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Filed 4th July 1780

To the Honble the Mayor's Court at Madraspatnam

Humble Complainants Sheweth unto this

Honble Court Your Orator Pallycallatte Chadramatte Mudelliar of Madraspatnam Merchant, that Paitapatty Venkiah and Mannam Madraspatnam Merchant, that Paitapatty Venkiah and Mannam Madraspatnam Merchant, and Inhabitants Madraspatnam Merchants, and Inhabitants Madraspatnam Mudelliars of the same place Merchants, and Inhabitants Madraspatnam Mudelliars of the same place Merchants, and Inhabitants Madraspatnam aforesaid Natives of India and Subjects of the United Kingdom of Great Britain and Ireland and Subjects of the United Kingdom of Great Britain and Ireland and Subjects of the United Kingdom of Great Britain and Ireland

Borrowed and Received of Your Orator the said Sum of fifteen hundred and three Pagodas and One Eighth, which Sum they did thereupon promise and Undertake to pay, Jointly and Severally, by Instalments in manner following Viz.t the Sum of One hundred Pagodas on or before the Twentieth of the then Month of July, the Sum of three hundred Pagodas on the before the Ninth Day of November following, a further Sum of four hundred Pagodas on or before the Ninth Day of January in the present Year 1783, a further Sum of three hundred and three Pagodas and one Eighth on or before the Ninth Day of March following and the Sum of Twelve Pagodas five every hundred Pagodas by the Year, Your Orator further Sheweth, that in default of Payment of all or any of the Sum and Sums of Money, according to the several Instalments, Your Orator and the said Partagally Venkiier and Mauaambadoo Moodoo Modelliar, Agreed Jointly and Severally each other and Covenanted that in Case of any Difference Arising there Same should be Referred to three Humble Court, that Your Orator Shewith, the matters and Differences the Parties themselves have Engaged there Humble Court a Jurisdiction of, as the Charter directs and

A. N.o 1 of the Translate of the Original Bond or Obligation in the Malabar Language hereunto Annexed for the inspection of this Humble Court and which Your Orator prays may be taken as part and Parcel of this Your Orator's Bill of Complaint, this Orator is not able to Read or Write any sum whereof the Translate is annexed to be ready to produce whenever required

And Whereas Your Orator Shewith that he hath frequently and instantly Amicable Manner Requested Payment of and from the said Partagally Venkiier and Mauaambadoo Moodoo Modelliar

Defendants

but they and every of them Refuse so to do, and may it Please Your Humble Court the said Partagally Venkiier and Mauaambadoo Moodoo Modelliar Obstinately and Wilfully refuse to give Your Orator any manner of Satisfaction Touching the Premises, Your Orator therefore prays a general Relief such as

to this Humble Court shall appear agreeable to Equity and good Conscience, To the End therefore that the said Partagally Venkiier and Mauaambadoo Moodoo Modelliar may upon their and each of their Corporal Oaths, full, true, direct, and perfect Answer make to all and singular the matters and things herein before Set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated, and Whether they the said Partagally Venkiier and Mauaambadoo Moodoo Modelliar, or either and which of them, did or did not Set and Subscribe their Name to the Malabar Writing, as herein before mentioned and Expressed, And Whether such Setting and Subscribing was or was Not for what other Reason Date, Cause, or Thereof and Upon mentioned in the said Malabar Writing, And Whether they the said Partagally Venkiier and Mauaambadoo Moodoo Modelliar, or either and which of them for the Consideration of Your Orator, to the Premises Alter, did or did not Receive the Sum of Money in the said Malabar Writing, as mentioned and Expressed, and if not then for what Reason, Cause, or Thereof and Upon they the said Partagally Venkiier and Mauaambadoo Moodoo Modelliar, or either and which of them, have or hath Paid, Satisfied, and Discharged the same and if not, for what Reason, Cause, or Thereof and Upon the Principal and Interest due on the said Malabar Obligation, Amount, Principal and Interest due on the said Malabar Obligation, and in what manner they have so Discharged the same, and if not, that they or either of them may Set forth their or either of their Reasons for their so refusing to pay off and Discharge the Amount Principal and Interest due on the said Joint and Separate Bond or Obligation to Your Orator and that they or either of them be Decreed to pay unto Your Orator, the aforesaid Sum of Eight Hundred and Six Star Pagodas Twenty Six Fanams and Seventy Seven Cash, with all Damages Interest as aforesaid, or shall thereafter become due thereon, Together with the Costs of this Suit

May it please this Honble Court to Cause the said Partagally Venkiier and Mauaambadoo Moodoo Modelliar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras

pursuant

Borrowed and Received of Your Orator, the said Sum of fifteen hundred and three Pagodas and One Eighth, which Sum they did therein promise and undertake to pay, Jointly and Seperately, by Installments in manner following Viz.t the Sum of One hundred Pagodas on or before the Seventeenth of the then Month of July, the Sum of three hundred Pagodas on the before the Ninth day of November following, a further Sum of four hundred Pagodas on or before the Ninth day of January in the present Year 1783, a further Sum of three hundred and three Pagodas and one Eighth on or before the Ninth day of March following with such Interest as might accrue thereon after the Rate of Twelve Pagodas for every hundred Pagodas by the Year, Your Orator further Sheweth, that in default of Payment of all or any of the Sum and Sums of Money, According to the several Instalments, Your Orator and the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar, Agreed to and with each other, and Consented that in Case of any difference Arising the Same should be Submitted to this Honble Court, Where Your Orator Sheweth, the matters in difference the Parties themselves have Given this Honble Court a Jurisdiction of, as the Charter directs and Empowers, as will more fully appear by a Referrence to the Copy (Marked A. N.o 1) of the Translate of the Original Bond or Obligation in the Malabar Language 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, the Original of such Malabar Writing from whence the Translate is made, is Ready to be produced whenever Required And Whereas Your Orator Sheweth that he has frequently and in an Amicable Manner Requested Payment of and from the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar

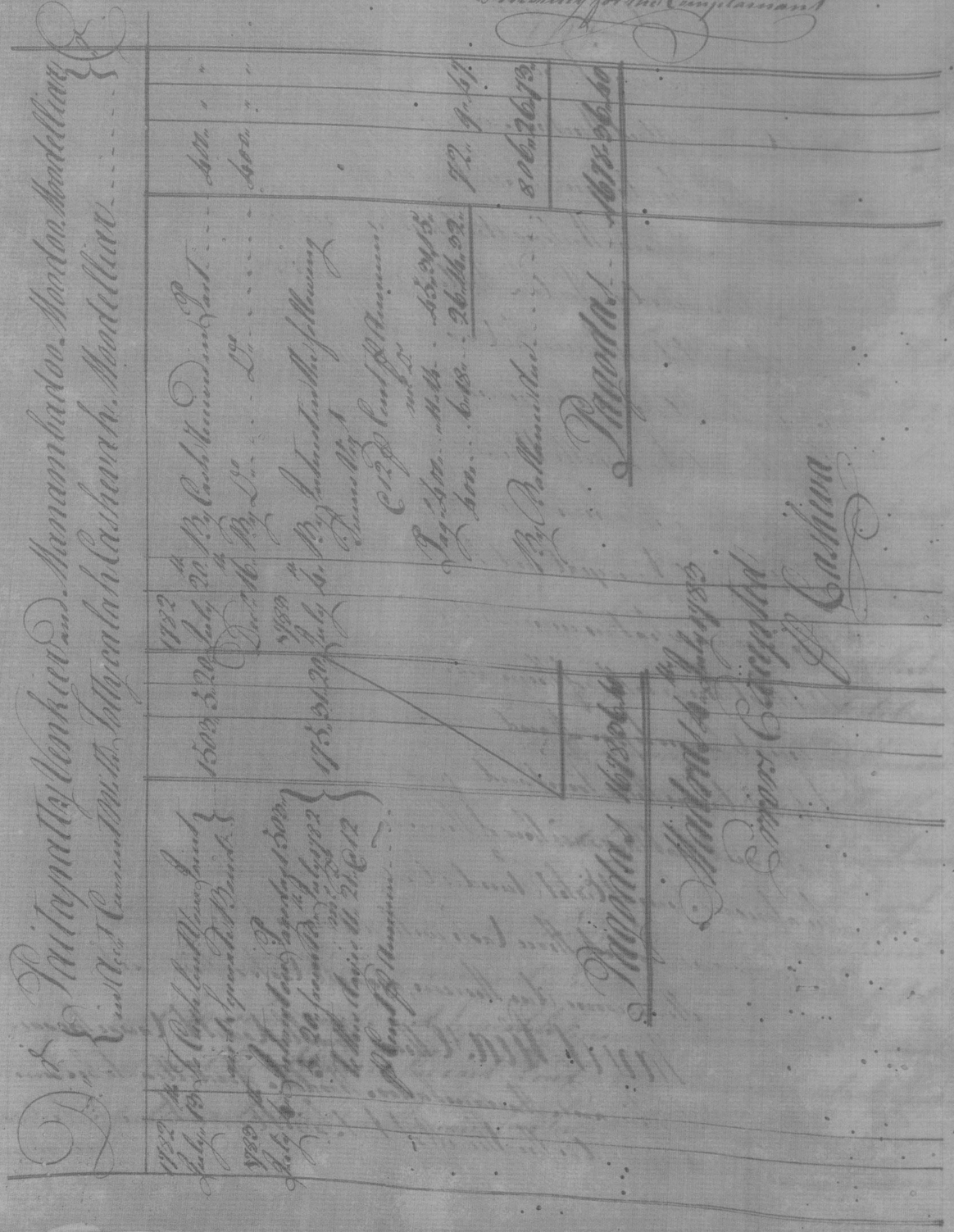
Butnowsoit is and may it Please this Honble Court the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar Obstinately and Wilfully Refuse to give Your Orator any manner of Satisfaction touching the Premises, Your Orator therefore prays, a general Relief such as to

to this Honble Court shall appear agreeable to Equity and good Conscience, To the End therefore that the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar may upon their and each of their Corporal Oaths, full, true, direct, and perfect Answer make to all and Singular the matters and things herein before Set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated, and Whether they the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar, or either and which of them, did or did not Set and Subscribe their Names to the Malabar Writing, as herein is before mentioned and Expressed, And Whether such Setting and Subscribing was or was Not, or what other day and Date, done, on the day and Year as mentioned in the said Malabar Writing, And Whether they the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar, or one and which of them for the other, did or did not Receive the Consideration of Your Orator, to the Amount as mentioned in the aforementioned Malabar Writing, And Whether they the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar or either, and which of them, Have or Have not paid or Discharged the Amount Principal and Interest due on the said Malabar Obligation, and in what manner they have so Discharged the same, and if Not, that they or either of them may Set forth their or either of their Reasons for their Refusing to pay off and Discharge the Amount Principal and Interest due on the Joint and Seperate Bond or Obligation to Your Orator and that they or either of them be Decreed to pay unto Your Orator, the aforesaid Sum of Eight Hundred and Six Star Pagodas Twenty Six fanams and Seventy three Cash, with all such Interest as now is, or shall hereafter become due thereon, also all Costs of this Suit

May it Please this Honble Court to Cause the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam

Pursuant and the Directions Herein Respectively to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court prescribed and Appointed Then and There to Answer 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

Jno. Bromley
Attorney for the Complainant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Cash

Filed 26th Augt 1783

Sir Edward Hyde Chancellor &c.

Humbly Complain and Shew unto Your Honour Your Orator Venkatachary Son of Mudeliar of Madras Inhabitant Defendant to the Bill of Complaint of Collegaden Mudeliar Cashawah Mudeliar of the same place Inhabitant Complainant

These Defendants Now and at all times hereafter Saving and Reserving to themselves all and all manner of benefit and advantage of exception that may be had or taken to the many Errors Uncertainties and Manifest Insufficiencies in the Complainants said Bill of Complaint Answer for Answer unto or unto so much thereof as these Defendants are advised is Material or Necessary for them to make Answer unto they these Defendants Jointly Severally and Respectively Answering say and Each of them for himself Saith that they these Defendants do not nor either jointly or Severally or Either of them doth or do know or believe that the Complainant is Entitled to the Sum of Eight Hundred and Ten Pagodas Twenty Cash as in the Schedule to the said Bill of Complaint Cash Account mentioned and Charged to be due from this Defendant to the Complainant and the said Bill of Complaint and Schedule thereto annexed is Contrary to Equity and Good Conscience and this Defendant Ought not to be Compelled to Answer the same or any part thereof and this Defendant Humbly Insists that the said Bill of Complaint is Impertinent and Unreasonable in many Instances and this Defendant Humbly Insists that the Complainant is not Entitled to any Relief or Discovery from this Defendant touching the same or any other Sum or Sums of Money whatsoever These Defendants further Answering say that they these Defendants Admit it to be true that they these Defendants Borrow and Received of and from the Complainant the Sum of Five Hundred and Three Pagodas for Interest and Cash Lent that they these Defendants did Execute and Deliver unto the Complainant a Certain Bond or Obligation Bearing Date the Thirteenth Day of the Month of July whereby and in the Year of Our Lord One Thousand Seven Hundred and Eighty Two whereby and wherein they these Defendants became Bound Jointly and Severally to pay unto the Complainant the Sum of Three Hundred Pagodas and Interest after the Rate of Twelve Pagodas for Every Hundred by the Year These Defendants further Say that all the time that they these Defendants granted executed and delivered the said Bond or Obligation unto the said Complainant the said Complainant Required of these Defendants to procure unto him the said Complainant Security that they these Defendants should Return the said Bond or Obligation when required and that they these Defendants should abide by and Keep from the Terms of the said Bond or Obligation whereupon they these Defendants prevailed upon Mandampooven Venkatachary to become their Security and the said Complainant knowing Accepted them Because their Security and the said Complainant knowing Accepted them the said Mandampooven Venkatachary for the said Venkatachary did thereupon give grant and execute unto the said Complainant a Certain Bond or Obligation bearing date the said Thirteenth Day of the said Month of July whereby and wherein they the said Mandampooven Venkatachary became bound unto the said Complainant in the Penal Sum of Five Hundred and Eighty Two Pagodas and Interest after the Rate of Twelve Pagodas for Every Hundred by the Year whereby the said Mandampooven Venkatachary did engage promise and Undertake to pay the Amount of these Defendants said Bond or Obligation unto the said Complainant and Case these Defendants should fail to pay the same as the same became Due Specified and Limited and as will more fully Appear by a Copy of a Translation of the said Security Bond and Usage Ready to be produced in this Honble Court and prayed by these Defendants to be taken and Accepted as part and parcel of this their Answer when required so to be and these Defendants are ready and willing to bring into the Custody of this Honble Court the Money Due upon the said Bond or Obligation whenever these Defendants shall by this Honble Court be Thereunto required these Defendants further say that According to the Customs of India whenever any person becomes Security for another such Security becomes Security to all Persons to whom the Creditor is Indebted for Money always Previous to which the Creditor is Required to Prosecute and Recover by Process of Law from the Person for whom Security is given Sufficient to Discharge

