these Presents that We Topah Modeliar and Tadamallapen of Saint Thomé Inhabitants of the Coast of Coromandel in the East Indies are held and firmly bound unto the Honble United English East India Company in the Sum of Seven Hundred and Seventy seven Pagodas and twenty nine Fanams and forty Cash Current Money of Madras for the Payment whereof well and truly to be made We bind ourselves our Heirs Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals and dated this 10th Day of March in the Year of our Lord 1779

The Condition of this Obligation is such That if the above bounden Topah Modeliar and Tadamallapen their Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the above named United English East India Company their Agents or Assigns the full Sum of Seven Hundred and Seventy seven Pagodas twenty nine Fanams and forty Cash Current Money of Madras on or before the 10th Day of March in the Year of our Lord 1780 without Fraud Coven or further Delay Then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue

Signed Sealed and Delivered in the Presence of us

Edwd. Brereton
Writer

Edwd. Stephen Hutton
Writer

10th March 1779

Topah Modeliar
Tadamallapen

(229)

Dr. Topah Modeliar and Tadamallapen in Acct Current with Jas. Collom. Matiyah Modeliar Cr

1779						1780				
March	10	To your Agreement Bond of this Date	660	36	0	March	10	By Balance	777	29 40
1780		To Interest on Do to								
March	10	from the 10th March 1779 to this Day 1 Year 0 Mo 0 Days	76	27	40					
		Pags	777	29	40			Pags	777	29 40

Madras 10th March 1780

E. E.

Topah Modeliar

To all People to whom these Presents shall Come Greeting Whereas Topah and Tadamallapen of Saint Thome Inhabitants for the Ballance of an Account Current bearing Date the 10th Instant arising upon an Agreement Bond bearing date the 10th of March 1779 stand indebted to Tannor Collom Matiah Modeliar of Madras Merchant in the Sum of 777 Pags 29 Fanams and 40 Cash Current Money of Madras Now Know ye that the said Tannor Collom Modeliar for Valuable Consideration to them in hand paid by John Donaldson

Shall Lawfully claim the Premises the said James Cotton doth
hereby Allow and Affirm and the said James Cotton doth Covenant
With the said John Donaldson that he the said James Cotton
hath Not Removed Burnett Rennie the said Heritor to be
Convened on the said Present Current Processing upon the said
Bond or any part thereof Neither Shall Burnett Heritor or his
Successors or any part thereof but shall Warn and Allow of all
Lawfull Proceedings for the Recovery thereof to the said John
Donaldson Among the said James Cotton Moodyear Hood that
harmless of and from any Cote that may happen to him thereby
In Witness Whereof the said James Cotton Moodie
Moodyear hath hereunto Set his Hand and Seal Day Month
this 20th day of March 1780

Signed Sealed and Delivered
Within Stamped Paper to be had
the Presence of

L.S.

(121)

(233)

To the Hon^ble the Mayors Court at Madrasapatnam

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator Chegapah Moodelliar by his Attorney Agent in the Black Town of Madras Inhabitant that Annaiah of Pondicherry late of Triplicane of Madras Inhabitant Stands Indebted unto your Orator in the full and just Sum of One hundred Pagodas Current Money of Madras Madras in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagodas the Sum of Forty Pounds or thereabouts As does More fully and at large Appear by Copy of the Translation of a Bond or Obligation given and granted unto Your Orator by the said Annaiah bearing Date the fifteenth Day of April 1770 and Copy of the Assignment thereunto 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 One hundred Pagodas from the said Annaiah

But now so it is May it please this Hon^ble Court the said Annaiah Obstinately and Wilfully Refuses to Pay the same or to give your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Genl Relief &c.

(234)

29 Janry 1780

(12v)

(235)

Translation of a Bond Dated 15th April 1779

I Innaviar Son of Vengapa Ayen of Pardaur Do give this Bond to Chegopah Moodelliar Son of Pelavanpindoo Mootanga Moodelliar in Chavatah Pollatur Cast that this to Say on an Urgent Occation Have Borrowed and Received of him the full and Just Sum of 100 Pagodas Current Money of Madras which Sum I promise to Pay on or before the 10th May Next with the Interest at the Rate of 12 p Cent p Annum Have Voluntarily given This Witness Polly Paukum Mottah Vellar and Nagapatnam Ramanjatar Chetty by their Knowledge Drawn by Vera Pillah Village Comaply

/Signed/

Annanvar

A true Translation as Near as Can be from the Originals Malabar Language

A true Copy

Henry Dudley

Mayr Comptr

To all People to Whome these Presents Shall Come Greeting Whereas Annanvar of Pardaur but at Present of Madras Inhabitant in and by his One Bond or Obligation bearing Date the 15th Day of April which was in the Year of Our Lord 1779 did become bound unto Chegopah Moodelliar of Madras Inhabitant in the Sum of 100 Pagodas Condition to be paid on or before the 10th Day of

the said Agostinho de Cruz his Attorney or Attorneys under him shall
Lawfully do in the Premises the said Chegapah Moodelliar Both
hereby Allowing and Affirming and the said Chegapah Moodeliar doth
Not Revoke or annull Hereby the said Power or any thing therein
Contained but shall Ratify and Confirm all Lawfull Proceedings
for the Recovery thereof the said Agostinho de Cruz Saving
the said Chegapah Moodelliar harmless of and from
Any Cost that may happen to Him thereby In Witness
whereof the said Chegapah Moodelliar hath hereunto Set
his hand and Seal in Madras this 26 day of January 1778

Signed Sealed and Delivered
Where no Stamp'd Paper is to be had
In the Presence of
Nainanada Pomiah

Mayor Court at
Madraspatnam

Chegapah Moodelly

Know all Men by these Presents that I Chegapah Moodelliar
Merchant Inhabitant of Madras do hereby Nominate Constitute
and Appoint Agostinho de Cruz Inhabitant of Madras my true
and Lawfull Attorney for me and in my Name to Ask Demand
Sue for Recover and Receive of and from all and every Person
and Persons Bodies Politick and Corporate whatsoever all
such Sum and Sums of Money Debts Goods Wares Merchandizes
Effects and Demands whatsoever as now are or hereafter shall
become due owing or Belonging to me and upon Receipt
thereof or any part thereof Acquittances or other sufficient
Discharges for the same for me and in my Name to Give and
Grant and upon Default of Payment thereof or any part
thereof for me and in my Name to Commence and Prosecute
any Action Suit or Suits Complaint or Complaints in any of
His Majesty's Courts of Judicature in the Kingdom of Great
Britain or elsewhere and to Arrest Imprison Outlaw Implead
Sue and Prosecute to Judgment and Execution all and every
Person and Persons Bodies Politick and Corporate whatsoever
Indebted to me as aforesaid and Him or them when Taken
in Execution at my Will and Pleasure to Discharge and
Generally all and every other Lawfull Act Deed Matter and
Thing whatsoever touching or concerning the Premises to do
Execute and Perform as fully and Effectually to all Intents
and Purposes as I the said Chegapah Moodelliar could do if
I were Personally present at the doing thereof Hereby
Ratifying and Confirming all and whatsoever my said Attorney
or Attorneys shall Lawfully do or cause to be done in and
about the Premises by Virtue of these Presents And I the
said Chegapah Moodelliar do Covenant Promise and Agree
to and with the said Agostinho de Cruz his Executors
Administrators and Assigns by these Presents that I the said
Chegapah Moodelliar my Executors Administrators or Assigns
shall and will Allow and Confirm whatsoever my said Attorney
or Attorneys shall Lawfully do or cause to be done in the
Premises by Virtue of these Presents And I the said
Chegapah Moodelliar do Covenant Promise and Agree to and
with the said Agostinho de Cruz his Executors Administrators
and Assigns by these Presents that I the said Chegapah
Moodelliar my Executors Administrators or Assigns shall
and will Allow and Pay unto the said Agostinho de Cruz his
Executors Administrators or Assigns all such Costs Charges
and Damages as he or they shall Sustain or be put unto for
or by reason of any Suit or Suits Action or Actions to be
Commenced or Prosecuted against him or them for or by
reason of any Act Deed Matter or Thing whatsoever done
by him or them in the Premises by Virtue of these Presents
And for the more Effectual Securing unto the said Agostinho
de Cruz his Executors Administrators and Assigns the
Payment of all such Costs Charges and Damages as aforesaid
I the said Chegapah Moodelliar do hereby Mortgage and
Assign unto the said Agostinho de Cruz his Executors
Administrators and Assigns all my Estate Right Title and
Interest of in and to all and every the Lands Tenements
Hereditaments and Premises whatsoever and wheresoever
Situate Lying and Being Provided always and these
Presents are upon Condition that if I the said Chegapah
Moodelliar my Executors Administrators or Assigns shall
and do from time to time and at all times hereafter Save
Defend and Keep Harmless and Indemnify the said Agostinho
de Cruz his Executors Administrators and Assigns of and
from all Costs Charges and Damages which he or they shall
Sustain or be put unto for or by reason of any Suit or
Suits Action or Actions to be Commenced or Prosecuted
against him or them for or by reason of any Act Deed
Matter or Thing whatsoever done by him or them in the
Premises by Virtue of these Presents And also if I the said
Chegapah Moodelliar my Executors Administrators or Assigns
shall and do from time to time and at all times hereafter
Allow and Pay unto the said Agostinho de Cruz his
Executors Administrators and Assigns all such Costs Charges
and Damages as he or they shall Sustain or be put unto for
or by reason of any Suit or Suits Action or Actions to be
Commenced or Prosecuted against him or them for or by
reason of any Act Deed Matter or Thing whatsoever done
by him or them in the Premises by Virtue of these Presents
Then these Presents and every Clause Article and Thing
herein Contained shall Cease Determine and be Void to all
Intents and Purposes Anything herein Contained to the
Contrary thereof in any wise Notwithstanding

Signed Sealed and Delivered
Where no Stamp'd Paper is to be had
In the Presence of
Nainanada Pomiah

Chegapah Moodelly

Mayor Court at
Madraspatnam

Know all Men by these Presents that I Chegapah Moodelliar
Merchant Inhabitant of Madras do hereby Nominate Constitute
and Appoint Agostinho de Cruz of Madras my true and
Lawfull Attorney for me and in my Name to Ask Demand
Sue for Recover and Receive of and from all and every Person
and Persons Bodies Politick and Corporate whatsoever all
such Sum and Sums of Money Debts Goods Wares Merchandizes
Effects and Demands whatsoever as now are or hereafter shall
become due owing or Belonging to me and upon Receipt
thereof or any part thereof Acquittances or other sufficient
Discharges for the same for me and in my Name to Give and
Grant and upon Default of Payment thereof or any part
thereof for me and in my Name to Commence and Prosecute
any Action Suit or Suits Complaint or Complaints in any of
His Majesty's Courts of Judicature in the Kingdom of Great
Britain or elsewhere and to Arrest Imprison Outlaw Implead
Sue and Prosecute to Judgment and Execution all and every
Person and Persons Bodies Politick and Corporate whatsoever
Indebted to me as aforesaid and Him or them when Taken
in Execution at my Will and Pleasure to Discharge and
Generally all and every other Lawfull Act Deed Matter and
Thing whatsoever touching or concerning the Premises to do
Execute and Perform as fully and Effectually to all Intents
and Purposes as I the said Chegapah Moodelliar could do if
I were Personally present at the doing thereof Hereby
Ratifying and Confirming all and whatsoever my said Attorney
or Attorneys shall Lawfully do or cause to be done in and
about the Premises by Virtue of these Presents And I the
said Chegapah Moodelliar do Covenant Promise and Agree
to and with the said Agostinho de Cruz his Executors
Administrators and Assigns by these Presents that I the said
Chegapah Moodelliar my Executors Administrators or Assigns
shall and will Allow and Confirm whatsoever my said Attorney
or Attorneys shall Lawfully do or cause to be done in the
Premises by Virtue of these Presents And I the said
Chegapah Moodelliar do Covenant Promise and Agree to and
with the said Agostinho de Cruz his Executors Administrators
and Assigns by these Presents that I the said Chegapah
Moodelliar my Executors Administrators or Assigns shall
and will Allow and Pay unto the said Agostinho de Cruz his
Executors Administrators or Assigns all such Costs Charges
and Damages as he or they shall Sustain or be put unto for
or by reason of any Suit or Suits Action or Actions to be
Commenced or Prosecuted against him or them for or by
reason of any Act Deed Matter or Thing whatsoever done
by him or them in the Premises by Virtue of these Presents
And for the more Effectual Securing unto the said Agostinho
de Cruz his Executors Administrators and Assigns the
Payment of all such Costs Charges and Damages as aforesaid
I the said Chegapah Moodelliar do hereby Mortgage and
Assign unto the said Agostinho de Cruz his Executors
Administrators and Assigns all my Estate Right Title and
Interest of in and to all and every the Lands Tenements
Hereditaments and Premises whatsoever and wheresoever
Situate Lying and Being Provided always and these
Presents are upon Condition that if I the said Chegapah
Moodelliar my Executors Administrators or Assigns shall
and do from time to time and at all times hereafter Save
Defend and Keep Harmless and Indemnify the said Agostinho
de Cruz his Executors Administrators and Assigns of and
from all Costs Charges and Damages which he or they shall
Sustain or be put unto for or by reason of any Suit or
Suits Action or Actions to be Commenced or Prosecuted
against him or them for or by reason of any Act Deed
Matter or Thing whatsoever done by him or them in the
Premises by Virtue of these Presents And also if I the said
Chegapah Moodelliar my Executors Administrators or Assigns
shall and do from time to time and at all times hereafter
Allow and Pay unto the said Agostinho de Cruz his
Executors Administrators and Assigns all such Costs Charges
and Damages as he or they shall Sustain or be put unto for
or by reason of any Suit or Suits Action or Actions to be
Commenced or Prosecuted against him or them for or by
reason of any Act Deed Matter or Thing whatsoever done
by him or them in the Premises by Virtue of these Presents
Then these Presents and every Clause Article and Thing
herein Contained shall Cease Determine and be Void to all
Intents and Purposes Anything herein Contained to the
Contrary thereof in any wise Notwithstanding

M. Hyperanzy & Records of the
Court Whereas Richard Parker hath been found for the Defendant
to answer the Complainants Bill exhibited to this Court
touching the Complainants Petition exhibited to this Court
and to the Proceedings of Counsel thereupon had
It is Ordered that the Defendant shall forthwith pay unto
the Complainant the Sum of One hundred Pagodas
100 — Pagodas in full Satisfaction of the Complainants
Demand and Interest thereon and all Costs of Suit
Costs 20 July 20

To the Honble the Mayor
Court at Madraspatam
Humbly Complaining Sheweth
Unto Your Honble Court your Orator Thomas Parker of Madras
Merchant that George Day of the same Place Gentleman
Justly Indebted unto your Orator by Bond in the Penal Sum
of Two hundred and three Pagodas and Interest
Contract Money of Pardon Pagodas for Value
received of your Orator the Sum of Eighty Pagodas
Pagodas the Sum of Eighty Pagodas

by the Copy of the Bond or Writing Obligatory hereunto Annexed for the Inspection
of this Honble Court and which he prayed by your Orator to be taken as part
of this his Bill of Complaint the Original whereof your Orator now
Produces and ready to be produced for the Inspection of this Honble
when required and your Orator further Sheweth unto this Honble Court
that he hath frequently and in a peaceably Manner Requested the
Payment of the said Sum of Two Hundred and Eleven Pagodas
and Interest

Butnotwithstanding May it Please this Honble
Court Court the said George Day Obstinately and Contemptuously Refuses
to pay the Same or to give your Orator any Manner of Satisfaction
touching the Premises your Orator prays a General Relief Such as
to this Honble Court shall Appear Agreeable to Equity and good
Conscience to the End therefore that the said George Day 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 Orderly truly and Effectually to all Intents and
Purposes as if the same unto him were again Repeated and particularly
Interrogated and that he may be Decreed to pay unto your
Orator the aforesaid Sum of 211 Pagodas 10 fanams With all such
Such Interest as aforesaid or Shall hereafter become due thereon
as well Full Payment as also all Costs of this Suit

May it Please this Honble Court to Cause the said
George Day to be Summoned and Required by the Sheriff

(240)

Directions thereof personally to be and appear before this Court at its Sitting Time and place to be by them Assigned and Appointed then and there to Answer the Complaint and Suit then to Stand to Abide and Perform as to this Court shall Seem Meet

12 July 1780

Popham

Clerk Cust

This Bill was Sworn to in Court the Day of Aforesaid Let Summons Issue Returnable Next Court Day

George Procter

Dep. Alderman

(241)

Know all Men by these Presents that I George Day of Madras Inhabitant am held and firmly Bound unto Thomas Dawes of the same Place Inhabitant in the Penal Sum of Four Hundred and Twenty five Star Pagodas Twenty five Fanams to the Payment whereof well and truly to be made to the said Thomas Dawes his Certain Attorney Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this Twenty Second Day of March in the Year of our Lord One Thousand Seven Hundred and Eighty Eight

Whereas the above Bounden George Day Esquire hath this day Sued out a Writ of Summons against the above named Thomas Dawes for the Sum of Two Hundred and Eleven Pagodas Eleven Fanams

(125)

(241)

Star per Cent per Annum payable Indemnity from the Date

Now the Condition of this Obligation such that if the above bounden George Day his Executors Administrators or Assigns shall and do well truly pay or cause to be paid unto the said Thomas Dawes his Certain Attorney Executors Administrators or Assigns the full and just Sum of Two Hundred and Eleven Pagodas Eleven Fanams together with such Interest as shall or may become due thereupon this Obligation and the same Effects to Remain to Continue in full force and Virtue

Signed Sealed and Delivered in the Presence of Damd Durbach Witness

George Day LS

Mayors Court at Madras Inhabitant

Popham Clerk

Tuesday the 11th Day of April Anno Domini 1780

Present

Edwd Isham Holland Esqr. Mayor

Cotton B. Dent and Edwd Gerrow Aldermen

Between Thomas Dawes of Madras Inhabitant Complainant and George Day of the same Place Inhabitant Defendant

Complainants Bill now to this Court Against the Defendant Praying that the Defendant may Pay unto the Complainants the Sum of Three hundred and Fifteen Pounds Eight Shillings and Eleven Pence Sterling with Interest thereon at the Rate of Six Pounds per Centum per Annum from the Twenty Eighth day of February One thousand Seven hundred and Eighty Seven Being the Amount of the Balance of Account Stated between the Complainants and the Defendant on the Twenty Eighth day of February One thousand Seven hundred and Eighty Seven and

Translation of Mortgage Bond Pankata Moodenaranmah

November 1771.

Know all Men by these Presents that I Pankata Moodenaranmah Mark Chief of the Village of Pondicherry in the District of Pondicherry in the Province of Malabar for and in consideration of the Sum of Six hundred and Twenty Pagodas Current Money of Madras now Received of and from Fortune Johnson of the Town of Pondicherry aforesaid Merchant the Receipt whereof I do hereby Acknowledge and Myself therewith fully Satisfied Contented and Paid Have Granted Bargained Sold Assigned Transferred and Set over and by these Presents do Grant Bargain Sell Assign Transfer and Set over unto the said Fortune Johnson his Executors Administrators and Assigns One Bond or Obligation bearing Date the 30th day of October 1771 whereby I the said Pankata Moodenaranmah am Held and firmly Bound unto the said Fortune Johnson in the Penal Sum of Twelve hundred and Forty Pagodas Current Money of Madras with Interest thereon after the Rate of 12 per Cent per Annum to be paid on or before the 30th day of January 1772 as by the said Bond or Obligation and Condition thereunder written may more at large appear And also all Interest Profit Benefit and Advantage which now is or hereafter shall or may become due or owing upon the said Bond or Obligation and all my Right Title Interest Property Claim and Demand whatsoever of in to or out of the same and every Part thereof To have and to hold receive and take the said Bond or Obligation and Premises hereby Granted Bargained and Assigned or Mentioned or Intended so to be unto the said Fortune Johnson his Executors Administrators and Assigns to his and their own proper Use and Benefit And I the said Pankata Moodenaranmah for myself my Heirs Executors and Administrators do hereby Covenant Promise and Agree to and with the said Fortune Johnson his Executors Administrators and Assigns that I the said Pankata Moodenaranmah have not at any time heretofore Released Discharged Assigned Transferred or Set over the said Bond or Obligation or any Part thereof nor Received any Money for the same or any Part thereof And that I the said Pankata Moodenaranmah now have in myself good Right full Power and lawful Authority to Grant Bargain Sell Assign Transfer and Set over the said Bond or Obligation and Premises hereby Granted Bargained and Assigned or Mentioned or Intended so to be unto the said Fortune Johnson his Executors Administrators and Assigns in manner aforesaid And that the said Fortune Johnson his Executors Administrators and Assigns shall and may from time to time and at all times hereafter Peaceably and Quietly Have Hold Receive and Take the said Bond or Obligation and Premises hereby Granted Bargained and Assigned or Mentioned or Intended so to be to his and their own proper Use and Benefit without any Let Suit Trouble Molestation Interruption or Disturbance whatsoever of from me the said Pankata Moodenaranmah my Heirs Executors Administrators or Assigns or any other Person or Persons whatsoever Lawfully Claiming or to Claim by from or under me them or any of them And I the said Pankata Moodenaranmah for myself my Heirs Executors and Administrators do hereby Covenant Promise and Agree to and with the said Fortune Johnson his Executors Administrators and Assigns that I the said Pankata Moodenaranmah my Heirs Executors Administrators or Assigns shall and will from time to time and at all times hereafter upon the Request and at the Costs and Charges in the Law of the said Fortune Johnson his Executors Administrators or Assigns make do and Execute or cause to be made done and Executed all such further and other lawful and reasonable Acts Deeds Conveyances and Assurances in the Law whatsoever for the more effectually Assigning and Assuring the said Bond or Obligation and Premises hereby Granted Bargained and Assigned or Mentioned or Intended so to be unto the said Fortune Johnson his Executors Administrators and Assigns in manner aforesaid as by the said Fortune Johnson his Executors Administrators or Assigns or his or their Counsel in the Law shall be reasonably Devised Advised or Required And I the said Pankata Moodenaranmah for myself my Heirs Executors and Administrators do hereby Covenant Promise and Agree to and with the said Fortune Johnson his Executors Administrators and Assigns that I the said Pankata Moodenaranmah my Heirs 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 Fortune Johnson his Executors Administrators and Assigns of and from all Losses Costs Charges Damages and Expences which he they or any of them shall or may Sustain Incur or be Put unto for or by reason or means of any Claim or Demand whatsoever of any Person or Persons whatsoever Lawfully Claiming or to Claim the said Bond or Obligation and Premises hereby Granted Bargained and Assigned or Mentioned or Intended so to be or any Part thereof by from or under me them or any of them In Witness whereof I the said Pankata Moodenaranmah have hereunto Set my Hand and Seal this 30th day of November in the Year of our Lord 1771.

Signed Sealed and Delivered
in the Presence of us
Pankata Moodenaranmah Mark
Peter Chilly

Signed Sealed and Delivered
in the Presence of us
Pankata Moodenaranmah Mark
Peter Chilly

The foregoing Obligation Translated and Explained to the Obligant in the Malabar Language by Interpreter

Court Interpreter

Know all Men

by these Presents that I Pankata Moodenaranmah Mark of Madras Merchant and by Caste Mortgage Bond or Obligation bearing Date the 30th day of November which was in the Year of our Lord 1771. Stand Indebted unto Pankata Moodenaranmah Mark of Madras in the Sum of Six hundred and Twenty Pagodas Current Money of Madras and by a Translate of the of the said Mortgage Bond or Obligation May Appear Now Know ye that I the said Pankata Moodenaranmah Mark for Valuable Consideration to me in hand paid by Fortune Johnson of aforesaid before the Sealing and Delivery of these Presents the Receipt whereof I do hereby Acknowledge the said Pankata hath Assigned and Transferred by these Presents Assigns and Transports the said Fortune Johnson the said Mortgage Bond or Obligation and the Money thereupon due and owing and indebtedness Due thereupon and all the Right and Interest of me and the same and every part thereof and the said Pankata for Consideration aforesaid hath Made Constituted and Appointed and by these Presents do Make Constitute and Appoint the said Fortune Johnson his Executors and Administrators his true and lawful Attorney and Attorneys irrevocable for him and in his Name and in the Name and Names of his Executors Administrators and for the Use and Profit and Benefit of the said Fortune Johnson his Executors and Administrators to Ask Require Demand Sue for and Receive of and from the Executors and Administrators and Assigns of the said Mortgage Bond or Obligation and Premises hereby Granted Bargained and Assigned or Mentioned or Intended so to be and upon Payment or other sufficient Discharge for the same to Give and Grant Acquittances and other sufficient Discharges and in Default of Payment to Sue for Recover and Distrain for the same and Prosecute all Suits Actions and Executions for the Recovery thereof and Attorneys one or more under him to Make and Substitute and the same at Pleasure to Revoke and Generally all and every other Act Matter and Thing for the Recovery of the said Mortgage Bond or Obligation and Premises hereby Granted Bargained and Assigned or Mentioned or Intended so to be as fully and Effectually to all Intents and Purposes as I the said Pankata Moodenaranmah could do if Personally Present and Acting the same and I the said Pankata Moodenaranmah do hereby Ratify and Confirm all and whatsoever my said Attorney or Attorneys shall Lawfully do or Cause to be done in and about the Premises by Virtue of these Presents In Witness whereof I the said Pankata Moodenaranmah have hereunto Set my Hand and Seal this 30th day of November in the Year of our Lord 1771.

Signed Sealed and Delivered
in the Presence of us
Pankata Moodenaranmah Mark
Peter Chilly

The foregoing Letter of Attorney Translated and Explained to the Obligant in the Malabar Language by Interpreter

Court Interpreter

(246)

(128)

(247)

Mayors Court at
Madraspatanam

Tuesday the 4th day of April
Anno Domini 1780

L. S.

Present

Edwd. John Holland Esqr. Mayor
Cotton & Dent and Edwd Garrow
Aldermen

Between Pankola Moonasawmah
Black by his Attorney Arthur Johnson
of Madras Inhabitant Complainant
and Govindarow Semarow of the same
Place Inhabitant Defendant

It Appearing by the Records of this Court
that the Usual Rules have issued for the Defendant to Answer the
Complainant's Bill which has Regularly doing this Court doth
therefore think fit to Order and Decree and that Accordingly Order
and Decree that the Defendant Shall pay unto the Complainant
the sum and Just Sum of Sixhundred and Twelve Pagodas
Pagodas f Rp. 612 — Pagodas thereon Shall Cease Interest
ceasing or Shall hereafter Incur due thereon until Such
Payment be made also all Costs of this Suit

f. Cost

(248)

Mad. Supreme Court

To the Honble the Chief
Justice and Puisne
Judges of His Majesty's Supreme Court of Judicature at Madras

Humbly Complaining Sheweth unto your Honble Court your Orator Vencatachellapettah Moodelliar
Inhabitant & Native of Madras that Vencatachellapettah Moodelliar late of Madras
aforesaid Native Inhabitant & Native Merchant in his Lifetime & at the time of his Death
was justly & truly indebted unto your Orator in the Sum of Fifty five Pagodas
Twenty Seven Fanams & Fifty five Cash Current Money of the Coast of Coromandel
Eight Shillings Sterling Money of Great Britain & Ireland for Money lent & advanced
by your Orator to the said Vencatachellapettah Moodelliar in his Lifetime & at the time
of his Death which Sum of Fifty five Pagodas Twenty Seven Fanams & Fifty five Cash
Current Money of the Coast of Coromandel Eight Shillings Sterling Money of Great Britain
& Ireland your Orator hath frequently demanded of & from the Executors of the
said Vencatachellapettah Moodelliar deceased but they have refused & neglected
to pay the same to your Orator Your Orator therefore humbly prays that the
Executors of the said Vencatachellapettah Moodelliar deceased may be compelled
by the Power of this Honble Court to pay unto your Orator the said Sum of Fifty
five Pagodas Twenty Seven Fanams & Fifty five Cash Current Money of the Coast of
Coromandel Eight Shillings Sterling Money of Great Britain & Ireland with Interest
for the Detention thereof & your Orator will ever pray &c

Burnaby Waller

To the Honble the Chief
Justice and Puisne
Judges of His Majesty's Supreme Court of Judicature at Madras

Humbly Complaining Sheweth unto your Honble Court your Orator Vencatachellapettah Moodelliar
Native Inhabitant & Native Merchant of Madras that Vencatachellapettah Moodelliar late of
Madras aforesaid Native Inhabitant & Native Merchant in his Lifetime & at the time of his
Death was justly & truly indebted unto your Orator in the Sum of Fifty five Pagodas
Twenty Seven Fanams & Fifty five Cash Current Money of the Coast of Coromandel
Eight Shillings Sterling Money of Great Britain & Ireland for Money lent & advanced
by your Orator to the said Vencatachellapettah Moodelliar in his Lifetime & at the time
of his Death which Sum of Fifty five Pagodas Twenty Seven Fanams & Fifty five Cash
Current Money of the Coast of Coromandel Eight Shillings Sterling Money of Great Britain
& Ireland your Orator hath frequently demanded of & from the Executors of the
said Vencatachellapettah Moodelliar deceased but they have refused & neglected
to pay the same to your Orator Your Orator therefore humbly prays that the
Executors of the said Vencatachellapettah Moodelliar deceased may be compelled
by the Power of this Honble Court to pay unto your Orator the said Sum of Fifty
five Pagodas Twenty Seven Fanams & Fifty five Cash Current Money of the Coast of
Coromandel Eight Shillings Sterling Money of Great Britain & Ireland with Interest
for the Detention thereof & your Orator will ever pray &c

Burnaby Waller

(179)

(249)

To the End therefore that the said Vencatachellah Moodelliar
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 Intentions 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 Fifty five Pagodas
Twenty Seven fanams and fifty five Cash Legal thereon with all
such Interest as now is or shall hereafter become due
thereon until full Payment is made also all Costs of
this Suit

May it Please this Honble Court
to Cause the said Vencatachellah Moodelliar to be Summoned
And required by the Sheriff of Forth Saint George Town of Madras
for him and the Doctor to Answer personally to be and
appear before this Honble Court this present and Appointed
Time and there to Answer the said your Orator Bill of
Complaint so and further to Stand to and Abide by such
Order and Decree therein as to this Honble Court
shall seem Meet

Henry Dupuy
Att.y for Compl.t

9th March 1790

Let Subpoena Issue to Save
Returnable the Days of Appearance
Let Issue Writ of Attachment
Court Day

Chas. John Holland
Mayor

(2.50)

(130)

(251)

D

Know All Peoples to Whom these Presents Shall Come Greeting

Whereas Venatachellah Moodelliar of Madras Inhabitant on the Ballance of an Account Current bearing date the 25 day of February 1730 Stands Indebted unto Joseph Mayaratah Moodelliar of the Same place Inhabitant in the Sum of fifty two Pagodas 37 fanams and fifty five Cash Current Money of Madras Now Know ye, that the Said Mayaratah Moodelliar for and in Consideration to him in hand Paym[en]t by Agostinho de Cruz of Madras Inhabitant the Receipt whereof he the Said Mayaratah Moodelliar Doth hereby Acknowledge he the Said Mayaratah Moodelliar hath Assigned and Setover and by these Presents doth Assign and Setover unto the Said Agostinho de Cruz the Said Account Current and the Money or amount Principal and Interest thereupon due Ensuing and which may become due thereon and all the Right and Interest of in and to the Same and every part thereof and the Said Mayaratah Moodelliar for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth Make Constitute and Appoint the Said Agostinho De Cruz his Executors administrators his true and Lawfull Attorney or Attornies Irrevocable for him and in his Name and in the name And Names of his Executors but for the Sole and proper use and Benefit of the Said Agostinho de Cruz his Executors administrators And Assigns to ask require Demand and Receive of the Said Venatachellah Moodelliar his heirs Executors and Administrators the Money due or to become due on the Said Account Current And on non payment thereof he the Said Agostinho de Cruz

(252)

(253)

(13)

Mayors Court at
Madraspatnam

Tuesday the 11th Day of April
Anno Dominis 1780

L.1

Present
Edwd. John Holland Esqr. Mayor
Colln. Bauerbank Dirt & Edwd. Garrow
Aldermen

Between Mayandah Moo
deliar by his Attorney Agostinho
de Cruz of Madras Inhabitant
Complainant and Venatachella
Moodelliar of the same plce
Inhabitant Defendant

The Defendant being in Court and acknowledging
of the Complainants Demand this Court doth therefore think fit
to Order and Decree that the Defendant shall pay unto the Complt
the full and Just Sum of fifty Two Pagodas Twenty Seven fanr
and fifty Two Cash/Pag. 52. 27. 52/ together with all Costs
Interest accrued or shall hereafter become due thereupon
until full payment be made also all Costs of this Suit

J. Cruz

(254)

Filed 12 November 1776

To the Worshipful the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth to
Your Worships Your Orator George Brown Agent to the Honble
Company of Merchants of England Trading to the East
Indies Executor to Sir Eyre Coote late
Lord George Merchant Rob Armandapillah late of
Merchant Stands Indebted to your Orator in the Sum
Sum of Two Thousand Pagodas Current Money of
Eight Shillings forming Pagoda the Sum of Eight
Bond bearing date the Bday of June 1776 payable
from the said Armandapillah Pagodas
which said Bond according Allegation
Petitioner is ready to be produced to the
your Orator most humbly prays the
to Admit the Copy of the your Orator Bill of Complt
and your Orator further Shews unto this Hon
that the hath frequently applied to
requested the Payment of the L.d Sum of
But notwithstanding
Court the said

(132)

(255)

Refuses to pay the Same or to give your Orator any manner of Satisfaction
the Premises Your Orator Any Manner of Satisfaction touching the Premises
Your Orator therefore prays a General Relief & Such as to this Hon.ble
Touching the Premises Your Orator therefore 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 Armandapilly
May upon his Corporal Oath full 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
Interrogatid and that he May be Decreed to pay unto your Orator
the aforesaid Sum of Two thousand Pagodas together with all
Int.t Interest as now is or Shall hereafter become due thereon
& all Costs of This Suit

May it Please this Hon.ble Court to Cause the said
Armandapillah to be Summoned and Inquired 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 Appointed then and there to Answer the your Orators
Bill of Complaint and further to Stand to and abide by
Such Order and Decree therein as to this Hon.ble Court
Shall Seem Meet

Wm Sedgley
Atty Compt

And the Same was Accordingly Specified on the Back of the Said Bond and out of the Defendants Said Three Quarter part of Shares he Agreed to Allow one Quarter part thereof to the Dubash of the Said Complainant and Agreements passed Accordingly between the Defendant

And the Defendant further Saith that he did on the Ninth day of September in the Same year 1775 also Borrow and Receive of the Said Complainant a further Sum of 1000 Pagodas upon another Bond or Writing Obligatory to Repay at Interest after the Rate of 12 P Cent Payable in 18 Months from the Said 9th day of Sept. 1775 upon the Same Terms and Conditions as the Said Sum of One thousand Pagodas was Borrowed and the Same was Endorsed on the said Bond of One Thousand Pagodas

And the Defendant further Saith that he hath Cast and Applied the Sum of 3000 Thousand Pagodas at the Northward for and towards providing Goods Assortable to the Market at Madras but in which only part of the Said goods had been Invested from the Northward the Times Limitted in both the Said Bonds Elapsed and the Said Complainant Dubash pressed the Defendant towards the Said Complainant Dubash pressed the Defendant towards the discharge of them untill which the Defendant Refused to Comply Complyed being Contrary to the Term and Consideration Entered on the back of both the Said Bonds and because the Monies Borrowed thereon had then Already Wasted at the Northward for the providing in Consideration of which the Said Complainant Accepted of the Said Bonds of 2000 Pagodas and Interest only upon both the Said Bonds and the Letter

to the 1st day of [illegible] 1776 and that the said Defendant should
at the same time enter into the same Bond of Obligation of 12 Pa
and that same to be paid in 12 Months from the said 1st day
June 1776 but the Agreements and Conditions Relative to the
Trade for which the 2000 Pagodas were taken up and secured
were duly mentioned and Indorsed on the Back of the Bo
of 2000 Pags it being thought a Mistake Omitted to have
entered on the said Bond of 1000 Pagodas

And the Defendant further saith that the same Bond
on the said 2 Bonds being the Obligation Mr Alexander
the said Complainants Attorney passed this Defendant
the Payment of them when this Defendant should
to Pay of the said Bond of 1000 Pagodas with
Because the Clause or Condition Aforesaid had been
to be Indorsed on the Back thereof Mr Alexander
Pay the Bond of 2000 and informed the said Defendant
that the same was Ready for Delivery for
the said Complainant but as Interest then
Part of the same by the Complainant and Defendant
and was to Maintain the Like Sum of the Before Mentioned
Pickenbaugh Rupees Ready that the same
Specified on the Back of the said Bond of 2000 Pagodas
and that part of the said goods on Consignment
Part of which had been Sold for Ready
and part Remained

Sort of the goods were Received and Sold and the Amount Collected on the
Accounts Relative to the the said Bond of 2000 Pagodas Should be Settled
Reported and paid off According to Agreement To which the said Mr
Brodie in Some Measure Consented whereupon this Defendant paid
off the said Bond of 1000 Pagodas with the Interest thereon in full
and took up the said Bond and offered to pay the Interest on the
Bond of 2000 Pagodas

And this Defendant further Saith that from the aforementioned
Matters the Terms and Conditions upon which the said Sum of 2000
Pagodas was to be paid he humbly Conceives the Complainant
Cannot except Payment before all the said goods for which the
said 2000 Pagodas was taken up have been Received and Sold
yet nevertheless the said Complainant has unjustly Pressed
this Defendant in this Honble Court for the said Amount of
2000 Pagodas but Defendant humbly Submits to Mention the said
Agreement or Condition of Trade Specified on the Back of the said
Bond of 2000 Pagodas

And this Defendant further Saith as soon as the other part of
the said goods shall come to Hand and be Sold the Cash for the
whole Amount Sale Collected this Defendant will Adjust
and Settle his Accounts with the Complainant Relative
to the said Joint Trade and will Pay of the said Bond of
2000 Pagodas According to the Agreement and Condition
Specified on the Back of the said Bond before which this
Defendant in the Submission to this Honble Court does not
think himself Justifiable by Law or Equity Obliged to Pay off

Voting Obligatory given and granted by the said Defendant unto the
Replaintor the 17 day of June 1760 and Interest thereon at the Rate of
12 ℔ Cent and which said Principal together with the Interest due
thereon ought to be Immediately paid Notwithstanding the money
Tenders and Expenses made by the Defendant towards the same
and for further Replication unto the said Answer the Replaint
saith that the Defendants Plea formed praying offand discharging
his said Bond is very unjust and such a one as he Cannot under
the Circumstances mentioned as Stated by him the Defendant himself
will Not be Sufficient to delay the immediate payment of the said
Bond for Supposing that the said Money was paid unto & the
said Bond given by the defendant for the purpose and Consideration
of Employing the same in Trade for the Joint Interest of this
Replaint and him the said defendant Yet it Appears also that
it was never the Intention of the Replaintor the
Expectation of the Defendant that the said Sum of should
remain Subject to the Defendant on point of time to pay or
Account for the profit when ever the said Defendant Should
Should Chuse or that the Replaint Should be Satisfied and pleased
with the answers of the Defendant that part of the goods in
Tender was already Turned that part had been Sold for Ready
Money and part Imbarked and that part remained unsold
and the Replaint Could not expect Payment before all the
Said Goods for which the Said 2000 Pagodas was taken up

to discharge the said Bond Sue and Expell the Defendant
from any claim which he now and Will Ready to pay

Wherefore Matters and things the Defendant to Answer
unwilling to be put Maintained or the Replaint shall
and Humbly Prays to be hence dismissed with his Reasonable
and Charges in this behalf most thankfully sustained

Dan! Thane

Sworn 3 Aug 1772

Def

The Replication

Sworn by the within Named

to the Name of Answer

The said Replaint

being and knowing unto himself all
and advantage of Exception to the many Errors
and Insufficiencies in the Defendant
for Replication hereunto and the said
and things therein Contained Doth
in the same to be proved as the same
and that the Answer of the Defendant
and pray that the said Defendant
Interrogatories
Consent as by the said

Northward at the Expiration of 2 Years at which appears by the Defendants Answer that this Deptant May Stay Still 2 Years more before he has any knowledge of the Disposal or ment of his Money or indueed from the Understanding and Meaning of the defendant upon his Right to keep the said Money without giving Any Account the way to Be probably that he may even know More of the Matters than that his Money have been Lost

For all which Reasons this Defendant hopes and from the Situation of the Matters in general that this Deptant has an undoubted Right to Demand the Instant payment of his Bond and that the Agreements opposed thereto by the Defendant are very unreasonable or Retard his said Claim

All Which Matters and things this Deptant is Ready and willing to Aver Justify Maintain and prove as this Honble Court shall direct and Mait Humbly prays as in and by his said Bill of Complaint he hath Already Prayed

Henry Dudley
Atty for Deptant

Filed 11th Sept 1770

The General Rejoinder of Annandah pillah of Madras Merchant Defendant to the Replication of George Brown by his Atty Alexander Brodie of Fort Saint George Merchant Complainant

This Defendant now and at all times hereafter saving to himself all Manner of Benefit and Advantage of

Exception to the Sufficiency and Competency of the Said Bill
for Injunction Saith that the Defendant Said Statements in
and Said Bill contain to be Replied unto and Answered
by his Said Answer he the Said Already Said and Defendant
now maintain & Mandamus Injunction and Decree
Injunction on Said Motion as Answer will Help
and Expedient and this Defendant also Saith that the
Replication of the Said Complainant is Insufficient
Sufficient the Said to be Injunction to by this Defendant
for these Reasons and Exceptions known Contained
All Which Matters and things this Defendant
Ready and willing to Aver Maintain and Prove as Said
Mannar and Form as this Honble Court Shall Direct
therefore humbly Prays as by Prays that the Said Bill
Already Prayed

Jan Alexr
Ally Defendt

Interrogatories to be Administrated
to Such Witnesses as Shall be produced Sworn
and Examined on a Certain Cause Now depending
and at Issue in the Honble this Mayors Court
at Madraspatnam Wherein George Brown
by his Atty Alexander Brodie of Fort Saint
George Merchant Complainant and Al-
mandah pr Mah. of Madras Merchant
Defendant

On the Part and behalf of the Defendt

To Rama Reddy
Mannar Reddy
Venkatachala
Pullay Nagaiah
Moodeliy Munga
Puddy Chetty &
Pannia Mauck

1st Do you know the parties Complainant and Defendant in the
Title of this Interrogatories named and in that of them and do you
know Alexander Brodie the Said Complainants Atty If Yea how
long have you So known them or either and which of the
Declare.

