also above two or three years after the death of the said Rod-
ger also expect the life, when the said Vellyapah Moodelly
further to the said Covenanters and his heirs According
to the Laws and Customs of the Malabar Cast agreed to keep the
Title Deeds of the said premises mortgage for the said Sum
as the same Moores as they had been originally Mortgaged
by the said Rodgers and Garamfarcovers an alias Mayaside
to the Right the said Covenanters which Sum did there
Amount to Six hundred Pagodas, except that the Covenants
of the said premises were to go towards the payment of the
Sum of three hundred Pagodas of the said Debt, and the said
Garamfarcovers alias Mayaside were to pay the Ba-
lance of the remaining One hundred and Ten Pagodas,
in which Situation Matters did rest and between the said
Garamfarcovers alias Mayaside and the said
Vellyapah Moodelly until the year One Thousand
seven hundred and twenty six during all which time
the said Vellyapah Moodelly did enjoy the Revenues of
the said premises, about which time this Respondent
knew that he did the same not to Rent to the said
Cottaloon for the Space of Eighteen months and did
Receive of the said Vellyapah Moodelly the
Sum of One hundred and three Pagodas in Part of
that Rent the Rest they have the Sum of Eighty Pagodas
at various times for the Account by him satisfactorily

Said

promisses did immediately pay Unto the said Sowe of Sowbar-
-ded Pagodas which said Sowe this Respondent Showeth was
paid by the said Vellayah Mondelly to one Namakiwayen who
with the said Garamsaruvayen Alias Maya Saib did go to the
above mentioned persons mediators to whom the said Money
was paid and this Respondent Showeth that the said persons
did send for the said Petitioner who by way of consent to the
act of the said Mediators did affix his Seal to a Cloth or Bag
containing the said Money and did at the same time pro-
mise to deliver unto Unto the said Bill of Sale, In Conse-
-quence of which Matter had and done the said Garamsaru-
-vayen Alias Maya said together with the said Velly-
-ayah Mondelly agreed to sell and did Accordingly sell
the said promisses to the said Sangarayen for the Sum of One
Thousand and Twenty five Pagodas including therein said
Sum deposited as aforesaid and paid by him the said Sanga-
rayen for the sum of One Thousand and Twenty five Pag-
oat of which Sum, the said Vellyayah Mondelly did re-
ceive the full Amount of his Mortgage by Order and Consent
of the said Garamsaruvayen Alias Maya Saib from the
said Sangarayen the Sum of Eight hundred and Forty Four
Pagodas, including the Sum of Four hundred Pagodas by
him before payed and deposited with the said Mediators and
on Account of which Sum of Eight hundred and Forty Four
Pagodas being by them the mediators agreed and Settled and
the said Sangarayen having paid a further Sum on Account
of the said purchase of the premisses unquestion to the said
Garamsaruvayen Alias Maya Saib Making together of
the Sum of Nine hundred and Forty Four Pagodas the

further

have shown to the Satisfaction of this Honble Court that the pro-
perties in Question are not the property of the Petitioner but
that they are the property of the said Sangarayen Because their
Contended Bill of Sale upon which the Petitioner Grounds of
his Claim was in its very existence invalid and illegal and
was further confirmed to be so by the Declaration of the Peti-
tioner in the presence of the aforesaid three persons appointed
to receive the Money paid by the Petitioner and the said Bill
of Sale from him — which Bill of Sale he ought to have deli-
vered but it Evidently appears that the said Ganamfarees-
wran alias Mayah had made a plan together for the
purpose of defrauding the said Sangarayen and this Respon-
dent. And this Respondent hopes and begs it is not such that
he shall under Come be able to prove the same to the Satis-
faction of this Honble Court and have thy prayer that
the said Petition may be Dismissed with Costs —

Thy Dutiful
Obdt Respondt

A. 1.

Translation of Perwanah under the Seal
of the Nabob Saddulla Cawn —

All present & future Muttuddies Peons &c Dispen-
sers & Muckaddums Royts of the Purgunna of Nuckapore
& Nuckapore Kd Dundah of Hydrabad Know that Sive
Canes of sandy and desart Ground situated on the borders
of the River Sea shore in the above Purgunna but not
included in the revenues thereof are now Granted as rent
Free to the family of Shiek Mustapah for whose use
and D —

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Ardaird Co Sheach Mantapuk a small peccadity of Glandoort
included in the Government Revenue Agreeable to his Pet.
Provided that he and his Subtenants and Somebody may dwell
in the above said place and ever pray for the long contin-
uance and recreate of his Majestys Prosperity Dated
the 11th April Anno Regni 1142 or Ad 1728

The above Land is Situated as follows —

On the East by the Bridle Road of Mallaig — On the North by the River — Bounded by the Head of the Parrish Village of Corrynachalish — On the South by the garden of Mora Mackenzie —

It is Signed by all the above mentioned inhabitants the Ordering of Renewal for the Magistrates and is sealed by the Baron of the above name is notary

Accordingly

A true Translation as nearest can be from the Original Gaelic Language by David Halibuston —

Fort William George 25th November 1775 Registered and Examined by Order of the Commissioners of Revenue —

per David Halibuston

Deputy Gaelic Translator

Hy Cid Ross

Deputy Auditor

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Interrogatories to be Administered
to such Witness as shall be produced
Sworn and Examined on the part and
behalf of the Petitioner in certain
Affair now depending and at Issue
in the Worthe the Mayors Court of
Madras wherein Jamah
Cutty Pillah of Saint Thomas Porter
is Petitioner and Emaul Lawrence
Anderson of Madras Inhabitant is
Respondent in certain Causes of Action
the said Emaul Lawrence Anderson
Complainant and Jaya Roya of
Madras aforesaid Gentoo Defendant

To all the } 1st Do you know the Parties to this Petition Do Respon-
Witnesses } dent to the above Affair and Complainant and Defendant
in Answer to either or any of them, If yes, how long
have you to known them or either or any and which of them?
Declare

To } 2d Do you or do you not know of any Garden or Spot of
Garden farmerly } ground belonging to the Petitioner Cutty Pillah in the Jurisdiction
called Mayah Soah } and were or Custom in this Affair, If Yes, were or were not
the said Garden or Spot ever forfeited to any Person or
Persons Do then and how long ago
and along time before that year or how otherwise Did
you or did you not along time in or about the month of
September in the said Year One Thousand Seven Hundred
and twenty four Call the said Spot or Garden unto Jamah
Cutty Pillah the Petitioner in this Affair either for the Sum
of three Hundred Pagodas or any other and what Sum
of

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Turn over the Bill of Sale Instrument or Writing now produced and shown to you at the time of your Examination Marked A the same that you or you the said Petitioner on Account and in Consequence of the said Purchase did or did not the Name of Mayah Sack alias Gooram Jarrawaan Thereunto Set or Subscribed and the Step or mark thereunto fixed as and for the Execution & Proof of your Hand writing and Your Hand Writing and Your Step & Symbol of Know or Not Fully and Particularly Declare

To Parmah Gooram dos Mootapillock and Thangavarra

3rd Do you or do you not Know a Garden or Tope situated at Point Pedro or Myliapoor Causeah or the Step over Ceylon Ed more or Less in this Affair, If you was or were not the said Garden or Tope Purchased by Parmah Cooly from the Petitioner from One Gooramfarawaan alias Mayah Sack or any other Person and whereon along time in the year of Our Lord One Thousand Seven hundred and seven by Fair, If You Did or did not the said Gooramfarawaan Give & Grant a Bill of Sale of the said Tope or Garden unto the said Petitioner on Account and in Consequence of the said Purchase, If You, Sir or not the Bill of Sale Instrument or Writing now produced and Shown to You at the time of your Examination Marked A the same which the said Gooramfarawaan alias Mayah Sack as your Step or mark thereunto fixed and did you or Did you not See the said Gooramfarawaan alias Mayah Sack sign and seal his Step or mark to the said Bill of Sale Instrument or Writing If You Did hear did hear not See sign and seal his Step or mark to the said Bill of Sale of his own Accord and with his own free Will and Consent

&c

you ordered or not any time after the said Petitioner had Purchased the said Garden or Toye Palace or pay unto the said Patty Lynch or Landlord the sum of Eighty Pounds or any other and what Sum on Account of the said Mortgage, and did or did not the said Pattyngrah or Mandelier receive the same on that Account, If you Did You ordered you not to pay the said Money to the said Pattyngrah by Order or desire of the said Petitioner or other wise Howe? Did you ordered you not at the time You paid the said Money to the said Pattyngrah Mandelier or at any other time promise to pay or that the remainder of the Amount of the said Mortgage should be paid unto the said Pattyngrah Mandelier in Discharge of the said Mortgage, If you Did or did not the said Pattyngrah Mandelier promise or say that he would Deliver unto the said Petitioner the Title of Deeds or Title Deeds of the said Garden or Toye? The whole of these Matters fully and Particularly Declare.

Sr. Thomas Moncrieffe Bart. Do You or do You not know any thing of Garden or Toye situated at Saint Thomas or Mythapenner and Cooked in the Possession Claim and Question in the Affidavit, If You, are or ever was not the said Garden or Toye Purchased from Coly Pitch the Petitioner in this Affair from the Commissioners Office Always said at any time in the Year One Thousand Seven Hundred and Seventy five, If You, are or ever was not the said Garden or Toye at that time mortgaged to one Pattyngrah Mandly, If You Did you or Do You not ever after or at any time after the said Petitioner had Purchased the said Garden or Toye receive from the said Petitioner the Sum of Five hundred and forty Eight or any other and what Sum of Money to pay unto the

you owned from the Petitioner to pay to the said Vellyapah Maddelly
on the said Premises still on Your hands, and has it or has it not so
remained on Account and by way of Discharging the said Mortgage
and Obtaining the said Bills of Sale or Title Deeds or how other-
wise? The whole of these matters fully and particularly &
Declare.

To Ditto 6th Do you or do You not know whether the said Petitioner
has or has not been in peaceable and quiet Possession of the said
Garden or Tope from the time he Purchased the same until
the said Garden or Tope was Seized by Order of a Precept Issuing
from the Hon'ble the Mayors Court in the above Cause or from
and to any the and what time or times? Declare

To Sheik Mahomed Saib
Abdul Kaujee Saib
and
Madoon Venkata Row

1st Do you or do You not know any thing
of a Garden or Tope situated at St. Thome
or Mylapore Esplanade in the Jurisdiction Circar and more particu-
larly in this Affair. If Yea, was or was not the said Garden or Tope
Purchased by Sonah Coty fullah the Petitioner in this Affair
from one Gasam Jarawan alias Mugah Saib or any other
person at any time in the Year of our Lord One Thousand seven
hundred and seventy four as you know have heard or do believe.
If Yea, Was or was not the said Garden or Tope at that time
or at any other time and when Mortgaged to One Vellyapah
Maddelly? Did or did not a Dispute at any time after the
said Purchase at any time and when Rise or happen between
the said Gasam Jarawan Alias Mugah Saib and Thomas or
Petitioner regarding the said Garden or Tope, either as to the
Title Deeds thereof or otherwise and how, If Yea, did you
or did you not Undertake to Settle or Adjust such Dis-
pute between them, If Yea, Did you or did you not
either

were produced and shown to you at the time of your
Examination Marked B If you Did hear did he not see
Sign or Set or Subscribe his name thereto of his own free will
and Accord or how otherwise? Did You or did You not either
by desire of the said Grace Fowler alias Mayo Sick
or otherwise and how Set or Subscribe your names as Wit-
nesses thereto, If you, Say or do not the Same Set or Subscribed
to the right Side or foot of the said Paper as and for the
Execution thereof And Your Names Set or Subscribed thereto
as and for Witnesses to the Execution of the Signature or
Hand Writing of the said Grace Fowler and if you or either
respectively Were or were not the other persons whose Names
Appear as Witnesses to the said Instrument or writing pre-
sent at the Execution thereof, And did they or did they not
Set or Subscribe their Names as Witnesses thereto? If you, Say
Say or Do they not living or dead Or what is become of them?
The whole of these Matters fully and Particularly Declare.

To all the Witnesses 4th Do You know of any other Matter or thing or have you
heard or can you Say touch any thing touching the Matters in
Question in this Affair that may tend to the benefit or Ad-
vantage of the Petitioner besides what you have before been
Interrogated unto, If you, Declare the same fully and at large
as if you had been thereunto Particularly Interrogated.

Jno. Sykes
Atty for Pet.

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of Hegry 1189 Do 1775 Fazle ejaul to the 3d September
1775.

Signed

Mayah Sahb (L.S)

Witnesses

Congey Ramah Govinda
Pundith

Kunah Row,
Bellagrah
Candyah
Chinnarow
Mudhapundah
Mooja Rufoon Beg (L.S)
Moo Mapah Rufoon (L.S)

True Translate as near as can be from the
Original in the Persian Language by
Thaddeus Aga Surry Calender

Sworn before the 26th day of
March 1782 before me
Edwd Garrow
Mayor

Examined Compared & Carefully Collated with the Translate
delivered in the Hon'ble the Mayor's Court at Madrafpatnam
& Attested to be a true Copy — the Original returned by Order
of Court the 10th Day 1783 —

James Sugden
Regr

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Stephens Courlat

Madras Postmaster

A Deposition Sarah Colly

Pillah of Saint Thomé Parish

Petitioner and Emanuel Lewis

Pandaram of Madras Inhabitant

Respondent in a certain Cause wherein

the said Emanuel Lewis Pandaram

is Complainant and Depon-

ent is Defendant

On the Part of the Petitioner

Deponent Mr Stephens Parkin on his Oath

by Direction of Examiner in this Cause sworn

Saith Deponent Sarah Colly Pillah Saint Thomé Parish Coolie Labourer of

Madras aged 65 Years whereof being produced as a Witness

on the Part of the Petitioner was on the 8th Day of March

1787 Sworn & the Office of the Honble Henry Dundas who is Attorney for

the Respondent by Examining my Servant who also Explained him and

Interpreted the Questions to the said Deponent and afterwards

the same Day being sworn and Examined Deponeth as followeth

Saith that she is acquainted with the Petitioner but that she

is not Related to him Saith Colly Pillah is this Affirm

and that she hath to knows how forty eight Years or there

about And that she doth not know the Respondent

Emanuel

To this Paper marked A. was a Witness by the desire of Garrow
Jarvoise and the Deponent saith that name Garrowfarvoise
is not a real Subscribed thereto for the Execution thereof in of the
said Garrowfarvoise own Proper hand writing And the
name of this Deponent J. Mortah Pallah is a Witness subs-
cribed thereto as of this Deponents own hand writing and the
Names of the other Witnesses subscribed thereto are of their
own Proper handwriting respectively, and this Deponent saith
that this Deponent thereby one of said Witnesses is dead also Sangarain
Pallapah is at present Absent and Changare is at Nellore and
Mansinder is gone to Ramiserum the other Witnesses and
more Saith not to this or the last Interrogatory —

(Signed) Mortah

Mort. P. Pallah
Interp.

To the Second Interrogatory saith, That about
five or six Years past he or Concepde to the said Shanú dis-
trict farmed Pallapah to pay the Circar Share of the Lands
he Cultivated in the said Shanú district being Eighty Pags.
for two Years, and the said Pallapah went to the Collectorate
and Represented to them the Subject and the Collectorate
ordered this Deponent not to farm Pallapah but to give
him Credit in the Collectorate Accounts as past had been
done. —

(Signed) Mortah

Mort. P. Pallah
Interp.

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Deponent Says Rogers in this Cause, and that he hath to knowen
Twenty Eight Years and more Last past to this Instant
Jabez
Fitch Jun. Esq. Interrogatory the Deponent saith that he doth
know the Cape or Gardner Island Alias Algerpeer Quadrk
in the Sequence Cause mentioned in Question in this Affair, and
the Deponent saith that said Cape or Gardner was purchased
by the Petitioner Jonah Colly Pillack in that Affair from Ga-
briel Jeremiah Alias Pilgrah Last in the Year of our Lord
One Thousand Seven Hundred and Seventy four and this De-
ponent saith the said Gardner or Cape was at that time
Possessed by Pollapah Alias Polly and this Deponent
saith that about One Year after Purchase the said
Pollapah Came Down for the Town of Eighty Cayeres as
the Present Returns home and the Petitioner this Deponent
saith that said Pollapah Sent a Messenger who told the
Petitioner Jonah Colly Pillack arrived here
Yesterday and Immediately to Pollapah and in the
presence of said Persons told the said Pollapah that he had
Sold the said Gardner or Cape to the Petitioner and desired
he would do Business over the Title deeds to the Petitioner and
the said Pollapah agreed to redress the Title deeds to the
Petitioner and afterwards the said Petitioner sent five
Dollars and Forty Pounds being the Amount of the
Purchase including the Eighty Cayeres he had already
Sent the said Pollapah for by one Abraham to said
Pollapah and ordered the said Abraham to pay the same
to

Emanuel Lewis Anderson of the
Dist Inhabitant Respondent in
certain Cause wherein the said
Emanuel Lewis Anderson is Com
plainant and Inga Beyer of
Madera aforesaid Inhabitant
Defendant

On the Part of the Petitioner

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

Abel Keayes Merch[t] of Saint Thomas Cross but now at Madera
Aged 50 Years or thereabouts being produced as a Witness in this Affair
On the Part of the Petitioner was on the 26th Day of April 1782 Sworn
at the Office of Mr Henry Dudley who is Attorney for the Respondent by
Reason any 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 the Deponent saith that he
doth know the Petitioner Jno Cilly Pollock in this Affair
and that he hath so known him twenty or thirty Years
and that he doth not know the Respondent Emanuel Lewis
Anderson in this Affair and that he doth not know
the Complainant Emanuel Lewis Anderson in this Cause
and that he doth not know the Defendant Inga Beyer
in this Cause and more saith not to this Interrogatory

To

60 Years or thereabouts — being produced as a Witness in this Affairs On the Part of the Petitioner was on the 25th Day of April 1782 Examined at the Office of Mr Henry Dalby who is Attorney for the Respondent by Beeming my Servant who 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 Petitioner Sarah Cotty Pillah in this Affair that he doth not know the Respondent Emanuel Lewis Anderson in this Affair — and that he doth not know the Complainant Emanuel Lewis Anderson in this Cause — and that he doth know the Defendant Seaga Regen in this Cause, and that he hath so known him four or five Years — and more saith not to this Interrogatory

8th ... To the Eighth Interrogatory this Deponent saith on producing and shewing to him at this the time of this Examination the Paper writing marked B. that he was present at the time the said Gedum Farrenaar Alias Magan had signed said Paper writing and that the said Gedum Farrenaar did sign his Name of his own free will and Consent and he did desire this Deponent to sign his Name thereto as a Witness and this Deponent saith that he did sign his Name thereto as a Witness and the Name Mahomed thereto subscribed as a Witness in this Deponents own proper hand Writing and the Name

years at Hanamaconda being Produced as a Witness in this Affair On the Part of the Petitioner on the 28th Day of April 1782 Signified at the Office of Mr Henry Dalby as he is Attorney for the Respondent by Examining 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 Petitioner Sarah Colly Pillah in this Affair, and that he hath so known him from his Infancy — and that he doth not know the Respondent Emanuel Lewis Anderson in this Affair — and that he doth not know the Complainant Emanuel Lewis Anderson in this Cause — And that he doth know the Defendant Tonga Royen in this Cause, and that he hath so known him twenty or twenty five Years — and More Saith not to this Interrogatory —

To the Eight Interrogatory this Deponent saith Answering and Shewing to him at this the time of his Examination the Paper writing Marked **B**. that he cannot write and that he doth not know any thing of the Said Paper writing Marked **B**. and that he did not see the Said Deponent write or Sign the Said Paper Writing — and more saith not to this Interrogatory —

To the last Interrogatory this Deponent saith that about two years past he first Rented the Garden in Dispute in this Affair of the Pillajah to whom it was Mortgaged, and when he did so Rented the Said Garden of Pillajah about five Years the Petitioner Sarah Colly Pillah said he had purchased the Premises and the Said Petitioner gave this Deponent and

Rent

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If the time of Signing this Deposition saith that Vellaipah told him that the Petitioner in this Affair had promised to let him Vellaipah enjoy the Rent of the said Premises untill his Mortgage was near paid off and at the same time he asked this Deponent if he had got the money to pay the Rent and this Deponent said he had paid the Petitioner and this Deponent saith that when Vellaipah took possession of the said Premises against this Deponent asked him why he took the Premises again and the said Vellaipah told this Deponent that the Petitioner had Mortgaged the Premises to one Allagapah and had not paid him his Money.

Rich.d Dighton

The Mark of Venkatasam

Interl.

Additional Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Petitioner in certain Affair now Depending and at issue in the Honble the Mayors Court at Madraspatnam wherein Sarah Cotty Pillah Widow Thomas Hunter is Petitioner and One Emanuel Louis Antonio is Respondent in certain Cause wherein the said Emanuel Louis Antonio is Complainant and Sarah Cotty Pillah Widow of Thomas Hunter is Defendant —

To all the Witnesses produced by the Petitioner

1st Do you know the parties Petitioner and Respondent in

as Said for Writings to the Examinate Touching the Said Writing
of the said Gentlewoman and Yourself Examinate
Whether Persons whose Names Appear as Witnesses to the
Said Bill of Sale Instrument or Writing Sworn at the Ex
aminate Knows of said Did they or did they not Set or Subscribe
their Names as Witnesses thereto. If Yea Are they or are they
not Living or Dead or what is become of them as you know
have heard or do believe & the whole of these Matters fully
and Particularly Declare.

To
Arnachellume Mordelly 3d Do you or do you not know any
thing of a Garden or Lope situated at St Harris or Mylapore
Esplanade in the Jurisdiction Company Limits Madras if
Yea, If Yea was or was not the said Garden or Lope Mort
gaged by Sarah Coty Widow the Petitioner given Over
Granted Surrendered Assigned Kept Left at any time with the
Year of our Lord One Thousand Seven Hundred and Seventy
Five or at any other time whatever, If Yea, was or was not
the Said Garden or Lope at that time Mortgaged to One Polly
apah Mordelly, If Yea, Did you or did you not some after
or at any time after the said Petitioner had Purchased the
Said Garden or Lope Deliver or Pay unto the Said Pallyapah
Mordelly the Sum of Eighty Pagodas or any other and what
Sum or Sums of the said Mortgage, and did or did not the
Said Pallyapah Mordelly receive the same or that Account,
If Yea, Did you or did you not repay the said Money to the
Said Pallyapah by Order or Consent of the said Petitioner or
Some One for her? Did you or did you not at the time
you Paid the said Money to the said Pallyapah Mordelly
or at any time promise to Pay, or that the Remainder of the
Amount

aforesaid Scholastick &c
Jandwork

On the Part of the Petitioner

Depositions of Witnesses taken in this Cause by and before the Deputy in this Court at Galloway

At Prayas in the Principal Island of Antigua or Charibbees being produced as a Witness in this Affair On the Part of the Petitioner was on the 26th Day of July 1782 Sworn & Examined Deposeth as follows

1st

To the first Interrogatory this Deponent saith that he doth know the Petitioner Sarah Coty & doth make this Affair and that he doth not know how long he has been Married and that he doth not know the Respondent Emanuel Louis Anderson in this Affair & that he doth not know the Complainant Emanuel Louis Anderson in this Cause & that he doth know the Deponent Sworn in this Cause, and that he hath not known him twenty years & upwards and more saith not to this Interrogatory

To the second Interrogatory this Deponent saith he doth know the Petitioner Sarah Coty & doth know the Respondent Emanuel Louis Anderson & that he has been Married to the Petitioner Sarah Coty & doth make this Affair and this Deponent saith that the Order in this Cause was served on Sarah Coty & doth make the Petitioner Sworn in Court for

also

two Morrison who have signed as Witnesses to said Paper he both
been told and gone to Vellore or Arcot but he doth not know which
— and more Saith not to this or the last Interrogatory

Rich.d Dighton

Mayors Court at
Madraspatnam

Between Sarah Blyfield
Plaint.f Thomas Rumbold Petitioner
and Emanuel Lewis Anderson of
Madras Inhabitant Respondent
in a Certain Cause wherein the
Said Emanuel Lewis Anderson
is Complainant and Sarah Blyfield
of Madras aforesaid Inhabitant
Defendant

On the Part of the Petitioner

Depositions of Witnesses taken in the Cause by
Virtue of a Commission to me directed
Dated the Fifteenth Day of July Instant
Before me Edward Woodall Gent. Town Clerk of
Madras aforesaid Inhabitant duly sworn on the Holy
Evangelists of Almighty God

Sarah Blyfield of Madras aforesaid Widow aged 42 Years or thereabouts being produced as a Witness in the
Affair the Subject of the Petition on the 16. Day of July 1782. Sig-
nified at the Office of Mr. Henry Dundas who is Attorney for the Respon-
dent by Summons my Servant who also left him a Note of the Name
Title and Place of the said Deponent and afterwards on the same
Day

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Several Times to the said Collyanpuk who made excuses for not delivering up the Title Deeds and this Deponent saith that the Petitioner had quiet possession of said Garden for some time until the Order of the Honble Mayors Court deprived him of it — and More saith not to this or the last Interrogatory

Richd Lightfoot
his
Ensn

Between Ensign Lewis
Anderson of Madras Inhabitt
Ent Complainant and Serga
ny Lewis of the same place Inhabitant Defendant

Interrogatories to be
administered to such Witnesses
as shall be produced thereon
and examined on a Certain
Affair Now depending and
at Issue in the Honble the
Mayors Court at Madras
for the said Ensign Lewis
Inhabitt Plaintiff and Ensign Lewis
Anderson of the same place
Inhabitant

and who Received the Rents thereof? and how long and what was the Amount produce of the said premises. Have or were not the said Premises ever Devised to the Petitioner and by whom and for how long time? If Yea what did the Petitioner pay for the Rent thereof and whom did he pay the said Rent to and how long at once the Petitioner quitted and left off occupying the said premises? And who afterwards rented or possessed the same and who were in possession of the said premises at the time of filing the said Petitioner? Do You know how you heard or been informed of any Claim being made to the said premises by the Petitioner previous to the filing the said Petitioner and he whose? Do You know how you have heard or been informed of any Matter or thing of the Petitioner purchasing or wanting to purchase the said Premises indepute from the said Graves or Jane and are also Myah Said? Do You know how you heard or been informed of any and what Deed or Writing of Sale being given or pretended to have been given by the said Graves or Jane also Myah Said to the said Petitioner of the premises indepute? Do You know or how you heard or been informed of any and what Conversation passing previous to the filing the said Petitioner and how long before, between the Petitioner and any other and what Person or Persons and who by name relating to any or such Deed of Sale of the said premises given or pretended to have been given by the said Graves or Jane also Myah Said to the Petitioner? If Yea what was the Return and result of such Conversation and Discourse? Do You know how you have been informed of any Matter or thing touching the said Premises?

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to the Petitioner and how long since and who knew the said pre-
mises were or were not at the time of the Petitioners Testators
decease Mortgaged to Wellapah Mandelly or to whom & how
long did the Petitioner and Testator and how long if at time
he quitted the Same? and who was in the occupation of the said
premises at the time the Petition in question was filed.

Cross Exr. Mr. Advocate Sworn &c.

Q. Were you present when you not sometime and how
long previous to the filing of the Petition in question there-
in and called upon as Mediator to and with any other and what
person by Name to settle any and what dispute between the
Petitioner and Wellapah Mandelly or any other and what
person or persons entitled in the premises and dispute & if
yea declare how and in what Manner finally the
same was by you settled and determined and each and every
particular relating to the dispute according to the best of
your knowledge Remembrance and belief.

Cross Exr. Mr. Advocate Sworn &c.

Q. Look at the Paper writing now Shewn to
you at this time & Your Examination Marked A pur-
porting to be a Deed of Sale of the premises in dispute in the
Cause in Your Name Sealed and Subscribed as Witness thereto,
and as Your Name thereto Subscribed if Your own proper
hand Writing and say yea or nay and Subscribed Your
name with the Words & did You see Garonfernan
the Appellant Seal Sign and Subscribe his Name to the due
execution thereof and whether he did or did not in Your
presence Do the Reference of any other person or persons

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90.

of the said Jurors or Witnesses or either of them Speaking in the French Language produced B and C Commissioners of the Rolls of the said State to them directed by the said Governor and Privy Council of the State of Connecticut aforesaid and Shewn to the said Jurors or Witnesses or either of them and by them Read and Understood and the Contents thereof made known to the said Jurors or Witnesses or either of them by the Interpreter aforesaid Duly Sworn and Examined Deposeth and Saith as follows Viz.

Q. Do you Know the Contents of the Papers Marked A B & C

A. I do Know the Contents of the Papers Marked A B & C

Q. Are the Contents of the Papers Marked A B & C Contained in the Rolls of the State of Connecticut aforesaid

A. They are Contained in the Rolls of the State of Connecticut aforesaid

Q. Do you Know any other Matters or things or have you Heard or Can you Declare touching the Matters in Question or that Can Relate to the Benefit or Advantage of the Respondent

A. I Do not Know any other Matters or things or have not Heard or Can not Declare touching the Matters in Question or that Can Relate to the Benefit or Advantage of the Respondent

Sworn before me

Ely Dibble
Assistant

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91

Said to be a true Copy
of the Original delivered up by Order of Court the 5th April 1783
James Taylor
Clk

The Exhibit Marked A was shewn to Cornelius Vanvoorhees Mentioned & Sworn to before me this 5th day of April 1784 in the Examination before me without the hearing of the Respondent
Jno Cotton Chief Justice
Exhibit Marked B was shewn to Cornelius Vanvoorhees Mentioned & Sworn to before me this 5th day of April 1784 in the Examination before me without the hearing of the Respondent
Jno Cotton Chief Justice

Said to be a true Copy
of the Original delivered up by Order of Court the 5th April 1783
James Taylor
Clk

The Exhibit Marked A was shewn to Cornelius Vanvoorhees Mentioned & Sworn to before me this 5th day of April 1784 in the Examination before me without the hearing of the Respondent
Jno Cotton Chief Justice
Exhibit Marked B was shewn to Cornelius Vanvoorhees Mentioned & Sworn to before me this 5th day of April 1784 in the Examination before me without the hearing of the Respondent
Jno Cotton Chief Justice

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The Exhibit Marked B was shewn to David Hallaburton Chirurgeon Mate Commanded & Cornordaungen Moodelly at the Respective times of their Examination before me on the Part of the Respt in a Certain Affair now depending in the Honble Ke Mayrs Court at Madraspatnam wherein Isaak Coty Pillah is Plt and Emanuel Louis Pondevenia Respondent on the 31st Day of Octr 1750 & 1st Day of Novr Anno Domini 1751

Rich Dupleix
Govr

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93

This Exhibit Marked C was shown to David Halliburton Commissioner Viswanadah & Cross Examination Mutually at the respective times of their Examination before Me in the Part of the Respondent in a Certain Affair now depending in the Hon'ble the Mayor's Court at Madraspatnam wherein Tanah Coety Pillah is Petitioner & Emanuel Lewis Anderson is Respondent on the 31. Day of October & 3d. 8th. Day of Nov.r Anno Domini 1781. —

Rich.d Leighton

Comm.r

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Mayors Court at
Madraspatnam

Between Emanuel Lewis
Inderoon of Madras Inhabitant
Complainant and Sangarayen of the
same place Inhabitant Defendant
wherein Sanuk Coty Pilla of the
same Inhabitant is Petitioner &
Emanuel Lewis Inderoon of
the same place Inhabitant Respon-
dent —

On the part of the Respondent

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

Vellayeah of Saint Thomé Inhabitant but now at Madras Aged 48 Years
a Gentoo duly sworn produced as a Witness on this Affair on the Part of the Res-
pondent was on the 16th Day of December 1783 Examined at the Office of Mr.
John Sykes who is Attorney for the Petitioner by Interpreting my Servant who
also Left him a Note of the Name Title and Place of Abode of the said Depo-
nent and afterwards on the same Day being duly Sworn and Examined Deposeth
as followeth —

To the first Interrogatory this Deponent saith that he doth not
know the Complainant Emanuel Lewis Inderoon in this Cause
and that he doth know the Defendant Sangarayen in this Cause
and that he hath so known him from his Infancy — And that
he doth know the Petitioner Sanuk Coty Pilla in this Affair
and that he hath so known him from his Infancy — and that
he —

Pennycuick deceased this Life and that he received the Revenue
arising therefore on Account of the Interest due upon the Mort-
gage, and this Deponent saith that he and his deceased Brother Recei-
ved the Annual Revenue arising on said Premises for these fourteen
years Past and that formerly the Annual Revenue was thirty Eight
Pagodas and some times forty Pagodas and that it is now fifty Pagoda
and this Deponent saith that the said Petitioner hinder the said Pre-
mises of them for Eighteen Months and this Deponent saith the
said Petitioner paid fifty Pagodas pr Annum for the Rent thereof
and this Deponent saith the Petitioner Paid said Rent Tchiem and
the Petitioner has Granted Renting said Premises about four Years
past, and this Deponent saith that afterwards he professed said
Premises and Rented them to one Cholapah and Ramah and this
Deponent saith that at the time of filing the Petition the Petitioner
was in possession of the Premises as if he had purchased said Premi-
ses and this Deponent saith the Petitioner said claim to said Pre-
mises about four Months before said Petition was filed, and this
Deponent saith that he heard the said Petitioner had purchased
the Premises of them and this Deponent saith that he heard
that either said had granted the Petitioner a Kobalah of the Pre-
mises in dispute and this Deponent saith that upon said Premi-
ses and the Cooperahad Rents and his Brother came there
and told him that the Petitioner wanted his four hundred Pago-
das which he had paid to them said on Account of said Premi-
ses and this Deponent said that he had not got any money
but that he Borrowed Some to Pagoyans who paid them
Petitioner Four hundred Pagodas on Account of them said
and this Deponent saith that after the Defendant Pagoyan
paid

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Mayors Court at
Madraspatnam

Between Emanuel
Lewis Anderson of Madras
Inhabitant Complainant and
Peregaroyen of the same place
Inhabitant Defendant wherein
Sarah Body late wife of Madras
Inhabitant is Petitioner and
Emanuel Lewis Anderson of
the same place Inhabitant is
Respondent

On the Part of the Respondent

Depositions of Witnesses taken in this Cause

Sworn and before the Examiner in the Court at Fort St. George

Sholiapaka of Saint Thomé Gardener but now at Madras Aged
30 Years a Heathen being produced as a Witness in this Affair
on the Part of the Respondent was on the 16th Day of February 1782 Sup-
ponaed at the Office of Mr. John Sykes whose Attorney for the Petti-
tioner by discovering myself who also left him a Note of the Name
Sole 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 Emanuel Lewis Anderson in this
Cause and that he doth know the Defendant in this Cause, and
that he hath known him for one Year — and that he
hath known the Petitioner Sarah Body for this Affair
and

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Mayors Court at
Madraspatnam

Between Emanuel Lewis
Andrew of Madras Inha-
bitant Complainant and
Benjamin of the same place
Inhabitant Defendant touch-
ing a Book Debt pitha of the
Said Inhabitant is Petitioner
and Emanuel Lewis Andrew
of the same place Inhabitant
is Respondent

On the Part of the Respondent,

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

Coorthee Sheik Ammadoo of Saint Thomé Cooly but now
of Madras Aged 60 Years or thereabouts being produced as a Witness
in this Cause on the Part of the Respondent was on the 25th Day of
February 1782 Sworn before the Office of Mr. Sabonadres who is
Attorney for the Petitioner by Examining my Servant who also left
him a Note of the Same Tenor and Place of Abode of this said De-
ponent and afterwards on the Same Day being Sworn and Ex-
amined Deposeth as followeth —

To
1st Interrogatory Sd. Deponent saith that he doth not
know the Complainant Emanuel Lewis Andrew in this Cause
and —

saith that the Petitioner did not receive the money or did he ever return the Bill of Sale, and at last the Person who lent the money to Gunny ferreven received it back again from Venkatrow — and more saith not touches the last Interrogatory —

Rich^d Dighton

Exam^d

£091

Mayor's Court
Madras 25th Jan^y 1788

Between Emanuel Lewis Anderson of Madras Inhabitant Complainant and Sagayen of the same place Inhabitant Defendant wherein Ennah Coly pillah of Madras Inhabitant is Petitioner and Emanuel Lewis Anderson of the same place Inhabitant Respondent —— 6

On the Part of the Respondent

Depositions of Witnesses taken in this Cause by and before the Cornier in the Court of Request

Coman Sorbrayen Hoodaly of Madras Dubash Aged 30 Years or Thereabouts being produced on oath this 25th day of the Present month and sworn this 26th day of October 1787 Examined at the Office of Mr John Yates one of the Attorneys for the Petitioner by Burnasing my Servant who also Explains to him the Nature Scite and Effect of the Oath

Said —

said Sangarayen at the time of executing the said Bill of Sale to the said Sangarayen — and more saith not to this Interrogatory.

To the Last Interrogatory this Deponent saith, that the said Premises were formerly Mortgaged to Vellaiyah and after wards Sold to Sangarayen — and more saith not to this Interrogatory —

Rich.d Dighton

Cl Sworn

C Sooboroy

Depon.t

Mayor's Courtat

Madraspatnam

Between Emanuel Lewis Andeavon of Madras Inhabitant Complainant and Sangarayen of the same place Inhabitant Defendant whereon Smaker Coty pulla of Madras Inhabitant is Petitioner and Emanuel Lewis Andeavon of the same place Inhabitant is Respondent

On the Part of the Respondent

Depositions of Witnesses taken with the Cause by and for the Examiner of the Court as follows the Examination of Vedamandeen of Madras Caniapha 22 Years of Knowledge being produced as a Witness on this Behalf

1799
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Witness and that each of their Names thereto Set and Subscribed
was of their own proper hand Writing and the said Gamaparroo
alias Alias Myah Lub did deliver unto Sangrayen the Original
Bills of Sale of the said Executor in this Deponents presence
and his Deponent saith that the Paper Writing in the Persian
Language Marked B and C are the Original Bills of Sale
so delivered by the said Gamaparroo alias Myah Lub to the
said Sangrayen at the time of executing the said Bill of
Sale to the said Sangrayen and Where saith not to this or the
Last Interrogatory

Richard Pighton
Comr.

Mayors Court
Madraspatnam

Between Emanuel Lewis
Esquire of Madras Inhabi-
tant Complainant and Sanga-
rayen of the same place Inha-
bitant Defendant wherein
Town Duty Bills of Madras
Inhabitant is Petitioner and
Emanuel Lewis Anderson of
the same place Inhabitant
is Respondent

On the part of the Respondent

Depositions of Witnesses taken in this Cause by and
before

201.

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the Original Petition Copies and Answer Swith and to this
the last Interrogatory
Richd Pigott
Court

David Haliburton

Extract from the Minute of a Court Held at the Town
Hall on Tuesday the 11th Day of March Anno Domini 1783

Present

William Webb Esquire Mayor
Edward John Holland & Edward Snowd
Aldermen

Petition of Humanity Pollock with Schedule of a Bill of Sale
& Affidavit Marked A & B annexed Read
Answer with Resolutions of Three Copies N.1 2 & 3. annexed to
Interrogatories on the part of the Petitioner Marked A & B
annexed Read
Five Depositions taken Sworn to Read Five Copies N.1. 2. 4. 5. 7. 8. 9. 10.
did not appear for Examination.
Assistant Interrogatories on the part of the Petitioner Read
Four Depositions taken Sworn to Read
Interrogatories on the part of the Respondent with Letter Exhibits
Marked A B & C annexed Read
Six Depositions taken Sworn to Read Five Copies N. 3. 4. 6. Dont
appear for Examination

The Petition of Humanity Pollock & the
Respondents Answer being read & Considered & Determined this
Day in the Course of the Petitioner & Respondents Interrogatories
Petition of Humanity Pollock with Schedule of a Bill of Sale
and Affidavit Marked A & B annexed. The Respondents
Answer

Comment as also an Assignment or Transfer thereof with a power of Attorney are herewith annexed for the inspection of this Honble Court and which Your Orators pray may be admitted as part of Your Orators Bill of Complaint And Whereas Your Orators as Executors aforesaid have frequently and in an amicable Manner Requested payment from Ruvaid Sadarangan of Rs and sum of Seventy nine Pagodas and the Interest

Yet now so it is and May it Please this Honble Court the said Sadarangan Obstinately and wilfully refuses to pay the same to Your Orators any Manner of Satisfaction Touching the Premises Your Orators therefore pray a Genl relief such as this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Sadarangan 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 Distinctly to all Intents and Purposes as if the same were hereagain Particularly Interrogated and duly Answering to Pagodas to pay unto Your Orators the aforesaid sum of Seventy nine Pagodas and Interest aforesaid together with all such Interest as remains owing thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Sadarangan to be Summoned and Required by the Sheriff of Pondicherry or his Deputy or Deputies and the District Peons Personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed

Dr. per Sundry Accounts in Account Current with the Chengaleroy and Soobramony Executors named in & Entitled to the Last Will and Testament of Woodatoor Nellamah Deceased } &c.

1782				1783			
	To Amount of your Bond of this Date payable on Demand	17	22		By Balance	29	12
1783 Feby 3	To Interest on Ditto from the 27th June 1777 to this Day at 5 p. Cent per Annum	11	32				
		29	12			29	12

Pagodas

Madras 3d. February 1783.—

Errors Excepted

&c

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Demand and Receive of the said Sarbuzgen his Heirs Executors and Administrators the Money due and to become due on the said Account Current and Bond and upon Payment thereof the said William Clark his Heirs Executors and Administrators to Sue for and Recover the Same and on Payment thereof to deliver up the said Account Current and Bond and give Sufficient Releases and Discharges therefore and one or more Attorney or Attorneys under them to Constitute and whatsoever the said William Clark or his Attorney or Attorneys under him shall Lawfully do in the Premises the said Changlerey and Subramony as Executors aforesaid do hereby allow and confirm and the said Changlerey and Subramony as Executors aforesaid do Covenant with the said William Clark that they the said Changlerey and Subramony as Executors aforesaid have not Received nor will Receive the said Money Due or to become Due on the said Ballance of the Said Account Current and Bond or any part thereof Neither shall or will Release or discharge the same or any part thereof but will own and allow of all Lawfull proceedings for the Recovery thereof he the said William Clark Saving the said harmless of and from any Costs that may happen to them thereby In Witness whereof the said Changlerey and Subramony as Executors aforesaid Have hereunto Set their Hands and Seals at Madras this fifteenth day of February One Thousand Seven Hundred and Eighty Seven

Signed Sealed and Delivered
in the presence of
Robert Haddon
Secretary

Changlerey (L.S.)
Subramony (L.S.)

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Filed the 2d April 1782

To the Honble the Mayors
Court at Madraspatnam

The Humbly Complaining Shew unto
the Honble Court Your Orator Charles Crofts and Richard John
son of Calcutta in the Kingdom of Bengal Merchants by their
Attorney John Sykes of Fort St George One of the Attornies of this
Honble Court That Richard Harding Ensign in the Service of the
United Company of Merchants of England Trading to the East Indies
at present at Fort St George and Administrator of all and sin
gular the Goods and Credits Rights and Debts which were of
Samuel Sears deceased late a Lieutenant Colonel in the Service of
the said United Company Letters of Administration to the Es
tate and Effects of the said Deceased having been granted to the
said Richard Harding by this Honble Court, stands Justly and
truly Indebted unto Your Orator in the full and Just Sum of
Two Thousand Nine hundred and Sixty two Pagodas and Seven
Fanams Current Money of Madras Making in Sterling Mo
ney of Great Britain at the Rate of Eight Shillings for every
Pagoda the Sum of One Thousand One hundred and Seventy Two
Pounds Sterling Which he the Said Defendant is unwilling to
attempt Appear by Way of a Bond or Obligation on Account and
Upon of this Letter or Power of Attorney hereunto Annexed
for the Inspection of this Honble Court Marked A B C D.
and which Your Orator may be Admitted as part of
this Your Bill of Complaint The Originals of the said Bond
and Letter or Power of Attorney being in Your Orator's said
Attorneys Custody to be produced if Required and
Your

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Hobble Court Shall seem Meet

Jno Sykes 2
Atty for Compt

A

Know all Men by these Presents that I Samuel Sears of Calcutta in Bengal Major am held and firmly bound unto Mess^rs Charles Crofts and Richard Johnson of the same place Merchants in the Penal Sum of Current Rupees Seventy three thousand to the Payment whereof well and truly to be made to the said Charles Crofts and Richard Johnson their heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my hand and Seale in Calcutta this Eighteenth day of January in the year of our Lord One thousand seven hundred and Eighty

Whereas the above bound Samuel Sears hath Borrowed and received of the above named Charles Crofts and Richard Johnson the full and Just Sum of Current Rupees Ten thousand to be repaid with Interest at Eight per Cent per Annum Payable on twelve Months from the Date hereof

Now the Condition of this Obligation such that if the above bound Samuel Sears his heirs Executors Administrators or Assigns shall well and truly Pay or Cause to be paid unto Charles Crofts and Richard Johnson their heirs Executors Administrators or Assigns the full and Just Sum of Current Rupees Ten thousand together with such Interest as shall or may become due thereupon then

C

Know all Men by these Presents that We Charles Coates and Richard Johnson Merchants of Calcutta in Bengal have made ordained Nominated Authorized Constituted and Appointed and by these Presents do make Constitute Ordain Nominate Authorize and appoint John Ferguson Esq^r to be our true and lawfull Attorney for Us and in our Names and to and for our Proper Use and behoof to Demand Sue for recover and receive by all lawfull ways and means whatsoever of and from all and every Person and Persons whomsoever whom it doth shall or may concern all and every such Sum and Sums of Money Debts Dues Goods Effects and things whatsoever which now are and shall be and grow due owing Payable or belonging to Us the said Charles Coates and Richard Johnson upon or by Virtue of any Bill, Bond, Book or upon Account of Trading or Dealing or upon any Account ways or means in any otherwise howsoever and if Need be to call to Account and bring to a Reckoning all or any Person or Persons concerned in the Premises and upon Receipt and Recovery of all or any such Sum or Sums of Money Debts Dues Goods Effects or other things or any part thereof Sufficient Acquittances or Discharges for Us and in our Names from time to time to make and give Giveing and by these Presents Granting unto our said Attorney full Power and Authority in and touching the Premises to Use pursue Prosecute Sue Arrest Attach Sue together Compound Composition Order and Agree and Have and thereof again to Acquit Discharge and out of

Pro[illegible]

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D

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Know all Men by these Presents that I John Ferguson of Calcutta in the Kingdom of Bengal but at present at Fort Saint George Esqr do Make and by Virtue of the Power and Authority Vested in me by Mess.rs Charles Coates and Richard Johnson of Calcutta aforesaid Merchants in and by one Letter or Power of Attorney bearing date the Eighth day of September which was in the Year of Our Lord One Thousand Seven hundred and Eighty One Have Made Ordained Nominated Authorized Constituted and Appointed and by these Presents Do make Ordain Nominate Authorize Constitute and Appoint Mr John Sykes of Fort St.n George aforesaid One of the Attornies of the Honble the Mayors Court at Madraspatnam to be the said Charles Coates and Richard Johnsons true Certain and Lawfull Attorney in the same Manner and with the like full Power and Authority in every Respect And to my whole Sundry use as they the said Charles Coates and Richard Johnson have Power and Authority by the said Recited Letter or Power of Attorney before mentioned In Witness whereof I the Twenty second day of February in the Year of our Lord One Thousand Seven hundred and Eighty Two

Signed Sealed and Delivered in the Presence of us

Wm Cumming
Robert Brooke
Thomas Johnson

Signed
John Ferguson (LS)

A true Copy
Jno Sykes
Atty for Compl.t

109 100

carefully Examined all the Books Papers Letters and Accounts of the
Deceased which hath come into his hands or Possession as Administra-
tor as aforesaid but cannot find any Account of the Demand
set up by the said Complainants in their said Bill of Complaint
to have been Entred or noted by the Deceased Lieutenant Colonel
Samuel Stone in any Book Record or writing whatsoever there-
fore this Defendant cannot admit to Stand Indebted unto the
said Complainants either as Administrator as aforesaid or otherwise
either in the sum of Five Thousand nine hundred and Sixty two
Pagodas and Seven fanams Current Money of Madras — as in
Charged in the said Complainants Bill of Complaint or in any
other sum or sums of Money for or upon Account of any matter
or thing whatsoever — But this Defendant saith that from
Particular Circumstances which he was made Acquainted with in
the Life time of Lieutenant Colonel Samuel Stone he verily Be-
lieves that Several Money transactions were had and done between
the said Complainants and the Deceased and that the Complainants
Accounted the Deceased with the sum of some Money at the
time of the death of Captain Isaac Son of the Deceased or
about for Europe but to what Amount this Defendant cannot
set forth certain he this Defendant knows of the same was paid
or discharged by the said Lieutenant Colonel Samuel Stone in his
life time and more over this Defendant not withstanding
he utmost diligence has been applied in the search find any
Account to recommend him that can direct this Defendant or give
him the Information desired regarding the said Money transac-
tions or negotiations Neither anything touching or Regarding the
Demand as set up by the Complainants nor can he learn how
and in what sort Accounts were between the Complainants

and —

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Richard Sladen
administrator

Edward Ellis
Attorney for the Defendant

Sworn fully Instructed

Sworn to this 15th day of
June 1782 before me
Edwd Gwatkin
Mayor

Feb 25th March 1785

To the Worshipful the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipful
Court Your Orator James Johnson of Fort Saint George one of the
Attorneys of this Worshipful Court and Administrator of all and singular
the Goods Cattle Rights and Credits of John Sykes late of the same
place Deceased That the said deceased John Sykes as Attorney to Messrs
Messrs Charles Croftes and Richard Johnson of Calcutta in the Kingdom
of Bengal Merchants did under his Syptelime on or before the Second Day
of April which was in the Year of our Lord One Thousand Seven Hundred
and Eighty Two Exhibit a Bill of Complaint in this Worshipful the
Mayor's Court of Merchants of England trading to the Eastindies
and Administration of all and singular the Goods and Chattles Rights
and Credits which were of Edward Sears deceased late a Lieutenant
Aboard the Service of the said United Company for the Sum of Two
Hundred Pagodas and Thirty Two Pagodas and Eleven Fanams
Current Money of Madras Thirty upon an Account Current bearing
date the Twenty Ninth day of March which was in the Year of our Lord
One Thousand Seven Hundred and Eighty Two whereby the said Sum of Two
Hundred Pagodas and Thirty Two Pagodas and Eleven Fanams was
due

Should not be Revived against him and being thereupon plight Sale and Conditions as the same were on at the time of the Statement thereof further to stand to and abide by such Order and Decree in the premises as to this Honble Court shall seem Meet

James Johnson
atty for Compt

Mayors Court at
Madraspatnam

Tuesday the 1st day of April
Anno Domini 1783

Present
William Webb Esquire Mayor
James Call and Edward Fraser
Aldermen

Between Charles Foster
and Richard Johnson by his Attorney John Lyster Complainant
and Richard Hardin Administrator of Samuel Swan Deceased
Defendant

This Cause coming to be Heard & Debated this Day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill with Copy of a Bond or Obligation in Pagoda and Copies of an Letter of Attorney annexed — the Defendants Answer the Bill of Revivor — On Hearing the Pleadings Whereof Due & by the Attorneys on both Consideration had thereon — This Court doth therefore Order & Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainants out of the Estate

and —

Sd 8th June 1782

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To The Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Timea Pedda Kistnama Chitty of Ma
dras Inhabitant Hatt Merchant Chitty of the same place Dutch
Lands Indebted unto Your Orator in the Sum and just Sum of
Fifty eight Pagodas Current Money of Madras making in Ster-
ling Money of Great Britain at the rate of eight Shillings
for every Pagoda the Sum of Twenty three Pounds and four Shil
lings as hereafter as will more fully appear by an Account
and Copy of an Assignment hereunto Annexed for the Inspection
of this Honble Court which Your Orator prays may be ad-
mitted as part of this his Bill of Complaint And whereas
your Orator hath frequently and in an Amicable Manner
required Payment from the said Mortal Chitty -

But now so it is may it please this Honble Court
the said Mortal Chitty Obstinately and wilfully refuses to pay
Your Orator the Same or any manner of satisfaction touching
the Premises Your Orator therefore prays a General Relief unto
this Honble Court shall appear agreable to Equity and good Conscience
& to the End therefore that the said Mortal Chitty may upon his
Corporal Oath full true direct and perfect Answer make to all and
singular the Matters and things herein before exhibited & alledged
& as fully truly and effectually to all intents and purposes as
if the same were herein repeated and particularly interrogated -

and -

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Consideration to Love vs hand paid by Jacob Rowley of the afore-
said Inhabitant at or before the Sealing and Delivery of these
presents the Receipt whereof he the said Simeon Ledda Kistenma
Doth by these presents acknowledge he the said Simeon Ledda Kistenma
Doth by these presents signed and set over and by these presents doth as-
sign and set over unto the said Jacob Rowley the said Account and
the Money thereupon Principal and Interest thereupon due and
owing and which may become due thereon and all his Rights
and Interest of in and to the same and every part thereof and
the said Simeon Ledda Kistenma Doth for the Consideration
aforesaid hath made Constituted appointed and by these presents
doth make Constitute and appoint the said Jacob Rowley his
Executors and Administrators his true and lawfull Attorney and
Attorneys Irrevocable for him and in his Name and in the name
and Names of his Executors and Administrators but for the sole and
proper use and benefit of the said Jacob Rowley his Executors Admi-
nistrators and Assigns hereby Giving and Granting unto the said
Jacob Rowley his Executors and Administrators the Money
due and to become due on the said Account and on non Payment
thereof to the said Jacob Rowley his his Executors and Administrators
to be due for the same the same and on payment thereof
to discharge the said Account and give sufficient Release and Dis-
charge thereof and one or more Attorney or Attorneys under him
to substitute and substitutes the said Jacob Rowley or his Attorney
or Attorneys for him shall Lawfully do in the premises the
Simeon Ledda Kistenma Doth hereby allow and
confirm the said Jacob Rowley or his Attorney or Attorneys
under the said Jacob Rowley that he the said Simeon Ledda
Kistenma

Insufficiences and Imperfections in the said Bill of Complaint
Contained for Answer thereunto or unto so much thereof as he is
advised doth Materially Concern him to make Answer unto
he this Defendant Answereth and Saith that he absolutely
denies to stand Indebted unto the said Complainant in manner
and as the same is charged in the said Bill of Complaint.

All which Matters and things this Defendant
is ready and willing to Verify Wherefore and Prays as this
Honble Court shall direct and Ever May to be hence Dis-
missed with his Reasonable Costs and Charges in this behalf
most thoroughly sustained.

Boyhan
Sol for Defendant

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Feb. 24th Sept. 1782

The General Rejoinder
of Mootal Chitty to the General
Replication of Sunk Peddah
Rettnamah Chitty by his At-
tornies Jacob Roachey. —

This Defendant now and at all times hereafter
saving and Reserving to himself all Manner of Benefit and
Advantage of Exception to the Uncertainty Insufficiency of the
said Replication for Rejoinder Saith that this Defendants
said Answer is true Certain and Sufficient in the Law to be
Replied unto and Saith even and by his said Answer he
hath already said and doth and will ever and Maintain
all and every thing and things therein to be true and certain in
such manner as the same is alledged and Expressed and this Defen-
dant also saith that the said Replication of the said Complai-
nant is Uncertain and Insufficient in the Law to be Rejoin'd unto
by this Defendant for diverse Defects and Imperfections therein
Contained and this Defendant again Denies to stand and Abi-
unto the said Complainant in Manner as the same is Charged
in the said Bill of Complaint

All which Matters and things this Defendant is
Ready to Aver Maintain and Prove as such Manner and form
as this Honble Court shall Direct and therefore humbly Prays
as before in his said Answer he hath already Prayed. —

Pattiruven
Atty for Deft

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you know have heard or been informed if the said Defendant did or did not pay the said Account or any and what part thereof at or before such day of Credit and time fixed and agreed for paying the same: or whether the said Defendant hath at any time since paid the same or any and what part thereof? Declare what you know have heard or been informed and do believe together with the Reasons of such your belief.—

To Inter. Vercat. 3? Do you know have you heard or been informed of any Matter and thing touching the dispute and Cause of action between the Complainant and the Defendant in the Bill of these Interrogatories Named? If you Do you or did you receive on behalf of the Complainant sometime in the Months of May or June or at any other and what time demand payment of and from the Defendant of any and what Sum or Sums of money or and for the Amount due of any and what Quantity of Cotton purchased by the said Defendant from the Complainant? If you did the Defendant pay the same or any and what part thereof at such time and times of the same being demanded and what answer did he the said Defendant make to such demand or Application for Payment? And what do you know or have heard of the Defendant hath or hath not paid the same or any and what part thereof? Declare what you know have heard or been informed and do believe together with the Reasons of such your belief.—

To all the Interrogat. 4? Do you know or Do you not know of any other matter or thing or have you heard or Can you set forth anything touching the Matter in question in this Cause that may tend to the benefit and advantage of the Complainant besides what you have been before Interrogated unto? If yes Declare the same fully and at large as if you had been thereunto particularly Interrogated.—

Jeff Davis

Atty for Compt

the quantity so purchased were eight Peices at the Rate of seven Pagodas and a quarter for Peice which amounted in the whole to the Sum of fifty eight Pagodas That the said Sum was to the Pain the said Complainant without any deduction whatever for Customs that the Defendant did not pay at the time for the said Muslins but promised he would pay the said Sum of fifty eight Pagodas within three Days, but he did not pay the said Amount at the Time specified and agreed upon nor any Part thereof nor has he to this Day paid the said Sum of fifty eight Pagodas nor any Part thereof and more Saith not to this Interrogatory 1.

To the fourth and last Interrogatory this Deponent saith that he doth not know of any other matter or thing touching the matter in Question in this Cause that may tend to the Benefit or advantage of the Complainant and more Saith not to this Interrogatory 2.

Sworn to & Subscribed before

Mayors Court at

Madraspatnam

Between Pedda Kodnamah Chitty by his Attorney Sarah Moodeliyar Complainant and Moolah Reddy Defendant

On the Part of the Complainant.