Property

Property to indemnify him against any Demand that may be made
and Consequence of his becoming Security. That Defendants further
Say that the Consequence of the said Maudanyeram Venkatacharyar
becoming Security for them, these Defendants, and Concerned to the
Customs before Recited, they, these Defendants Civil and Numerous
Debtors to the said Maudanyeram Venkatacharyar & Obligated
Consequence thereof made Several payments to the said Maudanyeram
Venkatacharyar and Discharges of these Defendants said Bonds or
Obligations to the said Complainant for the Amount of which Money
To the said Customs of India, the said Maudanyeram Venkatacharyar
was Reigonable by giving and granting unto the said Complainant
the said Security Bond herein before mentioned and Recited. These Defendants
further Say in Order to establish and prove to this Honble Court the
Universality of the said Customs
Said Requisitions these, that they these Defendants, Never paid
the said Complainant any Sum or Sums of Money on Account of
their, these Defendants, said Bonds or Obligations but that the said Maud-
anyeram Venkatacharyar, as Security for the Amount of these Defend-
said Bonds or Obligations, paid unto the said Complainant at Sundry
Different payments the Sum of Eight Hundred Pagodas on your
Payment of these Defendants said Bonds or Obligations as above
fully and at large Appears by Copies of Translations of the Receipts
Given and Granted by the said Complainant unto the said Maud-
anyeram Venkatacharyar Servants to these Answers for the Inspection of
this Honble Court and Prayed by these Defendants to be taken and
Reside thereto and prayed by these these Answers, that Copies to be filed
As in these Defendants ready to be produced whenever
these Defendants shall by this Honble Court be thereunto required these
Defendants further say that they these Defendants, have prayed unto the
said

said Maudanyeram Venkatacharyar that full Answer Discovery
and Satisfaction Rendered Being upon these these Defendants said Bonds
or Obligations unto the said Complainant, to which Answer fully and at
large Appears by a Copy of a Translation of a Discharge from the said
Maudanyeram Venkatacharyar unto these Defendants bearing Date
the Second Day of the Month of April Anno Domini One Thousand
One Hundred and Eighty three Years to these Answers to Answer for
that Impeachment of this Honble Court and prayed by these Defendants to be
Rendered and taken as part and Parcel of these these Answers the Original
of which these Defendants produced and Ready to be produced
whenever these Defendants shall by this Honble Court be thereunto
required, whereupon these Defendants humbly pray to be Dismissed from
Defendants said Bonds or Obligations to the said Complainant and that from
a long time past paid and Discharged by the said Maudanyeram
Venkatacharyar, the Plaintiff and Plaintiffs having been Cognizant of
And Allowed of the said Demands as these Defendants Answer to the
said Maudanyeram Venkatacharyar and the said Complainant
Which these Defendants are Ready and willing to Aver Maintain and
Prove as this Honble Court shall Direct, and Humbly pray to be Dismissed with their
Costs and Charges in the Law on their behalf Most
Wrongfully Sustained

Thomas Lowe
Att[illegible] for Defendants

Translation of a Security Bond Dated the 5th February 1770

I Maudanyeram Venkatacharyar of Madras Inhabitant by
Bond do Willingly Execute this Bond by of these presents
Payment to the Honble Company and Merchants Under Mentioned Bonds
Granted

Granted a Bond for One Thousand five hundred and Pagodas
which the said Heavy will pay According to the Tenor Limit & Condition of the
Payment Above Specified to pay the said Sum According to the Limitted
Time without further Delay Witness I do give this Security Bond by my Signature

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

Soobarayan
Interpr.

A true Copy
Thomas Jones
Attorney for the Defendt

Translation of a Receipt Dated the 20th of July 1787

Madapoosi Vencatachaya paid on Account of Varaivanee and
Mootta Mootaly a Bond for the Sum of ₹1500 fifteen hundred Pagodas
which Sum Above Received and Credited to the Bond and shall
keep this as a Voucher

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

Soobarayan
Interpr.

A true Copy
Thomas Jones
Attorney for the Defendt

Translation of a Receipt Dated the 4th of December 1787

Madapoosi Vencatachaya paid on Account of Varaivanee and
Mootta Mootaly a Bond for the Sum of ₹1500 fifteen hundred Pagodas
which Sum Above Received and Credited to the Bond and shall keep this as a Voucher

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

Soobarayan
Interpr.

A true Copy
Thomas Jones
Attorney for the Defendt

Translation of an Agreement Dated the 1st of Thirty Two Called Varaha
and Varnisham According to the 10th of April 1780

I Madapoosi Vencatachaya of Madras do give this Agreement
to Pagantypalle Vencatapa and Mannambade Mootta Moodaly of the same place
that he the Said

I am Thereby Ingaged to Borrow the Said Pagantypalle Vencatapa and Mannambade Mootta Moodaly
and Likewise got a Security Bond from me to him and You Paid Him the
said Money by every Means According to the Above Limitted Time Failed for
that Last payment Above Specified According to the Above Bond then Pagantypalle Vencatapa and
Mannambade Mootta Moodaly Demanded of me the Said Madapoosi Vencatachaya
Just Amount Specified to Deliver You and Demanded of me the Said Madapoosi Vencatachaya
to Cancel the Said Bond and the Bill of Sale of the Houses and Ground Situate
in Cochavaram Madras and the Bill of Sale of the Houses and Ground Situate in
Chavidy Street which You left with Me I do give this Agreement by
Writing Subscribed Below and Sealed and Delivered in the Presence of Witnesses
Ready by their Hands Dated this Day Above Written

Signed
Vencatachaloo

Witness Signed
Chella Soobier
Vencatta Reddy

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

Soobarayan
Interpr.

A true Copy
Thomas Jones
Attorney for the Defendt

Feb.ry 11th A.D. 1793

The Replication of Pattyattah Cachenah Mootelliar of Madraspatnam Merchant Complainant to the Second and Separate Answer of Pattyatty Vendiar and Wanantadoo Mootoo Mootelliar of the same Place Merchants and Inhabitants Defendants

The said Replicant Now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception that may be had or taken to the many Errors Uncertainties and Imperfections in the said Second and Separate Answer contained for Replication thereunto, or unto so much thereof as the Replicant is advised is Material or Necessary for him to reply unto, the Replicant now ready to Reply and Say, that he the said Complainant will aver and Maintain his said Bill of Complaint to be true, certain and sufficient in the Law to be answered unto, and that the said Defendants in their said Second and Separate Answer have not answered and set forth all things as they ought to do, and as by the said Bill they are required, and that the said Second and Separate Answer of the said Defendants is very uncertain, insufficient and imperfect in many material points and things whereof the said Replicant doth complain and for more certainty in this behalf the said Replicant saith that it doth and may appear by the said Defendants own Confession that they the said Defendants are jointly and severally Indebted unto the Replicant in the Sum of Pagodas Eight Hundred and Six Pagodas Twenty Six Fanams and Twenty Three Cashrees Monies and Specified in the Replicants Bill of Complaint, and in the Copy of the Account Current thereto Annexed, and this standing what the said Defendants in their Second and Separate Answer say to the contrary, the said Replicant further says, that the Defendants in their Second and Separate Answer,

Admits

Admits of their giving Security in the person of Mandampoore Venkatachellum for the Payment of the amount of their Obligation to the Replicant, and that on the Security did on the Thirteenth Day of July, one Thousand Seven Hundred and Eighty two, give, Grant, and Execute unto the Replicant a certain Bond or Obligation of that date wherein and whereby the said Mandampoore Venkatachellum did Engage promise and undertake to pay the Amount of the Defendants Bond unto the Replicant on Demand they the said Defendants should fail on their parts, the said Defendants desiring this Honble Court to be Copy of a Translate of a Writing said to be the Security Bond under date the Thirteenth Day of July One Thousand Seven Hundred and Eighty three, this Reference the Replicant says is the Most glaring in a Court of Judicature for in the first place it does not appear that the Original Writing is Signed by any person Whatever, and the Natives Witnesses Names are Seal thereto and the Date of the English Translate subscribed to said Bond Translated as near as can be from the Malabar Language by the Court Interpreter for Subsequent to the filing of the Bill of Complaint being the Seventh Day of July, One Thousand Seven Hundred and Eighty three the Replicant begs leave to Observe, that this formal Writing so Exhibited as Copy part of the Defendants Answer, and make a part of that Answer appears On the whole not fact to such Deed ever Existed, but is a Manufacture taken by the Defendants themselves, and introduced as a Deed Executing, to Establish their Defence an Act so very atrocious that the Replicant Submits it to the Consideration of this Honble Court, what Exemplary Punishment the Defendants merit, for the said Replicant Says, that the Security Bond or Obligation given by Mandampoore Venkatachellum under his Hand and Signature to the Replicant bearing date the Thirteenth Day of July in the Year One Thousand Seven Hundred and Eighty

Eighty

Eighty two, is now, and from the day of the date thereof has been and the
Possession of the Replicant and his Attorney formal Deed, than the pretended
One Exhibited by the Defendants in their joint and Seperate Answer, as
will appear, by a true Copy of the Translate from the Malabar Writing on
Paper hereunto Annexed for the inspection of this Honble Court and the
Original Ready to be produced when required. The said Replicant further
Says that upon comparing each of these Translate and Originals this
Honble Court will find a great and Essential difference for the Condition
of the Security Bond given to the Replicant was, that in default of the Defendants
Not paying off the Principal and Interest According to the Stated and
Limitted Times the Replicant was to prosecute them the Defendants in
this Honble Court and Receive the Money as they the Defendants Author-
ized the Replicant in their Bond or Obligation of the Thirteenth day of
July One Thousand Seven Hundred and Eighty two to the Replicant,
and on failure by them Methods Maundamporse Venca-
tacherayer Engaged and Promised to Account with the Replicant for
Such Principal and Interest as might remain due to the Replicant,
Under this Special Circumstance was this Security Bond or Obligation
Given, and no other, but when the Defendants procured that Security
Bond, which they mentioned in their Joint and Seperate Answer the
Replicant cannot tell, as he knows of no such Deed or Writing existing
Unless it was made by the Defendants themselves or some one procured
by their means, The Replicant begs leave of this Honble Court to observe
that this Suit now instituted by him against the Defendants is
Regular, and before and Ultimate Decision thereon the Replicant is
Intitled and bringing this Action against the aforementioned
Maundamporse Venacatacherayer these Facts being thus plainly
Stated and Shewn to this Honble Court and the Regard of the Replicant
evidently Shews the impropriety of the Defendants Joint and Seperate

Answer

Answer to the Replicants Bill of Complaint, and their Absurdity of their
Proffer of the Original Security Bond, which they the Defendants Say is in
their Possession, this Offer or proffer in Courts of Law Deed without Signature
of any kind never Executed or Delivered is a Contempt of every Regular
Proceeding in the Courts of Judicature and Attempt to impede Defiance of
Justice and Equity to Stop the Replicants proceedings in this Honble
Court for ajust Demand he has against the Defendants

The Replicant further Says, that he is much surprized at Begging
pleaded made Use of by the Defendants in their Joint and Seperate Answer,
That According to the Customs of India that the Security is considered as the
Person to whom the Creditor is to resort for payment because of the Possibe
distruction of such Security indemnifying himself against any Demand
that may be made in Consequence of his becoming Security, this Argu-
ment may be made in Consequence of this becoming Security, this Argu-
tion the said Replicant Says, is without any manner of foundation
and contrary to all Equity and Conscientiousness and the Laws, Usage,
and Customs of the several Nations and Places for the Receiving
of the Security whether the Creditor personally does not Exempt the Principal
from being Called upon at the Option of the Creditor, and left as is
otherways provided for, and the present instance before the Court,
before the Security can be called upon Security Maundamporse
Venacatacherayer and lastly antidating this pretended Discharge, when
in fact this last mentioned Writing was either Executed in July, or
the beginning of August in the present Year The Replicant in the
Most Solemn manner Says, and Alledges, that he has never Let
Carried the Amount Balance to the Account of the said Maundamporse
Venacatacherayer nor did there ever Subsist such Transaction such Altering
of the Defendants Accounts Entry between them as to Debit a Person for
for Payments of Cheques Payments and Drafts never to be made to the
Account for Set off against the Security Maundamporse Venacatacherayer But

Granted

Soon could Limit be Fixed to the Determination of a Suit to be brought against the Defendants in this Hon.ble Court first had and Obtained, The Defendants the Respondent Says have gone so far, and carried all Grounds of Probability by Endeavouring to Benefit and Take Advantage of their own Instruments Established by the Defendants in their Answer which this Court ought to have been a Plea in Bar, but Evaded on Account of the Penalty the Law inflicts if such Plea should have been Over Ruled

All which Matters and Things the Respondent is Ready and willing to Aver, Maintain, and Prove, as this Hon.ble Court shall direct and Humbly prays as in and by the said Bill of Complaint he hath Already prayed

Sam.l Bromley
Attorney for the Respt.

