Minutes Clerk

Bloodworth

Vol 41

Dec

41

[illegible]

1 : (39)

To the Hon^ble the Mayor's

Court at Madraspatnam

Humbly Complaining sheweth unto the

[illegible]

[illegible]

[illegible] in the full and Just Sum of

[illegible] the Pagodas and Eight fanams Current Money of Madras

making in Sterling Money of Great Britain at the Rate of Eight Shillings

[illegible] Pagoda [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

of the [illegible] Sum of Eighty [illegible] the Pagodas and Eight fanams

But now so it is [illegible]

[illegible]

[illegible]

[illegible]

[illegible] Rangal [illegible]

[illegible]

1st Aug 1780

The Ballance [illegible]

[illegible] Day of [illegible]

[illegible]

[illegible] Day

[illegible]

Edw. Peter Holland

Dr. Narrainah Naick Brother and Heir of Conner Lingamah Naick in Account Current with Collaunspakam Naick Deceased

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1778 January | 1. | To the Amount of your Brothers Mortgage Bond of the date [illegible] 70 [illegible] Deceased | 70 | | 1778 June | 24. | By the Collection of Pagodas [illegible] 115 [illegible] of Pagodas | 9. | 21. |
| | | To the Ballance of Interest [illegible] Mortgage Bond at 21 [illegible] in all 313 [illegible] of Pagodas | 22. | 29. | | | By Ballance | 89. | 8. |
| | | Pagodas | 92 | 29. | | | Pagodas | 92 | 29. |

Fort St George 1st July 1780

A true Copy [illegible]

To all to whom these Presents shall Come Greeting Whereas Narrainah Naick Brother and Heir of Conner Lingamah Naick of Madras Inhabitant Deceased the Ballance of an Account Current bearing date the 1st day of July in the Present Year of Our Lord 1780 stands due to Deceased Collaunspakam Naick of the same Place Inhabitant in the sum of Eighty Nine Pag. and Eight fanams Current Money of Madras as in and by the said Account Current may Appear Now know ye that the said Collaunspakam Naick for Valuable Consideration to him in hand Paid by William [illegible] of Madras Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof he doth hereby acknowledge

[illegible]

said William Lunock that he the said Cellimpaham Ninapah hath Not Received nor will Receive the [illegible] 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 Permit and Allow of all lawfull proceedings for the Recovering thereof by the said William Lunock Saving the said Cellimpaham Ninapah harmless of And from Any Costs that May happen to him thereby In Witness whereof the the said Cellimpaham Ninapah hath hereunto Set her hand and Seal in Madras this fifth Day of May 1731.

Sealed and Delivered
(where no Stampt Paper is to be had)
In the Presence of
[illegible]
[illegible]

Ninapah (L.S.)

A true Copy
Popham

Mayors Court at Madraspatnam

Tuesday the 3.d Day of July Anno Domini 1731

Present

Mr. James Cott Senior Alderman
Edwd. Saunders and Robt. Duncan Munro
Aldermen

(602)

Between [illegible] Complainant [illegible] [illegible] Robert Kelly [illegible] Defendant [illegible]

It Appearing by the Records of the Court [illegible] the Defendant [illegible] the Complainant [illegible] the Court [illegible] the Defendant [illegible] the Sum of Eighty Nine Pagodas and Eight fanams [illegible] together with all [illegible] of this Suit

Per Cur.

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Fil'd 9th April 1781

4 (603)

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

Humbly Complaining Sheweth unto this Hon'ble Court your Orator [illegible] Lieut. Colonel of the Artillery in the Service of the Hon'ble United Company on the Coast of Coromandel That Robert Kelly Esquire Major of Infantry in the said Service Stands Justly and truly indebted unto your Orator in the full and just Sum of Two Thousand Eight Hundred and Ninety two Pagodas Thirty Nine fanams and forty Cash Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for one Pagoda the Sum of [illegible] thousand [illegible] hundred and fifty seven Pounds three Shillings and [illegible] pence being the Amount of Principal and Interest due to your Orator by Virtue of a ~~[illegible]~~ Mortgage Bond Indenture and given by the said Robt. Kelly to your Orator as Security for the Consideration therein Mentioned a Copy of which [illegible] Document [illegible] is hereunto annexed for the Inspection of this Hon'ble Court and which your Orator prays may be taken as part and parcel of this your Orator's Bill of Complaint And Whereas your Orator hath frequently and in an Amicable Manner requested Payment from the said Robert Kelly of the said Sum of Two Thousand Eight Hundred and Ninety two Pagodas Thirty Nine fanams and forty Cash.

But now so it is and may it Please this Hon'ble Court the said Robert Kelly Obstinately and wrongfully refuses to Pay the Same or

(604)

[illegible]

Mayors Court [illegible]

[illegible]

19th April 1781
The Bill was [illegible]
[illegible] Day of
[illegible]
[illegible]
Day

Chas. Bromley

Benjamin Roebuck

---

5)

Know all Men by these Presents that I Robt Kelly of [illegible]
Captain in the Service of the United English East India Company on the Coast
of Choromandel am held and firmly bound unto Edwd Lewis Esq. of [illegible]
[illegible] in the Penal Sum of Ten thousand Nine Hundred and thirty
Six Pagodas Twenty Eight Fanams and forty Cash for the Payment of
which well and truly to be made to the said Edwd Lewis his Executors Administrators
and 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 Saint George this Twenty fifth day of August
in the year of Our Lord One thousand Seven hundred and Eighty
Whereas the Above bound Robt Kelly hath borrowed and received
of the Above Named Edwd Lewis the full and just Sum of Ten thousand
four hundred and Sixty Eight Pagodas fourteen fanams and twenty Cash
to bear Interest at the Rate of Twelve p Cent Per Annum Ten Months
from the Day of the Date hereof and for securing the Payment of [illegible]
the said Robert Kelly hath Mortgaged and Made over unto the said Edwd
Lewis all the Messuage Dwelling House Tenement and Ground Situate
lying and being in Fort Saint George in Charles Street Containing
in length from North to South Sixty Seven feet and in Breadth from
East to West Sixty three feet together with all and singular the [illegible]
[illegible] the Appurtenances thereunto belonging and appertaining

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Sworn at the Chambers of the [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Signed Sealed and Delivered
where no Stamped Paper is to be had
in the Presence of
[illegible]
Chas Bromley

Robt Kelly

Chas Bromley

Dr Major Robert Kelly in Account Current with Col. Edwd James Cr

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1780 August | 25 | To the Amount of three Months Bonds of this Date | 5462 | 16 | 20 | 1781 April 14 | By Balance due | 5892 | 39 | 40 |
| 1781 April | 14 | To Interest Due from the 25 day of 1780 to Day of 23 [illegible] | 429 | 23 | 20 | | | | | |
| | | Pagodas | 5892 | 39 | 40 | | Pagodas | 5892 | 39 | 40 |

Fort St George 14 April 1781
E. E.
Edwd James

Answd 2d Aug 1781

The Answer of Robert Kelly a Major in the Service of the Honble United Company of Merchants of England trading to the East Indies Defendant to the Bill of Complaint of Edward James a Colonel in the said Service Complainant

This said Defendant now and at all times hereafter saving and reserving unto himself all and all Manner of Benefit and Advantage of Exceptions in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as he this [illegible] advised is Material for him to Make Answer unto

[illegible]

Discharge of the said Bond and further that this Honble Court will order and Decree that same may stand and be used for a full Satisfaction of the said Bond and that the said Bond may be delivered up to this Honble Court to be cancelled upon the Defendant executing a proper Conveyance thereof to the Compl^t

And all which Matters and things this Defendant is Ready to aver Maintain and prove as this Honble Court shall Direct and Most humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf Most wrongfully sustained

Henry Dupuy

Wm Dupuy

To Mr Charles Beasley

Sir

On behalf of Roger Kelly in the Suit Commenced against him by Col. James for the Recovery of the Mortgage Bond I beg to inform you that Roger Kelly has done his utmost to pay off the Mortgage and take up his title Deeds deposited with Col. James but that he has been disappointed in the Receipt of Money which he intended for that Purpose he is now therefore [illegible] making to give Col. James every Satisfaction in his power by Surrendering the Mortgaged premises entirely to Col. James and will whenever agreeable to him execute any Conveyance of the Property therein which Col. James may be advised the Most effectual to make the same Secure

I am Sir your most obt

Your Sert

(40)

Mayor's Court at Tuesday the 2d Day of July
Madraspatnam Anno Domini 1751

Present

Mr. James Call Senior Alderman
Edwd. Saunders and Robt. Duncan
Munro
Aldermen

Between [illegible]

This Cause Coming [illegible]

[illegible]

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as aforesaid and hereafter become Due thereon till full Payment be Made also all Costs of this Suit.

[illegible]

Filed 21. March 1751

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator John Tierney of Madras Inhabitant that John Allison of the same place Inhabitant Stands Indebted unto your Orator in the full and just Sum of Thirty four Pagodas and Seven fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum Thirty Pounds Thirteen Shillings and four Pence as there will fully and at large Appear by an Account hereunto Annexed for the Inspection of this Honble Court to which Your Orator Most Humbly Refers and Prays that the Same May be Admitted as part of this his Bill of Complaint and Whereas your Orator hath both frequently and in a friendly Manner Requested the Payment of the said Sum of Thirty four Pagodas and Seven fanams But now so it is and May it Please this Honble Court the said John Allison Obstinately and wilfully Refuses to Pay the same or to give your Orator any Manner of Satisfaction touching the Premises Your Orator Prays a general Relief such as to this Honble Court Shall appear Agreeable to Equity

[illegible]

Mr. John Allison

1771 [illegible]

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Mayor's Court at Madraspatnam
Tuesday the 11th Day of July
Anno Domini 1781

Present
Benjamin Roebuck Esqr. Mayor
Thomas Cooper and Robert Hughes
Aldermen

Between John Turney of Madras Inhabitant Complainant And John Allison of the Same Place Inhabitant Defendant.

It Appearing by the Records of the Court that the Usual Rules have issued for the Defendant to Answer the Compl[ts] Bill which he has Neglected doing This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Deft shall pay unto the Complainant the full and Just Sum of thirty four Pagodas and Seven fanams (Pags 34. 7.) together with all Such Interest as now is or Shall hereafter become due thereon untill full Payment be made also all Costs of this Suit.

P. Cur.

To the Hon.ble the May[illegible]
Court at Madraspatnam
Humbly Complaining [illegible]

[illegible]

---

afford Relief such as to this Hon.ble Court shall appear agreeable to Equity and good Conscience To the End therefore that he the said Carit Kistnah Naig May upon his Corporal Oath 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 & purposes as if the same were here Again Repeated and particularly Interrogated And that he May be Decreed to pay unto your Orator the aforesaid Sum of Seventy three Pagodas thirty five fanams And fifty Cash with all Such Interest as now is or Shall hereafter become due thereon And all Costs of this Suit.

May it Please this Hon.ble Court to Cause the said Carit Kistnamah Naig to be Summoned And Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be And Appear before this Hon.ble Court at a Certain time and place to be by this Hon.ble Court prefixed And Appointed then and there to Answer to your Orator's Bill of Complaint and further to Stand to and abide by Such Order And Decree therein as to this Hon.ble Court shall Seem meet

John Sykes
Atty Compl.t

Carit Kistnama Naig ---- Dr

| | | | | |
|---|---|---|---|---|
| 1780 Sept. | 13 | To 11 Pieces of Cambrick @ 7½ Pag.s each |  | 75. -- |
| | | Deduct Custom from the Whole |  | 3. 15 -- |
| | | |  | 71. 30 -- |
| 1781 January | 21 | To Interest on D.o from the 13th Sept. to this Day being 4 mo. @ 9 p. Cent | 2. 5. 50 | |
| | | | Pags. 73 .. 35. 50 | |

To all People [illegible]

Payment thereof to the said Thomas Richardson his Executors and Administrators to sue for and receive the same and on Payment thereof to Release of the said Amount and give sufficient Releases or discharges therefor And one or more Attorney or Attornies under him to Constitute and at pleasure revoke the said Thos. Richardson and Attorney or Attornies under him shall lawfully do in the Premises the said Narain Chetty doth hereby Allow and affirm and the said Narain Chetty doth Covenant with the said Thos. Richardson that he the said Narain Chetty hath Not Received nor will Receive the said Money which become due on the said Account or any part thereof neither shall or will Release or discharge the same or any part thereof but the said Thomas Richardson saving the said Narain Chetty harmless and from any Costs that may happen to him thereby In Witness whereof the said Narain Chetty hath hereunto Set his Hand and Seal in Madras aforesaid this thirty first Day of January in the Year of our Lord One thousand Seven hundred and Eighty One

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

Francis Ritson

(LS)

(611)

Mayors Court at Madraspatnam

Tuesday the 1st Day of July Anno Domini 1731

Present

Benjamin [illegible] Esqr. Mayor

Thomas [illegible] and Robert Hughes

Aldermen

Between [illegible]

[illegible]

It Appearing to the Records of this Court [illegible]

[illegible]

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12 (619)

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

Humbly Complaining Sheweth unto this Hon'ble Court your Orator [illegible] of Madras Merchant [illegible] of the same place Inhabitant Stands Indebted unto your Orator in the full and just Sum of Ninety Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Thirty six Pounds [illegible] as does more fully and at large Appear by Copy of the Translation of a Mortgage Bond given and granted unto your Orator by the said [illegible] Bearing date the Ninth Day of October which was in the Year of Our Lord One Thousand Seven hundred and Twenty Nine hereunto Annexed for the Inspection of this Hon'ble Court and which your Orator prays May be Admitted as part of this his Bill of Complaint and Whereas your Orator hath frequently in an Amicable Manner Requested the Payment of the said Sum of Ninety Pagodas from the said [illegible]

But now so it is May it Please this Hon'ble Court the said [illegible] Obstinately and wilfully Refuses to Pay the same unto your Orator or any manner of Satisfaction touching the Premises your Orator 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 [illegible] may upon his Corporal Oath full true and [illegible]

[illegible]

[illegible]

24th [illegible] 1790

[illegible]

Entered pr Watson Reg.

---

which Mortgage Above Received and Examined of them the full and Just Sum of Ninety Pagodas Current Money of Madras which Sum I Promise to Re-pay before the 21st November Next with the Interest at the Rate of 12 p Cent. & in case of Default of Payment I Empower you to Sell the Mortgage Premises and Satisfy your Debt with Interest thereon Thus Voluntarily do give this Writing Mathew Moodillear and Romanza by the Knowledge Drawn by Cullathy Son of Chillapadee Conacka Manapilla

Witnesses Signed
Moodillear and Romanza

Signed Soonanaroyse

Above Translation as near as can be from the Original Malabar Language

A. Bishop

Attd Compd

Cast. Aug 1790

The Answer of Amanah Lady Soomanaroyse of Madras Inhabitant Defendant to the Bill of Complaint of Gideon Tooke of the Same place Compl.

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the Many Untruths Errors Uncertainties Insufficiencies and Imperfections in the said Bill of Compl. Contained for Answer thereunto or unto so much thereof as he is Advised doth Materially Concern him to make Answer

[illegible] and Saith that he absolutely denies to be

[illegible]

[illegible]

All [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

## General Replication

[illegible]

The said Replicant [illegible]

[illegible]

Ready and willing to aver Maintain and prove as this Hon^ble Court shall award and Most humbly prays as in and by his said Bill of Complaint he hath Already prayed.

M Dupuy
Att^y Repl^t

14

## The Rejoinder of Umanasaky [illegible] unto the Replication of Gideon [illegible]

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 Insufficiencies And Imperfections in the said Replication contained for Rejoinder thereunto saith He will aver Justify Maintain and prove all and Singular the Matters and things Contained in this Defendants Answer to be good Certain true and sufficient in the law to be replied unto in such Manner and form as therein And thereby Set forth and Alledged and that the said Replication is very uncertain and insufficient for this Defendant to Make any further or other Rejoinder thereunto and this Defendant further says as in and by his said Answer he hath Already said and doth And will Aver Maintain Without any thing and things therein Alledged Set forth.

All Which Matters And things this Defendant is ready and willing to aver Maintain And prove as to this Hon^ble Court shall award

[illegible]

(624)

Interrogatories [illegible]

[illegible]

To all the Witnesses 1st Do [illegible]

[illegible]

Mediah 2d [illegible]

[illegible]

15. (625)

A purporting to be a Mortgage Bond from Terunavancar to the Complainant in the title of these Interrogatories Named for the Sum of Ninety Star Pagodas [illegible] and whether every part of the said Bond is of your own Proper hand Writing of the said Terunavancar or by whom Declare the same as you know have been informed and do believe together with the Reasons of such your Belief

To all the Witnesses } Lastly Do you know of any other Matter or things or have you heard or can or have you Depose any thing touching the Matter in Question in this Cause that may tend to benefit or Advantage of the Complainant 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 Herein Particularly Interrogated

Wm Dupuy
Atty Complt

Translation of a Mortgage Bond or Obligation in the Malabar Language Dated the 9th October 1774

I Terunavancar of [illegible] give this Mortgage Bond to Mr [illegible] of [illegible] to say

On my Occasion I have Mortgaged my [illegible] situated at [illegible] village and Borrowed and received of you the Sum of 90 Star Pagodas Current Money of [illegible] which I promise to pay on or before the 20th November next with Interest as may become due thereon at the Rate of 12 p Cent in the fault of the said Payment then you are empowered to dispose my said [illegible] and paid yourself the Principal and Interest thus I give this Mortgage Bond by my

[illegible] Mutall [illegible] Mudelly and [illegible]

(626)

Witnesses [illegible]

[illegible]

Richd Dighton

Mayor's Court at

Madraspatnam

Between [illegible]

Depositions [illegible]

[illegible]

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16

(627)

16

Deposeth as followeth

1 ...... To the first Interrog. this Deponent saith that he doth know the Complainant Gideon Tuck in this Cause and that he hath so known him ten years and that he doth know the Defendant Teroonavaracar in this Cause and that he hath so known him ever since he can Remember and More Saith Not to this Interrogatory

2 ...... To the Second Interrog. this Deponent saith that the Deed or Paper Writing now produced and shown to him at this the time of his Examination Marked with the letter A purporting to be a Mortgage Bond given by Teroonavaracar to the Complainant in the title of these Interrogatories Named for the Sum of Ninety Star Pag.s is of this Deponent's own proper hand Writing and that he did write the same by Order of the Defendant in this Cause and he doth know and did see the said Defendant Named Teroonavaracar Set and Subscribe his Name to the said Mortgage Bond the Name Teroonavaracar being of the proper hand Writing of the said Teroonavaracar And More Saith not to this the last Interrog.

Richd. Dighton

Exam.d

Mayor's Court at Madraspatnam

Between Gideon Tuck of Madras Merchant Complainant and Teroonavaracar of the Same Place Inhabitant Defendant

On the Part of the Compl.t

Depositions of Witnesses taken in this Cause by and before the

[illegible]

Mayors Court at Madraspatnam

Tuesday the 11th Day of July Anno Domini 1721

Present

Benjamin Roebuck Esq.r Mayor

Thomas Cooper and Robert Hughes

Aldermen

Between Gideon Sells of Madras Merchant Complainant and Amana Sashy [illegible] of the Same place Inhabitant Defendant

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attorneys on both Sides on Reading the Complaints Bill and Copy of the Translation of a Mortgage Bond Annexed the Defendants Answer the General Replication the General Rejoinder the Interrogatories and Depositions on the Part of the Complainant and Hearing the Pleadings Matters of by the Attorneys and under Consideration had thereon This Court doth think fitt to Order And Decree and doth Accordingly Order And Decree that the Defendant shall pay unto the Complainant the full And Just Sum of Ninety Pagodas [illegible] — together with All Such Interest as remains or shall hereafter become due thereon untill full Payment is made also All Costs of this Suit to Pass

(630)

[illegible]

Dear Sir

[illegible]

Fort St George
[illegible]

Dear Sir

[illegible]

To the Worshipful the Mayor [illegible]
Court at Madraspatnam
Humbly Complaining [illegible]

[illegible]

---

18 (631)

a part of this your Orator's Bill of Complaint the Original of which is in your Orator's Possession and ready to be Produced when your Orator Required unto this Hon'ble Court that your Orator Served the Said Samuel Law in Capacity of Dubash and during which your Orator Resided with the Said Samuel Law your Orator expended the Said Sum of Twenty Nine Pagodas Four fanams and twenty Cash for the Use of the said Samuel Law your Orator further further Showeth unto this Hon'ble Court that he hath frequently and in an Amicable Manner Requested the Payment from the Said Samuel Law.

But now so it is May it Please this Hon'ble Court the said Samuel Law Obstinately and wilfully Refuses to Pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays a general Relief such as to this Hon'ble Court shall appear Agreeable to Equity and good Conscience to the End therefore that the said Samuel Law may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters And things herein before Set forth And Alledged as fully truly and Effectually to all Intents And purposes as if the Same were herein again Repeated And particularly Interrogated and that he may be Decreed to pay unto your Orator the Aforesaid Sum of Twenty Nine Pagodas Four fanams and twenty Cash with all Such Interest as in reason shall be after the Commencing thereof until full Payment be made also all Costs of this Suit,

(632)

[illegible]

Dr. Samuel Law [illegible] Chengleroy Cr.

[illegible]

Pagodas

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19 (633)

At a Mayors Court at Madraspatnam Tuesday the 17th Day of July Anno Domini 1741

Present

Benjamin Roebuck Esqr. Mayor

James Cait and Edwd. Garraw

Aldermen

Between Chengleroy of Madras Inhabitant Complainant and Samuel Law of the Same place Ensign in the Company's Service Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complts. Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Twenty Nine Pagodas four fanams and twenty Cash (Pags. 29. 4. 20) together with All Such Interest as is now or Shall hereafter become due thereon untill full Payment is made and all Costs of this Suit.

Per Cur.

Recd [illegible] Aug 1771

To the [illegible]

Court [illegible]

Humbly Complaining [illegible]

[illegible]

Sheweth that the said Nangadee Moota Comarien dies Possessed of very Considerable Estate both Real and personall and that the said Appah Moodelly as being his Brother and Next of kin Possess himself Pursuant to the Customs of his Cast of all and every the Estate and Effects of the said Nangadee Moota Comarien and Continues Still in Possession of the same your Orator further Sheweth that he has frequently and in an Amicable Manner requested Payment from the said Appah Moodelly as the Brother and Representative to the said Nangadee Moota Comarien of the said Sum of Ten thousand four hundred and thirty four Pagodas and Eighteen fanams

But now so it is and May it Please this Honble Court the said Appah Moodelliar Obstinately and wilfully refuses to Pay the same or give your Orator Any Manner of Satisfaction touching the Premises Pretending that your Orator Notwithstanding your Orator having duly Administered to the Estate Unadministered to the said Poonlaree Arnachellum Moodelliar and which have Come to the hands and possession of your Orator as son of the Executor Named in the last Will and Testament of Poonbarchee Comaree Coronadum And who had in his life time Administered to the Estate and Effects of the said Poonlaree Arnachellum Moodelliar by obtaining Letters of Administration from out of the Kings Ordinary in the Honble the Mayors Court and in whose Possession the said Cadjan Bond or Writing Obligatory was found undischarged that your Orator had no Right to Such said Cadjan Writing and which

(636)

[illegible]

231 (637)

[illegible] with such Interest as Damages shall hereafter become due [illegible] also all Costs of this Suit

May it Please this Honble Court to Cause the Said Appellant [illegible] to be Summoned And Required by the Sheriff of Fort Saint George Town of Madrapatnam And the Districts thereof Personally to be and appear before this Honble Court at a Certain time And place to be by this Honble Court prefixed And appointed then and there to Answer this your Orators Bill of Complaint And further to Stand to And Abide by Such Order And Decree therein as to this Honble Court Shall Seem Meet

Chas. Bromley
Popham
Att.y Compl.t

Madras 23d November 1764

I Mangadoo Mootoo Comarou [illegible] Do give this Bond unto Pondaree Anachellam Moodelliar that is to say on my urgent Occasion I have Borrowed And Received of him the Sum of [illegible] thousand and five hundred Star Pagodas Current Money of Madras which Sum is payable on Demand with Interest at the Rate of One P Cent [illegible] given this Bond with my Consent Witnesses Pungaloom Ramapah Moodelliar [illegible] Anachellam Moodelliar by their Knowledge

(Signed)
Mangadoo Mootoo Comarou

Witnesses
Signed
Pungaloom Ramapah
P. Anachellam

A True Translation as near as could be taken from the Original Malabar Language by [illegible] Sworn Court

[illegible]

Errors Excepted

[illegible]

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The said Defendant by Protestation not Confessing or acknowledging all or any of the Matters and things in the Complainants said Bill contained to be true in such Manner and form as the same is therein declared and set forth For Plea thereunto saith that the Compl.t ought not to Recover the Sum of Ten thousand four hundred and thirty five Pagodas and Eighteen fanams said to be due on a Cadjan Bond or writing Obligatory under the hand of Mangadoo Moodie Comarapah in his life time Bearing date the twenty third day of November 1764 given unto the said Bundaree Comaradillum Moodelliar as an acknowledgment of her having Received the Sum of Ten thousand and five Hundred Star Pagodas in which said Sum of Ten thousand four hundred and thirty five Pagodas and Eighteen fanams the said Complainant as Administratrix of the Estate and Effects of the said Bundaree Comaradillum Moodelliar Deceased doth sue this Defendant further Pleading saith the said Complainant is not qualified as Administratrix aforesaid to Sue or Commence any Action ag.t the Defendant as Administrator to the said Bundaree Comaree Moodelliar because the Complainant as Administratrix aforesaid to the said Deceased the immediate Representative of him the said [illegible] Bundaree Moodelliar [illegible] of India of the Defendant saith therefore Plead the said Royal Charter to the disability of the said Complainant Commencing and Maintaining the Present Action As aforesaid and Such Part of the Complainants Bill as Seeks to Compell the Defendant to the Payment of the Sum of Ten thousand four hundred and thirty five Pagodas and as to any Relief Prayed touching the Same the Defendant humbly prays the Judgment of this Hon'ble Court whether he Shall Make Any other or further Answer to so much and such part of the said Bill as aforesaid, and hereby pleads unto as aforesaid And the Defendant not waiving his said plea but wholly relying And insisting thereon for Answer to the Residue of the Complainants Bill Not herein before Pleaded unto or to so much thereof as he this Defendant is Advised to be Material or Necessary for him to Make Answer unto he Answereth and saith that he denies to Stand indebted unto the Complainant as Administrator aforesaid or in Any other Capacity in the Sum of Ten thousand four hundred and thirty five Pagodas And Eighteen fanams or in any other Sum or Sums of Money whatsoever and this Defendant saith that the Said Action Commenced by the Said Complainant is very unjust and Injurious to him this Defendant as will Appear by the Compl'ts own shewing that the said Demand doth Not Arise upon Any Contract intended into with the Complainant or with the Deceased And this Defendant further Saith that the Manner of his being Called Upon Accused for the Same is Contrary to every Idea of Sound and Established Law and Contrary to the Equity of Any Court of Justice to be made

liable

[illegible]

Never had knowledge whereas if the Complainant had set forth what Effects either Real or personal the Complainant Charged him with possession this Defendant Might with some Certainty Satisfy this Hon'ble Court whether he Never did possess the Same whether the Same were the property of the Deceased or whether such Real or Personal Estate was so possessed or were ever in being within the Jurisdiction of this Hon'ble Court whereas the Complainant hath it Now in her Power without the Knowledge of this Defendant or his ability to prevent to prove by Witnesses the possession of the Estate of the said Mungadee Moota Comara of either Real or personal Condition to amount or Extent they May Chuse to depose and in whatever place they May have to set forth all which Matter Could be late discovered for this Defendant to have an opportunity of Contradicting by any Evidence the Depositions of Witnesses being kept till publication passing after which no witness can be Examined all which Matters doth this Defendant humbly Represent to this Hon'ble Court for his Consideration And by way of further Answer unto the Complainants said Bill this Defendant that he [illegible] being Brother and Next of kin to the Deceased pursuant to the Custom of this Cast possess himself of all the Estate of the said Mungadee Moota Comara or that he Continues to take possession of the Same or any part thereof this Defendant praying leave to set forth before the life time of the said Mungadee Moota Comara and pursuant to the date of the Bond upon which the said Action is founded May of the said Mungadee Moota Comara Creditors [illegible] him he might contract in future with any Money or Effects he might procure by not to have no Concern or Connection therein or to have any Manner of Connection with the Estate and Effects and that they were to have no further Connection with each other than to hold Amity and friendship between them but that they were to have no Concern or Connection with each other relating to Matters of property of which said discharge this Defendant prays to annex a Translation praying the same may be admitted as part of this answer and this Defendant saith that in consequence of the said Discharge the Interests of the M family of the said Mangakee Methoo were entirely separated between him and them And this Defendant absolutely denies that he did possess himself of any part of the Estate of the said Deceased and absolutely denies that he is or ought to be held answerable for the Debts and Sum by the Complts. sued for.

All Which Matters and things this Defendant is ready and willing to aver Maintain And prove as this Honble Court shall award and Most Humbly prays to be hence Dismissed with his reasonable Costs and Charges in his behalf Most wrongfully sustained.

Th. Dickens
Atty. Deft.

(646)

Translation of [illegible]

[illegible]

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at to have Any Manner of Connection with My Estates and Debts Understood that as for we shall have Connection only to Maintain and hold Amity and Friendship between us but Nothing Shall touch or Concern each other Relating to the Matters of Property this given this by My Consent drawn by Nagapen

Witnesses Signed (Signed) Arungadree [illegible] Comapen

Condapah
Trimmappah
Vengapah
Kistnargen

A True Translation as Near as Can be from the Original Malabar Language by Seshagapah Sworn Court Interpreter

A True Copy
H Dupuy
[illegible]

Filed [illegible]

# In the Hon.ble the Mayor's Court at Madraspatnam

Between John [illegible] of Fort St. George Merchant Administrator to the Estate and Effects Unadministered of [illegible] Arnachellam late of Madras Inhabitant Deceased and [illegible] Moodellar of Madras Inhabitant Defendant

Exceptions taken by the Complainant to the Plea and Answer

First.

Secondly

[illegible]

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

Present

Edw.d John Holland Esq.r Mayor
Edw.d Garrow and Edw.d Saunders
Aldermen

John Snow Administrator to the Estate and Effects of [illegible] Deceased

vers

Appah Moodelliar

Bill with Translate of a Bond and an Arrangement Annexed Read
Demurrer Read
Answer Read

The Demurrer Coming on to be Argued and Allowed this Day in the Presence of the Attornies on both Sides on Reading the Compl.ts Bill with Translate of a Bond and an Arrangement Annexed the Demurrer the Answer and Hearing the Pleadings and Arguments Made thereon by the Attornies and on due Consideration had thereon this Court doth think fit to Order and doth Accordingly Order that the Defendants Demurrer be Overruled with Costs and that the Defendant be [illegible] for his Answer Days given the Defendant till the 21st instant to Answer the Compl.ts Bill in default of which Judgment will be given for the Compl.t

A true Extract
(Signed) James Taylor
Reg.r

A true Copy Cha.s Bromley

to Make Use of the bad Arguments deduced from the Claims of the Attorney General [illegible] [illegible] they suppose to have [illegible] of the [illegible] Answer to all Intents and Purposes and as is expressed in the Rules of Practice of the High Court of Chancery. And [illegible] may Commence in this Honble Court upon a filed an Answer in order that the full [illegible] Merits [illegible] of the [illegible] Cause May be fully before the Court in Order for their More [illegible] investigation therein

For all which Matters this Defendant says that this Answer is to all Intents and purposes of the law good and is not Evaded nor insufficient by the Addition of the said [illegible] but that the Same is truly More Compleat and Sufficient for this Honble Court to determine upon the Merits existing between the said Parties this Defendant prays therefore that the Exceptions May be dismissed with Costs.

N. Dupuis
Atty Defts

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17 day of July. Anno Domini 1781

Present

Benjamin Roebuck Esq. Mayor
James Coll and Edwd Yarrow
Aldermen

by Thomas Hunt of Madras Inhabitant HAVE Bargained and Sold and by these Presents do Bargain and Sell unto the said Thomas Hunt a Piece or Parcel of Ground Containing in length from North to South Eighty feet and in Breadth from East to West the North and Forty Nine feet and Half which said Ground together with a Shed [illegible] thereon is situated at Pedda Naick Pettah in [illegible] Street Between the grounds of [illegible] To have and to hold the said Ground and Shed and every part thereof with all the appurtenances now belonging to the same unto the above Named Thomas Hunt his heirs Executors Administrators and Assigns for ever In Witness whereof I have hereunto set My Hand and Seal in Madras this [illegible] Day of December in the Year of Our Lord One thousand Seven hundred and Eighty One

(L.S.)

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

One of the Administrators of John [illegible] Deceased

Examined and Carefully Compared with the Original Bill of Sale Registered upon the Records of the Hon'ble the Mayor's Court at Madraspatnam and Attested to be a true Copy the Original delivered up by Order of Court of this 1st December 1781

James Taylor
Reg.

Knowall Men [illegible]

Copy of a Power of Attorney mentioned in the aforesaid Bill of Sale the Original [illegible] presented and [illegible]
the Hon'ble the Mayors Court at Madras.

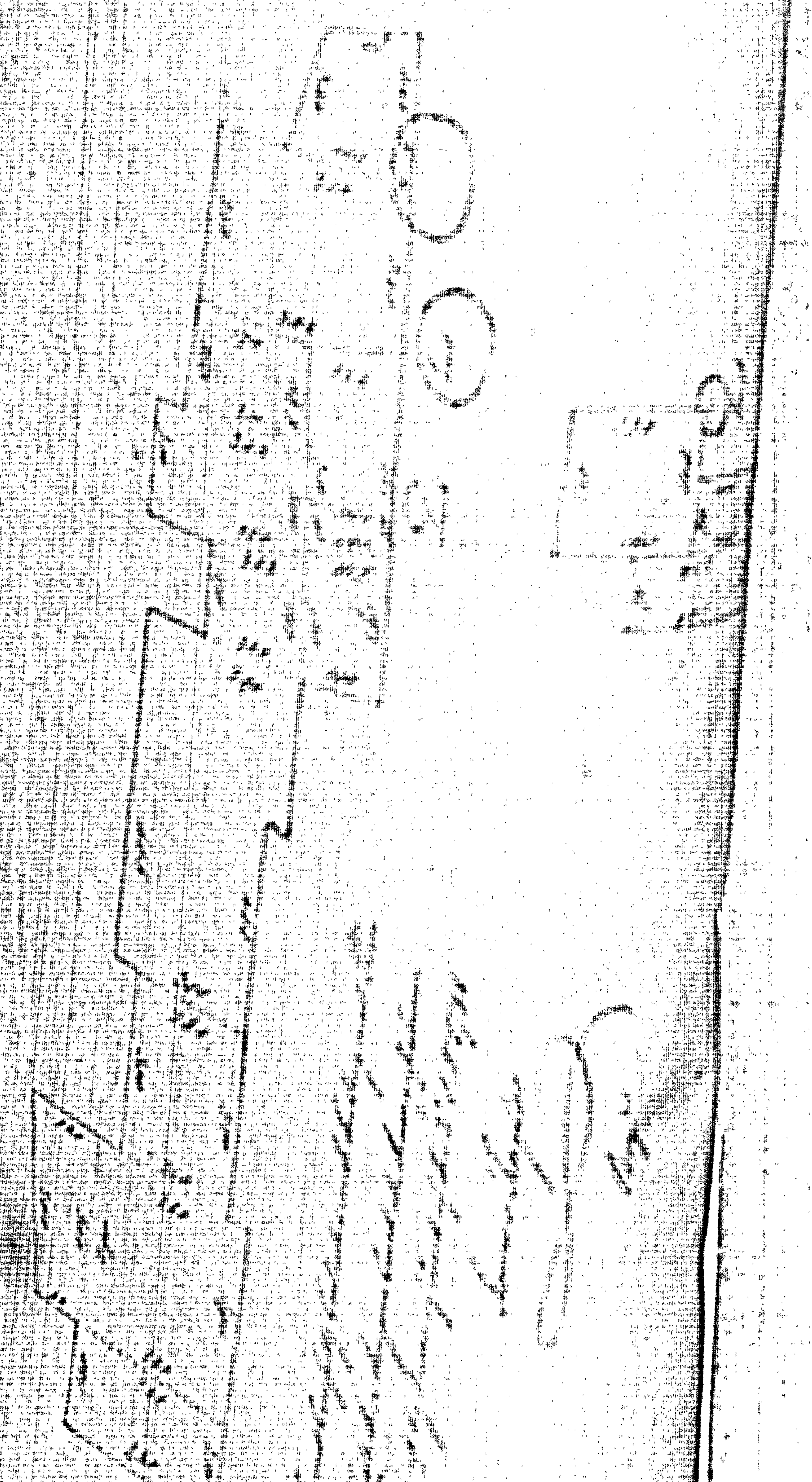
Whereas Sundry disputes and differences have arisen between Deddy [illegible] the Representative of Deddy Cyamma Deceased and Deddy
…ie Nauk the Representative of Deddy Venkataramany Deceased concerning the division of the Inheritance property left by the said Deddy Cyamma
…y Venkataramany And Whereas the disputing parties have agreed that the Matters in dispute Shall be Mentioned in an amicable
Knowall Men by these Presents that We Deddy [illegible] And Deddy Venkaty Royloo before Mentioned have jointly Made ordained
…constituted And Appointed by these Presents do make ordain Nominate authorize Constitute and Appoint James Taylor James Johnson Esqrs
…t Saint George to be our true Certain and lawfull Attornies for us and in our Names to Sell and dispose of all and Singular the goods Chattles
…s of the Said Deddy Cyamma And Deddy Venkaty Sammy both Real and personal and particularly a large House Adjoining in Narrain pettah Street
…n House in the Moore Street a Small House and Ground at Triplicane Some paddy fields at [illegible] and a ground Near the Wall of the
…own giving and by these presents Containing to Our Said Attornies full power And Authority in and touching the Premises to arrange matters
…in and touching the premises as fully as we our Selves might or could Personally do hereby Ratifying and Confirming all and such as our
Attornies James Taylor & James Johnson Shall legally do or Procure to be done on our behalf. In Witness whereof we have hereunto
…ly set our hands and Seals in Fort Saint George aforesaid the twentieth day of July in the Year of Our Lord 1781.

…d. Sealed and Delivered (where no
…e issued) in the presence of the
…nd. M. Williams
Edw. Saunders

Examined and Carefully Collated with the Original Bill
of Sale & Copy of the Power of Atty Registered in the Hon'ble
the Mayors Court at Madraspatnam the Original delivered
up by Order of Court of the 2d Octr 1781

James Taylor
Regr

Filed 14th June 1788.



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

Humbly Complaining sheweth unto the Hon'ble Court your Orator Rangapah of Madras That William Boyle at present in Madras aforesaid Gentleman stands indebted unto your Orator the full and just Sum of Fifty Five Pagodas Six Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty Pounds Seventeen Shillings and three Pence [illegible] being the Amount of a Promissory Note signed by the said William Boyle on the Seventeenth Day of May last and Payable in thirty One Days the Original of which said Note being in your Orator's hand Ready to be Produced to this Hon'ble Court if Required and Whereas your Orator hath frequently and in a friendly Manner Requested the Payment of the said Sum of Fifty Five Pag.s Six fanams and forty Cash.

But now so it is and may it Please this Hon'ble Court the said William Boyle Unlawfully and Undutifully 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 Hon'ble Court shall Appear Agreeable to Equity and good Conscience. To the End therefore that the said William Boyle May upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and effectually to all Intents and purposes as if the Same were herein again Repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum

[illegible]

Filed 19th June 1781.

# To the Hon^ble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto the Hon^ble Court your Orator Rungapah of Madras That whereas William Boyle at present in Madras aforesaid Gentleman Stands indebted unto your Orator the full and Just Sum of Fifty Two Pagodas Sixteen fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty Pounds Seventeen Shillings and three Pence or thereabouts being the Amount of an Account Certified by the said William Boyle on the Seventeenth Day of May last and Payable in thirty One Days the Original of which said Account being in your Orator's Hand Ready to be Produced to this Hon^ble Court if Required And Whereas your Orator hath frequently and in a friendly Manner Requested the Payment of the said Sum of Fifty Two Pag^s Sixteen fanams and forty Cash.

But now so it is and may it Please this Hon^ble Court the said William Boyle Absolutely and Unjustly 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 Hon^ble Court Shall Appear Agreeable to Equity And good Conscience To the End therefore that the said William Boyle May upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and Things hereinbefore Set forth and Alledged as fully truly and effectually to all Intents and purposes as if the Same were herein again Repeated and Particularly Interrogated And that he may be Decreed to pay unto your Orator the aforesaid Sum

Mayor's [illegible]

[illegible]

Mayor's Court at Madraspatnam

Tuesday the [illegible] Day of May [illegible]

Anno [illegible]

Present

Benjamin Roebuck Esq^r Mayor

Thomas Cooper — Robert [illegible]

Aldermen

Brewer [illegible]

[illegible] Appearing [illegible] Recorded [illegible]

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shall Pay unto the Complainant the full and Just Sum of Thirty two Pagodas Six Fanams and forty Cash (Pag. 32. 6. 40) together with all such Interest as now is or shall hereafter become due thereon untill full Payment and also all Costs of this Suit

[illegible]

## To the Hon^ble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court your Orator [illegible] of Madras Inhabitant that [illegible] Chetty of [illegible] Inhabitant and within the Jurisdiction of this Hon^ble Court Stands Justly indebted unto your Orator in the full and Just Sum of Thirty two Pagodas and Six Fanams Current Money of Madras Making in Sterling money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twelve Pounds Eighteen Shillings and Six Pence or thereabouts as will more fully and at large appear by an Account hereunto Annexed for the Satisfaction of this Hon^ble Court to which your Orator Most humbly Refers and prays that the Same may be Admitted as part of this his Bill of Compl^t And Whereas your Orator hath frequently and in a friendly Manner Requested the Payment of the said Sum of Thirty two Pagodas and Six Fanams But now so it is and May it Please this Hon^ble Court the said [illegible] Chetty obstinately and wilfully Refuses to Pay the Same or to give your Orator Any Manner of Satisfaction touching the the Premises your Orator 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

[illegible]

To the Honble [illegible]

Court at [illegible]

Humbly Complaining [illegible]

Especial and Particularly Interrogated and that he may be Decreed to Pay unto Orator the aforesaid Sum of Six hundred and twenty Pagodas the Same with all such Interest as Money shall hereafter become Due thereon and Costs of this Suit

May it Please this Honble Court to cause the said William Bird 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 to Answer this your Orator's Bill of Complaint & further to Stand to and Abide by such Order and Decree therein as to this Honble Court shall seem Meet.

[illegible]

1st July 1781

[illegible] between the Days
[illegible] the Complainant having
made Oath to the [illegible] of this Demand
and that he has reason to believe the Defendant
will withdraw himself from the Jurisdiction
of this Court on hearing that a Bill is filed Agt. him
the Sum [illegible] and [illegible] of
[illegible]

B. Roebuck
Mayor

Mr William Bird

[illegible]

| | | | |
|---|---|---|---|
| | Brought over Pagodas | 108 | 24 |
| 14 | To Dyet and Lodging | 1 | - |
| | to [illegible] night | - | 12 |
| | Share of Supp. & Dinner | - | 17 |
| 15 | To Do & Lodging | 1 | - |
| 18 | To 1 Bowl of Sangaree | - | 7 |
| 31 | To 1 Flask of Shrub & Water | - | 2 |
| 4 | To Dinner & ½ of Bowle | - | 30 |
| | Supper | - | 24 |
| | Pagodas | 112 | 32 |

Madras 5th February 1721
Errors Excepted
John Willoughby

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Mayors Court at Madraspatnam. Tuesday the 7th Day of August Anno Domini 1721.

Present

Benjamin Roebuck Esqr. Mayor
Thomas Cooper and Robert Hughes
Aldermen

Between John Willoughby of Madras Victualler Complainant &

[illegible]

To the Hon.ble the [illegible]

Court at [illegible]

Humbly Complaining [illegible]

[illegible]

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Court that she hath frequently and in an Amicable Manner Requested the Payment from the said John Jones of the said Sum of Thirty Pag.s

But now it is May it Please the said John Jones Obstinately and Wilfully Refuses to Pay the Same or to give your Orator Any Manner of Satisfaction touching the Premises your Orator prays a General Relief such as to this Hon.ble Court Shall Appear Agreeable to Equity and good Conscience to the End therefore that the said John Jones May upon his Corporal Oath full true Direct And Perfect Answer Make to All And Singular the Matters And things herein before Set forth And Alledged as fully truly perfectly And Effectually to all Intents and purposes as if the Same here again Repeated And particularly Interrogated and that he May be Decreed to Pay unto your Orator the Aforesaid Sum of Thirty Pagodas with all Interest that Now is or Shall hereafter become Due thereon And also all Costs of this Suit.

May it Please this Hon.ble Court to Cause the said John Jones to be Summoned And Required by the Sheriff of Fort Saint George Town of Madraspatnam And the Districts thereof Personally to be And Appear before this Hon.ble Court prefixed And Appointed then and there to Answer this your Orator Bill of Complaint and further to Stand to And Abide by Such Order and Decree therein as to this Hon.ble Court Shall Seem Meet

Thomas Jones
Att.y for Compl.t

July 1738
This Bill was Shewn to me
Within the Days of Appearance
Summons from thence to the
that first Day [illegible]

Br. [illegible] Pagodas

[illegible]

Pagodas

Fort St. George [illegible] 1771

Mayors Court at Madraspatnam

Tuesday [illegible] 1771

Present

Benjamin Roebuck Esq.r Mayor

Edw.d John Holton [illegible] Ald.n

Absent

[illegible]

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It Appearing by the Records of the Court that [illegible] for the Defendant to Answer the Complainant's Bill which he has Neglected doing the Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Shall pay Unto the Complainant the full and Just Sum of thirty Pagodas Pag.s 30 — Together with all such Interest as is now or Shall hereafter become due thereon Also all Costs of this Suit

P Cur.

Filed 11th [illegible] 1771

To the Hon.ble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto the Hon.ble Court your Orator James [illegible] late of Fort Saint George but now of Vizagapatam Esq.r by his Attorney Alexander [illegible] of Fort St. George Merchant that [illegible] Pillah of Madras Inhab.t stands indebted to your Orator in the Principal Sum of three Hundred and [illegible] Pagodas besides Interest Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Twenty [illegible] Pounds and Eight Shillings being the Amount Purchase of a House and Parcel of Ground Situated lying and being in [illegible] Black Town [illegible] which House and Ground your Orator did by Order of [illegible] in Writing under the Hand and Seal of [illegible] Chetty [illegible]

[illegible]

Tanaree Vencatachella Pillah has still yet done 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 Tanaree Vencatachellam 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 clearly 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 Sixteen Pagodas together with all such Interest as Shall or may become due thereon And all Costs of this Suit.

May it Please this Hon'ble Court to cause the said Tanaree Vencatachellah Pillah to be summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Hon'ble Court at a certain time and place to be by this Hon'ble Court prefixed and appointed then and there to Answer this your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet.

Chas Bromley
P. Atty Compl

Mayor's Court at
Madraspatnam

Tuesday the 22 Day

Anno Domini

Present

Benjamin [illegible] Esq.

Edward [illegible]

Aldermen

It Appearing to the Court [illegible]

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30. April 17[illegible]

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

Humbly Complaining Sheweth unto this Hon^ble Court your Orators William Harrison and John Leathem of Madras Inhabitant Inhabitant Executors Named in the last Will and Testament of Michael Powell late of Madras Victualer Deceased that William Bird at Present in Madras Gentleman Stands Indebted unto your Orators as Executors aforesaid in the full and Just Sum of Seven hundred and thirty three Pagodas And Nineteen Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two hundred And Ninety three Pounds Eight Shillings and two Pence which relates as will More fully and at large Appear by an Account hereunto Annexed for the Inspection of this Hon^ble Court to which your Orators most humbly Refer and pray that the may be Admitted as part of this their Bill of Complaint And Whereas Your Orators have frequently and in a friendly Manner Requested the Payment of the Said Sum of Seven hundred And thirty three Pagodas And Nineteen fanams

But now so it is and may it Please this Hon^ble Court the said William Bird Obstinately And wilfully Refuses to Pay the Same or to give your Orators Any Manner of Satisfaction touching the Premises your Orators prays aforesaid Relief Such as to this Hon^ble Court Shall

Mayor's Court at Madraspatnam

Tuesday the 21st Day of Augt Anno Domini 1771

Present

Benjamin Roebuck Esqr Mayor
Edwd John Holland and William Webb
Aldermen

Between William Hammond and John Leathers of Madras Inhabitants and the Executors Named in the last Will and Testament of Richard Lunell Deceased Complainants and William Bird of Madras Gentleman Defendant

It Appearing by the Records of this Court that [illegible] issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth think fitt to Order and Decree and doth Accordingly Order and Decree that the Defendant Shall Pay unto the Complainant the full and Just Sum of Seven hundred and thirty three Pagodas Pags 733. of Lawfull Money together with all Such Interest as now is or Shall hereafter become due thereon untill full Payment is made Also all Costs of this Suit

Item

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 Fifty Seven Pagodas And Twenty Fanams with all Such Interest As Now is or Shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon'ble Court to Cause the said James Connor to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam And the Districts thereof Personally to be And Appear before this Hon'ble Court at a Certain time And place to be by this Hon'ble Court prefixed And Appointed then and there to Answer this your Orator's Bill of Complaint and further to Stand to And Abide by Such Order And Decree therein as to this Hon'ble Court Shall Seem Meet

Dan Shaw
Atty Compl

28 June 1781

Summons to issue on the Day
of Adjournment to be Summoned
for Returnable Next Court Day

B Roebuck
Mayor

Mayor's Court at Madraspatnam

Tuesday [illegible] Aug [illegible]

[illegible]

Present

Benjamin [illegible] Esq: Mayor

Thomas Cooper [illegible]

[illegible]

[illegible]

It Appearing by the Return of the [illegible]

[illegible]

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Filed 15th Aug 1780

To the Hon'ble the Mayor's

Court at Madraspatnam

Humbly Complaining Sheweth unto the Hon'ble Court your Orator [illegible] of Madras Merchant that Annamalay Caun of the same place Merchant Stands Indebted unto your Orator in the full And Just Sum of Six thousand three hundred And Ninety Eight Pagodas And Eight fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two thousand five hundred And fifty Nine Pounds And Six Shillings or thereabouts Arising upon a Bond or Obligation unto your Orator by the said Annamalay Caun given for the Sum of Twenty thousand Rupees under the Date of the Nineteenth Day of December One thousand Seven hundred and Seventy Eight Payable in three Months from the said Date together with Interest at the Rate of Twelve per Cent per Annum after the Expiration thereof which Principal and Interest are Calculated in an Account Current hereunto Annexed for the Inspection of this Hon'ble Court which your Orator prays may be Admitted As part of this his Bill of Complaint And your Orator Sheweth that the said Bond is in his possession And Ready to be Produced when Required And whereas your Orator hath frequently And in an Amicable Manner Requested the Payment of the said Sum Six thousand three hundred and Ninety Eight Pag.s

29

X 3

Dr. Annamally Chitty in Account Current with Isaac [illegible] Cr

|  |  |  | Ps. | F. | C. |  | Ps. | F. | C. |
|---|---|---|---|---|---|---|---|---|---|
| [illegible] | 14 | To the amount [illegible] of [illegible] of this Date payable in [illegible] Months | 2000 | - | - | By Balance [illegible] | 2333 | 1398 | 6 - |
| [illegible] | 15 | To Interest on Do for 15 [illegible] @ 12 P Cent per annum | 333.3 | 21 | - |  |  |  |  |
|  |  | [illegible] | 2333.3 | 16 | - |  |  |  |  |
|  |  | [illegible] 2333.3 16 @ the Exchange of 3.65 [illegible] | Pags. 1398 | 8 | - |  |  |  |  |
|  |  | E. Errs. | Pags. 1398 | 8 | - | E. Errs. | Pags. 1398 | 8 | - |

Fort St George 15 May 1790

E. E. for Isaac [illegible]

Filed 27 November 1790

## The Amended Answer

of Annamally Chitty [illegible] Defendant
to the Bill Complaint of [illegible]
[illegible] 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 Insufficiencies and Imperfections in the Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as he is Advised is the Materially Concern him to make Answer unto so much thereof as he is Advised is the Material [illegible] to make Answer unto the [illegible] Answereth

Country Under its Districts out of which Revenues when Collected he this Defendant was directed by or on behalf of the said Nabob to pay to Omdat ul Omrah Bahadur his Highness the Nabob Eldest Son the Sum of Fifty Thousand Rupees a Year that Sometime in the Said Year 1780 this Defendant was desired by the Said Nabob to send him a Memorandum in the Name of [illegible] for the Sum of Twenty Thousand Rupees as the part of the Said Fifty Thousand Rupees but on what Account for which this Defendant did Not [illegible] this Defendant being as aforesaid directed to pay the Said Fifty Thousand Rupees to the Said Omdat ul Omrah and being Not Only unwilling to disoblige the Nabobs Eldest Son but being also under the Necessity of Complying with Said Omdat ul Omrah orders Orders regarding to the Money he was by the Nabobs Order to pay him out of the Said Revenues as aforesaid he this Defendant did draw out or Caused a Memorandum to be drawn Accordingly and Sent it to the Said Omdat ul Omrah which is the Same framed by the Said Complainant and on which he has Commenced the Present Action A Translation whereof Marked A is hereunto Annexed for the Inspection of this Hon'ble Court and which Defendant prays May be Admitted as part of this his Answer this Defendant further Saith that sometime after he had Sent the Said Memorandum to the Said Nabob he the Said Nabob [illegible] to this Defendant to [illegible] the Said Nabobs Allowance from the Said Nabob of Fifty Thousand Rupees being the Sum which this Defendant was to Pay yearly out of the Said Revenues as aforesaid And the Said Omdat ul Omrah did at the Same time Sent this Defendant [illegible] demanding him this Defendant that he this Defendant

and

Part of this his Answer the Original being Ready to be produced if Required this Deft

not Collecting And Paying the Said Money to or on Account of the Said Pandit

Ill Pinarah the Said Pandit Ill Pinarah did Send the Said Mahomed Jume &

there to Collect the Same from the Country which the Said did [illegible]

not Allow this Defendant for Collector Ever One Rupee of it this Deft

further Saith that Afterwards he this Defendant was Superseded or

Dismissed from his Said Office or Employ of Hameldar or Collector of

Parts and at last Came to Madras where he this Defendant Resided

for a Considerable time this Defendant further Saith that it is Near

two Years Since he was Removed from his Said Employ or his office of

Hameldar And No Demand was ever Made upon this Defendant of

the Said Twenty thousand Rupees or Any Part thereof either by the

Complainant or Any other Person or Persons whatever untill my

[illegible] this Defendant take the least Notice of the Said Memorandum

or think it of Any Consequence both on Account of what the Said Pandit

Ill Pinarah Wrote this Defendant Abated as before Recited and Also

because it is Customary for People of it this Defendants Caste especially

Princes And persons of State or [illegible] when they have Any dependance

Rent or Allowance out of or from Any Country or the Produce or Revenue

thereof to Send for a Memorandum of the Same or the like Piece or

Rupees as that Produced by the Said Complainant And for the Amount

of which the Said Complainant hath Commenced the Present

Suit which they do in order to give the Same to [illegible]

[illegible] in order to Collect the Amount thereof

[illegible]

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but none is considered binding either upon the Hamuldar or he that Signs to the Memorandum or to the Person to whom, or in whose Account they are given without any part of the Money Mentioned in them being Collected or paid the very Money out of which they are Apparently Meant to be Paid being appropriated to other Purposes and the Claim is Still the Principal the Hamuldar or Collector being Only looked on as the Agent or Servant who with Regard to Such Business is Subject to the Orders which May be given by the Principal or him who has the Contract from time to time which Orders he dares not disobey Notwithstanding Any Writing whatever given to Creditor Matters of this Nature are almost every day Practised in his Highness the Nabobs Durbar with which this Defendant makes no doubt that most then Members of the Worshipful Court Are acquainted as well as many others this Defendant further Answering Saith that the Complainant is still in Possession of the Said Condel Ulmarah — Bond or Obligation for Twenty thousand Rupees the Very Same on Account of which the Said Memorandum was given and for or on Account of which the Present Action was Commenced which being given by the Complainant as the Creditor who still Retains the same and this Defendant being Prevented from the Collecting or Payment of the said Rupees mentioned in the Said Money by the Same being Collected and Received by the Said Memorandum by the Same being Collected and Received by the Said Condel Ulmarah to whom he this Defendant was Ordered by the Said Nabob to pay the Same he

this

Complainant said was for Charges incurred due to the Defendant and his said Brother entirely refused to comply. Lastly this Defendant saith he humbly hopes it will clearly appear to this Hon'ble Court by what is before set forth and the Deft. hath will in due time produce in support thereof if necessary that the said Memorandum [illegible] was [illegible] in manner before Mentioned [illegible] the Defendant did Not receive any Value or Consideration whatever for [illegible] thereof but on the contrary the said Memorandum ought to have been [illegible] Demanded of the Defendant to be Cancelled and the Complainant have his Remedy by the said [illegible] which being the case this Defendant Submits to the Judgment of this Hon'ble Court the Hardship and Illegality of this his Defendant Being Arrested And Imprisoned And Still kept in Prison for the Amount of the said Memorandum called a Bond and humbly hopes by the Aid And Assistance of this Hon'ble Court he this Defendant Shall be relieved and and released therefrom.

All Which Matters And things this Defendant is ready and willing to aver Maintain And prove as this Hon'ble Court shall direct and Most humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf wrongfully sustained

John Sykes
Atty for the Deft.

A

Memorandum [illegible] of [illegible] of 5000 [illegible]
Rupees by yearly Allowance of [illegible] Months after
[illegible]

Commit and give to Coja Cavance Shaw Viewed and Understand its Contents — With Respect to the Command I before wrote you the accompany'd Bond Sealed with My Seal and which you had the Concern with dated therefore Again Repeat My desire that you will Send the whole Amount of My Respect to the Sending the Money herewith the Other People and Some will Collected in from the Talookdar and your Compliance on this Subject will Not hereafter be Dismiss'd as indispensable —

W. Sol. Con. Seny Mend.

Said to be True Translate from the Original Language —

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

Humbly Complaining Sheweth unto this Hon.ble Court your Orator Ramcally Caun of Madras Merchant that Francis Martins of the Same Place Merchant is in possession of a Memorandum in the Hand Writing of Your Orator which Said Memorandum to the Said Francis Martins did Obtain from your Orator under Several Specious pretences And Pretences without having paid to your Orator Any Consideration whatever for the Same and doth Still unjustly detain and keep the Same to the no Small Injury and detriment of Your Orator Your Orator further Sheweth unto this Hon.ble Court that

Money Which your Orator was Directed by his said Highness the Nabob to pay out of the said Revenues of Vellore the said Condut Ull Omrah as aforesaid your Orator did draw or Cause to be drawn a Memorandum agreeable to the direction of the said Condut Ull Omrah which said Memorandum your Orator Immediately sent as directed to the said Condut Ull Omrah that some time After your Orator had sent the said Memorandum to the said Ull Omrah as aforesaid the said Condut Ull Omrah sent one Mahomed Toone to your Orator [illegible] of the said Fifteen Thousand [illegible] Rupees to the Sum Annually Allowed to the said Condut Ull Omrah by his said Father his Highness the Nabob and which your Orator was Ordered to pay as aforesaid and at the Same time sent your Orator a letter Acquainting your Orator that your Orator Need be under no Apprehension on Account of your Orator's said Memorandum as he the said Toone Martine the holder of the said Memorandum was [illegible] which the said Toone Martine the holder of the said Memorandum was well satisfied and that your Orator was no longer Considered as Responsible on Account thereof a Translate of of which said letter has been Annexed for the Inspection of this Honble Court your Orator prays may be taken as part of this your Orator's Bill of Complaint the Original being in your Orator's Possession and ready to be Produced whenever your Orator shall by this Honble Court be thereto Required that your Orator [illegible] satisfied with the [illegible] to Pay the whole of the said the said Rundell [illegible] Rwarah Bahadre of Bengal the same purport with the two preceding Letters herein Recited the Original whereof is in your Orator's possession And ready to be Produced when your Orator shall by this Honble Court be hereunto Required that on the Receipt of this Letter your Orator wrote two Letters to the said Lamee Martine which said Letters your Orator sent to your Orator's Banian desiring him to deliver the said Letters to the said Lamee Martine that the said Letters were accordingly Delivered to the said Lamee Martine who Received them and said that he the said Lamee Martine would not Make any Demand upon your Orator but would Consider the said Rundell [illegible] Rwarah who is Debtor and as the Only Responsible Person and that your Orator Need Not be Under any Apprehension of his the said Lamee Martine Making any Demand whatever upon your Orator that the said Mahomed Reza with his People did by force Collect the said Fifty Thousand Sicca Rupees from the said [illegible] Country or District Singly [illegible] Rupees of the said Fifty Thousand never Came to your Orator's hands That your Orator was some time After Dismissed from his Employ of Manager or Collector of the Revenue of the said [illegible] Country and its districts and came down to Madras to Reside free from all Apprehensions of any Demand being Made upon your Orator on account of the said Memorandum which your Orator Conceived as remitted by the said Rundell [illegible] Rwarah Bahadre said Bond [illegible] prevent any Mistake and for your Orator's own Satisfaction your Orator did Send a Person to the said Lamee Martine to demand your Orator's said Memorandum that the said Lamee Martine on Receiving the said Message demanding your Orator's said Memorandum said that all his Papers were in the fort having placed them there for Security on account of [illegible] but that he would [illegible] the said Memorandum and would Deliver it to your Orator he the said Lamee Martine also said that your Orator need be under no Apprehensions on account of your Orator's said Memoran[illegible] the Said Pundit Ull Conndesee [illegible] the last Dollar And the Only Person to whom he the said Leonna Martins Could Apply for Payment If the said Leonna Martins Note your Orator Accountable for the Amount of the Said Memorandum only and is the Apply to your Orator for Payment as your Orator was during the time that the Said Leonna Martins Made Various Applications to to the said Pundit Ull Conarah an Inhabitant of Madras that your Orator was astonished when the Said Leonna Martins sometime ago in Violation of her Repeated Declarations to the Contrary made a Demand on your Orator for the Sum of Twenty Thousand Arcott Rupees the Amount of the Memorandum and insisted your Orator make a before this Honble Court if your Orator did Not Immediately pay the Same for the Recovery Whereof which That the Said Leonna Martins commenced a Suit in on the Fifteenth of May 1788 by filing a Bill of Complt in this Honble Court agt your Orator for the Said Sum of Twenty Thousand Arcott Rupees which your Orator Conceives he is not bound either in Equity or Conscien to pay as your Orator has Never Received Your Orator any Consideration whatever for the Same but thinks that the Said Memorandum But to be Called up to your Orator to be Cancelled that your Orator did put in his Answer to the Said Leonna Martins said Bill of Complt and hath Since to this Honble Court and divers Proceedings had Misfiled her Exceptions to the said Leonna Martins Replication to your Orator and Answer wherein your Orator hath Stated the Several Matters and things herein before set forth which the Said Leonna [illegible] known to be true wherefore Your Orat

Sum on Account of the Manner in which it was obtained and Considered faithfully known
the said James Martins himself as aforesaid both in Answer to your Orator's Letter &c
to your Orator's Letter & by the said James Martins Demanding the Delivery of your Orator's
said Memorandum that the said James Martins would Never Made Any Demand
whatever upon your Orator on Account of your Orator's said Memorandum of Sixty
known the said James Martins would your Orator's Brother after he had filed
his Bill of Compl^t your Orator in this Hon^ble Court and offered that of your Orator
or your Orator's Brother would pay him the said James Martins the
the Sum of One thousand Pagodas that the the said James Martins would
withdraw his said Bill of Compl^t your Orator and deliver up your Orator's said
Memorandum and desire upon the said Bond till Demand for Payment of
Account of your Orator's said Memorandum by which offer though Not Complied
it is evident that the said James Martins was Conscious that he Really had
no Claim whatever on your Orator but only Made Use of your Orator's said
Memorandum as a pretext for extorting Money from your Orator by way
of Gratuity that you had frequently in due an Amicable Manner
Demanded the Delivery of the said Memorandum of the said James
Martins

But now so it is. May it Please this Hon^ble
Court the said James Martins doth Obstinately and wilfully Refuse to
Deliver up your Orator the said Memorandum or to give your Orator
any Manner of Satisfaction touching the Premises Wherefore your
Orator prays a general Relief such as to this Hon^ble Court shall
appear agreeable to Equity and good Conscience to the End therefore
that

Memorandum executed by your Orator in lieu of and as a Security for the said Memorandum executed by your Orators said Predecessor and which the said James Martins delivered to your Orators said predecessor Whether he ever Made any and what Application to the said Omdat ul Omrah for the Payment of the money Memorandum executed by your Orator And for the recovery of the Amount of which has filed a Bill ag.t Your Orator in this Hon.ble Court whether he ever Received Any promises from the said Omdat ul Omrah that he the said Omdat ul Omrah should pay the Amount of the said Memorandum Executed your Orator whether he ever Received Any other than those Set forth in the said James Martins Application to your Orator Answer and whether he sent Any And what Answer to Any Such Letters Whether he ever Received Any and what Message from your Orator on the Subject of Your Orators said Memorandum and whether he Sent Any and what Answer thereto And whether he ever Made Any And what offer to your Orator Brother and that the said James Martins may be Decreed to deliver unto your Orator your Orator said Memorandum and that he May be Decreed to pay all All Costs of this Suit

May it Please this Hon.ble Court to Cause the said James Martins 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 Hon.ble Court at a Certain time and Place to be by this Hon.ble Court prefixed And Appointed then [illegible] to Answer this your Orators Bill of Complaint

[illegible]

in whole and to Balance of the said Rupees the Same would still be given unto day other

interim the Defendant contending the said Rupees would be due this Deponent for the full

Amount of principal and Interest as demanded by him the said Mr Campbell Before

his said to Board the false Constructions and Assertions by the Defendant Suffered

appearing any the true State and how the Matters Between this Deponent and

the Defendant admitted to Stand be agreed from the foundation of this Deponent

Demand he humbly begs to Exhibit as a just Narrative thereof this Deponent with

that the Nabob Wallah Jah Cawn Ul Omrah being indebted Some time before unto

this Deponent in Demands from his father Then been there Said Expended of them

this Deponent to lend him some Money as would Make the Amount of the

Debt to this Deponent Amount to the Sum of Twenty Thousand Rupees to which

this Deponent did Consent upon Condition the Said Nabob should Procure him

this Deponent a note of hand Bond or undertaking from the Hands of either

the Present Defendant which the Said Nabob did Consent as well as the

said Defendant and the said Defendant did Accordingly give and grant unto

him this Deponent the Note of Hand bond or undertaking in question for the

sum of Twenty Thousand Rupees and delivered the Same unto this Deponent which

Sum so agreed to be paid by this Deponent unto the Said Nabob to Compleat the

Sum of Twenty Thousand Rupees this Deponent did Make good in Several

Payments in Consideration of which the Said Note and was made and Payable

in Six Months in lieu of Interest this Deponent Sometime Soon After he

was in possession of the Said Note hereunto a letter to the Said Defendant

to Tellicherry acquainting him thereof desiring to be informed

whether the Defendant would Remit the Amount thereof

to

Expiration of the said Bond he wrote a letter to Samuel [illegible] respecting the Payment

thereof in answer to which the said Samuel [illegible] wrote an [illegible]

informing him that the Defendant should Speedily Remit the Money in

Cash or by a Bill of Exchange on a Banker in our [illegible] Translation of which

and letter Marked D is hereunto annexed for the Inspection of this Honble

Court which this Deponent prays may be admitted as further Part of this

his Deposition the Original whereof is in this Deponents Custody and Ready

to be produced unto this Honble Court when Required After which and when

[illegible] of Payment this Deponent wrote the Defendant another letter

Demanding of him the Payment of the said Money According to his promise

Pursuance whereunto the Defendant wrote this Deponent a letter

and another to his Brother the said Samuel [illegible] who is [illegible] this Deponent

only sent him the letter he Received from his Brother the Defendant in which said letter

the Defendant promises to send this Deponent a Bill of Exchange for Ten Thousand

Rupees in fifteen or Twenty Days Translation of which letter Marked F is hereunto

annexed for the Inspection of this Honble Court which this Deponent prays

be admitted as further Part of this his Deposition the Original whereof is in this

Deponents Custody and Ready to be Produced unto this Honble Court when Required

And after the Expiration of 15 Days this Deponent wrote a letter to Samuel

[illegible] who in answer thereunto engaged to pay the Money in two or

three Days and as may appear by a Translation of a letter Marked G hereunto

annexed for the Inspection of this Honble Court which this Deponent prays

may be admitted as further Part of this his Deposition the Original whereof

is

[illegible] [illegible] to [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]
[illegible]. [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]
[illegible] and Most Humbly pray [illegible] and by the said [illegible]
he shall Ever Pray.

