Mayors Court at
Madraspatnam

Between George Isaacs
of Madras Gentleman Coft
and Andrapah of the same
Inhabitant Defendant
On the Part of the Defendt

Depositions of Witness taken in this Cause by the Examiner in this Court as follows viz.

Vellaydan of Madras Conicopher Aged 50 Years or thereabouts being produced as Witness in this Cause On the Part of the Defendant on the 28th Day of October 1782 Signified at the Office of Mr Stephen Popham his attorney for the Complainant by Burrowing one Shilling left from a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st — To the first Interrogatory this Deponent saith that he doth know the Complainant George Isaacs in this Cause and he doth believe him to be four Years of Age or thereabouts and that he doth know the Defendant Andrapah in this Cause, and he doth believe him to be twenty Years of Age or thereabouts and more saith not to this Interrogatory —

2d — To the fourth Interrogatory this Deponent saith that the Complainant and Defendant entered into the Tenor of the Interrogatories in one Partnership Dealing of Beef and Veal during four Months in the Year of Our Lord One Thousand Seven Hundred and Seventy Nine from the Month of January to May — and this Deponent saith that he was employed by the Complainant in collecting the money for Beef and Veal sold on account of the said Partnership and he saith that he received Money for Beef and Veal sold on account of the said Partnership to the Amount of Pagodas Fifty Two and Fanams Thirty Two and no more saith not to this Interrogatory —

3d — To the third Interrogatory this Deponent saith that he doth believe the Complainant and Defendant did account with each other for the Money received on account of the said Partnership Dealing and this Deponent saith that he was present when the Complainant and Defendant did account together and the Defendant paid the Complainant Pagodas Fifty Two and Fanams Thirty Two and no more saith not to this Interrogatory —

4th — To the fourth Interrogatory this Deponent saith that he did receive the money on said account and the said Ponambalum did account with George Isaacs the Complainant for the Amount of the Money he received on said Account and this Deponent saith that the said Ponambalum was deficient One hundred and twenty One Pagodas and some Fanams on said account — and more saith not to this Interrogatory —

5th — To the fifth Interrogatory this Deponent saith he was Servant to the Defendant in the Months of February and may in the Year of our Lord One Thousand Seven Hundred and Seventy Nine and he doth know the Complainant and Defendant were Partners in the Selling of Beef and this Deponent saith he was employed by the Defendant to serve out the Beef and Veal belonging to said partnership and he saith that he was Beef and Veal served out to the Complainant to the Amount of twenty One Pagodas & fifteen Fanams from the thirteenth day of February to the thirty first day of May which was in the year of Our Lord One Thousand Seven Hundred and Seventy Nine and he did keep account of such quantity as served out to the Complainant and on shewing and producing to him at this the time of his Examination the Cadjan Plantain marked with the Letter A this Deponent saith the same is a true Copy from the said Account kept by the Defendant, and that the Complainant hath not paid for the same or any part thereof — and more saith not to this Interrogatory —

6th — To the sixth Interrogatory this Deponent saith that for

the Complainant in these Interrogatories named advanced One hundred and fifty Pagodas to the Defendant on the Joint acct of Beef and Veal and when the Partnership was broke up the Complainant demanded payment of the said Sum to which the Defendant replied he might take the Ballance of One hundred and twenty Pagodas that remained due from the Conceptic Ponambalum employed by himself and the acct for Beef & Veal he had been supplied with which would make One hundred and forty One Pagodas & fifteen fanams upon which the Complainant sent for said Conceptic & kept him two Days confined in his House and after the said Ponambalum had been confined two Days he made his escape and run away — and more saith not to this Interrog

Richd Dighton
Examr

Mayors Court at
Madraspatnam

Between George Taswell of Madras Gentleman Compt and Audeapah of the same Place Inhabitant Defendant
On the Parts of the Defendant

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

Govinden of Madras Drover Aged 68 Years or thereabouts — being produced as a Witness in this Cause On the Part of the Defendant was on the 25 Day of November 1782. Signified at the Office of Mr Stephens

40 79

Popham who is Attorney for the Complainant by Beemasing 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 George Taswell in this Cause, and that he hath so known him ten Years or thereabouts and that he doth know the Defendant Audeapah in this Cause, and that he hath so known him twenty Years or thereabouts — and more saith not to this Interrogatory —

To the fourth Interrogatory this Deponent saith that the Complainant and Defendant named In the Title of these Interrogatories were partners in Selling Beef and Veal for about four Mothes sometime in the Year of Our Lord One Thousand Seven hundred and Seventy Nine, and this Deponent saith that one Ponambulum a Conceptic belonging to the Complainant had the management of the Receipt of the Money on account of said Partnership between the Complainant and Defendant named in these Interrogatories and this Deponent saith said Ponambulum was employed by the said Complainant in said Business and the said Ponambulum used to acct with the Complainant for the Money he received on said account and this Deponent saith that the said Ponambulum was deficient One hundred and twenty Pagodas in said Accounts — and more saith not to this or the last Interrogatory —

The Marke 5 of Govinden

Richd Dighton
Examr

Mayor's Court at
Madraspatnam

Tuesday the 11th of Novr
Anno Domini 1783

Present

William Webb Esquire Mayor
Edward Garrow and Philip Stevy
Aldermen

Between George
of Fort St George Esqr
Complainant and Nath
of Madras Inhabitant Defr

This Cause coming into the Court & Debated the
Day on the Presence of the Attorneys on both Sides on the
the Complainants Bill with Copy for answer and
amended Answer with an Account Current annexed the
amended Replication the Rejoinder with an Account
Particulars & Copy for Agreement & amended Rejoinder
Depositions on the part of the Complainant the Interrogatories
Depositions on the part of the Defendant the Report
Pleadings and Papers of the Attorneys and on debate
& thereon Said Court with the whole Order and Decree
aforesaid Ordered & Decreed that the Defendant do pay
unto the Complainant the Sum of Two Thousand Two
and Ninety Six Star Pagodas Two Fanams and forty Cash
Star Pagodas 2396. 2. 40. Together with Interest
now is or shall hereafter become due thereon at the Rate
made Monthly thereon from the Sum of Twenty Six Thou
Nine Fanams Star Pagodas 26. 9. Together with
Interest as now is or shall hereafter become due thereon at

for Beef & Veal supplied the Complainant by the Defendant and
it is further Ordered & Decreed that the Defendant do pay all
Costs of this Suit

Mayr

Filed 13th June 1783.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Fernandez Edlett by his Attorney Nelavia De
Souza of Madraspatnam aforesaid Inhabitant that Gasapha
Hussain alias Meyah Saib of the same place Inhabitant stands
well and truly indebted unto Your Orator in the Sum of
One Thousand Two Hundred and Thirty Nine Pagodas
and Seven Fanams Current Money of Madras Making in
Sterling Money of Great Britain the Sum of Eight Hun
dred Pounds Sterling Pagoda the Sum of Four Hundred and ninety five
Pounds and fourteen Shillings whereof he doth 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 and taken as part and parcel
of this Your Orators Bill of Complaint the Original of which
Your Orator and Attorney Ready to produce, whenever Your Orator shall by the Honble Court be
thereunto required Your Orator further sheweth unto this
Honble Court that the said Gasapha Hussain alias Meyah
Saib was the Proprietor and in possession of a Garden or Topo
situated and being at Mylapore Conducive to the Temple of
Oscar, which said Garden he the said Gasapha Hussain alias
Meyah Saib had Mortgaged to One Pellaya pah Maudelly

to whom, he the said Gasapher Hussain Alias Meyah Said
delivered the Bill of Sale thereof, and the said Gasapher Hussain
alias Meyah Said being desirous of disposing of the said Garden
made an Offer of selling the same to your Orator which Your
Orator Accepted of and Agreed to pay unto the said Gasapher
Hussain Alias Meyah Said, as and for the purchase Money
of the said Garden or Tope, the Sum of Nine hundred Pagodas,
in pursuance of which Your Orator immediately paid unto
the said Gasapher Hussain alias Meyah Said the Sum of
Two hundred Pagodas, and in a few days Afterwards a further sum
of One Hundred and Sixty Pagodas, as and for part of the purchase
Money of the said Garden or Tope, the Residue being left in Your
Orators Hands for the purpose of discharging the Amount of the
Mortgage made to the said Vellayapah[illegible] Bonegaree
of which he, the said Gasapher Hussain alias Meyah Said put
your Orator into possession of the said Garden or Tope, and
gave, granted, and executed unto Your Orator a Bill of Sale
thereof as by the same fully and at large Appear by a Copy of
a Translate of the said Bill of Sale hereunto Annexed for
the Inspection of this Honble Court, which Your Orator also prays
may be deemed and taken as part and parcel of this Your Orators
Said Bill of Complaint, the Original of which is in Your Orators
said Attorneys Possession, and ready to be produced, when
and where your Orator shall, by this Honble Court, be thereunto re-
quired Your Orator further Sheweth unto this Honble Court
that Your Orator frequently applied unto the said Vellay-
apah Modelly to receive the Amount of the Mortgage upon
the said Garden or Tope, which Your Orator had purchased
in manner hereinbefore Mentioned and to deliver up to
Your

Orator the Bill of Sale thereof, but the said Vellayapah
Modelly fraudulently intends Complaining unto Your Orator
Demands under various pretends and pretences being there-
unto encouraged and aided by the said Gasapher Hussain
alias Meyah Said, who had confederated himself with the
said Vellayapah Modelly and Schemed for the purpose of depriv-
ing Your Orator of the Benefit of the said Purchase he had
made for the Sum of Twelve hundred and sixty Pagodas
as aforesaid, the said Gasapher Hussain alias Meyah Said on the first Day of the Month of October
in the year of our Lord One thousand seven hundred
and Ninety eight Bengalee colledged the said Tope or Garden
into his Property for the sum of Two hundred and twenty four
Pagodas, and did grant, convey and assign the said Tope
or Garden by the Bill of Sale of the said Garden the said Vellay-
apah Modelly the same time delivering up the Deeds thereof
unto Your Orator for the Amount and the Vellayapah Modelly
did the Twenty fourth Day of the Month of October in
the year of our Lord One thousand seven hundred
and Ninety eight give a Receipt in full for the Amount
and for a Bill of Complaint the Vellayapah Modelly against the
said Gasapher Hussain alias Meyah Said and the said Gasapher Hussain alias Meyah Said
did the Twenty fifth Day of the said Month of October
in the year of our Lord One thousand seven hundred
and Ninety eight Bengalee colledge the said Tope or Garden
into his Property for the sum of Two hundred and twenty four
Pagodas, and did grant, convey and assign the said Tope
or Garden by the Bill of Sale of the said Garden the said Vellay-
apah Modelly the same time delivering up the Deeds thereof
unto Your Orator for the Amount and the Vellayapah Modelly
did the Twenty fourth Day of the Month of October in
the year of our Lord One thousand seven hundred
and Ninety eight give a Receipt in full for the Amount
and for a Bill of Complaint the Vellayapah Modelly against the
said Gasapher Hussain alias Meyah Said and the said Gasapher Hussain alias Meyah Said
did the Twenty fifth Day of the said Month of October
in the year of our Lord One thousand seven hundred
and Ninety eight Bengalee colledge the said Tope or Garden
into his Property for the sum of Two hundred and twenty four
Pagodas, and did grant, convey and assign the said Tope
or Garden by the Bill of Sale of the said Garden the said Vellay-
apah Modelly the same time delivering up the Deeds thereof
unto Your Orator for the Amount and the Vellayapah Modelly
did the Twenty fourth Day of the Month of October in
the year of our Lord One thousand seven hundred
and Ninety eight give a Receipt in full for the Amount
and for a Bill of Complaint the Vellayapah Modelly against the
said Gasapher Hussain alias Meyah Said and the said Gasapher Hussain alias Meyah Said
did the Twenty fifth Day of the said Month of October

to whom, he, the said Gasapher Hussain Alias Meyah Said
delivered the Bill of Sale thereof and the said Gasapher Hussain
alias Meyah Said being desirous of disposing of the said Garden
made an offer of selling the same to your Orator which Your
Orator Accepted of and Agreed to pay unto the said Gasapher
Hussain Alias Meyah Said, as and for the purchase Money
of the said Garden or Tope, the Sum of Nine hundred Pagodas,
in pursuance of which Your Orator immediately paid unto
the said Gasapher Hussain alias Meyah Said the Sum of
Two hundred Pagodas, and in few days Afterwards a further sum
of One Hundred and Thirty Pagodas, as and for part of the purchase
Money of the said Garden or Tope, the Residue being left in Your
Orators Hands for the purpose of satisfying the Amount of the
Mortgage made to the said Vellaya[illegible] Pagodas
of which he, the said Gasapher Hussain alias Meyah Said put
your Orator into possession of the said Garden or Tope, and
gave, granted, and executed unto Your Orator a Bill of Sale
thereof as will more fully and at large Appear by a Copy of
a Translate of the said Bill of Sale 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
Said Bill of Complaint the Original of which is in Your Ora-
tors said Attorneys Possession, and ready to be produced, when
Your Orator shall by this Honble Court be thereunto re-
quired. Your Orator further Sheweth unto this Honble Court
that Your Orator frequently applied unto the said Vellaya
pah Modelly to receive the Amount of the mortgage upon
the said Garden or Tope, which Your Orator had purchased
in manner hereinbefore [illegible]

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Your Orator the Bill of Sale thereof, but the said Vellayapah
Modelly constantly denied Complaining unto Your Orator
Demand under various pretexts and pretences being there-
unto encouraged and incited by the said Gasapher Hussain
alias Meyah Said, who had Confederated himself with the
said Vellayapah Modelly and Others for the purpose of depriv-
ing Your Orator of the Property which Your Orator had pur-
chased for the effecting of which the said Gasapher Hussain
alias Meyah Said on the first Day of the Month of Septem-
ber which was in the Year of Our Lord One Thousand
Seven hundred and Eighty Seven entered into Articles of
Agreement with Your Orator for the sum of One Thousand Pa-
godas and did your Orator and deliver unto the said Vellaya-
pah another Bill of Sale of the said Garden to the said Vellaya-
pah Modelly at the same time taking up the Bill of Sale from
Your Orator for the Amount of the Mortgage which
about the Twenty fourth Day of the Month of October
was the Year of Our Lord One Thousand Seven Hundred
and Eighty Eight the said Gasapher Hussain alias Meyah
Said Exhibited his Bill of Complaint against Your Orator
and the said Vellayapah Modelly and others in the Court of
Adawlut of the Honble the English United East India Company
at Fort St George and thereby Charged that the said Vellaya-
pah Modelly had not received the Amount of the Mortgage
upon the said Garden or Tope from Your Orator and
the said Vellayapah Modelly Refused to Answer the said
Bill of Complaint unless Your Orator was Ordered by the
said Court of Adawlut to pay the Amount of the said Mort-
gage into the Hands of the Register of the said Court
which Your Orator was accordingly Ordered to do by the
said Court of Adawlut and Your Orator Accordingly did
pay the Amount of the said Mortgage into the Hands of the
Register of the said Court and Your Orator Claims the said
Garden or Tope under and by Virtue of the said Bill of Sale

and Benefit of the said Nathaniel Dabney his heirs Exrs
administrators and Assigns to ask required demand and
receive of the said Josephus Phipps when Myah shd
his heirs Executors administrators and Assigns the Money
due and to become due on the said Account Contract and for
payment thereof him the said Josephus Phipps there by
oblidg shd his heirs Executors administrators and Assigns
to come for and answer thereunto and on payment thereof to
Deliver up and Cancel the said Account Contract and
Settlement Releases and Discharges therefrom and to
make Attorney or Attorneys under him to make Lawful
and Apparent and whatsoever the said Nathaniel is Sorry
Attorney or Attorneys shall Lawfully do in the Premises
the said Jonathan Pitcher doth hereby allow and confirm
the said Jonathan Pitcher with Covenant with the said
Josephus that he the said Jonathan Pitcher hath not
nor will receive the said Money due at time aforesaid
Account Contract or any part thereof Neither hath
Nathaniel Dabney Deceased or any part thereof Released
or Discharged the same or any part thereof but
the same Debt or Sum of Money remaining and being
Justly and Truly due and owing to the said Jonathan
Pitcher as aforesaid Without any Fraud Guile
or Covin whatsoever In Witness whereof the said
Jonathan Pitcher hath hereunto set his hand and
Seal this Eighteenth day of March in the Year of
our Lord One Thousand Seven Hundred and

Signed Sealed and Delivered
in the Presence of
Jonathan Pitcher
Benjn Jones
Abby Jones

Filed 29 July 1793.

The Answer of Josephus Phipps
one Myah Late of Madeira Inhabitant
Defendant to the Bill of Complaint
of Jonathan Pitcher by his Attorney -
Nathaniel Dabney of the same Place
Inhabitant Complainant -

This Defendant now and at all time hereafter
saving and reserving to himself all and all manner of Ben-
efit and Advantage of Exception to the Many Errors Uncertain-
ties, Insufficiencies and Imperfections in the said Bill of Com-
plaint Contained for answer thereunto or unto so much thereof
as he is advised is Material for him to make answer
unto, he this Defendant Answereth and Saith that he abso-
lutely denies to Stand Indebted unto the said Complainant in the Sum
of One Thousand Five Hundred and Thirty Nine Pounds and
Seven Pence Current Money of Madeira as in Injustly &
Erroniously set forth and Charged in the said Complainants Bill
of Complaint and Account Current thereto annexed and any
Sum or Sums of Money whatsoever to the Complainant
Sol. that the Complainant Ought Justly and Truly to Credit unto
him the Defendant the Sum of Eighty Pounds Five Shillings
and Two Pence Eight Thousand Two Hundred and Forty two Reis
Current Money of Madeira and More fully and at
Large appear by the Copy of an Account Current hereunto an-
nexed for the Inspection of the Court and which the
Defendant Prays may be admitted and taken as part of this
his Answer to the said Bill of Complaint he Ready and Willing
and the Defendant Offers is ready to perform what
by the Rules of Court he shall be Required The Defendant for
his Answering Saith that he admits that he this Defendant and the

Respective and Rightful Owner and Intitled and Entire Possessor of the
Piece of Ground Garden or Spot Situated and Lying & being on
the East side of the Tar or Pamlico River which said Land & premises
the Defendant Admits to have Mortgaged to Willyard Medley
in whom the the Defendant the Bill of Sale thereof the Defendant
also admits that he made an offer of delivering the said Deed
or Sale to the Complainant and did accordingly Engross and
Establish the same and keep for the Space of Nine Calendar Days
open and under the Express Condition that the said Complainant
should Pay in Pursuance thereof immediately Pay and the
Defendant the Sum of Five Hundred Pounds Proclamation Money
when Required which said Sum of Five Hundred Pounds the
Defendant Admits to have Refused now about the first Day
of July which was in the Year of Our Lord One Thousand Seven
hundred and Twenty five But Denies that he ever Refused
after the time Stated in further Sum of One Hundred and
Thirty Pounds and Part of the Purchase Money Either
Proclamation or Spanish Pistoles which was to be paid the Defendant
by the Defendant and Denies that the Defendant Saith that he
is the Rightful Owner of the Premises Lying & being on the East
Side of Pamlico River Denying the Amount of the Mortgage with
the Willyard Medley Charged and Incumbered as Alledged
by the said Complainant Denies that the Complainant
Ever Tendered or Offered to pay the said Mortgage Debt or
any Part thereof Denies that the same was for the Benefit of the
Defendant and Medley and that the Defendant Refused
the Complainant the Redemption of the said Land & premises
upon Payment of the Debt the Complainant Ought & Willing
Ready Offer of the Consideration & Denies the Complainant
Bill of Complaint the Defendant further answering Saith

that instead of the Complainant Demanding the Bill of Sale of
the said Land Garden or Spot from the said Willyard Medley
and frequently applying to the said Willyard Medley to know
the Amount of his Mortgage upon the said Garden or Spot the
the Complainant had Purchased and of him the said Willyard
Medley Refusing and avoiding to Comply with the Complainants
Demand this Defendant Doubts not but he shall be able to prove
in short time to the Satisfaction of this Honble Court that the
Defendant and the said Willyard Medley did often and at
Various times apply to the said Complainant for the Payment
of the Amount of his Mortgage as the said Willyard Medley
often urged and Press the said Complainant and on the refusal
the Defendant of the Payment thereof but the said Complain
ant Regardless of his promises and undertakings did from
time to time Contract part of the said Willyard and refuse
the Payment of the Mortgage and wholly discharged the Contract
ties of this Defendant Respecting the said premises nor
did appear to the Defendant that the said Complainant ever
had any Intention of Paying the said Willyard Medley
the Same but from time to time Endeavoured to impose
upon the Defendant and the said Willyard Medley
for their own ends the Defendant and Likewise Saith that being
Ignorant of Knowing the Amount of the said Willyard
Medleys Mortgage from the Complainant and the Defen
dant being duly Applied by the said Willyard Medley
to the Defendant to Frequently apply to the Complainant
to Pay off the said Mortgage to the said Willyard Medley
The Defendant Saith that the Complainant Notwithstanding
him & part of the Defendant Many Longer Delay'd and
the Payment of the said Willyard Medleys Mortgage
Debt

ad Demand of this Defendant Two Receipts One for the sum
of three Hundred Pagodas for part of the Money abated in
account of the Purchase of the said Land Garden or Topy and
another for the Sum of Six hundred Pagodas the Amount of
Vellaypah Mudelly's Mortgage this Defendant saith that
in Order to get Assigned and free from the Claim of the
Complainant although this Defendant knows no Right
purpose there was for such Receipts this Defendant gave
them, which said Receipts are still in the Complainant's Pos-
session and which this Defendant Prays may be produced
to this Honble Court to be Cancelled This Defendant further
saith that a few Days after the Granting of the said Receipts
this Defendant was again under the Necessity of Applying
to the said Complainant for the Payment of the said Vellaypah
Mudelly's Mortgage and the Complainant not having any
other Resource left this Defendant from so just Pre-
tend to this Defendant to abate and Deduct three
Hundred Pagodas out of the Purchase Money of the said Land
Garden or Topy and thereupon this Defendant delivered
three Hundred Pagodas to the Complainant whereupon
this Defendant Required the Complainant to Deliver
to this Defendant the Bill of Sale which this Defendant
Executed to the Complainant for the said Land Garden or Topy
and Requested this Defendant to Deliver to him the Bill of
Sale which this Defendant Executed to him for the said Land
Garden or Topy

or Tope or if this Defendant might Sell the same, the Complainant instead of Claiming a Right to it as he would Certainly have done had he any Right to hold or keep it but on the Contrary he the said Complainant did in the Presence of Several Credible Person Declare that he would have nothing to do with the said Land Garden or Tope and that he this Defendant might do with it as he this Defendant Pleased — In Consequence of which and with the Aprobation of the Complainant this Defendant did on the first Day of the Month of September which was in the Year of Our Lord One Thousand Seven hundred and Seventy Eight Set over Bargain and Sell the said Land Garden or Tope unto the aforesaid Teagarogen for the Sum of Thousand and Twenty five Pagodas and did give grant Execute and deliver unto the said Teagarogen a Bill of Sale of the said Premises and the said Teagarogen did after the said Bargain and Sale sous aforesaid pay off and Discharge the Amount of the said Vallagapah Moodelly's Mortgage and Received the Title Deeds therefore this Defendant further Answering Saith that a few Days after the Bargain and Sale made as aforesaid of the said Land Garden or Tope to the said Teagarogen this Defendant was by the said Vallagapah Moodelly Informed that the Complainant Sent to him the Amount of the before said Mortgage and Demanded the Delivery of the Title Deeds of the said Land Garden or Tope, which amount on Sum the said Vallagapah Moodelly refused to Receive and Acquainted the Complainant that Teagarogen had paid him the Amount of the Mortgage and Received the Title Deeds. — This Defendant further Answering Saith that he admit that on or about the Twenty Fourth Day of the Month of October which was in the Year of our Lord One Thousand Seven hundred and Seventy