2d Do you know whether the Said Defendant in the Month
of August in the Year 1775 take up and borrow from the Said Complt
Roy and what Sum of Money If Yea how and in what Manner
was the Said Sum of so taken up and borrowed on what Terms
and Condition what was to be done with and for what was the
Said Money to be put to what Share Benefit or advantage was the
Said Defendant to have on the Use of the Said Money and how
and in what Manner and wherein were the Said Terms and Conditions
Specified and was there any and what Agreement to Allow any
and what Share of the Profits on the use of the Said Money
to any other and what Person do you know whether the Said

Means from the said Complainant or any Person or Persons on his behalf
If You know or believe that Manasseram the said Answerer stands possessed
of any Effects or Goods whatsoever to the Value or Amount of
Rupees the said Answer is to declare the same
Whether the said Defendant hath or have Complained
and have not dismissed Manasseram and his securities the said
And Whether you or they Do or do not know
said Defendant did assume any and what Sum of
Money and what Sort of Goods to the Plaintiff and
what became of them or any and what part of the
Goods you know whether the said Defendant hath
and what Answer Sum of Money Remains due from
said Complainant If You answer and believe
to pay the Money and that done or the Payment
and do you know and believe any and what Sum
between the said Defendant and the said Complainant
All Relations to the Payment of any and what Sum
and what Answer and what Sum of
Answer you know Do you know or believe the Answer
of said has been of any Debt or Debts
to the said Defendant If You do
to the best of your Knowledge and Belief
together with the Reasons of such
fully Declare

To Ditto 3d Do you know of any Other Matter or thing or have you heard
or can you Say Any thing touching the Matters in Question in this Cause
that May Tend the Benefit or Advantage of the said Defendant
If You Declare the same as you know have heard or do believe together
with the Reasons of such your Belief as fully as if you had been
thereunto particularly Interrogated

Dan'l Shaw
Atty for the Defr

Know All Men by these Presents that I Annadapilla
am held and firmly bound unto Major George Brown in the
Penal Sum of Four thousand Pagodas to the Payment whereof well
and truly to be made to the said Major George Brown his
Heirs Executors administrators or Assigns I do hereby bind myself
my Heirs Executors and Administrators firmly by these Presents
In Witness whereof I have hereunto set my Hand and Seal
in Fort St George this Thirtieth day of June in the Year One thousand
Seven hundred and Seventy Six

Whereas the above bound Annadapillah hath borrowed and Received of
the Above Named Major George Brown the full and Just Sum of
Two thousand Pagodas to Him at Interest at the Rate of Twelve p Cent
p Annum

Now the Condition of this Obligation is Such that if the
Above bound Annadapilla his Heirs Executors administrators
or Assigns shall well and truly pay or cause to be paid
unto the said Major Geo Brown his Heirs Executors or

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Lieutenant Regulations for Books to go thereunto Interest &c
as may more fully appear upon the Allegation to be exhibited and
an Affidavit thereunto to Continue in full force and Virtue

Signed Sealed and Delivered
where no Stamp'd Paper to be had
in the Province

Jeremiah Lapellah (L.S.)

Mayors Court at
Madras Patnam

Deposition of George Brown Esqr. taken
&c. &c. &c.

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Complainant and Jeremiah Lapellah of Madras aforesaid Merchant Defendant

On the Part of the Defendant

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

Marcus Moodelly of Madras Merchant Aged 30 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant sworn on the 11th day of Augt 1779 Deposeth on Oath at the Office of Mr Henry Dispigny one of the Attys for the Complainant by Candlelight. My Lawful Oath also left him on the Table of the Name Tellhands Place of Abode of the said Deponent and afterwards on the 20th day of October in the same year being Sworn and Examined Deposeth as followeth

To the First Interrogatory this Deponent Saith that he does not know the Complainant George Brown in this Cause nor has Attorney Alexander Brodie but that he doth know the Defendant Jeremiah Lapellah in this Cause and that he hath Acknown him for 8 Years and more Saith not to this Interrogatory

To the Second Interrogatory this Deponent Saith that he does not know whether it was in the Month of August 1775 but About 2 or three Years ago the Defendant in this Cause did Receive from the Honorable Nawab the Sum of 2000 Pags and it was mentioned at the time the said Money was lent that it was the property of the said Honorable Nawabs Master and the terms

Mayors Court at Madraspatnam

Between George Brown Major in the Service of the Honble United Company of Merchants of England Trading to the East Indies but at Present at Tanjore by his Attorney Alexander Brodie of Fort Saint George Merchant Complainant and Andapilla of Madras aforesaid Merchant Defendant

On the Part of the Defendant

Deposition of Witness to be taken in this Cause by and before the Examiner in this Court as follows viz.

Venkatashala Rullay of Madras Conjeepoly Aged 30 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 7th Day of Augt 1779 Sworn in Person at the Office of Mr Henry Dupsey in his Attorney for the Complainant by Condapah My Servant who also left him a note of the Name Title and place of Abode of the Said Deponent and Afterwards on the Same Day being Sworn and Examined Deposeth as follows viz.

1st ... To the first Interrogatory this Deponent Saith he doth know the Complainant Geo Brown in this Cause and that he hath known him four or five years and doth he doth also know the Defendant Annadapillah in this Cause and that he hath so known him four Years or thereabouts but does not know Alexander Brodie the Complainants Attorney in this Cause and More Saith not to this Interrogatory

2d ... To the Second Interrogatory this Deponent Saith that he does Not Remember whether there was in the Month of Augt 1775 but about

four Years Ago the Said Complainant Richard Cox Consigned & Shipped
brought 2200 Pagodas to the Said Defendant Hance with Orders to the
Defendant Immediately and Some and Such Persons that the Said
Hance which the Said Defendant Received and the Same and Such
was that the Said Defendant was to Hand the Money to Such
Purchase Merchandize and Ship the Said Complainant was
Consorts of the Profits arising from Such Merchandize and
Said Complainants Share Hance was also another Agreement
entered between the Said Defendant and Complainants Richard
the Said Complainants Richard that the Said Complainant Richard
was Known to have the four Thousand Pagodas to be paid by the Def
and the Same and Condition as Given upon between the Complain
and Defendant Hance Consigned upon the Back of a Bond given
Said Defendant and Complainants Richard Cox Hance
that this Defendant Cannot Recollect the particulars Mentioned
last of the days after the Complainants Richard brought the Defendant
Sum of 2200 Pagodas Brought to Thousand Pagodas mentioned
the Said Defendant Hance Received and this Deponent has
from the Defendant Hance to take of Consideration the Same Mentd
with a Second Same and Such the Terms and Conditions
Same and also Signed on the Back of the Bond & that this
Deponent doth know that the Same and Conditions were
Same and also Signed on the Back of the Bond and that this
doth know that the Said Defendant Hance Received 2200 Pa
Sorts of Northern Goods such and as Nothing Likely to
Gingelee Cot Such Goods Hance Received the Said Defendant

Mentioned in a Letter to his Correspondent to purchase Such Articles
as were likely to be Most profitable and that part of the Goods
so Sent for as aforesaid that the Rest yet Remain to the Northward
and that part of the Said Goods which so Removed have been
disposed and that this Deponent doth know that the Said
Defendant has paid One Thousand Pagodas with the Interest
of the Money Received by him from the Said Complainant &
this Defendant thinks it was paid about 2 Years after the
Loan of the Said three Thousand Pagodas being what was Collected
of the Said Merchandize so sold and that this Deponent doth know
that the Said Complainants Atty did Send to the Defendant for
the Remainder of the Money due to the Defendant Replyed
that he had Not Received all the Goods from the Northwards
but as Soon as they Come he would Dispose of them and Discharge
the Complainant Demand the Complainants Atty then
Said would the Defendant to grant a free Bond Payable in 6
or 5 five Months but the Defendant Refused to it the Complts
Attorney then Said he will prosecute him and that this Deponent doth
know that Commencement of this Suit has been of Detriment
to the Defendant has his Correspondent to the Northward upon
hearing of this Prosecution Detained of the Said Goods and it as
likewise been the Means of the goods which Remained have
undisposed of not being Sold and more saith not to this or the
last Interrogatory

Wm Cox
Exam.

Mayors Court at Fort St George
Madraspatnam

George Brown of the Service of the Honble United Company of Merchants of England Trading to the East Indies Inhabitant at Fort St George by Profession a Merchant Plaintiff

against

Pernaud Busch of Madras Esqr late Agent for the Honble United Company of Merchants of England Trading to the East Indies Inhabitant at Fort St George aforesaid Defendant

On the Part of the Defendant

Depositions of Witnesses taken upon the Cause by the Defendant's Commissioners Interrogatories

Pernaud Busch of Madras Esqr late Agent for the Honble United Company of Merchants of England Trading to the East Indies Inhabitant at Fort St George aforesaid Defendant in the Cause depending between George Brown of Fort St George aforesaid Merchant Plaintiff and the said Pernaud Busch Defendant produced sworn and Examined the 7th Day of August 1779 Between the Hours of Ten in the Forenoon and One in the Afternoon at the Office of Mr Henry Lushington Attorney for the Defendant by Commission directed to Thomas Austin Esqr Mayor of the Honble United Company of Merchants of England Trading to the East Indies and Others the Judges of the Mayors Court at Madraspatnam and afterwards on the 13th Day of the Months being Sworn and Examined Deposeth as follows Viz.

1st To the First Interrogatory this Deponent saith that he well knows the Complainant George Brown in the Interrogatory mentioned and this Deponent further saith that he has been informed by the Complainant's Attorney that the Complainant is a Native of Great Britain and this Deponent believes the same to be true and further saith that he has been informed by the Complainant's Attorney that the Complainant is about Twenty Seven Years of Age and this Deponent believes the same to be true

2d To the Second Interrogatory this Deponent saith that he well Remembers to have been at Madras in the Year 1775 but whether it was in the Month of May or June this Deponent cannot recollect but this Deponent saith that he is certain it was in the Year 1775 that he left Madras and this Deponent further saith that he left Madras about four Years ago and this Deponent further saith that he left Madras in the Ship Duke of Grafton Commanded by Captain Hall and this Deponent further saith that he left Madras in the Month of September and this Deponent further saith that he arrived in England in the Month of March following and this Deponent further saith that he left Madras in the Year 1775 and arrived in England in the Year 1776 and this Deponent further saith that he left Madras about four Years ago

to the Defendants House Which the said Defendant Received and the Terms And Conditions were that the Money was to be Sent to the Northward to purchase Merchandize and that the said Complainant was to have One fourth of the Profits Arising from Such Merchandize as his Share and it was agreed that the Complainants Dubash was likewise to have One fourth Which the said Defendant was to pay but this Deponent does not know what the said Terms and Conditions where Specified but he has been informed that the said Defendant gave a Bound for the Money he so Received from the Said Complainant Dubash that this Deponent does not Remember whether it was in the Month of September in the aforesaid Year but about Twenty days after the Complainants Dubash brought the aforesaid mentioned Sum of 2000 Pagodas he Brought Three Thousand More which the said Defendant likewise Received and this Deponent was informed that it was appropriated in the same Manner as the former Sum that is was and this Deponent further saith that he the said Deponent doth and that the Terms and Conditions where the said Deponent doth saith know that the said Defendant did Advance the Sum 3000 Pags for Several Kinds of Northern goods Such as Paddy Redcharee grams gangee Bit Seeds Lam Bit Seeds and different kinds of grain &c and that part of the goods so Sent forward here and that the Rest yet Remain to the Northward and that part of the said goods which so Arrived have been disposed of and that this Deponent doth know that the Defendant has paid 1000 Pagodas with Interest to the Complainants Attg. Broder of the Money Received by him from the said Complainants Dubash that this Deponent thinks the said money was about one Years after the Received the said three thousand Pagodas and that it was paid out of the Sale of the said goods and that this Deponent has been informed that

Mayors Court at Madraspatnam

Tuesday the 11th day of April Anno Domini 1780

Present

Edwd. John Hallond Esqr. Mayor

Cotton B. Dent and Edwd Gannon

Aldermen

L.S.

Between George Brooxon Major in the Service of the Honble United Company of Merchants of England Trading to the East Indies but at present at Tanjaure by his Attly Alexander Boodie Complainant and Runadapellah of Madras Merchant Defendant

This Cause Coming on to Stand And Debated this Day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill The Defendants Answer The Replication The General Reporter The Interrogatories And Depositions On the Part of the Defendant On Hearing the Pleadings and Agreements Made Use of by

Mayors Court

Madraspatnam

Tuesday the 11th day of April

Anno Domini 1780

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[illegible] after the Expiration of the aforementioned Term of [illegible] Days after the Defendant for the Expiration of [illegible] Days the Defendant shall shall [illegible] [illegible] for the Northward shall Produce [illegible] [illegible] Interrogatories [illegible] the Complainant [illegible] the said Points Examined the Defendant Major [illegible] Goodrich the 2d Defendant Depositions being [illegible] then Read Order the Commissioners Dismissed [illegible] Ordered that the Commissioners Dismissed [illegible] Ordered that the Commissioners Dismissed [illegible] to the 2d Defendant Interrogatories the Defendant [illegible] refused the Money Part of the said Interrogatories [illegible] from the Northward [illegible] at this Board to stand over Sine Die and no Costs [illegible] [illegible] Interrogatories

Witness

Thos Mark

of Pennant Naish

by the Attorney and on the Consideration that
therein This Court doth Hereby Order and Decree
And Doth accordingly Order and Decree
that the Complainants Bill be Hereby Dismissed
with Costs

By Court

Filed 15th April 1820

for the Inspection of this Honble Court and which Your prayer May be Annexed
as part of this his Complaint the Original Assignment with Power of Attorney
being in your Orators Attorneys Custody and Ready to be Produced for the
Inspection of this Honble Court of Reference and your Orator further Sheweth
unto this Honble Court that the frequently and often and Amongable
Manner Requested the Payment from the said Garagabaukum
Mahadawahattar of the said Sum of Four Thousand One hundred
And fifteen Pagodas

But now it is May it Please this Honble
Court the said Garagabaum Mahadawahattar 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 Special
Rule of Such note to this Honble Court Shall Appear Agreeable to Equity
And good Conscience to the End therefore that the said Garagabaum
Mahadawahatar 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 thousand One
Hundred and fifteen Pagodas with all Such Interest as accrue
due or Shall hereafter become due thereon also all Costs of this
Suit

May it Please this Honble Court to Cause the
Garagabaum Mahadawa Battar to be Summoned and

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15. April 1780

John Sykes
Mayr Comptt

Translation of a Bond or Obligation made by Sadagopa Langa

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Durmadapauhum Terumalay Chepstan Moor Talavanahary Terumayee
And Arsumevalee of Maneaon of the said Village and the Duty dressing
&c Mitta of the said Village exclusive of Peon Allowance & Sowante
Pay Remainder shall be Pay Annually towards the said Sum. I do
give this Bond to my Eminent Witness Cotuchiall and Palan
tandam Lingabatter by their Knowledge Drawn by Cayambatto
Landsperi

Witnesses (Signed)
Cotuchiall Vannear
Palantandalam Lingambatter

(Signed)
Gorecanhauhum Mahodanabatta
the Gomasta of the Caste of Garaga
pahum Venkatanarrainpeian Peraud

The Aforegoing is said to be true Translation as near as can be from the Original in the Mallabar Language by Seshayam Sworn Court Interpreter

John Sykes
Mayr Comptt

Shall People to Whom these Presents Shall Come Greeting
Whereas Lingambauhum Mahodanabattar of Madras Inhabitant
in Arid by One Mortgage Bond or Obligation bearing date the 25 Day
of April which is run in the Year 1777 Stands Indebted unto Coaty Nack of
Madras Merchant in the Sum of four Thousand One hundred and fifteen
Pagodas Current Money of Madras as in and by a Translation of the
said Mortgage Bond or Obligation May Appear Now Know
ye that the said Coaty Nack for a Valuable Consideration to
him in hand paid by Peroal Doraim of Madras Inhabitant

for the Recovery thereof by the said Royal Decree saving the said Coety Merick harmless of and from Any Costs that May happen to him thereby In Witness Whereof the The said Coety Merick hath hereunto Set his Hand and Seal in Madras aforesaid this 5 day of April 1780

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

Attest Copy
John Sykes
Attg Compt

Mayor's Court at Madraspatnam

Tuesday the 18th day of April Anno Domini 1780

Present
Edwd John Holland Esqr Mayor
James Call and Edwd Saunders
Aldermen

Between Coety Nauk of Madras Merchant by his Attg Royal Decree of the same place Inhabitant Complainant and Ganesam Sankrum Mahedavatten also of the same place Inhabitant Defendant

L S

Mayor's Court

for the Discovery thereof by the said Procal Dumm saving the said City Mark harmless of and from Any Costs that May happen to him thereby In Witness Whereof the the said Coety Mark hath hereunto Set his Hand and Seal in Madras aforesaid this 5 day of April 1780

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

Atone Copy

John Sykes

Mayor C

[illegible] question touching

ations therefore prays a General Relief And as to

this Honble Court Shall Appear Agreable to Equity and good

Conscience to the End therefore that the said Boodoo Catchiar 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 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 hundred and One Pag.s Nineteen Fanams

And fifteen Cash in Hall Such Interest as aforesaid or Shall thereafter

become due thereon also all Costs of this Suit

May.t Please this Honble Court to Cause the said

Boodoo Catchia 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

to be by this Honble Court

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The Defendant by his Attorney Mr Powell being called upon to hear the Contents of the Complainants Bill of Complaint read in Court and thereupon hands in his Answer and Demands Oyer accordingly Oyer and Time for the Defendant to put in his Answer to the Complainants Bill of Complaint is granted

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Orator prays May it please this Honble Court that the Bill of Complaint the Original Agreement both Dated the 27th May 1815 being in your Orators Attorneys Custody And Ready to be produced for the Inspection of this Honble Court of Record And your Orator further Shews unto this Honble Court that he have frequently upon an Amicable Manner Inquired the Payment of the said Sum of One hundred and One Pagodas Remittance for Jeffery Cash

But now so it is May it please this Honble Court the said Boodoor Calichee Obstinately and Contemptuously Refuses to pay the Same or to give your Orator any manner of Satisfaction touching the Premises Upon Orators 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 Boodoor Calichee 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 hundred and One Pag. Remittance for Jeffery Cash with all Such Interest as aforesaid or Shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Boodoor Calichee 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

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Shewith Unto the Honble Court your Orators Lookeput Boodoo Chetty Hindoo Merchant Calichepuk and Mayapuk Hindoo Weaver Inhabitants of Madras Inhabitants by their Attorney Ignatius de Cruz of the Same Place Inhabitant That Boodoor Calichee aforesaid Madras Inhabitant Hindoo Justly Indebted unto your Orators in the full and Just Sum of One hundred and One Pagodas Remittance for Jeffery Cash Current Money of the Madras Coast Making in Sterling Money of Great Britain the Sum of Eighty Shillings for every Pagoda the Sum of Forty Pounds Sterling Money of Great Britain And being so Indebted he the said Boodoor Calichee in or about the Month of May in the Year of our Lord One Thousand Eight hundred and Fifteen for and in Consideration of the Premises Promised and Agreed to and with your Orators to pay unto them the aforesaid Sum of One hundred and One Pagodas Remittance for Jeffery Cash on Demand

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Know All People to Whom these Presents Shall Come Greeting

Whereas Boodoo Catchie of Madras Inhabitant on the Ballance of an Account Current bearing date the 1 Day of Jany 1780 Stands Indebted unto Moortapah Boodary Moodelliar and others all of Madras Inhabitants in the Sum of 101 Pagodas Pondicherry Fanams and fifteen Cash Current Money of Madras and by the Said Account Current May Appear Now Know ye that they the Said Moortapah Boodary Moodelliar Master Vengapah & Catchapah for Valuable Consideration to them in hand paid by Agostinho de Cruz of Madras Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof is hereby Acknowledged they the Said Moortapah Bodary Moodelliar have Assigned and Setover and by these Presents doth Assign and Setover unto the Said Agostinho de Cruz the Said Account Current and the Money or amount Principal and Interest thereupon Due and owing and which May become due thereon all their Right and Interest of in and to the Same and every Part thereof and they the Said Moortapah Boodary Modelly for the Consideration Aforesaid have made Constituted and Appointed and by these Presents do make Constitute and Appoint the Said Agostinho de Cruz their Executors and Administrators their Sure and Lawfull Attorney and Attorneys Irrevocable for them and in their Names and in the Name and Names of their Executors administrators but for the Sole and proper Use and benefit of the Said Agostinho de Cruz his Executors administrators to ask Require demand and Recover of the Said Boodoo Catchie his Executors

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Mayor's Court at Madraspatanam

Tuesday the 25th day of April Anno Domini 1780

L.S.

Present

Edwd. John Holland Esqr. Mayor

George Proctor and Willm. Wells

Aldermen

Between Moortiapah Boodaroy Moodelliar Mootoo Vinapathee Catalyapah and Vallayda Moodelliar all of Madras by his Attorney Agostinho de Cruz of the same place Inhabitant Complainant and Boodoo Catchee of Madras Inhabitant Defendant

It appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Compts Bill which he has Neglected doing this Court doth therefore think fit to Order and Decree and do the Accordingly Order and Decree that the Defendant shall pay unto the Complainants the sixth And last Sum of One hundred and One Pags Rooden fanams 5 Store Cash Pags 101 11 15 together with all such Interest as now is or shall hereafter become due thereon until full payment be made also all Costs of this Suit

J. Hill

(29)

Recd the 26th April 1780

To the Worshipful the Mayor
Court at Madraspatam

Humbly Complaining Shewn Unto Your
Worships Your Orator Tungy Chungtaway of Madraspatam Merchant That
whereas Your Orator is Justly and Honestly Entitled to the Sum of
Pagodas Principal Money and Interest Due thereon from
Your Worships Son Mr Henry Dispiny Late of Madraspatam Deceased
Together with Interest thereon after the Rate of Eight Pagodas
per Hundred Pagodas per Annum Which Sum of Pagodas
Your Orator Has Frequently Demanded of the Said Mr Henry Dispiny
in his Lifetime and since his Decease of Your Worship but
Refuse to Pay the Same Your Orator Therefore Prays Your Worship
may be Pleased to Grant Unto Your Orator a Summons Directed to
Your Worships Son Mr Henry Dispiny Commanding him to Appear
before Your Worship at Your Worships Court at Madraspatam to Answer
the Premises and Further to Do and Receive as to Your Worship
shall Seem Meet And Your Orator Shall Ever Pray &c

Tungy Chungtaway

Summons Issued

To the Sheriff of Fort St George Town of Madraspatam and the
Districts thereof Greeting

You are Hereby Commanded to Summon Henry Dispiny Late of
Madraspatam Deceased to Appear before the Worshipful the Mayor
and Court at the Court House in Fort St George on Monday the
Twenty Fifth day of April Instant at Ten of the Clock in the
Forenoon to Answer the Complaint of Tungy Chungtaway and
Further to Do and Receive as to Your Worship shall Seem Meet
Hereof Fail not at Your Peril Dated this Twenty Second day of
April 1780

By Order of the Court
Edwd John Holland
Mayor

(29)

Orator therefore prays agreeable Relief Such as to this Honble Court shall
appear Agreeable to Equity and good Conscience to the End therefore that
the said Tungy Chungtaway May upon his Corporal Oath full True
direct and perfect Answer Make to all and Singular the Matters &
things herein before Set forth And Alledged as fully Truely and Effectually
to all Intents and purposes as if the Same were herein Repeated and
Particularly Interrogated and that he may be Decreed to pay unto Your
Orator the aforesaid Sum of three hundred and Twenty Pagodas to
gether with all Such Interest as remains or Shall hereafter become
due thereon also all Costs of this Suit

May it Please this Honble Court to Cause
the said Tungy Chungtaway to be Summoned and Injoined by
the Sheriff of Fort St George Town of Madraspatam and the
Districts thereof Personally to be and Appear before this
Honble Court at a Certain time and place to be by this Honble
Court prescribed and Appointed then and there to Answer the
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

26th April 1780

This Bill was Sworn to me between
the Days of Adjournment & Is a true
& Just Complt
Your Honourable Next Court Day

Henry Dispiny

Edwd John Holland
Mayor

(292)

Know all Men by these Presents that I Lingy Chungy of Madras Inhabitant Administrator to the Estate and Effects of the late of Thomas Cooper and held and firmly bound unto Thomas Cooper of said Madras Merchant in the Sum of Three Hundred and Twenty Star Pagodas to be paid to the said Thomas Cooper his Executors Administrators or Assigns to the which Payment well and truly to be made and to the Last Thereof I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this Fifteenth day of October in the Year One Thousand Seven Hundred and Seventy Eight

Whereas the Above bound Lingy Chungy Administrator of the Estate and Effects of the Above Named Thomas Cooper for the Sum of Three Hundred and Twenty Star Pagodas to Him at Ordered by the Worshipful Mayors Court of this Place upon Oath Pagodas Demand

Now the Condition of this Obligation is such that if the Above bound Lingy Chungy Administrator aforesaid his Executors Administrators or Assigns Shall well and truly pay or cause to be paid to the said Thomas Cooper his Executors Administrators or Assigns the full and just Sum of Three Hundred and Twenty Star Pagodas together with Lawful Interest as Shall on May Demand Due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

Signed Sealed and Delivered
in the Presence of
Stamped Paper not to be had
in the Province of

(293)

That for Securing the Payment of the Amount of the Within Mentioned Sum of 320 Pagodas I Chungy as Administrator to the Estate and Effects of Yagaram Deceased a House and Ground Situated at Pettah Madras Pettah in Vengadah [illegible]

Which Were first Mortgaged by the Intestate in the Lifetime of the Said Yagaram to whose Estate I am Administrator Agreeable to this Bond Sales Mortgaged with the Said Creditors In Witness whereof I have hereunto Set My Hand and Seal in Madras 15 October 1778

Witness

Above Copy Henry Du Pre
Att Interpt

Mayors Court at Madraspatnam

Tuesday the 15th Day of April Anno Domini 1780

Present
Edwd Saxon Holland Esqr. Mayor
George Proctor and William Webb
Aldermen

Between Thomas Cooper of Madras Merchant Complainant and Lingy Chungy Administrator of all and Singular the Estate of Yagaram late of

(294)

The Defendant

To the Honble the Mayor

Humbly Complaining

(152) (295)

Prays May be Admitted as part of this your Orators Bill of Complaint and Whereas your Orator hath frequently and in an Amicable Manner Requested Payment from the said Mahomed Gazeem of the said Sum of One hundred and Eighty Two Pagodas forty fanams and Seventy Cash

Nevertheless. May it Please this Honble Court the said Mahomed Gazeem Obstinately and wilfully Refuseth to pay the same or to give your Orator Any Manner of Satisfaction touching the Premises Your Orator therefore prays against the Day of Such as to this Honble Court Shall Appear Agreable to Equity and good Conscience. To the End therefore that the said Mahomed Gazeem 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 hundred and Eighty two Pagodas forty fanams and Seventy Eight Cash Together With all Such Interest as accrues or Shall hereafter become due thereon Also all Costs of this Suit

May it Please this Honble Court To Cause the said Mahomed Gazeem to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer the your Orators Bill of Complaint And further to Stand to and Abide by Such Order and Decree

Know all to whom these Presents shall come Greeting

10 July 1779

This Bill was shewn to me between the days of
Settlement the Compliment of Which having Made
Bill to the Sealing of this Deed and that the
Said Person to whom the Deposition will
depart from the Jurisdiction of this Honble Board
on hearing this Bill of Mr Thomas Hodgson
Upon Said Interrogatories commanded upon Affirmed
of Mahomed Yoosoof thereon

George Porter
Mayor

To all People to Whome these Presents Shall Come Greeting Whereas Mahomed Yagoom of Madras Inhabitant on the Ballance of an Account Current bearing date the 11th Instant 1779 Stands Indebted unto Tavanoor Annagam Moodelly of the Same place Inhabitant on the Sum of 182 Pagodas forty fanams and Seventy Eight Cash. NOW KNOWYE that the Said Tavanoor Annagam Moodelly for a Valuable Consideration to him in hand paid by Antonio de Rozario of the Same place Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof he the Said Tavanoor Annagam Moodelly doth hereby Acknowledge He the Said Tavanoor Annagam Moodelly hath Assigned and Setover And by these Presents doth Assign and Setover unto the Said Antonio de Rozario the Said Account Current and the Money or Amount Principal and Interest thereupon due and owing and due which may become due thereon and all his right and Interest of in and to the Same and every part thereof and the Said Tavanoor Annagam Moodelly for the Consideration aforesaid hath made Constituted and Appointed and by Presents doth Make Constitutes and Appoint the Said Antonio de Rozario his Executors and Administrators his true and lawfull Attys or Atty Irrevocable for him and in his Name and on the Name of his Executors and Administrators but for the Sole and proper Use And benefit of the Said Antonio de Rozario his Executors Administrators And Assigns to Ask Require Demand and Receive of the Said Mahomed Yagoom his Heirs Executors and Administrators the Money due and to become due on the Said Account Current and on non Payment thereof the the Said Antonio de Rozario his Heirs Executors &

thereof to the Use of the said Account Current and give Sufficient Release discharge thereof And for Me or Mine Attorney or Attorneys under him Constitute and substitute the said Antonio de Rozario in his stead which under him shall lawfully doe the Premises the said Testator doth hereby Allow and Affirm and the said Testator Arnegum doth Covenant with the said Antonio de Rozario de Rozario the said Arnegum Hereby for Him Executors and Administrators Hereby bath Not Covenanted and Agreed to the Arnegum or to his Executors or Administrators or to his Assigns Covenant or any part thereof Not he shall Not or will not release or discharge the same or any part thereof but shall and will at all lawfull Proceedings for the Recovery thereof to Antonio de Rozario during the said Testator Arnegum his Executors or Administrators and Hereby bath Not Covenanted and Agreed to and with the said Testator Arnegum his Executors or Administrators that he the said Antonio de Rozario shall and will from time to time and at all times hereafter well and truly Save Keep Harmless and Indemnified the said Testator Arnegum his Executors and Administrators and all and every his Goods and Estate of and from all Costs Charges and Damages whatsoever which he or they shall or may bear pay or be put unto or sustain for or by reason or means of any Suit or Suits Action or Actions Arrest or Arrests Judgment or Judgments Execution or Executions Extent or Extents or other Proceedings whatsoever which shall be had made or taken against him the said Testator Arnegum his Executors or Administrators for or by reason or means of the said Testator Arnegum his Executors or Administrators Entering into Bond with the said Antonio de Rozario for the Payment of the Debts due from the said Testator Arnegum his Executors or Administrators Hereby bath Not Covenanted and Agreed to and with the said Testator Arnegum his Executors or Administrators that he the said Antonio de Rozario shall and will Pay or Cause to be Paid all such Debts as the said Testator Arnegum his Executors or Administrators shall Enter into Bond for the Payment of and Hereby bath Not Covenanted and Agreed to and with the said Testator Arnegum his Executors or Administrators that he the said Antonio de Rozario shall and will Pay or Cause to be Paid unto the said Testator Arnegum his Executors or Administrators the Sum of Pagodas Two Thousand Five Hundred and Fifty Two and Fifty Cash Current Money of Madras Aforesaid on the Eleventh day of February 1774 Hereby bath Not Covenanted and Agreed to and with the said Testator Arnegum his Executors or Administrators that he the said Antonio de Rozario shall and will Pay or Cause to be Paid unto the said Testator Arnegum his Executors or Administrators the Sum of Pagodas Two Thousand Five Hundred and Fifty Two and Fifty Cash Current Money of Madras Aforesaid on the Eleventh day of February 1774 Hereby bath Not Covenanted and Agreed to and with the said Testator Arnegum his Executors or Administrators that he the said Antonio de Rozario shall and will Pay or Cause to be Paid unto the said Testator Arnegum his Executors or Administrators the Sum of Pagodas Two Thousand Five Hundred and Fifty Two and Fifty Cash Current Money of Madras Aforesaid on the Eleventh day of February 1774

In Witness whereof the said Antonio de Rozario hath hereunto set his Hand and Seal in Madras this 11th day of February 1774

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

John Maddox

(154)

(299)

Filed 20th April 1779

The Answer of Mahomed Gazum of Madras Inhabitant Defendant to the Bill of Complaint of Teravor Arnegam Moodeliar of by his Attorney Antonio de Rozario of the Same Place Inhabitant Complainant

This Defendant now and at all times hereafter saving and reserving unto himself all Manner of Benefit and Advantage of Exception to the Many Untruths Errors Insufficiencies and Imperfections in the Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as he is Advised doth Materially Concern him to make Answer unto the said Defendant Answereth and Saith that he Absolutely denies to Stand Indebted unto the said Complainant as therein the Sum of One hundred and Eighty two Pagodas forty fanams and Seventy Eight Cash as the same is falsely and Unjustly Set forth & Stated in the said Complainants Bill of Complaint and in the Account Current thereunto Annexed or in any other Sums of money whatsoever for All the this Defendants Admits of those Words on the Debit Side of the said Account Current to be Just and true this Defendant having fully paid and discharged the same to the Complainant some time in the Month of January in this Present year of Our Lord one Thousand Seven hundred and Seventy Nine as the same will hereafter fully and at Large Appear as likewise the Reason and Motives why the Complainant Exhibited this

(300)

(155)

(301)

Marked A as Documents Annexed for the Inspection of this Honble Court
And which he prays may be Admitted as part of this His Answer which
is in this Defendants Custody and Ready to be Produced to this Honble
Court and Required And the Complainant desired this Defendant
to forgive the Amount of the Agreement of Sixty Pagodas due from
the said Complainant on the Score of the Interest upon the three bonds
which this Defendant Refused as the Interest on the three Bonds
would Only deduct the Above thirty four and odd Pagodas the Amount
of the Interest out of Sixty Pagodas and for the Complainant to pay
the Remainder which the Complainant Agreed to and promised
to pay him this Defendant the Ballance but before this Could have
been done the said Annogom in league with One Cachawah in order to
Possess himself of this Defendant said Chetawoon and Inhabitance
Persuaded the Complainant to Sue this Defendant in this Honble
Court for the Amount of the said three Bonds so paid and discharged
as aforesaid and this Defendant was Suddenly Arrested and
Committed to Prison and Released by giving Security Bail and
while this Defendant was in Confinement the said Annogam
went to this Defendants said Village and threw Carried all in his
Power to prevail this Defendants Cousin Named Mahomed Macktoon
to grant him a Writing to join and Consent with him in doing many
many things in order to Extort from this Defendant the said Chetawoon
and Inhabitance and Cause that this Defendant would Remain
in this Above Confinement for the Space of Twelve Years and
upwards and that he would in such Case be put for him the D

Translation of a Receipt from Tenour Aurumogum Modelly Witnessed by Vallapah Chitty and Sittaurum Dated the 12th of Mahoram 1103 Fegary

I Tenour Aurumoga Modelly have Received the Sum of 124 Star Pagodas in an Account Debt due to me from Mahomed Yaugeem the Chelavan dasr of Calaupkaum Village which I brought to My Charges therefore I wrote and give him these few lines as a Receipt and it Shall be Voucher in future

Witness Signed
Lenoor Sittaurumah
Vallapah Chitty

The Mark of the Said Aurumogum

A true Translation as near as can be from the Original Persian Language by Sosharayah Swan Interpreter

Fort St. David 30th June 1779

W. Dickey
Att'y Defendant

The Replication of Tenour Armogum Modelliar by his Attorney Antonio de Argaria of Madras Inhabitant to the Answer of Mahomed Yaugeem of the same place Inhabitant

The said Replicant now and at all times hereafter saving and reserving unto himself as well all Manner of Benefit And Advantage of Exception to the many Errors Untruths Uncertainties And imperfections in the Defendant Said Answer Contained for Replication thereunto Saith that all and every the Matters and things in and by his said Bill of Complaint are good true Certain and Sufficient in the Law to be Answered unto Such Manner as the same therein and thereby Set forth and Alledged and that the Said Answer of the Said

And for further Replication the said Replicant says that the Defendant
does stand justly and truly indebted unto him the said Replicant
in the Sum of Five Hundred and Eighty five Pagodas forty
and twenty Eight Cash as alleged and stated in the said
Replicants Bill of Complaint and that the Recited Bonds or
Writings Obligatory bearing Date as in the Bill of Complaint
is true Matter of Record standing any thing Alledged by the Defendant
to the Contrary and the said Replicant further
says that the Amount Principal of the three Bonds dated
Current Rupees in the Bill of Complaint and
Defendant in the Answer were Borrowed of the
and hath or any part at any time or times ever since paid
of the Defendants but that the said Complainant
thereof remains justly due to the said Replicant
further says that notwithstanding the
year One thousand three hundred and twenty Nine and
the Defendant hath not paid the
and Replicant the Sums Alledged by the Defendant
Praying as in the Bill of Complaint
the Justice and good Ofice and Favour of this
Complainant may be for the Honble Court that the
Answer by the said Defendant Answered and
Positively granted Process and Injunction and
the Premises Matters and Things
the Absurdity of the Answer to the said Replicant
This Honble Court from

Chellumbrum Village Nor Elsewhere Neither is the Replicant Acquainted
with One Arimagum the Person Mentioned in the Defendants Answer
or with the Circumstances Attending his Operations Schemes or designs
And denies that the Replicant Requested of the Defendant a Discharge
of the Amount Principal and Interest due on the said three Bonds to
him the said Replicant to pay Certain Person that he might
be indebted the Replicant says that the Admits of having Requested
Payment of the said Bonds from the said Defendant and the Reason
was because they had been due a long time and so for being indebted
in the Sum of Sixty Pagodas to the Defendant at the time
aforementioned Requested that he Renew was then or at any other
time or times indebtedness the Defendant in the Sum of Sixty
Pagodas as in any wise Alledged by the Defendant in Answer
or in any other Sum or Sums of Money in that behalf upon any Act
Trading and Dealing or Borrowing or Lending of Money the
said Replicant further says that he Admits that at the time
of the Request made to the Defendant for Payment of the whole
of the Principal due aforementioned three Bonds that he the
Defendant promised Payment of the whole in very short
Space of time but the Replicant denies that a part was promised
to be paid in Ten Days and the Ballance in two Months
the said Replicant further says that he denies to have Received
the Sum of One hundred and forty four Pagodas or any Person
or Persons for and on Account of the said Defendant since