Henry Du Pray
Atty [illegible]

A

## Translation [illegible] [illegible] from [illegible] Language

Know all Men by these Presents that the Sum of 2000 [illegible] Rupees [illegible] of 5000 [illegible] Rupees [illegible] [illegible] [illegible] [illegible] of 3 Months [illegible] December the 25 1772 from the Date [illegible]

[illegible] [illegible]

[illegible] general [illegible] the [illegible] to [illegible]

Therefore finally Concerning your Money I have great deal of [illegible] for the Answering by the [illegible] of the eighty [illegible] have lent your Money at the [illegible] you must be easy about [illegible] you Must not doubt the Same as [illegible] Must Sent to you more then this

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

Henry Du Puy
Atty Respt

## D

Translate as near as can be of a Note Said to be written by [illegible] [illegible] with his own hand Writing to Mr [illegible] [illegible]

Dear Sir,

I Earnestly have wrote Particularly that he will Remit your Money in Ready Cash or by a Bill of Exchange upon [illegible] One Month [illegible] before your [illegible] you and now the time of the Payment of your money will be at an End in the Month of [illegible] and now I have wrote him most urging and pressing letters in Answer to which he will send you a Satisfaction therefore you Must be [illegible] and easy and I have no more to write about it.

A true Translation as near as can be from the Original Persian Language.

Henry Du Puy
Atty Respt

F.

Translate [illegible]

[illegible]

E.

Translate [illegible]

[illegible] April 1791

[illegible] that the said Purpose there and My Men to [illegible] and [illegible] shall Demand the Money that the said [illegible] and he shall Demand the Money and Make your affairs not to be My own and [illegible] neglect full in paying the Same to you.

Above Translation as near as can be from the Original Persian Language.

Henry Du Puy
[illegible]

## The Cross Answer of [illegible] to the Cross Bill of Complaint of [illegible] of Madras Merchant

This Cross Defendant [illegible] saving and reserving unto himself all and all Manner of Benefit and Advantage of Exception to the Many Errors untruths Uncertainties and Imperfections in the said Cross Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is Material for him to Make answer unto he this Cross Defendant answereth and Saith that he admits that he is in possession of a note of Hand [illegible] of the Cross Complainant the Validity of which the Cross Complainant attempts to [illegible] by Stiling the Same a Memorandum an Expression not Significant of or Applicable to such Bonds or other Obligatory writings in use among Europeans but in the Moor language and by the Custom of the Moors in this Country and especially among Men of the High Rank and Station of the Cross Complainant the said Word Memorandum is always written first at the beginning of Notes payable on demand or Obligatory of the Nature of the Note according [illegible] which this Defendant hath Commenced his original

not [illegible] for [illegible] [illegible] with the said Ramsey may [illegible]
and collected by him the said Cross Complainant and [illegible] [illegible] the
Cross Complainant doth not pretend that [illegible] the said [illegible]
by the said Randall McDonald but by his father the [illegible] [illegible]
[illegible] given him the said Randall McDonald [illegible] upon the Cross Complainant
And this Cross Defendant saith that if the Cross Compl.t upon the strength
and confidence of the said order or upon any other cause or consideration
to him being or seeming sufficient did execute the said note of hand or
writing obligatory which in itself is full and sufficient and doth not mention
[illegible] any charge or contingency to save the Cross Complainant from
his obligation to pay the same but on the contrary all such exceptions are
absolutely excluded by the express terms of the said note of hand or writing
obligatory which saith that the sum of Twenty Thousand Pesos is to be
paid in nine months from the date thereof without any objection the
Cross Complainant is therefore in equity [illegible] the said [illegible] the full amount thereof
and is not at liberty to make any objections thereto And this Cross Def.t
saith that he cannot say upon what amount or consideration the
said note of hand was given by the said Randall McDonald and that
the Cross Complainant was acquainted therewith at the time Cross Def.t
believes the Cross Com. Compl.t was convinced that it was upon good
consideration and binding upon good consideration and binding upon
him or it would have been [illegible] for him this Cross Defendant to
demand the same from the said Randall McDonald which
he did with a view of securing himself thereby in a better manner

Advanced them to have the full amount of the said Fifty Thousand Rupees accompanied with a letter &c. This Cross Complainant Saith that [illegible] order from the said Omdatull Omrah Not to pay the said Omdatull Omrah [illegible] the Sum of Twenty Thousand Rupees unto the Cross Defendant [illegible] but the Cross Complainant having already [illegible] to pay the same out of the said Fifty Thousand Rupees in Consequence of the Order of the said Omdatull Omrah which Order [illegible] of payment of [illegible] of the property to be paid to the Cross Defendant at the time and Place by the Cross Complainant to be Made good and the Cross Compl. [illegible] not bound by any order of the said Omdatull Omrah the Sum of Money to him to be paid by the Cross Complainant being in Consequence of an Order from the Right Hon.ble [illegible] who had appointed the said Complainant to be Renter or Collector of the said [illegible] Country which Order he accepted and was therefore bound to make the same good that the Cross Defendant Saith that the said Order was allowing the said Omdatull Omrah to have had any Jurisdiction or Power in the said [illegible] Country which he Could not have from the Nature of the Cross Compl.ts appointment as Renter which vested him with the sole power and authority in the said Country this Cross Defendant saith that the said Note of Hand became payable and at once the Duty of the Cross Complainant to have Paid the Same before he could avail himself of any subsequent [illegible] he might afterwards be laid under to pay the same from the Maxim that no one Shall take the Advantage of his own wrong and the Cross Complainant by his own Shewing demonstrates [illegible] in his [illegible] Complying with the said Order by refusing to pay the

Defendant saith that such Argument did take place which this Cross Defendant saith he did not Conceive Necessary for him to relate the said Circumstances being quite foreign to the Matter and Cause in question and unnecessary for him to Answer being a mere Circumstance Very foreign to the Allegation that of the Cross Complainant to pay off and discharge the Note of hand in Question upwards of three Months.

This Cross Defendant saith that the Cross Complainant remained in his Employ as Steward of the Vessel Constantly until the Aug^t 1775 after which he went to [illegible] where he stayed until he was obliged to quit on Account of [illegible] of Hyder Ally into the Carnatick which happened Some time in the Month of July last past that Some time about that period the Cross Complainant Came to Madras but then he Could be without apprehension of any Demand being Made on him on Account of the Note of hand in Question this Cross Defendant Cannot then see that Such Confidence Could be the effect of his keeping himself Concealed as he did for a very Considerable time as it was with the Greatest difficulty that this Cross Defendant was enabled to Discover the [illegible] of his Abode [illegible] Could be Served by him to any Note of the Cross Complainants Confidence proceed from his Notions of the said Note of hand having been Cancelled by the [illegible] of the Nabob the Cross Complainant was deemed [illegible] the said Note Remain in full force ag^t him and unaccounted either by the said Nabob [illegible] any other person or Persons or by any ways or Means whatsoever And this Cross Defendant doth Absolutely deny that the Cross Complainant did Lately [illegible] expensive to this Cross Defendant to demand the said Note of hand and that this Cross Defendant [illegible] the [illegible] to said Demand [illegible]

[illegible]

[illegible] the said Randall McCormick [illegible] and
Payment of the said [illegible] of the said Note
[illegible]
[illegible]
[illegible] the Cross Complainant [illegible]
[illegible] the said Randall McCormick and the Cross Defendant
to the Payment [illegible] the said Randall McCormick [illegible]
and [illegible] the said Randall McCormick
in Payment of the Note of Hand [illegible] the said Randall McCormick
[illegible] the same to be cancelled [illegible] Defendant
[illegible] from the Defendant [illegible]
[illegible] the Cross Defendant doth [illegible]
[illegible] by fair Means and [illegible] of Payment
made to the Cross Complainant [illegible] the Cross Complainant [illegible]
[illegible] about the Middle of May last past
and this Cross Defendant saith that the Cross Complainant [illegible]
[illegible] of this Cross Defendant [illegible]
[illegible] acknowledged the [illegible]
of Money [illegible]
Notwithstanding any Matter or thing to the Contrary by him [illegible]

And in Answer to the [illegible] by the Cross Compl^t^ [illegible]
[illegible] the said Note of Hand [illegible]
Cross Defendant saith that the [illegible] sufficient [illegible]
[illegible] the Cross Defendant the Note of Hand
[illegible] obligation on the Part of the Cross Defendant [illegible]
[illegible] and this Cross Defendant doth [illegible]

That this said Defendant absolutely denys that he either directly or in-
directly Menaced or offered the said Complainant [illegible] in any
behalf of the said Complainant to accept of the Sum of Ten thousand Pounds
in Consideration of his making & drawing his Bond [illegible] the Memorandum
note of Hand in question and to deposit with the said Daniel McDermott
for the Payment thereof and that the same is a presumption of the truth
Denies this Defendant saith that the said Complainant hath since the
Commencement of the Suit at law [illegible] offered after [illegible]
[illegible] of this Defendant [illegible] part of the Sum [illegible]
Bond for the remainder [illegible] and that the said Complainant
offered to pay half of the said Sum in ready Money and to give a Bond for the
other half which this Defendant was willing to accept but he found that the said
Complainant [illegible] Persons
of no Property to [illegible] which Circumstance this
Defendant [illegible] to the Satisfaction of the [illegible] and that the
[illegible] the said [illegible] offered as Bail
And this Defendant [illegible] by the said
Complainant [illegible]
Bond or Bonds from the said Daniel McDermott [illegible]
any Memorandum Note Bond or obligation in [illegible]
[illegible] with the said Memorandum of hand [illegible]
[illegible] and in Order to give full Satisfaction to the said Complainant
and to shew his willingness to disclose the whole of the Transaction
between him [illegible] the said Daniel McDermott in Respect
[illegible]

complainant and also another [illegible] his Brother Peter [illegible] in manner

wherein the said Complainant made a letter to the said Defendant promising to pay

off the said Note of hand as soon as twenty Days [illegible]

for the Liquidation of the [illegible]

of which the said [illegible] and the said Defendant [illegible] any Message from

the said Complainant further than he hath already [illegible] of the said Complt

frequently promised to pay off and discharge the said Note of hand and the money

and [illegible] by the said Complainant [illegible] the foregoing of

the [illegible] any Message from the said

Peter [illegible] further than he hath [illegible] Promises of Payment

on behalf of the [illegible] the said Complainant

All Which Matters and Things the said Defendant is ready &

willing to aver maintain and prove as this Honble Court shall award and most humbly

Prays to be hence dismissed with his reasonable Costs and Charges in this behalf

Most wrongfully sustained

Mary [illegible]

[illegible] said Deft

Translate [illegible] of a Letter [illegible]

[illegible] 11th [illegible]

1773. of [illegible] 26. March 1774

Dear Sir

Some time the [illegible] Month dated [illegible] 1773

[illegible] Note of [illegible]

[illegible]

that [illegible] indebted unto the said Complainant the Sum of [illegible] thousand [illegible] hundred

and Ninety Eight Pag.s and Eight fanams as the Same is mentioned fully and

Set forth and stated by the said Complainant in his said Bill of Complaint &

or the [illegible] [illegible] demanded or any other Sum or Sums of Money

whatever this Defendant having [illegible] dealings or Connections with

the said Complainant of any kind or Nature whatever this Defendant for

further Answer saith that he [illegible] Particularly and that the said

Complainant should Make the Demand in any [illegible] said Compt

[illegible] that this Defendant [illegible] [illegible] Consideration

with [illegible] that this Defendant [illegible] the said Complainant [illegible]

whatever for the Instrument or [illegible] Matters of Cause and

Demand this Defendant [illegible] the [illegible] Matter of [illegible]

to [illegible] the Honble Court that the said Complainant [illegible]

[illegible] this Defendant [illegible] from the Honble Court that the

said Complainant [illegible] similar Instrument from this Defendant [illegible]

[illegible] this Defendant [illegible] of this Defendant

in the [illegible] of [illegible] the said Complainant [illegible]

[illegible] from the said [illegible] the said Instrument [illegible]

of [illegible] this Defendant [illegible] the said Instrument [illegible]

[illegible] from this Defendant said [illegible] Pagodas [illegible]

[illegible] from this Defendant [illegible] after the appointment of this Deft

[illegible] by the Order

[illegible] this Defendant [illegible] similar Instrument to the said

[illegible] this Defendant [illegible] by the said

Complainant [illegible] this Defendant [illegible]

[illegible]

the Amount of the very Instrument produced to his Own [illegible] by the Defendant the Defendant begs leave to Remark that it is very singular that the Complainant [illegible] that the Defendants Responsibility alone should so often and in so urgent a Manner press the said Omdut ul Omrah to discharge the Amount of the said Instrument of which the Defendant [illegible] Nothing able to prove to the Satisfaction of this Honble Court [illegible] a Debt of the Defendants what had Omdut ul Omrah to do with it [illegible] of Plausibility could the said Complainant apply to Omdut ul Omrah to discharge another Man's Debts Does the said Complainant [illegible] from that [illegible] previous and [illegible] Conduct of this Cause [illegible] that Omdut ul Omrah is under an Obligation of the Discharging the Debt of any Person whatever or has the said Complainant been actuated by the common [illegible] not uncommon Principle of endeavouring to gain a Security of [illegible] and [illegible] as possible from each [illegible] of them have been his Motives the Defendant knows but of some other possible [illegible] that the said Complainant looked upon Omdut ul Omrah as the Real debtor and the Only Responsible person [illegible] to the said Complainant Afterwards the said Replication that the Payment of the said Instrument was absolute and not limited to any Contingency or Collateral Event the Defendant begs leave to quote the said Instrument as of [illegible] Contradiction of all the very beginning of which is on [illegible] of the Nawab or Tunkha of Fifty thousand Rupees the Yearly Allowance of the late Omdut ul Omrah and by which and the Condition of the Instrument is expressly limited to be paid out of Omdut ul Omrah's [illegible] Allowance which [illegible] supposition of [illegible]

any

[illegible]

that this is one particularly Demands the aid and Interposition of a Court of Equity to Relieve this Defendant from the Most Unjust Demand and Extortions Made And from the Most Unmerited hardships as have ever experienced this Defendant Conceives that the Ingenuity of Man Can scarcely invent a piece of greater Injustice than to Compel a Person to abide by an Agreement from which he Neither did nor could derive any inducement for the entering into which he Received no kind of Consideration and the only effect of which Must been notable destruction to the [illegible] such a situation surely calls loudly for the Interposition of some Controlling Power to Correct such unparallelled hardships [illegible] Repugnant to Equity Justice And Humanity this Defendant for further Answer saith that he knows no Legal & equitable Reason why this Defendant should still be bound by the said Indenture which this that he Executed the same by the Order aforesaid Superior whom he durst Not disobey and therefore being Executed neither Voluntarily Nor for a Valuable Consideration both law and Equity Seem Pronouncing it of no Validity To all which Reasons Suffered and alleged by this Defendant he is of Opinion that the said Demand of the said Complainant is unjust and Illegal and in Regard to Any other Matter or thing as afore and alleged in the said Complaint and Complainants to which this Defendant hath not Particularly Answered this Defendant saith that the same is not Material or in so far as Sufficient for him to make Any other or further Answer thereto

All which Matters and things this Defendant is Ready to aver Maintain and prove as this Honourable Court shall

Direct

Defendant and Most humbly prays as in and by his said Bill of Complaint he hath already Prayed

Thomas Jones
Att.y Cross Compl.t

Dated 10th Aug 1781

The Cross General Rejoinder of [illegible] of [illegible] Cross Defendant to the Cross General Replication of [illegible] of the same [illegible] Cross Complainant

This Defendant saving and reserving to herself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the Complainants said Replication contained for Rejoinder thereunto Saith that she will aver Maintain and prove all and singular the Matters and things contained in her the Defendants Answer to be good Certain true and Sufficient in the Law to be Rejoined unto in Such Manner and form as the same are therein and thereby Setforth and Alledged and that the said Replication is uncertain untrue and insufficient for her the Defendant to make any further answer unto save [illegible] hereafter mentioned in this her Rejoinder and this Defendant Again absolutely Denies to stand Indebted unto the said Complainant as in his Bill of Complaint and in his Replication

All Which Matters and things this Defendant is Ready and willing to aver Maintain and prove as this Hon.ble Court shall award and Most humbly prays as in and by her said Answer she hath already Prayed

Mary Du Jay
Att.y Def.t

did the Attorney for the Original Complainant and Cross Defendant in this Cause
the [illegible] Consignment of the Original Defendant and Cross Complainant
[illegible] or either of them [illegible] per pound
[illegible] and whether the said Attorney had any and what Conversation
with the Original Defendant and Cross Complainant and in what language
and if [illegible] and whether by means of an Interpreter or otherwise and whether
[illegible] the said Conversation upon the subject of the [illegible] said [illegible]
whether did the Original Defendant and Cross Complainant agree or offer
to pay the said Dollars [illegible] and whether any and what sum of Commission
or manner of [illegible] the said Original Defendant and Cross Complainant was
proposed by the said Att.y to the Original Defendant and Cross Complainant
to the said Att.y and of what Value was such sum of Commission or
manner of [illegible] the said Original Defendant and Cross Complainant
State the same particularly did the Original Defendant and Cross Compl.t
[illegible] during the time of the said Complainant's
[illegible] during the said Complainant of your [illegible]
[illegible] from any Person or Persons and whether the Original Defendant
and Cross Complainant at such time or times of the [illegible] fore-
going [illegible] in his Complainant [illegible] upon the subject
of the [illegible] and whether [illegible] any
time or manner of Commission the same [illegible] and time and time
or manner of Commission [illegible] any Matter or thing now
mentioned [illegible] Person [illegible] or of any other
Person

[illegible]

Cause relating to the Matters in dispute in this Cause and whether you well knew the said

Pedro Samuel Carne [illegible] Mother and [illegible]

were not present by when Offer what the Nature of your Conversation relating

to the present Suit and whether the said Pedro Samuel Carne [illegible]

any that the same may [illegible] and whether any and what were

or offer of Accommodation proposed relating to the Offering or allowing the

[illegible] or Release of the Original Defendant and Cross Complainant from

[illegible] Offer and what were the Nature and Conditions of such offer and those

of Accommodation and whether the Same were made at one or more and

at many different time or times relate the same Particularly as you have been

informed and do believe that the same was and did happen whether the Compl.

had any and what Conversation with the said Pedro Samuel Carne relating

to the said Matters at any And what time [illegible] with the [illegible]

of the Suit and [illegible] what Manner was the Same offered and brought

about and when and by what Means and whether any offer was ever made

made by by the said Pedro Samuel Carne on behalf of the Original Defendant

And Cross Complainant or by the Original Complainant and Cross Defendant to

the said Pedro Samuel Carne towards an accommodation of the Matters in

dispute if yea what were the terms of Such accommodation proposed by the

said parties particularly and respectively declare the same fully and at large

[illegible] as you do know have heard and have been informed and believe together

with the reasons of such your belief.

[illegible] 5. Did the Original Defendant and Cross Complt.

[illegible]

[illegible] ABCDE and F [illegible]

[illegible] language [illegible]

[illegible] language [illegible]

[illegible] ABCD

E and F [illegible] English language [illegible]

[illegible] language [illegible]

[illegible] language [illegible]

[illegible] language [illegible]

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Lastly the Witness Mr. Pyer know of any other Matter or thing or have you heard can you set forth any thing touching the Matters in question in this Cause that may tend to the Benefit and advantage of the Original Complainant and Cross Defendant Pyer besides what you have been before Interrogated unto if yea Declare the same fully and at large as if you had been therein Particularly Interrogated

Henry Du Pré
S[illegible] Original Compl.t
& Cross Defendant

Translate as near as can be of a Note of hand Said to be of [illegible] from the [illegible] Language

Know all men by these Presents that the Sum of 2000 St. Pagodas being Amount of the [illegible] the Annual Allowance to Nabob [illegible] Bahadur which Sum of 2000 St. Pagodas I bind myself to pay unto Mr. James [illegible] at the Expiration of 3 Months from the Date hereof [illegible] Written December the 16 1772

[illegible] the Seal Set to them

[illegible] Names

(Seal) It is a general Custom among the [illegible] that they do not sign to their Obligation

A True Translate as near as can be
[illegible]

(744)

15 (745)

full and perfect [illegible] the Truly [illegible]

[illegible] for the Same

[illegible]

Item Translation as marked

of Thadeus Agapery C

This Exhibit Marked B was Shewn to Thadeus Agapery Catchick at the time of his Examination by Comm on the Part of the Original Complainant and Cross Defend.t in a Cause now depending and at Issue in the Hon.ble the Mayors Court at Madras wherein Isaac Martins is Original Complainant and Cross Defend.t and Aumanvally Cauna is Original Defendant and Cross Compl.t on the 12th Day of July Anno Domini 1781.

Rich.d Dighton
Comm.r

This Persian Paper Marked B was Shewn to Cojee Abdulaziz at the time of his Examination by Comm on the Part of the Original Compl.t and Cross Defend.t in a Cause Now depending and at Issue in the Hon.ble the Mayors Court at Madras between [illegible] wherein Isaac Martins is original Compl.t and Cross Defendant and Aumanvally Cauna is Original Defendant and Cross Complainant on the 12th Day of July Anno Domini 1781.

Rich.d Dighton
Comm.r

This Paper Writing marked C was shewn to [illegible] at the time of his Exami-
nation [illegible] Defendants [illegible]
[illegible]
[illegible] Defendants [illegible]
[illegible] Defendant and [illegible] the 12th Day of July
[illegible]

Richd Dighton

[illegible]

D

[illegible] as near as can be of a Note said to have written by Samuel [illegible] with his own
[illegible] to Mr Solomon [illegible]

Dear Sir

I Unavoidably [illegible] that I will [illegible] you
Money [illegible] Cash or by Bill of Exchange upon a [illegible] within one Month
time as I have before [illegible] you and now the time of the Payment of [illegible]
will be at the End in the Month of [illegible] and [illegible] I have [illegible]
Urging and [illegible] Letter in answer [illegible] and you [illegible] therefore
you must be [illegible] and I have no more to write about it

I Am Translated as Near as can be &c

[illegible]

This Exhibit marked D was shewn to [illegible] at the time of his Exami-
[illegible] Defendant [illegible]
[illegible]
[illegible]
[illegible] Richd Dighton
[illegible]

This Bill marked E was shewn to [illegible] at the time of his Examination before me on the Part of the Original Complainant and Cross Deft. in a Cause Now depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam wherein James Martin is Original Complainant and Cross Defendant and Annavarittly Lawn is Original Defendant and Cross Compl. on the 11th Day of July Anno Domini 1781

Richd Dighton
Exr

This Persian Paper Marked E was shewn to [illegible] at the time of his Examination before me on the Part of the Original Complainant and Cross Defendant in a Cause Now depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam wherein James Martin is Original Complainant and Cross Defendant and Annavarittly Lawn is Original Defendant and Cross Complainant on the 12th Day of July Anno Domini 1781 —

Richd Dighton
Exr

F

nslated as Near as Can be from a Note Said to have been Written with handwriting of [illegible] Lawn to Mr James Martin from Persian language to Eng [illegible] —

Dear Sir

Now I am promising to have some Money for which Purpose I have written [illegible] and [illegible] the Money [illegible] will take up a Space of 8 or 10 Days in which time I shall pay you the money and take your [illegible] and I shall not be Neglect [illegible] in paying the Same to you

Translated as Near as Can be [illegible]

Cross Defendant on the 12 Day of July 1781 Sworn at the Office of Mr
Thomas Lowndes in Attorney for the Orig^l Defendant and Cross Compl^t
of [illegible] [illegible] the Same Title and place
of Abode of the said Deponent that aforesaid on the Same Day being Sworn
and Examined Deposeth as follows

To the first Interrogatory this Deponent Saith that he doth know the Original
Complainant and Cross Defendant James Hackman in this Cause and
that he hath so known him 20 Years and Saith he doth know the Original
Defendant and Cross Complainant [illegible] in this Cause &
that he hath so known him about Nine Months past or upwards and more saith
not to this Interrogatory

To the Second Interrogatory this Deponent saith that he hath heard of the
Differences in question in this Cause between the Orig^l Compl^t and Cross Def^t
and the Orig^l Defendant and Cross Complainant Named in this Interrogatory
and that about [illegible] Months past the Original Complainant and Cross Defendant
came to this Deponent's apartments in the [illegible] when one [illegible] came
came to the said Orig^l Complainant and Cross Defendant [illegible]
[illegible]
Orig^l Defendant [illegible]
the Original Complainant and Cross Defendant [illegible] the Original
Defendant and Cross Complainant [illegible]
and unable to pay the Money [illegible] Orig^l Compl^t and Cross Def^t
[illegible] Complainant [illegible] and this Deponent [illegible]
[illegible] the Original Complainant and Cross
Defendant the sum of Eight Hundred [illegible] Money &
[illegible] from the Orig^l Defendant and Cross Compl^t and

Deponent and afterwards on the same day being sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he doth know the Origl. Compl.t and Cross Defendant James [illegible] in this Cause and that he hath so known him Eight years or thereabouts and that he doth know the Original Defendant and Cross Compl.t [illegible] in this Cause and that he hath so known him two years or thereabouts and More saith Not to this Interrogatory

To the 2nd Interrogatory this Deponent saith that he doth know of the Matter Relating to the Cause and dispute and that he did go to the Town fort with the Attorney Henry Dejoy for the Origl. Compl.t and Cross Defend.t to the Origl. Defendant and Cross Compl.t [illegible] the confinement of the said Original Complainant and Cross Defendant in the Town fort and attended the Attorney and that he went to the Town fort at the Request of the said Attorney for the Purpose of [illegible] between the Original Defendant and Cross Complainant and the said Attorney for the Origl. Compl.t and Cross Defendant and the said Att.y had a Conversation upon the subject of the Cause in dispute with the Origl. Defendant and Cross Complainant and the Cause in the [illegible] language through the Means of this Deponent as Interpreter and this Deponent said that the Attorney Henry DeJoy desired him to Inform the Origl. Defendant and Cross Compl.t that he had better settle the Debt in question in order that he Might Obtain his Enlargement from Prison which he and other Creditors [illegible] [illegible] the Contended ought Entitled [illegible] for his [illegible] of Prison and the said Origl. Deft.

and

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[illegible]

to Mr De Bury who obtained a Similar Warrant in the Local Court which sent to the Orig.l Defendant and Cross Complainant by this Deponent and said him to mention the Original Defendant and Cross Complainant if he would settle the Cause in question in two or three Days between the Original Complainant and Cross Defendant and that the Orig.l Defendant and Cross Compl.t in three Days time named said it would be better for him otherwise as other Creditors would Sue him and he would find it difficult to get released from Goal of which this Deponent informed the said Original Defendant and Cross Complainant would do it instantly and Accordingly the Orig.l Defendant And Cross Compl.t sent one of his Men and a Peon belonging to this Deponent to call the Original Complainant and Cross Defendant who came to the Goal and talked to the Orig.l Defendant and Cross Complainant but what they talked about this Deponent did not hear and after the said Orig.l Complainant and Cross Defendant went away the said Original Deft and Cross Complainant told this Defendant that he had settled every thing and that he would give Security tomorrow and this Deponent came away and informed his Attorney Mr De Bury of what had happened and him to go and ask the Original Compl.t and Cross Defendant what had happened and that the Original Defendant and Cross Complainant had offered him Six thousand Pagodas in Ready Money and a Security Bond from Moodaly Mahomed Cawn and Baudeen Ismal Cawn for Remainder and that he had told the Original Defendant and Cross Complainant that he should

[illegible]

Many and that his Brother had Pressed upon him some Money and that as soon as he could Raise the half of the Debt in ready Money he would Pay it and he desired this Deponent to enquire of Mr Dupuy whether he would alter his Mind about the Annuities he had before offered of which this Deponent informed Mr Dupuy and this Deponent Saith that on a Tuesday some time after that by the desire of Mr Dupuy he called for the Original Complainant and Cross Defendant himself to Original Defendant and Cross Complainant and desired to know what he intended to do in respect to his promises and the Original Defendant and Cross Complt told this Deponent that he was endeavouring to get the Differences settled and that in the Course of that Tuesday that half of the Debt due would be Ready in Money and that he would get the twenty Pound settled and desired Mr Dupuy would come himself to the Goal that Tuesday and get the [illegible] of [illegible] after Mr Dupuy obtained a Contra Warrant from the Court his other Creditors would have fell and Come upon him of which this Deponent Informed Mr Dupuy and More Saith not to this or the last Interrogatory

Richd Deighton

D

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[illegible] Between [illegible]

Deposition [illegible]

[illegible]

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cause the Pendency of this Cause and that he hath so known him [illegible]
and the said Bodee Somant Cawn is Brother to the Original Defendant
And Cross Complainant and this Deponent saith he hath heard the
Words of the said Bodee Somant Cawn about two or three times about
Two or six Months past and the said Bodee Somant Cawn sent for
this Deponent to come to him and the Conversation that passed was
relative to the Present Suit and the said Bodee Somant Cawn
did Acknowledge the said Suit to be just and this Deponent saith
the said Bodee Somant Cawn desired him to get his Brother in
law the Original Complainant and Cross Defendant and offer him
by way of Accommodation from him Seven hundred Pagodas
in Ready Money three Hundred Pagodas in two Months and that
he Bodee Somant Cawn his Brother the Original Defendant
and Cross Complainant should give the said Original Complainant
and Cross Defendant a Sunt Bond for the Remainder in One Year
at two different times and this Deponent saith at the times and
this Deponent saith at the time the above Conversation passed
the said Bodee Somant Cawn said that his hand being Twenty
Two thousand Pagodas which he had the Mark for him to Pay in
Ready Money if the time had been better but that the Business was
at that time much distressed and at the same time he offered this
Deponent

[illegible] Deponent [illegible] Original Defendant [illegible]

[illegible] Deponent [illegible] Original Complainant and Cross Defendant [illegible]

[illegible] Deponent [illegible]

[illegible] Dept [illegible]

Mayors Court at Madraspatnam

Between [illegible]

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

**Shroff Cundapah Chitty** of Madras Shroff aged 30 years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant on the 19th Day of July 17[illegible] [illegible] Commissioners [illegible] for the Original Defendant and Cross Complainant [illegible] the same Day being sworn and examined Deposeth as follows.

1st ... To the First Interrogatory this Deponent saith that he doth know the Original Compl.t and Cross Defendant [illegible] and that he hath so known him for [illegible] years and that he doth know the Original Defendant and Cross Compl.t [illegible] and that he hath so known him [illegible] and more he saith not to the Interrogatory.

6th ... To the Sixth Interrogatory this Deponent saith that he doth [illegible] of [illegible] and that he hath so known [illegible] years [illegible] by the Original Complainant and Cross Defendant [illegible] the Original Complainant and Cross Defendant [illegible] this Deponent saith that he hath been Present at [illegible] in the [illegible] Language between the Original Defendant and Cross Complt and the said [illegible] Deponent that the Matters [illegible] questions and this Deponent saith that the [illegible] Original Defendant and Cross Complainant [illegible]

[illegible]

Robt Dighton

[illegible]

Mayor's Court at Madraspatnam

Between [illegible]

[illegible] Calender [illegible]

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Complainant and Cross Defendant [illegible] and that he hath acknowledged him [illegible] the said Original Defendant and Cross Complainant [illegible] with the Interrog.

9th. To the 6 Interrog. this Deponent saith on Reading and Hearing to him at the time of his Examination the [illegible] marked ABCD E and F in the English Language [illegible] thereunto Subscribed by him and [illegible] the same to be a true Translation as [illegible] can be from the Deponent the Persian Language and this Deponent saith he can [illegible] and doth understand the Persian Language [illegible] Persian [illegible] hath been [illegible] the Persian [illegible] and this Deponent saith he hath compared [illegible] the Contents of the said Original Paper in the Persian Language [illegible] and Persian Paper in this Deponent's presence and the said English Translations attested by this Deponent are true Translation as near as can be from the said Original Persian Paper and saith no further to the Interrogatories.

To the last Interrogatory this Deponent saith that after the said Original Defendant and Cross Complainant were committed to Prison by the Moors of [illegible] Mahomed [illegible] this Deponent [illegible] was related to the said Original Defendant and Cross Complainant and [illegible] belonging to the said Original Defendant

[illegible]

Richd Dighton

Mayor's Court at Madraspatnam

Between [illegible]

[illegible]

Complainant and Cross Defendant [illegible] and hath [illegible] with him [illegible] the said Original Defendant and Cross Complainant [illegible]

To the [illegible] Interrogatory this Deponent saith [illegible] ABCD E and F in the English Language [illegible] Translation as near as can be from the [illegible] Persian Language and this Deponent saith he can [illegible] understand the Persian Language [illegible] Persian [illegible] the said Original Paper in the Persian Language [illegible] this Deponent [illegible] by this Deponent as true Translation as near as can be from the said Original Persian Paper [illegible] Interrogatories

To the last Interrogatory this Deponent saith [illegible] Defendant and Cross Complainant [illegible] Mahomed [illegible] this Deponent [illegible] to the said Original Defendant and Cross Complainant [illegible] the said Original Defendant [illegible]

[illegible]

Recd Depositions [illegible]

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Mayor's Court at
Madraspatnam

Between [illegible] Original Complainant [illegible] Defendant [illegible] Original Defendant [illegible] Complainant.

Depositions of Witnesses [illegible] on the part of the [illegible] Original Complainant [illegible] as follows.

Caja Athianayagel [illegible] aged [illegible] years [illegible] the 13th day of July 1781 [illegible] the Original Defendant and [illegible] Deponent [illegible] as follows.

1. To the first Interrogatory this Deponent saith that he [illegible] knew the Original Complainant and [illegible] Defendant [illegible] and that he hath [illegible] known the Original Defendant and [illegible] Complainant [illegible] eighty years [illegible] and [illegible] Interrogatory.

7. To the seventh Interrogatory this Deponent saith [illegible] to him at the time of this Examination the Paper Writings in the [illegible] Character Marked ABCDE & F that the said [illegible] Language and this Deponent saith that he can read and understand the Character of said Language and that [illegible] Writings in the [illegible] Language [illegible]

[illegible]

9th [illegible]

10th [illegible]

11th [illegible]

Rich.d Dighton

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Mayor's Court at Madraspatnam

Wednesday the 5th day of Sept.r Anno Domini 1781

Present

Benjamin Roebuck Esq.r Mayor
James Call and William Webb
Aldermen

Between [illegible] of Madras Merchant Complainant and [illegible] of the same Place Merchant Defendant

These Causes Coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainant's Bill [illegible] annexed The Original Defendant's Answer [illegible] Translate of a Memorandum and [illegible] Letters annexed the Cross Bill [illegible] Translation of [illegible] Letters annexed the Exceptions [illegible] Exhibits annexed the Cross Answer the Rejoinder the Cross General Replication the Cross General Rejoinder the Interrogatories and Depositions on the part of the Original Complainant and Cross Defendant and the Exhibits annexed On Hearing the Pleadings made [illegible] the Attornies and Due Consideration had thereon This Court doth Think fit to Order and Decree that the Orig.l Defendant shall pay unto the Original Complainant the full and Just Sum of [illegible] Hundred and [illegible] Eight Pagodas & Eight fanams [illegible] [illegible] and [illegible] shall [illegible] Payment [illegible]

Jan^y 19 1781

To the Hon^ble the Mayor's

Court at Madraspatnam

Humbly Complaining [illegible]

[illegible]

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 [illegible] hundred and twenty [illegible] Pagodas [illegible] fanams and fifty [illegible] Cash with all such Interest thereon as Shall be [illegible] and the Costs of this Suit.

May it please this Hon^ble Court to Grant and Make [illegible] Mayor to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Hon^ble Court at a Certain time and Place to be by this Hon^ble Court Prefixed and Appointed then and there to Answer the aforesaid Bill of Complaint and further to Stand to and abide by such Order and Decree therein as this Hon^ble Shall Seem Meet.

19th January 1781

B. Popham
Att^y for the Compl^t

This Bill was Amended [illegible]
between the Days of Adjournment
the Summons Issue Returnable
the Next Court Day

B Roebuck
Mayor

2 March 1781

This is to Certify that the Complainant has Made Oath to the Justice of his Demand and that the Defendant has been within the Jurisdiction of this Court since the Cause of Action arose [illegible] Warrant of Sequestration [illegible]

Sworn before me B Roebuck
Mayor

(770)

Shake [illegible] Bateman [illegible]

1770 [illegible]

1771 [illegible]

Madras [illegible] 1771

Errors Excepted

Mayor's Court at Madraspatnam

[illegible]

Sura [illegible]

James Carr [illegible]

[illegible]

---

[illegible] Court [illegible]

[illegible] Defendant [illegible] Complainant [illegible]

Hundred and Twenty [illegible]

[illegible] 273. [illegible]

[illegible]

J. Carr

[illegible] 1771.

[illegible] Mayor

Court at Madraspatnam

Humbly Complaining [illegible]

[illegible]

of in And the same and every part thereof [illegible] [illegible] of Redemption in the Mortgage Bond contained. That the said Daniel Shaw hath been Requested divers and sundry times [illegible] to pay or Cause to be paid unto your Orator your Orator then Requested divers and sundry times the full And Said Sum of One hundred and fifty Pagodas together with all such Interest as shall or May become due thereon on demand of which Demand as him long since Made for the said Pagodas [illegible] with all Which Mortgage [illegible] Appear by a Copy of the said Mortgage Bond duly Executed by the said Daniel Shaw hereunto annexed for the Inspection of this Honble Court which your Orator Prays May be Admitted as part of this your Orators Bill of Complaint the Original of which is your Orators possession and ready to be Produced whenever your Orator shall by this Honble Court be thereunto Required your Orator further Sheweth unto this Honble Court that the said Sum of One hundred And fifty Pagodas with the Interest thereon or any part thereof hath not been paid by the said Daniel Shaw or by any other Person for him unto your Orator or any other Person for your Orator [illegible] and Provision in the said Mortgage Bond Contained your Orator further Sheweth unto this Honble Court that he hath frequently Under an amicable Manner Requested the Payment of the said Sum of One hundred and twenty eight Pagodas and twenty [illegible] fanams from the said Daniel Shaw

Bill Will [illegible]

(774)

[illegible]

---

90 9c (775)

and appointed [illegible]

and further [illegible]

[illegible]

The [illegible] 1781
This [illegible]
[illegible]

[illegible]
[illegible]

[illegible]

Dr Mr [illegible]

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1779<br>July | 2 | To the amount of [illegible] Bond on this Day | 150 | - | - | By Balance [illegible] | 178 | 27 | - |
| 1781<br>July | 7 | To Interest on Ditto from 2 July 1779 to this day is 1y [illegible] Month 5 Days at 12 p Cent p Annum | 28 | 27 | - | | | | |
| | | Pagodas | 178 | 27 | - | Pags | 178 | 27 | - |

Fort St George [illegible] June 1781

E. E.

[illegible]
[illegible]
[illegible]

Know all Men by these Presents that I [illegible] of [illegible] Inhabitant am held and firmly bound unto [illegible] of [illegible] the Just Sum of four hundred and [illegible] Pagodas and [illegible] Current Money [illegible] to be paid to the said [illegible]

Whereas [illegible]

Signed Sealed [illegible]

---

L.S.

No. 7270.

Know all Men by these presents that I Veelaundy Ischapah for and in consideration of the Sum of Thirty seven Pagodas and half to me in hand paid by Wallaramuttoo Sadachanah Reddy have Bargained and Sold and do hereby bargain and Sell unto the said Wallaramuttoo Sadachanah Reddy a piece of ground containing in length from North to South Eighty four feet and in breadth from East to West Twenty Nine feet together with a piece of ground adjoining thereunto in length from North to South forty four feet and in Breadth from East to West Twenty four feet which Premises are Situated at Triplicane in Nagainaican Gramany Vinayaka Street between the House of the said Veelaundy Ischapah and [illegible] Street the said Wallaramuttoo Sadachana Reddy has built a house upon the said premises valued by Valayapah Maistry Bricklayer at the Sum of three hundred Pagodas To have and to hold the said House & ground and every Part thereof with all The Appurtenances thereunto belonging to the Same unto the Above Named Wallaramuttoo Sadachana Reddy his heirs and Assigns for ever In Witness whereof I have hereunto Set my hand in Fort Saint George this 26th Day of August One thousand Seven hundred and Seventy Seven —

The Mark of Veelaundy Eeshapah

Witnesses
Vackapen Pandapen
Valayda Maistry
Tavan Cinsody Carnapah

A true Copy
Thomas Jones
Asst for Compy

Registered in Fort Saint George
this 27th Day of Augt 1777

Mayors Court at
Madraspatnam —

Tuesday the [illegible] Day of [illegible]
Anno Domini 1779.

(L.S.)

Mayors Court

Present
James Call Esquire Mayor
Edwd John Holland [illegible] Esquire [illegible]
Aldermen

Between Daniel Shaw of Madras
Inhabitant Complainant and [illegible]
Reddy of [illegible] Inhabitant Defendant

The Defendant being in Court and acknowledging
the Justness of the Complainant's Demand This Court doth hereby
Order and Decree that the Defendant shall pay unto the
Complainant the full the full and Just Sum of Two hundred and forty
[illegible] Pagodas and thirty Nine fanams (Pag 243.39) together
with all Such Interest as [illegible] [illegible] [illegible]
until full Payment [illegible] [illegible] [illegible]

[illegible]

James Taylor
Regr

A true Copy
Thomas [illegible]
[illegible]

---

Know all Men by these Presents that I Daniel Shaw of Madras Inhabitant am held and firmly bound unto Kistnadoss Vengadoss of the same place Inhabitant in the Penal Sum of three hundred Pagodas Current Money of Madras to the Payment whereof well And Truly to be made to the said Kistnadoss Vengadoss his heirs Executors Administrators or Assigns I do 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 aforesaid this Second Day of July in the Year of Our Lord One thousand seven hundred and seventy Nine

Whereas the Above bound Daniel Shaw Hath Borrowed and Received of the Above Named Kistnadoss Vengadoss the full And Just Sum of One hundred And fifty Ps [illegible] of this Condition to bear at Interest at the Rate of 12 P C Payable on Demand as further Security for the Payment of the said Sum the said Daniel Shaw hath Lodged a Mortgaged Bond of Sadachana Reddy for the Sum Two hundred and [illegible] Pagodas and thirty Nine fanams and Payable the said Daniel Shaw to [illegible] the Bill of Sale of the said Sadachana Reddy House and Ground and a Decree of this Mayors Court

Now the Condition of this Obligation is such that if the above bound Daniel Shaw or his heirs Executors Administrators or Assigns shall well And truly pay or Cause to be paid unto the Above Named Kistnadoss Vengadoss his heirs Executors Administrators or Assigns the full And Just Sum of One hundred and fifty Pagodas together with such Intt as Shall or may become due thereon then this Obligation to be void and of none Effect otherwise to Continue in full force and Virtue

Signed Sealed and Delivered
(where no Stampt Paper is to be
had) in the Presence of
Joseph de [illegible]

Danl Shaw (L.S.)

A true Copy
Thomas [illegible]

Mayor's Court at Madraspatnam

[illegible]

It Appearing [illegible]

[illegible]

---

[illegible]

To the Worshipful the Mayor's
Court at Madraspatnam

Humbly Complaining [illegible]

[illegible] Great Britain [illegible]

[illegible] from the said [illegible] Richard [illegible]

[illegible]

But now so it is [illegible] that the said [illegible] Richard [illegible]

[illegible] to all and singular the matters

Nothing herein before [illegible] and [illegible] and effectually [illegible] Intents and Purposes as if the same [illegible] Again Repeated and particularly [illegible] and [illegible] Demised [illegible] Tenements [illegible] [illegible] all Costs of this Suit.

May it Please [illegible] unto William Richard Lewis to be Summoned [illegible] Sheriff of [illegible] George Town [illegible] Defendants [illegible] Personally to be [illegible] Hundreds [illegible] Court [illegible] Bill of Complaint [illegible] by such Process [illegible] Shall seem Meet.

Thomas Jones
Att. for Compl.

Dr. William Richard Lewis in Account Current With Joseph Webb Vintner Cr.

| 1781 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| June | 11 | To ½ Bowl Sangary | - | 15 | - | | | |
| | | To 4 Gent Tiffing | - | 32 | - | | | |
| | | To 3 Gent Dinner | - | 24 | - | | | |
| | | To 2 Bottle of Porter | 1 | - | - | | | |
| | | To 1 Bottle of C Beer | - | 6 | - | | | |
| | | To ½ Bowl Sangary | - | 15 | - | 3 | 1 | |
| | 14 | To 3 Bottle of Madeira | 2 | 6 | - | | | |
| | | To 1 Bowl Sangary | - | 30 | - | | | |
| | | To 1 Bottle C Beer | - | 6 | - | | | |
| | | To Tiffing | - | 6 | - | 3 | 6 | |
| | 21 | To ½ Bottle Madeira | - | - | - | - | 15 | |
| | 22 | To Games & Sangary | - | 8 | - | | | |
| | | To 1 Bowl Sangary | - | 30 | - | | | |
| | | To ½ Bottle C Beer | 1 | - | - | 1 | 38 | |
| | 25 | To ½ Bowl Punch | - | 6 | - | | | |
| | | To 1 Ditto Games by C.L. | - | 6 | - | | | |
| | | To 1 Bottle Porter | - | 21 | - | | | |
| | | To 1 [illegible] books | - | 6 | - | | | |
| | | To Share of Punch [illegible] | - | 11 | - | | | |
| | | To Tiffing and [illegible] | - | 17 | - | 1 | 27 | |
| | 27 | To 2 Bottle of C Beer | - | 12 | - | | | |
| | | To 1 [illegible] books | - | 6 | - | | | |
| | | To 4 Ditto Games [illegible] | - | 25 | - | | | |
| | | To 1 half Bowl Sangary | 1 | 11 | - | 1 | 26 | |
| | 28 | To 3 Bottle of C Beer | - | 12 | - | | | |
| | | To Tea | - | 6 | - | - | 18 | |
| | 29 | To 2 Bottle of Claret | - | 37 | - | | | |
| | | To 1 Bottle of C Beer | - | 6 | - | - | 38 | |
| | 30 | To 2 Gent Tiffing | - | 12 | - | | | |
| | | To 1 Bottle C Beer | - | 6 | - | - | 14 | |
| July | 2 | To 6 Games | - | 6 | - | | | |
| | | To ½ Bowl Sangary | - | 30 | - | | | |
| | | To 6 Bottle of C Beer | - | 36 | - | 1 | 34 | |
| | | To 1 [illegible] books | - | 17 | - | | | |
| | | To 1 Game | - | 1 | - | | | |
| | | To ½ Bowl Sangary | - | 15 | - | | | |
| | | To ½ Do. [illegible] | - | 15 | - | | | |
| | | To 2 Games by C.L. | - | 6 | - | | | |
| | | To 2 Games | - | 2 | - | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Brought Over | | | | | | |
| | To Dinner | - | 12 | - | | | |
| | To ½ of 2 Bottle of Madeira | - | 12 | - | | | |
| | To ½ of 4 [illegible] C Beer | - | 5 | - | | | |
| | To Glass of [illegible] | - | 2 | - | | | |
| | To Share of ½ Bowl Punch | - | 9 | - | | | |
| | To Tiffing | - | 4 | 10 | 3 | 5 | 10 |
| 5 | To ½ Bowl Sangary | - | 15 | - | | | |
| | To 3 Glass of [illegible] | - | 6 | - | - | 21 | - |
| 7 | To 5 Games | - | 5 | - | | | |
| | To ½ Bottle Claret | 1 | 26 | - | | | |
| | To 2 Supper lost | - | 26 | - | | | |
| | To 2 Games | - | 2 | - | | | |
| | To 5 Ditto Games by C.L. | - | 15 | - | | | |
| | To 7 [illegible] | 2 | - | - | | | |
| | To Ditto 3 Games by C.L. | - | 6 | - | | | |
| | To 3 Tiffing | - | 12 | - | | | |
| | To 1 Bottle of Porter | - | 22 | - | | | |
| | To ½ of 3 Do. Madeira | - | 32 | - | 6 | 4 | - |
| 8 | To 2 half Bowl Sangary | - | - | - | - | 30 | |
| 10 | To Supper | - | 12 | - | | | |
| | To Share of [illegible] | - | 1 | - | | | |
| | To 4 [illegible] Glass Broke | - | 3 | - | - | 16 | - |
| 12 | To ½ B Claret | 2 | 11 | - | | | |
| | To Tea [illegible] lost | - | 12 | - | | | |
| | To 4 Games by C.L. | - | 12 | - | | | |
| | To 1 [illegible] lost | - | 12 | - | | | |
| | To 3 B Claret lost | 1 | 21 | - | | | |
| | To ½ Do. Do. lost at Cards | - | 32 | - | | | |
| | To 2 [illegible] Broke | - | 2 | - | | | |
| | To ½ Bottle Madeira lost | - | 15 | - | | | |
| | To Supper for 2 gentlemen | - | 30 | - | | | |
| | To 1 Double Game | - | 30 | - | 9 | 34 | - |
| 11 | To 11 Games | 1 | 26 | - | | | |
| | To ½ Madeira | - | 15 | - | | | |
| | To ½ Do. C Beer | - | 3 | - | | | |
| | To 2 Tiffing | - | 12 | - | | | |
| | To ½ Bowl Sangary | - | 15 | - | 2 | 27 | - |
| 12 | To [illegible] Do. Bottle C. | - | 25 | - | | | |
| | To Tea | - | 6 | - | | | |
| | To 1 Glass Sangary | - | 4 | - | - | 33 | |
| 9 | To Tiffing | - | 6 | - | | | |
| | To ½ of Bowl Sangary | - | 10 | - | | | |
| | To 2½ Bowl Sangary | - | 31 | - | | | |
| | To Dinner | - | 15 | - | | | |
| | To 4 Glass Brandy | - | 16 | - | 1 | 38 | |
| 20 | To Share Bowl of [illegible] | - | 12 | - | | | |
| | To 1 B of Claret | 1 | 12 | - | 1 | 18 | - |
| 25 | To 2 B of [illegible] | 1 | 13 | - | | | |
| | To 1 Game by C.L. | - | 3 | - | 1 | 21 | - |
| 26 | To [illegible] at Billiard | - | - | - | | 6 | |
| | To Dinner | - | 12 | - | | | |
| | To 2 Brandy | - | 8 | - | | | |

Mayor's Court at Madraspatnam

Tuesday the 11th Day of Sept.r Anno Domini 1791

Present
Mr. James Call Junr. Alderman
Edw.d Garrow and Rob.t Duncan
Munro
Aldermen

Between [illegible] Plaintiff
[illegible] Defendant

It Appearing by the Records of this Court that the Usual [illegible] for the Defendant [illegible] Bill which he has Neglected Doing This Court [illegible] think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant Shall Pay unto the Complainant the full and just Sum of Sixty Seven Pagodas and [illegible] fanams [illegible] together with all such Interest [illegible] as Shall [illegible] Due thereon Untill full Payment [illegible] with Costs of [illegible]

[illegible]

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Filed 30 April 1791

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

Humbly Complaining Sheweth unto this Hon.ble Court your Orators William Hen[illegible] and John Leckie of [illegible] Inhabitants and the Executors [illegible] of the late [illegible] of Madras [illegible] Deceased that [illegible] of the same Place Inhabitant Stands Indebted unto your Orators in the full and just Sum of Four Hundred and Eighty Eight Pagodas and Twenty Seven fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred & Ninety four Pounds Nine Shillings and three Pence as [illegible] will More fully and at large Appear by the Copy of a Bond or Writing Obligatory hereunto Annexed for the Inspection of this Hon.ble Court to which your Orators Most humbly Refer and Pray that the same May be Admitted as part of this their Bill of Complaint the Original being in the Possession of your Orators and Ready to be Produced to this Hon.ble Court if Required and whereas your Orators have frequently and in a friendly Manner Requested the Payment of the said Sum of Four hundred and Eighty Eight Pagodas and Twenty Seven Fanams

But now so it is may it Please this Hon.ble Court to cause the said John [illegible] [illegible] the Same [illegible] your Orators [illegible]

[illegible]

Att^y Compl^t

96 (787)

Know all Men by these Presents that I John Allison am held and firmly bound unto Richard Terrell of Madras Inhabitant in the Penal Sum of Nine hundred and Seventy Seven Star Pagodas [illegible] fanams Current Money of Madras to the Payment whereof well and truly to be Made to the said Richard Terrell his heirs Executors Administrators or Assigns I do bind myself my heirs Executors Administrators firmly by these Presents In Witness Whereof I have hereunto set my hand & Seal in Madras this Tenth day of October in the Year of Our Lord One thousand Seven hundred and Seventy Nine

Whereas the above bound John Allison hath borrowed and received of the above Named Richard Terrell the Full and Just Sum of Four hundred and Eighty Eight Pagodas and Seventy Seven fanams Current Money of Madras agreed to bear an Interest at the rate of Ten per Cent per Annum Payable on Demand

Now the Condition of this Obligation is such that if the above bound John Allison his heirs Executors Administrators or Assigns shall well and truly Pay or Cause to be Paid unto the above Named Richard Terrell his heirs Administrators or Assigns the full and just Sum of Four hundred and Eighty Eight Pag^s and Seventy Seven fanams together with Interest as shall or may become due thereupon then this Obligation to be Void and of No Effect otherwise to Continue in full force and Virtue

Signed Sealed and delivered
Where no Stampt Paper is to be had
in the Presence of
Dedz Wadkinslee
Company's Writer

John Allison (L.S.)

A true Copy
Dan^l Shaw
Att^y Compl^t

Mayor's Court at Madraspatnam

Tuesday the [illegible] Day of Apl Anno Domini 17[illegible]

Present

Mr James Call[illegible] Senior Alderman

Edw Garrow and Thos Duncan[illegible] Munro

Aldermen

Between John Latham [illegible] Compl[illegible] and [illegible] Defendant [illegible] of the [illegible]

It Appearing by the Records of the Court that the Usual Order having passed for the Defendant [illegible] Complainants Bill [illegible] this Court doth therefore think fit to Order and Decree that the Defendant shall pay unto the Complainant [illegible] And Just Sum of four hundred and Eighty Eight Pagodas [illegible] Fanams Pags 488.27 [illegible] Shall hereafter [illegible] made also all Costs of this Suit.

Per Cur

---

To the Honble the Mayor's

Court at Madraspatnam

Humbly Complaining Sheweth this Honble Court your Orators John Latham and Angus Macintosh of Madras Inhabitants that James Peter of Madras aforesaid Gentleman and a Surgeon in the Service of the Honble English East India Company Stands Indebted unto Your Orator in the full And Just Sum of One hundred And two Pagodas Twenty Four Fanams and fifty Cash Current Money of Madras Making in Sterling Money Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty One Pounds And Nine Pence [illegible] as more fully and at large Appears by an Account hereunto Annexed for the Ins[illegible] of this Honble Court to which Your Orator Most humbly Refers and Pray that the Same May be Admitted as part of this their Bill of Compt And Whereas your Orators have Frequently and in a friendly Manner Requested the Payment of the Said Sum of One hundred And two Pagodas Twenty Four fanams and Forty Cash

But now so it is and may it Please this Honble Court the said James Peter Obstinately and wilfully Refuses to pay the Same or to give your Orator Any Manner of Satisfaction touching the Premises your Orators Pray a general Relief Such as to this Honble Court Shall Appear Equitable to Equity and good Conscience to the End therefore that the said James Peter 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

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

May it Please the Worshipful the Mayor and Aldermen [illegible]

James Peters to be summoned [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] shall [illegible]

28th June 1781

This Bill was filed [illegible]

on the Day of Appearance [illegible]

Returnable next Court Day

Dan Stone
Att.y for Pl.t

B. Roebuck

James Peters Esq.r [illegible]

1779 September 15 To the amount of your Note of Hand [illegible]

1781 To Interest on D.o [illegible]

[illegible]

Fort St. George
31st May 1781

Errors Excepted

[illegible]

Mayor's Court at Madraspatnam

Tuesday the 11th day of Sept.r Anno Domini 1781

Present

Mr. James Call Senior Alderman
Edw.d Garrow and Rob.t Duncan Munro
Aldermen

Between John Leatham and [illegible] [illegible] of Madras Inhabitant Compl.ts
and James Peters of the same place Inhabitant
Defendant

It Appearing by the Records of this Court that the Usual Rules have passed for the Defendant to Answer the Complainants the Complainants Bill which he has Neglected doing this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Compl.ts the full and Just Sum of One hundred and Two Pagodas Twenty Two fanams and forty Cash (Pag.s 102.22.40) together with all such Interest as [illegible] shall hereafter become due thereon until full Payment is made also all Costs of this Suit

P Cur.

Filed Sept 1791

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

Humbly Complaining [illegible] unto this Hon'ble

your Orator [illegible]

Benjamin Roebuck Esquire [illegible] Hon'ble [illegible]

[illegible]

hundred and Twenty Nine [illegible]

Current Money of Madras [illegible]

Britain at the rate of [illegible]

the Sum of [illegible]

and [illegible]

[illegible] Bill of Exchange [illegible]

this Hon'ble Court [illegible] your Orator [illegible]

of [illegible] Bill of Exchange [illegible]

[illegible]

Hon'ble Court [illegible]

this Hon'ble Court that Robert [illegible]

Hon'ble Company [illegible]

of Exchange [illegible]

[illegible]

in favor of the said Benjamin [illegible]

[illegible]

of Law and According to the Custom of Merchants protested for Non acceptance and non payment and the Bill returned unto your Orator on account of which your Orator on account of which your Orator hath paid said Bill of Exchange drawn by the said Benjamin Roebuck as Indorser or for the Recovery of the Amount thereof your Orator further Sheweth unto this Hon'ble Court that he hath frequently and in an amicable Manner Requested payment from the said Benjamin Roebuck of the said Sum of One hundred and Twenty Nine Pagodas Twenty four Fanams and eleven Cash.

But now so it is May it Please this Hon'ble Court that the said Benjamin Roebuck doth Obstinately And Wilfully Refuse to Pay the Same or to give your Orator Any Manner of Satisfaction touching the Premises your Orator prays of general Relief such as to this Hon'ble shall appear agreeable to Equity and Good Conscience to the Premises that the said Benjamin Roebuck May upon his Corporal Oath full true direct And perfect Answer Make to All And Singular the Matters And things hereinbefore Setforth And Alledged as fully truly particularly to all Intents and Purposes as if the Same were hereagain Repeated And particularly Interrogated And that he may be Decreed to Pay unto your Orator the the said Sum of One thousand and Seventy Nine Pag^s Twenty Two fanams and eleven Cash With all Interest that Now is or Shall hereafter become Due thereon and Also all Costs of this Suit

May it Please this Hon'ble Court to Cause the said Benjamin Roebuck to be Summoned And Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof

(795)

100

To Thomas Holbrall Esqr Park Street
London

Sir

[illegible] Mr Benjamin
Roebuck or Order the sum of Three Hundred and Twenty One Pounds
ten shillings [illegible]

£ 321. 10.

Fort St George 12
October 1779

Sir Your Most Obedient Humble
Servant
Robt Latham

A true Copy
Thomas Jones
Notary Public

Pay the Contents to Mr Thomas Parish
Powell Esqr or Order
B Roebuck

Fort St George
13 October 1779

On this Day the First [illegible] Anno 1780

At the Request of Mr Thomas Coutts Esquire and Company of London Bankers [illegible] Notary Public by lawful authority admitted and sworn Dwelling in London did exhibit the original Bill of Exchange whereof the Copy is [illegible] at the House of Thomas Holbrall Esquire [illegible] on whom the said Bill is drawn and Demanding [illegible] that the said Thomas Holbrall was gone to London and that she had no orders concerning the payment of the said Bill

Whereupon I the said Notary at the Request aforesaid did and do by these presents protest [illegible] the Drawer of the said Bill and all others whom it doth or may concern for Exchange and Re-exchange costs Damages and Interests suffered and to be suffered for want

Dr Benjamin Roebuck Esqr [illegible] Thomas Powell Esqr Cr

| | | | |
|---|---|---|---|
| 1780 | [illegible] | 15023.3 | |
| | [illegible] | 40.20 | |
| | [illegible] | 1042.3 | |

Fort St George 6 September 1780

Thomas Jones
Notary Public

of Payment of the said Bill Thus protested in the Presence of

Edw^d Jenkins and } Witnesses
John Walker

In Testimonium Veritatis
Isaac J. Bragley [illegible]
1781

114

A true Copy
Thomas Jones
Att^y Compl^t

To Thomas Kitaill Esq^r [illegible] London

Sir

At [illegible] [illegible] [illegible]

[illegible] the Sum of [illegible]

[illegible] [illegible]

£ 321.10

Fort St George
12 October 1779

Your [illegible] humble [illegible]
[illegible]

A true Copy
Thomas Jones
Att^y Compl^t

On Tuesday the [illegible] of October [illegible] 1781

At the Request of Thomas [illegible]

I Isaac J. Bragley Notary Publick [illegible]

[illegible] London [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

---

of the said Bill.

Whereupon I the said Notary at the Request aforesaid did and do by these presents Protest as well ag^t the Drawer of the said Bill as all others whom it doth or may concern for Exchange Costs Damages and Interest suffered and to be suffered for want of Payment of the said Bill Thus protested in the Presence of John Walter and John Henry Collings Witnesses

In Testimonium Veritatis
Isaac J. Bragley Notary Publick
1780

6/9 A true Copy
Thomas Jones
Att^y for Compl^t

Filed 11 Sept 1781.

The Answer of Benjamin Roebuck Esquire Mayor of Madraspatnam to the Bill of Complaint of Henry Howard Penells of Madras Esquire

This Defendant 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 Complainant's said Bill of Compl^t contained for Answer thereunto or unto so much thereof as this Defendant is advised doth materially concern this Def^t to make Answer unto this Defendant Answereth and saith that he this Def^t doth acknowledge to stand indebted unto the said Complainant the Sum of One thousand and twenty nine Pagodas Twenty one fanams and that according other Sum of Money whatsoever unto this Honble Court shall be of opinion that this Defendant shall be bound to pay the Amount said for by the Complainant notwithstanding the Circumstances hereinafter

[illegible]

Was not Satisfied with the Weight of the Arguments Used by the said Robt. Latham but in Case the said Robert Latham should Draw a Set of Bills Payable to this Defendants Order And that this Defendant would Endorse them over to the Complainant in Such Case the Complainant would accept them in payment of the Sum which the said Robert Latham then Stood indebted to him this Defendant Saith that after a Considerable hesitation and under an assurance in the Most positive terms from the Said Robt. Latham that the said Bills should be punctually paid this Defendant Consented to Endorse them — This Defendant Saith that when he Received the said Bill from the Said Robert Latham he did pay Any value for the same And that therefore he Supposes the words value Received which words are usually inserted in Bills of Exchange were inserted this Defendant further Saith that on his endorsing the said Bills over to the Complainant he did not Receive Any value or consideration whatsoever from the Complainant nor had he once at any time to the best of his Recollection Any Conversation with the Complainant Respecting the Nature of the Complainants Transactions with the Said Robt Latham nor Respecting the Bills in question nor did the Complainant bring it to him or send it to him to Endorse but this Defendant Received the Said Bills of Exchange from the Said Robert Latham and after having indorsed it Returned it again to the Said Latham he never had Any Money Transaction with the Said Latham and that in Case of the Transaction above Set forth he had no Concern Except

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Sworn in Court
the 2 day of Apr 1731
Before me
James Carr

Attorney
[illegible]

Mayor's Court Tuesday the 2 day of
Madraspatnam Anno Domini 1731

Present

Mr James Carr Senior Alderman
William [illegible] [illegible]
Aldermen

[illegible]

---

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill the Copies of [illegible] Current [illegible] Protests and a Bill of Exchange Annexed the Defendants Answer on Hearing the Pleadings made thereof by the Attornies and due Consideration had thereon this Court doth think fit to Order And Decree and doth Accordingly Order & Decree that the Defendant Shall Pay unto the Complainant the full And Just Sum of One thousand and Twenty Nine Pagodas Twenty four fanams and 3 Cash or Pag.s 1029: 24: 3: together with all Such Interest as Now is or Shall hereafter become due thereon and all Costs of this Suit

J Carr

Filed 23d June 1731

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator George [illegible] [illegible] one of the Att.ys of this Honble Court that Gundavady Vencatasawmy Chitty of Madras Inhabitant Stands Indebted unto Your Orator in the Full and Just Sum of Two hundred And Twenty Two Pagodas Twenty four fanams And Seventy Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Eighty Nine Pounds or thereabouts as will More fully and at large Appear by the Copy of a Bond and [illegible] [illegible] [illegible] Annexed for the Inspection of this Honble Court to which your Orator Most Humbly Refers

Madraspatnam And the Districts thereof Personally to be And Appea
this Honble Court at a Certain time And place to be by this Honble C
Prefixed And Appointed then and there to Answer this your Orators B
of Complaint And further to Stand to and abide by Such Order a
Decreed thereon as to this Honble Court Shall Seem Meet

23d June 1781

This Bill was Shewn to me between
the Days of Adjournment to be [illegible]
If so Returnable Next Court day

Benjamin Roebuck
Mayor

Geo. I. Sheppard
Atty & Complt

Know all Men by these Presents that I Gundavaudy Venkatasawmy Chitty of Madras held and firmly bound unto Mr George Isaac Sheppard of the Same place in the Penal Sum of four hundred and Eighty Six Pagodas Current Money of Madras to the Payment whereof well And truly to be Made and to the Said George Isaac Sheppard his heirs Executors And Administrators firmly by these Presents In Witness whereof I have hereunto Set my hand and Seal in Madras this Eleventh day of February in the year of our Lord One thousand Seven hundred and Eighty

Whereas the Above bound Gundavaudy Venkatasawmy Chitty hath borrowed and Received of the Above Named George Isaac Sheppard the full And Just Sum Two hundred and forty Pagodas Current Money of Madras to bear the Rate of Nine per Cent per Annum Payable in One Year from the Date thereof

Now the Condition of this Obligation is such that if the above bound Gundavady Comerasawmy Chetty [illegible] George [illegible] [illegible] to be and remain in full force and Virtue

[illegible] Sealed and Delivered [illegible] Stamped Paper [illegible] in Presence of

Thos. Coy

George A Hepsard [illegible]

Dr. Gundavady Comerasawmy Chetty in account [illegible] Hepsard Cr.