Eight One Emanuel Lewis Anderson did Exhibit and file a Bill of Complaint in this Honble Court against the said Teagarogen to which the said Teagarogen appeared and Acknowledged the Justiness of the said Emanuel Lewis Anderson's Demand a Decree was granted and Writ of Execution awarded thereupon against the Effects of the said Teagarogen by Virtue of which the Sheriff of Fort Saint George Town of Madraspatnam and this Districts thereof did Seize and Levy upon the said Garden or Tope Purchased by the said Teagarogen (and not by the Complainant as he falsely alledged) in Consequence of which said Seizure the Compl^t did from a Religious disposition and without the Least Shadow of Right prefer a Petition of this Honble Court Merely harass & Perplex the said Teagarogen with an unjust Law Sent he the Complainant well knowing in his Own Conscience that he has no Right so to do, and the said Emanuel Lewis Anderson did file an Answer, and Issue being Joined therein Witnesses were Examined to prove the respective Allegations of Each Party and Publication having Passed, and the Merits of the Complainant said Petition Coming on to be heard before this Honble Court on the Eleventh Day of the Month of March in this Present Year of our Lord One Thousand Seven hundred and Eighty three this Honble Court were Pleased to Order and Decree that the Compl^ts Petition Should Stand Dismissed with Costs, This Defendant Lastly Saith that so far from this Defendant's Considerating himself and fraudulently practising with other as the Complainant is Pleased to advance in his Bill of Complaint this Defendant Saith that he has in his part Acted honestly and Jointly and his Debt very fairly with the Complainant but the Complainant Conduct in the whole of the Business was —

was unfair and Dishonest and that he did well deserve the Whole Cost

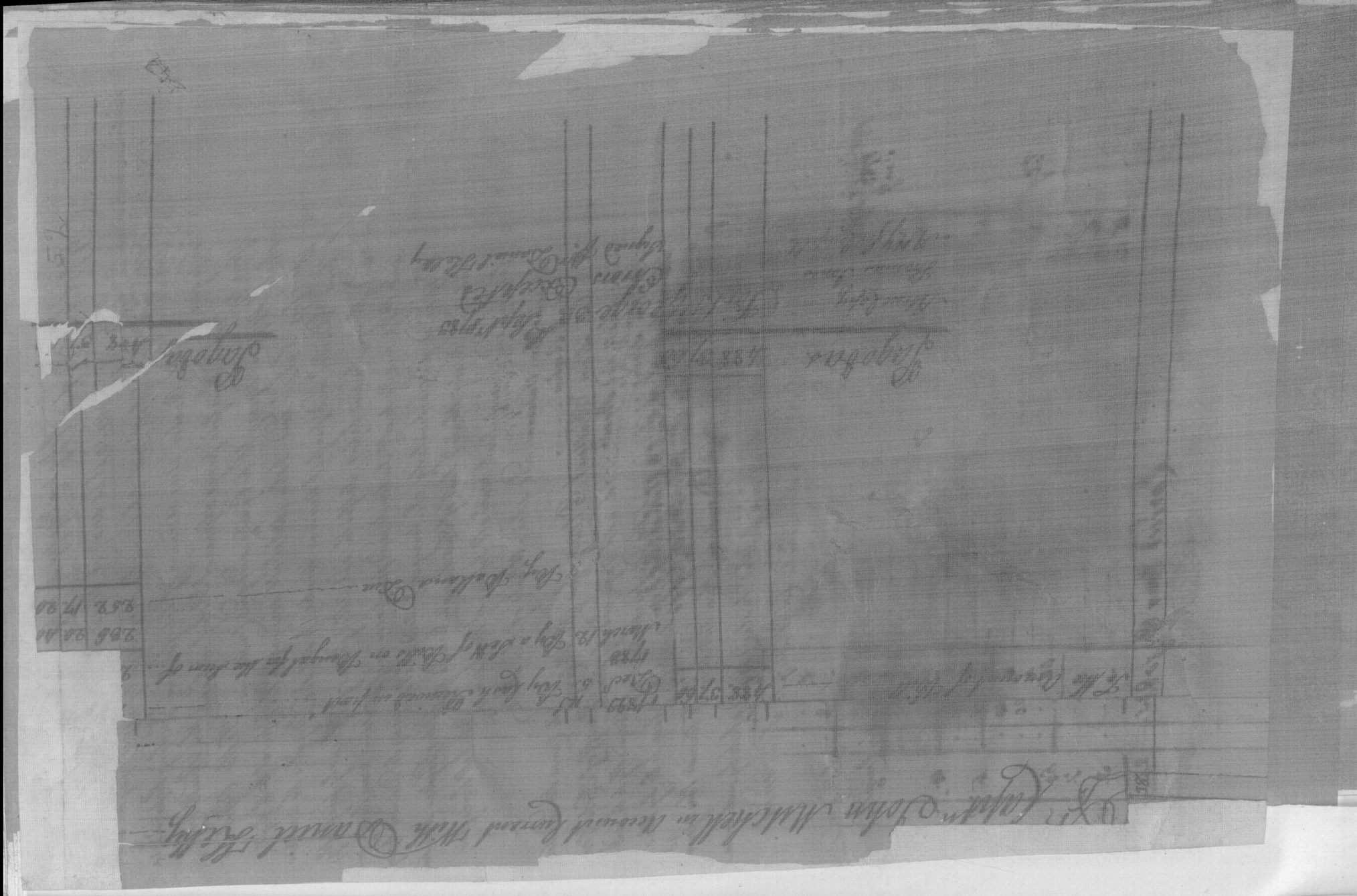
All which matters and things the Defendant is ready and willing to aver maintain and prove as this Honorable Court shall direct and humbly Prays that he may be hence dismissed with his reasonable Costs and Charges in the behalf most wrongfully Sustained

Edward Ashby

Ally pro Defdt

Dr. Jane Ashby in Account with Hezekiah Chamberlain Administrator

1776 July 2	To Cash Paid Samuel Chamberlain Junr Agreeable to Receipt	150		
	To Cash Paid Do for Boarding Do from the 10th of June to the 2d of July	4	1	
	To Cash Paid Do for Boarding Do from the 2d of July to the 1st of Sept	3	12	
	To Cash Paid Do for Boarding Do from the 1st of Sept to the 1st of July 1777	10	10	
	To Cash Paid Do for Boarding Do from the 1st of July 1777 to the 1st of July 1778	52	10	
	To Cash Paid Do for Boarding Do from the 1st of July 1778 to the 1st of July 1779	52	10	
	To Cash Paid Do for Boarding Do from the 1st of July 1779 to the 1st of July 1780	52	10	
	To Cash Paid Do for Boarding Do from the 1st of July



Capta[illegible] [illegible] Churchill

1782 Nov.r	3d	To Pair N[illegible] Bon		
	4	To 1/2 Dozen [illegible] Madeira	3	
		To 1/2 D[illegible] Brandy with Basket and Straw	4	4
	15	To 2 [illegible]	3	
		To 1/2 [illegible] Madeira with Basket and Straw	3	4
	23	To [illegible] Dr Shrub	6	
		To 4 Bottles Madeira	2	
		To 2 Dozen Porter	7	
		To Basket and Straw		18
	29	To 1/2 Dozen Madeira from Mr Pollack	4	23
		To 1/2 Dr Arrack	2	23
		To 1/2 Dr Porter — Mr Pollack	1	4
Decr		To Basket and Straw		
	6	To 1/2 Dozen Brandy	4	
		To 2 Bottles Madeira	1	
		To 1 Roll Rubia	2	
		To 1 Pair Stove Bullon	1	4
		To Basket and Straw		12
	7	To Watch Strong	1	
		To [illegible] of [illegible] Scarlett Cloth at 3 Pf [illegible]	18	
		To [illegible] Dr Dr at [illegible]	7	
	9	To 1 Black Stall for Major Davidson	7	
		To 1 Dozen Madeira	7	
		To 1/2 Dr Arrack	2	23
	22	To 1 Dozen Madeira	7	
		To 1 Dr Brandy	8	
		To Basket and Straw		8
1783 Jany	1	To 1 [illegible]	2	
		To 2 Rolls Rubia	4	
	22	To 2 lb of Tea	3	
		To 1 Black Stall	5	
		To 1 Set of Stall Band Loop and Button	5	
	23	To 1 Piece of Lebrick	4	23
		To 1 Dr Dr	2	23
Feby	4	To 6 Bottles Madeira	4	23
		To 6 Dr Brandy	4	23
		To 1 Fowling Piece of No 6	55	
	12	To 1 White Stall	4	7
	15	To 1 Piece of Cazarees	3	3
		Carried over Exports		225

54

Mayor's Court at Madraspatnam

Tuesday the 11th day of November Anno Domini 1783.

Present

William Webb Esquire Mayor
Edward Garrow and Philip Stowey
Aldermen

Between Tanaeotty Pillah by his Attorney Hilaris De Souza of Madras-patnam aforesaid Inhabitant Com-plainant and Gasapher Hussain alias Meyah Saib of the same place Inhabitant Defendant

This Cause Coming on to be Heard & Debated this Day in the Presence of the Attorney for the Defendant (The Attorney for the Complainant having Declined acting) One Reading the Complai-nants Bill with Copies of an Account Translation of a Bill of Sale & an Assignment Annexed. The Defendant Answer with an Account or Current Annexed — On Hearing the Pleadings Made Use of by the Attorney for the Defendant and [illegible] Consideration had thereon — This Court doth think fit to Order and Decree and doth accordingly Order and Decree and doth accordingly Order and Decree that the Complainants Bill do Stand Dismissed with Costs. —

[illegible]

May it Please this Honble Court to Cause the said Nandampaukum Nalanyada Mondaly to be summoned and Required by the Sheriff of Fort Saint George Towne of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by Your Honble Court Prefixed and Appointed them 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

31st May 1788

This Bill was sworn to
before the Sheriff of Fort Saint
Geo. Madraspatnam

Atty Compt

Nandampaukum Nalanyada Mondaly &c

Dr. to Sundry Items

1783					
May	3	To Bill exhibited & Subpoena issued thereon			0 2 0
		To Copy Bill 9 Sheets @ 2 Pags.			0 1 8
		To Copy Subpoena 1 Sheet			0 0 8
		To Attendance Serving Subpoena			0 2 0
		To Ditto Returning Ditto			0 2 0
		To Ditto Filing Ditto			0 2 0
		To Ditto Entering Appearance			0 2 0
		To Ditto Filing Ditto			0 2 0
		To Ditto Entering Order for Time			0 2 0
		To Ditto Filing Ditto			0 2 0
		To Ditto Entering Order for Commission			0 2 0
		To Ditto Filing Ditto			0 2 0
		To Ditto Entering Order for Publication			0 2 0
		To Ditto Filing Ditto			0 2 0
		To Ditto Entering Order for Dismission

Translation of an agreement Dated the 2: May 1783

I Nundumpackum Velangada Mudaly do give this agreement
to Ramaya Setty that is to say —

The Bill of Sale of the House being in favor of My Son Lawrence
Swamy, which Bill of Sale was Mortgaged in the Hands of Myle Ste
-pra Modelier and Borrowed One Thousand and One Hundred Pagodas
I Obtain a Letter of Administration from the Mayors Court for
the Estates and Debts of Ramaswamy, & we are impowered to sell
the Mayors Court for the Sum of Two hundred Pagodas with the Said
office advertisment any House sell the same and answer the
Sum due to the said Myle Nimapa Modelier the Principal and In
terest According to this Bond, you should pay your self the principal
and Interest due to you According to the Bond, these are to give Notice
by my Consent, & Witness Ramaya Mootta Chitty and Ramaya
Sadachela Chitty, by their Knowledge Dewan of Madras Inha
-bitants. —

Witnesses Signed
Ramaya Mootta Chitty
Sadachelam

(Signed)
Nadaungadeen

This Translation was Interpreted before Me
Sir Lawrence
Sadarangam Interpreter
true Copy
Hyde Parker
Atty Compt

Fd the 6th March 1793

To the Hondble the Mayor &
Court at Madrasapatnam

Humble Complaining Sheweth Unto Your
Worships Your Orator Nundumpackum Velangada Mudaly
Inhabitant of Madrasapatnam That Your Orator
Hath for Many Years Last Past Been Employed
as Head Dubash to Mr Thomas Hollond
of Madrasapatnam Merchant and Whereas the
Said Thomas Hollond Did on the Fifth Day of
the Month of May in the Year of our Lord One
Thousand Seven Hundred and Eighty three Exhibit
a Bill in this Honble Court against Nundumpackum Velangada Mudaly
Defendant for the Sum of Two Thousand Pagodas
Principal and Interest of an Agreement Bond Bearing Date the
third day of May in the present year of Our Lord One Thou
-sand Seven Hundred and Eighty three Whereupon the said Nundump
-ackum Velangada Mudaly did on the third day of June in the
aforesaid year Appear before this Honble Court and Defend the said
Suit and Issued thereupon One Summons Issued against the Defend
-ant to Answer said action brought by the said Thomas Hollond
against the said Nundumpackum Velangada Mudaly and
Said Answer of your Orator as Administrator aforesaid Came on
Pleaded to have the said Suit Dismissed against the said Nundumpack
-um Velangada Mudaly and how the same hereafter ought
relief against them as the Defendant should or might have had
against the said Defendant if ought he the said Defendant could
Shew Cause to the Contrary / and the said Defendant ought to give
your Orator as administrator aforesaid Satisfaction according
the prayer of the said Answer in the aforesaid Bill

To the End therefore that the said Defendant may give
and that the said Suit may Stand Dismissed and be in the same plight
and Condition as the same was in at the time of the said Summons
was Issued or that the said Nundumpackum Velangada Mudaly may
Shew Cause to the Contrary —

May it please Your Worships Court to grant unto
your Orator a Summons Directed to the said Defendant
Nundumpackum Velangada Mudaly Thereby Commanding
him or his Attorney duly Authorized to Appear
appear before Your Worships Court then and there to Shew cause
why the said Suit should not be Dismissed and further to Do &
and thereby Such order and Decree therein as to Your Worships
Court Shall Seem Meet —

Hyde Parker
Atty Compt

Mayor's Court at
Madraspatnam

Tuesday the 18th day of November
Anno Domini 1783.

Present

William Webb Esquire Mayor
John Monzies & Mr. James Call
& Robert Ewing — Aldermen

Between [illegible]
of Madras Merchant
& Humble Complainant
Maudy [illegible]
Defendant

The Defendant being in Court and after
Reading the Bill of the Complainants Dated this Day
and Sworn to be true and Duly Executed by
the Said Defendant Doth Say and Declare
that he is willing to pay unto the Complainant
the Sum of Two Thousand Eight Hundred and
Forty Six Pagodas 2/3 Star Pagodas
and Twenty Seven Fanams Current Money
of Madras Exchange in Sterling Money
of Great Britain at the Rate of Eight Shillings
for every Pagoda the Sum of Five Hundred
and Seventy four Pounds Thirteen Shillings
and Eight Pence or thereabouts
which is Due to the Complainant
as Appears by the Bill and Answer
and Exhibits Produced in Court
and Ordered that the Defendant
Do pay the Same accordingly
with Costs of Suit

[illegible]

1783

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaineth Sheweth unto this
Honble Court Your Orator Samuel Audeon of Madras Merchant
by his Attorney Joseph de Silva of the same place Inhabitant
that Meeyah Maraid late of the same place Merchant stands
indebted unto Your Orator in the full and Just Sum of One
Thousand Four Hundred and Thirty Six Pagodas and Twenty
three fanams Current Money of Madras making in Sterling
Money of Great Britain at the Rate of Eight Shillings for
every Pagoda the Sum of Five Hundred and Seventy four
Pounds Thirteen Shillings and Eight Pence or thereabouts as
well More fully and at large as by the Copys of the
Translation of a Bond or Obligation an Account Current &
an Assignment or Power of Attorney hereunto Annexed for
the Inspection of this Honble Court and relation Your Orator
prays may be Annexed as part of this his Bill of Complaint
the Original Bond or Obligation the Account Current &
Assignment or Power of Attorney being in Your Orators
Possession and ready to be produced for the Inspection of this Honble Court
as thereunto particularly required And Your Orator further
Sheweth unto this Honble Court that he hath frequently and
at Seasonable Times Requested Payment from the said Meyah
of the said Sum of One Thousand Four Hundred and
Thirty Six Pagodas and Twenty three fanams
But true it is to his Great Grief that the said Meyah
Contrary the said Meyah Maraid Contemptuously and wilfully
Refuses to pay the same or to give Your Orator any Manner
of Satisfaction touching the Premises Your Orator therefore prays
agreeable Relief such as this Honble Court shall appoint
agreeable to equity and good Conscience To the End therefore
that the said Meyah Maraid upon his Personal Oath full

true Direct and perfect Answer make to a
the matters and things herein before Settfo
as fully truly and Effectually to all Intents
as if the same were here again Repeated and f
Interrogated and that he may be Decreed to pay
the full and Just Sum of One Thousand Four
Thirty Six Pagodas and Twenty three fanams
as may become due thereon also all Costs

May it please this Hon
the said Meeyah Hamed to be Summoned
by the Sheriff of Fort Saint George Town
and the Districts thereof personally to be
Hon'ble Court at a Certain time and place to be
Court prefixed and appointed then and there
Your Orators Bill of Complaint and further
abide by such Order and Decree therein as
Court shall Seem Meet

3d May 1783

This Bill was thrown to me
between the days of Adjournment
let a Summons Issue Returnable
Next Court Day

Wm Webb
Mayor

Translation of a Bond or Obligation Dated
1782

I Meeyah Hamed Son of Mahomed
this Bond to Meeyah Jamah Looddeen Son
That is to Say I have Borrowed and Re
of (1300) one thousand and three hundred Star

Money of Madras which Sum I promise to pay You after
the Expiration of Eight months from the Date hereof with
such Interest as may become due thereon at the Rate of 12
P Cent,

Witnesses Signed
Davar anwoo

Signed & Sealed

Ninah Chitty — The afore going Translation has been explained to
me in the Gentoo Language from the Original Guzavat
Language Soobaroyam Interpr

A true Copy
Edward Ellis
James Johnson
Atty for Compt

Dr Meeyah Homed in Account Current with Jamaloodeen

1782 Augt	28th	To the Amount of Your Bond of this date	1300	"	"	1783 April	29th	By Ballance due	1436	23 "
		To Int. on do to this day at 12 p Ct p Ann	104	"	"					
Septr	1st	To Cash lent You	29	23	"					
Octr	10th	To do do	3	"	"					
		Pags	1436	23	"			Pags	1436	23 "

Fort St George 29th April 1783
E E Pr Sett No 1

A true Copy
Edward Ellis
James Johnson
Atty for Compt

To all People to whom these Presents shall Come Greeting Whereas Meeyah Flomed late of Madras Merchant on the Ballance of an Account Current Bearing date the Twenty Ninth day of April in this present Year of our Lord One thousand Seven Hundred and Eighty three Stands Indebted unto Jamaloodeen of Madras aforesaid Merchant in the Sum of One thousand four Hundred and thirty Six Pagodas and Twenty three fanams Current Money of Madras Now Know Ye that the said Jamaloodeen for a Valuable Consideration to him in hand by Joseph de Silva of Madras Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Jamaloodeen doth hereby Acknowledge he the said Jamaloodeen hath Assigned and Set over and by these presents Doth Assign and Set over unto the said Joseph de Silva the said Account Current and Bond & the Moneys or Amount Principal and Interest thereupon due and owing and which may become due thereon and all his Right and Interest of in and to the same and every part thereof and the said Jamaloodeen for the Consideration aforesaid have Made Constituted and Appointed and by these presents do Make Constitute and appoint the said Joseph de Silva his Executors and Administrators his true and Lawfull Attorney or Attorneys Irrevocable for him and in his name and in the name [illegible] Names of his Executors and Administrators but for [illegible] Sole and proper Use and benefit of the said Joseph de Silva his Executors Administrator and Assigns to Ask Require Demand and Receive of the said Meeyah Flomed his Heirs Executors and Administrators the Money due and to become due on the said Account Current

Current and Bond and on non Payment thereof he the said Joseph de Silva 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 One or more Attorney or Attornies under Him to Constitute and whatsoever the said Joseph de Silva or his Attorney or Attornies under him shall Lawfully do in the Premises the said Jamaloodeen doth hereby allow and firm and the said Jamaloodeen doth Covenant with the said Joseph de Silva that he the said Jamaloodeen hath 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 Joseph de Silva Saving the said Jamaloodeen harmless of and from any Costs that may happen to Him thereby In Witness whereof the said Jamaloodeen hath hereunto Set my Hand and Seal in Madras this Twenty Ninth day of April One thousand Seven hundred & Eighty three

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

Willm Lewcock

Jamaloodeen (Ld)

A true Copy

Edward Ellis

James Johnson
Atty for the Compt

Filed 5th Augt 1783

To the Honble the Mayor & Court at Madraspatnam

Between Samalodien of Arnabas Merchant by his Attorney Joseph de Sylva of the same place Inhabitant Complainant and Meyah Hawed late of the same place Merchant Defendant —

The Affidavit of Joseph de Sylva

This Deponent maketh Oath and saith that the abovenamed Defendant justly and truly Indebted unto him this Deponent in the full and just sum of One Thousand four Hundred and Thirty six Pagodas and Forty three fanams Current Money of Madras, & that the Defendant has been within the Jurisdiction of this Honble Court since the Cause of Action arose —

Sworn in Fort St George this 5th August 1783 before me Mayor

Joseph de Sylva

Mayors Court at Madraspatnam

Tuesday the 18 Day of November Anno Domini 1783

L. S.

Present

William Webb Esquire Mayor
John Mengies for Mr. James Call
and Robert Ewing — Aldermen

Between Samalodien of Arnabas Merchant by his Attorney Joseph de Sylva of the same place Inhabitant Complainant and Meyah Hawed late of the same place Merchant Defendant

It Appearing by the Records of this Court that the Sum of the Complaint is not limited in the Majesty's Charter to Exceed One Thousand Pagodas and that the Defendant has not put in any Appearance in Court to answer the Complaint but has absented himself to the Order and Judgment that this Court did Pronounce that the Defendant Do and doth account to the Complainant for and the Sum of One Thousand four hundred and Thirty six Pagodas and forty three fanams of the Pagoda mentioned in the Bond or Obligation in the Complaint and the Interest thereof as now is Due and Owing for the same with Interest as now is Due and Owing for the same with Interest as now is Due and Owing for the same with Interest

Filed 14th Octr 1783

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Vencatachellum Naick of Madras Inhabitant by his Attorney William Clark of the same place Inhabitant that Shashachellum and Amy of the same place Inhabitants Stand Jointly and Separately Indebted unto your Orator in the full and Just Sum of Thirty five Pagodas and Thirty Seven fanams Current Money of Madras making in Sterling money Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Fourteen Pound and Seven Shillings or thereabouts as will Morefully and at large appear by the Ballance an Account Current and an Assignment or Transfer with a power of Attorney hereunto Annexed for the Inspection of this Honble Court which your Orator prays may be Admitted as part and parcell of this Bill of Complaint and whereas your Orators hath frequently and in an Amicable Manner Requested payment from the said Shashachellum and Amy of the said Sum of Thirty five Pagodas and Thirty Seven fanams

But no so it is and May it Please this Honble Court the said Shashachellum and Amy Obstinately and Wilfully Refuse to pay the same or to give your Orator any Manner of Satisfaction Touching the Premises your Orator therefore prayes General Relief such as to this Honble Court Shall appear agreeable to Equity and good Conscience To the End therefore that they said Shashachellum and Amy may upon their Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things

Things herein before Setforth and Alledged as fully truely and Effectually to all Intents and purposes as if the same where here again Repeated and particularly Interrogated and that they may be Jointly and Separately Decreed to pay unto your Orator the Aforesaid Sum of Thirty five Pagodas and Thirty Seven fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Shashachellum and Amy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas Bromley
Atty Complt

Fort St George 11th Octr 1783
This Bill was Shewn to me
in the days of Adjournment
let a summons issue Returnable
next Court day

To all People to whom these Presents shall come Greeting
Whereas Shashachellum and Ramay of Madras Inhabitants
on the Bottom of an Account Current Bearing date the Thirtieth
day of June in the present year of our Lord One Thousand Seven
Hundred and Eighty Three Stands Indebted and Encounted
Sum Nairk in the Sum of Forty five Pagodas and Thirty Seven
fanams Current money of Madras Now Know ye that the said
Vencadachellum Nairk for a Valuable Consideration to him
x x x x in hand paid by William Clerk of the same place
Inhabitant at or before the sealing and delivery of these presents
the receipt whereof he the said Vencatachellum Nairk doth
hereby acknowledge He the said Vencatachellum Nairk hath
assigned and Sett over and by these Presents Doth assign and
Sett over unto the said William Clerk the said Account Current
and the Money or Account Principal and Interest thereupon
due and Owing and which may become due thereon and all his
Right and Interest of in and to the Same and every part thereof
and the said Vencatachellum Nairk for the Consideration afore
said hath made Constituted and appointed and by these
presents doth make Constitute and Appoint the said William
Clerk his Executors and Administrators his true and Lawful
Attorney and Attorneys Irrevocable for him and in his name
and on his proper used Behalf of his Executors and Administrators
but for the sole and proper use and Behoof of the said William
Clerk his Executors Administrators and Assigns to ask and Require
Demand and Receive of the said Shashachellum and Ramay
their Heirs Executors and Administrators the Money due &
to become due on the said Account Current and on receipt
thereof to the said William Clerk his Heirs Executors and
Administrators

Dr. Shashachellum and Ramay in Account Current with William Clerk Cr.

| | | |

Administrators to Sue for and Recover the Same and on Payment thereof to deliver up the said Account Current and give Sufficient Releases and Discharges therefore and one or more Attornie or Attornies under him to Constitute and whatever the said William Clerk or his Attorney Attornies under him shall Lawfully do in the premises the said Vencatachellum Naick doth hereby Allow and afirm and the said Vencatachellum Naick doth Covenant with the said William Clerk that he the said Vencatachellum Naick hath not Received nor will Receive the said Money Due or to become Due on the Said Ballance of the said Account Current or any Part thereof neither shall or will Release or discharge the Same or any part thereof but will own and allow of all Lawfull proceedings for the Recovery thereof he the said William Clerk Saving the said Vencatachellum Naick harmless of and from any Costs that may happen to him thereby In Witness whereof the said Vencatachellum Naick Hath hereunto Set my Hand and Seal in Madras this Ninth Day of October One Thousand Seven hundred and Eighty three —

Signed Sealed and delivered
(where no Stampt Paper is to be had [illegible]
in the presence of
[illegible]

Mayors Court at Madraspatnam } { Tuesday the 25th day of November Anno Domini 1783

Present

L.S.