Such an Oppression of the Defendant for Sentry of false and groundless pretended
Original Receipt Said to be wrote on the Tamul Language a Translate of
is Annexed to the Defendants Answer in and the Notarial Act of the
Defendant Nor has the Mark thereto Subjoined the Notarial Act of the
Defendant but has a forgery to defraud the Defendant of the Money
Defendant Makes pursuant thereto as pretended by the
of the said Defendant and has Order to Show Incompetency of the Defendant
in the Examination the Defendant proves the Allegations of the Honble
to the following Interrogatories on Examination of the Defendants
which Speaks to the Second Article the Defendant in
his Answer Says he paid the Complainant the Sum of Two hundred
and forty four Pagodas the Complaint of the Said Pandien the
first year aforementioned Bearing the Month of January One
Thousand Seven hundred and Ninety Nine and Alleged the Complainant
Complaint for the Amount in the Tamul Language that the Second
mentioned Receipt for the Month of March One Thousand Seven hundred
and Ninety Nine and Seventeen Fanams in the Same year the Bill
of Complaint proved by the Defendant in his Bill of Complaint
Against the Defendant in Answer Thereto in the Same Upon which
the Framing and Making of the Said Complainant amounts to
the Sum of the Said Bill of Complaint by the Defendant that
the Complainant received the Date of the Money Said to be
there had been Some Cause for the Inability of the Complainant
the Defendant for then Sixty three Pagodas

both Roads and Writes and when he Signs or Subscribes the Boy proper Cadjan
or other Writing for the Said Defendant always writes and Subscribes his
Name in full Length in Malabare and it Appears very extraordinary that
the Defendant Should have Set his Mark to a Persian Paper when the
Original Bonds are in Malabare and the Defendant understands no
thing Malabare the Said Defendant further Says that he never Demeaned
or Addressed himself to the Defendant upon the Subjection of the
Sixty Pagodas and that the minute of this Business so very satisfactorily and
easy ways to be depended on the Said Defendant further Says that he
knows of no Combination or League entered into with one Cadawah
in Order to possess himself of the Defendants pretended Claim on
Inheritance nor did he the Defendant in Order to Accomplish this
Particular purpose prefer his Bill of Complaint in this Honble
Honble Court Agt the Defendant but that Complainant was
Prefered Agt the Defendant to inforce the Payment of what was
just and due from the Said Defendant to the Defendant the Said
Defendant further Says that the Defendant being Arrested Major
Colgrave offered himself as a Security and Requested to know
was due for if it did not exceed One hundred and Sixty Pagodas
or thereabouts he would pay it as the Defendant had informed
him that the Debt did not exceed it but upon being informed
and Shewn that the Sum was he Refused To be any ways
Concerned and Deemed the Defendant Guilty of Gross Cruelty of
imposing upon him the Said Defendant further Says that

the Answer Mentioned on the Defendants Answer Wch Answer the
Replicant believes Any Circumstance Additions to the person but
mistake of the Declaration of the Defendant Appears to be the
ordinary foundation but as no part of the Defendant property
been required he desires that Romanna Nam to depose
to the Discharge and fragment the Sum of Five hundred
four Rupees which the Defendant Alledges he paid
1779 to the Replicant and that Replicant gave a
same which is dated on March 1779 and which
Replicant denies having given but that the same was
Replicants Act and Deed but false and Deceitfully made
of the Amount Complained and Interest of the aforementioned
two Bonds

All Which Matters and things the said Rep
is ready and willing to verify Maintain and prove as this
Honble Court Shall direct and Most humbly prays as
by the said Bill of Complaint he hath Already prayed

Chas Brooke

Atty Repl

Fd the 10 Augt 1779

The General Rejoinder of Mahomed Gozum of Madras Inhabitant Defendant to the Replication of Sawer Romogom by his Att & de Rozario of the same place Inhabitant Complainant

This Defendant Reserving at all times hereafter saving and reserving to himself all and all Manner of Benefit and Advantage of Exception to the Many Errors Uncertainties and other Imperfections in the Complainants said Replication Contained for Rejoinder thereunto Saith that he still Remains and persists all and Singular the Matters and things Contained in this Defendants Answer to be good Certain True and Sufficient in the Law to Rejoined 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 uncertain and insufficient for this Defendant to make any further or other Answer thereunto or unto that this hereafter ensueth in this Rejoinder and this Defendant again Absolutely denies to Stand Indicted unto the Complainant in Such said for as much unjustly Set forth and Stated in the said Complainant Bill of Complaint and in his Replication

All which matters and things this Defendant is Ready and willing to Verify Maintain and prove as this Honble Court Shall direct and most humbly prays as in and by the said Answer he hath Already prayed

(310)

Witnesses
Ellapah Chitty
Cooroor Adaramoodo
Joshapah Moodelly
Innapah Buddy

Interrogatories to be Administered
to the Witnesses on the Part of the Complainant
Commissioners at Colombo Cutcherry
Upon the Hon.ble the Mayor Court
Thomas Putham Thomas Jones
Moodelly of Mantoon Moodeliar of the
Part of the Regnis of the Complainant
in Complainant and Mahomedo
the Complainant Inhabitant Depon.t
On the Part and behalf of the

Interrog.y 1st Do you know or do you not know the Parties Complt
and Defendant in the Title of this Interrogy Named & Sig
Witness how long have you known them or either and which of them

Declare
Ellapah Chitty

Look upon the Paper Writing Now produced and
shown unto you at this the time of your Examination
said to be Receipt from the Above Said Complt to the
Def.t or Did Not the Defendant produce this Said Receipt
Writing to you if you for what purpose did he so produce
Said Writing and what he did or did not make Request
What Request of You and what have you done or did
thereupon and what have you done or did Ellapah Chitty
Your Name as a Witness to the Said Receipt or Complaint
the Said Complainant did or
what manner

(160) (310)

the Said Complainant did or did Not Any time Acknowledge and Declare the
Said Receipt to be his Act and Deed Have you or have you Not frequently
heard and been informed since Your Setting Your Name as a Witness that
the Said Receipt was or was Not the Act and Deed of the Said Compt.t
and by whom may you informed and in what manner you do Declare and
usually does both Read and Writing and whether you do or do not believe
that the Said Paper Writing Mentioned in this Interrogatories or is
not an imposition particularly Set forth the Reasons thereof so far you
know touching or concerning this Interrogy to the best of your
knowledge Remembrance and belief and the Reasons thereof
Give Such your belief

Cooroor Silva } Look upon the Paper Writing Now produced and Shewn to you
Examinator } at this the time of your Examination purporting to be a Receipt from
Complainant to the Defendant is or is not your Name thereto Subscribed
as a Witness to the Act & Deed of your self or whom Else by Name Did
did you or did you Not See the Complainant Sign and Subscribe the
Mark thereto Subjoined as for his Come-Att and Deed you or Did you
Not See Ellapah Chitty the Other Subscribing Witness Sign and Subscribed
his Name in and at whose Request did you Set and Subscribe your
Name and what promises and promises if any was and were
made to bring the Complainant to Declare you the Said Receipt
to be his Act and Deed and whether the Said Complainant did
or did not at any time make any and what Declaration as
Promised before you Since you Not heard and been informed that
the Said Paper Writing now Shewn to you is or is not the Act
Did of the Said Complainant and have you or have not heard

Said Mark Such Mark is not usual Customary for the Complainant to
Subscribe his Name to Such Markings as Inquired to
Inquired to the Same particularly Set forth and Declare to
you know touching or Concerning this Interrogatory to the best of
Information knowledge and belief

Sirdhapah Reddy
Penniaramah Reddy } 6th Do you know or do you not that
the Said Complainant can or can not Read and Write
Answer to you a how long have you so known him to be
of Reading and Writing and Casting up of Accounts to how
how you and when him. Whether if you do you know or
know the Manner and form of his hand Writing and how
him Set his Name to any Writing or Writings and how
and in what Manner have you seen him Set and Subscribe
Name you or have you Not had Many Transaction and
to and with the Said Complainant if you Look upon his
Writing Manifested and Shown to you at this the time
your Examination purporting to be Except from the Cost
to the Defendant or are Not the Mark Made to the
or Signature of the Complainant and not as usual
Customary for the Complainant to Set and Subscribe
to any Note to Instead of his own Name and how
Have you Not before Seen any Writing or Writings
With Such Mark or Signature as Supposed to be
Writing Now Shown you or with any other Mark
you or have you not at any time or times
Your Transaction and

Writing from the Complainant With any Mark as by him Set for his
And and did you not usual and Customary for the Complainant
to Set and Subscribe his Name to Such Writings as Inquired to
how & Where as particularly Declare and Set forth to the best of your
knowledge Remembrance and belief and the whole that you know
touching or Concerning this Interrogatory Set forth

nneapah Reddy ...5 Did you or did you not at any time and how often
Demand payment of Sum of Money from the Defendant
at the Desire of the Complainants if you what Answer did the
said Defendant give to you know or do you not Remember that
Sometime in the Month of Janry 1770 you made any and what
further Demand for payment on the Said Defendants for
Account of the Complainants if you did or did Not the Defendant
inform you of his insufficiency to pay and did or did he not give
you any and what Letter Addressed to Some person and whom by
Name concerning the Payments if you what was the purport of
address Declare did you or did you not Acquaint the Defendant
with the insufficiency of this Mode of Payments if you what
was his Answer? Did you or did you not carry or Cause to be
Carried the aforementioned address to the Person to whom it was
directed if you what Answer did you Receive from the Said Person
and was the Complainant during this Transaction and how
Long after did he Answer at Madras? particularly Set forth
and Declare to the best of your Knowledge Remembrance
and Belief

Last 6 Do you know of any other matters or things or have you

hand or any person whatsoever speaking any thing touching the Matters in Question belonging to the benefit or Advantage of the Complainant and desiring the same and each and every Defendant to be sworn have been informed and believe and do believe upon your said knowledge Information and belief respectively Jurat

Ent. Brom
Mast.

Translation

I Timmana Armagam Moodelly Renter the Inhabitant of Madraspatnam Complainant in the Mayors Court at Madraspatnam against Mahomed Yazeem Cuttay Inhabitant of Madraspatnam Defendant in the Cause of Action Charged upon the Oath aforesaid Declare that the Complaint contained in the Bill is true to the best of my Knowledge Information and Belief

Dated the 12th of Mahomedan 1193

Witnesses

Signed Timmana Armagam Moodelly

Ellapah Chitty

Sworn to be taken Translation from the original Paper Language by the Interpreter Sworn Court Interpreter

Ent. Brom
Mast. & Comm.

This Bond or Paper Writing was Shewn to Ellapah Chitty Canoni Sitaramadas Inthapah Moodelly Parasuramah Moodelly and Annapah at the Respective Times of their Examination before me in a Certain Cause wherein Timanna Armagam Moodelly by his Attty Antonio de Rozario is Complainant and Mahomed Yazeem is Defendant in the 8th 9th and 10th Days of November Anno Domini 1779

Mast.
Examr

Mayors Court at Madraspatnam

Between Timanna Armagam Moodelly by his Attty Antonio de Rozario of Madras Inhabitant Complainant and Mahomed Yazeem of the same place Inhabitant Defendant

On the Part of the Complainant

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

Ellapah Chitty of Madras Hawker Aged 60 Years or thereabouts Produced as a Witness in this Cause on the Part of the Complainant the 8th day of November 1779 Sworn and Examined Before this as follows viz.

To the First Interrogatory this Deponent Saith that he doth know the Complainant Timanna Armagam in this Cause and that he hath so known him time out of Mind or thereabouts and doth he doth also know the Defendant Mahomed Yazeem in this Cause and and that he hath so known him time out of mind or thereabouts and more he saith not to this Interrogatory

To the Second Interrogatory this Deponent says that the Defendant

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Continued Before the Long Next Continued Sworn to how all this
of this Examination whereof Said to be Brought from the
Complainant to the Defendant and that the Said Defend
told this Deponent that he had found the Said Compl
One hundred and forty four Pagodas for which he had
the Said Complt and Required that this Deponent Shou
as a Witness and Summond to bring the Said Complainant to
to Acknowledge it was in the Said Complainants and
Consequence of which this Deponent Answered he Would
a Witness but that the Said Complainant did Not
Answer Saying that the Said Complainant and
the Said Complt to be his Act and Deed and that this Depon
has frequently heard and been informed that the Said
was a Man of Such that the Said Complainant and the Defe
debt of the Said Complainant so found due and Required
and that this Deponent did then tell the Defendt
on the Contrary that he owed the Said Complainant
that the Said Complainant did Not
Answer Saying that he would Not do any
Interpreter

Interrogatory

Welch
Evans

Deponent

(163)

(317)

Madraspatanam

Attorney Antonia de Rogarios of Madras
Inhabitant Complainant and Mahomed
Yazum of the Same place Inhabitant
Defendant

On the Part of the Complainant

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

Cavoor Seturamodoo of Cavoor but at Present at Madras Bramminy
Aged 26 Years or thereabouts being Produced as a Witness in this Cause on the
Part of the Complainant was on the 15th Day of November 1779 Sworn and
Examined Deposeth as followeth

To the First Interrogatory this Deponent Saith that he doth
know the Complainant Turavoor Armogom in this Cause and
that he hath so known him about two Months and
that he doth also know the Defendant Mahomed Yazum
in this Cause and that he hath so known him two Years
or thereabouts and more Saith Not to this Interrogatory

To the third Interrogatory this Deponent Saith that this Name is
Subscribed as a Witness to the Paper Writing now produced
and Shown to him at this the time of this Examination pur-
porting to be a Receipt from the Complainant to the Defd
and that it is this Deponents own act and Deed in that
this Deponent desired one the Complainant to Stand
Debtor to the Marick thereto Subjoined as for his own

(318)

(164) (391)

on the 11th Day of November 1779 Sworn and Examined Deponeth as followeth

To the First Interrogatory this Deponent Saith that he doth know the Compts Iconanor Annogam in this Cause and that he doth So known him thirty years or thereabouts and that he doth also know the Defendant Mahomed Jagum in this Cause and that he hath so known him About two or three Months - and More Saith or Sth to this Interrogy

To the Fourth Interrogy this Deponent Saith that he doth know that the Said Complainant can Read and Write and Cast up Accounts and that he hath so known him thus Capable of Reading and Writing and Castingups of Accounts these thirty years and that he has seen him Write and that this Deponent doth know the Manner and forum of his hand Writing and that he has seen him Sett his Name thirty or forty times to Bounds and other Writing and that the Said Compts Sets or Subscribes his Name Annogam in full length and that this Deponent had many Transactions and dealings with the Said Complainant and that the Mark or Signature Sett or Subscribed to the Paper Writing now produced and Shown to him at this the time of this Examination purporting to be Receipt from the Complainant to this Defendant he owns the Mark or Signature of the Complainant and that it is Not usual for the Compts to Sett and Subscribe a Mark to any Writing instead of his own Name and that this Deponent has Never Seen Any Writing now Shown him or with any other Mark and that this Deponent has at Any time or times during his Transaction and dealings with the Compts Received Any Writing from the Compts with any Mark but by him Sett for his Act and Deed it is usual and Customary of the Compts Subscribe his Name to Such Writings as Require

And more Saith not to this or the last Interrogy

Mayor's Court at Madraspatnam

Between Innacoor Arnogom by his Attorney Antonio de Souza of Madras Inhabitant Complainant and Mahomed Yazeem of the same place Inhabitant Defendant

On the Part of the Compt

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

Parasavamah Moodelly of Coromandel Gentoo Inhabitant aged 60 Years or thereabouts being Produced as a Witness for the Cause on the Part of the Complainant on the 11th Day of November 1779 Sworn and Examined Deposeth as follows viz.

1st To the First Interrogatory this Deponent Saith that he knows the Complainant and Defendant and that he knows the Defendant to be a Pagoda Merchant and that he has been acquainted with them for about 20 Years and that he knows the Complainant can Read and Write a little of Accounts but that he has not seen the Defendant write any Thing and that he has been informed that the Defendant can Read and Write a little of Accounts but that he has not seen him

Demand by Little at a time and that this Defendant shall carry this
upon Mentioned Writing to the Person to whom it was addressed and that
the said Person shall for Answer them were More Indebted and that
he Could Not give any thing at Present and that the Complainant
was at Satimbakum Village during this Transaction and
he Arrived in Madras the 6th day of February 1777 accompanied
by this Defendant and More Saith Not to this or the last
Interrogy

Wellesley
Examd

Thos D. Mark
of Annapah

Sworn before me this 16th April 1780

In the Hon'ble the Mayor's
Court at Madraspatanam

Jeevanjee Armagaum Moodelly
by the Mark of Antonio de Rozario
Mahomed Glazeem

Rangan of Madras Comicopoly Merchant Saith
and Saith that he did on the fifteenth instant April have the
Cite for the hearing of the above Cause served from the Hon'ble
Court on the Defendants House at Triplicane

Sworn before me
Rangan

Mayors Court at
Madraspatnam

L.S.

Mayors Court

Tuesday the 11th Sept. 1781

Present

Edwd. John Holland Esqr. Mayor
Thomas Call and Edwd. Saunders Esqrs.
Aldermen

Between [illegible] Complainant
and [illegible] Defendant

Bill Called Coming on to be Heard
Ordered that the Depositions be Sworn this day
Bill for the Defendant having demanded Copy
the Affidavit of Service of Subpoena having been
Bill and the Answer thereto and Affidavit
The Defendant thereupon Copy of the Bill
Except Pursuant to Injunction Be Granted
the Interrogatories Depositions on the Part
Complainant and Defendant be Sworn
of by the Attorneys for the Complainant and
and then Read Bill Called
Defendant Default

That the Defendant shall pay unto the Complainant the sum of
and Just Sum of One Hundred and Eighty two Pagodas
forty fanams Twenty Eight Cash / Pags. 182. 40. 28. /
together with all such Interest as now is or shall hereafter
become due thereon until full Payment is made and It is further
further Ordered and Decreed that the Defendant do pay
a Double Costs of Suit.

Entd. the 26th April 1780

To the Honble the Mayor
Court at Madraspatnam
Humbly Complaining Sheweth unto
this Honble Court your Orator Charles Deane Commander of the
Ship Sandwich in the Service of the Honble. East India Company
at Fort Saint George aforesaid Inhabitant that George Day of
the same place Merchant Stands indebted unto your Orator
in the full and Just Sum of three Hundred and Seventy Star
Pagodas Current Money of Madras Making One hundred and
One hundred forty Eight Pounds Sterling Money of Great
Britain at Eight Shillings for Every Pagoda as more fully
and at Large Appears by the Copy of an Account thereunto Annexed
for the Inspection of this Honble Court and further is prayed
by your Orator to be taken how as part of this his Bill of Compt
the Original of which said Account with full Vouchers to prove the
Same being Justly due to him as your Orator for satisfaction

(326)

(168)

(327)

27th April 1780

This Bill was Shewn me in the Days of Adjournment
Made the Complainant having Made Oath that the
Demand is just and Now due from the Defendant
to the Complainant and that the Defendant is about
to depart from the Jurisdictions of this Court Vide Instant
Peremptorily Immediately and Warrant of Arrest Issue

Edwd. John Holland
Mayor

Mr. George Day ..... Dr.

July 11th 1780	To 18 Thirds Porter @ 20 Pags		360 .. ..
Fort St George	2 Ditto Sour	5	10 .. ..
12th April 1780	E. E.		Pagodas 370 .. ..

Mayor's Court at Madrasapatnam

L. S.

Mayor's Court

Charles Deane

Tuesday the 30th Day of May
Anno Domini 1780

Present
Edwd. John Holland Esqr. Mayor
George Proctor and Edwd Garrow
Aldermen

Between Charles Deane Commander of the
Ship Sandwich in the Service of the Honble
East India Company at Fort St. George

(328)

The Defendant

Sworn and Examd touching the Interrogs
Pursuant this Court doth not see fit to Decree
the Complt Accordingly Order and Decree that the Defendt
Pay unto the Complainant the Sum of Twenty
Hundred and Seventy Nine Pagodas Rupees 379
Interest all Such Interest as aforesaid Shall
become due thereon and Also the Costs
Costs of this Suit

Sealed 2d July 1750

To the Worlds the Mayor
Court at Madraspatam
Humbly Complaining Sheweth
That your Orator being
Duly Sworn and Examd
Pursuant to the Decree
Interest and Costs
Defendant
Dated the 2d

(329) (169)

all Which your Orators prays may be Admitted as parts of this his Bill
of Complaint and Whereas your Orator hath frequently in an
Amicable Manner Requested payment of the said Sum of Twenty
Nine Pagodas

But now it is May it Please this Hon'ble Court the
the said Samboonaun Obstinately and wilfully Refuses to pay the same
or to give your Orator Any Manner of Satisfaction touching the
Premises Your Orator Any Manner of Satisfaction Touching the
Premises Your Orator therefore prays a Genl Relief such as
to this Hon'ble Court Shall Appear agreeable to Equity and
good Conscience to the End therefore that the said Samboonaun
May upon his Corporal Oath full True direct and perfect Answer
Make to all and Singular the Matters and things therein
before Set forth and Alleged as fully Truly and Effectually
to all Intents and purposes as if the same were here again
Repeated and particularly Interrogated and that he may
be Decreed to pay unto your Orator the aforesaid Sum of
Twenty Nine Pagodas with all Such Interest as aforesaid
or Shall hereafter become Due thereon also all Costs
of this Suit

May it Please this Hon'ble Court to Cause
the said Samboonaun to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madraspatnam
and the Defendt to Him or Personally to be and Appear before
this Hon'ble Court aforesaid and Abide and Perform then and
there to Answer the premises your Orators Bill of Complaint

6th July 1778

Henry Dalrymple
Agt Comptr

Bond Soobaraya Moodelliar

To Lambooman

Dr

To Amount of your Bond
Dated the 22d Sept 1778
Interest thereon to the
22d Sept 1778 to the Day
of Payment at 12 p Cent p Ann

Errors Excepted
Fort St George
22d Sept 1778
Ed Fr Leeburg

Consideration of Bond Dated 22d September 1778
Lambooman Son of Ramalingum Pedagul
Deposits the Mortgage Bond to Soobaraya Moodelliar
Inhabitant of Madras for Rupees
Payable Six Months after Date with Interest
at 12 p Cent p Annum for the Sum of
Pagodas
Received the Contents of the Bond
Lambooman

Current Money of Madras Which Sum I Promise to Pay on or before the 10th April 1779 with Interest at the Rate of 12 p Cent p Annum The fault of Payment payable on Demand with Interest at the Rate of 15 p Cent p Annum This I Voluntarily give them this Mortgage Bond Witness my Hand at Comarasawmy Moodelliyar and Velloydar Moodelliyar by my Interpreter Drawn by Adiar Venkatakrishnahand

Witness my Hand
Comara Sawmy

Signed
Lambooman

A true Copy
Dalrymple
Agt Comptr

Know all People to Whom this these Presents Shall come greeting Whereas Lambooman of Madras Inhabitant am bound by One Bond or Obligation bearing Date the Twenty second Day of Septr 1778 did become bound unto Soobaraya Moodelliar of the same place Inhabitant in the full and just Sum of 24 Current Money of Madras Condition to be paid on or before the the 10th day of April 1779 with Interest at the Rate of 12 p Cent p Annum as by the said Bond and Condition thereof May Appear Which Bond now Remains Unknown to me that the said Soobaraya Moodelliyar for a Valuable Consideration to him in hand Paid by Leopold de Alayde of Madras Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Soobarayah Moodelliyar doth hereby Acknowledge he the said Soobarayah Moodelliar hath Assigned and Set over and by these Presents doth Assign unto the Said Leopold de Alayde

the

Shall or will Release or Discharge the same Orany Part thereof but will
Ever Allow the Same or any part thereof to be and remain in and Quietly
Possessing for the Recovery thereof by the Said Leopold de Mayde Saving
the Said Sobaraya Mootiah or his Heirs harmless of and from Any Cost
that may happen to him thereby In Witness whereof the the Said
Sobaraya Mootiah hath hereunto Set his Hand and Seal
at Madras this Thirtieth Day of January in the Year of our
Lord One thousand Seven Hundred and Seventy Eight

Signed Sealed and Delivered
Where no Stamp'd Paper is to be had
in the Presence of
Veeranandah &
Ramiah

Sobraya

A true Copy
Hy Dundas Secy

Mayor's Court at
Madraspatnam

Tuesday the 30 day of May
Anno Domini 1780

Present
Edwd Johnn Hollond Esqr Mayor
George Proctor and Edwd Gauntlett
Aldermen

L.S.

Mayors Court

Between Sobaraya Mootiah
By his Attny Leopold de Mayde of Madras
Inhabitant Complainant and Samba
Sivan of the Same place Inhabitant

Dated 5th [illegible] 1779

To the Honble the Supreme
Court of Judicature
Madras

Humbly Complaining Sheweth unto this
Honble Court your Orator Vellapatlah Venkatasawmy
Attorney Agent & Broker of Madras Inhabitant that Nagamah
Chinnayah Naydoo and his Son Venkata Seshiraydoo of the
Place Inhabitant Merchants Indebted unto your Orator in the
full and Just Sum of Ten Thousand and Six hundred
four fanams and thirty four Cash Current Money of the
Honourable Company Viz. Pagodas Four Thousand
Rupees Eight Hundred Sixty four fanams and thirty four
Cash Current Money of Great Britain Viz.
Ten Thousand Pagodas for money Lent and Advanced

Shillings or thereabouts as the Same More fully and at Large Appear by the Copy of an Account and an Assignment With Power of Attorney hereunto Annexed for the Inspection of this Honble Court and which Upon Your Orator prayer may be Admitted as part of this his Bill of Complaint the Originals of Which Said Accts and the Assignment are in the Power of Him Your Orator Who is Ready and Ready to be Produced to this Honble Court as Equires and your Orator further Shews unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the Sd Nagamaly Chinnaya Naydoo and his Son Venkata Seshiraydoo of the Sums Four Thousand and Six hundred Pagodas four fanams and thirty four Cash the Ballance of the Said Account

But now so it is and May it Please this Honble Court to Cause the Said Nagamaly Chinnayah and his Son Venkata Seshiraydoo Obstinately and Contemptuously Refuseing to Pay the Same or Enquire your Orators Way Manner of Satisfaction touching the Premises under Cover of Unjust Suggestions and Evasive Pretences your Orator therefore prays a Genl Relief as Such has to this Honble Court Shall Appear Agreeable to Equity and good Conscience To the End therefore that the Said Nagamaly Chinaya & his Son Venkata Seshiraydoo May upon their Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Alledged and Set forth 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 Ten Thousand and Six hundred Pagodas four fanams and thirty four Cash with the

Caste of this Cause

Mary H. Pratt the Plaintiff in this Cause this day came by her Solicitor and by Leave of the Court for that purpose had and obtained filed her Bill of Complaint against the Defendant George Porter and thereupon the Defendant was ordered to be Attached by the Sheriff of Saint Leonard's County to appear in this Court on the first Day of the next Term to answer the Premises and to abide by and perform such Decree as the Court shall then make

5th Nov. 1779

The Defendant having come into Court and prayed Time to answer the Plaintiff's Bill of Complaint it is ordered that he have Time thereto until the first Day of the next Term and that the Plaintiff do cause a Copy of this Order to be inserted in one of the Gazettes published in this State for three Months successively before the first Day of the next Term for the Defendant to appear in this Court and answer the Premises and to abide by and perform such Decree as the Court shall then make

George Porter
Esqr

25. November 1779

This Cause coming on to be heard upon the Bill of Complaint and Answer of the Defendant and the Exhibits filed in the Cause and the Testimony taken in the same and the Arguments of Counsel thereupon had and mature Deliberation being had thereon it is Decreed and Ordered that the Defendant do pay unto the Plaintiff the Sum of Three hundred and Thirty three Pounds six Shillings and eight Pence Current Money of this State with Interest thereon from the first Day of November Seventeen hundred and Seventy four until paid and also the Costs of this Suit to be taxed by the Commissioners of Charles County Court and that the Defendant do pay the same to the Plaintiff or her Solicitor within Ninety Days after the Date hereof or in Default thereof that he be barred and foreclosed of all Right and Equity of Redemption of and in the Premises mortgaged in the Bill mentioned and that the Plaintiff do convey the same to the Defendant or as he shall direct and that the Defendant do deliver up to the Plaintiff the Possession of the Premises

(103)

Augustus Hebb 5 35

Augustus Hebb 5 35

Augustus Hebb 5 35

Know all People to whom these Presents shall come I Vadapalah Venatah Ramadoradah
Inhabitant on the Pattam of Mr Count Cornwallis Esqr Governor &c Council & Company
of Fort St George Head Inhabitant of Madraspatam Merchant in the Sum of Pagodas 5 Fanams and 65 Cash Lawful
of Interest by the Said Obligor his Heirs Executors or Administrators to the Said Obligee
to be paid by Agoolandas de Cruz of Madras Inhabitant aforesaid
Sealed and Delivery of these Presents the Receipt whereof is hereby
Obligor his Heirs Executors and Administrators the Said Obligee
and by these Presents doth Assign and Transfer unto the Said Agoolandas
Cruz the Bottom of the Said Account and all the Right Title
and to the Commandery Bill hereof and the Said Vadapalah
Remade for the Consideration aforesaid doth hereby Covenant
Assigned by these Presents doth make Constitute and
Said Agoolandas de Cruz his Executors and Administrators
Lawful Attorney and Attorneys Irrevocable for him and in
the Name and Stead of the Executors and Administrators
Absent proper Use and Benefit of the Said Agoolandas de Cruz
and Administrators but Assigns Power and Authority
by Virtue hereof to Ask Demand Sue for Recover and
due and to become due on the Bottom of the Debt and Sum
Signed Sealed of the Said Agoolandas de Cruz Executors
to be for and Notice the Premises Performance whereof
Said Vadapalah Venatah Ramadoradah hereby Promise
remain Stipulate for Assigned Bottom Debt unto the
Agoolandas de Cruz his Executors Administrators
of the Premises Covenant

hereby Allow And Affirm and the Said Vadapalah Venatah Ramadoradah
Doth Covenant with the Said Agoolandas de Cruz that he hath Not Received nor
Will Receive the Said Money due or to 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 Prosecute and Allow of all Lawful Proceedings for the Recovery
thereof by the Said Agoolandas de Cruz Saving the Said Vadapalah Venatah
Ramadoradah harmless of and from any Costs that May happen to him thereby
In Witness whereof the the Said Vadapalah Venatah Ramadoradah hath
hereunto Set his hand and Seal at Madras this 6th day of Oct 1779

Signed Sealed and Delivered
(there no Stamped Paper is to be had
in the Presence of

Mayors Court

Tuesday the 30th Day of May
Madraspatnam . Anno Domini 1780

Present

Edwd John Holland Esquire Mayor
George Proctor and Edwd Gowan
Aldermen

Between Vadapalah Venatah Ramadoradah
by the Will Agoolandas de Cruz of Madras Late

(348)

It Appearing by the Records of this Court that the
of the Body of the Land in the Bill mentioned
the Return of the Writ of Sequestration issued against the
Effects and Estate of the Defendant
to Answer the Complainants Bill Which Writ
of the Return and Demand made thereof
the Defendant shall pay unto the Complainant the
Sum of Two Hundred and Seventy
Sixty four Pagodas Thirty Two Fanams
Interest accruing or Shall hereafter become due
for the Expence and Charges of the Suit

Pagodas

Madras 18th August 1779

To the Honble the Mayor
Court &c. Madrafsatam

Humbly Complaineth Your
Loyal Subject John Boyce of Fort St George Mariner
Plaintiff in this Honble Court That
Pagodas Three Hundred and Sixty Five Fanams
Sum of Money of Great Britain the Sum of Eight Dollars
Pagodas the Sum of Two Hundred and Seventy Five
and Salary Appears by your Orators Account
Portion of this Honble Court to Direct
to Answer the Premises and
further Thereof

(175) (341)

Undue an Unreasonable Manner Neglected the Payment of the said Sum of Two Hundred
One Pagodas Thirty One Fanams and Ten Cash

But now so it is, May it Please this Honble Court the said
Cyphers Personally and Respectfully to Pay the Same or to give your Orator
Any Manner of Satisfaction Touching the Premises Your Orator therefore prays
Aforesaid Relief Such as to this Honble Court Shall Appear agreeable to Equity
and good Conscience to the End therefore that the said Cyphers may upon
her Corporal Oath full true direct and perfect Answer make to all and
Singular the Matters and Things herein before set forth and Alledged
as fully truely and Effectually to all Intents and Purposes
as if the Same were here again Repeated and Particularly Interrogated
and that he may be Decreed to Pay unto your Orator the aforesaid
Sum of three hundred and One Pagodas thirty one Fanams and Ten
Cash with all Such Interest as accrues or Shall hereafter become
thereon also all Costs of this Suit

May it Please this Honble Court to Cause the
said Cyphers to be Summoned and Injoined by the Sheriff of
Fort Saint George Town of Madrafspatam and the Districts
thereof Personally to be and Appear before this Honble Court
Personal and Responsible then and there to Answer the your Orators
Bill of Complaint and further to Stand and Abide by Such
Order and Decree thereon as to this Honble Court Shall seem
Meet

18th August 1779

This Bill was Sworn to on the Day of
Adjournment Vide Summons for
Returnable Next Court Day

John Boyce

George Proctor
Master

Off. Epitha on Account Current with John Douglas

1775					1774			
March	15	To Balance of this Account as settled Current from the Books	57	37 16	Sept.	17	By Balance due to John Douglas this Day	310
		To Interest from the Balance of this Account Settled Currently by the last Pagoda to Candidate for the Balance of this Account this Day	39	18 50				
			135	..				
			232	5 66				
1779								
May	17	To Interest on the Above Sum to this Day being 3 Years 2 Months & 2 Days @ 8 p Cent p Ann.	14	15 26				
			246	21 92				

Fort St. George
E & O E John Douglas

Mayors Court at Madraspatnam

Tuesday the 2d Sept. Anno Domini 1783

Present

Edwd. John Holland Esqr. Mayor

George Porter and Cam Govean Esqrs.

Witness

Whereon the Petition of John Douglas of Fort St. George Merchant was read Complaining that

(343)

It Appearing by the Records of this Court that the Space of Six Months Time Limited in his Majesty's Charter for Closing Issues the Return of the Warrant of Sequestration issued against the Defendants Effects and that the Defendant as 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 just and Just Sum of Three hundred and Nine Pagodas Thirty One fanams and ten Cash / Pags. 309 31 10 / 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

A Copy

Fort St. George 6th Sept. 1783

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Richard Hyde on behalf of himself and other Commd of Fort Malborough Merchants by their Attorney John Twining of Fort Saint George Merchant that Whereas your Orator under the Signature of Richard Hyde and Company have for Sundry years last past Traded from the Year of Our Lord One thousand Seven hundred and Sixty three had Considerable Dealings in Trade with Andrew Rose of Fort Saint George Merchant by Mutual Consignments and Remittances of Goods and Money to very Considerable Amount but your Orator Shews that your Orator having occasion of finishing and Settling their own joint Accounts in Trade as with such Debts to the aforesaid Andrew Rose Requesting he would send them his Acct

And Twenty Cash is Carried the Ressants Marked B whereof the Ballance is Ten Thousand One hundred and Ninety Six Dollars and Twenty Cash in favor of which the your Orators subscribe at the Exchange Sixteen Dollars for Ten thousand Pagodas will make the Sum of Six thousand three Hundred and Seventy two Pagodas Twenty One fanams and forty Eight Cash Current Money of Madras and your Orator Shews that the Said did Accordingly Shew the Aforesaid Ressants unto the Said Andrew Ross did frequently desire of him to Come to a final Settlement in respect thereof and to pay unto your Orators Said Atty on behalf of your Orators the Ballance which Might be due thereon and your Orators further shew that the Said Andrew Ross did on the Twenty sixth day of September in the year 1775 write unto your Orators Said Atty in respect of the aforesaid Matters in question as follows—

Dear Sir

I am exceedingly Sorry that other Matters of business so has hitherto prevented me from and continues to Detain me from Settling the Accounts which Stand unsettled between Messrs. Hyatt and Company & my Self I have now made out the Sketches of the Most Material Accounts giving them Credit for the Sales which have and then Accounted for the Sales which have Not been accounted for and I have Compared them with the Copies which have produced to me of the true Accounts Current they have transmitted to you and do Not find any Material difference on the one Side or other I acknowledge that the Ballance which Is and on Settled to them may be about ten thousand Dollars exclusive Reckoning Interest on either

And Whereas your Orator is Informed that any Difference which may
Appear in the Said Accounts Shall be Chiefly Occasioned and Arise
Said Legacies on their Behalf for Land Mentioned to be Sold for that Purpose
all the Accounts Shall be Made out as Soon as possible

Sam.
Dear Sir
Signed
Wm Rose

Directed to Joshua Loring Esqr

And your Orator further Shews that the Said Andrew
and further Acknowledgment of the Justice of your Orators
Demands that Sundry Sums of Money are Due to your Orator
the following Sums on account to the 15th Day
of November 1775
2000 Dr on the 20th day of July 1776
1500 Dr on the 9th January 1777
Making together the Sum of 5000 Pounds Money
Consisting for the Same on the Accounts Current Mentioned
which being the Balance of Accounts between your Orator
and the Said Andrew Rose to the Sum of 1578 Pounds 7 Shillings
and forty Eight Hundredths of a Pound Sterling Money
by your Orator as aforesaid that the Said Sum of
Andrew Rose Pretends to Have Paid to your Orator
Matters the aforesaid Accounts Set forth the Said
Rose Pretends Accounts to

head Benjamine Weighing 15 Pounds 6 Pounds which were Consigned
by your Orators unto the Said Andrew Rose by the Dolphin Ketch of which
the Said Andrew Rose hath Not Transmitted your Orator any Acct
Sales nor Rendered any other Accounts thereof unto your Orator

And Whereas your Orator further Most humbly Craves leave to
Shew unto this Honble Court that they have been frequently and in an
Amicable Manner Requested of the Said Andrew Rose the Accounts in
question or that the Said Andrew Rose would Attend of the Accounts
submitted to him and thereunto Answered or Shewn unto your Orators or their
Said Attorneys the Same or either of them were erroneous and to pay
unto your Orators or their Said Atty Atty the just Ballance due thereon
and further that the Said Andrew Rose would deliver the Accounts Sales
of the aforesaid Seven Chests of Benjamine or Order them on Account thereof

Nevertheless May it Please this Honble Court the said
Andrew Rose Wholly and Wilfully Refuses to do the Same or to give
your Orators any Manner of Satisfaction touching the Premises Not-
withstanding the frequent promises and assurances made by the said
Andrew Rose under Cover of divers fair Letters and reasonable Intreaties
Tending to come to any final Adjustments of the Accounts before
Set forth and Expended but by Admitting the Accounts produced by your
Orators or by Shewing your Orators wherein the Same are erroneous
or deficient in which your Orators hope fully Charge the Said Andrew Rose
with to have done and that your Orator are greatly injured and are likely
to Sustain great damage by being kept in Ignorance of the true State of the
Accounts with the Said Andrew Rose Refusal to Attend of your Orators aforesaid
Accounts or to furnish them with his Account whereby any error or deficiency

for Interest upon the Several Sums debited by your Orator and Also that he May be decreed to pay unto your Orators the Ballance that may appear due unto your Orators and interest thereon from such day and days as to this Honble Court Shall Seem Meet that the Same ought to have been paid or Allowed as all Such Interest as may hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the Said Andrew Ross to be Summoned and Injoined 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 Stand and abide by Such order and Decree thereon as to this Honble Court Shall Seem Meet

6 Sept. 1777

This Bill was Sworn to on the Day of Adjournment to Attend upon the Next Court Day

A Dispiny
Atty Complt

Andrew Majendie
Major

To the End that the Said Andrew Ross may Full Answer the Premises as Fully and Particularly in all Respects as if the Same were Repeated and he Interrogated Particularly to each and every Part thereof and more Especially that he the Said Andrew Ross do Set forth and Discover whether he has not Received Effects to the Amount of £ A & B Pagodas Sterling or thereabouts belonging to the Estate of the Said Deceased or some part thereof and if he has what Effects he has Received and how he has Disposed thereof and to whose Use and by whose Order and Direction he has So Disposed thereof and to Produce and Leave with the Register of this Honble Court all Such Books Papers Letters Accounts and Writings in his Custody or Power Relating to the Premises and Every Part thereof and to Answer and Set forth whether the Said Deceased was not Indebted to him the Said Andrew Ross in the Sum of £ A & B Pagodas Sterling or thereabouts or to Some other and What Amount and whether he has not Received Effects to the Amount of the Said Debt or Some part thereof and how he has Disposed thereof and to whose Use and by whose Order and Direction he has So Disposed thereof and to Produce and Leave with the Register of this Honble Court all Such Books Papers Letters Accounts and Writings in his Custody or Power Relating to the Premises and Every Part thereof and more Particularly that he the Said Andrew Ross do Set forth and Discover whether he has not Received Effects to the Amount of £ A & B Pagodas Sterling or thereabouts belonging to the Estate of the Said Deceased and Every Part thereof

(180)

(351)

Current With Natl. Concern A ... &c.

1763 Augt.	13.	By Consignament p Leopard Jason Viz.t						
		Long Cloth Blue 8/4 call.d 8.r @ 30. p Corge	240.					
		Embating	3. 12.					
		Commission 5 p Cent	12.					
			255. 12.					
		Respondentia Supposed 20 p Cent	51.		305.	12.	187.	3. 3d
Octr.	31	By Consignament p Lucania Jason Viz.t						
		Long Cloth blue 8/4 Corge @ 30. p Corge	240.					
		Do. Do. white 6 ... 45 ... Do.	270.					
		Cambays ordr. 5 ... 13½ ... Do.	68.	27.				
		Hand kerchief Viz.t						
		Patent Corge 4/4 9.r @ 35. in Peg 165. 9.						
		Norw. 10. " 20. 200.	345.					
		Charges Viz.t						
		Embating	10.					
		on 935 @ 5 p Cent	46.	27.				
		Freight on 935. 27 @ 7 p M	68.	26.	126.	17.		
					1050.	9.	27.	
					168.	2.	56.	
1765 Novr.	30	Respondentia p 16 p Cent			1218.	13.	1969.	80
		By Mesp. Johnson Viz.t						
		Mr. Rose's Bill dat. the 18.th July 1764 ... L. 6. 60						
		Jacob Johnson Adventure 1000.						
		Peg.t 1006. 6. 60						
		By Elizabeth Jason Viz.t						
		Tent Cost ... 3200.						
		Mr. Jansfelds Bill						
		" Pringe D.o L. 2. 20						
		" Baker D.o 25. 26. 10						
		" Jansfelds D.o 138. 2. 60						
		" Wilsons D.o 48. 29. -						
		" Smith D.o 17. -						
		" Pringe D.o 23. 10. 30						
		" Rose's D.o 126. 27. 10	548. 19. 70	3748. 19. 70				
		Carried over Peg.t	4766. 26. 30					
		Carried over					267.	19

Cr

Mr. Indiana Book

1765

Current Wits. **Natal Concern** Cr.