Depositions of Witnesses taken in the Cause hereunto annexed before the Honble the Court at Fort St George

Judge

and Sum the said Defendant has not paid to this Day —
answer saith not to his Interrogatory —

To the first and last Interrogatory this Deponent saith that
he doth not know of any other matter or thing touching the
matter in question in the Cause that may tend to the Bene-
fit or advantage of the Complainant and more Saith not to his
Interrogatory

Sworn before Parker
Coram

Mayors Courtat
Madraspatnam

Tuesday the 8th day of April
Anno Domini 1783

Present

William Webb Esquire Mayor
Edward Garrow and Thomas Cooper
Aldermen

Between James Peile
Attorney at Law of Madras
Merchant by his Attorney
and Acting of Madras Inha-
bitant Complainant and Peti-
tioner of the one part
and Defendant of
the other

Which Cause coming on to be heard & Debated this Day in

Copy of the Order of which Service Affidavit is to be Made — 1819

Above Copy

James Taylor

Pr.

In The Honble the Mayor's
Court at Madraspatnam

Between Meiyah Hamed
by Dolamick Cllando
Compt. & Sam Sloden Defendt.

The Affidavit of Thomas Jones one of the Serjeants of this Honble Court

The Above Named Deponent Maketh Oath & Saith that he did Personally Serve the Above Named Dolamick Cllando with the Within Extract Issued from this Honble Court & that he also left a Copy of the said Extract with the said Dolamick Cllando,

Thos. Jones

Sworn to in Court
the
Nov 15. 1819 day of 183-

James Taylor

Pr.

285

120

Collonda Kokelante dasMadrasta
pelos Lemante Mayah
Inwoldans Habitante dasMáes
ma Lugar Defendante

O Depoimento de Dalamith Collonda

Ele Depoente faz Juramento e Diz
que a Dona Mencionada Defendante foi Justo e Verdadeiramente
Legalmente welleste Depoente Na Costa daVerdadeira Forma
se Sumo Mill Cuta Cento e Dez Pagodas etrinta quatro fa-
nams Moeda Corrente da Madrasta que ell este Depoente
hoje Pessoa de Cor que adonna Mencionada Defendante este de
vedor de pagar fora de Jurisdiçaõ desta Honrrada Corte

Sworne to before me
this 24th. Decemr 1782.

Jno Hadley
Mayor

Dalamith Collonda

Filed 24th
Decemr 1782

To the Honble the Mayor
Court at Madrasepatnam

The Humble Complaint Sheweth unto this
Honble Court Jan Peter Mongal Armd by his Attorney Dalamith Colan
daPolliam Native Inhabitant Black Mayah Inwoldan of the same place
Humbly Sheweth and Truly maketh unto Your Worships Full
Judgment for Three Hundred Eight Pound and Ten Pagodas and Thirty
four Fanams Current Money for Monies making in Sterling Money of
Great Britain Two Hundred Pounds Eight Shillings for Ten Pagodas

The

Administrators and Assigns the Money Due and to become due on the said Recited Covenant, and every payment thereof, from thereof Meyah Jarradan, his Heirs Executors, Administrators, and Assigns, to sue for, and recover the same, and on payment thereof, to deliver up and Cancell the said Recited Covenant and give sufficient Releases and Discharges thereof, and Your Orator, Releasing, Ra-leasing, and Confirming whatsoever the said Defendt Calanda shall Lawfully do in the Premises as well more fully and at Large appear by a Copy of the said Assignment 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 Bill Your Orators profession, Doth ready to be produced, whereunto Your Orator shall, by this Honble Court, be thereunto Required. Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Meyah Jarradan of the said Sum of One Thousand Eight Hundred and Ten Pagodas And thereby Your Orator

Pathetick solicis May it please this Honble Court that the said Meyah Jarradan doth Obstinately and wilfully Refuse paying the same or to give Your Orator any manner of Satisfaction Touching the premises Your Orator therefore Prays Generall Relief and as this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Meyah Jarradan may upon his Corporal Oath full true, Direct and perfect Answer Make to all the Singular the Premises and Things herein before set forth -

Dr. Meeyah Jamadeen in Account Current with Meeyah Hamed ... Cr.

1782										
June	7	To Cash Advanced Expenses								
	11	To Ditto Advanced Ditto Ditto Ditto				140				
		To Ditto Ditto Ditto				480				
	13	To Ditto Advanced Ditto				100				
		To Ditto Advanced Ditto Ditto Ditto				3				
	16	To Ditto Ditto				200				
		To Ditto Ditto				25				
		To Ditto Ditto				320				
		To Ditto Ditto				3	11			
	19	To Ditto Ditto				7				
	21	To Ditto Ditto				20				
		To Ditto Ditto				70				
	25	To Ditto Ditto				500				
		To Ditto Ditto				106	23			
						206				
					Pagodas	1810	34			

Cr.

1782										
June	30	By Balance Due							1810	34

Callanda his heirs Executors Administrators and Assigns to Aske-
gave Demand And Receive of the said Mayah Hamden his
heirs Executors Administrators and Assigns the Money due and to
become due unto the said Account Current and every part thereof
from the said Mayah Hamden his heirs Executors Administrators
and Assigns to sue for and Recover the same And on payment thereof
to deliver up and Cancell the said Account Current And give due
-ent Release and Discharges thereof and one or more Attorney or
Attornies under him to make Constitute and appoint and whatsoever
the said Dulanith Callanda or his Attorney or Attorneys shall law-
fully do in the Premises the said Mayah Hamed doth hereby al
low and affirm And the said Mayah Hamed doth Covenant
with the said Dulanith Callanda his Heirs and Mayah Ha
-med doth not Received nor will Receive the said Money due or
to become due unto 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 fair Lawfull Proceedings for
the Recovery thereof by the said Dulanith Callanda saving the said
Mayah Hamed harmless and Indemnified from any Cost that may hap
pen to him thereby Notwithstanding whereof the said Mayah Ha
-med doth hereunto set and affixed his hand and Seal in
Mudunpahuwa aforesaid this Ninth day of December in the
Year of Our Lord One thousand seven hundred and se
Eighty Four

Signed Sealed & Delivered
in the Presence of

Lorenzo Rose

Baltazar Dias

[Signed] Mayah Hamed (L.S.)

Thos Ryl

Thomas Jones
Asst for Compt

and Two hundred & fifty Pagodas in Rupees and the Remainder
Sum of One Thousand Two hundred & fifty Pagodas I bind myself
& promise to pay unto the said Jamalodin at the expiration of
Six Months from the Date hereof and it is also hereby agreed
that in default of the delivery of the said Quantity of Rice in Two
articles as above at Vizapatam That I bind myself to pay unto
the said Jamalodin the difference of the price of the said equal
Quantity of Rice that shall be risen from the date thereof
hereto Dated 28th August 1782.

Witness
Dara Pauw Ardesheer
Nina Chitty
14. Febry 1783.
Sworn to the truth
of the above Translation before
me — Hon Holt
Mayor

Signed in Persian and Seales
by Meyah Hamed ——
Hereto translated as near as can be
by
Thaddeus Aga Perry Colander
Interpr Cty/

James Johnson
Atty for the Defts

4 Febry 1783 —

The Answer of Meyah
Jamaldeen of Madras Subab
Defendant to the Bill of
Complaint of Meyah Hamed by
his Attorney Dodamith Collando
of the same place Inhabitant
Complainant —

This Defendant now and at all times here-
after saving & reserving unto himself all and all manner
of benefit & advantage of Exception to the many Errors
Untruths —

Defendant, His Defendant further answering Saith that
the Complainant not having it in his power to Discharge the
said Sum of Five Thousand and three hundred Pagodas cannot
by reason this Defendant to accept his Pretended Complainants
Bond or Obligation for the said Sum after Thousand three hundred
Pagodas which this Defendant Readily did, and a Bond was in Con
sequence drawn out Signed Sealed and Delivered to this Defendant by the
Complainant for the said Sum of Five Thousand and three hundred
Pagodas as aforesaid and at Large Appears by a Copy thereof
taken by Interrogatories Annexed for the Inspection of this Honble Court
and which this Defendant prays may be Admitted as part of this his
Answer this Defendant being in this Defendants Custody and possession
and Ready to be produced when this Defendant shall be Required so to do by
this Honble Court This Defendant further Answering Saith that it
accordingly appears by the Respective Words of the said Bond that the Com
plainant had granted thereon to this Defendant after the Settling of
all Accounts between the said Complainant and this Defendant and
Consequently the Sums Specified in the Account Annexed to the Com
plainants Bill of Complaint which bears date the Twenty fifth day
of June One Thousand Seven Hundred and Eighty Two must have
been Settled at the same time wherefore the Complainant would not
have given this Defendant the Bond or Obligation Copy of the or
Translation whereof is herewith Annexed which bears date the Twenty
Eighth day of August One Thousand Seven Hundred and Eighty
Two This Defendant further answering Saith that at the time the
said Complainant filed his Bill of Complaint against this De
fendant he Accounts subsisting between the said Complainant and
this Defendant had been actually and bonafide settled and the
said Complainant had previous to the filing of such his Bill of
Complaint granted and executed in due form of Law a Bond or Obli
gation for the sum of Money which remained due to this Defendant
upon

257

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dismiss'd with his Counsels Col. D Rogers in the Law on this
Libel so strongly fully sustained.—

James Johnson
Atty for the Defendant

Fort St. G.e 2d. July 83.

To the Honble the Mayor
Court Madraspatnam

Humbly Complaining Sheweth
unto Your Honble Worships Worthys Lowcock Gilders
Subject Not Cannor Cunatanarsimma Naick of the same
place Inhabitant stands Indebted unto Your Orator in the Sum
and Just Sum of One Hundred and Eighty Nine Pagodas
Twenty Seven Fanams and Fifteen Cash Current Money of
Madraspatnam or Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum of
Seventy five Pounds Sixteen Shillings and Seven pence
Farthing as will more fully and at large Appear by
Copy of a Mortgage Bond hereto Annexed for the Inspec-
tion 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
Applyed for payment from the said Connor Vencatarara-
simma Naick of the said Sum of One Hundred and
Eighty Pagodas Twenty Seven Fanams and Fifteen Cash -

But now so it is May it please
this Honble Court the said Connor Vencatarasimma
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

258

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Translation of Mortgage Bond Dated the 16. December 1782 —

Nomee Veeraturaswamy Naick of Cayary

to give this Mortgage Bond to William Leveck of Colombo Esqr. —

On my request Veeraw Shave Mortgaged to

you a Piece of Ground situate in my Village of Cayary being

Westward Lots belo. Mr. Loringe Garden and Eastward Lots belo. to the

Road of Pannarembam Village and Northward Lots belonging

Chitty Garden and the Northside to Cayary Containing Six Cu-

-vies of Land and Borrowed and Received from the Sum of Rds. 87. 15

One hundred and Eighty nine Star Pagodas, twenty Seven Fanams

and Fifteen Cash Current Money of Madras, which Sum I promise

to pay you or before the 16th. of February 1783. — And for fault of the

said Payment then you are empowered to take the said Lot Cayary

of Land as from you purchased for the said Sum of Rds. 87. 15. —

Thus Done this by my Own Hand Writing Ballyppillay Sadak

and Other Witness, by their Knowledge drawn by Cayary

Gurnpedum Vaytadacy. —

Witnesses Signed

Ballyppadre Sadak Sadacy

Pannarawk.

Signed

Veeraturaswamy Naick

A True translation as near as can be given

By Mutadar Language by. —

Sorbarayaser

Interpr.

Attested by

James Johnson

Actg. Secretary

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K
14th Sept 1792

To the Worshipful the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth

unto this Worshipful Court your Orator Lyon Dejoth Son
Com of Madras Inhabitant by Occupation Broker Lon-
don of Madras Lieutenant Robert Rogers late of the
same place Inhabitant Hath Made unto Your Orator
in the full and Just Sum of Three Hundred Pagodas Current
money of Madras making in Sterling Money of Great Bri-
tain at the Rate of Eight Shillings for every Pagoda the Sum of
One Hundred and Twenty Pounds as more fully and at large
appears by a Certain Mortgage Bond or Obligation and
Deed of Assignment with Power of Attorney hereunto
annexed for the Inspection of this Worshipful Court and which
your Orator Prays may be admitted as part of this Bill
of Complaint The Original Assignment with Power of
Attorney being in Your Orator's Custody and ready to be produ-
ced for the Inspection of this Worshipful Court of Right and Your Orator
further shews unto this Worshipful Court they have frequently and in an
Amicable manner Requested Payment from the said Robert Rogers
of the said Sum of Three hundred Pagodas and Interest

But now So It Is may it Please this Worshipful
Court the said Robert Rogers Craftily and Wilfully Refuses
to Pay the same or to give Your Orator any manner of Satis-
faction touching the Premises Your Orator therefore Prays Process
Relief

257.

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Translate of Mortgage Bond from Meer Ruzeen the Son of Meer Ab-
dull Aybun to Sujha Begum and Syeth Coon—

I Meer Ruzeen the Son of Meer Abdul Aybun Do
hereby acknowledge to have Borrowed and Received of Sujha Be-
gum and Syeth Coon the Sum of Three hundred Star Pagodas
which is to be Known as the Expiration of One Year from the Date
hereof in Consideration of which Sum of Three hundred Star
Pagodas so hereby Mortgage unto the said Sujha Begum and
Syeth Coon my Share of Ground Situated at near Putta with the
Condition that the Income of the said Piece of Ground shall be
paid on Account of the Interest of the said Sum of Three hundred
Star Pagodas until the full Payment of the said Sum of Three
hundred Star Pagodas and Interest is made and it is hereby agreed
that in Default of the payment of the said Sum of Three hundred
Star Pagodas until the Expiration of One Year from the Date
hereof then the said Sujha Begum and Syeth Coon shall have
full Power & Use with the Possible Hon Mayors Court and Sell
the said Ground and Cop thereupon and also I do hereby
Declare that with my own Consent I have set to my
Mortgage Bond Date 28th October 1754—

Witness
A Mahomed Raja to know
A Mahomed Ismail with Hook

Signed
Meer Ruzeen

A true Translate as near as can be from the Original
in Persian Language by

Rudaus Agent Pany Calendar

Sheweth and in Payment thereof to Deliver up the said Mortgage
Bond or Obligation and give sufficient Releases and Discharges
thereof and moreover Attorney or Attornies under him shall
lawfully do or Cause to be done with Promises thereof Sydu Be-
gum and Syeth Cuan doth hereby Allow and Assure and Declare
Sydu Begum and Syeth Cuan do Covenant with Hervad Domin
gos Johnson that they the said Sydu Begum and Syeth Cuan have
not Receive or made receive the said Money due to become due on
the said Mortgage Bond or Obligation or any part thereof but
will now and also at all Lawfull Proceedings for the Recovery there
of the said Domingos Johnson during the said Sydu Begum and
Syeth Cuan Lawfull said from any Costs that may happen
to them thereby In Witness whereof they the said Sydu Be-
gum and Syeth Cuan have hereunto set their hands and Seales
at Madras aforesaid the fifth Day of September in the Year of our
Lord One Thousand Seven hundred and Eighty Seven

Signed Sealed and Delivered
in the presence of Persons to be
Read in the Presence of

گواه شد فرخا

گواه شد غلام حسن

صاحب بیگم
و
سعید خان

Thos Cosy

Wm Sykes

Attorney for Complt

Filed 26th March 1783

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Vinaga Mooddeen of Madraspatnam
aforesaid Inhabitant that Pania Philippus Calander of the same
place Armenian Merchant stands well and truly indebted unto
Your Orator in the full and just Sum of One Thousand Three
Hundred and Eighteen Pagodas and Ten Fanams Current Money
of Madraspatnam making in Sterling Money of Great Britain
at the rate of Eight Shillings for every Pagoda the Sum of Five
Hundred and Seventy Seven Pounds and Six Shillings as Hereunto
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 and parcel of
this Your Orators Bill of Complaint the Original of which is in
Your Orators possession and ready to be produced whenever Your
Order shall by this Honble Court be thereunto required. Your Ora
tor further Sheweth unto this Honble Court that in the month of
December which was in the Year of Our Lord One Thousand Seven
Hundred and Eighty Two your Orator Lent and Delivered unto the
said Pania Philippus Calander One Thousand Two Hundred and
Seventy Six Pagodas, for the due repayment of which, he the
said Pania Philippus Calander, did Promise, Accorded and Co-
Vened unto Your Orator certain Bond or Obligation bearing
Date on Madraspt aforesaid the Eleventh day of the said Month

of

O Noble Court that the said Dame Philippina Calander doth duti-
fully and Wifully Refuse to pay the same obedience Your Order may
or Decree of Satisfaction touching the premises Your Orator may
for prays a Grant Relief such as to this Noble Court shall
seem agreable to Equity and good Conscience. To the End there-
fore that the said Dame Philippina Calander may upon her Corpo-
ral Oath full true Direct and perfect Answer Make, to all and
singular Interrogatories and things herein before set forth and alledged
as fully, truly, perfectly and Effectually to all Intents and purpo-
ses, as if the same were herein again Repeated and particularly &
Distinctly and severally that he the said Dame Philippina Ca-
lander may set forth and discover whether he did or did not, in
the month of December which was in the Year of Our Lord One
Thousand Seven Hundred and Eighty Four, or at any other and
what time or times, give grant assigne and deliver unto your
Orator certain Bond or Obligation, bearing date on Wednes-
day the ninth day of the said Month of December, which was
in the said Year of Our Lord One Thousand Seven Hundred and
Eighty Four, or any other and what date, whereon and whereby
he the said Dame Philippina Calander, became bound unto
your Orator in the penal Sum or Sums of money
Edition D

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Complaint and further to stands bound and abide by such order
and Decree therein as to this Honble Court shall seem meet

Thomas Jones
Atty for Compltt

K
26 March 1783

This Bill was sworn to in the
Days of Rejournment Let a summons
issue Returnable Next Court Day

Wm Webb
Mayor

Dr Denis Philippus Calander in Account Current with George Mandeler

1783 Decr	11	To the Amount of your Mortgage Bond of this Date		376		1783 March	26	By Balance due	1318.10
1783 March	26	To Interest on Ditto from 11th December 1782 to this day @ 3 per Cent per Annum		42.10					
		Pagodas	1318.10					Pagodas	1318.10

Fort St George March 1783
Errors Excepted
(signed) George Mandeler

A true Copy
Thomas Jones
Atty for Compltt

and lawfull attorney irrevocable to sell and dispose of the same by private or publick sale at his option and the Amount thereof to appropriate towards payment of the said Bond.

Now the Condition of this Obligation is such that if the above bound Denis Philippus Calander his Heirs Executors, Administrators or Assigns shall well and truly pay or cause to be paid unto the said Venaya Mootelar his Heirs, Executors administrators or Assigns the full and just Sum of One Thousand two hundred and Seventy six Star Pagodas Current Money of Madras together with such Interest as shall or may become due thereupon then this Obligation to be void and of no effect otherwise to continue in full force and Virtue.

Signed Sealed and Delivered
in the presence of
Nallanjan Varaperumal
Interpr

/Signed/
Denis Philippus Calander

Mayors Court at
Madraspatnam

Tuesday the 13th day of May
Anno Domini 1783.

Present

William Nesbit Esquire Mayor
Hugh Maxwell & Edward Saward
Aldermen

Between Venaya Mootelar
of

New Copy
Thomas Jones
Atty for Complt

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Seven Pagodas and Twenty five Cash Current Money of Madras, Mu-
king in Sterling Money of Great Britain at the Rate of Eight Shil-
lings pieces the Sum of Seventy four Pounds and Sixteen
Shillings & Sixpence, as will more fully and at large Appear by Copy
of an Account 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 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 Thaddeus Aga Berry
Calender by a Certain Note of hand bearing date the first day of June
in the present Year of Our Lord One Thousand Seven hundred and
Eighty One Pound Sterling, did duly to pay or Cause to be paid unto
your Orator the Sum of One Hundred and Seventy Star Pagodas Twenty
Three Fanams and forty five Cash Within two Months from the date
thereof as will more fully and at Large Appear by Copy of the said Note
of hand hereto 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 Shall by this Honble Court be
Thereunto Required Your Orator further Sheweth unto this Honble
Court that the said Thaddeus Aga Berry Calender hath not, nor
hath any one for him paid or Caused to be paid unto Your Orator,
or unto any One for Your Orators Use, either the whole or any part
of the Money due and Owing on the said Note of Hand though
he hath been Applied for the Payment thereof as Aforesaid Your Orator
further Sheweth unto this Honble Court that he hath frequently
and in an Amicable Manner Required the Payment from the said
Thaddeus Aga Berry Calender of the said Sum of One Hundred
and Eighty Seven Pagodas and Twenty five Cash...

Your

Dr. Thaddeus Aga Berry Calendar in Account Current with Parryenaikam Chintamby & Moody Cr.

1781
June 1 To the Amount of your Stat of this Day
this date
To Interest on Dº from 1 June 1781 to the
28 Nov 1781 on Pº 10,286 @ 12 pCent
pr Annum

10,286 — 10,286

By Balance ..... 187 " 25.

Pagodas 187 " 25

Fort St. George 28th Nov 1781

Errors Excepted
Thomas Jones
Actg for Compt

E & OE Signed
Parryenaikum Chintamby Moody

1781

Sworn &c

24th. Nov.r 1783

Sworn before me

Sir Geo. Nares

Jun.r Master

Tuesday 8th April 1783

The Answer of Thomas Cyn
Gray Collector of Madras Merchant
Defendt to the Bill of Complaint of
Cayetano Pinto by Moodly of
his own proper Inhabitant Complt.

This Defendant Now & at all times here-
after saving and reserving unto himself all and all manner of
benefit and advantage of Exception to the Many untruths Errors
Insufficiencies and Imperfections in the said Bill of Com-
plaint Contained for Answer thereto or unto so much thereof
as is advised as Materially Concern him to make Answer
unto he the Defendant saith that he doth stand indebted
unto

1139 1139

the Defendant he this Defendant executed his note of hand
to one Mr Thomas for one Cotar Bernard Chitty of Madras -
Broker for the sum of two hundred and Seventy Pagodas
payable at the expiration of six Months Commencing from
the above Date and this Defendant further saith that on the
first of June in the Year One Thousand Seven hundred and eighty
one, one Venk Narrain Vencopack a Broker produced an Ac-
count Current to this Defendant signing his name thereto, the Copy
whereof is hereunto Annexed Marked C wherein the said Ve-
nack debited this Defendant with the said sum of Two hun-
dred and Seventy Pagodas, as follows, "Sixth August To Bre thou-
sand Seven hundred and eighty to the Account of your Note
to Cotar pernard Chitty Two hundred and Seventy Pagodas
of this Date" which Amount this Defendant agreed to pay
at the expiration of six Months from the said Sixth August
but not to pay with Interest thereon, as it will appear at the
foot of the said Copy Marked A But the said Venack whom
this Defendant Contrary to the said agreement Charged this
Defendant in the said Account Current, the Copy whereof is
marked C with the Interest of Nine Months and Twenty
five days, commencing from the Sixth August One thou-
sand Seven hundred and eighty, to thirty first may One
Thousand Seven hundred and eighty one, which Interest
must be only for three Months and Twenty five days, and
on Account of the Ballance of the said Account Current, the
Copy whereof is marked C) he the said Venack obtained Two
Notes of hand from this Defendant, on the first June One
Thousand

being only Nominal Owner of the said Note of hand executed in
his Name as aforesaid and having paid no Consideration in the
least for the same, and with whom this Defendant is not Agreein
To even to this day, but who this Defendant is informed is a Servant
to the said Nicoli, and that the said Nicoli is the Real Complai-
nant in the present Suit, Contrary to all Rules of Law and Justice,
And if such is the Case the Complainant Lusterth very ill by this
Defendant by Commencing the present Action against him and
further more by Causing this Defendant to be Arrested in Conse-
quence of the Complainants Oath to the Justices of the said Debt,
and that this Defendant was going to evade the Justice of the Law
by absconding from the Jurisdiction of this Honble Court, a Charge never
Suggested upon him during the long Series of his residence in Mas-
sachusetts, in Consequence that this Defendant is not able to walk thro the
great infirmity of this Age any where out of his own House — And
this Defendant further Saith that the said Agostinho DeLong
Hath Received only the sum of Thirty Pagodas on Account of the said
Sum of three hundred and eighteen Pagodas and thirteen Fanams,
And upon his Defendant making Application Several times to
that purpose, he the said Agostinho De Cruz hath Released him there-
from and made over and assigned the said Sum of Two hundred
and eighty eight Pagodas and Thirteen Fanams, the Residue of the
said Sum of three hundred and eighteen Pagodas and Thirteen
Fanams with Interest thereon, as will appear by a Copy of the
Deed of assignment of the said Agostinho DeCruz hereunto
annexed marked **E** by virtue whereof this Defendant Pre-
sumes all the aforementioned Notes of hand of this Defen-
dant stand annulled and of no force —

All —

A

Dr. Mr. John Scawen. Cr.

To Cash			1720	By an account of Agostinho D'Acruz		318	13
To Ditto to Agostinho D'Acruz		80	June 3	By for ye Mr. Tyler		56	15
To Ditto Ditto		80		By Do for Mr. James Taylor		9	12
To Balance		73	18	By Do on Demo		12	10
		324	32				
		397	80			397	80

Dust of the said Balance here shall be paid in Ready Money one hundred and Four Pagodas and Twenty Pagodas

Thirteen Aga Bang Calindar

Hon Coy

Ffy DeSouz

atty Compt.

E

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All People to whom these presents Shall Come Greeting whereas Moses Abbud Barrack of Madras Merchant was by Bond or Obligation Dated the Seventh day of June One Thousand Eight hundred and Thirteen Pagodas which sum or Sum of Money is now due and owing from the said Moses Abbud Barrack unto Agostinho de Cruz of Madras Merchant as by the said Bond or Obligation and Condition thereof Reference being had may more fully and at large appear Now Know Ye that I the said Agostinho de Cruz for and in consideration of the Sum of Seven hundred and Eighty Pagodas to me in hand well and truly paid by the said Moses Abbud Barrack at or before the Ensealing and Delivery of these presents the receipt whereof I do hereby acknowledge and myself therewith fully satisfied contented and paid Have Granted Bargained Sold Assigned Transferred and Set over and by these presents do Grant Bargain Sell Assign Transfer and Set over unto the said Moses Abbud Barrack his Executors Administrators and Assigns the said Bond or Obligation and the Sum of Eight hundred and Thirteen Pagodas thereby secured and the Interest due thereon To have and to hold the said Bond or Obligation and Sum of Eight hundred and Thirteen Pagodas and Interest due thereon unto the said Moses Abbud Barrack his Executors Administrators and Assigns for his and their own proper use and benefit and I the said Agostinho de Cruz do hereby Covenant Promise and Agree to and with the said Moses Abbud Barrack his Executors Administrators and Assigns in manner following that is to say that I the said Agostinho de Cruz have not at any time heretofore done committed or knowingly or willingly suffered any Act Deed or thing whatsoever whereby or by means whereof the said Bond or Obligation and Sum of Eight hundred and Thirteen Pagodas and Interest due thereon or any part thereof is or shall or may be in any wise impeached charged or incumbered And that I the said Agostinho de Cruz my Executors Administrators and Assigns shall and will from time to time and at all times hereafter at the request and at the proper Costs and Charges in the Law of the said Moses Abbud Barrack his Executors Administrators or Assigns do and execute or cause to be done and executed all such further and other lawful and reasonable Acts Deeds and things whatsoever for the better more perfectly and absolutely assigning and assuring the said Bond or Obligation and Sum of Eight hundred and Thirteen Pagodas and Interest due thereon unto the said Moses Abbud Barrack his Executors Administrators and Assigns as by the said Moses Abbud Barrack his Executors Administrators or Assigns or his or their Counsel in the Law shall or may be reasonably advised devised or required In Witness whereof I have hereunto set my hand and Seal this Fifth day of February in the Year of our Lord One thousand seven hundred and eighty

Agostinho de Cruz [L.S]

Signed and Sealed by the
above named Agostinho de Cruz
in the Presence of

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Make Replication unto, he doe reply and say that his Bill of Com-
plaint and all and singuler the Matter and things therein Contained
are good, true, Certain, and sufficient in the Law to be Answered unto in
such Manner and form, as the same are therein and thereby set forth
and Alledged, And that the said Answer of the said Defendant is very
uncertain, evasive, and insufficient And this Replicant further Saith,
that the said Defendant doth stand justly and truely indebted unto
this Replicant in the full and just Sum of One Hundred and Eighty
Seven Pagodas and Twenty Five Cash, as is set forth and Stated in the
Replicants said Bill of Complaint and the Account Current thereunto
annexed, Notwithstanding what the said Defendant has Alledged to
the Contrary in his said Answer this Replicant further Saith, that
this Replicant having some Money Transactions with one Cottoor
Eemmaul Chitty, which had Terminated in settled for a Considerable
Length of time, this Replicant Applied unto him, the said Cottoor
Eemmaul Chitty, to adjust and finally the same, which he, the said
Cottoor Eemmaul Chitty, Consented to do, and did Liquidate his, the said
Cottoor Eemmaul Chitty's, Accounts with this Replicant the latter end
of the month of May, which was in the Year of Our Lord Thousand
Seven Hundred and Eighty One when a Ballance of One Hundred
and Eighty Seven Pagodas and Twenty Five Cash appeared in favour
of this Replicant which he the said Cottoor Eemmaul Chitty being
unable to pay immediately, did propose to this Replicant to procure
the Note of Hand of the said Defendant for the said Sum of One Hunder
and Eighty Seven Pagodas and Twenty Five Cash, payable in two
Months, provided that this Replicant would take the same in dis-
charge of this, the said Cottoor Eemmaul Chitty's Debt to this Replic-
ant, this Replicant further saith, that the said Defendant being
reputed a Man of Credit and ample Circumstances, and not doubting

but

the said Defendant, Continued doing till the Month of Novem-
ber, which was three Months after the said Note of Hand be-
came due and Ought to have been paid, when this Repliant
seeing no probability of the said Defendant discharging the
same without Compulsory Measures, put the said Note of
Hand into the Hands of his Attorney, with Instructions to
file a Bill against the said Defendant for the recovery of the
Amount thereof. This Repliant further saith, that the
above Answer of the said Defendant, with the several Exhibits
thereunto Annexed, have neither reference nor relation to
this Repliants Demand upon the said Defendant, this Re-
pliant having no Concern or Interest in any Transactions
that the said Defendant may have been engaged in with any
other persons, (in which, if the said Defendant has been illow
ved or imposed upon, the Law has furnished him with an
ample and obvious Remedy) nor Can the same by allowed
of to invalidate this Repliants Demand upon the said
Defendant, without Shocking at the Root of Commercial
Credit, and entirely demolishing every species of Confidence
betwixt Man and Man, independent of the Injury that
must Necessarily be done to this Repliant, by depriving
him of the only Security he has to recover a just Demand,
and for which he, this Repliant, had given an absolute
discharge to his Original Debtor. And in regard to any
other Matter thing Setforth or alledged in the said
Answer, to which this Repliant has not particularly
replied, he, this Repliant, saith, that the same is very
uncertain, evasive, and insufficient for him to make
any

is very untrue evasive and insufficient for this Defendant to make any further or other Answer thereunto respectively hereafter inserted in this his Rejoinder and this Defendant again absolutely denies to stand Indebted unto the said Complainant in the sum said for as is most unjustly set forth and stated in the said Complainants 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. —

Ty Doss Ty
Ally Defendant.

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 Parayiruckorn Chinnatomby of Madraspatnam Inhabitant is the Complainant and Saddans Ayaperry Colondar of the same place Inhabitant is the Defendt.

On the part and behalf of the above named Complainant.

1st Let the Witness be asked. Do you know the Parties Complainant and Defendant in the Title of this Interrogatories named or either and which of them How long have you so known them, or either, and which of them?

Set forth.

Wallace, and did you obtain any and what discharge for any and what consideration? set forth the particulars at large according to the best of your knowledge, remembrance and belief, and the Truth Declare—

To the same Witness

Pr. Look at the Paper Writing Now produced and shewn to you at this the time of your Examination, Marked with the Letter A. purporting to be a promissory Note of hand said to be given and granted by the said Defendant both and Complainant, Are you well acquainted with the hand Writing of such Defendant, and is the name Haddock Bayberry Callender set and subscribe thereto, of the proper hand of such Defendant? set forth the particulars at large, according to the best of your knowledge remembrance and belief, and the Truth Declare.

To all the Last Interrogatory

Witness

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 Complaint 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

I Promise to Pay to Benjamin Rivington by Nicholls the Sum of One Hundred and Seventy Six Pagodas Seventy three Fanams and Seventy five Cash for Value Received of him which I Promise to Pay within three months time from the date hereof with Interest at the rate of 12 p.Ct p.Annum as Witness My hand this 1. June 1781—

Haddock Bayberry Callender

Witness

Ed. Ross

Lieutenant

Left him out 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 not know the Complainant Pargavarakum Chinnatomby Moodely in this Cause — and that he doth know the Defendant Thaddaus Agasperry Calendar in this Cause and that he hath so known him about five Years — And more Saith not to this Interrogatory —

2d — To the Second Interrogatory this Deponent saith on producing and shewing to him at this the time of this Examination the Paper Writing marked with the Letter A. purporting to be a promissory Note of Obligation and granted by the said Defendant to the said Complainant in the Title of these Interrogatories named that such Paper writing was signed executed and delivered in his presence by the Defendant and the Name thereto subscribed is of the said Defendants own hand writing and this Deponent saith that he was subscribing Witness to the signing and execution thereof, and his name set and subscribed as a Witness thereto is of his own proper Hand writing and that he doth know the hand writing of the the Witness thereto subscribed and the Name of such Witness so set and subscribed thereto is of the proper hand writing of said Witness and he did see said Witness set and subscribe his Name as a Witness thereto — and more Saith not to this or the last Interrogatory —

Lutchoomanah —

Rich.d Dighton

Exam.t

Examination the Paper writing Marked A. that the said Paper writing had been drawn out before he arrived at the Defendants House and that he came there the Defendant desired him to sign his Name as a Witness thereto which he did accordingly and this Deponent saith that the Name Shaick Abdul Razick thereto signed as a Witness is of his own Proper hand writing and this Deponent saith that the Name Shaddaee Agapeny Calendar is of the said Defendants own hand writing. — and more Saith not to this or the last Interrogatory. —

Rich. Digston

Exam.

Mayors Court at Madraspatnam

Between Sayanaickom Chinnatamby Modelly of Madras Inhabitant Complainant and Shaddaee Agapeny Calendar of the same place Inhabitant Defendant.

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

Coloor Pernaul Pailly of Madras Shroff Aged 42 Years thereabouts being produced as a Witness in this Cause, on the

Part

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and shewing to him at this the time of his Examination the Co-
-bbet marked with the Letter A purporting tob a promissory
Note of hand said to be given and granted by the said Defendant
to the said Complainant; that he is well Acquainted with the
hand Writing of the said Defendant and the Name Shaddan Aga
Seery Calendar set and Subscribed thereto is of the proper hand
writing of the said Defendant — and More Saith not to this In-
terrogatory —

To the 2nd Interrogatory this Deponent saith, that the Defend.t
desired him several times to endeavour to borrow money to discharge
the Exhibit Marked A and he did enquire of several People
but he could not procure the Money of which this Deponent
informed the said Defendant and more Saith not to this In-
terrogatory —

Rich.d Dighton

Exam.d

Interrogatories to be Administred
to such Witness as shall be produced Sworn
and Examined on a Certain Cause now
depending and at Issue in the Hon.ble
the Mayors Court at Madraspatnam
wherein Pongiaudeam Pittonamby
Moodely of Madras Inhabitant
Complainant and Shaden Agapary
Calendar of the Same place Inhabitant
Defendant —

Hundred Seven Hundred and Eighty for the Ballance of the aforesaid Debt and Sum of Money, as aforesaid undertaken to be paid by the Defendant, and what Sum was at that time due on the aforesaid Account? And in whose Name was the said Note of hand required, and by whom? And whether the same was by your Privity, Knowledge or Consent whether the Bond, Note or Account given or signed as aforesaid by the Defendant, for the Original Debt to You owning by the said Abdul Rezack, was on the Month of August on the aforesaid Year of Our Lord One Thousand Seven Hundred and Eighty in Your Profession or in whose, had the same been at that time? Declare the Same as You know have heard or been Informed and do believe together with the Reasons of Such Your belief.—

To Ditto 3d Do You know have you heard or been informed of any matter or thing touching a Certain Note of Hand by the Defendant in the Name of the Complainant granted, and also another in the Name of one Sattavody Venatachellum Naick, as and for the Account or Ballance of Accounts between You? whether you have not heard or been informed, that the said two Notes of Hand were or were not procured or obtained by Sirnapah of Madras Dubash, or whom under any and what pretence, to what date pay off discharge the Account and Sum of Money to Your Originally due aforesaid, and which the Defendant had in the Manner aforesaid undertaken to pay and discharge? and whether You gave the said Sirnapah any other person, or whether any other person or persons, and whom by name, gave the said Sirnapah

that any and what part of the said Sum of money was or was
not undertaken to be paid by the Defendants Agent whether
and the Defendant or no, give a note of hand for the same and
if what amount in the name of one Coloorpermaul Chitty
and why and by whose desire and request. Did the Defendant
ever pay you any and what Sum or Sums of money and
how many different times, on account of the said Note
of hand and whether you did or did not pay the same on that
account and to whom, and whether the same was paid
to the aforesaid Augustinho de Cruz or to the said Coloorper-
maul Chitty or to whom and to whom of right do You
know, from Your knowledge of the said transactions
the same ought to have been paid? Do You know, have
you hear or been informed of two Notes of hand having been obtai-
ned from the Defendant on account and as in discharge of
the one aforementioned and to whom? and whether the said
two Notes of hand were obtained by and at the instance of
the said Coloorpermaul Chitty, Augustinho de Cruz or by
any other person or persons? and whom by Name and whe-
ther you know have heard or been informed that the said
Signed note to and in the name of Coloorpermaul Chitty
was at the time of executing the said two Notes or of either
of them delivered up and returned? and whether one and
which of the said Notes and to what Amount, is or is not the
note upon which the present Action is founded? de-
clare the same as you know have heard or been Infor-
med and do believe together with the Reasons of such Your

belief

for the Ballance of the said Account? And whether you know that the said Cloorperumal Chitty or some other and what Person Person by name, and at whose instance, did or did not obtain an order of Court from the Defendant for the Defendant to pay the Balance of the said Account Correct then due and owing and to what amount? Declare the same together with all you know of the said Matter to the best of your Knowledge information and belief.

Pella Latchmanadoss
Moodaly Conda Dossery } Sworn

6. Look at the paper Writing now Shewn to you at this the time of your Examination marked B purporting to be a Declaration of certain Matters & transactions done and passed on the Ninth day of January in this present Year of Our Lord Pr whether you did or not Sign and Subscribe your hand as Witness thereto in the presence of the other Subscribing Witness? and whether your name there Subscribed is or is not of your and their proper hand Writing? Whether did you or either and which of the other Subscribing Witnesses wrote the said Declaration? And whether the same was or was not wrote on the day of the date thereof or when? and whether the whole of the Contents of the said Declaration is or is not true? Declare the same according to the best of Your Knowledge and belief?

To Cloorperumal Chitty Pr. Did or did not the Defendant in the Title of these Interrogatories Named Sometime in the Month of August One Thousand Seven Hundred and

Veeratchellem Naick and Pavyaveekum Chinnatamby or
either of them and which of them, or they and either and
which of them, were indebted to You at the time of the date
of the said Notes? Did you or did you not some time before
and since the Commencement of this Suit, deny your having
any privity or knowledge of the manner, Cause or Reason for
procuring the said Notes? and who did obtain and was privy
and did know of the Obtaining of the said Notes or either and
which of them? And if the said Notes were Obtained by your
direction, privity, and knowledge for what Cause and Reason
was it was not the aforesaid Note for Two Hundred and Seventy
Pagodas delivered up and Returned to the Defendant's Proctor
to all the foregoing Matters according to your certain Know-
ledge and belief

To Veeraschetty Moodelly 4th. Did you or did you not some time
and when in the Month of June or when in the Year of our
Lord One Thousand Seven Hundred and Eighty one, present
unto the Defendant, an Account Current, whereby the said
Defendant was made indebted, unto one Coloor pennaud-
dy, in the Sum of Two Hundred and Eighty Nine Pago-
thirty three Fanams and Twenty five Cash? If You do or do
not the paper Writing Marked C. now Shewn and pro-
duced to You at this Instant of Your examination a true
Copy of the Account Current? By whose order desire instance
or request did you present the same to the Defendant? And
whether One of the Notes of Hand on the Credit Side Mentioned
for the Sum of One Hundred and Seventy Six Pagodas, twenty
three Fanams, and twenty five Cash, in the Name of Pavyaveekum
Chinnatamby

of hand by the Defendant, before and at the time the Same was granted? Is or is not the Complainant Your Servant, or was he or was he not at the time, or Some time before the granting of the said note Your Servant? If Yea in what Capacity does he, or did he Serve you? Declare the same as you know have heard or been Informed and do believe together with the Reasons of such Your belief.

To Sattawaudy Pencadachellum } Sk, Do you know or have
Sauk } you heard or been informed of any Matter or thing touching a certain note of hand in your name given and granted on or about the first day of the Same One Thousand Seven hundred and Eighty One, by the Defendant in the Title of these Interrogatories named, for the Sum of One Hundred and Ten Dollars, or did you or did you not before the said first day of June, or after, and how long after, the said first day of June, know of any matter or thing touching the Same? and whether you ever had, or now have, the Said Note of hand in Your Custody, power, or possession, and from whom you received the Same, and when, and upon what Account Cause or Consideration? and in whose hands Custody, or possession the said Note was, has been and now is? And whether You have, directly or indirectly received any Sum or Sums of money on Account of the said note or ever did, or now regard Yourself impowered, to ask, demand, and receive any Sum or Sums of money on Account of the said Note Declare the Same According to the best of Your Knowledge and belief.

Skak

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A.

To all People to whom these presents shall come Greeting whereas Shake Abdul Rasack Madrass Merchant was indebted unto me Agostinho de Cruz the Sum of Three hundred and Eighteen star Pagodas and thirteen fanams which sum on 3d June in the year 1780 Mr Thaddeus Agapeery Calendar took upon himself to pay unto me which Sum he the said Mr Thaddeus Agapeery Calendar took upon himself to pay unto me which sum he the said Mr Thaddeus Agapeery Calendar debited as the account Current Standing between him and John Squire on which account the under written Agostinho de Cruz received only the Sum of Thirty star Pagodas and these Fanams due on the said Account unto me the sum of Two hundred and Eighty Eight Pagodas and thirteen fanams with due Interest thereon to this Day Now Agostinho de Cruz assigned transfered and setover and by these presents do assign Transfer and set over all my Right and Title to the said Sum of Two hundred and Eighty Eight Pagodas thirteen fanams and the Interest due thereon to this Day unto the said Mr Thaddeus Agapeery Calendar his heirs Executors Administrators and Assigns in and for valuable Consideration to me in hand Paid by the said Mr Thaddeus Agapeery Calendar And it is hereby declare and agree that I the said Agostinho de Cruz neither have assigned transfered and setover my Right and Title to the said Sum to any Person or Persons whomsoever nor I bind myself to assign Transfer and setover the same hereafter to any Person or Persons whomsoever In Witness whereof

I have

in the name of any other Person for Principal & Interest
Exclusive of the Money he received—

Madras the 7th
January 1782

Witnesses Signed
Shaik abdul Rezouk
Pilla Lutchmanadoss
Moodely Condadasery

A true Translation as near as
can be from the Gentoo Language } Soobroyam

The Exhibit Marked **B.** was shewn to Shaker Abdul Rezouk Pilla Lutchmanna doss & Moodely Condadasery to the respective times of their Examination before me on the Part of the Defendant in a Cause Depending in the Honble the Mayor's Court at Madraspatnam Wherein Cargavaroekum Ponnatamby Moodely is Complainant and Thadeus Agapery Calender is Defendant on the 23d 24th & 31st Day of August Anno Domini 1782—

Richd Dighton
Examr

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Mayor's Court at
Madraspatnam

Between Pogrameckeen Chintamby Moodelly of Madras Inhabitant Complainant and Shadoo Agapey Callender of the same Place Inhabitant Defendant

On the Part of the Defendant

Depositions of Witness taken in this Cause

by and before the Examiner in this Court as followeth —

Shake Abdul Rozock of Madras Merchant Aged 30. years or thereabouts — being produced as a Witness in this Cause, on the Part of the Defendant was on the 31st. Day of August 1782 Signified at the Office of Mr. Thomas Jones who is Attorney for the Complainant by Receiving 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 viz.

To the first Interrogatory this Deponent saith that he doth not know the Complainant Pogrameckeen Chintamby Moodelly in this Cause — and that he doth know the Defendant Shadoo Agapey Calandar in this Cause, and that he hath so known him five or six years — and more saith not to this Interrogatory —

To

the said Cottar Pennaul Chitty and this Deponent saith that the same ought to have been paid by right to Agastanko De Cruz and this Deponent saith that Nineapah after he had obtained said Note of hand in the Name of Cottar Pennaul Chitty for the Balance of said Account Current, he went of his own accord to the Defendant and obtained two other Notes of hand as for the Payment of the aforesaid Note of hand, and this Deponent saeth that the Defendant hath told him that the Original Note of hand in the Name of Cottar Pennaul Chitty obtained from the Defendant in Ballance of said Account Current in the Name of John Loowen was not delivered up at the time the Defendant executed the other two Notes of hand one in the Name of Payrauckum Chinnatomby and the other in the Name of Sattavandy Arnatchellum Kaick as for the discharge of the first Note given for the Ballance of said Account Current and this Deponent saith the Note of hand given in the Name of Peryauckum China Tamby to the Amount of One hundred and Seventy Pagodas or upwards is the Note of hand upon which the Present Action is founded — and more saeth not to this Interrogatory. —

To the Sixth Interrogatory this Deponent saith, on producing and shewing to him at this the time of his Examination the Exhibit Marked B. and importing to be a Declaration of certain Matters and Transactions done and passed on the Ninth Day of January in this present Year of our Lord that he did want and subscribe his Name as a Witness thereto in the presence of the other Subscribing Witnesses and that his Name so Subscribed is of his one proper hand writing as are also the Names of the other Subscribing Witnesses of their own proper hand Writing and this

Deponent

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Calender of the same place Inhabs.
last Defendant —

On the Part of the Defendant —

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

John Sconce of Madras Gentleman Aged 34 Years or thereabouts
— being produced as a Witness in this Cause On the Part of the Defend.
was on the 23d Day of August 1782 Signified at the Office of Mr Thomas
Jones who is Attorney for the Complainant by Requesting 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 Exa-
mined Deposeth as followeth. —

1st To the first Interrogatory this Deponent saith, that he doth
not know the Complainant Pragrascekum Chintamby Mo-
dolly in this Cause — and that he doth know the Defendant
Theodore Agapey Calender in this Cause, and that he hath so
known him by Sight Only — and more saith not to this
Interrogatory. —

5th To the fifth Interrogatory this Deponent saith, that he doth
not know whether Shaick Abdul Razack was or was not in-
debted unto Agostinho De Cruz at any time whatever or doth
he know of any Transactions with said Parties or hath he had
any dealing with said Parties or doth he know of any Matter
concerning this Interrogatory — and more saith not to this or the
last Interrogatory. —

John Sconce

Rich. Dighton
Exam.t

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Examination the Exhibit marked **B** and purporting to be a Declaration of certain matters and Transactions done and passed on the Ninth Day of January in this present year of our Lord that he did Set and Subscribe his Name as a Witness thereto in the presence of the other Subscribing Witness and his Name thereto Subscribed is of his own proper hand writing as are also the Names of the other Subscribing Witnesses of their own Proper hand Writing and this Deponent saith that he did write the said Declaration and the same was wrote on the day of the date thereof and the whole of the Contents of the said Declaration is true — and more Saith not to this Interrogatory

To the twelveth Interrogatory this Deponent saith for producing to him at this the time of his Examination the Exhibit Marked **A** purporting to be an Assignment from Agostinho de Cruz to the Defendant in the Title of these Interrogatories Named that he did set and Subscribe his name as a Witness thereto and he was present and did see the said Agostinho de Cruz execute and sign his name thereto and his name thereto Subscribed is of his own proper hand writing — and more saith not to this or the last Interrogatory. —

Richd Deighton

Sworn

Sella Lateton and Dos

Subscribe his Name as a Witness thereto in the presence of the other Subscribing Witness and his Name thereto Subscribed is of his own proper hand writeing as are also the Names of the other Subscribing Witness of their own Proper hand writeing and the other Subscribing Witness wrote the Contents and the same was wrote on the day of the date thereof and the whole of the Contents of the said Declaration is true — and more Saith not to this or the last Interrogatory —

Richd Dighton

Exam.r

Mayors Court at

Madraspatnam

Between Tanjavaukum Chintam by Moodely of Madras Inhabitant Complainant and Thadeus Agapery Calander of the same place Inhabitant Defendant

On the Part of the Defendant

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

Cottaar Permaul Chitty of Madras Shroff Aged 60 Years or thereabouts, being produced as a Witness in this Cause On the Part of the Defendant was on the 27th Day of August 1782. Sworn at the Office of Mr Thomas Jones who is Attorney for the Complainant by Examining any Servant who also left him a Note of their Name Title and Place of Abode of the said Deponent and afterwards on the same Day

being

of the said Note of the Defendants for two hundred and seven
ty Pagodas and the said Notes were obtained on the first
June in the Year of Our Lord One Thousand Seven hundred
and eighty one and this Diponent saith One of said Note
of hand was at the Amount of One hundred & ten Star
Pagodas in the name of Sattavedy Venkatachellum Naick
and one for the Sume of One hundred and seventy six Pags
twenty three fanams & twenty five Cash in the Name
of the Complainant and this Deponent saith that said
Notes were obtained by his Consent & knowledge by
Kattum balakum Sinnapah and Allagary and they
were so obtained for the Purpose of satisfying the Com
plainant and said Sattavedy Venkatchellum Naick
in part of money due to them by this Deponent and this
Deponent saith that said manner is usual and Cu
tomary manner of settling accounts and this Deponent
saith that He was indebted to the Complainant and also
to Sattavedy Venkatchellum Naick, and this Deponent
saith that he hath neither previous to or since the begin
ning of the present Suit denied his Knowledge of the
manner in which said Notes were obtained as it was
by his own Consent and direction said Notes were
obtained and this Deponent saith that On the said
Notes being obtained he made out an Account Current
and sent said Account Current with the aforesaid Note
for two hundred and seventy Pagodas and it was deli
vered to the Defendant — and more saith not to this

Interrogatory —

To —

£65
163

Vinnapah Moodelly of Madras Head Dubash Aged 43
years or thereabouts — being Produced as a Witness in this Cause On the
Part of the Defendant was on the 24th Day of August 1782. Signified at
the Office of Mr Thomas Sims who is Attorney for the Complainant by Bea
-ring 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 Pongrauchum Chintamby Moodly
in this Cause, and that he hath so known him four Years and
upwards and that he doth know the Defendant Thadeus
Agapey Calandar in the Cause, & that he hath so known him
twenty Years or thereabouts and more Saith not to this
Interrogatory —

To the Ninth Interrogatory this Deponent Saith, that he
did present an Account to the Defendant in behalf of Colonel
Pernaul Chitty but he doth not Recollect where or what
particular Account it was, and on proceeding and shewing to
him at this the Time of his Examination the Exhibit Mar-
ked C. this Deponent saith the said Exhibit marked C.
is a true Copy of the Account Current he so delivered to the
Defendant in behalf of the said Colonel Pernaul Chitty,
and this Deponent saith that he presented the said Account
to the Defendant by Order of Colonel Pernaul Chitty and
in Company with One Allagoy Chetty and this Deponent
saith that the Note of hand mentioned on the Credit side
of said Account for the Sum of One hundred and Seventy Six
Rupees twenty three fanams & twenty five Cash in the
Name

the said Note was given him by the Defendant in Con-
sideration of Part of the former Note given to said Coloo
Parmaul Chitty & the Complainant was Privy to and
agreed to Receive the said Note of hand of the Defendant
& the time the said was granted & this Deponent saith
that the Complainant did serve him as Conveniently some
time before the above Note was passed. — and more saith
not to this or the last Interrogatory.

Sworn to & subscribed before me 17th Oct 1782

Rich? Lighton
Exam?

Mayors Court at
Madraspatnam

Between Panpracken
Chiristamby Moodelly of Madras
Inhabitant Complainant and
Thadeus Agapery Calander of
the same place Inhabitant
Defendant.

On the Part of the Defendant

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

Sattavaudy Vencatdchellum Naick of Madras
Dubash Aged 70 Years or thereabouts — being produced as a Witness
in this Cause on the Part of the Defendant was on the 22d Day of August
1782 Signified at the Office of Mr Thomas Jones as his Attorney
for

Last Interrogatory
Richd Dighton
Exam.r

Mayors Court at
Madraspatnam

Tuesday the 13th day of May
Anno Domini 1783.

Present
William Webb Esquire Mayor
Hugh Maxwell and Edward Froud
Aldermen

Between Pongiakum Chin-
ton by Moody of Madras In-
habitant Complainant and
Thaddeus Aga Peery Calendar of
the same place Inhabitant Defend.t

This Cause Coming on to be Heard and Deba-
ted this Day in the presence of the Attorneys on both Sides on
Reading the Complainants Bill with Copy of an Account
Current annexed. Affidavit of the Complainant. The Defen-
dants Answer with two Account Currents. Copy of an
Assignment and Copy of the Translation of a Declaration
annexed. The Replication, the Rejoinder, the Interroga-
tories and Depositions on the part of the Complainant. The
Interrogatories & 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

Last Interrogatory —
Rich? Dighton
Exam?

(20 8/6 Cf Vers)

Mayors Court at
Madraspatnam

Tuesday the 13th day of May
Anno Domini 1783.

Present

William Webb Esquire Mayor
Hugh Maxwell and Edward Stroud
Aldermen

Between Paryrachem Chin-
tomby Moody of Madras In-
habitant Complainant and
Thadeus Agabey Calendar of
the same place Inhabitant Defend?

This Cause Coming on to be Heard and Debe-
-ted this Day in the presence of the Attorys on both Sides on
Reading the Complainants Bill with Copy of an Account
Current annexed. Affidavit of the Complainant. The Defen-
-dants Answer with his Account Currents. Copy of an
Assignment and Copy of the Translation of a Declaration
Annexed. The Replication, The Rejoinder, The Interrogato-
-ries and Depositions on the part of the Complainant. The
Interrogatories & 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

unto Your Orator on the said Account the Sum of Seventy & Nine Pagodas and One fanam and the said John Crawley hath not nor hath any One for him paid or Caused to be paid unto Your Orator or unto any one for Your Orator's Use either the whole or any part of the said Sum of Twenty Nine Pagodas One fanam. Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested payment from the said John Crawley of the said Sum of Seventy Nine Pagodas and one fanam. —

But now so it is May it Please this Honble Court that the said John Crawley doth Obstinately and wilfully refuse to pay the same unto give Your Orator any manner of Satisfaction Touching the premises. Your Orator therefore prays a General Relief such as this Honble Court shall appear Agreeable to Equity and good Conscience. To the End therefore that the said John Crawley may upon his Corporal Oath, fully, true, Direct and perfect Answer Make, to all and Singular the Matter and things herein before set forth and Alledged, as fully, truely, perfectly & Effectually to all Intents and purposes, as if the same were here again Repeated and pertinantly Interrogated, and that he may be Decreed to pay unto Your Orator the said Sum of Twenty Nine Pagodas and One fanam with all 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 John Crawley 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 —

Mayors Courtat Tuesday the 29th day of May
Madraspatnam Anno Domini 1683

Present

William Webb Esquire Mayor

James Coll and Edward John Holland

Aldermen

Between Thomas Jones
Executor of Captain Samuel
Baker Ennce Deased Complai-
nant and John Crowley Leiut.
of Infantry of the same place
Inhabitant Defendant

It Appearing by the Records of this Court
that the usual Rules have Issued for the Defendant to
Answer the Complainants Bill which he has Neglected
doing This Court doth therefore think fit to Order and
Decree and doth accordingly Order and Decree that the De-
fendant shall pay unto the Complainant the full and Just
Sum of Twenty Nine Pagodas and One fanam / Pags. 29 0 1 /
together with such Interest as now is or shall hereafter
become due thereon until full Payment is made also
all Costs of this Suit

manner of Satisfaction touching the Premises Your Orator there-
fore 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 Thomas Davis may upon his Corporal
Oath full true direct and perfect Answer Make to all and singu-
lar the Matters and things herein before Setforth and Alledged
as fully truly & Effectually to all intents and Purposes as if
the same where herein Repeated and Particularly interoga-
ted, and that he may be Decreed to pay unto Your Orator the
aforesaid Sum of Seventy Eight Pagodas with all such Inte-
rest as now is or shall hereafter become due thereon also all
Costs of this Suit

May it Please this Honble Court to Cause
the said Thomas Davis to be Summoned & Required by the She-
riff of Fort St. George Town of Madraspatnam & the Dis-
trict thereof personally to be and Appear before this Honble
Court at certain time and Place to be by this Honble Court
for that 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

Seam Mad.
13th Sept. 1784.

This Bill was Sworn to me
between the days of Adjournment
Let a Summons issue

Jno Ball
Sen. Alderman

Chas. Bromley
Atty Compt.

The alteration made to the said Complainant for thirteen hundred and
by order of Court this fifty two Gunney Bags, which were the Real Quantity or
11 Dec. 1781 - delivered unto this Defendant by the said Complainant, in-
James Taylor stead of Nineteen hundred and fifty Charged by the said Complai-
Regr nant, as this Defendant doubts not being able to prove to the
Satisfaction of this Honble Court, but as no Agreement or
Respecting the price was Made betwixt this Defendant and
the said Complainant, this Defendant, not Knowing what is
the Market price of Gunney Bags, cannot Set forth how Much
he, this Defendant is Really Indebted unto the said Com-
plainant; but that this Defendant Ever has been, and
The alteration Now is Ready to pay unto the said Complainant for thirteen
made by Order of hundred and fifty two Gunney Bags, Which is all that this
Court this 11 Dec.
1781 James Taylr Defendant ever Received from the said Complainant what-
Regr ever price any imparticular person shall Set upon the same,
for the Recovery of which, the said Complainant had no
Reason to Apply to this Honble Court to Compel this
Defendant to do, what he was Always Ready and willing
to do of himself. This Defendant therefore hopes that it will
Appear to this Honble Court, that he this Defendant, has
been prosecuted unjustly, Merely to gratify the Litigious
Disposition of the said Complainant, who Seems to wish
to do every thing in his power to Distress this Defendant.