Translation of a Security Bond or Obligation Dated the 1st of Aug.t Months in the Year Called Soobakrondeer the 13th of July Anno Domini 1782

I Mardajooroy Venkatachunjee of Madras do give this Security Bond or Obligation to Tellycalah Cashewah Moodelier of the same Place, that is to say

Whereas Payetyparaly Venkiah and Mannumbadoo Moodeliar having this day granted and executed Your Bond for the Sum of Pagodas 1303½ being the Sum this said bond is Lilled to and to You for which the Sum of One Thousand five hundred and three Pagodas and one eighth of a Pagoda with Interest Indorsed as shall or may become due thereon after the Rate of 12 p.r Cent p.r Annum they have this day Mortgaged unto and by these Presents do Bind themselves and their Securities as follows One the 1st Instant 100 Pagodas, One the 20th Instant 300 Pagodas, On the 30th Ditto Rupees or 1st November Next 400 Pagodas

Pagodas, On the 30th Magalien or 9th January 400 Pagodas, and on the 30th March or 8th April 203½ Pagodas and the Interest, According to the said Limited Times they are to pay off the Money, and default of which You are to prosecute them in the Court and Recover the Money as they Authorize You in their Bond, that in Case You cannot Recover the Money by that Means I do hereby promise and engage to Answer and Reimburse You for such Principal and Interest as may remain due after Deducting what they may have paid You before that Time, I have Given and granted this Security Bond or Obligation by my Consent Witnesses Tyrumungoo Raumoo Pillay and Angalow Moodeliar Moodelliar by their Knowledge Drawn by Mugaral Cumarasamy

Witnesses (Signed) (Signed) Madajooroy Venkatachunjee

Tyrumungoo Raumoo

Angalow Moodeliar

A true Translation by Sonbaroyen Interpreter to the Court of Malabar

Language by Sonbaroyen Interpreter to the Court

(A true Copy) Sam.l Bromley
Att.y for Compt.t and Resp.t

Translation of a Declaration of Madajooroy Venkatachunjee to Tellycalah Cashewah Moodeliar Dated the 1st of Paralliayen Sonbakrondeer Year or 21st September 1783

I Madajooroy Venkatarayer do give this Declaration to Tellycalah Cashewah Moodeliar, that is to say

Whereas Payetyparaly Venkiah and Mannumbadoo Moodeliar having borrowed and Received of Myself Number Sum of One Thousand and five hundred and Odd Pagodas and given them a Bond for the Same, and have given them a Security Bond or Obligation for the Same, and have given them a Mortgage on the Revenues belonging to the Pagoda Villages they demanding to have the said Mortgage

Proceeded

Possible them, and if You cannot Receive the Money by that Time I shall
Answer and Account with You for the Remaint Principal and Interest which
may Remain due after Deducting what they may have paid them before
As You were pressing them to pay their Money According to the Time limitted,
they have Reason to Say You the Sum of Eight Hundred Pagodas being
for two Payments out of the Money Lowed them for Copper Purchased from
them, and Bring to them Your Receipts for the Same, According to I have
Paid You the Sum of Eight Hundred Pagodas by two different Times, and
Obtained Two Receipts, each for four hundred Pagodas and Delivered them
to Venkiah and Moodoo Modeliar, which Sums of Eight hundred Pagodas
I have charged their Account, the Remainder Seven hundred Pagodas and
Odd are the Debt as they have not paid You even after the Term was expired,
You have put them on Court Lutchea Cutwal, as I was Lending my self
at them on Account of the Clamours of my Creditors, since then I on July
Last this said Plaintiff by Venkiah Merchant Broker, and alledged as
follows For the Money Lowed Patrocia dumbarton say that they shall
Undertake to pay Interest and Get their Principal I have carried to them to
be Delivered over to me and this they Begged that I would Undertake to
Pay off Your Demand on them, and get their Bond delivered up and that
We should Enter into Agreement for that purpose, which I have Consented
In the Night of the said Day the said Venkiah came to my House with
Malabar Merchant, and Seven Cash and when I was ready to Sign
We have agreed Yesterday and Signed Now to Liquid Ac. I was ignorant
to the Knowledge of Malabar Language by Relying on their Assistant
I have Signed & Asked them to give me their Agreement, to be Answered
that I never Receive any Pay by promising to Deliver over to me the Next Day
any said Bond the Patrocia dumbarton have Assigned that this shall
Perform their Promise but to this Day I have neither brought and Delivered
to me the said Bond, nor given me the said Agreement, when I see in my Own
Have

I have Informed me this Day, that the said Venkiah and Moodoo Modeliar
have produced to the Court a paper Writing to be the Translation of and Agree
ment Sign Mine Professes said to have been granted by me to them
Specifying that I have on the 6th Day of October or the 20th April Received from
them and Ready Cash the Sums of Seven hundred Pagodas and Odd on the
Understand a Suit on Case of Failure of Payment on the part of the Principal
Upon a Suit on Case of Failure of Payment on the part of the Principal to
be first Instituted on this Honble Court against such Principal and after final
Decision and Non performance of the Decree then and not before the
Security Bond of Mandamgrove Venkiah chinagar to take place but there
the Ryot and Begs leave to Observe, the remaining and interest of the Defendants
Letter gives their sick hours Securely and annexed the Translation thereof to
their Answer, was Sworn to and Made the three Terms, Terms, and Conditions
incerted in the Real Security Bond or Obligation of a Copy Translation of which
is hereunto Annexed and of which they the Defendants to answer Appropriated
the Duties of the Executing Writ of the said Ryot and further says that on the
Morning they the said Defendants may have paid the Mandamgrove Venkiah
Merigo they the said Defendants may have paid the Mandamgrove Venkiah
Assignee in Consequence of this Security to the Ryot and the same Deceased
in the least to absolve their Responsibility to the Ryot and thereby become
the Principal Debtor their Debt to the Ryot and Case no such Money had
Come to the Ryots Hands Notwithstanding the same of the Security and the
Remainder the Ryot has a Right to call upon the Defendants for and
it will Appear by the two Copies of the Translation of the Receipts given
by the Ryot and whereby are annexed to the Defendants Answer,
That the several Sums therein Specified, were carried to the Credit of
the Defendants Bond to the Plaintiff by the Defendant in
their Answer to the Cutcha of Indian Language for which such
Custom or Usage is not known & the said Ryot to the Defendant
Assistance Part Admitted Sworn Interpreter examined by the Defendant Bar, by
Vaseon

Riasons and Means of the Inmates and Creditors Expressed in the Security Bond or Obligation produced by the Respondt

The said Respondt further Says, to the Assertions of the Defendants in their Joint and Separate Answer wherein they Say that they have paid unto the aforementioned Mandamgoose Vencatachierayer the full Amount and Principal and Interest due and owing upon their Bond to the Respondt, as appeared by a Copy Translate of a Discharge from the said Mandamgoose Vencatachierayer unto the said Defendants, which they the Defendants Say, bears date the Tenth of April in the present Year, One Thousand Seven Hundred and Eighty three, and which they have annexed to their Answer and the Original of which they Say was in their profession, whereby they the Defendants do Say and Charge, that the full Amount of their Bond to the Respondt had been Satisfied and Discharged by the said Mandamgoose Vencatachierayer, the Ballance thereof being carried to Account and Allowed for in the Accounts at that time Subsisting between the said Mandamgoose Vencatachierayer and the Respondt, and Reply to this Allegation the Respondt Says that this part of their Answer is false for the most unjust Transaction that could pass between men Disposed to do Evil, and Says and Charges to the contrary for the Respondt Says, that this Plea of the Defendants, as to a final Discharge by some Pretended Writing of the said Mandamgoose Vencatachierayer is quite New and Foreign, from any thing the Defendants had to offer before, and this Plea being inserted in the Answer, was the first time this the Respondt did ever made acquainted of the same, and how this Continuance came about, as he now Hand made enquiries concerning of the Respondts Bill of Complaint, Finds this Pretended Discharge is Ante Dated Purposely to Elude the Just Demand of the Respondt and Respondt further Says, that upon Reading of the Defendants Joint

Joint and Separate Answer he was Struck with Surprize and Astonishment, and being under great Perplexity for his Property, he applied to the said Mandamgoose Vencatachierayer at the particular time of what the Defendants had asserted Relative to the pretended Discharge, when the whole of the Defendants Management came out, and the same Replied with Equivocality - First, that the Writing was Antidated and made Previous to the Respondts Preferring his Bill of Complaint against the Defendants and next, that the Contents of the Writing was totally unknown to him or ever he Knew to them and that the whole of the Defendants Conduct in the whole and Last complicated with the Tenure and Conditions therein mentioned, Then the Respondt requested of the said Mandamgoose Vencatachierayer to Let down in Writing, what he knew of the Behaviour of the Defendants, the said Respondt requested of the said Mandamgoose Vencatachierayer to Let down in Writing, what he knew of the matter, and the same was done in the Gentoo Language of which the said Mandamgoose Vencatachierayer understood and dated the Twenty first day of September, One Thousand Seven hundred and Eighty three, and Signed the same in the presence of two Credible Witnesses, who have Seen and Signed their Names thereto the due Execution thereof, a Copy Translate thereof is hereunto Annexed for the Inspection of this Honble Court and the Original under the Hand and Signature of the said Mandamgoose Vencatachierayer Ready to be produced will more fully appear, the said Respondt further Says that from this Writing or Declaration appears, explained Explicit Refutation of the latter part of the Defendants Joint and Separate Answer, and Shews the falsehood of their Conduct and the Evasion of their management of the Ballance due and their Bond to the said Respondt, and Shews the real meaning and intention of the Defendants, they having Accounts with the Executor Mandamgoose Vencatachierayer and the Debtor to them, and which Is become a Debt they are Endeavouring to Evade their Demand thereto the Respondt, which by

Force

Rejoinder and Means of the Defendant

[illegible] Defendants joint Answer to the
Replication of the Plaintiff and for answer thereto, that the Defendants
Replication and the Account and Evidence therein, that the Defendants
have Discovery, Cautions and their first payment to have Receipts Signed by the
Replicant, But therein no Signature of the Replicant appears to the pretended
Discharge given by the said Mudaneyden Venkatachenayen the Security
Neither is there any Act or Deed of the Replicant that can Warrant such a
Discharge, The whole of these Transactions appears a Management of the
Defendants, and Evident proof from their Plea of the Security to be first Recorded
to, by the Cuckoos of Cudia, the Nest Selling up a false Deed as the Real Security
Bond, and the real as to the Discharge by carrying the amount Ballance to
the Replicants Account Current with the Security the Interest thereof which
is due to You from them Defendants
Ballance of Your Debt, I have neither Received from them a Cash, nor granted
them any Agreement in Chitteyer April Months, they have wrote a false
Agreement and defaunded and got my Sign'd Signed and their Months of
July, on this Account I have Received no Money, nor have You exchanged
any Account the Ballance they owe You, This is my true Declaration

Drawn and Signed by

Madapacoy Venkatachenayalow

Witnesses (Signed)
Tottycotah Arrogaun
Terooneneyood Rawman

A true Translation as near as can be from the Gentoo Language by
Sorbarey and Linnan Court Interpreter

(A true Copy) Jno. Brownley
Actg. for the Repts.

Filed 16th December 1780

The Rejoinder of Pattapatty Venkatiah and Nanambadoo Mondee Modelliar of Madrass Inhabitants Defendants to the Replication of Tottycottah Cottawatchi Mondelliar of the same place Inhabitant Complainant

The Defendants Now and at all times hereafter saving
and reserving unto themselves 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 Replication Contained, for Rejoinder thereunto or unto so much
thereof as these Defendants are Advised is Material or Necessary for them
to Rejoin unto, they do Rejoin and say that these joint and Separate Answers
to the Replicants Bill of Complaint and to the whole thereof
and the Things therein Contained are good, true, Certain and Sufficient in the
Law to be Replied unto and Answered in Manner and form as the same are therein
and hereby Set forth and Alledged and that the said Replication of the said
Complainant is very Uncertain, Evasive and insufficient these Defendants
do Aver that they are not Chargeable to the said Complainant
in the Sum of Eight Hundred and Sixty Pagodas
Twenty Six Fanams and Twenty three Cash Current Money of Madrass or in
any other Sum or Sums of Money whatsoever, Notwithstanding what
the said Replicant has in his said Replication hath alledged and set forth to the
Contrary for these Defendants Say that if any Debt such there is due and
Owing unto the said Replicant and Account of any of the Matters and Things
set forth and Alledged in the said Replicants Bill of Complaint that Such
Debt is Not due from these Defendants but from Mudaneyden Venkata-
chenayen who, on that Day and Year mentioned in the said Bill these
Defendants joint and Separate Answer to the same do Severally and respectively
Refer the said

Replicant

Price of Management that Replicant will find convenient nor has he any Thing to do with, neither was it in the power of Illisaid Security Maudampooroe Venca Tacherayer to discharge the Defendants from their Bond or Obligation to the Replicant, without his Consent, and so obvious this is, that the Defendants have shewn very cautious in their first payment to have Receipts Signed by the Replicant, but there is no Signature of the Replicant appears to the pretended Discharge given by the said Maudampooroe Venca Tacherayer the Security Neither is there any Act or Deed of the Replicant that can Warrant such a Discharge, the whole of this Transaction appears a Management of the Defendants, and Evident, first, from their Plea of the Security to be first Recorded to, by the Customs of India, that Mad Telling up a false Deed as the Real Security Bond, and the next, as to the Discharge, by carrying the amount Ballance to the Replicants Account Current with the Security the Interest thereof included is due to You from them, wherefore I do declare by Declare that on Receipt of the Debt, I have neither received from them a Cash nor granted them any Agreement in Chittagong for April Months, they have wrote a false Agreement and defrauded and got my Signature Dismissed this Month of July, on this Account I have Received no Money, nor have You charged in my Account that Ballance they owe You, this is my true Declaration

Drawn and Signed by

Madapooray Venca Tacharayaloo

Witnesses (Signed)
Tolliyealah Armagaan
Veroonenayood Rauman

A true Translation as near as can be from the Gentoo Language by
Sobanaya and Lawaen Court Interpreter

(A true Copy) Chas. Brownlow
Atty. for the Replt.