				Brought Down				Dollars 2437	11
				Brought Down		4744 2630			
		30	By Voyage to Madras & Juliana & the Amount of the Elizabeth Snow Invoice from Madras particulars as that Amount						
			By Voyage to Madras & Juliana & Correspondence		4036 3460				
			Premium on Pagodas 8000						
			1 on Elizabeth Snow @ 1½ p Cent		120 ..		1682 26 50	2389 2	2
1765									
May		31	By Consignment of Seaway Snow Cargo						
			Chandy 2 Bales 27 20 Pcs Corgas & Invoice with Charges		326 2650				
			Correspondence Suspend 20 p Cent		65..				
		31	By the following Goods Sold & Delivered				3912 50	1243	6
			Longe Cloth B.No. 40 @ Pag.r 30 p Corge		1640 ..				
			Pag.r 45 p Corge Pag.r 311. 18						
			Do. 2 Sort 5. 9. @						
			Pag.r 42 p Corge	228.32.32		538 32 64			
			By Lunatoomes Cargo						
			44 by 25/24 of 156 1113 @ 62 p Corge 68.7.16						
			44 by 2½ of 13 1. @ 55 Pr 9.5.5						
			44 by 2½ of 15 3. 19 65½ Pr 236						
			44 by 2½ of 13 0. 19 15 Pr 203.15.24						
			24 by 3 of 12 11.18 @ 37 Pr 440.11.64						
			24 by 3 of 15 6 @ 2½ Pr 237		1334 324				
			By Handkerchiefs Poland 15 @ 14 p Corge		210 ..				
			By Charges Merchandize Cargo		Pag.r 3618.3464				
			Boat & Carriage & Lighterage 3.30						
			Gunnage & Package 36.9						
			Commission 5 p Cent 178						
			Freight 5 p Cent 365.11.56	181 31 24	399 342				
							3818 24 2	6111 3 38	
			Carried Over					3911 1 26	

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Dr

Mr. Andrew Ross in Account

1766			Pags		Dolls
Nov. 30	To Bottoms Bonney of Bombay Consisted Bombay Cargoe				625
	12000 Candys Longcloth for		3600	-	6450
	To Thomas Cooke of Bengal Consisted Coromandel Cargoe				
	3707.3				161

Carried Over

(355)

Current Sicca

Mr. Nisbett Cowan Cr

1766			Pags		Dolls		
July 31	By Snow Elizabeth Wm Bampfylde				33	11	1 26
	Carpenters 3 Bills	Pags 334.44.53					
	Storekeepers Do	225.16.60					
	Military Do	134.17.35					
	Master Attendants Do	113.22.20					
	Coopers Do	18.0.0					
	Bricklayers Do	6.0.0					
	Mr Ross Do	59.0.17	959	34	55		
	By Notary Publick for Copys of 2 Bills on Mr. President and Council of Bengal 2.16						
	Capt Tyrrel for freight on Benjamin	67.14.0	69	32			
	Richard Wyatt Esq private Acct Current with Mr.						
	Rec[d] 28 March 1766 Bampfylde		996	33	19	2	6 30 17 3263 1 16
Aug[t] 31	By Voyage to Madras Snow Elizabeth for the following						
	Paid Mr Thomas Cooke Dispensation Bond on the Elizabeth from Bengal to Madras being						
	CR 1337p on CR	1034.12					
	Premium 33⅓ Cent	332.13.0					
		1337.9.0					
	360 Pagodas for Pags 1108		Pags 1108	24	20		
	By Sundrys Outwards Cargo from Madras Viz[t]	Bales					
	Long Cloath Blue	2627	104	Cwt 3172			
	Do White	26	39	1076			
	Sanatoons	6	93	1138			
	Handkerchiefs Painted	1	18	1871			
	Do Muslins	3	3/12	381	22	40	
	Salt	16½ Tons		132			
	Carried Over			7308	22	40	1108 24 20
	Carried Over						3625 2.60

D.

Mr. Andrew Rochfort Account

1767					
May	31	Brought Over			
		Sundries			
		To Richard Wyatt his Account Current Dr. for Ditto			
		Sundries			
		To Andrew Rochfort for his Commission of	3332		
		Ditto for his Commission on Purchasing the Cargo			
		Nothing Mentioned Dr. Per Ledger Folio 1767			
		To Balance Carried to the Account of Profit & Loss			
		Errors Excepted			

Current With

Nabob Concern

Cr.

1766							
		Brought Over					
		Brought Over	7308. 22. 40.	108. 24. 20			36257. 2. 40
Nov.r	30	By Charges on the 2nd Voy.e					
		Packing Gunnies &c.	69. " "				
		Boat & Lighters &c.	12. 18. "				
		Tarpaulins for the Boats	2. " "				
		Mast for the Sarah 1800	18. 2. "				
		Commission on Dis.o					
		7611. 33. 40. @ 5 p.r Cent	370. 19. 40.	479. 38. 40.	1771. 17. "	1291. 2. 20.	1438. 1. 22.
1767							
May	31	By Mis.s Castle & Co.y for 60 Bow Arrows taken by					
		2½ Leased by Elizabeth Morrison Deceased					312. " "
		By Richard Wyatt his Acc.t Voy.e					
		Capt.n Pennings Bottomry Premium at 2 p.r	185. " "				
		Interest 2 Years from 28 April to 28 Janry	134. " "				
		1767 @ 9 p.r Cent	2316. " "				
		Insurance the Sarah & Mary					
		£5000 from Bencoolen to					
		Bengal Disposed	200. " "			2516. " "	1005. 2. 40
		By Amount Interest Voy.e					
		Acct 2437. from 30 April 1763. to 30.th					
		November 1765 being the time Despond.t					
		vested on the goods by Leopard & Success					
		611. days @ 6 p.r Cent	p.r			315. 2. 20.	
		Acct 12026. 2. 36. from Prime Cost to					
		11.th May 1766. 6. M.s @ 10 p.r Cent				601. 4. 12.	
		Acct 7716. 002. from 1.st June to the 30.th of					
		Nov.r 1766. 6 Months				500. " "	
		Acct 2266. 2. 10. from Prime Cost to					
		11.th May 1767. 6 months				113. 13.	
							1530. 1. 36
							5647. 3. 38

Errors Excepted Madras 17. July 1776

P.P.

Signed Richd. Wyatt

A true Copy

Thomas Dudley

Dr

Mr Andrew Ross in Account

1768					
May	30	To Cash paid by Roger Cooke Esqr			

Cont. with Mr. Wyatt 1767 Dr Cr

1767									
May	30	By the Amount of Sundries as per Journ.				Pag.		Pistoles	
		23. April 9 Jour Friends				227	28	6	3639 2 72
		By Interest on 3639. 2. 72. from 23 April to 3. May							
		1. Month 8 10 days @ 8 P Cent							40 3 35
1768									
Nov.	30	By Interest on 3639 2 72. Principal							
		& Goods P Jour Friends from P. Journ.							
		to 11th Nov. 1767 being 6 Month @ 8 P Cent							145 2 35
48									
Feb.	20	By the following Items P Royal Admiral Wyatt							
		Large Cloth Rackets		1475 Pieces	P 5	108 20			
		9/10 D. Do Blue		1000		1350			
		Gingham Cloth		200		300			
		2		400		460			
		Handkfs Printed Mosaique		640		640			
		7/8 D.		256		128 20			
		Handkfs Superfine N.7		198		445 20			
		" " 6		395		612 10			
		" " 9		385		510 5			
		Dosetts		600		330			
		Cotton Stockings		2320		638			
		" 3/5		1800		231 10			
		Mourning Cloth		80		184			
		Handkfs Printed 1st Sort		156		387 20			
		" " 2d		80		140			
		Chintz Madras A		6		13 2			
		" B		12		25 2			
		" C		21		40 8			
		Persia 1 Sort		25		50			
		" " 2d		20		35			
				Pagedas		11250			
		Charges at Madras N.7							
		Godowns hire	Pag	14 20					
		Boat Hire &c		12 20					
		Packing Gunnies Mosquito &c		123					
		Comm. from 5 P Cent		520		670			
								11920	1767

Errors Excepted

(36A)

Dr Of Abraham Redfearn Esqr

		To Brought Over					

(185)

(36A)

Current With Mess.rs Wyatt &c.r ... Cr

1769					Pagoda		Dollars	
Janry	31	By Brought Over					21278	64
		By the following Invoices on the Danny Snow one Invoice						
		Left pd pr Invoice Viz.t	Pieces	Pcs				
		Longe Cloths Blue	800	1040	..			
		Bellanes blue	400	620	..			
		Amount Carried over the Fortune Viz.t		Pcs	1660	..		
		Longe Cloths blue	25	Pcs	375	..		
		Taffpes Longe 4/4 by 2	250		375	..		
		Small 3 3/4 by 1 1/2	100		450	..		
		White Bellanes	20		530			
		Blue Ditto	104		318	..		
		Cambaspalle Handkerchief Longe	236		466	..		
		Small	167		167	20.40		
		Bellanes Longe 5 by 1 1/2	5 p.2		325	2..		
		Small	3.6		16	10..		
		Charges Viz.t	Pcs		4614	30.40		
		Godowne hire	6	..				
		Dust & Rats hire	3	20	..			
		Entering Jenny &c	27	20	40			
		Commission 5 p.Cent	222	20	40	6674	20	..
		By the following Invoices Shipped on Consignment					6534	20 .. 10155 1 60
		p Fortune Viz.t						
		Cambaspalle Handkerchiefs 2 p.C Pcs 720 p Charges				2 ..		
		Bellanes Longe 5 Yards 2 p.C Pcs 632 p Charges				22 ..		
		C proportion of Charges				2.20		
March	21	By Sales Nothing Remains of Postage for this Invoice				6 4	2 28 4	6 1 24
		Chintz Sorts	38			1162 ..		
		Peterpanes	6			37 ..		
		Handkerchiefs	11			36 ..		
		Muslins pcs	2			30 ..		
		Longe Cloth Whites pcs	8			167.5 ..		
		Stockings	11 Corge			156 ..		
		Bandilly	6 Pounds pd			18.		
		" Signed	4	p		32 ..		
		Commission Brokerage &c				69 25 ..		
						306 ..	6534 20	1035 2 20
		Carried Over						3385 2 70

Dr. Mr. Andrew Rose Account Current

Cr.

Current State Mess.rs Hyett &c.

1769
May 31 To the following Amount Brought Over
To Sundry Articles for Consignment
Sortment Cloth
Coppers 3/4 Cloth
Linen
Cotton
Woollen
Canvas
Deduction of Charges
Amount as p. Sale
To Bankers Shop Sortment for the Value of the Goods
Same Sortment for Mr. Hamilton's Account
To Bankers Shop Assortment for the Amount of the Goods
Brought to Account on the Commandant and Council
of Fort William on Mr. Rose's Account Current
To Sundry Articles for Mr. Rose's Account Current
2d Assortment 1769 for
Sundry Articles for Mr. Rose's Account Current
To Royal Assortment for Do.
To Cash Paid Sundry Persons of the Commandant Council
of Fort William by Order of 31st May 1769.
To Sundry Articles for Do.
To Cash Paid Sundry Persons for Do.
Do. Do. Do. Do.
Do. Do. Do. Do.
Do. Do. Do. Do.

Errors Excepted

1769
May 31 By Short Credition Brought Over
By Royal Assortment for Value of Sundry Articles Sold
Sundries Charges Charged to Mr. Thomas Hammond
Under Seven Assortment of Mr. Rose Account Current
Admiral
Do. Do. Sortment
Credited Mr. Rose
May 31 By the following Sundry Articles Sold at Public Sale
Long Cloth Pieces
Do. Do. White
Bleached Ditto
Charges as per Invoice
Sundry Articles
Long Cloth Pieces
Muslins as per Invoice
Muslins Do.
Red Lawns Do.
Do.
Sasiny Lawns
Do.
Do.
Do.
Charges as per Invoice
Net Proceeds as Charges
By Bankers Shop Assortment for Mr. Rose Account
By Long Cloth Pieces Sold Mr. Hamilton
Expenses
Charges at Madras

Errors Excepted

Dr.

Mr Andrew Rose

Cr.

Current Acct. with Messrs Wyatt &c

1769

Dr

Mr Andrew Rose in Account

Cr

Current with Messrs Wyatt & Co.

1770								
							Dollrs	
			Brought Over				76322	3 24
Novr	30	By the following Bills of Exchange Viz[t]						
		Hamilton & Moultrie A[o] 20. 460 Spans		460				
		Do	40 340	323				
				783				
		Charges on Invoice		45				
		By Bills of Exchange paid the following Viz[t]				828	1326	3 20
		1 Bill on favor of Geo. Moulton					2000	
		1 Do Do					2473	42
		1 Do Messrs Telling & Do Inco					480	
		1 Do Capt[n] John Rising					720	
		1 Do Value Recd of Mr Nairne in favor of Mr Rose					1620	
		By the Amount of a Bill of Exchange drawn in favor of the					2701	2 44
		President and Council of Fort Saint George and paid as						
		p Advice				1000	1000	
1771		By Balance Carried to Ballance Account Current p[r]					391	70
July	31	By the following to London Interest from 17 July 1771 as p						
		Advice Transmitted Mr Rose Viz[t]						
		Long Cloth Blue 2296 Spans		3638 33. 64				
		Sumatoons 80		118				
		Long Cloth Red A[o] 999		2247. 10				
		Do A[o] 90		202. 20				
		Advance 25 Cent		6376. 23. 64				
				1594. 36 76				
Novr	30	By Long Cloth 661 Pces landed at Madras p			7971	20 60	11732	1 20
		Ingall & Co Ch						
		By 12 ½ Cent Superd Charges at Madras including			1741	30 57	2786	30 40
		Commission on 18 Chests Do Ally p 200 Chests Ind						
1771		Benjamin & Dalphin Sold for Pr 716. 4. 18 ½			73	1 29	116. 3. 20	
Novr	30	By Commission on Sales of Sugar Napiers & Royal Admt						
		Amounting to 850 22 ½ @ 5 ½ Cent. Madras Duties						
		and other Charges on						
		Do Superd	27 Do					
			1296 ½ ⅝		102		163.	20
		Carried Over					6	1202

Dr. Mr Andrew Ross in Account

			Brought Over	Pag.r		Dollrs		

Current Acct. Messrs. Wyatt &c. Cr.

				Pag.r		Dollrs		
1772			Brought Over			1302	3	16
Nov.r	30	By Insurance of Gold & Sundries from Masulipatam Overland to Madras @ 1½ p.r Cent						
		Charges Carry.g the Above Gold Over Land				193		
		By Commission on Sales of Somtenaux &c. Pag.s 155. 3. 47 @ 5 p.r Cent				40		
		Madras Duties & other Charges on D.o Sundrys						
		By Richard Wyatt Esq.r Dr.s						
		Insurance on P.s 500 on the Porter Brig.e & Bills of Admiy 28 April 1767	12 p.r Cent			20	3	20
		Ad.s Credited in Natl. Currency Books May 1767	P.s 500. 3.20					
		Sundry Disbursements for Mrs Wyatt & Ship Royal Admiral as p.r Bills of Advice	300			200	3	20
		180 Rupees 1768				80		
		Stays for Mrs Wyatt as p.r Bills of Advice p.d 1768 & 10 Sept.r 1769				10		
		Hoop Iron				53. 2		
		Mustard 30 Shirts 26 Stocking Cong. 61. & Capt.n M.c Donald Surgeons Allowance having paid any particulars known				40		
1773								
May	31	By the following Bills of Lading Dolph.n Conngrid.			233	24	373	2	40
		Mr Sam.l Gatward Dr.s Cong.a Vincatapollam Bland & Pongs 16	P.s 440					
		Sma 130	555					
		Charges a proportion				10		
		Long Cloth Bales 124 Cong.a	P.s 530. 10			1013		
		Charges @ proportion	1. 30					
			532					
			1345					
		Advance 25 p.r Cent	386. 10		1931	10	3090		
		Longe Clothes white Bordering &c. & damage & Deduct Outcry	Cong.a P.s					
							613. 2	
			Ballance				2466	94
							10½	70
							1342	164

D. St. Andrew Roß in Account

		£	S	D
	To Ballance brought down			
	Which he borrowed the Exchange at 10 P Cent			
	P 10 Pagodas	637	2	66

Pagodas 637 2 66

Errors Excepted

Current with Mrs. Wyatt &c. Cr.

			£	S	D
1775					
Nov.	24	By Cash Paid to Mr Turing	1500	-	-
1776					
July	28	By - Do - Do	200	-	-
1777					
Janry	15	By - Do - Do	1500	-	-
			3200		
		By Ballance	1372	2	66

Pagodas 1372 2 66

George Ross

P John Turing
Atty for Mrs. Wyatt &c.

Filed 20th Dec. 1777

The Amended Answer of Andrew Ross late of Fort St. George Merchant Defendant to the Bill of Complaint of Andrew Ryall and Robert Jeffreys and Others Executors of Lieut. Colonel Allan Campbell by their Attorney John Young of Lincolns Inn Gentleman Complainants

This Defendant reserving to himself all Manner of Benefit and Advantage of Exception to the many Errors Insufficiencies and Imperfections in the said Bill of Complaint Contained for Answer thereunto or to so much thereof as this Defendant is advised to be Material for him to make Answer unto Saith that he Admits to have received the Sum of Sicca Rupees Eighty Thousand Seven Hundred and Fifty Eight and five Annas in Part of the Sum of Sicca Rupees One Lack Seventy Seven Thousand Seven Hundred and Fifty Eight and five Annas in the said Bill of Complaint Mentioned to be received by this Defendant from the Estate of the said Allan Campbell deceased and this Defendant Admits that he hath Credited the said Estate with the Sum of Sicca Rupees Eighty Thousand Seven Hundred and Fifty Eight and five Annas and this Defendant Admits that he hath received Sicca Rupees Twenty Thousand on Account of the said Estate and this Defendant Admits that he hath Credited the said Estate with the Sum of Sicca Rupees Twenty Thousand on Account of the said Estate

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Dr Richard Hyatt Esq.r

1765					
June	28	To Amount of Goods sold him by Mr Hyatt by the Corporal Jane			
		Captain Hunter	36.12		
		[illegible]	51.	87	
1766		[illegible]	6758.17.11		
March	22	To Balance Account Current	168.2.36	118	10
		To Bill drawn by Jonathan Ric.d Cave Esq.r Member of Parliament for the Town of Elizabeth on the Island of Antigua on Account of the Company for Value Received		3192	2
April	23	Mr Hyatts Bonds to Mr Penny for Goods sold him at Fort St George		2105	2
June	30	Freight of 2 Chests of Camphire sent by Mr Leonard to Ostend	35		
		Cartage thereof	5.		
October	6	Insurance of £2500 on the Success Bengal by Order of Mr Cartier 6 p.c			
1767		Policy of £ Charles Beaumont Clerk to the Madras Insurance		313	
June	23	Amount this Day being Bond for £2105 Sterling			
		Paid Mr Penny for Account of Mr Hyatt from the 23 April 66 to			
		Mr Hyatts Bond to the Company for £2500 Sterling			
		Interest thereof at 5 p.c from the 23 April 66 to the 23 April 67			
		Insurance of £2500 on the Success Bengal by Order of Mr Cartier 6 p.c			
		Policy of £ Charles Beaumont Clerk to the Madras Insurance			
		Amount this Day being Bond for £2105 Sterling			
		Paid Mr Penny for Account of Mr Hyatt from the 23 April 66 to			
April	23	Interest of Mr Hyatts Bond for £2500 Sterling		886	28
Oct.r	10	Ditto being one Year from the 23 April last to the 23 April 67		2276	28
		Mr Hyatt by Cash Received from the Estate of Mr Thomas Wyatt deceased Brother of the Company Agent at Bengal			
		Commission at 1 p.c	1100. 11.		
1766					
April	18	Mr Hyatt by Bill on Mr Leonard drawn in favour of Capt.n Morley		6633	
		Commission thereon			
		Mr Hyatt by Bill on Mr Leonard drawn in favour of Capt.n Morley		1688	18
		Commission thereon			
		Mr Hyatt by Bill on Mr Leonard drawn in favour of Capt.n Morley		1350	
		Commission thereon			
		Mr Hyatt by Bill on Mr Leonard drawn in favour of Capt.n Morley			
		Commission thereon			
Oct.r	6	Insurance of £2500 on the Success Bengal by Order of Mr Cartier 6 p.c			
Nov.r	10	Insurance of £1200 on the Cartier			
1769		Amount of 12 Bales of Goods by the Company			
July	28	Do of 16 Bales of the same			

Edward Owen Esq.r

Company their Account Current &c.

1766				
July	22	Respondentia Loan on the Cash of 28 Bales of Camphire sent to Ostend		
1767		Ad.l Commission thereon		
July	20	Rec.d from Mr Stratton by Corresp.ce 11 Bales Mr Hyatts 5666	8	1851
June	10	Proceeds of Do Rec.d from Bengal on the Success Elizabeth	8	3192
	16	Do of 10 Chests of Benjamin belonging to Company the Success Elizabeth	8	2105
April	23	Rec.d from Mr Thomas Cash of Calcutta on the Success Elizabeth 1st Bill 3772	8	2500
		is RR. 32432. 5 @ 350 p Ct		
Nov.r	3	Produce of Gold bought by the Rt Honble Leonard 1367.12		1367
Dec.r	11	Rec.d from Mr Carter on Success Elizabeth		1200
1768				
May	23	Rec.d from Do on Do		2500
Aug.t	18	Short Invoice Mr on Capt.n Morley Dated Madras 1st Feb.y 1768 RR 15810 @		1581
	31	Produce of Gold of the Fortune on Acct from Messrs Jackson and Lance		3746
		Candy 7 [illegible]		300
		Deduct Insurance from thence 1 p.c £6124.32	61 24	
		Carriage from thence	30	
			154.32	
1769				
March	10	Short Invoice Mr on Capt.n Dalton from Bengal the Company the Success		7768
	31	Freight of Goods shipped on board for my Ac.t by the Ranger Sloop 1580 p Mr		1581
July	10	Respondentia taken upon the Cash of 18 Chests Camphire sent to Ostend		2276
		for their Ac.t by the Messrs Hope & Thellusson		
Aug.t	18	Their Commission on Mr Hyatts		6633
		Bond		
Sept.r	10	Premium Rec.d for Mr Norris £62 at 15 p Ct		1867
		My Draft on them to the Bond & Cornwall for £1969 @ 1 Ud @ 16 p Ct	6	193
		To Com.n thereon from the time that Mr Leonard took for Mr Hyatts Bond		20
		are Negotiable		
	28	Produce of Gold Rec.d by the Rt Honble Leonard 1688		1688
Oct.r	10	Mr Hyatts Bill on the Bond & Cornwall of 12 Months Date from Mr Penny		4998
		CR 1600 @ 96 1/8 CR 1536. 5.6 @ 355		4333
Nov.r	28	Rec.d Proceeds of Sundrys Rec.d by the Rt Honble Leonard		365
		Edward Owen Esq.r		2641
				54

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D.r

Richard Wyatt Esq.r

1769					
July	31	Brought Over			
March	3	Cash of Goods this from Company's Sale by the Dolphin			
	10	Cash per Goods from Ship Sale by the Dolphin			
	16	Cash Amount of Goods from Ship Sale by the Dolphin			
April	15	Cash Amount of Goods Sold by Cooper			
June	10	Cash Amount of Goods Sold by Cash Amount			
		Mr Hallowes Bill for Goods for this Account			
Augst	12	Cash Amount of Goods Sold by Cash			
		Do of Do of Do			
		Mr Hallowes Bill for Goods for this Account			
		Cash Amount of Goods Sold by Cash			
Sept.r	10	Cash Amount of Goods Sold by Cash			
		Cash Amount of Goods Sold by Cash			
		Cash Amount of Goods Sold by Cash			
Oct.r	3	Cash Amount of Goods Sold by Cash			
1770		Cash Amount of Goods Sold by Cash			
Jany	29	Cash Amount of Goods Sold by Cash			
		Do of Do of Do			
Sept.r	29	Do of Do of Do			
1771		Cash Amount of Goods Sold by Cash			
	27	Cash Amount of Goods Sold by Cash			
July	20	Cash Amount of Goods Sold by Cash			
		Cash Amount of Goods Sold by Cash			
1773		Cash Amount of Goods Sold by Cash			
Jany	29	Cash Amount of Goods Sold by Cash			
1776		Cash Amount of Goods Sold by Cash			
1777	19	Cash Amount of Goods Sold by Cash			
Jany	15	Cash Amount of Goods Sold by Cash			

Errors

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Company this Account Current

Cr

1770		Brought Over			
Jany	20	Their Limitations a/c Mr Stewart's Salary			
March	1	The Difference between the Nt proceeds of 11 Chests Completion Sort & Allen on the Northfork & Ostenly the 10th proceeds being Sa. 6365.220 And the Amount of Expenditure Paid on this Acct together with the Premium & the freight 5931.720			
		The Difference Sa. 433.640 @ 7½ P Ct is	1049	28	
Sept.r	29	Neat proceeds of 2 Chests of Completion Sort Allen one by Capt.n Bourne	774	26	
1771					
April	18	By a payment made to me by Mr Shannon on their Account in part	2955	16	45
May	7	Rec.d Mr Shannon on their Acct	1500	—	—
July	7	D.o from D.o	554	23	35
Sept.r	13	Proceeds of Gold by the Dolphin Sold per	6082	39	44
Nov.r	10	Nt proceeds of Benjamin Rice by D.o	632	12	70
	30	Freight of Goods sent from my Acct by Rt Honble Admiral paid by them			
1773		Sa. 39.— 80 @ 15 P Ct	26	6	—
July	26	Commission Charged by them on the Sales of 116 Bales which I consigned to Mr Gotsard by the Dolphin & Con Sa. 3502.3 —			
		Freight Sa. 975.—.75			
		Customs 146.3.80			
1774		70.3.30			
		Sa. 392.3.95 @ 15 P 10 Ct	261	39	—
Dec.r	7	Nt proceeds of 71 Chests of Benjamin Rice by the Dolphin	123	11	—
1777					
Dec.r	19	Ballance Due Some	2816	19	86
		Fort Saint George 19th December 1777	Exp.d		11382 12 70

E E

Andrew Ross

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The Replication of the said

Plaintiffs to the Answer and Plea to the Amended Bill of

Complaint by the said Defendant

And to the Answer of the said Defendant

And

These Replicants saving and reserving to themselves all Manner of Benefit and Advantage of Exception to the many Errors and Insufficiencies in the said Defendants said Answer contained for Replication thereunto say that they will aver and maintain their said Bill of Complaint to be true certain and sufficient in the Law to be answered unto by the said Defendant and that the said Defendant's said Answer and Plea is uncertain untrue and insufficient in the Law to be replied unto by these Replicants and for Replication thereunto these Replicants

by them Made by Order of this Complainte Said Will on Demand of Satisfaction
on the Above premises and such Very Pay. May be Admitted as part
of their Their Explanation

All and Singular. Matters and thing the Complainte is Ready
and willing to Aver Maintain and prove as this Honble Court
Shall direct and Most Humbly pray as in and by their Said
Bill of Complaint they have Already Prayed

W J Duprey
Sol for Compts

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Account of Subscriptions & Different Sums Debited and Credited to [illegible]

305	12						
1218	28	10					
3115		1					
	40						
315							
181							
396		18	68				
2276		28	64				
66		33					
1688		14	32				
1250							
450							
1920							
4674		24					
1976		32					
2910		34	40				
176							
1265		7					
	2	38	9				
192		12					
132		26	28				
765		12					
699							
2315		51	3				
1625		29					
1066		29	36				
6229		37	51				
1575		28	40				
741		30	37				
1460		15	26				
10000							
344							
7937							
2683		37					
978							
1977		32	20				
1954		12					
95		28					
1500							
3750							
1520							

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Account Current Annexed to his Answer from the 16th day of Dec. 1777

1450				11	4	29	
3125				10	9	29	
430		18	16	10	6	9	
171		3	62	10	6	3	
980		26	32	10	7	26	
3530				10	1	16	
6000				10		6	
5746				9	6	24	
300				7	4	1	
7960		8		9	3	19	
120		18	72	9	3	7	
30		10	61	8	9	9	
69		10	53	8	8	19	
1675		8	18	8	5	9	
190		27		8	4	1	
28				8	4	1	
5918		1	54	8	3	9	
10668		10		8	2	24	
365		6	46	8	2	9	
2641		36		8		24	
10000				7	10	21	
1049		28		7	9	18	
774		26		7	2	20	
6955		16	45	6	8	1	
1500				6	7	12	
4542		20	35	6	5	12	
6082		38	14	6	3	6	
634		12	70	6	1	9	
26		6		6		19	
261		29		4	4	23	
133		11		3		12	
3410				11		19	
1003				10	6	19	

1822		32
377	23	
368	17	25
143	10	12
236		51
1860	3	
4810	24	
5397	24	63
224	2	32
5930	6	44
95	13	3
31	9	40
10	17	24
3155	24	37
129	6	24
18	24	17
5497	26	56
1017	26	46
239	11	6
1073	7	12
6313	12	
655	2	2
457	26	76
4778	8	38
794		
2345	1	3
3049	28	18
309	35	24
12	28	3
92	6	27
19	33	41
3015	7	9
846	27	12

A true Copy

Henry DeBey

Mr Andrew Ross in Account Current

	To Cash Remitted from Mr Andrew Ramsay of Barclay & Co's Bill dated 1st Nov. 1777 Credited upon Account but Errors Excepted to by you	300		
	To Interest Calculated from the Account Current Annexed to Mr Ross's Answer from 1st Jan. 1778 to the 6th Nov. Sum of Pag. £3638 and Interest upon the Sum of £1803 forbeard from the Credit given on the 1st Nov. Inst.	233	6	8
1777 Dec.	Pagodas	5638	11	13
1779 Nov.	6 To Ballance as p Contra	1975	6	77
	To Interest Upon Do Ballance Sum of £1975 Credited and Carried to the Debit of his Last Account being from the 1st Dec. 1778 to 6 Nov. 1779 £196	297	10	8
	Pagodas	2272	17	21

Errors Excepted

John Turing

Agt for Mr Ross

Mr Ross & Wyatt and Company Cr

1777 Dec.	19 By Ballance of his Account Current Annexed to his Answer	2816	19	36
	By Interest for a Deduction of so much Allowed him in the Account of Interest Due to Annexed upon the Sum of Pag. 1803 Seven Months forbeard by the said Mr Andrew Ramsay	846	27	12
1777 Dec.	19 By Ballance due By Ross	3663	4	46
		1975	6	77
	Pagodas	5638	11	13
1779 Nov.	6 By Ballance	2272	17	21
	Pagodas	2272	17	21

6 November 1779

Excepted

p John Turing

Agt for Mr Ross Wyatt & Co

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Sir

I am Obliged to You for the Information I shall Act to the Purpose in question without Delay

Thursday Evening
28 Jany 1779

I am Sir
Your most Obt
Andrew Rose

A true Copy
Henry Disney
Actg Compts

Sir

I am sorry that the delay which has happened should again have occasioned an Application from you on the behalf of Mr Irving I am now employed in that Business and shall finish it without Delay

I am Sir
your Obt
Andrew Rose

March 6th 1779

Received

A true Copy
Henry Disney

Dd 10 Jany 1780

The General Reynder of Andrew Rose of Fort Saint George Merchant Defendant to the Petition of Richard Hyatt on behalf of himself and other Commanders of Fort Marlborough Merchants by them and by John Irving of Fort Saint George aforesaid Merchant Comp.t the

This Defendant now and at all times hereafter saving and reserving to himself all Manner of Benefit and Advantage of

for Expenses Sd that the Defendt. had Damnified Sd Cost and Defendt in the Same to be Taxed and Sett on and by the Said Master the Said Attorney Sued and Defendant Mention all and every thing and things therein to be Taxed between Said Master and Parties Alleged and Defendt and the Defendant also Craves that the Defendant may be Allowed and Reimbursed to be Expended with by the Defendant for Diet Mad and for Sundrys therein Contained

Whereby Matters and things &c
Defendant to Pray to the Honble Court the Said
Manner and form as the Honble Court Shall
therefore humbly Prays as Defendant is Ready
to Pay Already Paid

Defendant

Mayors Court at
Madraspatnam

Tuesday the 23 day of May
Anno Domini 1780

Present
Edwd. John Holland Esqr. Mayor
James Call and Benjn. Roebuck
Aldermen

Between Richard Wyatt on behalf of
himself and others Concerned of Fort Marlborough
Merchants by their Attorney John Turing
of Fort Saint George Merchant Complainant
and Andrew Bisset of the Same place
Merchant Defendant

This Cause coming on to be heard and Debated this Day
in the Presence of the Attorneys on both Sides on Reading the Complainants
Bill and the Account Current Marked A and Banners the Defendants
Answer &c. Answer the Replication and the Sums Accounts Current Marked
The General Rejoinder ON Hearing the Readings made
of the Allowances and on due Consideration had thereon It is
Ordered Adjudged and Decreed with Accordingly
Order and Decree that the Defendant Shall pay unto the

Complainant the following Last Sum of One Hundred
Pagodas and Seventy two Pagodas Seventeen fanams
Twenty Nine Cash of Pags 172. 17. 29 of the Said
Defendant Damuel Shaw to the Complainants Pagodas
Fifty Seven and Twenty Pags 157. 20 Cash from the 6 Pags
November 1779 together with the Costs of Suit

To the Honble the Mayor &c. Mayors Court

Humbly Complaining Sheweth unto your Honble Worships your Orator Thomas Hodges of Madraspatnam Merchant that on the 13th day of April 1780 your Orator Exhibited his Bill of Complaint in this Honble Court against Daniel Shaw of Madraspatnam Merchant thereby setting forth that your Orator had lent and delivered unto the said Daniel Shaw on the 6th day of November 1779 the Sum of One Hundred and Seventy two Pagodas Seventeen fanams and Twenty Nine Cash and that the said Daniel Shaw had promised and Undertaken to repay the same to your Orator on Demand but that the said Daniel Shaw had not paid the same or any part thereof to your Orator although often requested so to do and that the said Daniel Shaw had refused and still refused to pay the same to your Orator and praying that the said Daniel Shaw might be Summoned to appear to the said Bill and Answer the premises and that your Orator might have such Relief in the premises as to this Honble Court should seem meet as by the said Bill and Exhibit thereto annexed for the Inspection of this Honble Court may be Admitted as part of this his Bill of Complaint and Whereas your Orator hath frequently and in and Amicable Manner Requested the Payment of the said Sum of One Hundred and Seventy Nine Pagodas Two fanams and Twenty Six Cash from the said Daniel Shaw

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But now so it is. May it Please this Honble Court Court the said Daniel Shaw Obstinately and Contemptuously refuses to pay the Same or to give your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief herein as to this Honble Court shall Appear Agreeable to Equity and good Conscience to the End therefore that the said Daniel Shaw may upon his Corporal Oath full true and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all Intents and purposes as if the Same were here Again Repeated and particularly Interrogated and that he May be Decreed to pay unto your Orator the Aforesaid Sum of One hundred and Seventy Nine Pagodas Two fanams and Twenty Six Cash together with all Such Interest as Damages Shall hereafter become due thereon and all Costs of this Suit

May it Please this Honble Court to Cause the said Daniel Shaw to be Summoned and Required by the Sheriff of Fort Saint George Justices of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court aforesaid and Assigned then and there to Answer the your Orator Bill of Complaint and that

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Mayor's Court at Madraspatnam

Tuesday the 30th day of May Anno Domini 1780

L.S.