[illegible]

Pagodas [illegible]

[illegible]

---

Mayor's Court at Madraspatnam

Tuesday the 2d Day of O

Anno Domini 1781

Present

Mr. James Call Senior Alderman
Edwd. John Holland and Thomas Coy
Aldermen

Between George Amos Hepsard One of the Aldermen of this Honble Co
Complainant and Gundavady Comera Sawmy Chetty of Madras Inhabitan
Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Compl Bill which he has Neglected doing this Court doth therefore think fit to Order And Decree and doth Accordingly Order and Decree that Defendant Shall pay unto the Complainant the full And Just Sum of Two Hundred and Twenty Two Pagodas Twenty four Fanams and Seventy Cash together with All Such Interest as Now is or Shall hereafter become due thereon untill full Payment is made Also All Costs of this Suit

pr. Cur.

[illegible]

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

Humbly Complaining [illegible] this Hon'ble Court your Orator [illegible] that Myla Sadasivah [illegible] [illegible] stand justly indebted unto your Orator [illegible] in the said Sum of One thousand Two hundred and Fifty Pagodas [illegible] Money of Madras [illegible] of Eighty [illegible] [illegible] [illegible] [illegible] day of January [illegible] [illegible] [illegible] [illegible] Myla Sadasivah [illegible] [illegible] [illegible] Copy of the [illegible] [illegible] Myla Sadasivah Moodelliar [illegible] [illegible]

in the Hon'ble the Mayor's Court and Whereas Your Orator hath frequently and in an Amicable Manner Requested the Payment of the said Sum of One thousand Two hundred and Fifty Pagodas from the said Myla Sadasivah Moodelliar

But now so it is may it Please this Hon'ble Court the said Myla Sadasivah Moodelliar Obstinately and unjustly Refuses to Pay the Same or to give Your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays such General Relief as to this Hon'ble Court shall Appear agreeable to Equity and good Conscience To the End therefore that the said Myla Sadasivah Moodelliar 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 truly and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly Interrogated And that he May be Decreed to Pay unto Your Orator the aforesaid Sum of One thousand Two Hundred and fifty Pagodas together with all Such Interest as is Now or Shall hereafter become Due thereon also all Costs of this Suit.

May it Please this Hon'ble Court to Cause the said Myla Sadasivah Moodelliar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Hon'ble Court at a Certain time and place to be by this Hon'ble Court prefixed and appointed then and there to Answer unto your Orator's Bill of Complaint and further to Stand to and abide by Such Order and Decree thereon as to this Hon'ble Court Shall Seem Meet

[illegible]

29th September 1711
Statement [illegible] between
the Days of payment [illegible]
[illegible]

James Catt
Senr Alderman

Translation of a Mortgage Bond [illegible]

[illegible]

Bond for 1700 Pags [illegible]

[illegible] Borrowed and Received of you the Sum of 1250 Star Pagodas [illegible]

[illegible]

by Interpreter

Witnesses Signed
[illegible]

A true Translation

Signed Sadanunda

---

Mayor's Court at Madraspatnam — Tuesday the 9th Day of October Anno Domini 1711

Present

Mr James Catt Senior Alderman
Edwd Garrow and Robt Duncan
Munro Aldermen

Between Villapah Moodelliar
of Madras Inhabitant Complainant
and Allyla Sadanunda Moodelliar of
of the Same place Inhabitant Defendant

The Defendant by his Attorney Mr Thomas Jones being in Court and acknowledging the Justice of the Complainant's Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant Shall Pay unto the Complainant the full and Just Sum of One thousand two hundred and fifty Pagodas or Pags 1250 — together with all such Interest as is now or shall hereafter become due thereon untill full Payment is made as also all Costs of this Suit —

P Cur

Inrol'd Jany 1780

To the Hon^ble the Mayor's
Court at Madraspatn

Humbly Complaining [illegible]
your Orator [illegible]
[illegible] William Duff
[illegible]
of three thousand [illegible]
and twenty Cash [illegible]
of [illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible] William Duff [illegible]
[illegible]
of this Hon^ble Court [illegible]
of this his Bill of Complaint [illegible]
[illegible]
of three thousand one hundred and thirty nine Pagodas
and twenty Cash from the said William Duff

But now so it is [illegible]
[illegible] William Duff [illegible]
[illegible]
[illegible]

---

Court shall appear agreeable to Equity and good Conscience to the End therefore that the said William Duff may upon his Corporal Oath full true direct and perfect answer make to all and singular the Matters and things herein before set forth and alleged as fully truly and Effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of three thousand one hundred and thirty nine Pagodas twenty three fanams and twenty Cash together with all all such Interest as now or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon^ble Court to cause the said William Duff to be summoned and required by the Sheriff of Fort Saint George Town of Chinapatnam 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 this your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon^ble Court shall seem meet.

W. S. Du Puy
Atty Compl^t

25. June 1780
This Bill was Sworn to me
Between the Days of Adjournment
& is Returnable the Next
Court Day –
Edw^d John Holland
Mayor

Mr William Duff Dr Contra Cr

[illegible]

Know all Men by these presents that I William Duff of Madapollam am held and firmly bound unto Peter Perring of Vizagapatam in the Penal Sum of Twenty thousand Arcot Rupees to the Payment whereof well and truly to be made to the said Peter Perring or 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 Madapollam this Second Day of December in the year of our Lord One thousand Seven hundred and Seventy Six

Whereas the Above bound William Duff has Borrowed and Received of the above Named Peter Perring the full and Just Sum of Ten thousand Arcot Rupees to bear Interest at the Rate of Ten p Cent p Annum Payable on the Second Day of June One thousand Seven hundred and Seventy Seven—

Now the Condition of this Obligation is such that if the above Named William Duff his heirs Administrators or assigns shall well and truly Pay or Cause to be Paid unto Peter Perring or his Executors Administrators or Assigns the full and Just Sum of Ten thousand Arcot Rupees together with Such Interest as Shall or May become thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

William Duff (LS)

Signed Sealed and Delivered
where no Stampt Paper is to be had
in the Presence of
William Hamilton
John Calder

True Copy

Mr William Duff Dr Contra Cr

| | | | | | |
|---|---|---|---|---|---|
| [illegible] | [illegible] | | [illegible] | [illegible] | |
| | [illegible] | 1093 5 4 | | [illegible] | 1093 5 4 |
| | | 95 23 21 | | By Balance Due | 10723 21 |
| | [illegible] | 10723 21 | | [illegible] | 10723 21 |

Know all Men by these presents that I William Duff of Madapollam am held and firmly bound unto Peter Perring of Vizagapatam in the Penal Sum of Twenty thousand Arcot Rupees to the Payment whereof well and truly to be made to the said Peter Perring or 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 Madapollam this Second Day of December in the year of Our Lord One thousand Seven hundred and Seventy Six

Whereas the above named William Duff has Borrowed and received of the above Named Peter Perring the full and Just Sum of Ten thousand Arcot Rupees to bear Interest at the rate of Ten pr Cent pr Annum Payable on the Second Day of June One thousand Seven hundred and Seventy Seven —

Now the Condition of this Obligation is such that if the above Named William Duff his heirs Administrators or assigns shall well and truly Pay or Cause to be Paid unto Peter Perring or his Executors Administrators or Assigns the full and Just Sum of Ten thousand Arcot Rupees together with such Interest as Shall or May become thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

William Duff (LS)

Signed Sealed and Delivered
where no Stampt Paper is to be had
in the Presence of
William Hamilton   True Copy
John Calder

(814)

Mayor's Court at Tuesday the [illegible] day of October
Madraspatnam Anno Domini 1741

Present

Mr. James Cott Senior Alderman
Edwd. Garrow and Robt. Duncan Aldn

Aldermen

Between [illegible] of Madras [illegible]
[illegible] Complainant and William D[illegible]
[illegible] Defendant

It Appearing by the Records of this Court that [illegible]
[illegible] the [illegible] day of [illegible]
[illegible] the [illegible] Defendant
Effects and that the Defendant [illegible]
to Answer the Complainant's [illegible]
fully Order and Decreed [illegible]
that the Defendant Shall pay unto the Complainant the full
Sum of three thousand One hundred [illegible]
fanams and Sixty Cash or Pags. 3174 [illegible]
Such Interest [illegible]
full Payment [illegible]

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110 (815)

Filed the 22d. May 1740

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court your Orator [illegible] of Madras Merchant that William Duff of the same Place Inhabitant Stands Indebted unto your Orator in the full & Just Sum of three thousand One hundred and Seventy four Pagodas thirty four fanams and Sixty Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of One thousand Two hundred and Sixty Nine Pounds Eighteen Shillings and Eight Pence or thereabouts as will More fully and at large Appear by the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and hereunto Annexed for the Inspection of this Honble Court and which are Prayed by your Orator to be taken as Part of this his Bill of Complaint and your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly Manner Requested the Payment of the Said Sum of Three thousand One hundred and Seventy four Pags. thirty four fanams and Sixty Cash.

But now so it is and may it Please this Honble Court the Said William Duff Obstinately and wilfully Refuses to Pay the Same or to give your Orator any Manner of Satisfaction touching the Premises Your Orator Prays [illegible] Relief of Such as to this Honble Court Shall Seem Agreeable to Equity and Good Conscience to the End therefore that the said William Duff 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 interrogated. And particularly that he may be decreed to pay unto your orator the sum of three thousand one hundred and seventy four pagodas thirty four fanams and sixty cash with all such interest as is now or shall become due thereon and also all costs of this suit.

May it please this Court to cause the said William Duff to be summoned and required by the Sheriff of the said 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 in this 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 May 1781

Popham
Atty for Complt

This Bill was allowed to be filed between the days of appearance at a Court of Justice to be held the next Court Day.

Edw John Holland
Mayor

Dr. William Duff in acct Curr. with Alexander Brodie Cr.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1779 June | 14 To the Amount of your bond | 3201 | 26 | 20 | 1781 April | 2 | By Amount of bending Bill | 375 | 31 | 20 |
| 1781 May | 14 To Interest to this day | 352 | - | - | May | 14 | By Interest | 3 | - | - |
| | | | | | | | By Balance | 3174 | 34 | 60 |
| | Pagodas | 3553 | 26 | 20 | | | Pagodas | 3553 | 26 | 20 |

Madras 14th May
E. E.
A. Brodie

A true Copy
Popham

Mayors Court at Madraspatnam
Tuesday the 9th Day of October Anno Domini 1781

Present

Mr James Call Senior Alderman
Edwd Garrow and Robt Duncan Munro
Aldermen

Between Alexander Brodie of Madras Merchant Complainant and
William Duff of Madras

It Appearing by the Records of this Court that the Sheriff [illegible] Non [illegible] the Warrant of Sequestration [illegible] Defendants Effects [illegible] Defendant not having Appeared [illegible]

But this Court [illegible] accordingly Order and Decree that the Defendant Shall pay unto the Complainant the [illegible] Twenty four Pagodas [illegible] fanams [illegible] together with all Such Interest as is now or Shall become due thereon until full Payment be made also all Costs of this Suit

[illegible]

Filed the 31 Aug 1791

To the Hon'ble the Mayors Court at Madraspatnam

Humbly Complaining [illegible] your Orator Henry [illegible] Vencatachella [illegible]

Vencatachella on the First day of December 1780 hereunto Annexed for the Inspection of this Hon'ble Court both 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 the Payment of the said Sum of Fifty two Pagodas and Nineteen fanams from the said Soonder Vencatachellam

But now so it is may it Please this Hon'ble Court the said Soonder Vencatachella Absolutely and unjustly refuses to pay the Same or to give your Orator Any Manner of Satisfaction touching the Premises your Orator therefore Prays a general relief such as to this Hon'ble Court Shall Appear Agreeable to Equity And good Conscience to the End therefore that the said Soonder Vencatachella 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 Fifty two Pagodas and Nineteen fanams together with all Such Interest as have or Shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon'ble Court to Cause the said Soonder Vencatachella to be Summoned and Required by the Sheriff of Fort Saint George Fort George Town of Madras patnam and the Districts thereof Personally to be And Appear before this Hon'ble Court at a certain time and place to be by this Hon'ble Court prefixed and Appointed then And there to Answer this your Orators Bill of Complaint and further

(820)

[illegible]

31 July 1781

The Petitioner [illegible] the Complainant [illegible] Demandant [illegible] and [illegible]

B [illegible]

H: D: Dupuy
Att for Compt

113 (821)

Dated 1st December 1781

I Venkata Venkatachella of Madras Inhabitant Do give this Assignment to Mr Henry Dupuy one of the Attys of the Honble Court at Madraspatnam that the Bond [illegible] James Bray [illegible] Venkatadry [illegible] Register fee [illegible] According to your Petition [illegible] the 30 January 1781 [illegible] Witness Joseph Eyre and Emanuel Luis Anderson by the [illegible] Drawn by Vencadam

(Signed) Venkatachellam

Witnesses Signed
Mootalah
E Luis Anderson

A true Translation as near as can be from the Original Malabar language —

Hy. Dupuy
Att for Compt

Mayors Court at Madraspatnam

Tuesday the 9th Day of October Anno Domini 1781

Present

Mr James Call Senior Alderman
Edwd Garrow and Robt Duncan Munro Aldermen

Between Henry Dupuy one of the Attys of this Honble Court Complainant and Tevaler Venkatachella Chitty of the same

It Appearing to this Court that the [illegible]
[illegible] Defendant [illegible] Complainant [illegible]
[illegible]
[illegible]
the Complainant [illegible]
[illegible] Pagodas [illegible]
[illegible]
[illegible]

[illegible]

To the Honourable the Mayor's
Court at Madraspatnam

Sheweth

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
Defendant

The [illegible]

That the above named Gregorio Miguel [illegible]
about the Twenty [illegible] of November [illegible]
hundred and Seventy five [illegible]
agt the said Caucharla [illegible]

And Fifty three Pagodas And Eighteen fanams the said Gregorio Miguel having Made Oath between the Days of Adjournment that he had Reason to believe the said Caucharla Rangapah Chitty was about to depart from the Jurisdiction of this Honble Court whereupon a Summons Returnable Immediately & Warrant of Arrest issue agt the Body of the said Caucharla Rangapah Chitty and the Sheriff did by Virtue thereof Arrest and Attach the Body of the said Caucharla Rangapah Chitty and did on the Twenty Eight day of November in the said Year of Our Lord One thousand Seven hundred and Seventy five bring him before this Honble Court and was Admitted to Bail but denyed the Debt whereupon the Usual Rules issued for the said Caucharla Rangapah Chitty to Answer the Complainants Bill which he has Neglected doing and upon the Attorney for the Complainants producing a Certificate from the Register Setting forth that the Usual Rules have issued for the Defendant to Answer the Compls Bill which he had Neglected doing this Honble Court was Pleased on on the Twenty Third day of January which was in the Year 1776 to grant a Decree agt the said Caucharla Rangapah Chitty and the Usual time of Fourteen Days after Expired and the said Caucharla Rangapah Chitty Not having Satisfyed the said Decree this Honble Court on the Seventh day of February in the said Year One thousand Seven hundred And Seventy Six was pleased to grant a Warrant of Execution against the Goods and Chattles the said Defendant but before the said Warrant of Execution Issued out the said Gregorio Miguel Departed this Life Intestate And Whereas the Above said Sarad Ceja Maul and Sist Padry [illegible] Administrator to the goods and Chattles of the said Deceased and did

[illegible]

[illegible] of the said Defendants Effects —

Your Petitioner further Sheweth [illegible]

[illegible]

fully and at large Appear by the Translate of the said Mortgage Bond or Obligation hereunto Annexed for the Inspection of this Hon'ble Court and Which Your Petitioner Prays May be Received as part of this his Petition the Original of which is in your Petitioners Custody and Ready to be Produced to this Hon'ble Court if Required —

Your Petitioner further Sheweth unto this Hon'ble Court that the said Warrant of Execution being directed to the Sheriff the Said Sheriff or his Officers did by Virtue thereof Break open the Lock of the said godown and put a new Lock to the Door of the said godown without your Petr's Knowledge or Consent which act and Deed of the Sheriff is not Only Illegal and unjustifiable But your Petr. is thereby prevented from Disposing both of his own Goods Wares Merchandize and property and also of those which belong to the said Defendant and which may &c. are or may thereby be Considerably Damaged and perhaps intirely Spoiled for want of the Care which is Necessary to be taken of them

All which Matters and things your Petitioner is Ready and willing to prove to the Satisfaction of this Hon'ble Court and Most Humbly Prays this Hon'ble Court that the said Seizure of the said Godown and Effects May be Superseded and the Sheriff's Lock taken off the said godown and that Your Petitioner may be put in possession of the godown and premises and that the Costs and Damages — Occasioned by the said Illegal and unwarrantable Seizure may be awarded to your Petitioner and your Petr. as in Duty Bound

John Fisher     Shall Ever Pray &c.

## Translation of a Mortgage Obligation Dated the 24th Septr. [illegible]

I Cancharla Rangapah Chetty do give this Obligation to [illegible] Ramany Chetty And do hereby Acknowledge to have borrowed and received of [illegible] the full and just Sum of [illegible] Pagodas [illegible] of [illegible] to pay on demand [illegible] Interest [illegible] after the Rate of 12 per Cent per Annum [illegible] the said [illegible] Sandlewood which Shall be Sold and Discharged [illegible] [illegible] by my Consent [illegible]

Signed Cancharla Rangapah [illegible]

A true Translation [illegible] from the [illegible] Malabar Language by [illegible]

John [illegible]
Atty for [illegible]

Filed 1 Augt 1777

## The Amended Answer of

[illegible] and [illegible] Defendants [illegible] to the Petition of [illegible] Chetty of [illegible]

These Respondents say that [illegible] Gregorio Miguel [illegible]

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Against One Cancharla Rangapah Chetty for the Sum of Eight Hundred And fifty Three Pagodas and Eighteen Fanams and these Respondents do Admit that Sundry Proceedings were had on the said Bill in the Manner as is set forth by the said ~~Bill~~ Petitioner And they further say that the said Cancharla Rangapah Chetty for what they know to the Contrary Might have borrowed and Recd. from the said Petitioner the Sum of Forty Pagodas but these Respondents Cannot Admit that the said Cancharla Rangapah Chetty did take and Rent of the said Petitioner part of a Godown for Lodging and Keeping Eight Hundred and thirteen Pieces or any other Quantity of the Sandlewood as is most Erroniously Alledged by the Petitioner in his said Petition and Altho the said Cancharla Rangapah Might have given to the said Petitioner Bond or Obligation for the said Sum of Forty Pagodas to the Purport of what is Set forth in a Translate of the said Bond Annexed to the said Petition yet these Respondents do Insist and will maintain that the said Cancharla Rangapah Chetty could not nor had he it in his Power to Mortgage either the whole or Any part of the said Sandelwood Lodged in the Godown of the said Petitioner And in Order to Evince the Same to this Honble Court these Respondents beg leave to Say that the said Cancharla Rangapah Chetty having Mortgaged at Cuddalore to one Shunearamah Iyer a Certain Sum of Money One hundred and fifty Candies of Sandal Wood and being Desirous of Redeeming the said Mortgaged Premises and to dispose of the same he Applied to the said Gregorio Miguel and offered to Sell it to him upon Certain terms Provided the said Gregorio Miguel should Advance him the Sum of Seven hundred and fifty Pagodas with which Sum he the said

Cancharla Rangapah Chetty [illegible]

Agreement and brought to this place [illegible] of the said Gregorio

Miguel and [illegible]

to the said Gregorio Miguel [illegible] of the said

said Gregorio Miguel [illegible] on or about the [illegible] day of

[illegible] the said Cancharla Rangapah Chetty [illegible]

Two hundred and fifty Pagodas and thereupon the said Cancharla

Chetty gave unto the said Gregorio Miguel a [illegible]

in the Malabar Language to the purport [illegible]

fully and at large appears by a Translation thereof [illegible]

the Inspection of this Hon'ble Court [illegible]

Humbly Refer and pray that the same may be [illegible]

this their Answer the Original being in the Possession of the

and Ready to be Produced to this Hon'ble Court [illegible]

Respondents further say that some time after the said [illegible]

Rangapah Chetty had given and granted the said [illegible]

the Sandle wood was brought from [illegible]

[illegible] appearing to the said Gregorio Miguel [illegible]

[illegible] good in Quality [illegible]

Rangapah Chetty [illegible] to take the said [illegible]

[illegible] the said Agreement and [illegible]

Seven hundred and fifty Pagodas [illegible]

the Premium [illegible]

to Pay he Requested of the said Gregorio Miguel to keep the said Sandle wood in his Possession as a Security for the Money due to him and until it could be Sold whereupon the said Gregorio Miguel And Not the said Cancharla Rangapah Chetty Rented of the said Petitioner three Godowns and Lodged in them Six thousand Eight Hundred and Seventy Pieces of Sandlewood one of which said Godowns is the Godown Mentioned in the said Petitioner And the said Gregorio Miguel kept the keys thereof in his Possession And these Respondants further say that the said Gregorio Miguel finding that the said Cancharla Rangapah Chetty Avoided Selling the Sandlewood when he Might have done so and also delayed und Colour of Sundry frivolous Causes paying him the said Gregorio Miguel the Amount of the said Money lent and the Premium and interest due thereon He therefore Commenced his said Action in this Hon'ble Court Agt the said Cancharla Rangapah Chetty and by Virtue by Warrant of Execution these Respondants Caused the Wood belonging to the said Cancharla Rangapah Chetty and lodged in the Aforementioned Godown to be Sequestred by the Sheriff And these Respondants at that time not being able to find the Keys of the said godown and which said keys they have great Reason to believe were upon the Death of the said Gregorio Miguel taken away a Clandestine manner by one of his Malabar Servant Named Ponnaul Chetty [illegible] they these Respondants thought it most Advisable to take away the Old locks and put on new ones in their Stead and which these Respondants humbly Conceive they had a Just Right to do as administrators to the said Gregorio Miguel

And these Respondant further Say that from the

[illegible]

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in his Possession can by no means support the pretended Claim of a Mortgage on part of the said Sandal wood Lyquidated as aforesaid.

All Which Matters and things these Respondents Submit to the Judgement of this Hon.ble Court and humbly Pray that the said Petitioner May be Dismissed that the Sheriff May be directed to Proceed in the Sale of the said Sandal wood for and on Account of these Respondents as Administrators of the said Gregorio Miguel and that the Costs and Damages which these Respondents have Sustained or may be Awarded these Respondents.

Dan. Shaw
Atty for the Respondents

13th. May 1776.

Mancanda Rangapah Chitty do hereby grant this Agreement to Senhor Gregorio Miguel - That is to say My Sandal Wood at Cuddalore Weighing 150 Candys being Mortgaged to one Muckarunah a person some Money which I have Borrowed of him and as I am not able to Pay the Money and redeem the Sandle wood Therefore now Borrow and Receive of you the Sum of Seven hundred and fifty Pagodas with which I shall go to Cuddalore and immediately after my arrival there Shall redeem the Sandal wood by Paying the Money and get the wood shipped into the Boats and bring them to Madras where you may Come and See the Sandal Wood and if you should be Satisfied with them and will send them Any Vessell for freight you may have the Sandle wood according to the aforementioned giving you the same at the Rate of Seventeen Pagodas P Candy but if you do not approve of the Sandle wood or want

with

[illegible]

Witnesses
Colan Permaul Chitty
Sobramany

Signed in the [illegible]
Rungapah Chitty

A True Translation [illegible] from the [illegible] in the Malabar language [illegible]

[illegible]
Interpreter

Interrogatories [illegible]

To all the Witnesses } 1st Do you know the Parties Complainant and Defendant [illegible] Petitioner [illegible]

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And which of them Declare.

To Colloor Permaul Chitty 2d Do you know or do you not know Any thing of any Sandal Wood in question in this Affair If Yea Do you know that the above Named Gundamaly Vencatasawmy Chitty the Petitioner deceased did at Any time in or about the Month of September which was in the year 1775 Advance or lend to or pay for Chuckarla Rungapah Chitty the Defendant in the Above Cause the Sum of forty Pagodas or Any other and what Sum of Money If Yea was or was not the Said Money so advanced lent or paid on Account of the Charges Attending the landing the Said Sandal Wood or Any other and what Sandal wood belonging to the Said Defendant or on Any other and what Account did or did not the Said Defendant give unto the said Petitioner a Bond or Obligation for the Said Sum of Forty Pagodas And Interest and did he the said Defendant or did he not therein Mortgage the said Sandal Wood or Some part of it for Securing the Payment of the said Principal Sum and Interest If Yea look upon the Cadjan Now produced and Shewn to you at the time of Your Examination marked A is it or is it not the Same Bond or Obligation Instrument or writing which the Said Defendant gave on the said Occasion was you or was you not present and did you or did you not see the Said Defendant Chuckarla Rungapah Chitty Sign Subscribe his Name thereto And deliver the Same unto the Petr or otherwise and how Declare the whole of these Matters fully and Particularly Declare.

To Sampaula Naganah 3d Did you or did you not draw up or write the mortgage Bond or Obligation Instrument or writing Now produced and Shewn to you at the time of your Examination marked A If Yea at whose Request or by whose desire did you so draw up the Same

[illegible]

To Cancapaully Vencatachellum [illegible]

[illegible]

To Coallar Pinnaul [illegible]

Rangapah Chetty the Above Named Defendant on or about the Month of Sept.r which was in the year 1775 either by your Means or otherwise did you take at Rent from Gundavady Veencatasawmy Chetty the Above mentioned Pet.r three Godowns at any and what Rent or much amount to lodge or hold the Sandal Wood which is in Question in this Affair and Any Any other and what Sandal wood. If you were or was not the Keys of two of the said Godowns Only Containing Sandal wood belonging to the said Cancharla Rangapah Chetty and deposited to the said of the above Mentioned Gregorio Miguel Deceased in his lifetime delivered by the said Cancharla Rangapah Chetty to the said Gregorio Miguel and was or was not the Key of the third Godown or one of the said Gregorio Miguel and was or was not the said Sandal Wood in question in this Affair and Mortgage to the said Petitioner Gundavady Veencatasawmy Chetty and Several other things belonging to him the said Petitioner left in the Possession of him the said Pet.r or of Butchee Arnachellum is the said Pet.r Gomastah or any other Person and whom the whole of these matters fully and particularly Declare

To Butchoo Arnachellum 6th Was you or was you not at any time in the year of Our lord One thousand Seven hundred and Seventy four Employed by Gundavady Veencatasawmy Chetty the Petitioner on the above Affair as his Gomastah or Agent to manage the Business of the the said Pet.r Godowns If you was you not Present at Any time on or about the Month of Sept.r which was in the year of our lord One thousand Seven hundred and Seventy five when Cottoor Pernaul Chetty applyed to the said Pet.r Gundavady Veencata Sawmy Chetty applyed to the said

[illegible]

Declare

To Jagambram

[illegible]

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Seized the same on Account of a Demand on the Defendant Cundaela Rangapa Chitty about the latter End of the year 1776 or the beginning of the year 1777 And put new or other locks on the said Godown in which there was other Sandal Wood. If yes had or had not the Plt. Gundavady Vencatasawmy Chetty free Access to the said Godown in question during all the said time and untill the said or other lock was put on by the Sheriff. Declare

To all the Witnesses } 8th. Do you know of any other Matter or thing or have you heard or can you Set forth Any thing touching the Matter in Question in this Affair that may tend to the benefit or advantage of the Plt. If yes Declare the same as you know have been Informed or do believe together with the reasons of such your knowledge and belief as fully as if you had been thereunto particularly Interrogated

John Sykes

Witt for the Plt.

## Translation of an Obligation Dated the 17 of Apl 1775 Malabar Style

I Canchaela Rangapah Chitty do give this Obligation to Gundavady Vencata Sawmy Chetty and do hereby Acknowledge to have Borrowed & Received of you on my Urgent Occasion the full and Just Sum of [illegible] Pagodas which Sum I Promised to pay on Demand with such Interest as may become due thereon after the Rate of 12 p Cent p Annum Also I have Rented your Godown and put my Sandle wood which I shall be Sold and Discharge the said the said Debt I signed this by my Consent Drawn by Jamparla Nagamah

Signed

Chanchaela Rangapah Chitty

[illegible]

Mayors Court at Madraspatnam

[illegible]

Depositions of [illegible]

Coodor Permaul Chitty

[illegible]

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1781 Signified at the Office of Mr Daniel Shaw who is Attorney for the Respondent by Bunnasing. My Servant who also left him a note of the Name Title & place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined deposeth as followeth—

1st To the first Interrogatory this Deponent Saith that he doth know the Complainant Sarad Coja Maul Sel Padry Aucet in this Cause and that he hath so known him 20 Years and doth he so he doth know the Deft Chanarla Rangapah Chitty in this Cause and that he hath so known him Six years or thereabouts and that he doth know the Pltf Gundavady Vencatasawmy Chitty in this Affair and that he hath so known him fifteen Years or thereabouts and doth he doth know the Respondent 20 Years or thereabouts and more Saith not to this Interrogatory

2d To the Second Interrogatory this Deponent Saith that he doth know the Complt Sarad Coja Maul and Sel Padry Aucet in this Cause and that he hath so known them Twenty Years or thereabouts and doth he doth know the Defendant Canarla Rangapah Chitty in this Cause and that he hath so known him six years or thereabouts and doth he doth know the Pltf Gundavady Vencatasawmy Chitty in this Affair and that he hath so known him fifteen years and doth he doth know the Respondents twenty years or thereabouts and more Saith not to this Interrogy.

5th To the fifth Interrogatory this Deponent saith that the Above named Defendant Chanarla Rangapah Chitty did Sometime in the Month of Septr in the Year of Our Lord One thousand Seven hundred and

[illegible]

Rich^d Deighton

Mayors Court at
Madrapatnam

[illegible]

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On the Part of the Pet^r.

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

Sampaula Naganah Chitty of Madras Conicopoly Aged 60 years being
Produced as a Witness in this Affair on the Part of the Pet^r was on the 27 day of April 172[illegible]
Signified at the Office of M^r Daniel Shaw who is Att^y for the Respondant by Benasin
[illegible] Servant who also left him a note of the Name title and place of abode of the said Dep^t
and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1^st ........ To the first Interrogatory this Deponent saith that he doth not know the Complainant Coja Maul and Sel Patty Aunt in this Cause but that he doth know the Defendant Cancharla Rangapah Chitty in this Cause in this Cause and that he hath so known him ten years and doth he doth know the Pet^r Gandavady in this Affair that he hath so known him Ten years but he doth not know the Respondants in this Affair and more and more saith not to this Interrogatorie—

3 ........ To the the third Interrogatory this Deponent saith that he did draw out the Mortgage Bond or obligation Marked A now produced and Shewn to this Deponent at this the time of his Examination and he did draw out said Mortg Bond at the Request of both the Pet^r and Defendant in this Cause named And he was present and did see Chancharla Rangapa Chitty the Def^t Sign his name to the said Bond and the Name Cancharla so Subscribed thereto is of the proper hand writing of the said Cancharla and the same was delivered to Gundavady Vencatasawmy the Pet^r in this Interrog^y named by the said Cancarla Rangapah Chitty and this Deponent Therein and more saith not to this Interg^y—

Rich^d Deighton

Mayor's Court at Madraspatnam

Between [illegible]

On the Part of [illegible]

Depositions of [illegible]

Caunagpauty [illegible]

[illegible]

1st [illegible]

2d [illegible]

124

in the above Cause and this Deponent Saith in producing and Shewing to him at this the time of his Examination this Mortgage Bond Instrument or Cadjan writing and Marked with the Letter A & Subscribed with the Name Cancharla Rangapah Chitty as set and Subscribed is of the Proper hand Writing of him the Said Cancharla Rangapah Chitty and this Deponent saith that Gundauady Vencata swamy Chitty the Pet.r in this Cause did Advance at the Several Different times to the Defendant this Interrogatory named as far as the Sum Mentioned this Deponent Saith that he hath heard both the Pet.r and Defendant Say that they took three godowns at the Rate of 2 P.s P.r Month Rent for the Purpose of depositing said Sandalwood Contained in one of Said Godowns was mortgaged to the Pet.r and more saith not to the last Interrog.

Mayor's Court at Madraspatnam

Between Gundauady Vencata swamy Chitty of Madras Merchant is Pet.r and Sarad Coja Maul Seit Padry Aunl Administrators of the Estate and Effects of Gregorio Miguel Duarte are Respondants in a Cause wherein the said Sarad Coja Maul and Seit Padry Aunl as administrators as aforesaid Compl.ts and Cancharla Rangapa Chitty of Merchant are Defendant

On the Part of the Pet.r

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

Yagambram of [illegible]

Produced as a Witness [illegible]

of May 1781 Signified at the office of [illegible]

Respondants by [illegible]

title and place of abode of the [illegible]

Day being Sworn and Examined [illegible]

1st To the first Interrogatory [illegible]

[illegible]

2d To the Second [illegible]

[illegible]

Doth not Recollect the Exact time when said New Locks were put on said Godown as it is some time past and More saith not to this or the last Interrogatory 1.

0/3 Feb. 70

Richd. Leighton
Exam.r

Mayor's Court at Madraspatnam

Between Gundaway Vinata Sawmy Chitty of Madras Merchant is Petr. and Sarad Coja Maul and Set Padry Aviet Admin.r of the Estate and Effects of Gregorio Miguel Deceased as Respondants in a Cause where in the said Sarad Coja Maul and Set Padry Aviet as Administrators as aforesaid are Compl.ts and Chamarla Rangapah Chitty of Madras Merchant is Defendant

On the Part of the Petr.

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

Butchoo Arnachellum of Madras Gomastah Aged 55 Years or thereabouts being Produced as a Witness in this Affair on the Part of the Petr. came on the 5th day of May 1781 Signified at the office of Mr. Daniel Chambers Attor.y for the Respondants by Poniasmugany Servant who also left him a note of the Name title And place of abode of the said Deponent and Afterwards on the same Day being Sworn and Examined deposeth as followeth

1st To the first Interry. this Deponent Saith that He doth not know the Compl.ts Sarad Coja Maul and Set Padry Aviet in this Cause and that he doth know the Defendant Chamarla Rangapah Chitty in this Cause and that he hath so known him 6 years or thereabouts and that he doth know the Petr. Gundaway Vinata sawmy Chitty in this Affair and that

6th [illegible]

[illegible]

Richd Deighton

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**Between** Gregorio Miguel of Madras Merchant Complainant and Canchada Rangapah Chitty of Seringapatnam Inhabitant but at Present in Madras Defendant—

**Interrogatories** to be Administred to such Persons as shall be Produced Sworn and Examined in a Certain Affair now Depending and at Issue in the Hon'ble the Mayors Court at Madraspatnam wherein Gundavady Vencatasawmy Chitty of Madras Merchant is Pltf and Sarah Coja Maut and Sut Pady Ameil Administrator to the Estate and Effects of Gregorio Miguel Deceased are Respondents—

On the Part and Behalf of the Respondents

To all the Witnesses } 1st Do you know the Parties Pltf and Respondents in the Title of these Interry Named or either and which of them and how long have you known them Respectively? Do you know Canchada Rangapah Chitty the Defendant above Named If Yea how long have you known him and did you know Gregorio Miguel the Complt above Named in his life Time and how long did you know him before his Death and when and where did the said Gregorio Miguel Die as you know or believe Declare

To Moodu Kistnah Narrain and Subramony } 2d Do you know whether Gregorio Miguel mentioned in these Interry did at any time in his life time and when make any and what Contract or agreement with the Canchada Rangapah Chitty (also mentioned in these Interrogatories) for any and what Quantity or Quantities of Sandal Wood &c If Yea what was the Property Intent and Meaning of the said Contract or Agreement or paper Writing now produced and Shewn unto you at this the time of your Examination Marked Letter A Signed Sealed and delivered and by whom and whether is the Names of the Persons

Set

[illegible]

To [illegible]
Narain Subramony
[illegible]

3rd Do you [illegible]

[illegible] Canarla Rangapah Chitty [illegible]

To Ditto

4th Do you know [illegible]

What Quantity or Quantities of Sandal Wood belonging to the Said Canarla Rangapah Chitty If so you what was the Person that Rented the Said Godowns for what reasons for what Reason was the said Sandal Wood Lodged in the Said Godowns and who had Possession of the Keys of the Said Godowns after the Said Sandal wood was lodged there and under whose Care or Charge where the Said Keys given do you know of any New Locks being put in the Door of the Said Godowns Since the Date of the said Gregorio Miguel's If so by whom or by whose Order where the said Locks put on and why and for what Reason and what be become of the Keys belonging to the former Locks as you know or do believe the whole of this Matter According to the best of your Knowledge Remembrance and belief together with the Reason of Such your Belief fully and Particularly Declare.

To Ditto 4th Do you know of any other Matter or thing or have you heard or can you set forth any thing touching the Matter in Question in this Cause that may tend to the Benefit or Advantage of the Respondants besides what you have been informed unto If you Declare the same fully and at large Appear as if you had been thereunto Particularly Interrogated.

Danl Shaw
Attl for Respt

A

[illegible]

[illegible] Chetty [illegible] Gregorio Miguel [illegible] Sandal Wood [illegible] Cuddalore [illegible] 130 [illegible] Pagodas [illegible] for Some Money [illegible] pay the Money and redeem the Sandal wood [illegible] and [illegible] upon the Sum of 730 Pagodas [illegible] Cuddalore and immediately [illegible] by paying the Money [illegible] the said [illegible] Bales and bring them to [illegible] Sandal wood and offer the said [illegible] they be fit for freight [illegible] Sandal wood [illegible] to the aforementioned [illegible] Sandal wood [illegible] be fit for to freight that then I promise to pay [illegible] the Principal with the Premium of [illegible] and Interest at the Rate of 12 p Cent p Annum [illegible] within 45 Days after the arrival of the said Sandal wood [illegible] from the date thereof to the date of your [illegible] and I do to pay you the Interest [illegible] Voluntarily given you this agreement [illegible]

Kistnah

(Signed [illegible])

Witnesses Peter Pereira

[illegible]

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A true Translate as Near as can be from the Original in the Malabar Language by Seebarayah Sworn Court Interpreter

Saml Shaw
Atty for the Respt

This Paper Writing Marked A was shewn to Moodu Kistnah, Narain and Subramoney at the respective times of their Examination before me in a certain Affair wherein Gundanady Vencatasawmy Chetty is Petr and Sarah Cope Maud and Set Padry Ramel Respondants this 16 Day of March 1778

Welch Examr

Mayor's Court at
Madraspatnam

Between Gundanady Vencatasawmy Chetty of Madras Merchant Petr & Sarah Cope Maud and Set Padry Ramel Administrators to the Estate and Effects of Gregorio Miguel Decd Respondants

On the Part of the Respondants

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

2 Moodu Kistnah of Madras Conicopoly Aged 26 Years or thereabouts being Produced as a Witness in this Affair on the Part of the Respondants was on the 16th Day of March 1778 Sworn in Person at the Office of Mr John Sykes where Atty for the Petr by Sandapah My Servant who Also left him a Note of the Name title and place of abode of the said Deponent and afterwards on the Day following being Sworn

And Examined Deposeth as followeth

1 To the first Interrogatory this Deponent saith that he doth know [illegible]

[illegible] Chitty [illegible]

[illegible]

in the Office [illegible]

[illegible]

doth also know Camcharla Rangapah Chitty [illegible]

[illegible]

[illegible]

Died about 20 Months [illegible]

And More Saith Not to the Interry

2 To the Second Interry this Deponent saith [illegible]

Miguel Mentioned in the Interrogatories [illegible]

or Six Months before his Decease made a Contract [illegible]

Rangapah Chitty also mentioned in the Interry [illegible]

Sandal Wood but this Deponent [illegible]

Contracted for and what the Precise Extent and Meaning of the

Contract or Agreement was [illegible] Rangapah

Should deliver the Quantity of Sandal Wood [illegible]

Madras and Deliver'd to the said Gregorio Miguel [illegible]

was to Return the Money Advanced [illegible]

with a Premium [illegible] that this Deponent [illegible]

or Deponent [illegible]

of this Examinant [illegible]

Delivered by Cam

the Persons Set as Subscribing Witnesses thereto the of their Respective hand Writing and that the Consideration Money Mentioned in the said Agreement was paid and Satisfied by Gregorio Miguel unto the said Camcharla Rangapah Chitty at the time he Signed and Sealed the Agreement and More Saith not to this Interry.

3 To the third Interry this Deponent Saith that he doth know that the said Camcharla Rangapah Chitty did About One Month after the said Contract or Agreement was made bring from Cuddalore to Madras a quantity of Sandal wood but this Deponent does not know what Quantity and that he brought the Said Sandal Wood to Madras to fulfill the said Contract or Agreement that this Deponent doth know that the said Gregorio Miguel did refuse Purchasing any of the said Sandal Wood from the said Camcharla Rangapah Chitty and the Reason that the said Gregorio Miguel did Refuse to Purchase the Said Sandal Wood was because it was not agreeable to the Muster — And more Saith Not to this Interry.

4th To the fourth Interry this Deponent Saith that he doth know that the said Gregorio Miguel did 2 or 3 different times Demanded of the said Camcharla Rangapah Chitty the Payment of a Sum of Money Advanced to the said Camcharla Rangapah Chitty on account of an Agreement for Sandal Wood this Deponent does Not Remember what was the Amount of the Sums Demanded but it was the Money that was Advanced on Account of the said Contract with the Premium but this Deponent doth know that the said Camcharla Rangapa Chitty did Not pay the same but that he delivered into the Possession of the said Gregorio Miguel the said Sandal Wood as a Security for the Payment of the Money due On Account of the said Agreement but this

Deponent Saith [illegible]

[illegible]

Witness

Examined

[illegible]

Mayor's Court at Madraspatnam

Between [illegible] Respondent

Deposition of [illegible] the Examined on the [illegible] as followeth

On the Part of the Resp[illegible]

Narrain of [illegible]

Produced as a Witness in this Affair on the Part of the Respondent was on the 16th Day of March 1771 Shewn in Person at the Office of Mr John Sykes who is Attorney for the Pltf by Candapah by 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 & Examined Deposeth as followeth

1st ---- To the first Interrogatory this Deponent Saith that he does not know the Pltf in this Affair but he that knew the Respondent Sarad Cojo Maul and Sut Padry About 15 Years or thereabouts and that this Depond doth Also know Cancarla Rangapah Chetty the Deft in this Cause and that he hath so known him three Years or thereabouts and that he did know Gregorio Miguel the Compl Above Named in his lifetime and that he did so known him about 14 Years before his Death and that the said Gregorio Miguel Died at his House in the Maratta Town a timer of a year Ago and More Saith not to this Interrogatory

2d ---- To the Second Interry this Deponent Saith that he doth know Gregorio Miguel mentioned in this Interrogatory did in his lifetime and to the best of this Deponents remember About five or Six Months before his Death Make a Contract or Agreement with a Cancarla Rangapah Chetty also Mentioned in the Interry for a Quantity of Sandal Wood but this Deponent Cannot Recollect the Quantity so Contracted for and that Purport Intent And Meaning of the Said Contract or Agreement was that the said

[illegible]

3 [illegible]

4th [illegible]

but it was the Money he had Advanced the said Cancarla Rangapah Chitty with Interest that this Deponent knew that he did pay the same but that he Mortgaged the said Sandal Wood to the said Gregorio Miguel as a Security for the Payment of the Money due On Account of the said Agreement that this Deponent doth know that three Godowns were Rented by One Cater Permaul on account of the said Gregorio Miguel but this Deponent does Not know to whom the said Godowns belonged and that they are so Rented for the Purpose of putting into them the Sandal Wood which the said Cancarla Rangapah Chitty had Mortgaged to the said Complainant and that the said Gregorio Miguel had Possession of the Keys of the said Godowns after the said Sandal Wood was lodged there that this Deponent does not know whether the said Gregorio Miguel Did Afterwards give the said Keys in Charge of Any One or not nor does this Deponent know whether Any New locks have been put on the Doors of the said Godowns Since the Death of the said Complainant Gregorio Miguel or what is become of the Keys belonging of the former locks and more saith not to this or the Last Interrogatory

T. White Exam^d

Mayor's Court at
Madraspatnam

Between Gundavady Vencatasawmy
Chitty of Madras Merchant Pet^r and Sarah
Coja Maut and Sil Paday Avil Administrators
to the Estate and Effects of Gregorio Miguel
Deceased Respondants

On the the Part of the Respondant

Depositions of Witnesses taken [illegible] in this Cause as follows

Subramony of Madras Merchant Aged 38 Years being Produced as a Witness [in] this Cause by or on the Part of the Respondents was on the 16 Day of [illegible] Anno 1778 [illegible] in Person at the Office of Mr John [illegible] Attorney for the [illegible] of the [illegible] And afterwards on the Same Day being Sworn and Examined Deposeth as follows

1 ... To the first Interrogatory this Deponent Saith that he doth know the [illegible] Cancarla Rangapah Chitty [illegible] Respondents [illegible] he hath so known them [illegible] Years or thereabouts and doth know Cancarla Rangapah Chitty the Defendant in this Cause and he hath so known him [illegible] Years or thereabouts and that he did know Gregorio Miguel the Complainant in his life time and [illegible] know him about [illegible] Years before his Death and hath [illegible] upwards one year and half agone he was [illegible] and More Saith Not to this Interrogatory

2 ... To the Second Interrogatory this Deponent saith that he doth know [illegible] Miguel Mentioned in the Interrogatories [illegible] this Deponent [illegible] about four Months before [illegible] Contract or Agreement with Cancarla Rangapah Chitty [illegible] in the Interrogatory for a quantity of Sandal Wood but this Deponent [illegible] not Recollect what quantity [illegible] this Deponent [illegible] the [illegible] Interrogatory [illegible]

or Agreement that this Deponent did see the Agreement or paper Writing now produced and Shewn to him at this the time of this Examination Marked Letter A Signed Sealed And delivered by Cancarla Rangapah Chitty and that this Deponent Name Set and Subscribing Witness thereto is of his own hand Writing but this Deponent did Not see the other Witness Sign thereto nor does Not know whether it is of the said Witness's hand writing or whether the Consideration Money Mentioned in the said Agreement was or was Not paid and Satisfied and More Saith Not to this Interry

3 ... To the Third Interry this Deponent Saith that he doth know that the Said Cancarla Rangapah Chitty one or two Months After the Said Contract or Agreement was Made bring from Cuddalore to Madras a Quantity of Sandal wood on account of the Said Contract or Agreement and that this Deponent doth know that the said Gregorio Miguel did not Purchase Any of the Said Sandal Wood from the Said Cancarla Rangapah Chitty because it was not agreeable to the Musters delivered to him by the said Cancarla Rangapah Chitty and more Saith not to this Interry

4 ... To the fourth Interry this Deponent saith that he doth know that when the said Sandal wood Arrived at Madras the said Cancarla Rangapah Chitty delivered into the hands or possession of the said Gregorio Miguel but as it did not Answer to the Musters the said Gregorio Miguel delivered the said Cancarla Rangapah Chitty

to take away the said Sandal wood [illegible]

on account of the said Contract [illegible]

[illegible] this Deponent [illegible] Gregorio Miguel [illegible]

Cancarla Rangapah Chetty [illegible]

And saith Not to the said Interrogatory

Welch Com:

Mayors Court at Madraspatnam

Between [illegible] of Madras [illegible] and [illegible] Administrator [illegible] and Effects of Gregorio Miguel Deceased [illegible]

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by Commissioner as follows

Raddy of Madras Peon Aged 30 Years or thereabouts being [illegible] in this Affair on the Part of the Defendant [illegible] at the Office of Mr. John Sykes [illegible] Attorney for the [illegible] the Honble [illegible] Afterwards on the same day being Sworn and Examined [illegible]

1st To the first Interry this Deponent saith [illegible] Chetty in this Affair [illegible] Twenty Years or thereabouts and that he did know the [illegible] in this Affair [illegible] them 20 Years or thereabouts [illegible] Cancarla Rangapah Chetty in this Cause [illegible] him 20 Years [illegible]

And that he did so know him Twenty Years past And More saith Not to this Interrogated—

3 To the third Interrogatory this Deponent saith that the said Cancarla Rangapah Chetty did bring from Cadalore to Madras a Quantity of Sandal wood but what Quantity of Sandal wood but what Quantity this Deponent doth not Recollect it being a long time past and that he assisted in landing said Sandal wood and this Deponent saith that the said Cancarla Rangapah Chetty about said Sandal Wood on Account of Contract between the said Cancarla Rangapah Chetty and Gregorio Miguel and this Deponent saith said Sandal wood was first Landed and taken to Fort St George and Afterwards brought to a Godown in Gregorio Miguel House when the the said Gregorio Miguel Refused to Purchase said Sandal wood as it was not good or agreeable to the Muster and therefore the said Gregorio Miguel Demanded said goods at a Lower Price than the Contract Price which the said Cancarla Rangapah Chetty Refused And More saith not to this Interry—

4th To The Fourth Interry this Deponent saith that the said Gregorio Miguel did Demand of the said Cancarla Rangapah Chetty Several Different times the Sum of he had Advanced him on account of said Agreement but as it is so long past this Deponent long past this Deponent doth not Recollect the Amount of said Sum at what Particular times he so demanded said Sum and this Deponent saith that the said Cancarla Rangapah Chetty did Not pay the Sum so demanded but that he gave a Mortgage on said Sandal wood for the Payment of the said Sum due on said Agreement and the

Deponent saith that there are [illegible] Keys [illegible] of the [illegible] Ready for the Purpose of Lodging and [illegible] belonging to the this Deponent saith that there were [illegible] of the said Gregorio Miguel Deceased and [illegible] of the [illegible] for the Purpose of Lodging and [illegible] as he had taken a Mortgage on said [illegible] and [illegible] Keys belonging to said [illegible] said Deceased and which were kept in the House of Gregorio Miguel [illegible] which were lodged therein and this Deponent saith [illegible] by the said [illegible] by order of the [illegible] since the Decease of the said Gregorio Miguel what [illegible] taken [illegible] this Deponent saith And this Deponent saith the Keys of the [illegible] taken and Possession of the Deceased [illegible] in the House of the Deceased were [illegible] the last [illegible].

Robt Leighton

Exam

Extract from the Minutes of Court held at the Town on Tuesday the 9th Day of October Anno Domini 1781.

Present

Mr James Call Junior Alderman

Edwd Garrow and Robt [illegible] Aldermen

Sarad Coja Maul and Sil. Padry Avill Administrators of Gregorio Miguel Deceased

versus

Cancarla Rangapah Chitty in the Affair of the Petition of Gundavady Vencatasawmy Chitty

Petition with Translate of a Mortgage Bond or Writing Obligatory Annexed

Amended Answer with Translate of a Contract or Agreement in the Malabar Language Annexed

Interrogatories on the Part of the Petitioner with a Cadjan Annexed

Two Depositions taken thereunto

Interrogatorys on the Part of the Respondant with a Malabar Writing Annexed

Two Depositions taken thereunto

The Matter in Dispute between the Petitioner Gundavady Vencatasawmy Chitty and the Respondant Comming onto be Argued and determined this Day on the in the Presence of the Attorneys on both Sides on Reading the Petitioner with the Translate of a Mortgage Bond [illegible] [illegible] [illegible]

the engagements [illegible] [illegible] Languages [illegible]

the Interrogatories and [illegible] [illegible]

with the [illegible] [illegible] [illegible]

[illegible] and [illegible] [illegible] of [illegible]

in the Consideration had [illegible] Said Court

think fit to [illegible] [illegible]

Mortgage Bond of Sixty Pagodas [illegible] Pagodas [illegible]

such Interest [illegible] [illegible]

Pound of the Eight Hundred and [illegible]

Were Sold by Order of the Court and that [illegible]

of the Godown [illegible] be likewise [illegible]

Order that the Defendant [illegible] pay all Costs

to the Petitioner.

Allen [illegible]

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Filed the 18th August 1781.

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

Humbly Complaining Sheweth unto this Hon'ble Court your Oratrix Lucretia Rozett of Madraspatnam aforesaid That Agapery Thaddeus Calendar of the same place Merchant stands well and truly indebted unto your Oratrix in the full and Just Sum of One Hundred and Sixty Eight Pagodas and forty fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Sixty Seven Pounds and Twelve Shillings or thereabouts, as will more fully and at large appear by a Copy of an Account Current hereunto Annexed for the inspection of this Hon'ble Court which your Oratrix prays may be admitted as part of this your Oratrix Bill of Complaint, the Original of which is in your Oratrix possession and ready to be produced when ever your Oratrix shall by this Hon'ble Court be thereunto required. your Oratrix further sheweth unto this Hon'ble Court that your Oratrix Letted unto the said Agapery Thaddeus Calendar a House belonging to your Oratrix situated and lying in Stringer Street in Madraspatnam aforesaid and relying on the good faith and Credit of the said Agapery Thaddeus Calendar, your Oratrix permitted the Rent of the said House to run in arrear, till it amounted to the Sum of One Hundred and fifty four Pagodas and Nineteen fanams when your Oratrix insisted on the said Agapery Thaddeus Calendar's discharging the same, which he, the said Agapery Thaddeus Calendar being unable to do [illegible] your Oratrix [illegible]

said Sum of One hundred [illegible]

touching your Oratrix [illegible]

did give and grant unto [illegible]

Day of [illegible]

Hundred and Twenty [illegible] the said [illegible]

bound himself [illegible]

truely to pay [illegible] unto your Oratrix [illegible]

Executors Administrators or Assigns [illegible]

present year of Our Lord One [illegible]

Viz. the said Sum of One hundred [illegible] Pagodas

fanams with Interest at the Rate of [illegible]

the Year as will more fully and at large [illegible] Copy

Bond [illegible]

your Oratrix prays may be [illegible]

of Complainant's [illegible]

and [illegible]

[illegible] your Oratrix [illegible]

the said Agapurry [illegible]

paid unto your Oratrix [illegible]

whole or any part of the [illegible]

Bond [illegible]

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and in an Amicable Manner requested payment from the said Agapurry Thaddeus Calendar of the said Sum of One Hundred and Sixty Eight Pagodas and forty fanams.

But now so it is may it please this Hon^ble Court that the said Agapurry Thaddeus Callandar doth Obstinately and wilfully refuse to pay the same or to give your Oratrix any Manner of Satisfaction touching the premises your Oratrix 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 Agapurry Thaddeus Calendar may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things herein before setforth and Alledged as fully truely perfectly and effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated and more particularly that he may setforth and discover whether he ever had any and what pecuniary Transactions with your Oratrix, whether in the manner herein before setforth or how otherwise, and whether he ever executed unto your Oratrix any Bond or Paper Instrument, and whether the same was of the same forms Words and figures as that, a Copy of which is hereunto Annexed, and whether he ever paid or caused to be paid unto your Oratrix either the whole or any part of the said Bond, and whether he does not stand Justly and truely Indebted unto your Oratrix in the said Sum of one Hundred and Sixty Eight Pagodas and forty fanams and that he may be Decreed to pay unto your Oratrix the said Sum of One Hundred and Sixty Eight Pagodas and forty fanams with all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit

[illegible]

May it please [illegible]

Agaperry Thaddeus Calendar [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

11 August 1781

This Petition [illegible]

[illegible]

Brisbane

Reg.r

Dr. Agaperry Thaddeus Calendar [illegible]

Lucretia Rouzett

| | | |
|---|---|---|
| 1780<br>November 1 | To the amount of principal [illegible] | |
| 1781<br>August 1 | [illegible] | [illegible] |
| | [illegible] | [illegible] |

Pagodas [illegible]

[illegible]

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Know all Men by these presents, that I Agaperry Thaddeus Calendar of Madras Merchant am held and firmly bound unto Lucretia Rouzett of the same place Widow in the penal Sum of Three Hundred and Eight Pagodas and Eighteen fanams Current money of Madras to the payment whereof well and truly to be made to the said Lucretia Rouzet her heirs Executors Administrators or Assigns I do hereby Bind myself my heirs Executors Administrators firmly by these presents In Witness whereof I have hereunto set my hand and Seal in Madras this first day of November in the year One Thousand Seven Hundred and Eighty.

Whereas the above bound Agaperry Thaddeus Calendar hath borrowed and received of the above named Lucretia Rouzett the full and Just Sum of One Hundred in Fifty four Pagodas and Nineteen fanams of the said Currency to run at interest at the rate of Twelve per Cent per Annum and payable on or before the first day of August which will be in the year of Our Lord One Thousand Seven Hundred and Eighty one.

Now the Condition of this Obligation is such, that if the above bound Agaperry Calendar his heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the abovenamed Lucretia Rouzett her Heirs Executors Administrators or Assigns the full and Just Sum of One Hundred and fifty four Pagodas and Nineteen fanams 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
(no Stampt Paper is to be had)
In presence of
Antonio Johnson
Rangapah Chitty

(Signed) A. T. Callandar (L.S.)

A true Copy
Thomas Jones
Atty for Complt.

[illegible] 11. [illegible] 1781

To the Hon'ble the May

Court at Madraspatam

Petition [illegible]

[illegible]

[illegible]

[illegible]

The above Named [illegible]

and saith that the above named Ygatory Pattan [illegible]

and truly intitled to have on the Sum of One Hundred and

Pagodas and forty fanams and that he believes the said

Callender is about to defeat the Jurisdiction of the

Sworn [illegible]

[illegible]

Mayor's Court at Madraspatnam

Tuesday the [illegible]

Present

Mr. James Call Senior Alderman

Edward John Holland [illegible] Alderman

[illegible]

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place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules were issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of One Hundred and Sixty Eight Pagodas and forty fanams (Pags. 167.40.) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Exr

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Filed 3d Septr. 1781

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

Humbly Complaining sheweth unto this Hon'ble Court your Orator Sunkah Chinna Kistnamah Chitty of Madras Merchant That Whereas your Orator and one Gandavedy Vencata Swamy Chitty of Madras Inhabitant, having sometime in the Month of February in the present Year One Thousand Seven Hundred and Eighty one, Settled and Adjusted their several Accounts with each other, and there appearing a Ballance in favor of your Orator Amounting to the Sum of Two Thousand Nine Hundred and Thirty Pagodas and five Eighths of a Pagoda, he the said the said Gandavedy Vencatasawmy Chitty

Orator, the said [illegible] Orator the [illegible] Hundred and thirty [illegible] by the [illegible] Interest might be [illegible] Mortgage [illegible] Rents and Profits of [illegible] Garden which your Orator [illegible] Chetty's Father by means of [illegible] Vencatachellum [illegible] Swamy Chetty [illegible] Orator [illegible] of certain [illegible] Chetty and Vencataswamy [illegible] Showeth, the said Gundavedy Vencataswamy [illegible] him Mortgaged or Assigned over by way of [illegible] and hands of Henry Brooke late [illegible] Orator Showeth, the said Gundavedy Vencataswamy [illegible] Orator the Original [illegible] of the premises were [illegible] the said Henry Brooke [illegible] Attorney Rangapillah [illegible] Attornies and the Mortgage premises, your Orator [illegible] Information the said Gundavedy Vencataswamy Chetty [illegible] that your Orator [illegible] Express Consent of your Orator [illegible] as by him the [illegible]

Recited in a certain Instrument or Writing in the Gentoo Language under the Hand Writing of the said Gundavedy Vencataswamy Chetty, bearing date the fifteenth of February in the present Year One Thousand Seven Hundred and Eighty One, and made and given unto your Orator for the purposes therein mentioned and hereby in this your Orator's Bill of Complaint setforth and Expressed; a true Translate of which Instrument or Writing is hereunto annexed for the inspection of this Honble Court and the which your Orator prays may be taken as part of this your Orator's Bill of Complaint, your Orator further Sheweth, that on Receipt of this Writing your Orator rested Satisfyed with his Security as knowing the value of the premises so Mortgaged far Exceeded the Amount of the respective Sums the premises were assigned over for, your Orator further Sheweth, that hearing from good Authority of there being some disputes in Agitation in this Honble Court between the said Gundavedy Vencataswamy Chetty and one Mangapermal Pillah and that the premises in Question were affected by such Litigation, your Orator found himself under the Necessity of calling upon the said Henry Brooke and his representative Rangapillah for to come to an Account & Reckoning to and with your Orator and to produce the Accounts of the several Receipts and disbursements had, made and done, by the said Henry Brooke and his said Attorney the said Rangapilla, by reason and means of their being in possession of the aforementioned Mortgage premises and in the Actual Receipts of the Rents and Proffits arising from the said Mortgage premises, all of which your Orator Sheweth, was permitted the said Henry Brooke and his and Attorney to [illegible] pay [illegible]

[illegible]

as called upon the said [illegible]

said Rangapilly [illegible] Consideration

Orator [illegible] Orator [illegible]

promise and Undertake to pay whatever [illegible]

the said Henry Brooke [illegible]

to be [illegible] Mortgage [illegible]

your Orator [illegible]

[illegible]

Deed to the said Henry [illegible]

Mortgage and for no other [illegible]

that the said Rangapilly [illegible]

Attorney of the said Henry Brooke [illegible]

Mortgage [illegible]

due to the said Henry Brooke [illegible]

[illegible] Mortgage [illegible]

Deeds and the Mortgage [illegible]

[illegible] the said Henry Brooke [illegible]

with the said Mortgage [illegible] your Orator [illegible]

Considerable [illegible]

[illegible]

Agreement and to [illegible] the said Rangapillah [illegible]

[illegible]

do pursuant to his promise and Undertaking and more particularly as he the said Rangapilly is so well Convinced of the Authenticity of the Deed or Instrument under which your Orator Claims a Right to the premises and to which there has been no Objection by any person whatever, as all parties Concerned are well Convinced of the Legality of the same, and of the Authority whereby your Orator is invested to call the said Henry Brook and his Attorney to an Account for the said Prior Mortgage and the power of taking up the same by the payment of such Ballance as shall appear to be Justly due on the said Mortgage to the said Henry Brooke.