Filed 16th December 1780

The Rejoinder

of Paitayalty Venkatier and Maruvanibadoo Moodeo Modelliar of Madras Inhabitants Defendants to the Replication of Tolliyealah Casbawala Modelliar of the same place Inhabitant Complainant

These Defendants Now and at all Times hereafter saving and reserving unto themselves 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 Replication Contained, for Rejoinder Answereth and saith these Defendants are Advised it is Material or Necessary for them to Rejoin unto, Many to Rejoin and Say that these joint and Separate Answers and these Defendants Bill of Complaint and to all and Singular the Matters and Things therein Contained are good, true, Certain and Sufficient in the Law to be Replied unto and answered in Manner and form as the same are therein and hereby Set forth and Alledged, and that the said Replication of the said Complainant is very Uncertain, Evasive and insufficient these Defendants do not nor Many of them do admit truly and truly and stand Charged with the said Replicant in the Sum of Eight hundred and Sixty Pagodas Twenty Six Fanams and Seventy three Cash Current Money of Madras or in any other Sum or Sums of Money whatsoever, Notwithstanding what the said Replicant has in his said Replication Alledged and Set forth to the Contrary for these Defendants Say that if any Debt which he says is due and Owing unto the said Replicant and Account of any of the Matters and Things Set forth and Alledged in the said Replicants Bill of Complaint and that Such Debt is Not due from these Defendants but from Maudampooroe Venkata Tacherayer who, on the Day and Year mentioned in the said Bill of these Defendants joint and Separate Answers Departed this Life Intestate

Replicant

Replicant for these Defendants for the payment of the Amount of these Defendants Bond to the said Replicant in consequence of which, and agreeable to the Custom invariably observed amongst Indian Natives when a third person becomes Security for the payment of Money, these Defendants paid into the Hands of the said Maudayoore Vencatachanayer the full Amount of the said Replicants Demand, for the Recovery of which, by the said Replicant, agreeable to the Terms of the Security Bond, also mentioned in these Defendants joint and Separate Answer, and the Custom of Indians in these cases invariably observed and adhered to, ought the Amount to the said Maudayoore Vencatachanayer of the Demand that was in the first Instance against them these Defendants

Further Say, that the Business of the said Replicants conduct in Charging these Defendants in the Allegations to be inserted in the Bill Exhibited in this Honble Court evidently be equalled by the Criminality of this, the said Replicant, behaviour in destroying or withholding the Original Security Bond given and Granted by the said Maudayoore Vencatachanayer at the same time and Execution of a fresh Bond of a different Tenor and Purport, which by the said Replicant, by fraud cunning and Designation all Mention of from the said Maudayoore Vencatachanayer since the filing of these Defendants Joint and Separate Answer, and upon their Examination at the Original Bond with a View of imposing upon this Honble Court and thereby procuring them to grant a Decree against these Defendants, for more than what the said Replicant, does or can justly demand of these Defendants, as expressed in the Original Security Bond above mentioned, and to which Bond there is an Error in the Year which ought to have been right by these Defendants said joint and Separate Answer these Defendants further say that the Bond granted by these Defendants to the said Replicant and the Receipt granted by the said Maudayoore Vencatachanayer to the said Replicant were drawn out at the same time and by the same Person under the Direction and at the express Instance of the said Replicant,

who sent the same to these Defendants to be executed, which these Defendants took Copies thereof, but through Ignorance or inadvertency omitted the Witnesses Names, and then sent the same to the said Maudayoore Vencatachanayer, who, after executing the Security Bond, sent both Bonds together to the said Replicant. These Defendants further Say, that after these Defendants had Perused the said Replicants said Replication, these Defendants prayed Over of the Exhibits, Translations whereof, are herewith Annexed, which not being complied with, complained to these Defendants the Corruptness of the said Replicants conduct, which will appear evident to this Honble Court upon the bare Inspection of the Bond granted by these Defendants, and the pretended Security Bond of the said Maudayoore Vencatachanayer Produced by the said Replicant and Annexed to the said Replication, which said Papers are in different hand Writings and different kinds of Paper, whereas these Defendants say, and will prove to this Honble Court, that the said Maudayoore Vencatachanayer was Written by the same person who wrote the Bond granted by these Defendants to the said Replicant and upon the same kind of Paper. These Defendants further Say, that after these Defendants had filed their Joint and Separate Answer in this Honble Court the said Replicant sent the said Maudayoore Vencatachanayer to these Defendants to Request that the proceedings on their Suit might be Stopped for fourteen Days, and that the said Replicant, would Settle Matters with these Defendants in a Friendly manner and withdraw his Suit out of this Honble Court, which being Acceded to by these Defendants the said Replicant instead of Settling Matters as he proposed with these Defendants availed himself of the proposal granted for that purpose to Tamper with and Endeavour to buy over the said Maudayoore Vencatachanayer, but not being able to Accomplish his Designs in that Manner the said Replicant, laid Accusations against the Monies, Remittances &c. drawn against and Received by the said Maudayoore Vencatachanayer for the Ballances of the

Accounts

Accounts Subsisting between them and the said Respondent, unless he the said Mandayoore Venkatachaarayer would Agree that the Money, which had been paid on Account of the Defendants, should be struck off and credited to him, the said Mandayoore Venkatachaarayer, in such Account, and grant a fresh Security by Bond of the same Date but of a different Tenor and Purport, in order to enable them the said Ryotiant to recover the Ballance due upon the Defendants said Bond from these Defendants, and in order to induce the said Mandayoore Venkatachaarayer to comply with the Request of the said Ryotiants, upon Venkatachaarayer's promising to grant them the said Ryotiants Two Years Indulgence for the payment of the Ballance which Appeared to be due to the said Ryotiant. These Defendants further say, that the said Mandayoore Venkatachaarayer being tempted by the Views and Allurements by the promises of the said Ryotiant, Accorded to the same Date with the former, but of a different Tenor and Purport, calculated to Answer the Designs of the said Ryotiant for the effectual Accomplishment of which they the said Ryotiant, always waited upon the said Mandayoore Venkatachaarayer to Legal the Declarations annexed to the said Ryotiants said Replications the whole of which was dictated by the said Ryotiants Counsel learned in the Law for the better Information of this Honble Court, after which the said Ryotiant advised the said Mandayoore Venkatachaarayer either to abscond from this Settlement or to Conceal himself as Process was being entered against him by these Defendants further say, that the Custom observed by Sundaram Pillay who has frequently prevailed upon himself to Attend Process in this Honble Court, in all Processes, who had given Security for the Ryotiant, for the Amount of the Decree, and for the Ryotiant to Surrender himself in Execution of the Decree, and in case of Default of the Ryotiant,

Pray as in and by Thine said Joint and Separate Answer they have already Prayed

Thomas Jones
Attorney for the Defendants

Witnesses
Madanyporse Vencatachenayen
Tuvvarenanniyen Rammand
Ayabee Moodee
Tellycallah Annagaun

Interrogatories to be put to the Witnesses to be Produced Sworn and Examined in a Certain Cause Depending in the Court of the Mayors Court at Madraspatnam Wherein Telly Calley Cavandy Moodelliar of Madraspatnam Merchant Complainant And Pardigally Vinchen and Muna subadee Moodee Moodelliar of Madras Merchants and Partners Defendants

By Order of Court Dated the Twenty Eighth October One Thousand Seven Hundred and Eighty three

On the part and Behalf of the Complainants

Interrogatory 1st. Do You know or do You Believe or have Heard the Parties Complainant and Defendants in the Title of this Interrogatories Named in all the Witnesses Yea, How long have You known them or either and which of them and for what Reason Declare

Madanyporse Vencatachenayen 2d. Look on the Paper Writing with this Mahratta Language Marked A. N. 1. Now Produced and Shewn to You and Declare the Intent of Your Examination, Purporting to be a Security Bond or Obligation from You to the above said Complainant, Was or no Writing Signed and Delivered by You and the Witnesses of this Persons, whose Names are thereto Subscribed as Witnesses, and in Your Name thereto Set and Subscribed as Your Own Proper Hand Writing, if Yea Declare the Reason and Cause You do Know and believe

Madanyporse Vencatachenayen 3d. Look upon the Paper Writing with the Canton Language Marked B. N. 2. Now Produced and Shewn to You and the Contents of Your Examination

(29)

Examination Purporting to be a Declaration by You Made Relative to the Matters in Dispute between the above said Complainant and Defendants for Your Name thereto Set and Subscribed of Your Own Proper Hand Writing or by whom Else Declared and Set for the and Whether You declared Such paper Writing to be Your Own Act and Deed and Whether the same was done in the Presence of such persons, who have Set and Subscribed their Names as Witnesses to such Declaration or how otherways particularly Set forth and Declare

Ditto 4th. Do You know or do You not know whether the said Defendants did or did not borrow and Receive of the above said Complainant, the Sum of One Thousand Five Hundred Pagodas, or what other Sum and when and at what Time and where, And whether they the said Defendants did or did not give Such Bond or Obligation to the Complainant, and under what Date as You Set forth the same and whether You did or did not Enter into and Give unto the above said Complainant, the Bond or Obligation so Marked A. N. 1 Now Shewn You, or any other Bond or Security by agreed upon, by and between the Complainant and Defendants, and Whether You did or did not Advance and pay unto the Complainant, any and what particular Sum and Sums of Money on when, on their particular Account, and whether such Summs were not Sums of Money due and Owing from You to the Defendants on Account of Some Trade and Dealings by and between You and the Defendants, And whether Merchandize Sold by and between You and the Defendants, And whether You did not take Receipts from the Complainant, and what You do with the Same, and whether You have or have not discharged the Complainant of the Same, and whether the Defendants Bond to the Complainant, was not upon full Account of the Defendants Bond or Security Bond or Obligation by You Entered into for Account of the Defendants particularly Set forth and Declare to the best of Your Knowledge Remembrance and Belief

Madanyporse Vencatachenayen 5th. Did You or Did You not at any Time or Times and Give any Writing Deed or Instrument unto the above said Defendants, If Yea, What was the Date of such Writing and on what Day did You Sign and Seal and Whether

Pray as in duty bound

Thomas Jones
Attorney for the Defendants

Witnesses
Madanyposse Vencatacheravayer
Tuvvoruvvuniyer Ramnaid
Ayabar Mendor
Tellycallah Amugam

Interrogatories to be put to the Witnesses to be produced Sworn and Examined in a Certain Cause Depending in the Court of the Mayors Court at Madraspatnam Wherein Telly Callay Canavala Modelliar of Madraspatnam Merchant is Complainant And Pardygally Venkiah and Mawnbador Mendor Modelliar of Madras Merchant and Inhabitant are Defendants

By Order of Court Dated the Twenty Eighth Day of June One Thousand Seven Hundred and Eighty Three

On the part and behalf of the Complainant

Interrogatory 1st. Do You know or do You Believe or Have Heard the Complainant and Defendant in the Title of these Interrogatories Named if so How long have You known them or either and which of them Declare

Madanyposse Vencatacheravayer } 2d. Look on the Paper Writing now shewn You Marked A. No 1. Now Produced and Shewn to You at the Time of Your Examination Purporting to be a Security Bond or Obligation from You to the above said Complainant Are or Is the Writing Signed and Delivered by You and the Persons of the Persons whose Names are thereto Subscribed as Witnesses and in Your Name thereto Set and Subscribed of Your Own Proper Hand Writing if Yea Declare whether or not You do Know and believe

Madanyposse Vencatacheravayer } Look upon the Paper Writing now shewn You Marked B. No 2. Now Produced and Shewn to You at the Time of Your

Examination Purporting to be a Declaration by You Made Relative to the Matters in Dispute between the above said Complainant and Defendants in Your Name thereto Set and Subscribed of Your Own Proper Hand Writing or by whom Else Declared and Set forth and Whether You declared Such papers Writing to be Your Own Act and Deed and Whether the Same was done in the Presence of such persons who have Set and Subscribed their Names as Witnesses to such Declaration or how otherways particularly Set forth and Declare

Ditto 4th. Do You know or do You not know whether the said Defendant did or did not borrow and Receive of the above said Complainant Three Sums of One Thousand Five Hundred Pagodas or what other Sum and when and at what time and where And whether they the said Defendants did or did not give Bond or Obligation to the Complainant and under what Date if Yea Set forth the Same and whether You did or did not Enter into and give unto the above said Complainant the Bond or Obligation if Marked A. No 1. shewn You as aforesaid and for the Payment of Money by the Defendants and Whether You did or did not Assent and pay unto the Complainant any and what particular Sum and Sums of Money and when on what particular Account and whether such Payments were not Sums of Money due and Owing from You to the Defendants on Account of Some Trade and Merchandize Dealt by and between You and the Defendants And whether You did not take Receipts from the Complainant and what You did with the Same and whether You have or have not Discharged the Complainant of the Full Amount of the Defendants Bond to the Complainant as well Against Discharge of the aforementioned Security Bond or Obligation by You Entered into for Account of the Defendants particularly Set forth and Declare to the best of Your Knowledge Remembrance and Belief

Madanyposse Vencatacheravayer } 5th. Did You or Did You not at any time make and Give any Writing Deed or Instrument unto the above said Defendants if Yea What was the Date of such Writing and on what day did You Seal and Deliver the Same and Whether

Whether the same was done as Your Act and Deed, and Whether You was or was not acquainted with the Contents of such Writing, Particularly Set forth and Declare, to the best of Your Knowledge Remembrance and belief, and the whole You know touching or Concerning the same

Teroonemeyoor Rauman Arjalan Mogdoo } 6th ... Did You See the Paper Writing in the Malabar Language now Produced and Shewn to You at this the time of Your Examination Marked No. 1. Signed and Delivered and by whom, and Whether in and Your Name, and the Name or Names of the other person, Set as Subscribing Witness thereto of Your and their respective Hand Writing, and Whether You are or are not acquainted with the Contents thereof, and the Nature and Manner of the Inducement the Entering into and giving over of the said Malabar Writing unto the said Complainant