Present

Edwd. Isbon Holland Esqr. Mayor

George Proctor and Edwd. Garrow

Aldermen

Between James Stringer of Madras Bricklayer Complainant and Daniel Shaw One of the Attorneys of this Hon'ble Court Defendant

It Appearing by the Records of this Court that the usual Rules have passed for the the Defendant to Answer the Complainants Bill which he has Neglected doing this Court doth therefore think fit to order and Decree and do the Accordingly by Order and Decree that the Defendant shall pay unto the Complainant the sum of and Just Sum of One hundred and fifty Nine Pagodas two fanams & twenty five Cash (Pal 159.2.25)

With all such Interest Arrears or Shall hereafter become due thereon until full Payment be made also all Costs of this Suit

J. Cruz

Mayor Court

Dr. Mr Daniel Shaw — To Sundries

1780 April 6 — To Sundries as per Contra — 33 6136

Pagodas 33 6136

Errors Excepted

Fort St. George 6th April 1780

Daniel Shaw

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Narrainsaw Doraisawmy Late of the
Choultry Street of the Same Place Inhabitant that Moodukistnah
of the Same place Inhabitant Stands Indebted unto Your Orator
full and Just Sum of Nine hundred Pagodas Current Money of
Madras Madapollam Sterling Money of Great Britain at the Rate
of Eight Shillings for every Pagoda the Sum of Three hundred and
Sixty Pounds as will More at large Appear by Severall
of Bond or Obligation and Copy of an Assignment with the power of
Attorney thereto Annexed for the Inspection of this Honble Court and
which your Orator Prays may be Allowed as part of this his Bill of
Complaint the Original Assignment with Power of Attorney being in
your Orators Attorneys Custody and Ready to be produced for the Inspection of this Honble Court if Required and your Orator further
Sheweth unto this Honble Court that he hath frequently and
in an Amicable Manner Requested the Payment of the Said
Sum of Nine hundred Pagodas & Interest

But now so it is May it Please this
Honble Court the Said Moodukistna Obstinately and
Wilfully Refuseth to pay the Same or to give your Orator
any manner of Satisfaction touching the Premises
Your Orator therefore

this Honble Court shall Appear Agreeable to Equity and good Conscience
to the End therefore that the Said Moodukistnah May upon his Corporal
Oath full true direct and perfect Answer Make to all and Singular the
matters and things herein before Set forth and Alledged as fully Truely
and Effectually to all Intents and purposes as if the Same were here
Again Repeated and particularly Interrogated and that he may be
Decreed to pay unto your Orator the aforesaid Sum of Nine hundred
Pagodas with all Such Interest as now is or Shall hereafter become
due thereon also all Costs of this Suit

May it Please this Honble Court to Cause
the Said Moodukistna to be Summoned and Required by the
Sheriff of Fort St George Sworn of Madraspatnam and the
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 this your
Orator Bill of Complaint and further to Stand to and Abide
by Such Order and Decree thereon as to this Honble Court
Shall Seem Meet

John Sykes
Att'y for Compt

6th April 1780

This Bill was Sworn to in Court between the Days of
Appearance and the Compt's Att'y having made Oath
to the Truth of this Demand and that he believes the
Defendant is about to depart from the Jurisdiction
of this Honble Court let Summons Returnable Immediately
and Warrant of Arrest Issue thereon

Edwd Johnson Holland

Translation of a Bond or Obligation Dated the 8th May 1811

I Mordecai Mordecai Merchant of Savannah in the County of Chatham and State of Georgia am held and firmly bound unto Adolphus Smith late of Madras Inhabitant now Resident in Savannah aforesaid Merchant in the Sum of Eight Thousand (8000) Star Pagodas Current Money of Madras which I promise to pay on or before the 8th of May next with full Interest for the Payment thereof I Promise to pay the said Sum of Pagodas with such Interest as may become due thereon at the Rate of 8 per Cent per Annum Witness my Hand and Seal this 8th day of May 1811 Signed Sealed and Delivered by the above bounden Mordecai Mordecai in the Presence of us

Witnesses Present
Mordecai Mordecai
Mordecai Nunez Jun

The foregoing writing to be a true Translation from the Original on the Malabar Language by me

John Sykes
Interpreter

Know all People to whom these presents shall come I Mordecai Mordecai Merchant of Savannah in the County of Chatham and State of Georgia am held and firmly bound unto Adolphus Smith late of Madras Inhabitant now Resident in Savannah aforesaid Merchant in the Sum of Eight Thousand (8000) Star Pagodas Current Money of Madras as in the above Bond or Obligation more fully appears Now the Condition of the above Bond or Obligation is such that if the above bounden Mordecai Mordecai his Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named Adolphus Smith his Executors Administrators or Assigns the Sum of Eight Thousand Star Pagodas Current Money of Madras aforesaid with Interest thereon at the Rate of 8 per Cent per Annum on the 8th day of May 1811 according to the true Intent and Meaning of the above recited Bond or Obligation Then the above Bond or Obligation to be void and of none Effect or else to remain in full Force and Virtue

to him in hand paid by Adolphus Smith late of Madras Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof is hereby Acknowledged he the said Mordecai Mordecai hath Assigned and Set over and by these Presents Doth Assign and Set over unto the said Adolphus Smith the said Bond or Obligation and the Money or amount Principal and Interest thereupon due and Owing and which may become due thereon and all his Right & Interest of in and to the same and every part thereof and the said Mordecai Mordecai for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth Make Constitute and Appoint the said Adolphus Smith his Executors and Administrators his true & lawfull Atty and Attornies Irrevocable for him and in the Name and Names of his Executors and Administrators but for the Sole and proper Use and Benefit of the said Adolphus Smith his Executors and Administrators to ask require Demand and Receive of the said Mordecai Mordecai his Executors and Administrators the Money due and to become due on the said Bond or Obligation And on non Payment thereof the said Adolphus Smith his Executors and Administrators to Sue for and recover the same and on Payment thereof to Deliver up the said Bond or Obligation and give sufficient Release and discharge therefor and one or more Atty or Attorneys under him to Constitute and substitute the said Adolphus Smith or his Atty or Attys under him shall lawfully do in the Premises the said Mordecai Mordecai doth hereby Allow and affirm and the said Mordecai Mordecai for himself his Heirs and every will become the said Money due and to become due on the said Bond or Obli

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the Summons first above mentioned and Affidavit of the said Pendings for the Sum of Two Hundred Pagodas and the said Defendant to the said Summons for himself personally appear in this Court to Answer unto the said Complaint of the said Plaintiff and further to do and receive as to this Honble Court shall seem meet and Order in the Premises

Dated this 21st day of March 1780

Signed Sealed and Delivered
In the Presence of
Nuncupative
the Q Mark of Thomas Lyons

John Hyde
Atty Complt

Mayors Court at Madraspatnam the 22nd Day of May 1780

Present
Edwd John Holland Esqr Mayor
James Call and Benj Roebuck
Aldermen

Between Thomas Lyons Plaintiff
by the Atty Complt of Plaintiff
and Thomas Lyons Defendant
of the Same Plaintiff and Defendant

It appearing by the Records of this Court that Summons issued for the Defendant to appear and answer the Complaint of the Plaintiff at this Court this day and the Defendant not appearing

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Dated 21st March 1780

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Shews unto this Honble Court your Orator Nallatamby Mudeliar by his Attorney Thomas of Madras Inhabitant that Channa Tomby and Mootia Tomby also of the Same Place Inhabitants Standing Indebted to your Orator in the full and Just Sum of Fifty Pagodas Twenty two Fanams and forty Cash Current Money of Madras Madapolam Standing money of Great Britain at the of Eight Shillings and four Pence or thereabouts as well More fully and at large Appears by the Account thereof and Copy of an Assignment thereof Annexed for the Inspection of this Honble Court to which your Orator for ye may be Admitted as part of this his Bill of Complaint and Whereas your Orator hath frequently spoken and Demanded the Payment from the said Channa Tomby and Mootia Tomby of the Sum of Fifty Pagodas Twenty Two Fanams and Forty Cash

But now so it is May it Please this Honble Court the said Channa Tomby and Mootia Tomby

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Just Sum of Nine hundred Pagodas Twenty Eight Fanams & Forty Cash Current Money of Madras Standing together with Such Interest as Money shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Signed Sealed and Delivered
In the Presence of
Nuncupative
the Q Mark of Thomas Lyons

John Hyde
Atty Complt

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Shews unto this Honble Court your Orator Nallatamby Mudeliar by his Attorney Thomas of Madras Inhabitant that Channa Tomby and Mootia Tomby also of the Same Place Inhabitants Standing Indebted to your Orator in the full and Just Sum of Fifty Pagodas Twenty two Fanams and forty Cash Current Money of Madras Madapolam Standing money of Great Britain at the of Eight Shillings and four Pence or thereabouts as well More fully and at large Appears by the Account thereof and Copy of an Assignment thereof Annexed for the Inspection of this Honble Court to which your Orator for ye may be Admitted as part of this his Bill of Complaint and Whereas your Orator hath frequently spoken and Demanded the Payment from the said Channa Tomby and Mootia Tomby of the Sum of Fifty Pagodas Twenty Two Fanams and Forty Cash

But now so it is May it Please this Honble Court the said Channa Tomby and Mootia Tomby

Any Manner of Relief or Satisfaction touching the Premises upon Oath to the said pre-
sent Bill of Complaint as to this Honble Court Shall Seem meet and
to Equity and good Conscience to the End therefore that the said Thomas Chinnatomby
and Mootoo Comaraw may upon their Corporal Oath full true and
perfect Answer Make to all and Singular the Matters and things here-
before Set forth and Alledged truly perfectly & Distinctly to all Intents and Purposes
as the Same now hereafter be fully and Sufficiently Examined
and that they may be Decreed to pay unto the Complainant the Sum
of Fifty three Pagodas Twenty Two Fanams forty Cash together with the
Costs Charges and Expences of this Suit

May it please this Honble Court that the said
Chinnatomby and Mootoo Comaraw to be Summoned and Enjoined by the
Writt of Subpœna issued out of his Majesty's Court of Judicature at Fort St. George Town of Madraspatnam and the Custom
House of Peramby to be and Appear before this Honble Court at a
Certain Time and Place to be by this Honble Court prefixed and Appointed for
that Purpose Make true Answer to the Bill of Complaint and
further to Stand to and Abide by Such Order and Decree therein
as to this Honble Court Shall Seem Meet

20th March 1780

This Bill Praying Process of Subpœna to Issue returnable the
Days of Appearance and the Court Holding
having Granted the Same to the Contents of the
Demand and that the Defendants Shall be Summoned to Answer
the Complainant Subpœna from the Secretaries
of this Court Dated Bearing Test this Day
Sign'd Sealed and Delivered in Court by
the Register of Records for the Year

Edwd Holt

Wm Sykes
Solr Complt

Dr Chinnatomby and Mootoo Comaraw in account Current with Nillatomby Moodly Cr

1776						1778					
July	17	To Amount of My Party of my Country which was Murdered by	150			Augt	11	By Cash Rec'd on Account			
1777						1779					
Augt	15	To Postage on the Sale of the Said Paddy	37	22	40	January	26	By Do. Do.	8		
						1780		By Do. Mallaimangaly	6		
						July	15	By Do. for Appidavit Do.	3		
								By Do. Do.	20		
										187	
		Pags.	187	22	40			By Ballance		50	22 40
									Pags.	187	22 40

Madras 19th March 1780

E E

Know all People to Whom these Presents Shall
Greeting Whereas Chinnatomby and Mootoo Comaraw of Madras
Inhabitants to Ballance of an Account bearing Date the 9th day
of March 1778 Stand Indebted to Nillatomby Moodelliar
of the Same place Dubash in the Sum of Fifty Pagodas Twenty
four and forty Cash Current Money of Madras NOW
KNOW YE that the Said Nillatomby Moodelly
for a Valuable Consideration to him in Hand paid by Aldane
Dawson of the Same place Inhabitant

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Addressing of these Presents the Complete Release of the the said Nellatamby
doth hereby Acknowledge to the said Nellatamby hath Assigned
Release and by these Presents doth Assign and Release unto the said
Allane Dumon the said Account Current and the one Moiety thereof
and Release Transfer Set and Assign and doth Make over to him
and all the right and Interest of him and to the same and every part
said Nellatamby Moodliar for the Consideration aforesaid hath
made Constituted and Appointed by these Presents doth make Constitute
and Appoint the said Allane Dumon his Executors Administrators
history and Assigns Attorney and Attorneys Irrevocable for him and in his Name
on the Name and Names of the Executor and Administrator to Assign
Release and Transfer unto and Assigns Dumon and Assigns of the
said Nellatamby Moodliar Assigns that Share Executor Administrator
before the Money due and to become on the said Account Current
or upon Payment thereof the said Allane Dumon his Share
Executors and Administrators to the said Executor the same and
on Payment thereof the Sum of the said Account Current and
Suffer the Name and Discharge thereof one or more Attorney
Attorneys under him to Constitute and in his Name the said Allane
Dumon or his Attorneys under him shall lawfully doing the Executor
the said Nellatamby Moodliar doth hereby Allane Dumon
and the said Nellatamby Moodliar doth Covenant with the
said Allane Dumon that the the said Nellatamby Moodliar
hath not hereto done nor will knowingly the Dumon

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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 allow and
Allow of all lawfull Proceedings for the Recovery thereof by the said
Allane Dumon Saving the said Nellatamby Moodliar
harmless of and from Any Costs that may happen to him thereby
In Witness Whereof the the said Nellatamby Moodliar
hath hereunto Set his hand and Seal at Madras the 19 Day
of March 1778

Nellatamby Moodliar (L.S.)

Signed Sealed and Delivered
In the Presence of
Venkatachellam
Canariah

A true Copy
John Sykes
Atty Compts

Mayor's Court at
Madraspatnam

Tuesday the 16th of May
Anno Domini 1780

(L.S.)

Mayor's Court

Present
Edwd. John Hollond Esqr. Mayor
George Proctor and Willm Webb
Aldermen

Between Nellatamby Moodliar
by his Atty Allane Dumon of Madras
Inhabitant Complainant and Thoma-
tomby and Mastr Thangaya of the
same place Inhabitant Defendants

It Appearing by the Records of this Court that the Usual Summons issued for the Defendant Nallathy Nallamah the Complainant Wife and that the Same Mayhudeo being duly Served Thereupon Hath fail'd to Return and Appear and Answer by Order and Decree of the Defendant Shall pay unto the Complainant the full and Just Sum of Twenty four Pags Eleven Fanams and Twenty Cash (Pags 24. 11. 20) Together with all Such Interest as may or Shall become due Thereon with all Such Payment made also all Costs of this Suit

To

To the Honble the Mayor

Court of Madras Patnam

Humbly Complaining Sheweth unto the Honble the Court your Orator John Whitaker a Servant of the English East India Company Resident at the Port of Negapatnam Now lying on Madras Road that Nowrator Nallamah alias Nallapah of Madras Dubash stands Indebted unto your Orator in the full and Just Sum of Three Thousand four hundred and Twenty Eight Pagodas forty Six Fanams and forty four Cash Current Money of Madras Making and Sterling Money of Great Britain at the Rate of Eight Shillings Pagoda the Sum of Nine hundred and Twenty two Pounds Two Shillings and

of a Bond or Obligation given and granted unto your Orator by the said Nowrator Nallamah alias Nallapah on the Twenty Seventh day of April in the Present year of Our Lord One Thousand Seven hundred and Seventy Eighth of May Next from the date Thereof a Copy whereof for Instruments thereto for the Satisfaction of this Honble Court to 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 Inquired Payment of the Sum of Three Thousand four Hundred and Twenty Eight Pags Thirty Three Fanams and forty four Cash

But now so it is May it Please this Honble Court the said Nowrator Nallamah alias Nallapah Obstinately and Contemptuously Refuses to pay the Same or to give your Orator Any Manner of Satisfaction touching the Premises Your Orator therefore prays a proper Relief Such as to this Honble Court Shall Appear Agreeable to Equity and good Conscience to the End therefore that the said Nowrator Nallamah alias Nallapah May upon his Corporal Oath full true and Direct Answer Make to all and Singular the Matters and Things herein before Set forth and Alledged Duefully 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 your Orator the aforesaid Sum of Three Thousand four hundred and Twenty Eight Pagodas Thirty Three Fanams and forty four Cash with all Shall hereafter become due Thereon also all Costs of this Suit

May it Please this Honble Court to Cause the the said Nowrator Nallamah alias Nallapah to be Summoned

And the Defendt Thomas personally to Land & appear before this
Court to be Examined time and from time to time by the Plaintiffs
and Defendt and also to Answer the Complainant Bill
of Complaint and further to Stand to and Abide by such Order
and Decree therein as to this Honble Court shall seem meet

H Dupuy
Atty Compt

Know all Men by these Presents that I Thomas
Nellanah alias Nellapah of Madras Dubash held and
firmly bound unto John White of the English East India
Company Ship the Earl of Oxford Now lying in Madras Road
in the Sum of Two Thousand and Eight Hundred and Fifty
Seven Pagodas forty three fanams and Ten Cash Current Money
of Madras to the Payment whereof well and truly to be made
to the said John White his Heirs Executors Administrators or
Assigns I do hereby bind my Self my Heirs Executors and Admrs
firmly by these Presents In Witness whereof I have hereunto
set my hand and Seal in Madras this Twenty third Day
of April in the Year of our Lord One Thousand Seven Hundred
and Eighty

Whereas the above bound Thomas Nellanah alias Nellapah hath
this day commenced and Entered of the above named John White the full and
Just Sum of Two Thousand four hundred and Twenty Eight Pagodas
forty three fanams and forty five Cash Pagodas forty three fanams
Pagodas on or before the Eighth Day of May next Together with Such
Interest as shall or may become due thereupon Now the Condition of
this Obligation is such that if the above bound Thomas Nellanah alias
Nellapah his Heirs Executors Administrators or Assigns shall well and truly
pay or cause to be paid unto the said John White his Heirs Executors
Administrators or Assigns the full and Just Sum of Two Thousand four
hundred and Twenty Eight Pagodas forty three fanams and forty five Cash
on the Eighth of May next Together with such Interest as shall or may become
due thereupon then this Obligation to be Void and of no Effect otherwise to
remain in full force and Virtue

Signed Sealed and Delivered
in the Presence of
H Dupuy
Atty Compt

A true Copy
H Dupuy
Atty Compt

Mayors Court at Madraspatnam

Tuesday the 9th Day of May
Anno Domini 1780

Present
Edwd John Holland Esqr Mayor
Cotton B. Dent and Edwd Saunders
Aldermen

Between Captain John White
of the English East India Company
Ship the Earl of Oxford Now lying
in Madras Road Complainant
and Thomas Nellanah alias

(1809)

The Defendant [illegible] the Bill of Complaint
[illegible] the Confederacy in the Bill mentioned
[illegible] Knowledge of the Confederacy and the Combination
[illegible] Bill of Complaint mentioned and Charged
[illegible] Defendant shall make to the Complainant the full and true
[illegible] Answer to the Interrogatories hereinafter
[illegible] Pray [illegible] Defendant may be hence
[illegible] with his reasonable Costs in this behalf
[illegible] all Costs of this Suit

J. Cliff

Sworn 7th July 1780

To the Honble the Judges of
the Court at Madraspatnam

Humbly Complaining Sheweth unto Your
Good Honours Your Orator Joseph Bayley of the City
Town of Madraspatnam Merchant That Cottoo Permaul of the
Place Inhabitant Hereinafter Named is Justly Indebted
unto Your Orator in the Sum of Nine Hundred Pagodas Current Money of
Aforesaid Being Principal Money Lent and Interest Thereon
Eight Per Centum for Every Pagoda for One Year Due by
Bond or Instrument in Writing Bearing Date the
by Copy of the Translation of a Mortgage Bond given and
Delivered unto Your Orator by the said Cottoo Permaul Bearing
Date the Twenty

(1810)

Said One Thousand Seven hundred and Twenty Nine and Copy of an Assignment hereunto Annexed for the Inspection of this Honble Court both which Your Orator Prays May be Admitted as part of his this Bill of Complaint and Whereas Your Orator hath frequently and in an Amicable Manner Requested the Payment of the said Sum of Nine hundred Pagodas from the said Cottoo Permaul

But now so it is May it Please this Honble Court the said Cottoo Permaul Obstinately and Wilfully Refuses to pay the same or to give Your Orator Any Manner of Satisfaction Touching the Premises Your Orator therefore prays a Genl Relief such as to this Honble Court Shall Appear Agreeable to Equity And good Conscience to the End Therefore that the said Cottoo Permaul 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 fully truly and Distinctly 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 Nine Hundred Pagodas together with all Such Interest as now is or Shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Cottoo Permaul 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 to be by this Honble Court prefixed and Appointed then and there to Answer the Premises Your Orator's Bill of Complaint and further to Stand to and abide by such Order

(4124)

Translation of a Mortgage Bond in favor Sangapah Chetty for Pags 1000 Dated 22nd October 1773.

Whereas Cottan Permaul of Madras Inhabitant owes by these Mortgage Bond to Sangapah Chetty the Sum to be Lay

Now Know Ye that I the said Cottan Permaul do Mortgage the Chetty use of him Heirs Executors and Assigns all that Piece of Ground with the Messuage thereon Situate Lying and being in the Madrass Aforesaid the said Messuage and Premises being the Said Repayment Mortgage Mortgaged by the said Cottan Permaul unto Sangapah Chetty by Virtue of a Certain Bond bearing Date on or about the Twenty Second day of October Instant and Executed by the said Cottan Permaul unto the said Sangapah Chetty for the Sum of Pags 1000 Star Pagodas Current Money of Madrass with Interest at the Rate of 12 P C. P Annum as by the said Bond and Condition thereof Reference being thereunto had may more fully and at large appear and Whereas default of the said Repayment hereby secured to be made on the Mayors Court and of the said Mortgaged Premises to the said Sangapah Chetty his Heirs Executors Administrators and Assigns by the Said Mortgage Bond and Condition thereof Now Know Ye that I the said Cottan Permaul for the better Securing unto the said Sangapah Chetty his Heirs Executors Administrators and Assigns the Due Repayment of the said Sum of Pags 1000 Star Pagodas with Interest for the same as aforesaid and Observance and Performance of all and every the Covenants Clauses and Agreements in the said Bond and Condition thereof Contained and on the part and behalf of the said Cottan Permaul to be Observed and Performed Have Granted Bargained Sold Aliened Enfeoffed Released and Confirmed and by these Presents Do Grant Bargain Sell Alien Enfeoff Release and Confirm unto the said Sangapah Chetty his Heirs Executors Administrators and Assigns All that the Said Messuage or Tenement and Premises Mortgaged by the said Bond and Condition thereof as aforesaid and all Houses Buildings Gardens Ways Waters Watercourses Profits Commodities Emoluments Hereditaments and Appurtenances whatsoever to the said Messuage or Premises belonging or in any wise appertaining and the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof and all the Estate Right Title Interest Use Trust Property Possession Claim and Demand whatsoever of him the said Cottan Permaul of in and to the same and every part thereof To have and to hold the said Messuage or Tenement and Premises hereby Granted or Mentioned or Intended so to be with their and every of their Appurtenances unto the said Sangapah Chetty his Heirs Executors Administrators and Assigns to the only proper Use and Behoof of him the said Sangapah Chetty his Heirs Executors Administrators and Assigns for ever Subject nevertheless to the Proviso or Condition of Redemption in the said Bond and Condition thereof Contained and on the part and behalf of the said Cottan Permaul his Heirs Executors Administrators and Assigns to be Observed and Performed And the said Cottan Permaul for himself his Heirs Executors and Administrators doth Covenant Promise and Grant to and with the said Sangapah Chetty his Heirs Executors Administrators and Assigns by these Presents in manner following that is to say That he the said Cottan Permaul his Heirs Executors Administrators and Assigns shall and will well and truly pay or cause to be paid unto the said Sangapah Chetty his Heirs Executors Administrators and Assigns the Sum of Pags 1000 Star Pagodas with Interest for the same as aforesaid at the Rate of 12 P C. P Annum as the same shall become due and payable by the said Bond and Condition thereof without any Deduction Defalcation or Abatement whatsoever And that in case default shall be made in the Payment of the said Sum of Pags 1000 Star Pagodas with Interest for the same as aforesaid at the Rate of 12 P C. P Annum or any part thereof contrary to the Proviso or Condition of Redemption in the said Bond and Condition thereof Contained and on the part and behalf of the said Cottan Permaul his Heirs Executors Administrators and Assigns to be Observed and Performed that then and from thenceforth it shall and may be Lawful to and for the said Sangapah Chetty his Heirs Executors Administrators and Assigns by Virtue of these Presents peaceably and quietly to Enter into and upon the said Messuage or Tenement and Premises hereby Granted or Mentioned or Intended so to be and every part thereof and to Receive and Take the Rents Issues and Profits thereof to his and their own Use and Benefit without the Let Suit Trouble Hindrance Interruption or Denial of him the said Cottan Permaul his Heirs Executors Administrators and Assigns or any other Person or Persons whatsoever Lawfully Claiming or to Claim by from or under him them or any of them And that free and Clear and Freely and Clearly Acquitted Exonerated and Discharged or otherwise by the said Cottan Permaul his Heirs Executors Administrators and Assigns well and sufficiently Saved Defended Kept Harmless and Indemnified of from and against all and every Person and Persons whatsoever Lawfully Claiming or to Claim the said Messuage or Tenement and Premises hereby Granted or Mentioned or Intended so to be or any part thereof by from or under him them or any of them And moreover that he the said Cottan Permaul his Heirs Executors Administrators and Assigns and all and every other Person and Persons whatsoever Lawfully Claiming or to Claim any Estate Right Title Interest Use Trust Property Possession Claim or Demand whatsoever of in or to the said Messuage or Tenement and Premises hereby Granted or Mentioned or Intended so to be or any part thereof by from or under him them or any of them shall and will from time to time and at all times hereafter upon the Request and at the Costs and Charges in the Law of the said Sangapah Chetty his Heirs Executors Administrators or Assigns make do and Execute or cause to be made done and Executed all such further and other Lawful and Reasonable Acts Deeds Conveyances and Assurances in the Law whatsoever for the more Effectually and Absolutely Granting Conveying and Assuring the said Messuage or Tenement and Premises hereby Granted or Mentioned or Intended so to be with their Appurtenances unto the said Sangapah Chetty his Heirs Executors Administrators and Assigns for ever as by the Counsel Learned in the Law of the said Sangapah Chetty his Heirs Executors Administrators or Assigns shall be Reasonably Devised or Required So as such further Assurances contain no other Warranty Covenant or Condition than such as are contained in these Presents In Witness whereof the said Cottan Permaul hath hereunto Signed his Name and Affixed his Seal the Day and Year first above Written

Signed Sealed & Delivered
in the Presence of
Witness to Signing

Cottan Permaul

Witness to Signing
in the Presence of
Interpreter

Signed
Cottan Permaul

Memorandum

This Translation as Near as can be from the Original in the Language by the Interpreter Sworn to

A Dalrymple

(4124)

Know all People to whom these Presents Shall Come Greeting Whereas Cottan Permaul of Madras Inhabitant owes by his Mortgage Bond bearing date the Twentieth day of October 1773 thereby bound Sangarahoram Rangapah Chetty in the Sum of 1000 Star Pagodas Current Money of Madras Condition to be paid on or before the 10 day of June 1774 With Interest at the Rate of 12 P C. P Annum as in and by the said Mortgage Bond and Condition thereof May Appear And Whereas the said Sangarahoram Rangapa Chetty to Sell the Mortgage premises by Order of the Mayors Court and pay himself Debt by the said Mortgage Bond and Condition thereof May Appear Now Know ye that the said Sangarahoram Rangapah Chetty for & in Consideration of the Sum of Pags 1000 Star Pagodas to him in hand paid by Fortune John Johnson of Madras Inhabitant at or before the Sealing and Delivery of these presents the Receipt whereof he the said Sangarahoram Chetty doth hereby Acknowledge he the said Sangarahoram Rangapah Chetty hath Assigned and Sold and by these Presents Doth Assign and Sell unto the said Fortune Johnson the said Mortgage Bond and the Money or Amount principal and Interest thereupon Due and Owing and which May become due thereon all his Right and Interest of in and to the same and every part thereof and the said Sangarahoram Rangapah Chetty for the Consideration aforesaid hath made Constituted and Appointed the said Fortune Johnson his Executors and Administrators his true and lawful Attorney and Attorneys Irrevocable for him and in his Name and in the Name of his Executors and Administrators but for the sole and proper use and benefit of the said Fortune Johnson his Executors and Administrators and

(463)

(212) (464)

Mayors Court at
Madrasapatnam

Tuesday the 9th Day of May
Anno Domini 1720

Present
Edwd. John Holland Esqr. Mayor
Cotton B. Dent and Edwd. Saunders
Aldermen
Between Lunsapoorum Ran-
gapah Chetty by his Attr. Sotsoma Sohoron
of Madras Inhabitant Complainant
and Cutton Pennant of the same place
Inhabitant Defendt.

The Defendants being in Court and Acknowledging
the Justice of the Complainants Demand This Court doth
therefore think fit to Order and Decree and doth Accordingly Order
and Decree that the Defendants Shall pay unto the Complainants
the sd. Sum of Nine hundred Pagodas Pags. 900 = = of
together with all Such Interest as now is or Shall hereafter become due
thereon until full Payment be made also all Costs of this Suit

J. Clive

(463)

Madras Sohoron the Son of Lunsapoorum Rangapah Chetty
Inhabitant of Madras Complainant

Cutton Pennant of the same place Inhabitant Defendant

The Complainant in this Cause Exhibiting his Bill of Complaint
against the Defendant Setting forth that the Defendant on the 28th
Day of April 1718 Executed a Mortgage Bond unto the Complainant
Dated the Day and Year aforesaid Whereby he the Defendant
Obliged himself his Heirs Executors and Administrators to Pay
unto the Complainant or his Assigns the Sum of Nine hundred
Pagodas on the 28th Day of April 1719 with Interest for the
same at the Rate of Twelve per Cent per Annum Which Interest
the Defendant Covenanted to Pay Annually and every Year
during the Continuance of the said Mortgage Bond and for
Payment thereof he the said Defendant Cutton Pennant
Mortgaged to the Complainant a House and Ground Situate
and being in Madras Black Town Bounded on the East by the
House of Mr. Thomas Pitt on the West by the House of
Mr. Thomas Pitt on the North by the House of Mr. Thomas
Pitt and on the South by the House of Mr. Thomas Pitt
as by the said Mortgage Bond and Condition thereof Reference
being had may more at large appear And the Complainant
further Sets forth that the Defendant hath not Paid the
Principal Money due on the said Mortgage Bond nor any
part thereof nor the Interest for the same Wherefore the
Complainant Prays that the Defendant may be Decreed to
Pay unto the Complainant the Principal Money due on the
said Mortgage Bond and all Interest that is or shall become
due for the same and all Costs of Suit

Signed Sealed and Delivered
In the Presence of

Mem. Copy

Sd Depony
Sd Sum of 15

(A15)

To the Hondle the Mayor & Court at Madraspatnam

Rumley Complaineing

Court your Orator Abdull Rajem shall Report by his Bill Unto and Sayth that the Defendant Abdull Rajem of the Same place Inhabitant is Indebted unto your Orator in the full and Just Sum of four hundred thirty Nine Pagodas Twenty four fanams and Eight Cash of Madras Madras Rating in Sterling Money of great Britain at the Rate of Eight Shillings per Pagoda the Sum of Pounds and Seventy four Pounds Sixteen Shillings or thereabouts as appears by Bond Dated Sarga Ofpaid unto the Defendant for the Defraying of the Charges of Suit Commenced by your Orator Most humbly Prays Process of Law may be Awarded against the said Orator Bill of Complaint and your Orator further Shews unto this Honble Court that he hath frequently and in a friendly Manner Demanded the Payment of the Said Sum of four hundred thirty Nine Pagodas Twenty four fanams and Eight Cash

But now so it is, Sayd Abdull Rajem that the Defendant Abdull Rajem not regarding Justice but Cunningly Intending how to defraud your Orator of the Same pretends Sending the said Court Shall Affording unable to Equity and your Orator Cannot Therefore that the Said Abdull Rajem may for the Said full true and perfect Answer

(A16)

fully truely perfectually 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 the aforesaid Sum of four hundred and thirty Nine Pagodas Twenty four fanams and Eight Cash together with all Such Interest as aforesaid or Shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Abdull Rajem to be Summoned and Arrested by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before 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

Geo: Jr Hoifgaard
Att'y Compt

8 Oct 1778

This Bill was Shewn to Me between the Days of Adjournment and the Compt Att'y having Sworn to the Justness of the Demand & that he hath Reason to believe the Defendant will depart from the Jurisdiction of this Court by hearing of Bill & Ag't him therefore let Summons be Issued thereon immediately and Warrant of Arrest

James Call
mayor

(1145)

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court your Orator Abdull Rajeem of the Town of Pulicat Merchant
Inhabitant that Abdull Rajeem of the Town of Pulicat aforesaid
stands Indebted unto your Orator in the full and Just Sum of four hundred
thirty three Pagodas Twenty four fanams and Eight Cash Current Coin
of Madras Madras Rupees Sicca Rupees Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum of Pounds
and Twenty four Pounds Sixteen Shillings & Sixpence Sterling

Now if it Shall please this Honble Court to Cause the said Abdull Rajeem
to be Summoned to Appear by an Honble Court and Attorney
to answer the Premises for the Satisfaction of the Debt & Costs due to
your Orator May it please your Honble Court to Grant Subpoena
out of this your Orators Bill of Complaint to your Orator further
Shewth unto this Honble Court that he hath frequently and
demanded Manner Especially the Payment of the said Sum of four
hundred thirty three Pagodas Twenty four fanams and Eight Cash

But notwithstanding the said Abdull Rajeem well knowing the Premises
but Craftily and Subtilly Intending how to Defraud your Orator
of his aforesaid Debt & Costs doth refuse to pay the same
Contrary to Justice & Equity & Good Conscience
In Consideration whereof & forasmuch as your Orator is remediless
in the Premises at Law & hath no Relief but only in this Honble
Court where Matters of this Nature are properly Cognizable
& Relievable Therefore that the said Abdull Rajeem may
(if he can) show why your Orator should not have the Relief
by this Honble Court Prayed & may be Decreed

(1146)

fully truly & perfectually 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 the aforesaid Sum of four hundred and thirty three
Pagodas Twenty four fanams and Eight Cash Together with all Such
Interest as since is or Shall hereafter become due thereon also all
Costs of this Suit

May it Please the Honble Court to Cause the said
Abdull Rajeem to be Summoned and Attached by the Sheriff of Fort
Saint George Town of Madraspatnam and the Districts thereof Personally
to be and Appear before this Honble Court prefixed and Appointed then
and there to Answer this your Orators Bill of Complaint and further
to Stand to and Abide by Such Order and Decree thereon as to this
Honble Court Shall Seem Meet

Geo: W Hoisgaard
Attys Compt

8 Oct 1778

This Bill was Shewn to Mr Isbrisson
the Days of Adjournment and the Compts
Attys having Sworn to the Justness of the
Demand & that he hath Reason to believe
the Defendant will depart from the
Jurisdiction of this Court by hearing Bill
filed &c. I do therefore let Summons
& Attachment immediately and Warrant of Arrest
Issue thereon

James Call
Mayor

(214)

Current With Abdull Rozack Cr.

1777 Dec.	20	By Wages due to You & a Boy for 23½ Months at 4 Dollars pr Month	103	16	64
		By Ballance due Lojea for Elephant Teeth	100	"	"
		By Advances made by You for my Account	57	35	
			261	9	64

(215)

Dr. Abdull Hajeem in Account

1777 Dec.	20	To the following Sums Charged in your Account Current Debtd this Day which I am willing to Allow & Place to My Credit &c.			
		Cash paid to Sundries	26	"	
		Cash paid to Sabat	2	24	
		Do. paid Thomas Hunt	2	"	
		Do. paid to Mr. Samuel Fisher Jnr.	1	"	
		Do. paid Allegree to Journey Debtd	32	24	
		Do. paid for Sundry Articles	4	8	
		Ballance by your Acct. Current pr. Contra	125	4	
			166	24	
		To the Following Sums for which I am to Credit your Account Current &c.			
		To Ballance of your Acct. Current pr. Contra	166	24	
		Your Account Current with Ivory			
		Dr.			
		To Ivory			
		No. 1 to 3 Ivory	170		
		Deficiency	6		
			176		
		No. 4 to 7 Ivory	106		
		No. 8 to 10 Ivory	30		
		No. 11 & 12 Ivory	14		
			150	24	
		No. 13 to 15 Ivory	130		
		No. 16 & 17 Ivory	13		
		No. 18 Ivory	3		
		No. 19 Ivory	10		
			156	24	
		No. 20 to 23 Ivory	125		
		Deficiency	3		
			128		

(122)

Dr. Abdull Kajeem in Account

(122)

Cr. Contra With Abdull Rozack

1778		Brought Over Pagodas	201	9	64
Octr	5	By Interest on Rs 201. 9. 64 from 20 Decr 1777 to this Day 1 yr 9 mo 15 D @ 12 p Cent p Annum	9	4	69
		By Ballance Due	439	25	8
			Pas	650	39 61

George 5th October 1778

Excepted

Jr

. Will. Ogilvie to Become Due Security Will Compliant
Abdull Rozack Esqr of Chepauk Resident Stands Indebted Unto
Complainant Resident on the Coast of Coromandel Esqr Upon
for Payment of Eight Pagodas Being the Balance of an Account
bygone Date Which Sum Unknown Unto the Said Abdull Rozack
Defendant Considered an Unknown Sum Easily Ascertained by
the Said Complainant Repeatedly Applied for the Same Which
Payment the Said Abdull Rozack Refused Complainant Having
Just Cause to Suspect the Said Abdull Rozack Intended to
Abscond Complainant Therefore Prays Writ of Capias Issue
Against the Said Abdull Rozack Commanding Him to Be and
Appear Before This Honble Court on the Second Return Day
of This Present Term to Answer the Premises and to Abide
by and Perform Such Order Decree or Decretal Order as to
This Honble Court Shall Seem Meet and Your Orator Shall
Ever Pray &c

(1827)

Rozack doth Covenant with the Said Agostinho de Cruz that the Said Abdull
Rozack doth Covenant with the Said Agostinho de Cruz that the Said Abdull
Rozack hath Not Received Nor will Receive the Said Money due or to
become due on the Said Account Current Neither Shall or will Release
or Discharge the Same or any part thereof but will own and allow all
Lawfull Proceedings for the Recovery thereof by the Said Agostinho de Cruz
Saving the Said Abdull Rozack harmless of and from any Costs that
May happen to Accrue thereby In Witness whereof the Said Abdull
Rozack hath hereunto Set his Hand and Seal in Madras this 5th Day
of October 1778

Witness

. The Answer of Abdul
Rozack to the Bill of Complaint of Abdul Rozack
by his Attorney Agostinho de Cruz

. This Defendant now and at all times hereafter Saving
and Reserving to himself all and all manner of Benefit and Advantage
of Exception to the Many Errors Incertainties Insufficiencies and Im-
perfections in the Said Bill of Complaint Contained for Answer
thereunto or unto so much thereof as he Advised doth Materially
Concern him to make Answer unto he this Defendant Answereth
and Saith that he Absolutely denies to Know Each and Every the said Complts
in manner as the Same is charged in the Said Bill of Complt
Without that any Matter and things this Defendant is Subject and
Willing to Satisfy Maintain and Prove in the Said

Shall Grant and hereby Require the Sheriff of the Town Defendant to be
taken and Charged in the Usual Manner by Attachment

Esq.

Mr. General Replication

Regard to the Bill of Complaint and Craves Leave to Refer
to all and Singular the Same as fully as if
This Replication were and shall Have been Inserted
and Incorporated Herewith at Large and Prays the Benefit
of Confession of the Many Errors and Insufficiencies and Defects
in the Said Defendants Answer Contained for Replication
Saith that the Bill of Complaint and all Singular the Matters
things therein Contained and Charged Are True and Certain
to his Own Knowledge and Remembrance in the Same and
every Part Thereof Ready and Willing and Doth Pray that the Said Answer
the Said Defendant May Again Answer and Affirm

Wm Wilkes Solicitor and Charges that
is Ingrossed Willing to Maintain and Prove and Hereby
Charges as Ordered by the Said Bill of Complaint to be
Wholly True

Geo H Hall
Wm Wilkes

Mayor's Court at
Madrasapatnam

Tuesday the 4th Day of May
Anno Domini 1780

L.S.

Present
Edwd Saxon Holland Esqr Mayor
Colln Ch Dent and Edwd Saunders
Aldermen

Between Abdulla Rozark Sybie
Attorney Appointed by Coja of Madras
Inhabitant Complainant and Abdulla
Inhabitant Same Place Inhabitant
Defendant

This Cause Coming on to be Heard and Debated Thereby
in the Presence of the Attorneys on both Sides on Reading the Complainants
Bill Bill on Account Current and an Assignment Annexed the Defendants General
Answer the General Replication and Hearing the Pleadings made Thereby
the Bill Exhibited and Evidence Produced thereon this Court doth Hereby
Order and Decree doth Accordingly Order and Decree that the Defendant
Shall pay unto the Complainant the Sum of Four hundred
and Sixty Nine Pagodas Twenty four Fanams and Eight Blacks (469.24.8)
25 8 Together with all such Interest as may or Shall hereafter
become due thereon until Full Payment be made and all Costs of this
Suit

E.S.

J. Hall

Filed 1st June 1780

To the Honble the Mayor
Court &c. Madraspatnam

Humbly Complaining Shewth Unto Your Honble Worships
Court Upon Oath &c Thomas Nabob Gentleman by Profession
of Fort Saint George Inhabitant of Madraspatnam Aforesaid Planter
Executor and Trustee Named in the Last Will & Testament
and Effects of Leonard Chitty Gentleman Deceased late of
Pursuant to the Orders of this Honble Court Hereto Annexed
unto Your Worships the following Bill of Complaint
Leonard Chitty Gentleman Deceased late of Madraspatnam
at the Rate of Eight Shillings per Pagoda the Sum of Three
Six hundred Pounds sterling and Interest Upon the Same
of Pagodas Eighteen and Fifty of the Specialties or Bonds
Executed and Delivered unto the said Leonard Chitty
and Interest Thereupon Amounting for the Principal
Hath not hitherto Paid by your Orator for the Same
Notwithstanding Frequently and Importunately
the Payment of the Said Sum of Three hundred Pagodas

But now Ardas and Evil Minded
Gentleman Intending and Contriving
to Pay the Same unto your Orator
Pretending the Premises to be
to this Honble Court Hereto Annexed

And James Call 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 Distinctly and Effectually to all Intents and purposes as if
the Same were here again Repeated and particularly Interrogated and that the
May be Decreed to pay unto Your Orator the aforesaid Sum of Three
Thousand Star Pagodas Out of the Estate of the Said Leonard Chitty Gentleman
with Reasonable all Such Interest as accrues or shall hereafter become
due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said
William Sydenham and James Call 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 and Put in Perfect Answer unto the Premises
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

Bopham
Atty for Compt

June 1780

This Bill was Sworn to the Day Between
the Days of Adjournment of Sub Summons
for the Returnable Next Court Day

Edw John Holland
Mayor

The Answer of William Lyttleham and James Cull Administrators to the Estate and Effects of Cavana Chitty Krishnamah Naick Defendants to the Bill of Complaint of Captain Robert Fellowes by his Attorney Robert Smith Esqr Complainant

These Defendants now and at all times hereafter saving and reserving to themselves all and all Manner of Benefit and Advantage of Exception to the many Errors Insufficiency and Imperfections in the said Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as they these Defendants are Advised Materially Concerns them or which it is Necessary they should make Answer unto they these Defendants Answer and say they Admit that they have Administred to the Estate and Effects of the said Cavana Chitty Krishnamah Naick Deceased and also admit that it may be true that the Original Bond or Obligation a Copy of the Translation whereof is added or Annexed to the Complainants said Bill of Complaint and also mentioned Mortgage a Copy of the Translation whereof is also Annexed to the said Complainants said Bill of Complaint may have been Executed by And delivered and given by the said Cavana Chitty Krishnamah Naick in his Life time and that he may have Signed and as his Act and deed Delivered the same for the purposes therein respectively Mentioned But these Defendants humbly Submit that full proof shall have been Made to the Satisfaction of this Honble Court of the Executions of the said Bond and Mortgage whether they are regularly or fraudulently charging the Complainants Demand upon the Estate of the said Cavana Chitty Krishnamah Naick

All which Matters and things these Defendants are Ready or willing to come Justify Maintain and prove as this Honble Court Shall Order and direct and therefore humbly pray to be hence dismissed with their Reasonable Costs and Charges in their behalf most wrongfully Sustained

(1228)

The Replication of Captain Robert Lindsay Robertson & the Complainant Robert Smith Bird

Defendants

This Replicant

(1229)

Craves as in and by his said Bill he this Replicant hath already Prayed

Popham

Atty for Repltt

2d July 1790

The Rejoinder of William Sydenham and James Coll Administrator to the Estate and Effects of Cossoma Chitty Krishnama Naick Defendants to the Replication of Captain Robert Lindsay by his Atty Robert Smith Bird Complainants

This Defendants Commanded to all Manner wherein &c

Saving and reserving unto themselves all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the said Replication Contained for Rejoinder thereunto Say that they Defendants still Abide by Maintain and Aprove their Answer to be 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 uncertain insufficient in the Law and for further Rejoinder to the said Replication they Defendants Say that they the Defendants as Administrators to the Estate and Effects of the said Cossomah Chitty Krishnama Naick Deceased have no further or other Objection to the Replts Demand on them as Admors as aforesaid or to the Discharge thereof than what they the Defendts have Already in their Answer Set forth and that upon the said Replts Duly proving such Securities as Secure his Demand upon them the Defendants as Administrators as aforesaid to the Satisfaction of this Honble Court they the Defendants will as Administrators as aforesaid and as being by such Proceedings properly Satisfied as Aforesaid Discharge such Sum as is Secured by such Security as may be

Deligent to the Interrogatories on the Part & behalf of the Said Complainant

William Rutherford Esqr Solicitor for the Said Complainant

The Rt Honble Sir Thomas Sydenham Knight & Chancellor

Interrogatories to be Administered on the Part & behalf of the Said Complainant Cassamah Chetty Krishnamah Naick Plaintiff against Captain Robert Gilchrist Defendant

1st Doth it not appear to you that the Said Complainant and Defendant in the Said Interrogatories named are Natives of the Coast of Coromandel

2 Look at the Paper Writing Now Shewn to you at this Examination Marked A and purporting to be a Bond from Cassamah Chetty Krishnamah Naick to Captain Robert Gilchrist Defendant for the Sum of Pagodas Ten Thousand Dated the Twenty Second day of December 1788 Do you Know the Said Cassamah Chetty Krishnamah Naick and is the Name Cassamah Chetty Krishnamah Naick Subscribed to the Said Bond in his own Proper Name and Hand Writing Do you Know the Said Defendant Captain Robert Gilchrist and is the Name Robert Gilchrist Subscribed to the Said Bond in his own Proper Name and Hand Writing

3 Look at the Paper Writing Now Likewise produced and Shewn to you at this Examination Marked B and purporting to be a Mortgage Bond or Security from the Said Cassamah Chetty Krishnamah Naick to Captain Robert Gilchrist Defendant Named in the Title of this Interrogatories was or was Not Such Mortgage Bond in the words and figures thereof mentioned for the Purposes therein Expressed Sealed and Executed and in your presence and at the time the Same bears date whether or not Executed by the Said Cassamah Chetty Krishnamah Naick If so are or is Not the Name Cassamah Chetty Krishnamah Naick in Manner and form as the Same his Hand Subscribed to Such Mortgage Bond of the Proper Name and hand Writing of the Said Cassamah Chetty Krishnamah Naick and are or are Not the Names Sangamah and Sittacamah as respectively Sealed and Subscribing Witnesses to the Execution thereof If so are or is Not the Said

(1135)

(222)

(224)

Anno Domini 1780

Welsh
Coram

Mayors Courtat
Madraspatnam

Between Captain Robert Lyttleton by
his Attorney Robert Smith Esqr Complainant
and William Lydenham and James Call Executors
Trustees to the Estate and Effects of Cavaree Chitty
Krishnamah Merick Deceased Defendants
On the Part of the Complainant

Deposition of Witness produced taken in this Cause by and before the Examiner in this
Court as follows viz.