But now so it is and may it please this Honble Court, the said Rangapillah Obstinately and wilfully refuses to come to any Account or Reckoning to and with your Orator Notwithstanding his repeated promises and Assurances, although He the said Rangapillah Admits of the Legality of your Orators Mortgage and of the power your Orator is therein invested with, of calling to an Account the said Henry Brooke and his representatives for his and their several Transactions respecting the Mortgage premises, He the said Rangapilla pretending that he cannot come to a final Reckoning and Account with your Orator, on Account of the said Henry Brooke's Mortgage, unless your Orator will allow him to bring in his the said Rangapillas own Account and his and his Brother Narrain Pillah's Account, with the said Gandivedy Vencatanurany Chitty which your Orator Sheweth and Charges, he cannot do, because as your Orator Charges, that whatever demands the said Rangapillah and Narrain [illegible] and when the Amount [illegible] of the said [illegible]

[illegible] Henry Brooke [illegible]

[illegible] premises but [illegible]

Mortgage which your Orator Charges [illegible]

Rangapilly [illegible]

of the Mortgage [illegible]

Brooke and [illegible]

[illegible] no other your Orator further Charges [illegible]

[illegible] your Orator [illegible]

Rangapilla [illegible]

which your Orator [illegible]

than to [illegible]

his the said Rangapilla's Acknowledgment of your Orators Pretensions on the said premises as appears by the following Copy of a Letter in Answer to an Address of your Orators Attorney Mr. Charles Brimley to the said Rangapillah, Vizt. "Carles Brimley Esqr. Dear Sir, Rangapillah desires me to "inform you that the Ballance now due to Mr. Henry Brooke for whom "Rangapillah Acts, is 3365.23.64. with Interest from the 11th June 1778 the day up to which the Accounts is made up, When shall Rangapilla wait on you to "Receive the Money, yours truly J. Popham Madras August 26th. 1781." This Answer of the said Rangapilly's Attorney, your Orator Charges, is an acknowledgment of your Orators Claim, and how far the said Rangapilla deemed himself Responsible to your Orator as far as Regarded the aforementioned Henry Brooke's Interest in the Mortgage, or why does the said Rangapilla give his Assent to the Receiving of the Amount of his pretended Ballance on the said Henry Brooke's Mortgage? your Orator Charges, that the Description contained in the said Answer of the said Rangapillah's Attorney is — pointed and Reduces the matters in Question to certainty and Confines the same within the Mortgage to the said Henry Brooke, further your Orator Charges, he has no occasion to go or to Enter into any investigation of the Accounts between Gaudawdy Vencatachaumy Chitty, Narrain Pillah, and Rangapillah, as they do in no sort Relate to your Orator or to the Demand he has on the Mortgage premises your Orator further Charges, that although the said Rangapillah has so by the means of his said Attorney informed your Orator with the Amount of the Sum he pretends is due on the said

Mortgage

[illegible]

so Mortgaged to the said Henry Brooke and to what Amount, and when the said Rangapilla or whom else for him Received the same and from whom, and whether the Amount thereof was carried to Account of the said Henry Brooke, and if not, to what other Account the same has been so Carried to Account, and under what Articles or Agreement, Covenant or Condition had made done and entered into by and between the said Rangapilla and the said Gandavedy Vencataswamy Chitty, and whether the said Rangapilla believes in his Conscience, the same to be Right Just and fair, and whether such proceedings were agreeable to the parties and according to their Original meaning and intention at the time of making the Mortgage Deeds of Assignment to the said Henry Brooke or how otherwise, and that the said Rangapilla may set forth whether your Orator did not by the means of Sundry Persons apply both in person and by Letters to him for the Accounts particulars of such Receipts and disbursements as any way came under the Mortgage in question to the said Henry Brooke and whether the said Rangapilla did not from day to day promise and Undertake to make up the said Accounts and send them for the inspection of your Orator with a promise of Surrendering up the Title Deeds and other Writings by which the said Henry Brooke held the premises, upon Payment of the Ballance to be made by your Orator, and whether your Orator did not agree to the same, provided such Accounts were fair and Just, and that the said Rangapillah may set forth whether your Orator is not well Entitled to have an inspection of such Accounts, and a Right of Objection to and disallowing of all and every such Receipts Payments and Disbursements as

any

[illegible]

[illegible]

Translation [illegible]

[illegible]

1A-3

as may become due thereon at the Rate of 9 ℘ Cent ℘ Annum and for which Sum I Mortgage unto you the following premises Vizt That on the 11th day of September 1773 my Brother named Pallanda Chitty executed his Bond to Mr Brooke and Borrowed of him the Sum of 4094.31.25. and he paid the Interest thereon for One year on the 6th day of December 1776 the Sum of 2094.31.25 is due to us from Narrain Pillah, after deducting the 2094.31.25 therefrom then there remaining 2300 Pagodas was due for which Sum having Mortgaged the following premises Vizt my Father Vencataramah Chitty bought a Garden called Chitramah Naicks Garden from one Chandy Vencatakistnah Pillah, the one half of the said Garden being Vencatanarra Pillah's Share exclusive of which the other half of his share is also one half of the Godown and Shops Jointly bought by my Uncle Mannaraz Chitty and Vencatanarrapillah, have executed a Mortgage Bond to Narrainpillai and Vencataramahpillah and as they have received the produce of the said premises therefore exclusive of the Sum they already received as aforesaid the residue you are to pay to them with Interest and Return the Chattry Title Deed of the Mortgage premises and retain it in your Possession, I further promise to pay you the Sum with Interest as shall or may become due thereon on or before the expiration of a Year and Return the said Title Deeds and Mortgage Obligation in default of the said payment then you are empowered to Sell the premises in Publick Outcry and pay yourself the principal and Interest, in case met with deficiency I

[illegible]

Law whereby to call this Defendant in Question in this Honble Court for the same but that there is good cause of Demurrer thereunto for that it appears by the Complainants own shewing in and by his said Bill that the Scope and End thereof is for the Complainant to call this Defendant to Account as to such money Transactions as have heretofore Subsisted and may now Subsist between one Gandavedy Vencatasawmy Chitty in the said Bill of Complaint named and this Defendant as well on this Defendants and his Brother Narrain Pillah's particular accounts as on Account of one Henry Brooke in the said Bill of Complaint also named to whom this Defendant was and is Attorney to which said several Matters and all the other things in the said Bill contained This Defendant doth Demurr and for cause of Demurrer sheweth that the said Bill seems to have been brought contrary to the tenor and meaning [illegible] Charter by which this Honble Court is established and which forbids the Interference of this Honble Court in Suits or Actions between Indian Natives unless they by Consent submit the same to the Determination of this Honble Court and it appears of the Complainants own shewing that he hath not any Money Concerns Accounts or other dealings with this Defendant but that this Defendants Dealings and Accounts whether in his Individual Capacity or on Account of his Brother the said Narrain Pillah or as Attorney for the said Henry Brooke have always been with the said Gandavedy Vencatasawmy Chitty and not with the Complainant and this Defendant further saith that it [illegible] Complainant [illegible] Sawmy Chitty [illegible] Gaudavady Vencatasawmy Chitty [illegible] Defendant [illegible] this Defendant [illegible] this Defendant [illegible] and Henry Brooke [illegible] Twenty Eighth day of [illegible]

said Gaudavady Vencatasawmy Chitty for Recovery of the Sum of One Thousand three Hundred and Sixty five Pagodas Twenty three fanams and Sixty four Cash 115 with Interest thereon from the day of June which was in the year of Our Lord One Thousand Seven Hundred and Seventy Eight to which said Bill the said Sawmy Chitty put in a general Answer on or about Twelfth day of January which was in the year of Our Lord One Thousand Seven Hundred and Seventy nine and hath not since by his Attorney moved to amend his said General Answer or to enter into the Merits of the Account Current and the several particulars thereof and on which this Defendant and the said Digby Brooke grounded their Right of Action against the said Sawmy Chitty and which if the said Sawmy Chitty had been inclined to settle his Accounts fairly fully and Justly the said Sawmy Chitty ought to have done and have stated therein his account Current against this Defendant and the said Digby Brooke as Attornies of the said Henry Brooke and the Sums which by himself or by the Rents and Profits of the Mortgaged premises he might ever had been Received by this Defendant and the said Digby Brooke or either of them for Account of the said Henry Brooke and for as much as this Defendant and the said Complainant are both Indian Natives and also for as much as the said Sawmy Chitty hath so long neglected to give in a full Answer to this Defendants and the said Digby Brookes Bill of Complaint and for as much as the said Sawmy Chitty hath not in any manner impowered the said Complainant to file any Bill or Bills of Discovery against this Defendant and for as much also as this Defendant hath not nor hath the Complainant presumed to state that he hath any Dealings or

(886)

[illegible] the Complainant [illegible] Defendant [illegible] and therefore [illegible] Defendant [illegible] of the said Bill of Com[illegible] by the Judgment of this [illegible] any other or further [illegible] humbly [illegible]

Filed 4th Octr 1791

The Replication [illegible] Chitty [illegible] of Rangapillah [illegible] Attorney to Henry Brooke [illegible] Esquire.

The said Complainant [illegible] any thing by the said Defendant alledged in his Demurrer [illegible] Complaint against him ought not to be answered unto [illegible] therein contained are good [illegible] the Action of the said Complainant [illegible] Defendant [illegible]

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saith, that there is no good Cause assigned by the Defendant in any part of his Demurrer for Demurring to the Complainants Bill of Complaint, for in the first place the Defendant has very unfairly Stated the Merits of the Complainants Bill of Complaint by saying, "That it appears by the Complainant's own shewing "in and by his said Bill that the Scope and End thereof is for the Complainant "to call the Defendant to Account as to such Money Transactions as have here-"tofore Subsisted and may now Subsist Between one Gandavedy Vencatasawmy "Chitty in the Bill of Complaint named and the Defendant as well on the Defendant and his Brother Narrain Pillah's particular Accounts as on Account "of one Henry Brooke in the Bill of Complaint named to whom the said Defendant "confesses was and is Attorney to," in reply thereto, the Complainant says, that the End and Scope of his Bill of Complaint is to call to an Account the Defendant as the Attorney of the said Henry Brooke for the several Net proceeds of some premises Mortgaged by the said Gandavedy Vencatasawmy Chitty to the aforesaid Henry Brooke and which had been received by the said Rangapilla as the Attorney of the said Henry Brooke, and which ought to have been carried to the Account of the said Mortgage, the Title Deeds of the said Mortgage premises being left with the said Rangapillah for Account of the said Henry Brooke, and under which Title Deeds the said Rangapillah received for Account of the said Henry Brooke, the proceeds of the premises from time to time, and therefore for a Discovery of the particulars thereof is the sole End and Scope of the Bill of Complaint, but as to any Accounts depending between Gandavedy Vencatasawmy Chitty and the Defendant or with his Brother Narrain Pilla the same as out of the [illegible] not [illegible] the said Bill [illegible] Complainants Bill of Complaint [illegible] nature of the Priority of the Mortgage [illegible] same and [illegible] [illegible] and that the other particular the said Complainant [illegible] to this Honble Court Says he has a right to Enquire into and [illegible] nature of the Mortgage Deed which has a reference to the [illegible] Brooke's Mortgage but as to any thing else which Concerns [illegible] or his Family the Complainant does not in the least pretend [illegible] Concerns the present Action or [illegible] between the Complainant [illegible] said Henry Brooke when [illegible] the said Complainant [illegible] Confesses in his Demurrer, Notwithstanding he [illegible] Title of his Demurrer, [illegible] appears [illegible] the Complainant against the Defendant himself [illegible] of the Bill of Complaint [illegible] appears [illegible] against [illegible] the Attorney of Henry Brooke and the Assignee of the said [illegible] plaint, that the Defendant may [illegible] Summoned [illegible] and under the same might the Defendant be [illegible] be found any Cause for Demurrer [illegible] Demurrer [illegible] appears from the Defendant's own [illegible]

in the Charter and of which the Defendant wishes to avail himself, but very happily for the Complainant the Bill of Complaint is drawn out agreeable to the Authority invested in the Complainant by the second Mortgage, for the Complainant Says, he has no Written Deed or Instrument or any Demand that could possibly Authorize him to file a Bill of Complaint against the Defendant Independent of the said Henry Brooke's Mortgage, so that the Plea which the said Defendant makes use of a Cause for his Demurring is totally out of the Question, The Complainant further says, that the Defendt. is further mistaken in his Stating in his Demurrer and unjust in Surmising "that he the Complainant had no sort of Demand on the Defendt. "in any Shape, as any Transactions he the said Defendant had, was with "Gandavedy Vencatasawmy Chitty and not with the Complainant," The Complainant further says, that he does admit, that he has no right whatsoever to inspect or Revise the private Concerns of the said Defendant with the aforementioned Gandavedy Vencatasawmy Chitty, nor is it the meaning or Scope of the Complainant's Bill of Complaint so to do, The Complainant further says, that the Defendant in his Demurrer observes, that the aforementioned Gundaveddy Vencatasawmy Chitty had not given or granted to the Complainant any Special power to Enable him to call the Defendant to Account in the manner as setforth by the Bill of Complaint, as the writing thereto annexed was only a Mortgage Bond reciting a Sum of Money owing by the said Gundaveddy Vencatasawmy Chitty to Mr. Brooke, but that there was no Special Authority therein to call the Defendant to Account, nor was there was no Special Authority therein to call the Defendant to Account [illegible] neither the name of the Defendant mentioned in the said Mortg[illegible] in testify the said Complainant says that from the Tenor of the [illegible] [illegible] it had been [illegible] the said Henry Brooke and [illegible] for the Accounts relative to the Mortgage and to [illegible] said Mortg[illegible] better Security of the Complainant['s] property and [illegible] [illegible] in all [illegible] Mortgage [illegible] premises and whether or no the Attorney or Representative of [illegible] is named or inserted in any of the Mortgage deeds of that Company [illegible] whenever the property on which a person has a right or [illegible] right then and in that Case such person is at liberty to [illegible] after the same and in case of any [illegible] [illegible] pray an Injunction to stay waste. The Complainant further [illegible] Defendant as the Attorney and Representative of Henry Brooke [illegible] Mortgage is in possession of the [illegible] Deeds of the premises of [illegible] Mortgage and to the said Henry Brooke made [illegible] Gundavedy Vincatasawmy Chitty which said Defendant [illegible] Complainant charges has as such Representative of the said [illegible] [illegible] at [illegible] times the Rents of the Mortgage [illegible] ought to have been appropriated to the discharge of the [illegible] the Account of which the Complainant [illegible] what is justly due to the said Henry Brooke and to [illegible] [illegible]

Justly due to the said Henry Brooke, all which appears agreeable to the Tenor of the Complainants Mortgage.—

The Complainant further remarks, that the Defendant Assigns another Cause for his Demurring that one Digby Brooke since Deceased was a Joint Attorney with the Defendant of the said Henry Brooke and that they as such in the year One Thousand Seven Hundred and Seventy Eight, filed a Bill of Complaint in this Hon'ble Court against Gundavedy Vincatasawmy Chitty for the Sum of three Thousand three Hundred and Sixty five Pagodas Twenty three fanams and Sixty four Cash, and that the said Gundavedy Vincatasawmy Chitty put in his General Answer, and that he did not proceed any further therein, the Complainant says that although this Assertion and the Merits thereof are by no means a Cause for Demurring as they being matters proper for an Answer and to be Supported by Evidence—yet the Complainant begs leave of this Hon'ble Court to make this Observation, that as the said Gundavedy Vincatasawmy Chitty had put in his Answer and thereby denyed the Debt it then became the duty of the said Digby Brooke and the Defendant, as Attornies of Henry Brooke, to have proceeded on with their Charge and proved their demand, for by this Answer they were put on their proof, but as such demand, which as it may be Supposed never did Exist, all further prosecution ceased on the part of the said Henry Brooke; but whether such suit was ever preferred or Instituted or not, is totally out of the Question with respect to the Merits of the Complainants Bill of Complaint which Seeks a Discovery from the Defendant

as

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[illegible]

the Defendants Pleadings he [illegible] [illegible] as a [illegible] Due to the Complainants Bill of [illegible] [illegible] Defendant under the Denomination of Henry Brooke Attorney [illegible] avail him, as he is only [illegible] as the Representative of Henry Brooke on the Complainant [illegible] [illegible] Defendant [illegible] against Gandavedy Vincatasawmy Chitty is an Argument of Defendants Demurrer, as [illegible] [illegible] can be no Cause whatever for a Demurrer [illegible] [illegible] for such Demurring, but [illegible] the Complainant [illegible] Court to shew the impropriety of [illegible] [illegible] Complainant, for in [illegible] [illegible] Bill, the said Defendant [illegible] Attorney of Henry Brooke, and [illegible] [illegible] as the said Attorney, he pleads [illegible] him, and as the Defendants [illegible] [illegible] Complainant was of such a Nature, that the Defendant [illegible] Equity against the Defendant [illegible] [illegible] in Reply thereto, begs leave to [illegible] [illegible] Court [illegible] Bill of Complaint, wherein the Defendants Attorney [illegible] plainants Attorney [illegible] [illegible] of the principal and Interest [illegible] Mortgage [illegible]

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Right the Complainant had to take up the Mortgage of the said Henry Brooke and that he the Defendant would have, as the Attorney of the said Henry Brooke delivered over the Writings to the Complainant, had he the Complainant Received them without any Retrospect had to the Accounts Relative to the same; The Complainant further says, that his Right to take up the said Mortgage being so pointedly Admitted by the Defendant it certainly Warrants the Complainant to call the Defendant as the Representative of the said Henry Brooke for the Account particulars of what has been from time to time Received, from out of the Proceeds of the said Mortgage premises, as well as for an Account of what other Monies have been Received in discharge of such said Mortgage and this proceedings is both According to Law and Equity Notwithstanding any thing the Defendant has in his Demurrer asserted to the Contrary — for with Submission to this Honble Court the Complainant has a Right to the best and fairest Account he can possibly get; as in Fact a Mortgagee may be said to be in the Nature of a Trustee for whatever he Receives as the Proceeds of the Mortgage premises and ought faithfully to Account for such Receipts, for should the Complainant admit of the Defendants pretended Ballance said to be due to Henry Brooke upon the Mortgage in Question, how far the Original Mortgagor would allow of the same, it is hard to say, but as the Defendant has shewn in his Demurrer, the said Gandavedy Vincatasawmy Chitty denied the Debt by his General Answer, it may be presumed, he would not allow of the whole of the principal and Interest said to be due to the said Henry Brooke, more Especially as the said Defendant, as Attorney

of

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as the Attorney of the aforesaid Henry Brooke

The Complainant [illegible] that he cannot [illegible]

the Defendant's Pleading his pretended Demurrer as a [illegible]

Due to the Complainant's Bill [illegible] as the Defendant

under the Denomination of Henry Brooke's Attorney [illegible]

against him, as he is only sued as the Representative of Henry Brooke

and the Complainant [illegible] of what the Defendant [illegible]

against Gandavedy Vencatasawmy Chitty as an Argument [illegible]

Defendant's Demurrer, as would tend to [illegible]

can be no Cause whatever for a Demurrer [illegible]

for such Demurrer, but then the Complainant [illegible]

Court, to shew the insufficiency of [illegible] the aforementioned

Complainant, for in that very Bill, the said Defendant [illegible]

Attorney of Henry Brooke, and [illegible]

as the said Attorney, he pleaded [illegible]

him, and as to the Defendant's Answer, [illegible] the Complainant

was of such a Nature, that the Defendant [illegible]

Equity against the Defendant there would have to be [illegible]

in Reply thereto, begs leave to refer this Honble Court to the

Bill of Complaint, wherein the Defendant's Attorney [illegible]

Complainant's Attorney and shews a [illegible]

of the Principal and Interest [illegible] the Mortgage [illegible]

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right the Complainant had to take up the mortgage of the said Henry Brooke and that he the Defendant would have, as the Attorney of the said Henry Brooke delivered over the Writings to the Complainant, had he the Complainant received them without any Retrospect had to the Accounts relative to the same; The Complainant further says, that his right to take up the said Mortgage being so pointedly Admitted by the Defendant it certainly Warrants the Complainant to call the Defendant as the Representative of the said Henry Brooke for the Account particulars of what has been from time to time received, from out of the Proceeds of the said Mortgage premises, as well as for an Account of what other Monies have been received in discharge of such said Mortgage and this proceeding is both According to Law and Equity Notwithstanding any thing the Defendant has in his Demurrer asserted to the Contrary — for with Submission to this Honble Court the Complainant has a right to the best and fairest Account he can possibly get; as in Fact a Mortgagee may be said to be in the Nature of a Trustee for whatever he receives as the Proceeds of the Mortgage premises and ought faithfully to Account for such Receipts; for should the Complainant admit of the Defendant's pretended Ballance said to be due to Henry Brooke upon the Mortgage in Question, how far the Original Mortgager would allow of the same, it is hard to say, but as the Defendant has shewn in his Demurrer, the said Gandavedy Vencatasawmy Chitty denied the Debt by his General Answer, it may be presumed, he would not allow of the whole of the principal and Interest said to be due to the said Henry Brooke, more Especially as the said Defendant, as Attorney

of Rung[illegible] [illegible] [illegible] to the [illegible] [illegible]
Answer to [illegible] [illegible] [illegible] [illegible] [illegible]
Affects the Complainant [illegible] [illegible] the Demurrer
[illegible] may be over ruled with Costs [illegible] [illegible] Defendant
to put in his Answer pursuant to the Prayer of the Complainant
of Complaint.

Extract from the Minutes of a Court held at the [illegible]
on Tuesday the 23rd Day of October Anno Domini 1781

Present
Mr. James Call Senior Alderman
Edward John [illegible] [illegible]
Aldermen

Sunka Chenna Kistnamah Chitty
versus
Rangapulla Attorney to [illegible]
Bill with Copy of Translate of a Mortgage Bond annexed
Demurrer Read
Joinder Read

The Demurrer and Joinder
to Argument and Debate [illegible] [illegible] Answer of the

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both sides on Reading the Complainants Bill with Copy of Translate of a Mortgage Bond Annexed, The Demurrer, The Joinder On Hearing the Pleadings and Arguments Made Use of by the Attornies and The Court having had due Consideration thereon are of Opinion that the Pleas made use of by the Attorney in his Demurrer are Insufficient This Court doth therefore think fit to Order and doth Accordingly Order that the Defendants Demurrer be thrown out with Costs and the Defendant be put upon his Answer.

Day is given the Defendant till the 23rd November Next to put in his Answer in default of which Judgment will be given for the Complainant

a true Extract

Filed 20th Octr 1781

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orators Sunca Pedda Kistnamah Chitty and Chinna Kistnamah Chitty of Madras Merchants that Cunchurla Vedda Chitty of the same place Merchant Stands Indebted unto your Orators in the full and Just Sum of Three Thousand and Two Hundred Pagodas Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Thousand

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Thousand Two Hundred and Eighty Pagodas as aforesaid [illegible] principal of a Mortgage Bond given and granted unto your [illegible] said Cancharla Vobolo Chitty [illegible] [illegible] day of March [illegible] year of Our Lord One Thousand Seven Hundred and Eighty [illegible] before a Month and fifteen days to pay said Interest at the [illegible] Twelve per Cent per Annum unto your Orator Annually [illegible] Committed to and agreed by the said Cancharla Vobolo Chitty [illegible] said Sum of Money should not be discharged according [illegible] prefixed for the payment thereof that your Orator should [illegible] had liberty to sue for the same in this Worshipful Court [illegible] -cularly appears by Copy of the Translation of the said [illegible] Bond to Amount which your Orator prays may be annexed [illegible] this Bill of Complaint the Original whereof your [illegible] are ready to be produced as this Worshipful Court [illegible] and Consent of the said Cancharla Vobolo Chitty [illegible] an Action and sue for the payment of the aforesaid [illegible] Accordingly the Morning [illegible] and Cancharla [illegible] Orator now in [illegible] [illegible] of [illegible] [illegible] [illegible] frequently and in an amicable Manner requested [illegible]

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But now so it is may it please this Worshipful Court the said Cancharla Vobolo Chitty Obstinately and wilfully Refuses to pay the same or to give your Orators any manner of Satisfaction touching the premises your Orators therefore prays a general Relief such as to this Worshipful Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Cancharla Vobolo Chitty may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly & Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orators the aforesaid Sum of Three Thousand and Two Hundred Pagodas together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Worshipful Court to Cause the said Cancharla Vobolo Chitty 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 Worshipful Court prefixed and appointed then & 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 Worshipful Court shall seem Meet

Wm. Du Puy
Atty for Compl.

20th Octr. 1781 – This Bill was Allowed to me between the days
Adjournment Let a Summons issue and Returnable next
next Day. —

McCall
Jud. Advt.

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Translation of [illegible] 1781

[illegible] Candarla Tolda Chitty [illegible]

[illegible] Kistnamah Chitty and Chinna [illegible] Chitty [illegible]

[illegible]

15 Bales of [illegible] Goods Valued 3484¾ [illegible]

the Sum of 3484¾ [illegible]

myself [illegible]

and pay you the said Sum with [illegible] Interest [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Chitty [illegible]

Witnesses Signed
[illegible]
[illegible]

Signed and Sealed
Candarla [illegible]

The Particulars of the Bales [illegible]

| | | |
|---|---|---|
| No 2 | 1 Bale | Value |
| 3 | 1 Do | Do |
| 4 | 1 Do | Do |
| 8 | 1 Do | Do |
| 7 | 1 Do | Do |
| 9 | 1 Do | Do |
| 11 | 1 Do | Do |
| 12 | 1 Do | Do |

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(899)

| | | | |
|---|---|---|---|
| No 16 | 1 Bale | Valued | Pagodas 157 |
| 18 | 1 Do | Do | Do 222 |
| 25 | 1 Do | Do | Do 139½ |
| 26 | 1 Do | Do | Do 61¾ |
| 22 | 1 Do | Do | Do 567½ |
| 20 | 1 Do | Do | Do 222 |
| Amounted | 15 Do | Do | Pags 3484¾ |

Signed & Sealed
Candarla Tolda Chitty

A true Translation as near as can be from the Gentoo Language by
Sabaroyano
Interpr.

M. Du Puy
Atty Compts

Mayor's Court at
Madraspatnam

L.S.

Tuesday the 30th Day of October
Anno Domini 1781

Present

Mr. James Call Senior Alderman
Edward Garrow and Robert Duncan Munro
Aldermen

Between Soonca Ree Kistnamah Chitty and Chinna Kistnamah Chitty of Madras Merchants Complainants and Candarla Tolda Chitty of the same place Merchant Defendant

The Defendant by his Attorney Mr George Isaac Heiford being in Court and Acknowledging the Justness of the Complainants Demand

Pray this Court [illegible]

[illegible]

and said Sum of Four [illegible] Pagodas

together with such Interest [illegible]

[illegible]

— [illegible]

Filed 9th Feby 17[illegible]

[illegible]

Counsel [illegible]

Humbly Complaining [illegible]

Honble Court your Orator [illegible]

by his Attorney Charles [illegible] of Fort Saint George [illegible]

[illegible] Pillah [illegible]

indebted unto your Orator in the following [illegible]

and thirty four Pagodas Current [illegible]

of Great Britain [illegible]

One Thousand and [illegible]

and [illegible]

of One Lack [illegible] Thousand [illegible] Hundred and [illegible]

[illegible] on account Current and an [illegible]

Power of Attorney [illegible]

of Complaint And Whereas your Orator hath frequently and in an amicable manner requested payment from the said Tripacallah Vencatachilla Pillah of the said Sum of Four Hundred and thirty four Pagodas —

But now so it is and May it Please this Honble Court the said Tripacallah Vencatachella Pillah Obstinately and wilfully refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises your Orator therefore prays a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Tripacallah Vencatachella Pillah may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before setforth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Four Hundred and thirty four Pagodas together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Tripacallah Vencatachillah Pillah to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to answer this your Orator's Bill of Complaint and further to stand to and

and

(902)

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Witnesses

[illegible]

[illegible]

[illegible]

[illegible]

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154 154 154

(903)

Dr. Teopacallah Vencatachella Pillah in Account Current with Coveer Vaydanadah Moodelliar Cr.

| | | | | | | |
|---|---|---|---|---|---|---|
| 1768 May | 3d | To Cash lent on your Mortgage Bond | 200 | 1778 Feby | 3d | By Ballance 434 |
| | | To Interest on ditto from 3d May 1768 to 3d February 1778 is 9 yrs & 9 mo. @ 12 P. Cent | 234 | | | |
| | | Pagodas | 434 | | | Pagodas 434 |

Madras 3d Feby 1778

Errors Excepted

Pr.

To all People to whom these presents shall come Greeting Whereas Teppacalah Vencatachellah Pillah of Madras Merchant on the Ballance of an Account Current bearing date the third day of February in the present year of Our Lord One Thousand Seven Hundred and Seventy Eight arising upon a Bond or Writing Obligatory in the Malabar Language bearing date the third day of May which was in the year of Our Lord One Thousand Seven Hundred and Sixty Eight for the principal Sum of Two Hundred Star Pagodas and Interest Stands Indebted unto Covier Vaydanadah Moodelliar of Madras aforesaid Merchant in the

Sum of Four Hundred and [illegible] and Interest [illegible] Writing Obligatory [illegible] the said Cover [illegible] hand paid by Charles Bromley of Fort St George [illegible] and Delivery hereof the Receipt whereof [illegible] doth hereby Acknowledge [illegible] the said Cover Vaidanadah [illegible] Assigned Transferred and [illegible] and Set over unto the said Charles Bromley the said Bond [illegible] Obligatory and [illegible] Covenant and the [illegible] principal of the said Bond or Writing Obligatory and the [illegible] thereupon now due and owing or that may hereafter [illegible] due thereon and all the Right Title and Interest [illegible] and any part thereof and the said Cover Vaidanadah [illegible] Consideration [illegible] Constitute and Appointed [illegible] his Executors or Administrators [illegible] Lawfull Attorney [illegible] for him and in his name [illegible] name of his Executors or Administrators but for the [illegible] use and Benefit of the said Charles Bromley [illegible] [illegible] Covenant and [illegible] [illegible]

Obligatory and non payment thereof he the said Charles Bromley his Heirs &c. Executors or Administrators to sue for and Recover the same and on payment thereof to deliver up and Cancel the said Bond or Writing Obligatory and give Sufficient Releases and discharges therefore and one or more Attorney or Attornies under him to make Constitute and appoint and whatsoever the said Charles Bromley or his Attorney or Attornies under him shall lawfully do in the premises the said Cover Vidanadah Moodelliar doth hereby Ratify allow and Confirm and the said Cover Vaidanadah Modelliar doth hereby Covenant with the said Charles Bromley that he the said Cover Vaidanada Modelliar hath not Received nor will Receive the Money so due or hereafter to become due on the said Bond or Writing Obligatory 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 Charles Bromley saving the said Cover Vaidenata Modelliar harmless of and from any Costs that may happen to him thereby In Witness whereof the said Cover Vaidanadah Modelliar hath hereunto set his hand and Seal in Madras &c. aforesaid this Ninth day of February in the year of Our Lord One Thousand Seven Hundred and Seventy Eight

(L.S.)

Signed Sealed and Delivered
where no Stampt Paper is to be had
in the presence of

Anth.y Jerumiah

[illegible]

The Defendant [illegible]

[illegible]

one Chocadary Nulloor Achanah Naick the Sum of Four Hundred Pagodas upon his Contract Bond or Agreement for Paddy which Contract Bond or Agreement the said Ambaloor Vencatakistnan obtained in the name of this Defendant as will morefully appear by a Translate of the said Contracted Bond or Agreement marked A. hereunto Annexed for the Inspection of this Honble Court and which this Defendant prays may be admitted as part of this his Answer, the Original whereof is in this Defendant's Possession and ready to be produced if required. This Defendant further saith that the said Ambaloor Vencatakistnan brought the said Contracted Bond to this Defendant and said that he took the said Bond in the name of him this Defendant Because this Defendant was Head Dubash to Captain James Powel who was then Commander of the Garrison of Conanallee, and in case the said Chocadary Nulloor Achana Naick should fail in performing the said Contract Bond or Agreement this Defendant as Head Dubash to the said Captain James Powell might force or Compell him the said Chocadary Nulloor Achana Naick to fulfill the said Contract by means of his said Master the said James Powell and get the said Paddy agreeable to the said Contract, This Defendant further saith that the said Ambaloor Vencatakistnan at the same time made a proposal to him this Defendant That is to say, that the said Contract for Paddy which was obtained in favor of this Defendant from the said Chocadary Nulloor Achana Naick for four Hundred Pagodas, should be Deposited with

him

[illegible]

This Defendant [illegible]

[illegible] Cause him to make [illegible] saith that he absolutely [illegible] Complainant [illegible] Bill of Complaint and the [illegible] Defendant [illegible] any [illegible] Complainant or [illegible]

one Chocadavy Nulloor Achanah Naick the Sum of Four Hundred Pagodas upon his Contract Bond or Agreement for Paddy which Contract Bond or Agreement the said Ambaloor Vencatakishen obtained in the name of this Defendant as will more fully appear by a Translate of the said Contracts Bond or Agreement marked A hereunto Annexed for the Inspection of this Honble Court and which this Defendant prays may be admitted as part of this his Answer, the Original whereof is in this Defendants Possession and ready to be produced if required - This Defendant further saith that the said Ambaloor Vencatakishen brought the said Contracted Bond to this Defendant and said that he took the said Bond in the name of him this Defendant Because this Defendant was Head Dubash to Captain James Powel who was then Commander of the Garrison of Poonamallee, and in case the said Chocadavy Nulloor Achana Naick should fail in performing the said Contract Bond or Agreement this Defendant as Head Dubash to the said Captain James Powell might force or Compell him the said Chocadavy Nulloor Achana Naick to fulfill the said Contract by means of his said Master the said James Powell and get the said Paddy agreeable to the said Contract, This Defendant further saith that the said Ambaloor Vencatakishen at the same time made a proposal to him this Defendant That is to say that the said Contract for Paddy which was obtained in favor of this Defendant from the said Chocadavy Nulloor Achana Naick for four Hundred Pagodas, should be Deposited with

him

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[illegible] Defendant [illegible]

[illegible] Bill of Sale [illegible]

[illegible] the said Chocadavy Nulloor Achanah Naick [illegible]

[illegible] for Four Hundred Pagodas [illegible]

Defendant further saith that [illegible]

[illegible] Naick [illegible]

[illegible] Two Hundred Pagodas [illegible] part of the said Contract [illegible]

Chocadavy Nulloor Achanah Naick [illegible]

[illegible] Defendant [illegible]

further saith [illegible]

[illegible] Defendant [illegible]

Bond or Obligation of [illegible] Pagodas [illegible]

Hundred Pagodas being the [illegible] part of [illegible]

Hundred Pagodas [illegible] the said Ambatoor [illegible]

and Delivered [illegible] Defendant [illegible] Bill of Sale [illegible]

Ambatoor Vencatakistnen [illegible]

him this Defendant the said Contract [illegible]

the said [illegible]

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(909)

agreeable to the said Contract and the said Ambatoor Vencatakistnen did at the same time Execute or give this Defendant an agreement in writing acknowledging that he had Received from the said Chocadavy Nulloor Achanah Naick the Sum or Amount of Two Hundred Pagodas in part of the said Contract for Four Hundred Pagodas as aforesaid; and the said Ambatoor Vencatakistnen did also bind himself in and by the said agreement in case the said Chocavady Nulloor Achanah Naick did not perform his said Contract to this Defendt that then he the said Ambatoor Vencatakistnen should pay the said Sum or Amount of Two Hundred Pagodas in Paddy or in default thereof that he would Return the said Mortgage Bond and Bill of Sale to this Defendant a Translate of which said Agreement is hereunto Annexed marked B for the Inspection of this Honble Court, and which this Defendant prays may be admitted as a further part of this his Answer, the Original whereof is in this Defendant's possession and Ready to be produced if Required. This Defendant further saith that the said Chocadavy Mulloor Achana Naick did some time in or about the Month of July One Thousand Seven Hundred and Sixty Nine bring and deliver to this Defendant Paddy to the Amount of Eighty Pagodas, which this Defendant Immediately sold and paid the proceeds thereof to the said Ambatoor Vencatakistnen in part of his this Defendant's Mortgage Bond for Two Hundred Pagodas to the said Ambatoor Vencatakistnen, and Immediately the said Ambatoor Vencatakistnen Indorsed the same on the back of the said Mortgage Bond in presence of this Defendant. This Defendant further saith that afterwards the said Ambatoor Vencatakistnen Departed this Life and his Brother Chocapah [illegible] the said Mortgage Bond and Deeds of the said [illegible] the Remainder of the said [illegible] with Interest and the Defendant Accordingly promised to pay it. That afterwards the said Moodelly Ordered this Defendant to pay the Remainder of the Amount of the said Mortgage Bond which was one hundred and Twenty Pagodas [illegible] Rattanalla Pillamber Creditor to the said Chocapah Moodelly and the Defendant without the least Caution Promised to pay the same and accordingly went and Ordered that the said [illegible] [illegible] became bound to this Defendant as aforementioned of the Sum of One hundred and Twenty Pagodas with Interest to the said Pillamber, Accordingly the said Chockety Nallee Achanee Naick promised to pay to the said Chattanalla Pillamber the said hundred and Twenty Pagodas and Interest, and afterwards the said Chocty Achanee Naick did Accordingly pay the said Rattanalla Pillamber One Hundred and Twenty Pagodas with Interest. This Defendant further saith that afterwards he this Defendant Demanded from the said Chocapah the said Mortgage Bond, to which the said Chocapah Moodelly answered the Mortgage Bond was left in the Country but that he will very soon come and Deliver it to this Defendant and the said Chocapah [illegible] to take up his Brother the said Ambalee [illegible] aforementioned this Defendant Marked B herewith annexed. This Defendant further saith that afterwards the said Chocapah Moodelly went to his Country [illegible] said Mortgage Bond [illegible] this Defendant

under the Necessity to go to the Northward and accordingly went and returned on or about the Twenty Seventh day of September which was in the year of Our Lord one Thousand Seven Hundred and Seventy four. This Defendant further saith that after his this Defendant's Arrival at Madras he enquired about the Relations of the said Chocapah Moodelly and one Chenglerry Moodelliar Cousin to the said Chocapah Moodelly Deceased came to this Defendant and made a Demand upon or by virtue of the said Mortgage Bond of the said Remaining one hundred and Twenty Pagodas, whereupon this Defendant Endeavoured to clear up the same and did actually make the said Chenglerry Moodelly understand in what manner he this Defendant had Discharged or Settled the Account of the said Mortgage Bond with the said Deceased Chocapah Moodelly and this Defendant after he had explained the same Demanded from the said Chenglerry Moodelly the said Mortgage Bond to be Cancelled, and the said Chenglerry Moodelly promised to bring the said Mortgage Bond but has not done so. This Defendant further saith that he did afterwards prefer a Complaint to Anthony Sadlier Esq^r. when acting Justice in order to force the said Chenglerry Moodelliar to Deliver up the said Mortgage Bond; who sent for the said Chenglerry Moodelliar, and the said M^r. Sadlier after Examining into the said affair Ordered the said Chenglerry Moodelliar to bring the said Mortgage Bond; but the said Chenglerry Moodelliar Instead thereof brought and produced before M^r. Sadlier a Copy of a false Mortgage Bond in favor or in the name of Covur Vidanatah Moodelliar the Complainant or Transferree, at which this Defendant was much Surprized and absolutely rejected the same, and told the said M^r. Sadlier

Letter that he never did give or grant [illegible] Mortgage Bond [illegible] [illegible] only Execute or grant a Mortgage Bond [illegible] Decant and not to the said Complainant or Company [illegible] Letter Extend the said Chaughry [illegible] to be made [illegible] to be Cancelled of [illegible] the said Chaughry [illegible] promise to bring the said Mortgage Bond [illegible] Defendant further saith that he hopes [illegible] Commencement [illegible] to Answer and Demurr the said Bill of Complaint and [illegible] appeared by her Attorney Mr. John Sykes with an [illegible] to the said Bill of Complainant [illegible] Defendant [illegible] of the Bill and Entering an Answer the said Complainant [illegible] Amended Bill of Complaint against this Defendant [illegible] this Defendant humbly Submits to the [illegible] being that [illegible] Appear to this [illegible] Court [illegible] Illegal unjust and without [illegible] Cause or foundation [illegible] therefore [illegible] humbly prays that the said Complainant's Bill may be Dismissed with Costs [illegible]

Attached [illegible]

ready and willing to [illegible] maintain and [illegible] [illegible] and most humbly prays to be [illegible] dismissed [illegible] Costs and Charges in this [illegible]

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A

Translation of a Contract Bond or Agreement Dated the 5th day of May 1770 Malabar Stile.

I Cheedary Nullor Ochana Naick do give this Contract Bond to Vencatachella Pillah Son of Tiruvancole Moorteapillah Viz. I have Contracted the Districts of Cunnyelanallor and the Received the Sum of 400 Pagodas for which Sum I promise to Deliver Paddy at the rate of 23¾ Marcals ℔ a Pagoda on or before the 30th Instant Exclusive of the Paddy has Delivered on the limitted time the remaining Paddy is to be Value at the times price and pay the same on Demand with such Interest as may become due thereon at the rate of 24 ℔ Cent ℔ Annum, I do give this by my Consent, but in case the Company increase the price of the Paddy more then the present price I am to Allow the same Witnesses Ambaloor Vencatakistnar Modelly and Mangaudoo Mootoocomarapah Modelly Drawn by Colapaujary Teyagarayen.

Signed Ocanan.

The aforegoing is said to be a true Translate as near as can be from the Original in the Malabar Language by Sebarayas Sworn Court Interpreter.

John Sykes
Atty Deft

Trans

B

Translate of an Agreement Dated the [illegible]

I Ambitoor Vencatakistnen [illegible]

to [illegible] Vencatachelle [illegible] Patoon [illegible] of Carnatic [illegible] Pagodas [illegible] Bond for which [illegible] by the [illegible] Instant [illegible] Bond [illegible] Eighty [illegible] gave this by my Consent [illegible] and [illegible] Pagodas [illegible]

Signed Ambitoor Venca

The foregoing [illegible] Translate [illegible] Original in the Malabar Language [illegible]

[illegible] 1777

The Replication of [illegible]

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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 Untruths Uncertainties and imperfections in the Defendants 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 in such Manner and form as the same are therein and thereby Setforth and Alledged and that the said Answer of the said Defendant is very untrue Evasive and insufficient in the Law and for further Replication to the said Answer the said Replicant says and does insist that the said Defendant is Indebted unto him in the full and Just Sum of Four Hundred and thirty four Pagodas as the same is Justly and truly Setforth and Stated in this Replicant's Bill of Complaint and the Account Current thereunto annexed And the said Replicant for further Replication says and does Still insist the said Defendant to have executed the Mortgage Bond in question in favor of the said Replicant and to have deposited the Bill of Sale of his House with the said Replicant But the said Replicant is an entire Stranger to one Ambitoor Vencatakistnen having Advanced or lent unto one Chocadary Nulloor Achanah Naick the Sum of Four Hundred Pagodas upon his Contract Bond or Agreement for Paddy obtained in the Name of the said Defendant, a Translation of which he the said Defendant has annexed to his Answer marked Letter A The said Replicant further says that he is also an entire Stranger to the said Ambitoor

Vencatakistnen

Vincatakistnam having brought the said Contract Bond to the Defendant and to have told him that he had taken the said Bond in the Name of him the Defendant Because the Defendant was Head Dubash to Captain James Powell who was then Commander of the Garrison of Poonamallee and that in case the said Chocadary Nulloor Achanah Naick should fail in performing the said Contract Bond or Agreement the said Defendant as Head Dubash to the said Captain James Powell might force or Compell the said Chocadary Nulloor Achanah Naick to fulfill the said Contract by means of his the said James Powell and get the Paddy agreeable to the said Contract the said Replicant further says that he is likewise an entire Stranger to the said Ambaloor Vincatakistnam having made any proposals to the Defendant that the said Contract should be deposited with him the Defendant and promised to give him the said Defendant Fifty Pagodas as a present by way of Recompense for his the Defendant's Trouble in getting the said Contract fulfilled by the said Chocadary Nulloor Achana Naick if he the Defendant would grant the said Ambaloor Vincatakistnam a Mortgage Bond of his House for four Hundred Pagodas and that to which he the Defendant agreed and the said Replicant further says that he is also a Stranger to Ambaloor Vincatakistnam's having made the said Proposal to the Defendant the said Chocadary Nulloor Achanah Naick to have paid to the said Ambaloor Vincatakistnam in Paddy and in ready Cash the Sum of Two Hundred Pagodas part on Account and in part of the said Contract and that there remained due from the said Chocadary Nulloor Achanah Naick the Sum of Two Hundred Pagodas upon his said Contract

Contract in the Name of the Defendant. The said Replicant further says that he is also an entire Stranger that in Consequence of the said Proposal or Agreement he the Defendant to have Executed a Mortgage Bond of his House for the Sum of Two Hundred Pagodas the remaining part of the said Sum of four Hundred Pagodas in the name of the said Ambaloor Vincatakistnam and deposited his the Defendant's House Bill of Sale and that the said Ambaloor Vincatakistnam had agreeable to the said proposal deposited with him the Defendant the said Contract of Four Hundred Pagodas from the said Chocadary Nulloor Achanah Naick in the name of the Defendant, and that in Order that he the Defendant might recover the Paddy agreeable to the said Contract that the said Contract that the said Ambaloor Vincatakistnam did at the same time Execute or give this Defendant an agreement in writing Acknowledging that he had received from the said Chocadary Nulloor Achanah Naick the Sum of Two Hundred Pagodas in part of the said Contract of Four Hundred Pagodas. And the said Replicant is likewise a Stranger to Ambaloor Vincatakistnam having bound himself in the said Agreement that incase the said Chocadary Nulloor Achanah Naicks not performing the said Contract to the Defendant that then Ambaloor Vincatakistnam should pay the Two Hundred Pagodas in Paddy, and in default thereof that he was to return the said Mortgage Bond and Bill of Sale, a Translation of which said Agreement the Defendant has annexed to his Answer marked Letter B. The said Replicant further says that he is also an Entire Stranger to Chocadary Nulloor Achanah Naicks having in the Month of July One Thousand Seven Hundred and Sixty Nine

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

Chas Bromley
Atty Repl.

Witnesses
Vencatarrylee
Accriah
Chinglerry
Verdaroyen
Colapencherry Seagaroyen
Aundy
Kistnah.

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a Certain Cause depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Cover Vidinadah Moodelliar of Madras Merchant by his Attorney Charles Bromley of Fort St George Merchant is Complainant And Trepaullah Vincatachellapillah of Madras Merchant is Defendant

On the part and behalf of the Complainant

1st

Do you not know the parties Complainant and Defendant [illegible] if yes how long have you known

Do

Nine delivered to the Defendant Eighty Pagodas in Pay which the Defendant
had sold and paid the proceeds to the said Ambatoor Vencatakistnun in part
of the Defendant's Mortgage Bond of Two Hundred Pagodas and that the said
Ambatoor Vencatakistnun Indorsed the same on the back of the said Mortgage
Bond in presence of the Defendant The said Repliant further says that he is
likewise an entire Stranger to Ambatoor Vencatakistnun having afterwards
departed this Life and of his Brother Chocapah Moodelly having demanded of the
Defendant the Remainder of the Mortgage Bond with Interest and that the
Defendant had promised to pay the same, and that afterwards Chocapah Moodelly
Ordered the Defendant to pay the Remainder of the Mortgage Bond to one
Rallanaloo Pillamboo Creditor to Chocapah Moodelly, and that he the Defendant
had without the least hesitation promised to pay the same and that at the same
time Ordered Chocadary Vellum Achanah Naick who became bound to the Defendant
to pay the said One Hundred and Twenty Pagodas with Interest to Rallanaloo
Pillamboo and that Chocadary Vellum Achanah Naick promised to pay and
Accordingly paid to Rallanaloo Pillamboo the said sum of Two Hundred Pagodas
with Interest The said Repliant further says that he is a Stranger to the
Defendant having afterwards Demanded from the said Chocapah Moodelly the
Mortgage Bond and that the Chocapah Moodelly said that the Mortgage Bond
was left in the Country and that he would very soon get the same and deliver
it to the Defendant and was to take up his Brother Ambatoor's [illegible]
agreement with the Defendant marked B The said Repliant further

Bond, and that he there departed this Life, and that he the Defendant afterwards
went to the Northward and returned in September One Thousand Seven Hundred
and Seventy four and that upon the Defendant's arrival at Madras he enquired
about the Relations of the said Chocapah Moodelly and one Chungleroy Moodelliar
Cousin to Chocapah Moodelly who Demanded of the Defendant the Remaining
One Hundred and Twenty Pagodas and that he made Chungleroy Moodelliar
Understand in what manner he discharged and Settled the Amount of the said
Mortgage Bond with the Deceased Chocapah Moodelly, the said Repliant
further says he is likewise a Stranger to the Defendant's having after he had
explained the same to have Demanded from Chungleroy Moodelliar the said
Mortgage Bond, to be Cancelled and the said Chungleroy Moodelliar promised
to bring the said Mortgage Bond but had not done so, and that he afterwards
Complained to Anthony Sadlier Esqr when acting Justice to force Chungleroy
Moodelliar to deliver up the said Bond and that he sent for Chungleroy Moodelliar
and ordered him to bring the said Bond, and that he instead thereof produced to
Mr Sadlier a Copy of a false Mortgage Bond in favor or in the Name of this
Repliant or Transferrer Covoor Vidunadah Moodelliar and that he the Defendant
rejected the same telling Mr Sadlier that he never did give or grant such
Mortgage Bond and that he the Defendant had only Executed or Granted
a Mortgage Bond to the said Ambatoor Vuncatakistnun Deceased and not
to the said Repliant and that in Consequence thereof Mr Sadlier ordered
the said Chungleroy Moodelliar to bring the said Mortgage Bond to be cancelled,
and that he Chungleroy Moodelliar afterwards went away promising to bring the said

said Mortgage Bond and that he had not to this Day All which other Matters and things Set forth and Stated by the said Defendant in his Answer the said Replicant again says that he is an entire Stranger having any thereof as likewise to the Translations marked Letters C & B wherefore he to say and doubt not to prove in due time to the Satisfaction of this Honble Court that the Mortgage Bond in question had been Lawfully and Voluntarily Executed by the Defendant in favor and in the name of the said Replicant and having duly Received the Amount thereof from the said Replicant he the Replicant, and he the said Defendant having at the same time Voluntarily deposited with the said Replicant his Ground Bill of Sale by way of Security in the Payment of the said Mortgage Bond the said Replicant does Consequently look upon the said Defendant Answerable to the said Replicant for the Amount principal and Interest of the said Mortgage Bond notwithstanding all what the said Defendant has in his Answer Alledged to the Contrary. Unless he the Defendant should produce Receipt or Receits from under the Hands of the said Replicant either for full Amount or part of the said Mortgage Bond or an Endorsement on the back thereof Consequently the said Defendant could not think himself Surprized when a Summons was served on him to appear to the said Replicant's Bill of Complaint as long as the said Mortgage Remain undischarged but to his having afterwards appeared by his Attorney Mr John Fyfe was a Matter of Course and ought to be done by him the Defendant.

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

Chas Bromley
Atty Repl.

Witnesses-
Vencatarayloo
Acsiah
Chungleroy
Verdaroyen
Colapenchery Teagaroyen
Sandy
Kistnah.-

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a Certain Cause depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Corner Vidinadah Moodelliar of Madras Merchant by his Attorney Charles Bromley of Fort St George Merchant is Complainant And Tripassullah Vencatachellapillah of Madras Merchant is Defendant

On the part and behalf of the Complainant

Interry 1st to all the Witnesses. Do you know or Do you not know the parties Complainant and Defendant and in the Title of these Interrogatorys named if yea how long have you known them or either and which of them Declare.

Do

(922)

Vencatroyloo
Ramah
Chengalvary
Veeraragoo

2d. Do you know or do you not know any thing of the Defendant in the Title of these Interrogatories named being at the House of the Complainant during the Month of May in the year One Thousand Seven Hundred and Sixty Eight or in any other place or where and when. If you did the Defendant Apply to the Complainant Cover Vaydenadah Moodeliar to lend him the Sum of Two Hundred Pagodas or any other and what amount or did not the Complainant promise and Undertake to lend the Money upon the Defend^t. Mortgaging his House Bill of Sale or what other promise and Assurance did he make and give Declare, did or did not the Defendant propose to Mortgage his House Bill of Sale for the above Sum of Two Hundred Pagodas or what other Proposal did he make, was any Mortgage Bond at the same time drawn out or wrote by the Defendant or by any other person by his desire and whom by Name wrote or drew out the said Bond and was the Sum or Sums Consideration Expressed in the said Bond paid [illegible] you not see the Defendant Sign his Name or not and what person's Name and who by name was or were mentioned as Witness thereto was or were such Name mentioned in the said Bond by the Desire of the Defend^t. or by whom, were you present at the payment and Receipt of the Sum therein Acknowledged or of any and what part thereof, look at the Cadjan Writing now produced and shown to you at this the time of your Examination whether the same was given [illegible] the Defendant [illegible]

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(923)

or not, did you see the Defendant Sign his name thereto, did or did not the Defendant deliver his House Bill of Sale now produced and shown unto you at this the time of your Examination to the Complainant mentioned in the above Cadjan Bond Declare. —

Colampunchery
Sragoroyen

3d. Did or did not the Defendant in the Title of these Interrogatories named desire you to draw out any Mortgage Bond in the name of the Complainant or not or in whose Name, If you did you or did you not write or draw out the Cadjan Writing now produced and shown to you at this the time of your Examination did you or did you not explain the same to the Defendant did you or did you not see the Defendant Sign his Name and was you or was you not present at the payment and Receipt of the Sum therein Acknowledged or of any and how much thereof Declare. —

Aundy
Kistnah

4th. Did you or did you not Demand payment of the Defendant in the Title of these Interrogatories named at Sundry times by the desire of the Complainant Covver Vaydenadah Moodeliar the Amount of the Cadjan Bond now produced and shown to you at this the time of your Examination, If yea did the Defendant promise to discharge the Amount of the said Cadjan Bond at every time you demanded or not and what other promise did he make thereto declare to the best of your knowledge Remembrance and belief —

Ditto — 5th. Did or did not the Complainant and you during the Month of January One Thousand Seven Hundred and Seventy Eight to inform the

Defendant that he should prefer a Bill of Complaint in this Hon^ble against him the Defendant and Sell the Mortgage Premises if the said Defendant did not discharge the Cadjan Bond shewn to you at the fore Interrogatory or how otherwise Declare whether you did or did you not inform the Defendant thereof and what Answer if any did the Defendant give and what promises did he make you to pay to the Complainant particularly Setforth and Declare.—

Last. To all the Witnesses } 6^th ... Do you know of any other Matter or Thing or have you heard can you Setforth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Complainant if yea Declare and setforth the same and each and every particular relative thereto you know have been informed or do believe with the Reasons of such your knowledge Information and belief as fully as if you had been thereunto particularly Interrogated.—

Jn^o Bromley
Atty for Complainant

Mayor's Court at Madraspatnam

Between Coover Vitunaden Moodelliar of Madras Merchant by his Attorney Charles Bromley of Fort St George Merchant Complainant &c and Vencatachella Pillah of Madras Merchant Defendant

On the Part of the Complainant

Depons

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

Vencatarayloo of Aynavarum but at present of Madras Inhabitant Aged 32 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 2^d Day of June 1780 Signified at the Office of M^r John Sykes who is Attorney for the Defendant by Cundapah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth.—

..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Coover Vaydenada Moodelly in this Cause, and that he hath so known him Sixteen Years or thereabouts and that he doth also know the Defendant Toopacullah Vencatachella Pillah in this Cause and that he hath so known him fourteen Years or thereabouts and more saith not to this Interrogatory.

..... To the Second Interrogatory this Deponent saith, that he doth know of the Defendant in the Title of this Interrogatorys named being at the House of the Complainant during the Month of May in the year One Thousand Seven Hundred and Sixty Eight and that the Defendant did apply to the Complainant Coover Vitunadar Moodelliar to lend him the Sum of Two hundred Pagodas, and that the Complainant did promise and undertake to lend the Money upon the Defendant Mortgaging his House Bill of Sale and that the Defendant did propose to Mortgage his House Bill of Sale for the above Sum of Two Hundred Pagodas, and that a Mortgage Bond was at the same time drawn out by one Colapenchery Jagaroyen and by the desire of the said Def. and that the Sum or Consideration was specified in the said Bond and that this Deponent did see the Defendant sign his name and that one Ambalar [illegible] Vencatachelah and Mungatee Pedu Comarapah were mentioned as Witnesses thereto by the desire of the Defendant and that this Deponent was present at the payment and receipt of the Sum therein acknowledged and that the [illegible] Bond now produced and shown him at this the time of his Examination was given and granted by the Defendant to the Complainant and that this Deponent did see him sign his name thereto and that the Defendant did deliver his House Bill of Sale now produced and shewn unto him at this the time of his Examination to the Complainant mentioned in the above Bond — and more saith not to this or the last Interrogatory.

J. Welch
Exam'd.

Cornelius [illegible]

Mayor's Court at Madraspatnam

Between Cover Vaidenada Moodelliar of Fort Merchant by his Attorney Charles Bromley of Fort St. George Merchant Complainant & Tupacallah Vencatachella Pillah of Madras Merchant Defendant

On the part of the Complainant

Depositions of Witnesses taken by and before the Commissioner in the Cause as followeth —

Veeramah of [illegible] Inhabitant but now at Madras Aged 60 Years or thereabouts by

being produced as a Witness in this Cause, on the part of the Complainant was on the 15th Day of June 1781 Signified at the Office of Mr John Sykes who is Attorney for the Defendant by Bumaning my servant who also left him a note of the Name Title and place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth —

1st ...... To the first Interrogatory this Deponent saith, that he doth know the Complainant Cover Vaidenada Moodelliar in this Cause, and that he hath so known him Thirty Years or thereabouts, and that he doth know the Defendant Tupacallah Vencatachella Pillah in this Cause, and that he hath so known him Fifteen Years or thereabouts, and more saith not to this Interrogatory —

2nd ...... To the Second Interrogatory this Deponent saith that the Defendant in these Interrogatories named was at the House of the Complainant in these Interrog's named some time in the Month of May in the year of Our Lord One Thousand Seven Hundred and Sixty Eight and this Deponent was also present when the said Defendant did apply to the Complainant to lend him the Sum of Two Hundred Pagodas upon which the Complainant asked the Defendant to give him Security and the said Defendant did the next Day bring his House Bill of Sale and offered the Complainant a Mortgage thereon and there was Accordingly a Mortgage Bond drawn out by one Jagaroyen at the Request of the Defendant and the said Sum of Two Hundred Pagodas specified therein and this Defendant Deponent was present at the time & did see the Defendant sign his name thereto and two Persons were requested

by the Defendant to sign their Names to said Bond as Witnesses the more[illegible]
Ambaloor Vencatakkistnah Moodelliar and Mangaloor Streeboo Comrasah Chetty
and said Persons Names were mentioned therein by desire of the Defendant
this Deponent saith he was present at the time the said Defendant Bond [illegible]
Amount of the said Bond and that the Defendant paid the same with [illegible]
and this Deponent saith on producing and shewing to him at the time of
his Examination the Cargo writing that the said Cargo writing was given
and granted by the Defendant to the Complainant and the Defendant was
present and did see the Defendant sign his name thereto and the Defendant
did also deliver his House Bill of Sale to the said Complainant and this
Deponent saith on producing and shewing to him at the time of his
Examination the House Bill of Sale that the said House Bill of Sale the
one Delivered to the Complainant by the Defendant at the time of sealing
out said Mortgage Bond and more saith not to this or the last Interrog^y

Richard Dighton
Exam^r

[illegible]

Mayor's Court Madraspatnam

Between Cover Vidanada Moodelliar
Merchant by his Attorney Charles [illegible]
Tellicherry Merchant Complainant
Vencatachella pillah [illegible]
Defendant

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

Chengalroy of Ambaloor but at present of Madras Inhabitant Aged 35 Years or there-
abouts being produced as a Witness in this Cause on the part of the Complainant was on the
2^d day of June 1780 Signified at the Office of M^r John Sykes who is Attorney for the
Defendant by Candapah my Servant who was 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

1st ...... To the first Interrogatory this Deponent saith, that he doth know the
Complainant Cover Vidanada Moodelliar in this Cause, and that he hath
so known him twenty Years or thereabouts and that he doth also know the
Defendant Teshacallah Vencatachellah pillah in this Cause, and that he hath
so known him fifteen years or thereabouts and more saith not to this Interry

2d ...... To the Second Interrogatory this Deponent saith, that he doth know of the
Defendant in the Title of these Interrogatories named being at the house
of the Complainant during the Month of May in the Year One Thousand
Seven Hundred and Sixty Eight, and that the Defendant did apply to
the Complainant Cover Vidanada Moodelliar to lend him the Sum of
Two Hundred Pagodas, and that the Complainant did promise and undertake
to lend the Money upon the Defendant Mortgaging his Bill of Sale, and
that the Defendant did propose to Mortgage his House Bill of Sale
for the above Sum of Two Hundred Pagodas and that a Mortgage Bond
was at the same time drawn out or wrote by one Colampacherry Tegarryan
by

by the desire of the said Defendant and that the Sum or Consideration was Specifyed in the said Bond was Specified in the said Bond and that this Deponent did see the Defendant sign her Name and that the Names of the Persons mentioned as Witnesses thereto are Umbaloo Vencatachillah and Mungatoo Meda Conastach and that their Names were mentioned in the said Bond by the desire of the Defendant and that this Deponent was present at the payment and receipt of the Sum therein acknowledged, and that the Cadjan Bond now produced and shewn to him at this the time of his Examination was given and granted by the Defendant to the Complainant and that this Deponent did see the Defendant sign her name thereto and that the Defendant did deliver her House Bill of Sale now produced and shewn to him at this the time of his Examination to the Complainant mentioned in the above Cadjan Bond — and more saith not to this or the last Interrogatory.

[illegible]

Welch
Examiner

Mayor's Court at Madraspatnam

Between Covoor Vidanadah Moodelly [illegible] Madras Merchant by his Attorney Charles [illegible] of Fort St George Merchant Complainant and Toopacallah Vencatachillah Pillah of Madras Merchant Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and before the

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Veerdaroyen of Ambatoor Inhabitant but now at Madras Aged 42 Years or thereabouts being produced as a Witness in this Cause, on the part of the Complainant was on the 16th day of April 1781 Signified at the Office of Mr John Sykes who is Attorney for the Defendant by Wunnaring my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth. —

To the first Interrogatory this Deponent saith, that he doth know the Complainant Covoor Vidanada Moodelliar in this Cause, and that he hath so known him Twenty five Years or thereabouts, and that he doth know the Defendant Toopacallah Vincatachillapillah in this Cause, and that he hath so known him fifteen Years or thereabouts — and more saith not to this Interrogatory. —

To the Second Interrogatory this Deponent saith that he was present at the House of the Complainant some time in the Month of May in the year of Our Lord One Thousand Seven Hundred and Sixty Eight as was also the Defendant in these Interrogatories named and the Defendant did apply to the Complainant Covoor Vidanada Moodelliar to Lend him the Sum of two hundred Pagodas and the Complainant did undertake and promise to lend said Sum to the Defend.t if the the said Defendant would Mortgage his House Bill of Sale, and the Defendant accordingly agreed to Mortgage his House Bill of Sale for said Sum of Two Hundred Pagodas and a Mortgage was at the same time drawn out at the desire of the Defendant by Colapunchery Teagaroyen and the Sum of Two Hundred Pagodas Specifyed therein, and this Deponent did see the Defendant sign his name to said Mortgage Bond and his [illegible] [illegible] [illegible] Comapah Moodely and Ambalor Vencatachalamah Moodillar were witnesses thereto by the desire of the Defendant as Subscribing Witnesses and this Deponent saith he was present at the payment and Receipt of the whole of said Sum herein Specified as Acknowledged and this Deponent saith on producing and shewing to him at this the time of his Examination a Cadjan Writing that the same was given and granted by the Defendant to the Complainant and that the Defendant did sign his Name thereto in this Deponent's presence and this Deponent saith on producing and shewing to him at this the time of his Examination a House Bill of Sale that the Defendant did also deliver said House Bill of Sale to the Complainant in these Interrogatories named at the time of delivering said Cadjan Writing and more saith not to this last Interrogatory.

Signed

Richard Dighton
Examr

Mayor's Court at Madraspatnam

Between Cover Vaidenada Moodelliar of Madras Merchant by his Attorney Charles Bromley of Fort St George Merchant Complainant & Tespacallah Vencatachella Pillah of Madras Merchant Defendant

On the part of the Complainant

Depositions of Witnesses taken by and before the Examiner in the [illegible] as followeth. —

Aundy of Madras Peon Aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 15th Day of June 1781 signified at the Office of Mr John Sykes who is Attorney for the Defendant by Ramasing my Servant who also left him a Note of the name Title and place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth —

1st ........ To the first Interrogatory this Deponent saith that he doth know the Complainant Cover Vaidenada Moodelliar in this Cause and that he hath so known him Eighteen Years or thereabouts and that he doth know the Defendant Tespacallah Vencatachellah Pillah in this Cause, and that he hath so known him five Years or thereabouts and more saith not to this Interrogatory —

4th ........ To the fourth Interrogatory this Deponent saith that he hath several times by order of the Complainant Cover Vaydenada Moodelliar demanded the Amount of the Cadjan Bond (now shewn to him at this the time of his Examination) from the Defendant Tespacallah Vencatachella Pillah in these Interrogatories named and the Defendant Tespacallah Vencatachella Pillah has put him off several times by saying he would pay the same in one Month as he expected some money and some times he promised to pay the said Bond the Next day after this Deponent presented the same for Payment and the said Defendant Tespacallah Vencatachella Pillah also told this Deponent he had asked a Man to lend him some Money to discharge the same which he expected daily and more saith not to this Interrogatory —

5th ........ To the fifth Interrogatory this Deponent saith he doth not Recollect whether

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it was in the Month of January in the Year of Our Lord One Thousand [illegible] Hundred and Twenty Eight but a long while ago the Complainant Covoor Videnada Moodelliar sent this Deponent to the Defendant Toopacallah Vencatachella Pillah in these Interrogatories named to inform him that if the Defendant Toopacallah Vencatachella pillah did not discharge the [illegible] Bond before Sunset to this Deponent that he would sue the Defendant Toopacallah Vencatachella pillah in Court and the Defendant Toopacallah Vencatachella pillah made Answer at the time this Deponent delivered Message and said he would Settle the Business with the [illegible] and there was no occasion for the Complainant Covoor Videnada Moodelliar to take so much trouble — and more saith not to this or the last Interrogatory

Richd. Dighton
Examr.

[illegible]

Mayor's Court at [illegible]

Between Covoor Videnada Moodelliar of [illegible]
Merchant by his Attorney Charles Bromley of
Fort St George Gentleman Complainant and
Toopacallah Vencatachella Pillah of Madras
Merchant Defendant

On the part of the Complainant

Depositions of Witnesses taken in this Cause by and before [illegible]
Examiner in this Court as followeth.

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Kistnah of Madras Peon Aged 39 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 28th day of June 1781 Signified at the Office of Mr. John Sykes who is Attorney for the Defendant by Vumasing my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth. —

1st . . . . . . To the first Interrogatory this Deponent saith, that he doth know the Complainant Covoor Videnada Moodelliar in this Cause, and that he hath so known him thirty years or thereabouts — and that he doth know the Defendant Toopacallah Vencatachella pillah in this Cause, and that he hath so known him Twenty years or thereabouts and more saith not to this Interrogatory. —

4th . . . . . . To the fourth Interrogatory this Deponent saith, that he did Demand payment of the said Defendant Toopacallah Vencatachellah pillah in the Title of these Interrogatorys named at Sundry times by the desire of the said Complainant Covoor Videnadah Moodelliar the Amount of the Cadjan Bond now produced and shewn to him at this the time of his Examination, and this Deponent saith that the Defendant Toopacalla Vencatachella pillah promised to discharge the Amount of the said Cadjan Bond at every time this Deponent Demanded payment and this Deponent demanded payment thereof three or four Different times and the Defendant Toopacallah Vencatachellapilla said he would go and speak to his Master and satisfy him — and more saith not to this Interry. —

5th . . . . . . To the fifth Interrogatory this Deponent saith, that the Complainant did and him during the Month of [illegible] in the Year of Our Lord One Thousand Seven Hundred and Seventy eight he informed the Defendant Toopaucallah Vencatachellapillah that he would [illegible] in this Honble Court against him the said Defendant Toopaucallah Vencatachella pillah and with the said [illegible] of the said Defendant Toopaucallah Vencatachella pillah [illegible] the Bond shewn to this Deponent [illegible] and this Deponent [illegible] upon the Defendant Toopaucallah Vencatachellapillah [illegible] and the Defendant Toopaucallah Vencatachella Pillah answered that he had [illegible] part of said House and that he would [illegible] with the Interrogatory

Richd Dighton
Couns

[illegible]

In the Honble the Mayor's Court at Madraspatnam

Between [illegible] Merchant [illegible] his Attorney Charles Bromley of [illegible] Merchant Complainant and Toopaucallah Vencatachellapillah of Madras Inhabitant Defendant

Thomas Jones of Madras Inhabitant Sergeant of the [illegible]

maketh Oath and saith that he this Deponent did on the 24th day of this present Month of October in the year of Our Lord One Thousand Seven Hundred and Eighty one go to the House where the said Defendant Toopaucallah Vencatachellah Pillah last lived in Madras with an Intent to serve him the said Defendant with an order made in the above Cause bearing date the 23d day of the said Month of October whereby it was said "Deferred hearing this Cause till Tuesday Next and as there is no Attorney for the Defendant, Ordered that the Attorney for the Complainant do serve the Defendant with notice of hearing, and that Affidavit be made of the Service thereof," but not finding the said Defendant he this Deponent did leave a Copy of the said Order at the said House where the said Defendant last lived as aforesaid.

Thomas Jones
Court Serjt

Sworn in Court
Octr 30. 1781.
James Taylor
Reg.

Mayor's Court at Madraspatnam

Tuesday the 30th Day of October Anno Domini 1781.

Present

Mr James Call Senior Alderman
Edward Garrow and Robert Duncan Munro
Aldermen

Between Cavo Vaiamalah Merchant of Madras Merchant by his Attorney Charles Bromley of Fort St George Merchant Complainant and Ayyan Vencatachellum Pillah of Madras Merchant Defendant.