Tellycatta Kolloan Pyan Teroonemeyoor Rauman ... } 7th ... Did You See the Paper Writing in the Country of Your Examination Marked No. 2. Signed and Delivered and by Whom, and Whether in Your Name and the Name of the other person, Set as Subscribing Witness thereto, of Your and their respective Hand Writing, and Whether You are or are not acquainted with the Contents of such Country Paper Writing, and Whether You are or are not acquainted with the Subject Matter of the Matter in Variance between the said Complainant and the above said Defendants, and what You know of the same, and how You became acquainted therewith, Particularly Set forth and Declare to the best of Your Knowledge Remembrance and belief and the Reasons that induce You to such belief

Swallathe Witnesses } 8th and Last ... Do You know of any other matter or things or Incident You have or can Depose Set forth touching the Matters in question in this Cause that may tend to the benefit and Advantage of the above said Complainant, Besides what You have been before Interrogated unto if Not Declare the same fully and at Large as if You had been thereunto particularly Interrogated

Sol.r Browne
Attorney for the Complainant

Translation of a Security Bond or Obligation Dated the 1st of Augt. Month in the Year Called Sarbahirondu or 13th of July Anno Domini 1782

I Mandapoory Venkatachanyer of Madras do give this Security Bond or Obligation to Tellycatta Cothwal Modeliar of the same place that is to say

Whereas Payely granty Vuthier and Maniembadoo Modeliar Modeliar having this day granted and executed Your a Bond for the Sum of Pagodas 3,037 1/2 being the Sum they stood Indebted unto You for the Sum of One Thousand four hundred and Three Pagodas, and Average the 1/2 Pagoda with Interest as shall or may become due thereon after the Rate of 12 p.r Cent p.r Annum they have bound themselves and by this said Bond to pay off and discharge as follows, Out the 1st Instant 100 Pagodas, Out the 20th Instant 300 Pagodas, Out the 30th Augusty or 9th November next 400 Pagodas, Out the 30th Margaley or 9th January 400 Pagodas, and out the 30th Maussy or 9th March 303 1/2 Pagodas and the Interest, According to the said Limitted Time they are to pay off the Money and so forth in Default You are to prosecute them in the Court and recover the Money, or any Rathereof You stand their Bond, that in Case You cannot Recover the Money by that means, I do hereby promise and engage to Answer and Account with You for such Principal and Interest as may remain due after Deducting what they may have paid You before this Time. Have accepted and granted this Security Bond or Obligation and by my Consent Witness Tamaranungoor Ramanoo Pillay and Ramalinga Moodeliar Moodeliar by their knowledge

Drawer

Drawn by Magarel Cenaanassamy

Signed Madapooray Venkatachamyler

Witnesses Signed
Tiroomanyoor Raumaun
Ayyalour Mordor

Where Translations as near as can be form the Copy of Malabar
Language Sobaasoyaam
Interpr.

This Exhibit Marked A. N.1. was shewn to Tiroomanyoor Raumaun and Ayyalour Mordor at the respective times of their Examination before me on the Part of the Complainant in a Cause Depending in the Hon.ble the Mayors Court at Madraspatnam wherein Lolly Cala Cachiwala Moodelly is Complainant and Parlapaty Venkiah and Manaambadoo Moodelly are Defendants on the 29th Day of March Anno Domini 1784.

O. Colt
Examiner

Translation of Declaration of Madapooray Venkatachamyalor to Lollycalah Cauvala Moodeliar Dated the 4th of Parallagy in Sorbakandon Year 21st September 1783

I Madapooray Venkatayer, do give this Declaration to Lolleya Calh Cauvala Moodeliar, that is to say

Whereas Payalpaudy Venkiah, and Manaambadoo Moodelly Moodeliar having borrowed and Received of You the Sum of One Thousand and five hundred and Odd Pagodas and executed their Bond for the Same, and Shave given You a Security Bond Specifying "that in Case they dont pay off the Money According to the time Limitted, You are to Prosecute them, and if You cannot Recover the Money by that Means, I shall Answer and Account unto You for the Amount Principal and Interest what there may Remain due after Deducting, what they may have Paid them before, As You was pressing them to pay the Money According to the

(33)

the Time Limitted, they have desired me to Pay You the Sum of Eight hundred Pagodas (being for Two Payments part of the Money Loaned them for Cyger purchases from them) and bring to them Your Receipts for the Same, Accordingly I have paid You the Sum of Eight hundred Pagodas by Two different times, and obtained Two Receipts each for four hundred Pagodas and delivered them to Venkaiah and Moodelly Moodeliar, which Sums of Eight hundred Pagodas I have charged in their Account, the Remainder Seven Hundred Pagodas & Odd with Interest as they have not paid You according to the Bond was required, You have exhibited them in Court for the Interest, as You was bringing me all that Remains Account of the Clamours of many Creditors I was Visiting me all that Remains Account of the Clamours of many Creditors Same time in July last the said Payalpaudy Venkiah came to my House and Alledged as follows "For the Money Loaned Balance due unto Lolly Calh they shall Undertake to pay him and get the Bond I have executed to him to be delivered Over to me, and he has begged that I should Undertake that Misfortune Unwritten Agreements for that purpose, whereto I have Consented, for their Right of Interest at Pay the said Venkiah came to my house with Several Malabar Writing curadeans Cadjans, whereto the said I was to the purpose Mr. have agreed Yesterday, and desired me to Signit, as I was ignorant of the Knowledge of Malabar Language, by telling in his Absentees I have signed it, Sealed and Signed me this Agreement who Answered that it was necessary by Promising to Deliver over to me on the Next May, and said Bond to Balavendumbacharry I have to tell that he shall pay from this Time, but to this Day, he has neither Interest and Deliver the said Bond as per the said Agreement, he Intends so as You have in formed me that Day, that the said Venkiah and Moodelly Moodeliar have just now been to the Court, a paper Writing to be Mr. Lowndes and part Agreement Sir Thomas Rumbold, said to have been given and Sealed by me to them Specifying "that I am not to Pay Either of the Cyger Broad Loaves Thousand Ready Cash, the Sum of Seven hundred Pagodas and Odd with the Rest

Entered

Interest Thereof (which Debt he Saith He Verily Believes Them) whereforce I do hereby Declare that on Account of the Ballance of Your Debt, I have neither Received from them a Cast nor granted them any Agreement but Chittery or April Month the May have Wrote a false Agreement and Defrauded Him and got my Sign Signed in the Month of July — on this Account I have received no Money nor have Your charged Pindury Account the Ballance they owe You, this is my true Declaration Drawn and Signed by —

Madayapoy Venkatacharyaloo

Mone[illegible] Signed
Tellecatah Arrayaguen
Tyrumenny yore Rammen

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

Soobarayan
Interpr[illegible]

This Exhibit Marked B. N.2 was Shewn to Tyrumenny yore Rammen and Tellycatah Arrayaguen at the Respective times of their Examination before me on the Part of the Complainant in a Cause depending in the Mayor's Court at Madrapatnam wherein Tellycatah Cachawah Mudeliar is Complainant and Pattypally Venkiah and Mannambadoo Mudoo Mudelliar and Defendants on the 29th and 30th Day of March Anno Domini 1784

Steven Catt
Examiner

Mayor's Court at
Madraspatnam

Between Tellycatah Cassavah Mudelliar of Madrapatnam Merchant Complainant and Pattypally Venkiah and Mannambadoo Mudoo Mudelliar of Madras Merchant and Inhabitant Defendants

On the Part of the Complainant

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

Jun

Tyrumenny yore Rammen of Madras Cannopoly Aged 1022 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 29th Day of March 1784 Sworn to Interpret at this Office of Mr Stephen Popham in his Attorney for the Defendants by Pattypally Sowcar to be also Interpreter of the Name Title and Place of Abode of the said Deponent and Interpreted 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 Tellycatah Cassavah Mudelliar in this Cause and that he hath so known for Fifteen Years — and that he doth know the Defendants Pattypally Venkiah and Mannambadoo Mudoo Mudelliar in this Cause and that he hath to known them four or Twelve Years and answers Saith Direct to this Interrogatory —

6th ——— To the Sixth Interrogatory this Deponent Saith that the Paper writing in the Malabar Language now produced and Shewn to him at the Time of his Examination Marked A. N.1 was signed and delivered by Madayapoy Venkatacharyloo and that the Name and Surname of the other Persons Subscribing Witnesses thereto is of their Deponents and their respective Hand Writing and this Deponent saith that Madayapoy Venkatacharyloo gave the Obligation Marked A. N.1 to the Complainant on Account of a Balance that was due to them from the Defendant in this Cause and this Deponent saith that he doth not know the Reason that induced Madayapoy Venkatacharyloo to give the said Malabar Writing to the said Complainant — and more Saith Not to this Interrogatory

7th ——— To the Seventh Interrogatory this Deponent saith that the Paper writing in the Gentoo Language now produced and Shewn to him at the Time of his Examination Marked B. N.2 was signed and delivered by Madayapoy Venkatacharyloo and that the Name and the Surname of the other Persons Subscribing Witnesses thereto is of their Deponents and their respective Hand Writing and this Deponent saith that he doth not Recollect the Contents of the said Gentoo Paper Writing and that he is not

Not Acquainted with the Subject Matter or Matters and Variance between the Complainant and the above said Defendants And Answers Saith not to these or the Last Interrogatory

Oliver Colt
Examined

Mayors Court at
Madraspatanam

Between Tellycalley Canavah
Mondelliar of Madraspatanam Merchant
Complainant and Pastypatty Venkiah and
Manambadan Mondee Mondelliar of
Madras Merchants and Inhabitants
Defendants

On the Part of the Complainant

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

Ayalon Moodon of Madras Penn Aged 57 Years or thereabouts being produced as Witness in this Cause On the Part of the Complainant was on the 27th Day of March 1784 Signified at the Office of Mr Stephen Lloyd in whose Attorney for the Defendants by Ridua a Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as follows Viz

6th In. — To the first Interrogatory this Deponent Saith That he doth know the Complainant Tellycalley Canavah Mondelliar in this Cause and that he hath been known unto this Deponent Sixty Years or thereabouts and that he doth know the Defendant Pastypatty Venkiah in this Cause and that he hath been known unto this Deponent Years or thereabouts and that he doth also know the Defendant Manambadan Mondee Mondelliar in this Cause and that he hath been known unto this Deponent Thirty Years or thereabouts and more Saith not to this Interrogatory

6th In

6th In. — To the Sixth Interrogatory this Deponent Saith That he doth know that Paper writing in the Malabar Language now produced and shewn to him at the time of this Examination Marked A N.1 Signed and Delivered by Madapoosy Venkatacharyler and that the same and Manner of his Subscribing Witnessing thereto is of this Deponents and the other Persons respective hand Writing and this Deponent saith That the Defendants are indebted to the Complainant One thousand five hundred and Odd Pagodas and that the reason why he knows Madapoosy Venkatacharyler is member and gives this said Malabar writing to the Complt Answering to some Dealing which he had with the Defendants in this Cause and Saith not to this Interrogatory

To the Last Interrogatory this Deponent saith That he doth not know any other thing touching the Matters in Question that can tend to the benefit or advantage of the Complainant in this Cause more than he hath already set forth And more Saith not to this Interrogatory

Oliver Colt
Examined

Mayors Court at
Madraspatanam

Between Tellycalley Canavah
Mondelliar of Madraspatanam Merch
and Complainant and Pastypatty Venkiah
and Manambadan Mondee Mondelliar
of Madras Merchants and Inhabitants
Defendants

On the Part of the Complainant

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

Tellycalley Annagaun of Madras Merchant Aged 52 Years or
thereabouts

Thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 30th Day of March 1734 Examined at the Office of Mr Stephen Popham who is Attorney for the Defendants by Interpretation of My Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as follows viz

1st to the first Interrogatory this Deponent saith That he doth know the Complainant Dolly alias Casavah Mordellian in this Cause and that he has also known him forty Years or thereabouts and that he doth know the Defendant Baiteganty Venkiah in this Cause and that he hath so known him ten or twelve Years and that he doth also know the Defendt Manambador Mordo Mordellian in this Cause and that he hath so known him thirty Years or thereabouts and more Saith not to this

Interrogatory

7th to the Seventh Interrogatory this Deponent saith That the Paper Writing in the Gentoo Language now produced and shewn to him at this the time of this Examination Marked B. N.o 2 was Signed and Delivered by Madapoosy Venkatachary also to the Complainant Dolly alias Casavah and this Deponent saith That he knows and the Name of the other Person said as subscribing Witness to the Execution of this Deponents and his respective hand writing and this Deponent saith That the Paper writing in the Gentoo Language he knows to be a Declaration given by Madapoosy Venkatachary also to the Complt.a of what passed between him and the Defendants and this Deponent further saith That he knows the Defendants in this cause were and stood Indebted to the Complainant Seven hundred and Odd Pagodas and That there Disputed and Questioned arose from the Defendants setting forth that they had paid the above Sum to Madapoosy Venkatachary also and received

Receipts for the same and when the Complainant Questioned the said Madapoosy Venkatachary also for the said Balance he denied having received any Sums of Money which arose from the Defendants And this Deponent Saith after this the Complainant demanded a Declaration from Madapoosy Venkatachary also of what passed between him and the Defendants which was accordingly granted him and is the Paper writing Marked N.o 2 in this Cause and More saith Not to this or the last Interrogatory

Oliver Colt

Examiner

gave 232 years

Interrogatories to be Administered to Such Witnesses as shall be produced Sworn and Examined on the part and behalf of Baiteganty Venkiah and Mannambador Mordo Mordelly in a Cause now at Issue in the Honble the Mayors Court at Madraspatnam wherein Dolly alias Casavah Mordellian is Complainant and the said Baiteganty Venkiah and Mannambador Mordo Mordelly are Defendants

For all the Witnesses

1st Do You know the Parties Complainant and Defendants in the Title of these Interrogatories named or either and which of them, how long have You known them or either and which of them and for the Particulars at Large According to the best of Your Knowledge Remembrance and Belief and the Truth Declare

Chilla Loobien & Vencatadreddy

2d Look at the Cadjan Writing now Exhibited and shewn to You at this the time of Your Examination Marked A. N.o 1 and the Name Venkatachandoo and Libanee Pattamdo to be of the proper hand writing of the said Madapoosy Venkatachary also and the Name Chilla Loobien