Sanjeevah of Madras Gentoo aged 30 years or thereabouts being produced & sworn
in this Cause on the part of the Complainant maketh Oath on the 4th day of July 1780 Signed Sealed at the Office of
Mr John Kinnersley one of his Majesty's Attorneys for the Defendant by Commission by Leonard Ambrose
Esqr Commissioner &c. Deputy Agent & Advocate &c. & Interpreted unto him a Note of the Name Title and Place of Abode of the said Deponent and of the Cause
for which day being known and Examined deposeth as follows viz.

To the first Interrogatory this Deponent saith that he does not know the
Complainant Captain Robert Lyttleton in the Cause but he doth know William
Lydenham one of the Defendants in this Cause and that he hath for known him
Time out of Mind for years last Indeed Not known James Call the other Defendant
and more saith Not to this Interrogatories

To the second Interrogatory this Deponent saith that the Paper Writing
Now Produced and Shewn to him at this the time of his Examination Marked
A and purporting to be a Bond Executed by Cavaree Chitty Krishnamah
Merick late of Madras Deceased in the Life time was Signed Sealed
and as his Act and Deed by the said Deponent

(223)

(336)

Mayors Court at Madraspatnam

Between Captain Gibbes by his Attorney Robert Smith Brot Complainant and Wm Lyttelton and James Call Administrators to the Estate and Effects of Cavanah Chitty Retnama Naick Deceased Defendants

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

Mettah Ramyah of Madras Coniseply Aged 25 Years or thereabouts being Produced as Witness on this Cause on the Part of the Complainant was on the 11th day of July 1780 Sworn and Examined at the Office of Mr John Roxworthy upon a Cross for the Defendants by and upon his Oath My Servant has also left him a Note of the Name Title and place of abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith doth he doth know the Complainant Captain Robert Gibbes in this Cause and that he doth so know him for 6 Months or thereabouts and that he doth he doth also know the Defendants William Lyttelton and James Call in this Cause and doth he doth so know them for Months or thereabouts and answers saith Nothing to this Interrogatory

To the second Interrogatory this deponent saith that the Paper Writing Now produced and Shown to him at this the time of this Examination Marked A and purporting to be a Bond executed by Cavanah Chitty Retnamah Naick of Madras Dubash on his Oath time was Signed Sealed and as his Act and deed duly executed by him for the

(287)

(234)

(288)

Mayor's Court at Madraspatnam

Tuesday the 25 Day of July Anno Domini 1780

L.S.

Present

Edwd. John Holland Esqr. Mayor

Edwd Garrow and Willm Webb

Aldermen

Between Captain Robert Smith Brad of Foot Guard George Esquire Complainant and William Sydenham Mayor in the Honble Company Service and James Call of the same Place Esquire Defendant

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill with a Bond and a Mortgage Bond Annexed. The Defendants Answer Re-Replication the Depositions The Interrogatories and Depositions on the part of the Complainant with the Two Papers Marked B Annexed and on Hearing the Pleadings Made Use of by the Attorneys on the Consideration had thereon This Court doth think fit to Order and Decree and do the Accordingly Order and Decree that the Defendants Shall pay unto Complainant Out of the Estate and Effects of Lieutt Chitty Hutton at Ninth Deceased the Sum and Just Sum of Nine Thousand Star Pagodas Pags 9000 — Together with all Such Interest as may be or Shall become

Court
Mayor

(1334)

To the Honble the Judges of the Court at Madrass

Humbly Complaining Sheweth unto your Honble Court your Orator James Pitt Esqr Deputy Secretary of Fort St George and Clerk of the Crown for the Honble United Company of Merchants of England trading to the East Indies and Petitioner to your Honble Court for the Recovery of the Debts due to the said United Company and Petitioner as Clerk of the Crown aforesaid and also for the Recovery of the Debts due to the Estate of Eyre Coote Esqr deceased and Petitioner as Executor of the last Will and Testament of the said

Bag 20000
10000

Know All Men by these Presents that I John Readhead of Fort Saint George Esqr am held and firmly bound unto Gonardina Dass Vengu Dass of Madras Sawcar in the Penal Sum of Twenty Thousand Star Pagodas to the Payment Whereof well and truly to be made to the said Gonardina Dass Vengu Dass his heirs Executors Administrators firmly by these Presents In Witness whereof I have hereunto Set My hand and Seal in Madras Eighth day of January in the Year One Thousand Seven hundred Seventy Eight.

Whereas the Above bound John Readhead hath Borrowed and Received of the Above named Gonardina Dass Vengu Dass the full and Just Sum of Ten Thousand Star Pagodas to Run at Interest at the Rate of Eight Percent Per Annum Now the Condition of this Obligation is Such that if the Above bound John Readhead his heirs Executors Administrators or Assigns Shall well and truly pay or Cause to be paid unto the said Gonardina Dass Vengu Dass his heirs Executors Administrators or Assigns the full and Just Sum of Ten Thousand Star Pagodas together with Such Interest as Shall or may become due thereupon then this Obligation to be Void and of no Effect other Wise to Continue in full force and Virtue

Signed Sealed and Delivered
in the Presence of

John Readhead

A true Copy

W Richardson
Attorney

(423)

Filed the 10th March 1779

In the Honble the Mayor Court. Madraspatam

The Answer of Thos Bowdler Pratt one of the Executors named in the Will & Testament of John Pratt Deceased to the Bill of Complaint of Vyapooramah Rajah & Others Complts

These Defendants Saving & reserving to themselves all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections Contained in the said Bill of Complaint for Answer thereunto or unto so much thereof as they are advised is Material for these Defendants to Make Answer unto they Answering say that they believe that the said John Pratt in his Life time as in the Bill of Complaint is Alledged Entered into Bond to the Complts for the Sum of Five Thousand Seven hundred and forty Pagodas but these Defendants say that the said John Pratt did not Enter into the said Bond in the Manner as in the said Bill of Complaint is Alledged for these Defendants say that the said John Pratt was Employed by the Complts to Negotiate a Settlement of Cast Land Sought to be Recovered by the Complts of the Heirs of the Late Nawaub of Arcot and the said John Pratt for the Purpose of Negotiating the said Settlement Entered into Bond to the Complts in the Sum of Five Thousand Seven hundred and forty Pagodas but these Defendants say that the said Bond was Executed by the said John Pratt for the Purpose of Negotiating the said Settlement and for no other Purpose whatsoever and these Defendants say that the said John Pratt Died before the Said Settlement was Completed and these Defendants say that the said Bond was Executed by the said John Pratt upon the Express Condition that in Case the said Settlement was not Completed that the said Bond should be Void and of no Effect and these Defendants say that the said Settlement was not Completed in the Life time of the said John Pratt

(445)

(228)

(445)

to pay to Capt.n Lysaght and then the Duedate of the Principal is 7160 Pagodas
with 200 Pagodas Interest thereon Make the sum sum of 7360 Pagodas
which is exchanged in Bengalee at the Rate of 356 Rupees for 100 makes Rupees
27691. 8 an for which Amount I have got and give him Credit by
My Brother Will.m Lysaght to the Ballance or Duedate of 7201. 8. 0 doth
Agree to exchange as follows I will pay the Sum of Rupees 22000 when
I am about to Return from Madras to my Country and for the rest or
Residue 5000 Rupees I will Transmit you Jamaica Bills of Exchange
one or after my Arrival in my Country when I will send for my Second this
Same document is made void by my Spontanious Consent

Signed
Muyah Nagah Settivarra Aruza Bahadur
Marria Settiangar Interp.r

A true Translation as near as can be from the Gentoo Language by
Seeharaja Interpreter

A true Copy
Bosham

Receipt Dated 13 May.r 1778

I Vyayavarra Nayah Degree this Receipt to John Braithwaite Esq.r for that
of Money Borrowed from my Grandfather Jayanada Nayah to the Amount
of Ten thousand Pagodas Bond given to Hope Hope Groves Bandadop
for the Said Sum of Dated 12 June of the Said Bond by Capt.n
Lysaght as follows

June 28th Received ..... 1000 .. ..
July 30th Received ..... 1560 .. ..
August 15 Received by me 7360 .. ..
Total Rec.d Pag.s 10000 .. ..

The Bond given to Hope Hope Groves Bandadop

(227)

Filed 17 Aug 1778

In the Honble the Judges
Circuit Court Virginia

The Replication of [illegible] Defendant
to the Plea of Limitations by the Defendant to the Bill of
Complaint of [illegible] Complainant

Defendant

This Repliant Saving & Reserving unto himself all
Manner of Benefit & Advantage of Exception
Insufficiency in the Defendants said Plea for Replication
thereunto saith that the Complainant his Bill
by reason of any Thing in the Defendants said Plea
to Say, but that the Complainant his Bill aforesaid
by reason of any Thing in the said Plea alledged
ought to be answered unto by the Defendant And
this Repliant doth aver that the Complainant
his Bill aforesaid is good & sufficient in the Law
to maintain his Action against the Defendant
for the Discovery & Relief thereby prayed
And that the Defendant hath not in his said Plea
answered all & singular the Matters whereof
the Complainant hath by his said Bill
Discovery from the Defendant
Wherefore & for divers other Errors
Defects & Insufficiencies in the said Plea
appearing the Complainant prays as in
his said Bill

(228)

(44)

Same On Account of Said Answer And Indemnity Reasoning the Replicant saith
Not be grounded in Law or Equity and therefore This Replicant humbly Insists that
the said Pretenses in manner Contain this Replicant Now Can they at all in Such
his Title To the Ballance Claimed by his said Bill of Complaint and the Bond
And the Account Current & Vouchers therein to Answer Not having
Directly or Indirectly Done Any One Act to Shew his Assent to or Acknowledge
of the Said Answer or Indemnity of the Matters and Things therein
Contained

All Which Matters and Things this Replicant Ready Is
And Maintains to be True and therefore prays Advice and by his Said Bill of
Complaint he hath Already Prayed

W. Richardson
Solr Complt

The Rejoinder of William Peter and Thomas
Bradie Defendants to the Replication of Jonathan
Hopkinson Esqr by their Attorney Thomson Complainant

These Defendants Now and at all times hereafter Saving &
Reserving to themselves all Manner of Benefit And Advantage of Exception to
the Insufficiency and Uncertainty of the said Replication for Rejoinder Saith that
these Defendants said Answer is true Certain and Sufficient in the Law to be Replied
unto and Saith as in and by their said Answer they Hath Already Saith Saith
and will Now Maintain all and every thing and things therein to be True and Certain
in Such Manner as therein is Alledged and Expressed And these Defendants
also Saith that the Replication of the said Complainant is Uncertain and Insufficient
in the Law to be Rejoined unto by these Defendants for Divers Reasons

at Madras upon Thursday Forenoon the Eighteenth Day of
December 1800 Between Thomas Read Plaintiff and
William Pearce and Alexander Reid Executors of the
Executors of John Read Deceased Defendants
On the Part and Behalf of the Complainant

To be exd Defts and Ninian Chitty } 1st Do you know the Parties Complainant and Defendant
in the Title of these Interrogatories Name or either or any of them
If you how long have you so known them or either or any of them
Declare and did you know the said John Read in his Life time If you
how long before his Death did you know him and when did he Die

To Ditto 2d Do you know of any and what Sum or Sums of Money Value or
Worth Lent and paid by the said Complainant or by any Person or Persons
by his Order or on his Account to the said John Read dead in his Life time
or since or to any other Person or Persons to for his use or the Consideration
for entering into and executing any or what Bond or Bonds or other
or what Security or Securities to the said Complainant If you
do know the same to or about what and how many Sums and when
how and in what manner and upon what Account or Reckoning
Concerning the Money due or the Consideration for which the said Bond
or Bonds was or were given the whole of these Matters According to the
best of your Knowledge Remembrance and Belief Together with the
Reasons of such your Belief fully and particularly Interrogated

To Ditto 3d Do you know of any other Matters or Things or have you heard or can
you set forth any thing touching the Matter in Question in this Cause
that may tend to the Benefit and Advantage of the said Complainant
besides what you have been before Interrogated unto If you Declare
the same fully at large as you had been Examined particularly & Interrogated

(25)

Mayors Court at Madraspatnam

Between [illegible] Complainant
[illegible] Defendant

Depositions taken in the Cause

Coram [illegible]

[illegible] the Complainant

[illegible] the Defendant

[illegible] the Interrogatories

[illegible]

(52)

And that the Same was but Rupees paid to the hands of this Deponents Cousin brance about 20 or 21 Months Ago and this Deponents has heard Ana Annachellum Chetty Report to the Complainant in this Cause this Answer was that the said John Read had ordered to his Munshee he has been sent by the said Complainant to Demand Payment from the said John Read had orderd him Some times that he would discharge the said Complainants demand in 10 Days and at Other he has said that he would pay it in 3 or 4 Days and more Saith Not to this or the last Interrogatory

Coll Wm Zachary Deponent

Wm Webb
Examinr

Mayors Court at Madraspatnam

Between [illegible] Complainant and William Thomas Bond Alexander Braddyll two of the Executors of John Read head Deceased Defendants

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by Commission before the Commissioners in this Cause following viz

Annachellum Chetty of Madras Merchant Aged 50 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 26 Day of February 1730 Sworn & Examined at the Office of Mr Stephen Popham one of his Majestys Attorneys for the Defendant by Candapah Mey Swami Interpreter & Sworn a Witness & Interpreter of the Words of the said Deponent and afterwards on the same day & in the same place aforesaid in the Presence of the said Interpreter being Sworn and Examined Deposeth as follows viz

To the First Interrogatory This Deponent Saith that he doth the said knows the Complainant Shamachetty in the Cause and that he hath so known him 20 Years or thereabouts and that he doth he doth also know the Defendants William Peters and Alexander Braddyll in this Cause and that he hath so known them about

(55)

Rowe Rouch &c Complainant William Tabor
and Alexander Brodie Executors of John
Read Deced Executor Defendants

On the Part and behalf of the Above Named Defts

To Interrogatory 1st Do you know the Parties Complt Executors and Defendants in the
Title of this Interrogatories Named or either and which of them and for
how long have you known either and which of them Depon

To Ditto 2 Did or did not the said John Read Deced on the beginning of June
1778 and Any Other and what time Bill Upon Page Sagenard Monzy to Pay
the Sum of Ten Thousand Pagodas or any other and what Sum on Acct
of the said John Read Deced or any other and what Account Did you
or did you Not in consequence Sue Sagenard Monzy and Ask for the said
Sum of Ten Thousand Pagodas Did the said Sagenard Monzy or did he
not Bill Upon that he respectively Pay from the said John Read Deced
for the Same in the Name of Gowindana Dossa or any other and what
Name Did you or did Upon Not in Consequence thereof get the said John
Read Deced to Execute a Bond payable to the said Gowindana Dossa Monzy
Dossa And did Upon Not then Receive the said Sum of Ten Thousand Pa
and how or in what Manner was the Same paid to you Depon

To Dr 3 Is or is not the said Gowindana Dossa Monzy Dossa the Same as
or Agent of the said Sagenard Monzy and do you know or believe that
the said Sum of Ten Thousand Pagodas was the Property of the said
Gowindana Dossa Monzy Dossa or of the said Sagenard Monzy Depon
the Same with Upon Reasons for such Information or Belief

To Ditto 4 Was the Paper Writing Now produced & shown unto by the Order of
Nyanaiah Raja and was the handwriting or Signature thereunto
Subscribed of the Said

(455)

(456)

Thomas Named for the Examination of Witnesses in a certain Cause wherein
Gowrdenadeps by his Attorney Shanmoreum is Complainant and William
Pobee and Alexander Brodie Executors of John Readhead Deceased Defts
On the Part and behalf of the Defendants

Pachaiyah of Tanjore Inhabitant Aged 37 Years a Witness being Produced
Sworn and Examined as a Witness in the Cause and on the 16 day of March
in the Year 1780 as follows

To the first Interrogatory this Deponent saith that he does not know the
Complainant but Knows his Attorney Shanmoreum and the Defendants as
the Gentlemen of those Interrogatories Named as he has known them Many Years
and More Saith Not to this Interrogatory

To the Second Interrogatory this Deponent saith That the Sum Mentioned
Mr Readhead ordered me to go to Jagannat Bang and Demand 18000 Pags
I went and asked Jawad Bang the first time off three or four days and after
words told me to get a Bond from Mr Readhead in the Name of
Gowrdenadeps Naigendeps Packed Mr Readhead the gave a Bond
Signed by him in the Name of Gowrdenadeps Naigendeps for 18000
Pagodas Payable on demand which I carried to Jawad Bang and
Desired him to pay the Amount he took the Bond and paid the money
at that Deponent Time which Bang Jawad delivered to Mr Readhead
And more Saith Not to this Interrogatory

To the Third Interrogatory this Deponent saith I don't know that he
is the Gomastah or Agent of Jagannat Bang but have heard that he
is the Cash keeper and I know that the Sum mentioned was the
Property of Jagannat Bang for the time that I went to deliver the
Bond to Jagannat Bang he sent two men to Narrain Row and
ordered him to pay the Defendants the

Mayors Court
Madraspatnam

Saturday the 27th Day of May
Anno Domini 1780

Present
Edwd. John Holland Esqr. Mayor
James Call George Proctor
Benjn. Roebuck Cotton Bourchier Dent
Edwd. Garrow and William Webb
Aldermen

Between Gervadasa Desi Vengu Desi Somas
by his Attorney Narrainen Ps. Padua Iyah Plaintiff
Complainant and William Brand Alexander
Executor of Sohon Read head Deceased Defendant

This Cause coming to be heard and Debated this Day on the
Reading of the Attorneys on both Sides on Reading the Complainants Bill
the Defendants Answer the Replication the Exhibits the Interrogatories
and depositions on the Part of the Defendant Orders having the Pleadings
made Use of by the Attorneys and on due Consideration had thereon

This Court doth think fit to Order and Decree and doth accordingly
Order and Decree that the Defendants Shall pay unto the Complainant
Out of the Estate and Effects of Sohon Read head the full and Just
Sum of Eighty Thousand Eighty One Pagodas Twenty Six Fanams
& fifty Six Cash (Pags. 80826.26.56) Together with all Such
Interest as may or Shall become due thereon until the
full Payment and make Also all Costs of this Suit

J. Call

To the Worshipful the Mayor
Council & Aldermen of
Madraspatnam in Council assembled

Humbly Complaining
Sheweth unto your Worships that
Your Worships Complainant
Sheweth unto your Worships that
Your Worships Complainant
Sheweth unto your Worships that
Your Worships Complainant

24 May 1770

The General Answer of Mons to the Bill of Complainants of Eyles Irwin by his Attorney George Leonett and Hinton Digby

This Defendant Mons and at all times hereafter saving and reserving to himself all and all Manner of Benefit And Advantage of Exception to the Many Errors Insufficiencies and Imperfections in Such Said Bill of Complaint Contained for Answer thereunto or unto so much thereof as he is Advised doth Materially Concern him to make Answer unto he this Defendant Answers and Saith that he Absolutely Denies to Stand Indebted unto the Said Complainant in manner as the Same is charged in the Said Bill of Complaint

All Which Matters and things this Defendant is Ready and Willing to Verify Most Humbly Prays to be hence dismissed With his Reasonable Costs and Charges in this behalf most wrongfully Sustained

Popham
Wm Dep.t

The General Replication of Eyles Irwing by his Attorney George Leonett and Hinton Digby of Fort Saint George Merchants Complainant to the Answer of Mons of Madras Merchant Defendant

The said Replicant now and at all times hereafter saving and reserving unto himself all and all manner of benefit And Advantage of Exception to the Many Errors Uncertainties

(463)

(464)

The General Rejoinder of

Memorandum The General Replication of the Said Complainant by his Attorney George Trasewell and Kinaston Digby

This Defendant now and at all times hereafter saving And reserving to himself all manner of Benefit and Advantage of Exception to the Uncertainty and Insufficiency of the Said Replication for Rejoinder saith That this Defendants Said Answer is true Certain and Sufficient in the Law to be Replied unto and Further answered by his Said Answer he hath already Said and doth and will Aver and Maintain all and every thing and things therein to be true and Certain in such Manner as therein is alledged and Expressed and this Defendant also Saith That the Said Replication of the Said Complainant is Uncertain and insufficient in the Law to be Rejoined unto by this Defendant for Divers defects and Imperfections therein Contained and this Defendant Rejoining denies to Stand Indebted to the Said Complainant in manner as he Stands Charged in the Said Bill of Complaint

All Which Matters and things this Defendant is Ready to aver Maintain and Prove as Such manner and form as this Honble Court Shall direct and therefore humbly Prays as before in his Said Answer he hath already Prayed

Copthorn
Wm Defts

(465)

Interrogatories

Endah Chitty
&
Pattabyrah

Endah Chitty

Interrogatory 1st

Pattabyrah

Last

(466)

this Cause that may tend to the Benefit or Advantage of the Complainant
if You Do or not Set forth the Same and each and every Particular
Relative thereto as you know have been informed or do believe with the
Reasons of Such Your Said Knowledge Information and Belief as fully
as if You had been thereunto particularly Interrogated

Wm. Brandt
Solr for Compt.

Mayors Court at Madraspatnam

Between Eyles Irwin by his Attorneys
George Lawrell and Reuben Digby of Fort Saint
George Merchants Complainant and Moses
of Madras Merchant Defendant

On the Part of the Complainant

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

Endah Chitty of Madras Merchant Aged 62 Years or thereabouts
being produced as Witness in this Cause on the part of the Complainant was on the
2d Day of March 1780 Sworn & Examined at the Office of Mr Stephan Popham in his
for the Defendant by Interpretation My Servant who also left the Minutes of the
Name Title and Place of Abode of the said Deponent and afterwards on the
same day being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent Saith that he doth know
the Complainant & the Sworn in this Cause and that he hath so known
him 10 Years or thereabouts and that he doth also know the Defendt
Moses in this Cause and that he hath so known him 10 or 12

2d

Produced as a Witness in this Cause on the Part of the Complainant Thomas on the 13th day of March 1730 Signed and the Affirm of Mr Stephen Popham who his Attorney for the Defendant by Commission May Sworn Interpreter to the Court Made of the Name Title and Place of abode of the said Deponent and Affirmed to Be the same Day being Sworn and Examined Deposeth as Followeth Viz

To the first Interrogatory this Deponent Saith that he doth know the Complt Cojah Jaunon in this Cause and that he hath so known him for Years or thereabouts and that he doth also know the Defendant Moreen in this Cause and that he hath so known him for Six or Seven Years and more Saith this Deponent Not to this Interrogatory

To the Second Interrogatory this Deponent Saith that he was Acquainted with Allagapah in his Lifetime Dubash to the Complainant and that this Deponent did so know him for Ten Years and to Madras and that the was employed 10 Years in the Service of the said Allagapah and at this Bankesaw in the Capacity of Comradotty and that this Deponent doth know that the said Defendant did Purchase from the said Complainant by the Means of his Dubash the said Allagapah some Cloth but this Deponent Cannot Remember the Quantity or the Amount but that this Deponent did hear Amount Thousand and that this Deponent doth know that the said Defendant did take up the said Cloth upon Promise to be Accountable to the said Allagapa for a Certain Sum of Money in which a Bricklayer whose Name this Deponent does not Recollect stood indebted to the said Allagapah but this Deponent does not Recollect and more Saith not to this or the last Interrogatory

Sworn &c

Sworn &c

Mayor's Court at
Madraspatnam

Tuesday the 22d Day of May
Anno Domini 1781

Present

Edward Alston Holland Esqr Mayor
George Porter Esqr Recorder

Hillarson

Burnaud Esqr Sheriff

Thos Collett Coming on to be heard
this day the Petition of the Honble
the Company's Attorney and Counsel
the Defendants Answer to the Amended Bill
Exhibited upon the Interrogatories and Depo-
sitions taken in the Cause and the Bill
dismissed with Costs to be taxed
Ordered that the said Thos Collett
shall pay unto the said Defendant
Peter Burnaud the Sum of Fifty Pa-
godas for his Costs and Charges
by him about his Defence in this
Cause and that the said Thos Collett
shall pay unto the Company the Sum
of Sixty Eight Pagodas Fifteen Fanams and Seventy
Pags 68 ⅓ 22 Days Charges which
were taxed by the Court
for the Company

Filed the 12th Oct 1777

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Upon Praise Vally Chitty Comarapah of Madras Merchant
that George Isaac Hayward of the same Place Merchant Stands
Indebted unto Your Praisers in the full and Just Sum of Eighty
Nine Pagodas Twenty three Fanams and Sixty Cash Current
Money of Madras Mukkuppen Standard Money of Great
Britain after the Rate of Eight Shillings for every Pagoda the
Sum of Thirty four Pounds Sixteen Shillings and Sixpence
well & more fully and at large Appears by an Account thereunto
Annexed for the Inspection of this Honble Court and that
Your Praisers Prayer May be Admitted as part of this Your Praisers
Bill of Complaint and Whereas Your Praiser hath frequently
and in an Honorable Manner Requested Payment from the said
George Isaac Hayward of the said Sum of Eighty Nine Pagodas
Twenty three Fanams and forthcash

Burnaud Sheriff Under Mayor &c Whereas this Honble
Court the said George Isaac Hayward Obstinately and Contemptuously
refuses to Pay the Same or to give Your Praiser any manner
of Satisfaction touching the Premises Your Praiser therefore Prays
Process of Attachment as to this Honble

1776 August 1. Mr. George Isaac Hoisard ... 30.

Lord Lieut. Lord George

30th September 1777

E. E. Off.

Rd the 15th Jany 1778

The Answer of George Isaac Hoisard of Madras Merchant Defendant to the Bill of Complaint of Reilly Chitty Commander of the Same Place Merchant Complainant

This Defendant Now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the Many Errors uncertainties and Insufficiencies in the said Bill of Complaint Answer unto the same or to so much thereof as this Defendant is advised is Material for him to make Answer unto he this Defendant Answering saith that he the Complainant is indebted unto this Defendant in the Sum of Eighty Nine Pagodas Twenty three fanams for Cash necessary & this Defendant paid and disbursed for the Complainant at his Request and this Defendant Answering further saith that he this Defendant hath not nor to the best of his Knowledge Remembrance Information or Belief hath any of the Effects of the said Reilly Chitty in his Hands Custody or Power or in the Hands Custody or Power of any Person or Persons for his Use or Benefit and this Defendant Answering further saith that he this Defendant hath not nor to the best of his Knowledge Remembrance Information or Belief hath had any Dealings Trade or Intercourse with the said Reilly Chitty Complainant since the Month of August 1776 when this Defendant left Madras

(473)

(474)

to have had any Connection in the aforesaid Transaction and therefore the
Defendant Regarding himself Only Answers thereto the said Morgesak
Chitty he has paid them for the same

All which Matters and things the Defendant is
ready and willing to aver Maintain and prove as this Honble
Court shall direct and humbly Prays to be hence dismissed with his
Reasonable Costs and Charges in this Behalf Most wrongfully

Geo. Fr. Hoissard

Sworn to
20 Jany 1778
Before me this
Day
James Call
mayor

Sustained

1 Deputy
for Defendt

Filed the 30th April 1778

The Replication of Philip Chitty
Comacopah of Madras Merchant to the Answer
of George Frans Hoissard of the same Place
Merchant

The said Replicant now and at all times hereafter
saving and reserving unto himself full and all Manner of Benefit and
Advantage of Exception to the Many Errors Uncertainties
Insufficiencies and Imperfections in the said Answer Contained for
Replication thereunto he the said Rep.t Bill of Complaint exhibited in this
Honble Court by the said Defendant and all and singular the Matters
and things therein Contained Reposed true Certain and Sufficient in the
Law to be Answered unto in such Manner and form as the same are therein
Alledged and Set forth and that the said Answer Defendant ought
to have Answered unto fully and sufficiently in the Law and for further Replication
unto the said Answer the said Replt. doth and says that the Defendant doth
not nor will he the said Replt. admit or acknowledge all or singular the said
Matters and things in the said Answer Contained and Set forth to be true
in such manner and form as the same are therein Alledged and Set forth
but the same and every part thereof he the said Replt. doth Deny and
Traverse and every part thereof he the said Replt. doth Deny and
Traverse and Aver to be false feigned and untrue and this he the said
Replt. is ready to Aver and Prove as this Honble Court shall direct
and Award and humbly Prays as he hath already Prayed in his said
Bill of Complaint that the said Defendant may Answer the Premises
and that he the said Replt. may have the Benefit of his said Bill of
Complaint and the Matters and things therein Contained

Wm. Hall
Solr for Rep.t

Returned for Answer that he would Pay the said Respt and the Principal together with Interest in a few days The said Respt further Says that Some time the Respt himself went to the Defendant and Demanded Payment of the said Account when the said Defendants did agree and promise the said Respt that he would Pay to him the Principal and Interest in a few days but the Respt Requested the Defendant would give him a Bond whereby he said he would Not do but as the Respt had some Accounts with One Merchant by Name Morgapah he the Defendant would give a Bond to him Not only that the Defendant owed to the Respt on Account of the Said Handkerchiefs but also that the Defendant owed the Said Morgapahs to which the Said Respt Says he Objected as having no knowledge at that time of the Said Morgapahs any Accounts with him and further Objection of any Transferring of an Account and also persisting in his Demand for payment and praying to prefer a Bill of Complt in this Honble Court Agt the Said Defendant if he did Not Pay to the Respt for the Accounts of the Said One Corge of Handkerchiefs so Sold and delivered by the Said Respt Accounts to him the Said Defendant to which the Defendant answered on Transferring and Respt persisting in his Demand and Requesting the Defendant that he had No Right to Settle his Accounts with the Said Respt by Transfer the Said Respt Answers a Positive and Peremptory payment in Ten Days the Said Respt Says that the time being Elapsed he sent his Servants and Despts more than Once then Once for Payment to the Defendant who Promised

Rejoinder to Sarah Bowman Rejoinder the said Replicant further by
Leave of the Court for Rejoinder to the said Defendants Plea
Charge further Rejoinder that the said Replicant may
not be precluded from the Benefit of the said Defendants
Plea and Answer by Reason of any Matter or Thing
to be Moved the Replicant saith that the said Defendant
Sarah Bowman ought not to have the Benefit of the
Statute of Limitations against the said Replicant
for that the said Defendant hath not within
six Years last past Sued the said Replicant
for the said Book Debts

And this Replicant is ready to Verify

Thos Bowman

Thos Bowman

Answer Contained are good True & Sufficient in the Law To be
Replied unto in Such Manner and forme as the Same are Answered and Thereby
Set forth And Alledged and that the said Replication of the said Replicant
is Very Informe Insufficient and for further Rejoinder the
the Defendant Saith that he still Maintains that he doth Stand
indebted unto the said Replicant in the Sum of Eighty Nine Pounds
Twenty three Shillings and forty Pence or any other Sum or Sums
of Money in the Answer and for further Rejoinder the Defendant
saith that it is true that about the time Mentioned by the
Replicant the Said Defendant did Purchase a quantity of Goods on
Account of a French Gentlemen but saith that he Commenced
Purchased from the Replicant and Some Matter of Concern to the
Said Purchase both the Defendant denies to have made from
the Replicant more especially as the Replicant Acknowledges that
the said Goods purchased of him on Account of the said French
Gentleman were paid for by the Defendant and the Defendant
further denies any Promises to have been Made by him to pay
the Replicant the Amount of the said Book Debts or that
in that the Defendant did or could Discover the said Accounts Have offered
to pay the Same in Chapoo not having ever dealt in Bad Debts

And lastly the Defendant saith that he still Remains as
he did Before he has declared upon that he never did Discover the
said Book Debts from Such Time as any Money Became Due for
the Same to the said Replicant but that the Transactions

Witnesses

Interrogatories

Witnesses

Interrogatories

Ditto

Ditto

or have you heard or can you set forth any thing touching the Matters in
Question in this Cause that may tend to the Complts or advantage of the
Complainants If yes 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

Chas. Bromley
Solr for Compts

Mayors Court at
Madrasapatnam

Between Chilly Chilly Comarapah
of Madras Merchant Complainant and
George Isaac Hosford of the same place Mer-
chant Defendant

On the Part of the Complainant

Depositions of Witnesses taken on the Cause by and
before the Commissioners therein named

Audah Chilly of Madras Merchant Aged 40 Years or thereabouts
being Produced as a Witness on the Part of the Complainant and sworn on the
30 day of November 1826 Sworn in Person at the Office of Mr Henry Dr Rozario
his Attorney for the Defendant by Interpreter Thy Lawful Interpreter first Sworn
of the Name Title and Place of abode of the said Defendant and after sworn on the
same day being Sworn and Examined Deposeth as follows viz

1st ..... To the First Interrogatory this Deponent saith that he doth know
the Complainant Chilly Chilly Comarapah and hath known him
he doth to Know him for Five Years or thereabouts and that he doth
also know the Defendant George Isaac Hosford and that he doth
and that he hath also known him

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2

(184.)

or thereabouts being Produced as a Witness in this Cause on the Part of the Compt. was on this 30th Day of November 1778 Sworn in Person at the Office of Mr. Henry De Roy Notary Publick for the Defendant by Candapah My Linguist who also left them Copies of the Name Title and Place of abode of the said Defendant and aforesaid on the 5 Day of the Month following being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent Saith that he doth know the Complainant Ally Chetty Comarapah in this Cause and that he hath so known him Seven Years or thereabouth and More Saith he doth also know the Defendant George Isaac Responden in this Cause and that he hath so known him five Years or thereabouts and more Saith Not to the Interrogatories

To the Second Interrogatory this Deponent Saith that he doth known that the Defendant in the Title of this Interrogatory had some dealings with the Above said Complainant on his own Account and also on Account of Jan Chinnan and that this Deponent doth also know that a Person belonging to the said Defendant came to the said Complainants House and told the Complainant that the Defendant wanted him the said Complainant Accordingly went Accompanied by this Deponent to the House of the said Mr. George and Brought the said Defendant upon the Account of the said Complainant as this Deponent Supposes for Cloth Complainant also Accompanied this Deponent that his Occation for Cloth and that he Jan Chinnan and also Jan for Jan Chinnan Merchant upon his own Account and that for the former he owned the Value of Monthly and for the Latter he Should Pay the Money when upon the Arrival of the Ships from Europe and that he the said Defendant Complainant about the said Defendant Did take of Jan

To the second Eighty odd Pagodas for the Hundred and Thirty
hundred and odd Pagodas and the Defendant admits
not to this Interrogatory

3. To the third Interrogatory this Deponent saith that he
Complainant bought the said goods and that the
Defendant sometimes came there and desired that
Complainant and that the Complainant delivered
and Defendant that at last after they agreed the
Complainant the Defendant paid the Complainant
of those two pardons and Pound of Sandalwood
to this Interrogatory

4th To the fourth Interrogatory this Deponent saith
of the bill of the said Complainant
this Defendant signed Bond from the Defendant
Pagodas but Complainant of the said Complainant
this Deponent saith that the Defendant
and the said Defendant and made the Bond
this Deponent saith that Defendant
and Complainant and the Defendant after the Bond
the said Complainant himself Defendant
the Payment of the said Eight Hundred Pagodas in the
Defendant there and Bond by the said Complainant
and that the Defendant after the Bond
mon Interrogatory

5th To the fifth Interrogatory

to Rupees of Chopah Cloth on payment of the Cash the Defendant stood in
indebted to the Complainants or other the Matters or things herein
Interrogated and More Saith Not to this Interrogatory

To the Sixth Interrogatory this Deponent Saith that he doth know
that the said five goods so delivered as herein were Now in dispute before
this Honble Court were also those delivered by a Seamen by name
of the Defendant were the Property Originally of the Rupees Chopah
Dubas to Mr Irwin and by him delivered to the Complainant
and from whom the said Complainant did Stand indebted for
the Original Price thereof whereupon this Deponent applyed
to the Defendant the Payment of the said Sandalwood
he did it in the Name of the Complainant and that the Defendt
did promise payment thereof Making Any engagement whose
Property the said goods were but whether the Complainant
whom he himself did demand payment for the Amount of
the said Sandalwood Making any Declaration disputing
the Property of the said goods this Deponent knoweth not
and More Saith Not to this Interrogatory

Sworn at Madras

Wch

Coram

Rajah's Coustas

Madraspatnam

Between Vijy Chitty Comanpah
of Madras Merchant Complainants and
George Isaac Lazar and of the same place
Merchant Defendants

Depositions of Witnesses taken in the Cause by and

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Savannah. Recorded [illegible] of Indenture dated the 30th [illegible]
between [illegible] of the one part and the Executors of the Last Will of the late [illegible]
was on the 11th Day of December 1794 Sworn before the Honble [illegible]
Deputy Secretary Attorney for the Defendant by [illegible] Esqr and
left Interrogatories of the Honble William Stephens Esqr Judge
and afterwards upon the same day being drawn and Sworn
as follows viz.