William Webb Esquire Mayor
James Call and Edward John Holland
Aldermen

Betweent Vencatachellum Naick of Madras Inhabitant by his Attorney William Clerk of the Same place Inhabitant Complainant and Shasha chellum and Ammy of the same place Inhabitants Defendant

Mayors Court

It Appearing by the Records of this Court that the usual Rules have issued for the Defendants to Answer the Complainants Bill which they have neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and Just Sum of Thirty five Pagodas and thirty seven fanams (Pagodas 35 37) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit —

[illegible]

Filed 5. Febry 1782

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your orator Thomas Walker by his Attornies Hawksly Hall and George Ramsay of Madras Esquirs That Vellapore of Madras Inhabitant Stands indebted unto Your orator in the full and Just Sum of Three hundred and Six Pagodas and Forty one fanams Current money of Madras making in Sterling money of Great Britain at the rate of Eight Shillings for Every Pagoda the Sum of one hundred and Twenty two Pounds Fifteen Shillings and Eight Pence or thereabouts as well morefully and at large appears by an Account and a Note of hand and also a Power of Attorney Copies whereof are hereunto annexed for the Inspection of this Honble Court and which your orator Prays may be Admitted as part of this his Bill of Complaint the Originals being in Your orators Possession and Ready to be Produced to this Honble Court when Required and Your orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner requested the Payment of the said Sum of Three hundred and Six Pagodas and Forty one fanams

But Now so it is and may it please this Honble Court the said Vellapore obstinately and wilfully refusing to pay the Same or to give Your orator any manner of Satisfaction touching the Premises Your orator prays general Relief Such as to this Honble Court Shall appear agreeable

agreeable to Equity and good Conscience To the End therefore that the said Vellapore may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matters and thing herein before Setforth and alledged as fully truly and Effectually to all intents and purposes as if the same where hereagain repeated and particularly interrogated and that he may be decreed to pay unto Your orator the aforesaid Sum of Three hundred and Six Pagodas and Forty one fanams With all Such Interest as now is or shall hereafter become due thereon also all Costs of the Suit

May it please this Honble Court to Cause the said Vellapore to be Summoned and required by the Sheriff of Fort Saint George Town of Madras patnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and Place to be by this Honble Court prefixed and appointed then and thereto 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

Popham

Attorney for Complt

Vellapore ..... Dr.

1782

January 5th To the Amount of Your Note of Hand
for Arcot Rupees 1188. Interest at
the Rate of 383 ⅓ Rs for 100 ℓ. Pagodas 314. 7. 5½
Febry 2 To Interest on Do to this day being
28 days @ 12 ℓ Cent ..... 2. 22. —

Pagodas 316. 29. 5½

Madras 2d February 1782

E. E. Geo Ramsay Esqr
ℓ to Capt Thos Walker
a True Copy Bombay

I Promise to pay to Captn Thos Walker
or His Order at Eight Hundred and Eighty Eight
Arcot Rupees or the Amount of that Sum in Pagodas
at the Madras Exchange on Account of Mr John
Westgate Chief Work of the Chaperauns
Madras Fort St George
January 5th 1782

Witness
Basil Cochrane
John Henry Salter

Know all Men by these Presents that I Thomas Walker of Bombay Mariner am held and firmly bound unto Hardy Hall and George Ramsay Esqrs Auditor and Comptroller of the Honble Company's Accounts at the Presidency of Fort St George in the Coast of Coromandel in the Sum of Eight Hundred and Eighty Eight Arcot Rupees or the Amount of that Sum in Pagodas at the Madras Exchange for the Payment whereof I bind myself my Heirs Executors and Administrators firmly by these Presents. Sealed with my Seal and dated this 5th day of January 1782.

The Condition of this Obligation is such that if the above bounden Thomas Walker his Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the above named Hardy Hall and George Ramsay Esqrs Auditor and Comptroller of the Honble Company's Accounts at the Presidency of Fort St George aforesaid or to their Successors in Office the Sum of Eight Hundred and Eighty Eight Arcot Rupees or the Amount of that Sum in Pagodas at the Madras Exchange for the Time being on Account of Mr John Westgate Chief Work of the Chaperauns or Note of Hand that may at this present time be due to me from Vellapore a Dubash and do fully empower the said Captain Thornhaby Hall and George Ramsay Esquires each or either of them on Receipt of the Amount of such Debts or Notes of Hand to give full Acquittances unto the said Vellapore in my name and for my Account in Witness whereof I have hereunto set my hand and Seal at Negapatam this 25th day of January in the Year of Our Lord one Thousand Seven hundred and Eighty Two

Thos Walker (L.S.)

Witness
Basil Cochrane
John Henry Salter

A True Copy
Bombay

Filed 23d April 1782

For Answer of Vellapore defendant to the Bill Complaint of Thomas Walker the Attorney Hall and George Ramsay of the complt Copies Compliment

This Defendant reserving to himself the Benefit of Exception to the many Errors and Insufficiencies in the said Bill of Complaint Contained for Answer

Answer thereunto or unto so much thereof as this Defendant is advised is material for him to make Answer He this Defendant Answereth and Saith that he absolutely denies to stand Indebted unto the said Complainant upon his own Account in the Sum of Pagodas Three hundred and twelve Twenty Seven Fanams and fifty four Cash Current Money of Madras as is unjustly Charged and set forth in the said Bill of Complaint and Account thereunto Annexed or in any other Sum or Sums of Money for or on Account of any Transaction matter or thing between him this Defendant and the said Complainant either in the way of trade or otherwise — But this Defendant Saith that whilst acting as Dubash to Mr. John Wright Chief Mate of the Ship Chapman he was ordered by the said John Wright to Pay unto Thomas Walker Complainant in this Cause One thousand one hundred and Eighty eight Arcot Rupees at the rate of four hundred Arcot Rupees for one hundred Pagodas on account of Freight for Rice on the Ship Chapman from Bengal to Pondras upon the said Thomas Walker his giving a Receipt for the same to the said John Wright for Freight of Rice as this Defendant for his said master this Defendant further Saith that some time on about the Ninth day of January last past he was send for by the said Complainant who asked this Defendant if he had orders from the said John Wright to pay unto the Complainant One thousand one hundred and Eighty eight Arcot Rupees to which this Defendant replied he had such orders upon receiving a proper Receipt on Account of Freight for Rice from Bengal on Account of the said John Wright brought on the Ship Chapman Whereupon the said Complainant desired this Defendant to pay the said Sum of One thousand one hundred and Eighty Eight Arcot Rupees and that he the said Complainant would give such Receipt as this Defendant required and that his master had ordered them to take upon Payment of the Money as his Name to which this Defendant replied that he had not so much Money in hand but should have it in a few days the Complainant then wrote on a paper called this Defendant is informed is a promissory Note of hand and desired him this Defendant to Subscribe his Name thereunto which this Defendant refused to do — because he could not read English and therefore was ignorant of the Contents of the paper produced for him to sign the said Complainant assured this Defendant that he had nothing to fear the Note was properly drawn and related to were for the Payment of One thousand One hundred and Eighty Eight Arcot Rupees on Account of Solon Wright for freight of Rice brought from Bengal on the Ship Chapman this Defendant relying upon the Truth of the said Complainants aforesaid suspected no imposition or any wrong to be offered to him by the said Complainant he this Defendant subscribed his name to such Paper Writing and Requested of the Complainant a Receipt for his said master Solon Wright which the said Complainant gave unto this Defendant by telling him he would give same paid soon after which the Complainant procured for Mr. Wright and the money for the Note was demanded of and Will one of the Complainants Servants after which this Defendant hastened the money and requested the Receipt for the same as was promised by the said Complainant which he refused upon which the said Complainant and this Defendant had words and the said Complainant refused to pay the money he had so given the Note required this Defendant to the Complainant and the said John Wright informed that this Defendant had given for the money as he the said John Wright ordered him to pay the Freight was upon the the owners of the Ship Chapman

at the same time this Defendant did tender the money Viz.t Two hundred and Ninety Seven Star Pagodas which at four Rupees to the Pagoda the then Current Exchange and what had been agreed upon was the full Sum of One thousand one hundred and Eighty Eight Arcot Rupees the Amount of the Note and this Defendant did offer the same in Payment to the said Hawksley Hall upon having a Receipt for the same agreeable to the promise of the Complainant before made and the orders of his master which said tender and offer of Payment was refused by the said Hawksley Hall as Attorney for the Complainant and this Defendant was ordered to take his money away with him some time after viz.t about the beginning of the month of February the said Hawksley Hall one of the Attorneys for the Complainant sent for this Defendant and informed him that orders were received by him and the said Ramsay the other Attorney for the Complainant to receive the Amount of the Note and give a Receipt for Freight as agreed upon whereupon this Defendant saith he immediately went and procured the said Current the same in Star Pagodas to the House of the said Ramsay in Fort Saint George and upon tendering the same and demanding his Note and a Receipt for the same as had been agreed upon the said George Ramsay as Attorney for the Complainant refused to give this Defendant any Receipt or Cancel the Note without paying him the which this Defendant objected saying he had been before ordered by the said Ramsay and was willing to pay the same in which the said Ramsay directed him this Defendant to go out of the House and take the money away with him the said Hawksley Hall as Complainant was preferred against this Defendant in the Mayors Court to compell Payment of the said Note and Interest as if this Defendant had refused to pay the same but this Defendant saith that the said Note was not delivered to him by the said Ramsay for the Complainant nor any Order or Direction given for the delivery thereof but this Defendant saith that the said Note was delivered to the said Hawksley Hall as Attorney for the Complainant and this Defendant saith that he the said Hawksley Hall as Attorney for the Complainant refused to receive the Money due upon the said Note and this Defendant saith that he the said Hawksley Hall as Attorney for the Complainant refused to give this Defendant a Receipt for

and Mr Popham unless he this Defendant would pay Twenty five Star Pagodas for Costs and Interest for the said Note which demands of the said Mr Ramsay or Mr Popham this Defendant conceived improper and that they nor either of them had any Right to Exact or Demand any such Sum under any pretence whatever the Complainant being Satisfied he this Defendant ought not to be liable to or answerable for any Costs or Interest upon Money that he had often tendered and had now paid unto the said Complainant with which the said Complainant declared himself Satisfied yet Nevertheless this Defendant Saith that he could not, nor have not obtained the Note or any Receipt for the same but that many days after the Complainant ordered this Defendant to take his Money back again which this Defendant did, not knowing how to proceed to obtain a proper Receipt - this Defendant therefore hopes this Honble Court will be pleased to take the premises into their Serious Consideration and as this Defendant has not in any manner or by any means whatever given Cause for Complaint on his part but has always been and now Ready to pay the Amount of his Note upon a proper Receipt on account of his Master John Wright he humbly prays that this Honble Court will be pleased to order the said Complainant to give up the Note of this Defendant and a proper and full Receipt as was promised and assumed unto Defendant by the said Complainant at the time of his Subscribing his Name thereunto and that he the said Complainant may be Decreed and ordered by this Honble Court to Receipt of One thousand One hundred and Eighty Eight Arcot Rupees Six Pagodas Two hundred and Ninety Seven in full Satisfaction being the Sum agreed upon and full settled by and between the said Complainant and this Defendant which said Sum of Two hundred and Ninety Seven Pagodas Current Money of Madras this Defendant has now before this Honble Court for that purpose

All which matters and things this Defendant is ready

ready and Willing to Aver maintain and prove in such manner and form as this Honble Court shall direct and most humbly Prays to be hence dismissed with his reasonable Costs and Charges in this Cause most wrongfully Sustained —

Sworn to in Court
me this 20d Day of April
1782

Edward Ellis
[illegible]
Atty for the Defendant

71

Filed 6th May 1782

The Replication of Thomas Walker by his Attorney Waverly Hall and George Ramsay Complainant to the Answer of Welcome Defendant

This Replicant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the many Errors uncertainties and Insufficiencies in the Defendants Answer Contained for Replication thereunto saith that the said Defendant Stands indebted to this Replicant in the Sum of three hundred and twelve Pagodas Twenty Seven fanams and fifty Seven Cash in the same manner and form as the same is charged in the said Bill of Complaint and for further Replication to the said Answer this Replicant saith that the said Bill of Complaint is Exhibited against the Defendant for the Sum of three hundred and Twelve Pagodas Twenty Seven fanams and fifty seven Cash due on the said Defendants note of Hand to this Replicant and for no other account or Cause whatsoever and this Replicant saith that the said note was Read over fairly and distinctly to the said Defendant previous to his signing the same and that the said Defendant Signed the same with the greatest Liberty and without any Constraint or Imposition whatever and this Replicant further saith that George Ramsay the Attorney of this Replicant was not with safety to the said Sum Pagodas the Amount of credit not with safety to the said Sum Pagodas the Amount of credit not with safety to the said Sum Pagodas the Amount of credit

Wright which are not yet finally Settled it would have subjected this Repliant to inexpressible inconvenience to have given by himself or to have permitted his said Attorney George Ramsay to have given any other Receipt that a Plain discharge on the back of Same And this Repliant saith that the insinuations suggested by the said Stephen Popham are entirely unwarranted as this Repliant as well as his Partner William Crawford after their return from Negapatnam were present when the said Stephen Popham took pains to Conciliate matters between the Repliant and the said Defendant and in order to endeave the Repliant to pay the money and accept of a proper Receipt so as to prevent the delay and further Expence of a Suit offered to accept as Interest a Sum by way of Costs as would as this Repliant has been informed be equal to the Sum which a Bill taxed by the Register of this Honble Court would amount to at the then stage of the Suit

All which matters and things this Repliant is ready to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by the said Bill he hath already Prayed

H Popham
Atty for
Repl

Filed 20th May 1762

The Register of Writings of the Subscribant and Defendant to the Replication of Thomas Hallett by his Attorney Humphry Holland and George Ramsay of Portland Street Compliamant

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the many Errors uncertainties and Insufficiencies in the said Replication contained for Rejoinder thereunto saith that this this Defendants said Answer to the Bill of Complaint of the said Repliant and all and singular the matters and things therein contained are good true certain and sufficient in the Law to be replied unto by this Defendant in such manner and form as the same are therein and hereby set forth and alledged and that the said Replication is very uncertain Evasive and insufficient in the Law and for further Rejoinder this Defendant saith that he admits that he did sign or subscribe his name to a Paper which he supposes is the promissory Note of hand dated in the said Replication as of date with the greatest readiness and without any Condition or Stipulation whatsoever this Defendant Averreth that he was Apprized by the said Complainant at the time he signed or subscribed his name unto the said note that it was declared in and by the said paper writing that the Consideration whereon the Payment was to be made was for the Freight of Rice on the Ship Chapman from Bengal for the use of Defendant and Master John Wright which Assurances of the said Complainant and this Defendant with many another Circumstance as in and by this this Defendants answer is plainly alledged and set forth this Defendant will endeavour to prove upon his Counsel at the hearing of this Cause before this Honble Court this Defendant further saith that he verily believes that George Ramsay the Attorney of the said Repl and could not with safety to his Person not did he had a Right to Grant a Receipt and Discharge for the Monies according to the Rules Conditions and Agreement made between this Defendant and the said Complainant for that prompt Payment to be made unto this said Masters Money which this Defendant was necessary for the mutual Satisfaction and that this Defendant hath since the Complainant his name or signed the said Receipt and Discharge which this Defendant requires of the said Complainant without any Consideration whatsoever and this Defendant is ready and willing and hereby offers to pay unto the said Complainant his Executors or Administrators the Sum of Pounds and Interest thereon after the rate of Pounds per Centum per Annum from the time when the said Complainant first demanded the same of this Defendant at the time when the said Complainant first demanded upon him this Defendant to Sign or Subscribe his name unto the said paper writing or promissory Note and was any matter taken or mention made of any other transactions Dealings between the said Complainant and the said Stephen Wright which this Defendant

[illegible]

possibly subject the said Complainant to any inconvenience nor are there any such existing circumstances which this Defendant is acquainted with or ever heard of before the said Replicant stated them in his Replication to this Defendants answer — nor ought any thing to be waged alledged or introduced to Cause the said Complainant from a strict adherence to his promise and Agreement with this Defendant who being ignorant of the Contents of the said paper writing or pretended note relied upon the faith and honour of the Complainant that he would not attempt to draw him or require him to Execute or Sign a paper subjecting him this Defendant to the Payment of such a Sum of money Contrary to the Express Conditions and his own security for the Complainant was well acquainted and fully informed that John Wright the agent of this Defendant would not allow the Payment thereof but upon the express Conditions as are stated in and by this Defendants answer and having accepted for the same for freight of Rice from Bombay upon the Ship Chapman, which being really and truly so this Defendant humbly submits to the Consideration of this Honble Court whether he is bound in Equity to pay the same as demanded by the Complainant without a full and proper discharge according to the express Covenant and Engagement of the said Complainant given by the said John Wright as aforesaid for the Account of the said Wright and this Defendant

All and singular other matters and things this Defendant is ready and willing to aver maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in that behalf sustained

Edward Ellis
Attorney for the Defendant

William Cromfoot
Changa

Interrogatories to be administered to Witnesses to be produced Sworn and Examined in a certain cause depending in the Honble the Mayors Court at Madrass between Thomas Walker by his Attorney Timothy Watt and George Ramsay Complainant and Velappore in Defendant on the part and behalf of the Complainant

To all — 1st Interrogatory Do you know the parties Complainant and Defendant in the Table of these Interrogatories named or any and which of them and how long have you known them and any and which of them Respectively Declare the truth and your knowledge therein

2d Interrogatory View the Paper Writing now produced to you Marked A and pronounting to be a Note of hand from the Defendant unto To Change this Cause to the Complainant for One thousand One hundred and Eighty eight Star Rupees or to set the same Value in the Malabar Language Subscribed thereto of the proper hand Writing of the said Defendant

3d Interrogatory Were you or Were you not present at the time of the Execution of the said or the preceding Interrogatory named and was the said Notes signed sealed and executed freely by the Defendant to the Complainant or is there any Connection pass at that time Between the said Complainant and Defendant and what was the subject thereof and were or were not the said parties freely and faithfully there with the Defendant before the Signed the same Declare the Truth and Circumstances to the best of your knowledge and Remembrance

4th Interrogatory Do you or Do you not know Stephen Popham the Attorney at Law for the Complainant in this Cause Were you or were you not at any and what time present at Conversations between the said Stephen Popham and the Defendant in this Cause and or did not the said Defendant Declare Depose his wish to conclude matters between the parties and to order to save Expense to the Defendant but he or did he not the

Agd 30 Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 25th Day of May 1782 Sworn & Examined at the Office of Mr Edward Otis — who is Attorney for the Defendant by Recognizing my Servant who also left them a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworne and Examined — Deponeth as followeth —

1st ——— To the first Interrogatory this Deponent saith that he doth know the Complainant Thomas Walker in this Cause and that he hath to know him fifteen or Sixteen years and that he doth to know the Defendant Phillipson in this Cause and that he hath to known them by Sight and as Bankers to Mr Wright formerly Chief Mate of the Chesapeake — And more saith not to this Interrogatory —

2d ——— To the third Interrogatory this Deponent saith that he was present at the time the Defendant in this Cause gave a Note of Hand only to the Complainant in this Cause, & this Deponent saith that the Conversation that passed at the time was as follows the Complainant asked the Defendant if he had brought the money from Mr Wright and the Defendant said he could get no money Upon which the Complt asked the Defendant if Mr Wright had ordered them to pay the money and the Defendant Dd he had and this Deponent saith he understood either the Defendant of he had any objection to paying the Bill of Exchange and the Defendant said he had no objection, & this Deponent saith next Morning a Note was sent over and exhibited to the Defendant before he signed it and the Defendant was asked to pay the money to Mr Ramsay and more Saith not to this Interrogatory —

3d ——— To the fourth Interrogatory this Deponent doth know Mr Stephen Popham the Attorney for the Complainant in this Cause and that he was present when there passed the Articles of Agreement between the Complainant Joseph Holmes and the Defendant in this Cause and the said Stephen Popham did offer to the Defendant to Cancel the Articles of Agreement Popham on Order to save the Defendant the Expence of Stamps of Paper and the Dd Stephen Popham offered to accept of the Depositions for

for to accept Ten Pounds in full for the costs of Suit and to drop the same and did or did not the Defendant in this Cause Declare he would rather throw away One thousand Pounds than pay Ten Pounds Costs Declare the truth hereof according to the Best of your knowledge and Remembrance —

2d Interrogatory at the time of the Execution of the order in the Second Interrogatory setforth was there or was there not any mention made by the Defendant of a Receipt or Account of freight or any other Qualified Receipt whatever and did or did not the Defendant declare he was Ordered By John Wright whose Bankers they are to pay the sum for which the said Note is passed did or did not the Complainant on the Defendant Saying he had neither the money ask the Defendant if he would pass a note of hand for the same and Did or did not the Defendant Immediately and Chearfully Sign the same Declare the truth and your knowledge herein with the Reasons and Causes thereof at Large —