Seshiah and Venkata Reddy if Your Projection be and do writing to J. Yea. by whose Request and Desire did You do Write Sign & Witness and Declare

Venkata Reddy
Tammiah } 3d. Do You know or do You not know one Madapooosey Venkata-chaelos giving a Security Bond to the Complainant and the Tenor of those Interrogatories Named If Yea upon what Account was the same so given Was or was not the Bond given by the Defendants written and witnessed by the same persons and persons who drew and witnessed the Security Bond which was given by the said Madapooosey Venkatachaelos and was drawn and also written and executed at the same time who wrote and Witnessed the said Bond of the Defendants and the Security Bond of the said Madapooosey Venkatachaelos Declare

Venkata Reddy
Appiroo Chetty } 4th. Was You or was You not present when Madapooosey Venkatachaelos Came to the Defendants and the Tenor of those Interrogatories Named or which of them and Declare that the Complainant had drawing Securities to the Defendants with the Ballance of the Sum due by the Defendants to the Complainant If Yea did or did not the Defendants in Consequence pay and discharge the Ballance due by them to the Complainant the said Madapooosey Venkatachaelos and Was or was not a Discharge given in Consequence by the said Madapooosey Venkatachaelos to the Defendants did or did not the said Madapooosey Venkatachaelos declare to You that the Complainant did after having the Defendants in Court Compell them to Sign to such Security Bond which they had got prepared for that purpose and upon their refusing to do so was threatened to be sued in this Court for the Sums due by them to the Defendant and did or did not the said Madapooosey Venkatachaelos tell You that he did Sign the same If Yea what was the Reasons the said Madapooosey Venkatachaelos and the Complainant pressed them to Sign the said Security Bond Declare

Aiechaelos

Aiechaelos 5th. Do You know or do You not know of One Madapooosey Venkata-chaelos giving any Security Bond to the Complainant for Account of the Defendants If Yea do You or do You not know of the said Madapooosey Venkatachaelos having paid any money and how Much to the Complt on Account of the Defendants and did he or did he not receive any and what Sums from the Defendants towards paying off the Demand of the Complainants and did he or did he not pass any and what Sums to his Debt with the Complainant in order to clear off the Debt due by Defendants If Yea how came You to know these above Matters Declare

Madapooosey
Venkatachaelos } 6th. Did You or did You not give a Security Bond to the Complainant for Account of the Defendants Was or was not such Security Bond written and executed at the same time with the Original Bond of the Defendants to the Complainant who wrote the said several Bonds and who witnessed them did You receive any and what Sums of Money from the Defendants towards paying off the Complainant, and did You pay the whole of such Monies to the Complainant or what part, and how did You settle with the Complainant respecting the Defendants

To Ditto Did or did not the Complainant apply to You to Sign a Declaration respecting the Transactions between the Complainant the Defendants, and You or if so also a Friend Security If Yea when and Where did You Sign the same Were they or were they not Signed at the same time, and since the Commencing of the present Suit If Yea, How any and what Force used to Oblige You to Sign the said Declaration Refer the whole fully

To all the Witnesses } Do You know of any other matter or thing or have You heard or can You say for or any thing touching the Matters in Question in this

this Cause that may Tend to the benefit or Advantage of the Defendant if Yea declare and Set forth the same and each and every particular Relative thereto as You know have been informed or do believe With the Reasons of such Your knowledge Information and belief as fully as if You had been thereunto Particularly Interrogated —

S. Popham
Attorney for the Defendants

[illegible]

This Cadjan Exhibit Marked A. N. 1 was shewn to Vencata Reddy at the time of his Examination before me on the Part of the Defendants in a Cause depending in the Honble the Mayor's Court at Madraspatnam Wherein Tottycalla Cashevah Moodelliar is Complainant and Bactepauty Venkeah and Manembadoo Moodoo Moodelly are Defendants on the first day of May Anno Domini 1784 —

Oliver Colt
Examiner

Mayor's Court at Madraspatnam

Between Tottycallah Cashevah Moodelliar Complainant and the said Bactepauty Venkeah and Mannambadoo Moodoo Moodelly Defendants —

On the Part of the Defendants —

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

Vencata Reddy of Madras Merchant Aged 32 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendants was on the 1st Day of May 1784 Signified at the Office of Mr Charles Bemley who is Attorney for the Complainant by Kistnah my Servant was also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth —

1st - - - - To the first Interrogatory this Deponent saith that he doth know the Complainant Tottycallah Cashevah Moodelliar in this Cause, and that he hath so known him ten or fifteen Years and that he doth know the Defendants Bactepauty Venkeah and Mannambadoo Moodoo Moodelly in this Cause, and that he hath so known them ten Years or thereabouts and

said Moore Sattheneden to the Interrogatory

2d ——— To the Second Interrogatory this Deponent saith the paper shewing the Writing was Exhibited and Shewn to him at the time of his Examination Marked A. No 1 that the name Venkatachaloo set and subscribed thereto is of the proper hand writing of the said Madapooosy Venkatachaloo, and that Names Chella Soober and Venkata Reddy one of this Deponent and this Deponents respective hands writing And that they subscribed the same at the Desire of Madapooosy Venkatachaloo and the Defendt in this Cause and more as to the rest to this Interrogatory

3d ——— To the third Interrogatory this Deponent saith, that the said Madapooosy Venkatachaloo giving a Security bond to the Complt mentioned in the Bill of this Interrogatories named and that the same given and Account of the Debt due from the Defendants to the Complainant and that the bond given by the Defendants to Plaintiff and Witnessed by this Deponent who does not know Madapooosy Venkatachaloo and was also witnessed and executed at the same time and that it was Uyendah Ranga Dias and who wrote and Malaca Venkatachala Modelly and by Lattanna Modelly who witnessed the said Bond by the Defendant and the Security Bond of the said Madapooosy Venkatachaloo and more as to the rest this Interrogatory

4th ——— To the fourth Interrogatory this Deponent saith that the Madapooosy Venkatachaloo came to the Defendants in the Letter of this Interrogatories named and declared that the Complt had charged him for the Defendants with the Balance of the Sum due by the Defendants to the Complt and that the Defendants in consequence did pay and discharge the Balance

Balance due by them to the Complt to the said Madapooosy Venkatachaloo, and that a discharge was given in consequence by the said Madapooosy Venkatachaloo to the Defendants and that the Complt did after seeing the Defendants in Court compel them to Sign a fresh Security Bond which he had got prepared for that purpose, and upon his refusing to do it he was threatened to be Sued in Court for the same due by him to the Complt and that Madapooosy Venkatachaloo did tell this Deponent that he did sign the same and this Deponent saw the Madapooosy Venkatachaloo said the reason the Complt proposed him to sign the fresh Security Bond was in order to support the Suit against the Defendants as they first would not Answer and swore as to the rest to this or the last Interrogatory

Oliver Coll
Examined

Mayor's Court at
Madraspatnam

Between Tellygall Ashwah
Modelliar Complainant and the said
Backyapaty Chokeah and Manaan
Ladoo Moodoo Modelly Defendants
On the Part of the Defendants

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

Vanapah of Madras Coursply Aged 30 Years or thereabouts being produced as a
Witness in this Cause on the Part of the Defendants was on the 8th Day of April 1758 Sworn
at the Office of Mr Charles Brearley one of the Attorney for the Complainant by Pedrucka
My Servant who also left them at Mr 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 ..... To the first Interrogatory this Deponent saith That She doth know the Complainant Pellycallah Cachewah Mordelliar and this Cause and that he hath to her knowledge three hundred Years or thereabouts and that She doth know the Defendants Backyapauly Venkeah and Maunambadoo Mordon Mordelly and this Cause and that She hath to her knowledge known them the same time and more Saith not to the first Interrogatory

2d
To ..... To the third Interrogatory this Deponent saith That She doth know of one Madapoo Joy Venkatachelum giving a Security Bond to the Complainant on the Title of these Interrogatories mayed this Deponent saith That the said Security Bond was given to the Complainant on the Account of Pd for fifteen hundred and odd Pagodas due by the Defendants to the Complainant and this Deponent saith That the Bond given by the Defendants was written and witnessed by the same persons who drew and witnessed the Security Bond which was given by Madapoo Venkatachelum and That he was also written and executed at the same time and this Deponent saith That the two Persons who witnessed the said Bond of the Defendant and the Security bond of the said Madapoo Venkatachelum were Lachamanna Mordelly and Venkatachelum Mordelly And More Saith not to these or the last Interrogatory

Sworn Coll
Examiner

Tannjore

Mayor's Court at
Madraspatnam

Pellycallah Cachewah Mordelliar Complainant and Thirtyfour Backyapauly Venkeah and Maunambadoo Mordon Mordelly Defendants

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

Appoo Cooly of Nagapatnam but at present at Madras Merchant Aged 33 Years or thereabouts being produced as a Witness in this Cause and the Part of the Defendants was on the 31st Day of May 1784 Sworn and Affirmed at the Office of Mr Charles Brumley who is Attorney for the Complainant by Pachiya a Sworn Servant who also left with the Notice 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

1st
To ..... To the first Interrogatory this Deponent saith That he doth know the Complainant Pellycallah Cachewah Mordelliar and this Cause and that he hath to his knowledge three Years or thereabouts and that he doth know the Defendants Backyapauly Venkeah and Maunambadoo Mordon in this Cause and that he hath to his knowledge known them four Years or thereabouts and more Saith not to this Interrogatory

4th
To ..... To the fourth Interrogatory this Deponent saith That he was present when Madapoo Joy Venkatachelum took the Defendants on the Title of these Interrogatories named that the Complaint had charged them on the aggregate Accounts with the Complainant for procuring Security to the Defendants with the Ballance of the Sums due by the Defendants to the said Complainant and this Deponent saith That he was not present but he heard that the Defendants did consequence discharge and discharge the Balance due by them to the Complainant to the said Madapoo Joy Venkatachelum and he knows that a discharge was granted in consequence by the said Madapoo Joy Venkatachelum to the Defendants and this Deponent saith That Madapoo Joy Venkatachelum did declare before that the Complainant after securing the Defendants Court did compell them to execute a fresh Security Bond whereas he had got prepared for that purpose and signed this Deponent to take it before a Notary to be put in Court for the same and that by order of the Complainant and Madapoo Joy Venkatachelum after the Defendants had executed the said Bond this Deponent saith That he did sign his Name thereto this Deponent saith That he doth not

Not Know what Induc'd the Reasons which Induced the Complainant to
Pres: Madapoosey Venkatachellon to Sign the Security Bond
and I More Saith not to this or the Last Interrogatory

Oliver Cott
Examiner

Mayor's Court at
Madraspatnam

Between Tetty alias Mahl Cashwah
Modelliar Complainant and the said
Pacheyaudy Venkiah and Mannambadoo
Mondoo Modelly Defendants
On the Part of the Defendants

Depositions of Witness's taken on this Cause by and before
the Examiner in this Court as follows this

Auchaloo of Madras Merchant formerly of Ramnapatnam Aged 123
Years or thereabouts being produced as a Witness on this Cause on the Part of the
Defendants was on this 10th Day of May 1784 Sign'd Seal'd & Deliver'd at the Office of Mr
Charles Brownley who is Attorney for the Complainant by Richard Binny Steward
who also left behind 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 this

1st ..... To the first Interrogatory this Deponent Saith that he doth know
the Complainant Tetty alias Mahl Cashwah Modelliar in this Cause and
that he hath been known him for Seven Years and that he doth
know the Defendants Pacheyaudy Venkiah and Mannambadoo
Mondoo Modelly in this Cause and that he hath been known them
Seven or Eight Years and Deponent to this Interrogatory

5th ..... To the fifth Interrogatory this Deponent Saith that he doth know of
One Madapoosey Venkatachellon Merchant and Security bound to the Comp[t]

for Account of the Defendants this Deponent saith to the best of his Knowledge
Sum Madapoosey Venkatachellon paid Eight Hundred Pagodas at three
different Times to the Complainant on Account of the Defendants and that
he received about Fifteen hundred Pagodas from the Defendants towards
Paying of the Demand of the Complainant and this Deponent saith that
Madapoosey Venkatachellon Passed Seven hundred Pagodas Bond to the
with the Complainant in Order to clear of the Debt due by the Defendant
And more saith not to this or the Last Interrogatory

Oliver Cott
Examiner

Mayor's Court at
Madraspatnam

Between Tetty alias Mahl Cashwah
Modelliar Complainant and the said
Pacheyaudy Venkiah and Mannambadoo
Mondoo Modelly Defendants
On the Part of the Defendants

Depositions of Witness's taken on this Cause by and before the
Examiner in this Court as follows this

Madapoosey Venkatachellon of Madras Merchant Aged 132 Years
or thereabouts being produced as a Witness on the Part of the Defendants was
on the 8th Day of May 1784 Sign'd Seal'd & Deliver'd at the Office of Mr Charles Brownley who is
Attorney for the Complainant by Richard Binny Steward who also left behind 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 this

1st ..... To the first Interrogatory this Deponent Saith that he doth know the Complt
Tetty alias Mahl Cashwah Modelliar in this Cause and that he hath been known
from four Years or thereabouts and that he doth know the Defendants Pachy
eyaudy Venkiah and Mannambadoo Mondoo Modelly in this Cause
and

(18)

Not Knowing what were the Reasons which Induced the Complainant to
Press Madapoosey Venkatashella To Sign a Specific Lease to B
and J Moir Last March 1784

Oliver Coll

(5)

on the Last Interrogatory

Coll
Examined

Mayor's Court at Madras Specially Convened } Saturday the 8th Day of August Anno Domini 1784

Present

(L.S.)