All which Matters and things this Defend.
is Ready and Willing to aver, Maintain and prove, as this
Honble Court Shall direct, and humbly prays to be dis-
-missed with his Reasonable Costs and Charges in the Law
in

Amount of Nineteen Hundred and fifty Gunny Baggs Sold
and delivered by the said Replieant in the Month of May One
Thousand Seven hundred and Eighty One at Cuddalor, by the
means of his Servants, who brought Carts at different times
and took them allaway unto him the said Defendant, and a
which he the said Defendant Undertook and promised to pay
unto the Replieant, and this promise and Undertaken the said
Defendant several times assured the Replieant of his performing,
and particularly in Writing, under his the said Defendants
own Hand Writing, with his Name and Signature thereto Sub-
-joined, the Replieant having come here in the Month of August
in the Year of our Lord One Thousand Seven hundred and Eigh-
-ty One, the Defendant and the Replieant being then at
Madras, he the Replieant sent in a Bill to the following
purport - Viz.

"Mr. Davis ——————————————— Dr.

"To 1950 Gunny Bags @ 4 Pags. ₹ 1/8 is ——————— Pags. 978 - -

Fort St. George 9th of August 1784.

E.E. Signed J. R. Parks."

The said Replieant says, that upon Receipt of this Bill he the said
Defendant returned the same with the following Address to the
"Replieant Capt. Parker Sir, If you will leave the Bill here with
"any friend I will discharge it before the Army leaves this, but
"until then I have none at Command, nor have I rec.
"any ever since &c. the Gunnys or you Sh.d not send such advert.
"as often as you have done to Yr. Obl.e Servt. T. Davis" The said
Replieant further says, that these Nineteen hundred and fifty
Gunny Baggs were Sold not by the Replieants People to the
Defendant or his People, and to the Number neither the

Defendant

541

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shall direct and most humbly prays as in and by his said Bill of Complaint he hath already prayed. —

Chas. Bromley

Sol.r Repl.t

Filed 12th March 1782

The General Rejoinder.

of Thomas Davis of Madras an Inhabitant Defendant to the Replication of Richard Parks of the same place Inhabitant Complainant. —

This Defendant Now and at all times hereafter saving and reserving to himself all and all Manner of Benefit and Advantage of Exception to the Many Errors, uncertainties, imbecilities, insufficiencies, and Imperfections in the Complainants said Replication Contained, for Rejoinder thereunto, Saith, that he will aver, 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 Replyed unto in such Manner and form as the same are therein and thereby Set forth and Alledged, and that the said Replication is very untrue, Evasive, and insufficient for this Defendant to make any further or other Answer thereunto except what is hereafter inserted in this his Rejoinder and this Defendant again Absolutely Denies to Stand Indebted unto the said

343.

N92

yes, how long have you known them or either and which of them
Declare —

2d Look on the paper Writing, marked B, N, 2, now Shewn
you, at this the time of your Examination, and purporting
to be a Writing from Thomas Davis to Captain Parks, Is, or
is not, the same of the hand Writing of the above said Defen-
dant Thomas Davis and Whether the Sign and Signature
of Thomas Davis thereto set and subscribed is of the hand
Writing of the above said Defendant, if yea, Set forth the
same and how you become acquainted with such his Hand
Writing, the Whole that you know, touching or concerning this
Interrogatory the same Declare to the best of your knowledge
remembrance and belief —

3d Interry Do you know or can You Set forth any the matter or thing
to
that may tend to the Advantage and Benefit of the Com-
plainant, other than to what you been heretofore interrogated,
if yea, Set forth the same, and the whole that You know to
the best of your knowledge Remembrance and belief —

Chas. Bromley
Atty Compl.t

Sir

If you will leave the Bill here with any friend I will
discharge it before the Army leaves this, but untill pay is
Issued I have none at Command, nor have Received any
further Stock the Gunnys or You Received not I said each
Grant as often as you have dare to —

Yr. Hble Servt
T. Davis

Sworn before the Examiner in this Court as followeth

Doctor Job Bultman of Madras Surgeon Aged 36 Years

or thereabouts, being produced as a Witness in this Cause on the Part of the

Complainant and on the 6th Day of December 1782. Signified at the

Office of Mr. Thomas Jones who is Attorney for the Defendant by

Barnaby my Servant who also left 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 Richard Parks in this

Cause and that he doth know the Defendant Thomas Davis

in this Cause, and that he hath so known him about Seven

Years and more saith not to this Interrogatory. —

To the second Interrogatory this Deponent saith, on produc-

ing and Shewing to him at this the time of his Examina-

tion the Paper writing marked **B**. N 2. purporting to be

a Writing from Thomas Davis to Captain Parks that he is

not acquainted with the hand Writing of the above named

Defendant Thomas Davis and this Deponent saith he

doth not know whether said Paper is of the hand Writing

of the said Thomas Davis or not — and more saith not

to this or the last Interrogatory. —

Rich.d Dighton

Exam.d

Job Bultman

hath or knowen hime ten years or thereabouts — and more Saith not to this Interrogatory —

To the Second Interrogatory this Deponent saith on producing and showing to him at this the time of this Examination the Paper Writing Marked B. N.o 2. and purporting to be a Writing from Thomas Davis to Captain Parks that the same he verily believes is the hand writing of the above said Defendant Thomas Davis, and also that the Sign and Signature thereto set is of the said Defendant hand writing — and this Deponent saith he hath Received several Notes from said Defendant and hath seen said Defendant signature several times — and more Saith not to this or the last Interrogatory —

Jw. Kirkpe Coocher
Clerk

J Kinnorthey

Mayors Court at
Madraspatnam

Between Richard Parks
of Fort Saint George Merchant
Complainant and Thomas Davis
of the same place in the Service of
the Honble the United Compa
ny of Merchant of England
trading to the East Indies under
the Presidency and Settlement of
Fort Saint George on the Coast
of

Signature Thomas Davis thereto subscribed of the hand writing of the said Thomas Davis and he became acquainted therewith by having Received Notes Letters and other Paper from the said Thomas Davis — and more Saith not to this or the last Interrogatory. —

Rich^d Dighton

Exam^d.

Mayors Courtat
Madraspatnam

Between Richard Parks
of Fort Saint George Merchant
Complainant and Thomas Davis
of the said Place in the Service
of the Honble the United Compa
ny of Merchants of England
trading to the East Indies under
the Presidency and Settlement
of Fort Saint George on the
Coast of Coromandell Surgeon
— Defendant —

On the Part of the Complainant

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

Colley Lucas Esquire Surgeon, Inhabitant of Madras Aged 45 Years or thereabouts — being produced as a Witness in this Cause

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Mayors Court at
Madraspatnam

Between Richard Parks of
Fort Saint George Merchant Com-
plainant and Thomas Davis of the
said Place in the Service of the Honble
the United Company of Merchants
of England trading to the East Indies
under the Presidency and Settlement
of Fort Saint George on the Coast of
Coromandell Defendant

On the Part of the Complainant

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

William Gordon Esquire Surgeon Inhabitant of Madras Aged
45 Years or thereabouts — being produced as a Witness in this Cause On the Part
of the Complainant was on the 2nd Day of April 1783. Sworn at the Office
of Mr Thomas Jones who is Attorney for the Defendant by Examining
my Servant who also left him mark 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 not recollect the Complainant Richard Parks in this
Cause and that he doth know the Defendant Thomas
Davis in this Cause and that he hath so known him
Nineteen Years or thereabouts — and more Saith not to
this Interrogatory. —

2d To the Second Interrogatory this Deponent saith, that
I am

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Mayor's Courtat
Madraspatnam

Tuesday the 27th day of May
Anno Domini 1783.

Present
Nelldon Webb Esquire Mayor
James Call and Edward John Holland
Aldermen

Between Richard Parks
of Fort St. George Merchant
Complainant and Thomas
Davis of the said Place Sur-
geon Defendant.

This Cause Coming on to be heard & Debated
this Day in the presence of the Attornies on both Sides on
Reading the Complainants Bill This Defendants Answer.
The Replication, The General Rejoinder, The Interrogatories &
Depositions on the part of the Complainant, Are Exhibet on the
part of the Complainant — On Hearing the Pleadings Made
use of by the Attornies, and on the Consideration had thereon This
Court doth think fit to Order and Decree and doth Accordingly
Order and Decree that the Defendant to pay unto the Com-
plainant the full and Just sum of Seventy Eight Star Pa-
godas / Star Pags 78.....- / together with all such In-
terest as now is or shall hereafter becom due thereon untill
full Payment is made also all Costs of this Suit

Ff Cour

fourth Day of the Month of April in the present Year of
Our Lord One thousand Seven hundred and Eighty three
your Orator Executed unto the said Hilario De Souza of Ma-
dras patnam aforesaid Inhabitant an Assignment of the
said Account Current and of the Money thereupon due and
owing and which may become due and Accruing thereon,
and of all your Orator Right and Interest of in and to the
same and every Part thereof and your Orator hath made &
Constituted and Appointed the said Hilario De Souza his
heirs Executors Administrators and Assigns to be Your
Orator's true and Lawful Attorney or Attorneys irrevocable,
for your Orator and your Orator's Name and in their name
and names of your Orator heirs Executors Administrators
and Assigns but for the Sole and proper Use and Benefit of
the said Hilario De Souza his heirs Executors Administra-
tors and Assigns to Ask Require Demand and receive of the
said Sreevingadah Chitty his heirs Executors Administra-
tors and Assigns the Money due and to become due on the
said Account Current and on Non payment thereof him the
said Sreevingadah Chitty his heirs Executors Administra-
tors and Assigns to Sue for and Recover the same and on
Payment thereof to deliver up and Cancel the said Account
Current and give sufficient Releases and Discharge therefor
your Orator Allowing Ratifying and Confirming what-
soever the said Hilario De Souza shall Lawfully do in the
Premises as well More fully and at large appear by a
Copy of the said Assignment hereunto Annexed for the
Inspection of this Noble Court which your Orator

prays —

Estate Arrears Moodelly ... Cr

1782				
April	26 By Cash Received		11	
	28 By Do Do		9	
	28 By Do Do		9	
Oct	1 By Do Do		9	
	4 Authorn and off Taffety			23
	5 By Cash Received		4	
	9 By Do Do		8	
	23 By Do Do		5	
	30 By Do Do		16	
Nov	2 By Do Do		5	
	3 By Do Do		4	
	5 By Do Do		5	
	7 By Do Do		5	
	14 By Do Do		5	
	20 By Do Do		5	
Dec	13 By Do Do		5	
	17 By Do Do		3	
	19 By Do Do		4	
	22 By Do Do		6	
	29 By Do Do		18	
	30 By Do Do		10	
1783	3 By Do Do		5	
Jany	6 By Do Do		10	
	11 By Do Do		5	
	13 By Do Do		10	
	19 By Do Do		5	
	21 By Do Do		20	
	23 By Do Do		15	
	25 By Do Do		5	
	28 By Do Do		5	
Feby	3 By Do Do		4	
	6 By Do Do			
	By Balance due for Pagodas		21	23
			34	3 20
			249	26 20

Errors Excepted
Moodelly Arrenga

Helena De Souza

Errors Excepted
Thomas Jones
Atty for Compt.

or Attornies irrevocable for him and in 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 Hilario De Souza his heirs Executors Administra-
tors and Assigns to Ask Require Demand and receive of the
said Jeremiah Chitty his heirs Executors Administrators
and Assigns the Money due and to become due on the said
Recount Current and on non payment thereof him the said
Jeremiah Chitty his heirs Executors Administrators and
Assigns to sue for and recover the same and on payment there-
of to deliver up and Cancel the said Recount Current 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 Hilario De Souza or his
Attorney or Attornies shall Lawfully do in the Premises the
said Sothycallay Annega Moodelly Doth hereby allow and ap-
prove and the said Sothycallay Annega Moodelly doth Cove-
nant with the said Hilario De Souza that he the said Sothycal-
lay Annega Moodelly hath not Received nor will Receive
the said Money due or to become due on the said Recount
Recount or any part thereof Neither shall or will Release or
Discharge the same or any part thereof but will own and
allow all lawfull Proceedings for the Recovery thereof
to the said Hilario De Souza Saving the said Sothycallay
Annega Moodelly harmless of and from any Costs that
may happen to him thereby In Witness whereof
the said Sothycallay Annega Moodelly hath hereunto
Set and affixed his hand and Seal in Madrespatnam
aforesaid —

Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Thirty One Pagodas Three fanams and twenty Cash / Pags. 31. 3. 20 / together with all such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Cots of this Suit

Fiat

Filed 26th March 1782.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Manuras Veneadachellum by his Attorney Paulo de Poives of Madraspatnam aforesaid Inhabitant, that Candee Mapaiangare, of the same place Inhabitant, stands well and truly indebted unto Your Orator in the full and Just Sum of One hundred and Twenty Two Pagodas and Thirty fanams Current Money of Madras, making in Sterling Money of Great Britaine, at the rate of Eight Shillings for every Pagoda, the Sum of Forty Nine Pounds and two 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 Honble Court, which Your Orator prays may be Admitted as part of this Your Orator's Bill

of

Orator, on demand, the said Principal Sum of fifty four Pagodas, with Interest after the rate of Nine Pagodas by the hundred by the year, to commence from the time, he, the said Chinnatta Maracanyan, received the said Sum of fifty four Pagodas from Your Orator, as will more fully and at large appear by a Copy of the said Mortgage & Bond herewith Annexed for the Inspection of this Hon'ble 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 to be produced, whenever Your Orator shall by this Hon'ble Court be thereunto Required. Your Orator further Sheweth unto this Hon'ble Court, that the said Chinnatta Maracany ayn never delivered possession of the said House to Your Orator to live Rent free thereon, nor did he, the said Chinnatta Maracanyan pay unto Your the said Sum of fifty four Pagodas either on, or before the said Thirtieth day of the Month of December, in the said Year of Our Lord One Thousand Seven hundred and Seventy One, in conformity with and agreeable to his the said Chinnatta Maracanyans Agreement, as in all Equity and Justice he ought to have done, nor would he, the said Chinnatta Maracanyan, though thereunto Required by Your Orator, make and complete the Value of the said House unto Your Orator according to the Valuation of the Company's Bricklayer, as by the said Mortgage Bond, by the said Chinnatta Maracanyan, was bound to do. Your Orator further Sheweth unto this Hon'ble Court that on some time in the Year of Our Lord One Thousand Seven hundred and Seventy six the said Chinnatta Maracanyan departed this Life and that Vavvanachayar the Wife of the said Chinnatta Maracanyan is since dead, and that the said Vaidee Maracanyan, as next of Kin and Heir at Law, has possessed himself of all and singular the Goods, Chattels, Rights and Credits of the said Chinnatta Maracanyan and the

said

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Your Orator Allowings Ratifying Conforming what he ought
the said Pablo de Paiva shall Lawfully do in the Premises, as will
more fully and at large Appear by a Copy of the said Assignment
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 posses-
sion, 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 he hath Since the Death of the said Chinnatta
Marcaiyan and his Wife Dawanachy or in afair and friendly
manner applied unto the said Vandie Marcaiyan to pay your Ora-
tors just demand, or otherwise that he would come to a full and true
Discovery of all the goods, Chattels, Rights Credits, and other the perso-
nal Estate of the said Chinnatta Marcaiyan and Dawanachy
deceased, and how the same and every part thereof has been applied
and disposed of by him, And Your Orator well hoped that the said
Vandie Marcaiyan would, Readily have complied with such
your Orators Reasonable Request, as in all Right and Justice he
ought to have done. Your Orator further Sheweth unto this Honble
Court that he hath frequently and in an Amicable Manner
Required payment from the said Vandie Marcaiyan of the said
Sum of One hundred and Seventy Four Pagodas and thirty fan.

But now so it is, may it please this Honble
Court, that the said Vandie Marcaiyan doth 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 Vandie Marcaiyan may upon
his Corporal Oath, full, true, direct and perfect Answer make,
to all and Singular the Matters and Things, herein before the

and

Thirty pounds with all Interest that now is or May hereafter become due thereon also all Cost of this Suit

May it Please this Honble Court to Cause the said Vanda Maracayaar 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 Plaintiffs Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court Shall seem Meet

Thomas Jones
Atty for Compt.

Dr Vanda Maracayaar in Account Current with } Cr
Mootoo Veerootchellum

1767 Decr 30	To the Amount of Plaintiffs Bond Principal Sum & Interest from the 30 December 1765 to this day is 1 Yr 2 M 10 D @ 9 P Ct P Annum	54..	6230	By Balance due	122.30	
	Pagodas	122.30		Pagodas	122.30	

Fort St. George 10 March 1782

(Signed) E.E. Mootoo Veerootchellum
Evidence
Thomas Jones
Atty for Compt.

said money due or to become due on the said Bond and Account
Current, or any part thereof, Neither shall or will Release or
Discharge the same or any part thereof, but will own and
allow full Lawfull Proceedings for the Recovery thereof, he, the
said Paulo de Barras, saving the said Mosteiros Concatchelum
Clear harmless and free from any Cost that may happen to him
thereby In Witness whereof the said Mosteiros Concatchelum
hath hereunto set and affixed his hand and Seal in Madraspatam
aforesaid this Tenth day of March in the Year of our Lord
One thousand Seven hundred and Eighty Two

Signed Sealed & Delivered
(Signed) Mosteiros Concatchelum

where no Stampt Paper is to be
had in the Province of

Goa
Concatchelum

Thomas Powes
Atty for Compt.

Rec'd 12th May 1782

The Plea and Answer of Vandie
Mooneayum of Madras Taylor
Defendant to the Bill of Complaint
of Mosteiros Concatchelum of Ma-
dras Inhabitant late Interpreter
at the Court of Oyer and Terminer
and General Goal Delivery by his
Attorney Paulo de Barras of Ma-
dras Inhabitant Complainant.

The said Defendent by Protestation not
confessing or acknowledging all or any of the matters or
things in and by the said Bill of Complaint Set forth and
Alledged

The Defendant notwithstanding his said plea, but wholly Repleying and recurring thereto, 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 is material or Necessary for him to make Answer unto, he this Defendant Answereth and saith, That he does not know, nor unto his said Pagoda De Paivas, in the Sum of One Hundred and Twenty two Pagodas and thirty Fanams, nor in any other Sum of Money whatsoever, but on the Contrary, the whole of this said pretended Demand, is groundless and unjust and intended undue false pretences to impose and purpose this Defendant, But as the Complainant and his Assignee, the said Cunha De Paiva, have thought proper in their Bill of Complaint to Charge this Defendant with being in Possession of the Goods and Chattles, Rights and Credits, of the said Chinnatta Maneaien and his said Wife, and that the Amount thereof was sufficient to pay the present Demand, in Answer thereto, this Defendant Says, That he is not the Heir at Law or next of Kin to the said Chinnatta Maneaien and his said Wife, nor is now living, a Daughter of the said Marriage, and of Course the next of Kin, That he this Defendant nor any one for him ever Possessed him or them selves of any Estate and Effects of the said Chinnatta Maneaien and his said Wife, nor is he this Defendant any ways acquainted with the Quantity quality or amount thereof, by the said Chinnatta Maneaien and his said Wife dying very poor, and in debt, as this Defendant has been informed and verily believes, And this Defendant further saith, That upon enquiring into the Demand of the Complainant and his pretended Assignee he has been informed, That the Principal Sum of Sixty four Pagodas charged in the Account Annexed is not the proper of him the said Mesturas Cunnatchellum, but

the

Defendant on the least desire it, That there are three Brothers and
six Sisters of the said Chinnetta Maracaia alive, among whom is
the Defendant, and are equally interested as this Defendant in the
affairs of their said Father, were there any Estate and Effects, —
but there are none, nor ever were any; that came to their Hands and
Possession, That this Defendant is fifty Six Years of Age and
has a large and Numerous family to maintain out of his daily
Subsistence, being that of a Cooley Journeyman Taylor, who never
in the least Benefitted by the said Chinnetta's Mannior and his
said Wife, or ever in Possession of any of his or her Effects, if he or
she had any. This Defendant Says, that this Business has been
left to the Justices of the Peace, and the said Abdul Cawder
confined in the Choultry Prison for his imposition, and that the
name of Moturus Veneatachellum is only inserted as a Decoy, he
having no Connection in this said Mortgage Deed whatever, as this
Defendant is informed and verily believes, This Defendant further
saith, that this Charge against him is very unjust and improper,
and in order to still make it more so, the said Moturus Veneata-
chellum by means of Caulo de Caivas, who Signs the pretended
Account without any denomination, and of Course takes nothing
by the Bill of Complaint, has filed a long tedious Recital of the
Mortgage Obligation and the pretended Assignment and annexed
Copies of the same, whereby the said Bill is Swelled and Repeated
with the same thing over again, and this Defendant thereby puts to
great Expence and Charges, besides much trouble in taking out
an Office Copy of the Bill of Complaint. Whereas this Defendant
says, he is informed, had a Short Bill reciting the said Mortgage,
Deed with a Reference to the Original been prefered, the same would
have been more consistant with the Practise of this Honble Court
than the present Mode Adopted by the Complainant —

All —

Fild 26th May 1782

The Replication of Mortimer Vanstackhum by his attorney Isaac Vanstackhum of Hempstead Inhabitant, Complainant, to the Plea and Answer of Vandu Maracanyan of the same place Inhabitant, Defendant.

This Repliant Now and at all times hereafter saving and reserving unto himself all and all Manner of Benefit and Advantage of Exception that may be had or taken to the many Errors, Uncertainty and Insufficiencies and Imperfections in the said Defendants said Plea and Answer Contained, for Replication thereunto, or unto so much thereof, as this Repliant is advised is material or Necessary for him to make Replication unto, he does Reply and Say that his Bill of Complaint and all and singular the matters and things therein Contained, are good true, Certain, and sufficient in the Law to be answered unto in such manner and Form, as the same are therein and hereby set forth and Alleged, and that the said Plea an Answer of the said Defendant is very uncertain, and insufficient. This Repliant further doth say that the said Defendant doth stand justly and truly indebted unto him, this Repliant, in the sum of one Hundred and Seventy Two Pagoda and Sixty Fanams Current Money of Malabar, as is set forth and stated in this Repliants said Bill of Complaint and the Record Court thereunto annexed, Notwithstanding what the said Defendant has alledged to the Contrary in his said Plea and Answer. This Repliant further

further Saith, in Reply to the Plea of the said Defendant pleaded in Bar to this Replicants Action, that he is advised that the said Plea of the said Defendant is no Bar whatever to this Replicants Right of Action against him, the said Defendant, his the said Defendants said Plea, being not only destitute of Law to support it, but Totally Repugnant thereto, this Replicant being advised, that a Bond is, as hose in Action, which, the Laws of England have long since determined to be a Salleable & assignable, a Right so to do, from the Nature of the thing, being an Incorporeal, as Incorporeal in its profession. This Replicant further Saith, in Reply to that part of the said Defendants said Plea, which says, that he, the said Defendant, is not responsible to this Replicant, as mortgagee because the Heirs of the Mortgagee are not expressly Named in the said Mortgage Deed, that such Plea will avail him, the said Defendant, very little, if he the said Defendant, is which this Replicant doubts not being able to prove, in the possession of any of the Effects of the said Mortgagee, this Replicant being advised that so long as there any Effects of a Deceased Persons Estate remaining, they must be appropriated to the discharge of the Deceased Debts even to the last Farthing, and that no one, either as Heir at Law, or Residuary Legatee, can retain any, when the Minutest part of the Deceased Estate, so long as there remains a single Debt unsatisfied. This Replicant further saith, in Reply to the Answer of the said Defendant, which charges one Abdul Cander with being the Real proprietor of the Debt, put forward as disputed, and that this Replicant leaves Interest whatever therein, that the said Assertion of the said Defendant is disproved by the words of the Bond itself, which expressly says, "or Received

further Saith, that soon after the death of the said Chinnatha
mareaugan and his wife Vanamehegan, this Repliant
Demanded payment of the said Sum of Fifty Four Pagodas
and the Interest due thereon from the said Defendant, who
as this Repliant Doubts not being able to prove to the Satis-
faction of this Honble Court, often Promised and undertook
to pay the same, and once come to this Repliants House and
Demanded the said Bond to be produced, Alledging that he had
brought Money to discharge the same, whereupon this Repli-
-ant did produce the Bond to the said Defendant, who after
reading it, offered to pay this Repliant the Principal Sum and
to be forgiven the Interest, as he, the said Defendant was a poor
Man. This Repliant further Saith, that the said Defendant
now is in possession of the Mortgage Premises, being part
of the Deceased Brother Chinnatha Mareaugans Estate,
which he, the said Defendant, now lets out upon Rent and
receives the Profits thereof, which this Repliant will in due
time prove to the Satisfaction of this Honble Court. And in regard
to any other Matter or thing set forth or alledged in the said Plea
and Answer, to which this Repliant hath not particularly re-
-plied, he this Repliant saith that the same is very uncertain
insufficient, and in sufficient 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 Honble
Court shall direct, and Humbly prays as in and by his said
Bill of Complaint he hath already Prayed.

Thomas Jones
Sol'r for Compl't.

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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
Hon'ble Vice Mayors Court at
Madraspatnam, wherein Moo-
tiree Chenatchellum by his
Attorney Saulatte Canoo of
Madras Inhabitant is the
Complainant, and Vandee Mara
-canyan of the same place Inn
habitant is the Defendant.

On the part and behalf of the aforenamed Complainant

To all the Witnesses 1st. Do you know the Parties Complainant and Defendant
in this Suit of these Interrogatories named or either, and which
of them? How long have You to Known them, or either, and
which of them? Set forth the particulars at large, According to the
best of Your Knowledge, remembrance, and belief and the
Truth Relate.

To Deposeth 2d Do you know, have you heard or been informed of any
matter or thing relating to the Matters in question in this
Cause between the Complainant and Defendant, or the
Title of these Interrogatories named? If you, look at the
Cadjan writing Now produced and Shewn to You at this
the time of your Examination Marked on the Letter A
Purporting to be a Mortgage Bond, said to be given grant-
ed, and Executed by Chinnata Maracayan and his Wife
Kannamachia to the Complainant on the Title of these Interro-
gatories Named, Was such Bond or Cadjan Writing given,
granted, executed and delivered in Your presence and by whom?

Wits

the same was? And did the said Chinnatta Maracayen and his Wife Vanvanachiar give any and what Security for the Repayment of such Loan and was such Security made out in your name or in the name of any other and what person and for what reason? Setforth the particularly at large According to the best of your Knowledge Remembrance and belief and the Truth Declare.—

4th Do you know, have you heard or been informed of any Boruachey and matter or thing in any wise relating to the matters in Abdal Cader question in this Cause between the Complainant and Defendant in the Title of these Interrogatories named? If yea, Did you know Chinnatta Maracayen Brother of the said Defendant and his Wife Vanvanachiar? If yea, were you well Acquainted with their Circumstances and were they possessed of any and what property? Did you ever at any and what time hear the Complainant in the Title of these Interrogatories named make any and what demand upon the said Chinnatta Maracayen and his Wife Vanvanachiar for or on Account of any Money transactions between them? If yea, did the said Complainant demand payment of any and what Sum or Sums of Money or did he demand the performance of any and what Conditions or Conditions in Consequence of Money lent, If the Latter, did the said Chinnatta Maracayen and his Wife Vanvanachiar perform or promise to perform the same so as to Satisfy the said Complainant? Setforth the particulars at large, According to the best of your Knowledge Remembrance and belief and the Truth Declare.—

5th Do you know Chinnatta Maracayen Brother and Boruachey to the Defendant in the Title of these Interrogatories, and

Vanvanachiar

Secretly, Make any and what proposals Relative thereto, and
did the said Complainant Agree to or reject such proposals of
the said Defendants? Set forth the particulars at large, Record-
-ing to the best of Your Knowledge, Remembrance, and belief,
and the Truth Declare —

To Peer Mahomed 5th Do you know, have you heard or been informed of
and
Hossanbuck any Matter or thing in any wise relating to the Matters
in question in this Cause between the Complainant and
Defendant in the Bills of their Interrogatories Named. If
yea. Did you know Rimmatta Mareauyen Brother of the
said Defendant, and his Wife Emmanuchior? If You were
you Desire to with their Consent lawed and where they lived
and when they died. If yea, Do You or did you, at any what
time, rent any part of a House belonging to the said Rimmatta
Mareauyen? If Yea did you so rent such part of such
House before or since the decease of the said Rimmatta Mareau-
-yen? If the latter, of whom did you so rent the same, and
to whom did you pay such Rent and whom do you suppose
to be the Owner of such House? Set forth the particulars at large,
Recording to the best of Your Knowledge, Remembrance and
belief and the Truth to Declare —

To the Thirteenth Interrogatory

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 touching the Matters in
question in this Cause that may tend to the Benefit and Ad-
-vantage of the Complainant in his Cause, besides, what
you have been interrogated unto? If yea, Declare the same
fully

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This Cahder marked A was shewn to Devan Saib at the time of his Examination before me On the Part of the Complainant In a Cause now depending in the Honble the Mayors Court wherein Moostoo Venatachellum is Complainant & Vanda Moreaney am is Deft. On the 31st. Day of July Anno Domini 1782

Richd Dighton
Exam.

Mayors Court at
Madraspatnam.

Between Moostoo
Venatachellum by his Attorney
Paulo de Sieros of Madrass
Inhabitant Complainant,
and Vanda Moreaney of
the same place Inhabitant
Defendant

On the Part of the Complainant

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

Deponent saith of Madras Silk Twist Maker Aged 60 years or
thereabouts being produced as a Witness in this Cause On the Part of
the Complainant sworn on the 31st. Day of July 1782. Signified at the
Office of Mr. Charles Brooke who is Attorney for the Defendant by
Borrowing 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

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and Witness set and subscribe his Names as
Witness thereto and more Saith not to his whole
Interrogatory —

Edward Day

Edwd P

Mayors Court
Madraspatnam

Between Mostyn
Constable Plaintiff by his
Attorney Paul de Saire
of Madras Inhabitant
Complainant and Daniel
Mercanger of Madras
late Inhabitant Defendant —

On the Part of the Complainant —

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

Abdool Cauder Lebay of Madras School Master Aged 56 Years
or thereabouts being produced as a Witness in this Cause On the Part of the
Complainant sworn the 31 Day of July 1782. Signified at the Office of
Mr Chs Barnsley who is Attorney for the Defendant by Borrowing
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 —

L. — Jo

3 55
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Mayors Court at
Madrasspatnam

Between Martinus
Veerabachellum by his Attorney
Paul de Pinna of Madras
Inhabitant Complainant, and
Vanda Narrangen of the same
place Inhabitant Defendant.

On the Part of the Complainant

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

Meera Lebay of Madras Taylor Aged 40 Years or thereabouts being
produced as a Witness in this Cause On the Part of the Complainant was
on the 3d Day of August 1771. Sworn at the Office of Mr Charles
Bromley who is Attorney for the Defendant by Interpreting unto
who also left hand Book of the Name Title and Place of Abode of the
said Deponent and afterwards on the same Day being Sworn and Exam-
ined Deposeth as followeth—

To the first Interrogatory this Deponent saith, that she
doth know the Complainant Martinus Veerabachellum
in this Cause, and that he hath or known him fifteen or seven
Years — and that he doth know the Defendant Vanda Nar-
rangen in this Cause, and that he hath so known him from
his Infancy — and more saith not to this Interrogatory. —

To the fourth Interrogatory this Deponent saith, that she
doth know of the Matter & Thing in Question
in this Cause between the Complainant and Defendant in the
Title of these Interrogatories named, and this Deponent

Saith —

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Mayor Court at
Madraspatnam

Between Mootien
Comatchellum by his Attorney
Paulo de Paun & Mary
Inhabitant Complainant,
and Cauda Mannayen &
three others Inhabitants
Defendants

On the Part of the Complainant

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

Omawaddy Inhabitant Aged 50 or 60 Years
being produced as a Witness in this Cause on the Part of the Complai-
nant was the 15th Day of August 1732 Sworn at the Office
of Mr Charles Bonnby who is Attorney for the Defendant by Bro
mising my Servant who also left him a Note of the Nature Title
and State & Shape of the said Deponent and afterwards on the
same Day being Sworn and Examined Deposeth as followeth —

To the first Interrogatory this Deponent saith, that
she doth know the Complainant Mootien Comatchel-
lum in this Cause — and that she hath so known him
ten or fifteen Years — and that she doth know the De-
fendant Cauda Mannayen in this Cause, and that
she hath so known him for six Years — and
more saith not to this Interrogatory —

her
O. Omawaddy
mark

Dismiss'd upon the Second Charge and took possession
of the said House formerly the Property of Sir Charles
Mornington and the said Defendant since in possession
of said House — and was desired to file his Plea —
Interrogatory —

Sir Charles Boundy
Rich. Taylor
Cler.

Mayors Court at
Madraspatnam

Between Mostyn
Complainant by his Attorney
Charles Boundy Esq. of Madras
Lieut. Colonel Captain and
Paymaster of the 2nd
Battalion Artillery Defendant.

Depositions of Witnesses taken in this Cause by
& before the Examiner in this Court as follows Viz. —

Vincent Pereira of Madras Christian Aged 26 Years or thereabouts being
produced as a Witness in this Cause on the part of the Complainant was on
the 31st Day of July 1782 Sworn in the Office of Mr. Charles Boundy
who is Attorney for the Defendant by Borrowing my Servant who at
my request left him out of the same Office and Place of Abode of the said
Deponent and afterwards on the same Day being sworn & Examined
Deposeth as followeth. —

First — To the first Interrogatory this Deponent saith, that he
doth —

Mayors Court at

Madraspatnam

Between Mortimus

Veeratchellum by his Attorney

Peter Perin of Madras

Inhabitant Complainant and

Cuse Monagen of the same

place Inhabitant Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and

before the Examiner in this Court at Fort St. George

Polam Rajah of Madras Brewing an Caniopleir Aged

30 Years or thereabouts — being produced as a Witness in this Cause On the

Part of the Complainant was on the 31st. Day of July 1782. Sworn and

Affirmed to Mr. Charles Brooke who is Attorney for the Defendant by

Interpreting any Answer which he shall give to the Name Pillard

Place of Abode of the said Defendant and afterwards on the same Day

being Sworn and Examined Deposeth as follows —

To the first Interrogatory he Deponent saith, that he

doth know the Complainant Mortimus Veeratchellum in

the Cause, and that he hath so known him fifteen Years

or thereabouts — and doth further know the Defendant

Cuse Monagen in the Cause, and that he hath so

known him five Years or thereabouts and more saith

not to this Interrogatory —

his
P. Polam
mark

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And before the Examiner in this Court as followeth

Ganganen of Kavelchery but now at Madras Peon Aged 25 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant sworn on the 31st. Day of July 1782. Signified at the Office of Mr. Charles Brownlow who is Attorney for the Defendant by Examining 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 Interr. To the first Interrogatory this Deponent saith, that he doth know the Complainant Mootoos Venatachellum in this Cause, and that he hath so known him ten or fifteen Years — and that he hath seen Vanda Maracayer the Defendant in this Cause — and more saith not to this Interrogatory —

4th Interr. To the Sixth Interrogatory this Deponent saith, that about two Year and half ago the Defendant came to the Complainants House with some other Persons One a Chetter and the other one Nellyerodan and the Defendant asked the Complainant for the Mortgage Bond his Brother had given him and the Compl.t ask'd him if he had brought the Money and the Defend.t said he had upon which the Complainant gave the Bond to Nellyerodan who read it and desired the Complainant to take the Principal and to give up the Interest which the Complainant would not agree and they went away — and more saith not to this Interrogatory —

Ganganen

Sworn before me

Chas. P. Dighton

Examr.

this Cause between the Complainant and Defendant in the Title of the Interrogatories named, and this Deponent saith that he did know Bimatta Maracayan Brother of the said Defendant or his Wife Caurnachear, or was he acquainted with their Circumstances or whether they lived or died and this Deponent saith there was a small space of open Ground in Morgue Street in the Black Town and he requested Permission of one Dada Lab to build a Hutt upon it upwards of twenty four Months past and the said Dada Lab agreed to it on the Condition that he paid or him Six Fanams pr Month for the use of said Ground which he accordingly paid for two Months to the said Dada Lab who afterwards told this Deponent that the Ground belonged to the Defendant and that he must pay the Six Fanams pr Month which this Deponent has constantly done to this time and this Deponent saith that One of the Company's Peons also told him the said Ground belonged to the Defendant in this Cause And more Saith not to this or the last Interrogatory

Rich. D. Dighton

Ther Mark ⊥ of Peer Mahomed

Exam.t

At the time of signing this Deponent saith that Dada Lab ordered him to pay two Month Rent for said Ground to Mere Lubby which he accordingly paid and afterwards the Defendant bought a Compound Peon and told this Deponent that said Ground belonged to him and that he must pay him the Six Fanams pr Month or quit, since which time this Deponent has paid the said Six Fanams Monthly to the Defendant

Rich.d Dighton

Ther Mark ⊥ of Peer Mahomed

Exam.t

Whether of the said Defendant or his Wife Cauvarachiar or was he acquainted with their Circumstance or where they lived or when they died and this Deponent saith that he did not rent any part of a House belonging to Chinnatte Maraeayen, but that he rented part of a House from the Defendant for Seven Months for which he paid the Defendant Rent and he believes him to be the Owner of said House And more Saith not to this or the last Interrogatory

Rich.d Dighton
Exam.t

The Mark ✕ of Rhysandaib

Witnesses
Muthapulla Mastry
Saib Mastry
Shakeendie Labba
Nanoo
Nellacara Vaidyah
Shashachellum Chitty
& Soobrayah Chitty

Interrogatories to be Administered 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 Madras at the Suit wherein Moothuras Vencatachellum of Madras Inhabitant by his Attorney Paulo De Paiva of the same place Inhabitant Complainant and Chinnatte Maraeayen of Madras Taylor is Defendant, On the part and behalf of the Defend.t

Interry 1st. Do you know or Do you not know the parties Complainant and Defendant in the Title of these Interrogatories named if you know any have you so known them or either and which of them Declare

Muthapulla Mastry 2d. Did you know or was you Acquainted with the said Chinnatte Maraeayen and his Wife Cauvarachey or late of Madras Inhabitants, of you, where and at what time Did

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1795

Submitted to the Decision of Morgan Williams Esquire and Cotton Bower Bank Dent Esquire and how the same was determined and whether Abdul Cader the person mentioned in the said Dispute is or is not in Custody for the Non performance of the said Decession, look on the Paper Writing hereto Shewn you & whether the same is or is not the Amount of the said Decision and how far the same is Complied with and by whom and whether the same is or are not in Effect the same as the matters in question before this Honble Court brought by the above mentioned Mooturas Vancatachellum

Last Interrogy. Do You know or can you Set forth any other Matter
To all the Witnesses or thing that may tend to the Advantage and benefit of the Defendant, other than to what you have here before Interrogated if you Set forth the same, and the whole that you know to the best of your knowledge Remembrance and belief.

Chas.t Bromley
Atty Defend.t

To the Worshipfull Morgan William Esq.r

The humble Petition of Vandum
Marcal — Taylor

Sheweth That about 20 Years since Your Petitioners
Father Swama Marcal mortgaged his House to one Abdal
Cader and Covenanted of him for Pagodas on his Bond without
Interest upon condition, that Abdal Cader should have in the
House without paying Rent — Your Petitioners younger Bro.
ther called Chinna Marcal Covenanted money at different times
of

Mr Holland having left the Settlement with out having informed his Next Degree in favor of Vandeven Mercall & Taylor against Abdul Cader, and also omitted to put his Signature to his own Writing at the foot of this petition & Mr Williams having informed me to execute all such Deeds as remained un-executed by him I have accordingly heard by examined the Parties, Complainant and Defendant in this Cause, as well as the present Witnesses produced, & find Mr Williams has paid every just judgment, & Consequently the Claim of the Petitioner Confirmed, Given under my hand this 24 day of July in the Year 1782

C. B. Dent
Justice

This Libel was shewn to Sheshachellum Chitty and Soobroyah Chitty at the respective times of their Examination before me on the Part of the Defendant in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Mortuvas Venatachellum by his Attorney Paulo De Paivas is Complainant and Vandeu Maracayam is Defendant on the 16th & 17th Day of September Anno Domini 1782

Richd Dighton
Exam.

Mayor's Court at
Madraspatnam

Between Mortuvas Venatachellum of Madras Inhabitant by his Attorney Paulo De Paivas of the same Place

and that Vauvanzchear died about four or five Years past and
this Deponent saith that they left one Daughter and this Deponent
saith that they did not leave behind them any Estate, Effects Goods
or Chattels whatsoever — and more Saith not to this Interrogatory 7

3d — To the third Interrogatory this Deponent saith, that he did know
Abdul Cauder — of Madras and this Deponent saith that
Abdul Cauder lent Chinnatta Maracain's Father Hussain Ma-
racain the Sum of six Pagodas on a Mortgage of a Piece of
Ground and that Chinnatta Maracain has borrowed from
the said Abdul Cauder at different times to the amount of forty
four Pagodas which makes the Sum of fifty Pagodas and
this Deponent saith that the Defendant is bound to pay said
Debt as being contracted by his Brother Chinnatta Maracain
-in and his Father Hussain Maracain, and this Deponent
saith the said Transaction is the same in Fact as the present
matters in Question in this Cause altho in the Name of
Mootiah Vencatachellum the above named Complainant
— and more Saith not to this Interrogatory. —

4th — To the fourth Interrogatory this Deponent saith, that the
aforementioned Chinnatta Maracain & his Wife deceased
possessed of any Estate or Effects at their Death — and more
Saith not to this Interrogatory. —

5th To the last Interrogatory this Deponent saith, that the
Father of the Defendant was possessed of a House and Piece
of Ground which he mortgaged to Abdul Cauder for Six Pags.
and the Defendant as being his Fathers Eldest Son took
possession —

198 415

198

Mayors Courtas
Madraspatnam

Between Masteras
Venetashellum of Madras
Inhabitant by his Attorney
Paulo de Levas of the same place
Inhabitant Complainant and
Vandie Maracayam of Madras
Taylor Defendant.

On the Part of the Defendant.

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

Saubé Mastry of Madras Taylor Aged 54 Years or thereabouts being
produced as a Witness in this Cause On the Part of the Defendant was on the
9th Day of September 1782. Sworn & Examined at the Office of Mr Thomas Jones who
is Attorney for the Complainant by Interpreting 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 Masteras Venetashellum in this Cause, and
that he hath so known him twenty Years or thereabouts — and
that he doth know the Defendant Vandie Maracayam in this
Cause, and that he hath so known him from his Infancy.
and more saith to this Interrogatory —

To the second Interrogatory this Deponent saith, that he was
acquainted with Bramah Mamain and his Wife Parvana
then Inhabitants of Madras with

that

the Defendant cautioned the said Abdul Cauder not to lend any more Money to the said Chinnatha Marcair and this Deponent saith the said Transaction is the same fact as the present Matter in question in this Cause although in the Name of Mortaza Cauder between the above Complainant and this Deponent saith that the Complainant did not lend the Money but that Abdul Cauder lent the Money — and more saith not to the Interrogatory —

To the fourth Interrogatory this Deponent saith, that the aforementioned Chinnatha Marcair and his Wife were not possessed of any Estate or Effects at their Death —, and more saith not to this or the last Interrogatory —

Richd Lyster
Exam.

The Mark & of Abdul Mistry

Mayors Court at
Madraspatnam

Between Mootoos Venca-
chellum of Madras Inhabi-
tant by his Attorney Paulo
De Paiva of the same Place In-
habitant Complainant and
Vaidie Maracayar of Madras
Taylor Defendant

On the Part of the Defendant

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

Shakeandee

Father Hoape in Maracaire the Sum of Six Pagodas on a Mortgage upon a House and afterwards Chinnatta Maracair borrowed of the said Abdul Cawder at different times to the amount of forty four Pagodas and gave Abdul Cawder a Mortgage Bond for fifty Pagodas including the Six Pagodas borrowed of Abdul Cawder by his Father and this Deponent saith that the Defendant heard of his Brothers Chinnatta Maracair having borrowed said Sum of Abdul Cawder, and offered to pay said Abdul Cawder the fifty Pagodas but Abdul Cawder refused to accept the same upon which the Defendant and the Defendants Father Complained to the Heads of the Cast of which this Deponent is One, and they sent for Abdul Cawder and ordered him to take the fifty Pagodas and give up the Mortgage Bond, but the said Abdul Cawder said that the Agreement was that he should live in the House for Eighteen Months and that there were only Six Months expired of the time and that he would deliver up the Bond at the expiration of the other twelve Months, and this Deponent saith that the Heads of the Cast and the Defendant ordered Abdul Cawder not to lend any more money to the said Chinnatta Maracair and this Deponent saith the said Transactions is therein in fact as the present Matters in question in this Cause in the name of the Complainant Mastoora Cunnatchellum and more Saith not to this Interrogatory —

To the 2nd Interrogatory this Deponent saith, that the aforementioned Chinnatta Maracair and his Wife were not possessed of any Estate or Effects at their Death — and more saith not to this or the last Interrogatory —

Abdul Rajahtan

Cawd

and more Saith not to this Interrogatory

To the Second Interrogatory this Deponent saith, that he was acquainted with Chinnatte Maracair and his Wife Vannamakiar late of Madras Inhabitants and this Deponent saith that Chinnatte Maracair did about five or six Years past and that Vannamakiar did about four or five Years past and this Deponent saith that they left one Daughter and this Deponent saith Deponent saith that they did not leave behind them any Estate, Effects Goods or Chattels whatsoever and that they hardly maintain themselves and that they lived on the Charity of others — and more Saith not to this Interrogatory —

To the last Interrogatory this Deponent saith, that the which he lived in the House with the Defendant Abdul Cawder Came to dem and the dam of fifty Pagodas of the Defendant and the Defendant asked the said Abdul Cawder what it was for and the said Abdul Cawder said he had lent said Sum to his Brother Chinnatte Maracair upon which the Defendant said if he delivered the House in the same Condition his Father had delivered it to Abdul Cawder he would pay the money — and more Saith not to this Interrogatory —

The Mark ⊙ of Naraa

Robt Dighton

Interpr

Abdul Cauder late of Madras in his life time, and this Dis-
ponent saith that Channbetta Marcaire in his lifetime
Brother to the Defendant Mortgaged a Piece of Ground gi-
ven to his Father by this Deponent to Abdul Cauder and
this Deponent saith that the Defendant was bound in
said Transaction as being Brother to the said Channetta
Marcaire, and this Deponent saith that said Transaction
is not Relative to or in any manner Connected with the present
Matter in question in this Cause. — And more saith not to or
this Interrogatory —

4th To the fourth Interrogatory this Deponent saith, that he
doth not know whether or not any Part of the Estate or the
Effects of the aforementioned Channetta Marcaire and his
Wife Ld & Did not come to the profession of the Defendant
or to any other Persons profession in his Account — and
more saith not to this or the last Interrogatory —

Sworn &c

Abdul Daghstor
" Cadur"

Mayor's Court.
Madraspatnam

Between Marcaire
Veerabadrachetty of Madras
Inhabitant by his Attorney Pinda
Rayer of the same place
Inhabitant Complainant and
Veda Moorgayen of Madras
Inhabitant Defendant. —
On the Part of the Defendant

Cawder was confined in the Polygar Custody for not com-
playing with the Award given by his Master Morgan
William Esq.r One of Majesties Justices of the Peace and
this Deponent saith that On his Masters leaving the
Place he sent for the Petitioner and Returned him the fifty
Pagodas and Her Matter was Referred to Mr. Dent, and
this Deponent saith On producing and shewing to him
at this time of his Examination the Paper Writeing that
the writing at the bottom of the second Page is the decision
given by his Master Morgan William Esq.r One of Ma-
jesties Justices of the Peace and that it is not complied
with and this Deponent saith that the Petitioner came
and told his Master Morgan William Esq.r that the Com-
plainant Mootuvas Vencatachellum had sued him
in the Honble Honble Mayor's Court on Account of
the Matters in Question altho he had given a Decree
in his Favor — and more saith not to this or the last
Interrogatory. —

Ansa Sasawchillum —

Rich.d Deighton

Exam.d

Mayor's Court at
Madrasptnam

Between Mootuvas
Vencatachellum of Madras —
Inhabitant by his Attorney
Cawder

in his profession a Mortgage Bond for money taken upby
his the Defendants Brother to the Amount of fifty Pagodas
or thereabouts and that he had Offered the said Abdul Cauder the said
Sum but he would not deliver up the Bond and this Deponent
saith that his Master Colon Bowerbank Dent Esqure sent for
Abdul Cauder and enquired into the Matter and Abdul Cauder
said that Modooroo Venatashellum had but the Defendants
Brother the money and the Mortgage Bond belonged to him and
that he had nothing to do with it and this Deponent saith that
after his Master had examined the Evidence for both Cass
this he gave the decision in favor of the Defendant and
ordered Abdul Cauder to deliver the Defendant up the Mortgage
Bond and at the same time ordered the said Abdul Cauder into
the Polygars Custody untill he complied with his decision
to given and this Deponents Master also ordered Abdul Cauder
to deliver up the House in the same Condition he had Received
it, and this Deponent saith on producing and Shewing to him
at this the time of his Examination the Paper Writing that
the same as the Petition delivered to his Master by Morgan
William Esquire and that the award therein given by his Mas-
ter and Morgan William Esquire is not Complied with but
whether the same is the Matter in question in this Cause
before the Worble the Mayors Court this Deponent do not
know — and more Saith not to this & the last Interrogatory

Sworn to

Thos. Dighton

Sworn

4 29

345

Fileg. 19th April 1783

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Thomas Barrett of Madras
Merchant that Thomas Lovath of the same place Inhabitant
stands Indebted unto Your Orator in the Sum and just Sum
of Eighty three Pagodas Eight Fanams and Thirty six Cash
Current money of Fort St George Making in Sterling Money of
Great Britain at the Rate of Eight Shillings for every
Pagoda the Sum of Thirty three Pounds and Six Shillings
or thereabouts as does more particularly and at large appear
by 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 his Bill of Complaint
and Whereas Your Orator hath frequently and in an
amicable Manner requested payment of the said Sum
of Eighty three Pagodas Eight Fanams and Thirty six Cash
from the said Thomas Lovath -

But now so it is may it please this Honble
Court the said Thomas Lovath obstinately and wilfully refuses
to pay the same or give Your Orator any manner of Satisfac-
tion Tending thereunto Your Orator therefore prays
Genral Relief such as to this Honble Court shall appear
agreable to Equity and good Conscience To the End there-
fore that the said Thomas Lovath may upon his Corpo-
ral 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 herein again repeated and
particularly

Dr. Mr. Thomas Smith in Account Current With Thomas Barrett Esqr.

1782					1783				
Augt	1	To a Stock Bucket		3 21	April	9	By Cash Received per		9 10
1782							By Interest on Ditto		1 16
July	1	To the Amount of your Note of hand		80			By Ballce due this day	£ 83	s 8	d 26
		To Interest on the above Sum @ 12 ℔ Cent		8 30 36					
				£ 92 9 36					
		St Pagodas		92 9 36			St Pagodas	92	9 36

Fort St. George
April 15th 1783.

E. E. pr Thos. Barrett

True Copy
Ag DuPuy
atty Compt.

15th Nov 1784

To the Honble the Mayors

Court at Madraspatnam

Humbly Complaining Sheweth unto

this Honble Court Your Orator Alexande Cuthbert of Fort Saint

George Merchant That His Excellency Mondat ul Omrah

Bahander Eldest Son of his Highness Wallajau Nabob of the

Carnatic Stands Indebted unto your Orator in the full and

just Sum of Eighteen Thousand three hundred and thirty Nine

Pagodas and Four Fanams Current Money of Madras Making

in Sterling Money of Great Britain at the Rate of Eight &

Shillings for every Pagoda the Sum of Seven Thousand three hun-

dred and thirty four Pounds Twelve Shillings and Ten pence

as thereby and more fully and at large Appears by the Copies

of an Account and of a Mortgage Bond hereunto Annexed and

prayed by your orator to be taken as part of this his Bill of Com-

plaint the Originals whereof being in Your Orators Custody

ready to produce when Required by this Honble

Court and your Orator further Sheweth that he hath frequent-

ly and in friendly Manner Required the Payment of the said

Sum of Eighteen Thousand three hundred and thirty Nine

Pagodas and Four Fanams.

Butnow so it is and May it Please

this Honble Court the said Mondat ul Omrah Bahander

contemptuously and wilfully Refuses to Pay the Same or to give

your Orator any reasonable Relief Such as to this Honble

Court shall appear Agreeable to Equity and good Conscience

To the End therefore that the said Mondat ul omrah Bahander

may

Dr. His Excellency Nabob Wallah Jauh Bahauder in Account with Alexander Cuthbert Esqr

1780					
Nov.	13	To the Amount of your Mortgage Bond of this date		16432.25.40	
1781					
Octr	29	To Interest on Dr from 13th Novr 1780. to this day being 11. 14. @ 12 ℘ Cent ℘ Annum		1886.20.40	
		Pagodas		1833	4 -

Madras 29th October 1781

Errors Excepted

Alex. Cuthbert

a True Copy

Popham

By Balance due . . . . . 1833 4 -

Pagodas 1833 4

February which was in the Year of our Lord One Thousand Seven hun-
dred and Seventy Eight And Whereas the Amount Purchase
money of the said House Ground and Ground was Seventeen
Thousand Pagodas whereof the said Mondut Ul Omrah
Bahander paid off five Thousand Pagodas by the Bond of Major
Peter Davidson Conditioned for the Payment unto Alexander
Cuthbert his Executors Administrators and Assigns of that
said Sum of Five Thousand Pagodas And the said Mondut ul
Omrah engaged and undertook to pay unto the said Alexander
Cuthbert at the expiration of twenty Months from the aforesaid
Twenty first day of February One Thousand Seven hundred
and Seventy Eight The Sum of Twelve Thousand Pagodas
being the Remainder of the Consideration as agreed to be paid
as aforesaid together with Interest thereon from the said
Twenty first day of February One Thousand Seven hundred
and Seventy Eight after the Rate of Twelve per Cent per Annum
until the same was discharged And Whereas by an
Account Current stated as agreed upon at the end of every
year together with the Interest thereupon unto the said Second
year respectively and signed this day by the said Alexander
Cuthbert and the said Mondut Ul Omrah there appears due
unto the said Alexander Cuthbert the Sum of Sixteen Thousand
Four hundred and fifty two Pagodas twenty five Fanams
and forty Cash which Sum the said Mondut Ul Omrah not
being at present able to pay off and discharge the Said Pagodas
Fanams and Cash to the said Alexander Cuthbert for Interest for the Space
of Two Months from the Date hereof, And both of the said
House Garden ground and Premises as mortgage for securing
the

unto the said Alexander Cuthbert the said House Garden Ground
and Premises together with the said House and Garden both
been sons aforesaid Called or known by the great Bandarre
and all the Buildings Erections or Improvements thereon
or there to appertaining or generally held and enjoyed as part
and parcel thereof To hold the same and every part thereof
unto the said Alexander Cuthbert to the only proper use and
behoof of him the said Alexander Cuthbert his heirs Executors
Administrators or Assigns for ever Subject Nevertheless
to Redemption on payment by the said Mondul Ul Omrah
Bahander of the said Sum of Sixteen Thousand four hundred
and fifty Two Pagodas Seventy five Fanams and forty Cash
and Interest thereon at and after the Rate of Twelve per Cent
per Annum and at the expiration of three Months from
the date hereof the said Mondul Ul Omrah Bahander doth
hereby for himself his heirs Executors Administrators Cove-
nant promise and Agree to and with the said Alexander
Cuthbert his Executors Administrators and Assigns in
manner and form following that is to say That if it shall
so happen that the said Sum of Sixteen Thousand four
hundred and fifty two Pagodas Seventy five Fanams and
forty Cash and the Interest to grow due thereon as aforesaid
shall be behind and unpaid in the whole or in any part or
part thereof at the Expiration of three Months from the date
hereof that in such Case it shall and may be lawfull for
the said Alexander Cuthbert or his lawfull Attorney or
Attorneys heirs Executors Administrators or Assigns to
dispose

premises to any purchaser or Purchasers thereof and to receive the
Purchase Money thereof and to give Receipts for the same and
to give possession of the said Premises in as full and ample a
manner as the said Mendat Gil Amrah or his lawfull Repre-
sentatives Could do And the said Mendat Gil Amrah Doth
hereby further Covenant as aforesaid that he hath not done
any act to Incumber his title to the said Premises, but that
he hath full title to the same in manner aforesaid and that
he will do no act to Incumber his title to the same but will
do or execute any further or Reasonable Act in the Law for the
more Compleate assurance of the said House Garden Ground
and Premises unto the said Alexander Cuthbert his heirs &c.
exetors Administrators and assigns which by him or them
or his or their Counsel learned in the Law may be Reasonably
devised or required In Witness whereof the said Mendat
Gil Amrah Bahander hath hereunto set his hand and Seal
this Sixteenth day of November One Thousand Seven hundred
and Eighty

Sealed and Delivered
in the Presence of
Antonio de Souza
Manoel de Souza

Mendat Gil Amrah Bahander L.S.

A true Copy
Copham.