3d Interrogatory Lastly Do you know of any other matter or thing or have you heard or can you say any thing touching the matters in question in this Cause that may tend to the benefit and advantage of the Complainant in this Cause Declare what you have been already Interrogated unto Declare the same fully and at Large as if you had been Particularly Interrogated thereto —

S Popham
Atty for Compt

Mayors Court
Madras patnam

Between Thomas Walker by his Attornies Hawley Hall and George Ramsay Complainant and Phillipson Defendant

On the Part of the Complainant

Depositions of Witnesses taken in the Cause & Dd before the Court in the Fort as followeth —

William Cronfoot Surgeon of the Chesapeake now lying in Madras Roads

for Costs of Suit and to Drop the Cause upon which the Defendant in this Cause said he would Rather throw away allowance Right or some thing wearly to the same purpose to the best of this Deponent Recollection than pay the Costs of Suit - and more Saith not to the Interrogatory -

5th ..... To the fifth Interrogatory this Deponent saith, that at the time of the Execution of the Note before mentioned, there was no mention made by the Defendant of a Receipt on Account of Freight or any the Receipt specified, and this Deponent saith that the Defendant did on that time that he was ordered by John Wright what Debach he was to pay the Complainant the Sum for which said Note was passed by the Defendant to the Complainant and the Defendant did say at said time what this Deponent hath already set forth in this Deposition to the third Interrogatory - and more Saith not to this or the last Interrogatory -

Rich.d Deighton

Sworn

W.m Crowford

Mayors Court at Madraspatnam

Between Thomas Hollier by his Attorney Thos Hall Esq.r Complainant And George Mowray Esq.r Defendant

On the Part of the Complainant

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

Thomas Hollier Inhabitant of Madraspatnam aged 28 years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant and duly Sworn the 6th Day of May 1782 before me Edward Gibbs Esq.r Mayor of Madraspatnam and Examiner in the Court aforesaid for the Complainant by Examining my Interpreter who is Sworn well and truly to Interpret the Questions and Answers to and from this Deponent and the Interrogatories hereunto annexed and the Answers thereto as follows -

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Thomas Hollier in this Cause, and that he hath so known him four years or thereabouts and that he doth know the Defendant Villepre in this Cause, and that he hath so known him Eight or ten years and more Saith not to this Interrogatory -

2d ..... To the second Interrogatory this Deponent saith, on producing to him the Paper writing Marked A purporting to be a Note of hand from the Defendant in this Cause to the Complainant for one thousand five hundred and Eighty Eight Arcot Rupees, that the name Villepre in the Malabar Language Subscribed thereto is of the proper hand writing of the said Defendant and so signed in this Deponents presence and more Saith not to this Interrogatory

3d ..... To the fifth Interrogatory this Deponent saith, that at the time of the execution of such Note (produced to him as an Exhibit) that the Defendant did not mention any thing about a Receipt for Freight or any other Receipt and this Deponent saith that the Complainant was going to Sail therefore he asked the Defendant for a Note of hand for the money the Defendant was to pay him on demand of John Wright and the Defendant did accordingly give him such Note and more Saith not to this or the last Interrogatory

Rich.d Deighton

Sworn

Witnesses Names
John Wright
David Tolme
Cranmigah Medlicott
Humphrey Medlicott x
Chrispah Medlicott x
Venerable Medlicott x
Harapah x
Chirgana Hanks x
Fromgabellum x
Nungapahby Chitty
Chittiapah x

Interrogatories to be Administered to and Witnesses as shall be produced Sworn and Examined in a certain Cause Depending and at Issue in the Worshipful the Mayors Court at Madraspatan wherein Thomas Walker by his Attorney Hawkesby Hall and George Ramsay of Pondicherry is Complainant and Witnesses of Madras Dubash Defendant

On the Part and behalf of the said Defendant

Interrogatory for all the Witnesses } Do you know or do you not know the Parties Complainant and Defendant in this Cause and in the Title of these Interrogatories named or either of them and which of them If you know how long have you so known them or either and which of them Particularly set forth and Declare to the best of your knowledge remembrance and belief

2 Interrogatory for John Wright David Tolme Cranigah Medlicott Humphrey Medlicott Chirgana Hanks Fromgabellum } Do you know or do you not know the Station or Occupation of the Defendant in this Cause If you do you know or what Employ was Engaged in the Month of January last past If you were the Employer what is the Name and Surnation was he the Defendant or was he and Declare if he Serv'd under or Employed by him Master or Employer as Boy and what Wages if any was paid to the Defendant and by whom If you know any such Agreement as this Cause and upon what Consideration and when and where was the same made and Entered into and Signed and Executed and what Sum of Money was Agreed to be paid by the Complainant unto the Defendant and when and where and to whom and in what manner was the same to be paid and what Security was given for the same and by whom and to whom and when and where and in what manner and upon what Consideration and what Sum of Money was the same Agreement to be Released and Discharged

to the matters in Dispute - Did or did not the Defendant in this Cause Pay any and what Sum of Money unto the Complainant for what Purpose and upon what Account was the Payment of such Money declared to be by the Parties - did the Complainant actually receive any and what Sum of Money from this Defendant If you did be the said Complainant give any Receipt for the same or Promise to give any and what kind of a Receipt for such Money to the said Defendant - did or did not the Defendant leave the Money of any then paid in the hands of the Complainant in his the Complainants full and Clear Possession the whole of these matters to the best of your knowledge remembrance and belief Particularly set forth and the truth Declare

Last Interrogatory To all the Witnesses

Do you know of any other matter or things or have you heard or can you set forth any thing touching the matters in Question in this Cause that may tend to the Benefit or Advantage of the Defendant in this Cause - If you declare the same as you know have heard or do believe together with your Reasons for such your belief as fully Clearly and Effectually as if you had been thereunto particularly Interrogated

Edward Ellis
Attorney for the Defendant

I Promise to pay to Capt. Thomas Walker or his Order at Sight Eleven Hundred and Eighty Eight Arcot Pages or the Amount of that Sum in Pagodas at the market Exchange on Account of Mr John Wright Chief Mat of the Chapman

Madras Jany 19th 1782

Examined and Compared with the original Note of hand delivered into the Hon'ble the Mayor's Court and attested to be a true Copy the original Delivered up order of Court

James Taylor
Regr

In the Hon'ble the Mayor's Court at Madraspatnam Ret. Thomas Walker by his Attys Hawksley Hall & Geo. Ramsay vers Vellapore Deft on the part of the Compt & Deft

Popham
Atty for Compt

Edward Ellis
Atty for the Deft

The Exhibit Marked A was shewn to Chenga at the time of his Examination before me on the part of the Complainant and was also shewn to Tonnigachellum Chenganah Nank Videnaden Moodellair & Chideapah Moodellair at the respective times of their Examination before me on the part of the Defendant in a Cause depending in the Hon'ble the Mayor's Court at Madraspatnam wherein Thomas Walker is Compt by his Atty Hawksley Hall & Geo. Ramsay vers Vellapore Deft on the 30th day of May & 12th 14th & 21st days of June Anno Domini 1782.

Richd Dighton
Examiner

Mayor's Court at Madraspatnam

Between Thomas Walker by his Attorneys Hawksley Hall and George Ramsay of Fort Saint George Compt and Vellapore of Madras Durbash Defendant

On the Part of the Defendant

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

Conariapah Moodellair of Madras Second Durbash Aged 22 years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the 14th Day of June 1782 Sworn at the Office of Mr Stephen Popham who is Attorney for the Complainant by Bramaing 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

the Complainant Thomas Walker in this Cause and that he hath so known him from December One thousand Seven hundred and Eighty One — and that he doth know the Defendant Vellapore in this Cause & that he hath so known him Eleven Years or thereabouts — and more Saith not to this Interrogatory —

2nd — To the Second Interrogatory this Deponent saith, that the Defendant In this Cause is a Head Dubash to Captain and others belonging to Ships and this Deponent saith that the Defendant was employed in that Station by Mr John Wright Chief Mate of the Chapman in the Month of January last and this Deponent saith that he was present when the Defendants then Master Mr Wright gave him the Defendant order to pay to Captain Walker the Complainant in this Cause the Sum of Eleven hundred and Eighty eight Rupees on Account of Freight for Rice from Bengall and this Deponent saith that the said Mr Wright ordered the Defendant at the same time to take a Receipt from the Complainant ask now ledging the said Sum to have been received on Account of Freight for said Rice from Bengall — and more Saith not to this Interrogatory —

To the last Interrogatory this Deponent saith that the Defendant in this Cause on the twelfth of March One thousand Seven hundred and eighty two carried two hundred and twenty Seven Pagodas to pay the Complt On the before Tioned Account and demanded a Note and Receipt for the same of the Complainant and the Complt desired the Defendant to come again at four o Clock and the Defendant accordingly went to the Complainants House who was not at home, and this Deponent saith that the Defendant went several times to the Complainant for the space of two or three Days & desired the Complainant to give him his Note and Receipt for the money he had paid him On account of said Freight, and the Complainant put him Off from time to time at last the Defendant pressed the Complainant to give him the Note and Receipt and the Complainant refused giving the Note and Receipt and returned the money to the Defendant and more Saith not to this Interry —

Richd Dighton
Examt

Mayor's Court at Madraspatnam

Between Thomas Walker by his Attornies Hawksley Hall and George Ramsay of Fort Saint George Compt and Vellapore of Madras Dubash Defendant

On the Part of the Defendant

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

Chingleroy Moodellair of Madras Writer Aged 30 Years or thereabouts — being produced as a Witness in this Cause on the Part of the Defendant was on the 16th Day of June 1792 Sworn at the Office of Mr Stephen Popham who is Attorney of the Complt by Remaining my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st — To the first Interrogatory this Deponent saith that he doth know the Complainant Thomas Walker in the Cause and that he hath so known him Seven Months or thereabouts and that he doth know the Defendant Vellapore in this Cause, and that he hath so known him twenty five years on

come another time and the Defendant went away and left said Sum of two hundred and ninty Seven Pagodas as payment for said Eleven hundred and eighty eight Arcot Rupees in the Possession of the Complainant and this Deponent saith that the Complt put off giving the said Receipt & Note to the Defendant from time to time for the space of three Days at last the Defendant pressed the Complt to give the said Receipt and Note upon which the Complainant returned the Money to the Defendant - and more Saith not to this Interrogatory —

To the last Interrogatory this Deponent saith that he was told by the Defendant that he had refused to sign said Note as he could not read English and therefore he was Ignorant of the Contents of the Paper produced to him to sign and the Complainant told the Defendant that he had nothing to fear as the Note was properly drawn out for Eleven hundred and eighty eight Arcot Rupees on account of Freight for Mr John Wright and the Defendant relied on the truth of the Complt and therefore signed said Note thinking that there could be no exposition in it and more Saith not to this Interrog —

[illegible] Chingleton
Examd

Chingleton

Mayor's Court at Madraspatnam

Between Thomas Walker by his Attorneys Hawkesley Hall and George Ramsay of Fort Saint George Complt and Villapore of Madras Dubash Defendant

On the Part of the Defendant

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

Chidiapah Moodeliar of Madras Second Dubash Aged 30 years or thereabouts — being produced as a Witness in this Cause, On the Part of the Defendant was on the 21st Day of June 1782 Signified at the office of Mr Stephen Popham who is Attorney for the Complainant by Beemasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st — To the first Interrogatory this Deponent saith that he doth know the Complainant Thomas Walker in this Cause, and that he hath so known him three years or thereabouts — and that he doth know the Defendant Villapore in this Cause, and that he hath so known him ten years or thereabouts and more Saith not to this Interrogatory —

3rd — To the third Interrogatory this Deponent saith that the Complainant sent for the Defendant and asked whether his Master had orderd him to pay a Sum of money to him on account of Freight for Rice and this Deponent saith the Defendant said his Master Mr John Wright had orderd

ordered him to pay Eleven hundred & eighty eight Rupees on account of said Freight to the Complainant and to take a Receipt from the Complainant for same saying for the that the same had been received on acct of Freight for Rice brought on the Defendants Masters Account from Bengal and this Deponent saith that the Defendant said that he had not got the money then but that he expected it in a few Days as he was to receive some money in a Day or two on acct of Rice sold and this Deponent saith that he was present when the Defendant signed a Note for the said Sum of money for said Freight and this Deponent saith that the Note marked A and now shewn him at this the time of his Examination is the said Note and subscribed to by the Defendant and this Deponent saith that the Defendant at first refused to sign said Note as he said he did not understand English upon which the Complainant said that no Evil could happen to the Defendant by his signing said Note and the Complainant read it over to the Defendant two or three times and more saith not to this Interrogatory

To the fourth Interrogatory this Deponent saith that the Complainant left the Note with him for the Defendant on the fourth of January and asked the Defendant to discharge the Note but that the Defendant refused to pay the same and this Deponent saith that the Defendant said that he would give the Complainant a Note for the Money and accordingly the Defendant signed a Note for the same and this Deponent saith that the Defendant said that he would pay the Money in a few Days and this Deponent saith that the Defendant never paid the Money to the Complainant and this Deponent saith that the Defendant received two hundred and eighty Dollars Rupees to discharge said Note and offered the same to Hawksley Hall and desired he would give him a Receipt on receiving the said Sum and that he received the same on account of Freight for Rice brought from Bengal on the

of his Master Mr John Wright and this Deponent saith that Mr Hawksley Hall said he did not Explain he gave a Receipt but that he would deliver up the Note the Complainant had left with him to receive the money on and this Deponent saith that Mr John Wright was present and asked Mr Hawksley Hall whether it was not customary in the English Law to give a Receipt for money setting forth on what Account the same was received for and at the same time desired to see said Note and upon reading the same he said to the Defendant that the Complainant had desired him as he had not mentioned that the same was on account of Freight for Rice and this Deponent saith that the Defendant then asked the said Hawksley Hall for a Receipt who said he could do nothing in the Matter but that he would write to the Complainant at Negapatnam and more saith not to this Interrogatory

To the last Interrogatory this Deponent saith that after the Complainant returned from Negapatnam the Defendant paid two hundred and Eighty three Rupees and demanded the same of this Deponent as the said Complainant and the Complainant refused to take the same but the Defendant insisted on his giving him a Receipt and this Deponent refused to give a Receipt and neither he gave a Receipt or not this Deponent doth not know and more saith not to this Interrogatory

Rich[d] Dighton

Mayor's Court at Madraspatnam

Between Thomas Walker by his Attornies Hawksley Hill and George Ramsay of Fort Saint George Complaint and Vellapore of Madras Dubash Defendant

On the Part of the Defendant

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

Vidianada Moodelliar of Madras Butler Aged 30 years or thereabouts — being produced as a Witness in this Cause On the Part of the Defendant was on the 14 Day of June 1782. Signified at the Office of Mr Stephen Popham who is Attorney for the Complainant by Becmasing my Servant who left him a Note of the Name Title and Place of Abode of the Said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Thomas Walker in this Cause, and that he hath so know him since January One thousand seven hundred and eighty two — and that he doth know the Defendant Vellapore in this Cause, and that he hath so known him the same time — and more Saith not to this Interrogatory

3rd ..... To the third Interrogatory this Deponent saith that he doth know of the Matter regarding the Complainants demand on the Defendant on account of his Master Mr John Wright and this Deponent saith that he was present some time in the Month of January when such demand was made by the Complainant on the Defendant and this Deponent saith the Complainant said Well Vellapore has not your Master ordered you to give me some money on account of Freight and this Deponent saith the Defendant said his Master had ordered him to pay the Complainant Eleven hundred and eighty eight Rupees on account of Freight and to take a Receipt accordingly from the Complainant but that he had not the money with him at that time but he expected to receive it the next Day upon which the Complainant drew out Paper and desired the Defendant to sign it and this Deponent saith he was present when the Defendt signed a Note to the Complainant for the Sum of Eleven hundred and eighty eight Rupees to be paid to the Complainant on account of Mr John Wright the Defendants Master and this Deponent saith on producing and shewing to him the Paper writing marked to at this the time of his Examination that the said Paper is the Note subscribed to by the Defendant and this Deponent saith he was present when the said Note was signed by the Defendant and this Deponent saith that the Defendant at first refused to sign said Note as he said he would pay the money on the morrow and as he did not understand English upon which the Complainant said there was no harm in it and read it to the Defendant and more saith not to this or the last Interrogatory

Richd Dighton
Examr

Mayor's Court at Madraspatnam

Between Thomas Walker by his Attornies Hawksley Hill and George Ramsay of Fort [illegible] George Complaint and Vellapore of Madras Dubash Defendant

On the Part of the Defendant

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

Vidianada Moodelliar of Madras Butler Aged 30 years or thereabouts — being produced as a Witness in this Cause On the Part of the Defendant was on the 14 Day of June 1782 Signified at the Office of Mr Stephen Popham who is Attorney for the Complainant by Becmassing my Servant who left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Thomas Walker in this Cause and that he hath so know him since January One thousand seven hundred and eighty two — and that he doth know the Defendant Vellapore in this Cause, and that he hath so known him the same time — and more saith not to this Interrogatory

3rd ..... To the third Interrogatory this Deponent saith that he doth know of the Matter regarding the Complainant demand on the Defendant on account of his Master Mr John Wright and this Deponent saith that he was present some time in the Month of January when such demand was made by the Complainant on the Defendant and this Deponent saith the Complainant said Well Vellapore has not your Master ordered you to give me some money on account of Freight and this Deponent saith the Defendant said his Master had ordered him to pay the Complainant Eleven hundred and eighty eight Rupees on account of Freight and to take a Receipt accordingly from the Complainant but that he had not the money with him at that time but he expected to receive it the next Day upon which the Complainant drew out Paper and desired the Defendant to sign it and this Deponent saith he was present when the Defendt signed a Note to the Complainant for the Sum of Eleven hundred and eighty eight Rupees to be paid to the Complainant on account of Mr John Wright the Defendants Master and this Deponent saith on producing and shewing to him the Paper writing marked A at this the time of his Examination that the said Paper is the Note subscribed to by the Defendant and this Deponent saith he was present when the said Note was signed by the Defendant and this Deponent saith that the Defendant at first refused to sign said Note as he said he would pay the money on the morrow and as he did not understand English upon which the Complainant said there was no harm in it and read it to the Defendant and more saith not to this or the last Interrogatory

Richd Dighton
Exam

Mayor's Court at Madraspatnam

Between Thomas Walker by his Attornies Hawksley Hall and George Ramsay of Fort Saint George Complainant and Vellapore of Madras Dubash Defendant

On the Part of the Defendant

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

Veerapah of Madras Second Dubash Aged 32 Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the 12th Day of June 1782 Signified at the Office of Mr Stephen Popham who is Attorney for the Complainant by Bermasing my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth —

1st — To the first Interrogatory this Deponent saith that he doth know the Complainant Thomas Walker in this Cause and that he hath so known him from the Month of December One thousand Seven Hundred and eighty One and that he doth know the Defendant Vellapore in this Cause and that he hath so known him twenty Years or thereabouts and more Saith not to this Interrogatory

6th — To the Sixth Interrogatory this Deponent saith that he was present at Mr Lathom's House in the Black Town either on the Eleventh or twelveth Day of March last past when the Complainant and Defendant in this Cause met to settle the Matter in dispute and this Deponent saith that the Complainant asked the Defendant why he did not pay Mr Ramsay who had sued the Defendant in Court, as Attorney to the Complainant and the Defendant said that Mr Ramsay would not receive the money at the proper Exchange and refused to give a Receipt setting forth that the money was received On Account of Freight for Rice at the same time Captain Walker the Complainant said he would give him such a Receipt for the money, and the next Day this Deponent saith that the Defendant carried the money to the Complainant at his own House and delivered it to the Complainant at the Rate of four Rupees pr Pagoda which amounted to two hundred and ninety Seven Pagodas and the Complainant received the same in this Deponents presence about four o'clock in the Evening and at the same time the Defendant asked the Complainant for the Receipt according to her Promise and a Note of hand which the Defendt had given the Complainant and the Complainant desired he would call in the Evening and he would give the Receipt and Note of hand upon which the Defendant went away and left the Complt in full Possession of said money and the next Day the Defendant asked for the Receipt and Note of Hand and the Complainant put the Defendant off from time to time for about three Days and afterwards returned the Defendant the money and more Saith not to this or the last Interrogatory

Rich Dighton
Examd

Vellapore

underwrote by the Defendant and this Deponent saith that he doth not know of any Promises made by the Complainant to the Defendant respecting the Payment of said Note and this Deponent saith that said Note was wrote by the Compl.t and read over two or three times to the Defendant after which the Defendant signed said Note of his free will & Consent — and more Saith not to this Interrogatory —

6.th ..... To the Sixth Interrogatory this Deponent saith that he was not present on the Month of March last long Meeting between the Complainant & Defendant in this Cause to settle the matter in Dispute on the Bill he know of any particulars relative to the Matters Inquired of him by the Sixth Interrogatory and more Saith not to this or the last Interrogatory —

Rich.d Deighton

Sworn Dec.r

In Chancery

Between Thomas Walker Complainant
and
Mathew Webster Defendant

Depositions taken in the Cause by each Side Examined on the part & behalf of the Defendant before the Commissioners in the Bill mentioned on the Twenty Eight day of December in the Year of our Lord One Thousand Seven Hundred & Twenty two at the Office of Mr Stephen Popham Solicitor in Chancery Lane London pursuant to the Direction of a Decree of this Honble Court bearing date the 18.th day of June 1722. made in this Cause on the part of the Defendant which said Commissioners are by the said Decree Authorized to take the Examinations of Witnesses in the Cause

Richard Deighton of Whitefriars London Gent aged about Forty Years a Witness produced on the part & behalf of the Defendant in this Cause being duly Sworn & Examined Deposeth as followeth —

1.st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Thomas Walker in the Cause and that he hath so known him since the Month of January last — and that he doth know the Defendant Webster in this Cause and that he hath so known him fourteen or fifteen years — and more Saith not to this Interrogatory —

2.nd ..... To the Second Interrogatory this Deponent saith that the Defendant is in the Station of Head Pilot to the Captain & Officers of Ships &c that he was employed by the Chief Mate of the Chapman Mr John Wright last January and this Deponent saith that the Complainant was Master ordered him to bring the Defendant and this Deponent brought the Defendant upon which the Complainant asked the Defendant of his Master Mr John Wright had ordered him to pay him a sum of Money and the Defendant said he had but that he did not then have the money in Readiness but would go for his Master and the Complainant then asked the Defendant for a Note of hand or he was going to send for Mr Wyatt when the Defendant gave a Note for the Sum of Eleven hundred & six Pounds or thereabouts — and more Saith not to this Interrogatory —

3.rd ..... To the third Interrogatory this Deponent saith that he was present when the Defendant gave the Note of hand to the Complainant on account of the Goods as before set forth and this Deponent saith that about seven Years ago the Monies of January he was present and this Deponent saith he saw the Defendant write the Note marked A. at the foot of the Examination hereof

said Note is under wrote by the Defendant in the Deponents presence and that he doth not know of any other Particulars of said Note but what he hath already declared — and more saith not to this or the last Interrogatory —

Wm. Dighton

Sworn

Mayor's Court at Madraspatnam

Between Thomas Walker by his Attorney Hawkesley Hall and George Ramsay of the Third George Complainants and Villepore of Madras Dubash Defendant

On the Part of the Defendt

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

Collet aged of Madras Gentleman Aged 20 years a Witness being produced on the Part of the Defendant was on the 12th Day of June 1782 Sworn at the Office of Mr Stephen Hopkins who is Attorney for the Complainant by Examining Interpreter who also Affirms and Declares that he will truly Interpret unto the Deponent the Oath he is about to take and also the Questions that shall be asked him and the Answers he shall make thereto and Deponent being Sworn and Examined Deposeth as following

1st ——— To the first Interrogatory this Deponent saith that he doth know the Complainant Thomas Walker in this Cause and

and that he hath so known him three Months or thereabouts and that he doth know the Defendant Villepore in this Cause and that he hath so known him Six Months or thereabouts and more Saith not to this Interrogatory —

6th ——— To the Sixth Interrogatory this Deponent saith that he was present when the Complainant and Defendt in this Cause met on the twelveth Day of March One Thousand Seven hundred and Eighty two at Mr Lathom's House in the Black Town when the Complainant demanded money of the Defendt and the Defendant said if the Complainant would give Straight for Freight on Account of this Ship would pay him upon which the Complainant said he would Stay him upon which the Defendant ordered this Deponent to go to the Head Conopolo and bring him two hundred and fifty Seven Pagodas and this Deponent went and brought the Defendant the said Sum and whereof he the Defendant the said Sum and whereof he the said Day the Defendant went and paid to him and he the said Day the Defendant paid the said Sum to the Complainant in the Deponents presence and Complainant gave Receipt for Freight and this Note of hand ——— the Complainant promised to give said Receipt as soon as he arrived in the Evening and the Defendant promised the said Receipt and Note and the Defendant promised the said Receipt and Note Days when the Complainant should pay the Defendant the Sum of Money the Complainant should pay the Defendant the said Receipt and Note and Note and Deponent further saith that the Defendant said he would pay the Money in Three Days when the Defendant Complainant for the Note would Receipt the Complainant was angry and Returned three Defendt the money and more Saith not to this or the last Interrogatory —

Wm Dighton

Sworn

Mayors Court at Madrasapatnam } { Tuesday the 25th day of March Anno Domini 1783

Present

William Webb Esquire Mayor
James Hall and Edward John Holland
Aldermen

Between James Hollis Esqr attorney Barkely Hall & Georg Ramsay of Madras Merchants Complainants and Thomas Holmes late of Madras Inhabitant 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 and the Copies of two Arrest and Writ of Attachment by a Peon of Mr Barry under the Defendants Hand, the Affidavits of Captain Hall & Mr Hampshire and Depositions on the part of the Complainants which are Ordered granted & Entered, the Subscribers Depositions on the part of the Defendant. On Hearing the Bill read and Copy of the Answer thereto and the Affidavits & Depositions on both Sides and full consideration had thereof & what was Alledged by the Attornies on the Complainants and the part of the Defendant. It is Ordered and Decreed that the Complainants Bill be dismissed and the Defendant to have his Costs of Suit to be taxed and Ascertained by the Master of this Court. Dated this Eighth Day of April Anno Domini 1783 and of the Reign of His Majesty King George the Third over Great Britain &c the Twenty third Year.