Mayor's Court

John Menzies Esquire Mayor
James Call Edward John Holland
Edward Garrow William Webb and
Philip Money Aldermen

Mootelliar of Madrapatam Merchant Complainant and Pistapatty Venkiah and Maruambadoo Mooden Mootelliar of the same Place Merchants Defendants

This Cause coming on to be Heard and Debated this Day in the Presence of the Attorneys on both Sides and Reading the Complainants Bill with Copys of an Account Current and Copy of a Bond Annexed The Defendants Joint and Separate Answer with Four Exhibits Annexed The Replication with Copy of a Security Bond and Declarations Annexed The Rejoinder The Interrogatories and Depositions on the part of the Complainant and with the Exhibits A. N.1 and B. N.2 Annexed the Interrogatories and Depositions on the part of the Defendant On Hearing the Pleadings Made Thereof by the Attornies on Each

Oliver Coll

Not Knowing what were the Reasons which Induced the Complainant to
Press Madapoosey Venkatashella To Sign a Specific Lease to B
and J Moir Last March 1784

Oliver Coll

Examined

Mayor's Court at Madras Specially Convened } Saturday the 8th Day of August Anno Domini 1784

Present

(L.S.)

Mayor's Court

John Menzies Esquire Mayor
James Call Edward John Holland
Edward Garrow William Webb and
Philip Money Aldermen

Mootelliar of Madrapatam Merchant Complainant and Pistapatty Venkiah and Maruambadoo Mooden Mootelliar of the same Place Merchants Defendants

This Cause coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides and Reading the Complainants Bill with Copys of an Account Current and Copy of a Bond Annexed The Defendants Joint and Separate Answer with Four Exhibits Annexed The Replication with Copy of a Security Bond and Declarations Annexed The Rejoinder The Interrogatories and Depositions on the part of the Complainant and with the Exhibits A. N.1 and B. N.2 Annexed the Interrogatories and Depositions on the part of the Defendant On Hearing the Pleadings Made Thereof by the Attornies on Each

And Moreover the said Defendant Saith That the Complainant did apply to this Defendant and Demand of him a Specific Security Bond and that This Defendant Accordingly delivered to him a Bond for Seven Thousand Pagodas from this Defendant to this Deponent and this Deponent Saith That the Said Complainant and this Deponent Settled Accounts together and the Complainant was indebted to this Deponent Seven Thousand Pagodas upon his own Account both which Sums were Added together making in all Fourteen Thousand Pagodas and Cancelled the Bond and Balance of the said Complainant and of this Deponent

To the 7th Interrogatory This Deponent Saith That the Complainant did apply to this Deponent to Sign a Declaration Respecting the Loan of Money between the Complainant and Defendants and Himself as also a Specific Security Bond and that This Deponent Accordingly Signed the same That They were Signed at the same time and that the Complainant Produced the same That They were Signed at the same time and that the Complainant Produced the Declaration and the present Bond and this Deponent and the Complainant Signed the same and Delivered the Bond to the Complainant That the Complainant Obtained the Loan from this Deponent and the Defendants Confined Himself and Goods in the Mayors Court and Obtained Security for the same and this Deponent and Others Signed the above Papers and Moreover

Mac

and that the Oath is known to them Sworn in Engl. Mode and made Oath

Not to this Interrogatory

To the 5th Interrogatory This Deponent saith That the Defendants gave a Security Bond to the Complainant for Account of the Defendants Partnership Venture and Mannambedoe Mordoe Mordelly and that the said Security Bond was written, Witnessed Signed Executed at the same time With the Original Bond of the Defendants to the Complainant This Deponent saith That he did not know who wrote the Security Bond as it was brought to him Ready drawn and for him to sign and One of the Persons who witnessed the same was named Malaca Veneta Pachellum

The other Witness Name this Deponent doth not Recollect and this Deponent saith That he Received Eight hundred Pagodas at three different times from the Defendants towards paying off the Complainant which he Accordingly delivered to him And this Deponent saith That at another time Received Seven hundred Pagodas from the Defendants, which is still due from this Deponent to the said Complainant and this Deponent saith That when he Settled Accounts with the Complainant he was indebted to him Seven hundred Pagodas upon his own Account, both which Sums were added together making in all fourteen hundred Pagodas and Entered to this Deponents Debit in the Books of the said Complainant and of this Deponent And More saith not to this Interrogatory

To the 6th Interrogatory This Deponent Saith That the Complainant did apply to him to sign a Declaration Respecting the Transactions between the Complt Defendants and himself as also a fresh Security bond and That it was about Four Months ago and in the House of the said Complainant That he signed the same That they were signed at the same time and the Communication of the present Suit and this Deponent saith That the Complainant threatened Me Lawsuits in the Mayors Court and Confined him and Locked me up before he signed the above Papers and More saith not

Oliver Coll
Examined

Mayors Court
Madrass Fort St George

Saturday the 4th Day of August
Anno Domini 1733

Present

The Worshipful John Menzies Esquire Mayor
James Call Edward John Holland
Edward Garrow William Webb and
Philip Bowey Aldermen

Coll Mahl Cashinath
Moodelliar of Madrapatnam Merchant
Complainant and Pattapally Venkiah and
Mannambadoe Mordoe Moodelliar of the
same Place Merchants Defendants

This Cause coming on to be Heard and Debated at this Day in the Presence of the Attornies on both Sides and Reading the Complainants Bill with the Copys of an Account Current and Copy of a Bond Annexed the Defendants Joint and Separate Answer with Four Exhibits Annexed the Replication and the Copy of a Security Bond and Declaration Annexed the Rejoinder the Interrogatories and Depositions on the part of the Complainant with the Exhibits A. N.1 and B. N.2 Annexed the Interrogatories and Depositions on the part of the Defendant Ons Hearing the Pleadings Made Thereby by the Attornies on Each

Due Consideration had thereon This Court do Think fit to
Order and Decree and do Accordingly Order and Decree that the
Defendants do pay unto the Complainant the full and Just Sum
of Eight Hundred and Six Pagodas Twenty Six Fanams and Seventy
three Cash Pagodas 806. 26. 73 Together with Interest
as more is or shall hereafter become due thereon until Full Payment
is Made also all Costs of this Suit

D.P. Cur

Court of Appeals
for
Madraspatanam

Monday the 31st January
Anno Domini 1785

Between Pitchyally Venkier and
Mauambaden Moodee Mordekhan of Madras
Merchant and Inhabitant Appellant and
Pettyallah Cachavan Mordekhan of the same
Place Merchant Respondent

This Cause coming on this Day to be heard and Debated
before this Court by the Attorneys on both Sides appearing the Petition
of Appeal and Answer and the several Exhibits of the Honble the
Mayor's Court together with the Order and Decree of the said Court given
in this Cause on Saturday the 11th Day of August Anno Domini 1784
appeal

against due Consideration had of the Matters therein severally Contained
and of the Pleadings and Arguments Used by the Attorneys on both
Sides This Court do think fit to Order and Decree and do Accordingly
by Order and Decree that the said Order and Decree of the Honble the
Mayor's Court be Affirmed and that the Appellants Petition be
hence dismissed with Costs

D.P. Cur
Saml Freeman Cl^k

Filed 25th Novr 1783

In the Honble the Mayor's
Court at Madraspatanam

Between Robert Clarke of Madraspatanam
aforesaid Inhabitant Complainant and Mady
Lawara Chitty of the same place Inhabitant
Defendant

The Humble Petition of Venkatachillum
and Ballakistnah Chitty Sons and Heirs
and Parcara Namchurry Chitty Deceased

Sheweth

That the said Complainant did Some time in the Month of
October in the year of Our Lord One Thousand Seven Hundred
and Eighty three Exhibit and file his Bill of Complaint in this
Honble Court against the said Defendant for the Recovery of a Debt due
and Owing as by the said Complainant's Answer and Defend^t
and the said Defendant having appeared thereto and Acknowledged
the Jurisdiction of the said Complainant be Awarded this Honble Court
Mercy pleased on the Twenty first Day of the said Month of October to
Grant a Decree against the said Defend^t and for the Amount of the said
Complainant's Demand and the Terms of Same as more Large Allowed by the
Charter

Charter having elapsed without the said Defendants Satisfying the said Decree of this Honble Court or Appealing therefrom, this Honble Court were pleased on the fourth day of the present Month of November to grant award, and Issue a Writ of Execution against the Goods, Chattels and Effects of the said Defendant directed to the Shireff of Fort St. George Town of Madraspatnam and the Districts thereof Requiring and commanding him, the said Sheriff, to Seize upon and Sequester the Goods, Chattels and Effects of the said Defendant and by the Sale thereof to Levy the Amount of the said Complainants said Demand, by Virtue of which said Writ of Execution he, the said Shereff, did Seize upon a Certain House and Ground Situate and lying at Mootall Pettah in Lingey Chitty's Street between the Houses of Natty Chitty Armogum and Armogah Cherry Measuring in Lenght from East to West Seventy five feet, and in Breadth from North to South at the East End thirty three feet, and at the West End thirty Seven feet and a quarter under pretence that the said Premises were the Property of and belonged unto the said Defendant, whereas Your Petitioners Shew that the said Premises are the Property of Your Petitioners, the said Premises having descended to Your Petitioners by Inheritance from Your Petitioners Father having thro' unforeseen Misfortunes and unavoidable Accidents failed in his Credit and become Bankrupt, he, Your Petitioners said Father, was obliged in the Year of Our Lord One thousand Seven hundred and Seventy five to Sell of and Dispose of the whole of his Property for the Purpose of Satisfying the Demands of his Several Creditors, and amongst other things the Premises in question were Sold by Publick Outcry or Sale to One Chinnavalasy Armogah Chitty for the Sum of One thousand four hundred and Seventy Pagodas, as will fully Appear by an Attested Copy of the Bill of Sale of the said Premises as Registered in the Choultry Court hereunto Annexed for the Inspection of this Honble Court, which Your Petitioners pray may be Accepted and taken as part and Parcel of this their Petition, the Original of which is in Your

Your Petitioners Possession and Ready to be produced whenever Your Petitioners shall, by this Honble Court, be thereunto Required. Your Petitioners further Shew unto this Honble Court, that Several of Your Petitioners and Father's Friends being desirous of Assisting Your Petitioners said Father in saving the Premises in Question from the Wreck of his Fortune as the Means of furnishing and Providing a Subsistence for himself and Family, did furnish Your Petitioners said Father with Goods, Wares and Merchandize Wherein to raise Money for the purpose of buying in and Redeeming the Premises in Question, but Your Petitioners said Father being apprehensive that in Case he should openly appear the Purchaser of the Premises in Question, that the kindness of his friends would be defeated, as his Creditors would Probably again Seize thereon, Your Petitioners said Father did apply to the said Defendant, the said Madrapaukum Audy Narrain Chitty, in whom Your Petitioners said Father had at that time an implicit Confidence, to raise Money upon the Goods, Wares and Merchandize that was lent, to Your Petitioners said Father, and to purchase the Premises in Question for the use of Your Petitioners said Father, but to Make the Bill of Sale thereof in the Name of some other Person to Prevent Your Petitioners said Father's Creditors from Seizing thereon Your Petitioners further Shew unto this Honble Court, that the said Madrapaukum Audy Narrain Chitty did Sell the said Goods Wares and Merchandize entrusted to him by Your Petitioners said Father for the Sum of One thousand Nine hundred and thirty four Pagodas, P^t of which Money Viz. One thousand four hundred and Seventy Pagodas, was paid as and for the Purchase Money of the Premises in Question, and the Bill of Sale thereof was made out in the Name of Chinnavalasay Armogah Chitty who acted therein as an Agent to the said Madrapaukum Audy Narrain Chitty Your Petitioners further Shew unto this Honble Court that after the Premises in Question were

Were Purchased in the Manner herein before stated for the use of Your Petitioners said Father Your Petitioners said Father was put into Possession and there of said Remained and Quietly and undisturbed possessed and there possessed until the time of his Death, by Your Petitioners said Father, always Paying the Company's Quit Rent and Scavengers Duty through the Bill of Sale was in another persons Name and died the possessed of the said Madrapatnam Rudy Narrain Chitty, who, since the Death of Your Petitioners said Father has been continually Attempting to put and practice some Schemes or other in Order to defraud Your Petitioners of the Premises in Question which are the Rightfull Inheritance of Your Petitioners. Wherefore Your Petitioners most humbly pray the Aid and Assistance of this Honble Court, and that this Honble Court will be Pleased to Order and Decree that Sheriff of Fort St George & his Deputy to remove his Seals from off the Premises in Question and to Admit Your Petitioner to the same, And Your Petitioner further pray that this Honble Court will be pleased to Order and Decree that the said Complainant do Pay all the Costs of this Petition for having Wrongfully and injuriously Seized upon Your Petitioners Property, and to grant Your Petitioners Such further and general Relief in all and Singular the Premises as to this Honble Court shall Seem Meet

And Your Petitioners as in Duty bound

Shall ever Pray

Thomas Jones

Attorney for the Petitioners

No. 6719. Known all Men by these Presents that I Lunnaranama Jewey Chitty do owe this 23rd day of June 1775 Pagodas to be paid to me by Publick Outcry at Mootal Pillay a House and Ground for which Chinnavalay Arnogalo Chitty having offered the Sum of One Thousand four hundred and Seventy Pagodas and being the highest Bidder. Therefore for and in Consideration of the said Sum of One Thousand four hundred and Seventy Pagodas to me in hand paid by the said Chinnavalay Arnogalo Chitty have bargained and sold and do hereby bargain and Sell unto the said Chinnavalay Arnogalo Chitty the said House and Ground Containing in length from East to West Twenty five feet and in Breadth from North to South at the East end thereof three feet and at the West end thereof seven feet and a Quarter, which Premises are situated at Mootal Pillais in Large Chitty's Street, between the House of Shalo Lindapah Garry and Nully Chitty Arnogalo Chitty, To have and to hold the said House and Ground and every part thereof with all the appurtenances now belonging to the same Unto the above named Chinnavalay Arnogalo Chitty, his Heirs and Vegus forever In Witness whereof I have hereunto Set My hand in Fort St George this Twenty eighth day of February One Thousand Seven hundred and Seventy Six

Signed by Lunnaranama Jewey Chitty

Witnesses

Hay Lanare Jonathan Chitty
Sesharaya Lunnaranaya
Vissa Vachella Mudaly
Jowan Coniengaly Pariah