Mayor's Court at Madraspatnam

Tuesday the 17th day of June Anno Domini 1783

Present

William Webb Esquire Mayor
Edward John Maddond and Hugh Maxwell
Aldermen

Between Alexander Cuthbert of Fort Saint George Merchant Complainant and His Excellency Hondat ul Omrah Bahauder Eldest Son of Highness Wallaujah Nabob of the Carnatic Defendant

It Appearing by the Records of this Court that the Space of six Months the time Limitted in his Majes-ties Charter is elapsed since the Returne of the Warrant of Sequestration issued against the Defendants Effects and that the Defendant hath not appeared in Court to answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Eighteen Thousand Three hundred and Sixty Nine Pagodas and four Fanams Pagodas 18,369-4- together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

By Court

in the said Year of our Lord One Thousand Seven Hundred and Seventy Seven, Conditioned for the payment of the sum of Forty two Thousand four hundred and Seventy six Pagodas Thirteen Fanams and Sixty two Cash on demand, with such Interest as shou'd become due thereon, after the Rate of Twelve Pagodas for the Hundred by the Year, being the Amount of a Debt due to Your Orator for money lent and Goods Sold and Delivered as will more fully and at Large appear by a Copy of a Translation of the said Bond or Obligation hereunto Annexed for the Inspection of this Honble Court, the Original of which, with the Original Bond, are in Your Orator's and Attorneys possession, and ready to be produced, whereupon Your Orator shall, by this Honble Court, be thereunto Required Your Orator further sheweth unto this Honble Court that there Now remains due unto Your Orator for Principal and Interest upon the said Bond or Obligation the Sum of Forty five Thousand five Hundred and Seventy two Pagodas Twenty five Fanams and Sixty two Cash and the said Condit Ali Cawah Bahauder hath not, nor hath any one for him, paid or Caused to be paid unto Your Orator or unto any One for Your Orator's Use, either the whole or any part of the said Sum of Forty four Thousand four Hundred and Seventy two Pagodas Twenty five Fanams and Sixty two Cash Your Orator further Sheweth unto this Honble Court, that on the Fourteenth of Novemb'r of September in the present Year of Our Lord One Thousand Seven Hundred and Eighty two, Your Orator exhibited unto the said Thomas Jones of Madraspatam aforesaid Inhabitant an Assignment of the said Bond

and in an Amicable Manner Requested payment from the said Amdet Ul Annah, Bahaudar, of the said Sum of Sixty five Thousand five Hundred and Seventy two Rupees Twenty five Annas and Thirty two Cash.—

But now so it is may it Please this Honble Court that the said Amdet Ul Annah, Bahaudar, with Obstinately and wilfully Refuses to pay the same or to make any Satisfaction for 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 Amdet Ul Annah, Bahaudar, 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 punctually and Effectually, to all Intents and purposes, as if the same were hereunto Repeated and particularly Interrogated, And More especially that he, the said Amdet Ul Annah, Bahaudar, may set forth and discover, whether he was Did, at any and what Time or Times, borrow and Received of Your Orator the sum of Twenty One Thousand Six Hundred and Ninety two Rupees One Anna and Thirty two Cash or any other and What Sum or Sums of Money? And whether he, the said Amdet Ul Annah Bahaudar was did, at any and what time or times buy and receive of Your Orator any and what Price Goods and to what Amount? And whether he, the said Amdet Ul Annah Bahaudar

may hereafter become due thereon, Also all Costs of this

Suit

May it Please this Honble Court to

Cause the said Ondet Ali Annah Bahauder, to be Summo-

ned and Required by the Sheriff of Fort Saint George Town

of Madraspatnam and the Districts thereof, personally to

be and appear before this Honble Court at a Certain time

and place to be by this Honble Court prefixed and appointed,

then and there to answer this Your Orator's Bill of Com-

plaint and further to stand to and abide by such Order and

Direction as to this Honble Court shall seem Meet

Thomas Jones
Atty for Compt.

D.r Ondet Ali Annah Bahauder in Account Current with &c
D.o Kistnadeyah Verjeedeyah

1777					1782				
Nov.r 26	To Amount of Your Bond of the Day		2169	1.32	Sept.r 12	By Balance Due	35572	25.32	
	To Ditto 33 ⅓ Ad Rupees Exchange @ 3/5 Ad.a Pagodas		834	12					
			22376	13.32					
	To Interest on D.o from 26 Nov.r 1777 to the Date Pagodas 4 Years 9 Months 17 Days		13196	12					
	Pagodas		35572	25.32		Pagodas	35572	25.32	

Fort St. George 12 Sept.r 1782.

Errors Excepted

A true Copy
Thomas Jones
Atty for Compt.

(Signed) Kistnadeyah Verjeedeyah

(Signed) Thomas Jones

457
A16

To all People to whom these Presents shall Come Greeting

Whereas Ondit Ul Omrah, Bahander of Madraspatnam Inhabitant on and by the Ballance of an Account Current Bearing Date the Twelfth day of September in the present year of our Lord One Thousand Seven hundred and Eighty two, Arising on a Bond Bearing Date the Twenty Sixth day of the Month of November which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven, Stands indebted unto Mustradoss Verjedoss of Madraspatnam Aforesaid in the Sum of Thirty Five Thousand Five Hundred and Seventy two Pagodas Seventy Five Fanams and Thirty two Cash, as by the said Bond and Account Current May Appear, And whereas there now Remains due to the said Mustradoss Verjedoss on the said Bond and Seventy two Pagodas Seventy Five Fanams and Thirty two Cash, Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Fourteen Thousand two Hundred and Seventy Nine Pounds Sterling Now Know ye that the said Mustradoss Verjedoss for a Valuable Consideration to him in Hand paid by Thomas Jones Attorney at Law of Madraspatnam Aforesaid Inhabitant at or before the Sealing and Delivery of these presents, the Receipt whereof the said Mustradoss Verjedoss, doth hereby Acknowledge, he, the said Mustradoss Verjedoss hath assigned and Setover and by these Presents doth Assign and setover unto the said Thomas Jones the said Bond and the said Account Current and the Money thereupon due and Owing and which

Current or any part thereof Neither shall or will Release or
Discharge the same or any part thereof, but will save and
Allow of all Lawful Proceedings for the Recovery thereof
be the said Thomas Jones Saving the said Kistnadoss Verjedoss
Harmless of and from any Costs that may happen to him
thereby In Witness whereof the said Kistnadoss Verjedoss
hath hereunto set and affixed his Hand and Seal in Madras
-patnam aforesaid this Twelfth Day of September in the
Year of Our Lord One Thousand Seven Hundred and Eighty
Two

/Signed/ Kistnadoss Verjedoss (L.S.)

Signed Sealed and Delivered
Where no Stampt Papers to be
had in the Presence of

Venkatachellum
Mangapatty

Stone Copy
Thomas Jones
Atty for Compt

Fol. 22? A.D. 1782.

To the Honble the Mayor's
Court at Madraspatnam

Between Kistnadoss
Verjedoss by his Attorney
Thomas Jones of Madraspat-
-nam Inhabitant Complai-
-nant and Audit Ally Cawah
Bahadar of Madraspatnam
aforesaid Inhabitant Defendant

The Affidavit of Thomas Jones.

This

It Appearing by the Records of this Court that the Space of six Months (the time Limitted on his Majestys Charter) is elapsed since the return of the Warrant of Sequestration issued against the Defendants Effects and that the Defendant has not made any appearance in Court to answer the Complainants Bill — This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Lawfull Sum of Thirty five Thousand five hundred and Seventy two Pagodas twenty five Fanams and thirty two Cash (Pagodas 35572..35..32) 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

Fort St. G[eo]. 14th May 1783.

To the Honble the Mayors Court at Madraspatnam

The Humbly Complaining Sheweth

unto this Honble Court Your Orator Canacapeley Sawmy Merchant of Madras Inhabitant that Chinna Sawmy of Madras Inhabitant Stands indebted unto Your

Conscience To the End therefore that the said Chin
na Sawmy may upon his Corporal Oath fully
and Severy may upon his Corporal Oath fully
true direct and perfect Answer make to all and Singu-
lar the matters and things herein before Set forth and
alledged as fully truly and effectually to all intents
and purposes as if the same were again repeated and
particularly interrogated and the said Chinna Sawmy
may Particularly set forth whether he did not Execute
the said Bond or Obligation with his free will and
Consent and whether the same was not for a valuable
Consideration therein mentioned paid by Your Orator and
whether the said Chinna Sawmy did Not Agree in
and by the said Bond that in default of Payment
your Orator Might Cos execute the said Chinna
Sawmy in this Honble Court and that the said Chinna
Sawmy may be decreed to pay unto Your Orator the
aforesaid Sum of Eighty Star Pagodas together with
all such Interest as now is or shall hereafter become
due thereon also all Cost of this suit

May it Please this Honble Court to
Cause the said Chinna Sawmy 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 prescribed
and —

457

DDD

Filed 10th June 1783

To the Honble the Mayors
Court at Madraspatnam

The Petition Canacapilly
Savory Naick of Madras
Inhabitant Complainant
and Chinna Savory of the
same place Inhabitant is
Defendant

The above Named Complainant Canacapilly
Savory Naick Maketh Oath and Saith that the above
Named Defendant Chinna Savory is Justly and Truee
Indebted unto this Deponent in the full and Just
Sum of Eighty Star Pagodas together with Interest
at Twelve per Cent P Annum from the 16th day of
January in this present Year of Our Lord One Thousand
Seven hundred and Eighty three as setforth and stated
in the Bill of Complaint filed in the above Cause

(Signed) Canacapilly Savory

Sworn before me

Atty for Compt

A true Translation as near as
can be from the Gentoo Language

Soobaroyasse

Interpr

221

Mayors Court at Madraspatnam

Tuesday the 24th day of June Anno Domini 1783

Present

William Webb Esquire Mayor

James Call and Francis Lind

Aldermen

Between Canacapaley Savory Nack of Madras Inhabitant Complainant and Chinna Savory also of Madras Inhabitant Defendt

It Appearing by the Records of this Court that the Usual Rules have been 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 their full and Just Sum of Eight Star Pagodas / Star Pags. 8 0 0 — / together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Mayr

But now so it is may it Please
this Honble Court the said Moocondanaad ut Obstinately
and wilfully Refuses to pay the same or to give Your Or
Orator any Manner of satisfaction touching the Premi-
ses 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
Moocondanaad may upon her Corporal Oath full
true Direct and perfect answer make to all and sin-
gular the Matters and things herein before Set forth 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 that She may be Decreed to
Pay unto Your Orator the aforesaid Sum of Ninety two Pa-
godas and Two Fanams with all such Interest as now is or
shall hereafter Become due Thereon also all Costs of this Suit

May it Please this Honble Court to Cause the
said Moocondanaad to be Summoned and Required by the
Sheriff or 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 pre-
fixed and appointed, then and there to Answer this Your Orator's
Bill of Complaint and further to Stand to and abide by such
Order & Decree therein as to this Honble Court shall seem
Meet.

James Johnson
Atty for Compt.

223

Dr. Moscoorodarranaul in Account Current with Mootoo Mondeker Cr.

1783				1783				
May 25	To the Amount of your Mortgage Bond of the Date	115	—	May 25	By Cash Received in part	25	—	
March 25	To Interest on Do to this Day Viz Days Being 2 Yrs @ 12 ℘ Cent ℘ Annum	2	11	—				
					By Interest on Do to this Day Viz Being 2 Yrs @ 12 ℘ Cent ℘ Annum	0	9	0
						25	9	—
					By Ballance due	92	2	—
	Pagodas	117	11	—	Pagodas	117	11	—

E. E. Excepted

Atmo Cruz

James Johnson
Atty for Compt

To all People to whom these Presents shall Come Greeting Whereas Moscoondamaul of Madras Inhabitant and Widow in the Ballance of an Account Current bearing date the Twenty Fifth day of March in the year of Our Lord One Thousand Seven hundred and Eighty three Arising upon a Mortgage Bond or Obligation Copies whereof is hereunto Annexed Stands indebted unto Mootoo Mondelier of the same place Inhabitant in the Sum of Pagodas One Hundred and Seventeen and Eleven Fanams of Current Money of Madras as in and by the said Account Current and Translate of the said Mortgage Bond or Obligation may Appear Now Know Ye that the

Isaac DeSilva his Heirs Executors and Administrators
to Sue for and recover the Same and on payment thereof
to Deliver up the said Account Current and Mort-
gage Bond or Obligation and give sufficient relea-
ses and Discharge therefore and one or more Attor-
ney or Attornies under him to Constitute and whatsoever
the said Isaac DeSilva or his Attorney or Attornies
under him shall lawfully do in the premises there-
said Moosa Moodalier doth Covenant with the said
Isaac DeSilva that he the said Moosa Moodalier
hath not received nor will receive the said Money
due or to become due on the said Account Current
and Mortgage Bond or Obligation or any part there-
of Neither shall nor will Release or Discharge the
same or any part thereof but will own and allow
of all lawfull Proceedings for the Recovery thereof he
the said Moosa Moodalier saving the said Isaac
DeSilva harmless of and from any costs that
may be happen to him thereby In Witness
whereof he the said Moosa Moodalier hath
hereunto set his hand and Seal in Madras
aforesaid this twenty Fifth day of
March in this Year of Our Lord One
Thousand

225

The Complainants Bill which he has Neglected doing —
The Court doth therefore think fit to Order and De-
cree and doth accordingly Order and Decree that the
Defendant shall pay unto the Complainant the full
and Just Sum of Ninety two Pags and two Fanams /
Pags 92 — 2 — / together with such Interest as now due or
shall hereafter become due thereon until full Payment is
made also all Cost of this Suit

Thus

Fort St. David 31st May 1783

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining sheweth unto
this Honble Court Your Orator Samuel Crispin of Madras Ba-
chelor that Ramakangadien of Madras aforesaid Inha-
bitant stands Justly and truly Indebted unto Your Orator in
the full and Just Sum of Eighty five Pagodas and five Fan.s
Current Money of Madras Making in Sterling money of
Great Britain the Sum of Eight Shillings or there-
abouts as will more fully and at large appear by a Copy
of an Account hereunto Annexed for the Inspection of this
Honble Court which Your Orator Prays may be Admitted
and Taken as part of this Your Orator Bill of Complaint the
Original being in Your Orator Possession ready to be pro-
duced when Required Your Orator further shews unto this Honble
Court —

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

Edward Ellis
Atty for the Complt

31st May 1783 –

Pr Billum Sheriff to make
Day of appearance Last a
Summons Returnable Next Court
Day Jun –

Wm Webb
Mayor

227

Mayors Court at
Madraspatnam

Tuesday the 8th day of July
Anno Domini 1783

Present

William Wm. P. Squire Mayor
Thomas Cooper and Edward Froud
Aldermen

Between Samuel
Kaplin of Madras Inhabi-
tant Complainant and
Annahmyellan of Madras
aforesd Inhabitant De-
fendt

It Appearing by the Records of this
Court that the Usual Rule have ipsued for the Defendant
to Answer the Complainants Bill which he has Neglected
doing — This Court doth therefore think fitt to Ord-
ering — and Decree and doth Accordingly Order and Decree that
the Defendant shall pay unto the Complainant the full
and Just Sum of Eighty six Pagodas and five Fanams
Pagodas. 86. — 5 — / together with such Interest
as now is or shall hereafter become due thereon until
full Payment is made also all Costs of this Suit —

Allo

ready to be produced when called for And Your Orator She-
weth that the said Thomas Turner has arrived at Madras
and Your Orator's said Attorney hath made deligent search
for him but hath not been able to find him the said Thomas
Turner altho he the said Thomas Turner is now at Madras
as Your Orator's said Attorney hath been informed but hath
not appeared to take up his said Bond as he ought and is in
Law bound to do, which Your Orator charges doth and ought
to effectual to pay the same ——

But now do this May it Please this
Honble Court the said Thomas Turner Clotworthy and wit-
fully refuse to pay the same or to give Your Orator any
manner of Satisfaction touching the Premises Your
Orator therefore prays a General Relief such as to this Honble
Court shall appear agreable to Equity and Good Consci-
ence To the End therefore that the said Thomas Turner
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 Effec-
tually 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 Ninety Seven Pagodas together
with all such Interest as now is or shall hereafter become
due thereon also all Costs of this Suit. ——

May

Dr. Thomas Turner in Account Current with William Owen and Richard Hodges Rushforth London Confectioners &c.

1782			£	s.	d.
July	12	To the Amount Principal of your Bond payable 12th Sept.r 1782	75	10	—
1783					
May	27	To Interest on Ditto from 12th July 1782 to this Day is 10 M.s 15 D.s at 5 p.r Cent		3	6
			197	—	—

1782			£	s.	d.
		By Ballance	197	—	—
			197	—	—

Port Saint George 26th May 1783.—

Errors Excepted

Thos. Bretell. Actg

479

240

Magistrate of the City of London, who this day administered Oath
unto me Francis Johns Blaundeu the Deponent named in the said
Affidavit and who hath Signed the same, whereof an Act being
required I have granted this one under my Notarial form and Seal
in London this 15 of August 1782.

In Testimonium Veritatis

Jo Atkinson Not Pub.

I Peter Michell Esq Secretary to the Hon.ble United East India
Company, do hereby Certify to whom it may concern that Jo Atkinson
Atkinson who hath Signed the foregoing Act is a sworn publick
Notary practising in this City and that to all Acts by him so signed
full faith & Credit is given in Judicature and thereout Witness
my hand in London this 15th of August 1782

P. Michell

A

Know all Men by these Presents that Thomas Turner of
Blackheath in the County of Kent Gentleman shortly to depart this
Kingdom as Purser of the General Coote East Indiaman for Coast
and Bay in the East Indies are held and firmly bound to William
Owen and Richard Rodges Rush of Cornhill in the City of London Co-
partners and partners in the sum of One Hundred and fifty one
Pounds of good and lawful Money of Great Britain to be paid to
the said William Owen and Richard Rodges Rush or the Survivor or
of them their or his certain Attorney Executors Administrators or
Assigns -

2 Pa 1

The value of this Bond Hereby authorizes and empowers Mrs.
Owen & Robt Sworn honoured from Sadie at assemble
him Hands they not be reimbursed before that time
Thr Turner

Witness
Jon Bleaden
Willm Howe

Notre Cyr
Hy Dineen
Atty Crupt.

On this day the Fifteenth of August in the Year of Our
Lord One Thousand seven Hundred and Eighty two Before
me Tobias Atkinson of London Notary Public by Royal
authority duly admitted and Sworn and in presence of the
Witnesses herein after named Personally Appeared Mr. Wel
liam Owen of Cornhill in the City of London Confectioner,
in Partnership with Richard Rodger Clerk of the Same
place Confectioner, acting for and on behalf of his said Partn-
ership but made ordained constituted and Appointed
and by these presents do Make Ordain constitute and
appoint Thomas Bartlett Esq. Commander of the good
Ship or Vessell called the Montague outward bound in the Service
of the Honorable United East India Company his true and
lawfull attorney, to whom hereby gives full power and au-
thority for him in his name or in the name and on behalf of
his said Partnership or in any other legal manner soever to
ask demand and Receive of and from Thomas Turner Esquire of
the

Substitutes shall lawfully do or cause to be done in the premises by Vertue of these presents. In Witness whereof he hath hereunto & to two Other Instruments of the same Tenor and Date set his hand & Seal. Dated in London the 15th day of August 1782 in presence of Robt Robson St George Bower Wm Owen

In Testimonium Veritatis

J Aikenson Not. Pub.

Witness
Rt Robson
Geo Bower

I Peter Mitchell Esq. Deputy to the Rt Hon.ble the Lords Commissioners of the Admiralty to whom the Navy of Great Britain and the Affairs of the Royal Navy Hospital at Greenwich are committed Do hereby certify and make known unto all whom it may concern that Tobias Aikenson who hath executed and signed the foregoing Letter of Attorney before me was at the time of the Execution thereof a Public Notary practising in the City and Liberty of Westminster duly admitted sworn and Authorized to do and perform all Acts Matters and things Notarial and that full Faith and Credit ought to be given to his Acts as such both in Judicature and out of the same In Witness whereof I have hereunto set my hand and Seal of Office this 15th day of August 1782

P Mitchell

True Copies

Jno Dudley

Actg Compt.

also the different attestations of which Copies are also annexed unto the said Bullard likewise power of Attorney under the hand and seal of the said William Owen authorizing him this Deponent to demand and receive from the said Thomas Turner the Amount Principal and Interest of the said Bond, copy of which is also annexed. The said Deponent further saith that the said Bond is and was due on the twelfth day of September last past that he verily doth believe that the Sum of Money owing thereon and every part thereof doth now remain and is justly due and owing unto the said William Owen and Richard Hodges Esqr and that the said Thomas Turner doth now stand justly and truely indebted unto them the William Owen and Richard Hodges Esqr in the full and just Sum of £ 197 / One Hundred and ninety seven pagodas for the principal and Interest due upon the said Bond the said Deponent further saith that the said Thomas Turner hath not appeared by himself or his Attorney to take up and discharge the said Bond that he the said Deponent hath been informed and doth believe that the said Thomas Turner hath left and quitted the said Ship General Coote and that he hath been further informed and doth believe that the said Thomas Turner is about to depart from the Jurisdiction of this Honorable Court.

Wm. Brettell

31. May 1783.

Sworn to before me

this day. —

Wm. Webb

Mayor

Fd 6th May 1783

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Sunkarapoo ver Venkata Ramlutty
of Madraspatnam aforesaid Inhabitant Administrator of
all and Singular the Goods Debts Rights and Credits of Sunca
ranien Bangapah Chitty Deceased, late Inhabitant, stands well
entitled Merchant of the same place Inhabitant, stands well
and truly indebted unto Your Orator as Administrator as afore-
said in the full and just Sum of Two Hundred and Fifty Nine
Pagodas and Thirty five Fanams Current Money of Madraf,
Making in Sterling Money of Great Britain, at the
rate of Eight Shillings for any Pagoda, the Sum of One
Hundred and three Pounds and Eighteen Shillings which debt
as well more fully and at large appear by a Copy of an Account
herewith Annexed for the Inspection of this Honble Court, which
Your Orator prays may be Admitted and taken as part and
parcel of this Your Orator's Bill of Complaint, the Original
of which is in Your Orator's possession, and ready to be produced
whenever Your Orator shall, by this Honble Court, be thereunto
required Your Orator further Sheweth unto this Honorable
Court that there were many Mercantile and Pecuniary
Transactions Between the said John Calder and the said
Sunkarapooram Rangapah Chitty Deceased, and that upon
a final Settlement thereof in the Month of September
which -

some time in the Month of February, which was in the said Year of our
Lord One Thousand Seven hundred and Eighty Five, Your Orator, as
next of Kin to the said Sancarapooram Rangapah Chitty Deceased,
Applied for and Obtained out of the Kings Ordinary of this Honble
Court Letters of Administration of all and Singular the Goods,
Chattels, Rights and Debts of the said Sancarapooram Ran-
gapah Chitty Deceased, as will More fully and at Large Appear
by a Copy of the said Letters of Administration hereunto Annexed
for the Inspection of this Honble Court, which Your Orator also
prays may be Admitted and taken as part and parcel of this Your
Orator Bill of Complaint, the Original of which is in Your
Orator Possession and ready to be produced, whenever Your Orator
shall by this Honble Court, be thereunto Required. Your Orator fur-
ther Sheweth unto this Honble Court that since the Decease of
the said Sancarapooram Rangapah Chitty, Your Orator as Ad-
ministrator as aforesaid, hath frequently Applied unto the said
John Calder for the payment of the Principal and Interest due
upon the said promissory Note of Hand, which the said John Calder
hath many times particularly within these Twelve Months past,
promised to discharge, he the said John Calder always Acknow-
Edging the Justness of the Demand, but endeavouring under
various frivolous pretexts and pretences, to evade the payment of
the Interest due upon the said promissory Note of Hand. Your
Orator further Sheweth unto this Honble Court that there now Re-
=mains due unto Your Orator as Administrator as aforesaid for
Principal and Interest upon the said promissory Note of
Hand the Sum of Two Hundred and Fifty Nine Pagodas and
Thirty

any other and what time or times, settle and Adjust the Accounts subsisting between him and the said Samaraporam Rangapah Chitty Deceas'd, and whether upon such Settlement of Account there Appeard due unto the said Samaraporam Rangapah Chitty Deceas'd a Ballance of the Sum of One Hundred and Seventy Pagodas, or of any other and what Sum or Sums of Money, And whether he the said John Calder, did or did not on the Twenty Eighth Day of the Month of September, which was in the Year of our Lord One Thousand Seven Hundred and Seventy Six, or at any other and what time, give, grant, execute and deliver unto the said Samaraporam Rangapah Chitty or unto any other and what person or persons for him, the said Samaraporam Rangapah Chitty's Use, a Certain promissory Note of Hand, Bearing Date in Madras the said Twenty Eighth Day of the said Month of September, which was in the said Year of our One Thousand Seven Hundred and Seventy Six, or any other and What Date Conditioned for the payment of the Sum of One Hundred and Seventy Pagodas, or of any other and what Sum or Sums of Money in one Month from the Date thereof, or at any other and what time, with Interest after the Rate of Eight Pagodas by the Hundred by the Year, or after any other and what Rate? And whether he the said John Calder, ever did, at any and what time or times, pay or Cause to be paid either to the said Samaraporam Rangapah Chitty in his Life time, or unto any other and what person or persons for his, the said Samaraporam Rangapah Chitty's, Use, or unto Your Orator as Administrator as Aforesaid or unto any other and what person or persons for the Use of Your Orator or Administrator as Aforesaid, any —

287

Dr. John Calder in Account Current with Sawrayperrum Streed } Cr.
Ram Chetty Admr. to Sawrayperrum Rangapah Chetty

1776 Sept. 28	To the Amount Principal & Your Note of Hand	170.—		1783 May 10	By Ballance Due		25	35
1783 May 10	To Interest Ditto to this Day 6 yrs 7 & 18 @ 8 ℘ Ct.	80	35					
	Pagodas	25	35		Pagodas	25	35	

Fort Saint George 10 May 1783

Errors Excepted

Signed / Vencataraun Chetty

A true Copy
Thomas Jones
Attg for Compt

Received of Rangaya Chetty the Sum of Hundred Seventy Pagodas promising to pay him with the Interest of Eight ℘ Cent ℘ Year after One month from this Date Madras the 28th September 1776—

Pagodas 170.—

Teravide Vencatachellum
Vellapan—

John Calder

A true Copy
Thomas Jones
Attg for Compt

D B B

Anno Domini 1782

James Taylor Esqr. — Edwd Garrow Mayor of Madraspatnam (L.S.)
Wm Webb one of the Burgers of Madraspatnam (L.S.)

Stone Copy
Thomas Jones
Atty for Compltt.

Mayors Court at Madraspatnam — Tuesday the 8th day of July Anno Domini 1783

Present

William Webb Esquire Mayor
Thomas Cooper and Edward Stroud
Aldermen

Between Sanvarapooram Venkata Row Chitty of Madraspatnam aforesaid Inhabitant Administrator of Sanvarapooram Rangapah Chitty Deceased, Complainant and John Galder, Armenian Merchant, of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have been 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

as and for a better Securing the Payment of the said respective Sums
of money, the said Elizabeth Carty did propose and Offer unto
your Orator, to Mortgage and Assign over Certain Houses and
Ground Situated lying and being at Vepery and some in the
Black Town of Madraspatnam, to which Your Orator did Agree and
and accept of Whereupon as Your Orator Sheweth, the said Elizabeth
Carty did Enter into and give unto Your Orator a Mortgage Obligation
in the Malabar Language, under the Hand and Seal of the said Eliza-
beth Carty, and bearing date the aforementioned Month of March
in the Year 1782, a Translate of which said Mortgage Obligation is
hereunto Annexed for the inspection of this Honble Court, and which
your Orator prays may be taken as part and parcell of this Your Ora-
tors Bill of Complaint and the Original in the Malabar Language
Ready to be produced whenever Your Orator shall be thereto required,—
Your Orator further Sheweth, that after the Execution of the said Mort-
gage Bond or Obligation, the said Elizabeth Carty made default by
the Non payment of the aforementioned Sum of One thousand—
five Hundred Star Pagodas according to the Stipulated Period for
Payment of that said Sum, Your Orator was under the Necessity,
some time in the Month of November following, to prefer his—
Bill of Complaint in this Honble Court against the said Eliza-
beth Carty, to Enforce the payment of the said Sum of One thousand
five Hundred Star Pagodas, and against whom Your Orator obtai-
ned a Decree which remains to this the day of Your Orators filing
his present Bill of Complaint, unsatisfyed, Your Orator not having
received the least Satisfaction on the said Decree, occasioned by the Death
of the said Elizabeth Carty, who died Intestate, making no Will nor
any Distribution of her Estate and Effect to, which were very
considerable,—

of your Orator, nordid She Execute the said Mortgage Deed
to your Orator for Securing the Repayment thereof with Interest
as aforesaid, which your Orator charges, is Contrary to the Truth,
Because as your Orator knoweth the said Thomas Barrett
in the Life time of the said Elizabeth Carty well knew of your Ora-
tors lending and advancing the said Elizabeth Carty the said
sum of Three Hundred and Five Hundred Star Pagodas, and hereof
in part of the Mortgage Obligation of the Twenty first day of March
1782 being Signed, Sealed and delivered by the said Elizabeth Carty
as her own act and Deed and for the purposes in the said Deed
mentioned, Your Orator Charging, that the said Thomas Barrett
has Set his Name to such Original Deed or Obligation, as a
Witness to the Execution of such said Writing not withstanding to
the pretended Ignorance of the said Thomas Barrett, who
pretends that in Case the said Elizbeth Carty, did in her life
time, Execute such Mortgage Bond or Obligation, Yet the Same
same is not binding on him the said Thomas Barrett as ad-
ministrator to the Estate and Effects of the said Elizabeth Carty,
Because as your Orator had thought it Necessary to accept of
such Security as your Orator likes for the Money advanced by your
Orator unto the said Elizabeth Carty, Your Orator cannot have
any further or other Demand or Claim on any other part of her the
said Elizabeth Carty's Real and personal Estate and Effects,
if any she has, which the said Thomas Barrett pretended he
does not know, although as your Orator Charges, the said Thomas
Barrett has bin and is now in possession of the Estate and Effects
of the said Elizabeth Carty to a Considerable amount, although
he the said Thomas Barrett will not come to any Account or
Reckoning

Lady did not Execute such Original Mulcher Obligation of the
day and date, as herein is mentioned, and in whose presence
such Obligation was Executed, and Whether the same is
at present unpaid and Unsatisfied, and that the said
Thomas Barrett as Administrator aforementioned, may be
Decreed to pay and Satisfye Your Orator, the said Sum of Seven
Thousand five Hundred and Seven Pagodas and Twenty one
Fanams, and all Interest due, and to grow due thereon, together
with all Costs of this Your Orators Suit, And in Default thereof,
that the said Thomas Barrett as Administrator aforemen-
tioned, and all persons Claiming under him, may be foreclo-
sed from all Equity of Redemption or Claim, in and to the
said Mortgage Premises, and every part thereof, And that
Your Orator may have such further and other Relief in the
Premises as to this Honble Court shall Seem proper, and shall
be agreable to Equity and good Conscience. —

May it please this Honble Court to Cause
the said Thomas Barrett as Administrator to the Estate and
Effects of the said Elizabeth Carty to be Summoned and
Required by the Sheriff of Fort Saint George Town of the
Presidency and the Districts thereof personally to be and
appear before this Honorable Court at a Certain time
and place to be by this Honorable Court prefix-
ed and Appointed then and there to Answer
this Your Orators Bill of Complaint and
further

Payable on or before the 31st of December following. Two
Thousand Pagodas further I am to bear the Risk might
happen to the said Mortgage Premises, You shall have
nothing to do without Further promised to pay you the
said Sum or the Interest thereof my Relations or
Attorneys and Redeem the Mortgage, And part of the
said payment then You are empowered to Sell the
said Garden, Houses and Grounds at Auction and pay
yourself if there was any surplus which You should
return to me but if you meet with difficulty which
I hope to make good to You. In Testimony whereof
I have hereunto Set my Proper Mark & Seal
and Signed & Delivered in the Presence of the Witnesses Mr. Thomas Barrett
and Putlaty Pattumbo, by their knowledge drawn by
Vaidyar Vyravadaru —

(Signed & Sealed)

Elizabeth Carty (LS)

Witnessed, Signed
Thomas Barrett
Putlaty Pattumbo

A True Translation as near as can be from the Original
Malabar Language by Sorabarayan Sworn Court Interpreter.

Chas. Bromley
Atty Compt.

Payable on or before the 31st of December following Two
Thousand Pagodas further Sum to bear the Risk might
happen to the said Mortgage Premises, You shall have
nothing to do with it. Further promised to pay you the
said Sum as the limited time or my Relations or
Attorneys and Redeem the Mortgage Indefault of the
said payment then You are empowered to Sell the
said Garden, House and Ground at Outery and pay
yourself if there was any profit which You should
return to me but if you met with differency which
I agreed to make good to you. Thus I sign and this Mortgage
and by my Consent Witnesses Mr. Thomas Barrett,
and Putrala Pattumbo, by their knowledge drawn by
Vaidegar Vyasudasa. —

(Signed & Sealed)

Elizabeth Carly (L.S.)

Witnesses Signed
Thomas Barrett
Putrala Pattumbo

A True Translation as near as can be from the Original
Malabar Language by Soobrayen Supreme Court Interpreter.

Chas. Brumley
Atty Compl.

585

943

SD 1st June 1785

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Tetty ullah Cutcherabe Moodelliar
of Madras Merchant, That Whereas, Your Orator did sometime
or about the fifteenth day of November in the Year 1783. prefer
his Bill of Complaint in this Honble Court against Elizabeth
Canty late of the same place Widow, and thereon did Complain
of the said Elizabeth Canty, Standing justly and truly indebted
unto Your Orator, in the Sum of One thousand five Hundred
Star Pagodas, or Six Hundred Pounds Sterling, as remain
due unto Your Orator, on certain Mortgage Bond or Obliga
tion, bearing date the [illegible]th day of March in the Year 1783,
and which Sum became due, the thirty first day of August,
next following, as will more fully Appear by a Refer
rence to the said Bill of Complaint of Your Orator in this Honble
Court Your Orator further Sheweth, That the said Elizabeth
Canty did sometime in the Month of November, in the afore
mentioned Year 1783, Appear by her Attorney in this
Honble Court, and several Rules for the said Elizabeth Canty
to Answer Your Orator's said Bill of Complaint were prayed
and Granted to, And on the fourteenth day of January in the yea
rent Year 1783, the said Elizabeth Canty having Neglected, Your
Orator did by the Means of his Attorney in Court, Pray a
Decree of this Honble Court, whereon Issued to Order and
Direct,—

That he Deposeth himself of the Estate and Effects of the
said Elizabeth Carty to a Considerable amount, more than Suf-
ficient to pay off the moneys of Your Orator's Decree, Your
Orator further Sheweth, that after the making of the said
Decree, as the said Elizabeth Carty died intestate, Your Orator
is Advised, that the said Cause and the proceedings and Decree
herein are become abated, To the End therefore
that the said Cause, and the Proceedings and Decree herein
may and be abated by the Death of the said Elizabeth Carty,
may Stand Revived against the said Thomas Barrett as
Administrator to the Estate and Effects of the said Eliza-
beth Carty, and be on the same plight State and Condition
as the same were at the time of the Abatement thereof
and that the said Decree may Stand Revived and Carried into
Execution, And that Your Orator may have the benefit of
the aforesaid Proceedings and Decree in such manner as
this Honble Court shall Direct.

May it Please this Honble Court to grant
unto Your Orator a Summons to Revive under the Seal of
this Honble Court directed to the said Thomas Barrett as
Administrator aforementioned to Shew and appear before the
Honble Court at a Certain time and Place to be prefixed
and appointed by this Honble Court and then and there
to Answer the Premises and to Shew Cause if he can why
the said Suit and Proceedings as also the said Decree
should

509

245

that the Usual Rule have issued for the Defendant to
Answer the Complainant's Bill which he has Neglec-
-ted doing — This Court doth therefore think fit to Order
and Decree and doth Accordingly Order and Decree
that the Defendant do pay unto the Complainant out
of the Estate and Effects of Elizabeth Carty Deceased
the Sum of One Thousand Nine Hundred Star Pagodas
/Star Pag.s 1500. — /together with such Interest as
now is or shall hereafter become Due thereon until full
Payment is made also all Costs of this Suit —

Fiat

Fiat the 30th Nov.r 1782

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining She-
-with unto this Honble Court Your Orator William
Castle of Madras Merchant that Joseph Smith,
Captain in the Service of His Highness the Nabob Stands Indeb
-ted unto Your Orator in the full and just Sum of Five Thou-
-sand and Seventy Five 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
Thousand —

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May it Please this Honble Court to Cause the said Lyfe Smith to be Summoned and Required by the Sheriff of Saint George Town for the time being or his Deputy or Deputies for 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 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

Ly Dudley
Atty Compt.

the 31st November 1782
This Bill was Sworn to before
Me by Lt Edmund Lee
Simon Bruce Esqr & Peter Le
Maist Court day—

Edw. Carrow
Mayor

Fort St George 4th December 1782
The Complainant having made
it to Satisfy this Court that the
Defendant Lyfe Smith is not
of the Court since the Cause of Action
Accrued & Not of Lyfe since

Edw. Carrow
Mayor

Know all Men by these Presents that I Captain
Joseph Smith of Madras am held and firmly bound unto
William Carlile of Madras Merchant in the Penal Sum of
Nine Thousand Pagodas Current Money of Madras to be
Payment whereof well and truly to be made unto the said
William Carlile his Heirs Executors Administrators or Assigns
I do hereby bind my self my Heirs Executors and Administra-
tors firmly by these Present In Witness whereof I have
hereunto Set my Hand and Seal in Fort St. George aforesaid
this first Day of November in the Year of Our Lord One Thousand
Seven hundred and Seventy Seven —

Whereas the above bound Joseph Smith hath Borrowed and Received
of the above named William Carlile the full and just Sum of Four
Thousand and Five hundred Pagodas Current Money of Madras to Run
at Interest at the rate of Ten P Cent P Annum Payable on Demand
And for Securing the Payment thereof unto the said William Carlile
or his certain Attorney his Executors Administrators or Assigns He the
said Joseph Smith Hath Granted Bargained Sold Assigned Trans-
ferred and Set Over and by these Presents Doth Grant Bargain
Sell Assign Transfer and Set over unto the said William Carlile
his Executors Administrators and Assigns All that House and
Ground together with the Choultry Built of Mate or Palled thereon
of 1 Cottah in length from East to west One hundred and Twen-
-ty feet and in Breath from North to South Sixty Nine feet and
Three Quarters which Premises are Situate at Mootallpettah in
Peddanaicks Street between the House of Antonio Dadoza and
Reginald

Mayor's Court at
Madraspatnam

Tuesday the 15th day of July
Anno Domini 1783.

Present

William Webb Esquire Mayor
Edward John Holland — and
Edward Froud — Aldermen

Between William Carlile
of Madras Merchant Complai-
nant and Joseph Smith a Cap-
tain in the Service of his High-
ness the Nabob Defendant

It Appearing by the Records of this Court
that the Space of six Months the time Limited in his Majes-
tys Charter for elapsed since the Return of the Warrant of Re-
gistration of said the Defendants Effects and that the Defen-
dant has not made any appearance in Court to answer the
Complainants Bill — This Court doth therefore think fit
& Order and Decree and it accordingly Order and Decree that
the Defendant shall pay unto the Complainant the full Sum
last sum of Five Thousand and twenty four Pags. 5075.— /
together with such Interest as now is or shall hereafter be-
come due thereon until full Payment is made also all
Costs of this Suit

Hour

57

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Thousand Seven Hundred and Eighty Three, wherein and whereby, he the said Tandal Nagapah Modelly became held and firmly Bound unto Your Orator in the penal Sum of four hundred and Eighty Six Pagodas and Sixty Two Fanams Current Money of Madras Conditioned for the payment of the said Sum of Two hundred and Forty Three Pagodas and Forty One Fanams, in One Month from the Date thereof, with Interest after the Rate of Twelve Pagodas by the hundred by the Year, as will more fully and at large Appear by a Copy of the said Bond or Obligation hereunto Annexed for the Inspection of this Honble Court, which Your Orator also prays may be Admitted and taken as part and parcel of this Your Orator's Bill of Complaint, the Original of which is in Your Orator's 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 there now remains due unto Your Orator from the said Tandal Nagapah Modelly for Principal and Interest upon the said Bond or Obligation, the Sum of Two Hundred and Sixty Pagodas and Two Fanams, and the said Tandal Nagapah notwithstanding hath not, nor hath any One for him paid or Caused to be paid unto Your Orator or unto any One else for Your Orator's Use, either the whole or any part of the said Sum of Two Hundred and Sixty Pagodas and Two Fanams, though the time limited for the payment thereof is long since expired. Your Orator further Sheweth unto this Honble Court that he hath frequently and in-

and what Sum or Sums of Money, payable in One Month from the Date thereof or at any other and what period, with Interest after the Rate of twelve Pagodas by the Hundred by the Year, or after any other and what rate, and whether he the said Tandel Nagapah Modelly, ever did or any one for him, at any and what time or times, pay or Cause to be paid unto your Orator or unto any other and what person or persons, any and what Sum or Sums of Money on Account or in discharge of the said Bond or Obligation And whether there now remains due unto Your Orator, for Principal and Interest upon the said Bond or Obligation, the Sum of Two Hundred and fifty Pagodas and Ten Fanams, or any other and what Sum or Sums of Money. And that he, the said Tandel Nagapah Modelly, may be Decreed to pay unto Your Orator the said Sum of Two Hundred and fifty Pagodas and Ten Fanams with Such Interest as either Now is or shall or may hereafter become due thereon, also all Costs of this Suit

May it Please this Honble Court to Cause the said Tandel Nagapah Modelly to be Summoned & Required by the Sheriff of Cuddalore Zemaun of Madrespatnam and the Districts thereof, personally to Appear before this Honble Court at Certain time and Place to be by the 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
Advocate for Compl.t

5th July 1783
This Petition was shewn to me in the days
of Argument Let a Summons Issue
returnable Next Court Day W. Griffith
Mayor

Know all Men by these Presents that I Tandal
Nagapah Moodely of Madraspatnam Inhabetant am
held and firmly bound unto Thomas Jones Attorney at Law
in the penal Sum of four hundred and Eighty Six Pagodas
and Sixty two Fanams Current Money of Madras to the
Payment whereof well and truly to be made to the said Thomas
Jones 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 Ma-
draspatnam aforesaid the Fifth Day of April in the
Year of our Lord One Thousand Seven hundred and Eighty
Three —

Whereas the above bound Tandal Nagapah Moodely have Bor-
rowed and Received of the Abovenamed Thomas Jones the full and
just Sum of Two Hundred and forty Three Pagodas and Thirty
One Fanams Loan at Interest at the rate of Twelve per Cent
per Annum and payable in One Month from the Date hereof —

Now the Condition of this Obligation is such that if the above bound
Tandal Nagapah Moodely his Heirs Executors or Administrators
shall well and truly pay or Cause to be paid unto Abovenamed
Thomas Jones his Heirs Executors Administrators or Assigns the
full and just Sum of Two Hundred and forty Three Pagodas
and Thirty One Fanams Current Money of Madras together
with such Interest as shall or may become due thereon then
this Obligation to be void and of no Effect otherwise to Continue
in full force and Virtue. —

Signed Sealed and Delivered when
not Stamped Paper was to be had —
In the presence of —
Nelson D'Souza

Tandal Nagapah Moodely — (L.S)

A true Copy
Thomas Jones
Att'y for Compl't

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Rd 1st April 1783

To the Noble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Noble Court Your Orator Nincapaka Mondaiar of
Madras Inhabitant by his Attorney Isaac de Sylva of the
same place Inhabitant That Seeramacarly also of
Madras Inhabitant Stands indebted unto Your Orator
in the Sum and Just Sum of One Hundred and Thirteen
Pagodas Thirty four Fanams and twenty five Cash Current
money of Madras making in Sterling Money of Great
Britain the Rate of Eight Shillings for every Pag.
the sum of Forty five Pounds Eleven Shillings and Seven
Pence as will more fully and at large Appear by Copy an
Account Current and Copy of an Assignment with Power
of Attorney hereunto Annexed for the inspection of this
Noble Court and which Your Orator Prays may by
admitted as part of this his Bill of Complaint the
Original Assignment with Power of Attorney being in Your
Orator Attorneys Custody and Ready to be Produced for the
inspection of this Noble Court if Required and Your Orator
further Sheweth unto this Noble Court that he hath frequent-
ly and in an amicable Manner Requested Payment from the
said Seeramacarly of the said Sum of One hundred and
thirteen Pagodas Thirty four Fanams and twenty five Cash

But

525

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D.r Teeruvavacarpa in Account Current with Ninnapah Moodaliar

1782
Sept.r 17th To the Amount of your Bond or Obligation of this date 107

1783
April 2. Interest on D.o to this day
is 6 mo. & 15 days @ 12 P.Ct
P. Annum ---------- 6.34.25.

Pagodas ... 113.34.25.

1783
April 2. By Balance due 113.34.25

Pagodas 113.34.25.

Madras 2.d April 1783. ஜாயனாகப்பமுதலியார்

a true Copy
James Johnson
Attg for the Compt.

To all People to whom these Presents shall come Greeting
Whereas Teeruvavacarpa of Madras Inhabitant on the Balance
for Account Current bearing date the 2.nd day of April in the
present Year of Our Lord One Thousand Seven hundred and
Eighty three Arising upon a Bond or Obligation a Copy of which
is hereunto Annexed Stands Indebted unto Ninnapah Moo-
dalier of the same place Inhabitant in the full and just Sum
Sum of One Hundred and thirteen Pagodas thirty four Fan.s
and twenty five Cash Current Money of Madras as in and
by the said Account Current may appear Now Know
Ye that the said Ninnapah Moodalier for a Valuable Con-
sideration to him in hand paid by Juan de Lyba of the
same place Inhabitant ere before the Sealing and Deli-
very of these Presents the receipt whereof is hereby Acknowledge
he

527

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after that he the said Ninepark Mondalier hath not received nor will receive the said Money due or to become due on the said Account Current and Bond or Obligation or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own and allow of all lawfull Proceedings for the Recovery thereof he the said Ninepark Mondalier saving harmless Jones & Lydon harmless of and from any Costs that may happen to him thereby In Witness whereof the said Ninepark Mondalier hath thereunto Set his hand and seal in Madras aforesaid this Second day of April in the Year of our Lord One Thousand Seven hundred and Eighty three.

Signed Sealed and Delivered
when no stampt Paper is to be had
in the Presence of

[illegible]

[illegible]

[illegible]

Ninepark Mondalier

James Johnson
Atty for the Compl.t

Mayors Court at
Madraspatnam

Tuesday the 22.d day of July
Anno Domini 1783

Present
William Webb Esquire Mayor
James Call and Francis Lind
Aldermen

Between Ninepark
Mondalier

same place Inhabitant stands well and truly indebted unto
your Orator in the Sum and just Sum of Seven hundred and
Sixty Five Pagodas and Thirty Three fanams Current Money
of Madras, Making in Sterling Money of Great Bri-
=tain, at the rate of Eight Shillings for every Pagoda, the
Sum of Three Hundred and Six Pounds and Six Shillings
or thereabouts, as doth more fully and at large Appear by a
Copy of an Account Current, hereunto Annexed for the In-
spection of this Honble Court, which Your Orator prays
may be admitted and taken as part and parcel 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 re-
quired. Your Orator further Sheweth unto this Honble
Court that on the Month of December which was in
the Year of our Lord One Thousand Seven Hundred and Eighty
One, Your Orator lent and delivered unto the said Venatakis-
=nah the Sum of Six hundred and Fifty Pagodas, for the
true Repayment of which, he, the said Venatakistnah, gave,
granted, executed and delivered unto Your Orator a Certain
Bond or Obligation Bearing Date in Fort Saint George the
Twenty Fourth Day of the said Month of December, &
which was in the said Year of our Lord One Thousand Seven
Hundred and Eighty One, wherein and whereby he, the said
Venatakistnah, became held and firmly Bound unto

Your

unto Your Orator unto full payment shall be made unto
Your Orator of the said Sum of Six hundred and fifty Pagodas
with the Interest due and to become due thereon, as will fully
appear by an Endorsement upon the Back of the before-
recited Bond or Obligation Reference being Had thereto Your
Orator further Sheweth unto this Honble Court that there now
remains due unto Your Orator from the said Venatakistnah
upon the said Recited Bond or Obligation the sum of Seven hundred and Sixty four
Pagodas and Thirty Three Fanams, and the said Venatakistnah
hath only ever paid or Caused to be paid
unto your Orator or unto any one for Your Orator Moreover
the Sum of four Pagodas and Thirty Three Fanams: Your Orator
further Sheweth unto this Honble Court that he hath for-
merly and in a friendly manner Requested payment
of the said Venatakistnah of the said Sum of Seven hun-
dred and Sixty four Pagodas and Thirty Three Fanams
and Interest thereon but the said Venatakistnah

Defendant

Contriving and Intending how it Came this
Honble Court shall and Venatakistnah with Obstinately
and wilfully refuse to pay the same or give Your Orator
any manner of Satisfaction Touching the premises Your
Orator therefore prays Relief such as to this
Honble Court shall appear Agreeable to Equity and
Good Conscience In the End therefore that the said
Venatakistnah

by the hundred by the year, or after any other and what Rate?
And whether he, the said Wenatakistenah, did or did not Mort-
gage, Assign and Set over unto Your Orator two Houses Situa-
te and being in Wadenspaten aforesaid, the property of and
Belonging unto him, the said Wenatakistenah, as and for
security unto Your Orator for the due payment of the Prin-
-cipal and Interest due upon the recited Bond or Obligation?
And whether he, the said Wenatakistenah, ever did, or any one
for him, at any and what time or times, pay or Cause to be
paid unto Your Orator or unto any other and what person or
persons for Your Orator's Use, any and what Sum or Sums
of money on Account or in discharge of the said recited Bond
or Obligation? And whether there now remains due unto
Your Orator for Principal and Interest upon the said re-
-cited Bond or Obligation the Sum of Seven Hundred and
Sixty five Pounds and Sixty three pence, or any other
and what Sum or Sums of money? And that the said
Wenatakistenah, may be Ordered to pay unto Your Orator the
said Sum of Seven hundred and Sixty five Pounds and
Sixty three pence with all such Interest as either now
is or shall or may hereafter become due thereon, also all
Costs of this Suit

May it Please this Honble Court to
Cause the said Wenatakistenah to be Summoned & Required
by the Sheriff of Fort Saint George Town for the time being
or the District thereof, personally to be and appear before
this —

535

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Know all Men by these Presents Kit Venutakistruk
nah the son of Cavo Ponyapah Madras Inhabitant are
held and firmly Bound unto Mr Henry Mitchell the same
place Merchant in the Penal Sum of One Thousand and
Three hundred Star Pagodas the payment whereof well
and truly to be made to the said Mr Henry Mitchell his
Heirs Executors Administrators or Assigns I do hereby Bind
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 fourth Day of
December in the Year One Thousand Seven Hundred and
Eighty One. —

Whereas the above Bound Venutakistruk Borrowed and Received
of the aforesaid Mr Henry Mitchell the full and just Sum of
Six hundred and fifty Star Pagodas to run at Interest at the rate
of Twelve [12] per Cent per Annum Payable at the Expiration of Six
Month from the Date hereof —

Now the Condition of this Obligation is such if the above
bound Venutakistruk his Heirs Executors Administrators or
Assigns shall well and truly pay or Cause to be paid unto Mr
Henry Mitchell his Heirs Executors Administrators or Assigns
the full and just Sum of Six hundred and fifty Star Pagodas
together with Such Interest as shall or may become due
Thereupon then the Obligation to be void and of no Effect
otherwise to Continue in full Force and Virtue. —

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

[illegible] (L.S.)

True Copy
Thomas Jones
Atty for Compt.

Mayor Court at
Madraspatnam

Tuesday the 29th July
Anno Domini 1783

Present
William Webb Esquire Mayor
Edward Gavaon and John Menzies
Aldermen

Between Henry Mitchell
of Madraspatnam aforesaid In-
habitant Merchant Complai-
nant, and Sonatakistnah of the
same place Inhabitant Defend.t

It Appearing by the Records of this Court
that the usual Rule hath been given for the Defendant to An-
swer the Complainants Bill which he has Neglected doing
this Court doth therefore think fit to Order and Decree
and it is accordingly Ord.d and Decr.d that the Defendant
shall pay unto the Complainant the Sum and Sum there-
in Mentioned and Sixty five Pagodas and thirty three
Fanams (Pag.s 765..33) together with such
Interest as now is or shall hereafter become Due thereon
until full Payment is made also all Cost of this
Suit

Entd

aforesaid. And Your Orators shew that the said George Smith
did also on the said fifteenth day of October in the Year aforesaid
give and grant unto Your Orators Another Bond or Obliga
tion in the penal Sum of Eight Thousand one Hundred and
Fifty one Pagodas twenty Four fanams, and thirty Cash in
Consideration of a further Sum of Four Thousand and Seventy
five Pagodas thirty fanams, and fifteen Cash, to him the said
George Smith on the said fifteenth day of October lent and
paid also to him at Interest at Eight per Cent per Annum
payable in four Months from the date thereof, which said
Sum to the said George Smith did bind himself, his Heirs Ex
ecutors Administrators and Asigns to pay with Interest at
the rate aforesaid. And Whereas Your Orators shew that the
said George Smith was at the time of granting and executing the
aforesaid two Bonds or Obligations about to take his departure
from Madras in Order to go to Europe Your Orators did require
the Security of some other person or persons for the payment or
and performance of the said two Bonds or Obligations, with
which request of Your Orators the said George Smith did comply
by naming the aforesaid Andrew Ross and Alexander Cuthbert
as the persons who would be and become Security for the said
payment and performance of the said two Bonds, who Your
Orators were Satisfied and Content to receive and accept
and, And they the said Andrew Ross and Alexander Cuthbert
were on their part willing to do, and did for the more effectual
completing of the said Security severally sett and subscribe
their

Pagodas thirty five fanams and thirteen Cash from the said Andrew Ross and Alexander Cuthbert—

But now so it is May it please this Honble Court the said Andrew Ross and Alexander Cuthbert Obstinately and wilfully refuses to pay the Sums or to give Your Orator any manner of Satisfaction Touching the Premisses Your Orator therefore 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 Andrew Ross and Alexander Cuthbert may upon their Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Setforth and alledged as fully truely and Effectually to all Intents and purposes as if the same were hereagain Repeated and particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of Four Thousand One Hundred and forty Nine Pagodas thirty five fanams and thirteen Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit—

May it Please this Honble Court to Cause the said Andrew Ross and Alexander Cuthbert to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and Its District thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court Ordered and Appointed Then and There to Answer the Premises Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

Hy Dis Pers

Hy Compt.

ent Lr. entitled Mst. Moses de Castro Thomas Pelling and John de Fries & Co.

	1780				P.	F. C.
	Jany	7	By Cash Received from Mr. Smiths Bonds		363	" "
	April	22	By Do	Do	700	" "
	May	30	By Do	Do	700	" "
	July	21	By Do	Do	605	" "
					2368	" "
	Octr.	15	By Interest on the following Sums from their respective Dates to this day at 8 p Cent p Annum			
			One Pagt 353	for 9 8	21	29 6
			700	5 23	26	32 64
			700	4 15	21	" "
			605	2 24	11	11 "
					81	" 70
					2439	" 70
			By Ballance		5202	31 60
				Pagodas	7641	32 50
	1781					
	October	15	By Ballance	Pagodas	5619	2 10
	1782					
	July	17	By Cash Received in further part of Mr. Smith Bond		377	15 48
	Sept	12	By Do	Do	759	19 27
	Octr	15	By Interest on the following Sums to this day at 8 p Cent p Annum		1136	34 95
			One Pagt 377 15 88	for 7 26	19	28 47
			759 19 27	1 3	6	20 40
					26	13 7
					1162	12 2
			By Ballance		4906	8 72
				Pagodas	6068	20 74
	1782					
	Decr	12	By Cash Received from You in further part of Mr. Smith Bond		733	29 30
	March	26	By Do	Do	245	21 65
					979	15 95
	June	12	By Interest on the following Sums to this day @ 8 p Cent p Annum			
			One Pagt 733 29 36	for 3 28	29	" 73
			245 21 65	2 14	4	1 31
					33	2 24
					1012	17 32
			By Ballance due to us		4149	35 13
				Pagodas	5762	16 62

June 1783.
Errors
Excepted
Thos. de Fries

545

343

the 4th July 1780. Received in part of this Bond Two hundred and three Pagodas ..... 203.....

the 22d April 1780 Rec.d in further part of this Bond Seven hundred Pagodas ..... 700.....

the 4th May 1780 Rec.d in further part of this Bond Seven hundred Pagodas ..... 700.....

the 21st July 1780 Received in further part of this Bond Six hundred Pag.s Twenty Four Fanams & five Cash ..606..24.5.

/Signed/ Pelling & de Fries

the 18th Febry 1782. Rec.d in further part of this Bond three hundred & Twenty Seven Pag.s Sixteen Fanams & forty eight Cash 327. 16. 48.

/Signed/ Pelling & de Fries

the 11th September 1782. Received in further part of this Bond Seven hundred & Sixty Nine Pagodas Nineteen Fanams & Twenty Seven Cash ..... 769. 19. 27.

/Signed/ Pelling & de Fries.

the 12th December 1782 Received in further Seven Hundred and Sixty three Pag.s twenty Nine Fanams & Thirty Cash. 733. 29. 30.

/Signed/ P. & de Fries

the 26th March 1783. Received in further Two Hundred & forty five Pagodas Twenty one Fanams & Sixty five Cash. 245. 21. 65.

/Signed/ P. & de Fries

true Copy
Alg Dec.d Reg.
Actg Compt.

Know all Men by these Presents that Georgesmith of Fort St George Merchant am held and firmly bound unto Mess.rs Moses de Castro Thomas Pelling, and John de Fries, of the same place Merchants in the Penal Sum of Sixteen Thousand Pagodas to the Payment whereof well and truely to be made to the said Moses de Castro, Thomas Pelling & John de Fries their Exors Admors Assigns

Rs.16000

Sdo

547

244

the 1st January 1780. Received in part of this Bond one Hundred & fifty Pagodas ——— 150 ———

/Signed/ Pelling & de Fries

true Copy

Ly Du Pin

Actg Compt.

Filed 15th July 1783.