And it is further Ordered that the Complainants do pay all Costs of the Suit

Filed 20th Oct 1783

To the Worshipfull the Mayors Court at Madrasapatnam

Humbly Complaining Sheweth unto this Worshipfull Court your Orator Gregorio Gregorio of Madrasapatnam afforesaid Inhabitant Mal Thomas Named Administrator of the Debt and Effects of the Late Deceased Craig Deceased, that he and truly entitled unto your Orators the full and just Sum of Thirty five Pagodas Current Money of Madras or the Value thereof in Sterling money of Great Britain, at the Rate of Eight Shillings sterling for every Pagoda the Sum of Fourteen Pounds or thereabouts as will more fully and at large appear by a Copy of an Account Current hereunto annexed for the Inspection of this Worshipfull Court which your Orator prays may be at the Inspection of this Worshipfull Court which your Orator prays may be at the Inspection of this Worshipfull Court which your Orator prays may be at

Effectually, to all Intents and purposes, as if the same were here again Repeated and particularly Interrogated, and that he may be Decreed to pay unto your Orator the said Sum of Thirty five Pagodas with all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit—

May it Please the Honble Court to Cause the said Thomas Barrett to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this your Orator's Bill of Complaint, and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem meet—

Thomas Jones
Atty for Compt

Dr. Thomas Barrett Administrator of the Estate and Effects of Elizabeth Carty [illegible] Account Current with Joaquim Gregorio } Cr

1782 Novr	[illegible]	[illegible]			By Cash Received in part	5.	"
		[illegible]			By Ballance	35.	"
					Pagodas	40.	"

[illegible] George 2d February 1783

Mayors Court at Madraspatnam

Tuesday the 2d day of December Anno Domini 1783

Present

William Webb Esquire Mayor
Edward Garrow and Earnest William Fallofield — Aldermen

Between Joaquim Gregorio of Madraspatnam aforesaid Inhabitant Complainant and Thomas Barrett of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto Complainant out of the Estate and Effects of Elizabeth Carty Deceased the full and Just Sum of Thirty five Star Pagodas (Star Pagodas 35. " ") together with such Interest as now is shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Hurt

Filed 18th Octr 1785

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaineing Sheweth unto this Honble Court your Orator Collard Meeks Savory Mordelky by his Attorney Leonard Johnson of Madras Inhabitant that Soudary Mannidasap Soyk of the same place Inhabitant Stands Indebted unto your Orator in the full and Just Sum of One Hundred Pagodas Current money of Madras making in Sterling money of Great Britain at the Rate of eight Shillings for every Pagoda the Sum of Forty Pounds or thereabouts as Doth more fully and at Large Appear by Copy of the Bond or Obligation given and Granted unto your Orator by the said Soudary Mannidasap Soyk Bearing Date the fifteenth Day of April in the Year of Our Lord One Thousand Seven Hundred and Eighty three and Copy of an Agreement thereupon entered for the Inspection of this Honble Court to which your Orator prays they may be referred as part of this his Bill of Compt and for that whereas your Orator hath frequently and often Whilst the same Remained Due and Owing as aforesaid Demanded and Requested Payment of the said Sum of One Hundred Pagodas from the said Soudary Mannidasap Soyk

But now So it is Mayst Please this Honble Court the said Soudary Mannidasap Soyk obstinately and wilfully Refuses to pay the same or to give your Orator any manner of Satisfaction Touching the Premises your Orator therefore Prays as aforesaid Relief such as to this Honble Court shall appear agreable to equity and good Conscience To the End therefore that the said Soudary Mannidasap Soyk may upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Premises and Things herein before Set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same where Severally and Particularly Interrogated and Again Repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of One Hundred Pagodas with all such Interest as now is or shall hereafter accrue become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Soudary Mannidasap Soyk to be Summoned and Required by the Sheriff of Madras George Town of Madraspatnam and the Districts thereof Peonally to be and Appear before the Honble Court at Chabutra Hall and place to be by this Honble Court Posted and Appointed Then and there to Answer the Premises and Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Wm Dupuy
Solr Complt

18th October 1785
This Bill was shewn to the Honble the Mayor by the Complainants Leonard Johnson and the Contents thereof being made Known to the Court the Court finding that the Defendant is not within the Jurisdiction of this Court on hearing the Complaint granted the Like a Summons thereupon Immediately Directed to the Sheriff

W. Mackett
Mayor

Translation of a Bond or Oblegation Dated the 15th of April 1783

I Sowdary Mamudusap Soyb do give this Bond to Cottaval Mootu Sawmy Moodelly that is to say On my Urgent Occasion I have Borrowed and Received of you the sum of (100) One hundred Star Pagodas which sum I promise to pay you on demand with Interest as may become due thereon at the rate of 9 ℔ Cent ℔ Annum Thus I do give this Bond by my Consent Witnesses Raungasane Moodaly, and Mode Nellatombe Moodaly by their Knowledge Drawn by Saniconam Moodo Moodaly

(Signed)

Witnesses Signed
Nellatombe
Raungasane

Mamudusap Soyb

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

Soobaroyam
Interpr

true Copy
Hy Dupuy
Atty Compt

To all People to Whom these Presents Shall Come Greeting Whereas Sowdary Mamudusap Soyb of Madras Inhabitant in and by One Bond or Oblegation Bearing Date the fifteenth day of April in the year of Our Lord One Thousand Seven Hundred and Eighty three did become bound unto Cottavol Mootu Sawmy Moodelly of the same Place Inhabitant in the full and Just Sum of One hundred Pagodas Current Money of Madras Condetioned to be paid on Demand with Interest at the Rate of Nine per Cent per Annum As by the said Bond and Condetion thereof may Appear Now Know ye that the said Cottaval Mootu Sawmy Moodelly for a Valuable Consideration to him in hand paid by Leonard Johnson of the aforesaid Inhabitant at or before the Sealing and Delivery of these presents the Receipt whereof he the said Cottaval Mootu Sawmy Moodelly doth hereby Acknowledge he the said Cottaval Mootu Sawmy Moodelly hath Assigned and Setover and by these present doth Assign and setover unto the said Leonard Johnson the said Bond or Oblegation and the money or Amount Principal and Interest thereupon due and owing and which may become due thereon and all his right and Interest of and to the same and every part thereof and the said Cottaval Mootu Sawmy Moodelly for the Consideration aforesaid hath made Constituted and Appointed and by these presents doth make Constitute and Appoint the said Leonard Johnson his Executors and Administrators his true and lawfull attorney or Attornies Irrevocable for him and in his name

name and in the name and names of his Executors
and Admenistrators but for the sole and proper use
and benefit of the said Leonard Johnson his Executors
Admenistrators and Assigns to ask require
demand and receive of the said Sowdary Mamudesap
Soyb his heirs Executors Admenistrators the money
due or to become due on the said Bond or Obligation
and on non payment thereof he the said Leonard
Johnson his Heirs Executors and Admenistrators
to sue for and recover the same and on payment
thereof to deliver up the said Bond or Obligation and
give Sufficient Releases and Discharges therefore
and one or more Attorney or Attornies under him
to Constitute and whatsoever the said Leonard
Johnson or his Attorney or Attornies under him
shall lawfully do in the premises the said Cottaval
Mootu Sawmy moodelly doth hereby Allow and
Affirm and the said Cottaval Mootu Sawmy moodelly
doth Covenant with said Leonard Johnson that he
the said Cottaval Mootu Sawmy moodelly hath
not received nor will receive the said money due or
to become due on the said Bond or Obligation or
any part thereof neither shall or will Release or
Discharge the same or any part thereof but will
Own and allow of all Lawfull proceedings for the
Recovery thereof he the said Leonard Johnson
saving the said Cottaval Mootu Sawmy moodelly
harmless of and from any Costs that may happen to him
thereby In Witness whereof the said Cottaval Mootu
Sawmy

Sawmy Moodelly hath hereunto set his hand and
Seal in Madras this Thirteenth day of October in
the year of Our Lord One Thousand seven Hundred
and Eighty three

Mootusawmy (Lt)

Signed Sealed and Delivered
where no stampt Paper is to be
had in the Presence of
Moodukistnah
Emanuel Lais Anderson

Hy Du Puy
Atty Compt

Mayor's Court at Madraspatnam } { Tuesday the 2 day of December Anno Domini 1783

Present
William Webb Esquire Mayor
Edward Garrow and Edward Wilson
Fallofield — Aldermen

Between Cottaval Mootu
Sawmy moodelly by his
Attorney Leonard Johnson
of Madras Inhabitant
Commanuel and Sowdary
Mamudesap Soyb of the
Sawaplace Inhabitant De-
fendant

It Appearing by the Records of this Court
that the usual Rules have issued for the Defendant to Answer
the

the Complainants Bill which he has neglected [illegible] doing - This
Court doth therefore think fit to Order and Decree and [illegible] accordingly
Order and Decree that the Defendant shall pay unto the Complainant
the full and just Sum of One Hundred Star Pagodas / Star Pago=
das 100 . . together with such Interest as now is or shall
hereafter become due thereon until full Payment is [illegible] rate also
all Costs of this Suit pl Cur

Filed 22d Sept. 1783

To the Honble the Mayor's
Court at Madras [illegible] Anam

Humbly Complaining Sheweth [illegible] to this
Honble Court your Orator Elias Minas of Madras [illegible] Defendant
that Martherus Aurathoon of the same place Marchant [illegible] Hundred
and Truly indebted unto your Orator in the full and [illegible] Sum
of Nine Hundred and forty two Pagodas Currant [illegible] of Madras
making in Sterling Money of Great Britain after the [illegible] Hundred
Eight Shillings for every [illegible] the Sum of three [illegible] Pounds Ten
and Seventy Six Pounds and Sixteen Shillings or there [illegible] the year
that Whereas or about the Second day of January [illegible] Orator
One Thousand Seven Hundred and Eighty two [illegible] the
advanced and lent unto the said Martherus Aurathoon [illegible]
principal Sum of Nine Hundred and forty two [illegible]
money of Madras for Securing the Repayment thereof with
Interest after the rate of Eight pl Cent pl Annum he [illegible]
Martherus Aurathoon did enter into one Bond [illegible]
Obligatory in the Armenian Language bearing [illegible]
said Second day of January One Thousand Seven hundred [illegible]
Eighty two by which Bond he the said Martherus himself
did acknowledge himself to be bound and did bind [illegible] Orator
his Heirs Executors and Administrators unto your Eighty four
in the Sum of One thousand Eight Hundred and [illegible] Pagodas

Pagodas with Condition thereunder written to be void on
payment of the said Sum of Nine Hundred and forty two
Pagodas with Interest for the same as aforesaid unto your
Orator his Heirs Executors Administrators or Assigns at the Demand
of the said Elias Minas, or Else the said Bond or Obligation was to
be and remain in full force and Virtue as by the said Bond or
Writing Obligatory in the Armenian Language under the Hand
and Seal of the said Martherus Aurathoon bearing date as
aforesaid and ready to be produced to this Honble Court relation
being thereunto had it doth and may more at large appear a true
Translate of the said Original Bond or Writing 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 Orator's Bill of Complaint and Whereas your Orator
hath frequently and in an amicable manner requested payment
of the said Principal Sum of Nine Hundred and forty two
Pagodas and Interest from the said Martherus Aurathoon

But now so it is and May it Please this Honble
Court the said Martherus Aurathoon 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 Martherus Aurathoon may upon his Corporal
Oath full true direct and perfect answer make to all and
Singular the matters and things herein before Selforth and
Alledged as fully truly and effectually to all Intents and
purposes as if the same were hereagain repeated and particular-
ly Interrogated and that he may be Decreed to pay unto
your Orator the afore said Principal Sum of Nine Hundred
and forty two Pagodas and Interest together with all such
Interest

Iterest 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 Marthirus Aurathoon to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to answer this your Orator's Bill of Complaint and further to stand to and abide by such order and Decree therein as to this Honble Court shall seem meet —

Chas Bromley
Atty Complt

Translate as near as can be of a Bond from the Armenian Language Lord to have been Executed by Marthirus Aurathoon

Know all Men by these presents that I Marthirus Aurathoon am held and firmly bound unto Mr Elias Minnas his heirs Executors Administrators or Assigns in the Penal Sum of 1782 Star Pagodas to be paid him or his heirs Executors Administrators or Assigns for the true Payment whereof I bind myself my heirs Executors Administrators or Assigns firmly by these presents Witnessed signed and Sealed Dated this Second Day of the January in the year of our Lord 1782

Whereas I the said Marthirus Aurathoon Borrowed and Received of the above named Mr Elias Minnas in the Sum of 942 Star Pagodas to be run at Land Interest at the rate of Eight pCent pr Annum Payable at the Demand of the said Mr Elias Minnas with the Interest that shall become due thereon —

The Condition of this Obligation is such that if the above bounden Marthirus Aurathoon his heirs Executors Administrators or Assigns do well and truly pay to the above named Mr Elias Minnas his heirs Executors Administrators or Assigns the full Sum of 942 Star Pagodas with Interest that shall become due thereon at the rate of Eight pCent pr Annum on this Demand Then this Obligation to be avoid or else to remain in full force

Marthirus Aurathoon

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

Jacob Simon
Johannes Sature

a True Translate as near as can be

(Signed) Thadeus Aga Perry Calendar

(A True Copy) Chas Bromley
Atty Complt

Filed 24th Octr 1783

In the Honble the Mayors
Court at Madraspatnam

Between Elias Minas of
Madras Merchant and Marthinus
[illegible] of the Same place Merchant

The Affidavit of Elias Minas

The abovenamed Deponent maketh Oath
and Saith that the abovenamed Defendant Stands
Justly and Truly Indebted unto him this Deponent
in the full and Just Sum of Nine Hundred and forty
two Pagodas Arising upon a Bond or Obligation under
the Hand and Seal of the said Marthinus Aurathorn
bearing date the Second day of January in the yeare
One thousand Seven Hundred and Eighty three

Sworn to before
me this 24th October 1783

Madras 24th Octr John Gulbar has Sworn before me
that the above is true Translation from
the Original in the Arminian Language

Wm Webb
Mayor

John G[illegible]ar

Filed 2d Decr 1783

In the Honble the
Mayor's Court

Between Elias Minas Complaint
and Marthinus Aurathorn Defendant

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

The above named Deponent maketh Oath
and saith that he did Personally on the fourth of November
Serve the above named Defendant with a Rule
issuing out of this Honble Court wherein and whereby
it was Ordered and Directed Day is given The De-
fendant till the 4th November next to Answer the
Complainants Bill Town Hall 28th October 1783
This Deponent further Saith that he did on the Tenth
of November personally Serve another Rule Issuing
out of this Honble Court on the above named Defendant
wherein and whereby it was Ordered and Directed
Day

"Day is given the Defendant till the 11th Instant
"to answer the Complainants Bill Town Hall
"4th Novr 1783." This Deponent further Saith that
he did on the fourteenth of November Personally
Serve another Rule Issuingout of this Honble Court
on the abovenamed Defendant wherein and whereby
it was Ordered and Directed" Further Day is given
the Defendant till the 25th Instant to answer the
Complainants Bill indefault of which Judgment
will be given for the Complainant Town Hall
11th November 1783" This Deponent further Saith
that he did on the Twenty Ninth of November
personally Serve with another Rule issuingout of
this Honble Court on the abovenamed Defendant
wherein and whereby it was ordered and Directed
"Further Day is given the Defendant till the 2d
"December next to answer the Complainants Bill
"indefault of which Judgment will be given for the
"Complainant Town Hall 25th November 1783."

Sworn to in Court
this 2d December 1783.

James Taylor
Regr

Thomas Jones

95

Mayor's Court at Madraspatnam } { Tuesday the 2 day of December Anno Domini 1783

Present

William Webb Esquire Mayor
Edward Garrow and Earnest William
Fallofield Alldermen

Between Elias Minas
of Madras Merchant Complai-
nant & Marthirus Aurathoon
of the same place Merchant
Defendant

It Appearing by the Records of
this Court that the usual Rules have issued for the Defendant to
answer the Complainants Bill which he has neglected doing. This Court doth
therefore think fit to Order and Decree and doth accordingly Order and
Decree that the Defendant shall pay unto the Complainant the full
and Just Sum of Nine Hundred and forty two Pagodas (Star Pago-
das 942 ... together with so [illegible] Interest as now is or shall hereafter
become due thereon untill full Payment is made also all Costs of this
Suit

[illegible]

Filed 6th Decr 1782

To the Worble the Mayors
Court at Madrasspatnam

Humbly Complaining Sheweth unto this Worble Court your Orator Comaspen and Nagapah of Vepery Owners and Masters for the Breeding and Supplying of Carts and Bullocks that were employed in the Service of the Worble the United English East India Company under the Rules and Regulations and under certain Terms and Conditions made and mention'd by Lieutenant Alexander Morison the Paymaster, Agent, and Contractor for providing the said the Company with Carts, Bullocks, &c.a That your Orator Sheweth sometime in the Month of November in the year One thousand Seven Hundred and Eighty, an Application was made unto your Orator by Ponnapillay, Rogonnadiah, and Swamy Pillah of Madras Inhabitants, Dubashes and Conveyers to George Ramsay of Fortsaint George Merchant and Agent for and Attorney to the said Alexander Morison the Contractor or Agent to the Troops belonging to the United Company at Calcutta in the Kingdom of Bengall, and were employed in Conjunct service with the Troops under the Command of Lieutenant Colonel Baillie, to Supply the Agent and Contractor the said Alexander Morison with Sixty three Carts and Bullocks for the Use of the said Bengall Detach- ment by the said Ponnapillay Rogonnadiah, and Swamy Pillah did for themselves their said Contractor, to furnish immediately the Contractor with that Supply for the said Bengall Detachment to Engage & did with your Orator on certain Terms for eatch Stipulated Sum of money, the aforementioned number of Carts & Bullocks with their Drivers, they the said Ponnapillay Rogonnadiah and Swamy Pillah promising your Orator every Assistance in

the Nature of the Employment required, and that on your Orators Undertaking to Supply the said Agent or Contractor with such number of Carts and Bullocks they the said Ponnapillay Rogonnadiah, and Swamy Pillah, did for and on Account of the said Alexander Morison, Promise and Undertake to pay Monthly the Sum of Seven Pagodas and Twenty One fanams for every of the said Carts Bullocks and Driver, and upon this Promise and Undertaking your Orator Shew, that from the first day of December in the year One thousand Seven Hundred and Eighty to the first day of December One thousand Seven Hundred and Eighty one your Orator supplied the said Contractor or Agent with the Number of Bullocks, Carts and Drivers as your Orator Contracted to provide, the whole Amount whereof is four thousand Seven Hundred and fifty Seven Pagodas and Twenty One fanams Agreable to the rate at which your Orator Engaged for with the said Ponnapillay, Rogonnadiah, and Swamy Pillah as for full payment of which your Orator Shew they have Received from the said Alexander thereon the Sum of three thousand two Hundred and Ninety four Pagodas Eight fanams, and forty Cash, and that there remains due to your Orator the Sum of two thousand four Hundred and Seventy Six Pagodas, Twelve fanams and forty Cash, Exclusive of the Amount of Hire or making Shillings for every Eighty four Bullocks and upwards as will more fully appear by a Copy of the Account hereunto annexed for the inspection of this Worble Court to which your Orator prays the same may be Referred and thereof if this your Orator Bill may be taken as

for

of Complaint, your Orators further Shew, that during the time they
continued in this Employ they were Considerable Sufferers by
Casualties from the depredations of the Enemy, and from the accidents
incident to the several Engagements between the Forces of the
Honble English East India Company, and those of and under the
Command of Hyder Ally Cawn, then in the Field and on those
your Orators further Shew that Notwithstanding their constant
attendance upon the Army in the Field and on their several
Marches and Counter Marches, in the carrying of this on to
the several Places they met with, having had upwards of Forty
Carts and Bullocks in the several Skirmishes and Engagements
Yet your Orators Shew, they could never get regularly paid
pursuant to their Agreement, Although your Orators were Kept
to keep up to the Strict Sense of their Contract, your Orators
Shew, that Notwithstanding these Losses they were subjected to
depredation of the said Pinnapolley Rapomaiah, and Seavey
Pettah, by taking to themselves three fanams out of every Pyde
that was paid to your Orators, which in fact reduced your Orators
Contract to three Pyder per Bullock Cart and Driver, and
yet your Orators Shew, that not Content with this Demand
they the said Pinnapolley Rapomaiah did Seavey Pettah
Still further to charge your Orators with upwards of
three Hundred and Twelve Pyder Twelve fanams and fifty
Cash as Charges of their Chief to attend for and on account
of this Contract although your Orators upon a Strict Enquiry
find, that there no such Charges, and only made the
same to swell your Orators account to a great Account to be
with the said Alexander Morison, a Free Copy of which
Charges is to the Record Annexed your
Orators