This Cause Coming on to be Heard and Debated this Day in the presence of the Attorney for the Complainant the Attorney for the Defendant having Declined Acting (on having the Affidavit of Service of Notice of Hearing, the Complainants Bill with Translation a Mortgage Bond, Account Current and an Assignment annexed, the Defendants Amended Answer, the Replication, the Interrogatories and Depositions on the part of the Complainant with two Exhibits. On Hearing the Pleadings made use of by the Attorney for the Complainant and on due Consideration had thereon The Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four Hundred and Thirty four Pagodas [illegible] together with such Interest as now is or shall hereafter become due thereon untill full Payment is made and it is further Ordered and Decreed that the Defendant be Taxed with Double Costs of Suit.

Fiat

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Filed the 27th July 1778

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

Humbly Complaining sheweth unto this Hon^ble Court your Orator Clemente Poveryos of Madras Esquire that Nymapah also of the same place Conicoply stands Indebted unto your Orator in the full and Just Sum of One Hundred and Twenty two Pagodas and five fanams Current Mony of Madras making in Sterling Mony of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty Eight Pounds and Seventeen Shillings being the Amount of an Account Current hereunto Annexed for the inspection of this Hon^ble Court and prayed by your Orator to be Received 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 Nimapah of the said Sum of One Hundred and Twenty two Pagodas and five fanams —

But now so it is may it Please this Hon^ble Court the said Nimapah Obstinately and wilfully Refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises your Orator therefore prays a general Relief such as to this Hon^ble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Nimapah may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and Alledged as fully truly — perfectly and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of One Hundred and Twenty two Pagodas and five fanams also all Costs of this suit

May it Please this Honble Court to Grant the said [illegible] to be Summoned and Required by the Sheriff of Fort St George [illegible] and then and there personally to be and appear before this Honble Court at a time and place to be by this Honble Court Ordered and Appointed then and there to Answer this your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

27th July 1778

This Bill was shewn to me in the [illegible]

Let a Summons Issue Returnable this Court Day

J. Call
Mayor

## Paid to Nimmegah

| | | | |
|---|---|---|---|
| from 1st April 1767 to Decr 1769 | To Cash paid you | | 4 |
| from Jany 1769 to 22d March 1773 | To Do | Do | 1 |
| from 1st April 1773 to 1st July 1773 | To Do | Do | 7 |
| from July 1774 to October | To Do | Do | 12 |
| | To Do by Tirumalachy Chitty | | 11 |
| | To Do by Mammoud | | 25 |
| from August to Jany | To Do | Do | 6 |
| from Decr to June 1775 | To Do | Do | 55 |
| from June to Novr 1776 | To Do | Do | 11 |
| from Novr to July 1777 | To Do | Do | [illegible] |

Clemente Povergo

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Filed 13th April 1779 –

The Amended Answer of Nymegah of Madras Conicoply Defendant to the Bill of Complaint of Clemente Povergo of the same place Esquire Complainant

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and advantage of Exception to the many Untruths Errors Incertainties 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 he this Defendant Answereth and saith that he absolutely denies to stand Indebted unto the said Complainant either in the Sum of One Hundred and twenty two Pagodas and five fanams Current Money of Madras as the same is most unjustly and falsely Setforth and Stated in the said Complainants Bill of Complaint and in the Account thereunto Annexed, nor in any other Sum or Sums of Money whatever and more particularly and Especially so, when he this Defendant does not know who the Complainant is, nor Never had any Manner of dealings or Connexions with him of any kind or Nature soever, more than that he this Defendant knoweth that the said Complainant being Indebted, and doth still owe unto some Certain divers, most of whose Names he this Defendant is an Entire Stranger to, a Sum of Money which the Complainant being unable to pay, did for the End of Making or giving them some Satisfaction, Assign and make over unto them the said divers a Monthly Pension of Fifteen

(942)

Fifteen Pagodas p Month allowed him the Complainant by the Hon^ble^ Comp^y^ and which the said divers duly received by [illegible] Monthly the Commissary General Attesting their Bills which the said divers always Employed this Defendant to write or draw out for them until the Governor [illegible] Administration duly pay[illegible] and Satisfying this Defendant for his trouble [illegible] which said [illegible] the Commissary General [illegible] Refused to order payment of the [illegible] Monthly Pension of Fifteen Pagodas by declining to Attest their [illegible] procured them to be Signed by the Complainant himself [illegible] very difficult to be done [illegible] the Complainant then [illegible] part or places from Madras, this Defendant [illegible] the Commissary General to Attest their Bills and payment [illegible] as formerly and this Defendant [illegible] a Present of about [illegible] Pagodas for his Trouble, [illegible] Governor Stratton's Administration [illegible] of the said Monthly Pension by the said Commissary General [illegible] Refusing to Attest the Bills under the same [illegible] when the said divers intreated this Defendant to [illegible] Commissary General to Attest their Bills as Usual, [illegible] first Absolutely Rejected to [illegible] getting one Armogam to grant this Defendant a Written Agreement [illegible] this Defendant a Gratification of Forty Pagodas if this Defendant [illegible] in the [illegible] this Defendant to [illegible] and through the means and Interest of the Governor got the Com[illegible]

174 174 (943)

General to Attest their Bills of the said Monthly Pension of Fifteen Pagodas which being Accordingly paid to the said divers, and the said Armogam having Agreeable to his said Written Agreement, discharged and paid this Defendant the said Sum of Forty Pagodas and the said Divers used now and then to Allow or pay this Defendant something for his trouble in drawing the said Bills, and which is all he this Defendant knows of the Matter, and the Complainant of Consequence hath no Right at all to Commence his present Action against this Defendant, Even if the Account Annexed to the Complainants said Bill of Complaint, or any part thereof had been any ways true, as the same ought to have been brought against this Defendant by the said divers and not by the said Complainant

All which Matters and things this Defendant is Ready and Willing to Aver Maintain and prove as this Hon^ble^ Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained

M^s^ Dubuy
Att^y^ Defendant

(944)
Filed 11th Aug 1779

In the Hon^ble the Mayor's
Court at Madraspatnam

The Replication of Chamb
Complainant to the Answer of Nou

This Replicant saving and reserving unto him
and all manner of benefit and Advantage of Exception to the Insuff
iciency of the said Answer for Replication thereunto saith that he
and prove his said Bill to be true Certain and Sufficient in the
Answered unto, and that the said Answer of the Defendant is
Untrue and insufficient to be replied unto by this Replicant
Replication This Replicant saith that the Assertions of the Defendant
Shewing that he is indebted unto this Replicant in sum of Money
received by the said Defendant of the said Divers out of their said Monthly
Pension, and which sum the said Defendant unjustly pretends to have
had a Claim to on this Complainant in Return for the trouble which
to have had procuring the Bills of this Replicant to be Signed by the Com
General and for the success he presumes to himself in Consequence
Interest with the said Commissary All which Assertions of the Def
do not in any wise impeach this Replicant's Claim on the said Def
but on the Contrary that they tend to Confirm the same as far as
to have Received of the said Divers [illegible] in Order unjustly to
this Replicant says that the sum of Two Thousand and fifty Pagodas

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175

(945)

by this Replicant to the said Divers in the year One Thousand Seven Hundred and Sixty four, and that on his departure from Madras on Service to the Country of Hyder Naick Charles Bourchier Esquire gave an Order to the Divers to Receive the Monthly Sum of fifteen Pagodas on Account of this Repl^t which order was Counter Signed by Francis Jourdan Esquire as the Person under whose Department that Business then came on part of the Nabob and this Replicant says that the said pay or Allowance was granted unto him by his Highness the Nabob in Consequence of this Replicant having lost his Leg at Trichinopoly in the year One Thousand Seven Hundred and Fifty two, and that the same was paid unto the said Divers till some time after the Departure of this Replicant for Pondicherry in the Month of August which was in the year of Our Lord One Thousand Seven Hundred and Seventy Eight and which was since this Replicant's Bill of Complaint was filed in this Hon^ble Court and this Replicant says that the said Defendant is Lawfully indebted to this Replicant in all and every the said several Sums Charged by this Replicant in his said Bill of Complaint the same being deducted out of his Account with the said Divers and this Replicant says that the said Pretences of the said Defendant are frivolous and impertinent and this Replicant has reason to believe that the interference of the said Defendant cannot have been with any Other View than to defraud the said Divers or this Replicant of so much money because such interference was by no Means necessary to procure to them their said Monthly Payments — And further this

Replicant says that he has been informed by the said Divers and Believes it to be that the said Defendant did tell the said Divers some time ago and at a time this Replicant was Absent from Madras on Service that this Replicant was [illegible] and that they could not Expect to receive the said Monthly Pay without the Assistance of the said Defendant which said [illegible] was a Breach of Trust to the Company because of how the said Defendant being Employed by the Company ought not in Consequence to have received Pay or Allowance from this Replicant and if false the same was spread against this Replicant

All which Matters and things this Replicant will aver maintain and prove and therefore prays as in and by his said Bill of Complaint he hath already prayed.

S. Popham
Atty for Complainant

Filed 12th Oct. 1779

The Rejoinder of Sinnapah [illegible] Conicoply Defendant to the Replication of Clement Droge of the same place Complainant

The said 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 Untruths Uncertainties Insufficiencies and Imperfections in the Replicants said Replication contained

Rejoinder thereunto, the said Defendant says that all and Singular the Matters and things by him the said Defendants in his said Answer setforth and Stated are good true certain and sufficient in the Law to be Replied unto in such Manner and form as the same are therein and thereby setforth and Alledged and that the Replicants said Replication is very untrue Evasive & Insufficient in the Law- This Defendant for further Rejoinder saith that he doth still Absolutely deny, either by his own Shewing or otherwise to stand Indebted unto the said Complaint in any Sum or Sums of Money whatever Received by this Defendant from the Divers out of their Monthly Pension- and this Defendant knows of no Claim being laid by this Defendant on the Complainant in Return of the trouble which this Defendant had in procuring the Bills of the Divers, and not of the Complainants to be signed by the Commissary General for that this Defendant saith that the Action of the said Complainant against the Defendant is by no means Just, Even Supposing the Articles Debited this Defendant by the Complainant in the Account Annexed to this his Bill of Complaint were true, which this Defendant does by no means admit, still the Divers alone, with whom this Defendant had Connections, ought to have Commenced the same, which of Consequence Impeaches the Complainants Claim on this Defendant, and no ways tends to Confirm the same, notwithstanding what this Defendant has Acknowledged to have Received of the Divers- This Defendant knows not to what Amount the Complainant owed the Divers, nor the year in which such Debt arose, and the Complainant might have departed from Madras on Service to Hyder-

Naicks

[illegible] [illegible]umbey and Charles [illegible] Esq.r [illegible] [illegible] also given on the to the Divers to Receive to Receive the Monthly Sum of Fifteen Pagodas Account of the Complainant, which Order this Defendant ought to have been then Countersigned by James [illegible] Esq.r [illegible] [illegible] his Department but under the Control of the said Charles [illegible] [illegible] Countersigned by him, and the [illegible] pay or Allowance the Complainant would have been also Allowed to the [illegible] of the said Company [illegible] Having lost his Legal [illegible] [illegible] [illegible] [illegible], which this Defendant Admits to have been [illegible] [illegible] some time after the Complainant's Return from [illegible] in the [illegible] of August One Thousand Seven Hundred and Seventy Eight [illegible] [illegible] the Complainant filed his Bill of Complaint in this [illegible] Court [illegible] this Defendant Absolutely denies to be Indebted unto the [illegible] [illegible] either all, any, or any part of the several [illegible] [illegible] Complainant in his said Bill of Complaint and if the same [illegible] [illegible] Actually deducted out of his the Complainant's Account with the [illegible] the same being done without the Sanction of this Defendant the [illegible] ought therefore not only to blame himself for the same but ought [illegible] Debit his own Account for the Amount so that the [illegible] Alledged by this Defendant in his Answer, are no ways [illegible] Impertinent, on the Contrary this Defendant has a Right to [illegible] Complainant therewith because so much of his said Monthly [illegible] which has been Received by the Divers became their Absolute [illegible]

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same being mortgaged and Assigned over to them by the Complainant towards the payment of what he was Indebted to them Consequently whatever Sums the Defendant might have Received from the Divers for his Labour and Trouble setforth at Large in the Answer of this Defendant, is likewise the Absolute Property of the said Divers, and with which the Complainant has no Connexion, nor had he the Least Right to deduct the same from his Account with the divers without the Consent of this Defendant, it is therefore Absurd and Inconsistent to Reason for the Complainant to pretend, that this Defendant's Interferrence was either to defraud him or the divers of any thing whatever, and if the Assistance of this Defendant was by no means Requisite and Unnecessary to procure the divers the said Monthly Payments this Defendant is at a Loss to Conceive why the said Divers Intreated the influence and Interposition of this Defendant in the procuring for them the said Monthly Allowance, and which this Defendant humbly doubts not to prove in due time to the Satisfaction of this Hon.ble Court that he did, and this Defendant denies to have ever told the said Divers at any time or times whatever that the Complainant was Dead when he was absent from Madras on Service and that they could not expect to Receive the said Monthly pay, without the Assistance of this Defend.t and if this Defendant did Really tell the divers so, which this Defendant denies still such Declaration of this Defendant is by no means a Breach of Trust to the Company because this Defendant is only

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a Comisfary and the Superintendent of the [illegible] Accounts, and [illegible] the whole [illegible] Complainant [illegible] and [illegible] of the [illegible] Defendant [illegible] the same in any Manner whatsoever

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

Interrogatories to be exhibited and administered to the Witnesses as shall be produced Sworn and Examined in a certain Cause now depending in the Office of the Honble the Mayor's Court at Madras wherein Clement George of Madras [illegible] is Complainant and Rinnapah of Madras [illegible] is the Defendant

On the part and behalf of the Complainant

To all the Witnesses 1st. Do you know the Parties Complainant and Defendant in the Title of these Interrogatories named If yea how long have you so known either and which of them Declare

To Armogam 2d. Was you or was you not employed by and on behalf of Certain divers at their Gomastah some time in the year of Our Lord One Thousand Seven Hundred and Sixty Eight and any other following Years untill the year of Our Lord one Thousand Seven Hundred and Seventy Seven If yea was you or was you not employed by them to Receive any and what certain Monthly Sum from the Commissary as and for an Allowance made to the Complainant and whether the same was or was not made over by the Complainant to the said Divers, and why and for what Reasons and Considerations was or was not the Defendt. in the Title of these Interrogatories named employed as a Writer or in any other and what Capacity during all or any of the aforesaid time in the said Commissary's Office, and if he is or is not now employed therein in the said Capacity did you or did you not at any time or times and did or did not same of the said Divers and which of them at any time or times apply to the said Defendant to make out the Account or draw the Bills for the said Allowance do you or do you not know have you or have you not heard of any impediments arising in the payment of the said Allowance to the said Divers, and whether you know have heard or been informed whether the Defendant did or did not Attend to the procuring them the payment thereof by Attending upon or otherwise exerting himself in explaining the Right the said Divers had to Receive the said Allowance to the Commissary or any other person or persons and who by name Do you know or have you heard who Received the said Allowance and to what amount during the said year One Thousand Seven Hundred and Sixty Eight untill the Year

of Our Lord One Thousand Seven Hundred and Seventy Seven and who [illegible]
the same Declare the same as you know have been Informed and do believe
together with the Reasons of such your belief

To Chillumbrum
Ponapah Govinda
and
Cundapah } 3d. Do you know have you heard or been informed and by whom

and by what means of any and what allowance being made to the
Complainant to be paid out of the Commissarys office at [illegible]
Amount and by whom If yea do you know or have you heard whether the
said Allowance was or was not made or assigned over unto [illegible]
Divers some time before or on or about the year One Thousand Seven Hundred and
Sixty Eight Do you know or have you heard that one [illegible] was employed by
the said Divers as their Consulate to receive the said Allowance Do you know
have you heard or been informed whether the Defendant was or was not during
all or any part of the said time a Writer in the said Commissarys Office
was or was not also employed by the said Divers to make out the
Accounts and Bills for the said Allowance from the said year
One Thousand Seven Hundred and Sixty Eight during all or any of the
said time until the year of Our Lord One Thousand Seven Hundred and
Seventy Seven and whether the Divers themselves or any other person
on their Account and who by no means did always or at any time
receive the said Allowance and from whom Do you know have you heard
or been informed of any impediments arising during any part of
in the payment of the said Allowance [illegible]

Complainant during all or any of the aforesaid time and Revoke or give any
Contrary Orders for the payment of the said Allowance. Do you know whether
the Defendant did or did not Attend and labour in explaining the right of the
said Divers to receive the said Allowance and to whom particularly Declare
the same as you know have been Informed and do believe together with
the Reasons of such your belief

To Chudumbrum
and
Nellapah Syrang } ... 4th. Do you know or have you heard of any Matter or thing of the
Complainant being indebted unto certain People called Divers in any what
Sum of Money and when If yea do you know have you heard or been informed
whether the Complainant did or did not make and assign over to them a
certain allowance to him made out of the Commissary's Office. Do you know
of any Allowance by the said Divers to the Defendant made for any trouble
by him taking in making out the Accounts Bills for the said Allowance
and for how long a time and to what Amount and whether the same was
or was not freely and Voluntarily given for the aforesaid Consideration or how Declare
the same as you know have been Informed and do believe together with the
Reasons of such your belief

To all the
Witnesses } 5th.... Do you know or can you setforth any other Matter or thing to which
you have not been Particularly Interrogated to, and which may tend to the advan-
tage and benefit of the Defendant If yea setforth the same Accordingly to the
best of your knowledge Remembrance and belief

W Dudley
Atty Defendt.

(954)

Mayor's Court at Madraspatnam

Between Clemento Povoyo of Madras Esquire as Complainant and Ningapah [illegible] as Defendant

On the Part of the Defendant

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

Annegum of Madras Inhabitant Aged 57 years or thereabouts being Produced and Sworn in this Cause on the part of the Defendant on the 11th day of May [illegible] in the Office of Mr Stephen Popham who is Attorney for the Complainant by [illegible] the Defendant's Servant who also left a Note of the Names Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows.

1st ... To the first Interrogatory this Deponent saith that he doth know the Complainant Clemento Povoyo in this Cause and that he hath so known him [illegible] or thereabouts and that he doth know the Defendant Ningapah in this Cause and that he hath so known him Twenty years or thereabouts and more [illegible] not to this Interrogatory...

2nd To the Second Interrogatory this Deponent saith he was employed by and on behalf of Certain divers as their Gomastah in the year of Our Lord One Thousand Seven Hundred and Sixty Eight and in the following years until the year of Our Lord one Thousand Seven Hundred and Seventy Seven and this Deponent saith he was employed by them to Receive a Certain Monthly Allowance of Fifteen Pagodas ℘ Month made to the Complainant from the [illegible] Office and the Defendant [illegible]

from the Complainant by a Written Agreement and that it was so made over in Consequence of a Debt of Two Thousand Pagodas or thereabouts due from the Complainant to said Divers for which said Divers had put the Complainant in Goal and this Deponent saith that the Defendant was employed as a Writer in said Commissarys Office before the year of Our Lord One Thousand Seven Hundred and Sixty Eight and is now employed in said Office, and this Deponent saith that he hath for the said Divers and the Divers themselves have employed said Defendant to draw out the Bills for said Monthly Allowance for which they promised the Defendant a reward for his trouble of so doing and this Deponent saith that at the time Colonel Capper was Commissary and he believes in Mr Wynchs Government that Colonel Capper did make Objections to paying said Monthly Allowance without the Governors order or the Signature of Climinto Povoyo and that the said Allowance was Stopt for near Eighteen Months or thereabouts upon which the divers did apply to the Defendant to assist them in getting the Arrears of said Allowance and to get it continued to them upon which the Defendant did Explain to the Commissary and the Governor the right said Divers had to the Allowance of Fifteen Pagodas ℘ Month and after attending the Commissary and Governor Several times on this Business he got the said Allowance paid to the Divers for which the Divers promised the Defendant a reward which they Accordingly paid and this Deponent saith that said Divers or himself as their Gumastah did Receive the said Allowance of Fifteen Pagodas ℘ Month from the year of Our Lord one Thousand Seven Hundred

and Seventy Eight he on Payment [illegible] one Hundred and Seventy [illegible]
to them by the Complainant and the same was generally paid to them by [illegible]
Defendant as Writer in the Commissary's Office and more saith not to this
Interrogatory.

To the Last Interrogatory this Deponent saith that the Deponent [illegible]
knowledge promise and agree with this Defendant to give him the [illegible]
of Sixty Pagodas for the trouble he had in Explaining [illegible]
said Monthly Allowance of Fifteen Pagodas from the Commissary's [illegible]
and this Deponent did give his Bond for said Sum of [illegible]
afterwards said Divers went and informed Clemente Povirgo [illegible]
that the Defendant had kept the Sum one hundred and [illegible]
out of his Monthly Allowance and more saith not to this [illegible]

Richd. Dighton
Exam'd.

Mayors Court [illegible] Between Clemente Povirgo [illegible]
Complainant and Nineapah [illegible]
Defendant
On the Part of the Defendant

Depositions of Witnesses taken in this Cause by [illegible] Defendant [illegible]
in this Court as followeth.

Chedumbrum of Madras Conicoply aged 38 years or thereabouts being [illegible]
Witness in this Cause on the part of the Defendant [illegible] the [illegible] day of [illegible]

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at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Bumasing my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterward on the same Day being Sworn and Examined Deposeth as followeth. —

To the first Interrogatory this Deponent saith, that he doth know the Complainant Clemente Povirgo in this Cause, and that he hath so known him thirteen years or thereabouts — and that he doth know the Defendant Nyneapah in this Cause, and that he hath so known him thirteen Years or thereabouts — and more saith not to this Interrogatory — .

To the third Interrogatory this Deponent saith, that he doth know of an Allowance having been made out of the Commissary's Office (as he is a Conicoply in said Office) of fifteen Pagodas ℘ Month to the Complainant and that certain Divers used to receive said Allowance from the year of Our Lord One Thousand Seven Hundred and Sixty Eight and that it was made over to them by the Complainant in these Interrogatories named and that Armogam used to receive said Allowance sometimes for and on Account of said Divers, and that the Defendant Nineapah in these Interrogatories named was and is now a Writer in said Commissary's Office and he was employed by said Divers or their Gomastah to draw out their Bills for said Allowance from the Year of Our Lord One Thousand Seven Hundred and Sixty Eight to one Thousand Seven Hundred and Seventy Seven and this Deponent saith sometimes said Divers did receive said Allowance themselves and sometimes their Gomastah Armogam did receive said Allowance was generally paid by this Deponent

(958)

Deponent as Cashkeeper to said Office and that during the time Colonel Copper held the Office of Commissary General he refused to pay said Allowance unless the Bill was signed by the Governor or Complainant for which reason said Allowance was stopt for some time but this Deponent never heard of the Complainant having treated [illegible] with said Direct and this Deponent saith that the Defendant [illegible] and taken and took great deal of trouble in getting the right said Direct had to receive said Allowance and [illegible] applied to the Governor and Mr [illegible] and after [illegible] Allowance Continued to said Direct and more [illegible] Interrogatory —

4. …… To the fourth Interrogatory this Deponent saith that [illegible] the Complainant was entitled to said Allowance [illegible] not know and that he did make no said Allowance [illegible] the Commissarys Office of Fifteen Pagodas ℔ Month [illegible] and Pitt about the year of Our Lord One thousand Seven hundred Sixty Eight and that said Direct was obliged to make the [illegible] Voluntary Allowance for their benefit he did in [illegible] from the year of Our Lord One thousand Seven hundred and [illegible] and in explaining the Right they had to receive said Allowance [illegible] was stopt but to what Amount said Voluntary Allowance [illegible] the Defendant this Deponent doth not know and more saith not to the last Interrogatory.

[illegible]

Richd Lyddon

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(959)

Mayors Court at Madraspatnam

Between Clemente Poveryo of Madras Esq. Complainant and Nimapah of Madras Conicoply is Defendant

On the part of the Defendant

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

Poonapah of Madras Writer Aged 34 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 12th day of May 1781 Signified at the Office of Mr Stephen Popham who is Attorney for the Complainant by Ramasing my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

…… To the first Interrogatory this Deponent saith, that he doth know the Complainant Clemente Poveryo in this Cause and that he hath so known him Two years or thereabouts, and that he doth know the Defendant Ninapah in this Cause, and that he hath so known him Twenty five years or thereabouts and more saith not to this Interrogatory.

To the third Interrogatory this Deponent saith that he doth know of an Allowance of Fifteen Pagodas ℔ Month having been made by the Honble Company to the Complainant and the said Allowance was made on Account of the former Services Rendered by the Complainant to the Honble Company and the Allowance was Issued thro' the Commissary General and this Deponent saith that he hath been in the Commissary Generals Office from the year One Thousand seven Hundred and Seventy [illegible] said Allowance of Fifteen Pagodas p Month was [illegible] paid to Colonel [illegible] or to one Armogum at that time [illegible] all the time this Deponent [illegible] in said Office and this Deponent saith that he hath [illegible] and that [illegible] said Allowance to the Cholears on Monthly [illegible] from the Complainant to said Cholears for a [illegible] but said [illegible] said in the [illegible] the Mayors Court and on the Complainant [illegible] said Allowance they stopt the Commission and this Deponent [illegible] he doth know that the Defendant in this Interrogatory [illegible] [illegible] a Dealer in the Commissarys Office and [illegible] the said Cholears to draw out the Bills for said Allowance [illegible] Pagodas p Month and that he has been so employed by said [illegible] [illegible] that Deponent has been [illegible] in said Office and [illegible] he was so Employed some time before this Deponent entered in [illegible] and this Deponent saith that at the time that the Office of [illegible] held by Colonel Capper some time in the year of One Thousand [illegible] Seven Hundred and Seventy Seven he objected to pay the Allowance [illegible] Fifteen Pagodas p Month to said Cholears only by [illegible] of Climente Coveryo refused to [illegible] Bills on the Commissary [illegible] to said Bill but this Deponent doth not know of any [illegible] or any contrary order given by the Complainant to said Cholears [illegible] said Monthly Allowance and this Deponent saith that [illegible] to said Cholears [illegible] to [illegible] the Defendant [illegible]

and desired him to Endeavour to get said Monthly Allowance paid for which the said Armogam promised the Defendant the Sum of Forty Pagodas if he should Succeed, and the said Sum of Forty Pagodas was to be paid by the Cholears and Armogum for which Armogum gave the Defendant a Written Agreement and this Deponent saith that Nineapah the Defendant did Attend on Colonel Capper and Explained the right said Cholears had to receive said Monthly Allowance and that he Likewise Attended on the Governor and Endeavoured to explain the right said Cholears had to receive said Monthly Allowance and the Governor did give an order for said Monthly Allowance to be continued to said Cholears which was Accordingly complied with and this Deponent saith that said Allowance was stopt for Eighteen Months on Account of Colonel Capper the then Commissary objecting to paying said Allowance to the Cholears and after the Defendant had explained the Business to the Governor the said Cholears were paid the Arrears and more saith not to this or the last Interrogatory

Richard Dighton
Examiner

Ponnapah

Mayor's Court at Madraspatnam

Between Climente Coveryo of Madras Esq.^r is Complainant and Nineapah of Madras Conicoply is Defendant

On the Part of the Defendant

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

Govindoo

(962)

Govindoo of Madras [illegible] Aged 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 18th day of May 1781 Signified at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Summoning my Servant who also left him a Note of the Name Title and place of Abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1 ..... To the first Interrogatory this Deponent saith that he knoweth the Complainant Clemente Povoryo in this Cause, and that he knoweth the Defendant Nimapah in this Cause and that he hath [illegible] Twenty years or thereabouts and more saith not to this Interrogatory

3 ..... To the third Interrogatory this Deponent saith that he [illegible] Monthly in the Commissary's Office, and that he knoweth the Allowance of fifteen Pagodas p. Month made to the Complainant in this Cause to be paid Monthly out of the Commissary's Office [illegible] Madras and this Deponent saith that said Allowance [illegible] received by certain Divers or their Guardians [illegible] hath heard said Allowance was made over to said Divers [illegible] Complainant but he doth not recollect what year said [illegible] made over to said Divers and this Deponent saith that the [illegible] in these Interrogatories named was a Writer in the said [illegible] that he has been a Writer for many years in said Commissary's [illegible] and that said Divers or their Guardians used to employ the [illegible] Defendant to demand [illegible]

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(963)

Fifteen Pagodas and this Deponent saith at the time that Colonel Capper held the Office of Commissary General he refused paying said Monthly Allowance of fifteen Pagodas to said Divers unless they got the Governor's Order or the Bill Signed by the Complainant and this Deponent saith said Allowance was stopt for some time and that the Divers employed the Defendant to get said Allowance continued and the Defendant applyed to the Governor and explaind the right said Divers had to receive said Allowance and after some time the Governor of Fort St. George gave Orders for said Allowance to be continued to said Divers — and more saith not to this or the last Interrogatory —

Richd. Dighton

Examiner

Mayor's Court at Madraspatnam

Between Clemente Povoryo of Madras Esqr. is Complainant and Nimapah of Madras Conicoply Defendant —

On the Part of the Defendant

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

Cundapah of Madras Peon Aged 45 Years or thereabouts, being produced as a Witness [in] this Cause, on the Part of the Defendant was on the 23d Day of May 1781 Signified at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Summoning my [S]ervant who also left him a Note of the Name Title and place of Abode of the said Deponent

(964)

Defendant [illegible] Deposeth as followeth...

1st ...... To the first Interrogatory this Deponent saith that he hath known Complainant Clemente [illegible] the Complainant [illegible] Fifteen Years or thereabouts and the Defendant Nineapah in this Cause [illegible] he hath so known him [illegible] or thereabouts and more saith not to this Interrogatory

2d...... To the third Interrogatory this Deponent saith that [illegible] Commissary's Office for [illegible] was an Allowance of Fifteen Pagodas per Month [illegible] said Office and he hath heard that said Complainant [illegible] Colonel [illegible] some time about the year of [illegible] Seven Hundred and Sixty Eight and that said [illegible] [illegible] used to receive said Monthly Allowance [illegible] the Defendant in this [illegible] for these Sixteen or Fourteen Years [illegible] and that said Drivers [illegible] used to Employ the Defendant [illegible] Allowance from the year of Our Lord One Thousand Seven Hundred Sixty Eight and that said Drivers or their [illegible] the Allowance of Fifteen Pagodas per Month from the [illegible] Office and the Deponent [illegible] that said Allowance [illegible] while Colonel [illegible] held the Office of Commissary [illegible] the Drivers and their [illegible] did [illegible] endeavour to get said Allowance [illegible] the Defendant [illegible]

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(965)

Defendant did apply to Mr. Jourdan and Colonel Cassipel and Explained the right said Drivers had to receive said Monthly Allowance and that after some time said Allowance was paid again to said Drivers - and more saith not to this or the last Interrogatory -

Richd. Dighton
Examiner

The ✗ Mark of Cundapah -

Mayor's Court at Madraspatnam

Tuesday the 30th Day of October Anno Domini 1781 -

Present

Mr. James Call Senior Alderman
Edward Garrow and Robert Duncan
Munro Aldermen

Between Clemente Povergo of Madras Esquire is Complainant and Nineapah of Madras Conicoply - Defendant

This Cause Coming on to be Heard and Debated this Day in the presence of the Attornies on both sides on reading the Complainants Bill with an Account Current Annexed, The Defendants Amended Answer, The Amended Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Defendant On Hearing the Plead

made thereof by the Attorneys and on due Consideration had thereof This

Court doth think fit to order and Decree and doth Accordingly Order

Decree that the Complainants Bill be dismissed with Cos

— per Cur

Filed 22 Nov^r 1781

To the Worshipful the Mayor

Court at Madraspatnam

Humbly Complaining sheweth unto this

Honble Court your Orator Richard [illegible] of Madras that the Said

Phillip Jefferys of the same place Inhabitant Stands Indebted unto your

Orator in the full and Just Sum of One Hundred and forty three

and fifteen fanams Current Money of Madras making in Sterling

of Great Britain at the rate of Eight Shillings for Every Pagoda the

Fifty Seven Pounds and Seven Shillings or thereabouts as will manifestly

Large appear by an Account Current and Copy of a Bond or Obligation

and granted unto your Orator by the said Phillip Jefferys dated the

Day of January in the present year of Our Lord One Thousand Se

and Eighty one hereunto Annexed for the Inspection of this Honble

both which your Orator prays may be Admitted as part of this his Bill

Complaint and Whereas your Orator hath frequently and in an ami

manner requested payment of the said Sum of One Hundred and forty

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and fifteen fanams from the said Phillip Jefferys. —

But now so it is may it Please this Honble Court the said Phillip Jefferys Obstinately and wilfully refuses to pay the same or to give your Orator any Manner of Satisfaction touching the premises your Orator therefore prays a general Relief such as to this Honble Court shall appear — Agreeable to Equity and good Conscience To the End therefore that the said Phillip Jefferys may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before — Setforth and Alledged as fully truely and Effectually to all Intents and purposes as if the same were here again repeated and particularly — Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of One Hundred and forty three Pagodas and fifteen fanams together with all such Interest as now is or shall hereafter may be come due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Phillip Jefferys to be Summoned and required by the Sheriff of Fort St George Town of Madraspatnam and the district thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

22^d Nov^r 1781

[illegible]
Atty Compl^t

This Bill was shewn to me between the days of Adjournment the Complainant having made Oath to the Justness of his Demand and that he hath reason to believe that the Defendant will Depart from the Jurisdiction of this Court on hearing that the Bill is filed against him Let a Summons issue Returnable Immediately and Warrant of Arrest Issue. —

Ja^s Call
Jun^r Alderman

(968)

E. E.

Dr. Phillip Jeffrys in Account Current with Richard Stamford

| | | | Pagodas | |
|---|---|---|---|---|
| 1781 Jany. | | To the Amount Principal of your Bond to me of this Date | 72 | – |
| [illegible] | | To Interest on Do from 10th Jany 1781 to this Day is [illegible] days at 12 p Ct p annum | 7 | – |
| | | To the Amount of a Bill for Rice and Liquor sent Delivered to you | 66 | 45 |
| | | Pagodas | 145 | 15 |
| | | By Balance due | 145 | 15 |
| | | Pagodas | 145 | 15 |

Fort Saint George 1st [illegible] 1781.

Richard Stamford

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187 187 187

969

Know all Men by these presents that I Phillip Jeffrys of Fort St. George Inhabitant am held and firmly bound unto Richard Stamford of Madras Inhabitant in the penal Sum of One Hundred and forty four Pagodas Current Money of Madras to the Payment whereof well and truely to be made to the said Richard Stamford 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 Fort St. George this Tenth day of January in the year of Our Lord One Thousand Seven Hundred and Eighty one –

Whereas the above bound Phillip Jeffries hath borrowed and Received of the above named Richard Stamford the full and Just Sum of Seventy two Pagodas Current of Madras Run at Interest at the Rate of Twelve per Cent per Annum –

Now the Condition of this Obligation is such that if the above bound Philip Jefferys his Executors Administrators or Assigns shall well and truely pay or Cause to be paid unto Richard Stamford his heirs Executors Administrators or Assigns the full and Just Sum of Seventy two Pagodas Current Money of Madras at the expiration of one Month from the date hereof then this Obligation to be void and of no Effects otherwise to continue in full force and Virtue –

Philip Jeffrys (L.S.)

Signed Sealed and Delivered where no Stampt Paper is to be had in the presence of

James Browne

Matt. Govett

A true Copy

W. Dinley

Asst. Compt.

(970)

Mayors Court at
Madraspatnam

Tuesday the 16 day of
Anno Domini 1781

Present

Mr. James Call Senior Alderman
William Webb — Robert Hughes
Aldermen.

Between Richard
Victualler Complainant
of the same place.

The Defendant being in Court
ledging the Justness of the Complainant's Demand
doth think fit to Order and Decree and doth Accordingly
Decree that the Defendant shall pay unto the Complainant
and Just Sum of One Hundred and Forty three Pagodas
fifteen fanams (Pagodas 143.15.) together with such
as now is or shall hereafter become due thereon until
is made also all Costs of this Suit.

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(971)

Filed 20th June 1781.-

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court your Orators William Harrison and John Leatham of Madras Inhabitants and the Executors Named in the Last Will of Michael Fennell late of Madras aforesaid, Victualler, Deceased that Gideon Firth of Madras aforesaid, Gentleman, Stands indebted unto your Orators in the full and Just Sum of Thirty Pagodas and Twenty four fanams Current Money of Madras Making in Sterling Money of Great Britain, at the Rate of Eight Sillings for Every Pagoda the Sum of Twelve Pounds Five Shillings and four Pence, or thereabouts as will more fully and at large appear by an Account hereunto Annexed for the inspection of this Honble Court to which your Orators most humbly Refer and pray that the same may be admitted as part of this their Bill of Complaint and Whereas your Orators have frequently and in an amicable Manner Requested the payment of the said Sum of Thirty Pagodas and Twenty four fanams.—

But now so it is and may it please this Honble Court the said Gideon Firth Obstinately and wilfully Refuses to pay the same or to give your Orators any Manner of Satisfaction touching the premises your Orators pray a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Gideon Firth may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein set forth and Alledged, as fully truly and effectually to all Intents and Purposes as if the same were here again Repeated and Particularly interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Thirty Pagodas and Twenty Four fanams with such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Worshipful Court [illegible] Gideon Firth to be Summoned and Required by the Sheriff of this Town of Madraspatnam and the districts thereof [illegible] before this Worshipful Court at a certain time and place [illegible] Court prefixed and appointed then and there to Answer [illegible] Bill of Complaint and further to Stand to and abide [illegible] and Decree therein as to this Worshipful Court shall seem [illegible]

20th June 1781

Sworn to me in the days of Adjournment let a Summons issue Returnable the next Court Day

B Roebuck
Mayor

[illegible]
Attorney for [illegible]

Mr Gideon Firth

1779
January 6. To the Amount of a Bill for Sundry Articles of the [illegible] signed by the late Mr Michael Finnel [illegible]
To Interest on do from the 6 day of January 1779 to the 6 Day of May 1781 is 2 Years and 4 Months at 12 p Cent p annum [illegible]

Pagodas [illegible]

Madras [illegible] 1781 [illegible]

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Mayor's Court at Madraspatnam

Tuesday the 6th Day of November Anno Domini 1781

Present

Mr James Call Senior Alderman
William Webb and Robert Hughes
Aldermen

Between William Harrison and John Leathem of Madras Inhabitants and the Executors named in the last Will of Michael Finnel Deceased is Complainant and Gideon Firth of the same place Gentleman Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Thirty Pagodas and Twenty four fanams (Pagodas 30.24) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit — P Cur

(974)
Filed the 4 Septr 1731

To the Honble the Mayor[s]
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court your Orator Cunnigotah Chetty by his Attorney [illegible] of Madraspatnam aforesaid Inhabitant that Verdapillah [illegible] aforesaid Inhabitant stands justly and truly indebted unto your Orator in the full and just Sum of Three Hundred and [illegible] four fanams and fifty Cash Current Money of Madras [illegible] Money of Great Britain at the Rate of Eight Shillings [illegible] the Sum of One Hundred and thirty three Pounds and [illegible] thereabouts, as will manifestly and at large appear by [illegible] Current and an Agreement hereunto Annexed for [illegible] Honble Court, which your Orator prays may be Admitted [illegible] your Orator's Bill of Complaint, the Originals of which are in [illegible] possession and ready to be produced whenever your Orator [illegible] Court be thereunto Required your Orator further Sheweth unto this [illegible] that he hath frequently and in an amicable Manner Requested [illegible] from the said Verdapillah of the said Sum of Thirty three [illegible] and fifty Cash.

But now so it is May it Please [illegible] Court that the said Verdapillah with Obstinacy and Wilfully [illegible] the same or to give your Orator any Measure of Satisfaction [illegible] your Orator [illegible]

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(975)

appear agreeable to Equity and good Conscience To the End therefore that the said Verdapillah may upon his Corporal Oath, full, true, Direct and perfect Answer make, to all and Singular the Matters and things hereinbefore Setforth and Alledged as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the said Sum of three Hundred and thirty three Pagodas four fanams and fifty Cash with all such Interest that now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Verdapillah 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 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

Thomas Jones
Atty for Compltt

4 Septr 1731
This Bill was shewn to me between the days of Adjournment Let a Summons issue Returnable Next Court Day

P. Roebuck
Mayor

Dr. Verdapillah in Account Current with Condapah Chitty Cr.

| | | | |
|---|---|---|---|
| 1775 Aug. | To ... Pieces of Cloth [illegible] delivered you [illegible] | | |
| | [illegible] | | |
| 1781 Augt. | To Interest on D. from [illegible] Nov. 1775 to this day [illegible] per annum | | |
| | To Interest on D. from [illegible] Nov. 1775 to this day [illegible] per annum | | |
| | Pagodas | | [illegible] |

| | | | |
|---|---|---|---|
| 1775 Aug. | By Cash Received on account | | |
| | By Ditto ... Ditto | | |
| | By Ditto | | |
| 1781 Augt. | By Interest on [illegible] from [illegible] Nov. 1775 to this day [illegible] per annum | | |
| | By Ballance due | | [illegible] |
| | Pagodas | | [illegible] |

Fort Saint George 3rd August 1781

Condapah Chitty

[illegible] John Jane

A true Copy
Thomas Jones

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To all People to whom these presents shall Come Greeting Whereas Verdapillah of Madraspatnam Inhabitant in and by the Ballance of an Account Current bearing date the third day of August in the present year of Our Lord one Thousand Seven Hundred and Eighty one Stood Indebted unto Condapah Chitty of Madraspatnam aforesaid in the Sum of Three hundred and thirty three Pagodas four fanams and fifty Cash, as by the said Account Current may appear, and whereas there now remains due to the said Condapah Chitty on the said Account Current the Sum of Three Hundred and thirty three Pagodas four fanams and fifty Cash, making in Sterling Money of Great Britain one Hundred and thirty three Pounds and four Shillings or thereabouts at eight Shillings for every Pagoda Now know ye that the said Condapah Chitty for a Valuable Consideration to him in hand paid by John Jane of Madraspatnam aforesaid the receipt whereof the said Condapah Chitty doth hereby Acknowledge, he, the said Condapah Chitty hath assigned and setover and by these presents doth assign and setover unto the said John Jane the said Account Current and the Money thereupon due and owing and all his right and Interest of in and to the same, and the said Condapah Chitty for the Consideration aforesaid hath made, Constituted, and appointed and by these presents doth make, Constitute, and Appoint, the said John Jane, his Heirs Executors, Administrators, and Assigns his true and Lawfull Attorney or Attornies irrevocable for him and his Name and in the Name and Names of his heirs, Executors Administrators, and Assigns, but for the Sole and proper use and benefit of the said John Jane his heirs Executors and Administrators and Assigns, to ask require Demand & receive of the said Verdapillah his Heirs Executors Administrators and Assigns the Money due and on the said Account Current and on non payment thereof him the said Verdapillah his Heirs Executors Administrators and Assigns to sue for and Receive the same and on payment thereof to deliver up and Cancell the said Account Current and give sufficient Release and Discharge thereof and one or more Attorney or Attornies under him to make Constitute and Appoint and whatsoever the said John Jane or his Attorney or Attornies shall Lawfully do in the premises the said Cundapah Chitty doth Allow and Affirm and the said Cundapah Chitty doth Covenant with said John Jane that he the said Cundapah Chitty hath not Received nor will Receive the said Money 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 the said John Jane saving the said Cundapah Chitty harmless from any Costs that may happen to him thereby In Witness whereof the said Cundapah Chitty hath hereunto set and Affixed his hand and Seal in Madras aforesaid this Sixth day of August in the year of Our Lord One Thousand Seven Hundred and Eighty One.

Signed Sealed & Delivered
(where no Stampt Paper was to be
had) in the presence of
Vencatachellam
Candapah Chitty

Signed Cundapah Chitty

A true Copy
Thomas Jones
Atty for Complt

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Maijor's Court at Madraspatnam

Tuesday the 6th Day of November Anno Domini 1781.

Present

Mr. James Call Senior Alderman
William Webb and Robert Hughes
Aldermen

Between Cundapah Chitty by his Attorney John Jane of Madraspatnam Complainant and Verdapilla of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Hundred and thirty three Pagodas four fanams and fifty Cash (Pagodas 333. 4. 50) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

A Carr

Filed 6 March 1779

# To the Worshipful the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto Your [illegible] your Orator James Strange of Fort St. George Merchant that your Orator did on the Tenth day of April in the year of Our Lord One Thousand Seven Hundred and Seventy Eight Lend unto Roidurgum Vincataram of Gungapatam Poulder Inhabitant the Sum of One Thousand five Hundred Star Pagodas for the payment whereof to your Orator the said [illegible] being Roidurgum Vincataram did enter into one Bond or Obligation bearing date the Tenth day of April in the said year of Our Lord One Thousand Seven Hundred and Seventy Eight and given by him unto your Orator whereby your Orator shews that the said Roidurgum Vincataram did bind him [illegible] his Heirs Administrators and Assigns unto your Orator in the [illegible] of Three Thousand Star Pagodas Conditioned for the payment of the Principal Sum of One Thousand and five Hundred Pagodas and Interest after the Rate of Twelve per Cent per Annum Six Months from the date of the Bond or Obligation under the Hand and Seal of the said Roidurgum Vincataram bearing date the Day and year as aforementioned [illegible] whereof is hereunto annexed for the inspection of this Hon'ble Court [illegible] and at large Appear your Orator further Sheweth that at the expiration of the said Term of Six Months and frequently afterwards your Orator [illegible] by himself and others for payment of the said Principal Sum of [illegible] and five Hundred Pagodas and the Interest then due your Orator [illegible] Sheweth that not being [illegible]

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Vincataram your Orator did at first Refuse to Lend and advance him the said Sum of One Thousand and five Hundred Pagodas but on his the said Roidurguim Vincataram Offering to procure and give a Security for the payment of the same According to the Condition of the Bond then intended to be given to the said Roidurguim Venkataram offered Patnah Gruah otherwise Caritee Gruahroo of Madras Inhabitant as his Security for the true performance of the said Condition on the part of the said Roidurgam Vincataram to which your Orator Shewe he Assented to and Accepted of the same whereupon the said Patnah Gruah otherwise Caritee Gruahroo did enter into an Agreement with your Orator and the same was Reduced into writing and given by the said Patnah Gruah otherwise Caritee Gruahroo unto your Orator, the Contents of such Writing being as follows "Whereas James Strange Merchant of Madras hath Lent unto "Roidurgam Vincataram of Gungapatam Poulder the Sum of Fifteen "Hundred Star Pagodas to Run at Interest at the Rate of Twelve p Cent "p Annum on his Bond bearing date the Tenth day of April One Thousand "Seven Hundred and Seventy Eight at the Expiration of Six Months from the date, in case of non payment from the above Roidurguim Vincataram I hereby agree to become Accountable unto the said James Strange for the "Principal and Interest. In Witness my Hand in Fort St George this Tenth "Day of April 1778 Signed Caritee Gruahroo and Sealed with his Seal, with the Name of Patnah Gruah incerted or impressed thereon, Reference being had to the Original in the possession of your Orator Ready to be produced for the Inspection of this Hon'ble Court will more fully Appear to the said Original Writing hereunto by Name [illegible]

and Henry Walker have set and Subscribed their Names as [illegible]

further Sheweth that not being able to procure payment of the Principal and

Interest due on the said aforementioned Bond of the said [illegible]

stated from the said Roidourgum Vincataram at the expiration of the time

limitted for payment your Orator did apply unto the said [illegible]

otherwise Caretee Gruahroo for payment pursuant to his promise and under-

taking so by him Entered into and made unto your Orator [illegible]

further Sheweth that upon repeated Applications made [illegible]

Gruah otherwise Caretee Gruahroo he so often promised [illegible]

your Orator hath frequently and in an amicable manner [illegible]

of the said Patnah Gruah otherwise Caretee Gruahroo for payment of the

principal and Interest being One Thousand Six Hundred and [illegible]

Eighteen fanams Current Money of Madras Making in [illegible]

Great Britain after the rate of Eight Shillings for Every Pagoda [illegible]

Six Hundred and Sixty four Pounds and four Shillings due on the

Roidourgum Vincataram's Bond or Obligation as aforesaid

But now so it is and may it please [illegible]

the said Patnah Gruah otherwise Caretee Gruahroo Absolutely [illegible]

refuses to to give your Orator any Manner of Satisfaction touching [illegible]

pretending that he is not responsible to your Orator for the [illegible]

said Roidourgum Vincataram because the said Roidourgum [illegible]

alive and able to pay your Orator and that it is the Business of [illegible]

to enquire after and resort to the said Roidourgum Vincataram for payment which your Orator charges is wrong and Unjust because your Orator says that he would not have Lent and Advanced the said Sum of One Thousand and five hundred Pagodas to the said Roidourgum Vincataram had it not been for the Assurances of the said Patnah Gruah otherwise Caretee Gruahroo and of his promise and Undertaking so by him the said Patnah Gruah otherwise Caretee Gruahroo made and entered into and given to your Orator, the said Patnah Gruah otherwise Caretee Gruahroo pretending that it is the Business of your Orator to Search after and enquire for the said Roidourgum Vincataram and endeavour to oblige the said Roidurgum Vincataram to pay off the principal and Interest due on his said Bond to your Orator which your Orator Charges is Unjust because it is the Business as well as a Maxim in Law, for the Obligor to find out the Obligee to tender the payment in Order to save the Penalty of his Obligation, at other times the said Patnah Gruah otherwise Caretee Gruahroo pretends that your Orator has no right to call upon him for the payment of what is due on the said Roidourgam Vincataram's Bond Although he entered into an agreement and became the Security for the said Roidourgum Vincataram because such engagement is Colateral and depends on want of Relief against the said Roidour-gum Vincataram which your Orator Charges is also unjust because your Orator not being able to procure payment from the said Roidourgum Vincataram did apply unto the said Patnah Gruah otherwise Caretee Gruahroo for payment and gave him time agreeable to his request and promise of payment which time has been Elapsed being a time of two Months after the Period for the payment of the principal and Interest due on the said Bond of the

said

and Roidourgum Vencataram and also [illegible] the said Pulvah Gonesh otherwise Cauda Gauder [illegible] payment [illegible] and [illegible] your Orator therefore prays a general Relief in the premises such as this Hon'ble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Pulvah Gonesh otherwise Cauda Gauder may upon his Corporal Oath true and perfect Answer make to all singular the Matters and things herein before Set forth and alleged fully truly and Effectually to all intents and purposes as if the same were again repeated and interrogated and that he may [illegible] the said Roidourgum Vencataram did not set his hand and Seal to the said Bond of the aforementioned Tenth day of April One thousand Seven Hundred and Seventy Eight and whether the said Pulvah Gonesh otherwise Cauda Gauder did not set and subscribe his name for him his name as Witness to the said [illegible] Writing of the Day and date as the Bond of the said Roidourgum Vencataram the purposes therein mentioned and that he the said Pulvah Gonesh otherwise Cauda Gauder may be Decreed to pay unto your the said Sum of One Thousand Six Hundred and Sixty [illegible] and Eighteen fanams with all such Interest as is now due and may grow due thereon also all Costs of this Suit

May it Please this Hon'ble Court to
the said Pulvah Gonesh otherwise Cauda Gauder

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and required by the Sheriff of Fort St. 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 this your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet

Chas. Bromley
Atty Compl.ts

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**Know all Men** by these presents that I Roidourgum Vencataram of Gangapatam and Oulderoo am held and firmly bound unto James Strange Merchant of Fort St. George in the Penal Sum of three thousand Pagodas to the payment whereof well and truly to be made to the said James Strange his Heirs Executors Administrators or Assigns I do hereby bind my self Heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto set my Hand and Seal in Fort St. George this Tenth day of April in the year One Thousand Seven Hundred and Seventy Eight

Pag.s **Whereas** the above bound Roidourgam Vencataram hath borrowed and Received of the above Named James Strange the full and Just Sum of Fifteen Hundred Pagodas Payable in Six Months from the Date hereof to run at interest at the rate of Twelve per Cent per Annum

**Now the Condition** of this Obligation is such that if the above bound Roidourgum Vencataram his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto James Strange his Heirs Executors Adminis.

Administrator or Assigns the full and said Sum of Fifteen hundred together with such Interest as shall or may become due thereupon the Obligation to be void and of no Effect otherwise to continue in full force Virtue —

Signed in Gentoo
Roidourgum Vencataram

Signed Sealed and Delivered
where no Stampt Paper is to be had
in the presence of
Signed
Henry Hollier
John McDaulton

A true Copy by me
[illegible]
[illegible]

The Amended Answer
thereon called Carratie Goondoo
Pedda Defendant to the Bill of
James Strange of Fort St George Merchant

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 Insufficiencies and Imperfections in the said Bill of Complaint contained for thereunto or unto so much thereof as this Defendant is advised materially Concerneth him to make Answer unto he this Defendant Answereth and

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Complainant in the Sum of One Thousand Five Hundred Pagodas — Current Money of Madras, in the said Bill of Complaint mentioned and further Answering saith that it appears by the said Complainants own Shewing that the present Action doth arise upon a Debt which this Defendant's friend Roidourgum Vencataram owes the said Complainant being the said Sum of One Thousand five Hundred Pagodas which Debt the said Complainant says, this Defendant undertook and — promised to pay but which this Defendant Absolutely denies — This Defendant again, refuses payment for the aforementioned reason and because the said Roidourgam Vencataram is now living and able to pay the Complainant — This Defendant further saith that the said Complainant ought to have Commenced his Action against the said — Roidourgum Vencataram not against him this Defendant and in case of non Payment then this Defendant would become Liable to pay the same —

All which Matters and things this Defendant is Ready and willing to Aver Maintain and prove as this Hon'ble Court shall direct and humbly prays to be hence — Dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained

Dan Haw
atty for the Defend.t

(988)

Filed 30th June 1779

The Replication of Samuel [illegible]

Complainant to the Amended Answer of

[illegible] Ramanee called Cavally [illegible]

Defendant.

The said Replicant now and at all times

saving and reserving unto himself all and all manner of Benefit

of Exception to the many uncertain Errors Insufficiencies

and Imperfections in the said Answer contained for Replication

thereunto saith that his Bill of Complaint and all the

matters and things therein contained are good true Certain

in the Law to be Answered unto in such Manner and form

as therein and thereby Set forth and Alledged and that the

the said Defendant is very untrue Uncertain and insufficient

for further Replication the said Replicant says that the Defendant

Stands Justly and truly indebted unto the said Replicant

Setforth in his Bill of Complaint Notwithstanding any matter

Alledged by the said Defendant in his Answer to the contrary

said Replicant says that he admits that the Original debt

a Bond given by Roidourgum Vincataram of Gingapatam

whether that said person was and is a friend of the Defendant the

cannot say but this the Replicant says that the Borrowing and

of the principal Sum was the Transaction of the Defendant

Solely managed and

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(989)

principal and Interest that might be due on the said Bond the Replicant hereby Alledging that he is totally unacquainted with the said Roidourgum Vincataram and whether there is or ever was such a person existing or not the Replicant does not know, the money the Replicant says was advanced to the said Defendant for the purposes of lending it to the said Roidurgum Vincataram at the repeated importunitys of the said Defendant he being the person as the Defendant said that was to have the Money and what is become of the said Roidourgam Vincataram or whether he ever had the Money the Replicant cannot setforth as no such a person can be found as Roidourgam Vincataram the Replicant having frequently Applied to the said Defendant for information respecting the said Roidourgam Vincataram who as often assured the Replicant that he was expected this day and the other day at Madras and so on from out of the Contrary the Replicant growing uneasy at these delays was under the Necessity of employing his Solicitor to make a formal Demand of the said Defendant for payment pursuant to his the Defendants own promise and undertaking in Writing under date the Tenth day of April in the year of Our Lord One Thousand Seven Hundred and Seventy Eight when he the Defendant Assured the Replicants said Sollicitor that if the said Roidourgam Vincataram did not within one Month come into the Place and pay off the principal and Interest on his said Bond that he the Defendant would certainly pay the same, the said Replicant further says that at the expiration of the said One Month he Applied again to the Defendant for payment who evaded it and defying the Replicant as to any prosecution the said Replicant might [illegible] but the Repliant being the effect was under the [illegible] of preferring his present Bill of Complaint against him when his promise or undertaking upon the said Defendant committed to writing given unto the said Repliant, the said Repliant further says he such [illegible] Defendant Amended Answer he says that he denies to have undertaken any promised to pay unto the said Repliant the Amount Principal and [illegible] of the said Bond of the said Roidourgum Vencataram to the said Repliant the Repliant says that if the Defendant did not promise and undertake then for what reason and to what purport was he the said Defendant into and giving unto the Repliant the Agreement under his hand and Seal dated the Tenth day of April in the year of Our Lord One Thousand Seven Hundred and Seventy Eight, if the Defendant [illegible] agreement only as a Writing of no Consequence then it follows [illegible] Defendant meant to deceive and defraud the Repliant by [illegible] under false pretences and the same being so done, the Defendant became responsible both by Law and Equity to the Repliant for the Amount Principal he so fraudulently obtained of the Repliant [illegible] arising on the same but with Submission to this Honble Court the [illegible] is of Opinion that the Act and Deed of the Defendant in the [illegible] under his Hand and Seal of the Tenth day of April One Thousand Hundred and Seventy Eight to all intents and purposes binding on him the Defendant as any Agreement [illegible] and that the intention of [illegible] sufficiently shewn

of entering into such Agreement, the Consideration in the first instance is shewn, and in the next place, the intention of the Repliant is also shewn, – that of Securing the payment of his Money, for which, without such Security, the said Roidourgum Vencataram would never have Received the Cash, as it is pretended he did from the said Repliant, the intention of the Repliant being so shewn and the Uprightness of the Conduct in the Repliant as to the Transaction, it became then, the indispensible duty of the Defendant, to be as Reciprocal in his Engagement, for if the Defendant had not shewn at the time the Money was lent, an honest intention on his part, the Replt would not have Advanced the Money, the said Repliant further says, that the Defendant in his Amended Answer Refuses payment contrary to his promise and Undertaking in Writing of the Tenth Day of April in the year One Thousand Seven Hundred and Seventy Eight Assigning as a Reason, that the said Roidourgum Vencataram is now living and able to pay the Complainant but does not say at what place he Resides and indeed the Repliant verily believes that there is no such person existing, for the Repliant has frequently enquired after the said Roidourgum Vencataram but no such person can be found, however the Repliant says that is little to the purpose, the Defendant became bound to the Repliant in as express words as any writing could be drawn out and that in default of payment of the principal and Interest of the said Roidourgum Vencataram at the expiration of the time in the said Bond or Obligation expressed and set forth the Defendant became bound to pay the words in his Agreement are full and expressive and all the [illegible] such Sum as Roidourgum Vencataram [illegible] the Penalty [illegible] Defendant for to on the performance on the part of the said Roidourgum Vencataram had not done within the time limitted in the said B[illegible] and his not having done so the said Defendant became immediately Responsible pursuant to his Agreement made and entered into by [illegible] mentioned, the Replicant says that there is no injury done to the Defendant by obliging him to pay pursuant to his promise and Undertaking [illegible] he can have an immediate Recourse to the said Roidourgum [illegible] by virtue of an Assignment that the said Replicant [illegible] of the Bond to the said Defendant as soon as he the Defendant [illegible] the principal and Interest due on his said Agreement [illegible] The said Replicant further says in Reply to the [illegible] Defendant in his Amended Answer, wherein he says that the [illegible] Business the said Replicant ought to have Commenced his [illegible] against the said Roidourgum Vencataram and not against the Defendant and in Case of non payment that then the Defendant be liable to pay the same, the Replicant says that the Observation [illegible] not hold good Because the Replicant has it in his Option [illegible] the principal or his Security [illegible] Interest and Conveniency of the Replicant and [illegible] Day with People of Business for suffering the said [illegible] had gone to Europe must the Replicant have gone after him [illegible]

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his Security to pay at Madras at a certain Period a Reference to the said writing of the Defendant (a Copy of which is annexed or inserted in the Replicants Bill of Complaint) will plainly shew, that the Defendant becomes the principal upon failure of payment by the said Roidourgum Vencataram at the time prefixed for the Completion of the Obligation, by the Written Agreement the said Replicant says, that there is a recital of the purport of the said Roidourgum Vencataram's Obligation and Subsequent thereto in the said Defendant's Agreement the said Defendant says that in case of non payment by the said Roidourgum Vencataram at the expiration of the time limitted for payment that he the Defendant does agree to become Accountable unto the said Replicant for the principal and Interest, nothing can be more full and explicit as this promise and Undertaking nor can any Act and Deed more plainly Shew, that the said Defendant becomes principal upon failure of payment by the said Roidourgum Vencataram, whose Business it is, to seek for the Obligee in order to save the Penalty, which by Law he has forfeited by a failure of payment at the time limitted for such payment to be made, The Replicant further says that he knows of no Doctrine or Maxim in Law that can defend the Observation made use of by the Defendant in his Amended Answer that it is the Business of the Replicant to seek first his Remedy against the said Roidourgam Vencataram before he preferred his Suit against the Defendant — The said Replicant lastly says that he does not know the said Roidourgam Vencataram nor where he lives and that the Borrowing and Lending of the Cash and the several Transaction Attendant thereon

was

[illegible] Part of the said Defendant in whom

Complainant placed a Confidence not only in this Transaction but in every

other matter of Business [illegible] which the said Defendant withdrew

[illegible] so much [illegible] the Complainant [illegible] alleged [illegible]

[illegible] the said Defendant [illegible] the Complainant in many

and Perplexities which have [illegible] him to apply for Relief

[illegible] in this Honble Court

All which matters and things [illegible]

is ready and willing [illegible] as this Honble Court

shall direct and most humbly prays as in and by his said Bill of

Complaint he hath already prayed

Jno. [illegible]

Filed 6th Novr 1781

In the Honble the Mayor's Court at Madraspatnam

Between [illegible] the said Complainant [illegible] of Madras Inhabitant [illegible]

Thomas Jones of Madras Inhabitant [illegible] this Honble Court [illegible] the [illegible] fifth day of the present Month of November in the year of Our Lord One Thousand [illegible]

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Defendant Patrick Gruah lives, with an Intent to serve him the said Defendt with an Order made in the said Cause bearing date the thirtieth day of October last whereby it was said "Ordered that this Cause do come on to be "heard on Tuesday Next" but not finding the said Defendant, he this Deponent did leave a Copy of the said Order at the House of the said Defendant.

Thomas Jones
Court Serjt

Sworn to in Court
Novr 6th 1781
James Taylor
Regr

Mayor's Court at Madraspatnam.

Tuesday the 6th day of November Anno Domini 1781.

Present

Mr James Call Senior Alderman
William Webb and Robert Hughes
Aldermen.