The Answer of Andrew Ross and Alexander Cuthbert to the Bill of Complaint of Moses De Castro Thomas Pelling and John De Fries. —

These Defendants acknowledge it to be true that George Smith late of Madras Merchant did on the Eighteenth day of October which was on the Year of Our Lord One Thousand Seven hundred and Seventy Nine given and grant unto the Complainants one Bond or Obligation in the Penal Sum of Eight Thousand One hundred and Fifty One Pagodas Twenty Four Fanams and thirty Cash condetioned for the Payment of Four Thousand and Seventy Five Pagodas Thirty Fanams and Fifteen Cash in Four Months from the date thereof with Interest in the mean time after the Rate of Eight per Cent per Annum and these Defendants also allow that the said George Smith did on the fifteenth day of the said month of October given and grant unto the Complainants one other Bond or Obligation in the Penal Sum of Six Thousand Pagodas Condetioned for the payment of the further Sum of Three thousand Pagodas in Six Months from the date thereof with Interest in the mean time after the Rate of Eight per Cent per Annum and this Defendants do admit that they have set and subscribed

Some or to give your Orator any Relief in
the Premises Your Orator therefore humbly
as to this Honble Court shall seem meet
Conscience To the End therefore that the
Parsedar Annats and Other Duties which
full true Direct and Perfect Discovery
clar the Matter and Things herein before
as fully truely and Effectually to all Intents
if the same were herein Repeated Singly
gated and that they may be Decreed to pay
aforesaid Sum of Five Hundred and Sixty
Six Pagodas with all such Interest as may
may become Due thereon and all Costs of

May it Please the Honble

the said Tommiapah Parsedar Annats and Other
Summoned and Required by the Sheriff of Fort
Madraspatnam and the Districts thereof
appear before this Honble Court to
by this Honble Court Ordered
to Answer the Premises and Abide
Stand to and abide by such Order and Decree
Honble Court Shall seem Meet

Sworn

Know all Men by these Presents that We

14th November 1792

Edwd Perrin
Mayor

You Most with sufficient security bind Yourself to make good to your Hond. Employers this mortgage Bond by your Consent & Witnesses & Mr Thomas Barnett & Ruttonla Pattambee, by their Marks Signed & drawn by the Vycondurry.

(Signed) E. Carley (D.S.)

Witnesses
(Signed) Thomas Barnett
Ruttonla Pattambee

A true Translation as near as can be taken from the Original Malabar Language by Cherungal Chemen Bandal Interpreter.

Chas. Oborne

Mayors Court
Madrasspatnam

Tuesday 15th September 1795

Present

William Webb Esquire Mayor
Benjamin Torbuck for Mr. Call
Edward Stroud for Mr. Coppin
Aldermen
Between Pedgen and
Cochin Muthappen

Inspection of the Humble Bill and which Your Orator prays
may be Annexed as part of this Bill of Complaint And
your Orator further Saith that the Humble Court shall by
Law frequently ordain or provide Manner of Process for
and Method for the said Ends of the said Law
meet for the said John Reid of the Sum of Two Hundred
and fifty five Pagodas

But now so it is May it please the
Court the said John Reid Combining and Confederating with
the same or Like Persons to Your Orator unknown to
the premises Your Orator Hath for long Delayed to Sue
or to this Honble Court Seek Redress against the said
good Conscience To the End therefore that the said
may upon his Corporal Oath full true and Direct
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 Particularly
and particularly Interrogated and that he may be Decreed to
pay unto Your Orator the aforesaid Sum of Two Hundred and fifty
five Pagodas with all such Interest as more or Less shall
after become due thereon else and Costs of this Suit

May it please
the said John Reid take Summons and be
Sheriff of Fort Saint George Peons of the Mayors Court
Districts thereof personally to be and Appear before this
Court at certain Time and Place to be by this Honble Court
Persons and Appointed then and there to Answer the Premises
Orators Bill of Complaint and further to Stand to Abide
by such Order and Decree therein as to this Honble

upon an Account for - £ 2. Mark Dalgleish Esqr
of whom the said Complainants -
John Leatham

Sworn at Fort St. George
this 22d. day of February 1781
before me — Br Roebuck
Mayor

Filed 27th Febry 1781.

The Answer of the above named
Defendant Mark Dalgleish Esqr
to the Bill of Complaint of John Leatham
and Daniel George Defendants the
Bill of Complaint filed
Ld Chapman & Hawkins Complainants

The said Defendant Mark Dalgleish
after having and reserving unto himself all and all manner
of benefit and Advantage of Exception to the many Errors
Imperfections and Insufficiencies in the Complainants
said Bill of Complaint Contained for Answer thereunto or
unto so much thereof as the said Defendant is advised
ways material for him to make Answer unto he Answereth
and Saith that he Acknowledges to attend and shall attend the
said Complainants in the Court of Oyer Hundred and
fifty Pagodas as the Amount for Costs of Suit
and Pay which the Complainants or one of them shall
send to the Defendant upon Condition that the Defendant
for the same the beginning of the Month of
of March then next ensuing (which he the Defendant hopes he
provided and undertook to do) for the Payment of the
Sum should any Other Sum for the said Defendant

the Defendant was not readily, and willingly to be found
was induced to keep to his promise and thereby to defraud
her Majesty pursuant and contrary to the Duty of his
the same, by the payment of the Money due and owing
at the time that Money became due and owing by the
the Defendant began some time between the last week
of February following the Replevin by this Attorney the
did Demand payment and thereupon Upon Refusal
the Defendant accordingly to Law, and on the first day
being the Sixteenth of Bill of Complaint was filed in the
Honble Court against the Defendant for the Sum of
Hundred and fifty five Pounds due to the Queens Majesty
of the Watch and Ward in London, whereupon the Defendant
was under the Necessity of appearing and did accordingly
Attorney of the Defendant and the Replevin were mutually
Settling the matter, as the only thing in dispute was to whom
pay the Fees Office amounted to the Sum of Fifty Pounds
whom one of the Replevin came into Court on the Defendant
is informed, and Some other Debt, immediately took out
Warrant of Arrest, and without any Notice given to the
Debts Attorney, forcibly entered the House of the Defendant
Seized, and the same was Carried directly on the Queens
Defendant, although the Defendant did offer
this time endeavoring to settle the matter, and Debt
ally offered to pay the Money, rather than be put to the
matter, but through a Malicious and vindictive Spirit the
Replevin or one of them, was determined to effect the
Defendant and to bring him to further Expence, the Defendant

In the High Court of Chancery

of the Most Reverend Lord Archbishop
of England Lord Keeper of the Great
Seal of Great Britain Lord High Chancellor
of Ireland

Between

Charles Earl of Stanhope Complainant

and

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

Mr. Joseph Kingsmill of Madras Merchant Aged 30 years
Witness produced as a Witness in this Cause on the part of the Com-
plaints was on the 16th Day of May 1781 Examined at the Office of Mr.
Bromley who is Attorney for the Defendant by Examiner and Interpreter
who also left him a Note of the Same Title and Plea of the Defen-
dant and afterwards on the same Day being sworn Deposeth as followeth.

1st

1. To the first Interrogatory this Deponent saith that he doth
know the Complainants Father Lord Stanhope deceased
took in this Cause, and that he hath so known them for Eleven
or Twelve years and this Deponent hath seen the Complain-
ant Lord Viscount Reed in this Cause, and answereth to the Interro-
gatory.

2. To the second Interrogatory this Deponent saith that he
was present in the Year of our Lord One Thousand Seven hun-
dred and Eighty One some time in February when the Defen-
dant bought of the Complainant Lord Stanhope a Gold Watch but
whether there was a Key affixed to it this Deponent cannot
know, and this Deponent saith that the Interrogatory
is

Mayors Court at
Madraspatnam

Between John Lindo
Merchant Complainant
and
The United Company of the Merchants of
England Trading to the East Indies
Defendant
and
The Rajah of Tanjore Defendant

Depositions of Witnesses taken on the Complt
and before the Examiner in this Court as followeth
Venkatachellum of Madras Native aged 30 Years or thereabouts
being produced as a Witness in this Cause on the part of the Complainant was
on the 8th Day of June 1781 Sign[illegible] at the Office of Mr Charles Kenrick
who is Attorney for the Defendant by Summons to him
left him and of the Name Istel 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 he doth
know the Complainants John Lindo Henry and Morgan Kenrick in this Cause, and that he hath so known them
Years or thereabouts and that he also knows the Defendant John Lindo in this Cause and that
he doth know the Defendant the Rajah of Tanjore and that he
he hath so known him four Months or thereabouts Deponent
saith not to this Interrogatory

2P ..... To the second Interrogatory this Deponent saith that he did
some time in the Month of February last go with the Rajah of
Tanjore

Mayors Court at
Madraspatnam

Between the Hon.ble
The Governor President &
Members of Council of
Fort St. George and the
Select Committee of the
Honble United Company of
Merchants of England
trading to the East Indies
Complainants

and

Defendant

On the Part of the Complainants

Depositions of Witnesses taken in this Cause

by and before the Examiner in this Court as follows

John Fairney of Madras Deputy Sheriff. Aged 25 Years or thereabouts
being produced as a Witness in this Cause, On the Part of the Complainants
was on the 14th Day of June 81. Sworn & the Office of the Clerk
Bromley who is Attorney for the Defendant by Command my Lord
who also left here a Note of the Name & Place of Abode of the
said Deponent and afterwards on the same Day being sworn &
examined Deposeth as followeth.

1st

I. To the first Interrogatory this Deponent saith he
doth know the Complainants in this Cause and that he hath
three Years or thereabouts, and that he hath known the Defendant
John Reid in this Cause and that he hath or knows him three
Years or thereabouts. And more saith not to this Interrogatory

Mr Reid being sworn & brought to the Table
who had before Appeared for the Defendant and
angry and said he himself would Swear that
and that he would make the Complainants pay
Suit or something to that Effect. Do not mark
the last Interrogatory.

Richd Dighton
Clerk

Richard Reid

Mayor's Court
Madraspatnam

Deposition
by and before the Commissioners in the Court of Admiralty
Thomas Clifford of Madras Sheriffs Officer aged forty
or thereabouts, being produced as a Witness in the Cause on the Part
the Complainants was on the 4th Day of June 1781 Sworn to the
Effect

Witness Jo
Ensign William Sudlow

Interrogatories to be ad-
ministered to the
Witness Jo Ensign
now depending and at Issue
Between Richd Rose Esqr Plt
plaintiff and
Roger Mostyn of the
City of Chester Esqr
Defendant

Interry 1st Do you know or Do you not know the Parties
William Sudlow } plaintiffs and Defendant in the Title of this Cause
named if yea how long have you so known them or either
which of them Declare

Ditto 2d Do you know or Do you not know of any Proposal
Application ever made by the above said Defendant to the
said Complainants or either and which of them for a Gold
and Gold Key if yea Did or Did not the said Complainants
or one and which of them produce and Show unto the De-
fendant a Gold Watch and Key for his the said Defendants
Approbation if yea Did or Did not the said Defendant
desire to know of them the Complainants or one of them the
price or value of such Watch and Key if yea what was the
the said Watch and Key set at Did or Did not the
above said Defendant accept of the said Watch and Key at the
price offered if yea Did or Did not the said Defendant ac-
cept of the said Articles to be paid immediately or within some
time and Undertaking to pay at any Day which promised
was

Mr. Sadock requesting at the same time that he would send him
word how to look at that which Abdi — had stole from him
a Gold Watch and Key from off his Table where he
on which he Pawned to Cooja Nud Ullah for the
price of 5 or 6 hundred Star Pagodas
And told Mr. Sadock that he would not
pay for the Watch, but that he would the beginning of the
ensuing Month wait for that time Days after the Money was
paid out, to which purpose Mr. Sadock agreed

Answer to Interrogations

3d. That after Days after the said Bond was
made that Messrs. Latham and Mr. Sadock did send the
Bill Demanding the Money for the Watch, and at the
same desiring that he would send back the Watch
Money otherways they would make him pay the
bond as it was Contrary to agreement

Condapillie
5th. May 1782.

Mr. Sadock.

Mayor's Court at
Madraspatnam

Tuesday the 7th. day of January
Anno Domini 1783

Present
William Webb Esquire Mayor
James Call — Thomas Coyse
Aldermen
Between Abdul

the Original Agreement between the Capt
It is therefore further Ord[ered] &
Decreed that the
Appellants do pay all Costs of this Suit

In the
Court of Appeals
of
Madras

Between John Lushington Esq
Agent & Governor in Council
and John Reid Respondent

This Cause coming on this day to be heard &
debated before this Court by the Attorneys on both sides
hearing the Petition of Appeal and answer &
Exhibits of the Parties the Magistrate Court Papers and
the Decree of the said Court given in the Cause on the
the 24th day of January Anno Domini 1826 &
due Consideration had of the Matters therein contained
tained and of the Pleadings and Arguments of
Attornies on both sides, It is Ordered adjudged
to Order and Decree and doth Order Adjudge
Decree that the Decree
dated the 21st day of January Anno Domini 1826
do stand affirmed and that the Appellants Petition
be hence dismissed with Costs

Hon Chief Justice

Complaint, the Original of which is or your Petitioner
and Ready to be produced, whereupon your Petitioner
Honble Court, be Graciously Pleased to Grant your Petitioner
unto this Honble Court that on the Eleventh day of the Month
May in the present Year of Our Lord One Thousand Seven Hundred
and Eighty Four, the Sum of Three Pagodas was paid into your
Petitioner on behalf of the said James Haddell on Account of the said
Written Allegation, and that there was Ordered to be Paid unto your
for Principal and Interest upon the said Written Allegation the
Ballance of Three Hundred and Sixty four Pagodas and that the
James Haddell hath not nor hath any one for him paid the
to be Paid unto Your Petitioner or unto any one for your Petitioner
Use, either the whole or any part of the said Sum of Three Hundred
and Sixty four Pagodas, though the Time limited for the Payment
thereof is long since expired. Your Petitioner further Humbly
this Honble Court that he hath frequently and even lately
per Requested Payment from the said James Haddell of the
Sum of Three Hundred and Sixty four Pagodas

But now to wit

Honble Court that the said James Haddell doth contemptuously and
wilfully Refuse to pay the same or to give your Petitioner any
ner of Satisfaction Touching the premises Your Petitioner therefore
fore prays a General Relief, and as in Duty bound will ever
appear Agreeable to Equity and Good Conscience &c Whereupon
Wherefore May it please your Honble Court the said James Haddell
Oath full, true, direct, and perfect answer Make to all and
Singular the Matters and things herein before Charged 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 more especially that he the
said

Oratrix the said Sum of three Hundred & Eighty five Pagodas
with all Interest that is or may be
become due thereon also all Costs of this Suit
May it Please this Honble Court to Grant Her
James Hoddell to be Summoned & Required by the Usual
of Fort Saint George, Town of Madraspatnam &c &c
to be and Appear before this Honble
Court at a Certain Time and place to be therein
prefixed and appointed, then and there to Answer unto
Oratrix's Bill of Complaint and further to do and
abide by such Order and Decree therein as to this Honble
Court Shall Seem Meet

Thomas Jones
Atty for Complt

Dr James Hoddell in Account Current with Orphans &c

1779				1782	
Nov. 16	To the Amount of your promissory Note	285		May 11	By Cash Received on Account	20	
	To Interest on Ditto from 16 Nov. 1779 to 24 Oct. 1782 is 2 Years 11 M. & 8 D. @ 12 p Cent p Annum	100	22		By Interest on Ditto from 16 May 1782 to 24 Oct. 1782 is 5 M. & 8 D. @ 12 p Cent p Annum	1	12
		385	22			21	12
	Pagodas	385	22		Pagodas	364	10

Fort Saint George 25 May 1784
Errors Excepted
J. H. Mark of Andrew Ross

A true Copy
Thomas Jones
Atty for Complt

August One thousand seven hundred & Eighty

Sworn to in Court
this 5th day of Nov. 1782.

Chas. Bromley
Dep. Regr.

Filed 17th Decem. 1782

The Plea of James Hubbard to the Bill of
Complaint of Solomon Pleasant

The said Defendant by protestation not confess-
sing or acknowledging all or any of the Matters and things
in Complainants said Bill of Complaint contained to be
in such manner and form as the same are therein and thereby
set forth alledged and declared for Plea saith that this
Defendant now and ever hath since the filing of the Com-
plainants Bill of Complaint to preserve wholly
then and now is Open War and Hostilities with his Catholic Ma-
tion So that ever since the Month of July
Year of our Lord One thousand seven hundred and Eighty
appears by an Affidavit of Record in this Honble Court
the Oath of Peter Halsnayer dated
day of November last past that the
and now is a Captain in the Service of his Majesty King
of the Carnatick; that it appears by the said Bill that the
and transactions have passed between the Complainant and
other persons since this Defendants absence from the Juris-
diction of this Honble Court in consequence
this Defendant is not nor could not be informed

The Case the Defendant never under the Penalty of giving Bail
and Stand on his Defendant Whereas had not the Replaintiff
Law on Litigious the Sum of One Hundred and fifty five Pounds
and Ten Shillings Sterling as was not the intention of the
Defendant to keep them out of his Money although he
left Malice Cause of Actions to pay the Costs in the Defen-
dant and knowing that in all that time he should have
sufficient to pay off his Debt, wherewith he would have not
Speedily done notwithstanding the Interested Judgment
The Defendant further says that notwithstanding from his
first the Plaintiff did not Called Upon Him Speedily then
Prayed to find himself in the Prison Custody and
without any Writ of the Sheriff that appeared Then
the Defendant that the Replaintiff one of them was Deter-
mined to give full Scope to his Litigious disposition
The Defendant further says, that his Attorney at Law was
as much Imposed on the Defendant at the Wodeyfordant
for he had offered to the Attorney for the Replaintiff to pay
the Debt as soon as Bail was put, but that the Replaintiff
should pay what Costs had then arose on the part of the
Defendant, the first part was by the Replaintiff Attorney
Rejected and the Costs the Replaintiff Attorney wrote to the
Replaintiff about and during this Negociation, the Warrant
of Arrest found without the knowledge of either the She-
riff or his Deputy, The Defendant further says there
was denied then or the Time of Payment with
Costs already, but they Did voluntarily on the part of
the Replaintiff moved, the Defendant says, he could
not -

not thinks fitt to answer separately to the Replication of the Defendant but craves leave to Rely upon his Answer and Plea in the Premises as to the Defendant further says, That the said Defendant at the time he exhibited his Answer and Plea was willing to discover the matters in dispute should thereby be discovered but that such Discovery were from matters for the Defendant the said Replicants advantage of the pretended Right the Replicants had to Payment of the Discovery were from Causes of Secrecy and Confidence which necessarily began and Continued on the part of the Replicants. The Defendant lastly says, That the Depositions of the Gentlemen present at the making the Bargain with the Replicants, it will appear that the same was very hard and litigiously dealt with by the Replicants who wondrously appears, meant to Enrich the Defendant and Compliance with their Demand, which and to Compleat the meant and intended to throw a Slur on the Character of the Defendant by Arresting his person although I was and yet am of the Jurisdiction of this Honble Court as long as the Cause of Hongs abidings, which Circumstance the Replicants well knew.

All which Matters and things this Defendant is ready and willing to aver maintain and prove as this Court shall direct and award humbly prays as in and by his said Answer he hath alledged he doth.

Thos Bromley

45

23

Additional Interrogatories

to be Administered to such Witness as shall be produced Sworne and Examined on the part and behalf of the Complainants in certain Cause now depending and at Issue in the Worlle the Mayors Court at Madraspatanam wherein John Lea Moses and Angus Mackintosh of Madras Merchants are Complainants And John Reed Esqr in the Service of the United Company of Merchants of England Trading to the East Indies at present at Fort St: Georg is Defendant

Scott the Witness

1st. Do you know the parties Complainants and Defendant in the Bill of these Interrogatories named or either or any of them, If Yea, How long have you so known them or either or any and which of them? Declare

Mackintosh

2d. Did you or did You not stay time in the Month of February last ye with a Bill to Assign John Reed the Defendant in this Cause by Order of the Complainants in this Cause or either and which of them to demand any Sume of Money for a Watch and Key in question in this Cause or for any other purpose, If Yea, when did you see and show the said Bill to the said Defendant? What Answer did the said Defendant make to the said Demand or which did he the said Defendant say to you in the said Answer? Did you or did you not go

go more than one to the said Defendant at the said time
any thing else, If you Judge it Convenient for the
purpose, and what the said Defendant said to you or what
of the said Persons And the whole of these Matters fully &
orderly Declare —

To
Mr John Fairney 3.d Do you or do you not know of any Order
to the Complainants in this Cause or either of them dispossessing the
Defendant in this Cause along some part of the Premises
either with a Bill to demand Money for or on Account of the
and Key in question in the Cause or the taking away Goods and
Effects, where was each Application made? Was you present
present or near and how near the said Defendant and the said
either of them when the said Application was made, & what
did the said Defendant make Answer to what passed or what
said or done on the said Occasion? & the best of your Knowledge
fully and particularly Declare —

To Ditto 4.th Did you or did you not hear the Complainants or
which of them or any other person Apply to you about the Time
of the Warrant of Arrest which is stated in this Cause, If Yes do you
or do you not know Answer you or do you not who Did the
you or did you not hear that such Application for the Execution of
the said Warrant was on Account of Bail not being taken and
such Arrest? Did you or did you not hear any Person say
Say or make use of any Expressions about arresting or making
make the Complainants pay the Debt of the said
knew? If Yes do you
knowledge Remembrance Information and Belief fully &
particularly Declare —

To
Mr Thomas Clifford 5.th Did you or did you not on Thursday
received a Warrant of Arrest at the Suit of the Complainants against
the Defendant in this Cause any time on or about the
Evening

D H

Till which Time this Defendant doth aver and will prove that the Premises are true Wherefore this Defendant doth humbly demand the Judgement of this Honble Court whether he shall be compelled to make any further or other Answer to the said Bill of Complaint And as in duty bound will ever pray &c.

Hy Dickey
Solr for Defts

Mayors Court
Madraspatnam

Tuesday the 23d day of January
Anno Domini 1783

Present
William Hobbs Esquire Mayor
James Call & Thomas Cooper
Aldermen

Between Antonio Pereira Plaintiff
Madraspatnam & Edward Archbold
Complainant & James Haddell &
the same place Inhabitant Defendts

The Defendant Pleas to the Complainants Bill with
Pleas of the Statute of Limitations & Coming into Court
Argues this Day in the Presence of the Attorneys on both sides on the
Pleas of the Statute of Limitations & Allegation thereof
being the Matter of Fact of the Statute of Limitations & the Argu-
ments of Counsel thereon, the Plea and Allegation being the Argu-
ments made use of by the Attorneys & the Consideration thereof
had

Thereon The Court may Order such Decree to be Signed
It is therefore Prayed that the same be Known and such Order
the Defendant be pleased upon the Answer

Filed 22d June 1783.

To the Honble the Master
Court of Exchequer

Humbly Complaining Sheweth
unto this Honble Court your Orator Abraham Jones
that Nannapah of the same place Indian Man pretends
truely indebted unto Your Orator in the Sum of Two Hundred
one Thousand Two hundred and Eighty Pagodas Current
the rate of Eight Shillings for every Pagoda the Sum of Eight
Hundred and Twelve Pounds or thereabouts as will more
fully and at Large appear by a Copy of your Orators Bond
hereunto Annexed for the Inspection of this Honble Court
which Your Orator prays may be taken as part of this
Orator's Bill Complaint, the Original of which as in Your
Orator's possession, and ready to be produced, nevertheless
Orator further Sheweth unto this Honble Court that the
Nannapah by a Certain Bond or Obligation Dated the Eighth
and Seven hundred and Eighty Bound himself his Heirs,
Executors, Administrators and Assigns unto the said

25 49

Page 1 Come to the Plaintiffs Your Orator Your Orators Most Entire &
Administrator and Refugee the above Named Defendant within
Seventy days Months from the date thereof to answer fully and at
large Oppress &c Guy of the said Bond or Obligation Demands &
Praised for the Suppression of this Horrible Crime which Your Orator
prays may be Admitted as part of this Your Orators Bill of Complaint
the Original of which are in Your possession and Ready to be produced
whenever Your Orator shall by this Worthy Court be thereunto Required.
Your Orator further Sheweth unto this Worthy Court that in the Quarter
Granted by his late Majesty George the Second to the Worthy the United
Company of Merchants of England Trading to the East Indies bearing
date the twelfth day of January in the year of Our Lord
one thousand seven hundred and fifty three in Corporate Succession
and Perpetuity Amongst other things it was Enacted that it shall and may be Lawful to and
for the said Court to determine all Controversies Actions or Pleas between any
of the Indian Natives that shall or may arise or happen within
the Town of Madraspatnam or within any of their Factories Subject or
Subordinate to Fort Saint George Provided that both parties shall
be Content submit the same to the determination of this Worthy
Court Your Orator further Sheweth unto this Worthy Court that in
the said Bond or Obligation is inserted a Clause by the Consent and
agreement of the said Nonsuch which in every respect Conforms
to both in Letter and Spirit that part of his late Majesty's Charter
Respecting Indian Natives herein before Recited by which Your
Orator is Entitled Entitled fully Competent and Legally Qualified
to prosecute this Your Orators suit in this Worthy Court against
the said Nonsuch Your Orator further Sheweth unto this
Worthy Court that the said Nonsuch hath neither hath any
one for him paid or Caused to be paid unto Your Orator or
unto

96 57

Thomas Lucas as Att. for the Pltff. Court Shall Issue Mesne

2d Sessions 1789

The Defendant Enters Common Bail

Days of Adjournment Left Blank

Plea Peremptory Plead Cras Die

Thomas Lucas
Atty for Compltt.

Dr. Assumpsit in Account Current with Lachmanick Cr.

1780				1783			
April	12	To the Amount of Goods Sold	1000	Jany	By Ballance Due		1280
1783							
Jany	18	To Interest on Ditto Debt	280				
			1280				1280

Fort St George 18th January 1783

Errors Excepted
Signed Lachmanick
Thos Lucas
Atty for Compltt.

Dated 18th September 1780

Be it remembered That on the 22nd day of Augt Instant Thomas Lucas Gentleman Attorney of the Court of Pleas for the Crown and Pleas for the Settlement of Fort St George Came into the Court of Pleas for the Settlement aforesaid and Filed a Declaration against Lachmanick Gentoo Merchant in a Plea of Assumpsit for the Sum of One Thousand Two Hundred and Eighty Pagodas Current Money of Said Settlement which Sum of Money he the said Lachmanick Promised to pay unto the said Thomas Lucas on Demand for Value Received as by the Said Declaration Reference being thereunto had may more fully and at Large appear And the Said Lachmanick being Arrested upon the Said Writ and Declaration and Required to Answer the Same Came into Court and Entered his Appearance Whereupon the Said Thomas Lucas Prayed Leave of the Court to Withdraw the Said Declaration and Suit which is Granted him Accordingly

Thomas Lucas
Attorney for Compltt.

Mayors Court at
Madrasapatnam

Thursday the Eighth
of June One Thousand
Present
William Webb Esquire Mayor
Edward Saltwell and Charles Floyer
Aldermen

Solomon Lobb Gent
late Sheriff Complainant
Samuel Hall late Sheriff
Defendant

The Defendant having in Court and Duly
ing the Writ of the Complainants Declaration filed
doth thereto Think fit to Plead and Demur and the
ly Order and Decree that the Defendant shall pay unto the
Complainant the Sum and Sums of One Hundred
hundred and Eighty Nine Pagodas 189 Pags 1780 ...
with such Interest as may be ordered Complainant
thereon untill Full Payment and Satisfaction
Suit

27 53

To the Honble the Mayor's
Court at Madras Patnam

Humbly Complaining Sheweth unto
Your Honble Court Your Orator Thomas Scotchall of Madraspat-
nam aforesaid Merchant, That James Campbell Ensign in
His Majesty's Hundred and first Regiment of Foot and otherwise
of Madraspatnam aforesaid Merchant Justly and truly in-
debted unto Your Orator in the Sum and just Sum of Sixty five
Pagodas Current Money of Madras for Making and Lending Money
of Great Britain a Sum of Eight Shillings for every
Pagoda the Sum of Fourteen Pounds aforesaid, as well and
fully and Just as aforesaid by a Copy of an Account Current there-
unto 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 Orator's
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 Seventeenth day of
the Month of October in the present Year of Our Lord One
Thousand Seven Hundred and Eighty Two, Your Orator Drew
a Bill of Exchange upon the said James Campbell for
the Sum of Nine Pagodas, payable to Your Orator or Your
Orders Value Received, which said Bill of Exchange Your
Orator duly forwarded to the said James Campbell, who did not
pay the Amount thereof, but Accepted the same by subscribing
his Name thereto, thereby promising, undertaking and becoming
answerable to pay the Amount thereof as well when fully and at

Sign'd —

28 55

Pet most humbly Sheweth to your Worships Your Petitioner
Daniel Campbell of the Parish of Saint Andrew Merchant
That your Petitioner is Indebted unto Mr Thomas Pritchett
late of Kingston Merchant deceased in the Sum of Two
hundred and Eighty Pounds Current Money of this Island
for Goods Wares and Merchandizes by him the said Thomas
Pritchett sold and delivered unto your Petitioner as by
the Bill of Parcels thereof now remaining in the hands
of your Petitioner may more fully appear That your
Petitioner is willing and desirous to pay the said Debt
unto the Executors of the said Thomas Pritchett but
that your Petitioner is informed that the said Executors
refuse to receive the same unless your Petitioner will
pay the Interest that is due thereon which your Petitioner
is willing to do if he is obliged to pay the same
That your Petitioner is informed that the said Executors
have brought an Action against your Petitioner for the
Recovery of the said Debt and that the same is now
depending in this Honble Court That your Petitioner
is willing to pay the said Debt with Interest for the
same and Costs of Suit but that your Petitioner is
unable to pay the Interest that is due thereon without
the Assistance of this Honble Court Your Petitioner
therefore humbly prays that your Worships will be
pleased to make such Order in the Premises as to your
Worships shall seem meet and your Petitioner as in
duty bound will ever pray

Daniel Campbell

29[57]

Dr. Company's Account Current with Thomas Smith &c.

1782				1782			
Octr.	20	To Pd. Mr. Thomas for Diet	1 1				
		Pd. Do for Ferriage	1				
	28	To 1 Mess Mat	5 24				
		To 1 Bottle Port	24				
		To Cash	20				
		Pagodas	35				

Errors Excepted per George 19th October 1782

Thomas Smith

Pagodas 35

Pagodas 35

Errors Excepted per George 19th October 1782

Thomas Smith

Mess Copy

Thomas Jones

Mty for Compt.

Rec'd Pagodas 35 —

Sir

Be pleased please to pay Mr. Thos Smith or his Order the Sum of Nine Star Pagodas, Value received from him and place the same to Account of

Sir

Your Most Obedient Servant

Thos Smithett

Jas Campbell

Bengal 10th Sept.

Jas Campbell

Esqr.

19th October 1782

Mess Copy

Thomas Jones

Mty for Compt.

Mayors Court at

Madraspatnam

Tuesday the [illegible]

Anno Domini

Present

[illegible]

[illegible]

Edward Garrow and Thomas Coppin

Gentlemen

Between

[illegible]

Complainant

and

[illegible]

Defendant

It Appearing by the Affidavit of the Complainant that the Usual Rules have been fixed both Parties and the Complainant's Bill ordered to be taken pro Confesso by this Court It is therefore Ordered that the Defendant do pay unto the Complainant the Sum of Sixty five Pagodas Pdgs. 65 - - - Interest as soon as possible hereafter and Full Payment is made also all Costs of this Suit

Ordered

30 57

Rockt Lyons

To the Worlle Mayor
Court of Madraspatnam

Humbly Complaining Sheweth unto
Your Worlle Court Your Orator John Grimes of Madraspatnam
Esqr and Sarah his Wife David Mathias of the
same place Merchant, Hannah wife and truly indebted
unto Your Orator in the Sum of Sixty three
Pagodas and forty four Fanams Current Money of the
Coast of Coromandel for Goods Wares and Merchandize
by Your Orator at their Request before that time
Sold and Delivered to them, as also for Money
Lent and Advanced by Your Orator to them at their
Request before that time, and for Money due to Your
Orator on Account stated between them, which
Sum of Sixty three Pagodas and forty four Fanams
Your Orator hath often demanded of them, but
they refuse to pay the same, pretending that
they have Sett off against the same divers Sums
of Money due to them from Your Orator, but
which in Truth and Equity they ought not to
do, for that the Sum of Sixty three Pagodas and
forty four Fanams is justly due to Your Orator
from them, and they have not any Sett off
against the same, or any part thereof, to the
Knowledge of Your Orator, and Your Orator
hath no Remedy to compel them to pay the
same but in this Honble Court where they
are Inhabitants and Residents, and Your Orator
humbly hopes they will be compelled to
answer the premises

To the End therefore

31. January 1783. Sheewin as to this Petition and Bill of Complaint
This Bill was Sworn to on the Day of Signing and
Let a Subpoena issue returnable the first Tuesday
after the

64

31

Dr. David Matthey in Account with John Green Esqr.

1782			1783		
Dec.	To Cash for Provisions for Serjeant Richard's Party	12		By Balance Due	31 14
1783	To Cash for Provisions for Lieut. Sutherland's Party	12			
	To Cash for Provisions	7 14			
	Brought	31 14		Brought	31 14

Fort St. George 31st. Augt. 1783.

Errors Excepted

John Green

A true Copy

Thomas Sims

Atty for Complt.

At a Hustings Court held for Gloucester County Lieutenant Archer Cary Colo. Thomas Nelson Esqr. Captain Thomas Taylor and Captain James Cocke

Received by Ord.

David Matthey

Test S. Clerg.

December 9th 1782 Dr.

A true Copy

Thomas Sims

Atty for Complt.

At a Mayors Court held

Tuesday the 25th day of February

in Yorktown Anno Domini 1783

Present

Hillary Hobson Esquire Mayor

Edward Carter and Thomas Roper

Aldermen

Between John Green

Plaintiff and Thomas Sims

Defendant

Filed 24th July 1783

63

32

Submit the same to the determination of this Honble Court
Your Orator further Sheweth unto this Honble Court that
the said Bond or Obligation is entitled a Condition
and agreement of the said Thomas Hall
[illegible] Conditioned to be void
Majesty's Charter respecting Indian Traders [illegible]
voided; by which Your Orator as Executor [illegible] is
lawfully and legally Entitled to [illegible]
Orator further Sheweth unto this Honble Court that
Thomas Hall hath not nor hath any one for him [illegible]
caused to be paid unto Your Orator or unto any one for Your
use, either the whole or any part of the money due and
the said Bond or Obligation, though the same hath been
payment thereof so Expired, Your Orator further Sheweth unto
this Honble Court that he hath frequently and in
the Manner required payment from the said Thomas
sum of the said sum of [illegible] and
and Eight pounds
Barbarous
Court that the said Thomas Hall doth Contemptuously and
fully refuses to pay the same or to give Your Orator any
of Satisfaction Touching the premises, [illegible]
prays a General Relief, and as this Honble Court will
bear agreeable to Equity and good Conscience to the Con
therefore that the said Thomas Hall may [illegible]
nal Oath, full, true, Direct, and perfect Answer to
and singular the matters and things herein [illegible]
and alledged, as fully, truly, perfectly and [illegible]

Witness Signed
Governor

Filed 12th March 1782

To the Honble the Lords
Commrs for Hearing

Humbly Complaining Shewe
unto Your Honble Lordships Sitting in the Court of Chancery
that Richard Rawden Esqr one of the Servants of the Honble United
Company of Merchants of England trading to the East Indies
at present of Madrespatnam aforesaid Executor and Adminis-
trator of the Estate and Effects of Edward Rawden late
Lieutenant Colonel in the Service of the said Honble United
Company, stands well and truly indebted unto Your Orator in
the full and just Sum of four hundred and Eighty five
Seventeen Pagodas and Thirty Cash Current Money of the
making in Sterling Money of Great Britain after the Rate
of Eight Shillings for every Pagoda the Sum of Three
Pounds and Three Shillings as Orator is well informed
and at large Appear by a Copy of an Award Executed
Arrived for the Suspension of this Honble Court which
Orator prays may be Referred as part of this Your
Bill of Complaint, the Original whereof Orator
produces and Prays to be deemed as Part of
by this Honble Court As Orator is Advised
further Sheweth unto this Honble Court that by the
of the Month of November which was in the Year of
One Thousand Seven hundred and Seventy four
one of the Officers of the Ship Godfrey in the Service of the
Honble United Company, drew a Bill of Exchange on the
Lieutenant Colonel Rawden for the Sum of Five Hundred
and Sixty Three Rupees and Eight Annas to the Order

Augusta 563/4

Fourteen Days after regular Notice
or Order Five Hundred Dollars

To
Major Sears
at Madrid

Sir

I Understand that the
Officers
of Regiment under
Inst. Simples
Lieut. Col. Commandant
Regt. Dragoons
Commissioned by the Congress
of the United States
Raised & Employed in the Service
of the United States
Major Commandant
Regt. Dragoons

Feb. 28. April 1782

Hereafter mentioned
of Benefit & Advantage

herself of such plea & shall think of some other
for him to do within reasonable time after
Administration & the Defendant shall be
liable for him to execute the deed when thereto
sent but that he is prevented from doing
sooner by reason of the said Bond
Thereupon the Defendant
saith that many
have been made upon him as Administrator &
in particular several upon Bonds conditioned
granted under the Seal of the
his life time which the Defendant
as aforesaid must first be paid & satisfied
in such Case made & provided and pleaded the
Law of such Case & that by reason
of his Administration the Defendant
Law by
humbly prays the Consideration of this Honble Court
and Judgment for the Defendant
for the reasons and Causes before
set forth but Question that he the Defendant
not for any of the Causes
alledged and set forth in
Complainant before
this Honble Court

Filed 20th Augt 1782.

Dr. Major Sears's Dubashes Account Current at Madras Cr.

1776			Ps	Fs
Janry	3	To Cash paid him myself	21	--
	24	To Ditto Ditto	3	--
	29	To Ditto Ditto	30	--
		To Ditto Mr Stratton	07	--
		To Ditto Mr Franks	11	4
Febry	8	To Ditto My pay for 1/2 M.s	49	27
		To Ditto Mr Gowins Card Money	2	--
	9	To Ditto paid him myself	20	--
		To Ditto do	30	--
		To Ditto do	12	--
			357	11
		Balance due to Dubash	134	9
			492	4

Sugeetad

Witness Thos
Edward Ellis

Sugeetad

1776		Ps	Fs
Janry	By Cash		
	By 2 pd Capt Clerk	9	--
	By 2 Mr Eastbrooks Bill	30	12
	By 2 1/2 pc of Gingham	7	23
	By 2 pieces of Silk Handkes	2	34
	By 2 Chintz Paper	1	23
	By Cash for house Expences for Decr	1	--
	By do for January	92	37
	By do for February	80	30
	By 2 Bills of Exchange on Mr Taylor for 163 Madras Rupees	15	9
	By Taylors Bill not paid by him	161	--
	By another Taylor do	16	9
		6	22
		492	4

Sugeetad

Sam.l Sears

Examined by Ellis 1776

Colonel Stannard Long and the said Lieutenant Colonel Stannard Long and what shall appear due to the said Colonel Stannard Long on account of the said Bill of Exchange, and the said Lieutenant Colonel Stannard Long make any and what objection to such Complaint, and the Complaint be referred by the said Lieutenant Colonel Stannard Long for further Evidence touching the said Complaint and Objection, and the Complaint be referred by the said Lieutenant Colonel Stannard Long, Comply with the Requisition of the said Lieutenant Colonel Stannard Long and pay the said Complainant such Sum or Sums of Money as shall appear due to him on account of such Accepted Bill of Exchange, and the said Lieutenant Colonel Stannard Long undertake to pay the Costs of the Suit, and the Complainant shall not be entitled to any Benefit from the said Bill of Exchange, unless he shall comply with the Requisition of the said Lieutenant Colonel Stannard Long, and pay the Costs of the Suit, as by the said Lieutenant Colonel Stannard Long shall be directed, and the said Lieutenant Colonel Stannard Long shall be at Liberty to Proceed at Law for the Recovery of the Money due on the said Bill of Exchange, and the said Lieutenant Colonel Stannard Long shall not

To all the Witnesses

Rupees 563 1/2

To
Major Sears
at
Madras

Mayors Court at Madrastapatnam

Between

Depositions of Witnesses taken by and before the Commissioners of the Court of Requests for the Inhabitants of Madrastapatnam and Parts thereof

Cause by said Court Commissioners

Arnachellum of Madrastapatnam Butler Plaintiff

being produced as a Witness in the Cause depending in the Court of Requests wherein the said Plaintiff is Complainant and one Cumdapoony of the said Place Inhabitant is Defendant and duly Sworn deposeth and saith as follows

Mayors Court
Madrasapatnam

Between

Deponent

by and before the Examiner and Interpreter
Venkata Kistnadrig Modeliar
Poonamalee — being produced on the part of
Complainant cross on the 18th Day of October 1782
of Mr Edward Ellis who is Attorney for the Defendant
my Servant who also left home at the Time of the
Abode of the said Deponent and afterwards
Sworn and Carried Depositions as follows

Mayor Courtad

Madrazo plaintiff

Baker

Depositions of Witnesses taken on the part of the Defendant before the Examiner in the Court at Jefferson

Nicholas Wade of Madison County Ohio aged 25 years a witness produced on the part of the Defendant being duly sworn and Examined Deposeth as follows

1st To the first Interrogatory this Deponent saith he knew the Complainant during the time he resided in Madison County Ohio but does not know the Defendant

4th

6th To the sixth Interrogatory this Deponent saith he was present and heard Colonel Jefferson at divers times during which time Colonel Jefferson declared in this deponents hearing that he the Complainant had Cheated Captain Arbuckle the Defendant of the

Filed 8th July 1782

To all People to whom these Presents
Come Greeting Whereas Meer Sujaunshow at pres
Madras Southabetant in the Ballance of an Account beam
the Twenty Seventh day of June in the present Year of
One Thousand Seven hundred and Eighty Two Rising upo
me for a Promissory Note of hand, a Counstate of which is hereunto a
stands Indebted unto Meer Mogull of the same place Mer
in the Sum of Six Hundred and Eleven Pagodas Twenty
fanams and forty Eight Cash Current Money of Madra
in and by the said Promissory Note of Hand may app
Now Know ye that the said Meer Mogull for a Valu
Consideration to him in hand paid by Domingo Johnson
of the same place Inhabetant also before the Sealing and
very of these Presents, the Receipt whereof is hereby Acknow
ed, he the said Meer Mogull hath assigned and Set ove
by these Presents Doth assign and Set Over unto the said
mingo Johnson the said Promissory Note of hand and
ll sum and Summoney or Amount Principal and Interes
Thereupon due and Owing and which may become
thereupon and all his Right and Interest Claim
same and every part thereof and the said Meer Mogul
the Consideration aforesaid hath made Constituted an
pointed and by these Presents Doth make Constitute
appoint the said Domingo Johnson his Executors Ad
ministrators his true and Lawfull Attorney and Attorn
Irrevocable for him and in his Name and in the Name and
Names of his Executors and Administrators but for his
sole and proper Use and benefit of the said Domingo
Johnson his Executors Administrators and Assigns to ask
Require

Mayors Court at
Madraspatnam

Tuesday the 1st Day of M
Anno Domini
Present
William Hebb Esquire Mayor
Edward John Holland & Edward H
Aldermen

Between Moore Mogull
Madras Inhabitant by his
Attorney Domingos John
of the same place Inhabitant
Complainant and Mantap
shaw at present also of the
Inhabitant Defendant

It Appearing by the Records of this Court
that the Space of Six Months the terme Limited in his Maj
tys Charter is elapsed since the Return of the Warrant of Ar
tration issued against the Defendant Effects and that the
Defendant has not made any appearance in Court to Answ
the Complainants Bill this Court doth therefore think
fit to Order and Decree and doth accordingly Order & Dec
that the Defendant shall pay unto the Complainant the pri
and Just Sum of Six Hundred and Eleven Pagodas Twenty
One fanams and forty eight Cash Pags 611. 21. 48 Cash
together with such Interest as more is or shall hereafter
become Due thereon untill full Payment & made also all
Costs of this Suit

But now so it is May it please the
Court the said Sarravah Chetty and Caramboo Chetty Ch
tely and Wrongfully Refuses to pay the same or to give you
Your Orator any Manner of Satisfaction touching the premises
Orator therefor prays a General Relief such as to this Hon
Court shall Appear Agreeable to Equity and good Co
To the End therefore that the said Sarravah Chet
Caramboo Chetty may upon his Corporal Oath full
direct and perfect Answer make to all and singular
matters and things herein before set forth and alledg
fully truely & Effectually to all Intents and purpo
as if the same were here again Repeated and particular
Interrogated and that they may be Decreed to pay unto
your Orator the aforesaid Sum of One Thousand and Fif
Hundred Pagodas with all such Interest as now is
shall hereafter become due thereon also all Costs of
this Suit

May it Please this Honble Court
Cause the said Sarravah Chetty and Caramboo Chetty to
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 prefixed and
appointed then and there to Answer this Your Orators Bill
of Complaint and further to stand to and abide by such or
and Decree therein as to this Honble Court shall seem Meet

J. P. Sykes
Atty Compt.

as can be from the Original in the Malabar Language

Sworn Sworn Court Interpreter

W.m Sykes

Atty Compt

To all to whom these presents shall Come Greeting

Whereas Sawanah Chitty and Caramboo Chitty of the aforesaid Inhabitants in and by one Bond or Obligation Bearing Date the fifteenth Day of November which was in the Year of Our Lord One Thousand Seven Hundred and Seventy became bound unto Coolapah Chitty of Madras Merchant in the Sum of One Thousand Eight Hundred Pagodas Current Money of Madras Conditioned to be paid in One Year from months from the date thereof Now Know ye that the said Coolapah Chitty for a Valuable Consideration to him in hand paid by Agostinho de Cruz of the same place Inhabitant at the Sealing and Delivery of these presents, the Receipt whereof he the said Coolapah Chitty hath Acknowledged and Doth by these presents doth Assign and Set over unto the said Agostinho de Cruz the said Bond or Obligation and the Money in the principal and Interest thereupon due and owing and to become due thereon and his Right and Interest Claim and Demand and Every part thereof and the said Coolapah Chitty for the consideration aforesaid hath made Constituted and Appointed and by these presents doth make Constitute and Appoint the said Agostinho de Cruz his heirs 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

Mayors Court

Madraspatnam

Tuesday the 4th

Anno Domi

Present

William Webb Esquire Mayor

Edward John Holland & Edward

Aldermen

Between Co

of Madras Merchant

Agostenho de Cou

Inhabitant Complain

Sawanah Chitty and Co

Chitty of Madras afore

sheweth Defendant

The Defendant Cavarnbo Chitty

Yagapah Chitty being in Court by his Attorney [illegible] Esq

and Acknowledging the Justness of the Complainants

this Court doth therefore think fit & Order and D

doth Accordingly Order and Decree that the Defendants

unto the Complainant the full and Just Sum of Sixty

and Eight Hundred Star Pagodas [illegible] Star Pags. 6800

together with such Interest as now is or shall thereby

become due thereon until full Payment is made of

Costs of this Suit

A Cour

Manner of Satisfaction touching the Premises Your Orat.
prays agreeable to Equity and good Conscience To the End that
that the said Caramboo Chitty Sawawanah Chitty Cavandy
and Mootoo Mar Chitty may repare their Corporal Oath
& this full true direct and perfect answer make to all and
gular the Matters and Things herein before Set forth and
as fully truly and effectually to all intents and purposes
the Same were here again repeated and particularly
rogated and that they may be decreed to pay unto Your
the aforesaid Sum of Nine Hundred and Twenty Star Pag
With all Such Interest as now is or Shall hereafter become
thereon also all Costs of the Suit

May it Please this Honble Court to Cause the
Comm boo Chitty Sawawah Chitty Caramboo Chitty and Moo
mar Chitty to be Summoned and required by the Sheriff of
Saint George Town of Madras patnam and the Rest
personally to be and appear before this Honble Court at
time and place to be by this Honble Court prefixed and app
-ted then and there to Answer this Your Orators Bill of
-plaint and further to Stand to and abide by Such Ord
Decree thereon as to this Honble Court Shall seem Meet

8. Sept. 1780

This Bill was Sworn to one before current
the days of Adjournment Let a summon
issue thereon Returnable Next Court Day

Edwd. Jno. Holland
Mayor

Bopham
Atty for Compt.

To all People to whom these presents shall come

Whereas Caramboo Chetty and Sawanah Chetty sons of Co-
-letty Chettyar and Caramboo Chetty Minoo Mar Chetty and
the Sons of Yagapah Chetty of Madras Inhabitants in
Mortgage Bond or Obligation bearing Date the Eleventh
March Which was in the Year of Our Lord One Thousand
Hundred and Seventy Eight Stand Indebted unto Yagap
the Son of Pelnee Coomarapah Chetty of the same place in
the Principle Sum of Nine Hundred and Twenty Pago
money of Madras Now Know ye that the said Yagapah
for a Valuable Consideration to him in hand paid by Agostinho
Cruz also of the same place Inhabitant at or before the Sealing
Delivery of these Presents the Receipt whereof he the said
-pah Chettyar doth hereby Acknowledge he the said Yagap
-tyar hath Assigned and Setover by these Presents Doth
and Setover unto the said Agostinho De Cruz Heirs Execu
Or Obligation and the Money and the Amount Principal
Interest thereupon due and Owing and which may become
due thereon and all his Right and Interest Claim and Demand
and every Part thereof and the said Yagapah Chetty for the
Consideration aforesaid hath made Constituted and Appointed
and by these Presents doth make Constitute and Appoint the
said Agostinho De Cruz his Executors and Administrators
true and Lawfull Attorney and Attorneys irrevocable for him
and in his Name and in the Name and Names Executors Ad-
-ministrators but for the Sole and proper use and benefit of the
said Agostinho De Cruz his Executors Administrators and As-
-signs to Ask Require Demand and Receive of the said Cara-
-boo Chetty Sawanah Chetty Caramboo Chetty and Minoo Mar
Chetty

Mayor's Court

Madraspatnam

Tuesday the 11th day of May

Anno Domini

Present

William Webb Esquire Mayor

Edward John Hollond and Edward Fox

Aldermen

Between Yagapah Chitty

by his Attorney Ayeardoo Pillay

of Madras Inhabitant Complainant

and Caramboo Chitty Ca-

mah Chitty Caramboo Pillay

Mootoo Mar Chetty also of the

same place Inhabitants Defendants

The Defendant Caramboo Chetty Son of Yagapah

Chetty being in Court by his Attorney Mr. James Stinson and

acknowledging the Justness of the Complainants demand this

Court doth therefore think fit to Order and Decree and there-

fordingly Order and Decree that the Defendant Caramboo

Son of Yagapah Chitty shall pay unto the Complainant the

full and Just Sum of Nine Hundred and twenty Star Pa-

godas / Star Pag.s 920 —— / together with such Interest

as now is or shall hereafter become due thereon on fulfilling

Payment made also all Costs of this Suit

J. Webb

more fully and at large Appear by the Translate of a Bill of
Sale or Writing under the Hand of the said Gasanfa
alias Meeya Saib which is hereunto Annexed for the Ins
of this Honble Court Marked A & which your Petitioner
may be Admitted as part of this his Petition, The Origi
whereof is in Your Petitioners Custody and ready to be pro
if Required, Your Petitioner further Sheweth unto this
Court that the said Gasanfarawoosan alias Meeyah Saib
in Need of Cash he did Some time ago Mortgage the Gar
Garden or Tope unto one Vellyapah Mordelly for a Certain
of money, and the said Vellyapah Mordelly being afterwards
pressing for Payment, in Consequence of which the said Gas
farawoosan alias Meeyah Saib Sold the said Garden or
unto Your Petitioner for the Sum of Nine hundred Pagod
as will more fully appear by the said Bill of Sale, in Cons
-deration of which Bargain and Sale Your Petitioner pa
to the said Gasanfarawoosan alias Meeya Saib Seven
Two Hundred and Eighty Pagodas Ready Cash and the re
-mainder or Residue of the said Sum of Nine Hundred
Pagodas the said Gasanfarawoosan alias Meeya did give
Orders to Your Petitioner to Pay unto the said Vellyapah
Mordelly, in whose Hands the Bill of Sale of the said Gar
-den or Tope was Lodged on Account of the said Mortgage
in Order that the same might be Delivered to and Received by
your Petitioner in Pursuance of the said Purchase Accord
-ingly Your Petitioner did Pay the Sum of Eighty Pagodas
at one time to the said Vellyapah Mordelly and Promised
to Send the Remaining Sum which was Five Hundred

and—

if required By which it clearly appears that the said Jan in Conjuction with the said Vellyapah Moodly wish your Petitioner of his Right and Property to hou said Premises being the property of Your Petitio legally Seized —

All which Matters and things Your Pe is Ready and willing to prove to the Satisfaction o Court and most humbly Prays that the said Seizu be Superceded and the Sheriffs Costs taken off the Pr mises and that the Costs and Damages Occasioned by Illegal Seizeir may be awarded to Your Petitioner Your Petitioner as in Duty bound &c —

Shall Ever Pray

Jno Sykes

Atty for Pet.r —

A

Translation of a Bill of Sale Dated the 1.st of Rajab 1189 Hegi and 1185 Fazalee or September 3.d 1775 —

I Casamparoovan alias Mayan Sad Sun of Deceased Shakamroostafa of Mylapoor having a Garden in mylapoor Casabah in the Jurisdiction Circar containing Cawnees with the following Trees Viz.t Mango Trees Guav Trees Coconut Trees Palmyra Trees likewise Paddy fie and three large Wells Built with Bricks exclusive of the said Garden also a Lot of Ground in Length and Breath

40 —

Moodellier desired to give Bill of Sale in his Name, if any Dy. happen against you, you are not liable to it and he Drew a Title Deed at his own house and desired me to Sign it as Signed at Madras to the Title Deed by his Confidence but the Rayen has not paid any thing on Account of the Sale of the Ga your Bill of Sale will stand good but his Bill of Sale is of Less, I will declare whenever you Order me Witnesses Cunny Moodellier Singaarra Moodellier Canzee Saib and Venatas moodellier by their Knowledge Dorasen by Venatachelam

Witnesses
Shake Ahomed
Caundapeen
Singaarra
Vencatasarra

(Signed) Gasanfar Veeran alias Rayadu

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

J.P. Sykes 2
Mily Lieut.

Filed 12th April 1779.

To the Honble the Mayors Court at Madraspatnam

Between Emanuel Louis Anderson of Madras Inhabitant Co-plainant and Tsaya Rayen of the same place Inhabitant Defendant

The Answer of the said Emanuel Louis Anderson to the Petition of Sarah Coety Pellah of Saint Thomé Exhibited

or that the same has any legal weight or effect, but insists that the same hath been unjustly and Collusively obtained and procured and Transacted by and between the Petitioner and the said Gasamsaravvasan alias Meeya Saib with the intention and design of defrauding this Respondent out of his just and due payment of his demand decreed him by this Honble Court out of the sale of the said premises and this Respondent by way of further Answer to the said Petition doth further say that he hath been informed that the said Garamsaravvasan alias Meeya Saib did some time in the Year of our Lord One Thousand Seven Hundred and Sixty Six mortgage the said Garden or Topetope Cumma yandan the Brother of the said Vellyapah Moodelly together with the Title deeds thereof for certain sum of Pagodas and that the said Garden or Tope continued mortgaged to the said Cumma yandan Brother to Vellyapah Moodelly about money before the pretended sale was made to the Petitioner and this Respondent by way of further Answer to the said Petition doth further say that he doth not admit that the said Vellyapah Moodelly ever did pray for the payment of what was owing to him from the said Garamsaravvasan alias Meeya Saib which indeed he had no purpose of the said Topetope unto the Petitioner for the sum of nine hundred Pagodas nor does this Respondent know or admit that the Petitioner did ever pay to the said Garamsaravvasan alias Meeya Saib the Sum of Four hundred and Eight Pagodas in part of the said pretended purchase Money nor of any orders being given to the Petitioner by the said Garamsaravvasan alias Meeya Saib to pay the Remainder or Ballance of the said Nine hundred Pagodas to the said

Vellyapah

And this Respondent doth insist and will
duc leave Prove that the premises in question are the
party of the Defendant Seagaroyen and that he had
to mortgage the same to this Respondent and this Resp
dent saith that he the said Seagaroyen being in need
money this Respondent did lend hime the Sum of Three
hundred Pagodas upon the mortgage of the said prem
which Sum he being unable to discharge in order to fore
the said Mortgage premises, this Respondent was the
fore compelled to file his Bill of Complaint in this Hon
Court against him for the recovery of the said Sum and
thereon. and this Respondent in order to shew to the
Honble Court that the property of the said premises
is actually vested in the said Seagaroyen he prays leave to
that about Twelve Years ago one Buddoo his Brother
of the said Garam Seroovaram alias Meeya Said did mortgage
the said premises to the said Cumragaridoo Brother to
said Vellyapah Moodelly for the Sum of Three hundred
Pagodas, that about Four or Five Years after which the
said Buddoo departed this life when the said Garampa
-roovan alias Meeya Said the Brother to the said Buddoo
succeeded him in Right to the said Ground and premises a
his heir, when the said Cumragaridoo consented to let the
said Sum remain as a Mortgage on the said premises fro
the said Garam Saroovaram alias Meeya Said, and this
Respondent sheweth that the said Cumragaridoo did

also

Said Petitioner this Respondent sheweth that at the expiration of
term of Eighteen Month the Said Vellyapah Moodelly de
premisses out again to the Said Petitioner at the end of
the said petitioner finding it was not in his power to pay
private under hand dealings he had with the said Gura
-saar alias Meeya Said for the purchase of the said premi
long since on the year One Thousand Seven hundred and
fore the date of the pretended bill of Sale of the premis
-ses, this Respondent sheweth that he did soon come to the kn
Thousand Seven hundred and Seventy Eight, declared
in the presence of the Cauzee, his Brother & one Veerakat
Koramsay allright or Title he might by any means have
in the said premisses and Requested that the said Gurama
-saar alias Meeya Said would within Eight days repay
money he had paid on that Account within Eight days
hands of the above three persons as mediators to whom the
-tioner was then to deliver up the said Bill of Sale, Copy of
which pretended to be Annexed to the said Petition that
then to be delivered up to the said Gurumsaar alias
Meeya Said to be cancelled. This Respondent further sh
that the aforegoing Transactions being made known
Vellyapah Moodelly by the said mediators they did accor
the said Vellyapah Moodelly to pay the sum of Four
Pagodas on Account of the said Guramsaar alias
Said and to take the said premisses as his entire property
what was before owing him on Mortgage thereon to whi
said Vellyapah Moodelly did consent, but not having
money then by him he offered the said premisses to the
Defendant Seagaryen and this Respondent further sh
that the said Seagaryen being content to purchase the

premisses

further agreed that the said Jeganayagen should
to complete the said purchase Money and to take
a Chattley Bill of Sale should be attained unto the
Jeganayagen's Name for the premises especially the
Same from being first made of half of the Charges of
the said Chattley Bill of Sale which the said Jeganay-
-sane Alias Mayan Said had ingaged should first be
upon which Matters the said Jeganayagen
for the Sum agreed upon Sc Wit the sum of Three hundred
and Twenty Five Pagodas and did at the same time pay
him the said Jeganayagen in Satisfaction of the Purchase
as well as of the Title Deeds thereof in the possession
gorage and Registered in the Registry of the Court
of Revenue affairs at Fort Saint George as the same
more fully and at large Appears by Copys thereof
-tions thereof Reference being Prayed for the Inspection
this Hon'ble Court and which this Respondent
may be Admitted as part of this his Answer to
Exhibit No 1. No 2. and No 3. he Respondent
he the said Jeganayagen did deliver unto this Respondent
at the time of his executing the said Mortgage Bond
-favor of this Respondent for the Sum of Three hundred
Pagodas a Copy whereof is annexed unto this Respondents
Bill of Complaint upon which this Hon'ble Court have
granted the Dience upon which the said Warrant of Ar-
-rention did pray to seize the premises and dispute the
all which Matters this Respondent humbly hopes to

Leave

and Ground agreeable to a paper Signed by the Zemandars Ryots and Accountants of the above Purgunnahs bearing their consent thereto, which the said Shaik Mustapha has you are therefore to give up the above Land to him by the certificate Let this be considered as a Sirkal or Order accordingly Dated the First day of Jemmaudeul Sannee Thirteen Year of his Majesties Glorious Reign corresponding to the Nabobs signature On the Back are the signatures of Dewan and Shazoor Nawez certifying that Copies have been taken in their respective offices —

Fo. 12

A True Translation as near as can be from the Original Persian Language by — David Haliburton

Fort St. George 21st November 1775 Registered and Translated by Order of the Committee of Revenue

pr David Haliburton
Dep.y Persian Translator

Atty Boyd

N.o 2.