Orators further Shew, that this said Account of Disbursements
are totally false, and which Disbursements if really made are
entirely without any Order or Direction of your Orators and of
Course your Orators cannot Admit of them, neither ought the said
Alexander Morison to be Allowed them in Opposition to your Orators
Demand, your Orators further Shew, that notwithstanding the
said Alexander Morison stood indebted unto your Orators in the
aforementioned Ballance of One Thousand four Hundred and
Sixty two Pagodas Twelve fanams and forty Cash for your
Orators Carts Bullocks and Drivers, more than what the same
by the said Alexander Morison, to the great injury and
detriment of your Orators, your Orators further Shew, that they
not being able to get their Accounts settled, they your Orators
did by Petition in Writing, dutifully unto Lieutenant General
Sir Eyre Coote the Commander in Chief, for to find their
Arrears, upon whose Representation the said Commander in
Chief, did Order and direct the said Alexander Morison as
the then Paymaster of the Detachment to settle
your Orators Accounts and pay the Balance, whereupon
your Orators Shew the said Alexander Morison did settle
or cause to be settled the Account as aforesaid in the Record
Current Hereunto annexed and making out such Account
being Signed by the said Alexander Morison did give unto your
Orators a Note or Draft for four Hundred Pagodas on his
Attorney or Agent the aforementioned Henry Ramsay
payable on Demand a Copy of which Note or Draft is
as follows -

Camp at the Mount Nov. 30. 1782

On Demand please to pay to Cumroodeen
Nagapeck

" Majesty's Order the Sum of five Hundred Star Pagodas
on Acct of Cash Then Displace to Acct of
To Geo: Ramsay Esq.r "Sir, your most Obt Servt
" Madras " Alex.r Morison
" Agent in the field
and for the Remainder your Orators Claim to the said Alexander
Morison promised to pay in five or Nine Days as the Army was
at that time just Setting out on a March from Saint Thomés
Mount, your Orators further Shew, that they presented the said
Draft or Bill to the aforementioned George Ramsay who first
promised to pay the same, and some time afterwards refused so
to, and therefore the said Draft or Bill remains in your Orators
possession to this day undischarged, of which Circumstance your
Orators Acquainted the said Alexander Morison, and desired
Him to pay your Orators with Recourse &c.a Since which your Orators
Have frequently and in an amicable manner Applied unto
the said Alexander Morison for payment of the said Sum of
One thousand four Hundred and Sixty two Pagodas, Twelve
fanams and forty Cash—
But now so it is and may it please
Your Honours the said Alexander Morison Most unjustly &
wilfully refuses to pay your Orators or any manner of Satisfaction for
the Premises pretending that your Orators have not any Bill in their
custody or Power and Effect as the said Alexander otherwise
will not inform your Orators which your Orators Charge is contrary
to the Regulations Honble Council which is in Matters like Unto
which of which your Orators are ready to prove as they Humbly
Conceive of the said Alexander Morison and Complaint by their
Agency. your Orators further Charge that they are entirely
ignorant of any Order, Conference or false Charge in the Premises
if any your Orators pray that the same may be Set forth and that
it in such further manner as Justice To the End therefore

that the said Alexander Morison may upon his Corporal Oath
full true Direct and perfect Answer make to all and Singular the
Matters and Things herein before Set forth and Alledged as fully truly
and Effectually to all Intents and purposes as if the same were here
again repeated and particularly Interrogated and that he may
be Decreed to pay unto your Orators the aforesaid Sum of One
Thousand four Hundred and Sixty two Pagodas Twelve fanams
and forty Cash together with all such Interest as now is or shall
hereafter become due thereon also all Costs of this Suit
May it please this Honble Court to Cause
the said Alexander Morison to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madras aforesaid and the District
thereof personally to be and Appear before this Honble Court at
a Certain time and place to be by this Honble Court prefixed and
appointed then and there to Answer the your Orators Bill of
Complaint and further to Stand to and abide by such Order and
Decree therein as to this Honble Court shall seem meet

Rt Brandey
Solr Complt

Dr. Lieut. Alexander Morison As Agent in the ——— and Nagapatn Mastrys for the Pro

1780 Decr	To Charges and Disbursements for Cash, Bullocks & Drivers as Settled by your Concepty Pagoda dish for the Month of December	282	21	
1781 Jany	To Ditto for the Month of January	412	20	40
	To Ditto for the Month of February	365	21	
	To Ditto for the Month of March	391		
	To Ditto for the Month of April	245		
	To Ditto for the Month of May	303	21	40
	To Ditto for the Month of June & July	652	21	
	To Ditto for the Month of August September October and November is four Months	1859	21	
	To Ditto for the Months of Full 15 Days December	62	10	40
	Supplied us by Nagadaven, Vakeel by your Concepty	1124	21	40
	To Ditto for the Month of January	146		
	To Ditto for the Month of February	82	21	
	To Ditto for the Month of March	60		
	To Ditto for the Month of April	87	21	
	To Ditto for the Month of May June & July	112	21	
	To Ditto for the Month of August September October and November is 4 Months	253		
	To Ditto for the Month of December	21	10	40
	To Ditto Do Vakeel by for 12 Months	45		
	Pagodas	632	21	40
		4757	21	

Field for Bengall Troops in Account Current with Covenger for viding of Bullocks, Carts & Drivers ———

1780 Decr & Jany	By Cash Received of your Concepty Pagoda dish by your Orders	554	8	40
Febry	By Ditto Ditto Ditto	93	2	
March	By Ditto Ditto Ditto	38	22	
April	By Ditto Ditto Ditto	67	21	
May	By Ditto Ditto Ditto	250	20	
June & July	By Ditto Ditto June & July	94		
	By Ditto Ditto August September October, November & December is 5 Months	919	20	
		2731	27	40
Jany	By Cash Received of your Concepty Pagoda dish in part of our Disbursements to Vengadasen for Carts &c	61	29	
Febry	By Ditto Ditto	37		
March	By Ditto Ditto	4	37	
April	By Ditto Ditto	38	22	
May	By Ditto Ditto	12	37	40
June & July	By Ditto Ditto August September	77	7	
	By Ditto Ditto October, November & December is 5 Months	327	6	40
	By Custom Vakeel Do your Concepty	336	16	40
	By Ballance due to us as per account rendered with you in part of which a Bond for 1000 Pagodas of Mr. George Stacey your Hon'ble Employer	3295	5	40
	Pagodas	1462	12	40
		4757	21	

31st December 1781
Excepted
E

1 Bullock Driver
2 Bullocks Driver

Transcribed

An Accot. Said be delivered by Lt. Alexr. Morrison Conicoply

Brought over from other Side ... Pagd. 1462. 12. 40

1780 Decemr.	False Account wrote by Conicoply in the Month of December Wages	12. 24. 40	
1781 Febry.	False Account Wages been paid	15. " "	
Decemr.	Ditto ... Ditto ... Ditto	16. " "	
	Ditto ... Ditto for 23 Bullocks pd.	40. 11. "	83. 35. 40
	Ditto ... paid Gopaul Reddy	10. " "	
	Ditto paid Black Smith	6. " "	
	Ditto paid for 9 Gunny Bags	1. 6. "	
	Ditto paid Ragoonadiaho Accot.	1. 3. "	
	Ditto paid for Rice at Caddalore	10. " "	
	Ditto paid Teagapah Moodelly	20. 21. "	49. 15. "
	Custom paid mistaken	113. 11. 40	
	Charges different times mistaken	65. 34. 40	179. 4. "
		Pagods.	312. 12. 40

NB. These Accounts we shall settle with the Conicoply

Ballance Pagd. 1150. " "

Attest Copy Chas. Bromley
Atty. Compt.

Filed 3d January 1783

In the Honble the Mayors Court at Madraspatnam

Between Comrapen and Nagapah of Madras Inhabitants Complainants and Alexander Morison of the same place Inhabitant Defendant

The Affidavit of Comrapen and Nagapah

The Abovenamed Deponents make Oath and Say that the abovenamed Defendant Stands Justly and truly indebted unto them these Deponents the full and Just Sum of One thousand four hundred and Sixty two Pagodas Twelve fanams and forty Cash being the Ballance of an Account Current bearing date the thirty first Day of December One thousand Seven Hundred and Eighty one

Sworn to before me
this 3d January 1783
Wm. Webb
Mayor

Filed 11th Febry 1783

The Answer of Alexander Morison Lieutenant in the Service of the Honble the United Company of Merchants of England Trading to the East Indies, Belonging to the Establishment or Presidency of Bengal and at present of Fort Saint George Defendant to the Bill of Complaint of Comrapen and Nagapah of Madras Inhabitants Complainants

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception that may be had or taken to the many Errors, Uncertainties and manifest Insufficiencies and Imperfections in the Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is Advised is material or necessary for him to make Answer unto

unto the does Answer and Say, that he this Defendant positively denies standing indebted unto the said Complainants or either of them in the Sum of One Thousand four hundred and Sixty Two Pagodas Twelve fanams and Forty Cash as in the said Bill of Complaint and the Account Current thereunto annexed is untruly stated and setforth and this Defendant further Saith that he never having made or entered into any Agreement or Contract of any kind or nature whatsoever with the said Complainants or either of them whereon or whereby any Account could arise or any Debt accrue between this Defendant and the said Complainants or either of them this Defendant further Saith that as Agent in the field for the Detachment belonging to the Establishment or Presidency of Bengal this Defendant, or persons employed and authorized by this Defendant did agree with certain Bullock merchants to furnish the Defendant with a certain number of Bullocks and Carts at Stipulated prices for the purpose of Carrying provisions for the said Bengal Detachment which were to be mustered by the Defendant for the Constant Supply of the number of Bullocks agreed for and to whom this Defendant promised and undertook to be Responsible for the payment of the same Stipulated prices and Agreed upon between this Defendant and the said Bullock merchants but this Defendant Saith that he has not by the Defendants Command with the said merchants for the Defendants Account Current stated the said Account Current between the Defendant and the said merchants as in the said Account Current is stated and charged against the Defendant and denies that any Sum or Sums of money are due and owing by this Defendant to the said merchants or either of them on the Balance of the said Account Current as stated and charged by the said merchants in the said Account Current and this Defendant denies that the Sum or Sums of money charged in the said Account Current against this Defendant are just and reasonable or such as this Defendant is liable to pay and this Defendant is ready and willing to Account with the said merchants for the Sum or Sums of money which he has received on their Account and to pay the Balance which shall appear due from him to them on the Settlement of such Account and this Defendant is advised that he cannot be compelled to Account with the said merchants touching the Sum or Sums of money charged in the said Account Current in this Honorable Court as the said merchants have a Complete and adequate Remedy against this Defendant at Law for the Sum or Sums of money charged in the said Account Current if they are justly due and owing from this Defendant

Dr. Account Current of Bullocks Machines from

				£	s	d
Janry	To Cash Advanced at Orwand by Mr Ramsay					3.035.2.8
Feby	1st To Ditto	By Mr Morrison	200	.	.	
	7 To Ditto	Ditto	170	16	.	
	To Ditto	Ditto	4	.	.	
	14 To Ditto	Ditto	10	.	.	
	15 To Ditto	Ditto	100	.	.	
	To Ditto	Ditto	700	.	.	
	22 To Ditto 42 New Bullocks Comingotty		252	.	.	
	@ 6 Rupees per each					
	To Rice Delivered	M. 226½				
	To Ditto	M. 96				
	To Ditto	M 102½				
	To Ditto	M 189½ 60 Candies	567	11	.	
	28 To Ditto	M 277½ 37 Candies	2.14.20	1663	.	11
	To Cash Ditto			1000	.	.
March	4th To Cash advanced					
	To Rice Delivered	M 400				
	22 To Ditto	M 600				
	27th To Ditto	M 600 Candies	300	.	.	1440
				1000	.	.
April	6th To Cash advanced			334	6	.
	To Ditto			72	4	.
	To Ditto					
	3 To Rice Delivered	M 300				
	22 To Ditto	M 600				
	30 To Ditto	M 600 [illegible]		412	.	
	24th To Cash from D. M. [illegible]			57	16	.
	To Ditto Ditto	20 Rupees		20	.	.
	To Rice Delivered					
	To Ditto	[illegible]		249	32	2405 7
		Carried over Rupees		8499	0	8

November to July 1781

Nov	By Bullock Carpts hire pay for Nov		213	25	70	
Decr	By Ditto Ditto for Decr		1307	27	55	
Jany	By Ditto Ditto for Jany		2538	15	70	
Feby	By Ditto Ditto for Feby		2278	36	8	
March	By Ditto Ditto for March		2037	55	8	
April	By Ditto Ditto for April		2782	50	8	
May	By Ditto Ditto for May		2538	00	24	
June	By Ditto Ditto for June		2224	12	40	
July	By Ditto Ditto for July		2290	21	72	
						21000 29 35

Carried over Rupees 21000 29 35

Brought over Page ... 13194 3 16

May 13 To Cash advanced ... 1516 3 70
" 30 " Ditto ... 147 " "
" " " Ditto Different Kinds of Oil ... 147 19 44
June 1 To Ditto ... 102 " "
" 4 " Ditto ... 846 " "
" 5 " Ditto ...
" 7 " Ditto Returned — M. 200
" 12 " Ditto — M. 216 11/16
" 14 " Ditto — M. 216 11/16
" 18 " Ditto — M. 216 11/16
" 23 " Ditto — M. 216 11/16
" 26 " Ditto — M. 216 11/16
" 27 " Ditto — M. 108 7/16 1175 @ 2 Wells & Co 293 31 40
" 27 " Ditto — M 136 @ 10 Ditto 12 26 16
" 27 " Barrels Ditto — M — 136 @ 10 Ditto 160 " "
" 15 " 267 To Stone Gram Ditto — M — 400 @ 2½ Ditto 24 35 16
" 24 To Condo Lin Gram Ditto — M — 62 @ 2½ Ditto 4 " "
" " To Senegalo Gram Ditto — M — 10 @ 24 Ditto 80 " "
" " To Worldwide Gram Ditto — M — 200 @ 2½ Ditto 9102 81
June 25 To Cash advanced ... 747 " "
" " To Ditto ... 65 " "
" 30 To Ditto Returned — M. 216 11/16
July 4 To Ditto — M. 216 11/16
" 10 To Ditto — M. 216 11/16
" 14 To Ditto — M. 216 11/16
" 16 To Ditto — M. 60
" 24 To Ditto — M. 300
" 26 To Ditto — M. 1296 12 20 16 @ 2 = B. 307 05
" 22 To Barrels Ditto — M — 400 @ 10 Ditto 40 " 1351 05
" 11 To Cash advanced ... 450 " "
" 11 To Ditto ... 210 " "
" 15 To Ditto ... 57 12 60
" 16 To Returned — M 216 11/16
" 17 To Ditto — M 216 11/16
" 20 To Ditto — M 216 11/16
" 23 To Ditto — M 216 11/16
" 24 To Ditto — M 216 11/16
" 27 To Ditto — M 216 11/16
" 28 To Ditto — M 216 11/16
" 30 To Ditto — M 216 11/16 1296 12 20 16 @ 2 = B. 256 11 " "
" 31 To Barrels Ditto — M — 650 @ 10 Ditto 65 " "
" 31 To Stone Gram Ditto — M — 1925 @ 2½ Ditto 50 " "
" " To from Augusta Ga 2 mos on 1925 lbs @ 2½ Ditto 120 " "

Balance Due Progress

Brought over — Progress — 21805 39 55

Progress — 21805 39 55

Dr. Bullock Masters in Account with

1781				
August	31	To Cash £ paid you this Month per Account particulars	677	4
Sept	30	To Cash £ paid you this Do. per Do.	1878	23
Octo	31	To Cash £ Do. this Do. per Do.	1136	19
Nov	30	To Cash £ Do. this Do. per Do.	1782	18
Dec	31	To Cash £ Do. this Do. per Do.	1984	24
1782				
Jany	31	To Cash £ Do. this Do. per Do.	250	04
Feby	28	To Cash £ Do. this Do. per Do.	1636	04
March	31	To Cash £ Do. this Do. per Do.	1690	24
April	30	To Cash £ Do. this Do. per Do.	3263	33
May	31	To Cash £ Do. this Do. per Do.	762	13
June	30	To Cash £ Do. this Do. per Do.	4011	20
July	31	To Cash £ Do. this Do. per Do.	808	09
August	31	To Cash £ Do. this Do. per Do.	2547	5
Sept	30	To Cash £ Do. this Do. per Do.	2581	09
Octo	31	To Cash £ Do. this Do. per Do.	282	16
Nov	30	To Cash £ Do. this Do. per Do.	611	17
			2558	18
			30479	9

Errors Excepted

J Dyson

Alexander Morrison Cr.

1781					
August	31	By Account of Stock & Cash this Month per Ad	2490	12	10
Sept	30	By Account of Do. for Do.	2159	35	16
Octo	31	By Do. of Do. for Do.	2228	82	0
Nov	30	By Do. of Do. for Do.	2137	21	16
Dec	31	By Do. of Do. for Do.	1721	20	160
1782					
Jany	31	By Do. of Do. for Do.	1649	21	64
Feby	28	By Do. of Do. for Do.	1759	14	0
March	31	By Do. of Do. for Do.	1882	13	16
April	30	By Do. of Do. for Do.	2077	21	32
May	31	By Do. of Do. for Do.	1978	10	48
June	30	By Do. of Do. for Do.	1711	28	48
July	31	By Do. of Do. for Do.	2056	35	160
August	31	By Do. of Do. for Do.	1942	39	8
Sept	30	By Do. of Do. for Do.	1968	6	16
Octo	31	By Do. of Do. for Do.	1745	37	64
Nov	30	By Do. of Do. for Do.	746	29	0
			30479	6	0

Errors Excepted

Alex Morrison
Attorney
Duly for Dyson

Filed 25th June 1730

The Replication of Comrapien and Nagapah of Madras Owners and Maistry for the providing and Supplying of a Certain Number of Carts and Bullocks to be Employed in the Service of the Honble the United English East India Company under a Certain Contract made and Entered into with Lieutenant Alexander Morrison to the Answer of the said Lieutenant Alexander Morrison the Contractor or Agent for providing the said Honble Company with Carts and Bullocks &c.

The said Replicants now and at all times hereafter saving and reserving unto themselves all and all manner of benefit and advantage of Exception to the many Insufficiencies Uncertainties Errors Incertainties & Insufficiencies in the said Answer Contained for Replication thereunto say that they will aver and maintain their said Bill of Complaint to be true, certain and sufficient in the law therein Contained and that all and singular the Matters and things therein Contained are 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 is very Untrue, Uncertain and Insufficient in the law, and for further Replication to the said Replicants say, that the said Defendant Alexander Morrison the Contractor or Agent for providing the said Honble Company with Carts and Bullocks &c.

The said Replicants now and at all times hereafter saving and reserving unto themselves all and all manner of benefit and advantage of Exception to the many Uncertainties Errors Incertainties & Insufficiencies in the said Answer Contained for Replication thereunto say that they will aver and maintain their said Bill of Complaint to be true, certain and sufficient in the law therein Contained and that all and singular the Matters and things therein Contained are 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 is very Untrue, Uncertain and Insufficient in the law, and for further Replication to the said Replicants say, that the said Defendant Alexander Morrison the Contractor or Agent for providing the said Honble Company with Carts and Bullocks &c.

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of the Account without any Exception or Traverse or any Reference had to any other Person or persons Accounts whatsoever as the said Replicants have not or ever had any Connection or partnership with any other person or Persons whatsoever in his their said Contract with the said Alexander Morrison the Defendant, they the said Replicants standing by themselves unconnected with any Person or their their said Contract and of their Opinion was the said Defendant and their is Evident from the Accounts delivered in by the Replicants unto the said Alexander Morrison and of his giving Draft or Bill on his Attorney Mr George Ramsay for four Hundred Star Pagodas payable to the Replicants, Wch the Replicants say as they are Advised is sufficiently binding on the Defendant to pay the Amount of the Replicants Ballance of their Accounts, which Accounts so Delivered unto the Defendant, have never been Controverted or disputed, unto this the Day of filing their Replication are the same in any Wise Litigated but only the Answer Asserts "That the Defendant did Enter into "an Agreement and Contract with some Chetties Merchts for "the providing of Carts and Bullocks and that he was Accountable "to them and them only, and that they the Defendants must pay "the Replicants what may be justly due to them, To which Replicants say leave to Answer, that they entered into Contract with any Merchts for the Providing of the Required Carts and Bullocks for their the said Replicants Contract was Entered into with the Defendant through the means of the two Servants of the Honble Company Named by them, that all Orders and Accounts Received from & by the Replicants & the said Servants were always Delivered by them Wch Accounts by them made up, and as the same are Set forth in the Account Annexed to the Bill of Complaint, and unalterd, no mention is made of any other Accounts than the Replicants being Agent or Accomp or that their Account had any Connection with any other Contract

for

for Carts and Bullocks made with the said Defendant the said Replicants further say, and beg leave to set forth some particulars relative to their Engagements with the said Defendant and submit the same to the Consideration of this Honble Court, whether any other Person or persons could have any Concern with them in the said Contract for the Providing of the Defendant with Carts and Bullocks that the Servants belonging to the said Defendant under the direction of the aforementioned George Ramsay who was the Agent or Attorney of the said Defendant, did apply unto them said Replicants for the Providing of the Defendant with a Number of Carts Bullocks and Drivers, for the Use of the Bengall Detachment of Horse and now Employed on Service in the Carnatick, the said Replicants promised to Supply the quantity of the said Bullocks Carts and Drivers on Certain Terms, and in Consideration of same being Returned to the Replicants in Consequence thereof, the said Replicants say they were carried by the said Corps to the Defendant, who after they did Enter into an Agreement with the Replicants and Ordered a certain Sum of money to be Advanced the Replicants, which was accordingly done. The said Replicants further say, that they did Engage to Victual the Bullocks, Carts & Drivers Employed for one Half the time, or months or Monthly and as Employed for one Half the time, or months or Monthly and as Currently to attend the Cattle employed and they were to Supply the Bullocks from the 1st day of December in the year 1781, on which day the Defendant took the Bullocks Carts & Drivers with the Bullocks and Carts Supplied by the said Replicants, upon the Victualling and Currently were Discharged, upon the said Replicants applying for the Defendant to settle their Accounts & the Expence of the Defendant to settle their Accounts of the said Carts Bullocks and Drivers which Expences the said Replicants were to be repaid the Amount thereof by the Defendant at the time

time giving an Order on the aforementioned George Ramsay to pay the Replicants the Sum of Four hundred Star Pagodas and the same was paid by the said George Ramsay to them Replicants for and on Account of the said Defendant and took the Replicants Receipt for the same. The said Replicants further say, that soon after the Corps returned home they pressed the Defendant to settle their Accounts of Carts & Bullocks &c. who promised that the same should be done, but as the Defendant Evaded so to do, notwithstanding this Promise the Replicants did prefer a Petition to Lieut General Sir Eyre Coote, for to Compell the Defendant to settle the Accounts, who on immediately send to George Ramsay the Agent for the Defendant to Settle their Accounts, whereupon the said Replicants and the said George Ramsays Partners, Memorialists were Ordered to Attend on the Defendant and Settle the Accounts The said Replicants further Say, that the Defendant ordered Ingoondals Sircars Consistently to Settle the Accounts The said Replicants further say, that the aforesaid Consistently and the Consistency of these Replicants inspected their general Accounts, and after the same were Stated and Settled and Balanced with the Original Vouchers, they were Returned to the Defendant for the inspection, who after perusing the same, gave the Replicants the aforementioned Bill for five hundred Pagodas on the aforesaid George Ramsay payable to the Replicants and the Defendant Ordered Cash for the same, and promised to pay the Balance of the Accounts as soon as the Army had arrived at Madras Conformable to Arrangement by giving a Bill on the said George Ramsay at Bengal, this promise did Evade to pay the Balance of the Accounts by saying many Cattle and say that the Replicants should first apply to the Lieut General Sir Eyre Coote for Cash & Bullocks Servants of the said Defendant the said Replicants further

the Draft or Draft to the said George Ramsay who promised to discharge the same in three days at farthest, that at the Expiration of the time they Applied for payment the said George Ramsay told the said Replicants they must Apply to Sir Eyre Coote, being then just off from home to Ayre, and the Defendant evading payment pursuant to his promise and Undertaking, the Replicants were at a loss for some time, what they were to do, but Considering of the Engagement to and with the Defendant, they demanded him Repeatedly for the amount of their Ballance, more particularly as he had so frequently promised and Undertook to pay the Replicants, the said Replicants further say in Reply to what the Defendant Objects in his Answer, that no Error made or Debted in any Agreement or Contract of any Kind or Nature whatsoever with the Replicants that if this Honble Court finally the Case, how ever the Defendant to have given the Sum of Four Hundred Rupees and a Draft for another Sum of five Hundred Rupees the said Replicants further say that the Defendant himself acknowledges Matters Agreed in the Roll for the Defendant belonging to the Establishment the time of Entering of the Defendant as Servants employed Mistresses of Horses and Oxen with certain Bullock Marches to find the same when Mistress of the Bullocks and Carts respectively for the Hire thereof, the Defendant Says he promised to pay the Replicants for the payment, the Defendant Replicants further say that this Honble Court will be pleased to Consider of the Proposal of many Different and written Contracts and Agreements with certain persons for the providing of Bullocks Carts and the having Received and Made taking to pay the Hire as formerly Established, it will be necessary to see how far the Replicants