1st

To the first Interrogatory this Deponent [illegible]
saith that he knows the Complainant Abijah Clapp [illegible]
to this Court and that he doth also know the Defendant
Levi Sheppard in this Cause that the last Mentioned
is about Forty one or Forty two Years of Age

To the 2nd Interrogatory this Deponent saith that
the Defendant in behalf of the Interrogatories
[illegible] Complainant and Defendant
the Sum in the Bill Mentioned or any Part thereof
Deponent knows not but saith Abijah Clapp
[illegible] to this Deponent on the 15th of
Hundred Pounds each for one Puncheon
Said Abijah Clapp and Son of this Deponent to
Wilmington to Receive of the Defendant
this Deponent saith Received of the Defendant
from Deponent

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yet refuse upon the Allegation that the Complainant Clapp Immediately to Mr Hoisard and Give him the Money with Interest and to pay this Deponent Eighty Pagodas and Send him the Remainder the said Complainant Accordingly went to the Defendants Accompanied by this Deponent & accompanied by this Depts and told him that there was a Person waiting for the Money and desired him to pay it immediately with Interest the Defendant asked the Complainant who this Deponent was the Complainant answered a Christy Painter Mr Hoisard then said that he had No Money at Present and desired the Complainant to wait Seven or Eight Days after the Expiration of that time this Deponent Called on the Complainant and this Deponent went again to the Defendant And demanded the Money the Defendant said in the Gentoo Language That the Man was gone to Pondicherry and as soon as he Returned he would Command pay the Money the Complainant Agreed thereto and Came every four Days after this Deponent and the Complainant went a third time to the Defendant who then said that he had Not yet got the Money and it would take at least 15 Days More before he could get it that when he Returned he would Send for the Complainant and pay him with Interest and desired him Not to come so often and this is all Deponent knows or can remember on the contrary of the other Interrogatories and More Saith Not to this or the last Interrogatory

Sworn

Wellsh Coms

Interrogatories to be Administered to Such Witnesses as shall be Produced Sworn and Examined on the Part and behalf of the Defendant

for the Amount of the said goods and whether did or did Not the Complainant in the Title of this Interrogs Named and Any and what goods to the said Defendants upon the same Terms and Conditions or any other and what Terms and Conditions and at what prices Declare the same as you know have been Informed and do believe together with the Reasons of Such Your Belief

To Dilto 4th Are you or are you Not Sadiram and Dallamon Pursuegoods If so do you or do you not know whether or not it is the Custom In Case such a Merchant May be in want of Several Assortments of Piece goods to Export One for the Providing of the same and of Such is not usual to give Bond or Note in the Name of Such Person or any of the said Merchants providing Such goods who is Regarded Answerable to the Cost of the said Merchants for the Different Amounts of Such Several goods so provided Declare the same as you know have been Informed and do believe together with the Reasons of Such Your Belief

To all the Interrogs 5th Do you know of any other Matters or things or have you heard or can you Set forth any things touching the Matters in Question in this Cause that may tend to the Benefit and Advantage of the Defendant If so 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

Wy Dii Puy
Wits Defts

Mayors Court at Madrasspatnam

Between Elly Chilly Comarapah &c of Madras Merchant Complainant and George Isaac Hayward of the same Place

On the Part of the Defendant

Depositions of Witnesses taken on Interrogatories
by the Commissioners appointed
to take the same

Moorgapah Chitty of Madras Merchant Aged 35 Years
or thereabouts being Produced as a Witness on the Part of the Defendant
on the 6 Day of April 1779 Sworn & Examined at the Office of Mr Charles
Brumley his Attorney for the Complainant by Candapah My Servant who
also left him a Copy of the Plaint & Subpoena & Answer of the Defendant
on the Same Day being Sworn & Examined Deposeth as follows
1st To the first Interrogatory this Deponent Saith that he doth know the
Complainant & the Defendant & that he hath known them for Years
& more Saith Not to the
2d To the Second Interrogatory this Deponent Saith that he
frequently had Dealings with the Defendant but
this Interrogatory Saith not to
3d To the Third Interrogatory this Deponent Saith that he did about the
Month of July 1778 Sell to the Def
Pagodas Worth of Piece Goods & that the Def
Bill in part & that the Last time he this Deponent saw the Def
was about Months ago & that the Def
Complainant in the Cause but this Deponent
Remembers the Pieces they have Delivered & that the Def
given this Deponent for the Amount the Def
from this Deponent that the Def

Mayors Court at Madrasapatnam

Between Colly Chitty Comarapah of Madras Merchant Complainant and George Isaac Shepherd of the Same place Merchant Defendant

One the Part of the Defendant

Depositions of Witnesses taken this Cause beyond the Seas the Commissioners in this Court as follows viz

Moolooraussey Namshevay Chitty of Madras Merchant Aged 35 Years or thereabouts being Produced as a Witness on this Cause on the Part of the Defendant was on the 15 Day of March 1779 Sworn in Court at the office of Mr Charles Bromley who he Attorney for the Complainant by Candapah My Servant who also left him a Copy of the Plaint & Subpoena & Answer of the Defendant

And Afterwards on the Same Day being Sworn and Examined Deposeth as follows viz

1st To the first Interrogatory this Deponent Saith that he doth know the Complainant Colly Chitty Comarapah in this Cause and that he hath known him Twenty Years or thereabouts and that he doth Also know Ten Years or thereabouts and more Saith Not to this Interrogatory

To the Third Interrogatory this Deponent Saith that he did About three Years ago but this Deponent Cannot Remember whether it was in the Month of May last Sell a Quantity of Piece goods to the Amount of 99 Pagodas to the Defendant by the Means of one Comarapah Chitty Brother of Morgapah Chitty on his own Account and that this Deponent did Regard the Defendant Answerable for the Amount the said goods and More Saith Not to this Interrogatory

To the fourth Interrogatory this Deponent Saith that he this Trade

And that he hath So known him 15 Years Or thereabouts and that he hath So known the Defendant George Isaac Hosfarden in this Cause mid that he hath So known him 15 Years or thereabouts and More Saith Not to this Interrogatory

To the Third Interrogatory this Deponent Saith that he Cannot Remember whether it was in the Month of August 1776 but about 2 Years ago he did Sell Arquantity of Piece goods to the Amount of Two hundred and odd Pds to the Defendant by the Means of Morgaphah Chitty and this Deponent did Regard the Defendant Answerable to him for the Amount of the said goods and that this Deponent does not know whether the Complainant in the title of this Interrogatory Named or any other Person or Persons did or did Not at the Same time Sell any goods to the Defendant upon the Same Terms and Conditions but this Deponent do th Know that Nee Mahomaay Namasaway Chitty did have Some Handkerchiefs of the Said Defendant Hers and More Saith Not to this Interrogatory

To the fourth Interrogatory this Deponent Saith that he is a Dealer and Dealer in Piece goods and that he doth know of the Custom In Cannanore a Merchant may Recieve of Several Assortments of of Piece goods to Assort one of the Inhabitants of the Same and it is Usual to give a Bond or Note in the Name of Such Person or Persons of the Said Merchants Providing Such goods but this Deponent Regard Answerable to the Said Merchants for the Defendant Amounts of these Several goods So proceeded on until he as Recieved the Amounts of the Said Bond Note Saith Not to this or the last Interrogatory

Sworn

Mayors Court at
Madraspatnam

Between Vitty Chetty Complt of
Merchant Complainant and Jeyga Chetty
of the same Place Merchant Defendt

On the Part of the Defendant

Deputations of Mungapolam in the Year by
the Common Inhabitants following

Vena Sawmy Chetty of Madras Merchant Deputy
Inhabitant being Ordered to Attend in the Court on the Part of the Defendt
on the 30th Day of Sept 1779 Answers Upon Oath the Interrogatories
when & Where by the Complainant by Counsel Mr Hodgson
on the Part of the Defendant by Counsel Mr Maddock
on the Same day being Sworn and Examined Deponent Saith
1st
To the first Interrogatory this Deponent Saith that he
the Complainant in this Cause and that he is above
15 Years and that he hath to known him the Defendt in this
Cause and that he hath to known him about 18 Years
2d
To the 2d Interrogatory
To the 3d Interrogatory this Deponent Saith that about
Years ago he this Deponent Purchased to the Use
of the Complainant Vitty Chetty Pardaw Mungapolam
Vitty Chetty for the Complainant in this Cause and that the Defendt
by the Defendant Counsell for the Account of the Defendt
or other the Pardaw or Mungapolam belonging and
3d
To the 4th Interrogatory

(196) (253)

Where a Merchant May be in want of Several Assortments of Piece goods
to Appoint One for the Providing of the Same and to Execute Joint
a Bond or Note in the Name of such Person or one of the said
Merchants providing such goods on whose Regard & Accountable
to the Rest of the said Merchants for the different Amounts of
of the goods so provided & all the said Merchants providing
such goods shall Unanimously agree that the Bond or Note so
given in such Persons Name & Answer the Purchasers
Accountable for their different Amounts and more such
not to this or the last Interrogatory

Coms.

Mayors Court at Tuesday the 4th Day of July
Madraspatnam Anno Domini 1780

Present

Edwd. Saxon Holland Esqr. Mayor
Cotton Bourchier Dent and Edward
Saunders Aldermen

Between Vitty Chetty Comaraspah
of Madras Merchant Complainant and

Show Cause

To the Honble the ...
Court of ...

Humbly Complaining

the Fourtieth day of July now last in the Year of Our Lord One thousand Seven hundred and Seventy four hereunto Annexed for the Inspection of this Honble Court both which Your Orator prays may be Admitted as part of this his Bill of Complaint and whereas Your Orator hath frequently and on Reasonable Maimer Requested the Payment of the said Sum of Sixty three Pagodas three fanams and fifty Cash from the said Daniel Shaw

But now so it is May it Please this Honble Court the said Daniel Shaw Obstinately and Unwillfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays all manner of Such as to this Honble Court Shall Appear Agreable to Equity and good Conscience To the End therefore that the said Daniel Shaw 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 aforesaid Sum of One hundred and Sixty three Pagodas three fanams and fifty Cash together with all Such 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

(699)

(255)

(300)

Know all Men by these Presents that I Daniel Shaw of Madras Merchant, am held and firmly bound unto Robt. Marcar also of Madras Merchant in the Penal Sum of Six hundred Pagodas Current Money of Madras to the Payment whereof well and truely to be Made to the said Robt. Marcar his heirs Executors, Administrators or assigns I do hereby bind My Selves My heirs Executors and Administrators firmly by these Presents In Witness whereof I Shaw hereunto set My hand and Seal in Madras this Twenty eighth day of July in the Year One Thousand Seven hundred and Seventy five

Whereas the Above bound Daniel Shaw hath borrowed and Received of the Above Named Robt. Marcar the full and Just Sum of three hundred Pagodas of the said Currency to him at Interest at the Rate of Eight per Cent p Annum and payable On Demand

Now the Condition of this Obligation is such that if the Above Bound Daniel Shaw his heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto the said Above Named Robt Marcar his heirs Executors Administrators or Assigns the full and Just Sum of three hundred Pagodas of the said Currency together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to Remain in full Force and Virtue

Dan.l Shaw

Signed Sealed and Delivered
in the Presence of
Joseph. D'Rozario
Peon Tappaul

Attest Copy
H. Dispuy
Asst Compt.

Major Courtal
Madraspatnam

Tuesday the 2d Day of May
Anno Domini 1710

Present

Edwd John Holland Esqr Mayor
Robt Hardwick and Edwd Gordon
Aldermen

Between [illegible]

Complainant

And

[illegible]

Defendant

[illegible]

[illegible]

[illegible]

(503)

(504)

It Appearing by the Records of this Court that the Award
Bride have found for the Defendant to Recover the Complainants £3,11-
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 Ninety Pagodas
Pag.s 90 - - - 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

J. Cox

Translation of an Award in the Malabar Language Dated the 1st of April 1780

We Channa Vedia way Annagom Chitty and Coaty Chitty as Arbitrators have
jointly Encouraged the Differences Which Reddy Narrain Chitty and Sanivara
Namasevaya Chitty Committed the Goods to Bandagee Pillahanbuck had Received
by Shankarah Namashevayah Chittys Brothers Named Coaty Chitty and
Claimed for a Commission on the Said Goods And Accordingly Demanded the
Same of Reddy Narrain Chitty which Reddy Narrain Chitty and he were
not Entitled to whereby Disputes arose Between them and One Vennala Chitty
Nephew and Cohen to the Said Coaty Chitty and Reddy Narrain Chitty
both Applied and gave a Penal Bond to Submit to abide by Such Award or Determination
upon which we having examined the Declaration Writings of Both
Parties also the Final Accounts Sent by the Said Coaty Chitty from Bandagee
Pillahanbuck Wherein the Letters Received by Coaty Chitty to Reddy Narrain Chitty
Were Signed the following Award Is Appeared to Us that the Said Coaty
Chitty is not Entitled to a Commission under Dispute the Said Coaty Chitty to Demand

Madras Mahingin Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Ten Pounds as will More fully and at Large Appear by An Account hereunto Annexed for the Inspection of this Honble Court And which Your Orator Prays May be Admitted as part of this his Bill of Complaint And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested the Payment from the said Mary M.Gowan of the said Sum of Twenty four Pd

Butnotwithstanding May it Please this Honble Court the said Mary M.Gowan Obstinately and Wilfully Refuses to pay the same or to give Your Orator Any Manner of Satisfaction touching the Premises Your Orator therefore prays a Genl Rule of this Honble Court shall Appear Agreable to Equity and good Conscience to the End therefore that the said Mary M.Gowan May upon her 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 she May be Decreed to pay unto Your Orator the aforesaid Sum of Twenty four Pagodas with all such Interest as Now due or shall hereafter become due thereon until Full Payment be made Also all Costs of this Suit

May it Please this Honble Court to Cause the said Mary M.Gowan to be Summoned and Enjoined by the Sheriff of Fort Saint George Island of Madraspatnam and the Dependants thereof Personally

259

Mrs Mary M'Garvan
Executrix of Testamentary Effects
Madras
1st November 1779

Major General Stringer Lawrence
Madrasapatnam . Anno Domini 1757

Present

Edwd. Saltan Holland Esqr. Mayor
James Call and Thomas Coppin
Aldermen

Between Esqr

Mayor Ct

L.S.

Whereas by the Records of this Court it
is allowed to be here found for the Defendant Mary the Complt
in Chancery to have Replied during the Last Sitting for Such
further Proceedings as the Defendant Mary the Complt
and Such Sum of Twenty five Pagodas
together with all Such Interest & Damages Costs
Charges & Expences as the Defendant
Costs of this Suit

Know all Men by these Presents that We Stephen Paltty
Lieutenant in the Service of the United Company of Merchants of
England trading to the East Indies Captain Edward Stringer Lawrence
Major Commandant of the Forces employed & Stationed at Fort St
George and Captain Peter Pybus Commander Accountant of
the Said United Company in the Carnatic Accountant of
all Forces Stationed at Fort St George Chief Engineer & Chief
Justice by the Grace of God Governor & Commander in Chief
and Captain Paul Lunsford Esqr Commander in Chief
Our Thousand Seven hundred Sicca Pagodas
Whereas the Above bound Captain Edward Stringer Lawrence
Commander in Chief of the Honble United Company's Forces
on the Coast of Coromandel Accountant & Chief Engineer

a Bond from Subsoy of Said Spot Dated 22 of March 1779 of Which last Bond Part being discharged as p Accounts and both these Bonds from Mauvity Command Subsoy are in favor of Mr Thomas Oglethorpe late of Mr property Also a Bond from Mr John Sykes dated the 1st day of January 1779 & part paid as p Account also a Note of Hand from Major George Mande Dated 1st of September in the Year 1779 Also three Acknowledgment from Juna Coety Pallah Dated the 1st of January 25 of February and 4th of March and also in the 1779 the Length Breadth Measurement and Purchase Price of the Houses Grounds Gardens Chouttoes Butlacks & Particulars as well as the Sums for which the Bonds and Notes herein Mortgaged Are granted for are here purposely Omitted to be Inserted And Expressed by Agreement of the said Rezamah Chitty Rustumaah Nagu but Are to be Considered as standing as every form of Law ware Provided in this Deed And Hereby Agree that all the Estate Right Title Interest Claim property and Demand whatsoever of him the said Rezamah Chitty Rustumaah Nagu of in and to the said Houses Grounds Butlacks and Chouttoy and every Part and parcel thereof and all the Rights and property of the said Rezamah Chitty Rustumaah Nagu to the Bonds Notes of Hands and Acknowledgments before Mentioned the said James Henry Casamayor or his Heirs Executors Administrators or Assigns are to have and to hold the said Houses Ground Gardens Butlacks Chouttoes Bonds Notes of Hand and Acknowledgments and and premises Above Granted and Hereby fully Authorize the said James Henry Casamayor

Know all Men by these Presents by Bargain Mortgage or Absolute
Bill of Sale We Thomas Jones the Honorable the Mayors Court of
Madraspatnam all the property of the Late Edward Bly
Esqr deceased Mark Springford and Stephen Lange on the Bond Bill
to the Book of Bills of the Estate Houses Ground Garden Land
Bricks Bonds Notes of Hand and Debts Outstanding and all
and singular Effects of the said Deceased Edward Bly
Esqr Late of Madraspatnam aforesaid Gentleman
Deceased Testate as by his Last Will and Testament
Bearing Date the Twenty Second day of March
One Thousand Seven Hundred and Seventy Seven
Duly Executed and Attested and Recorded in the Office
of the Register of the Mayors Court at Madraspatnam
aforesaid Reference being thereunto had may more
fully and at large appear Which said Estate Effects
Debts Goods and Chattels Rights and Credits
of the said Deceased Edward Bly Esqr
Signed Sealed and Delivered
in the Presence of us
Robert Bromley

(961)

(Above Copy of the Original Bond)

Jas H. Casamajor

Fort St George 10th June 1780

Examined and Compared with the Original and Attested to be a true
Copy by Me
Ed. Bromley
Nat. Pitch

Examined and Carefully Collated with the Copy of the
Mortgage Bond delivered in the Mayors Court at Madraspatnam
and Attested to be Above Copy and Redelivered the Same by Order
of Court of the 13th June 1780

James Taylor
Regr

10th June 1780

To the Hondble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Hondble Court your Orator Thomas Jones of Madras Inhabitant
that Nimsipah Moodelly of the Same place Inhabitant Stands
Indebted Unto your Orator in the full and Just Sum of One hundred

Magit. Please this Honble Court to Cause the Said Ninnapaho Moodliar 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

12th June 1780

This Bill was Sworn to me Between
4 Days of Adjournment to a Summons
Your Honourable Mastland Day

Edwd John Holland
Mayor

Cophorn
Atty Complt

Know all Men by these Presents that I Ninnapah Moodliar of Madras Inhabitant holland firmly bound unto Thomas Hurst of the Same place Inhabitant in the penal Sum of three hundred Pagodas to the Payment whereof well and truly to be Made to the Said Thomas Hurst his heirs Executors Administrators or Assigns I do bind myself my heirs Executors and Administrators or Assigns and my goods and Chattels by these Presents In Witness whereof I have hereunto Set my hand and Seal in Madras this 30 day of October in the year One thousand Seven hundred and Seventy

(515)

Whereas the Above bound Jonathan Marshall did Mortgage unto the Above Named Thomas Lee the full and Just Sum of Fifty Pagodas to be Paid at the Rate of Ten per Cent per Annum payable on demand, as by the Said Bond and for Securing the Payment of the Said Principal Mortgage Money and Interest thereon the Said Jonathan Marshall Mortgaged the Said Premises Described in the Said Bond as by the Said Bond Relation being had thereto will more fully and at Large Appear Now the Condition of the Above Mortgage is such that if the Above bound Jonathan Marshall his Heirs Executors or Administrators do well and truly Pay or Cause to be Paid unto the Above Named Thomas Lee his Executors Administrators or Assigns the full Sum of Fifty Pagodas together with Interest thereon at the Rate of Ten per Cent per Annum on demand According to the Condition of the Above Mentioned Bond or Obligation Then the Above Mortgage to be Void and of none Effect otherwise to Remain in full Force and Virtue

Signed Sealed and Delivered
in the Presence of
Jonathan Marshall
W. Lewis

Thos. Lee

Mayors Court
Madraspatnam

Entered this Fifty Pagodas
Bond Mortgage
Jonathan Marshall
Thos. Lee
Dated 8th June 1780

Present
Edwd. John Gardiner Esqr Mayor

(516)

The Defendant being Called and Acknowledging the Justice of the Complainants Demand. This Court doth therefore think fit to Order and Demand doth Accordingly Order and Decree that the Defendant Shall pay unto the Complainant the full and Just Sum of One hundred and fifty Pagodas Pay. 150 with Interest thereon and all such Costs as Hereafter shall become due Thereon until full Payment thereof and the all Costs of this Suit

Copia

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth Unto this Honble Court Your Orator Thomas Lee of Madras Inhabitant by his Attorney Ayaun the Subscriber of the Same place Inhabitant that Concerning the Just and Lawful Demand of the Same place Inhabitant Stands Indebted unto Your Orator in the full and Just Sum of Sixty One Pagodas Thirteen Fanams and fifty Seven Cash Current Money of Great Britain at the Rate of Eight Shillings per every Pagoda the Sum of Twenty four Pounds Ten Shillings and Three Pence Thereabouts as well Manifestly and at Large Appear by the Said Mortgage Bond or Obligation an Account Current and Copy of Said Judgment and a Power of Attorney hereunto Annexed for the

And Appointed them and the Sector to Answer this Upon Oration Bill of Costs &c

And further to Stand to and Abide by Such Order and Decree Thereon

as to this Honble Court Shall Seem Meet.

8th Sept 1780.

This Bill was Sworn to and Sett between the Days of

Appearance Like Service upon Returnable

Next Court Day. Edwd Johns Holland

Mayor

S Kenworthy

Atty for Compt

Plaintiffs Costs

			£	s d

(519)

Translation

(265) (520)

Know All People to Whom these Presents Shall Come Greeting

Whereas Vona Jammy the Son and Heir of Corpenah Durasee of Madras Inhabitant Stands Indebted Unto Vona Permaul Moodelly of the same place Inhabitant in the full and Just Sum of Sixty One Pagodas Thirteen Fanams and fifty Seven Cash Current Money of Madras being the Ballance of an Account Current Arising upon a Mortgage Bond or Obligation bearing Date the Tenth Day of Octr 1776. Now Know ye that the said Vona Permaul Moodelly for a Valuable Consideration to him in hand Paid by Agostinho de Cruz of the same place Inhabitant at or before the Sealing and Delivery of these Presents to the Receipt whereof he the said Vona Permaul Moodelly doth hereby Acknowledge hath Assigned Transferred and Over and by these Presents doth Assign Transfer and Set over unto the said Agostinho de Cruz the said Account Current and the Money on Account Principal and Interest thereupon due and Owing and which may hereafter become due thereon all his Right and Interest of in and to the same and every part thereof and the said Vona Permaul Moodelly for the Consideration aforesaid hath Made Constituted and Appointed by these Presents doth Make Constituted and appointed and Appointed the said Agostinho de Cruz his Executors Administrators his true and Lawfull Attorney and Attorneys irrevocable for him and in his Name and in the Name and in the Names of his Executors Administrators but for the sole and proper Use and Benefit of the said Agostinho de Cruz his Executors Administrators and Assigns to Ask Require Recover and Receive of the said Vona Permaul his Heirs Executors Administrators the Money

Mayor's Court at Tuesday the 20th Day of May
Madrasapatnam Anno Domini 1760

Present

Edwd. John Holland Esqr. Mayor
George Proctor and Benjn. Roebuck
Aldermen

Between Anna Pennatt by his
Attorney Agostinho de Cruz of Madras
Inhabitant Complainant and Vanah
Lawny the Servant Slave of Corpenah
Durzee of the Same Place Inhabitant
Defendant

It Appearing by the Records of this
Court that the Said Complainant had Exhibited his Bill against the Defendant
to Answer the Complainants Demands whereupon the Defendant being this
Court doth therefore think fit the Order and Decree and doth Accordingly
Order and Decree that the Defendant shall pay unto the Complts.
Order and Decree that the Defendant shall pay unto the Complts.
out of the Estate and Effects of Corpenah Durzee the Sum and
Sum of Sixty One Pagodas Thirteen Fanams and fifty Seven Cash Pay.
Sum of Sixty One Pagodas Thirteen Fanams and fifty Seven Cash Pay.
Ct. 13.57 Together with all such Interest as aforesaid shall
hereafter become due thereon until full Payment be made also all

Signed Sealed and Delivered
in the Presence of

(523)

To the Honble the Mayor
Coastal. Madraspatnam

Humbly Complaineth

(25)

524

fully truly and Effectually to all Intents and purposes as if the same were herein again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Thirty three Pagodas Forty One fanams and forty Cashs With all such Interest as Interest Now due or shall hereafter become due thereon Also All Costs of this Suit

May it Please this Honble Court the said John Mackenzie 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 Appearing Then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Dan.l Sykes
Att.y for Compt.

21st April 1788

Sworn to on the Day of
Appearance the Complainant
having made Oath to the Truth
of the Demand and that he Hath
Reason to believe the Defendant will Depart
from the Jurisdiction of the Court on
hearing that a Writ will Issue against him
he is ordered to be Arrested Immediately &
Held to Bail

Thos. Holland

(523)

Mayor's Courtat Madraspatnam

Tuesday the 25th Day of May Anno Domini 1780

L.1

Present

Edwd. Wm. Holland Esq. Mayor

George Proctor and Benjn. Burbank

Aldermen

Between [illegible]

[illegible]

It appearing by the Records of this Court that the Defendant has not put in his Answer to the Complainants Bill Ordered that the Defendant do forthwith put in his Answer to the Complainants Bill or that the Bill be taken pro confesso against him

(526)

Filed the 22d June 1780

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

Humbly Complaining Sheweth Unto this Hon'ble Court your Orator Henry Digby One of the Attorneys of this Hon'ble Court That Tenalore Venkatachellum of Madras Inhabitant Stands Indebted unto your Orator in the full and Just Sum of One thousand Pagodas Current Money of Madras the Sum of four hundred Pounds or thereabouts As More fully and at Large Appears by Copy of an Mortgage Bond Given and Granted unto your Orator by the said Tenalore Venkatachellum Bearing Date the Eighteenth Day of [illegible] Last One thousand Seven hundred and Eighty to which Your Orator Prays the Inspection of this Hon'ble Court and which your Orator Prays may be Accounted Part of this his Bill of Complaint and Whereas your Orator hath frequently and in a Friendly Manner Requested the Said Tenalore Venkatachellum Payment of the said Sum of One thousand Pagodas from the Said Tenalore Venkatachellum

But now Wicked Mayor Please this Hon'ble Court the said Tenalore Venkatachellum Obstinately and wilfully Refuses to Pay the Same or Agree with your Orator any Manner of Satisfaction touching the Premises Upon Orator therefore prays Process and Writ of Subpoena issue Agreeable to Equity and good Conscience to the End therefore that the said

(527)

(528)

Know all Men by these Presents that I Annamar Venkatachellum of Madras Inhabitant am held and firmly bound unto Henry Dudley Esqr of the same place Merchant in the Just Sum of Two Thousand Pagodas Current Money of Madras to the Payment whereof well and truly to be Made to the said Henry Dudley his Heirs Executors Administrators or Assigns I do hereby bind My Self my Heirs Executors and Administrators firmly by these Presents. In Witness Whereof I have hereunto set My Hand and Seal in Madras this Eighteenth Day of March One Thousand Seven Hundred and Eighty

Whereas the Above bound Annamar Venkatachellum hath Borrowed And Received of the Above Named Henry Dudley the Sum of One Thousand Pagodas Current at Interest at the Rate of 12 ½ per Cent per Annum Payable Quarterly for the Space of One Year from the Date hereof and for Securing the Payment thereof I have Mortgaged unto the said Henry Dudley My Garden together with its Country Bitto of Sole Known by the Name of Pudupauk Situated in Pudupauk Pagoda Street between the Limits of Edandale Monthly and Delapoke House Length and Breadth with all Appurtenances thereof as by the said Bitto of Sale

Now the Condition of this Obligation is such that if the Above bound Annamar Venkatachellum his Executors Administrators or Assigns shall well and truly pay or cause to be Paid unto Henry Dudley Esqr the Executors or Administrators or Assigns the Just Sum of One Thousand 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
in the Presence of

Mayor's Court at Tuesday the 2d Day of July
Madraspatnam Anno Domini 1782

Present

Edwd Ashton Holland Esqr. Mayor
Colton B. Bent Edwd Saunders

Aldermen

Between Mary Dalrymple
Widow of the late Alexander Dalrymple
and Executrix of the last Will of
Late Plaintiff

The Defendant

2d

Know all Men by these Presents that I Elizabeth Swinson
Widow and Heiress to the Estate and Effects of John Swinson Deceased
for and in Consideration of the Sum of Two hundred Star Pagodas Coms in
hand by John de Souza of Fort Saint George Merchant before the Ensealing
and Delivery hereof well and truely paid the Receipt whereof I do
hereby Acknowledge My Self to be therewith fully Satisfied and
and thereof and every Part and parcell thereof do fully Clearly and
Entirely Discharge the said John de Souza his Heirs Executors Administrators
and Assigns and every of them by these Presents Have granted
Bargained Sold Assigned and Set over and by these Presents do fully
Clearly and Absolutely Grant Bargain Sell Assign and Set over
unto the said John De Souza his Executors Administrators and
Assigns forever a Piece of Ground Containing in length from
South to South fifty three Feet and in Breadth from East to
West forty four Inches Scituate at Mowatta Town
between the House of the Elizabeth Swinson and Thomas
Sathas Lane To Have and to Hold the said Piece of
Ground unto the said John De Souza his Heirs Executors
Administrators and Assigns as his own Proper Goods
And Chattels from henceforth freely and peaceably to Possess
and Enjoy the same And I the said Elizabeth Swinson
for my Heirs Executors and Administrators the said Piece of
Ground unto the said John De Souza his Heirs Executors
Administrators and Assigns against me my Heirs and all
and every Person and Persons whatsoever shall and will
Warrant and forever Defend by these Presents In Witness
whereof I have hereunto Set my Hand and Seal in
Madras this fifth Day of May in the Year of
our Lord One thousand Seven hundred and Eighty

Signed Sealed and Delivered
in the Presence of
Thomas Hopkins
Edward Rogers

Elizabeth Simmons (L.S.)

Edmund Hanby the Defendant
Bill of Sale filed and Deed Poll to be signed
Motion for Leave to Enter Satisfaction on Record
Leave granted

James Taylor
Esq.

Edmund Hanby the Defendant in this Cause
Bill of Sale filed and Deed Poll to be signed
Motion for Leave to Enter Satisfaction on Record
Leave granted

James Taylor
Esq.

granted Bargained Sold Assigned Transferred and Assured and by these
Presents do grant Bargain Sell Assign Transfer and Assure unto the
said Peter Purcell all Ground together with a House and all other Premises
hereunto belonging or therewith or any part or parcel thereof belonging
or Appertaining Lying and being
at Pipe Called Lago Mondi adjoining to Sam Thomas formerly in the Tenure
and Occupation of the said John Maxwell Stone To Have and to
hold the Same to the said Charles Peasley his Executors Administrators
And Assigns forever. In Witness whereof the said John Maxwell Stone
do Constitute Thomas Pilling and John de Sousa our Attorneys to the
Several Trustees of the said John Maxwell Stone have hereunto
Set Our Hands and Seals in Fort Saint George this 6th Day
of May in the Year of Our Lord One Thousand Seven Hundred
and Eighty

Signed Sealed and Delivered
in the Presence of
Nathan. Stark

John Maxwell Stone
Thos. Pilling
John de Sousa
Attys to the Trustees of John Maxwell Stone Esq.

(L.S.)

Edmund and Carefully Collated with the
Original Bill of Sale & Deed Poll on the Motion of the Mayors Court
at Madraspatnam and Ordered by Order of Court of the 6th
July 1781

James Taylor
Esq.

Dec. the 3rd 1778

To the Right Honble the Mayor

Court. Mutrasputtan

Humbly Complaining

of Eurasian or Indian Inhabitants of Madras And On the Ninth day of November which Was in the Year 1778 did give and grant unto Your Oratrix another Agreement for Nothing nevertheless he Not Only Confirmed unto Your Oratrix his formerly Gift of three hundred Pagodas as aforesaid but Did Also further Make Over unto Your Oratrix all the Jewels And furniture by him then and at that time Specified as well More fully and at Large As Appears by Translates of the said Agreement to which Writings Reference Being had Will More at Large Appear And Your Oratrix further Sheweth that the said Sahib Cawn died And Your Oratrix further Sheweth that Your Oratrix Married Husband Jemaul Cawn died after the Death of Your Oratrix Married Husband Shaham Cawn aforesaid who Died on or about the 25th day of March 1778 Leaving Issue Three Sons of the Eldest and Effects of the said Shaham Cawn and Brother of the aforementioned Jemaul Cawn and Three Hundred Pagodas deposited aforesaid unto the Husband of Your Oratrix as Inventory Amounts thereof for the Inspection of Your Oratrix as Inventory Amounts thereof for the Inspection of her Honble Court to which Your Orator Most Humbly Before and Prays the Same May be Admitted as part of this Your Oratrix Bill of Complt And Your Oratrix further Sheweth unto this Honble Court that she Well Knows that the said Sahib Cawn and Jemaul Cawn of the aforesaid Three Hundred Pagodas with the Interest thereon from the 1st Day of April 1778 is about that the said Jewels and Furniture Might be delivered to Your Oratrix or the Value thereof being

And Direct thereon as to this Honble Court shall seem Meet

6th April 1777

This Bill & the Summons thereupon the Deputy Sheriff Commanded the Complainants Attorney to Summon the Defendant to Answer and Swore to the Truth of his Demand and Swore also that he Verily believes the Defendant meditates to Depart from the Jurisdiction of this Honble Court having Bills filed Against him therefore let a Summons Issue Returnable immediately and Warrant of Arrest Issue thereon

George Proctor
Mayor

Geo. Le Hoi pard
Atty Compt.s

Translation of an Agreement from the Persian Language Dated the 18th December 1777

I Shaban Cawn of Madras do Agree and Grant the following Agreement viz.t the Sum of 300 Star Pagodas the half of which being 150 Pagodas I promise to Pay unto Seid Cawn Son to Seid Cawn Deceased on Demand and in the hands of Cawram Sawar the Said My Wife Shall enjoy the Profits thereof Interest from the Said Sum Shall Cease from the Day I shall pay the Same by way of Exchange Bills from Arcot and Send for & pay the Same by way of Exchange thereon these four Years I made and given as Agreement Testimony Shall be Taken in future

Dated 17th of Swangada 1691 Fogery

Witnessed by the Cods Vegaal or Attorney

Translation

Translation of an Agreement for the Purchase of Negroe Slaves

I Thomas Thompson of Boston in New England Merchant
Agreed that I will by the Ship Success Captain Hopkins
Commander now Lying at Anchor in the Harbour of Boston
Bound to Bay Honduras Burthen about Two hundred
Tons or thereabouts Navigated with Ten Carriage Guns
Twelve Swivels Thirty Men and Provided
with Stores for the Voyage and sufficient
Provisions for the Negroes to be by me Purchased
Immediately upon my Arrival at the Bay aforesaid
and to Receive on board the Negroes so Purchased
to the Number of Two hundred and Fifty
or thereabouts and to Proceed with the Negroes
so Received on board to the Island of Jamaica
and there Dispose of the Negroes for the best
Price that can be Obtained for them and
make a Return in Specie or Bills of Exchange
to the Owners of the Ship Success aforesaid
or their Factors in Boston aforesaid
and to Pay unto the Owners of the Ship
Success aforesaid or their Factors in Boston
aforesaid Two Pounds Sterling per Head
for the Negroes so Purchased and Received
on board the Ship Success aforesaid
and Delivered in Jamaica aforesaid
Provided the Owners of the Ship Success
aforesaid Victual the Negroes during the
Voyage from the Bay to Jamaica aforesaid
by Exchange Current in Jamaica

Witness my Hand
Tho. Thompson

An Inventory of the Effects aboard the Success

	Qty
3 Copper Kettles	3
2 Ditto Platters	2
1 Ditto Cask	1 21
1 Ditto Ditto	21
3/8 Yards of Scarlet Cloth	5
1 Blanket	2
4 Shirts	2
1 Chest	3
1 Gun	1
1 Bottle Cask	21
5 Cask Planks	5
150 Bamboes	3
1 Middle Cable	3
2 Cables Ropes	1
2 Compasses	3
1 Trumbet	1 10 6d
	Pagedas 60 31 6d

Thos Coffy for Thos Thompson
1000 Pagodas 31

Dr Isabel Cavalho and Samuel Brown in Account Current with Benj. Burby Cr.

1777 March	25	To Cash Remitted you from Comm in Cash received on his Ships by Mess Cavalho and Brown			1777 March 30 By Sundries as per Contra	374 31 6d
1777 March	30	To Sundries as per Day Book fol 2 for 1 Negroe sold the Day in 12 Months at 12 p Ct Int	300	- -		
		To Ditto	36	- -		
		To Balance of Account Carried to Credit Sundries as per Contra	60	31 6d		

(539)

(540)

One or More Attorney or Attorneys Under him to Constitute and substitute
the Said Antonio de Rozario or his Attorney or Attorneys Under him
Shall Lawfully doe the Premises the Said Boony Baby doth hereby
Allow and Affirm and the Said Boony Baby doth Covenant
With the Said Antt. de Rozario that he the Said Boony Baby
hath Not Released nor will Release the Said Boony Baby hath
not Surrender nor will Release the Said Money due or to become due
on the Said Recited Covenant or any part thereof Neither Shall
or will Release or discharge the Same or any part thereof but
will Owne and Allow of all Lawfull Proceedings for the
Recovery thereof by the Said Antonio de Rozario Saving
the Said Boony Baby harmless of and from Any Cost that
May happen to him thereby In Witness whereof
the Said Boony Baby hath hereunto Set my hand
and Seal in Madras aforesaid this Thirty first Day
of March in the Year of Our Lord One Thousand Seven
hundred and Seventy Nine

Signed Sealed and Delivered
in the Presence of

Aug 29th June 1773

The Answer of Abraham Cawn
Executor of Abraham Abraham Defendt
to the Bill of Complaint of Mary Bridge
by Attorney Abraham Cawn Executor of the
Abraham Abraham Complainant

Abraham Cawn

This Defendant saving and reserving to himself all benefit and advantage of Exception to the many Errors Uncertainties and Insufficiencies in the said Complainants Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is Material or necessary for him to make Answer unto this Defendant answering saith that he believes it may be true that the Complainant was Married to the Deceased Abraham Cawn in the Bill of Complaint named but this Defendant knows not of his own knowledge and is a Stranger to the Matters in the said Bill of Complaint contained and therefore leaves the Complainant to make such proof thereof as she shall be advised but this Defendant believes that the said Abraham Cawn died Intestate and without Issue and this Defendant admits that he was Executor to the Will of the said Abraham Cawn deceased and that he duly proved the same in the Prerogative Court of Canterbury and took upon himself the Burthen of the Execution thereof and this Defendant admits that the said Abraham Cawn was possessed of Personal Estate to a considerable Amount but this Defendant denies that the said Abraham Cawn was possessed of Personal Estate to the Amount in the Bill of Complaint pretended or to any Amount sufficient to pay his Debts and Funeral Expences and this Defendant denies that he has Assets sufficient to pay the Debts of the said Abraham Cawn

so by the said Complainant Made but As the Complainant Replyed to do as she promised this Defendant pushed her away & Ran for the Account and delivery of the Effects of the said Shaikam Cawn the Defendants Husband this Defendant seeing such proceedings as aforesaid of the Effects by the Compltt Made her Complainant Made her Complaints to the Sitting Magistrate for Redress in the Meanwhile the Complainant Maker Not Pretended Title to Some of the Deceased's property in the Defendants profession as is her Bill of Complaint in this Honble Court Alg. Not only this Defendt but Only Jemaul Cawn this Defendants Brother in law Mother before the Death of the said Shaikam Cawn or Some time after with the Concurrence of the said Shaikam Cawn this said Defendants for her self further Answereth and Saith that she Took the said Jemaul Cawn Advised Not Sold to Bail upon the Bill of Complaint being preferred Agt them by the Complainant this Defendant for herself further Answereth And Saith as she is Advised that the Original Agreement made & the 13 day of December the year 1777 annual Rends of no Effect the Delivery of the said Complainant to her this Defendant nor such Renunciation could take place in Law until the Death of this Defts Husband legally for the said Shaikam Cawns Life and in the mean time Supposing the Complainant to be this Defendants Not Intending the Complainant to be this Defendants but this Defendant does Not on the least Supposing yet she is not willing to Remit to the Sum of three hundred Pagodas but Only to the proper Meaning the Interest Arising from them to be Paid by Jemaul and of the Complainant Cannot Grant them as Prayed by the Complainant but Humbly Submits the Same to the Honble Court to Make Any Such

Complainant has Not any right to the Annual Profits as is Exhibited in the Bill
Annexed to the Complainants Bill of Complaint Because in the first Place
the Estate and Effects of the said Abrahim Lawan is Subject to the
Annual Demands Made On his Estate and in the next place
Supposing the Complainants Settlement good by Virtue of the Intended
Writing of the 18 of December 1777 Still that Cannot take Effect
With respect to such Profits as arose before the Execution of the Deft
Which the Complainants Charges this Defendants to Saith they
being Absent in the Island of this Defendants Estate for Abrahim
Lawan Cachelawan in the Year Legatus one Only Interested
Lawan Cachelawan in the Year Legatus one Only Interested
When there is Sufficient to pay the Respective Debts of the
Deceased this Defendant further begs leave to Observe and
Demand this Defendant further begs leave to Observe and
Which the Prayers may be taken as part of this his Answer
that it does Not Appear that any deposit Was made by
Abrahim Lawan in the Lawan the Lawan Parties Set forth
by the Complainant that there was any Empty or Vacant
from under the Lawans hands for this Money and that neither
Observation of this Three Hundred Pagodas in the Hands
of Lawan was left there Subject to the Domination or
favor of the Complainant by Should they Lawan pay the
Sums to this Defendants without Authority of this Money
had been paid to this Defendant it would have been so
Done to this Defendant as the known and Expected Use of
the said Abrahim Lawan on his last time this Defendant
not

formerly of the Said Shrabion Cannon make to her Creditors this Defendant further himself Costly Says that he did Not Clandestinly or Fraudulently Possess himself of all or any part of the Said Sum of three hundred Pagodas or all any of the Articles Charged by the Complainant in her Bill Annexed to his Bill of Complaint was only brought with an intent to hinder the Defendant So he'd Cannon from making the Complainant Satisfaction

All Which Matters and things this Defendant is Ready and willing to verify Wherefore this Defendant Most Humbly Prays to be hence Dismissed out of this Honble Court Shall Seem meet and Humbly Prays to be hence Dismissed With their Reasonable Costs and Charges in the behalf Most Wrongfully Sustained

Chas Brownlow
Def.t Defendant

List of Sundry Persons Houses Shops & Warehouses Left by Shrabion Cannon at the time of his Decease at Mount Road under the Care of Boorg Boby mentioned in the Answer of the Said Shrabion Cannon for which he is Answerable to Such Creditors as the Widow and Heirs of the Said Shrabion Cannon Demand

1778 April.	To 2 Bundles of Diamonds	200	
	To 1 Ditto Ruby Stones	100	
	To 1 Ditto Emerald Stones	100	
	To 1 Ditto Small Stones	50	
	To 1 Ditto Large Stones	150	

(349)

Brought over Pag[e] 130

[illegible]

(350)

(280)

Ad 17th Aug[t] 1779

The General Replication

of Percy Roby by his Attorney Antoine de Rogiers of Madras Inhabitant to the Answers of Isabel Caunter and Samuel Caunter of the same Place Inhabitant

This Repliant now and at all times hereafter saving and reserving unto himself all and all Manner of Benefit and Advantage of Exception to the Many Errors Uncertainties and Imperfections in the said Defendants Answer Contained for Replication thereunto Saith that his Bill of Complaint and all and Singular the Matters and things therein Contained Are good true Certain and Sufficient in the Law to be Answered unto in Such Manner and forms as the same are therein and thereby Set forth and Alledged and that the said Answers of the said Defendants Are Insufficient Untrue and in Sufficient

All Which Matters and things this Repliant is Ready and Willing to Aver Maintain and Prove as this Honble Court shall Award and humbly prays as he hath already Prayed

Geo: Jo Haisperd

Att[y] for Compt[s]

(554)

(552)

(28)

Interrogatories to be Administered to such Witnesses as shall be produced & Sworn and Examined on the Interrogatories & Cross Interrogatories on the part & behalf of the Complainant Ibrahim Cassim late of the Island of Madras Merchant deceased

Witnesses
Mahomedgore
Abdul Saib
Lalbeck
Sahab
Hyderoolly

Interrogatories to be Administered to such Witnesses as shall be produced

Mathewson
Hallett Clark
Latback
Isahakson

Hallett Clark &

Latback

Hydenalty

Hydenalty

Whom and where and how you became Acquainted therewith Postmortely
Sefforth and Deliver
6th Do you know or do you not know the Stile And Manner of Hand
Writing or Signature of the said Abraham Cowan Sen. you look on the
Paper Writing Marked A now Produced and Shewn to you at
this the time of your Examination is the Same of the proper hand
Writing or Signature of the said Abraham Cowan in his life time
and Not of whose Hand Writing or Signature is such Paper
Writing and by whose Order and direction Such Writing was
Drawn and Executed and whether and in whose presence
Present and whether the Same was or was Not Executed and
Signed on the Day and year mentioned in the said Writing
to have been done and given or what other Day and year is
the best of your knowledge Information and belief and
how you became Acquainted therewith Postmortely Sefforth and
7th Do you know and do you not know whether the Paper Writing
so Marked B now Shewn and Produced to you at the time
of your Examination is or is not of the Proper hand Writing of the
Proper hand Writings of the said Abraham Cowan from whom the
by Name and how you became Acquainted therewith and whether
you do know or have you been informed and do believe that
such Writing was made and given was made and given at the time
that the said is to have been made and given or at some other time
If at other Postmortely Sefforth and Deliver
8th Do you know of any other Matter or thing or have you
Examination touching the Matters

(556)

285

Amount Page	602	21	—
To 1 Silver Salver & Tumbal	3	10	40
To 1 Carpet	2	10	40
To 1 Brass Lamp	1	20	—
To 2 Small Brass Pans	2	—	—
To 6 Cups for Coffee and 6 Do Saucers to Do	3	—	—
To 1 Cage for Coffee and 6 Do Plates to Do	1	10	40
To 1 Looking Glass	1	—	—
To 2 Silver Hookahs	9	—	—
Pagodas	633	31	40

E. E.

Sp. Thos. Marsh. of Sobah Carnatic

A true Copy Ro.t Bromley
Secy Dept.