Between James Strange late of Fort St George Merchant Complainant and Patrick Gruah of Madras Inhabitant Defendant

This Cause Coming on to be Heard and Debated this Day in the presence of the Attorney for the Complainant & The Attorney for the Defendant having [illegible] without [illegible] Reading the Compl with Copy of a Bond [illegible] the Defendants [illegible] Answer Replication On Hearing the Pleadings and [illegible] the Complainant and [illegible] Consideration had thereon Shall [illegible] and Decreed [illegible] Accordingly Ordered and the Defendant do pay unto the Complainant the full and whole One Thousand and five Hundred Pagodas [illegible] together with such Interest as now is or shall become due thereon until full payment is made and it is further Ordered the Defendant to [illegible] with [illegible] Costs

Filed 1 Octr 1751

To the Honble the May
Court at Madraspatn

Humbly Complaining Sheweth unto your Orators The United Company of Merchants of England East Indies by their Agents The Right Honble George [illegible] President and Governor &c Council of Fort St George [illegible] present at Madras Commander of the [illegible] your Orators in the full and Just Sum of three Hundred and Current Money of Madras Reckoning [illegible] at the Rate of Eight Shillings for Every Pagoda the Sum of and Twenty [illegible]

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and Two Pagodas doth arise and became due to your Orators for Deficiency on the Delivery of Rice belonging to your Orators imported on the said Snow Jenny from Masulipatam to the Consignment of your Orators said Agents being two Garce and seven Marcals at One Hundred and fifty Pagodas ꝑ Garce And your Orators further Shew unto this Honble Court that they have by their said Agents frequently and in an Amicable Manner requested payment from the said Robert Smart of the said Sum of three Hundred and two Pagodas —

But now so it is may it Please this Honble Court the said Robert Smart Obstinately and wilfully refuses to pay the same or to give your Orators any Manner of Satisfaction touching the premises your Orators therefore prays a general Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience — To the End therefore that the said Robert Smart 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 Orators the aforesaid Sum of three Hundred and two 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 Robert Smart to be Summoned and required by the Sheriff of Fort St George

Town

[illegible] Defendant being formally [illegible] Upon the [illegible] Court [illegible] fit to be [illegible] perfect and [illegible] Complainant [illegible] Answer to this Hon'ble Court [illegible]

4 Octr 1781

This Bill was shewn to me on the day of Adjournment & [illegible] Adjournment [illegible] Returnable that Court Day

Js McCall

Filed 4th Octr 1781

The Demurrer of [illegible] to the Bill of Complaint of the [illegible] of Merchants of England trading [illegible] by their Agent the Right Hon'ble [illegible] Lord Macartney President and [illegible] Council of Fort St George Complainants

The said Defendant by [illegible] not Acknowledging all or any of the Matters and things [illegible] said Bill mentioned to be true [illegible] are therein and thereby Set forth and alledged [illegible] therein [illegible]

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in the Law, to call him this Defendant in question in this Hon'ble Court for the same, but that there is good Cause of Demurr thereunto, and for Cause of Demurrer this Defendant saith, that the said Bill is insufficient and Uncertain, as it appears by the Complainants own shewing that there are persons parties to the said Bill who are not made parties thereto, Because only the said Right Hon'ble George Lord Macartney President & Governor of Fort St George is named and Specified in the said Bill, who is only one of the said Complainants Agents, and the Names of all the other Agents or Council of Fort St George ought to be mentioned therein, and they the said Council severally made parties to the said Bill, it being the Order of pleading to make all parties interested Complainants or Defendants; and for further Cause of Demurrer the said Defendant saith, the Charge upon which the said Bill is founded, To Wit for Defficiency on the delivery of Rice belonging to the said Complainants imported upon the Snow Jenny &c is imperfect and insufficient to Warrant the said Bill or to compell this Defendant to Answer thereunto and this Defendant cannot Answer to the said Bill without manifest disadvantage, Because the Defficiency charged in the said delivery of the said Rice ought to have been made Appear and Setforth, by shewing what quantity of Rice this Defendant ought to have delivered, and what Quantity he did deliver, it being an inconsistency to hold any one Accountable for an Omission, without Shewing the duty of the performance which duty cannot be implied, but must and ought to be particularly setforth; For which and divers other Causes this Defendant doth Demurr in Law unto the Complainants said Bill of Complaint and all the Matters and things therein contained, and humbly demand the Judgment of the

Court whether he shall be compelled to make any other or further an

thereunto and prays to be hence dismissed with his Costs

Att.y for Defend.t

Filed 23d Oct. 1781

The Replication of the [illegible]

of Merchants of England [illegible]

Indies by their Agents [illegible]

George Lord Macartney [illegible]

the Council of Fort St George [illegible]

to the Answer of [illegible]

These Complainants [illegible]

by the said Defendant alledged as Cause of Demurrer [illegible]

Bill ought not to be Answered for the Uncertainty and [illegible]

by the said Defendant in his said Demurrer [illegible]

Action for these Complainants [illegible] the said Bill of [illegible]

Sundry Matters and things therein contained [illegible]

Law for the said Action to be maintained against the said

thereon And that the Several Causes of the said Defend

said Demurrer are very Weak [illegible]

---

Bill is neither insufficient or Uncertain, and the reason that the said Defendant gives why he pretends the same is insufficient and Uncertain Viz.t "that there are persons parties to the said Bill who are not made parties thereto," is very Extraordinary Indeed and Contradictory, for if, as the said Defendant says, there are parties to the said Bill they are made parties thereto, and with regard to what the said Defendant asserts that the said Right Honorable George Lord Macartney President and Governor of Fort St George only is named and Specified in the said Bill these Complainants Say its Evident by the Words "Council of Fort St George" after the words "President & Governor &c.a" that the Council of this Presidency are included therein as these Complainants Agents, And which is Sufficient to Shew unto they are, and in what Capacity Acting, and which doth also Demonstrate that they are these Complainants Agents and Representatives, and that is all that can be Necessary, for it is these Complainants and their Effects and Property that are Answerable for either Costs or any thing else in or relative to this or any other Suit Debt Demand or Action, and not their Agents, who are not always the same persons but are Altered or Changed According to Circumstances as is Universally known, yet these Complainants and their Effects are Answerable, nor can a Decree be made either in favor of or against these Complainants Agents in any Suit for or against these Complainants, the Naming of all the Council in a Bill is therefore both Unnecessary and Useless, Besides there were at the time the said Bill was [illegible] Council [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] particularly [illegible]

[illegible]

[illegible]

[illegible]

Consequence [illegible] of the said [illegible]

them and [illegible]

these Complainants [illegible] are entitled to [illegible]

their favor, [illegible] therefore Evident that the said Bill [illegible]

the said Defendant in his said Demurrer is very [illegible]

and Evasive these Complainants further say that the [illegible]

Commenced in the Usual and Customary way and is [illegible]

Commenced in this Honorable Court therefore [illegible]

Complainants and admitted [illegible] by this [illegible]

Appear by the Papers [illegible] and [illegible]

Mayor's Court and also by the Records to which these Compl[illegible]

[illegible] stated [illegible] to the [illegible] of the [illegible]

to [illegible] for Deficiency on the Delivery of Rice belonging to these [illegible]

imported on the Snow Jenny [illegible] these Complainants [illegible]

---

or what is Stated in the said Bill is neither imperfect nor Insufficient to Warrant the said Bill or to Compell the said Defendant to Answer thereto, These Complainants further by way of Joinder say it was by no means Necessary for them to Setforth the Matters and things Alledged or pretended by the said Defendant in his said Demurrer nor is there any Duty implied but particularly Charged and Setforth in the said Bill as is Evident by these Complainants having setforth that the said Debt by these Complainants Sued for arose and became due to these Complainants for Deficiency on the Delivery of Rice belonging to them these Complainants imported on the said Snow Jenny from Masulipatam to the Consignment of these Complainants said Agents being two Garce and Seven Marcals at one hundred and fifty Pagodas a Garce, nothing Surely can shew a more Regular Charge than this, and for the Defendant to say he cannot Answer to it is in the Opinion of these Complainants a Manifest Acknowlegment of the truth of the Charge and Demand, for if the said Defendant was clear, and if the fact was such that he was not Indebted unto these Complainants he could easily have said so, therefore it is — Evident that the said Defendants Demurrer and every Objection — made to these Complainants Charge Demand and Bill is very — Evasive and founded upon an improper principle and can by no means Justify his Demurring to Instead of Answering these — Complainants said Bill of Complaint

For all which Reasons and every or any other that may Appear for [illegible] the said Court as [illegible] Counsel for the Support of [illegible] [illegible] the Complainant's Bill the said [illegible] [illegible] and that the said Defendant [illegible] thereon

[illegible]
Atty for Compl.t

Extract from the Minutes of a Court Held at Fort
on Tuesday the 6th Day of Novem.r Anno Domini 17

Present

M.r James Call Mayor. Aldermen
William Webb Robert Hughes
Aldermen

The United Company of Merchants of England trading
to the East Indies by their Attorney The Right Hon.ble Lord
Macartney
versus
Robert Smart

Bill Read
Demurrer Read
Joinder Read

The Demurrer and Joinder
on to be Argued and Determined this Day on the Demurrer
Attorneys on both sides on Hearing the Complainant's

---

Demurrer, The Joinder, On Hearing the Pleadings and Arguments Made Use of by the Attornies and the Court having had due Consideration thereon This Court doth think fit to Order and doth Accordingly Order that the Demurrer be held good and that the Complainants Bill do Stand Dismissed with Costs.

A true Extract

Rec.d 14th Oct.r 1781.

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

Humbly Complaining Sheweth unto this Hon.ble Court your Orator Daniel Shaw of Madras Gentleman and one of the Attornies of this Hon.ble Court that Abraham Argyle of Madras aforesaid, Inhabitant Stands indebted unto your Orator in the full and Just Sum of One Hundred and Two Pagodas and Thirteen fanams Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Forty Pounds Eighteen Shillings and Ten Pence, or thereabouts, as will fully and at large Appear by an Account Current hereunto Annexed for the Inspection of this Hon.ble Court to which your Orator most humbly refers and prays that the same may be admitted as part of this his Bill of Complaint and Whereas your Orator hath frequently and in an amicable Manner requested payment of the said Sum of One Hundred and Two Pagodas and thirteen fanams.

But

(1111)

[illegible] and [illegible]

[illegible] Scott [illegible]

[illegible]

[illegible]

[illegible]

the Court thereof [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Hundred and [illegible]

[illegible]

Said

[illegible] the said Court [illegible]

and [illegible]

of [illegible]

[illegible] the said Court [illegible]

time and place to be by the said Court [illegible]

[illegible]

further [illegible] Power [illegible]

the said Court shall [illegible]

£61.15.11

[illegible]

[illegible]

[illegible]

(1007)

Dr

Mr Matthew [illegible]

| | | | |
|---|---|---|---|
| 1776 July | [illegible] | To the Amount of [illegible] as p Note | |
| 1777 Janry | 25 | To [illegible] | |
| March | [illegible] | To the Amount of [illegible] | |
| June | [illegible] | To the Amount of [illegible] | |
| 1778 Janry | | To the Amount of [illegible] | |

Pagodas

| | | | |
|---|---|---|---|
| 1780 Janry | 1 | To Ballance due as p Contra | |
| | | To Interest on Ditto from 1st day of January 1780 to the [illegible] 1780 at 1 Year and [illegible] Months at 12 p Cent p Annum | |

Amot Pagodas

To Ballance Due as p Contra

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(1008)

207

Mr Daniel Shaw —— p Contra —— Cr

| | | | | | |
|---|---|---|---|---|---|
| 1776 Novr | 9th | By 1 Bottle of Soy | „ – 18 „ „ | | |
| | | By 1 Piece of of Flowred Lustring | 12 – – | | |
| Decr | 1st | By 1 Dozen of Cups and Saucers | 1 – 33 – „ | | |
| | | By 1 Piece of Red Pillong | 3 – – | | |
| 1777 Febry | 27th | By 1 Ditto of Bengall Doria | 6 | | |
| April | „ | By half a Dozen of Cups and Saucers | „ 33 „ – „ | | |
| | | By 1 Dozen of Plates | „ 33 – „ | | |
| | | By 2 Dishes | „ 16 – „ | | |
| | | By 1 Bowl | „ 10 – „ | | |
| | 5 | By 1 Piece of Bengall Muslin | 6 – – „ | | |
| May | 13 | By 1 Sett of Mourning Buckles | 1 – „ | | |
| July | 16 | By 1 Childs Coral and Bells | 6 „ – „ | | |
| August | 12 | By 1 Piece of Handkerchieffs | 2 „ 24 – „ | | |
| | | By 6 Dozen of Plates | 4 „ 30 – „ | | |
| | | By ½ Ditto of Wine and Water Glasses | 3 „ „ | | |
| | 19 | By 1 Glass with its Cover and Saucers | 1 – „ „ | 55 „ | 26 „ – |
| 1781 Janry | 1 | By Ballance due to me | | 93 „ | 28 „ – |
| | | Pagodas | | 149 „ | 12 „ – |
| 1781 Septr | 1st | By 1 Dozen of Claret | 6 „ „ – „ | | |
| | | By 8 Bottles of Brandy | 4 „ – „ | 10 „ | „ – „ |
| | | By Ballance due to me | | 102 „ | 13 „ – |
| | | Amot Pagodas | | 112 „ | 13 „ – |

Dan Shaw

(1009)

Mayor's Court at Madraspatnam

Tuesday the [illegible] day of No[illegible] Anno Domini 1781

Present

Mr. James Call Senior Alderman

Edward Raine Gilbert and Thomas [illegible] Alderman

Between Hugh Vaughan [illegible] Complainant and [illegible] Defendant

It appearing to the Court that the Usual Rules have passed in the Defendant [illegible] Complainant's Bill which he has neglected doing [illegible] doth think fit to Order and Decree and doth Order [illegible] Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand and [illegible] Thirteen Pounds of Pagodas 1012 [illegible] with Interest as now is or shall [illegible] from [illegible] till Payment is made also all Costs of this Suit

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(1010)

208

Filed 23. Oct. 1781.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Hugh Vaughan Esquire Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof that Shashapilly of Madras Dubash Stands Justly and truely indebted unto your Orator in the Principal Sum of Eight Hundred Pagodas Current Money of Madras & making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of three Hundred and Twenty Pounds being the Amount Purchase of a Sloop called the Sree Jaiganaickeloo which was sold by Outcry by Order of this Honble Court as will more fully and at large Appear by a True Copy of the Bill of Sale thereof 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, which said Sloop Sree Jaiganaicaloo your Orator Sheweth he delivered over unto the said Shashapilly and for which he did promise and Undertake to pay the Amount Purchase unto your Orator and for which your Orator did make out a Bill of Sale of the same and the same so done According to the Usual Form of your Orator's Office observed in the like Cases — and Whereas your Orator hath frequently and in an amicable Manner Requested payment from the Said Shashapilla of the said Sum of Eight Hundred Pagodas —

But now so it is and May it Please this Honble Court to

the said Pushpullah Obstinately and Wilfully refused for
same or to give your Orator any Manner of Satisfaction
the premises your Orator therefore prays against [illegible]
to this Honble Court shall appear agreeable to Equity and
Conscience To the End therefore that the said Pushpullah
upon his Corporal Oath [illegible] true direct and perfect Answer
[illegible]

Know all Men by these Presents that I Hugh Vaughan Sherriff of Fort St George Town of Madraspatnam and the Districts thereof having by virtue of a Warrant of Sequestration to me Directed from the Honble the Mayors Court Dated the Twenty Second Day of May One Thousand Seven Hundred and Eighty One made Seizure in due form of a Sloop then laying at Anchor in Madras Roads Named the Sree Jaganaicaloo Burthen about /50/ Fifty Madras Garce late the Property of Poonamanda and Sixpence [illegible]

[illegible] my Office in Fort St George [illegible] 28 Day of [illegible]

Witnesses
John Lurney
Yspanaunaing

Signed Hugh Vaughan Regr

Recorded from the Records of the said the Mayor's Court at Madraspatnam in Fort St George [illegible] Day of June 1781. —

Signed [illegible]

A true Copy

Chas Bromley
Dep Regr

Mayor's Court at Madraspatnam — Tuesday the 12th Day of June Anno Domini 1781

Present

Mr James Call Senior Alderman
Edward John Holland and Thomas Cooper
Aldermen

Between [illegible]
[illegible]
[illegible]
[illegible]

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The Defendant by his Attorney Mr Thomas Jones for Mr Stephen Popham being in Court and Acknowledging the Justness of the Complainants Demand This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Eight Hundred Pagodas Pagodas 800 — together with such Interest as now is or shall hereafter become due thereon untill full Payment is Made also all Costs of this Suit

Hen

Filed the 9th May 1781. —

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Morgan Williams Esquire of Fort St George that Gocul doss Ragonadoss of Madraspatnam aforesaid Inhabitant Stands Indebted unto your Orator in the full and Just Sum of One Hundred and Fifteen Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for Every Pagoda the Sum of Forty Six Pounds or thereabouts, as will more fully and at large appear by a Copy of an Account Current hereunto Annexed for the inspection of this Honble Court, which your Orator prays may be admitted as part of this your Orator's Bill of Complaint, the Original of which is in your Orator's Possession and ready [illegible] this Honble Court

[illegible] unto this Honble Court that on the

[illegible] in the year of Our Lord One Thousand Seven Hundred

and Eighty your Orator [illegible]

[illegible] George [illegible] Commander from Madras [illegible]

[illegible]

[illegible] your Orator further Sheweth unto this Honble

Court that [illegible]

your Orator [illegible]

[illegible]

[illegible]

the whole [illegible] your Orator further Sheweth unto this

Honble Court that on the [illegible] day of [illegible] in the present year of

One Thousand Seven Hundred and Eighty one, the said [illegible]

agreed with your Orator [illegible]

[illegible] from [illegible]

Twenty four Pagodas [illegible]

the [illegible] Pondicherry [illegible]

and [illegible] Months [illegible] the said Sum of One hundred and

[illegible] Policy of Insurance [illegible]

Premium of Seven Pagodas [illegible]

by which the said Gooculdoss Ragonadoss became bound [illegible]

in the said Sum of One hundred and Twenty five Pagodas [illegible]

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and at large Appear by a Copy of a Translate of the said Bond or Policy of Insurance hereunto Annexed, for the Inspection of this Honble Court, which your Orator prays may be admitted as part of this your Orators Bill of Complaint the Original of which is in your Orators possession and ready to be produced whenever your Orator shall by this Honble Court be thereunto required — Your Orator further sheweth unto this Honble Court, that on the thirty first day of March in the present Year of Our Lord One Thousand Seven Hundred and Eighty one, Henry Forbes, formerly Chief Mate and late Commander of the said Snow Triton, waited upon and informed your Orator, that the said Snow had been captured in Pondicherry Road by Hyder Allys and other armed persons, who had hauled the said Snow on shore and plundered her Cargo, as will more fully and at large appear by a Copy of the Protest and Declaration of the said Henry Forbes taken before Henry Dupuy Notary Publick, hereunto Annexed for the Inspection of this Honble Court which your Orator prays may be also taken as part of this your Orators Bill of Complaint, the Original of which is in your Orators Possession and ready to be produced whenever your Orator shall by this Honble Court be thereunto required. Your Orator further Sheweth unto this Honble Court, that in Consequence of the Information of the said Henry Forbes Your Orator Applied to the said Gooculdoss Ragonadoss shewing him the Protest of the said Henry Forbes, and Demanded payment of him the said Gooculdoss Ragonadoss of the said Sum of One Hundred and Fifteen Pagodas agreeable to the Tenor of his Bond or Policy of Insurance —

**But now so it is** and May it please this Honble Court, the

# Dr. Goculdoss Ragoonadoss in Account Current with Morgan Williams Esquire Cr.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| To the Amount of your Bond or Policy of Insurance | 125 | " | " | To Two P Cent deduct from Bond or Policy of Insurance | 2 | 21 | " |
| | | | | To Six Months Interest Deducted from Do. | 7 | 21 | " |
| | | | | | 10 | " | " |
| | | | | By Ballance due | 115 | " | " |
| Pagodas | 125 | " | " | Pagodas | 125 | " | " |

Fort Saint George 4th May 1784

Errors Excepted

(Signed) Pr. Morgan Williams

a true Copy

Thomas Jones

" Atty for Complainant "

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(117)

[illegible]

May it Please [illegible]

[illegible] Fort Saint George [illegible]

[illegible] this Hon'ble Court [illegible]

your Orators Bill of Complaint and further to stand [illegible]

such Order and Decree therein as to this Hon'ble Court [illegible]

Thomas [illegible]

Atty for Complainant

(1018)

Translation of [illegible]

[illegible]

[illegible] Williams Esq. [illegible]

[illegible] Williams Esq. [illegible]

[illegible] 1781 —

[illegible]

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2213 (1019)

| | |
|---|---|
| Mooldoſs Thawracadoſs | 125. |
| Sadasivah Rajaram | 100. |
| Ranthuth Luemthuth | 325. |
| Paramanundoo Mahadirja | 50. |
| Ravithuth Mahanuju | 75. |
| Aunupauram Siwasimear | 100. |
| Bala Oustnadoſs Gopaldoſs | 75. |
| Goculdoſs Mue Rondoſs | 125. |
| Goculdoſs Ragoonadoſs | 125. |
| Vallabodoſs Thawracadoſs | 25. |
| Sadasiva Narsinga | 50. |
| Sandarjee Ramaswaroo | 75. |
| Conarjee Gopaldoſs Luchmedoſs | 75. |
| Moole Cundoo Lalle Chundoo | 50. |
| Vencatasa Rama Chundoo | 75. |

A True Translation as near as can be in the Gentoo Language —

Soobaroyam
Interpr.

A true Copy
Thomas Jones
Att.y for Compl.t

On this thirty first Day of March in the Year of Our Lord One Thousand Seven Hundred and Eighty one Before Me Henry DuPuy Notary Publick, by Authority duely Admitted and Sworn, dwelling and practising in Fort Saint George in the East Indies, Appeared Henry Forbes formerly Chief Officer and late Commander of the Snow Tryton and Declared as followeth, that is to being [illegible] of August last [illegible]

from Madras bound for the Nicobar Islands [illegible]

George Johnson Commander [illegible] the [illegible] day of

the [illegible]

[illegible] they were Obliged to [illegible]

first Anchored at the Carnicobar but [illegible]

came off to [illegible]

George Johnson [illegible]

[illegible] the Commander

for fear of being driven off the [illegible]

weighed Anchor the [illegible]

[illegible]

[illegible]

the ground [illegible]

having been [illegible] and growing [illegible]

no probability of regaining the Islands held a Consultation

to bear away for [illegible]

[illegible] the Commander [illegible]

on the Twenty [illegible]

Declarant having taken the Command [illegible]

and got Stores for the Vessell and [illegible]

Carnicobar [illegible] the Twenty [illegible]

Tindall [illegible]

three Months pay, which Obliged this Declarant to have them Called before the Governor, they afterwards made a second Complaint against the Syrang for defrauding them of their Pay at Madras, which Induced this Declarant to break him and make the head Tendall in his Stead, on the Twenty Seventh of November Sailed from Tavoy for the Carnicobar in ballast to get the Coconuts left, when driven off from that Coast the fifth of September, on the Twenty third of December Arrived at the Carnicobar and took in fifty Six Thousand Coconuts, the third of January in this present Year Sailed from thence, but the Monsoon being too Strong and it blowing fresh were Obliged to bear away for Madras, and on the fourteenth day of the same Month they made the land near Sadrass, but the Current Setting Strong to the Southward they Lost Ground every Tack, that on the Seventeenth of the same Month being Short of Provisions and Rice were Obliged to Run in Pondicherry Roads, not knowing but that place was in the hands of the English, the People being much fatigued and finding all his, this Declarants, indeavours to fetch Madras in Vain, and came to Anchor before Pondicherry about five o Clock in the afternoon, the Next Morning being the Eighteenth the Snow was boarded by a Number of Armed Men who came in four Boats, who seized this Declarant and Carried him forcibly on shore, where he was kept close prisoner in a Malabar House, not being Suffered to go over the Treshold of the Door, and took out the Vessells Cargo with all the Stores and every thing belonging to this Declarant, and put them in a Large Godown where they Remained till the English Army Came to Pondicherry on the Seventh

of February the day after Colonel Crow seized the Declarant the [illegible]
again, but at the time this Declarant was preparing to leave the [illegible]
the things belonging to the Snow as above [illegible]
and Colonel Crow and his Sepoys [illegible]
after which a [illegible] of Sepoys [illegible]
[illegible] and [illegible] the Declarant [illegible]
that the said Sepoys were [illegible] Hyder Ally's [illegible]
Declarant had left [illegible]
which Hyder Ally's [illegible]
[illegible] Hyder Ally's [illegible]
[illegible] after which the [illegible] of the [illegible]
Hyder Ally's Sepoys [illegible] the Snow [illegible]
purchase [illegible] three hundred [illegible]
to [illegible] and [illegible] on the twenty [illegible]
Declarant made his Escape from [illegible]
and [illegible] for [illegible] whom he [illegible]
the Declarant [illegible]
to the Snow and [illegible] taken away.

Wherefore [illegible]
protested [illegible]
and [illegible] against the Capture and Seizure [illegible]
her Cargo by the said Hyder Ally's Sepoys [illegible]
[illegible]

---

said Capture or Seizure of the said Snow and her Cargo, as much as in the Law may be, to save harmless the said Henry Forbes and all other Person or Persons interested in the said Snow and her Cargo, from all Losses or Damages Occasioned or which may hereafter happen or be Occasioned by or by reason of the premises, In Witness whereof I have hereunto set my hand and Seal of my Office in the presence of William Wood and Emanuel Luis Anderson called as Witnesses to this Act in Fort Saint George on the Day and Year above written.

Emanuel Luis Anderson
William Wood

(Signed)
(L.S.) H.Y. Dudley
Noty Pub.

The Within Named Henry Forbs Maketh Oath and saith that the Sundry Matters within Recited respecting the said Snow Triton are True.

(Signed)
Henry Forbes

Sworn to before me this 7th day
of April 1781.

Thomas Cooper
Alderman at Madraspatnam

A true Copy
Thomas Jones
Atty for Complainant

(1024)

[illegible] 1782

The Answer of [illegible]
[illegible] Defendant
to the Bill of Complaint of [illegible]
of [illegible] Esquire Comp[illegible]

This said 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, Uncertainties and imperfections in the said Bill of Complaint contained, for answer thereunto or unto so much thereof as this Defendant is advised is material for him to make answer unto, he this Defendant answereth and saith that he does not owe any [illegible] in the Sum of One Hundred and fifteen Pagodas or [illegible] as is expressed and set forth in the said Bill of Compl[illegible] Defendant saith that he according to the Usage and Custom observed by them in their Transactions relative to Policies [illegible] he is only indebted unto the said Complainant the sum [illegible] Pagodas five fanams and Twenty Cash being a [illegible] premium equal to the [illegible] [illegible] [illegible] upon this Honble Court and prays that the same may be [illegible] [illegible] of this his Answer [illegible] sum of Eighty [illegible] Twenty Cash this Defendant [illegible] Complainant [illegible] [illegible] this Defendant [illegible]

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216 (1025)

2

Offered and tendered to pay unto the Complainant, the which he the Defendant has Refused, as Conceiving himself Entitled to the Amount of the Sum by this Defendant Subscribed to, at the foot of a Policy of Insurance on the Snow Triton, Asbridge Commander, in Opposition to which this Defendant saith, he humbly Conceives and is Advised that the Complainant cannot derive any benefit therefrom; Because the Voyage which this Defendant meant to secure the Complainants Risk in, and which the Policy expresses did not take place as the said Snow the Triton did not proceed on the Voyage Setforth in the Policy, and of Course the Policy could not take Effect for had the said Vessell arrived safe at Madras this Defendant is advised and humbly Conceives, he could not Retain the Premium by him Received, as the Complainant had a Right of Action for so much money as the Amount of Premiums paid to this Defendant for the Use of the Complainant, This Defendant further Answereth and saith that he admits to have Signed a Writing in the Guzerate Language under date the Sixth of March, in the Year One Thousand Seven Hundred and Eighty one (a True Translate of which is hereunto Annexed for the inspection of this Honble Court, and the which, this Defendant prays may be taken as part of this his Answer) purporting to be a Writing in the Nature of Policy of Insurance for the Sum of Two Thousand and five Hundred Pagodas to Run on the Snow Triton Asbrige Commander from the day the Vessell Sailed from the Port of Pegue or Savoy, untill her safe arrival at Madras, for which this

Defendant and he became a Premium of Seven Pagodas
and agreed to pay the same to him Underwriters in
the Neat [illegible] to be made of the effects with the
six Months Interest of [illegible] within the time limited
Original Valuing, this Defendant saith he did faithfully
Subscribe the Sum of One Hundred and Twenty five Pagodas
Expectation of the same be this Defendant meant and under
take upon himself Separately and independent of the
Underwriters, whose Names are to the said Policy
respective Sums Subscribed, and this said Defendant
Concern or Connection with any of the said Underwriters
further Answereth and saith, that pursuant to this
Undertaking contained in the said Policy or Valuing
March in the present year, he this Defendant demanded
[illegible], upon a Supposition that the said Snow Triton
have proceeded and put forward on the Voyage for which
which in fact never took place, and in order to be
Saith this Defendant begs leave to Refer to the particular
have come to his knowledge which any way relate
Triton and her [illegible] and this [illegible]
hath gained from the Protest and Declaration of the
the Commanding Officer in the said Snow Triton
and Sufferance [illegible]

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Complaint, That the Snow Triton under the Command of George Albridge, since Deceased on the Sixth of August last past, sailed for the Nicobars Islands on a Voyage to Tavoy and back to Madras, that on the Seventeenth day of the same Month, the Upper part of the false Stem gave away, and were in danger of Loosing their Masts, on the Twenty fifth of October Anchored off the Car Nicobars, and on the Thirtieth went to Terra Mallaca; and on the fourth September, the Wind blew hard; and the Vessell was drove into forty fathom Water, and finding it impossible to Regain the Island, and having met with some Damage in her sails and Rigging, they were under the Necessity of bearing away for Tavoy, at which place the said Vessell Arrived, and there disposed of what Coconuts she had on board, and got her Stores on board, and on the Twenty Seventh of November, sailed from Tavoy for the Carnicobars in Ballast, to get the Coconuts left there when driven off from the Coast the Month of September, that on the Twenty third of December, Arrived at the Carnicobars, and there took in her remainder of her Cargoe for Pegue, being fifty Six Thousand Coconuts, that on the third Day of January in this present Year One Thousand Seven Hundred and Eighty one, the Vessell Sailed from the Nicobars in order to Compleate her Outward bound Voyage to Pegue, but as the Monsoon being too Strong and it blewing fresh, the Vessell was obliged to bear away for Madras, and on the fourteenth of the same Month, made the land near Sadrass, that on the Seventeenth, the Vessell being Short of Provisions were obliged to Run into Pondicherry road, and there came to an Anchor, and on the Next Day, being the Eighteenth that came under the Expreſs Condition of the Policy, for the Arrival at Sadraſs was only in Consequence of the Veſsells Endeavours to proſecute her Outward bound Voyage by her Returning from Pegue to Carnicobars, and therein, taken her Remainder of her Cargo of Coconuts for Pegue and her Attempting the Paſsage to that Port or Tavoy, this taken altogether makes only apart of her Outward bound Voyage; and this Defendant saith, that it may with great propriety and Justice be said, that at the time the Veſsell was loſsed, that the Misfortune the Complainant, Sustained therein was in the Course of her Outward bound Voyage, she being lost in her Endeavours to Compleat the same, how far these Circumstances can be Correſponding with the Tenor of the Policy, must be left to the Consideration of this Honble Court, but this Defendant humbly Conceives, that were a Voyage is expreſs direct, from any Port or Place to acertain Port, that a Veſsell Running backwards and forwards cannot be the Voyage the Policy in Question was intended to cover, or the parties meant and intended should be the Voyage, that the Policy was to effect, for this Defendant is Advised, that in Case the Veſsell had Returnd to Tavoy or Pegue with her fifty thousand Coconuts, and afterwards had Replaced the same with a Cargoe proper and fitting for the Markett at Madras, that immediately on the Veſsells departure from either of those Ports of Pegue or Tavoy, the Policy then and not before, took Effect and continued to be in force untill the safe arrival of the said Veſsell at Madras, or in case of a Loſs, the Policy then stood valid against this Defendant, as to the payment, but this Defendant is further Advised, that had this Veſsell proceeded on any other Voyage from Pegue or Tavoy to any other

Port

[illegible] [illegible] the Vessell was on a Freight [illegible] at Rangoon or Pegu and then [illegible] the Policy in question no more, but this Premium [illegible] would have been [illegible] [illegible] Contrary [illegible] [illegible] as the Vessell did not [illegible] expressed in the Policy [illegible] Defendant [illegible] that [illegible] [illegible] and Detention of the Commander that the Vessell [illegible] was in Consequence of his Original instructions to [illegible] [illegible] Voyage as [illegible] by the Policy it appears [illegible] Complainant [illegible] the Vessell [illegible] the Commander [illegible] in the performance of which this Defendant [illegible] This Defendant further begs leave to Observe that [illegible] had been insured from [illegible] and [illegible] that the same Circumstances attending her as in [illegible] would or would not have been foreseen [illegible] to have [illegible] of [illegible] then the Policy in Question [illegible] against this Defendant, as [illegible] against the [illegible] [illegible] and not on [illegible] [illegible] for all which this Defendant is Advised [illegible] that the Complainant [illegible] Cause of Action against him upon the Policy of [illegible] Question, more particularly as it appears that the [illegible] Correspondent with the instructions as given by the Complainant Captain [illegible] the Vessell's [illegible] Commander [illegible] by the [illegible]

"Cocoanuts with directions to dispose of them at Merghi or Tavoy in Pegue and "there to take in return Timber or any other Article the Commander thought "would Answer for this Coast of Madras and further directing him, that as "he the Complainant imagined the Vessells Arrival at Madras would be "late in the Season, to touch at Vizagapatam and there to wait untill the "Monsoon was properly Settled," as will more fully appear by an Extract of the Complainants instructions left with this Defendant. This Defendant lastly saith, that he cannot Admit of the Translate, as Annexed by the Complainant to his Bill of Complaint, to be a true or fair Translate, because the Original expresses, the Policy to be on one Trip or Voyage, whereas this Circumstance is omitted by the Complainant in his Translate —

All which Matters and things this Defendant is ready and willing to aver Maintain and prove as this Hon^ble Court shall direct and most humbly prays to be Hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained

Chas. Bromley
Atty Defend^t

Snow Triton

To a Return of Premium to be paid Morgan Williams Esq^r

On Pag^s 125. @ 7 ℔ Cent — Pag^s 8. 31. 40
Deduct ½ ℔ Cent — „ 26. 20
Pagodas 8. 5. 20.

Signed Goculdoss Ragonadoss

Translation of a [illegible] Paper Written in the Guzerate [illegible]

to the [illegible]

of [illegible] to [illegible] Williams Esq. [illegible]

We [illegible]

[illegible]

the 12th of [illegible] 1837 Guzerate [illegible]

the [illegible] March 1781.

Signed

[illegible]

[illegible]

Goculdoss Ragoonadoss

[illegible]

[illegible]

[illegible]

[illegible]

---

| | |
|---|---|
| Vasoothuth Lukemthuth | 325.. |
| Paramandanundoo Mahederja | 50.. |
| Rauvethath Nannoojee | 75.. |
| Aunpuram Sivooboy | 100.. |
| Bala Kistnadoss Gopauldoss | 75.. |
| Goculdoss Muchendoss | 125.. |
| Goculdoss Ragoonadadoss | 125.. |
| Vallabodoss Thawracadoss | 75.. |
| Sadasiva Narsinga | 50.. |
| Soonderjee Raumasoovar | 75.. |
| Comarjee Gopauldoss Latchmedoss | 75.. |
| Moote Chundo Lall Chundroo | 50.. |
| Vincatasa Rama Chendrew | 75.. |
| | 2500 |

A True Translate of the Original in the Guzerate Language by Soobriah Court Interpreter

Chas. Bromley
Atty. Defendt.

Filed 24th July 1781.

## The Replication of Morgan Williams Esqr. of Fort St. George Complainant to the Answer of Goculdoss Ragoonadoss of Madraspatnam Defendant

This Repliant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception, that may be had or taken to the many Errors Uncertainties, and

manifest

[illegible]

Commander, from all Risk and Casualties to be Run on the said Veſsell, commencing from the Day that the said Veſsell shall sail either from the Port of Pegue or Tavoy, untill the Day of the said Veſsell's safe Arrival at the Port of Madras: The said Snow Triton, (as appears by the said Protest) did sail from the Port of Tavoy (one of the Ports expreſsed in the said Policy of Insurance) on the Twenty Seventh Day of November which was in the Year of Our Lord One Thousand Seven Hundred and Eighty, and in the Prosecution of her Voyage betwixt the said Port of Tavoy and the Port of Madras (the very Voyage expreſsed in the said Policy of Insurance and expreſsly insured against) was captured and Lost in the Manner setforth and Stated in the said Protest or Declaration, can any thing than be more evident and plain, then that the Insurers are responsible can ought to abide by the Terms expreſsed in the Policy of Insurance which they have signed – The very Answer of the said Defendant amply proves it, for he the said Defendant, acknowledges the signing the Policy of Insurances, Acknowledges the Receipt of the said Premium, Acknowledges the Loſs of the Veſsell and Acknowledges that, that Loſs happened after her Departure from the Port of Tavoy, and before her Arrival at the Port of Madras. This Replicant further saith, that he positively denies the said Snows being lost on her Outward bound Voyage, as aſserted by the said Defendt in his said Answer, for the said Snow had arrived at the Port of Tavoy, and on such her Arrival had entirely completed her outward bound Voyage and whenever the said Snow should sail from the said Port of Tavoy and should attempt to make the Port of Madras, from the time of such her sailing must

be

[illegible] Replicant [illegible]
[illegible] Commander [illegible]
[illegible] Replicant
[illegible] Complaint and [illegible]
[illegible] Command [illegible]
[illegible]
[illegible] Articles and [illegible]
[illegible]
[illegible] said Defendant [illegible]
[illegible] Replicant [illegible]
of One hundred and Fifteen Pounds [illegible]
in Sterling Money of Great Britain [illegible]
every Pagoda the Sum of [illegible] Pounds as setforth in [illegible]
Replicants said Bill of Complaint and the Amendment
notwithstanding what the said Defendant alledges in the said
said Answer. This Replicant further saith that the [illegible]
the Snow Triton George Alledge Commander, and which [illegible]
and setforth in the Protest or Declaration of [illegible]
and who ascended to the Command upon the Death of [illegible]
Alledge [illegible] and was formerly the same, as expressed in the [illegible]
of Insurance, and the which the said Policy of Insurance [illegible]
be one and same [illegible] Policy of Insurance expressly [illegible]
they the Insurers [illegible] George [illegible]

Commander, from all Risk and Casualties to be run on the said Veſsell, commencing from the Day that the said Veſsell shall sail either from the Port of Pegue or Tavoy, untill the Day of the said Veſsell's safe Arrival at the Port of Madras: The said Snow Triton, (as appears by the said Protest) did sail from the Port of Tavoy (one of the Ports expreſsed in the said Policy of Insurance) on the Twenty Seventh Day of November which was in the Year of Our Lord One Thousand Seven Hundred and Eighty, and in the Prosecution of her Voyage betwixt the said Port of Tavoy and the Port of Madras (the very Voyage expreſsed in the said Policy of Insurance and expreſsly insured against) was captured and Loſt in the Manner setforth and Stated in the said Protest or Declaration, can any thing than be more evident and plain, then that the Insurers are responsible can ought to abide by the Terms expreſsed in the Policy of Insurance which they have signed – The very Answer of the said Defendant amply proves it, for he, the said Defendant, acknowledges the signing the Policy of Insurances, Acknowledges the Receipt of the said premium, Acknowledges the Loſs of the Veſsell and Acknowledges that, that Loſs happened after her Departure from the Port of Tavoy, and before her Arrival at the Port of Madras. This Replicant further saith, that he positively denies the said Snows being lost on her Outward bound Voyage, as asserted by the said Defendt in his said Answer, for the said Snow had arrived at the Port of Tavoy, and on such her Arrival had intirely compleated her outward Bound Voyage and whenever the said Snow should sail from the said Port of Tavoy and should Attempt to make the Port of Madras, from the time of such her sailing must be of Course, every Obligation, annexed to the one, is, both in Law and Equity equally obligatory upon the other. This Repliant further saith, that he readily admits, that had the said Snow been lost in Attempting to Return to Tavoy, that he should then have had no Claim whatever upon the Insurers, as the Intention and meaning of the Policy was, that the Last Departure of the said Snow from either the Port of Tavoy or Pegue, should be the Commencement of the Insurers Risk, and that Risk should continue till her safe Arrival at and During the whole of the time she should Attempt the making of the Port of Madras. That the said Snow was lost in Attempting to make the Port of Madras, the place she was lost at and the Protest of the said Henry Forbes clearly proves, that she was on her homeward bound Voyage is also equally apparent, therefore this Repliant humbly insists that the said Defendant ought to be Answerable to him this Repliant for the amount of the Sum so insured by him the said Defendant. And in regard to any other Matter or thing setforth or Alledged in the said Answer, to which this Repliant hath not particularly Replied, he this Repliant saith, that the same is very uncertain evasive and insufficient for him to make any other or further Reply thereto.

All which matters and things this Repliant is Ready and willing to Aver, Maintain, and prove, as this Hon^ble Court shall direct and humbly prays as in and by his said Bill of Complaint he hath already prayed.

Thomas Jones
Atty for Complt.

(1038)

Filed 2d April 1771

The Rejoinder of [illegible]
[illegible] Defendant [illegible]
[illegible]
[illegible] Complainant

The said Defendant now and at all
[illegible] and [illegible] of [illegible]
of Exception to the many [illegible] Answer [illegible]
Insufficiencies in the said Replication contained for Rejoinder
[illegible] and [illegible] the Matters and Things [illegible]
Answer to the Replicant's Bill of Complaint [illegible]
in the Law to be obliged to make [illegible]
therein and thereby Setforth and Alledged and [illegible]
[illegible] Traverse and [illegible] Confessed [illegible]
Rejoinder the said Defendant says that he [illegible]
Replicant in the Sum of [illegible] hundred and fifteen [illegible]
from and upon the [illegible] of the said Replicant [illegible]
in her Replication and Bill of Complaint [illegible]
Defendant [illegible] in his Answer [illegible]
[illegible] of the [illegible] and the [illegible]
Defendant [illegible]

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which he the said Defendant is Ready and willing to pay as he has already Setforth in his Answer to the Replicant's Bill of Complaint, the said Defendant further says, in Answer to so much of the Replication wherein the Replicant Says, "that the Voyage performed by the Snow Triton George Asbridge Commander "is and was precisely the same as is expressed in the said Policy of Insurance "and which the said Policy of Insurance was intended to Cover," how the Replicant can Rectifye this Absurdity the Defendant cannot say, for upon comparing the words of the Protest, wherein the Commander expressly Declares that his intentions were of Returning with a Cargoe of Coconuts from the Nicobars to Tavoy, but not being able to accomplish his design on Account of the Season, he was under the Necessity of bearing away for Madras, plainly proving that the Port intended to go to, was Tavoy or Pegue, her Cargoe of Coconuts being for that place in order to purchase a Cargoe of Timber and Planks, and that the Vessell Attempted to pursue her Return but was prevented in the Compleation thereof this was a Circumstance impossible for the Replicant or his people to know untill the arrival of the Vessell or some of her Crew upon the Coast of Coromandell, and this is Evident from the instructions of the Replicant to the Commander, who expressly says, "if the Vessell is too "late in the Season for the Coast then to bear away for Vizagapatam and there "wait untill the Monsoon was properly Settled," as is before setforth in the Defendant's Answer, The said Defendant further says, that he denies that when the Snow Triton took her departure from Tavoy for the Nicobars, that the Loss of the Defendant as an Underwriter took place, between [illegible]

insured on the Veſsell as insuring her on her Returning Voyage [illegible]

Veſsell when she sailed from Savoy to the Nicobars was on which

her Outward bound Voyage, that is to say to bring to Savoy but [illegible]

Coconuts which she was forced by Stress of Weather to leave behind

Nicobars and which she Actually Endeavoured to do as [illegible]

Protest of the Commander and her being allowed to bear away [illegible]

a deviation of the Voyage from the Nicobars to Pegue or Savoy [illegible]

the Defendant says from the time of the Veſsells departure from [illegible]

to her being Captured by the Enemy that the Veſsell was [illegible]

Outward bound Voyage and not her Homeward bound [illegible]

that had the Veſsell been fortunate enough to have taken the Coco[illegible]

to her Market, and which she Actually did then, she would

to Pegue or Savoy with her Cargo intended for either of them [illegible]

taken in, a Returning Cargo being Timber and Plank for [illegible]

the Owners would have then insured the Veſsell and Cargo [illegible]

as was then wanted [illegible] by the Present Policy. The Defendant

further to shew, that there was not a Policy, nor was the Veſsell

what advances her [illegible] [illegible] the Veſsell at the time of her [illegible]

at Savoy, nor was the [illegible] what alteration to her homeward

from the Officer who [illegible] to the Command of the Veſsell, [illegible]

Established [illegible]

[illegible]

says, to the Aſsertion of the Repliant in his Replication wherein he Alledges" that in the Prosecution of the Veſsells Voyage betwixt the Port of Savoy and the Port of Madras was Captured and Lost," that this Declaration is untrue, "because her Voyage was quite different, her Voyage in which the Veſsell was Captured and taken, was the Voyage she indeavoured to pursue, that is to say the Voyage from Savoy to the Nicobars and back to Savoy and Pegue, and her Endeavours to prosecute the same and on her Return to Savoy or Pegue she was Captured and lost the Protest expreſsly says," that he sailed "from Savoy for the Carnicobars in Ballast to get the Coconuts left, that there "he took in fifty Six thousand Coconuts and on the third of January sailed "from thence, but the Monsoon being too strong and it blowing fresh were "obliged to bear away for Madras," All which the Defendant says, proves that the Commanders intention was to go back, either to Savoy or Pegue as the Original and intended Mart for his Coconuts, that this Protest also proves, that the Veſsell Actually Shaped her Course and proceeded on her Return to Savoy or Pegue, but as the Season was too far Advanced, she was under the Neceſsity of bearing away for Madras, and of Course she deviated from the Voyage intended to Savoy or Pegue. The said Defendant further says, that whether the Repliant admits of the Veſsell being lost in her Outward bound Voyage or not, is of little Consequence because that Rests with this Hon^ble Court, whose Opinion of which entirely decides the Question, as the Merits of the Suit, in this Defendants humble Opinion, depends upon this Question, whether Veſsell was lost in her Endeavouring to Complete her Outward

bound

[illegible] Voyage or [illegible] the Defendant [illegible]

[illegible] the Vessell [illegible] Sougha Harun [illegible]

Replicant [illegible] as [illegible] mentioned, there and [illegible]

but the Policy in question [illegible] and the word [illegible]

their [illegible] the Defendant says [illegible]

Replicant and [illegible] from [illegible]

Policy in question. The Defendant further says [illegible]

[illegible] the Commander [illegible]

Defendant [illegible] the Defendant says he had [illegible]

and this is [illegible] for had the Vessell with her Cargo [illegible]

being ordered back to Savoy or Pegue, then and in that case [illegible]

Lenders and Insurers in the Outward bound Voyage [illegible]

at the Risk [illegible] of the Cargo [illegible]

through Necessity [illegible] to the Coast of Coromandel and [illegible]

was bound from Sougha Harun, [illegible] the Replicant [illegible]

[illegible] Reflections and Arguments which are [illegible]

[illegible] the said Defendant further says that the [illegible]

only [illegible] the Commanders intention to Return to [illegible]

Savoy but the Protest does say that an Attempt was made [illegible]

that the Commander in the Vessell was obliged to bear away [illegible]

the Defendant [illegible]

Winds, The Defendant further says, that the Replicant has asserted in his Replication, that the said Snow, prosecuted as far as she was able the Voyage from the Port of Savoy towards Madras touching at the Carnicobars," Whereas in no part of the Protest or Declaration is there said, that this Vessell at the time she took her departure from Savoy was bound to Madras, only that she turned to the Nicobars there to take in the Coconuts she left there and in her Attempt to Return, she was obliged to bear away, Whereas had she been bound to Madras or the Coast of Coromandel, there was no occasion for her to bear away from the Nicobars or for the Commander to Declare the same, because the meaning of the Words, "bearing away" is the being under the Necessity of altering the Vessells Course from the one she was Originally intended to pursue, thereby avoiding some danger or difficulty she labours under. The Defendant further says, that he is sorry to observe, that the Replt. does not Stick so closely to the Words of the Protest and Declaration for the Replicant would Endeavour to make appear as if the Commander only intended to Return To Savoy or Pegue with his Cargoe Whereas it appears he actually did Attempt to Return but was prevented in pursuing such Attempt, The Defendant further says, that the Replicant does in his Replication admit, that if the Vessell was lost in her Attempting to Return to Savoy he had no Claim whatever on the Defendant, as the intention and meaning of the Policy was, that the last departure of the Snow from either the Port of Savoy or Pegue should be the Commencement of the Insurers risk had [illegible] the said Defendant might [illegible] she was but on her Attempt to Return to [illegible] the Court of Commander [illegible] in Command [illegible] Cargo [illegible] Captured and taken [illegible] and Understanding [illegible] had the Weather permitted the Commander would have [illegible] the said [illegible] further [illegible] has totally [illegible] her Capture [illegible] after the [illegible] had been Captured and taken [illegible] Pondichery where there was so great probability that the [illegible] have had some knowledge of the Capture [illegible] the Insurers by their [illegible] Policy of Insurance for the said Defendant and [illegible] by the [illegible] of the Agreement annexed to the [illegible] the said Defendant nor any of the Underwriters of the [illegible] have to this day set their Names.

All which Matters and things [illegible] to the [illegible] most humbly prays [illegible]

Chas. [illegible]

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# Interrogatories to be Administred to such Witnesses as shall be produced sworn and Examined in a certain Cause now depending in the Hon^ble the Mayor's Court at Madraspatnam, wherein Morgan Williams Esquire of Fort Saint George is the Complainant and Goculdoss Ragonadoss of Madras Merchant is the Defendant

On the Part and behalf of the said Complainant

Call the Witnesses — 1. Do you know the Parties, Complainant and Defendant, in the Title of these Interrogatories named, or either and which of them. How long have you known them, or either and which of them, Respectively. Declare the Truth and your knowledge herein

Mr Henry Du Puy — 2. Are you or are you not a Notary Publick by Authority duly admitted and Sworn and dwelling and practising in Madraspatnam. If yea, look upon the Paper Writing now produced and shewn to you at this the time of your Examination, purporting to be a Protest or Declaration of Henry Forbes formerly Chief Mate and late Commander of the Snow Triton; was such Paper Writing drawn up by you, Did you sign the same and affix the Seal of your Office thereto, Is your Name subscribed thereto of your own hand writing; And is the Seal affixed thereto the Seal of your Office. And did you draw up the said Paper Writing and sign the same and affix the Seal of your Office thereto at the express Direction and Request of the said [illegible] Henry Forbes [illegible] hand writing of the [illegible]

at the same time [illegible] Documents subscribed of the [illegible]

[illegible] do you believe or any and which

and which of them [illegible] according to the best of

[illegible] according to the best of your

Remembrance and Belief and the Truth declare

To Mr. Thomas Cooper } 1st [illegible] Henry Forbes [illegible]

at the Interrogatories [illegible] writing [illegible]

[illegible] the time of your Commission [illegible]

a Protest or Declaration of Henry Forbes formerly Chief

Commander of the Snow Tryton [illegible] did not the said

appear before you on or about the seventh day of April

year of Our Lord one Thousand seven Hundred and eighty

and severally declare Testify and [illegible]

[illegible] that the [illegible]

Declaration [illegible]

Henry Forbes subscribed his Name thereto [illegible]

Name thereunto subscribed of the proper hand writing of

Forbes. Did you [illegible] the same [illegible] Thomas Cooper

subscribed of your own hand Writing [illegible]

[illegible]

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To all the Witnesses } 4th and Last Interrogatory

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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 to the Benefit and Advantage of the Complainant in this Cause, besides what you have been interrogated unto? If yea Declare the same fully and at large, as if you had been particularly interrogated thereon.

Thomas Jones
Atty for Compl.t

On this thirty first Day of March in the Year of Our Lord One
Thousand Seven Hundred and eighty one before me Henry Dupuy Notary
Publick by Authority duly admitted and sworn, dwelling and practising in
Fort Saint George in the East Indies Appeared Henry Forbes formerly Chief
Officer and late Commander of the Snow Tryton and declared as followeth,
that is to say; that on the Sixth Day of August last past the said
Snow sett sail from Madras bound for the Nicobar Islands Tavoy
and back to Madras George Arbridge Commander, that on the Seventeenth
day of Month the upper part of the false stem gave away and were in
danger of losing the Masts which they were obliged to secure with
Tackles; on the twenty first Anchored off the Carnicobar but being a long
way off the Boats did not come off to them; on the Thirtieth went to
Terra Malacca where the Commander George Arbridge went on shore,
on the third and fourth of September it blowing hard the Snow was
drove

[illegible] safely [illegible]

[illegible] of the Island [illegible] in the fifth [illegible]

[illegible]

and for the [illegible] day [illegible] not [illegible]

out of Soundings and [illegible]

the Current was [illegible] and the Snow [illegible]

[illegible]

[illegible] probability of [illegible] the Island [illegible]

and agreed to bear away for [illegible] being [illegible]

on the fourteenth day of the Month the [illegible]

of the Island of [illegible] on the twenty [illegible]

Stores the Vessell and the [illegible] Declarant [illegible]

went up to Town [illegible]

proposed making a [illegible] Commander [illegible]

be Ready by the twenty fifth of October [illegible]

[illegible] of the Lascars refused to proceed on the Voyage [illegible]

[illegible] which obliged this Declarant to [illegible]

before the Governor [illegible] afterwards made a [illegible]

against the [illegible] for refunding [illegible]

which induced this Declarant to [illegible]

[illegible] the twenty [illegible]

from [illegible] for the Coromandel [illegible]

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Thousand Coconuts, the third of January in this present Year sailed from thence, but the Moon soon being too Strong and it Blowing fresh were Obliged to bear away for Madras, and on the fourteenth day of the same Month they made the land near Sadrass, but the Current setting Strong to the Southward they lost Ground every Tack, that on the Seventeenth of the same Month being short of provisions and Rice were obliged to run in For Pondicherry Roads not knowing but that place was in the hands of the English, the People being much fatigued and finding all his this Declarants endeavours to fetch Madras in Vain, and came to Anchor before Pondicherry about five o Clock in the Afternoon, the next Morning being the Eighteenth the Snow was boarded by a Number of Armed Men who came in Four Boats, who Seized this Declarant and carried him forcibly on shore, where he was kept close prisoner in a Malabar House not being Suffered to go over the Treshold of the door, and took out the Vessells Cargo with all the Stores and every thing belonging to this Declarant, and put them in a large Godown where they Remained till the English Army came to Pondicherry on the Seventh of February the day after Colonel Owen desired this Declarant to take everything again but at the time this Declarant was preparing to Secure the Cargo and other things belonging to the Snow an Alarm was beat at the English Camp and Colonel Owen and his Troops Marched directly out immediately after which a Number of People dressed like Malabars beset the Godown, who plundered and took every thing away, And this Declarant hath been informed that the said People were Hyder Ally's Sepoys in disguise And all this Declarant had left were the

[illegible]

Luis Anderson called as Witnesses to this Act in Fort Saint George on the day and Year above written.

Emanuel Luis Anderson
William Wood

(L.S.) H. Du Puy
Not. Pub.

Sworn to before me
this 7th day of April 1791.

Thos. Cooper
Alderman of Madraspatnam

This Paper Writing was shewn to Henry Dupuy and Thomas Cooper at the respective times of their Examination before me on the Part of the Complainant in a Certain Cause depending in the Mayor's Court of Madraspatnam wherein Morgan Williams Esquire is the Complainant and Gooroodoss Ragoonadoss is the Defendant On the 10th & 12th Day of September Anno Domini 1791.

Richd. Dighton
Examr.

Mayor's Court at Madraspatnam Between Morgan Williams Esqr. of Fort Saint George Complainant and Gooroodoss Ragoonadoss of Madras Merchant Defendant.

On the Part of the Complainant

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

Henry Du Puy one of the Attornies of the Hon.ble the Mayor's Court at Madraspatnam

[illegible] Aged [illegible] Years [illegible] being produced as a
[illegible] this Cause on the Part of the Complainant was on the [illegible]
1781 Signified at the Office of Mr Charles Bromley who [illegible]
by the Deponent [illegible] Servant who also left him
of the Name Title and Place of Abode of the said Defendant
[illegible] Sworn and Examined [illegible]

To the first Interrogatory this Deponent saith that he doth
Complainant Morgan Williams Esquire in this Cause and
hath so known him [illegible] Years and [illegible]
not know the Defendant Gooldoss Ragoonadoss in this Cause
more saith not to this Interrogatory
To the Second Interrogatory this Deponent saith that he
Publick by Authority duly Admitted and Sworn [illegible]
practising as [illegible]
at the time of the Execution [illegible]
a Protest or Declaration [illegible] formerly [illegible]
Commander of the [illegible] Deponent saith that
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

---

to this Deponents Office and more saith not to this or the last Interry.

Richd Dighton
Examr

Between Morgan Williams Esquire
of Fort Saint George Complainant and
Gooldoss Ragoonadoss of Madras Merchant
Defendant

Mayor's Court at Madraspatnam

On the Part of the Complainant

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

Thomas Cooper in Service of the Honble the United Company of Merchants of England Trading to the East Indies Aged 35 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 12th Day of September 1781 Signified at the Office of Mr Charles Bromley who is Attorney for the Defendant by Winmasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st ....... To the first Interrogatory this Deponent saith, that he doth know the Complainant Morgan Williams Esquire in this Cause, and that he hath so known him Eighteen Years or thereabouts but he doth not know the Defendant Gooldoss Ragoonadoss in this Cause and more saith not to this Interrogatory.

3rd ....... To the third Interrogatory this Deponent saith, that he is one of the Aldermen

[illegible]

[illegible] Complainant [illegible] Defendant [illegible]

[illegible]

Richd Lighton

Witnesses
Jagaraz Davy
&
Vedhavanadehlaker

Interrogatories [illegible]

[illegible]

---

Esquire is Complainant and Gocaldoss
Ragoonadoss of Madraspatnam Inhabitant
is Defendant
On the part and behalf of the Defendt.

Interry. 1st Do you know or Do you not know the Parties Complainant and Defendant in the Title of these Interrogatorys Named if yea, how long have you known them or either and which of them Declare

Jagarar Davy & Vedhavanadeh-laker

Ditto ... 2d ... Are you or are you not and been employed in the Business of a Broker or Agent for the purposes of Insuring Ships, Snows and other Vessells to and from the different Ports and Places in the East Indies, China Mocha and Judda if yea how long a time have you been so Employed - Was you or Was you not Employed by the above said Complainant Morgan Williams to Manage and get insured a certain Sum of Money in the Snow Triton George Asbrige Commander from the Port of Madras to Pegue and back to Madras, if yea, when and at what time and through whom, was such Application so made to you, Did you or did you not in Consequence of such Request or Application Offerr your-self to such Merchants and Traders Residing in and about Madras as you knew or deemed Underwriters to Policies of Insurances and whether the said Defendant Gocaldoss Ragoonadoss was not one of these persons you applied to on this particular Business, if Yea, Setforth the same to the best of your knowledge and belief, Did you or Did you not at this very time of your so applying make any and what Agreement to and with the above said Defendant Concerning the

[illegible] the said Snow [illegible] and whether [illegible]
[illegible] did you not [illegible]
the said Defendant and Sundry other persons to Underwrite [illegible]
said Morgan Williams [illegible] the Snow and Cargo [illegible]
which the said Defendant and the said several other persons
Underwrite the Policy intended to be [illegible]
of the said Complainant Morgan Williams of the [illegible]
not Remember the persons [illegible]
and the several other persons to the said Complainant [illegible]
present on the part of the Complainant [illegible]
and whom by Name to the best of your Remembrance [illegible]
belief and when Do you know or Do you not know whether
Complainant Morgan Williams did or did not propose to the
and the said Sundry other persons to Insure the [illegible]
Snow Triton from Madras to Pegue and from thence back to [illegible]
If Yea was such proposal made by the Complainant [illegible]
the Defendant and the said Sundry other persons [illegible]
whether did the Complainant make such proposal by [illegible]
Assistance of some person [illegible] and whom by Name [illegible]
Set forth and Declare Do you know or Do you not know [illegible]
Defendant and the said Sundry other persons did or did not [illegible]
[illegible] to Underwrite and [illegible] the Complainant [illegible]
the Voyage [illegible]

for his and their Refusal to Underwrite this Voyage and the purport of the same and whether you or any other Person then present did Interprete such his and their Objections to the Complainant and whether you do or do not believe that the said Complainant Understood the Meaning of such your Interpretation or of such Interpretation as was then made by any other person present particularly Declare and Setforth the whole that you know touching or Concerning this Interrogatory to the best of your knowledge Remembrance and belief

Interry. 3d. Do you know or Do you not know of any other and what application besides the one as mentioned in the proceeding Interrogatory was made to the Defendant and the said Sundry other persons to Underwrite for the Complainant on the said Snow Triton, if Yea, Was or Was not the Voyage Declared to be from Pegue or Tavoy direct to Madras or how otherwise Declare to the best of your Remembrance and belief and what was the Premium or how much per hundred was paid by the Complainant for this Underwriting Do you know or can you Remember or did you ever Declare on the Part of the Complainant Morgan Williams to the said Defendant and the said several other persons Underwriters to the said Policy of Insurance that this said Snow Triton was to have the liberty of touching and Staying at any of the Nicobars Islands or had the liberty of touching or Staying at any other Port or Place in her Voyage from Tavoy or Pegue to Madras if not whether you do or do not believe in your Conscience that the Defendant and the said several other

[illegible]

[illegible]

whether you [illegible]

[illegible] particularly [illegible]

Interrog. [illegible] [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Ditto 5th. Do you remember [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

and how you became [illegible]

Interrog. 6th. Do you know of any other Matter or thing [illegible]

Ditto … or can you set forth anything [illegible]

---

If Yea, Declare the same as you know have been informed or do believe together with the Reasons of such your belief as fully as if you had been thereunto particularly Interrogated.

Chas. Bromley
Atty. Defendt.

Mayor's Court at Madraspatnam

Between Morgan Williams of Fort Saint George Esquire Complainant and Goculdoss Ragoonadoss of Madraspatnam Inhabitant Defendant

On the Part of the Defendant

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

Jagasar Davy of Madras Broker Aged 40 Years or thereabouts being produced as a Witness in this Cause on the 6th Day of October 1781 Signified at the Office of Mr. Thomas Jones who is Attorney for the Complainant by Summoning my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st. To the first Interrogatory this Deponent saith, that he doth know the Complainant Morgan Williams in this Cause, and that he hath so known him Seven Months or thereabouts and that he doth know the Defendant Goculdoss Ragoonadoss in this Cause, and that he hath so known him Seven Years or thereabouts and more saith not to this Interrogatory.

2nd

[illegible]

converse with the Complainant on the Subject of the said Policy and
this Deponent saith that the Proposals for underwriting the said Policy
from Madras to Pegue and back again were made to said under-
writers by him at the desire of said Sheshachellum and the first proposal
made was from Madras to Pegue and back to which they would not agree
to underwrite on those Conditions as the Vessell had left Madras for
some time past, and this Deponent saith he informed one Veshava-
-nadah toker of this Objection but whether the said Veshavanadatoker
informed the Complainant or his Dubash this Deponent doth not
know but afterwards the said Veshavanadah toker desired this
Deponent to get the Snow Triton George Adrigo to be insured from
either Pegue or Tavoy to Madras. – and more saith not to this
Interrogatory. –

3. To the third Interrogatory this Deponent saith, that he doth not know
of any other Application (besides the one before set forth in his Deposition
to the Second Interrogatory) to the Defendant or any of the other
Underwriters and the Conditions of the Policy of Insurance on said
Snow Triton was from Pegue or Tavoy direct to Madras at the rate
of Seven p Cent premium, and this Deponent saith that at the
time he got said Policy of Insurance made Out and Underwrote
he Understood it was from Pegue or Tavoy to Madras direct as
did also the underwriters without any liberty to touch or Stay
at any Port or Island whatever and more saith not to this Interry –
4. –

[illegible]

234 (1061)

converse with the Complainant on the Subject of the said Policy and
this Deponent saith that the Proposals for underwriting the said Policy
from Madras to Pegue and back again were made to said under-
writers by him at the desire of said Sheshachellum and the first proposal
made was from Madras to Pegue and back to which they would not agree
to underwrite on those Conditions as the Vessell had left Madras for
some time past, and this Deponent saith he informed one Vesshava-
nadah toker of this Objection but whether the said Vesshavanadahtoker
informed the Complainant or his Dubash this Deponent doth not
know but afterwards the said Vesshavanadah toker desired this
Deponent to get the Snow Triton George Adrigo to be insured from
either Pegue or Tavoy to Madras — and more saith not to this
Interrogatory.

3rd 3. To the third Interrogatory this Deponent saith, that he doth not know
of any other Application (besides the one before setforth in his Deposition
to the second Interrogatory) to the Defendant or any of the other
Underwriters and the Conditions of the Policy of Insurance on said
Snow Triton was from Pegue or Tavoy direct to Madras at the Rate
of Seven p Cent premium, and this Deponent saith that at the
time he got said Policy of Insurance made Out and Underwrote
he Understood it was from Pegue or Tavoy to Madras direct as
did also the underwriters without any liberty to touch or Stay
at any Port or Island whatever and more saith not to this Interry

4th

4 [illegible]

5 To the fifth Interrogatory [illegible]

[illegible]

Veshavanadalvtoker of Madras Soucar Aged 22 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 3d Day of October 1781 Signifyed at the Office of Mr. Thomas Jones who is Attorney for the Complainant by Bemasiny my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1 To the first Interrogatory this Deponent saith, that he doth know the Complainant Morgan Williams in this Cause, and that he hath so known him Nine Months or thereabouts and that he doth know the Defendant Gocul Doss Ragonadoss in this Cause, and that he hath so known him from his Birth and more saith not to this Interrogatory.

2d To the Second Interrogatory this Deponent saith, that he is not employed as a Broker for the purposes of Insuring Ships and Vessells to and from different Ports and Places in the East Indies Mocha or Juddah, but that about Seven Months ago Shashchillum Dubash to the Complainant desired him to get Insured the Snow Triton George Aitbridge Commander from Madras to Pegue and back again and this Deponent saith that he accordingly applied to Jagashur Davys an Insurance Broker to get the same Effected, and the said Jagashur Davys desired this Deponent to take him to the Complainants House that he might have this Business explained as he the said Jagashur Davys did not properly comprehend this Deponent and this Deponent accordingly did carry the Broker to the Complainant House, where the Dubash of the Compl.

Complainant then was and the said Dubash Shashachellum de[illegible] the Broker to get the Snow [illegible] George Aldridge insured from [illegible] to Pegue and back again and the said Broker took down the Polic[illegible] and went away and said he would [illegible] enquire about it [illegible] Day the said Broker told this Deponent that as the Vefsell had [illegible] along while from Madras the Underwriters would not agree to [illegible] said Vefsell from Madras to Pegue and back again, but that they [illegible] Insure her from Pegue or Tavoy direct to Madras of which the [illegible] Broker desired this Deponent to inform the Complainant as [illegible] not able to go to the Fort himself and this Deponent accord[illegible] did then the Name of Shashachellum [illegible] to the Complainant [illegible] above and the Complainant said that he should be glad [illegible] get the said Vefsell insured from Madras to Pegue and back [illegible] to Madras and this Deponent said the underwriters would not agree to insure from Madras to Pegue and back again [illegible] which the Complainant said very well if they do not agree to [illegible] from Madras and back again get the Vefsell insured from Pegue [illegible] Tavoy to Madras and at the same time the premium [illegible] at [illegible] per Cent and this Deponent accordingly desired the Broker to get the Snow [illegible] George Aldridge insured from Pegue or Ta[illegible] to Madras direct and the Broker accordingly got the different Under[illegible] writers to sign a Policy of Insurance to the Amount of five thousand [illegible] and five hundred [illegible]

Commander from Pegue or Tavoy to Madras direct and the said Broker gave this Deponent the said Policy which he Accordingly delivered to Shashachellum Dubash to the Complainant in these Interrogatories named and the said Dubash desired this Deponent to read and Explain the same to him which this Deponent Accordingly did to the best of his knowledge and the said Dubash said it was right, upon which this Deponent asked for the premium which the said Dubash Shashachellum paid to this Deponent gave the same to the Insurance Broker and this Deponent further saith that he informed the said Dubash Shashachellum that it was expected for the Guzerat Policy of Insurance (that the Underwriters would sign to an English Policy of Insurance and he asked him whether he would give him an English Policy of Insurance to which the said Dubash said he would give an answer tomorrow and this Deponent saith that he asked the said Dubash the Next Day when he said there was no Occasion for English Policy of Insurance — And more saith not to this or any of the other Interrogatories —

Richd. Dighton

Exam'd.

(1064)

Mayor's Court at Madraspatnam

Tuesday the 13th day of
Anno Domini 17

Present

Mr. James Call Senior Alderman
Edward John Holland and Thomas Cooper
Aldermen

Between Alexan Cuthbert
of Fort St George Complainant
[illegible] Kistnamah [illegible]
Inhabitant Defendant

This Cause Coming on to be Heard and this Day in the Presence of the Attorneys on both Sides [illegible] the Complainant's Bill with Copy of an Account [illegible] the Pottah Annexed, The Defendant's Answer with two [illegible] Annexed, The Replication, The Rejoinder, The Interrogatories and Depositions on the Part of the Complainant with a Original of Insurance Annexed, The Interrogatories and Depositions on part of the Defendant &c. Hearing the [illegible] the Attorneys and on due Consideration had thereon This Court think fit to Order and Decree and doth Accordingly Order [illegible] that the Complainant's Bill [illegible] Order

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237 (1065)

Filed the 12th May 1781

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

Humbly Complaining sheweth unto this
Hon'ble Court Your Orator Alexander Cuthbert of Fort Saint George
Esquire That Caraty Kistnamah Naick of Madras Inhabitant
Stands Indebted unto your Orator in the full and Just Sum of
One Hundred and thirty two Pagodas thirty three fanams and forty
Eight Cash Current Money of Madras Making in Sterling
Money of Great Britain at the rate of Eight Shillings for Every
Pagoda the Sum fifty three Pounds Two Shillings and three pence
or thereabouts as will more fully and at large Appear by the Copy of
an Account hereunto Annexed for the inspection of this Hon'ble Court
and which it prayed by your Orator to be taken as part of this his
Bill of Complaint and your Orator further Sheweth unto this
Hon'ble Court that he hath frequently and in a friendly Manner
requested Payment of the said Sum of One Hundred and thirty
two Pagodas thirty three fanams and forty Eight Cash

But now so it is and May it Please this
Hon'ble Court the said Caraty Kistnamah Naick Obstinately
and wilfully refuses to pay the same or to give your Orator any
manner of Satisfaction touching the premises your Orator prays
a general Relief such as to this Hon'ble Court shall appear agreeable
to Equity and good Conscience To the End therefore that the Said
Caraty Kistnamah Naick may upon his Corporal Oath full true
direct

(1066)

and and forfeit thereon made to all and singular the and things herein before Asserted and Alledged as fully truly and effectually to all Intents and purposes as if the same were h again repeated and particularly interrogated and that he m be Decreed to pay unto your Orator the aforesaid Sum of O Hundred and Thirty two Pagodas Thirty three fanams a forty Eight Cash with all such Interest as now is or sha hereafter become due thereon also All Costs of this Suit

May it Please this Honble Court to the said Carody Ristnamah Naick to be Summoned by the Sheriff of Fort St George Town of Madraspatnam and Limits thereof personally to be and Appear before this Hon at a Certain time and place to be by this Honble Court and Appointed then and there to Answer this your Or Bill of Complaint and further to stand to and abide Order and Decree therein as to this Honble Court shall meet.