Translation of a Certificate in favor of Shaik Mustapha Son of Mahomed Hussein —

We Vellapa Sonapa Comarapa Chellapa Bramins and Muckaudums Ryots Peasants Cultivators and Accountants of the Purgunnah of Mutapore belonging to the Circar of Hyderabad have out of Our Own free will and consent delivered —

No 3

Translation of a Bill of Sale from Matabar &c. Dated 1st of September 1778.—

I Maaya Lab Son of Shanchanootapah of Wan
a St Thome do give this Bill of Sale of a Garden to Soo
mundelly Son of Caley Soobramanya Mudelly &
say — my Garden is situated on the East side of Cooper
South side to Radly Garden River West side of the Satang
is included with Mango Trees, Palmar Trees, Cocoanut
Land Well, Tank, and all the Appurtenances belonging
which I sold to you for the Sum of One Thousand and
five Pagodas delivered to you the Peroomal being repa
my father for the same and Chockanna and Shan
the said Sum which Garden you should enjoy with
and Moon endures no way dispute to the same more
Dispute may happen to the same I am to settle them
and give to you further when the Chowdry Bill for
ent I shall Sign to the same and pray you help
I always shall do give this for
sent Witnesses Myla Canaay Veeranadem
Cooor Soobraya Mudelly by their Knowledge
Chinna canaanoo Veeranadem

Witnesses Signed
Canaee Veeranadem &
Cooor Soobrayen

Signed
Maan Saab Sankabatt
Mylapoor

A True Translation as Near as can be from Original
her Language by Soobrayloo Cooor Interpreter

Fry Pt Pool
Secy Resp.

of Money? Was or was not the said Lope or Garden at the
mortgage to Ariathypauk Mudelly for any damages
If Yea, Did or did not the said Ariathypauk Mudelly
or forest you for payment of the Amount of the said
If Yea, did you or did not sell the said Garden or Lope
Petitioner on Account and by way of Exchange the
Mortgage or on any other and what Account? Did you
not in Consequence thereof Receive from the said Petitioner the Sum of five hundred
Pagodas or any other and what Sum of Money on Account
part payment of the Amount of the said Purchase, Sum
you or did you not Order the said Petitioner to pay the
rising Six hundred and Twenty Pagodas or any part and
much thereof unto the said Ariathypauk Mudelly on Account
way of discharging the said Mortgage. If Yea Or Nay
you not in Consequence Order the said Ariathypauk Mudelly
deliver the Bill or Bills of Sale Title Deeds or writings of
belonging to the said Garden or Lope to the said Petitioner
If Yea, Did you or did you not so Order the said Ariathypauk Mudelly
of Sale Writings or Papers to be Delivered to the said Petitioner
on Account of his having Purchased the said Garden or Lope
ing become thereof Owner and proprietor thereof or any
and what account? Did you or did you not in Consequence
the said Petitioner having Purchased the said Garden or Lope
Give or Grant unto him the said Petitioner a Bill of Sale
or Writing in the Person or any other Language, If Yea
you or did you not so give or Grant the said Bill of Sale
Order to Shew that the said Petitioner had really Purchased
and become the Owner of the said Lope or Garden, If Yea

L.

or how otherwise? Did you or did you not either by your said Gossenfarrossan alias Magah Saab or otherwise Set or Subscribed your Names as Witnesses thereto? If so or is not the Name Set or Subscribed to the right or foot of the said Paper or the Place or Commencement as and for the Execution thereof And Your Name so Subscribed thereto as and for Witnesses to the Execution of the Hand Writing of the said Gossenfarrossan-selves respectively? Were or were not the other the person Names appear as Witnesses to the said Bill of Instruments or Writing present at the Execution thereof they or did they not Set or Subscribe their Names as Witnesses thereto? If Yea, are they or are they not living or what is become of them? Do you know have you not Love? The whole of these Matters fully and distinctly Declare.

To
Arnachellum Siddale
and
Nineapah Moodelliar } 4. Do You or do You not know of a Garden or Tope Situated at St Thomas Mount Casabah in the Jurisdiction Circar and more particularly affair? If Yea, was or were not the said Garden or Purchased by Sarah Crotty from the Gossenfarrossan alias Magah at any time in the Year of Our Lord One Thousand Seven hundred and Seventy Four? If Yea, was or was not the Garden or Tope at that time Mortgaged to Arnachellum Moodelly? If Yea, Did you or either of you

You

the said Vellyapah Moodelly on Account of the said Mo-
yea, did or did not the said Petitioner at the same time
or tell you to Demand of the said Vellyapah Mood-
Bill or Bills of Sale or Title Deed or Title Deeds of the
Garden or Tope, If Yea, Did your or did You not in pur-
of Such Orders or Directions of the said Tomah Cuthy
tender or offer to pay the said Sum of Five hundred
Pagodas or such other Sum as you received from the
-titioner to the said Vellyapah Moodelly on Account
-charge of the said Mortgage, and did you at the same
-mand of the said Vellyapah Moodelly the said Bills
or Title Deeds of the said Garden or Tope, If Yea, Did
not the said Vellyapah Moodelly at first or at any time
-mise to Deliver the said Title Deeds or Say that he
do so, And did he or did he not either then or at any other
or times Say that he had not the said Captn Colin Mac
his Accounts at Saint Thome, or that they were deranged
any thing else and what, or did the said Vellyapah Mood
or did he not make any and what Excuse for not Paying
the said Money and delivering the said Title Deeds
it or did it not Appear to You from the said Vellyapah
Moodellys behaviour or from what he said about the
Matters that he did not mean or intend to receive the
money and Deliver the said Title Deeds? Would You
would you not have paid the said Money to the said Vel-
-apah Moodelly if he would have Delivered the said Bills
of Sale or Title Deeds? Is or is not the said Money when
You

either to Oblige the said Gasamfarvoosan alias Moya Sait or fo
other and that reason go to the said Vellayapah Moodelly sh
said Affair, If Yea, for what Purpose or on what Account
cular did you go to the said Vellayapah Moodelly or what di
Gasamfarvoosan desire you to say to him and what did you say
And what Answer did he make thereto? Did or did not the
-apah Moodelly tell you that he would pay the Amount of
from the said Petitioner on Account of the Purchase of the said
or Pope, and did or did not the said Vellayapah beg or desire th
and the said Gasamfarvoosan would pay or Deliver the sam
said Petitioner And that you would or would not procure
him the said Petitioner the Bill of Sale which he had receiv
the said Gasamfarvoosan alias Moya Sait of the said Pop
Garden or to bring him the said Vellayapah a Bill of Sale thereo
in his own Name or otherwise and how? Did or did not the said
Vellayapah Moodelly deliver to you the sum of Three hundred and
Seventy Pagodas or any other and what Sum of Money on the
Account, If Yea, did you or did You not tender or cause
to the said Petitioner, If Yea, did or did not the said Vellayapa
to receive the same and for what reason as you know or believe did
you or did you not in Consequence return the said Money to the
said Vellayapah Moodelly and did he or did he not receive it
The whole of these Matters According to the best of your Knowledge
Remembrance and belief fully and particularly Declare

To
Shake Ahomed
and
Vencalasam

8th Were you present or were you not present and did you
or See or Subscribe his name to the Instrument or Paper

Translate as Near as can be of a Bill of Sale of a Garden &c. h
been executed by Gavan Jarrowsane Thiruvese Moya Saib
Persian Language.

I the under Written Gavan Jarrowsan Thiruve
Moya Saib the Son of Shakemoos to fa Deceased the Inhabit
of the Town called Mylapoor bargained and Sold and by th
do bargain and Sell unto Tanah Coty Pillah the Inhabi
the said Town called Mylapoor for and in consideration of
Sum of Nine hundred Star Pagodas / the half which sum
Sum of 450 Pagodas / one Garden situated in the Cauds
Mylapoor in the Circar of Trepassoor containing about
of Ground together with Mango Guavas Cocoa Calou
and Paddy fields all Entanning thereon also with three End
of the Diameter of three Years out of which four Canes of
Ground of the said Garden two Canes is Planted with the Cocoa
Trees and the three Canes to be a Paddy fields Ground containing
in a Square besides which a Piece of Square Ground containing
feet of Dimension Every side of the said square
therein 8 Mango Trees which Square Ground is contained in the
rying Ground all which being my own Property which above
tioned Garden is adjoining on the South Side to the Above
Garden, North Side near to the River, East Side to the Salary
geedy's Garden, and Facing West Side to the Road

Hes hereby agreed that in Case any of my Relation
or Heirsmen should lay any Claim to the Right of the Gar
I promise to be Answerable to them and make the said Ga
of no Validity Dated the 7th of the Month of Lloyd in the

Translation of a Cottificate Dated the 12th of December 1770

I Gasam farvoosan doth do give this unto
Tuan Cody Pillah That is to say Some time ago I
Sold my Garden to you, and Received of You Some m
part and the Residue I Promomit You to Pay the m
of the Garden Named Vellyapah Moodaly
one Named Tryagaroyah Moodalyar desired to
Sale in his name, if any dispute happen again
you are not liable to it, and he drew out a Title dee
his own house and desired me to Sign it and
madras to the Title Deed by his confidence, but
Royen has not prayed any thing on Account of the sale
the Garden, Your Bill of Sale will Stand you but the Bill
of Sale is Groundless I will declare when summon'd Bo
me Witnesses. Cundapah Moodalyar, Singaram Moodely
Cauge Saib, & Venceatasa Modaliar, by their Interpreter
by Venceatachillum.

Witnesses

Shake Ahomed
Cundapan
Singaveram
Vencatasam

Signed
Gasam farvoosan alias Magdal

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

Soobaroyaan
Interpreter

Emanuel Lewis Anderson, in this Affair and that he
not know the Complainant Emanuel Lewis Anderson
Cause, and that he doth know the Defendant Sangy Ry
this Cause, and that he hath so known here twenty
or thereabouts — and more saith not to this Interrogato

5. ..... To the third Interrogatory this Deponent saith that
doth know the Garden or Tope Situated at Santhome
Mylapoor Cowbah in the Trepassoor Circar and now in
tion in this affair, and this Deponent saith that
Garden or Tope was purchased by Sarah Cotty Pillai
Petitioner in this Affair from one Gasam farrooman
myah Said about Seven Years past and this Deponent
that the said Gasam farroosan did give and grant a Bill
of Sale to the said Petitioner Sarah Cotty Pillai in Consid
of the sale and in consequence of the said Purchase of the said
Tope or Garden, and this Deponent saith the Interpreter
and Shewing to him at this the time of his Examination
the Persian Paper writing Marked A. purporting a Bill
of Sale that the said Paper writing marked A was read
the said Gasamfarroosan alias Mayah Said Signed and
just his Chop to and delivered to the Petitioner in this
sion and this Deponent saith that he Chop'd and Signed
the Same of his own free will and Consent and that Depo
nent saith that he was present when the said Gasamfa
-rroosan did sign and Seal said Paper writing marked
A. and this Deponent saith that he did sign his name

To

Mayors Court at
Madraspatnam

Between Jamah Cotty
of Saint Thome Portuguese
and Emanuel Lewis Anderson
Madras Inhabitant Respondent
in certain Cause wherein the
Emanuel Lewis Anderson
Complainant and Jamah Cotty
does aforesaid Inhabitant Defendant

On the Part of the Petitioner

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

Nineapah Moodelliar Inhabitant of Saint Thome Suburbs
Madras Aged 34 Years or thereabouts — being produced as a Witness in
-favour On the Part of the Petitioner was on the 18th Day of July 1782 Exam-
-ined at the Office of Mr Henry Dirking who is Attorney for the Petitioner by
Beeramasing my Servant who also left him in the Room whilst the
Place of Abode of the said Deponent and afterwards on the same Day being
Sworn and Examined Deposeth as followeth —

1st
1. To the first Interrogatory this Deponent saith, that he doth
know the Petitioner Jamah Cotty Saitkah in this Affair and
he hath so known him ever since he can Remember — and that
he doth not know the Respondent Emanuel Lewis Anderson
in this Affair — and that he doth not know the Complainant
Emanuel Lewis Anderson in this Cause and that he doth know

Defendant

to Vellapah and Receive the Title deeds of said Garden
the said Abraham offered the Money to Vellapah and
for the Title deeds and the said Vellapah said the Title
were in Madras but that he would Receive the Mo-
send for and deliver the Title deeds to him the next
and the said Abraham said he would not pay them
unless he delivered the Title deeds and this Defend-
that Abraham brought away the Money that time
went again once or twice to Offer the Money to the said
Vellapah who put him off by saying the Title deeds
were in Madras and at last the said Vellapah told
Tegaroyen the Defendant had bought the Garden
he would not deliver the Title deeds and this Defend-
saith that said Sum of five hundred & forty Pagodas
still Remains in the Hands of the said Abraham who
is now at Pondicherry and more saith not to the
last Interrogatory.

Richd Pigott
Cont.

Mayor's Court at
Madraspatnam

Between Ismal
Gillah of Saint Thom
Renter Petitioner and
Crismal

7th

To the Seventh Interrogatory this Deponent saith that he knows a Garden or Topo Situated in Mylapoore Cajes bad. Topaseor Covar and which he hath heard is disputed but he doth not know any thing about the Purchase or Salvage of said Garden and that he doth not know anything about the Affair mentioned in the Interrogatory. — Saith not to this or the last Interrogatory.

Rich.d Dighton

Exam.d

عبد القادر

Mayor's Court at
Madraspatnam

Between Sumbul of Saint Thomé
the Petitioner and Emaum
Lowis Sodeen of Madras
Inhabitant Respondent in
a certain Cause wherein the
said Emaum Lowis Sodeen
is Complainant and
Tegaa Rayen of Madras
Farrash Inhabitant Defd.t

On the Part of the Petitioner

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

Shake Ahomed of Saint Thomé Canjee but now of Madras aged
60 Years

Name Gasaun forewoman thereto subscribed for the Interpreter
the said Gasaun forewoman's own Proper hand writing and the
ment saith that the other Subscribing Witnesses were present
at the Examination of said Paper marked B and this Deponent
saith that Soriyanan who has subscribed thereto as witness
deth and that Venkatasan who hath also subscribed as witness
is now residing at Saint Thomé and that these are many
paths therefore he cannot say what Candapath it is which
also signed his Name as Witness to said Paper Marked B
more saith not to this or the last Interrogatory

Rich.d Deighton

Exam.r

Ex.d

Mayor's Court at
Madraspatnam

Between Land Co
Tillah of Saint Thome Trader
Petitioner and Emanuel Lopez
Andrew of Madras Portuguese
Respondent in matter touching
on the said Emanuel Lopez
son of Confirmed Free Burg
Royan of Madras aforesaid
Inhabitant is Defendant

On the Part of the Petitioner

Depositions of Witnesses taken in the Cause

by and before the Examiner in this Court as following —

Vencatasam of Saint Thome Gardener but now at Madras Aged
Years

One Sangaram who is since deceased a Short Time
years for said Garden and after the said Myah Sa
to a Bill of Sale for said Premises to Subscribe
said Myah Saib caused this Deponent to Call
this Deponents presence desired the said Vellaya
Six hundred Pagodas which was due to him on
and deliver up the Title deeds of the Premises to
agreed and this Deponent saith that he continue
the said Garden of the Petitioner about fifteen m
out of the three Years for which he received the
the Petitioner at the Expiration of which time
Vellaiyah brought his people to rent the said Garden
he had not received the Amount of his Mortgage upon
this Deponent quitted the Garden and after wards this Dep
saith he heard that the Defendant Sangaram had rented
Garden and this Deponent saith on his bearing thereof he
Petitioner came and Enquired this Deponent whether the
Garden and then Said Vellaiyah People Should be let in
in possession four Months the Court Seal was affixed to
said Premises and this Deponent saith that after the Co
Seal was affixed to the Premises the Petitioner desired this
Deponent to go with One Straan by whom he sent Six
and Forty Pagodas to the said Myah Saib and this Depon
did go to the said Myah Saib who desired Straan to leave
Money and he would settle at the next Day and this Depon
saith that Straan said unless he delivered the Title deeds
the Premises he would not leave the Money and thereupon
Straan brought away the money — and more Saith not to the
Interrogatory

Richd Dighton

The Mark L of Paramasiva

matter above Affairs and Complainant and Defendants
Cause or either or any of them, If You, how long have
known them or either or any and which of them &c
To the 4th paragraph 2d Do You or do You not know a Garden or Spot
at St. Thomie or Mylapore Esplanade with the Scituation &c
now in Question in this Affair, If Yes, Was or were the
Garden or Spot purchased by Isaack Coly Pillay &c
for One Gasaun farroosan alias Mayah Saib or any other
and whom at anytime in the Year of Our Lord One Thou-
hundred and Seventy four or at any other time and when
Did or did not the said Gasaun farroosan Execute unto the
Sale of the said Spot or Garden unto the said Pattamah
and in Consequence of the said Purchase, If Yes, Have
Bill of Sale Instrument or Writing now produced
to You at this the time of Your Examination Mention
same Which the said Gasaun farroosan alias Mayah
in the said Reason & were You or were You not present
you or did you not see the said Gasaun farroosan alias
Said Seign and put his Chop or Mark to the said Bill of Sale
Instrument or Writing If Yes Did he or did he not
and put his Chop or Mark of the said Pattamah
accord and With his own free Will and Consent &c
Did You or did You not either by means of the said
farroosan Alias Mayah Saib or otherwise and have
Subscribe Your Name as Witness thereto, If Yes, Set
the Name Set or Subscribed to the Right Side or foot of
said Paper with the Moor or Persian Language as well as
Execution thereof, And Your Name Set or Subscribed to

amount of the said mortgage should be paid unto the said Ga-
spah Mordallier in discharge of the said Mortgage. If You
did not the said Pellyaspah Mordallier Promise or Say he
would Deliver unto the said Petitioner the Bill of Sale
Deeds of the said Garden or Lope The whole of these Matters
fully and Particularly to Declare.

To all the Witnesses } 4th Do You know of any Matter or Thing or have you
or can You Set forth any Thing touching the Matter
tion in this Affair that may tend to the benefit or Be-
of the Petitioner, If Yea, Declare the same as you have
been Informed or do believe together with the Reason
such Your belief as fully as if you had been thereun-
to duly Interrogated.

Jno Sykes Q.

Atty for Petitr

Mayor's Court at

Between Jane Coty
widow of Saint Thomas
Petitioner and Commodore
Anderson of Madras Inhabi-
Respondent in certain Cau-
wherein the said Commodore
Anderson is Complainant
Tenga Royen of Mad-
aforesaid

Alias Myan said in the year of Our Lord One Thousand
hundred and Seventy five and this Deponent saith that
Gasamfarroosan did give and grant a Bill of Sale to the
Litigator on Account and in Consequence of the said Purchase
said Spot of Garden and this Deponent saith he produced
shewing to him at this the time of his Examination the Bill of
Sale or writing Marked A that the said Exhibit is the Bill
Sale Granted by the said Gasamfarroosan Alias Myah
on the said Occasion and this Deponent saith he was present
and did see the said Gasamfarroosan Alias Myah did sign
and put his Chop to the said Bill of Sale And moreover saith
he did so sign and put his Chop to the said Bill of Sale of his own
Accord and with his own free will and Consent and this Deponent
saith he did by the desire of the said Gasamfarroosan Alias
Myah did also Subscribe his Name as a Witness thereto and the
Name set or Subscribed to the right Side or part of the said Deed
in the Moor or Persian Language and for the Execution thereof by
the said Gasamfarroosan or Myah Saith more but that
his name set or subscribed thereto and as Witness to the Execution
thereof is of his own proper hand writing and this Deponent
saith he did not see the other Witnesses sign their Names
to but that the said Gasamfarroosan or Myah Showed
said Paper to their Names and this Deponent saith that
Cundapah one said Witness is dead as also Singaramma
that Venkatarow one of the Witnesses is gone to Ramnaum
and Ramah Govindoo Pundat one of the Witnesses thereto
signed is gone to Nellore, and this Deponent saith he

Two

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for Alimony who have signed a Petition to said Court praying
that said Defendant be Notified & Court had before which
said Petition shall not be Heard & Interrogatory
and answer shall not be Filed & Interrogatory

Attest Dighton

Barrister Deputy

Mayor Court at
Madras the 26th Day of July 1782

Between Sarah Blythiah
of Saint Thomas Mount Petitioner
& Edmund Louis Anderson
Esqr Late of Madras Respondent
in a Cause wherein the
said Edmund Louis Anderson
is Complainant & Diega Anjan
of Madras aforesaid Inhabitant
Defendant

On the Part of the Petitioner

Depositions of Witnesses taken in the Cause by
Virtue of a Commission to this Court to us directed
Sworn before the Examiner of this Court as follows

Sworn before me Moodally of Saint Thomas Cutwall but now at
Madras Aged 52 Years a Hindoo duly Sworn as a Witness in this
Cause on the part of the Petitioner saith that on the 26th Day of July 1782 dep-
-uted with the Office of Mr Henry Dighton who is Attorney for the Respon-
-dent by Ramasamy my Servant who also left him a Note of the Name
Title and Place of the said Defendant and afterwards on the same
Day

Dep. being sworn and Examd Deposeth as followeth

1st ... To the first Interrogatory this Deponent saith that he
knows the Petitioner Sarah Ely Pollak and has
he hath so known her ever since [illegible]
he doth not know the Respondent Edmund Lewis Esq.
in this affair — and that he doth not know the Complt
Edmund Louis Anderson in this Cause — Do that he
know the Defendant Hugo Rogers in this Cause and
he hath so known him from his Infancy — and
not to this Interrogatory

3rd ... To the third Interrogatory this Deponent saith that he
knows the Garden or Tope at Sarat Khoti or Shyloam in
the Presidency Circar and more in Question in this
this Deponent saith that said Garden was purchased by
Petitioner Sarah Ely Pollak from Gurrumpoonen the
Myah Sah in the Year of Our Lord One Hundred and
twenty and twenty four and this Deponent saith that
said Garden or Tope was at that time Mortgaged to
Vellyapah Moodaly, and this Deponent saith that he
did not pay the sum of Eighty Pagodas on account of
Mortgage to Vellyapah but that he owes said sum
paid to said Vellyapah on said Account, and this Dep
saith that he cannot tell the sum of Four hundred
Pagodas which were due to the said Vellyapah on
of said Mortgage and the said Vellyapah is dead
got the Title deeds but that he would give them up
day and this Deponent saith the said sum was [illegible]

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Counsel Sworn to Thos Ashmore who made answer to the Interrogatories put to him on the part of the Defendant

Rich Singleton
Clerk

Thomas Connell Esqr
Solicitor for the Plaintiff
Lieut Colonel Lee
one of the Defendants
Assistant Deputy

Interrogatories to be
administered to such Witness
as shall be produced known
and examined on the Part
of the Defendant Lieutenant
Colonel Lee
before the Mayors Court at Madras
pursuant to the Annexed Order
of the Court of Madras Assistant
Judge of Madras Assistant
Thomas Connell Esqr
Solicitor for the Plaintiff
Assistant

Assistant Engrossed

Joint Select Committee

To all the Witnesses

1st Do you know the parties Complainant in
this Cause or any of them Declare what you
know touching the matters in question
in this Cause

2d Are you related to the Complainants or
either of them and how nearly

3d Are you or to your knowledge or belief
is any person for your use interested in the
event of this Cause and how

4th Were you present at the execution of
any and which of the Deeds or Writings
produced and shewn unto you at the time
of your examination declare the whole truth
touching the same

5th Do you know or believe that any and
what Deeds or Writings relating to the
matters in question in this Cause have been
executed since the filing of the Bill and
by whom and to whom and when and
where and what are the contents thereof
declare the whole truth touching the same

6th Do you know or believe that any and
what Deeds or Writings relating to the
matters in question in this Cause have been
executed since the filing of the Bill and
by whom and to whom and when and
where and what are the contents thereof
declare the whole truth touching the same

7th Do you know or believe that any and
what Deeds or Writings relating to the
matters in question in this Cause have been
executed since the filing of the Bill and
by whom and to whom and when and
where and what are the contents thereof
declare the whole truth touching the same

8th Do you know or believe that any and
what Deeds or Writings relating to the
matters in question in this Cause have been
executed since the filing of the Bill and
by whom and to whom and when and
where and what are the contents thereof
declare the whole truth touching the same

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Brooke Pinkard the Witness thereto sworn and knowing and
what was the Consent freedom of the said premises. Was
or were not Slaves premises ever resides to the Petitioner
and by whome and for knowing alone? & If Yes what Did the
Petitioner pay for the Said Slave & and whome did he pay the
Said Slave and knowing at the time the Petitioner quitted
& left affirmeding the Said premises? And who afterwards
Sold repossessed the same and who was in possession of
the said premises at the time of filing the said Petitioners
Petition have you heard or been informed of any Claim
Demand or Claims to the said premises by the Petitioner previous to
the filing the said Petitioner and he whose? Do you know or
have you been informed of any Matter or thing of the
Petitioner purchasing or wanting to purchase the said Pre-
mises mentioned from the said Jerry a Free man alias Myah
Sack? Do you know how you heard or been informed of any
and what Reasonable Cause or pretended Cause there
was for the said Jerry a Free man alias Myah Sack to the
said Petitioner of the premises in dispute? Do you know or
have you heard and been informed of any and what Cause
or Causes subsisting previous to the filing the said Petitioner
Obtaining Letters between the Petitioner and any Heir and
relations or Persons and who by name Relating to any or
Such Deed or Deeds of the said premises given or pretended to
have been given by the said Jerry a Free man alias Myah
Sack to the Petitioner? Do you know what was the Nature and result
of such Conversation and discourse? Do you know or
have you been informed of any Matter or thing touching the
premises

Interrogatories to be administered on the part and behalf of the Petitioners Thomas Hall and Elizabeth his wife Plaintiffs in a Cause depending in the Court of Chancery between the said Plaintiffs and Thomas Hall Defendant

1st Do you know or believe that the said Plaintiffs have exhibited their Bill of Complaint in this Court against the said Defendant Thomas Hall and thereby set forth that the said Plaintiff Elizabeth is the Daughter and Heir at Law of Thomas Hall late of Bodicapark in the Parish of Warren in the County of Pembroke Gentleman deceased and that the said Thomas Hall the Defendant hath lately married one Mary Hall Widow and Relict of the said Thomas Hall deceased and that the said Mary Hall hath since the Death of the said Thomas Hall taken out Letters of Administration to the Goods Chattels and Credits of the said Thomas Hall deceased and that the said Defendant Thomas Hall hath possessed himself of the Personal Estate of the said Thomas Hall deceased and refuses to account for the same to the said Plaintiffs Do you know or believe the same or any part thereof to be true

2d Do you know or believe that the said Thomas Hall deceased was at the time of his Death possessed of or entitled to any Real Estate and if so what Real Estate was he possessed of or entitled to and in what County or Counties is the same situate

3d Do you know or believe that the said Thomas Hall deceased died seized of or entitled to the Real Estate in the Parish of Warren in the County of Pembroke mentioned in the Bill of Complaint and if so what Estate of Inheritance was he seized of or entitled to in the same

4th Do you know or believe that the said Thomas Hall deceased died intestate and without Issue Male lawfully begotten

5th Do you know or believe that the said Thomas Hall deceased died without Issue Male lawfully begotten and if so how many Daughters had he and what are their Names and Ages

6th Do you know or believe that the said Thomas Hall deceased died without Issue Male lawfully begotten and if so how many Daughters had he and what are their Names and Ages

7th Do you know or believe that the said Thomas Hall deceased died without Issue Male lawfully begotten and if so how many Daughters had he and what are their Names and Ages

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and who by name delivered to Langrayan the
Scale of the said Jurors Bill of Sale
the Jurors Language Marked B and C
Bill of Sale delivered by the said Garnsfarrerran
Myself Sad at Before of Something the Said Body
to the said Langrayan Before the Jurors aforesaid
heard when Informed and Do believe Lyndon and
Reasons of Such Your —

To Thereof and } 5th Look at the Copy Bill of
Witnesseth } Sale
to You at this time of Your Examination Marked A
ting to be a Bill of Sale of the premises in Question made
from Garnsfarrerran alias Myself and to Langra-
gion, Did You or Did You not know and the
Then the whole of the Body of the Said Bill of
ent of Your own proper hand Writing Did you
and Know and the same by the Name and Garnsfar-
rerran alias Myself and Did You not Sign
You See him the Said Garnsfarrerran alias Myself
Left and Subscribe his Name as Such Witness
Name of the subscribing Witness and whether
each of their Proper Hands Staff and Subscribed
of their own proper hand writing and whether
farrerran alias Myself did Sign and Seal
and in the presence of any other person or persons and
Name delivered unto Langrayan the Deponent whether

90.

[illegible] D [illegible]

[illegible]

[illegible]

[

No 1

Translation of a Bill of Sale from a Malabar Language

of September 1778)

I Mayah dasi do of Chandrawarapah do

Cadatah Town do give this Bill of Sale for Ground to

Vegan Moodaly Son of Ooloy Soobrawarayah Moodaly Inha-

to say my Garden is situated on the East side of Compadee

South side to Moodaly Gardens West, North side of the Ooloy

-ya Garden, and North side to Mun a Moodas Garden this

Garden is included with Mangetrees, Palmira Trees, Fruit

tree, Water, Land, Well Tank and all the Appurtenan-

-cing thereto / which I sold to you for the Sum of Fifty

Three and Twenty four Pagodas and I do warrant

the Premises as being in favor of any further Claim

and Encumbrance and I have received the said Sum

Garden you Both enjoy and Possess the same and I will

not nor any dispute to the same nor cause any dispute any

happen to the same Sum to settle the same unto you

you, further whom the Moodlay Bill of Sale made and

Sign to the same and Seal one half of the Cadjan

Said Deed I do to Signed Moodlay by my Hand

Witnesses Mayah Canny Moodaly by my Hand

Coroo Sadrayen Moodaly, by Mun Moodaly Signed

Chinnawarayen Coroo Sadrayen

Witnesses Signed

Canna Vaccarandee

Coroo Sadrayen

Moodaly Signed

A Translation of the above from the

Malabar Language

Sadrayen
Interpreter

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Exhibited in Court
Examined by Clerk

Is the Annexed Copy
Examined Copy of the Complaint of the 6th April 1783 —
James Taylor
Esq.

The Exhibit Marked A mentioned in the Deposition of Mrs
Elizabeth Thomas taken upon Oath at the Separate Room
at the Exchequer before me on the part of the Respondent
in the Cause Depending in the Middle Tier Court
of Chancery Wherein Jane Coty Spinster is Plaintiff
and Samuel Lewis Anderson is Defendant on the 31st day
of October 3rd day of November Anno Domini 1784 —

Richard Singleton
Clerk

Sworn By
James Taylor
Esq.

No 2

Translation of a Certificate in favour of Shaick Mustapha
Son of Mahomed Hussain

We Pullapah Tongah Comapah Nundiyah and
sons Ryots / Tenants / Cultivators of Land and Inhabi
Purgunna of Mulapauer Sirkar Soubah of Hyderabad have
Our own free will and consent delivered to Shaick Mustapha
Small Quantity of Land not included in the Comp
Revenues agreeable to his Request that he and his Child
Posterity may dwell in the above said place and pray for
long Continuance and increase of this Majestys Empire
the M. Rubyul Awul Hegera 1162 or A D 1749

The above Land is Situated as follows
On the East by the
Bustle Tope of Mullary
a Christian
On the North by the Rivers

On the West by the Land
of Pariar Village Hamapatta

On the South by the Land
of Mere Hussain

Has Signed by all the above mentioned Inhabitants the Ryots
or Peasantary of the Majer aforesaid and is Sealed by the above
place whose name is not discernable

Mere Sunnabeen

David Ross
Persian Translator

Examined Compared and Carefully Collated with the Original
Delivered in the Hobble Mr Majors Court of Wardship
attested to be above Copy the Seventh day of
Court of the 18th April 1793

Thomas Legge
Majr

This Exhibit Marked A was shown to [illegible]
by [illegible] at the respective times of their Examination
on the part of the Petitioner in a Certain Affair Depending
pending in the Worshipful the Mayors Court of Madras
patnam Wherein Sarah Lady Pullah of [illegible]
-ter in Petitioner and Edward Lewis Anderson [illegible]
habitant is Respondent on the 5th Day of April 1782.
of July Anno Domini 1782. —

he doth not know the Respondent Conrad Lower [illegible]
this affair — And more Saith not to this Interrogatory

2d To the Second Interrogatory this Deponent saith that he
informed of the Matter mentioned in the Interrogatory
and this Deponent saith that he did know Pennington
Boreedorge of the Petitioner and Barnes named, Esqrs in
saith Second Pennington was dead and that he was about
years past and this Deponent saith that said Penning
was his own Brother during his life time, and this Deponent
the whole of the Town used in dispute was the right
by [illegible] and the Boreedorge of the Petitioner
and this Deponent saith said Pennington was in Possession
Brother of said Mans Said and that the said Mans died
vested of said Premises at the Death of the Brother about
Nine Years Past, and this Deponent saith that said Penn
was first Mortgage to the said Brother
by the Brother of said Mans Said about four
this Deponent saith that the said Penn
ving Small Sums on said Mortgage to the said Brother
the said Mans Said and about Mans Said till [illegible]
Six hundred and ten Pagodas and this Deponent saith
by this Death of the Brother Pennington
said Mortgage as Heir to his Brother and the Deponent
at the desire of the Brother Pennington paid the
Sum of Six hundred and ten Pagodas and
Pagodas Interest and this Deponent saith that by
was in possession of said Premises at the time [illegible]

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Deponent saith that he Left and Kept the Pursuit
aforesaid in Pursuit of the Indians upon the North
side of the Ground and that he and his Company Further Pursu-
ed Said Enemy arriving on said Premises for three fourteen
days and that during the Annual Pursuit was Sixty Eight
Days and one Hour Forty Pounds Ten Weight one Fifty Pounds
and Deponent saith that he and Petitioner Paid the said Por-
ters for Eighteen Shillings and Ten Pence with the
Provisions Four Fifty Pounds Pursuit for the Part thereof
and Deponent saith the Petitioner Paid said Part Taken and
Petitioner has Traded During said Pursuit about Four Years
before the Deponent saith that afterwards he Purchased said
Pursuit and Paid Down to one Whitegrass and Branch and that
Deponent saith that at the time of taking the Petition the Petitioner
was in possession of the Pursuit as he had purchased said Pursuit
as Said Deponent saith the Petitioner Paid Claim Lived Pre-
mises Mentioned in the before said Petition mentioned and that
Deponent saith that he knows the said Petitioner had purchased
Pursuit of Henry Hart and the Deponent saith that he heard
Petitioner Pay Granted the Petitioner a Deed of Sale of the Pre-
mises and the Deponent saith that he was Sent Pursuit
by the Cayen of Land Claim and he Another Name to Prove
what was the Petitioners and he four hundred Pounds
Weight which he Delivered on Account of said Premi-
ses Deponent and that he did not get any money
but the Commander Came to Cayenne who paid Peter
Eleven Pounds Eighteen Pence on Account of Petitioners Said
and the Deponent saith that after the Defendant Cayenne
Land

had paid said four hundred Pagodas to the Petitioner but
said only the Premises in dispute to Sangaragoo at which time
Bill of Sale of said Premises was to the Deponent by
and this Deponent saith that after Sangaragoo had paid
Mortgage due on said Bill of Sale being Eight hundred
two Pagodas he delivered the said Bill of Sale to this
this Deponent saith Mesa Said that the Petitioner
-on for the Sum of One Thousand two hundred and
Pagodas and this Deponent saith that the Defendant
yet paid the full Amount of said Purchase but is to
this Deponent Eight hundred & forty two Pagodas
of this Mortgage and that he said Mesa did
and that he was to pay the Remainder when the
of Sale of said Premises should be made out
-Davids name, and this Deponent saith that
the Petitioner had purchased of the said Mesa
in dispute and that the said Mesa said had
of Sale of said Premises and afterwards he
Mesa Said Secretary and the Corps
that the Petitioner wanted his money back
doth not know any thing of the dispute between
Parties — and more Saith not

Richd. Dighton

Exam.

3d

and that he hath or knows how Soon he shall have Sd
he doth and knows the Respondt Edward Shewell
in this Affair. — And more doth not to the Interrogatory

To the third Interrogatory this Deponent saith that he
knows the Disputed Premises in the Cause, and hath known
them from his Infancy and this Deponent saith that
he doth and knows and this Deponent saith the Petitioners
Lessee of said Premises being Sworn to the Petitioners
Saith not to this Interrogatory —

To the last Interrogatory this Deponent saith the Said
premises were the Property of Moses Ball and by
mortgage to Hallapark, and that the Petitioners
of said Garden and Rents & not for Eight Years
enjoyed the Rent and profits of Hallapark
said Disputed and Hallapark took the
Lot known and to this Deponent for the Rents and
terms and enjoyed Lessee of the Disputed
Premises were his Property and that
not to this Deponent for the Rents
turned this Deponent out of the Premises
this Deponent saith the above Interrogatories
and upwards — And more doth not to the

Richd Lighton Shewell Dft

Sworn

and that he doth know the Defendant Jean Gregoire and the C...
that he hath so known him for three months last past and
doth know the Petitioner Sarah Cosby Smith the wife of
that he hath so known him forty years or thereabouts and
doth not know the Respondent Edmund Louis Roberjot
this Affair — And more doth not to this Interrogatory

4. To the fourth Interrogatory this Deponent saith, that he
not know how long previous to the filing of the Petition
tion in this Cause he was desired to be a Mediator in the
in question but that about two years ago he was desired
the Petitioner to go to Guernsey for a certain thing with
whereas to settle the Matter in question between the
& Guernsey and this Deponent doth not know
Vincentnes went accordingly to Guernsey and this
Deponent saith that he found the said Guernsey
ferre the Sale of the Garden in dispute for which he had
ved some money in part from the Petitioner whereas
Petitioner the Money he had received from the said Petitioner
and the said Guernsey was opposed to certain things
which the Deponent informed the Petitioner and the
-tioner asked this Deponent what the said Guern
-sey would Return the money and this Deponent
he would return it on Mark and the Separation
Guernsey were and the money to the Petitioner
-roux and the Petitioner offered his said to the Mayor
desired Vincentnes to keep it and when he the Petitioner
back the Bill of Sale the said Guernsey has
how he would then accept of the money and this Dep
doth

said Deponent and afterwards on the same Day being sworn &
Examined Deposeth as followeth viz.

1st To the first Interrogatory this Deponent saith that he
knows the Complainant Cornwall Lewis Anderson and
and that he hath so known him for seven years last past and he
knows the Defendant Jungerman mentioned in the
so known him ever since his Birth and he doth know the
Manner Isaac Cody talked in this affair, and that he
known him twenty Years or thereabouts, and that he knows
the Respondent Cornwall Lewis Anderson in this affair
that he hath so known him for seven years and
not to this Interrogatory.

5th To the fifth Interrogatory this Deponent saith as to
and knowing to him of the Contents of this Commission
per creating Marked A purporting to be a Bill of
Premises in dispute in this Cause from
Myah Said to Jungerman that he did endorse the
Garnsfarnerman Alias Myah and did subscribe his
Name thereto and this Deponent did subscribe his name
a Witness thereto in the presence of the Complainant
cause Viz. and he does know the
Names thereto set and subscribed are of their own proper
hand Writing and the said Garnsfarnerman Alias Myah
did deliver unto Jungerman the Original Bill of Sale
said Premises in this Deponents presence and this
saith that the Paper writings in the Commission Jungerman
marked B and C are the Original Bills of Sale
read by the said Garnsfarnerman Alias Myah to

D

Affair with the Wife of the Respondent mentioned in Question [illegible]
said at the Office of Mr. Solicitor who is acting for the Petitioner by
employing Servants who also lodged in the House with the Petitioner
and Respondent and afterwards with the same Complainant
and Respondent respectively

4th To the fourth Interrogatory this Deponent saith that he
knows the Complainant Leonard Lawrence and
Owen and that he hath so known him for many years
and that he hath known the Petitioner Jane Lucy for
this Affair and that he hath so known him for
years, and that he hath known the Respondent Thomas
Hudson in this Affair and that he hath so known him
years aforesaid, and remembreth well the Petitioner

5th To the fifth Interrogatory this Deponent saith that
knowing touching all the Parts of the Complainants
Bill mentioned A Interrogatory he hath not any
or no direct or other Cause of Interest or Concern
Said to Interrogatory given, that he did serve and the Order
Sale and the rebels of the Body of the said Petitioner
the Deponents Own proper hand writing and he made
drew and he same by the desire and Consent of the
Servants also Myah Said, and he did see them the
Servants Thereof Myah said, and he did see them the
Name thereto and the Deponent did subscribe his
as a Witness thereto in the Presence of the other Witness

before the Examiner in the Court aforesaid

David Halliburton one of the Owners of this Honble Company of Merchants of England Trading to the East Indies aged Fifty Years or thereabouts — being Produced as a Witness in this Affair on the Part & Behalf of the Respondent sworn on the 27th Day of November 1728. before me Office of Mr. John Sykes who is Attorney for the Defendant

Examining my Servant who also Left him a Note of their Names Place of Abode of the said Deponent and afterwards on the Day being Sworn and Examined Deposeth as followeth —

1st To the first Interrogatory this Deponent saith he doth not know the Complainant Emanuel Louis Henriques Cause, and that he doth not know the Defendant Coja Sahak nither Cause, — And that he doth know the Defendant Coja Sahak in this Affair, and that he hath known him by Sight about Eight Years and that he doth not know Respondent Emanuel Louis Henriques nither Affair more Saith not to this Interrogatory —

4th To the Sixth Interrogatory this Deponent saith he being Sworn and Examined to have at this the time of his Examination the Original Persian Papers Marked C & D which Translations are Hereunto annexed with his Name Set and Subscribed Hereto as English Translations of the Persian Papers that Hereto and Papers Hereto being written in English Language are true Translations from the

Answer with Translation of these Papers to the Interrogatories and Depositions with part of the Interrogatories & Depositions with the part of the Papers bearing the Plaintiffs Name which by the ... on the Consideration had thereon This Court doth Order and with Accordingly Order that the Petitioners do Stand Dismissed with Costs to be paid by the Petitioners

Feb 18th July 1780

To the Worshipful the Mayor Court at Madraspatam

The Humbly Complaining Sheweth

That Whereas Subadars Comadoo Pursad and Ramdoo Lal Subadars Comadoo Pursad and Ramdoo Lal Subadars Dubash Pursad by their Attorney William Clark of the Subadars Hall Sircar also of the same Place Merchant duly Sworn Stands justly and truly indebted unto the Petitioner aforesaid in the Sum of Twelve Pagodas Current Money of the Coast of Coromandel Country of Great Bretain after the Rate of Eight Shillings each Pagoda the Sum of Eleven Pounds Sterling Money of Great Britain being the Balance of an Account Current Running in Book being Obligatory given and Granted by the said Subadars Dubash unto the Petitioner on the Seventh Day of June in the Year One Thousand Seven Hundred and Seventy Seven And whereas the said Subadars Dubash

Appointed Sworn and Sworn to Attorneys Also Power Clerks
Complaints and further to Hear to and Determine Grand Juries
Peace Sessions as to Bus Writs Certificate Licenses

Chas Steuart

Atty Comp

Translation of a Bond or Obligation Taken by the Hilar

Sookarayan Son of Vallapah Mandlem of this
this Bond to Cadaor Nattan Mandelliar of Madras
On my request Commission Merchant
received of You in the Year called Sick or 1774 Hundred
Rupees
1775 June 4th Received
22d Ditto
August 24th Ditto
Dec 8th Ditto
December 20 Lacqa Rs Sicca Rupees Hundred
Gross Rupees Hundred
Sangatha Ditto
Rupees Gross Ditto
1776 June 15 Rupees
of which exceeded 3 Pagodas three fanams and twenty Cash by
der of (17. 22.) Seventeen Pagodas and twenty two fanams
I promise to pay You or Order and to Interest
due thereon at the Rate of 12 p Cent per Annum Commencing
day I received This I do give this Bond by my Hand Witness
Fundation Mortah Mandelliar & Komaypachen Sangra
by their Knowledge drawn by Cave Gopal Signed Sealed
Witness[s] Signed
Mortien
A true Translation as near as can be from the Malabar
Language

Know all People by these Presents that I
Thomas Lockwood of Boston Yeoman
an Attorney Covenant Bearing date the Nine
in this present Year of our Lord One Thousand
Eight by these Sealed and Delivered
Executor Named with a Portion to the Last Will and
Worcester Hallmark late of Boston Distant in the
Nine Pounds and Twelve Pence Current Money
Now Know ye that the said Thomas Lockwood
as Executor aforesaid for a Valuable Consideration to
paid by William Clark of Boston Husbandman
Sealing and Delivery of these Presents the Receipt
the said Thomas and Substituting as Executor aforesaid
acknowledge Hay the said Thomas Lockwood
aforesaid have Assigned and Deliver and by these
Assign and Set over unto the said William Clark
Recent Current and Bind and the Money
aforesaid and Interest thereupon due and coming
become due thereon and all the Right and Interest
the same and every part thereof and the said Thomas
Thomas as Executor aforesaid for the Consideration
have made Constituted and appointed and by these
do make Constitute and appoint the said William Clark
Executors and Administrators true and lawful Attorney
and Attorneys Irrevocable for them and in their Name
the Name and Names of their Executors and Administrators
but for the Sole and Proper Use and Benefit of the said
Clark his Executors Administrators and Assigns

Mayors Court at
Madrasspatnam

Tuesday the 5th Sept.
Anno Domini

Present

William Webb Esquire Mayor
James Call — Edward Stroud
Alderman

Between [illegible]
[illegible]
[illegible]
[

1841

Whereas his Obligation bearing Date the [illegible] is Conditioned for the Payment of Two Pounds of this Lawful Money on the 1st day of [illegible] for the other to be Void as by reference thereto may more fully appear

Signed Sealed and Delivered
in the Presence of
Mathews Hawkes
E. Brouwer
Jno Sykes Jr.

B

Ensign Richard Hardin Administrator of the Estate of Lieut. Colonel Samuel Isaac Deceased

1780 To
January 26. To Cash paid Captain Thomas Hardiman for the Hire of a Negro Man during the Siege of Pensacola Dollars 100

To Cash paid Mr. Lewis Reade for Cloathing for the Negro Man by him for 1780 & 1781 as 60

To Interest on Ditto from March 1782 to 29th Dito 1782 as

Deduct Amount of Rent which Mr. Hardiman

Madras 29th March 1782

Errors Excepted
Jno Sykes Jr.
Atty for Ad. Exrs

person to Deliver unto for me to appear and me Name
and in my Court or Courts in the Island of
or Defendant in any Suit Action or Appeal for
of the Province aforesaid or elsewhere and
Sub Substitute and Appoint One or more Attorney
and Generally to Act and Perform all and Every
thing or things whatsoever requisite and
as fully as we Ourselves might or could do were we
present and were hereby Ratifying and Confirming all
whatsoever our said Attorney or his Substitute
procure to be Done and Executed by Virtue hereof
whereof we have hereunto set Our hand & Seal
Dated this 21st day of September in the Year of
1781.

Signed Sealed & Delivered
when no Stamped Paper was to be had
in the Presence of
Mathews Mendes
Gershom Myers

Jacob Myers
Wm Coffin
Jr Attorney

A true Copy
Test
Wm Coffin
Jr Attorney

Filed 18th June 1782.

(1)

The Answer of [illegible]
Hunter Administrator [illegible]
[illegible] the Bill and Amended Bill
of Complaint of Charlotte
Richard Johnson [illegible]
Hair [illegible] Johnston [illegible]
Mackenzie [illegible] Capt

This Defendant reserving [illegible]
[illegible] saving and reserving unto himself all and all manner
of [illegible] benefit and advantage of exception to the many untruths
incertainties and insufficiencies in the said Complainants
of Complaint aforesaid for answer thereunto or unto such
thereof as he this Defendant is advised is material
to make answer unto answereth and
that he this Defendant is and was at the time
of the Testator in the Bill named
the Deceased in his last Illness [illegible]
said London and Colonel [illegible]
Court for Letters of Administration and on the
the same before the Honble Prerogative
under that Authority he this Defendant
of all the Personal Estate Goods Chattels
the Deceased and Colonel [illegible]
[illegible] and this Defendant further

and the Deceased after before the time of the Death of
Lieutenant Colonel deceased there ... the Petitioner
further saith that having only taken upon himself to
apply to this Honble Court for Power to take out
Letters of the Effects of the Deceased in the East Indies
and with a View securing the Estate and Effects
of the Deceased from Bombay and where the
Deceased very soon resided at this Presidency ... the
Petitioner is advised true and perfect account of the
Estate before this Honble Court for the satisfaction
of those Interested and doubts and but the said Petitioner
be able to adjust and settle all Accounts with the Estate
this Estate of the Deceased to their Satisfaction there
not in the Power of this Defendant to prevent many
Persons made upon here and accounts from
recalled and Bonds which have the Effects of the
to Act ... until the Arrival of the said Executors
to the Deceased and Administration ... with the Will
the Deceased his Affairs will be further able to settle
relative to the Estate than the Defendant ... any
whatsoever.

All to the end aforesaid Petitioner
is ready and willing to come to such Reasonable
such Manner and form as this Honble Court
direct and humbly prays to be heard upon
this Honble Court and Charges and

due to the said Complainants Charles Coyles and Ann his Wife
and the said Complainants Sisters and by their said Father
the said Defendant as Administrator aforesaid ought to
be and Appear before this Honble Court &c to answer the
Bill of Complaint whereupon the said Defendant being
Summoned did appear by his Attorney and accordingly
Day of June in the said Year of our Lord One Thousand Seven
and Eighty Two file an Answer to this Honble Court &c to which
Answer and Proceedings Remaining on Record reference
being appear--

But now so it is may it
Honble Court before any further or other Proceedings
in the said Cause the said John Sykes Esquire Defendant
the said Suit and Proceedings hereof did not bring his Bill
John Sykes Letters of Administration of all and singular the
Rights Credits and Effects of the said Deceased have been
Orator by the Kings Ordinary in this Honble Court &c
Instituted and hath taken upon himself the Execution
thereof To the End therefore that the said Bill and Answer
as aforesaid may stand Revived against the said Defendant
be in the same plight State and Condition as they were
of the abatement thereof

May it Please this Honble Court
unto Your Orator as Administrator aforesaid a Subpoena
under the Seal of this Honorable Court directed to the
Warden commanding him to be and personally appear
Honorable Court at a certain time and place to be limited
provided by this Honble Court then and there to
answer the said Bill and Proceedings thereon

and Effects of Samuel Sears Deceased Enfield and that
Five Thousand Nine Hundred and Sixty Two Star Pagodas 29/32 Ps of Pagoda
Seven Fanams / Star Pagodas 29/32 Ps of Pagoda
Fostered as more is or shall hereafter become due thereon
Payment is made also all Costs of this Suit

Yours &c

and that he may be Ordered to pay unto Your Petitioner the
sum of Fifty eight Pagodas with Interest thereon
hereafter may become due Your Petitioner shall Ever pray

May it Please this Honble Court to Grant
Mordecai Cheby to be summoned & Ordered by the Sheriff
of Madraspatnam and the Deputy Sheriff of
George Town &c to Cause him
to be and appear before this Honble Court at a Certain time
to be by this Honble Court prefixed and Appointed then and
Answer this Your Orator Bill of Complaint and further
to and abide by such Order and Decree therein as to Equity
shall seem Meet

Mordecai Cheby

To 3 Pieces of Muslin Sold and Delivered you
at 7¼ Pagodas p. Piece ... Pags

Madras 12th May 1782 E E

To all People to whom these Presents shall come
Whereas Mordecai Cheby of Madras Merchant is
Dated the Twelfth day of May One thousand seven
Eighty two stands Indebted unto ... Esquire
of the same place Merchant in the Sum of
Eight Pagodas Current Money of the Coast
that the said Joseph Cheby

Filed 20th Augt 1782

Filed 3d Sept. 1782.

The Answer and Exception
of Edward Archer Esq.
Complainant to the
Bill of Complaint of
Richard Ellis Esq.
Defendant

The said Defendant now and at all
hereafter saving and reserving to himself all manner of
Exception to the Uncertainty and Insufficiency of the said Bill
of Complaint for Answer thereunto or unto so much thereof
as he is advised is Material for him to make Answer unto
He Answereth and Saith That all and every the Matters and Things
by the said Bill of Complaint alledged and charged
are certain and True to the Best, Certain and Perfect Knowledge
and Remembrance of this Defendant, and this Defendant
Answering unto the said Bill of Complaint as he is advised
and Believes he is bound to do, Answers and Saith That
by the Articles of Agreement in the said Bill of Complaint
mentioned and Set forth, this Defendant did Agree to
Purchase of the said Richard Ellis Esq. Complainant
the Tract of Land in the said Articles of Agreement
mentioned and Described, and to pay for the same
the Sum of Two Thousand Pounds Current Money
of Virginia, and this Defendant hath Paid to the said
Complainant the Sum of Two Hundred Pounds
Current Money of Virginia, and this Defendant
hath Paid to the said Complainant the Sum of
Two Hundred Pounds Current Money of Virginia
in Part of the Purchase Money for the said Land
and this Defendant hath Paid to the said Complainant
the Sum of Two Hundred Pounds Current Money
of Virginia

Interrogatories

Defendant

On the part of the

Complainant

To all the Witnesses } 1st Do you know the Parties Complainant and
the Title of these Interrogatories named you or either and which
long have you or knowe them or either and which of them
the Particulars at large according to the best of your Knowledge
Brance and Belief and the Truth Declare

To Veltamore Pappan } 2d Do you know have you heard or have reason
matter and thing touching the Dispute and Controversy
the Complainant and the Defendant or the said
stated Named in Your Bygone know have you heard
formed and how and by whom, whether the Defendant
some time either Month of May One Thousand Seven
and Eighty two or at any other and what time for
what quantity of Wheat, If you know any
rate and price for every Sacke and to what Sum the
Amount. and whether the Defendant did or did pay
same or whether any and what Credit or Allowance
agreed upon for the payment of the said Amount and

Mayors Court at
Madraspatnam

In Britons Behalf
Betty Lyke Stamper
Esq Complainant
Betty Defendant

Depositions of Witness taken on the Part of the Examinant on this Court as followeth —

Vellamore Pappan formerly Resident of Pulicat Shroff Aged 26 Years Inhabitant being produced as a Witness East of the Complainant was on the 4th Day of February 1753 Office of Mr. Stephen Popham who is Attorney for the Defendant Shade of the said Defendant and afterwards on the same Day Carried Deposition as followeth —

1st To the first Interrogatory this Deponent saith that he the Complainant Peter Britmarch Betty on the Coast hath to knows him for four or five Years and that he know the Defendant Mostell Betty on the Coast so knows him One Year or thereabouts — and more to the Interrogatory —

2d To the Second Interrogatory this Deponent saith that of matter touching a dispute and Cause of Action between Complainant and the Defendant in the Suit aforesaid that the Defendant is some Sum in May last sixty pounds one Thousand seven hundred and Eight by two promissory from the Complainant with the Suit aforesaid Interrogatory

Isaac Vencata Shellum of Main Street in the Complt
60 Years or thereabouts — being produced on his Oath in the Cause
of the Complainant was on the 7th Day of February 1723 depos'd
of Mr. Stephen Popham on their Attorney for the Defendant by
Servant who also left him a Note of the Hours & the Sum to
the said Deponent and afterwards on the same Day being exam-
-ined Deposeth as followeth —

1st To the first Interrogatory this Deponent saith that he
Complainant Peleg Rathbone Esqr is more than
60 Years of Age and that he
do known him twenty Years or thereabouts — and that he
know the Defendant Mr Mitchell Cheesly mention
in the said Interrogatory — and that he hath so known him Nine Months or thereabout
& saith not to this Interrogatory —

3d To the third Interrogatory this Deponent saith
knows of no Matter touching the dispute & Con-
-troversy between the Complainant and Defendant mention
Interrogatories named, that he did on behalf of
plainant demand, from the twenty fifth day
Sept or twenty eleventh of June following one thou-
One Thousand Seven hundred and Eighty two
the Defendant another Tale of three Interrogatories
Sum of fifty eight Negroes for the Remainder
Price of Master purchase of Plaintiff Complain
Defendant who did not keep the same alone
as he so demand of, or any Part thereof, but
did deny by putting himself from Day to Day
of discharging the said Remainder of fifty eight Negroes

the presence of the Attorney for the Complainant & the
the Defendant having Declined stating for reasons that
of Thomas Jones of Service of Subpoena to hear the Com-
with an Account & Copy of an Agreement annexed &
General Answer, The General Replication, The Gen-
The Interrogatories and Depositions in the Pro-
On Hearing the Pleadings Read and Argued
the Complainant's Bill dismissed with Costs
doth think fit to Order & Decree & doth accordingly
Decree that the Defendant do pay unto the Com-
full and Just Sum of fifty eight Pounds Eighteen
Sterling Money together with such Interest as may
ter become due thereon until full Payment of the
Costs of this Suit.