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Replicants as being a part of those people, came under this Description and how far they are bound by the Act and Deed of the several persons who Engaged to and with the said Defendant to Supply them with Bullocks and Carts, for as the Defendant has asserted in his Answer, that he has kept an Account Current with the Mistresses, to that he has kept an Account Current with the Mistresses, to which they are Strangers, and Alone, to the Defendant says, he is and was responsible, in Reply thereto the said Replicants say, that they have no Connection with any Mistress or other persons in the Supplying of the Defendant with Carts, Bullocks and Drivers, nor are they acquainted or informed with the particular Terms and Conditions which the Defendant was Supplied with Bullocks, and Carts, by the said other Mistress, they the Replicants being Seperate and apart and acted totally for themselves, of which last Circumstance the Defendant was well informed, for otherwise he would not have given the Draft for five Hundred Rupees on Mr George Ramsay aforesaid payable to the said Replicants, the said Replicants further say to the Defendants Assertion in his Answer, that there were Accounts Kept Current between the said Replicants and the said Mistress, and that they should be Responsible to pay five hundred Rupees for Carts they sent after the same had been Returned, the said Replicants say that the Defendant was in possession Returns of the Carts that belonged to the Defendant to demand for the Draft aforesaid for the said Rupees and that the Defendant by the Roll of the Colony in the Monthly Account of the said Carriages of the Defendant to [illegible] Carts, the said Replicants from of arrangement with the [illegible] will or other of the said Replicants Easily Shall Shew to the Court by undeniable Evidence, make it appear, that his Answer and to this Bill of Complaint, is Evasive, and Insufficient and the said

with any other People that have entred into Contracts to Deal with the said Defendant they the Repliants Contracting for themselves

All which matters and things these Repliants are Ready and Willing to Aver maintain and prove as this Honble Court shall Direct and most humbly pray as in and by their said Bill of Complaint they have Already Prayed

Chrz Bromley
Atty Repltt

Filed 21st April 1723

The Rejoinder of Abell Morrison Defendt in the Service of the Honble the United Company of Merchants of England trading to the East Indies belonging to the Establishment in Bombay & at present of Fort Saint George Defendt to the Replication of Complainants Nayoph of Madraß Sashakiah Complainant

This Defendant now and at all Times hereafter saving to himself and all manner of benefit and Advantage of Exception to the many Errors Uncertainties and Insufficiencies in the said Replication Contained for Rejoinder thereunto or unto such parts thereof as this Defendt is advised is Necessary for him to Rejoin unto He this Defendt doth Rejoin and Answer and saith that he doth not know the matters and things in the said Replication Contained are true Certain and Sufficient in the Law for this Defendt to make Answer unto and this Defendt is ready to Aver and Prove the same as Honble Court shall Direct and humbly prays as he hath already prayed and that the said Replication of the said Complainant is

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is very Uncertain Evasive and insufficient this Defendant doth absolutely deny that he doth stand justly and truely indebted unto the said Complainants or either of them in the Sum of One Thousand Four Hundred and Sixty Two Pagodas Twelve Fanams and forty Cash as is most unjustly charged by the said Complainants in their said Application and in their Bill of Complaint or in any other manner Sums of Money whatsoever this Defendant doth insisting that he this Defendant never entred into or made any Contract Agreement or Engagement of any Kind or nature whatsoever with the said Complainants or either of them whereupon or whereby any Accounts could arise betwixt the said Complainants and this Defendant this Defendant further saith that he positively denies ever having received any Accounts from the said Complainants or either of them relative to the Contract subsisting betwixt this Defendant and certain Butlicks Merchants nor did this Defendant ever give the said Complainants or either of them a Draft upon George Ramsay in consequence of such pretended Accounts or in any way whatsoever undertake or promise to pay to the said Complainants or either of them any Sum or Sums of money or in discharge of such pretended Accounts this Defendant having only given the said Complainants a Draft upon the said George Ramsay at the express Desire and request of the Butlick Merchants Conformable to Agreements made with this Defendant and not this Defendant doth Positively deny that by this Defendant he is indebted from any Cause Matter or Thing whatsoever or in any sum or Sums of money whatsoever can ever be understood to Arise upon this Defendant nor can this Defendant consistent with the Principles of either Law Reason or Equity be compelled to fulfill Engagements entered into this Defendant never

entred

entered into this Defendant further saith, that the Assertions of the Complainants, that their Accounts had never been to the day of their filing their said Replication, controverted, disputed or litigated, is not founded in Truth, as well appear by this Defendant Answer, reference being had thereto, wherein this Defendant positively denies ever having entered into any Agreement or Contract of any kind or Nature whatsoever, wherein or whereby any Accounts could arise or any Debt accrue between this Defendant and the said Complainants or either of them, which absolutely contradicts their, the said Complainants, Assertion and places their frontial and unfair quotation of this Defendants Answer in its proper point of View. This Defendant further saith that he denies ever having made any Promises of discharging any Accounts whatever to the said Complainants or either of them relative to any Contract, Agreement or Engagement for supplying the Bengal Detachment with Bullocks, Carts &c. but this Defendant acknowledges to have promised and undertaken to be responsible to the Merchant with whom this Defendant contracted for the payment of such Sum or Sums of Money as might eventually become due to them or be due by Virtue of such Contract, which promise and undertaking this Defendant saith he has always been ready & willing to satisfy the Persons with whom he, the Defendant contracted on their account, this Defendant never knowingly or wilfully did neglect, upon the Demand of the Merchant, but this Defendant saith there remains but small Sum due on the Contract Persons applied and attended by this Defendant for payment, but that the said demand of the said Complainants is unjust and illegal, And in Regard to any other matter or thing therein set and alledged in the said Replication, to which this Defendant doth not particularly rejoinder, he this Defendant, saith, that the same is very uncertain evasive and insufficient for him to make any other or further Rejoinder thereto—

All which matters and things this Defendant is ready and willing to aver and maintain as this Honble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf sustained—

Thomas Jones
Atty for Defts

Witnesses
Pauparah
Swamy Pullah
Munina Pennaut
Ayah
Bomapathah
Teagaparah
Kagoonah da Syare
Cotundapen

Interrogatories to be Administred to such Witnesses as shall be produced & Sworn and Examined in a Certain Cause depending and at Issue in the Court of the Mayors Court at Madraspatnam—

Second Counsellors and Aldermen of Madras Bench and Magistrates for the Trying and Determining of certain Causes at Law between Inhabitants of the Town of Madras and Subjects of the United Company of Merchants of England trading to the East Indies Complainants and Thomas Jones Defendant concerning the said United Company with Books and Accounts &c. Defendant

On the part & behalf of the Complainants

Interrog 1st Do you know or do you believe the Defendant in the Cause now depending between the Complainants and Defendant in the Court of the Mayor Court of Madraspatnam aforesaid and hearing here you know Him or either and which of them—

Declare—

Pauparah 2d Did you or Did you not, some time in the Month of March

in the year 1780, Supply unto the above said Complainants for to
Swamy Pillah
Pomapillah Contract for the Supplying with Carts, Bullocks, and Drivers the
aforesaid Defendant, if yea, How many Carts, Bullocks and Drivers
did they Contract for, and with whom, and Whether on their the
aforesaid Complainants own Account, or whose Else - Declare
Do you know, or Do you not know; of any and what Sum and Sums
of Money was or were, at any, and what time, Advanced and paid by the
Defendant Alexander Morrison or by his Order unto the aforesaid
Complainants for and on Account of the said Contract the whole that
you know touching or Concerning this Interrogatory Particularly
Set forth to the best of your Knowledge and how you became
Acquainted therewith
3 ..... Do you know or Do you not know, of any Application had
Menna Reynard the said Complainants made to Lieutenant General Sir Eyre
Coliindapore Coote, for to Oblige the aforesaid Defendant to Settle and Adjust
Ayah — the Accounts of the said Contract, and whether such Accounts
were so Settled in Consequence thereof, And Whether the Account
now produced & Shewn to you at this the time of your Examin-
ation of the Same did take, or the one you Settled and Adjusted
between the said Complainants and the aforesaid Defendant, and
whether such the said Settled Account be the Cuttjan Accounts therewith
Shewn & you are not fully and True in every Particular, to the
best of your Knowledge Set forth the said Declare —
4 ..... Look on the Paper Writing now produced and Shewn to you
Ayah & at the time of your Examination purporting to be a Draught
Manna Reynard for a Letter from the aforesaid Defendant
Alexander Morrison to George Ramsay Esquire in favor of
the aforesaid Complainants Do you know or Do you not know
Whether the said Letter contained, did or did not pass the
said Draught to the Complainants in part payment of the
Ballance of the Account therein before mentioned to you at this

this the time of your Examination, And Whether the said
Defendant did or did not at the time of detaining such
Draught, Promise and Undertake to pay the Ballance due upon
unto the aforesaid Complainants, Do you know or Do you not
know, whether the said George Ramsay did or did not Accept
of the Draught, if yea, Did he or Did he not discharge the
same, and for what Reason he so Refused payment, particularly
Set forth and Declare and how you became acquainted therewith
5th Look on the Paper Writing in the Malabar Language with a Copy
Ragonath dah Syen thereto annexed, purporting to be a Certificate from
Tengapah Translate thereto annexed, purporting to be a Certificate from
you in favor of the Complainants, in such Original Writing in
Malabar of your Hand Writing and in the name Mentry —
"Ragonadah Syen," thereto Set and Subscribed of your own proper
Hand Writing, or how otherwise, particularly Set forth and
Declare —

Last ..... Do you know of any other Matter thing, or Fact you have
To all the or can you Set forth, any thing touching the Matter in Question
Witnesses — in this Cause, that may be to the benefit or Advantage of the
Complainants, If yea, Declare the same in your Answer, fully
be informed, or do Set forth, & relate unto the Reasons of such
your Belief as fully as if you had been thereto particularly
Interrogated

(Seal of Secretary)
Of the Complts

Dr { Lieut: Alexander Morrison As Agent in the Indian and Niagara Ministrys for the Year

1780 Decemr	To Charges and Disbursements for Carts, Bullocks & Drivers as Settled by your Conscientiously Regarmedial for the Month of December	232	21	″
1781 Janry	To Ditto for the Month of January	442	21	40
	To Ditto for the Month of February	342	21	″
	To Ditto for the Month of March	332	″	″
	To Ditto for the Month of April	342	″	″
	To Ditto for the Month of May	332	21	40
	To Ditto for the Months of June & July	652	21	″
	To Ditto for the Months of August, September October and November in four Months	1252	21	″
	To Ditto for the Months of 1st to 15th December	82	10	40
		4194	21	40

Supported on by Vouchers, Settled by your Conscientiously —

To Ditto	for the Month of January	46	″ ″
To Ditto	for the Month of February	52	21 ″
To Ditto	for the Month of March	60	″ ″
To Ditto	for the Month of April	37	21 ″
To Ditto	for the Month of May & June & July	112	21 ″
To Ditto	for the Months of August, September October and November in four Months	236	″ ″
To Ditto	for the Month of December	21	10 40
To Ditto	for the Months of 1st to 15th	105	″ ″
		632	31 40
		4757	21 ″

Errors Excepted
Montreal 31st October 1781
Lieut Alexr Morrison
Agent &c &c &c

for Bengall Troops in Account Current With Conveyance ding of Bullocks, Carts & Drivers

1780 Decemr 1 Janry	By Cash Received of your Conscientiously Regarmedial by your Order	557	8	40
Febry	By Ditto Ditto Ditto	178	2	″
March	By Ditto Ditto Ditto	38	32	″
April	By Ditto Ditto Ditto	671	21	″
May	By Ditto Ditto Ditto	80	28	″
June 3 July	By Ditto Ditto June & July	″	″	″
July 3	By Ditto Ditto August September October, November & December in 5 Months	49	89	″
		2731	27	40
Janry	By Cash Received of your Conscientiously Regarmedial in part of your Disbursements & Charges of Carts &c	61	89	″
Febry	By Ditto Ditto Ditto	27	″	″
March	By Ditto Ditto Ditto	4	37	″
April	By Ditto Ditto Ditto	33	22	″
May June 3 July	By Ditto Ditto Ditto	12	37	40
		77	7	″
		227	6	40
		256	16	40
		2731	27	40
	By Cash Received of your Conscientiously in part of the Disbursements of your Department Mr George Forsyth Deputy Commissary General	1462	12	40
		4757	21	″

Errors Excepted
Montreal 31st October 1781
Lieut Alexr Morrison
Agent &c &c &c

In Accounts said be delivered by Lt. Alexr. Morison's Conicoply

Brought Over from other Side ——— Pagd. 1462. 12. 40

1780 Decemr.	False Account wrote by Conicoply in the Month of December Wages	12.	24.	40	
1781 Febry.	False Account Wages been paid	15.	"	"	
Decemr.	Ditto ... Ditto ... Ditto	16.	"	"	
	Ditto ... Ditto for 23 Bullocks pd.	40.	11.	"	83. 35. 40
	Ditto ... paid Gopaul Reddy	10.	"	"	
	Ditto ... paid Black Smith	6.	"	"	
	Ditto ... paid for 9 Gunny Bags	1.	6.	"	
	Ditto ... paid Ragoonadiah Accot.	1.	30.	"	
	Ditto ... paid for Rice at Cuddalore	10.	"	"	
	Ditto ... paid Teagapah moodelly	20.	21.	"	49. 15. "
	Custom paid mistaken	113.	11.	40	
	Charges Different times mistaken	65.	34.	40	179. 4. "
				Pagodas	312. 12. 40
				Ballance Pagodas	1150. " "

NB — These Accounts we shall Settle with the Conicoply

A True Copy of the Accot. as annexed to the Bill of Complt.

Chas. Bromley
Atty. Complt.

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

Soobaroyam
Interpr.

This Cadjan Exhibit was Shewn to Munna Permaul Soolendapen, and Ayah at the respective times of their Examination before me On the Part of the Complainant in a Cause Depending in the Honble the Mayors Court at Madraspatnam wherein Comarapen and Nagapah are Complainants and Alexr Morrison to Defendant on the 1st and 4th Septr Anno Domini 1783 —

Richd Dighton
Examr

Translation

Un till the 31st of December 1781 Mr Ramsay owes to Bangal Armys Bullocks People the sum of 6606 Pagodas 13 fanams and 20 Cash out of which the sum of 1150 Pagodas due to Mount Cart People, Thus Signed

Mastries Ragonandu Iyan

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

Soobaroyam
Sub-Cpt

This Exhibit was shewn to Ragoonadah Iyer & Nagapah at the respective times of their Examination before me On the Part of the Complts in a Cause depending in the Honble the Mayors Court at Madraspatnam wherein Comarapen and Nagapah are Complts & Alexr Morrison is Defendant on the 30th August & 4th September Anno Domini 1783

Richd Dighton
Examr

Mayors Court at
Madraspatnam

Between Connapen and Nagaphah of Madras Powers and Meaning for the Providing and Supplying of certain Carts Bullocks and Drivers that were Employed in the Service of the Honble the United English East India Company Complainants and Alexander Morrison Paymaster Agent and Contractor for Providing the said Honble Company with Carts and Bullocks Defendant

On the Part of the Complainants

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

Munna Leonard of the Mount Coromandel East Indies at Madras Aged 26 Years or there abouts being produced as a Witness in this Cause on the Part of the Complainants upon the 1st Day of September 1780 Sworn said at the Office of Mr Thomas Jones who is Attorney for the Defendant by Interpreting unto Samuel who also Left him a Note of the same Title and Date of this of the said Deponent and afterwards on the same Day being sworn and Examined Deposeth as followeth —

A To the first Interrogatory this Deponent saith that he doth know the Complainants Connapen and Nagaphah in this Cause and that he doth so known them for the Space and that he doth know the Defendant Alexander Morrison in this Cause and he doth so known him for two years and upwards — And more saith to this Interrogatory —

B To the third Interrogatory this Deponent saith that he was present when the Complainants Petitioned Sir Edward Hughes to oblige the Defendant to settle and adjust the Accounts of this said Contract and the Defendant was ordered to settle and adjust such Accounts and said accounts were settled and adjusted in Consequence at that time and this Deponent saith on shewing unto the Cadjen Exhibited at this the time of his Examination that the said is the Account so settled and adjusted at said time and that the said Account is just and true in every Particular and more saith to this Interrogatory —

A To the fourth Interrogatory this Deponent saith, on producing and shewing to him at this the time of his Examination the Paper Writing purporting a Draft for five hundred Pagodas drawn by the above said Defendant on George Ramsay Esq. in favor of the said Complainant in the Title of these Interrogatories named that he doth not understand English but that to his knowledge he Defendant in the Title of these Interrogatories named did give the Complainants a Draft and this Deponent believes the said Paper Writing to be said Draft and this Deponent saw the Defendant give the said Complainants the said Draft in part Payment of the Balance of said Account before pointed to this Deponent by the Complainants in the Title of these Interrogatories named and the said Defendant in the Title of these Interrogatories named and this Deponent saw the Defendant procure from the Ramsay a Payment of said Draft from the said George Ramsay and this Deponent saw the Complainants Balance were after the said Draft from the said George Ramsay was Received Payment of said Draft from the said George Ramsay and this Deponent saw the Complainants Receive of the Defendant their Part in Payment of said Draft and this Deponent saw the said George Ramsay refuse the Part in Payment upon which the said Complainants applied to the Defendant to procure from the said George Ramsay and this Deponent saw the Defendant procure from the said George Ramsay and this Deponent saw the said Complainants receive after from the said George Ramsay the Remainder of the said Draft and more saith to this Interrogatory —

Sworn before me this 1st Day of September 1780

Rich. Dighton
Examr

Mayors Court at
Madraspatnam

Between Cunnapan and
Nagapah of Madras Bunners
and Masters for the Providing
and Supplying of certain Carts
Bullocks and Drivers that
were employed in the Service of
the Honble the United English
East India Company Complai-
nants and Alexander Morrison
Paymaster General and Contracto
for providing the said Honble
Company with Carts and Bullocks
&c. Defendant

On the Part of the Complainants

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

Swamy Pullah Bullock Master of Pink Pinkum but now at Madras
Aged 45 years or thereabouts being produced as a Witness in this Cause
On the Part of the Complainants this 10th Day of September 1783
Sworn and Examined at the Office of the Honble Thomas Irwin who is Attorney for the Defen-
dant by Interpretation of Swamy my Servant who first duly sworn to the true
Tells the Court on Behalf of the said Defendant as followeth on the
same Day being shown and Examined Defendt as followeth

1st To the first Interrogatory this Deponent saith that he doth
know the Complainants Cunnapan and Nagapah in this
Cause and that he doth to knows from his years or thereabouts
and that he doth know the Defendant Alexander Morrison
in this Cause and that he doth or knows this Many years
or thereabouts and more Saith and to this Interrogatory

2nd To the Second Interrogatory this Deponent saith that the
Complainants

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Complainants contracted to Supply the Defendant with
Carts, Bullocks and Drivers that this Deponent and Peopahs
present some time in the Month of November in the year of our
Lord One thousand Seven hundred and eighty and this De-
ponent saith that said Complts did supply the said Defendant
in the beginning of said Contract with about thirty three
Carts and Bullocks and Drivers in proportion and
afterwards the said Complainants supplied the said
Defendant with some more Carts to about Sixty in Numbe
with Bullocks and Drivers, and this Deponent saith that
the Complts were paid three hundred Pagodas in part of
said Contract on Account of the Defendant at the beginning
of said Contract and this Deponent saith that he refers to
set forth in the Complts account of what has been paid by the
Defendant to the Complts in part of said Contract and more
Saith not to this or the last Interrogatory

Richd Dighton
Examt

Mayors Court at
Madraspatnam

Between Cunnapan and
Nagapah of Madras Bunners
and Masters for the Providing
and Supplying of certain Carts
Bullocks and Drivers that
were employed in the Service
of the Honble the United English
East India Company Complai-
nants and Alexander Morrison
Paymaster General and Contracto
for providing the said Honble
Company with Carts and Bullocks
&c. Defendant

On the Part of the Complainants

Depositions of Witnesses taken in this Cause by and before

the Examiner in this Court as followeth —

Braspark of Madras Bullock Stanby Aged 45 years or thereabouts being produced as a Witness in this Cause On the Part of the Complainants was on the 5th Day of September 1788 Sworn at the Office of Mr Thomas Jones who is Attorney for the Defendant by Examining my Servant who also left with a Note of the Name Title and Place of abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth —

1st ——— To the first Interrogatory this Deponent saith, that he doth know the Complainants Comrapen and Nagapark in the Cause and that he hath so known them three years or thereabouts And that he doth know the Defendant Alexander Morrison in this Cause, and that he hath so known him the same time and more Saith not to this Interrog.

2nd ——— To the Second Interrogatory this Deponent saith that he is the Head Bullocks Stanby and that he served the Defendant in that Capacity and that he did supply to the Complainant to supply the Defendant with Bullocks and Drivers some time in the Month of November in the year of our Lord One thousand seven hundred and eighty and this Deponent saith the Complainants did Contract to supply the Defendt with forty head Bullocks and forty Drivers and that they did supply the Defendant with said Number for the Space of thirteen Months or thereabouts and this Deponent saith that the Complts were to pay the said Contract Three hundred Pagodas in part of said Contract for the said Bullocks & Drivers were first supplied and afterwards some other Slaves but what the Defendant doth not know as he did not keep the Accounts and this Deponent saith that the said Complts were to have the Head Bullocks Stanby and Salary for him to settle his Accounts with the Defendant that they might receive their Ballance on the said Contract and this Deponent went with the Complts to the Defendant and told them of this and afterwards the Defendant Signified his Accounts and it appeared that there was a Ballance due to the Complts on said Contract of One thousand One hundred and fifty Pagodas and said Defendant gave the Complts an order on George Ramsay Esqr for five hundred Pagodas in part of said Ballance and promised the Complainants to pay the remaining Ballance in three days — and more Saith not to this or the last Interrogatory —

Richd Deighton
Exam.r

The Mark of Braspark

117

Mayors Court at
Madrastranam

Between Comrapen and Nagapark Natives Dubashes & Merchants of the Province of Arcot Bullock Drivers & Stanbys for the Complainants

and

Alexander Morrison Esqr Defendant

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

Ayah of Madras Servant to Mr Bullock aforesaid Stanby to the Complainants aforesaid, a Witness in the Cause aforesaid on the part of the Complainants was on the 5th Day of September 1788 Sworn at the Office of Mr Thomas Jones who is Attorney for the Defendt by Examining my Servant who also left the Mark

Mayors Court at
Madraspatam

Between Cornelius and Nagapal
of Madras Coopers and Mariners
for the Boarding and Supplying
certain Cask Bullocks and
Dowras that were Employed in
the Service of the Honble the United
English East India Company
Complainants and Alexander
Morrison Paymaster Agent and
Contractor for Victualling the said
Honble Company's Cask and
Bullocks &c. Defendant

On the Part of the Complainants

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

Poonapillah of Triplicane but now at Madras Merchant Aged 35 Years and upwards being Produced as a Witness in this Cause on the Part of the Complainants was on the 10th Day of September 1770 Sworn at the Office of Mr Thomas Jones one of the Attorneys of this Court by Nowsang my Servant who also Left Hindoo a Book of the Names of the said Deponent and afterwards on the same Day Came before me and Deposeth as followeth Viz.