Popham
Atty for Co

12th May 1781
This Bill was shewn to me this the Day of Assignment Let a Summons issue returnable Next Court Day
B Roebuck
Mayor

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238 (1067)

Dr. Alexander Cuthbert in Account with Caraty Kistnamah Naick Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1780 June | 15th | To Long Cloth Fine Sold to you 36 Covids 10 ps @ 12 Pagodas | 120. – – | 1781 May | 5th | By Ballance due | 132.33.42 |
| 1781 May | 5th | To Interest On Do from 15th June 1780 to this Day is 10 Mo 20 Ds @ 12 pr Ct pr Annum | 12.33.42 | | | | |
| | | Pagodas | 132.33.42 | | | Pagodas | 132.33.42 |

Madras 5th May 1781
Errors Excepted
pr Alexander Cuthbert
A true Copy
Popham

(1068)

Mayor's Court at Madraspatnam } { Tuesday the 25th Sept. Anno Domini 1781

Present

Mr James Call Senior Alderman
Edward Garrow and Robt. Dunc Ald
Aldermen

Between Alexander C
of Fort Saint George Esquire
ant and Ramah Pillah
tant of Madras Inhabitant
Defendant

The Defendant by his Attorney
Jones being in Court and Acknowledging the Justice of
plainants Demand This Court doth therefore think fit
Order and Decree and doth Accordingly Order and Decree
the Defendant shall pay unto the Complainant the
and Just Sum of One Hundred and Thirty Six Pagodas
thirty three fanams and forty Eight Cash of Pags. 136.33.48
together with such Interest as now is or shall hereafter be
due thereon untill full Payment be made also all Costs of
Suit.

of Cur

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2039

(1069)

Filed 24th Sept. 1781.

To the Hon'ble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon'ble Court your Orator Alexander Cuthbert of Fort St George Esquire That Ramah Pillah also of Madras Inhabitant stands Indebted unto your Orator in the full and Just Sum of Fifty Eight Pagodas Ten fanams and Sixty Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Twenty three Pounds Six Shillings and Two Pence or thereabouts as will more fully and at large appear by the Copy of an Account hereunto Annexed for the instruction of this Hon'ble Court and which is prayed by your Orator to be taken as part of this his Bill of Complaint and your Orator further sheweth unto this Hon'ble Court that he hath frequently and in an amicable manner requested Payment of the said Sum of Fifty Eight Pagodas Ten fanams and Sixty Cash

But now so it is and may it Please this Hon'ble Court the said Ramah Pillah Absolutely and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the premises your ~~Orator prays agreeable~~ Relief such as to this Hon'ble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Ramah Pillah may upon his Corporal Oath full ~~[illegible]~~ and perfect Answer make to all and Singular the Matters and things herein before respectively and distinctly fully truly and Eff

to all Intents and purposes as if the same were enumera

and particularly Interrogated and that he may be Comp

payment unto Your Orator the aforesaid sum of Fifty Eight Pag

Ten fanams and Sixty Cash with all such Interest as

or shall hereafter become due thereon also all Costs of

May it Please this Worshipful Cour

Cause the said Kunnah Pillah to be Summoned and req

by the Sheriff of Fort St. George Town of Madraspatnam and

Districts thereof personally to be and appear before this Wo

Court at a Certain time and place to be by this Worshipful C

prefixed and appointed then and there to Answer Your

Orator's Bill of Complaint and further to stand to and ab

by such Order and Decree herein as to this Worshipful Co

shall seem Meet

Popham
Atty. for Compl.

24th Septr. 1781
This Bill was shewn to me between the
days of Adjournment Let a Summons
Issue Returnable the next Court Day [illegible]
Jas. Call
Senr. Alderman

Kunnah Pillah Dr.

To Alexr. Cuthbert Esqr. for a Bill to you as Rupees 136[illegible]
or Ps. 52. 18. 60 [illegible] Interest [illegible] Ps. 58.10.60

Madras
13th July 81

Above Copy for Alexr. Cuthbert

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Mayor's Court at Madraspatnam

Tuesday the 20th Day of Novr. Anno Domini 1781

Present

Mr. James Call Senior Alderman
Edward Garrow and Robt. Dunc. Munro
Aldermen

Between Alexander Cuthbert
of Fort Saint George Esquire Complain
ant and Kunnah Pillah of Madras
Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have Expired for the Defendant to Answer the Complainant's Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Fifty Eight Pagodas Ten fanams and Sixty Cash (Pagodas 58.10.60) together with such Interest as now is or shall hereafter become due thereon untill full Payment is Made also all Costs of this Suit

J. Call

(1072)

Filed 12 May 1781

To the Hon'ble the Mayor's
Court at Madraspatn

Humbly Complaining Shew
unto this Hon'ble Court your Orator Cuthbert Fenwick by
Attorney Sheweth That Thomas Cockburn stands ind
unto your Orator in the full and Just Sum of One hund
Two Pagodas and thirty four fanams Current Money of Ma
making in Sterling Money of Great Britain at the rat
Eight Shillings for every Pagoda the Sum of Forty one
Two Shillings or thereabouts as will more fully appear
an Account hereunto Annexed for the satisfaction of the
Court and prayed by your Orator to be taken as part of this
Orators Bill of Complaint and your Orator further Sheweth
hath frequently and in an amicable manner requested pay
of the said Sum of One hundred and Two Pagodas and thi
four fanams

But now so it is and may it Please
Hon'ble Court the said Thomas Cockburn Obstinately and
refuses to pay the same or to give your Orator any reason
satisfaction touching the premises your Orator prays
such as to this Hon'ble Court shall appear Agreeable to Equity
and good Conscience To the End therefore that the said Thomas
Cockburn may upon his Corporal Oath full true direct
Answer make

241 (1073)

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 Two Pagodas and thirty four fanams
with all such Interest as now is or shall hereafter become due thereon
also all Costs of this Suit

May it Please this Hon'ble Court to Cause the said
Thomas Cockburn 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 Hon'ble Court at a Certain
time and place to be by this Hon'ble Court prefixed and appointed
then and there to Answer this your 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

S. Popham
Attorney for Complainant

12th May 1781
This Bill was shewn to me between
the Days of Adjournment Let a Summons
issue returnable Next Court Day

B. Roebuck
Mayor

Mr. Thomas Cockburn Dr.

| | |
|---|---|
| To Freight for 10 Tubbs of Sugar Candy | 35 |
| To Do. 6 Chests of Tea | 48 |
| To Do. 1 Box of Silks | 12 |
| | 34 |
| | 95.34 |
| Boat hire and Charges Landing | 7 |
| Freight for 2 Tubbs Pag. | 102.34 |

Fort St. George
February 1781

for Captn. Fenwick
T. Meares

A true Copy S. Popham

Filed 15 June 1791

The Answer of
Commander in the Service of the
the United Company of Merch
England Trading to the East
and a Servant of said Com
Defendant to the Bill of Comp
of Cuthbert Fenwick Esquire
Attorney Thomas Mangl
aforesaid Complainant

This Defendant now and at all times
saving and reserving to himself all and all Manner of Benefit
of Exception that may be had or taken to the many Errors Insuff
and Manifest Insufficiencies and Imperfections in the said Comp
said Bill of Complaint contained, for Answer thereunto or un
much thereof as this Defendant is advised is Material for
him to make Answer unto, he doth Answer and say that
to be indebted unto the Complainant in the Sum of One h
and two Pagodas and thirty four fanams, as is most unjust
erroneously stated and set forth in the said Complainant's
of Complaint. But this Defendant doth admit that he is
to the said Complainant in the Sum of Thirty three Pagod
four fanams, being the Amount of the freight for Goods consig
this Defendant and brought by the said Complainant from C
on board the Success Galley which he the said Complainant Com
and that this Defendant ever has been and now is ready to pa

for the freight of the said Goods. This Defendant for further Answer saith,
that he received a Letter by his Majesty's Ship Sea Horse, from his,
this Defendant's Correspondent in China, informing him, this Defendant,
that Goods, Consisting of Tubs of Sugar Candy, Boxes of Tea, and Silks,
to the Amount of Two hundred and fifty Pagodas, making in Sterling
Money of Great Britain at the Rate of Eight Shillings for Every Pagoda
the Sum of One hundred Pounds, were Shipped on board the Success
Galley, Captain, Fenwick, Consigned to this Defendant, a Copy of an
Extract from which Letter Marked A is hereunto Annexed for the
Inspection of this Honble Court and which this Defendant prays may
be admitted as part of this his Answer. And this Defendant further
saith that on the arrival of the said Ship, this Defendant did apply
to Captain Fenwick the said Complainant, for the Delivery of the
said Goods and desired that a Bill, for the freight thereof might be
made out and sent to this Defendant. This Defendant further saith,
that on Inspecting the Bill for the said freight, a Copy of which is
Annexed to the said Complainant's said Bill of Complaint, this
Defendant was very much Surprized to find that the said Complainant
had made so exorbitant, unordinary and even unheard of a Charge,
as that exhibited in the said Complainant's said Bill for freight,
particularly as this Defendant well knew that the Terms on which
the Ships of the former Season had brought Goods, were so much lower,
and that there was no Cause whatever for Demanding more for freight
this Season than for the former. This Defendant further saith, that
being unwilling to Depend entirely upon his own Judgment
Inspecting the propriety of the said Complainant's said Charge, this
Defendant

Defendant did presume to say the said Complainant
Answer relative thereto, apply to several persons conversant
rates of freightage, particularly to that of Messrs. further Cha
Dunn; and was informed that the Charge of Several Con
was for its exorbitancy totally unprecedented and shamef
that no kind of plea whatever could be alledged in suppo
such an Unreasonable Demand, which was founded
tice and exacted from principles of Avarice. This D
further saith, that the Customary Rates of freightage
last Season were, for Silk, Six per Cent, for Sugar Can
Cent, and for Tea, Fifteen p. Cent, and that no person
said Complainant, ever thought of Demanding more
Defendant therefore could not, consistently with that
he owes himself and that Duty which he owes to M
at large, patiently submit to such an Extravagant
Imposition and Extortion, &c. this Defendant therefo
to Discharge the said Complainant's said Charge
more fully and at large appear by a Copy of a Lett
B wrote by this Defendant to the said Complainant
Annexed for the inspection of this Hon'ble Court and which
Defendant prays may be admitted as part of this his Answ
Defendant further saith, that Several Letters in this
passed betwixt him, this Defendant, and the said Compl
Copies of which, Marked C.D.&E. are hereunto ann

prays may be taken likewise be admitted as part of this his Answer.
This Defendant further saith, that in consequence of this Defendant's
absolute Refusal to discharge the said Complainant's said Bill of
the said Complainant has, by his Attorney Commenced a Pros-
ecution and filed a Bill of Complaint against this Defendant in this
Hon'ble Court for the Recovery of the Amount of the said Bill, being
One hundred and two Pagodas and thirty four fanams, which is
upwards of forty per Cent, instead of fifteen, on the Value of this Defendant's
said Goods; This Defendant further saith, that the said Complainant
has been very partial in his Demands for freight, having (as this
Defendant doubts not being able to prove at a proper time) charged
and Received from several persons the Customary freightage of
fifteen per Cent, whilst he has charged this Defendant and several
other persons, Upwards of forty per Cent; How to Account for such
Conduct is both easy and obvious, Equity and Justice seem to have
no share in it, else to other, but not Superior, Motives, that the Com
must be imputed, and if the said Complainant should Remain
long under the Dominion of such principles, deeds similar to this
will not be Novelty in this Hon'ble Court. This Defendant further
saith, that so far was the said Complainant himself from Supposing
that such an increase of freight would be acceded to, by the Factors
and Agents in China, that he never mentioned an Intention
of Altering the Customary Rates of freightage, a Stronger proof of
which Cannot be given, than by informing this Hon'ble Court
that the Complainant himself signed proposals for freightage at

all the Customary tale, a Copy of which is marked **F** a [illegible]
for the inspection of this Honble Court and which this Defend[ant]
may likewise be admitted as part of his [illegible] Answer [illegible]
further saith, that he trusts this Honble Court will in their
interpose, and for some equitable remedy to the [illegible]
Conscience of the said Complainant, that he should allege
know, that these [illegible] when on freightage [illegible]
to the Arbitrary and unconscionable Taxation of [illegible] Comman[der]

All which matters and things this Defend[ant]
ready and willing to aver maintain and prove as this Hon[ble]
shall direct, and humbly prays to be hence dismissed with
his Costs and Charges in this Suit, as a [illegible]
he has in this behalf most wrongfully sustained.

Sworn to before me
this 12th June 1785

Thos. Cockburn

[illegible] Call
[illegible] Alderman

Thomas Jones
Atty for Defendt.

## A

Extract of a Letter received from Mr. Cox of the [illegible]
on the goods from China [illegible] to Him dated Canton [illegible]

I take the Opportunity of Captain Fenwick [illegible]
to inform you that by Captain Fenwick in the [illegible]
You will receive these Sugar and Silks to the amount of [illegible]
Hundred Pounds.

Above Extract   Thos. Cockburn

A true Copy
Thomas Jones
Atty for Defendt.

---

## B

Copy of a Letter sent to Captain Fenwick

Sir

Having inquired what the usual freight from China has been for these two Years past, I find only 15 p Ct. Charged on the prime Costs of Sugar Candy 12 Do. on Tea, & 6 on Silks that being the Case I Cannot think of Discharging such an unreasonable Demand as the Enclosed Account.

I am
Sir
Your most Obedt. Servt.
Thos. Cockburn

A true Copy
Thomas Jones
Atty for Defst.

## C

Copy of a Letter from Captn. Fenwick to Mr. Cockburn

Sir

My Demands are adequate to the Expences of Equipping and Manning the Ships for the Safety of the property on Board, which the Ships did not do that you allude to & my Charge is agreeable to my Declared intentions at China, what other Ships took Goods for last Year is no precedent for this, nor can any man Judge of my Expences and Risk, but myself. I never Solicited for your freight [illegible] it was a Matter of favor that I took it at all, as there was no other Ships for this place and of course my Advantage in small freight has no Right to be carried at the same rate [illegible] Capital Traders Goods are taken at no more than a person letting by [illegible] will [illegible] of the whole Sale price. I am
yr. Humble Servt.
C. Fenwick

April 6th 1785

A true Copy
Thomas Jones
Atty for Defst.

(1078)

the Customary [illegible] a Copy [illegible] marked F

for the [illegible] [illegible] Court [illegible]

[illegible] [illegible] a [illegible] of [illegible]

further saith that he [illegible] the said Cockburn

[illegible] [illegible] and [illegible]

Concerning of the said Consignment, [illegible]

[illegible] [illegible] [illegible]

to [illegible] and an unreasonable [illegible]

All which [illegible]

[illegible] [illegible] [illegible] and [illegible]

[illegible] and [illegible]

[illegible] Costs and Charges [illegible]

he has [illegible]

Sworn to before me
this 12th June 1781

Tho. Cockburn

W. Call
[illegible] Alderman

Thomas Jones
[illegible]

A

[illegible] of a Letter [illegible] from Mr. Cockburn
on the goods from [illegible]
[illegible]
to [illegible]
[illegible] the Sugar and Silk [illegible]
Hundred Pounds

[illegible] Tho. Cockburn

A true Copy
Thomas Jones

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(1079)

B

Copy of a Letter sent to Captain Fenwick

Sir

Having enquired what the usual freight from China has been for these two Years past; I find only 15 p Ct. Charged on the prime Cost of Sugar Candy 12 Do. on Tea, & 6 on Silks—that being the Case I Cannot think of Discharging such an unreasonable Demand as the Enclosed Account.

I am
Sir
Your most Obedt. Servt.
Thos. Cockburn

A true Copy
Thomas Jones
Atty for Deft.

C

Copy of a Letter from Captn. Fenwick to Mr. Cockburn

Sir

My Demands are adequate to the Expences of Equipping and Manning the Ships for the Safety of the property on Board, which the Ships did not do that you allude to & my Charge is agreeable to my Declared intentions at China; what other Ships took Goods for last Year is no precedent for this, nor can any man Judge of my Expences and Risk, but myself. I never Solicited for your freight and it was a Matter of favor that I took it at all, as there was no other Ship for this place and of course my Advantage in small freights has no Right to be carried as the same rate the Capital Traders Goods are taken at, or more than a person Selling by Retale will Accept of the whole Sale price. I am

yr. Humble Servt.
C. Fenwick

April 6th 1781

A true Copy
Thomas Jones
Atty for Deft.

## D

Copy of a Letter from M^r Cotham to Captain Fenwick

Sir

[illegible] Bill [illegible] for [illegible] my Hand

Bill of [illegible] Come [illegible] my friends [illegible] you think proper

Your most Obed^t Hble Serv^t
Tho^s Cotham

Fort St George
2^d April 1781.

A true Copy
Thomas Jones
Atty for Deft

## E

Copy of a Letter from Capt^n Fenwick to M^r Cotham

Sir

Being informed that you have declared that you will not pay my freight this is to inform you that I shall [illegible] immediately for it and that you may not be Deceived by [illegible] Copies for you by a Letter that has left the Settlement [illegible] I have not [illegible] in my Bill [illegible] to acquaint you of [illegible] that these terms were given to [illegible] passage to get one hundred and fifty Chests of Raw Silk [illegible] that 5 p Ct the Value of the Cargo Shipped was to have [illegible] would be Considered [illegible] a proof of these terms [illegible] M^r [illegible] Mess^rs [illegible] and M^r [illegible] as well as the [illegible] of all the Armenians here [illegible] Rates [illegible] these terms that you would make [illegible] to Avail yourself of a [illegible] my Duty to [illegible] to the [illegible] I have [illegible]

by Numberless intreaties prevailed on to Receive the Paltry freight of private persons who Expected to have taken on Board at the same Rate that the Merchant has it had I Suspected who I had to deal with the Goods should not have been Delivered untill the freight had been Received but I Imagined I had to deal with People incapable of such ungenerous treatment I have put myself in a way of being imposed on

Your Humble Servant
C. Fenwick

April 7^th 1781.

A true Copy
Thomas Jones
Atty for Deft

P.S. I have sent your Bill for your final Answer

## F

Proposal of Freight to Captain Fenwick on the Success Gally Bound to Madras by the Armenian Gentleman and Others that may send Freight as follows Viz

| | |
|---|---|
| Tutenague | 5 p Cent |
| Allum | 20 Do |
| China Ware Coarse | 15 Do |
| Sugar Candy | 12 Do |
| Tea Hyson | 10 Do |
| Coarse Tea | 15 Do |
| Wrought Silks | 5 Do |
| Do Raw | 6 Do |
| Furniture | 20 Do |
| Nankin Cloth | 10 Do |
| Painted Paper | 10 Do |
| Tutu Pearl | 8 Do |
| China Root | 20 Do |
| Gum | 20 Do |
| Salt | 7 Do |
| Fine China Ware | 10 |

Signed Cuthb^t Fenwick

A true Copy
Thomas Jones
Atty for Deft

Filed 28 July 1778

The Replication of [illegible]
Samuel [illegible] Albany [illegible]
Complainant to the Answer of
Cuthbert [illegible] Defendant

This Replicant now and at all times h[illegible]
saving and reserving unto himself all and all Manner of
Advantage of Replication to the many Errors Insufficiencies
fections in the said Answer contained for Replication
that his Bill of Complaint against the said Defendant
singular the Matters and things therein contained are g
and Sufficient in the Law to be Answered unto in
and form as the same are therein and thereby set forth
and that the said Answer is very untrue and insufficient
and for further Replication to the said Answer of the
this Replicant saith that the Terms of the Ships of the fo
ought in no wise to concern this Replicant in his Charge f
nor doth it either concern this Replicant or affect his Claim
Defendant what engagements the Defendant might have made
he might have had therein or to whom he applied for
it being the only immediate concern of this Replicant to p
Satisfaction of this Honble Court that under all the Circum
of his Situation he deserved and ought of Right to have
said Defendant the full Amount of his this Replicants D
as Annexed to his Bill of Complaint with Interest and
are therein Prayed for and this Replicant further saith
[illegible]

to the said Defendants said Answer and the reduced rates of charge that
appear therein can by no means operate to the Prejudice of this Replicant
or give any reasonable ground for making the least deduction whatever
of this Replicants Claim on the said Defendant for freight for even had
such proposals been made the same was for the particular and Special
purpose of engaging freight in Raw Silk and such terms were offered
and given to an Armenian only on his undertaking to procure One
Hundred and fifty Chests of Raw Silk and on the further Condition
of his getting such Cargo as that the Two thirds of the value thereof should
be in such Silk and as an instance that such was not considered to
reach beyond the aforesaid particular purpose but was confined thereto
alone different Persons have for freight taken in at that time paid this
Replicant different rates far above the Terms of the said pretended proposals
and this Replicant further saith that the said Defendants Attempts to
deprive or keep from this Replicant what he so reasonably deemed to
have on Account of such Freight under such evasive Arguments as
he was call upon him this Replicant to shew to this Honble Court that
the Rate of Freight or terms on which the Ships of the former or of any
other Season brought goods from China should by no means settle this
Replicants claim on the said Defendant as a distinction in Rate is
always made between small parcells sent by Correspondents to their
friends and that of great quantities of Merchandize sent from Merchant
to Merchant and this Replicant independent of this well known dis-
tinction claims to himself a preference to which no other Ship of this or
any former Season have a Right Namely that of this Replicants Ship
being fitted out at an Extraordinary Expence and in such Manner
as

as to Enable him to defend and protect the property in his ch
an Enemy as this Replicant hath setforth in his Letter ma
and E which the Defendant made apart of his Answer and th
Letter this Replicant prays leave to refer And this Replicant
that he Actually put himself to an inconvenience in taking
such the Defendants small Parcels this Replicant being pr
at the pressing Instance of the Correspondents of the Defendant
Replicant further saith that being employed in freighting the
Merchants from Madras to China and back again and hav
the Custody of such Merchants the Principal Parts of the
as Commander of the said Ship the [illegible] Gally This Re
considers himself bound by Every Principle of Honor and G
promote the Benefit of his Employers by not giving unto any
an Opportunity of availing himself of a Private supply of
China a price lower than that at which the Merchants co
all And this Replicant saith that in the Calculating his fre
on such Goods and in the like Quantities as he brought for the
he made no greater Charge than that which of Right he thou
would make them come nearly equal to their prices here from the
this Replicant therefore humbly Submitteth to the consideration of
Court that for the Reasons above setforth and more especially from
to the general Interests of those Merchants to whom China Trade
the General Articles of Consumption in the Colony the Individuals
indebted for their Amount besides this Replicant ought to have Re
for the Amount of freight as charged by this Replicant in his Account
annexed to his [illegible]

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All which matters and things this Replicant is Ready and willing to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill of Complaint he hath already prayed.

Popham
Atty for Replt

14th Augt 1781

The Rejoinder of Thomas Cochlan Esquire in the Service of the Honble the United Company of Merchants of England trading to the East Indies and at present of Fort St George Defendant to the Replication of Cuthbert Fenwick Esquire by his Attorney Thomas Marr Complainant

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and advantage of Exception that may be had or taken to the many Errors Uncertainties and Manifest Insufficiencies and Imperfections in the said Complainants said Replication contained, for Rejoinder thereunto or unto so much thereof as this Defendant is Advised is Material or Necessary for him to Rejoin unto he doth Rejoin and say that his Answer to the Replicants Bill of Complaint and all and singular the Matters and things therein contained are good, true, certain and sufficient in the Law to be Replied unto in such Manner and form as the same are therein and thereby setforth and Alledged, and that the said Replication of the said Complainant is very uncertain, evasive, and insufficient. — This Defendant doth still absolutely

deny that he doth stand justly and truly indebted unto the said Re
the Sum of One hundred and two Rupees and thirty four fanams as is
wrongfully stated and setforth in the said Replicants said Replication
this Defendant doth admit, as in and by his Answer he hath already
that he doth stand indebted to the said Replicant in the Sum of
Rupees and twenty two cash, which is the Amount of the freight of the
Goods according to the usual and Customary rates of freightage, that
Defendant knows of no reason, nor has the said Replicant in his said
shewn any, why, this Defendant should pay to the said Replicant
price that was paid to any other Captain for freight during the late
at which time; it being almost a long time of open hostilities, very
for Advance of freight, on that Account, would operate equally on
present. But this Defendant apprehends in the present Instance
ever of that kind, could not possibly have any weight, as the said
he took this Defendants Goods on board his Ship at China, did not
a single syllable to this Defendants Correspondent respecting an
freight, so that by his own Silence on that Subject and his acquies
the things on board, he has absolutely bound himself to take what
to be the Customary rates of freightage. This Defendant further saith
Common Carriers, under which denomination all Captains of Merchant
carrying Goods for freight come; are bound to abide by the usual and
rates of carriage, nor can they demand more than such customary
not having publickly apprized every one of the Alteration by an Advertise
the publick Papers, or the Circulation of Hand Bills for that purpose
one may know the Terms upon which they send their Goods and may
Opportunity of determining

as would be Advantageous to them to accede to. This Defendant further saith, in Answer to the said Replicants assertion, that he, the said Replicant, had Received from different persons different Rates of freightage for above the Terms of the Proposals, annexed by this Defendant to his Answer, that he, this Defendant, can very readily believe that the said Replicant is capable of making different Charges to different Persons for the freight of the same Articles, but that such conduct is fraught with Imposition and Repugnant to every principle of Equity and Justice, every one must allow, and therefore it is incumbent on every individual, who feels its oppression, to Oppose and withstand to the utmost of his power and Abilities. This Defendant further saith, that the said Replicant has Received from several persons in this Settlement for the freight for their Goods precisely the same rate of freightage as this Defendant tendered the said Replicant which the said Replicant Refused and which this Defendant has paid to the Register of this Hon'ble Court, and this Defendant humbly conceives, that the said Replicant can have no Right whatever to Demand more from this Defendant, than what he, the said Replicant has Received of other persons.

For all which Reasons setforth and alledged by this Defendant he is of Opinion, that the said Demand of the said Replicant is unjust and illegal. And in Regard to any other Matters or things setforth and Alledged in the said Replication, to which this Defendant hath not particularly Rejoined, he, this Defendant, saith, that the same is very uncertain, evasive, and insufficient for him to make any other or further Rejoinder thereto.

All which Matters and things this Defendant is ready and willing to aver maintain and prove, as this Hon'ble Court shall direct and humbly prays as in and by his said Answer he hath already prayed.

Thomas Jones
Atty for Deft.

(1088)

Interrogatories to be Administ
to Witnesses to be produced Sworn & ex
in a Certain Cause now depending in
the Mayor's Court at Madraspatnam w
Cuthbert Smith by his Attorney
is the Complainant and Thomas Coll
the Defendant

On the part and behalf of the Compl

To all. 1st .... Do you know the Parties Complainant and Defendant in the title of these Interrogatories named or either and which of them, If yea how long have you so known them or either and which of them Declare —

To Alexr Brodie
Samuel Ashworth
Nathaniel Bacon } 2d — Had you ever and when any and what Goods wares or Merchandise which came from Canton in the Ship Success Galley whereof the Complainant named in the these Interrogatories was and is Commander, If yea look at the writing now produced and shewn to you at the time of your marked with the Letter B and purporting to be a List of such or Parcels which had come from Canton to you and to others on the Ship Success Galley and of the rate of freight for each Article did you or did you not pay the Complainant or whom else for Rate of freight as charged thereon Declare —

To Alexr Brodie .... 3d — Look at the Paper writing now produced and shewn at this the time of your Examination marked with the Letter C and purporting to be a Letter Complainant named in the

(1089)

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of these Interrogatorys is, or is not the same in the Words and Figures thereof of your hand writing and did or did not the same relate to the Rate of freight on certain Articles you received from China on the said Ship the Success Galley —

Thomas Davis .... 4th — Were you or were you not in Canton in the Month of October last past and which was in the Year of Our Lord One thousand Seven hundred and Eighty and was or was not the Complainant there at the same time, If yea, had you or had you not or had any one else in your hearing any Coversation with the said Complainant on the Subject or freight or of Charges for freight on goods or Parcels intended to have been taken on board the Success Galley from Canton to Madras If yea Declare the same to the utmost of your recollection —

To all .... 5th — Do you know of any other matter or thing or have you heard or can you Setforth any thing touching or concerning the Matters in question in this Cause that may tend to the benefit and Advantage of the said Complainant towards and besides what you have been before Interrogated, If yea, Declare the same fully and at large as if you had been thereunto particularly Interrogated thereto —

Popham
Atty for Complt.

| | Ps. |
|---|---|
| To freight for 10 Tubs of Sugar Candy | 35 |
| To Do. .... 6 Chests of Tea | 48 |
| To Do. .... 1 Box of Silks | 12 |
| Boat hire and Charges Landing | 24 |
| Freight for 2 Tubs | 7 |

Sept. 1781 —

This

(1090)

This Paper writing marked B was shewed to [illegible] at the respective times of their Examination before me in the said and in a Cause depending in the Hon^ble the Mayor's Court of wherein Cuthbert Fenwick by his Attorney Thomas Mears is Compl and Thomas Cockburn is Defendant on the 27th Day of October Anno Domini 1781.

Rich^d Dighton
Exam^r

(Canton)

Sir I am concerned that your Charges are perfectly just therefore the pleasure of [illegible] you the amount of the said Bill
Dear Sir Yours with Regards &c.

July 25th

A. Brodie

This Paper writing marked C was shewed to Alexander Brodie at the time of his Examination before me on the Part of the Complainant in a Cause in the Hon^ble the Mayor's Court of Madraspatnam wherein Cuthbert Fenwick by his Attorney Thomas Mears is Complainant and Thomas Cockburn on the 27th Day of October Anno Domini 1781.

Rich^d Dighton
Exam^r

Mayor's

No 250 (1091)

Mayor's Court at Madraspatnam

Between Cuthbert Fenwick by his Attorney Thomas Mears Complainant and Thomas Cockburn Defendant

On the Part of the Complainant

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

Alexander Brodie in the Service of the United Company of Merchants of England Trading to the East Indies Aged 31 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 27th Day of October 1781 Signified at the Office of Mr Thomas Jones who is Attorney for the Defendant by Summoning my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

To the first Interrogatory this Deponent saith, that he doth know the Complainant Cuthbert Fenwick in this Cause and that he hath so known him four Years or thereabouts and that he doth know the Defendant Thomas Cockburn in this Cause, and that he hath so known him One Year and a half or thereabouts and more saith not to this Interrogatory.

To the Second Interrogatory this Deponent saith, that he did Receive some time ago some Parcels of Goods or Merchandize which came from Canton to Madras on the Ship Success Galley whereof the Complainant Named in the Title of these Interrogatorys was Commander and on producing and Shewing to him at this the time of his Examination the Exhibit Marked B this Deponent saith that he doth not know whether he paid at the Rate of freight Charged in the Exhibit Marked B but that the Bill was paid agreeable to the Charge made by the Complainant and more saith not to this Interrogatory

B
3

3rd — To the third Interrogatory this Deponent saith on producing and shewing at the time of his Examination the Paper marked with the Letter C purporting to be a Letter from him to the Complainant [illegible] of the [illegible] Interrogatory that the same [illegible] hand writing and the same did relate to the [illegible] he received from China on the said Success Galley whereof the [illegible] was Commander and more saith not to this the last Interrogatory

Richd Dighton
Examr

[illegible]

Mayor's Court at Madraspatam

Between Cuthbert Fenwick by his Attorney Thomas Mears Complainant and Thomas Cockburn Defendant

On the part of the Complainant

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

Favel Wentworth in the [illegible] Company's Service Aged 21 Years or thereabouts produced as a Witness in this Cause on the Part of the Complainant was on the [illegible] September 1781 [illegible] at the Office of the [illegible] by [illegible] the said Deponent [illegible] afterwards on his [illegible] being [illegible]

1st — To the first Interrogatory this Deponent saith that he doth know [illegible] Cuthbert Fenwick [illegible]

Cockburn in this Cause, and that he hath so known him two Years or thereabouts and more saith not to this Interry

2nd — To the second Interrogatory this Deponent saith, that about two Months past he Received a Tub of Sugar Candy half Chest China Ware four pieces Silk and four Waistcoats from Canton and the said Articles came on board the Success Galley whereof the Complainant was Commander and this Deponent saith On producing and shewing to him at this the time of his Examination the Paper Writing marked **B** that to the best of his knowledge he paid freight for a Tub of Sugar Candy three and half Pagodas for half Chest of China Ware three and half Pagodas and this Deponent saith that he doth not Recollect what he paid for the Silks and other triffling Articles Received by him. — And more saith not to this or the last Interrogatory —

Favel Wentworth

Richd Dighton
Examr

Mayor's Court at Madraspatam

Between Cuthbert Fenwick by his Attorney Thomas Mears Complainant and Thomas Cockburn Defendant

On the Part of the Complainant

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

Thomas Davis Merchant Trading to and from China Aged 30 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 24th Day

(1093)

Day of September 1781 Appeared at the Office of the [illegible] for the Defendant by Ramasamy my Servant who also left him a Note of the Title and place of Abode of the said Deponent and afterwards on the same being Sworn and Examined Deposeth as followeth —

1st ....... To the first Interrogatory this Deponent saith that he doth know the present Complainant Cuthbert Fenwick in this Cause and has known him these three or Four Years and that he doth know the Defendant Thomas Cockburn in this Cause and more saith not to this Interrogatory —

4th .... To the fourth Interrogatory this Deponent saith that he was [illegible] in the Month of October in the Year of Our Lord One Thousand [illegible] Hundred and Eighty and that the Complainant was also [illegible] when he heard the Complainant declare that he would take no more than the Usual Allowance of freight for any small Parcels he might take on board his Ship for the Gentlemen that had Commissions Concerns at China for Goods as it was very detrimental to his being loaded backwards and forwards and this Deponent saith that the Complainant refused to take any small Parcels at the freight as it was too low for the trouble Attending the delivery of upon which Mr. Mathew said he would settle with him to whom they might be consigned as he would say nothing on the subject and more saith not to this or the last Interrogatories

Richd. Dighton
Clerk

Thos. [illegible]

---

252

(1094)

# Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending in the Hon'ble the Mayor's Court at Madraspatnam wherein Cuthbert Fenwick Esquire by his Attorney Thomas Mears of Madras is the Complainant and Thomas Cockburn Esquire in the Service of the Hon'ble United Company of Merchants of England trading to the East Indies and at present of Fort St. George is the Defendant

## On the Part of the Defendant

To all the Witnesses 1st ...... Do you know the Parties, Complainant and Defendant in the Title of these Interrogatories named, or either and which of them? How long have you so known them, or either and which of them, respectively? Declare the Truth and your knowledge herein —

To Mr. James Mathew Quicroft 2d ...... Are you or are you not a Merchant residing in Madras? And do you or do you not traffick and deal in the Merchandize and produce of China? If yes, what has been your Customary mode of Conveying your Merchandize from China to Madras whether in your Vessels, or upon the Vessells of other persons by freight; if the latter, what has been the Customary Prices that you have paid for the freight of the various Articles that you have imported here from China? And what has been the Usual and Customary difference in the rates of freightage during the time of Peace and the Time of this [illegible] Set forth the particulars at large, according to the best of your Remembrance and Belief and the best [illegible]

To Interrogatories 5th [illegible] Do you know [illegible] you and the Father of Benjamin Roebuck and [illegible] have you [illegible] the Order of the said Benjamin during the Months of March and April last past? If yea [illegible] you during the said Months of March and April keep the said [illegible] Roebuck's Books of Account and make Entries of all things [illegible] expended by the said Benjamin Roebuck and have you been [illegible] to pay or have you upon particular Occasions paid Bills for the [illegible] Benjamin Roebuck's Use? Do you know or have you heard of [illegible] being delivered to the said Benjamin Roebuck by Cuthbert Fenwick or on his behalf by his Attorney Thomas Moore during the Months of [illegible] past or at any other time? If yea Do you know or have you heard the said Bill was for freight for Goods from China consigned to Benjamin Roebuck; have you seen the said Bill; did you [illegible] have you the said Bill now in your possession? If yea by whom was the said Bill signed either by Cuthbert Fenwick or by his Attorney Thomas Moore for his Use? What did the said Bill amount of [illegible] or of a [illegible] And was the Charge for the freight of the said Goods made [illegible] or was the charge for each particular Article charged by [illegible] Articles at particular Charges? If the latter, what were the particular charges in the said Bill and how much per Cent is there charged on each Article? Set forth the particulars at large according to the best of your Knowledge Remembrance [illegible] Cochins [illegible]

---

[illegible] Two Thousand Pagodas in my Debt this is to [illegible] all these terms were giving

Last Interrogatory
to all the Witnesses

Do you know of any other matter or thing or have you heard or can you say any thing touching the Matter in Question in this Cause that may tend to the benefit and advantage of the Defendant in this Cause, besides what you have been Interrogated unto: Declare the same fully and at large, as if you had been particularly Interrogated thereunto.

Thomas Jones
Atty for Deft.

Extract of a Letter Received from Mr. Carey the Gentleman who sent me the Goods from China ⅌ Ship Sea Horse dated Canton 28th Octr. 1780

I take the Opportunity of Captain Pantons leaving this to inform you, that by Captain Fenwick in the Success, the Nabob Ship. You will Receive Tea, Sugar, and Silks to the Amount of One hundred Pounds

A true Extract Thos. Cockburne

Copy of a Letter sent to Captn. Fenwick

Sir

Having inquired what the usual freight from China has been for these two Years past, I find only 15 ⅌ Cent Charged on the prime Cost of Sugar Candy, 12 Do. on Tea, & 6 on Silks that being the case I cannot think of discharging such an unreasonable Demand as the Enclosed Account

I am Sir
your most obt. Servt.
Thos. Cockburne

If Yea, set forth the particulars at large according to the best of your Remembrance and belief and the truth thereof.

To Interrogatories. 5. [illegible] Were you or are you Clerk to Benjamin Roebuck Esquire and where were you or are you and the Books of the said Benjamin during the Months of March and April last past? If Yea, did you during the said Months of March and April keep the said Roebuck's Books of Accounts and make Entries of all things expended by the said Benjamin Roebuck and have you been [illegible] to pay or have you upon particular Occasions paid Bills for the said Benjamin Roebuck? If Yea, Do you know or have you heard of a Bill being delivered to the said Benjamin Roebuck by Cuthbert Fenwick or on his behalf by his Attorney Thomas Stone during the Months of [illegible] last or at any other time? If Yea, Do you know or have you heard that the said Bill was for freight for Goods from China consigned to the said Benjamin Roebuck have you seen the said Bill, did you pay it, have you the said Bill now in your possession? If Yea by whom was the said Bill signed whether by Cuthbert Fenwick or by his Attorney Stone for him [illegible] the said Bill amount of one or of a certain [illegible] And was the Charge for the freight of the said Goods made in [illegible] or was the charge for each particular Article specified by an amount [illegible] Article the particular Charges of the Articles whatever the particulars charged in the said Bill and how much per Cent is there charged on each Article Set forth the particulars at large according to the best of your Knowledge, Remembrance [illegible]

---

Last Interrogatory
Call the Witnesses } Do you know of any other Matter or things or have you heard, or can you say any thing touching the Matters in Question in this Cause that may tend to the benefit and advantage of the Defendant in this Cause, besides what you have been Interrogated unto. Declare the same fully and at large, as if you had been particularly Interrogated thereun-

Thomas Jones
Atty for Deft.

---

Extract of a Letter Received from Mr. Carr the Gentleman who sent me the Goods from China ⅌ Ship Sea Horse dated Canton 28th Oct. 1780

I take the Opportunity of Captain Panton's leaving this to inform you, that by Captain Fenwick in the Success, the Nabob Ship. You will Receive Tea, Sugar, and Silks to the Amount of One hundred Pounds.

A true Extract Thos. Cockburn

---

Copy of a Letter sent to Captn. Fenwick

Sir

Having inquired what the usual freight from China has been for these two Years past, I find only 15 ⅌ Cent Charged on the prime Cost of Sugar Candy, 12 Do. on Tea, 8 Do. on Silks that being the case I cannot think of discharging such an unreasonable Demand as the Enclosed Account

I am Sir
Your Humble Servt.
Thos. Cockburn

Sir

My terms [illegible] are [illegible] to the Expence of [illegible] the Ships for the safety of the property on Board what the Ships that you allude to [illegible] my charge is agreeable to my [illegible] what other Ships took Goods for last year is now [illegible] any [illegible] of my Expence and took but myself [illegible] your freight and it was a Matter of [illegible] no other Ships for this place [illegible] any advantage [illegible] ought to be carried at the same Rate the Capital [illegible] taken at no more than [illegible] selling by [illegible] will [illegible] pass as payment

April 6th 1781

Your Humble Servant
C. Fenwick

---

Sir

When I said [illegible] the Bill I gave you my [illegible] still of the same Opinion you may proceed as you think proper

Fort St George
2d April 1781

Your [illegible]
Thos [illegible]

---

Sir

Being informed that you have declared that you will not pay [illegible] This is to inform you that I shall put you into Court immediately [illegible] that you may [illegible]

---

has left the Settlement nearly Two Thousand Pagodas in my Debt this is to acquaint you of which I have full and ample proof that those terms were giving to an Armenian on his engaging to gett one hundred and fifty Chests of Raw Silk and to engage that 2/3 the Value of the Cargoe Shipt was to be in Silk which engagement he could not fullfill a proof of those terms never having been published is that Messrs Davis & Boulder and Mr Gyrss as well as Allmost all the Armenians have paid me at different Rates much above that those terms that you would most ingeniously Wish to Avail yourself of a behavior that it is my duty to Counter Act to the Utmost of my power it is a fine return I have Received for being by Numberless intreaties prevailed on to Receive the Paltry freight of Private persons who Expect to have it taken on Board at the same Rate that the Goods Merchants has it had I Suspected who I had to deal with the Goods should not have been delivered untill the freight had been Received but as I had imagined I had to deal with People incapable of such ingenious treatment I have put myself in a way of being imposed on.—

Your humble Servant
C. Fenwick

April 7th 1781.—

P.S. I have sent your Bill for your final Answer.—

Propos:

(1177)

Proposal of freight to Cuthbert Fenwick on the Lovely Galley bound to [illegible] by the Armenian Gentlemen and those that engaged freight as follows viz.

| | | |
|---|---|---|
| Tutenague | 5 | Ct |
| Allum | 21 | Do |
| China Ratan Canes | 15 | Do |
| Sugar Candy | 12 | Do |
| Tea Hyson | 10 | Do |
| Course Tea | 15 | Do |
| Wrought Silks | 5 | Do |
| Raw Do | 6 | Do |
| Furniture | 20 | Do |
| Nankeen Cloths | 10 | Do |
| Painted Paper | 10 | Do |
| False Pearls | 8 | Do |
| China Root | 20 | Do |
| Gum | 20 | Do |
| Silk | 7 | Do |
| Fine China Ware | 10 | Do |

(Signed) Cuthbt. Fenwick

Know all Men by these presents that I Cuthbert Fenwick Commander of his Highness the Nabob's Ship Lovely Galley have made Ordained constituted and appointed and by these presents Do make ordain constitute and appoint Thomas [illegible] my true and

255 1100

Attorney for me, in my name and to my use, to ask Demand Sue for and Receive all Debt and Debts due and owing to me by whomsoever, giving and hereby granting to my said Attorney my full power and Authority to use and exercise all such Acts things and devices in Law as shall be necessary for Recovering the said Debt or Debts, and to make or give acquittances or other Discharges in my Name, and generally to do and execute in the premises as fully as I myself might or could do being personally present hereby Ratifying confirming and allowing all and whatsoever my said Attorney shall Lawfully do or cause to be done therein by virtue of these presents In Witness whereof I have hereunto set my hand and Seal this 11th Day of April in the Year 1781.

Cuthbt. Fenwick (L.S.)

Witness present when Sealed and Delivered

John Parslow

Mayor's Court at Madraspatnam

Between Cuthbert Fenwick Esquire by his Attorney Thomas Mean of Madras Complainant and Thomas Cockburn Esquire in the Service of the Honble United Company of Merchants of England trading to the East Indies and at present of Fort Saint George Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the [illegible]
in this Court as followeth.

James Mathew [illegible] of Madras Merchant Aged [illegible] Years or thereabouts being produced as a Witness in this Cause on the Part of the said Defendant was on the [illegible] of September 1781 Signified at the Office of Mr Stephen Popham who is Attorney [illegible] Complainant by Bunnaring my Servant who also left him a Note of the [illegible] and place of Abode of the said Deponent and afterwards on the same Day [illegible] and Examined Deposeth as followeth.

1st .... To the first Interrogatory this Deponent saith that he doth know [illegible] Complainant Cuthbert Fenwick Esquire in this Cause and that he [illegible] so known him three Years or thereabouts and that he doth know [illegible] Thomas Cockburn Esquire in this Cause and that he hath [illegible] about a Month or thereabouts and more saith not to this [illegible]

2d .... To the Second Interrogatory this Deponent saith that he [illegible] [illegible] residing in Madras and that he doth Traffick and deal [illegible] Merchandize and [illegible] of [illegible], and this Deponent saith [illegible] [illegible] the Customary mode of conveying his Merchandize by freight [illegible] China on Vessels belonging to other Owners, and this Deponent saith [illegible] hath paid this Year the same freight as he used formerly to pay [illegible] Cent more or less for China Ten fifteen per Cent for Sugar Candy [illegible] Cent for Tea Twelve per Cent for Silks [illegible] per Cent Nankeens fifteen [illegible] and this Deponent saith that this freightage is calculated on the [illegible] [illegible] being valued at one Pagoda in this place and more saith [illegible] [illegible]

---

Between Cuthbert Fenwick Esquire by his Attorney Thomas Mears of Madras Complainant and Thomas Cockburn Esquire in the Service of the Hon^ble United Company of Merchants of England trading to the East Indies and at present of Fort Saint George Defendant

Mayor's Court at Madraspatnam

On the Part of the Complainant.

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

Shonachellum of Madras Writer Aged 28 Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 21st Day of Septr 1781 Signified at the Office of Mr Stephen Popham who is Attorney for the Complainant by Bunnaring my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

To the first Interrogatory this Deponent saith, that he doth not know the Complainant Cuthbert Fenwick Esquire in this Cause and that he doth know the Defendant Thomas Cockburn Esquire in this Cause, and that he hath so known him fifteen Days or thereabouts and ~~more saith not to this Interrogatory~~

To the third Interrogatory this Deponent saith, that he is a Writer belonging to Benjamin Roebuck Esquire, and that he was writer to said Benjamin Roebuck Esquire during the Months of March and April last past, and this Deponent saith that he did during the said Months of ~~[illegible]~~ [illegible] and April keep

kept the said Benjamin Roebuck['s] Book of Accounts and he ~
that Bills and Accounts had and received by the said Benjamin
Roebuck Esquire and this Defendant saith that he hath often paid Bills
of the said Benjamin Roebuck Esquire by his order and that
saith that during the Month of [illegible] last past there was a Bill
to the said Benjamin Roebuck [illegible] [illegible] belonging to the
on Account Cuthbert [illegible] for the freight of China Goods
to the said Benjamin Roebuck Esquire and this Defendant saith
was said Bill and that he hath paid the said Bill by order of
Roebuck Esquire and that he hath at this time said Bill in his
and the said Bill is signed by Thomas [illegible] for Cuthbert
the said Bill Consists of three Articles due for freight and
and Boat hire and the Charges for freight are made separately
Articles on Sugar Candy at the Rate of fifteen per Cent for freight
Venture at the Rate of Twelve per Cent for freight and more
to this or the last Interrogatory ~

Richd [illegible]
Jurat

Mayor's Court at
Madraspatnam

Tuesday the 21st Day of
Anno Domini 1781

Present

Mr. James Call Senior Alderman

This Cause Coming on to be Heard and Debated this
Day in the Presence of the Attornies on both sides on Reading the
Complainant's Bill with Copy of an Account annexed The Defendant's
Answer with Copies of Exhibits Marked ABCDE and F Annexed
The Amended Replication, The Rejoinder The Interrogatories and Depositions
on the part of the Complainant with Two Exhibits Marked A and C
annexed, The Interrogatories and Depositions on the part of the Defendant
On Hearing the Pleadings made Use of by the Attornies and on due
Consideration had thereon This Court doth think fit to Order and
Decree and doth Accordingly Order and Decree that the Defendant do
pay unto Complainant the Sum of thirty three Pagodas and Thirty four
fanams (Pagodas 33.34 —) being the Amount Acknowledged by the
Defendant in his Answer to be due to the said Complainant and as the
Defendant has paid the same into Court in full of Principal Interest
and Costs It is further Ordered and Decreed that the Defendant do pay
the same without Interest and that the Complainant be Taxed with
double Costs. —

p Cur

Filed 28th Augt 1781. —

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Richard Stanford of Madras Victualer that
John

(1105)

John Bell of the same place Carpenter Stands Justly
Orator in the full and Just Sum of Thirty Nine Pagodas and
Seven fanams Current Money of Madras making in Sterling
of Great Britain at the rate of Eight Shillings for every
the Sum of Fifteen Pounds twelve Shillings as Contracted
the Account of Sd. Bell for Diet and Liquor furnished by your
Orator for the said John Bell as by the same more particularly
are ready to be produced when required And Whereas your
hath frequently and in an amicable manner Requested pay
said Sum of Thirty Nine Pagodas and Twenty Seven fanams
said John Bell.

But now so it is may it please the Hon'ble
the Said John Bell Obstinately and wilfully refuses to pay
or to give your Orator any manner of Satisfaction touching
your Orator therefore prays a General Relief and as to the
shall appear agreeable to Equity and Good Conscience And that
that the said John Bell may upon his Corporal Oath full
and perfect Answer make to all and Singular the matters and
things before set forth and Alledged as fully truly and Effectually
all Intents and purposes as if the same were here again repeated
and particularly Interrogated and that he may be Decreed to pay
your Orator the aforesaid Sum of Thirty Nine Pagodas and Seven
fanams together with all such Interest as now is or shall become
become due

258 (1106)

May it Please this Hon'ble Court to Cause the said John Bell 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 Hon'ble Court at a Certain time and place to be by this Hon'ble Court prefixed and appointed then and there to Answer this your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet

H. Du Puy
Atty Complt.

Mayor's Court at Madraspatnam } L.S.

{ Tuesday the 27th Day of November Anno Domini 1781.

Present

Mayor's Court

Mr James Call Senior Alderman
William Webb and Robert Hughes
Aldermen

Between Richard Stamford of Madras Victualler a Complainant and John Bell of the same place Carpenter a Defendant

It Appearing by the Records of this Court that the Usual Rules have passed for the Defendant to Answer the Complain

Complainants Bill which he hath neglected doing This C

therefore think fit to Order and Decree and doth Decree

and Decree that the Defendant shall pay unto the Complain

full and Just Sum of Ninety One Pagodas and Two fanam

Pags. 91. 2 together with all such Interest as now is or

hereafter become due thereon untill full Payment is made and

Costs of this Suit

[illegible]

Filed the 31. Aug.t 1781

To the Hon.ble the Ma

Court at Madraspat

Humbly Complaining Sheweth unto this Hon.ble Court your Orator Michael [illegible] of Madras that John Bell of the same place Carpenter Stands Indebted unto your Orator in the full and Just Sum of Ninety One Pagodas two fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Thirty six Pounds and Eight Shillings or thereabouts as more fully and at large appears by Copy of an Account Current hereunto annexed for the Inspection of this Hon.ble Court which your Orator prays may be admitted as part of this his Bill of Complaint and whereas your Orator hath frequently and in an amicable manner requested payment of the said Sum of Ninety One Pagodas and two fanams from the said John Bell

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the said John Bell Obstinately and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the premises your Orator therefore prays a general Relief such as to this Hon.ble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said John Bell may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and Alledged as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Ninety &c One Pagodas and two fanams together with all such Interest as now is or shall hereafter may become due thereon also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said John Bell 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 Hon.ble Court at a Certain time and place to be by this Hon.ble Court prefixed and Appointed then and there to Answer this your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon.ble Court shall Seem Meet

W. Du Puy

W. Kempt

30th Aug.t 1781.
This Bill was Sworn to me between
the Days of Adjournment till Quart.r
Sess. & Returnable Next Court Day

B. Roebuck
Mayor

Dr. Mr. John Bell in Account Current with Mr. Michael Nicholds Cr.

| | | Pag. | F. | | | Pag. | F. |
|---|---|---|---|---|---|---|---|
| | To the Amount Principal of your Note of Hand to [illegible] [illegible] payable [illegible] | 52. | 18. | | By Ballance | 91. | 2. |
| | To Interest on Do. from 2d [illegible] to this Day [illegible] 820 Days at [illegible] | 5. | 6. | | | | |
| | To the Amount of a Bill for [illegible] from [illegible] Novr. 1778 to 2 [illegible] May 1781 | 3. | 27. | | | | |
| | To Do. from 1st June to 2 [illegible] | 2. | 1. | | | | |
| | To Do. in 2d July last | 6. | 22. | | | | |
| | To the Amount of [illegible] Damage [illegible] by [illegible] your Account | 15. | 3. | | | | |
| | Pagodas | 91. | 2. | | Pagodas | 91. | 2. |

Fort St. George 2[illegible] August 1781

per M. Nicholds

True Copy

W. Wilkins

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Mayor's Court at Madraspatnam } { Tuesday the 27th. day of November Anno Domini 1781.

Present

Mr. James Call Senior Alderman

William Webb and Robert Hughes

Aldermen.

Between Michael Nicholds of Madras Victualer is Complainant and John Bell of the same place Carpenter is Defendant

It Appearing by the Records of this Court

that the Usual Rules have issued for the Defendant to Answer the

Complainants Bill which he has Neglected doing This Court doth therefore

think fit to Order and Decree and doth Accordingly Order and Decree

that the Defendant shall pay unto the Complainant the full and Just

Sum of Ninety One Pagodas and Two fanams (Pag. 91.2) together

with all such Interest as now is or shall hereafter become due thereon

untill full Payment is made also all Costs of this Suit

p Cur

(1111)

Filed the 22d Novr 1777

To the Honble the Ma
Court at Madraspatna

Humbly Complaining [illegible]

unto your Orator [illegible] Chitty of [illegible] Inhabitant [illegible]
in [illegible] by his Attorney [illegible] of [illegible]
that Ella Moodoo Kistnah also of the same place Inhabitant [illegible]
Indebted unto your Orator in the full and Just Sum of One h
and thirty seven Pagodas Twenty two fanams and forty one Cash
Money of Madras making in Sterling Money of Great Britain
of Eight Shillings for every Pagoda the Sum of Fifty five Pounds
[illegible] or thereabouts as will more fully and at large appear by
Bond and an Assignment or Transfer thereof made [illegible]
[illegible] by your Orator unto his said Attorney hereunto [illegible]
Inspection of this Honble Court to which your Orator [illegible]
and prays that the same may be admitted as part of this Bill
Complaint And Whereas your Orator hath frequently and in
manner requested the payment of the said Sum of One hundred
thirty seven Pagodas Twenty two fanams and forty one Cash

But now so it is and may it please this Hon
the said Ella Moodoo Kistnah Obstinately and wilfully refuses
pay the same or to give your Orator any manner of Satisfaction
touching the premises your Orator prays a general relief and
this Honble Court shall Seem Reconcileable to Equity and good

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261 (1112)

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 thirty Seven Pagodas Twenty two fanams and forty one
Cash with all such Interest as now is or shall hereafter become due thereon
also all Costs of this Suit

May it Please this Honble Court to Cause
the said Ella Moodoo Kistnah 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 prefixed and
Appointed then and there to Answer this your Orator's Bill of Complaint
and further to stand to and abide by such Order and Decree therein as to
this Honble Court shall Seem Meet

Danl Shaw
Attorney for the Complt.

22d Novr 1777
Shewn to me in the days of
Adjournment Let a Summons Issue
Returnable Next Court Day
Andrew Majendie
Mayor

## Dr. Ettah Veerta Kistnah … Current with Cuddalore Ninah Chetty Cr.

| | |
|---|---|
| 1756 | |
| August | 27. To Cash Balance due to you |
| October | 1. To 3 Pieces of [illegible] delivered by [illegible] |
| Decr. | 17. To 1 Ps. of [illegible] |
| 1757 January | 22. To 1 Ps. of [illegible] |
| February | 6. To 1 Ps. of Black Chintz |
| July | 11. To Cash [illegible] |
| | 27. To 117 Pieces of Chintz |
| | To 23 Ditto of Ditto |
| August | 1. To 1 Silver Lace Hat |
| | To 7 Feather Hats |
| | To 2 [illegible] |
| November | 11. To 19 Pieces of [illegible] |
| | 18. To 1 White Gingham |
| 1758 November | 1. To 1 Piece of Long Cloth |
| December | 6. To 2 Ditto of Black Gingham |
| | Pagodas |

To Balance due as p. Contra

To Interest on Pagodas 40.26.41 from the 1st of December 1757 to the 1st November 1777 is 19 Years 12 Months at 12 p Cent p Annum

| | | Pagodas | Fanams | Cash |
|---|---|---|---|---|
| 1757 Janry. | 13. By Cash Received | 3 | | |
| Febry. | 23. By ditto ditto | 4 | | |
| | | 3 | | |
| July | 10. By ditto ditto | 26 | 4 | 16 |
| Novemr. | 1. By ditto ditto Madras Pagodas 24 making Star Pagodas | 180 | | |
| | | | 38 | 60 |
| | 23. By ditto ditto | 80 | | |
| Decr. | 15. By 5 Marcals of Oil Seeds | 13 | 15 | 72 |
| | | 310 | 16 | 68 |
| | 22. By Cash Received | | | |
| | By ditto ditto of your Custom | 40 | 26 | 41 |
| | By Balance Due to this day | | | |
| | Pagodas | 351 | | 29 |

Madras the 1st November 1777.

E. E.

Errors Excepted

To all People to whom these Presents shall

Whereas Ella Moodoo Kistnah of Madras Inhabitant and
Account Current towards Ninah Chetty Inhabitant
of Cuddalore Inhabitant in the Sum of [illegible] Balance of One Hun
Thirty Seven Pagodas Twenty two fanams and forty one Cash
Ye that the said Ninah Chetty for and in Consideration of the
Sum of One Hundred and thirty seven Pagodas Twenty two fanams
forty one Cash to him in hand paid by Joaquim Gregorio of Madras
Inhabitant the Receipt whereof he the said Ninah Chetty doth hereby acknow-
ledge he the said Ninah Chetty hath Assigned and Transferred and
presents doth Assign and set over and by these Presents doth As
set over unto the said Joaquim Gregorio the said Balance of One
and Thirty Seven Pagodas Twenty Two fanams and forty one Cash
Right and Interest of in and to the same And the said Ninah
for the Consideration aforesaid Hath made, Constituted and Appoi
and by these Presents do make, Constitute and Appoint the said Joaq
Gregorio his Executors and Administrators his true and Lawfull At
and Attorneys, Irrevocable for him and in his Name and in the
Name of his Executors and Administrators but for the sole use and
and benefit of the said Joaquim Gregorio his Executors Administrat
Assigns to ask, require, demand and recover of and from the said Ella Mo
Kistnah his Heirs Executors and Administrators the said Balance
or Sum of One Hundred and thirty seven Pagodas Twenty two fanams
and forty One Cash and on non payment thereof the said Ella Moo
Kistnah his Heirs Executors and Administrators to Arrest and Pro

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therefore and one or more Attorney or Attornies under him to Constitute and whatsoever the said Joaquim Gregorio or his Attorney or Attornies shall Lawfully do in the premises the said Ninah Chetty doth hereby Allow and Affirm and the said Ninah Chetty doth Covenant with the said Joaquim Gregorio that he the said Ninah Chetty hath not Received nor will Receive the said Money or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own and Allow of all Lawfull Proceedings for Recovery thereof he the said Joaquim Gregorio Saving the said Ninah Chetty harmless of or from any Costs that may happen thereby. In Witness whereof the said Ninah Chetty hath hereunto set his Hand and Seal in Madras this Eleventh Day of November and in the Year One Thousand Seven hundred and Seventy Seven.

Signed Sealed and Delivered
in the presence of

Mayor's Court at
Madraspatnam

Tuesday the 27th Day of Novr
Anno Domini 1781

Present

Mr. James Call Senior Alderman
William Webb and Robert Hughes
Aldermen

Between Ninah Chetty by his Attorney Joaquim Gregorio of Madras Inhabitant Complainant and Ella Moodoo Kistnah of the same place Inhabitant Defendant. It

(1117)

It Appearing by the Records of this Court

[illegible] Rule have past for the Defendant to Answer the Complainant which he has Neglected [illegible] this Court doth therefore Order and Decree and doth Accordingly Order and Decree that the Defendant pay unto the Complainant the full and Said Sum of One Hundred and [illegible] two Pagodas Twenty two fanams and [illegible] together with such Interest as now is or shall hereafter become due thereon till payment is made also the Costs of this Suit

Per Cur

Filed 11th August 1771

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

Humbly Complaining Sheweth unto this Hon'ble Court your Orator Joseph de Cruz of Madraspatnam Inhabitant [illegible] Patnah Sawmy Peria Eyah of Madraspatnam [illegible] stands Justly and truly indebted unto your Orator in the Sum of One hundred and fifty two Pagodas and Twenty two fanams Current money of Madras [illegible] at the Rate of Eight Shillings for every Pagoda [illegible] and [illegible] as will more fully and at large appear by Copy of an [illegible] and a Bond [illegible] of this Hon'ble Court [illegible] your Orator prays may be taken as part of this your Orator's Bill of Complaint the Originals of which [illegible]

264 (1118)

this Hon'ble Court, be thereunto Required. Your Orator further Sheweth unto this Hon'ble Court that he hath frequently and in an Amicable Manner Requested payment from the said Patnah Sawmy Peria Eyah of the said Sum of One hundred and fifty two Pagodas and Twenty two fanams. —

But now so it is May it Please this Hon'ble Court that the said Patnah Sawmy Peria Eyah doth Obstinately and Wilfully Refuse to pay the same or to give your Orator any Manner of Satisfaction touching the premises your Orator therefore prays a General Relief such as to this Hon'ble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Patnah Sawmy Peria Eyah may upon his Corporal Oath full, true, direct, and perfect Answer make to all and Singular the Matters and Things herein before Setforth and Alledged, as fully, truly, perfectly, and effectually to all Intents and Purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the said Sum of One hundred and fifty two Pagodas and Twenty two fanams with all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Hon'ble Court to Cause the said Patnah Sawmy Peria Eyah 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 Hon'ble Court at a Certain time and place to be by this Hon'ble Court prefixed and Appointed then and there to Answer this your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon'ble Court shall Seem Meet

Thomas Jones
Att.y for Complainant

Aug. 5 1771
This Bill was shewn to me between the days of Adjournment
Let a Summons Issue Returnable Next Court Day —
B Roebuck
Mayor

(1119)

Dr. Patriah Sawmy Perie Eyah in Acct Current with Joseph de Cruz Cr.

| | | | |
|---|---|---|---|
| 1777 March | 25 | To the Amount Principal of your Bond | 100 |
| 1781 August | 10 | To Interest on Ditto from 25th March 1777 to this day is 4 Years 4 Months 15 Days @ 12 p Cent p Annum | 52.22 |
| | | Pagodas | 152.22 |

| | |
|---|---|
| By Ballance Due | 152.22 |
| Pagodas | 152.22 |

Fort Saint George 10th August 1781
Errors Excepted
(Signed) Joseph De Cruz

A true Copy
Thomas Jones
Atty for Compt.

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265 (1120)

Know all Men by these Presents that I Patriah Sawmy Peria Eyah am held and firmly bound unto Joseph de Cruz in the penal Sum of Two hundred Star Pagodas to the payment whereof well and truly to be made to the said Joseph de Cruz 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 Twenty fifth day of March in the Year One Thousand Seven hundred and Seventy Seven

Whereas the above Bound Patriah Sawmy Peria Eyah hath Borrowed and Received of the above Named Joseph de Cruz the full and Just Sum of One Hundred Star Pagodas to Run at Interest at the Rate of Twelve per Cent per Annum payable in four Months from the date hereof

Now the Condition of this Obligation is such, that if the above Bound Patriah Sawmy Peria Eyah his Heirs, Executors, Administrators, or Assigns shall well and truly pay or Cause to be paid unto the said Joseph de Cruz his Heirs Executors Administrators or Assigns the full and Just Sum of One Hundred Star Pagodas together with such Interest as shall or may become due thereupon, then this Obligation to be void and of no Effect or otherwise to continue in full force and Virtue

(Signed) Patria Sawmy Peria Eyah (LS)

Signed Sealed and Delivered
where no Stamped Paper is to be had
in the presence of
Terrevilloren Vencatamen &
Rawshapen

A true Copy
Thomas Jones
Atty for Compt.

Mayor's Court at
Madraspatnam }

{ Tuesday the 27th Day of the
{ Anno Domini 1781

Present
Mr James Call Senior Alderman
William Webb
and Robert Hughes
Aldermen.

Between Joseph de [illegible]
[illegible] Inhabitant Complainant
[illegible] Dominga [illegible] of the same
place Inhabitant Defendant

It Appearing to the Records of Court that the Usual Rules have passed for the Defendant to Answer the Complainant's Bill which he has Neglected doing This Court doth therefore [illegible] Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One hundred and fifty two Pagodas and twenty two Fanams Pags 152.22 Together with such Interest as may hereafter become due thereon until full Payment is made also all Costs of this Suit.