Hue

Feb 15th April 1783

Extract from the Minutes of a Court Held at the Town Hall
Tuesday the 8th day of April Anno Domini 1783

Present

William Webb Esquire Mayor
Edwd Jerrow & Thomas Coghlan
Aldermen

Meigah Howard by his Attorney Dominick Ellender
vers
Imaloodeen

The Attorney for the Defendant prays that the Cause may
be Heard on Tuesday Next — Ordered Accordingly —
Attorney for the Defendant to have the Complainant's

Filed 24th Decr 1782.

To the Worshipful Justices
Court at Montpelier

Washington Kingdom
Ls Attorney Plaintiff in
a Plea of Debt
for the Use of the
Said

The Affidavit of Duluth Clark

This Deponent Maketh Oath and Saith that the
Defendant Stands justly and truly Indebted unto the Said
in the full and just Sum of One Thousand Eight Hundred
and Thirty four Spanish Current Money of Mexico Dollars
which this Deponent do believe that the aforesaid Defendant
to Report the Jurisdiction of this Honble Court

Sworn Before Me at Plainfield in Coos the 24th
Decr 1782

Duluth Clark

Jos Bowman Justice
Peace

Endorsed Affidavit
Filed January 2nd 1783

the Sum of Seven hundred and Twenty four Pounds Nine Shillings
Sterl, as well as fully and duly to Enjoy the Lands &
Premises Devised for the Augustus of the Testator Will & for
Prayer may be rendered as part of the Same Estate which Prayer
Against of such is as Your Orator further and more fully
over Your Orator shall by the Worshipful Court be Ordered &
Orators further Shewth unto this Honble Court that the
due unto Your Orator as Devised Executor of the
said Eight Hundred and Ten Pounds and Sixty four Shillings
Mayah Jamaldeen Lakhmetan both owing me for Loan from the
unto Your Orator or unto any one for Your Orators Use without
any part of the said Sum of One Hundred Eight Hundred
and Sixty four Shillings Your Orator further Shewth unto
Court that on the Ninth day of the Month of December
Year of Our Lord One Thousand Seven Hundred and Ninety
Executed unto the said Dulamth Callandar of Bombay
and Inhabitant an Assignment of the said Sum of
the money thereupon due and owing and unpaid may
Owing thereon and for the Consideration therein
the same and every part thereof and Your Orator has
Executor and appointed the said Dulamth Callandar
Administrator and Assigns, to be Your Orators true and
Attorney or Attorneys irrevocable for Your Orator and in
Name and on Name and Names of Your Orator
Executor Administrator and Assigns, but for the sole
use and Benefit of the said Dulamth Callandar, his
-tors, Administrators and Assigns, to Ask Require Demand
recover of the said Mayah Jamaldeen, his Heirs Executors
Administrators

set forth and alledged as fully to all Intents and purposes as if the same were here
fo to all Intents and purposes as if the same were here
Repeated and particularly Interrogated and that he may
Decreed to pay unto Your Orator the said sum of One
Eight hundred and Ten Pounds and Sixty four Pounds
all Interest that now is or shall hereafter become
and all Costs of this Suit

May it Please the Worshipful
Court the said Mayor Jno Dorsett Summoned
by the Sheriff of Fort Augustus George Town & Hamilton
and the District Sheriff personally to be & appear
this Worshipful Court at a Certain Time and Place in
Worshipful Court personed and appeared the Defendant
Answer this Your Orator's Bill of Complaint and fully
to stand to and abide by such Order and Decree Hereon
this Worshipful Court shall deem Right and Just.

24 December 1782

This Bill was shewn to me on the Day
of Adjournment and the Complainants
Atty having made Oath to the Justness
of this Debt & that he has Reason to believe the
Defendant will abscond from the Jurisdiction
of this Worshipful Court on hearing this Bill exhibited
against him let a Summons Returnable immediately & Warrant of Arrest Issue

Wm Webb
Mayor

To all People to whom these Presents shall come Greet
Whereas Meyah Sarnaldeen of Madrasputnam Inhabitant
by the Ballance of an Account Current Bearing date the
of December with the present Year of Our Lord One Thousand
dred and Eighty four Rands Stands debited unto Meyah Ha
Madrasputnam aforesaid with the Sum of One Thousand
dred and Ten Pagodas and Forty four Fanams only
Current May appear and whereas Sumroon Pursand
said Meyah Hamed on the said Account Current the Sum
said Eight hundred and Ten Pagodas and Forty four
King in Sterling Money of Great Britain at the
Shillings for every Pagoda the Sum of Seven hundred
four Pounds and six Shillings or thereabouts Now
that the said Meyah Hamed for a Valuable Consideration
hand paid by Pulandi Cattan of Madrasputnam
Inhabitant at or before the Sealing and Delivery hereof
Receipt whereof the said Meyah Hamed Doth
he the said Meyah Hamed hath Assigned and
these Presents doth Assign and release unto the said Pulandi
Heirs the said Account Current and the Money thereupon
owing and which may be owing due and owing thereon and
right and Interest of him and His Heirs and every part thereof
said Meyah Hamed for the Consideration aforesaid hath
stitute and Appointed and by this Presents doth Make
and Appoint the said Pulandi Cattan his Heirs Executors
Administrators, and Assigns his true and Lawful Attorney
Attornies irrevocable for him and in his Name and stead
and Names of his Heirs, Executors, Administrators and Assigns
for the Sole and proper Use and Benefit of the said Pulandi
Cattan

Translate as nearly as may be the Note of Hand and Memorandum
Meyah Hamid Bin Son of Mahomed Memorandum from Meyah
which were read faithfully to the Interpreter

I the under written Meyah Hamid do hereby
Ledge to be indebted unto James Low Esqr the
the Sum of Two Thousand & three Hundred Dollars
Spn being the Ballance of the Account this day
and the said James Low from the Settlement
ment of the said Account, payable unto him or
shall become due thereon at the Rate of 12 p Ct
the Condition of the Payment of the said Sum shall be
Firstly that out of the said Sum the Sum of Ten
Pagodas shall be paid on Account of Expences
Carried Price thereon
Secondly that the Remainder Sum of Two Thousand
with Interest thereon is proposed unto the said
Quantity of Copper from an English Ship
Jealous called the Mermaid Bo Ly now
at the rate of Twenty Pagodas Pr Candy Agreeable
the Price of the said Quantity of Copper amounts
of 2050 Pagodas with Interest thereon from the
shall pay unto the aforesaid James Low Esqr
Bond shall be of No Effect and Void otherwise
provide unto the said James Low his Heirs
and Exrs or Ady Money as Gunny at the
rate of Twenty four Pagodas Pr Candy Agreeable
Four hundred & fifty Pagodas and the Interest

Natchitoches Louisiana November 2nd Septr
2nd Bill of Complaint exhibited for Recon Summons
issued thereon to this Defendant as directed that the
Complt have Process made to the Defendant
with such Stock that he absolutely denies to the
the Complainant as therein set down & that
Hundred and Ten Pagodas and thirty four
Money of Madras as is mentioned & set forth in
plaints Bill of Complaint and the Summons
ents Annexed or in any other sum or sums of Mo
ever but on the Contrary this Defendant doth
plaintiff Stands really and truly indebted
Defendant in a Considerable sum of Money
Complainants Bond or Obligation for payment
ved the sd Defendant would have filed a Cro
said Complainant but as the Term of Sixty
pired the sd Defendant cannot adopt that
which therefore otherwise prevents as
Case. That Defendant further Answering
to have Received of and from the Complainant
of Money Charged by the Complainants Bill
Annexed to his Bill of Complaint but the
that after the Receipt of the said Summons
dant and the Complainant did on or about the
day of August in the Year of Our Lord One Thou
Hundred and Eighty two Settle and Adjust the
upon the Settlement of their Accounts there
and Three Hundred Pagodas upon

upon such Settlement of Accounts between them the said
of August last past and the Sum charged to be due upon
which he alone hath received and to have given due Credit
made with the Monies which came to his Hands
further answering saith that he is not able to set forth
the Complainants Demands otherwise than
payment of the Ballance found due upon
stated and adjusted between the Complainant and
and at the same time making Oath to the truth
Debt and that the Defendant was about to depart
tion of this Court and thereby delaying satisfac-
Immediately and Warrant of Arrest to apprehend
of this Defendant because this Defendant had
he never was done with or else Does Refuse
Reputation and Character and to injure him in
of his many Correspondents who have large Sums of
fendants Hands and by these Means to do him the
greatest Wrongs and Injury Which this Complainant
that he humbly hopes it will be Lawful for
Court by which he does hereby offer himself ready
he will in due time produce as this Court shall
Record or which has relation to the Cause
required and necessary to be

All which Matters and things
Defendant is ready and willing to aver and maintain
How[illegible] this Court shall direct and humbly pray

Mayors Court at
Madraspatnam

Tuesday the 22nd of
June Anno Domini

Present

William Hall Esqr Mayor

James Call Edward Stevens

Aldermen

Peter Perkins Esqr
by his Attorney
Mr Hodgkinson
Complainant

Ann ye Relict of
Mr Thomas Pearse
Defendant

This Cause coming on to be heard
Day in the presence of the Attorney for the Complainant having Read the
Affidavit of Thomas Lord of Service of Subpena
Complainants Bill with Copies for the Defendant
not Answered. The Defendants Answer not Sworn
Agreement Read Answered — Mr Stevens the Clerk
use of by the Attorney for the Defendant Ann and
Lid thereon This Court doth think fit to Order
doth accordingly Order and Decree that the Complaint
stand Dismissed with Double Costs of Suit

sidery such as to this Honble Court shall appear Agreable to
good Conscience To the End therefore that the said Connor
may upon his Oyath Saith full true and Compleat
answer may upon his Oyath Saith full true and perfect
make to all and singular the matters and things herein before
and alledged as fully truly and Effectually to all Intents and
as if the same were here again repeated and particularly
Said and that he may be Decreed to pay unto Plaintiff
forever Sum of One hundred and Eighty Nine Pounds
twenty Seven Shillings and Eighteen Pence with all
Cost as now is or shall hereafter Incur due from
Costs of this Suit.

May it Please this Honble
the Said Connor Vandarsdoma Plaintiff
and Required by the Sheriff of Said County
aforesaid and the Defendt thereof forthwith
appear before this Honble Court at Chambly
to be by this Honble Court prosecuted and Answer
thereto by Your Orator's Bill of Complaint
to Stand to and abide by such Order and Decree therein
Court shall deem Right.

Sworn Feby 1789

This Bill was shown to me between the
days of Adjournment let a summons
issue Returnable Next Court day.

Wm Watts
Mayor

Mayors Court at
Madraspatnam

Tuesday the 6 day of M
Anno Domini

Present

William Webb Esquire Mayor
Edward John Holland Englishman
Aldermen

Baburenta
of Madras Inhabitant Pag
and D Comadoo
Sirrama Pleads for Compl
Inhabitant Defend

The Defendant being in Court the
Court Ellis and acknowledging the Justness of the Compl
Demand — Hon Court doth therefore Decree
Decree and doth accordingly Order and Direct that the
shall pay unto the Complainant the said Sum of
One Hundred and Eighty Nine Pagodas twenty
and fifteen Cash/Star Pags 189 Pg. 20 Pc. 15 Cash/Star
dock Interest as more is or shall hereafter become due
vested full Payment is made also all Costs of this Suit

Hon

Relief such as to this Honble Court shall appear Equitable to grant
and Conscience To the End therefore that the said Defendant
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
purposes as if the same were here again Repeated and Re-
Interrogated and that he may be Decreed to Pay unto Your
aforesaid Sum of Three hundred Pagodas with all such
as now is or shall hereafter become due thereon
Suit.

May it Please Your Honble Court to Grant
Mesr Auzon to be Summoned and Appointed by the Sheriff
Saint George Fort of Madraspatnam to Serve the Defendant
Personally to be and appear before Your Honble Court
time and place to be by this Honble Court Limited and Appointed
and there to Answer the Premises Exhibited against him
Him to Stand to and Abide by such Order and Decree as
this Honble Court shall Direct.

The
11th September 1752.

This Petition Shewn to me in the
Days of Adjournment to Saturday
the Returnable Next Court Day -

Chas. Garrow
Mayor

To all People to whome these Presents shall come
or Mordecai of Madras Inhabitant sends Greeting
Bond or Obligation bearing Date the Twenty third Day of
was in the Year of our Lord One Thousand Seven hundred
Pagoda's of which is hereunto shortly to be
Pagoda and Sixth Coin of the same place Valued
Sum of three hundred Pagodas Current Money
in and by the Condition of the said Mortgage
may appear Now Know ye that the said
Sixth Coin for a Valuable Consideration to him
Domingo Johnson also of Madras Inhabitant
ing and Delivery of these Presents the Receipt
acknowledged Hath the said Sixth Pagoda
and Set over by these Presents Do assign
said Domingo Johnson the said Mortgage
and the money or Principal and Interest
and owing and which may become due thereon
and Interest of in and to the same and every part
Pagoda and Sixth Coin of the Consideration aforesaid
stated and appointed and by these Presents
appoint the said Domingo Johnson his
for their true and lawfull Attorney and Attorneys
the sole and proper use and benefit of the said Domingo
his Executors Administrators and Assigns as well
and Heirs of the said Mordecai his Executors
trators the Money due and to grow due on the said
or Obligation And on non Payment thereof to the said
Johnson his heirs Executors and Administrators

Mayors Court at
Madraspatnam

Present

Hilliard Veit Esquire Mayor
Hugh Maxwell and Edward Monckton
Aldermen

of Bonds which are in the said Plan of four Hundred and Eighty Two, whereas the said Davis Philippus Calandra hath lawfully left Administration or Assignment unto your Orator, Your Orator Heir Executor administrator or assignee, in the sum of Four Thousand five hundred and fifty two Pounds conditioned for the payment of the said sum of one hundred and seventy Six Pagodas or three Pounds per date thereof, with the Interest after the rate of twelve per the hundred by the year, as mentioned fully and at large by a Copy of the said Bond or Obligation hereunto to Inspection of this Honble Court, which your Orator may be admitted as part and parcel of this your Complaint, the Original whereof is in your Orator and ready to be produced, whereupon your Orator for this Court be thereto required. Your Orator further this Honble Court, that there are severall Interest for Principal and Interest upon the said Bond sum, the sum of one Thousand three hundred and Six pagodas, and the said Davis Philippus Calandra not hath any one for him paid or Caused to be paid unto any one for your Orator use, although the said sum of one Thousand three hundred and Eighty Six pagodas, though thereto required, your Orator further expired. Your Orator further sheweth unto this Honble hath frequently and in an Amicable Manner Applied from the said Davis Philippus Calandra the said sum of one hundred and Eighty Six pagodas and the Interest

Pretence so this

Condemned for the fragment of the sum of Three
hundred and twenty Pagodas or any other
sum of Money, in three Months from the date hereof
any other and what further with Interest after the
Rate of Ten hundred by the Years from any other
and whether by the said Denis Philippus Calandar
me for him, Mary and what Time or Times soever
unto Your Orator, or unto any other and what Person
for Your Orator's Use, any and what Sum or Sums
Account or in discharge of the said Bond or Obligation
he, the said Denis Philippus Calandar, should unto
Orator in the said Sum of One Hundred Star Pa-
-goda and Six Fanams or any other and
or Sums of Money and that by the said Denis
Lander, may be deemed to pay unto Your Orator the Sum
of One Thousand Three Hundred and Eighteen Star Pa-
Fanams with all Interest that may be or shall grow
after Twenty three Years after all Costs of Suit

May it please Your Honble Court
Cause the said Denis Philippus Calandar to be Sum-
and Required by the Sheriff of Fort Saint George
Madraspatnam and His Deputy thereof personally to
appear before This Honble Court at a Certain
and Place to be by this Honble Court for that
-ed, then and there to Answer Your Orator's

Complaint

Know all Men by these presents that I Davis Philippus
Calandar of Madras Merchant am held and firmly bound
Venaiga Moodeliar of the above place Inhabitant
Seven Thousand Four hundred and fifty Pagodas
das Current Money of Madras to the payment
and truely to be made to the said Venaiga Moodeliar
Executors administrators or Assigns I do hereby bind
my Heirs, Executors, administrators or Assigns firmly
this presents In Witness whereof I have hereunto
hand and Seal in Madras this Eleventh day of
One Thousand Seven hundred and Eighty two

Whereas the above bound Davis Philippus Calandar
and Received of the above named Venaiga Moodeliar the
Seven of One Thousand Four hundred and Seventy Pagodas
Current Money of Madras to run at Interest after
Cent per Annum payable in three Months and for
of the said Venaiga Moodeliar, his Heirs Executors
and Assigns the said Davis Philippus Calandar
by these presents doth Mortgage unto the said Venaiga
his House Bill of Sale sold him by John Lloyd Gregory
Mercht Town in Dimiyan Garret Street Calandar
pheal Cadrusse, which said House he the said Davis Phi
Calandar hath Mortgaged, sold assigned Transferred and
doth by these presents, Mortgage, Sell, assign, Transfer unto
the said Venaiga Moodeliar for ever, hereby giving and gran
said Venaiga Moodeliar, his Heirs or Assigns full power
to Enjoy and sell the said house as his own proper
his heirs the said Venaiga Moodeliar his Heirs or Assigns

of Madraspatnam Inhabitant Complainant

against Pedro Philippus Calandy

same place Inhabitant

Defendant —

It Appearing by the Records of this Court that the Usual Rules have been found for the Defendant to answer the Complainants Bill which he has Neglected and Refused to do The Court doth therefore think fit to Order and Decree accordingly Order and Decree that the Defendant do pay unto the Complainant the full and Just Sum of Two Thousand Three Hundred and Eighteen Pagodas and 10 Fanams / Pagodas 2318.10. / Together with the Interest as now is or shall hereafter become due thereon until full Payment is made also the Cost of Suit

J. Hoz

Fort St. George the 29th Nov.r 1781.

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining shewith

this Honble Court Your Orator Benjamin Cantoly of Madras Inhabitant And Maddew Aga Berry Calandar same place Inhabitant Humbly and truly Sheweth to your Orator in the full and Just Sum of Two Thousand

But now so it is That the said Plaintiff Pleases that the said Haddeus Aga Barry Calender doth Obstinately & wilfully refuse to pay the Same or to give Your Orator any Satisfaction touching the Premises Your Orator therefore for Relief sake as to this Honble Court doth appertain to Equity and Good Conscience To the End Haddeus Aga Barry Calender may upon his Corporal Oath Direct and perfect Answer Make to all and singular the matters and things herein before set forth and Charged Perfectly and Effectually to all Intents and purposes as if the same were here again Repeated And particularly that he may be Decreed to pay unto Your Orator the Sum of One hundred and Eighty Seven Pagodas and Seventy Fanams with all Interest that now is or shall become due thereon and also all Costs of this Suit

May it Please the Honble Court to Grant unto Your Orator the Writ of Subpoena to be directed to the said Haddeus Aga Barry Calender to be Commanded & Enjoined by the Sheriff of Fort Saint George Town & Marine Pattanam & Districts thereof, personally to be and Appear before this Honble Court, at a Certain time and place to be by this Honble Court fixed and Appointed, then and there to Answer the premises & Bill of Complaint, and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem

Thomas Jones

p. Atty for the Complt

I Promise to Pay to Pungunkum Chetty
the Sum of One hundred and Twenty Star Pagodas
Pagodas and twenty four Cash for Value Received of the
Same I Promise to Pay unto him or his Order the Same four Months
hence without Grace at the Rate of 12 p Cent p Annum as Witness
my hand this 1 June 1781.

Thondeman Appa Pongal

To the Honble the
Court at Madraspa

Between Pungunkum Chetty
-roly of Madraspatnam Inhabitant
and Thondeman Appa Pongal
dempliar Inhabitant Defendt

The Affidavit of Pungunkum Chetty
Made by

Who Deponeth & Saith that he doth Know the above
Defendant Thondeman Appa and truly & Justly owes unto
ment unto the full and Just Sum of One hundred and Eight
Pagodas and Twenty four Cash Current Money of Madras
he this Deponent has Reason to believe that the above
fendant is about to Depart the Jurisdiction of this Court

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

Pungunkum Chetty

Soobanoyeen
Interp.r

Thomas Lee
Atty for Compt

Thousand Seven Hundred and Eighty Six and the
of the Settlement Commencement of the
One hundred and Ten Pagodas and another Sum
of Pagodas Fifteen by Annuity the Complt
for the term of Three hundred and Seventy years
Seventy three Pagodas in his Account Current Annexed to the
Complaint one hundred and Seventy five Pagodas Twenty
and forty five Cash which the Defendant was entitled
Petition and Belief that the said Account was settled
the said Matter with the Defendant by the said Cottur Ponnu
who has since Declared on the Decease of Annuity Person
he the said Cottur Ponnu and Petty Thirumalpa by Petition
present respectively Required of the Defendant to make the
heard on Account of the Balance of the said sum of Three
and Seventy Pagodas in the Name of Annuity Person deceased
to the fourth witness of the Defendant Appointed Commissioner
Thou Present to Execute declaration or Affidavit which the
rightly did and as Annexed thereunto So the Defendant
doth that the said Seventy Pagodas in the Account
received some of the said Sum of Three hundred Pagodas
as before Credited in his Name for the Sum of One hundred
Two Pagodas and of the same Sum with Interest on
the Note of Hand by the Defendant executed to the
Complainant for the sum of One hundred and Seventy
Pagodas Seventy three fanams and Seventy five Cash
and disclaims any Right or Interest thereto and that
has nothing to do with the said Note of Hand executed to
as aforesaid And the Defendant further saith that he

Know all Men by these Presents that we
[illegible] are held and firmly bound unto
the Governor of the Province of New York
in the Sum of Five Hundred Pounds Current
Money of the Province aforesaid to the Payment
whereof well and truly to be made we bind
ourselves our Heirs Executors and Administrators
jointly and severally firmly by these Presents
Sealed with our Seals and dated the 29th day of
April 1782.

The Condition of the above Obligation is such that
if the above bounden [illegible] Executors
Administrators or any of them shall and do well
and truly pay or cause to be paid unto the above
named Governor his Executors Administrators or
Assigns the full and just Sum of Two Hundred
Pounds Current Money aforesaid on or before the
first day of May which will be in the Year of our
Lord One Thousand Seven Hundred and Eighty
three without Fraud or Delay Then the above
Obligation to be void and of none Effect or else
to remain in full Force and Virtue

Sealed
Signed
Sworn before me
Wm Gilbert
Mayor

C

Dr. Thaddeus Agapeery Calendar ..... Cr.

1780								By Cash paid to Permaul Chitty		20	10	-
aug.t	6	To the Amount Note to Coelur Permaul Chitty of this date			270	-	-	By Dr. drawing Petition		1	-	-
		To Interest on Do from 6 aug.t 1780 to the 31. May 1781 is 9 mos 25 d.s			17	33	25	By Dr. Note of hand from You to Sattu Naidoy Chenatchelle Nowick		110	-	-
								By Dr. Pagoda Chintamy Moodly		176	23	25
		Pagodas 288			287	33	25	Pagodas 288		287	33	25

Errors Excepted
Ag Dis Pur
Ag Comp.t

Translation

[illegible]

Madras the 6th of January 1782

[illegible]

I.D 20th May 1782

[illegible]

This Replication [illegible]
reserving unto himself all and all Manner of Advantage
of Exception that may be had or taken to the Many Imp
and Manifest Insufficiencies and Imperfections of the
said Answer Contained, for Replication Wherewith or
thereof, as this Replicant is Advised is ready to Prove

but that he the said Defendant would forthwith pay the
aforesaid Debt and Costs to the Complainant, upon
said Oliver Bernard Batty. And further upon the
Defendant to undertake and become accountable for
the, the said Oliver Bernard Batty's Debt to the Com
manner proposed, to accept such an Agreement as a
aforesaid Debt. This Complaint further saith, that on
the said second or third day of the Month of June, which was
of our Lord One Thousand Seven hundred and Eighty
said Oliver Bernard Batty, and the Defendant upon the
Hand of the said Defendant for the said sum of One
and Eighty Seven Pagodas and Twenty Five Cash, payable
Months from the date thereof, a Copy of which
Complainants Bill of Complaint and hereunto
-unto in payment of his, the said Oliver Bernard Batty's
which this Complainant readily accepted and accordingly
mediately gave, and assigned unto him, the said Oliver
Batty, a full and absolute discharge of the Bond
-nard Batty's Debt. This Complainant further saith that
expiration of the two Months specified in the Bond
as the time limited for the payment thereof, he the Com
his Servant to the said Defendant with the said Bond
to demand payment of the Bond thereof, which the De
-fendant said he was unable to do immediately, but that
discharge the same in a few days; This Complainant further
that he repaired by sent the said Defendant his Ser
-vant for Payment, and was repeatedly put off from
to time by dilatory answers and evasive excuses, which

any other or further Reply thereto

And the said Matters and things

it ready and willing to hear, Minister, and the

Honble Court shall direct, and Humbly prays

by his said Bill of Complaint he hath shewn

Thomas

Attorney for

Sitts 4th June 1782

The General

Assembly of the

Confederation

The Defendant Benedict Arnold

after having and Reserving to himself all Benefit

and Advantage of Exception to the many Errors

Uncertainties and Insufficiencies in the Complainants

said Application Contained for Answer

thereto or to so much thereof as he is advised

to be good Certain true and sufficient in the Law to

make an answer unto Answereth and saith

that he will not Demur to the Complaint

the Matters and things Contained in the Application

be good Certain true and sufficient in the Law to

make an answer unto Answereth and saith

thereby Set forth and alledged and that the said Complaint

Set forth the foundation and Cause of Complaint
Lodge Summons and Complaint and the Exhibits
In Lakhanpaul. 2d Do you know, have you heard or been informed
and
Shaik Abdul matter or Thing in any wise Relating to the Matters
Bozack in this Cause between the Complainant and Defendant in
these Interrogatories Named. If you Look at the Paper
Now produced and shown to You at this the Examination
hereof, Marked with the Letter A. purporting to be a
note of Hand. said to be given and granted by the Said
to the said Complainant for the Sum of Rupees therein
such Paper writing signed mentioned and whether you
and by whom, & was your acknowledging Writing to the Signature
hereof, and as your Name, and the subscribed
thereto of your own Hand writing? and do you know the Hand
-ting of the other Witness thereto? and is the same signed
set and subscribed thereto of the proper hand writing of
Witness? and did you see such Witness sign and subscribe the
Name as a Witness thereto? Set forth the Particulars
-cording to the best of your Knowledge Remembrance and
and the Truth Declare —

In Letter 3d Do you know, have you heard or been informed
Personal Chitty
Jamadar or Know or any wise Relating to the Matters
in this Cause between the Complainant and Defendant
of these Interrogatories Named? If you Know, State you
and what time any and what Foundation or Complaint
Complainant in the Title of these Interrogatories Named
you did you at any and what time Expostulate or with the
subsisting between you and the said Complainant and what
any and what Balance due from you to the said Complainant
and in what Manner did you discharge, Expostulate or with such
Balance?

This Exhibit Marked A was taken in Open Court
Lachamanah and Sheik Ahmed Signed & Sealed
of their Examination before me in the Court of the Capta
in a Cause depending wherein Pugmanaben
Court as Madraspatam Widow Complainant
by Moodely of Madras Inhabitant in Complainants
Agaisnt Chinder of the same place Inhabitant Defendt
On the 22nd and 24th Days of July in the 22nd Year of his
Domini 1782.—

Mayor's Court at
Madraspatam

Pugmanaben Widow
Complainant
Inhabitant
Plaintiff
Chinder of the same place
Inhabitant
Defendt

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

Latchamanah of Madras Widow aged 24 years a Witness
produced & sworn Came in the Court of the Captain
the 24th Day of July 1782. Signified at the Office of the Mayor's Court
who is Attorney for the Defendant by Summons left

Mayors Court at
Madraspatnam

Between
Complainant
and
Defendant

On the Complts

1 Deposition of Witness taken on the part
by and before the Examiner in this Court appointed
Shaick Abdul Rozack of Madras Aged 30 Years
ward — being produced as a Witness in this Cause on the Part
plaintiff was on the 3rd Day of August 1782 Sworn & the
Mr Henry Dudley who is Attorney for the Defendant by Power
my Servant who also left him at Mode of the Plaintiffs
Mode of the said Deponent and afterwards on the Same Day
Sworn and Examined Deposeth as follows —

1st To the first Interrogatory this Deponent saith
doth not know the Complainant Pary
-tion by Name in this Cause — and that he
the Defendant Saddaus Ayaseny Calender in
and that he hath so known him five Years
and more Saith not to his Interrogatory —

2d To the Second Interrogatory this Deponent saith
producing and shewing to him at the time of his
Examination

Part of the Complainant was on the 22d Day of July 1782 Lyd Sworn
of Mr Henry Dudley who is Attorney for the Defendant by Examining
who also left him a Note of the Name Title and Date of the Instru-
ment and afterwards on the same Day being duly Sworn and Exam-
ined as followeth

1st To the first Interrogatory this Deponent saith that he was
the Complainant Lawful Attorney Constitutely Authorized
Cause, and that he hath as known him Fifteen Years and upwards
and that he doth know the Defendant Thaddeus Hyatt
in this Cause and that he hath a known him ever since he was
ber — and more saith not to this Interrogatory —

3d To the third Interrogatory this Deponent saith that he
of the Matters in question in this Cause and that from the
dealing between this Deponent and the Complainant
this Deponent and the Complainant had settled the Accounts
on the first of June in the Year of our Lord One thousand
hundred and Eighty One there remained a Balance due
Lord and Seventy five Pounds twenty four and eight pence
Cash due to the Complainant from this Deponent which
Deponent put off the Payment for some time and after
this Deponent told the Complainant there was some Money
to come from the Defendant in the Cause which he would
over to the Complainant and this Deponent saith that the Com-
plainant said he would agree to the same provided he could
signed by the Defendant and make out to his the Complainant
after he had delivered such Bond he took a discharge from the
Complainant and more saith not to this Interrogatory —

4th To the fourth Interrogatory this Deponent saith [illegible]

Defendant

On the part and behalf of the Pl

To all the Witnesses } 1st Do You Know the parties Complainant and Defe
in the Title of these Interrogatories Named or either of the
you? how long have you known them or either of them

To Agostinho de Cruze } 2d Was or was not Abdul Rozack indebted to you in
what Sum or Sums of Money Some time or about the
of June which was in the Year of our Lord One thousan
Hundred and Eighty? If Yea did or did not the Defend
Title of these Interrogatories or some time to the
wise to secure the payment of such Sum and Sums of
by the said Abdul Rozack to you so due and owing
the said Sum engaged to be paid and discharged or secure
Bond Note or Account by the said Defendant
Name executed, to You, or your own Name, or either
Names of any other Person or Persons on Your behalf Pa
and for what Cause and occasion and whether or no upon
special instance and Request or how? Did you ever
receive any and what Sum or Sums of Money from the
Defendant or from any other Person or Persons on his behalf
and who by Name or Names, and when and at what Time
Debt and Sum of Money, to your due and owing by the
Abdul Rozack, and as aforesaid Secured, or undertaken
paid by the said Defendant? Do you know how you have
been informed of any Matter or thing touching or
of and being Required from the Defendant on or
the Month of August in the aforesaid Year of our Lord

Know

Kinnepark ingsware or authority to settle the suppts
and Ballance of Accounts by taking the Said Lawful
in payment and discharge thereof and of your knowl
that the said transactions were or were not unfair on
the part of the said Nonnepark & Look all the pape
marked A now shown to you at this Hearing
matters or to any part thereof relating
proper hand writing, and did you or subscribe
your Consent and for the full consideration therein
is or is not the same to your certain knowledge
not the same by your intended as an acquittal
to the Defendant of the aforesaid sum of
-ving by the aforesaid Abdul Rozack and
-fendant had in the manner aforesaid
Her to your certain knowledge the aforesaid
Secondly the one in the Name of the Complainant
part given, were or were not given under fraud
payment and Satisfaction of the Accounts
Debts & Dispute to all the aforesaid Matters
best of your knowledge and belief

To Shake Abdul Rozack 4. How Do or were you not
of June 1780 indebted unto Augustus Long
in the proceedings in this Cause in any and what sum
and whether you did or did not agree, and by what
at whose instance, that the said sum should be
account with one Arthur Noonan or any other person
and whom? Do you know have you heard whom

Bill of

To John Scarrett Esq.r Master Attorney at Law of the Court of Chancery

Sitting in Saint Augustine in the Province of East Florida

Humbly complaining sheweth unto your Honour your Orator Thomas Hall of the Town of Saint Augustine in the Province aforesaid Gentleman that Agustinho de Cruz late of the Town of Saint Augustine aforesaid Gentleman in his life time and at the time of his death was justly and truly indebted unto your Orator in the sum of Three Hundred and Eighty Dollars and upwards for Goods Wares and Merchandizes by your Orator sold and delivered to the said Agustinho de Cruz at his request and for Money by your Orator lent and advanced to the said Agustinho de Cruz at his like request and which said Sum or Sums of Money the said Agustinho de Cruz in his life time and at the time of his death promised to pay to your Orator when he the said Agustinho de Cruz should be thereunto afterwards requested and which said Sum or Sums of Money your Orator hath often since the death of the said Agustinho de Cruz requested of Manuel Augustinho de Cruz Executor of the last Will and Testament of the said Agustinho de Cruz deceased but he the said Manuel Augustinho de Cruz Executor as aforesaid hath refused and still refuses to pay the same or any part thereof to your Orator

And your Orator further sheweth unto your Honour that the said Agustinho de Cruz in his life time and at the time of his death was possessed of a considerable Personal Estate and that the said Manuel Augustinho de Cruz Executor as aforesaid hath possessed himself of the said Estate and Effects of the said Agustinho de Cruz deceased and hath converted and disposed thereof to his own use and benefit and hath not applied any part thereof in payment of the said Debts due to your Orator as aforesaid

To the End therefore that the said Manuel Augustinho de Cruz Executor as aforesaid may be compelled to pay your Orator the said Sum or Sums of Money so due to him as aforesaid with Interest for the same and Costs of this Suit may it please your Honour to grant unto your Orator the Writ of Subpoena of our Sovereign Lord the King directed to the said Manuel Augustinho de Cruz Executor as aforesaid thereby commanding him at a certain day and under a certain pain therein to be limited personally to be and appear before your Honour in this Court and then and there to answer the premises and to stand to perform and abide such Order and Decree therein as to your Honour shall seem meet and your Orator shall ever pray &c.

Thomas Hall

Sworn to before me this 5th day of March 1784

John Scarrett

Master Attorney at Law of the Court of Chancery

Sitting in Saint Augustine in the Province of East Florida

Let the Defendant Manuel Augustinho de Cruz Executor as aforesaid of the last Will and Testament of Agustinho de Cruz late of the Town of Saint Augustine deceased come into this Court on the Second Monday in May next and answer the Bill of Complaint exhibited against him by Thomas Hall and in the mean time and until the further Order of this Court all Proceedings at Law against the said Defendant as Executor as aforesaid are to be stayed

John Scarrett

Master Attorney at Law of the Court of Chancery

Sitting in Saint Augustine in the Province of East Florida

And Eighty, upon Judgment & Retainder for the
same for the sum of Two Hundred and Eighty
Pagodas? If you why, and for and upon what
reasons or Consideration, are Your Own Bond,
account of any other person or persons and what
name, and whether the said note was obtained
by you or by any other person or persons and whom
when the said Note was delivered to you & by whom
after the execution thereof and what is become of the
in whose hands, Custody, power, or possession the
and what is become thereof. And whether the same
or not. Declare the same according to the best of your
Remembrance and belief

To Ditto 8. Do You know have you heard or believe
person or persons and whom, some time in the Month
Thousand Seven Hundred and Eighty one attempt
Defendant two certain Bonds or one for the
charge of the aforesaid acts of Land One for the
Hundred and Six Star Pagodas in the name of
Venkatachellum Naick and one for the sum of
and Seventy Six Pagodas Seventy Three Fanams and
Cash, in the name of Sargunakum Chinnatumby the
Complainant in this Cause, and on the 30th of Novem
named? If you, Declare whether the said Bonds were
Act and obtained by your Knowledge or Consent and
directly? and on what Account, and whether the Said
and Manner of Settling Account as usual and Cus
And whether you was indebted to the said Defendant
Venkatachellum

Chancellor by Mandelly in writ and the Bill of Plaint wh
which the Servant station is brought and further that the
Defendant deliver you the said two Note or Security
factions and payment of the Note of Hand, with Dam
mentioned for the Sum of Two Hundred and Sixty
Pounds? If so did you deliver up or offer to the
the said Note of Two Hundred and Sixty Pounds
the Defendant, And if not why not? Do you know
you heard or been informed upon what Consideration
said Note of Hand for two Hundred and Sixty
was given with the Name of the said Thompson
whether was the same assigned, to whom to
Thomas and Polly, to Receive the Amount thereof
Account, or on Account of any other person or persons
whom? And if you do not know, have not been
and do believe, that Augustus de Cruz with the privity
of this Cause named, is or did exit the Computer mentioned
whole of the said Note? Declare the Same as you
have heard or been informed and do believe together
the Reasons of such your belief.

To Ditto 5th 10. Has or has not Benjamin Thompson
Mordly the Complainant the whole Right Title
Interest in and to the said Note and every part thereof
If Yea for what Reason and Consideration and
given to him by the Defendant? Whether was the Com
mant privy to, and informed of the giving of the said

Shakeabdul Razack and } 12. Lokanka Papanna
Pilla Lutchamanaidoo }

proceed to You at the Instance of your Counsel

A. I am desiring to be an Interpreter between
Cruz to the Defendant and the Table of these Ex
Marked and whether you did or did not sell
your name or Mark to and which you
and did see the said Agreement do Cruz read
him or him to and whether he made Mark to
same Mark subscribed in said part of his name
writing Declare the same as you know be
Performed and do believe together with the rest
your belief

To all the Witnesses 13. Do You know of any
thing or have you heard or can you say touching
thing or Concerning the Premises in Question
and to the Benefit and Advantage of the said
towards and before which you have been depo
required unto after you Declare the same fully
large as of your knowledge Concerning
thereunto.

1

I have hereunto subscribed my hand and Seal the
Assigns Testimony the 28th and 29th days of Au

Signed and Sealed in the
Stamped Paper in the presence of
in the Presence of

This Exhibit D marked A was taken & filed
and Bills Taken and the Examination
nation before me on the Part of the Defen
depending in the Hon'ble the Mayors Court
wherein Tangavelloo Chinnatamby
Complainant and Abraham Agapey Callender
the 29th and 31st Day of August Anno

B

Translation

We the undermentioned Parties do hereby
Personal declared in the Presence of Mr
Agapey Callender to have given unto him
of hand for Pgs Pagodas and that he neither
to him nor said any mortgage by my Consent
account of the said Pgs Pagodas to any

D.r Thaddeus Agapetus Cutrender

1780							
Augt	6	To the Amt of your Note to Cotus Cornwall Chitty of this date	270		1781		By Cash pd to Chitty by do Thompson by Order of this from you to the contingent Ld Brook By do Thompson A. Lengford
		To Interest on D.o from 6. Augt 80 to the 31st May 1781. is gone 25. &c	17.325				
		@ 9 Cornwall	287.325				

This Exhibit Marked C was shown to and Made by at the time of the Examination of the Said Defendant in a Cause depending in the Honorable the Mayors Court of Charlestown wherein Benjamin Cornwall Executor of Cotus Cornwall deceased is Complainant and Thaddeus Agapetus Cutrender is Defendant on the 24th Day of August Anno Domini 1782

Richd Dighton

Comr

4th

In the fourth Interrogatory this Deponent saith
that the note of Ignatius De Cruz mentioned
in this Interrogatories was the Act of the
year of Our Lord One Thousand Seven Hundred
& the Amount of Three Hundred Pounds Sterling
this Defendant saith that he did make and
Current with the name of John Dawson with
said John Dawson and that Dawson known
Account Current was because he was afraid
to the Defendant therefore he did not like to
Defendant from Mooney he was indebted to he
Deponent saith that he did pay said Note to
DeCruz in said Account Current and the Defen
to pay the Balance of the same and agree
accordingly, and the Deponent saith that
came to him and told him that Ignatius
desired to have on the same account that Deponent
Ped to Ignatius De Cruz on account of
ponent gave said Account Current to
that said Ignatius and De Cruz were
for Running with the Horse the Negroe Boy
ponent saith that Ignatius could not
and allowed as Note of Hand for the Ba
lance of said Account in the name of the Com
but by whose desire and Ignatius allowed
this Deponent doth not know and the Deponent
the Defendant hath never paid him any
said Note of Hand and this Deponent saith that
of hand doth not know paid to said Ignatius De

Deponent saith that he
did Subscribe and the same was sworn unto
by the Deponent and the contents of the
writing are true — and deponent doth not know of
any
12th To the twelfth Interrogatory this Deponent
saith that he knows the Parties
producing to him at the time of the Exam
Exhibit marked A purporting to be an Affirm
Agostinho de Cruz to the Defendants Interro
Interrogatories and that he did subscribe the
name as a Witness thereto and he was present
the said Agostinho de Cruz execute and sign the
Deeds and has more thereto to subscribe his
per hand writing — and more doth not he
To the last Interrogatory this Deponent saith
many or the Property of Agostinho D Cruz
saith and to this Interrogatory — Nihil
Rich. Dighton
Comt

Mayor's Court at
Madras patnaveri

Between Lapin
Plaintiffs Attorney
and Robert Thom
and Ann Thom

Mayors Court at
Madraspatnam

Between

Plaintiff

and

Defendant

On the Part of the Plaintiff

Depositions of Witnesses produced

by and before the Examiner in the Court aforesaid

Pilla Latchmanadoss of Madrasspatnam

Years or thereabouts — being produced as a Witness on the Part of the Defendant was on the 23rd Day of August 1781 at the Office of Mr Thomas Jones who is Attorney for the said by Becawaring my Servant who also left him the Name Title and Place of Abode of the said Deponent wards on the same Day being sworn and Examined upon follow the

1st Interrogatory — To the first Interrogatory this Deponent saith he doth not know the Complainant Purgunah Christanby Mudaliy in the Cause and that the Defendant Thadeus Agapey Calander in the and that he hath acknowledged him for many years and more Saith not to this Interrogatory —

6th Interrogatory — To the Sixth Interrogatory this Deponent saith saying and Shewing to him at the time of his

Mayors Court at
Madraspatnam

Between A.
Christy Plt.
Lieutenant Col.
Thomas Sydenham
Kennaway Esqr. Defts.
Jointly

Depositions of Witnesses taken on the Part
before the Examiner in the Cause as followeth

Moodaly Conda Dobery of Madras Merchant
years or thereabouts — being produced as a Witness on the Part
the Defendant was on the 24th Day of August 1782 duly sworn
of Mr Thomas Jones who is Attorney for the Complainant
my Servant who also left Copy of the Bill at the Place
of Abode of the said Defendant and afterwards on the same Day
Sworn and Examined Deposeth as followeth

1st. To the first Interrogatory this Deponent saith
knows the Complainant Plaintiff named
in this Cause, and that he hath to knows these
Months past — and that he hath known the Defendant
Agapony Calander in this Cause, and that he hath
been two Years or thereabouts — and more saith not to the

4th. To the Sixth Interrogatory this Deponent saith
and shewing to him at the time of his Examination
Lett Marked B. and purporting to be Letters
matters and transactions done and passed with the
January in this present Year of Our Lord that he

Every 3rd Answer to each Interrogatory of the Defendant is false

4th To the 4th Interrogatory this Deponent saith he
1. knows the Complainant and Defendant in this Cause and that he hath or knows he
and that he doth know the Defendant Thomas
in this Cause, and that he hath or knows
years — and more Saith he not to this Interrogatory

5th To the Fifth Interrogatory this Deponent saith the
y. Defendant for these Interrogatories named did
of Hand in his Name for the Sum of two hundred
Star Pagodas and he believes said Note was made
in the Month of August in the Year of Our Lord
seven hundred and eighty and the said Note was
Deponents own Servant and this Deponent with
one Hatthumbaukum Vencopah and one Allegary
said Note from the Defendant and the Deponent
said Note was delivered to him immediately after
Receipt by Hatthumbaukum Vencopah and this Deponent
that said Note is now in Possession of the Defendant
ned said Note to the Defendant on many occasions
making out two other Notes to the same amount
Name of the Complainant and the other made
Lawady Venkatachella, as he was indebted to him
and this Deponent with the said Note & two
other two Notes — and more Saith not to the Interrogatory

8th To the Eight Interrogatory this Deponent saith
1. Vencopah Vencopah and Allegary did obtain
the Defendant two Bottaus Notes as said for the

In the last Instrument this Deponent saith he
demanded Wages of the Defendant which he
about two Months past with a Quantity of Paper
of which Paper was to satisfy the Rent this Dep.
never made over to the Complainant and the
Tackle more the Amount of said aforesaid
Defendant and desired the Deponent to accept
Rupees and sign said Paper, and this Depone
said Paper and Refused to sign it and said
want the Bride and at the same time gave
Note of hand in favor of Sattawady Venk
— and more saith not to this Interrogatory

Rich.d Pighton
Exam.r

Mayors Court

Madraspatnam

Between

Chintamy Moodly
Assistant Comp.t
Hadeas Agency Cha
Hermanpatnam Inhabitant

Ontha Part of the Defe

Depositions of Witnesses taken on the Be
and before the Examiner in the Court aforesaid
Hermanpatnam

Name of Deponent Chinna Lenby Mudaly
of Hand as which the former Action is brought
and this Deponent saith that the Defendant
from the said two Note mentioned in the Court
Record for the Payment of the Note of hand
Debit side of said Record for the Consideration
Severely Rupees and this Deponent saith that
over upon that Note of hand for said two hundred
Rupees to the Defendant and this Deponent
said Note for two hundred and seventy Rupees
to Ettoor Permaul Chetty in Consideration of
the Ballance of Accounts between this Deponent
Ettoor Permaul Chetty, as Shaick Abdul Rauk
debted to this Deponent and this Deponent
the money and the said Shaick Abdul Rauk
Deponent to the Defendant who agreed to pay
Ettoor Permaul Chetty for the Settlement of
of the Accounts between this Deponent and
Permaul Chetty and the said Note was given
the said Ettoor Permaul Chetty
of on his own Account and not on Account of
and this Deponent saith that Gyntoo the
in the Proceedings of this Cause named the Defendant
whole or any Part of said Note and more
Interrogatory.

10. To the Tenth Interrogatory this Deponent saith that
Chinnatamby Mudaly the Complainant
the whole weight claim & Interest on said Note

for the Complainant by Borrowing any Servant who she kept in the Name Title and Place of the said Defendant [illegible] on the same Day being Sworn and Examined Deposeth as [illegible]

4th Interrogatory

To the fourth Interrogatory this Deponent saith he does not know the Complainant Pay mentioned in the Bill Mentally or this Cause, and that he doth know Shadrach Ingram Calvert in this Cause, and that he is above twenty Years of age and more than

5th Interrogatory. —

To the Eleventh Interrogatory this Deponent saith Cotton Bernard Chilly told him that he had a Note of hand from the Defendant in the Bill named and that the Defendant had made out of Hand in this Deponents name and this Deponent saith that he believes the said Cotton Bernard told him that said Note was for One hundred & twenty Pagodas and this Deponent he believes it was some time about the [illegible] eighty at Mr Williams's House that he [illegible] and this Deponent saith that he hath not had his Possession but that the said Cotton Bernard has possession of said Note and this Deponent he hath not Received any money on Account of [illegible] and that he doth not conceive that he is entitled any money on said Note or hath he any thing to do said Note — and more saith not to the [illegible]

accordingly Order & Decree that the Defendant pay unto the Complainant the Said Sum of Seven Hundred and eighty seven Pagodas & Twenty five Pags. 1871 — 25/ together with such Interest as or shall hereafter become due thereon until payment is made as well Cost of this Suit

Decr

Filed the 16th April 1783

To the Honble the
Court at Madras

The Humbly Complaining of
this Honble Court Your Orator Thomas Lewis
stor named in the last Will and Testament of Capt
Baker Deceased Humbly Sheweth that John Crawley Lieutenant
in the Service of the Honble the United Company of Merchants of
England trading to the East Indies and late Governor of
Tinkabelout, stands rightly and truly indebted unto the
Testator in the full and just Sum of Seventy seven Pagodas and
Current Money of Madras Reckoning as Sterling
Britain at the Rate of Eight Shillings for every
Sum of Three Pound and Twelve Shillings as by
well more fully and at large Appear by a Copy of
vents Annexed for the Inspection of this Honble Court
Orator prays may be admitted as part of this Plea
of Complaint, the Original of which is in your Orat
sion, and ready to be produced, whenever Your Orator
this Honble Court, he therefore Humbly Prays Your Orator
Sheweth unto this Honble Court that the Said

The Hon'ble Court Inspect and Approve
Hereof this Your Orator's Bill of Complaint
Humbly and while by such Order and Decree
Hon'ble Court shall seem meet
&c.
16. April 1783
This Bill was sworn to
in the day of Rejoinder last
Summons & Plea Valuable
Next Court Day
Wm Wells
Mayor

Lieutenant Crowley Complainant
Vs
Jo. 1 Comp. Ct with Complaint
Jo. 2 Silver Bow
Jo. 3 Letter Bow

Fort St. George
the
7th Nov. 1782

Signed & Sworn to
Before
Me Copy
Plea &c
Mayor for Compl.

Dated the 15th Sept. 1783.

To the Honble
Court at Madras

The Humble Petition of Thomas Davis
of Fort St. George Merchant Most Humbly
Sheweth That Your Orator
the said Place and in the Service of the Honble
Company of Merchants of England trading
Indies under their Presidency and Gover
Fort St. George on the Coast of Coromandel
Stands justly and truely indebted unto Your
in the Principal Sum of Eleventy Eight Pa
on aking in Sterling Money of Great Br
the Rate of Eight Shillings for every Pag
of Thirty One Pounds Two Shillings and
being for Nineteen hundred and Fifty
after the Rate of Four Pagodas for every
bags sold and Delivered by Your Orator
Thomas Davis which he the said Thomas
Orator doth Undertake and Promise
Whereas Your Orator hath frequently
micable Manner Demanded Payment
sum of Eleventy Eight Pagodas

But notwithstanding
this Honble Court the said Thomas Da
by his Petition to Your Honble
Pray

Title 25. Copy 81

The Answer of
Dame Langmead
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

This Defendant Dame
hereafter saving and reserving unto himself
manner of Benefit and Advantage of Exc
may be had or taken to the many Errors
and Manifest Insufficiencies and Imperf
said Complainants Bill of Complaint
Answer thereunto so much thereof as
Answer is required or Material for him to
answer unto, He does Answer and say that
Answer standing Indebted unto the said Com
in the Sum of Twenty Eight Pagodas Cur
Madras, for Nineteen hundred hundred and fif
Bags Sold and Delivered by the said Complain
this Defendant, after the Rate of four Pagodas
hundred Gunny Bags, as in Part Erroneously stated
set forth, in the said Complainants said Bill of Comp
But this Defendant does Admit that he stands

in the behalf of and Wrongfully

Sworn before me this

18th December 1781

Jno. Hall

Jun. Alderman

Filed 11th July 1782

The Application

Parks of Lord Ge

to the Answer of the

Surgeon to the Roll

Company of Merchant

Trading to the East

The said Applicants

hereafter saying Did Preserving and humbly

manner of benefit and Advantage of Compla

nefold Insufficiencies of the said Answer

Herewith that he will aver and shew

Bill of Complaint to be true, certain and

Law to be Answered unto, But that the said

Defendant is nevertheless ordered and

Law, for divers manifest Errors and Imperfections

-ties therein contained, And for further Cause

the said Applicants says, that the Defendant

justly and truly stand indebted unto his

Eight Pounds Current Money of

Court

Defendant nor his Servants under any Pre-
to the Price Shewn was rather less than
sold at Cuddalore, and what is Surprizing
the Number of Gunny Bags and the Cloth
they were Valued, the Defendant
the Jurisdiction of the Court by his aforesaid
to the Replicant at the time of pleading
Price, but only the want of Cash as such Cash
have the Defendant given Payment of the
Replicant which had been so often Tendered
Defendant for Payment. The said Replicant
begs leave to Observe that the Defendant has made
in his Answer that his Servants and Agents
tion in that Answer, although the whole of the
said and Gunny Bags were delivered
the Defendants Order and on such Delivery
was very particular Order was that Replicant
delivered the full Number and no More
the Defendant in his Answer admits
of Bags and the Price, or why not have
of tendering the Bill for Payment, and
return the Replicant Bags, it cannot be
be as a Merchant and Owner of Ships
could have disposed of a large Quantity
to the Defendant without some Security
Number and Price

All which Matters and Things
ready to Aver Maintain and Prove

Said Complainant in the Same Said for as much
as Saith and Stated in the Complainants Bill of
and in his Replication ——

All which Matters and things
Deft is Ready and willing to Averify as
prove as this Honble Court shall Direct &
humbly prays as he and by his Said Answ
already prayed. — Thomas
Allen for

Interrogatories
Witnesses on the part
and behalf of the
Complt to be exam
ined at the Redemption
Court at Richard Parkes Esqr
Merchant in Compton
Davis, Street in the
City of London on
the 1st Monday in Oct
& the 1st Tuesday
and Wednesday in the
1st Court of Common
Pleas. —

1st Interrog. Do you know the Complt & Deft
Do you or not know the Parties
to the Witnesses Deft answer to the Interrogatories

Witnesses
Doct. Jo Anderson
Doct. Jos Bullman
Mr John Rowsworthy
Mr Tho. Welch
Doct. Olley Lewis
Doct. Willm Gordon

The Exhibit Marked B 12 mentioned in
the Affidavit of John Hennessy of St. Thomas
Square, Middx. Solicitor to the Plaintiffs
Lucas & Paul Hilton Gordon, and the Deponent
Examined and sworn before me in the Court of
His Majesty's Mayor's Court at Madrasapatnam
and Thomas Davis is Defendant this
8th and 12th Day of December 1782 and
1783.—

Mayor's Court at
Madrasapatnam

Bulwer

Deposition of Nathaniel

Mayors Court at
Madrasspatnam.

Between
[illegible]
Complainant
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

Depositions of Witnesses taken
and before the Commissioners of this Court as follows

John Kenworthy in the Service of the United Co
-mpanys of England Trading to the East Indies Sworn &
being produced as a Witness on the Part of the Plt
was on the 27th Day of October 1782. Sworn before Mayors
Jones who is Attorney for the Defendant by Interpreter
also left hand a Book of the Name Title and Place of the
Deponent and afterwards on the same Day Deposeth
Deposeth as following viz.

1st
1. To the first Interrogatory this Deponent saith that
the Complainant Richard Parker in the Cause
doth Reserve him Twelve Pence or Fifteen Pence
Pence the Defendant Thomas Parker with the

of Commissioners

Defendants

On the Part of the

Depositions of Thomas Welch

by and before the Examiner on the Court on Part

Thomas Welch on the Service of the Honble Company

of England trading to the East Indies Aged 31 Years

produced as a Witness in this Cause On the Part of the Compl

the 12th Day of December 1782 Signified at the Office of

who is Attorney for the Defendant by Examining on the

left him a Note of the Name Title and Place of Abode of

and afterwards on the same Day being Sworn and Exam

followeth.

1. To the first Interrogatory this Deponent doth

know one Captain Parke whom he supposes

plaintiff in this Cause and that he hath for

Years and upwards and that he hath known

Thomas Davis in this Cause and that he hath

the same time and more saith not to this

2. To the second Interrogatory this Deponent say

ing and Hearing to know of this the time of

from the Paper writing Marked B to

be a Writing from Thomas Davis to Captain

said Paper writing to the best of this Deponent

the hand Writing of the said Thomas Davis and

by

Cause On the Part of the Complainant was on the 27th
Sworn and Examined at the Office of the Honble Thomas Jones who on the
Defendant by Recognizance was duly Sworn to depose the
Truth and Place of Abode of the said Defendant and after
Day being Sworn and Examined Deposeth as followeth
1st. To the first Interrogatory this Deponent
doth know the Complainant Nathaniel Pope
Cause and that he doth also know the Defendant
Davies in this Cause, and that he hath for the
fifteen or Sixteen Years — and more than
Interrogatory —
2d. To the 2nd Interrogatory this Deponent saith
upon the Paper writing marked B. N. P. saith
that the Name of his examination and purport
from Thomas Davis to Captain Parke, is the hand
above said Defendant Thomas Davis, and that
nature of Thomas Davis that to attend and
writing to the said Defendant and that he has
with the said Land writing by agreement Complain
said Defendant — and more saith not to the
3d. To the 3rd and last Interrogatory this Defendant
doth not know of any other Matter nothing
Interrogatories in this Cause that may be
or advantage of the Complainant and more
Interrogatory —
Sworn before Commissioner

on looking upon the Paper writing Marked B. N°
shown to him at the Testimony of the Witness
Swearing to the writing from thence Doth depose
& the hand writing of the above said Defendant
Davis, that the Sign and Signature of the said
Davis set and subscribed as of the Hand writing
said Defendant and that he becomes acquainted
said hand writing by having had frequent
Dealings with the said Defendant — And more
to this Interrogatory —

3d. To the third Interrogatory this Deponent saith that he
knows of any other matter or thing touching the Mat-
ters in this Cause Mentioning Land to the Benefit of
the Complainant — and more saith not to the s

Sworn before Brooke
Edm.d

M.r Davis

To 1 Sub Fancy Large 1 Copy fol.s 10 Copy
Int.g Large 7 August 1784.

E.E. A. Fa

15th May 1718.