1st To the first Interrogatory this Deponent saith that he doth know the Complainants Cornelius and Nagapal and that he hath so known them for the Space of three years and upwards and that he doth know the Defendant Alexander Morrison and that he hath so known him for the Space of three years and upwards and more Saith not to this Interrogatory

2nd To the second Interrogatory this Deponent saith that he doth know the Complainants Cornelius and Nagapal and that he hath so known them four Months or thereabouts and that he doth know the Defendant Alexander Morrison and that he hath so known him about three years and upwards and more Saith not to this Interrogatory

3rd To the third Interrogatory this Deponent saith that he was present when the Complainants made Application to Lieutenant General Sir Eyre Coote and that he went the next Day to the Defendant but that he went the next Day after the Complainants told this Deponent that they had applied to Lieutenant General Sir Eyre Coote who had ordered the Defendant to settle Accounts immediately with the Complainants and Deponent further saith that the Defendant did not Settle Accounts with the Complainants and more Saith not to this Interrogatory

4th To the fourth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

5th To the fifth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

6th To the sixth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

7th To the seventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

8th To the eighth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

9th To the ninth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

10th To the tenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

11th To the eleventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

12th To the twelfth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

13th To the thirteenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

14th To the fourteenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

15th To the fifteenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

16th To the sixteenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

17th To the seventeenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

18th To the eighteenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

19th To the nineteenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

20th To the twentieth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

21st To the twenty first Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

22nd To the twenty second Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

23rd To the twenty third Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

24th To the twenty fourth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

25th To the twenty fifth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

26th To the twenty sixth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

27th To the twenty seventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

28th To the twenty eighth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

29th To the twenty ninth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

30th To the thirtieth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

31st To the thirty first Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

32nd To the thirty second Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

33rd To the thirty third Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

34th To the thirty fourth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

35th To the thirty fifth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

36th To the thirty sixth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

37th To the thirty seventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

38th To the thirty eighth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

39th To the thirty ninth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

40th To the fortieth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

41st To the forty first Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

42nd To the forty second Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

43rd To the forty third Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

44th To the forty fourth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

45th To the forty fifth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

46th To the forty sixth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

47th To the forty seventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

48th To the forty eighth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

49th To the forty ninth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

50th To the fiftieth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

51st To the fifty first Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

52nd To the fifty second Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

53rd To the fifty third Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

54th To the fifty fourth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

55th To the fifty fifth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

56th To the fifty sixth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

57th To the fifty seventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

58th To the fifty eighth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

59th To the fifty ninth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

60th To the sixtieth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

61st To the sixty first Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

62nd To the sixty second Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

63rd To the sixty third Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

64th To the sixty fourth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

65th To the sixty fifth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

66th To the sixty sixth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

67th To the sixty seventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

68th To the sixty eighth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

69th To the sixty ninth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

70th To the seventieth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

71st To the seventy first Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

72nd To the seventy second Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

73rd To the seventy third Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

74th To the seventy fourth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

75th To the seventy fifth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

76th To the seventy sixth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

77th To the seventy seventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

78th To the seventy eighth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

79th To the seventy ninth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

80th To the eightieth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

81st To the eighty first Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

82nd To the eighty second Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

83rd To the eighty third Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

84th To the eighty fourth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

85th To the eighty fifth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

86th To the eighty sixth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

87th To the eighty seventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

88th To the eighty eighth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

89th To the eighty ninth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

90th To the ninetieth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

91st To the ninety first Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

92nd To the ninety second Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

93rd To the ninety third Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

94th To the ninety fourth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

95th To the ninety fifth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

96th To the ninety sixth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

97th To the ninety seventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

98th To the ninety eighth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

99th To the ninety ninth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

100th To the one hundredth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

101st To the one hundred first Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

102nd To the one hundred second Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

103rd To the one hundred third Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

104th To the one hundred fourth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

105th To the one hundred fifth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

106th To the one hundred sixth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

107th To the one hundred seventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

108th To the one hundred eighth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

109th To the one hundred ninth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

110th To the one hundred tenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

111th To the one hundred eleventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

112th To the one hundred twelfth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

113th To the one hundred thirteenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

114th To the one hundred fourteenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

115th To the one hundred fifteenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

116th To the one hundred sixteenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

117th To the one hundred seventeenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

118th To the one hundred eighteenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

119th To the one hundred nineteenth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

120th To the one hundred twentieth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

121st To the one hundred twenty first Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

122nd To the one hundred twenty second Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

123rd To the one hundred twenty third Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

124th To the one hundred twenty fourth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

125th To the one hundred twenty fifth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

126th To the one hundred twenty sixth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

127th To the one hundred twenty seventh Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

128th To the one hundred twenty eighth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

129th To the one hundred twenty ninth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

130th To the one hundred thirtieth Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interrogatory

131st To the one hundred thirty first Interrogatory this Deponent saith that he was present when the Defendant Alexander Morrison Signed a Draft for five hundred Pagodas on the Honble Company in favour of the Complainants and that he cannot say whether the Defendant Alexander Morrison Signed any other Draft and more Saith not to this Interr

same Cooks Bullocks and Drivers on Account of the said Contract but what Number this Deponent doth not or doth he know whether said Complainants have received any money in Part of said supply or not — and more Saith not to this or the last Interrogatory

Richd Dighton
Exam.t

Mayors Court at Madrasspatnam

Between Cavaraspen and Nagapah of Madras Dubashes and Masulipatam for the Standing and Supplying of certain Cooks Bullocks and Drivers Imployed in the Service of the Honble the United English East India Company Complts and Alexander Anderson Esqr Agent and Contractor for providing the said Honble Company with Cooks and Bullocks &c Defendt

On the Part of the Complainants

Deposition of Witness taken in this Cause by and before the Court on the Oath as followeth viz.t

Tragapah of Madras Gentoo Aged 40 years or thereabouts being Sworn as a Witness in this Cause on the Part of the Complainants saith on the 8th Day of September 1783 Deponent spoke with the Defendant at the House of Mr Thomas Shaw who is Attorney for the Defendant in Managing any Affairs he has left here on the Coast of the Malabar Side of India and the Defendant did after wards on the same Day being known and Examined Deposeth as followeth viz.t

To the first Interrogatory this Deponent saith that he doth know the Complainants Cavaraspen and Nagapah in this Cause and that they have been Dubashes to Captain Alexander Anderson in this Cause for three Years or thereabouts and that he doth know the Defendant Alexander Anderson in this Cause and that he hath so known him the Space Afore said more Saith not to this Interrogatory

To the fifth Interrogatory this Deponent saith as producing and shewing to him at this the time of this Examination the Paper Writing in the Malabar Language that said Paper is written by Ragonadda Syan and the Name Ragonadda Syan thereto set and Subscribed is of the said Ragonadda Syans own proper hand writing — and more Saith not to this or the last Interrogatory

Richd Dighton
Exam.t

Mayors Court at Madrasspatnam

Between Cavaraspen and Nagapah of Madras Dubashes and Masulipatam for the Standing and Supplying of certain Cooks Bullocks and Drivers Imployed in the Service of the Honble the United English East India Company Complts and Alexander Anderson Esqr Agent and Contractor for providing the said Honble Company with Cooks and Bullocks &c Defendt

On the Part of the Complainants

Deposition of Witness taken in this Cause and before the Court on the Oath as followeth

Ragoonadda Syan of Madras and Subscribed his name at Madras Black Stamp Aged 36 years or thereabouts being Sworn as a Witness in this Cause on the Part of the Complainants on the 30th Day of August 1783 Examined at the Office of Mr Thomas Shaw who is Attorney for the Defendant in Managing any Affairs he has left here on the Malabar Side of India and the Defendant did afterwards on the same Day being known and Examined

Examined Deponeth as followeth ——

1st ——— To the first Interrogatory this Deponent saith that he doth know the Complts Coomapen and Nagapah in this Cause and that he hath so known them three years or thereabouts and that he doth know the Defendt Alexander Morrison in the Cause and that he hath so known him the same time and more Saith not to this Interrogatory ——

5th ——— To the fifth Interrogatory this Deponent saith/ on Producing and shewing to him at this the time of Examination the Paper writing in the Malabar Language/ that said Paper is his own hand writing and the Name Rayanda Signed thereto set and subscribed is of this Deponents own proper hand writing and this Deponent saith that the Contents of said Paper are true —— and more Saith not to this or the last Interrogatory ——

Rich Brighton
Deponent

Between Coomapen and Nagapah of Madras Coolies and Merchts for the Province and Appellants

and

Alexander Morrison Esqr late Chief of Tellicherry and Respondent

Depositions of Witnesses taken on this Cause Sworn before the Governor in Council at Madraspatnam

Examined in this Court as followeth

Colundapen of Cannanoor Conceptie but now at Madras Aged 30 years or thereabouts being produced as a Witness in this Cause on the Part of the Complainants was on the 1st Day of September 1783 Sworn at the Office of Mr Thomas Jones 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 Examd Deposeth as followeth

1st ——— To the first Interrogatory this Deponent saith that he doth know the Complainants Coomapen and Nagapah in this Cause and that he hath so known them three years or thereabouts and that he doth know the Defendant Alexander Morrison in this Cause and that he hath so known him the same time and more saith not to this Interrogatory

5th ——— To the fifth Interrogatory this Deponent saith that he was present when the Complainants Petitioned Lieutenant General Stuart to oblige the Defendant to settle and adjust the Accounts of this said Contract and the Defendant was ordered to settle and adjust said Accounts and said Accounts were settled and adjusted in Consequence that at that time and this Deponent saith he knows that the said is the Account so settled and adjusted as aforesaid and this Deponent saith that the said Account is just and true to the best of this Deponents knowledge and more saith not to this Interrogatory ——

To the last Interrogatory this Deponent saith that he doth know that the Complainants on Order on the Company for five hundred Pagodas in Part Payment of said Account and that the Defendant has not paid the same and more saith not to this Interrogatory

Rich Brighton
Deponent

Sworn before me this 1st Day of September 1783
Thos Jones
Attorney for Defendant

Mayors Court at
Madrasspatnam

Tuesday the 9th day of Dec.
Anno Domini 1783

Present
William Webb Esquire Mayor
William Mitchell and Philip Stanley
Aldermen

Between Conrapen and
Nyapah of Madras Coop
ravant and Cheam the Mari
Lascarant in the Honble
Company Service Defendts

This Cause coming on to be Heard & Debated
Day in the presence of the Attornies on both Sides on Reading
Complainants Bill with Copy of an Annual Current Account &
Letter of the Complainant & Defendant annexed thereto and Counsel
thereof & Exhibits & Depositions taken
for the Complainant with Annexed Interrogatories & Depositions taken
for the Defendant with Annexed Interrogatories & Draft & Not
thereof. For Hearing the Pleadings made out of the Attornies for
the Defendant had thereon. This Court doth think fit to Order &
and doth accordingly Order and Decree that the Defendant Nyapah and
Cheam do pay unto the Complainant the Sum of Pagodas 12,185
Five Hundred Fanams Due to the Complainant by Bond Dated the 12th
April 1780 and Interest on the said Principal Sum at the Rate
until full Payment is made also the Costs of this Suit

Filed 18th Decem. 1783

To the Hondble the Mayors
Court at Madrasspatnam

Humbly Complaining Sheweth unto this Hondble
Court Your Orator John Francis of Madras Merchant that
Conrow Nonnaremah trader of Nippery Pollam stands Indebted unto
your Orator in the full and just Sum of Five Hundred Pagodas
Current money of Madras making in Sterling money of Great
Britain at the rate of Eight Shillings for every Pagoda the
Sum of Two Hundred Pounds or thereabouts as will more fully appear
by Copy of a Mortgage Bond hereunto annexed
for the Inspection of this Hondble Court which your Orator prays
may be admitted as part of this his Bill of Complaint and whereas
your Orator hath frequently Demanded the said
Payment of the said Sum of Five Hundred Pagodas of the said
Conrow Nonnaremah trader

But now so it is may it please this Hondble
Court the said Conrow Nonnaremah trader Obstinately and wilfully
refuses to pay the same or to give your Orator any Security
satisfaction touching the premises unless Forasmuch therefore as
your Orator is remediless in the premises at the Common Law and
can only have relief and Discovery in this Court where
Matters of this Nature are Cognizable and Relievable
To the End therefore that the
said Conrow Nonnaremah trader may
be Decreed to pay unto your Orator the
said Sum of Five Hundred Pagodas with
Interest for the same
from the time of
Demand and
Costs of Suit
May it please this Hondble Court to
Grant unto your Orator His Majests
Writ of Subpoena to be directed to the
Conrow Nonnaremah trader
Commanding him
Thereby

required by the Sheriff of Fort Saint George Town of Madras-patnam and the Districts thereof Personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court 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
[illegible]
Atty for the Complt.

This Bill was shewn to me in the Days of Adjournment Let a Summons Returnable next Court Day Issue

Wm Webb
Mayor

Know all Men by these Presents that I Conoor Narasemah Naiker of Veppery Poligar am held and firmly bound to Mr John Francis in the Penal Sum of One Thousand Pagodas (Pags 1000) to the payment whereof well and truely to be made to the said John Francis his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors Administrators or Assigns firmly by these Presents In Witness Whereof I have hereunto set my Hand and Seal in Madras this 12th Day of April in the year of our Lord one Thousand Seven Hundred and Eighty three

Whereas the above bound Conoor Narasemah Naiker hath borrowed and Received of the above named John Francis the full and just Sum of Five Hundred Pags (Pgs 500) to Run of Interest at the Rate of 12 Cent per Annum payable in six months from the Day

Day of the Date hereof and for securing the Payments of the said Sum of Five Hundred Pagodas to the said John Francis he the said Conoor Jangamah Naik have Mortgage Assigned and Set over and by these Presents doth Mortgage Assign and Set over unto the said John Francis he the said Conoor Jungamah Naiks free Gift Land Containing Ten Cannys which said Premises is Situated at Veppery to the Westward of Mr Scotnies Garden, to the Eastward of Mr Lewcock, to the Southward of the Maaw-Tank and to the Northward of the Border of the Wepery Tank

Now the Condition of this Obligation is such that of the above bound Conoor Narasemah Naiker his Heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto the said John Francis his Heirs Executors Administrators or Assigns the full and just Sum of Five Hundred Pags together with such Interest as shall or may become Due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

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

[illegible]
[illegible]

[illegible]
[illegible]

L.S.

A true Copy
Edward Ellis
[illegible]
Attorney for the Complt.

required by the Sheriff of Fort Saint George Town of Madras
Patamars and the Inhabitants there of Personally to be and appear
before this Honble Court at a Certain time and place to be by his
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 Offley
Solr for the Compt.

This Bill was shewn to me in the Days of
Adjournment and let a Summons to Answer the
next Court Day I gave

Wm Webb
Mayor

Witness all Men by these Presents that I Coroor
Nanassemah Native of Chepperry Polygar am held and firmly
bound to Mr John Francis in the Penal Sum of One Thousand
Pagodas of Pags 1000/ to the payment whereof well and truely to
be made to the said John Francis his Heirs Executors Administrators
or Assigns I do hereby bind myself my Heirs Executors
Administrators or Assigns firmly by these Presents In Witness
Whereof I have hereunto set my Hand and Seal in Madras
this 10th Day of April in the year of our Lord one Thousand
seven Hundred and Eighty three

Whereas the above bound Coroor Nanassemah Naiker hath
this Day sold and Granted of the above named John Francis the full
and just Sum of Five Hundred Pags of Star Pon of Inland
at the Rate of Six Pags per Annum payable in six months from the

Day

Day of the Date hereof and for securing the Payments of the said
Sum of Five Hundred Pagodas to the said John Francis he the said
Coroor Nanassemah naiker have Mortgage Assigned and set over
and by these Presents doth Mortgage Assign and set over unto
the said John Francis he the said Coroor Nanassemah naiker
free Gift Land Containing Ten Cawnys which said Premises
is Situated at Nessperry to the Westward of Mr Scotts Garden
to the Eastward of Mr Lewcock to the Southward of the Maun-
-Tank and to the Northward of the Border of the Nessperry
Tank

Now the Condition of this Obligation is such that if the
above bound Coroor Nanassemah naiker his Heirs Executors
Administrators or Assigns shall well and truely pay or cause to
be paid unto the said John Francis his Heirs Executors
Administrators or Assigns the full and just Sum of Five
Hundred Pags together with such Interest as shall or may
become Due thereupon then this Obligation to be Void and of
no Effect otherwise to Continue in full force and Virtue

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

Jno Cowey
Pereda ...

Coroor Nanassemah
his
Seal
mark

Edward Offley
Attorney for the Compt.

Mayor's Court at Madraspatnam

Tuesday the 16th day of December Anno Domini 1783

Present
William Webb Esquire Mayor
John Mesnzies and Robert Ewing
Aldermen

Between John Farries of Madras Inhabitant Complainant and Connor Moneysmith Writer of Pippery Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand this Court doth Hereby think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum of Four Hundred Star Pagodas (Star Pags 400) with Interest at the Rate of Twelve per Cent per Annum from the 16th Instant to gether with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Recd

Filed 20th Octr 1783

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Daniel Kelley of Madraspatnam aforesaid Inhabitant that John Mitchell Captain of Artillery the same place Inhabitant stands well and truly indebted unto your Orator in the full and just Sum of Five hundred and fifty two Pagodas Seventeen fanams and twenty Cash Current money of Madras, Making in Sterling Money of Great Britain Three Pounds of Eight Shillings for every Pagoda the Sum of One hundred Pounds and Nineteen Shillings or thereabouts, as will more fully Do at large appear by a Copy an Account Current and of an Account hereunto annexed for the Inspection of this Honble Court, which your Orator prays may stand and taken as part and parcel of this your Orator's Bill of Complaint, the Originals of which are 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 your Orator sold and delivered unto the said Defendant Mitchell the several Articles and Sums of Money specified in the said Accounts amounting to the Vouchers for which your Orator hath ready to be produced whenever your Orator shall by this Honble Court be thereunto required your Orator hath applied to the said John Mitchell the said Defendant for Payment of the said Sum of Five hundred and fifty two Pagodas seventeen fanams and twenty Cash Current money of Madras and the Interest thereof upon the Balance of the said Account Current the Sum of Three hundred fifty two Pagodas seventeen fanams and twenty Cash and the said Mitchell hath not nor doth any one for him, paid or caused to be paid unto your Orator or unto any other person or persons for your Orator the whole or any part of the said Sum of five hundred and fifty two Pagodas seventeen fanams and twenty Cash Current money of Madras your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner Required Payment from the said John Mitchell of the said Sum

of two hundred and fifty two Pounds Seventeen Shillings and twenty Cents

Most now to it is may it Please this Honble Court that the said John Mitchell doth Obstinately and wilfully refuse & deny the may or to give your Orator Any 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 John Mitchell may upon his Corporal Oath fully true Direct and perfect Answer make, to all and Singular the matters and things herein before Set forth and 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 he may be Decreed by unto your Orator the said Sum of Two hundred and fifty two Pounds Seventeen Shillings and twenty Cent 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 Mitchell to be Summoned and Required by the Sheriff of Suffolk his Deputy or Deputies at some usual and Publick place in the Town of Boston aforesaid and the District thereof personally to be and Appear before this Honble Court at Certain time & place to be by the Same limited and Appointed then and there to Answer the premises and further to Stand to and abide by such Order Decree & Decrees in the premises as to this Honble Court shall seem meet and Agreeable to Equity and good Conscience

Wm Shute
Joseph Coppell

Mr Coppell

Suffolk ss

Boston 1780

Then the above named Joseph Coppell Esqr made Oath to the truth of the above Complaint by him Subscribed before me

Edmund Quincy Just. Peace

Captain John Mitchell (D.r)

1783 June		Brought Over Pagodas			446	30	
	1	To 2 Bottle Brandy	2				
		To 3 Bottles D.o	3				
		To 3 Bottles Madeira	2	6			
	9	To 1/2 Dozen Brandy	6				
		To 1/2 D.o Madeira	5				
	22	To 1 Catty of Tea	2	23		20	29
		To Discount for 216 Pag.s at 10 p.ct is				21	24 60
		Pagodas			488	37	60

(Signed) D.l Kelley

A true Copy

Thomas Jones

Atty for Complt

Filed 12 Nov.r 1783

In the Hon.ble the Mayors Court at Madraspatnam

Between Daniel Kelley of Madraspatnam Inhabitant Complainant and John Mitchell Captain of Artillery of the same place Inhabitant Defendant

The Affidavit of Daniel Kelley the abovenamed Complainant

This Deponent maketh Oath and Saith, that the abovenamed Defendant stands justly and truly Indebted unto him the Deponent in the full and just sum of Two hundred and fifty two Pagodas Seventeen fanams and twenty Cash Current money of Madras

D Kelley

Thomas Jones

Atty for Complt

Sworn to before me this 12 Nov.r 1783

Wm Webb

Mayor

Mayors Court at Madraspatnam

Tuesday the 16 Day of December Anno Domini 1783

Present

William Webb Esquire Mayor

John Menzies and Robert Ewing

Aldermen

Between Daniel Kelley of Madraspatnam aforesaid Inhabitant Complainant and John Mitchell Captain of Artillery of the same place Inhabitant Defendant

It Appearing by the Records of this Court

Court that the usual Rules have issued for the Defendant to answer the Complainants Bill which he has neglected doing This Court do therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and fifty two Star Pagodas Seventeen fanams and twenty Cash (Star Pagd 252 17 [illegible] together with such Interest as now is or shall hereafter become [illegible] thereon until full Payment is made also all Costs of this Suit

Hur

Filed 28th Octr 1788

To [illegible] the Mayor's [illegible] at Madraspatnam

[illegible] Complaining [illegible] Madraspatnam of [illegible] Hon'ble Court your Orator [illegible] Madraspatnam [illegible] and Inhabitant that Thomas Osborn of the same place Inhabitant [illegible] stands well and truly indebted unto your Orator in the full and just Sum of Fifty One Pagodas and Twenty two fanams Coin [illegible] of Madras [illegible] in Sterling money of Great Britain at the Rate of Eight Shillings for every Pagodas, the Sum of Twenty Pounds and Twelve Shillings or there about as will more fully and at large appear by Copies of an Account and Note of Hand hereunto Annexed for the Inspection of this Hon'ble Court, which your Orator prays may be [illegible] as part of this your Orator's Bill of Complaint the Original [illegible] of which is in your Orator's possession and [illegible] to be produced [illegible] your Orator shall, by [illegible] Hon'ble Court, to [illegible] your

Filed the 28th Octr 1788

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

To Mr Thomas Jones
Attorney at Law

Sir

Thomas Osborn stands indebted unto me in the Amount of the Accompanying Account arising upon his Note of hand which he refuses to Discharge, I do therefore hereby [illegible] you to commence an Action against him the said Thomas Osborn in the Mayors Court for the Recovery of the Amount thereof and to do such Things herein and to proceed thereupon in such [illegible] as you shall judge or think proper or necessary for carrying on [illegible] Suit with Effect

Yours Sir
Your Obedient

and Just Sum of Fifty One Star Pagodas and twenty two fanoms
/ Star Pagodas Lb 22 . / together with such Interest as
now is or shall hereafter become due thereon until full Payment
is made also all Costs of this Suit

[illegible]

Filed the 2d Jany 1781

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto the Hon
Court your Orator Jaymin Gregory of Madras Inhabitant [illegible]
[illegible] Inhabitants of Madras [illegible]