This Paper Writing Marked A was Shewn to Shaik Hamed
& Mr. Mahomed Shaik Meer Shaully Cawsum and Mahomed
Shaik at the respective times of their Examination before me
& Sworn at the Same time to Mr. Mayor Lindsay at Madras
as a true Paper in the Shaik's & Mr. Mayor Lindsay
put his name subscribed Thos. Lindsay by his Attorney Shaik Hamed
is Confidant and Sobah Carnatic and Samuel Cawsum
Defendants on the 15th 21st 23d and 24th Days of July Anno
Domini 1780 Welsh
Coart

This Paper Writing was Shewn to Sydenham at the time of
his Examination before me on the and Came on the 28th Day
of October Anno Domini 1779 Welsh
Coart.

(557)

Mayors Court at
Madrasspatnam

Between

Depositions of Witnesses taken on the Part of the

Mahommedgeree

(558)

The Complainant Boory Baby in this Cause and that he hath so known
her Eleven Years or thereabouts and doth believe that he doth also know the Def
Sahib Caunto and Samuel Canon in this Cause and that he hath so known
them 30 Years or thereabouts and More to the Not to this Interrogatory

To the Second Interrogatory this Deponent Saith that he did know
and was Acquainted with the Abraham Canon late of Madras in his
Life time but Since Deceased at Arcot and that he was Espoused and
Married by all his Neighbours and friends and taken to be the legal
Husband of the Above said Sahib Caunto and that they were Married
28 Years but this Deponent does not know whether at Arcot or this place
or by whom they were Married and this Deponent has heard that
they were Married after the Moor Gentoo Ceremony and that
they were Married after the Moor Gentoo Ceremony according to the Sect or Caste to which
Such Gentoo Ceremonys were According to the Sect or Caste to which
the said Sahib Caunto and the said Abraham Canon belonged &
that there were three Sons and One Daughter by such Marriage
and that they are all living and that the Said Samuel Canon is
Sahib Caunto's youngest Brother and more Saith Not to this
Interrogatory

To the Third Interrogatory this Deponent Saith that he has
heard that the Said Boory Baby the Person mentioned in the
Life of this Interrogatory Named was Not and the Wife of the
Said Abraham Canon in his Life time and that She was Not
Espoused and Taken to be the Wife of the Said Abraham Canon
in his Life time and that this Deponent has heard that the S
Boory Baby went under the Denomination of a Mistress to
Abraham Canon and more Saith Not to this Interrogatory

Kaupoo Coundas Beluan Boory Buty

Kaadasyadanan

Defendant

Depositions of Witnesses taken on the Coast of Malabar

To the Second Interrogatory this Deponent saith that he did know and was Acquainted with Abrahim Cauman late of Madras in his lifetime but knows Deceased at Mount and that he was Reputed and esteemed by all his Neighbours and Friends and taken to be the Legal Husband of the Above Said Sahib Caunta and that they were Married at Madras to the best of this Deponents Remembrance about 30 years Ago by Nore Abbas Saukin and after the Moor Custom or Ceremony and According to the Sect or Cast to Which the Said Sahib Caunta and Cauman and the Said Abrahim Cauman belonged and that there were to Sons by Such a Marriage all living Now at Madras and that Jamaul Cauman his Sahib Caunta Brother and more saith not to this Interrogatory

To the Third Interrogatory this Deponent Saith that he doth know the Said Boory Buty the Person mentioned in the Title of this Interrogatories Named and the wife of the Said Abrahim Cauman in his lifetime and that she was not Reputed and taken to be the Wife of the Said Abrahim Cauman in his lifetime but was taken under the Denomination of a Mistress to the Said Abrahim Cauman and more saith not to this Interrogatory

To the fourth Interrogatory this Deponent saith that he doth know that a Quantity of Jewells and other Effects belonging to the said Abrahim Cauman at the time of his Death fell into the Hands and possession of the Said Boory Buty the Complainant this Said Abrahim Cauman took the Said Boory Buty to Live and lived with her as the Said Sahib Caunta at Madras at the time of his Death and that the Said Boory Buty

To the First Interrogatory this Deponent Saith that he doth know the Complt
Boory Boby in this Cause and that he hath well known him Deponent or
Boory Boby in this Cause and that he hath also known the Defendants Saheb Caunter and Jemaun
Marakairs and doth also know the Defendants Saheb Caunter and Jemaun
Caunan this Cause and that he hath also known them Boory Boby in
this Cause and that he hath also known them Boory Boby in
answer to the First Interrogatory

To the Second Interrogatory this Deponent Saith that he doth know
and was Acquainted with the Plaintiffs Caunan Pothy for Moodaraien her late husband
but is now Deceased at Madras and that he was that he was reputed
and known by all his Neighbours and Friends and taken to be
the legal Husband of the Above Said Saheb Caunter and that they
were so Married before this Deponent knew and Acquainted with the
Parties who is Between Fifteen & Sixteen Years ago but this Deponent does
not know who by whom or after what Custom or Ceremony
they were so married but this Deponent doth know that from
the Said Saheb Caunter and Jemaun Caunan is Both to
be Children by such Marriage all of whom are living and
are now at Madras and that Jemaun Caunan is Both to
Saheb Caunter and knows no other Children

To the Third Interrogatory this Deponent Saith that he doth
know that the Said Boory Boby the Person Mentioned in the
Title of this Interrogatory named Ibrahim Caunan in his Life time and that the
the Said Ibrahim Caunan in his Life time and that the
was not Reputed and taken to be the Son of the Said Ibrahim
Caunan in his Life time but that she was known by the Name
of Ibrahim Caunan and now
known to be named Ibrahim Caunan and now

To the Fourth Interrogatory this Deponent Saith that he doth
know that the Said Saheb Caunter made

Custom and Samuel Cawn in this Cause and that he hath so known from 10 to 15 Years and more Saith Not to the Interrog.

2. To the 2nd Interrog. the Deponent Saith that he did know and was Present in the Abraham Cawn Suits of Madras in his 15th Year Did Several Witnesses Depose and Declare that by all the Neighbours and friends and Taken to be the Legal Custom and of the Above Said Sahib Caste and that they were Married upwards of Twenty Years and that they were Married at Madras by Cawyen Nilen Soon after the Above Custom or Ceremony and Such Custom or Ceremony was According to the Said Order of the Sahib Caste and the Abrahams Cawn belong'd where the Said Sahib Caste and the Abrahams Cawn belong'd and that there were four Children by Such a Marriage and that they are all Living at Madras and that the Said Samuel Cawn is the Said Sahib Cawn's youngest Brother

and More Saith Not to the Interrog.

3. To the 3rd Interrog. the Deponent Saith that he did know that he did know that the Said Berry Pelly the Person Mentioned in the 3rd of the Interrogs Named was at the House of the Said Abraham Cawn on his Left Hand the Left Hand of the Said Abraham Cawn on his Left Hand that Sheewa Nah Repa Dand taken to be the Wife of the Said Abraham Cawn on his Left Hand that the Said Berry Pelly went under the Denomination of the Said Berry Pelly and that the Said Abraham Cawn and was Seen Both at the Said Abraham Cawn and was Seen Both at the Said Interrog

and More Saith Not to the Interrog.

Rajah's Coorsat
&
Madraspatnam

Deponent

Upon the Commission and Interrogatories

Deponent

Deponent sworn this 3 day the Said Shake Nazam Mooden came
again to this Deponent and pressed him requesting by telling Him
that he would Not give him this Trouble but that he would Not
Write and Deponent Accordingly wrote what
Contained in the Paper Writing Marked A now produced shown
him at this time of his Examination and gave it to the said
Shake Nazam Mooden who said thereupon Signed Sealed and
Delivered that in the said Paper Writing this Deponent Mentioned the day
and Month Names as Written but Not the year which has been since
Inserted as also the Signature this Deponent further saith that at the
time he was Writing the said Paper One Abdul Rassak Came to this
Deponent and Shewed the Name of some Persian Books which he wanted
Deponent to Write and this Deponent asked him what Reason
the said Shake Nazam Mooden Replied that as the said
Abdul Rassak was an Acquaintance of his yesterday Returned
to the said Paper Writing and more saith Not to this
Interrogatory

To the Seventh Interrogatory this Deponent saith that he was once
shown the Paper Writing Marked B now Shewn and produced
to him at this time of his Examination in this Deposition
of Lands & Waters employed in the Business of the Honble Court
but does Not know who the Surveyor Was but Deponent and
Shake Mooden Came together the Matters
in the said Interrogatory

Sworn

Mitchell
Greenhow

Additional Interrogatories

Interrog.
Greenhow

Deponent

Deponent

Deponent

Interrog. 2. Did you know or did you know or had you or had you Not Any acquaintance
With Hashem Cawn deceased. If you do you or do you Not Know or have you
Not heard or know he died and when and what person or persons were
Present at the time of his death. If you Particularly set forth and declare
the same together with any Circumstances relative thereto according to the best
of your knowledge Remembrance and belief

Ditto 3. Do you or do you not know or have you or have you not heard of
Shaw Cawn's have Married or not pursued the Ceremonies and
If you was or was Not the Nuptial Ceremony lawfully performed
According to the Moorish Customs do you or do you not know or
Recollect according to the Moorish Laws or Moorish Usages
have you or have you not heard by what Usages or Moorish Laws
the same was so performed Durbine and at what time If you
Particularly set forth and Declare the same do you or do you Not believe
the Ceremonies in this Cause to have been Lawfully used by
Shaban Cawn deceased Was she or was she Not formerly a
Lawful and Married Wife and Supposed to be
Such and Reputed as his Wife If you do set forth the same together and every
Circumstance relative to the Marriage or pursuant According
to the best of your knowledge Remembrance and belief so far
as you have heard

4th Do you or do you Not know or have you Not heard that
Estate and Effects was left by the said Shaw Cawn at the
time of his Decease at Rabat or elsewhere If you do you or do you
Not know or have you or have you Not heard of any Bond and
Contract entered into by Cawn to the Deceased during part
of the Estate of you Do you not know or have you

Defendant Office to and took the Oath in such case
of the said Court have been heard and Examined upon
Interrogatories by Affidavit and Depositions taken
of your knowledge known and believe and
heard Report upon Petition and Examination
heard of any such or Matter of Fact
Deposed Defendant known the Complainant in the Cause
you do know the Report stating Interrogatories
of you or either Defendant and believe the
Defendant known the Complainant in the Cause
Defendant and Petition duly sworn and Deposed
to the Truth of your knowledge known and believe
whether the Matter set forth in the said Petition
is true or not of the said Defendant known and believe
concerned in Affidavit according to the Standard
Evidence of the Matter and to Examine and Report
Affidavit and Petition and being Members of the said
Examined duly sworn and Deposed
Defendant known and believe to the said Interrogatories
Jan'y 5. Report of Commissioners dated 31st Dec. 1800
Commissioners Report Petition Affidavit
Report of Commissioners Petition duly sworn
Affidavit left Office of the Complainant
Report of Commissioners Petition duly sworn

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Commissioners and Belief

Jan'y 6 Deponent known or 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 or the Cause that may tend to the Complt's advantage of the Compl'ts Cause that you may tend to the Benefit or advantage of the Compl'ts Cause Declare this Deponent known or you know have been informed or do believe together on the 6th day of January Instant Upon their Oaths as follows and Subscribed Respectively Interrogated

Geo. A. Hazzard
Att'y Compl't

Mayor Courts
Madraspatnam

Between Antonio de Rozario by Trans his Att'y of Bourg Burby of Madras Inhabitant Compl't and Sebastian Cruz and Samuel Cruz of the same place Inhabitants Defendants

On the Part of the Complainant

Deposition of Witness produced taken on the Cause by and before the Commissioners this Court as follows

Shaik Cramud of Pursaing but at Purasawalk Madras Cooper Aged 65 Years duly sworn being produced and Deposeth on the Oath on the Part of the Complainant taken on the 22nd day of Feby 1798 Signed at the Office of the Charles Bromley who is Attorney for the Defendant by Commissioners Mr. Interpreter to him or to the Name to Ward Slave of a Native of Coromandel who also sworn on the same Day being sworn and the 2nd Deponent and after on the same Day being sworn and Examined Deposeth as follows

1st

Filed 28th July 1790.

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Shewith unto this
Honble Court your Orator Nathaniel Dance Esquire Lieutenant in the
Service of the Honble East India Company Executor Named in the last
Will and Testament of Thomas Williams Deceased by the Words of this
Honble Court May appear by Stephen Popham his Attorney that Jonathan
Hogg of Madras Inhabitant Mariner indebted unto your Orator in the Sole
and Just Sum of One hundred Pagodas Current Money of Madras
Money of Great Britain at the Rate of Eight
Shillings Sterling Money of Great Britain at the Rate of Eight
for the Inspection of this Honble Court and which your Orator
may be taken as part of this his Bill of Complaint and the Original
when Signed and your Orator further shewith unto this Honble
Court that the hath frequently made application by Message
the Payment of the said Sum of One hundred Pagodas

Thereupon and Your Orator Praying this Honble Court
the said Jonathan Hogg Personally and Personally be Compelled to pay the
Sum or Sums unto your Orator Payment of the said Sum Bearing
the Date as your Orator Prays aforesaid Relief Such as to this
Honble Court shall Appear meet to be given and good Conscience
to be Decreed therefore that the said Jonathan Hogg may upon his
Corporal Oath full True and Perfect Answer make to all
and Singular the Matters and things herein before set forth
and

Major Coastal
Madrasphatnam

Tuesday the 6th Day of August
Anno Domini 1700

Present
Edwd John Holland Esqr Mayor
Cotton Bourchier Dent and Edwd
Saunders Aldermen

Between Nathaniel Dance Esqr
Late in the Service of the Honble East
India Company Counter Manded in the
Court Writ and Testamur of Thomas
Williams Demand Sworn by the Bounds of this
Honble Court May Appear by Stephen
Popham his Attorney Complainant and
Sowdas Naga of Madras Inhabitant
Defendant

The Defendant being in Court and Acknowledging
the Justness of the Complainants Demand This Court doth
therefore think fit to Order and Decree and doth Accordingly by Order
and Decree that the Defendant Shall pay unto the Complainant
the Sum and Sum of Five Hundred Pagodas Pags 1000 = /
to gather with Such Interest as may Shall hereafter become
due thereon with all Costs of Suit
to be made to all Costs of this Suit

J. Holl

To the Honble the Mayor Court at
Madrasapatnam

Sheweth

Your Petitioner found Debt of
Pagodas to the Honble Court
Pagodas
Your Petitioner humbly prays
Honble Court
Petitioner
Court
Pagodas

Madrs 5th August 1726

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining
Court
Pagodas
Court
Pagodas
Court
Pagodas

Petitioner Recommended an Assignment with a Power of Attorney hereunto
Annexed for the Inspection of this Honble Court and obtaining a Rule
Pagoda May be Absolutely Assigned of this Bill of Complaint the Original
Assignment and Power of Attorney being now Produced by
and Copy to be Perused for the Inspection of this Honble Court of
Pagoda and your Orator further Sheweth that to this Honble Court
Petitioner has frequently and even Recently Requested the
Payment of the Said Sum of Fifty Eight Pagodas Thirty four Fanams
and forty Cashes

Pagoda

Pagoda

Pagoda

Know All People to Whom this Present Shall Come Greeting Whereas
We Natives of Madras Inhabitants On the Ballance of an Account Current
herewith Annexed bearing date the Sixteenth Day of May 1779 Stand Indebted
unto Abbas Minchy of Madras Inhabitant in the Sum of 38 Pagodas 35
Fanams and forty Cash Current Money of Madras Now Know ye
that the said Abbas Minchy for Valuable Consideration to him
in hand paid by Nanjeppa Rodrigues of Madras Inhabitant at or
before the Sealing and Delivery of these Presents the Receipt Whereof
is hereby Acknowledged the Said Abbas Minchy hath Assigned
and Transferred by these Presents doth Assign and Transfer unto the
Said Nanjeppa Rodrigues the Said Account Current and the Money
Due Owing or Payable thereupon and all his Right and
Demand and Interest Thereupon and all his Right and
Interest of in and to the same And every part thereof And the Said
Abbas Minchy for Himself his Executors Administrators and Assigns
Doth Make Constitute and Appoint and by these Presents Doth Make Constitute And
Appoint the Said Nanjeppa Rodrigues his Executors Administrators and
Assigns full Power Authority and Lawful Attorney for him and
in his Name and for the Use and Benefit of the Said
Nanjeppa Rodrigues his Executors Administrators and Assigns to Ask
Demand Sue for Recover and Receive of and from the Said
Persons to Whom the Said Account Current is Owing and Payable
as Aforesaid Giving and Granting unto the Said Nanjeppa Rodrigues his
Executors Administrators and Assigns by these Presents full Power
and Lawful Authority to Do and Perform all and every Act and
Thing whatsoever Requisite and Necessary to be Done in and about the
Premises as fully and Effectually to all Intents and Purposes as the
Said Abbas Minchy could or might do if these Presents were not made
And Upon Receipt of the Said Money Debts or Sum or Sums of
Money Due and Owing upon the Said Account Current to Give
Sufficient Discharges for the Same And Upon Non Payment
Thereof to Use all Lawful Means for the Recovery thereof
And Generally to Do and Perform all other Acts Matters and

Benefit of Advantage and Exceptions in the said Bill of Complaint
Contained for Answer thereunto or unto Answer thereof the Defendt
is Advised Material for him to make Answer thereto and Saith that
desires to Stand Indebted unto the said Complainant or unto his said
Attorney in the Sum of 38 Pagodas thirty five fanams and forty
Eight Cash as mentioned Vagueley & Uncertain and Denies any
of Complainants and the Account Current thereto Annexed Denies any
other Sum or Sums of Money whatsoever and the Defendant further saith
that the Sum of 10 Pagodas Credited this Defendant in the Account
Current Annexed to the said Bill of Complaint as an Encouragement
for this Defendant to Endeavour from time to time that he paid to One Boula Vanoly
by desire of the said Complainant the Sum of Eleven Pagodas and
not the Sum of 10 Pagodas Only and this Defendant doth aver that
that he doth Insist and will Maintain that he has paid on Account
of the said Complainant the Sum of fifty two Pagodas for which
Credit is given this Defendant in the said Account Current that is
to say the Sum of 36 Pagodas and twenty four fanams paid by the
desire of the said Complainant unto one Chingalay Dubash
and the Sum of sixteen Pagodas and Seventeen fanams also paid
by the desire of the said Complainant unto one Challapah the said
Complainants Servant the whole which was so paid by this Defts
and Insisted by the said Challapah as full of the Balance due to
him Made the said Complainant and which said Matters not fully
and at large Appear by an Account hereunto Annexed for the
Inspection of this Honble Court to which this Defendant most
humbly Craves Leave may be Allowed

D

582

583

297

Test the 12 Jany 1778

The Replication of Sarah Kennedy
of Madras Inhabitant by his Attorney Nonsuit
against the Answer of Elizabeth
Rodrigues & the same plaintiff to the Answer of Elizabeth
of the same place Inhabitant

This Replicant now and at all times hereafter saving
and reserving unto herself all and all Manner of benefit and Advantage
of Exception to the many Uncertainties Insufficiencies
and Imperfections in the said Answer contained for Replication
thereunto Saith that her Bill of Complaint and the Answer thereunto
Annexed and all and singular the Matters and things therein
Contained are good true Certain and sufficient in the Law to be Answered
unto in such Manner and form as the same are therein and thereby
Set forth and Alledged and that the said Answer of the said Defd
And the Answer thereunto Annexed are very untrue Insufficient
And unsufficient in the Law. And for further Replication to the said
Answer this Replicant saith that she doth still abide by and stand
by her said Bill of Complaint and the said Defendant ought to be
compelled to make a full and perfect Answer to the same
as is therein and hereby required Notwithstanding
the said Answer thereunto Annexed Notwithstanding
Anything by the said Defendant Alledged to the Contrary in his
said Answer

This Replicant further saith that she doth also hereby
Insist and maintain that the said Defendant did
Pay to this Replicant by the Means of the said Kenta Kennedy
Only 110 Pagodas only instead of 111 Pagodas as by the said

[illegible] Said Court and did Agreed thereto the Respt to pay to the Respt
Said Defendant 10 Pagodas Only Part of the Amount of the said
Decree whereof it appeared to them to be due by the Respt to
the said Defendant which the Respt Accordingly did
and More fully and At Large Appear by the Accounts Current
and Memorandum Annexed to the Respts Bill of Complaint to which said
Answer to the Respts Bill of Complaint Reference being had
2 Sums of 113 Pag^{s} and 12 Pag^{s} Make the Sum of 125 Pagodas
the Amount of the said Decree the Respt further Saith
that After the Expiration of the said Time of 15 Days the said
Arbitrators Memorialized and Requested the Said Defendant
the said Money but finding it to no Effect Caused the
Respt to pay Whether the Respt Could Obtain Payment
thereof from the said Defendant did pay unto the Respt
the Sum of 10 Pag^{s} instead of Eleven Pag^{s} as above Mentioned
which the Respt hopes to Prove in due time to the Satisfaction
of this Honble Court the Respts Answer to the Charge of Fifty
Pagodas which the said Respt says the said Defendant
Could Justly the Amount Annexed to his said Bill of
Complaint the Respt Admits to be due the Months of Sept^{r}
last the Respt did send this Amount Chellapah
to the Defendant to Demand the Ballance of the Respts
Account Number 58 Pagodas 35 fanams and 18 Cashes which
the said Defendant did send to the Respt
10 Pagodas and 17 fanams which the Respt Immediately
Returned the said Chellapah to Return back to the said Defend^{t}
Not the Ballance of the Account which he Never

Custom in such Manner as Therein is Alledged and Expressed this
Defendant Also Saith That the said Restipulation of the said Complts
Counsellors Anderson Jeffreys in the Same to be Expounded unto by
the said Defendant for Answer to Sett and Confess therein
Contained and this Defendant Again Admits to Stand Indebted unto
the said Complainants in the Sum of 58 Pag 35 fans and
Sixty Eight Cash as in most Ungently Sett forth by the said Complts
in their said Bill of Complaint and Whereunto this said
Defendant Refers himself for Answer to the said
Restipulation or any other Answer Some or Monyments Satisfaction
All Which Matters and things this Defts
is Ready to Aver and Prove as this Honble Court Shall direct
and therefore Prays as before this said Answer he hath
Already Prayed

Dan Shaw
Defts

Interrogatories to be Administered
to such Witnesses as Shall be produced
and Sworn and Examined on the part
and behalf of the Complainants in
Certain Cause Now depending and
at Issue in the Honble the Mayors
Court at Madraspatnam Wherein Thos
Vansittart Madraspatnam Merchant by his
Attorney Named for Instigation of the
same place Inhabitants is Complainant
and Dan Shaw of the same place Esqr
Defendant

Commanded to the said Defendant and did order Not the said
Defendant own and Allow of the Same and Agree thereto as promised
to Comply therewith
Did you or did you Not at any time or times after the Expiration
of the time limited or mentioned by you for Payment & demand
thereof use your Endeavours to Procure or get the Money which was
by your decision to be paid from him the Said Defendant If Not
& did or did not the Said Defendant Pay the Same or what did he pay
or did you not Request the Said Complainant therewith and
desire him the Said Complainant to Procure it somewhere or
from whom Said Complainant to Procure it somewhere or
from whom the Said Complainant the Said Matters Ordered to
If Know you and how the Substance of this Matter Ordered to
the best of your Knowledge Remembrance and belief fully
and Particularly Declare
To Interrogate 6 Did or did you not the Complainant on this Cause at
any time or times in the Year 1777 Adduce unto you and Demand
of the Defendant in this Cause the Ballance of the Accounts
in Question or Said for or any any and what Sum of
Money If Yea did you Not go to the Said Defendant and Demand the
Same Accordingly If Yea did or did not the Said Defendant
Acknowledge the Said Debt or did Not the Said Defendant
deny the Same or what did the Said Defendant Say about
the Said Defendant Say about the Said Demand Declare
not the said Defendant debts accounts you any and what Sum
of Money to be paid unto the Said Complainant on Account
of Money to be paid unto the Said Complainant on Account
of the Said Debt If Yea did you or did you

30

On the Part of the Complainant

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

Priddy Veneby of Madison Parish aged 32 Years or thereabouts
being Produced as a Witness on the Part of the Complainant was
on the 16 Day of March 1790 Sworn and Examined at the Office of Mr Daniel Shaw
where Attorney for the Complainant to be also last Previous Notice of the Time
& Place of the Taking of the said Deponents and afterwards on the same
Day being Sworn and Examined Deposeth as follows viz

1st To the First Interrogatory this Deponent Saith she doth not know the
Complainant & Knows Nothing of this Cause and that he hath
Defendant Wm Nash in this Cause and that he hath
known him Ten Years and More Saith She Knows Nothing
known from Ten Years and More Saith She Knows Nothing

2d To the Second Interrogatory this Deponent Saith that the Defend
in the Above Cause on or about the Month of November
1776 did pay Pay this Deponent some Money on that
of the said Complainant and that to the best of this
Deponents Recollection Eleven Pounds was the Sum which
the said Defendant so paid this Deponent on the
of the said Complainants account more than Six Months
of the last Interrogatory

Sworn Before Me

Wm Nash
Examr

Mayor Council
Hamilton

Between

Complainant

Defendant

Defendants of the Complainant

Arbitrator to Inspect into & Decide a Dispute between them Expressing
some Difficulties in this Cause and Some Proofs on Commission
the said Defendant Alledged he had Agt the said Complainant
and that this Honble Court Inspect into and Consider of their
Matters and Accounts And Particularly of the Claim Made by
the said Defendant upon the Complainant and that this
Defendant did Most Materially Considering the Claims of both
Parties Verbally Agree About the Month of November 1776 that
the Defendant Should pay the Complainant Six hundred and
odd Pounds that this Deponent does Not Remember what
Time Limited for his Paying the said Sum and that such his
Decision was Communicated to the said Defendant and that
the said Defendant did Assent of the same and Agree thereto
and Promised to Comply therewith and that this Deponent
Did After the Expiration of the time so Determined
by this Deponent for Payment of his Endeavours to Procure
of the Money to him thereby Decreed to be paid
from the said Defendant and that this Deponent
Verily Believe that the said Defendant Some time Since
Money and Said he was going to pay the the Complt
the Cause and that this Deponent believes that the said
Defendant made Payments but this Deponent does not
know Limited Thereunto and that this Deponent did
Demand of the said Defendant

Some Discussion Questions or this Cause and Account or Claim with the
the said Defendant Alledged he had Agreed with the said Complts
and that the Deponent did Enquire into and Consider of the
said Matters Said Accounts and particularly of the Claim made
by the said Defendants upon the Complainant and that the
Deponent did on or About the Month of November in the
said Year 1776 Often Maturally Considering and thoroughly
weighing the Matters in Dispute Verily Argue that the
Defendant Should Pay unto the Complainant One hundred
Pounds and that such Discussion was Communicated to the
said Partners and that such Discussion was Communicated to the
said Defendant who Agreed thereto and Promised to the last of this
Deponents knowledge to Pay the Aforesaid sum of fifteen
Pounds within Twenty Days but this Deponent did Not Often the Expiration of
the time limited or mentioned for Payment Demand the Due
his Endeavors to Encourage the Complainant was by his
Decision to be paid from him the said Defendant but
Denied the Complainant to Encourage him and Assured this Dept
he heard that the said Defendant paid part of the said Money
to Mr. Not Known Hammersh and Mr. Not Known
of the Town of Lenbury Esq
Deponent

Worth
Examined

(576)

Mayor Court &c Between

Hadrian Hadman

Complainant

Depositions of Witnesses taken &c

Between

Richard Stock

Defendant

Exhibited &c

(27)

541

the Defendant did Inspect into and Consider of the said Matter and Deliberately
of the Bill Made by the said Defendant upon the Complainants
And that the Defendant did on or About the Month of November
in the said Year 1776 After Examining All the Accounts and Vouchers
of both Parties and Maturely Considering of the Circumstances of the
aforesaid Matter in dispute Verbally demanded that the said Defendant
should pay unto the Complainant on the same Immediately the
Hundred and two Pounds or thereabouts and that such his Decision
was Communicated To the said Defendant and that the said Defts
did Hem and Allow of the same and did Agree to pay the same and that
the said Defendant has the Defendant Since Made 2 Payments
to the said Defendant but the Defendant Knows not to what Amount and that the Complt after
all the same Not known to what Amount and that the Complt after
the Expiration of the said Month did Apply to Defendant to get all together
the Money so awarded and due to the said Complainant and
to the Defendant in his Name and the same Paid and now
to the Defendant in his Name and the same Paid and now
Saith Nothing more or the Last Interrogatory

Sworn

Mayor Court &c Between Richard Stock Attorney
Hadrian Hadman Acting for Managers of Messrs Inhabitant
Complainant and Witness of the same Part
Inhabitant Defendant
On the Part of the Complainant

Depositions of Witnesses taken by and before

Chillingworth

Interrogatories to be Administered to Such Person or Persons as shall be Produced and Examined on the Part and Behalf of the Defendant Thomas Chillingworth

1st Interrogatory Do you know the Parties to this Cause and Each of them and how long have you known them

2d Interrogatory Do you know or believe that the Defendant Thomas Chillingworth was Indebted to the Plaintiff Richard Ballance in the Sum of Twenty Pounds Ten Shillings Current Money of Virginia or any other and what Sum on the Twenty Fifth Day of December in the Year of our Lord One Thousand Seven Hundred and Seventy Six and for what Cause and Consideration was he so Indebted

3d Interrogatory Do you know or believe that the Defendant Thomas Chillingworth hath Paid the Said Debt or any Part thereof to the Plaintiff Richard Ballance or to any other Person for his Use and when and where and in what Manner was the Same Paid

4th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Released the Said Debt or any Part thereof to the Defendant Thomas Chillingworth and when and where and in what Manner was the Same Released

5th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Assigned the Said Debt or any Part thereof to any Person and to whom and when and where and in what Manner was the Same Assigned

6th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Received the Said Debt or any Part thereof from any Person and from whom and when and where and in what Manner was the Same Received

7th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Commenced any Suit or Suits against the Defendant Thomas Chillingworth for the Recovery of the Said Debt or any Part thereof and when and where and in what Manner was the Same Commenced

8th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Recovered any Judgment or Judgments against the Defendant Thomas Chillingworth for the Said Debt or any Part thereof and when and where and in what Manner was the Same Recovered

9th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Taken out any Execution or Executions against the Defendant Thomas Chillingworth for the Said Debt or any Part thereof and when and where and in what Manner was the Same Taken out

10th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Received the Said Debt or any Part thereof from any Person and from whom and when and where and in what Manner was the Same Received

11th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Commenced any Suit or Suits against the Defendant Thomas Chillingworth for the Recovery of the Said Debt or any Part thereof and when and where and in what Manner was the Same Commenced

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89th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Taken out any Execution or Executions against the Defendant Thomas Chillingworth for the Said Debt or any Part thereof and when and where and in what Manner was the Same Taken out

90th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Received the Said Debt or any Part thereof from any Person and from whom and when and where and in what Manner was the Same Received

91st Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Commenced any Suit or Suits against the Defendant Thomas Chillingworth for the Recovery of the Said Debt or any Part thereof and when and where and in what Manner was the Same Commenced

92d Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Recovered any Judgment or Judgments against the Defendant Thomas Chillingworth for the Said Debt or any Part thereof and when and where and in what Manner was the Same Recovered

93d Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Taken out any Execution or Executions against the Defendant Thomas Chillingworth for the Said Debt or any Part thereof and when and where and in what Manner was the Same Taken out

94th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Received the Said Debt or any Part thereof from any Person and from whom and when and where and in what Manner was the Same Received

95th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Commenced any Suit or Suits against the Defendant Thomas Chillingworth for the Recovery of the Said Debt or any Part thereof and when and where and in what Manner was the Same Commenced

96th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Recovered any Judgment or Judgments against the Defendant Thomas Chillingworth for the Said Debt or any Part thereof and when and where and in what Manner was the Same Recovered

97th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Taken out any Execution or Executions against the Defendant Thomas Chillingworth for the Said Debt or any Part thereof and when and where and in what Manner was the Same Taken out

98th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Received the Said Debt or any Part thereof from any Person and from whom and when and where and in what Manner was the Same Received

99th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Commenced any Suit or Suits against the Defendant Thomas Chillingworth for the Recovery of the Said Debt or any Part thereof and when and where and in what Manner was the Same Commenced

100th Interrogatory Do you know or believe that the Plaintiff Richard Ballance hath Recovered any Judgment or Judgments against the Defendant Thomas Chillingworth for the Said Debt or any Part thereof and when and where and in what Manner was the Same Recovered

(Dec)

(Dec)

(Dec)

(121)

Mayors Court at Madraspatnam

Between

Depositions of Witnesses taken on the Part of the Defendant

Pondatarmaly

Changlavay

Mayors Court at Madraspatnam

Between Abraham Bishop Attorney of Nicholas Rodrigues of Madras Inhabitant Complainant and Ralph Asplett of the same place Inhabitant Defendant

On the Part of the Defendant

Depositions of Witness taken in the Cause and Depos the Common the Court as followeth

Coondapillay of Madras Coompety Aged 23 Years being Sworn and Examd on the Part of the Defendant saith that on the 3d day of September 1774 Summons Issued out of the Office of Mr John Sydenham Attorney for the Complt by Coondapillay Servant who also Left them Writts of the Name & the Abode of the said Defendant And Afterwards on the same day being Served and Examd Depos the as followeth

1st To the first Interrog this Deponent Saith that he doth know the Complainant in this Cause and that he doth know him 3 Years and that he doth know the Defendant in this Cause And that he doth know him About the Same time and Never at Most to the Interrogs

2d To the 2d Interrog this Deponent Saith that about Four or 5 Months Ago himself and the Complt came and Demanded of the Defendant Some Money but this Deponent does not know the Sum of the Defendant Some Money but this Deponent does not know the Name of the said Person who they Demanded the Money of as Bottoms due from the Defendant to the said Complt this Deponent does not know by whom they Demanded the Same or whether they Demanded this Defendant this Deponent knows Money was paid the said Person but doth not know how much Money was paid

Sworn Dd Mon Sixth Nov 1775 before the Court Entry

Brown

E.F.

Mayor Court at Madraspatnam

Belaven Admr Cumdatq by his Attorney Nowsjee Rodrigues of Madras Inhabitant Complainant and Wupa of Madras Inhabitant Defendant

On the Part of the Defendant

Deposition of Witness taken in this Cause by and before the Commissioners this Court Appointed as a Mutual Court on the Part of the Defendant made on the 8th day of July 1779 at the Office of Mr John Sykes Attorney for the Compt. Sworn on Book at the Office of Mr John Sykes Attorney for the Compt. who also saith he is a Native of the Name of the Name Title And Place of abode of the Said Deponent And Afterwards On the same Day being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Dep.t saith that he doth know the Compt.t in this Cause and that he hath known him Years and that he doth also know the Defts. in this Cause and that he hath known him Years and

More for the Next to this Interrogatory

To the Sixth Interrogatory this Deponent saith that About 12 years ago this Deponent was Present at the said Defendant's house when he this Wispah came to the Defendant And wanted to Return a Sum of Money which he had Received from the Defendant as a Ballance due to the Said Compt.t and this Deponent then and there Remembers the Sum the Said Chittapah wanted to Return but Remembers that the Defendant did Not Accept the Said Sum that the Defendant was Provided then and there with the Said Sum and Refused to Receive the same and that the Said Chittapah Conversation had Passed between the said Chittapah

Deponent

(604)

Mayors Court
Madraspatnam

Between

Examinations

Additional Interrogatories

To be Administered to such Person or Persons as shall be produced
& Examined in a certain Cause now depending
& undetermined in the Hon^ble the Mayors Court
at Madraspatnam wherein Lhelli Venkaty
of Madraspatnam inhabitant is Plaintiff
by his Attorney Narrain pore Degreo of Madras
Inhabitant Complainant and Ellapah
of the same place Inhabitant Defend^t
On the Part and Behalf of the Defend^t

Produced the } Do you know the Parties Complainant and Defendant
Witnesses } in the Bills of their Suitors Named or any or either of them
and how long have you known them or either and either of
them Distance

1st Interrogation Do you know any Note or any Time and how
long ago Demanded when the said Complainant Orders or directed
the Defendant to pay unto One Thungla yya and what
Sum of Money If yea from what Reason and on what Account
was the Money so Ordered to be paid Do you or do you not
know or how you Not heard at any time and when from any
Person or whom that it had paid any and what Sum of
Money to the said Complainant and which it had
Received from the Defendant If yea on what Account
or from what Consideration was the Money Received from
the Defendant Do you know or do know Set forth &
Declare the whole of the Matter According to the best of
your Knowledge Remembrance and belief Together with
the Reasons why you so Believe fully and Particularly

(610)

(611)

Mayors Court at Madraspatnam

Between [illegible] Merchant by his Attorney [illegible] Nainapa Pedagapa of Madras Inhabitant and Dubash of the same Complainant and [illegible] Dubash of the same Inhabitant Defendant

On the Part of the Defendant

Depositions of Witnesses taken on the Cause hereto annexed

Witnesses on the Part of the Defendant

[illegible] of Madras Merchant Aged 31 Years on the Holy Gospels being Sworn in the Cause on the Part of the Defendant saith on the 8th day of [illegible] last past at the Office of Mr John Sykes Gentleman Attorney for the Complt. also to the Person of the Name of [illegible] and Plan of Madras of the said Deponent Sworn and Examined Deposeth as follows

To the first Interrogatory this Deponent saith that he doth know the Complt in this Cause and that he hath known him 5 Years and that he hath also known the Defendant in this Cause and that he hath known him about 10 Years and Upwards that he is a Native Inhabitant of Madras

To the second Interrogatory this Deponent saith that about 13 Years ago he was Employed by the Complt and Defendant to Collect the Dues from the Inhabitants of Pedda Pedda Cuppam and Chinna Cuppam belonging to Pursewaukum and that he did so for the space of 3 Years and upwards and that he hath been told by the Defendant that there was due to the Complt 35 Pagodas for Rent and at the same time told the said Deponent that he should Endeavour to Collect the Remaining Balance being 16 Pags and 17 Fanams and that the Money that he the said Deponent was to pay unto the said Chinglavy was on Account of Wages due to the said Chinglavy from the said Complainant but whether the said Defendant Delivered any Money to the said Chinglavy this Deponent cannot say

To the third Interrogatory this Deponent saith he hath not any Interest in the Matter or things herein Interrogated for nor is he any Relation to either Party

To the last Interrogatory this Deponent saith Nothing more than what he hath already Deposed to

Sworn before me the 8th day of [illegible] 1755

[illegible] Mayor

[illegible] Clerk

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