To the Honble the
Court at Madras

Humble Complaining
Shew Most Humbly Complaining Unto Your Honours Sir Edward Harrison Knt Mayor & the Rest of the Worshipfull Justices of the Court of Requests for the Inhabitants of Fort St George & Towne of Madras Agent & Governour for the Honble United English East India Company & Governour in Chief of all their Affairs in the East Indies & Vice Admiral of the Same & Commander in Chief of all their Forces by Sea & Land & the Rest of the Honble Company's Councill for the Affairs of the Said Company in the Said Parts of India & Members of the Said Court of Requests for the Time being Your Orators Robert Knox of Madras Aforesaid Mariner & Inhabitant Stands well and truly Indebted unto Mr Thomas Pattle of the Same Place Merchant in the Sum of Fifty One Pagodas & Twenty Cash Current Money of Madras Aforesaid Equivalent to Fifty Pounds Sterling of Great Britain, at the Rate of Eight & Twenty Pagodas the Sum of Hundred Pounds Sterling & thereabouts, as more fully and at Large Appears by a Copy of an Account Current hereunto Annexed Certified under the Hand of Your Orator & Subscribed by Him as Part of this Your Orators Bill of Complaint & Prayed to be Taken as Part thereof & Read Accordingly as by the Said Account Current Relation being had Unto Your Orator Ready & Willing to Discharge the Same Whensoever Your Orator Shall by the Honble Court Aforesaid Have Time Granted him for Perusall & Examination of the Said Account Current & Liberty to Plead Thereto Which Your Orator Humbly Prays may be Granted Him Nevertheless the Said Thomas Pattle Combining & Confederating with Divers Persons Unknown to Your Orator to Defraud Your Orator of the Said Debt Due to Him as Aforesaid Refuses to Pay the Same Unto Your Orator Although Often Thereunto Required But Pretends that Your Orator Ought to Have Paid Him the Said Debt in Gold Pagodas Whereas Your Orator Ought to Have Paid Him the Same in Silver Rupees Which Your Orator Offered to Do Whereupon Your Orator Applyed Himself to the Honble Court Aforesaid Praying Process of Subpoena Against the Said Thomas Pattle to Compell Him to Pay the Said Debt Due to Your Orator Which Process Was Granted Accordingly & Served upon the Said Thomas Pattle Who Appeared Thereupon & Put in His Answer Thereto Wherein He Confessed the Said Debt Due to Your Orator & Pretended that Your Orator Ought to Have Paid Him the Same

[illegible] Plaint
of Complaint the Purport of which was
[illegible] to be forthwith exhibited
by His Noble Court to Answer unto
His Majesty unto His Noble Court And
by order of the Honorable Thomas Pagett
the said Sergeant Chitty of the said
Regiment Three Farthings and Seventy Clear
Days Before the 18th day of May Last
Past that the said Sergeant Chitty did
wilfully refuse to pay the same or give
Security for Satisfaction Touching the
Premises Prays a General Relief and that
Shall Appear Agreable to Equity And for
Default thereof that the said Sergeant C.
his Corporal Clerk, Serjt Evans, Serjeant
all and singular his Matter and Things
and Alledged as fully truly Perfectly and Ex
Substantially as if the same were
and particularly Interrogated and that the
may make Oath before the said Clerk of
Three farthings and Seventy Clear or
or Shall Lawfully Answer the Premises and
Suit Maj'd Please this Noble Court
Sol. Chitty Sergeant and Signed by Mr
Town of Maidenhead and the Defend
and appear before His Noble Court
to be by this Noble Court further and
Order this Your Orator shall
to and abide by such Order as
Court Shall Think Fitt

D.r Scrongadah Chilly bin Jones

1782	Mr
Sept.r	26. To Salampores 20 Pcs
	29 To Blue Cloth 7 Do
	To Salampores 20 Do
Oct.r	5 To Salampores 7 Do
	To Do 10 Do
	28 To Long Cloth 2 Do
	30 To Do 6 Do
Nov.r	1. To Long Cloth 2 Do
	To Do 3 Do
	8. To Salampores 10 Do
Dec.r	10 To Do 5 Do
	To Do 1 Do
	To Muslins 2 Do
	22 To Long Cloth 10 Do
	25 To Blue Do 4 Do
1783	28 To Do 4 Do
	29 To Do 12 Do
	30 To Long Cloth 3 Do
1783	
Jany	11 To Blue Cloth 16 Do
	19 To Do 10 Do
	21 To Salampores 30 Do
	To Blue Cloth 5 Do

Bagadad

To all People to whom these Presents
Whereas Tewangadah Billy Fotty of the
the Ballance sum Remains Due and Unpaid
Day of February in the present Year of
Seven hundred and Eighty Three Stan-
-ding Pagoda Mody of Pagodas
on the Sum of Sixty One Pagodas Fan-
-ly Cash as by the said Account Current
reference thereunto Pagodas Three Fanams and Twenty Cash
-ding Money of Great Britain at the
-ings for every Pagoda the Sum of Twe
Eight Shillings as more absolute Sole Right
said Pottycadday Annaga Mody for all
-tion to him paid by Nelavo Pariaga
aforesaid Inhabitant at or before the
-ry of these Presents the Receipt whereof
-cadday Annaga Mody Doth hereby
the said Pottycadday Annaga Mody
and Let over and by these presents Doth
over unto the said Nelavo Pariaga his
-rest and the Money thereupon due and
all his Right and Interest of in and to
part thereof and thereof Pottycadday Annaga
the Considerations aforesaid hath Made
Appointed and by these Presents doth Make
and Appoint the said Nelavo Pariaga his
Administrators and Assigns his true and

Signed Sealed and Delivered

Mayor's Court at

Present

said Plaintiff as executing of Their Last Will
Furniture, Horses, Bonds, Notes and other Securities
in the whole to a very considerable Value, and which you
Oratr, were more than sufficient to discharge all the
your Orator further Sheweth unto this
now remained due unto Your Orator for Principal
upon the said Bond, the Sum of One Hundred
Pagodas and Thirty four and Your Orator further
to this Honble Court that on the Tenth day of
present Year of Our Lord One Thousand Seven
Eighty Two Your Orator Executed unto the
of Madras aforesaid, an Obligation
of One hundred and Seventy Pagodas and
due and Owing unto Your Orator on Account
Account thereof, and all your Orator
and to the same and every part thereof
made, and to be Due, and Approved the
your Orator true and Lawfull Attorney
Orator and your Orators Name and
of your Orators Own Executors, Return
but for the Sole and proper Use and
de Souras, his Heirs, Executors, Administrators
ask, Require, Demand and Receive
unto his heirs, Executors, Administrators
sum of One hundred and Seventy
Pagodas and one Pagoda
Mackenzie, his Heirs, Executors,
assigns, to Sue for, and Recover the
thereof, to give sufficient Release and

Translation of a Mortgage Bond Dated &c &c

Malabar Style

To All Whom these Presents shall come

of Custom Cast and Sign of the

Neck of Land Cast of the Company

Fort Know ye that I the said

the alley or Narrow passage, & being part of

Wasted Lane, some time ago been allotted

the said House, Exclusive of which the Ground

Mortgaged to You &c any Right Claim

of you by the Witness of which I have

Current Star Pagodas which Sum I

root and Rent for the said House, and for

the said Sum duly the Consideration money

Ser 1771, in default of the said payment

to sell you the said House According to

of Company Bricks &c Stanley, & which

I bind myself to pay you the said Sum

with the such Interest as may be Due

Date of your Cost &c Witness Company

day of Record Accompt, Year of Christ

and my Hand Witness as aforesaid

to Perform Such Your Cost Witness

Seal as Witness Signed and Delivered

Deed Such, Year Knowledge Witness

Alledged to be Above, for Plea thereunto saith that the Complainant by his Bill of Complaint doth suggest that personal Estate Chimnetta Maracaia and her Husband Possessed of and how much fell into their Possession, and if this Defendant answer further the Complainant Hee Defendant by the Laws of this Country, that in the first place the said Estate is not Assets in Equity Genitor to charge a proper Covenant being entered into by the Husband to Assign and make over unto or to the Use of one of the Brothers of the said Account bound by the Mortgage Bond of the said Chimnetta Maracaia Canamacheyar, Because it does not appear by the Mortgage Deed that the said Chimnetta Maracaia Heirs, are any ways bound thereby, and as for the as this Defendant is Advised, they cannot be bound plea, this Defendant says, that the said Mortgage answer to the said Mortgage Chimnetta Maracaia Assignment of this pretended Right of Chimnetta Maracaia and his said Wife for Died only Charged in their Joynture thereon, this Defendant Said Deed Sabbled the Summe & Consideration and intended thereby to be truely, and in that is clearly out of the question, And this Defendant he doth plead all and every these premises and demands, and such part of the said Bill of Complaint this Defendant with being Responsible for the of this said Brother, the said Chimnetta Maracaia and said humbly prays the Judgment of this Honble Court shall be accordingly for the any further matter

the absolute property of Abdul Cawder of Madras Inhabitant
some time in the year One Thousand Seven Hundred and
this Defendants Father married Amma Marcal in his
borrowed and Received of Abdul Cawder the sum of three
and gave his Bond with Interest upon Condition that
Cawder should live in the House and Stand Security
for the aforementioned Shamatha Marcan one of
of the said Amma Marcal borrowed Money of the said
at different times, without the knowledge of the said
this Defendant saith, that having of his fathers Effects
Hands of this Cast People, who put a Stop to the same, Complain
transaction the said Amma Marcal dyed, and Shamatha
was having some disputes with Abdul Cawder, the same
referred to Edward Stracey Esq. the then Master of the
directed the said Abdul Cawder to deliver up the Security
upon the payment of what was due from this Defendants
and the said Shamatha Marcan, this Defendant knows
life time, did owe the sum of Fifty Pagodas and Under
came to Abdul Cawder, who refused Accepting the same
insisted on the Bond in question being void, Alteration
in the Year One Thousand seven Hundred and
said Shamatha Marcan died and some after the aforesaid
deceased, leaving a Daughter, and some part
part of the said House is fallen down, and that the Bond
this Defendant is informed, have been taken away by the
Cawder, that the said Abdul Cawder is still in Possession
Premises, being the Ground in question, That this Defendant
or Concerns with the said Shamatha Marcan and
Affairs Concerned, or any ways interested in the same nor do

I will with much pleasure do my Business
and willing to diligently remember and serve my Master
shall desire and humbly hope to have encouragement
reasonable to my Charge in this behalf required
I subscribed. —

Edw: Bromley

Mary Bromley

Filed 15th June 1918.

Commandment hee Wrote or either vnderstood of Them
him in his dayes time? If you know Them say you what
matter of Them before Him or his Time and
by what means in particular Come you to know the
of Them, and where did they write of Them hee or
when and where did they or either of Them?
and can you set forth whether the Defendant with the
Three Interrogatories named or any other and what per-
persons vnder Him the Care and Charge of the Temple
Knew or either of Them, and whether they Were professors
and what property, and whether any and what Persons
Were professed himself or Themselves Them of after
their Decease, and who Were the professors Themselves
part Thereof at this time Set forth the particulars all
according to the best of your Knowledge remembrance
belief and the Truth Declare.

Nineteenth. Do you know, have you Heard or Been informed
Edom Ryah any Matter or Thing in any Sort Relating to the Matter
and
Cause in question in this Cause between the Complainant and
Defendant in the Bill of Complaint mentioned
If Yea, Declare you at large and what you know
hear and what Conversation Hath Been Between the
Complainant and the said Defendant Relative to the
due from the said Defendant to the Complainant
accounts? If Yea, Did you hear the said Defendant
the said Complainant to Show him any and what Ma
as Security, and did you see the said Complainant pro
and Show the same to the said Defendant, and do you
Hee the said Defendant, after perusing the said Bond

Security

1st Interr. For the first Interrogatory the Deponent saith he knows the Complainant Mortimer in the Cause and that he hath so known him for three years — and that he the Complainant is now Twenty four years of Age or there abouts

2d Interr. For the second Interrogatory the Deponent saith he hath heard or been informed of the matters relating to the Matters in question in this Cause the Complainant and Defendant by these Interrogatories Named and the Deponent saith that he was present at the signing sealing and delivering of the Writing Obligatory in the Interrogatory Mentioned to be a Mortgage from the Complainant to the Defendant and that he subscribed his name as a witness thereto and that the name Richard Mortimer thereto subscribed is of his own hand writing and he saith that the hand writing of the other Witness thereto named Thomas Hatch is also and that the Writing Obligatory and the

1st. To the first Interrogatory this Deponent saith that he knows the Complainant Mathias Cornelius Cary, and that he hath so known him Lately & for severals — And that he saith he knows the Defendants Managers in this Cause, and that he knows him from his Infancy and answers this Interrogatory —

2d. To the 2nd Interrogatory this Deponent saith he knows of the Matter & Letters in the Matter in question in this Cause between the Complainant and Defendant named in the Title of these Interrogatories and this Deponent saith that he is Agent or Governor to the Defendant in those Interrogatories named and that he hath employed by the Complainant these twenty Six Years and that he knows the Complainants Grandfather and this Deponent saith that he did know Thomas Brooke Manwaring the Brother of the Defendant and he also knew his Wife Charlotte, and this Deponent saith he never Lent or delivered any Sums of Money to the Private Managers and he this Deponent saith that the said Private Managers and the Defendant never asked him to Lend them any Money or Effects Given Credit upon which this Deponent ever knew the Complainant ever Lent them Money for Bonds for which he took mortgages in his own Name or the Names the said Private Managers — and more Saith not to this 2d Interrogatory

Richd Digges

Comr

4th

To the fourth Interrogatory the Deponent saith that he knows of the Matter relating to the Matters in Question between the Complainant and Defendant in the Interrogatories, and that she the Deponent was Married to the Defendant and that she was with Child at the time of the Marriage, and that the Defendant saith that he was Married to the Complainant about Eight years ago and more saith not to this Interrogatory

5th

To the fifth Interrogatory the Deponent saith that she knows that the Defendant and Complainant lived together as Man and Wife for about Eight years and that they had Issue between them Two Children one of which is now living and the other died about Twelve Months ago and further saith not to this Interrogatory

6th

To the sixth Interrogatory the Deponent saith that she knows that the Defendant and Complainant lived together in the same House in Market Street for about Eight years and that the Complainant and Defendant lived very happily together during that time and that the Complainant behaved herself as a dutiful Wife to the Defendant and further saith not to this Interrogatory

doth know the Complainant & Mortimer Pleasants
Esqr, and that he knows Jane Lovely Spouse of
and that he doth hope and the Defendant Sophia
in this Cause, and that he hath no knowledge
thereof but — and more doth not to the Said

4th To the Sixth Interrogatory the Deponent saith
of the Mortgage and things relative to the Said
in this Cause between the Complainant and Defendant
Interrogatories mentioned and this Deponent saith
two Years and half ago in the Month whereof he
recollects and by his Bgall whose name is
was besides the Complainant and Defendant
present who was acting as the Bgall when
told the Complainant that he had brought the
ment of his Brother and desired the Complainant
the Mortgage Bond and the Complainant
the Bond and Released it & Mortgage
Defendant and the said Mortgage
to accept of the Principal only for the
Bond as the Defendant was not able to pay
the Complainant said he would not accept of
Interest and that he had sufficient money
therefore he would have the Interest allowed
of the Premises and pay himself and
to this or the last Interrogatory —

Richd Dighton

Sworn

Mayors Court at
Madraspatnam

Depositions of Witnesses taken on the Comp

Mayors Court at
Madraspatnam

Between

Complainant

and

Defendant

Depositions of Witnesses taken

by and before the Examiner within Court appointed

Peer Mahomed of Madras Rope Seller Aged 50 Years

sworth — being produced as a Witness on the Part of the

Complainant was with the 2d Day of August 1802 Examined

of Mr Charles Bonnaby who is Attorney for the Defendant

being my Servant who also left him a Note of the Amount

of Work done and Payment and afterwards was duly Sworn

sworn and Examined Deposeth as followeth ——

1st

1. To the first Interrogatory this Deponent saith that

this Cause — & that he doth know the Defendant

Manuaguru in this Cause and that he hath for

fifteen Months or thereabouts — and answereth to the

Interrogatory ——

4th

4. To the Fourth Interrogatory this Deponent saith

doth not know the Contents of the Matters in

Mayors Court at
Madrespatnam

Between

and they or either of them Aye and what time Comp[t]
they know he lived there and whether they or either
of them Aye and what time Comp[t]
they know he lived there and whether they or either
of them have Seen him since his Death and
Lastly any Estate or Effects, Goods or Chattels that
deceased, or you have heard do know or believe
came to, and are, and what is become of the same
or possession the same came and what is become
ever by set forth and Declare to the best of your
Knowledge and belief —

Interry ..... 3d Did you know or Did you ever hear
Mechapuda Mastoy Can you give Evidence of Matters in his life time
Saib Mastoy
Shakeanda Lubbe
Nellaconna Vadapah
relations or Dealings he had with them
his life time the Brother of the Deceased by
Nature of the Generation and how for the Deceased
thereby and how you became Acquainted with
particularly set forth and Declare to the best of
Knowledge and belief and whether the said
came in fact as the deceased Mentions or
with the Name of Hartland Canada which Name he
4th
Ditto ..... 4th Do You know or Do you
have had at all or any part of the Estate and
mentioned Schedule Annexed to be
the Hands or possession of the above named
the Hands or possession of any person or
or his Account or to his Use, if you, Declare
to what Amount particularly Declare
Shashrachaddoon 5th Do you know or Do you
Chitty —
Sookragah Chitty any and what Disputes Do Chitty

and they or either of them did not know
they knew he had them and whether they or either
left any Estate or Effects, Goods or Chattels
Personal, or any knew knows whether
same is, and are, and what or known
or profession the same was and what
ever by what Oath and Declare the best of
knowledge and belief—

Interry 3d Do you know or Do you
Muchapoolla Mastry Carver late of Madras in his life time
Saib Mastry know or Do you not know or have be-
Shakeadee Saibe lieve or Imagine he had with
Kullanna Vudiyah his life time the Brother of the Deponent
Nature of the Invocation and how far the
thereby and how you became Reposed
particularly sett forth and Declare what
Knowledge and belief and whether the
same is part of the present Matter or
with Power of Attorney Covenants Clauses

Ditto 4th Do You know or Do you
have had or any part of the Estate and
mentioned Given the Deponent and his
the Hands or Possession of the above and
the Hands or Possession of any person or
or his Servants to his Use of you, what
to what Amount particularly Declare

Shashachellum 5th Do you know or Do you
Chitty —
Seshagiah Chitty — say and what Reputed

Depositions of Witnesses

before the Examiner in the Court of Exchequer

Mahapulla Mastry of Madras Taylor

thereabouts being produced as a Witness in the Cause

the Defendant was on the 5th Day of September 1732 duly

of Mr Thomas Sorge who is Attorney for the Complainant

Sworn who also left here a Note of the Name Title and

and Deponent and afterwards made these Deposi-

Deponents following

1st

Interrogatory

To the first & Interrogatory this Deponent saith

know the Complainant and Defendant

and that he hath to his own

with and Partakes

Vandie Narrainyaren in the Cause and hath

him ever since he the Defendant hath

more South not to the

2d

Interrogatory

To the second Interrogatory this Deponent

agreeth with Christian Name

their late of Madras

for Christian Name

possession of said House and Lands and
Common Aforesaid and Immediately
after the Execution of the Deed
aforesaid Conveying the Premises
aforesaid Conveyed to the said Defendant
fifty Pounds for which Sum the said
granted a Mortgage Deed to the said Com-
mon aforesaid Reserving the Right
of Redemption of the said Premises
upon Payment of the said Sum of
fifty Pounds to the said Common in
which said Deed Conveyance it was
Declared and Understood by the said
Parties that the said Deed Conveyance
was Intended as a Mortgage to secure
the Payment of the said Sum of fifty
Pounds with Interest for the same
and that the said Common should
have Power to Sell the said Premises
upon Non Payment of the said Sum
of fifty Pounds with Interest for the
same at the Time Limited in the said
Deed Conveyance as aforesaid and
that the said Deed Conveyance should
be void upon Payment of the said
Sum of fifty Pounds with Interest
for the same at the Time Limited
in the said Deed Conveyance as
aforesaid and the said Common
further Declared that the said
Defendant after the said Common
had Sold the said Premises upon
Non Payment of the said Sum of
fifty Pounds with Interest for the
same at the Time Limited in the
said Deed Conveyance as aforesaid
and Paid the said Sum of fifty
Pounds with Interest for the same
to the said Common should have
Power to Sell the said Premises
upon Non Payment of the said Sum
of fifty Pounds with Interest for the
same at the Time Limited in the
said Deed Conveyance as aforesaid
and that the said Deed Conveyance
should be void upon Payment of the
said

That Chinnatha Hannuma and the said
Defendant Hannuma obtained a Decree
this Court against the said Plaintiff
and the said Plaintiff did not comply
Effects Goods or Chattels sufficient to
Debt and Costs and the Said Plaintiff
3°. In the Year aforesaid Chinnatha Hannuma
known Abdul Cader of Madura and the
this Court against the said Abdul Cader
dants Father the Sum of Six Pagodas in
the Agreement between the Parties and
Hands to give to the Court and the
Defendants Father were not to pay any
and this Court doth that the said Chinn
and of and Abdul Cader Madura effects
known to have Money at different times
Chinnatha Hannuma gave the said Abdul
for fifty Pagodas including the Six Pagodas
Cader by his Father and this Court
dants Father the Sum of Six Pagodas in
Part thereof to the Defendant and his
and Father the said Abdul Cader and
to give to the Plaintiff Eight Pagodas
and Cader with Interest for only the Principal
the Interest thereon ought to be
and Cader upon the Decree and the

Shakespeare Labba of Hudson Bay Post Esq
aforesaid — being produced as a Witness on the Part of the
Defendant was on the 5th Day of September 1792
after the Hour aforesaid sworn to speak the Truth the
whole Truth and nothing but the Truth touching
the Matters in Question between the Parties
Plaintiff & Defendant in this Cause and being Sworn and Examined Deposeth as follows

1st To the first Interrogatory this Deponent
knows the Complainant & Defendant mentioned in
this Cause, and that he hath known him
years — and that he hath known the Defendant
mentioned in this Cause, and that he hath
twenty five or thirty years — and more to
Interrogatory —

2d To the second Interrogatory this Deponent
saith he was acquainted with Thomas Moore
Wife Thomasine Moore late of Moose Factory
dec'd Thomas Moore died about
years Past and his Wife died about years
past and they left behind them One Daughter
this Deponent saith that they did not leave
any Estate or Effects whatsoever and more
to this Interrogatory —

3d To the third Interrogatory this Deponent
saith he did know Abdel Cuthbert late of Moose
Factory dec'd and that Abdel Cuthbert died

Alexander Labra of Hudson's Bay
about — being produced as a Witness on the Part of
Defendant was on the 5th Day of September 1820
sworn before Thomas Bunn who is attorney for
remaining my Servant who also left him at Red
River upon which of the said Defendant did after
being Sworn and Examined Deposeth as follows
viz

1st. To the first Interrogatory this Deponent
knows the Complainant Andrew Wilson
his Name, and that he hath so known h
years — and that he left him the Defe
remaining with this Name, and that he hath
twenty five or thirty Years — and was
Interrogatory —

2d. To the second Interrogatory this Depon
saith he is acquainted with Colin Robertson
Wife Nancy Sinclair Late of Montreal
years East and his Wife said about fou
past and they left behind them the
this Deponent saith that they did
any Estate or Effects whatsoever and
this Interrogatory —

3d. To the third Interrogatory this Depon
saith he did know Colin Robertson
was and saith that Colin Robertson

Shakeandie Labba of Kamaylah

aforesaid — being produced as a Witness on the Part of the

Defendant was on the 7th Day of September 1827

sworn before Thomas Jones who is Attorney for the

Plaintiff in this Cause to interpret between the

Deponent and the said Thomas Jones the true

Meaning of the Questions which should be put to the

Deponent and the Answers which he should give

touching the Premises in this Cause and being

Sworn and Examined Deposeth as follows

1st. To the first Interrogatory this Deponent

knows the Complainant Alexander in

this Cause, and that he hath known him

years — and that he knew the Defendant

mentioned in this Cause, and that he has

twenty five or thirty years — and was

Interrogatory —

2d. To the second Interrogatory this Deponent

hath been acquainted with Chimakolee

Wife of Quamaskan Lab of Kamaylah in the

said Province of Nova Scotia Yeoman

year Past and his Wife died about five

past and they both lived there as

this Deponent saith that they did not

any Estate or Effects whatsoever at the

this Interrogatory —

3d. To the third Interrogatory this Deponent

he said Jones Alexander Cooper of Kamaylah

was and saith that Alexander

Mayors Court
Madraspatnam

Depositions of Witnesses
taken before the Examiner in the Court on the
Petition of Ramasawmy Mudelly of Black Town
Merchant being produced as a Witness in the Cause
Defendant sworn on the 6th Day of September 1782 before
Mr. Thomas Jones who is Attorney for the Complainant
any Servant who ever kept him a Week of the Time
of Abode of the said Defendant and afterwards on the
Second and Fourth of following
of
1st. To the first Interrogatory the Deponent saith
the Complainant Ramasawmy Mudelly
that he hath or knows from the Depo
doth know the Defendant Vencatasawmy
and that he hath or knows from Study Knowledge
more doth not to the Interrogatory
3d. To the third Interrogatory the Deponent saith

Deposition of [illegible]
Taken before the Examiner in the Court of Exchequer
Shashachallum Chetty [illegible]
Years or thereabouts — being produced on the Part of the Defendant sworn the 10th Day of September Instant at the Office of Mr Thomas Stone the Commissioner duly appointed by Commission under the Great Seal bearing Date the 6th Day of July 1824 to take the Depositions of Witnesses in a Cause depending in the Court of Exchequer at Madras between Shashachallum Chetty [illegible] Plaintiff and Thomas Parker [illegible] Defendant on the Part and behalf of the Defendant in pursuance of the Directions of a Decree made in the said Cause bearing Date the 6th Day of July 1824 and also pursuant to a Notice given by the Plaintiff's Solicitor to the Defendant's Solicitor bearing Date the 7th Day of September Instant

1st I am [illegible] of Madras Merchant and have been so for the last [illegible] Years I am acquainted with the Plaintiff and have been so for the last [illegible] Years I am acquainted with the Defendant and have been so for the last [illegible] Years I am not related to the Plaintiff or Defendant nor am I in the Employ of either of them I am not a Creditor of the Plaintiff or Defendant nor am I interested in the Event of this Cause

2nd I know the Plaintiff and Defendant in this Cause and have known them for the last [illegible] Years I know the Plaintiff's Residence and have known it for the last [illegible] Years I know the Defendant's Residence and have known it for the last [illegible] Years I know the Plaintiff's Agent in this Cause and have known him for the last [illegible] Years I know the Defendant's Agent in this Cause and have known him for the last [illegible] Years I know the Plaintiff's Attorney in this Cause and have known him for the last [illegible] Years I know the Defendant's Attorney in this Cause and have known him for the last [illegible] Years

3rd I know the Plaintiff's Agent in this Cause and have known him for the last [illegible] Years I know the Defendant's Agent in this Cause and have known him for the last [illegible] Years I know the Plaintiff's Attorney in this Cause and have known him for the last [illegible] Years I know the Defendant's Attorney in this Cause and have known him for the last [illegible] Years

4th I know the Plaintiff's Agent in this Cause and have known him for the last [illegible] Years I know the Defendant's Agent in this Cause and have known him for the last [illegible] Years I know the Plaintiff's Attorney in this Cause and have known him for the last [illegible] Years I know the Defendant's Attorney in this Cause and have known him for the last [illegible] Years

5th I know the Plaintiff's Agent in this Cause and have known him for the last [illegible] Years I know the Defendant's Agent in this Cause and have known him for the last [illegible] Years I know the Plaintiff's Attorney in this Cause and have known him for the last [illegible] Years I know the Defendant's Attorney in this Cause and have known him for the last [illegible] Years

Depositions of Witnesses taken on the Part
before the Commissioner in this Cause at Fort St
Soobrayah Chitty of Madras Head Pintado Aged 30 Ye
Caste being produced as a Witness in this Cause On the Part of
was on the 18th Day of September 1782. Sworn before the Offi
Jones who is Attorney for the Complainant by Solemnly affir
also Left hand a Mark of the Name Title and Place of Abo
Deponent and afterwards on the same Day being Sworn and
Deposeth as followeth

1st ... To the first Interrogatory this Deponent saith that he
the Complainant Madras Pardeshy knows that he
he hath or knows have Fifteen Years or thereabouts and
saith knows the Defendant Vandee Moneyapa and
that he hath or knows have four or five Months and
not to this Interrogatory —

5th ... To the Fifth Interrogatory this Deponent saith that
a Dispute Submitted to the decision of the Master Chet
Bank Dont Cognee One of his Mogaltaus produced
from Morgan Williams Cognee purporting that
the Defendant in the Interrogatories named did there
Moneyapa compound for the Master Chetty

Mayors Court at Tuesday the [illegible]

Madraspatnam Hon'ble Thomas

Present

William Mabb Esquire Mayor

Edward Gerrow Thomas

Aldermen

Between [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Defendant

This Cause Coming on to be Heard on

Day on the Summons of the Attorney on both sides

Complainants Bill Copies of an Amicable Counsel

and Agreement Annexed the Defendants Plea

Replication, The General Reporter, The Interrogatories on the part of the Complainant, The Interrogatories

Depositions on the part of the Defendant on all

things Made Use of by the Attorneys on both sides

on Full Court with [illegible] Order and Decree ac-

cordingly Adjudged Decreed that the Mortgaged Premises

and that the Complainant be Satisfied for her Principal

Interest out of the Produce thereof and the Costs

and Decreed that the Defendant Defray all Costs of

Suit &c. [illegible]

particularly Interrogated and Ratled may
pay unto Your Rentr the aforesaid Sum of Eight
Pounds Eight Shillings and Sixty Six Cents
Interest as aforesaid as shall hereafter become Due
also all Cost of this Suit

May it Please Your Honble
the said Honour Lord Lt Governor and
the Sheriff of Port Daniel George Pentney
Esqr and the District Sheriff personally to
appear before this Honble Court at a Certain
place to be by this Honble Court prefixed
then and there to Answer Unto Your Rentrs
Complaint and further to stand to and abide
such Order Sentence or Decree as to this Honble Court

Dated

19th April 83

Thos Ratle vers Shaws Estate

between the days of Appearance

Let a Summons Issue thereon

& Returnable the Next Court Day

Milton Pollard

Mayor

Mayors Court at Tuesday the
Madraspatnam Anno Do

Present

William Webbe Esquire M

Edward John Holland Esq

Alderman

Between Thom

Thomas Mackett

Do Thomas Lewis

John Scholefield

It appearing by the Return
that the Constable Rule Issued for the
was the Complainants Bill which he has
Plea Court ask Counsel Kind Sir to
Said Rule accordingly Was Discharged
shall pay unto the Complainant the Sum
of Eight by three Pagodas eight Fanams and
Pags 83 8 36 Lyckus which Said
now is or shall hereafter Come due Unto
Payment to make also all Costs of Suit

[illegible]

May it Please

[illegible]

Ord
14. Nov[r] 81

To all whom it may Concern Be it Known
Barnard Bakeman Eldest Son of the late
Nabob of the Carnatick & one of the Exors
& Admors Cuthbert of Madras Merchant &
Executor or Dad in writing bearing the
Twenty first day of February which was
year of our Lord One Thousand Seven hund
forth grand Bargain & Sale to the
Hd Barnard a Certain Piece & Parcel
by the Name of the great Garden
piece of Ground Scituate Adjoining
Fortification Wherein the Effate
at that time Known and Distinguish
and Known Garden and Piece of Ground
the said Fortification and which
The said Barnard Cuthbert Esq
of Andrews de Souza and which said
Said Piece of Ground with the Appurtenances
belonging or appertaining or Known to be
held and enjoyed as which Lyes on
Northward of the Black Town Wall
are more fully described and
or Deed of writing of the said Date

Ills 5th December 1782

In the Honble the
Court at Montego

Between
and

The Affidavit of

The above named Deponent Makes
oath & saith that the above named Defendant
by and by whose direction & Order
of Eighteen Thousand three Hundred & Sixty
8 pieces Jamaica Currency the Condemnation
up to the 29th October 1781 and the Deponent
within the Jurisdiction of this Court

Sworn

Alex Cunliffe

Sworn to before
me this 5th December
1782

Alex Cunliffe
Register

Feb 1 Ord 1772

To the Honble the Court
of Admiralty

Humbly Complaining Shewith
Unto the Court Your Orator Richard Chapple Esqr
Master Mate of Madagascar Sloop Ronald Sutherland
Comdr Will and Duly Admitted unto Your Orator
and put down of Thirty four Pounds Ten Shillings
Lawful Money of Great Britain, at the Rate of Eight Shillings
Pr Piece of Eight Pounds Ten Shillings and Two Pence
by New Grants or Proclamation, as well Common Fame
as by a Copy of an Account Current herewith
exhibited for the Inspection of the Honble Court whereof
Prayer may be Allowed as part of this your
Bill of Complaint the Original of which Account
Before Said ready to be produced when Required
shall by this Honble Court be thereunto Required
further Answer unto this Honble Court, that on the
ninth day of the Month of November, which was in
the Year One Thousand Seven Hundred and Seventy
the said Ronald Sutherland duly made Due
unto Your Orator a certain Bond or Obligation bearing
Date the twenty ninth day of the said Month of

Boredat-Hall
Berwick
Berkander

Sworn to in Court
this 22nd day of
Jones Taylor
Esq.

Mayor's Court
Madraspatnam

Dated 21st May 1783

To the Honble the Mayor Commalty
& Citizens of the City of London
in Common Council assembled

The Petition of Thomas Jones
Attorney at Law and Clerk of the
Chamberlains Office

Sheweth

That your Petitioner was bound Apprentice
for the Term of Seven Years by Indenture
dated the Twenty fifth day of March
in the Year of our Lord One thousand
seven hundred and seventy three unto
Thomas Lane of London Gentleman
for the Consideration therein mentioned
your Petitioner hath faithfully served
the said Thomas Lane his Master
for the Space of Seven Years

May 19th 1783

Thomas Jones

Exhibit A

To the Honble the Judges
Court of Chancery

Humbly Complaining
Unto the Honble Court Your Orator
of Woodcote Oxfordshire and by his Attorney
the same place Inhabitant that whereas
late of Pirdard Inhabitant And Widow
Unto Your Orator in the Sum and Sum
two Pounds and Two Pounds Current Money
making in sterling Money of Great Britain
rate of Eight Shillings for every Pound
Thirty Six Pounds and seventeen Shillings
fully and at large appear by Transcript
or Obligation on Record Court and
record with Power of Attorney hereunto
Inspection of the Honble Court and
Prays may be admitted as part
the Original Agreement with Power
in Your Orators Custody and
and for the Inspection of the Honble Court
your Orator further Shewth that the
that he hath sparingly and in
Requested Payment from the said
of the said sum of Money due Pounds and

Defe

Translation of a Mortgage Bond Dated the 25th January 1923

I Schoonderwoerd Daughter of Aby
Wife of Pieter Groenpaal Native of Madura agree
to Mortgage Bond to Abdul Rasad Cain Sangadji Cain Dapdul
Cadier of Pamanukan for the sum of
One Hundred Thousand Rupiahs Which
you My Mortgagee received at Bekda Mainke Billah in Kam
Kampong Dalam between the Rivers of Pamanukan
Kali and Cinda Kampong Gajah with the Half part
of the said House and Ground and Land appertaining
of f 115 / One Hundred and fifteen Rix Dollars Cur
rency of Java, which shall Stand as my Lawful
Land without Interest as long I am
not of 12 Half Yearly Terms Then I do give the Mort
Bond by my Consent Altogether Whether Mortgagee
Mortgagor Mandatory Heirs Successors Assigns
or Myself Received

Witnesses
Mostean
Mostaan

Above Translation as near as can be for
Malabar Language by
Interpreter
Clerk

Above Boy
Jeroen Johnson
Boy for Brophy

the said Martin Maudsley for & towards the premises
in hand paid by the said Defendant at or before the sealing and Delivery of these
presents whereof is hereby Acknowledged the said
Martin Maudsley doth Covenant and Agree to & with
the said Defendant his Executors Administrators and
Assigns that he the said Martin Maudsley for the
consideration aforesaid shall & will from time to time
and at all times hereafter well & truly Save Defend
Keep harmless and indemnify the said Defendant his
Executors Administrators and Assigns and every of them
of & from all Manner of Action Suits Bills Bonds
Writings Judgments Executions Extents Claims and
Demands whatsoever which now are or hereafter shall
be had made Commenced or Prosecuted against him
the said Defendant his Executors Administrators or
Assigns or any of them for or by reason or means of
the said Recited Bond or Obligation and of and from
all Costs Charges and Damages which he the said
Defendant his Executors Administrators or Assigns or
any of them shall or may Sustain or be put unto for
or by reason or means of the said Recited Bond or
Obligation and of and from

Thousand Seven hundred and Eighty three

Signed Sealed and Delivered

before me Straight Justice in the Court

for the Province of ——————

Thomas Pigg

James Johnson

Attorney for Complt

Mayors Court at

Madraspatnam

Tuesday the 24 day of

June Domini

Present

William Webbe Esquire Mayor

James Call — Francis Lind

Esqrs Aldermen

Defendant not

further prosecuting

Attorney James Johnson

Thomas Pigg Plaintiff

and Said Defendant

Discharged

Ordered by the Court that the Recorder

Mr Thomas Pigg pay the Costs of Suit

Reconciliation Debt

1783
March 25. To one Bottle of Cordial
To one Bottle of Ketchup
To one Large Bottle
To Two Wash Balls
To Two Bottle of Vinegar
To one Dozen of Gin
To Two Dozen & one Bottle of Rum
To two Pound of Sugar Candy
To Two Pairs of Worsted Hose
To two Pairs of Mens Cotton Hose
To three Baskets
30. To One Dozen & one Bottle Claret
To Cash Lent
To One Basket
April 3 To One Dozen of Porter
To three Pairs of Ducks
To One Dozen & half of Claret
10 To One Bottle of Porter
Do Do Do
To One Bottle of Gin
18. To One Bottle of Porter

Fort Island Georgia
April 21, 1783

C. C.
Signed Lachlan McGillivray
Alexr Cuthbert
Edward Ellis
Atty for the Complt.

Feb^{ry} 5^{th} 1788

To the Honble the Mayor
Court of Mayresprs

The Humble Petition of [illegible]
the City of London the Kingdom of Great Britain
[illegible]
Richard Rodger Bookseller and Publisher
Thomas Bradshaw Carman of the Parish
of Saint Giles in the Fields in the County
of Middx and Inhabitant Middx Both
[illegible]
Sheweth That Your Petitioners are Liverymen
of Great Britain and Members of the Company
of Stationers and Publishers of London
[illegible]
Shillings or Upwards and Whereas Your Petitioners
Richard Rodger and Thomas Bradshaw
[illegible]
[illegible]
[illegible]

Mayor Recorder &c

To Cornelius Thomas Senior late of Kingston in
the Island of Jamaica Gentleman the Defendant
in his Majesty's Court of Common Pleas
Greeting
Whereas Robert Bell of Copeland in the Parish
of Dorothy Esquire and Diana Thomas Widow
Shall come &c

31st May 1783

Thomas Bell the Attorney of the
within named Complainant having
made Affidavit to the Chief Justice
Record and Affirmed this writ
Issued and that the Defendant hath
left the usual Place of Abode and that
he hath been informed that the Defendant
is about to depart from the Jurisdiction
of this Honble Court, Let Summons
returnable forthwith Warrant of Attorney
and Let the Defendant be held to Bail in the
Sum endorsed

Sworn at the Mansion house
London the 15 of August 1732

Before me

Wm Thomas
Mayor

Sealed and Delivered in
the Presence of

Filed 31st May 1795.

To the Honble the Mayor &c
at Madraspatnam

Between William Campbell
on the City of London on the
Kingdom of Great Britain
Gentleman on Board the Ship
and on behalf of himself
Richard Hodges Master of the
Ship or Vessel called the
Thomas Bristol Burthen
about Sixty Montgomery
now lying in Madras Road
Complainant

and

Thomas Turner late of the Ship
General Coote Commander
lying in Madras Roads
after Madras aforesaid

The Affidavit of the said Thomas Bristol
the said Defendant taken and sworn before
me a person duly authorized to administer Oaths
William Rous an Assistant Judge of the City aforesaid

Mayors Court at
Madraspatnam

Tuesday the 5th day of July
Anno Domini 1726

Present

William Hobb Esqure Mayor
Thomas Cooper } Edward Wood
} Aldermen

Between William Aungier
and the City of London Esqr
by his Attorney Thomas Bond
Complainant and Thomas
of Madras Inhabitant Defendt

It Appearing by the Records of this Court
that the Complainants Bill which he has Duly Exhibited in this
Court doth Remain Filed in Order and Process made
accordingly Order and Decree that the Defendt shall pay
unto the Complainant the Sum and Debt Demanded
and Thirty Seven Pagodas for Pagodas Appearance with such Interest as may be shall Damages
Costs in this Suit

Hobb

17th May 1750.

This Bill was Read the
Days of Adjournment
Your Return to the First Court Day

Wm Webb
Mayor

The Mayors Court Letters Testamentary

Accordingly ordered Dismissal the Defendant Elizabeth
his Complainant the Suit & Suit dismissed Costs
Rixa Pagodas & Thirty five Fanams Paid 25 p 35 by
with Costs Interest as more is worthy Complainant Dismissed
on Satisfaction Payment is made also Receipt of Plaintiff

F.D 2? Jan.y 1753.

To the Worthy the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth
his Worthy Court Your Orator Thomas Elizabeth
Widow of Madras Inhabitant That Whereas you Orator
on the Nineteenth day of March in the Year 1752 and there
with Consent and Agreed of Elizabeth Lady of the aforesaid
Widow, Deceased and Executrix Elizabeth Lady
the Sum of Three Hundred five Hundred Star Pagodas
the Said Elizabeth Lady Promised and Thereby bound
unto Your Orator, by certain Articles and Contemplation
of time, with an Interest after the Rate aforesaid
Viz.t fifteen Hundred Star Pagodas aforementioned
Sum of Three Hundred five Hundred Star Pagodas on
the Thirty first day of August next following, the day of
of Payment and aforesaid Sum of Three Hundred Star Pagodas
with such Interest as aforesaid to be due and Payable on the Thirty
day of December following, Your Orator further Shews

considerable, and to very great Amount, Therefore Humbly Prays
your Grace Should Please to Grant Unto Your Orator Writs of Subpoena
Ruper, to be Directed to the Said Thomas Barrett & Elizabeth Cary
and of Such Other Further Relief in the Premises as the Nature of
this Case Shall require and your Grace Shall Think Meet &c.

To the End therefore that the Said Thomas Barrett & Elizabeth Cary
may Come to Answer the Premises and Stand to Perform Such Order
Therein as to Your Grace Shall Seem Meet, May it Please Your Grace
to Grant unto Your Orator Writs of Subpoena to be Directed to the
Said Thomas Barrett & Elizabeth Cary Commanding them and Each
of them at a Certain Day and under a Certain Pain therein to be
Limited personally to be and Appear before Your Grace in this
Honble Court then and there to Answer the Premises and to Stand
to and Abide Such Order and Decree therein as to Your Grace
Shall Seem Meet &c.

And Your Orator Shall Ever Pray &c.

Baltimore

Ct. Hd.

Thomas Barrett & Elizabeth his Wife
Elizabeth Cary Lee
Thomas Barrett Junr.
Mary Barrett
Ann Barrett
Sarah Barrett
Rebecca Barrett
Henrietta Maria Barrett
Charles Barrett
Benjamin Barrett
Edward Barrett
Richard Barrett
Thomas Barrett
Henry Barrett
Joseph Barrett
Elizabeth Barrett
Mary Barrett
Ann Barrett
Sarah Barrett
Rebecca Barrett
Henrietta Maria Barrett
Charles Barrett
Benjamin Barrett
Edward Barrett
Richard Barrett

Whereas for the more ready ways persons may
the better prosecute their Suits & Pursue the Remedies
will conduce to Equity and good Conscience and the
ease Quiet of the Mind of persons may be Informed
& Do Not Exhibit Bills Against Persons
or Corporations, to the Clerk & Masters of the Court
Court, may upon his Corporal Oath, true and perfect
make, to all and singular Interrogatories and Things
before Subscribed and allledged as fully, truly and Perfectly
to all Intents and purposes as if the same were Repeated
Repeated and particularly Interrogated to and Answered
that the said Thomas Burnett may Subscribe the
said Elizabeth Cary departed this Life, and whether
the said Thomas Burnett is not the Administrator
Clerk and Effects, and when and Where he took
and Obtained Letters of Administration thereof
Thomas Burnett did not take out Letters and when possessed
of the aforementioned Mortgage Premises, or any and what part
thereof as well as of the Real and personal Estate and
Effects of the said Elizabeth Cary and whether
the said Thomas Burnett is not the Administrator
Master did Release and Convey to the said Elizabeth
the aforementioned Lands of the said Richard
Ann Snyder or his Heirs and whether the Consideration
Sale of the Obligations hereto annexed or what Sum
and whether such Sum was paid by the said
agreed and Which of the Lands

Exhibit

Know all Men by these Presents that I
Hugh Campbell of the City of Montreal
in the District of Montreal Esquire
for and in consideration of the sum of
Five Hundred Pounds
current money of this Province
to me in hand well and truly paid by
Duncan Gordon of the City of Montreal
Esquire
the receipt whereof I do hereby acknowledge
and myself to be therewith fully satisfied contented and paid
Have granted bargained sold aliened released and confirmed
and by these presents do grant bargain sell alien release and confirm
unto the said Duncan Gordon his heirs and assigns
All that certain lot piece or parcel of ground situate lying and being
in the City of Montreal in the District of Montreal aforesaid
containing in front on Notre Dame Street
forty feet more or less
by the depth thereof from the said front on Notre Dame Street
aforesaid to the rear thereof
one hundred feet more or less
which said lot of ground is known and distinguished
in the plan and survey of the said City of Montreal
made by Joseph Bouchette Esquire
Surveyor General of the Province of Lower Canada
bearing date the first day of August
one thousand eight hundred and twenty four
and is numbered
in the said plan and survey
which said lot of ground is bounded
in front by Notre Dame Street aforesaid
in the rear by a lot of ground belonging to the Estate of the late
Honorable James McGill deceased
on the East side by a lot of ground belonging to the Estate of the late
Honorable James McGill deceased
and on the West side by a lot of ground belonging to the Estate of the late
Honorable James McGill deceased
with all and singular the buildings and improvements
ways easements
rights members and appurtenances
whatsoever to the said lot of ground belonging or appertaining
or in any wise appertaining
and the reversion and reversions remainder and remainders
rents issues and profits thereof
and all the estate right title interest property claim and demand
whatsoever
of him the said Hugh Campbell
in law equity or otherwise howsoever
of in and to the same
and every part and parcel thereof
To have and to hold
the said lot piece or parcel of ground
and all and singular other the premises hereby granted
with the appurtenances
unto the said Duncan Gordon his heirs and assigns
to the only proper use benefit and behoof
of the said Duncan Gordon his heirs and assigns
for ever
Subject nevertheless to the payment
unto the Honorable the Governors of the College of
Montreal
for the time being
of the yearly rent or sum of
Two Pounds
current money of this Province
on the first day of January
in each and every year
forever

Dr. Thomas Barrett Administrator to the Estate and Effects of the late Elizabeth Carty Deceased — Cr.

1782				1783			
March	1st	To Principal Lent to the Deceased on her Life time upon a Mortgage Bond	3500 —	May	1st	By the Amount Principal of a Decree against Elizabeth Carty that Remains to be Satisfyed	1500 —
1783							
May	1st	To Interest being 1 Yr. 2 Mo. 15 @ 12 P Cent p Annum	520 —			By Ditto Ballance Due	2520 —
		Pagodas	4020 —			Pagodas	4020 —

Madras 31st May 1783—

Errors Excepted

Tho Barrett

Mayors Court at
Madrasapatnam

Tuesday the 15th day of July
Anno Domini 1735

Present

William Hall Esquire Mayor
Edward John Holland }
Edward Fenwick } Aldermen

Richard Prince
Richard Benyon
Richard Bourchier
Thomas Hall
Charles Floyer
Edward Stephens
Charles Purling
Thomas Pigott
} Assistants

Appearing by the Recorders Order

Dr. Captain Joseph Smith in Account Current with William Carlile Cr.

1777 Nov 1	To the Amount Principal of the Mortgage Bond now held by Do	1600		By Cash Rec'd from the Estate of Do for 2 Yrs 83 Months	1215	
1782 Nov 30	To Interest on Do from 1st Nov 1777 to the Amount of principal & Interest at 6 p Cent per Annum	385		By Balance Due	385	
		1985			1985	

Errors Excepted Pr

Portsmouth Jany 25th 1783

Wm Carlile

To the Honble the Mayor
Court of Aldermen

Humbly Complaining Sheweth
to Your Worship Court Jno Wesley Thomas Lewis Joseph
Allowin of the Middle Court and for Some Substantial
Last Dwelling Separated Wholly of the same Court
Situate adjoining and Lying on the East Side of
the Said and just Bounds of the Said Court and
Lying on the Southerly Part of the Said Court
Being in Length Fifty Feet Eight Inches and
Eight Shillings for any Equal Rent Value
Pounds and One Shilling as Rent and Service
and Duties Upon the Ground Rents Reserved
for the Redemption of the Middle Court and Your
Prays to your Worship to Take the Premises and
Your Orators Case of Complaint the Consideration
Your Worship Shall Seem Meet and Your Orator
Your Orator Shall by the Middle Court be Bound
Your Orator further Sheweth unto Your Worship
and Thirty Six Pounds Lawful Money of
Rent in the Year of the Said Court and
Thirty Six Pounds Lawful Money of
Rent or Allegation During the Said
Day of the Month of the Said Court

Dr. Tandal Nagapah Moodelly in Account Current with Thomas Jones Esq.

1783				1783			
April 5	To the Amount Principal of your Bond of this Date		24231	Sundry Pay'ts to Sundries Dr.			25 a 12
	To Interest Due thereon		624				
	Pagodas	25 a 12			Pagodas	25 a 12	

Fort St. George 25th. Jan. 1783

Errors Excepted

Thomas Jones

Thomas Jones
Acct. for Compt.

Mayors Court at

Madraspatnam

Tuesday the 22d August

Anno Domini

Present

William Webb Esquire Mayor

James Call — D. Francis Lind

Aldermen

A Quorum

the Attorney

Clerk of the Peace

Coroner

The Defendant being brought to the Bar by the Keeper of the Compter and the Information against him for Riotously and Tumultuously Assembling and Disturbing the Peace of our Sovereign Lord the King and Breaking open the Dwelling House of Mr Thomas Hall Gunner of the Fort and Assaulting him therein and Beating Wounding and Ill Treating him and Threatening to Kill him and Others of his Family with Intent to Murder them and Carrying away Goods and Effects of the said Thomas Hall and Others of his Family and Converting the same to his own use and Refusing to Restore the same being read to him and he asked what he had to say thereto

He

Know all Men by these Presents that We
Winfield Hendrickson and Ann Hendrickson
wife of Queens County and State of New York
for and in consideration of the Sum of Two
Hundred and Fifty Dollars lawful money of the
United States of America to us in hand paid by
Henry Mitchell of the same place the receipt
whereof we do hereby acknowledge have granted
bargained sold aliened enfeoffed released and
confirmed and by these presents do grant bargain
sell alien enfeoff release and confirm unto the
said Henry Mitchell his heirs and assigns
forever all that certain lot piece or parcel of
land situate lying and being in Jamaica in
the County of Queens and State of New York
bounded and described as follows to wit
Beginning at a stake standing on the
Northerly side of the road leading from
Jamaica to Flushing at the distance of
Seventy feet Westerly from the Westerly
corner of the house now occupied by
Thomas Hicks and from said beginning
stake running thence Northerly at right
angles with said road Two hundred feet
to a stake thence Westerly parallel with
said road Seventy feet to a stake thence
Southerly parallel with the first course
Two hundred feet to the said road and
thence Easterly along the said road
Seventy feet to the place of beginning
containing three hundred square rods of
land be the same more or less
Together with all and singular the
hereditaments and appurtenances thereunto
belonging or in anywise appertaining and
the reversion and reversions remainder and
remainders rents issues and profits thereof
and also all the estate right title interest
property claim and demand whatsoever of
the said parties of the first part either in
law or equity of in and to the same and
every part and parcel thereof with the
appurtenances To have and to hold the
said premises with the appurtenances unto
the said party of the second part his heirs
and assigns forever And the said parties
of the first part for themselves their heirs
executors and administrators do covenant
promise and agree to and with the said
party of the second part his heirs and
assigns that they the said parties of the
first part have not done committed or
knowingly or willingly suffered to be done
any act matter or thing whatsoever whereby
or by means whereof the said premises or
any part thereof is or shall be charged or
encumbered in title estate or otherwise
howsoever And that the said parties of the
first part their heirs executors and
administrators shall and will warrant and
forever defend the said premises with the
appurtenances unto the said party of the
second part his heirs and assigns forever
against the lawful claims and demands of
all persons whomsoever In Witness
Whereof the said parties of the first part
have hereunto set their hands and seals
the Twenty fifth day of December
in the year of our Lord one thousand
seven hundred and eighty eight

Signed Sealed and Delivered
in the presence of

Winfield Hendrickson
Ann Hendrickson

Feb 17th January 1803.

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining sheweth unto
Publick Court Your Orator Thomas Rich
and Peter Hutchins of Madras Merchants That whereas
Thomas Eckhart late of the Town Place Merchant Did
Sell unto Your Orator in Feby last a Part Share of Three
Hundred and Fifty Nine Pagodas Fifty Fanams
Fanam and Sixteen Cash Current Money of Fort St George
Sing in Sterling Money of Great Britain after the Rate
of Eight Shillings for every Pagoda the Sum of One Thou
sand Six Hundred and Fifty Nine Pounds Ten Shillings
Shillings, as Pr Account Sales given in Pursuant thereto
hereto annexed for the Payment of which Sum Your Orator
Your Bonds for the Payment of the Same at Certain
Days in Manner following that is to say One Bond for
Sum of Eight Hundred and Twenty Nine Pagodas
Fanam and Sixteen Cash Current Money of Fort St
George dated the 1st of October One Thousand Eight Hundred
and Two Payable Six Months after Date thereof and
One other Bond for the Sum of Eight Hundred and
Thirty Pagodas Fanam and Sixteen Cash Current
Money of Fort St George dated the 1st of October One
Thousand Eight Hundred and Two Payable Nine Months
after Date thereof and One other Bond for the Sum of
Eight Hundred and Thirty Pagodas Fanam and Sixteen
Cash Current Money of Fort St George dated the 1st of
October One Thousand Eight Hundred and Two Payable
One Year after Date thereof and One other Bond for the
Sum of Eight Hundred and Thirty Pagodas Fanam and
Sixteen Cash Current Money of Fort St George dated the
1st of October One Thousand Eight Hundred and Two
Payable Fifteen Months after Date thereof and One other
Bond for the Sum of Eight Hundred and Thirty Pagodas
Fanam and Sixteen Cash Current Money of Fort St
George dated the 1st of October One Thousand Eight Hundred
and Two Payable Eighteen Months after Date thereof
All which Bonds are Drawn Payable to Your Orator
or Order and Signed by the said Thomas Eckhart

D.r Majr. Andrew Ross Alexander Cr.

1779 October	To		
	15. To Cash paid his Excellency the Governor Pay		
	Amo. payable in Gold & Silver Coin for		
	Principal	Sterl.	£ 624.15
780 October	To		
	15. To Subsistence Pay &c. 1779 Oct. 15. for One Year due this day		£ 182.5
	Pagodas		£ 806.20
780 October	To		
	15. To Ballance of Account Current this date		£ 946
781 October	To		
	15. To Subsistence Pay &c. for One Year		£ 182.5
781 October	To		
	15. To Ballance of Account Current this date		£ 946
782 Oct.	To		
	15. To Subsistence Pay &c. for One Year		£ 182.5
	Pagodas		£ 1128
782. June	To		
	10. To Subsistence Pay &c. for One Year		£ 182.5
	Pagodas		£ 1310.5

Know all Men by these Presents that I

I do hereby bind myself my heirs executors and Administrators
Jointly severally by these Presents to pay unto the
Honble Henry Mc Neal in Port Royal Esqr the
Sum of Eight Pagodas in the year of our Lord One Thousand
Seven Hundred and Twenty Nine

Whereas the above bound George Smith

Captain

of the above named Ship Mary de Costa Burthen
forty Nine Tons or thereabouts now Riding at Anchor in
Port Royal Harbour is bound from hence to Boston in
New England and hath obtained a Pass from the Honble
Henry Mc Neal Esqr Governor of Jamaica for the said Ship
to depart from hence to Boston aforesaid Now the Condition
of this Obligation is such that if the above bound George Smith
his Heirs Executors Administrators or Assigns shall and do
abovementioned Mary de Costa Burthen forty Nine Tons or
thereabouts Navigation outwards and homewards from
and until the time of their Return to Port Royal the Pagodas Eight
hundred aforesaid or what money shall become due and Payable
for the said Ship to the said Henry Mc Neal Governor aforesaid
his Heirs Executors Administrators or Assigns
for the Port Charges
Then this Obligation to be void and of none effect
or else to remain in full force and virtue

Signed Sealed and Delivered
in the presence of
Solomon Bonnett
Samuel Arnold

Memd that on the Bond whereunto this is Endorsed
there is Eight Pagodas Entered to be paid

Solomon Bonnett
Samuel Arnold

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Indorsed their several Names on the Back of the said
several Bonds thereby agreeing to pay the several Sums
therein mentioned in the Condition of the said Bonds respectively
And they do Acknowledge also that they have paid the
several above mentioned on the Copies of the said
Bonds annexed by the Complainants to their Bill of Com-
plaint and set forth in the Answer of Court Copies
of which annexed thereto But the Defendants say
they have received Answer that the said George Smith be-
came a Bankrupt in London on the Nineteenth day
of February which was in the Year of our Lord One
Thousand Seven Hundred and Eighty three and that Mr Hall
Edward Monckton Gilbert Esqr & John Morgan
Thomas Raikes and Thomas Grigson on behalf of the Cred-
itors of the said Estate and Effects of the said George Smith the
Defendants say that they the said Edward Monckton
Esqr John Morgan and Thomas Raikes by Indenture
bearing date in London on the Eighth day of March in the
Year of our Lord One Thousand Seven Hundred and Eighty
three and made between the said George Smith of the
One part and the said Defendants of the other part
The said granted by the said George Smith unto the
said Defendants their Executors Administrators and
Assigns All the Estate Right Title Interest Property
Claim and Demand whatsoever both in Law and Equity
of him the said George Smith of in to or out of all
and every the Messuages Lands Tenements Hereditaments
and Premises whatsoever and wheresoever of him the said
George Smith To have and to hold all and singular
the said Messuages Lands Tenements Hereditaments
and Premises unto the said Defendants their