By the Court

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Filed the 8th August 1781 —

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

Humbly Complaining Sheweth unto this Hon'ble Court your Orator John Fairney of Madras Merchant and Elizabeth his Wife late Elizabeth Johnson that Joseph de Silva of the same place Inhabitant Stands Justly and truly Indebted unto your Orator and Oratrix in the full and Just Sum of Forty four Pagodas Current Money of Madras Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Seventeen Pounds and Twelve Shillings or thereabouts as will more fully and at large appear by an Account hereunto annexed for the inspection of this Hon'ble Court for that Whereas Your Oratrix Elizabeth Fairney did whilst she was Sole and Unmarried Advance and lend unto the said Joseph de Silva the Sum of Thirty Nine Pagodas on his Note of Hand bearing date the first July One Thousand Seven hundred and Seventy Nine Payable to your Oratrix then Elizabeth Johnson in Six Months from the date thereof And also your Oratrix the said Elizabeth did Advance and lend unto him the said Joseph de Silva on the Second September One Thousand Seven hundred and Seventy Nine a further Sum of five Pagodas which he promised to pay unto your Oratrix the said Elizabeth has since intermarried with your Orator whereby your Orator According to Law is well Entitled to all and Singular the Goods Chattles and Effects of the said Elizabeth Johnson and which were belonging to her before her Coverture with your Orator And Whereas your Orator in Consequence of such his said Right in the Name of himself and his said Wife the said Elizabeth hath frequently and in an Amicable manner Demanded payment from the said Joseph de Silva the said two respective Sums and the Interest due thereon —

But now so it is may it please this Worshipful Court that the said Joseph de Silva Obstinately and wilfully refuses to pay the same to your Orator or his said Wife Elizabeth any manner of Satisfaction tending to your Orator or Orators therefore pray a general relief such as this Court shall appear agreeable to Equity and good Conscience. And to the end therefore that the said Joseph de Silva may upon his Corporal Oath true direct and perfect Answer make to all and Singular the matters and things herein before set forth and Alleged as fully truly and Effectually to all Intents and purposes as if the same were here again repeated particularly Interrogated and that he may be Decreed to pay unto your Orator or Orators the aforesaid Sum of Forty four Pagodas together with all Interest as now is or shall hereafter become due thereon also the costs of this Suit

May it Please this Worshipful Court to grant unto your Orator the said Joseph De Silva to be Summoned and Required by the of Fort St George Town of Madraspatnam and the British personally to be and appear before this Worshipful Court at a certain day and place to be by this Worshipful Court Appointed and Upheld then to Answer this your Orator or Orators Bill of Complaint and further to stand to and abide such Order and Decree as to this Worshipful Court shall seem meet

Brandly
Atty Compl.

31st August 1781
This Bill was shewn to me
Between the days of Adjournment
& a Summons given thereon
returnable next Court Day
Richards

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Dr. Joseph de Silva in Account Current with John Fairney & Elizabeth Johnson Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1779 July | 1st | To Your Note of Hand to Mrs Elizabeth Johnson payable in Six Months | 30.. - .. - | 1781 Augt | 28th | By Ballance | 44.. " .. " |
| Septr | 2d | To Cash Lent you by her | 3.. - .. - | | | | |
| 1781 Augt | 28th | To Interest for the following Sums @ 12 ⅌ Cent ⅌ Annum: y m d<br>Pags 30.. in 2. 1. 28 — 7. 33. 48<br>5.. 1. 11. 26 — 1. 8. 32 | 9.. " .. " | | | | |
| | | Pagodas | 44.. - .. - | | | Pagodas | 44.. - .. " |

Fort St George 28th August 1781

Errors Excepted

John Fairney

(1125)

Mayor's Court at Madraspatnam } { Tuesday the 27 day of June Anno Domini 1781

Present

Mr. James Call Mayor Aldermen
William Webb and Robert Hughes
Aldermen

Between [illegible] Merchant and Elizabeth [illegible] late Elizabeth [illegible] and Joseph Le Elardo Inhabitant Defendant

It Appearing to the Court by the Report that the Usual Rules have passed for the Defendant to Answer the Bill which he has neglected to do this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Forty four Pagodas [illegible] Together with [illegible] Interest as shall hereafter become due thereon until full Payment is made and Costs of this Suit

[illegible]

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268 (1126)

Filed the 2d May 1781

To the Hon^ble the Mayor's 268
Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble
Court Your Orator Antonio Jozé de Oliveira of Madras Inhabitant that Joseph
Le Elardo of the same place Inhabitant Stands Indebted unto your Orator
in the full and Just Sum of Twenty Nine Pagodas and thirty five fanams
Current Money of Madras making in Sterling Money of Great Britain
at the Rate of Eight Shillings for Every Pagoda the Sum of Eleven Pounds
Eighteen Shillings and Eight Pence or thereabouts Arising on his the said
Joseph Le Elardo's Promissory Note of Hand and made payable to your Orator
bearing Date the Eleventh Day of this present Month of April and payable in
Ten Days after Date which said Note of hand is in your Orator's possession
and Ready to be produced to this Hon^ble Court if Required and Whereas your
Orator hath frequently and in an friendly manner Requested payment of
the said Sum of Twenty Nine Pagodas and thirty five fanams

But now so it is and may it please this Hon^ble Court
the said Joseph Le Elardo Obstinately and wilfully Refuses to pay the
same or to give your Orator any Manner of Satisfaction touching the premises
your Orator prays a general Relief such as to this Hon^ble Court shall appear
Agreeable to Equity and good Conscience To the End therefore that the
said Joseph Le Elardo may upon his Corporal Oath full true direct and
perfect Answer make to all and Singular the Matters and things herein
before Setforth 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

(1127)

aforesaid Sum of Twenty Nine Pagodas and thirty five fanams [illegible] as [illegible] shall [illegible] become due [illegible] Suit

[illegible] the said Honble Court to Command [illegible] Elcock to be Summoned and Required by the Sheriff of [illegible] Town of Madraspatnam and the [illegible] before this Honble Court at a Certain time and place to be by this Court prefixed and Appointed then and there to Answer this Bill of Complaint and further to Stand to and abide by such Decree [illegible] as to this Honble Court shall seem Just

2d May 1751

Jno Shaw
Attorney for the Compt

Thursday [illegible] the Day of Adjournment the Complainant having made Oath to the Justness of his Demand and that he has reason to believe that said Defendant will withdraw himself from the Jurisdiction of this Court in Praying that a Bill is filed against him let a Summons [illegible] immediately and Warrant of Arrest [illegible]

[illegible]
Mayor

Filed 3d July 1751

The Answer of [illegible] Defendant to the Bill of Complaint of [illegible] Complainant

The said Defendant [illegible]

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269 (1128)

of Exception that May be had or taken to the Many Errors Uncertainties And Imperfection in the 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 to Make Answer unto he doth Answer and say that he denies being indebted to the said Complainant in the Sum of Twenty Nine Pagodas And thirty five fanams as is Most falsely & Justly stated in the said Complainants said Bill of but this Defdt. doth Acknowledge that he gave and granted unto the said Complainant A note of Hand of the Tenor and purport of that a Copy of which is Annexed to the said Complainants said Bill of Complainant And which this Defendant believes may be a true Copy and this Defendant doth Also Acknowledge that he this Defendant did Owe of him the said Complainant the said Sum of Twenty Nine Pagodas and thirty five fanams as is specified in the said Note of Hand but this Defendant say that he has a set off against the said Complainants said Demand this Defendant having sold and delivered to the said Complainant a pair of Glass Globe Lantern or lamp for which the said Complainant agreed to Allow this Defendant eight Pagodas but of which the said Complainants has taken no Notice whatsoever in his the said Complainants said Bill of Complainant nor as he the said Complainant made Any Allowance or deduction whatever for the same in his

the said Complainant [illegible] Demand on this Defendant [illegible]
[illegible] the said Complainant [illegible] Demanding
of the said Sum of Twenty three Pagodas and Thirty four fan[illegible]
from him this Defendant [illegible]
Defendant [illegible] this Defendant
absolutely deny that this [illegible] Defendant [illegible] Defendant deny[illegible]
[illegible] the Payment of [illegible] Really due [illegible]
to the said Complainant [illegible] Contrary [illegible]
[illegible]
Unjustly and falsely [illegible] the said Compl[illegible]
Bill of Complaint [illegible] the Contrary this Defendant [illegible]
and that this Defendant [illegible] this Defendant [illegible]
Principles of Equity [illegible] Justice and [illegible]
[illegible] himself from an [illegible] and prejudice
which the said Complainant would [illegible] upon him
Defendant [illegible] this Defendant
[illegible] to pay the said Complainant [illegible] said Demand [illegible]
said Sum of Twenty three Pagodas and Thirty four fanams [illegible]
Defendant further [illegible]
[illegible] to pay to the said Complainant [illegible]
the Sum of Twenty [illegible] Pagodas and Thirty four fanams for
[illegible] Complainant [illegible]

bound in either Equity or Justice to Pay More as he the said Complainant
in his Conscience knows that the said Complainant agreed to accept the
sum of Eight Pagodas for the said Lanthorn or Lamps of the said Note
of Hand. All Which Matters and things this Defendant is Ready
and willing to aver Maintain and prove as this Hon.ble Court shall
direct and humbly prays to be hence dismissed with his Reasonable
Costs and charges in the law in this behalf Most wrongfully Sustained

his
Joseph + Letardo
mark

Thomas Jones
Att.y for Deft

Filed 25th July 1781

## The General Replication

of Antonio Joze de Olivera of Madras
Inhabitant Complainant to the Answer
of Joseph de Letardo of the Same place
Inhabitant Defendant

This Replicant saving to himself all Advantage of
of Exception to the Defendants said Answer for Replication thereunto Saith
that all and every the Matters and things in and by his said Answer
for Replication thereunto saith that all and every the Matters and things
in and by his said Bill of Complainant Already said he will Justify
maintain and prove to be good Certain and sufficient in the law to be
Answered unto in Such Manner as the Same are therein more thoroughly
set forth

[illegible] Defendant

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] Complainant

All Which [illegible]

[illegible]

[illegible]

Filed 31st July 1781

The Rejoinder of [illegible]

[illegible] Complainant

This Defendant [illegible]

[illegible]

[illegible]

[illegible]

Necessary for him to Rejoin unto he does Rejoin and Say that his Answer to the
Replicants Bill of Complaint and all and Singular the Matters and Things
therein Contained Are good true Certain And Sufficient in the Law to ye Replied
unto in Such Manner And form as the Same are therein And thereby
Set forth and Alledged and that the said Replication of the said Compl[t]
is uncertain untrue and in Sufficient This Defendant doth Still
Absolutely deny that he doth Stand justly and Truly indebted unto
the said Complainant in the Sum of Twenty Nine Pagodas and
thirty five fanams as is most unjustly Stated and Set forth in the said Compl[t]
and Replication but he this Defendant doth Admitted as in and by his Answer
has Already Admitted that he this Defendant doth Stand Indebted unto
him the said Complainants in the Sum of Twenty One Pagodas and
thirty five fanams which this defendant as ever been Ready and
willing to pay to him the said Complainant and as such said Sum of
Twenty One Pagodas and thirty five fanams which this Defendant has
did Make a Tender before this Hon[ble] Court at the time of his this Def[t]
filing his said Answer and and on the Refusal of the said Complainants
Attorney to Accept the Same he this Defendant desired the Permition
of this Hon[ble] Court pay the said Sum of Twenty One Pagodas and thirty
five fanams unto the hands of the Register of this Hon[ble] Court in full
Satisfaction of the said Complainants demands upon this Defendant

For all which Matters set forth and Alledged by this Defendant and
he is of Opinion that the said Demand of the said Replicant is unjust

[illegible] Defendant [illegible]

[illegible]

[illegible]

[illegible] together [illegible]

[illegible] Payment [illegible]

[illegible]

[illegible]

[illegible]

Thomas Ince
Atty for Deft

The Defendant Joseph Le Clerc Promises to Pay to Mr Antonio Joze de Oliveira the Sum of Twenty Nine Pagodas Thirty five Fanams for value of [illegible] Received the 11 Day of April 1781.

Joseph D Le Clerc
his mark

Pagodas 29.35.

Mayor's Court at Madraspatnam — Thursday the 17th Day of November Anno Domini 1781

Present
Mr James Call Senior Alderman
William Webb and Robert Hughes
Aldermen

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Between Antonio Joze de Oliveira of Madras Inhabitant Complainant and Joseph Litardo of the same Place Inhabitant Defendant

This Cause Coming to be Heard and Debated this day in the Presence of the Attornies on both sides on Reading the Complainants Bill the Defendants Answer The Replication the General Rejoinder One Exhibit on the Part of the Defendant On Hearing the Pleadings Made Use of by the Attornies and on due Consideration had thereof This Court doth think fitt to Order and Decree and doth Accordingly order and Decree that the Defendant Shall pay unto the Complainant the full and Just Sum of Twenty Nine Pagodas (Pags 29.35.) together with such Interest as is now or shall hereafter become due thereon until full Payment be made also all Costs of this Suit

Per Cur

Filed 16 Augt 1781.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Alla Moodoo Kistnah of Madras aforesaid Merchant that Charles Smith Esquire of Fort Saint George stands [illegible] Hundred and Eighty [illegible] of Madras [illegible] Lots of Eight [illegible] for the Inspection of this Honble Court [illegible] your Orator prays may be Admitted as part of this your Orators Bill of Complaint the Original of which in your Orators possession and ready to be produced when your Orator shall [illegible] your Orator further Sheweth unto this Honble Court that the said [illegible] of Madras [illegible] Thousand and Sixty [illegible] Pagodas [illegible] that your Orator [illegible] in the year of [illegible] De Lanatier [illegible] Honble Court of Appeals for the said Sum of [illegible] hundred and Sixty [illegible] Thousand [illegible] Bills [illegible] which [illegible] the said [illegible] 5th day of [illegible] in the year of our Lord One thousand Seven hundred and Sixty Eight [illegible] Assignment unto the said Charles Smith [illegible] Bonds Bills Notes Drafts and other Securities to the Amount of [illegible] Thousand Rupees [illegible] Pagodas [illegible] Discharge of your Orator [illegible]

And at large Appear by a Copy of Articles of Agreement entered into by the said Quenten de Lanatier Thomas Penny of Fort Saint George aforesaid and your Orator hereunto Annexed for the Inspection of this Honble Court which your Orator prays May be Admitted as part of this Your Orators Bill of Complaint the Original of which in your Orators possession and Ready to be produced when ever Your Orator shall by this Honble Court be thereunto required your Orator further Sheweth unto this Honble Court that the said Charles Smith has been in possession of the said Bonds Bills Notes Drafts And other Securities to the Amount of the Sum of Twenty thousand Rupees ever Since the year of Our Lord 1768 and has Never yet Accounted with your Orator for a single Sum on Account thereof though your Orator often Solicited the said Charles Smith on that Subject Requesting him either to Come to some Account with your Orator or to deliver up to your Orator the Securities deposited with the said Charles Smith that your Orator might Make the best he could of them your Orator also Stated to the said Chas. Smith in very pointed Terms the great hardship your Orator laboured under in being kept out of the Money But Nothing your Orator could urge had Any effect on the said Charles Smith he would Neither Come to Any Account with Your Orator nor would he give your Orator Any Any Security on Account thereof though your Orator as often been informed and verily believes the said Charles Smith has many Years ago Received the whole Amount thereof Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested

Payment

[illegible] of the Sum of [illegible] the Bond [illegible]

[illegible]

But now so it is [illegible] Honble

[illegible] Said Defendt [illegible]

[illegible] Money [illegible]

[illegible] your Orator [illegible]

[illegible] Court [illegible]

[illegible]

[illegible] Defendt [illegible]

Make [illegible] Matters [illegible]

[illegible]

[illegible] Defendt and [illegible]

[illegible] Bond Bills

Defendt [illegible]

[illegible]

[illegible]

[illegible] Bond Bills [illegible] Defendt [illegible]

[illegible] Defendt [illegible]

[illegible]

[illegible]

Bond Bills [illegible] Defendt [illegible]

[illegible]

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And four Cash with all Such Interest that Shall hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Charles Smith 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 and there to Answer this your Orators Bill of Complt and further to Stand to and Abide by Such Order and Decree therein as to this Honble Shall Seem Meet.

Thomas Jones
Atty for Complt

16th Augt 1781.

This Bill was shewn me between the Days of Adjournment the Complainant having Made Oath to the Justness of his Demand and that he hath reason to believe the Defendant is About to depart the Jurisdiction of this Court on hearing that this Bill is filed Agt him Let a Sums Returnable immediately and Warrant of Arrest Issue thereon.

James Call
Senr Alderman

Know all Men by these Presents that Whereas Alla Mede Kistnah of Madras Merchant did Some time in the Year 1765 Exhibit a Bill of Complaint in the Honble the Mayors Court at Madraspt Agt Quentunda Lanitoo of Madras Merchant for the Sum of Pagodas Two thousand and Sixty Two as then the Ballance of an Account Current and Whereas by a Decree made in the said Honble the Mayors Court

Contin[illegible] mentioned Bill the Said

Quintin de Lanstre [illegible] Schedule

Bottom of the Amounts [illegible]

Authority [illegible] Quintin de Lanstre [illegible]

[illegible] of the Said And Whereas [illegible]

of Fort Saint George [illegible]

[illegible]

said Quintin de Lanstre [illegible] the Said Alla

Kistnah pursuant to the said [illegible] of the South

Continued the Court of Appeals [illegible]

as appears by the Account [illegible] And Whe

the Quintin de Lanstre [illegible]

to Thomas Pimmy of Fort Saint George [illegible]

Amount of the [illegible]

Pimmy the said Quintin de Lanstre [illegible]

Deposited in the hands of the Said Tho. Pimmy [illegible] Draughts

and Accepted by the Governor and Council of Fort Saint George and

Bills of Exchange [illegible]

East India Company [illegible]

[illegible] Quintin de Lanstre

[illegible]

[illegible]

[illegible] East

East India Company According to the directions and Orders Transmitted by them to their
Presidency at Pondichery for that Purpose the whole Principal Sums of which
Draughts Bills and other Obligations Make together the Sum of 24 Thousand
Rupees or thereabouts And Whereas the Said Thomas Pimmy is
willing and that Consent that the said Quintin de Lanstre Shall be
Released from the further Prosecution and distress of the Said Alla Madu
Kistnah and for that Purpose does give his Consent to and which the
said Quintin de Lanstre that the said Seven Draught Bills and others
Obligations writings Above Mentioned and which for further Satisfaction
And explanation in the Premises are Recited in the Paper Schedule hereunto
Annexed Shall be given upon and Assigned over the Charles Smith Esq.
of Fort Saint George. In Trust for the for the Purposes and on the Conditions
hereafter Mentioned that is to say that the Said Quintin de Lanstre shall
as he hereby doth by and with the Consent of the Said Thos. Pimmy party
to these Presents Assign grant and make Over unto the Said Chas. Smith
all the Said Several Draught Bills and other Writings Obligatory
and all and every the Sum and Sums of Money upon them due or to
become due in Such Manner and form and to Such Effect as Shall
and May be Necessary to enable the Said Chas. Smith to Recover and
Receive the full and true Account Among or which Shall Arise from
the Principal and Interest of the Said Draught Bills and Obligator
Writings or otherways hereby authorizing him the said Chas. Smith
which full Liberty and Power in his Name to ask and Demand
Sue for Recover and Receive the Sums of and from the Said French
East

[illegible]

[illegible] Executors Administrators [illegible] Assigns to [illegible] and Confirm [illegible]

[illegible] the said Charles Smith [illegible] shall lawfully [illegible]

[illegible] Shall or may [illegible] Assigns [illegible]

[illegible] Draughts [illegible] Bills or other Obligations [illegible] Money [illegible]

[illegible] Parties Concerned and the Several Sum or Sums of [illegible]

Special Trust and Confidence [illegible]

that the said Chas Smith his Executors and Administrators [illegible]

---

or Assigns from time to time so much Money or Such Shares and proportions
of the said Debts dues And Demands so owing to the said Quintin de Lamitrie
as he the said Chas Smith his Executors Administrators shall from time
Recover and Receive untill the whole of the said Debt due to the said Alla
Moodu Kistnah is discharged And the said. Alla Moodu Kistnah his
Executors Administrators and Assigns is and are hereby Authorized and
impowered to Receive the same and fully to Discharge the said Chas Smith
his Executors Administrators And Assigns and every of them by his And
their Acquittance and otherways But with proviso and Condition that
In case the Several Sum or Sums of Money or other Produce which
Shall or may be Recovered of the said Several Draughts Bills or other
Obligations Shall by Any unforeseen or unavoidable Accident
or Cause for Shall Short of and be insufficient to Discharge
the Debt Due to the said. Alla Moodu Kistnah that then
Alla Moodu Kistna shall Notwithstanding Accept and he
the said. Alla Moodu Kistna doth hereby for himself his
heirs Executors Administrators and Assigns Covenant promise
And Agree to and with each of the Parties to these Presents to Accept
of Such moneys or other produce as Shall or may be Recovered
and procured by the said Chas Smith his Executors Admors &
or Assigns on the said Several Draughts Bills and other
Obligatory writings the Short of the Debt owing to the said
Alla

Alla Moda Kistnah of [illegible]

Alla Moda Kistnah [illegible] the said Quinton de Lanutre his Executors

and the said Quinton [illegible] de Lanutre his Executors Administrators

Shall [illegible]

[illegible] to the said Alla Moda Kistnah his Executors Administrators

or Assigns [illegible] that the said Quinton de Lanutre his

with the Consent of the said Thomas Penney his Executors or Assigns and

to the said Charles Smith [illegible] of the said Draughts Bills

other Obligations for the Discharge of the Debt due to the said Alla

Moda Kistnah [illegible] to the Debt owing to the said

Thomas Penney [illegible] the Amount of the said Draughts Bills or

other Obligations [illegible] the Debt owing to the said [illegible]

Moda Kistnah [illegible] that the said Alla

Moda Kistnah for himself his Executors Administrators and Assigns

[illegible] and Delivery of these

[illegible] Discharge

Quinton de Lanutre his Executors Administrators and Assigns

for the Recovery of the said [illegible]

[illegible]

[illegible]

[illegible]

Executors Administrators or Assigns [illegible]

of the said Alla Moodu Kistnah that then the Residue and Remainder in the the
several Draughts Bills or Other Obligations which May Remain unpaid shall
be delivered or Paid and Shall Revert to And be the Property of the said Thos
Penney his Executors Administrators or Assigns in Satisfaction of so-
much of the Principal and Interest of the Debt due to him by the said
Quinton de Lanutre and the same Shall Amount to Provided
Always that the said Chas Smith his Substitute or Substitutes his
or their Executors Administrators or Assigns Shall not be Answerable
for Any loss which may happen by fire Enemies or other unavoi-
dable Accidents to any or all of the Several Draughts Bills or other
Writings or to the Produce of the same either in Money Goods or
otherwise by fire Enemys or other unavoidable Accidents & In
Witness whereof we have hereunto set our hands and Seals
in Fort Saint George this 5th Day of Septr 1768.

Signed Sealed & Delivered (Signed) Quinton De Lanutre (L.S.)
Thomas Penney (L.S.)
[illegible] (L.S.)

Where no Stamped Paper is to be
in the Presence of

Signed { William Cunningham
Chas Bromley
Jno Sykes

A true Copy
Thomas Jones
Atty for Complt

Dr

[illegible]

| | | | | | |
|---|---|---|---|---|---|
| 1765 October | | [illegible] | [illegible] | | |
| 1768 Aug | | [illegible] | [illegible] | | |
| | | [illegible] | [illegible] | | |

Pagodas [illegible]

Fort St. [illegible]

| | | | | | |
|---|---|---|---|---|---|
| 1768 Aug | 22 | [illegible] | [illegible] | | |
| 1781 Aug | | [illegible] | [illegible] | | |

Pagodas 53[illegible]

Fort St. [illegible]

[illegible]

---

Current With Alla Moodu Kistnah & Co.

| | | | | | |
|---|---|---|---|---|---|
| | | | 28 | 16 | 32 |
| 1757 May | 26 | By Tarpaulins | | | |
| 1768 August | 22 | By Interest on ditto from the 26th May 1757 to this day is 11. 2m. 28D. @ 8 p Cent p Annum | 25. | 19 | – |
| | | | 53. | 35 | 32 |
| | | | 2605. | 2. | 4 |
| | | By Ballance Due | | | |
| | | Pagodas | 2659 | 1. | 36. |

George 22 Augt 1768

E

| | | | | | |
|---|---|---|---|---|---|
| | | | 5314 | 10 | 40 |
| | | By Ballance Due | | | |
| | | Pagodas | 5314 | 10 | 4 |

George 16th Augt 1781

E

(Signed) Alla Moodu Kistnah

(1147)

[illegible] 25 [illegible] 1771

The Plea and Answer of [illegible] Defendant to the Bill of Complaint of [illegible] Complainant.

This Defendant by Protestation not Confessing or acknowledging all or any of the matters in the Complainants said Bill of Complaint contained to be true [illegible] saith that [illegible] by an Act of Parliament made in the twenty first year of [illegible] intituled an Act for Limitation of Actions and for avoiding of Suits in Law [illegible] all Actions of Account and upon the Case other than such Accounts as concern the trade of Merchandize between Merchant and Merchant their factors or Servants all Actions of Debt grounded upon any Lending or Contract without Specialty all Actions of Debt for arrearages of Rent all Actions of Trespass of Assault Battery Wounding and Imprisonment [illegible] shall be sued or brought [illegible] after the End of this present Session of Parliament shall be Commenced and Sued within the time [illegible] And that is to say the said Actions upon the Case [illegible] and the said Actions for [illegible]

(1148)

279

Action for Account and the said Actions for Trespass Debt Detinue And Replevin for goods or Cattle and the said Actions for Trespass Quare Clausum fregit within three years Next after the End of this present Session of Parliament or within 6 Years Next after the Cause of such Actions or Suit and Not After and Now forasmuch as the Scope of the Complainants Bill is to have a Principal Sum of Two thousand Six hundred and four Pagodas two fanams and four Cash together with the Interest thereon which Principal Sum as he Pretends one Quintan de Comitiva owed to the Complainant on Ballance of an Account as in the Bill set forth and which he Pretends that this Deft Promised and undertook to pay with said Debt Contracted and Promise made by this Defendant to the Complainant being in the said Year 1768 as by the said Bill is Alledged Appears by the Complainants own Shewing to be More than Seven year past Since the said Debt was Contracted or Promise Made and the same Not Relating to Any Merchants Accounts their Servants or factors and No Suit having been Commenced for the same Debt or Promise by the said Compl.t Ag.t the Defendant within the time so limited and appointed by the said Action for bringing the same this Defendant is Advised that the said Suit in this Court for the said Debt and promise is barred by the said Act of Parliament and that the Complainant ought not to be Relieved for the same and therefore this Defendant doth Plead the said Act of Parliament in bar to the said Compl.ts Bill [illegible] of the Honble [illegible] the Defend[t] [illegible] of the said Bill of Compl[t] [illegible] this Defend[t] by his said [illegible] Bill of Complaint [illegible] hundred and Eighty [illegible] this Defendant [illegible] this Defendant [illegible] of the letter of Thomas [illegible] of the Compl[t] [illegible] for Defendant [illegible] of this Defendant [illegible] in the said letter [illegible] this Defendant [illegible] by this Defendant [illegible] this Defendant [illegible] John Holland Esq[r] one of the [illegible] of the Honble Court [illegible] Annexed and prayed by this Defendant to be taken as part of [illegible] Defendants [illegible]

And Ready to be produced when Required and this Defendant by his Attorney and in Particular by the said John Douglas further Answering saith that the saith that the said Complainant hath had dealing with the Defendant wherein the Complainant has been debtor and hath paid off the Ballance in the acct ever Making Any Claim for Account of the Matters and things set forth in the said Bill of Complaint or without ever Making Mention of the Same altho' the Complainant have been Residental. Madras for Some year Past and in Order further to satisfy this Honble Court that the said Compl[t] Same to have tried to take Advantage of the Defendant by having filed his Bill at the Very hour of the Defendants departure the said Defendant by the said John Douglas saith that in the Month of June last past and which is in the present year 1781 when the Defendant was President and Governor of Fort Saint George the Complainant Presented a Petition to this Defendant as President and Governor as aforesaid Praying that the Defendant would Order the Several Persons therein Mentioned as Creditors of the Complainant to Pay immediately the Several Sums they Respectively owed to the Complainant as by the said Petition Copy whereof is hereunto Annexed and prayed by this Defendant to be taken as part of this his Answer may Appear the Original whereof is in this Defe[ndants] Possession and Ready to be Produced and Required and this Defendant by the said John Doughglas one of the Defendants Attornies and who is in the said Month of June last with and Acted as Private Secretary to the said Defendant saith that the said Complainant did not at that

[illegible]

Defendant of the Effects Assigned therein and thereby and that as the Defendant hath not on any of the Occasions Above Set forth Made Mention of the same that such Inventories have been destroyed by Fire or that the same where not lodged with the Defendant And this Defendant by his said Attorney further saith that there Appeareth no Certainty in the said Bill of Complaint whereby to hold this Defendant Answerable for the Matters and things the Deft to Stand Indebted unto him in the Sum of Two thousand three hundred and fourteen Pagodas Ten fanams and Seven Cash as he Says will fully and at large Appear by the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and which the said Complainant Prayed to be Admitted as part of this Bill of Complaint Whereas this Deft is not made Debtor in the said Account nor is his Name Mentioned therein

All which Matters and things this Defendant is Ready to aver maintain and Prove as this Honble Court Shall Direct and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf Most wrongfully Sustained

Popham
Atty for Deft

John Douglas
A Brodie
Alexander Cuthbert

25 Septr 1781
Sworn to by Mr
Douglas in Court
James Taylor
Regr

2d Octr 1781
Sworn to by Mr Brodie & Mr Cuthbert
in Court – Chas Bromley
Depy Regr

(1153)

Stephen Popham Esqr

Sir

[illegible]

[illegible]

Madras
Augt 15 1781

[illegible]

Stephen Popham Esqr

[illegible]

A true Copy
Popham

Charles Smith Esqr [illegible]

[illegible]

Charles Smith

[illegible]

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282 (1154)

To the Honble Charles Smith Esqr President and Governor of Fort St George

The Humble Petition of Sella Moodr Kistnah

Sheweth

That your Petitioner humbly takes the liberty of Writing to your honour these few lines that the following Person are indebted to your Petr and put off the Payment from time to time he therefore humble begs that your honour will Order them to Pay your Petrs Money Immediately and your Petitioner as in duty bound Shall Ever Pray

An Account of Persons due to your Petr Vizt

| | | |
|---|---|---|
| Chenna Angar Chitty the son of Pandre Kistnah Chitty | 696 - - | |
| To Ballance of the Account | 932 . 22 . 26 | 1626.22.26 |
| To Interest for 23 Y. 7 M. 13 D. @ 8 P Ct | | |
| Andy Poorje Mestia Modelly Note of Hand your | 1. 25 | |
| Petr gave to the Company on Acct of him | . 60<br>1. 85 | |
| To Ballance of the Account | 56 - 16 - 16 | 293. 16. 16 |
| To Interest from 3 . 8 @ 8 P Cent | | |
| Audempaukum Moodr Chitty | 13. 9 - - | |
| To Ballance of the Amount | 21 - 7 - 6 | 34. 16. 6 |
| To Interest for 28 years @ 8 P Ct | Pags | 1756. 10. 2 |

A true Copy
Popham.

(1155)

Mayors Court at Tuesday the 27th Jany 78
Madraspatnam Anno Domini 178

Present

Mr James Call Senior Alderm
William Webb ... Robt Hughes
Aldermen

Between the Honble Edwd
... Merchant Complainant and
Charles Smith of Fort St George Esqr
Defendant.

This Cause to be Heard and Decided by the Court
in the Presence of the Attorneys on both sides and the
Complainants Bill and the Copy of an Account and
Agreement being offered and Demand the Defendant
Answer on Hearing the Pleadings and the ... of the Attorneys
and on due Consideration had thereon the Court doth think fit
to Order and Decree and do hereby Order and Decree
that the Complainants Bill be Stand Dismissed

P.C.M.

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(1156)

283 283

Filed 17th November 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court your Orator Edwd Stracey by his Attorney the Honble Edwd
Monckton of Fort Saint George Esquire that Mostaliah of Madras
Merchant Stand Indebted unto your Orator in the full and Just Sum
Sum of Seven hundred Pagodas Current Money of Madras Making
in Sterling Money of Great Britain at the Rate of Eight Shillings for
every Pagoda the Sum of Two hundred and Eighty Pounds or thereabouts
being the Amount Principal of a Bond or Obligation given and granted
unto your Orator by the said Mostaliah on the first day of January
which was in the year of our Lord One thousand Seven hundred and
Seventy four a Copy whereof is hereunto Annexed for the Inspection
of this Honble Court and which your Orator Prays may be Admitted as
Part of this his Bill of Complaint and your Orator further Sheweth unto
this Honble Court that he hath frequently and in an Amicable manner
Requested the Payment from the said Mostaliah of the said Sum of Seven
hundred Pagodas

But now so it is May it Please this Honble Court
the said Mostaliah Obstinately and wilfully Refuses to Pay the same or
to give your Orator any manner of Satisfaction touching the Premises
your Orator therefore Prays a general Relief such as to this Honble
Court

(1157)

[illegible] shall appear [illegible] [illegible] [illegible] [illegible] Command to the [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] the aforesaid Sum of Seven hundred Pagodas [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] of this Suit,

[illegible] [illegible] the [illegible] Court [illegible] [illegible] Mostalah to be Summoned and [illegible] [illegible] the Sheriff [illegible] Fort Saint George [illegible] [illegible] [illegible] the Defendant [illegible] Personally to be and appear before the [illegible] Court at the time and Place [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] the Defendant shall [illegible] [illegible]

H Dupuy

[illegible]

Know all Men by these Presents that I Mostalah [illegible] [illegible] am held and firmly bound unto Edwd Stracey of Fort Saint George in the Just Sum of One thousand four hundred Pagodas Current money of Madras to be [illegible] unto the said Edwd Stracey Esqr his heirs

(1158)

284

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 Sealed Fort Saint George this first day of January in the year One thousand Seven hundred and Seventy four.

Whereas the above bound Mostalah hath borrowed and received of the above Named Edwd Stracey Esqr the full and Just Sum of Seven hundred Pagodas Current Money of Madras to bear at Interest at the Rate of Eight p Cent per Annum Payable on Demand

Now the Condition of this Obligation is such that if the above bound Mostalah his Executors or Administrators or Assigns shall well and truly Pay or Cause to be Payd unto Edwd Stracey Esqr his heirs Executors administrators or Assigns the full and Just Sum of Seven hundred Pagodas Current money of Madras together with such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

Signed Sealed and Delivered
where no Stampt Paper is to be
had in the Presence of
Coovoor Palliappen
Sadasmbados Vencataramados

Mostalah (LS)

A true Copy
H Dupuy

(1159)

Filed 3 July 1775

## The Amended Answer

of [illegible] Defendant
to the Bill of Complaint of [illegible]
[illegible] Moodelar
Complainant.

Said Defendant now and at all times hereafter
saving and reserving unto himself all manner of benefit
and advantage of exception to the many errors and
insufficiencies and imperfections in the Complainants said Bill of
Complaint contained for answer thereunto or unto so much thereof
as this Defendant is advised is material [illegible] for him to make
answer unto this Defendant answereth and saith that the
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

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285 (1160)

first day of March which was in the year of our Lord One thousand Seven hundred
and Seventy two there was a dispute between the Complainants Dubash named
Ponamallee and Andiapah and the Inhabitants of Vengallah Villages in that
Account they the said Ponamallee and Andiapah promised to lend the Sum of
Two thousand Pagodas unto the Amaldar of the said Village called
Vencatarow On purpose to Accommodate the aforesaid dispute between
them the said Ponamallee and Andiapah Obtained a Bond from the said
Vencatarow in the name of the Complainant for the Sum of Two thousand
Pagodas promising to advance the Same but Instead thereof they only
Advanced the Sum of One thousand Eight Hundred and Sixty Sev
Pagodas and Twelve fanams promising to pay or Advance the Remain
thereof in a few days and the said Pona Millen and Andiapah not Performing
in the said Vencatarow demanded Security for the same who applied for this
Defendant and desired him to become Security which he this Defendant
Agreed to and took a Bond from the said Vencatarow and he this Defend
granted a Bond for two thousand Pagodas and interest in the Name
of the said Complainant Dated the first Day of March 1772 this Def
further saith that on or about the Twenty first Day of April in the sa
year One thousand Seven hundred and Seven hundred and Seventy Tw
the said Ponamallee and Andiapah Obtained another Bond for Seven
Hundred Pagodas for the said Vencatarow and Only Advanced the Sum
of Six hundred and thirty three Pagodas on that account they the sa
Ponamallee and Andiapah likewise obtained another Bond from
this Defendant by way of Security for the said Sum of 700 Pagod
in

in the same Manner [illegible] Pagodas [illegible]

further [illegible]

Complainant [illegible] the said Defendant [illegible]

One [illegible]

[illegible] Pagodas [illegible] Complainant [illegible]

former Bonds [illegible] Defendant

[illegible]

[illegible] Defendant

[illegible] Defendant [illegible]

[illegible] Bond [illegible]

had [illegible] Defendant [illegible]

the said Bond [illegible]

[illegible] Defendant [illegible]

the said Bond [illegible] Defendant

for the Sum of [illegible] Pagodas [illegible]

[illegible]

[illegible]

[illegible] Bond [illegible]

[illegible] Defendant [illegible]

[illegible] Defendants [illegible]

on behalf of the Complainant this Defendant [illegible]

the said [illegible] the Sum of [illegible] of this

Pagodas [illegible] Pagodas [illegible]

One thousand and Six Pagodas And thirty Fanams besides interest and after Crediting the Said Complainant for the Amount of the Said Bond in Question with its Interest there Remains the Ballance as above Specified — This Defendant further Saith that the Complainants said Debtors Still Refused to deliver the Bond now in Question as likewise the the said Two other Bonds for Two thousand Pagodas and Seven hundred Pagodas all the this Defendant Verily believes the said Bonds are or were in their or one of their Possession before and at the time of the Commencement of this Present Suit which Matter this Defendant Submits to the Judgment of this Honble Court

All which matters and things this Defendant is Ready and willing to aver maintain and prove as this Honble Court Shall Direct and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained

John Sykes

Wm Dyce

Edward Strang Esqr. in Account Current with Moolaloah Cr.

| | | | | | | |
|---|---|---|---|---|---|---|
| [illegible] | 133 | 30 | 1778 Jany / 1777 Novr. | 1 By Cash | 700 | |
| [illegible] | 69 | | | 17 By Interest [illegible] | 27 | 11 12 |
| [illegible] | | | | | 727 | 11 12 |
| [illegible] | 364 | | | By Balance | [illegible] | 23 41 |
| [illegible] | 200 | | | | | |
| [illegible] 12 | | | | | | |
| [illegible] 3 | | | | | | |
| [illegible] 7 | | | | | | |
| [illegible] 21 | 42 | | | | | |
| [illegible] | 1110 | 30 | | | | |
| [illegible] | | | | | | |
| 133.30 … 11. 17 … 11. 3 70 | | | | | | |
| 67 … 26 28 … 19 21 14 | | | | | | |
| 364 … 21 15 … 156 1 5 | | | | | | |
| 212 … 40 17 … 54 2 37 | | | | | | |
| 42 … 32 17 … 7 4 22 | 310 | 6 57 | | | | |
| Pagodas | 1317 | 57 | | Pagodas | 1317 | 57 |

Fort St. George 17 Novr. 1777

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Fild 3d. March 1778—

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

Humbly Complaining Sheweth unto this Hon'ble
Court your Orator Moolaloah of Madras Merchant that Edwd. Strang late of Fort
Saint George Esqr. Stands Indebted unto your Orator in the full and Just Sum of
Three Hundred and Ninety Nine Pagodas Twenty four fanams and forty One
Cash Current Money of Madras Making in Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda the Sum of One
Hundred and Fifty Nine Pounds Seventeen Shillings and one Penny or thereabouts
as will More fully and at large Appear by your Orators Amended Answer to the
Bill of Complaint Exhibited by the said Edward Strang Against your Orator
in this Hon'ble Court on the 17th Day of Novr. last and the Account Current
Annexed to your Orators said Answer to which your Orator craves Reference
and Prays that the same may be Admitted as part of this his Cross Bill of Comp
And your Orator further Sheweth unto this Hon'ble Court that he hath frequently
And in an Amicable Manner Requested Payment from the said Edwd.
Strang of the said Sum of Three hundred and Ninety Nine Pagodas
Twenty four fanams and forty One Cash.

But now so it is and may it Please this Hon'ble
Court the said Edwd. Strang Obstinately and wilfully Refuses to Pay the
same or to give your Orator Any Manner of Satisfaction touching
the Premises your Orator therefore Prays a General Relief such as
to this Hon'ble Court shall Appear Agreeable to Equity and good
Conscience to the End therefore that the said Edwd. Strang may
upon

(1165)

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] Costs of this Suit

Without that [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Filed 29 Decr [illegible]

[illegible]

Atty for Complt

The Replication of [illegible]

[illegible]

[illegible]

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288 (1166)

Saving and Reserving unto himself all Manner of Benefit and Advantage of
Exception to the Many Untruths Errors Uncertainties Insufficiencies and imperfection
in the said Answer Contained for Replication thereunto Saith that this Bill of
Complainant 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 there therein and thereby Setforth
And Alledged and that the said Answer is very untrue Evasive and in-
Sufficient in the law and for further Replication saith that he doth still
insist and maintain that the said Defendant Stands Justly and truly
Indebted unto this Replicant in the full and Just Sum of Seven hundred
Pagodas Current Money of Madras as the the same is justly and truly
Setforth and Stated in this Replicants Bill of Complaint This Replicant
absolutely denies to Stand indebted unto the said Defendant either in the
sum of three hundred and Ninety Nine Pagodas Twenty five fanams
And for the Cash as the same is unjustly and falsely Setforth and Alledged
in the said Defendants Answer and in the Account Current thereunto Annexed
or in any other Sum or Sums of Money Whatever On the Contrary the said
Defendant Stands justly and truly Indebted unto this Replicant in the
Sum of Seven Hundred Pagodas as the Same is truly Stated and Setforth
in this Replicants Bill and in the Regard to the dispute between this
Replicants Dubashes Named Ponamallee and Vencatapah on the
first day of March 1773 with the inhabitants of Vingallah Village
the same does not Concern this Replicant nor their promising to
lend

[illegible] Pagodas [illegible] of the said Village [illegible]

[illegible] Respondent [illegible]

[illegible] the said Panamallen and Andeapah [illegible]

[illegible] from the said [illegible] of this Respondant for the

[illegible] Sum of [illegible] Pagodas [illegible]

[illegible]

[illegible] Pagodas and Defendant [illegible]

[illegible]

[illegible]

Panamallen and [illegible]

[illegible]

to the Defendant [illegible] a Bond from [illegible]

[illegible] false and [illegible]

[illegible]

[illegible]

[illegible] Defendant [illegible]

Respondant for the Sum of [illegible] Pagodas Dated the first Day of [illegible]

[illegible] Pagodas

[illegible] from the Defendant [illegible]

[illegible] the Twenty first of [illegible]

[illegible]

[illegible]

Also denies that they the said Panamallen and Andeapah having likewise
obtained another Bond from the said Defendant by way of Security for the
said Sum of Seven hundred Pagodas in the same Pretended Manner as for the said
Five thousand Pagodas but this Respondant saith that he did on the said Twenty
first day of April One thousand Seven hundred Pagodas and Obtained
another Bond from the Defendant the same day for the Amount this
Respondant likewise denies that his Dubash Panamallen on the first Day
which was in the Year 1774 go to the Defendant House with a Peon
and Talliar or any other under Pretence that there was a Ballance of 700 Pagodas
due to this Respondant by the said Ameataram of which he insisted upon
immediate Payment without delivering the former Bonds or Insisting to
put him in Prison if he did not either pay the said Sum of Seven hundred
Pagodas or give a Bond for the same and that the Peon and Talliar were
Ordered to pull him out of the House and that they did and that he the
Defendant to all being all Treated the Bond in Question brought
him ready filled up and that in that Manner delivered the said Bond
to the said Panamallen who Asking some Security he delivered to him a
Respondentia Bond from one Amyalay for the Sum of Seven hundred
Pagodas Principal Besides Premium and that he likewise delivered
the Policy of Insurance relative thereto on goods and Merchandize
Sent to Siam at the time and Circumstances this Respondant saith are
altogether false and untrue as also that this Respondants Dubash
or either of them did take Possession of the said goods or any other

unless

then [illegible] [illegible] [illegible] made [illegible] on Account of the said Defendants [illegible] Account on behalf of the Replicants or any other But this Replicant saith that [illegible] [illegible] to settle all their Accounts in any year and [illegible] his Books to a [illegible] Ballance on the [illegible] end of the year being the thirty first December and having since [illegible] the Defendant stood Indebted unto this Replicant a Ballance of [illegible] Pagodas for [illegible] being [illegible] the same Bond and [illegible] Sum of Seven hundred Pagodas to the said Defendant [illegible] [illegible] day [illegible] Question [illegible] this Replicant [illegible] being the Bond now in Question dated the first January 1776 [illegible] that the said Defendant did also pay unto the said Ponamallee [illegible] or any other the Sum of [illegible] hundred Pagodas and in goods fifty two Pagodas [illegible] amount of the said Bond in Question or any other but this Replicant [illegible] that he has been informed that the Defendant made [illegible] Ponamallee [illegible] [illegible] Ballance [illegible] [illegible] or the Defendant and not the sum of [illegible] Pagodas [illegible] the said Defendant charges this Replicant [illegible] this Replicant [illegible] [illegible] [illegible] for [illegible] [illegible] of [illegible] Pagodas this Replicant [illegible] [illegible] the Bond [illegible]

also Sum was paid to the said Ponamallee who informed also the Sum was Paid to the said Ponamallee who informed this Replicant that he hath past or Transferred the same to Account between him and the Defendant in which he has also been Informed that the said Defendant Stands Indebted to him the said Ponamallee With Respect to this Replicants Default Still Refusing to deliver the said Bond now in Question to the Defendant this Replicant saith he has also been informed that they have not the Bond and cannot therefore deliver the same nor could they deliver it if they had it unless the Defendant pays the Amount due thereon but as to the two other Bonds the One for two thousand Pagodas and Seven hundred Pags Ready Money Received by and Due unto the said Defendant as aforesaid this Replicant hath delivered up both the said Bonds to the said Defendt when Accounts settled the Bond of 700 Pagodas in Question was given by him for the Ballance as aforesaid and is the Bond upon which this Action is founded and is in this Replicants possession Ready to be delivered when discharged and as to the Several Sums on the debit side of the Account Current Annexed unto the Defendants Answer this Replicant saith the same are entirely false and the Defendant hath no Right to Charge this Replicants Account with the Only Account this Replicant hath with the said Defendant is the Bond of Seven hundred Pagodas upon which this Replicant hath founded the Present Action is founded and which this Replicant before said Debt and from money given freely and Voluntarily upon the Consideration alledged by him in this his Replication and as to Any other Matters or things contained in the said Amended Answer [illegible] effect [illegible] Sufficient

All which [illegible] and things this Defendant is ready [illegible] as this Honourable Court shall [illegible] humbly prays to be hence dismissed with [illegible] charges [illegible]

Filed 19th Decr 1780

## The [illegible]

[illegible]

This Defendant [illegible] all and all Manner of Benefit [illegible]

[illegible]

[illegible]

Filed 25th June 1781

## The Amended Rejoinder

of Mootalah of Madras Merchant to the Replication of Edward Strang by his Attorney Richard Latham

This Defendant now and at all times hereafter saving unto himself all and all Manner of Benefit and Advantage of Exception to the Many Untruths Errors Uncertainties Insufficiencies and Imperfections in the said Replication Contained for Rejoinder thereunto this Defendant saith that his Answer to the Replicants Bill of Complaint and all and Singular the Matters and things therein Contained are good 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 that the said Replication is uncertain Untrue and Insufficient And Alledged and that the said Replication this Defendant in the law for further Rejoinder to the said Replication this Defendant saith and doth still humbly Insist that he is not Indebted unto the said Replicant either in the Sum of Seven hundred Pagodas as is Unjustly Set forth and Alledged in the said Replicants Bill of Complaint and Replication or in any other Sum of Money whatsoever On the Contrary this Defendant doth humbly Contend that the said Replicant is Justly and Truly Indebted unto him this Defendant in the Sum of three hundred and Ninety Nine Pagodas Twenty four fanams and forty One Cash as is set forth and Stated in this Defendants Answer and in the Account Current thereunto Annexed Notwithstanding any thing by the said Replicant asserted to the Contrary this Defendant [illegible] further [illegible]

Defendant [illegible] the said Ponamallen and

[illegible]

1772 [illegible]

[illegible]

[illegible]

[illegible]

[illegible] the Name of the Compl

[illegible] Defendant [illegible]

[illegible] hundred

[illegible] the said Ponamallen and [illegible]

to this Defendant [illegible] the Name of the Compl

[illegible] Complainants [illegible]

[illegible] the said Bonds and the said

[illegible]

[illegible] Defendant further saith that

[illegible] the said Ponamallen and [illegible]

[illegible] the Name of the Compl

[illegible]

[illegible] Ponamallen and Audiapah

[illegible] Thousand Eight

hundred and [illegible] Pagodas [illegible]

---

Defendant is also Ready to Prove that the said Ponamallen and Audiapah not Confessing

in the said Vencatarow did demand Security for the Same the said Ponamallen came

to this Defendants House and desired this Defendant to become Security for the said

Vencatarow and whatever Sum of Money they was to lent or might lent the said

Vencatarow he the said Ponamallen faithfully promised this Defendant that

he or they the said Dubash should demand and Receive from the said Vencatarow

and as a Security to this Defendant he the said Ponamallen delivered to this Defdt

a Printed Bond filled up by or in the said Ponamallens own handwriting

and Signed by the said Vencatarow this Defendant further saith that he the

Admits to have Signed and Executed a Bond in favor of the Complainant for the

Sum of 2000 Pagodas on the first day of March 1772 but Absolutely denies

to have Received the Consideration or Amount thereof either from the

Complainant or from any other Person or Persons in Account but on the

Contrary this Defendant hopes in due time to prove to this Honble

Court that as much of the said 2000 Pagodas as was Advanced or paid

to Vencatarows People was so made by the said Ponamallen this –

Defendant further saith that he will ever Maintain and prove

that the said Ponamallen and Audiapah did on the 21st day of April 1772 –

obtained another Bond for 700 Pagodas from the said Vencatarow And Only

Advanced the Sum of Six hundred and thirty three Pagodas and that the said

the Ponamallen and Audiapah likewise Obtained another Bond from

from this Defendant by way of Security for the said Sum of Seven

hundred Pagodas in the same Manner as they did for the said Two

thousand Pagodas as set forth in this Defendants said Answer

this Defendant intirely denies to Stand to have or about the

Security

(1175)

[illegible]

293 (1176)

but Asking for Security for the Account this Defendant delivered to him a Respondentia Bond from one Anajaly to this Defendant for the Sum of Two hundred And twenty Pagodas principal besides Premium thereon likewise delivered the Policy of Insurance relative thereto on Goods and Merchandize Sent to Siam which said goods Returned back to Madras unsold and the Complainants said Dubashes or one of them took the said Goods into their Possession in discharge or on Account of this Defendants said Bond now in Question on behalf of the Complainant without Any Power or Authority for him this Defendant so to do all which said Circumstances are not altogether false and untrue as the said Complainant Alledges but [illegible] and true this Deft saith that he is an utter Stranger to what the said Complainant Says was his General Custom about settling All his Accounts every year and bringing his Books to Clear Ballance on the latter End of the year on the thirty first December nor doth the Same in the least Concern this Deft but this Defendant Absolutely denies that the Complainant having done so in the year 1773 a Ballance of Seven hundred Pagodas did or could fairly Appear due by this Defendant to the Complainant after having Cleared this Deft for all the Same he the said Complainant Received as that was by no means the Case this Defendant saith that there an utter Stranger the Complainants Accounts and the Credit he has given upon his Books but he this Defendant Positively Affirms the Bond for Seven hun Pagodas in question was not given on that Account for that this Defendant did Voluntarily give the same Bond was obtaine

by

(1177)

by the said [illegible] this Defend[ant]
and [illegible] this Defendant [illegible]
[illegible] the Defendant [illegible]
this Defendant [illegible] the said [illegible]
together the Sum of [illegible] hundred Pagodas [illegible]
Pagodas on Account of the said [illegible]
Defendant [illegible] from the said [illegible]
Defendant for further [illegible] Saith that the [illegible] this
Defendant [illegible] the said [illegible] this
allowed to the said [illegible] on account [illegible] Pagodas
of the Account of this Defendant and [illegible]
[illegible] the said [illegible]
as the Complainant Says [illegible] the Price [illegible]
and [illegible] the said Complainant [illegible] this Defend[ant]
further Saith that the Sum of [illegible] Pagodas [illegible] the Complainant
Paid [illegible] by this Defendant
of the said [illegible] and [illegible] the Complainant [illegible]
[illegible] that the same was Transferred [illegible]
to be Transferred to Account between him this Defend[ant] [illegible]
[illegible] that the Said [illegible]
the [illegible] of this Defendant's Account [illegible]
[illegible] as the said Complainant [illegible]
[illegible] as the said Complainant [illegible]

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294 (1178)

And this Defendant Lastly Saith that with Regard to be Any other Matter or thing Set forth or Alledged in the Said Replication hath not Particularly or Specially Rejoined the Same is Very untrue Evasive and Insufficient for him this Defendant to make Any further or other Rejoinder thereto.

All which Matters and things this Defendant is Ready and willing to aver Maintain and Prove as this Hon.ble Court Shall direct and most humbly Prays as in and by his said Answer he hath Already Prayed.

John Sykes
Att.y for the Deft

Fil.d 5.e March 1781

## The Replication of [illegible] of Madras Merchant to the Cross Answer of [illegible] late of Fort Saint George Esq.r

This Replicant saving and at all times hereafter saving and Reserving unto himself all Manner of Benefit and Advantage of Exceptions to the Many Errors Untruths [illegible] Contained for Replication thereunto And Imperfections in the Said Answer Contained [illegible] his Cross Bill Saith that he will Aver Justify Maintain and prove all the Matters and things therein Contained of Complaint and Singular the Matters and things [illegible] to be good certain true and sufficient in the Law to be answered unto in such manner and form as the same are therein and thereby set forth [illegible] Defendant is very [illegible] Said Alledged and that the Answer of the said Defendant [illegible] to make Any further untrue Evasive and Insufficient for this Replicant to make Any further [illegible]

matter [illegible] and the Defendant further saith [illegible]
[illegible]
[illegible] matters and things [illegible] contained [illegible]
[illegible]
[illegible]

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 [illegible]
[illegible] Prayed

John Sykes
Atty Respt

## The Cross Rejoinder of Rich[illegible]
[illegible] Richard Latham [illegible]
[illegible]

This Defendant now saving and reserving to himself all and all manner of benefit and
Advantage of Exception to the many errors [illegible]
insufficient and Imperfections in the Complainant's said [illegible]
contained for Rejoinder thereunto saith that he [illegible]
[illegible] the matters and things contained in
the said Defendant's Answer [illegible]
in the [illegible]
[illegible] said Defendant
the said [illegible]

thereunto except what is herein after inserted in his Rejoinder and this Defendant
Again Absolutely denies to stand Indebted unto the said Complainant in the Sum
Sued for as is most 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 his said Answer he hath
Already Prayed

Hy Dipping
Atty Compt

Interrogatories to be Administered
to such Witnesses as shall be Produced Sworn and
Examined in a Certain Cause now depending and
at issue in the Honble the Mayors Court at
Madraspatnam wherein Edwd Henry Sykes
Attorney Richard Latham of Madras Merchant
is the Original Complainant and Cross Defendt
And Mutchalah Mootiyah of the same place
Inhabitant is the Original Defendant and
Cross Complainant and Cross Defendant

To all the Witnesses 1st Do you know the Parties Complainant and Defts
in this Cause and Cross or either of them If Yea how long have you
known them or either of them Declare

To Covoor Pattapah & Sadagampadoo Vincataramadoo } 2 Look on the Paper
Writing now produced and Shewn to you at this the time of your
Examination marked with the letter A and purporting to be a Bo[illegible] or

(1181)

[illegible] by the said Mostaliah [illegible]

[illegible]

In Witness whereof [illegible]

[illegible]

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2.86 (1182)

Know all Men by these Presents that I Mostaliah of Madras Merchant am held and firmly bound unto Edwd. Strang Esquire of Fort St. in the Penal Sum of One Thousand Four hundred Pagodas Current of Madras to the Payment whereof well and Truely to be made to the said Edwd. Strang Esqr. his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and 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 Saint George this first day of January in the year one thousand seven hundred and seventy four

Whereas the above named Mostalia Hath Borrowed and Received of the Above Named Edward Strang Esqr. full and Just Sum of Seven hundred Pagodas Current of Madras to bear Interest at the Rate of Eight p Cent per Annum Payable on Demand

Now the Condition of this Obligation is such that if the above bound Mostaliah his heirs Executors or Administrators or Assigns shall well and Truely pay or Cause to be paid unto Edwd. Strang Esqr. heirs Executors administrators or assigns the full and Just Sum of Seven Hundred Pagodas Current 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

Mostaliah (LS)

Signed Sealed & Delivered
where no Stampt Paper is to be had
in the Presence of

Mayor's Court at Madraspatnam

Between [illegible] Original Complainant and Cross Defendant [illegible] Matthallah Mootayah [illegible] Original Defendant and Cross Complainant [illegible]

Depositions of Witnesses taken [illegible] the Complainant [illegible]

Sadagampadee Vencataramadoo of [illegible] Aged 35 Years [illegible] Original Complainant and Cross Defendant [illegible] Original Defendant [illegible] Cross Complainant [illegible] Deponent [illegible]

To the first Interrogatory this Deponent saith [illegible] Original Complainant and Cross Defendant [illegible] Original Defendant and Cross Complainant [illegible] Matthallah Mootayah [illegible]

To the second Interrogatory this Deponent saith [illegible]

to be a Bond or Obligation from Matthallah Mootayah to the Original Complainant and Cross Defendant in the Title of this Interrog named for the Sum of Seven hundred Pagodas is the Deed or paper writing Executed and Signed in this Deponents Presence by the Said Matthallah Mootayah and this Deponent did Subscribe his Name thereto as a Witness to the Signing and Execution thereof and the name [illegible] Witness thereto of this Sadagampadee Vencataramadoo [illegible] a Witness thereto of his own handwriting and he doth know the handwriting of the other Witness Subscribed thereto and the name of the Paper hand writing of the said witness and this Deponent saith he did see him and the name as Subscribing witness thereto and the Matthallah did Sign and Execute the said Bond of his own free and Voluntary consent in this Deponents presence and more he saith not to this or the last Interrogatory

Rich.d Dighton

Exam.d

Mayor's Court at Madraspatnam

Tuesday the 11 day of December Anno Domini 1781

Present

Mr James Call Senior Alderman
Edw.d Garrow & Hugh Maxwell
Aldermen

(1185)

Between [illegible]

This Cause [illegible]

[illegible] Hearing [illegible] Court [illegible]

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298 (1186)

Filed 30th Oct 1781

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

Humbly Complaining Sheweth unto this Hon'ble Court your Orator David Young of Madras Merchant Elizabeth Carty of the same place Inhabitant stands Indebted unto your Orator in the full and Just Sum of One thousand and Six hundred Pagodas Currant Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Six hundred and forty Pounds Arising upon her the said Elizabeth Carty's Bond or Obligation to your Orator bearing date the Twenty Sixth day of Sept in the present Year of Our Lord One thousand Seven hundred and Eighty One for the said Sum of One thousand and Six hundred Pagodas Payable within One Month from the Date thereof with Interest at the Rate of 12 ⅌ Cent ⅌ Annum which said Bond or Obligation is in your Orators Custody and Ready to be Produced for the Inspection of this Hon'ble Court of Equity and your Orator further Sheweth unto this Hon'ble Court that he hath frequently and in an Amicable manner Requested Payment from the said Elizabeth Carty of the said Sum of One thousand and Six hundred Pagodas and Interest —

But now so it is May it Please this Hon'ble Court the said Elizabeth Carty Obstinately and wilfully Refuses to Pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator therefore Prays a general Relief [illegible] Elizabeth Carty [illegible]

[illegible]

[illegible] of this Suit.

[illegible] Elizabeth Carty [illegible]

[illegible]

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Mayor's Court at Madraspatnam Tuesday the 11th Day of Decr. Anno Domini 1781

299

Present

Mr. James Call Senior Alderman
William Webb and Robt. Dun. Munro
Aldermen

Between David Young of
Madras Merchant Complainant and
Elizabeth Carty of the same place Inha-
bitant Defendant

It Appearing by the Records of the Court that the Usual Time [illegible] for the Defendant to Answer the Compl.ts Bill [illegible] Neglected doing the Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One thousand six hundred Pagodas Pag. 1600 -- together with all such such Interest as now is or shall hereafter become due thereon until full Payment be made & also all Costs of this Suit.

J.C.

(1189)
Filed [illegible] Nov 1761

To the Honble the Mayor's
Court at Madraspatnam,

Humbly complaining sheweth unto
the Honble [illegible] Pagodas [illegible]

[illegible]

Eighty Six Pagodas four fanams and [illegible]

[illegible]

Eighty Six Pagodas four fanams and forty Cash

[illegible]

300 (1190)

Any Manner of Satisfaction touching the Premises your Orator therefore being
Remediless [illegible] Such as to this Honble Court Shall Appear Agreeable to
Equity and good Conscience to the End therefore that the Said Pedro Dogan
and Represently may upon their Corporal Oath full True Distinct 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 the May be Decreed to
Pay unto your Orator the aforesaid Sum of Two hundred and Eighty
Six Pagodas four fanams and forty Cash with all such Interest
as [illegible] Shall hereafter become due thereon also all Costs
of this Suit.

May it Please this Honble Court to Cause the
said Pedro Dogan and Represently to be Summoned and
Required by the Sheriff of Fort Saint George Town of Madraspt
and [illegible] Distant thereof Personally to be and Appear before
this Honble Court Aforesaid and Appointed then and there to
Answer this your Orator's Bill of Complaint and further to
Stand to and abide by Such Order and Decree therein as to
this Honble Court Shall Seem Meet

John Sykes
Attoy for Compl

[illegible] Nov 1761 This Petition [illegible] and the Compl [illegible]
Pedro Dogan and [illegible] of this Court [illegible]
[illegible] the Defendant [illegible]
and that the [illegible] the Defendant [illegible]
[illegible] Jurisdiction of this Court [illegible]

(1191)

Translation of a Bond [illegible] Dayaram [illegible] Dated 15
Dec 1777

We Pundah Dayaram and Rajarodye [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Witness

Signed Pundah Dayaram
Rajarodye

The foregoing is a true Translation
from the Original in the [illegible] Language

Dr. Pundah Dayaram and Rajarodye [illegible]
Gorayah
[illegible]

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301 (1192)

To all People to whom this Presents shall Come Greeting
Whereas Pundah Dayaram and Rajarodye of Madras Inhabitants on the Ballance of an Account bearing date the thirtieth day of Feb. 1781 Arising on a Bond or Obligation Stand Indebted unto Malagory Gorayah of the same place Inhabitant in the Sum of Two hundred and Eighty Six Pagodas four Fanams and forty Cash Current Money of Madras as in and by the said Account May Appear Now Know Ye that the said Malagory Gorayah for a Valuable Consideration to him in hand paid by Adolphus Smith of Madras Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof is hereby Acknowledged the said Malagory Gorayah hath Assigned and set over and by these Presents Doth Assign and Set over unto the said Account and Bond obligation and the Money or Amount Principal and Interest thereupon due and owing and which May become due thereupon and all his Right Title and Interest of in and to the same and every Part thereof and the said Malagory Gorayah for the Consideration hath made Constituted and Appointed and by these Presents Doth make Constitute and Appoint the said Adolphus Smith his Executors and Administrators his true and lawfull Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the and proper Use and benefit of the said Adolphus Smith his Executors administrators and Assigns to ask Require and Demand and Receive of the said Pundah Dayaram and
Rajarodye

[illegible]

Mayor's Court at Madraspatnam

Tuesday the 18th Day of Decr.
Anno Domini 1781

Present
Mr. James Call Senior Alderman
William Webb and Robt. Dun. Munro
Aldermen

Between Malegay [illegible] by his Attorney Adolphus [illegible] of Madras [illegible] Complainant
Dagnamand [illegible] Inhabitant [illegible]
Defendant

It Appearing by the Records of this Court that the usual Rules have passed for the Defendant to Answer the Complainant's Bill which he hath neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two hundred and Eighty Six Pagodas four Fanams and forty Cash Pag. 286. 4. 40. together with all such Interest as now is or shall hereafter become due thereon until full Payment made and all Costs of this Suit.

Filed 18th June 1781

Honr.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth to the [illegible] by her Attorney [illegible]

(1195)

[illegible]

[illegible]

[illegible]

[illegible] said Debtor [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] the Right and [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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(97)

in Sterling Money of Great Britain [illegible] to him
Sum of 11 Pounds One Shilling and [illegible] and paid
[illegible] the said Veeramanny for Valuable Consideration [illegible] the said
by Dalanick Callande of Madras Inhabitant the [illegible] the said Veeramanny Hath Assigned
Veeramanny doth hereby Acknowledge hath Assigned and set over unto the said Dalanick
and Assigns and by these Presents doth Assign and set over the Money thereof due unto Veeramanny &
Callande the said Account Current and the Money thereon and the said Veeramanny
all his Right [illegible] of in and to the same and the said [illegible] by these
for the Consideration aforesaid Dalanick Callande Constituted and Appointed and by these Presents doth
Presents doth make Constitute and the said Dalanick Callande his Executors Admrs
made Constitute and the said [illegible] Attorney or Attornies irrevocable for him
and Assigns his true and lawfull Attorney [illegible] Executors Administrators
and in his Name and in the Names of his heirs [illegible] and benefit of the said Dalanick
and Assigns but for the use and proper [illegible] Administrators and Assigns [illegible]
Callande his heirs Executors Administrators [illegible] his heirs Executors &
Demand and receive of the said [illegible] the said Account Current and money
Administrators the Money [illegible] his heirs Executors
Payment thereof [illegible] the same and on
Administrators and Assigns [illegible] the said Account Current &
Payment thereof [illegible] Discharge therefor and one or more Attorney
[illegible] Appoint [illegible] Discharge therefor and [illegible] the said
[illegible] Constitute and Appoint and whatsoever the said
or Attornies under him to be Constitute and Appoint shall lawfully do in
or Attornies [illegible] Attorney or Attornies [illegible] and affirm and
Dalanick Callande [illegible] doth hereby allow and affirm [illegible] Dalanick Callande
the Premises the said [illegible] doth Covenant with the said Dalanick Callande
[illegible] Veeramanny hath not Received or will Receive the
[illegible] Veeramanny [illegible] Account Current or any part thereof
[illegible] the said Account Current [illegible] the same or any part thereof
[illegible] Discharge [illegible]
[illegible] Release or Discharge [illegible]

[illegible]

[illegible]

Dr. [illegible] Cr.

[illegible]

[illegible]