George Stratton Justices
Francis Fourdan

Registered in Fort St George
this 6th day of March 1776

D'Charles Mordaunt
Regr

A true Copy
William Rose
Regr

A true Copy
Thomas Jones
Atty for Petitioners

Filed 17th Jany 1784

In the Honble the Mayor's Court at Madraspatnam

Between Robert Clarke of Madraspatnam Inhabitant Complainant and Audy Narrain Chitty of the same place Inhabitant Defendant

The Answer of Robert Clarke Respondent to the Petition of Vencatachellum and Balla Kistnah Chitty Sons and Heirs of Lancara Namshevoy Chitty Deceased

This Respondent Saith, that he Admits that he did sometime in the Month of October in this present Year of Our Lord one Thousand Seven Hundred and Eighty three Exhibit and file his Bill of Complaint in this Honble Court against the said Defendant for the Recovery of a Debt due and Owing unto him this Respondent from the said Defendt and the said Defendant having appeared thereto and Acknowledged the Justness of this Respondents Demand this Honble Court were Pleased on the Twenty first day of the said Month of October to grant a Decree against the said Defendant for the Amount of this Respondents Demand, and the Term of fourteen days Allowed by the Charter having Elapsed without the said Defendants Satisfying the said Decree of this Honble Court or Appealing therefrom, this Honble Court were Pleased on the fourth day of this present Month of November to grant, award, and issue a Warrant of Execution against the Goods Chattels and Effects of the said Defendant directed to the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Requiring and Commanding

Commanding him the said Sheriff to Seize upon and Sequester the Goods Chattels and Effects of the said Defendant, and by the Sale thereof to Levy the Amount of this Respondents Demand by Virtue of which said Writ of Execution, he the said Sheriff did Seize upon a Certain House and Ground Situated and lying at Mootall Petta in Lingey Chitty's Street between the Houses of Natty Chitty Armogum Chitty and Armoga Charry Measuring in Length from East to West Seventy five feet and in Breadth from North to South at the East End thirty three feet, and at the West End thirty Seven feet and a Quarter, but this Respondent Saith, that the said Premises are the Sole and entire Property of and belonging unto the said Defendant as will more fully appear by the following Detail of Facts as Related by the Defendant himself That is to Say that sometime in the Year of Our Lord One thousand Seven hundred and Seventy Two, the Petitioners Father one Lancara Namshevoy Chitty did enter into and became Joint Partner with the Defendant in the Malega Trade, that sometime in the Year One thousand Seven hundred and Seventy three, he the said Lancara Namshevoy Chitty having failed in his Credit and became a Bankrupt and thereupon his Creditors have Sued him in this Honble Court Several of them Obtained Warrant and Caused him to be Impresoned in the Common Goal of this Honble Court, that sometime after the said Lancara Namshevoy Chitty being Committed in Goal so as aforesaid the family and Relations of the said Lancara Namshevoy Chitty, the Petitioners in Particular, who are the Sons of the said Lancara Namshevoy Chitty Came to the Defendant and fell upon their Knees and Requested him the Defendant to Assist them

them in procuring the enlargement of the said Sancara Namshevoy Chitty
With which intreaties the Defendant did Acquiesce and Immediately
Sat about procuring a Letter of Licence to be Signed by the Creditors of the
Said Sancara Namshevoy Chitty for his the said Sancara Namshevoy
Chitty's enlargement in which the Defendant did by the Assistance of
Mr John de Fries Succeed and soon after got the said Sancara Namshe=
=voy Chitty Released from Prison with this Particular Clause that he
the said Sancara Namshevoy Chitty should deliver up all his
Real and Personal Estate into the Hands of four Persons Appointed
as Trustees to the said Sancara Namshevoy Chitty to manage and
Settle his Affairs with his Creditors, that some time after the Releasement
of the said Sancara Namshevoy Chitty from Goal so as aforesaid he the
Said Sancara Namshevoy Chitty earnestly Requested the Defendant to
Assist him and put in Way to earn a Lively hood that in Consequence
of which intreaties the Defendant did employ the said Sancara Nams=
=hevoy Chitty as Joint Partner with the Defendant in the Malega
Trade and Conducted the Business to each others Satisfaction as
Copartners, that some time in the Year of Our Lord One thousand
Seven hundred and Seventy five the Trustees of the said Sancara
Namshevoy Chitty Not having Assets Sufficient in their Hands
to Satisfy the Demand of the several Creditors did insist upon the
Selling of the House and Ground now in question which was Accor=
=dingly Advertized to be Sold that in Consequence of which said
Advertizement he the said Sancara Namshevoy Chitty did Verbally
and his Brother Cootley Chitty by a Letter Request the Defendant to
Purchase the said House and Ground for their Use to as much as it would
Undergoe, and that they would if able Repay the same to the Defendant
and Redeem the said House and Ground as will more fully appear
by

by the Copy Marked A. No. 1. of the Translation of a Letter from Cootley
Chitty to the Defendant hereunto Annexed for the Inspection of this Honble
Court and which this Respondent prays may be Admitted as part of this
His Answer the Original whereof is in this Respondents Hands and Ready
to be produced if thereunto Particularly Required This Respondent Saith
that According to the Request of the said Sancara Namshevoy Chitty and
Cootley Chitty and with a firm Intention of Serving them he the Defendt
did on the Twenty fifth day of June in the said Year of Our Lord One
thousand Seven Hundred and Seventy five Purchase the said House
and Ground at Publick Outcry for the Sum of One thousand four Hund=
=red and Seventy Pagodas this Respondent Saith that after the Purchase
Made so as aforesaid by the Defendant he the Defendant did pay off and
Discharge the Amount of the said Purchase and Caused the Bill of Sale
thereof to be Made out in the Name of One China Vallessa Armogam
Chitty then Agent to the Defendant which was done with no other
View but to prevent the Defendants Name being brought in Publick
Should the Defendant Sell and Assign over the said House and
Ground and the Bill of Sale thereof to either the said Sancara Namshe=
=voy Chitty or any other Person or Persons as it will tend Much to the
Disgrace of the Defendants Character who is Reputed to be a Man of
Reputation and good Circumstance Amongst those of his Cast This
Respondent Saith that some time after the Defendant had Purchased
the House and Ground in Question in the Name of the said China Vallassa
Armogam Chitty, the said China Vallassa Armogam Chitty was Dismis=
=sed Out of the Defendants Service and before whose Dismission the Defendt
Obtained an Assignment or Indemnification from under the Hand
of the said China Vallassa Armogam Chitty a Copy of which Indem=
=nification or Assignment Marked B. No. 2. is hereunto Annexed
for

for the Inspection of this Honble Court and which this Respondent Prays may be Admitted as part of this his Answer the Original whereof is with this Respondent to Hand and Ready to be produced if this Court Particularly Required This Respondent further Saith that at the time the Defendant Purchased the said House and Ground at Publick Outcry he the said Lancara Nanneheway Chitty then Lived in the said House and it was the Defendants intentions to deliver up the said House and Ground to the said Lancara Nanneheway Chitty or Coolley Chitty upon their paying the Defendant the Amount Purchase of the said House and Ground Neither the Defendant did allow the said Lancara Nanneheway Chitty to Dwelve and Live in the said House but often Since Demanded Payment of them of the Amount Purchase of the said House and Ground which the Same of Ten pounds did not Having failed thereinto and the Defendant of this thereatened to Sue him in this Honble Court that in the Interims of this Threatenment to Sue the Said Lancara Nanneheway Chitty in Court the said Lancara Nanneheway Chitty fell Sick and Soon after Died which prevented the Defendant of Compleating his Design

This Respondent Saith that he is not the least Surprized of the Petitioners Annexing a Copy of a Copy of the Bill of Sale to their Petition and which an Original Bill of Sale of the said Premises in question which Original Bill of Sale in this Respondents Possession and Ready to be produced to this Honble Court when Required a Copy whereof is Annexed to this Respondents Bill of Complaint against the said Defendant Madarapauhamy Ukkuby Narraina Chitty filed in this Honble Court in the fourteenth day of the said Months of October in the present Year of Our Lord One thousand seven hundred and Eighty three, This Respondent Saith that he Absolutely Denies

Denies all and every the Matters and things Alledged and Set forth by the Petitioners in their said Petition touching their Fathers Friends being desirous of Assisting their Father and Saving the Premises in question from the Wreck of his Fortune as the means of Furnishing and providing a Subsistance for himself and family did furnish the Petitioners Father with Goods Wares and Merchandize Whereon to Raise Money for the Purpose of Buying and Redeeming the Premises in question, neither did their Father Apply to the said Defendant to Raise Money upon the Goods Wares and Merchandize but on the Contrary this Respondent Saith that the Defendant did Purchase the said Premises under and by Virtues of the Premises and Assurance Made by the said Lancara Nanneheway Chitty and Coolley Chitty of praying the Amount of the Purchase Nor did the said Lancara Nanneheway Chitty or Coolley Chitty Ever pay the same to the Defendant This Respondents Saith that the aforesaid Dunys the Defendant Madara pauhamy Ukkuby Narraina Chitty to have Sold the said Goods Wares and Merchandize entrusted to him by the Petitioners said Father Friends for the Sums of One thousand four Hundred and Twenty Pagodas as pretended by the Petitioners in their Petition was the Bill of Sale made out in the Name of the said China Wallapa Arunagam Chitty for the Motives Mentioned in the Petitioners Petition but on the Contrary the same was made out for the Motives hereinbefore Set forth and Stated This Respondent begs leave to Remark unto this Honble Court that had the said Lancara Nanneheway Chitty Paid and Discharged the Amount Purchase of the said Premises as falsely Advanced in the Petitioners Petition why was not the Bill of Sale of the said Premises and the Title Deeds thereof taken from the Defendant and why was the same Suffered to have been kept by him for such a Period of Time and by the Defendant with Held the

the same, Wherefore Petitioner was not entitled against him for the delivery up of the said Bill of Sale, and the Title Deeds thereof which the said Lancara Nanneweny Chilly would of Course have done, had he really Paid the Amount of the Purchase Money. The Respondent further says, that he is also prepared to find that the said Lancara Nanneweny Chilly did not at any time or times ever make a Demand of the Defendant for the Delivery of the Bill of Sale and the Title Deeds of the Premises in Dispute. The Respondent further says, that the Petitioner's Father paid the Quit Rent and the Scavengers Duty, which was done by the Defendant's Consent and at his particular Request, as the said Lancara Nanneweny Chilly lived in the said House at the time of the Purchase of the same, and never Removed from the same, on that Account the Scavengers Book was not altered, neither was the Defendant Informed of the said Lancara Nanneweny Chilly having Received the Purchase Money, which Matters and things the Respondent is ready and willing to Verify, Maintain and prove as this Honble Court shall direct and humbly prays that the said Petition of the said Vincadachellum and Pallaniappa Chilly may be dismissed with Costs

Jnº. Bromley
Attorney for the Respondent

Extract of a Letter from Coatty Chitty to Audley Lawrie Chitty at Madras Dated the 23d. April 1775. (A. N. 1.)

Lawrie Mallal Banlajee Nagun Lal informed that my Godowns

Going to be Sold Tuesday by Outcry — If that is true, I will that be good — that others should have it so that we Langue We dye and entirely ruin You and if We should by Your Means Retrieve Our Affair and be happy, You shall for ever be Remembered therefore You would Exert Your self Most and make Interest with such Persons as You think Proper as the said Godowns going to Sell in Our Outcry may not fall into any other hands but Your own and which will be a very great favor now with Your and we beg You pass all the Bidders and get that Godowns in Your Custody, and do not deliver it to Us until We Pay Your Money for what You bought it — We have taken a great deal of Trouble to build it, and will therefore Make Us very uneasy to part with the same. You are Sensible of that and Needless for Us to write You any further about it —

A true Translation as near as can be from the Malabar Language by
Lobanayam Lawrie Court Interpreter —

(A true Copy) Jnº. Bromley
Attorney for the Respondent

Translation of a Malabar Paper Dated the 28th February 1776 —
B. No. 2. / —

I Chinnavalay Veroonaga Chitty do give this Note of hand to Madrayen Nunn Nadenauragana Chitty as that is to Say — You have bought Chungara Nanneweny a Chitty's Godowns in Publick Outcry, and You have paid the Money for the same, and Made out the Chunkay Bill of Sale in my Name, and kept it in Your Possession, therefore I have no Connection with the said Godowns but it is Your Property, hereafter if You make out the Chunkay Bill of Sale in favor of any other Person in which I find any Deceit the Legal

Witnesses

Witnesses Malyampackum Sava Cundapah Chitty and Carry Coottey Chitty by their Knowledge drawn by Balakistnen

Witnesses (Signed)
Seva Cunden
Cootty

(Signed) Auroomogum

A True translation as near as can be from the Malabar Language by Soobaroyam Sworn Court Interpreter

(A True Copy)
Chas. Bromley
Attorney for the Respondent

Interrogatories to be Administred

to such Witnesses as shall be produced Sworn and Examined in a Certain Matter in dispute now Depending and at issue in the Honble the Mayor's Court at Madraspatnam, wherein Vencatachellum and Balla Kistnah Chitty of Madras Merchants, Sons and heirs to Sancara Namshevoy Chitty deceased are Petitioners and the said Robert Clarke of the Same place Inhabitants Respondent

On the part and behalf of the Petitioners

To all the Witnesses } 1st Do You know the Parties Complainant Defendant Petitioners and the Respondent in the Title of these Interrogatories named If Yea how long have You so known them or either and which of them Declare

Chinna Cooty Chitty and Chellum bullum Chitty } 2d Were You or were You not employed by Sancara Namshevoy Chitty some time in the Month of October which was in the

the Year of Our Lord One Thousand Seven hundred and Seventy three or at any other, and at what time to Carry a certain Quantity of Goods and Merchandizes to the house of the Defendant Madrapaukum Audy Narrain Chitty and did You or did You not Accordingly put the said Goods and Merchandizes in Possession of the said Defendant, and to whom did they belong, and what might have been the Value of such Goods and Merchandizes You did so carry and deliver to the Defendant and for what end and purpose were they delivered to him the Defendant, the whole You understand touching this Matter, with the reasons of such Your knowledge and belief Declare

Tittay Chitty 3d Did or did not Sancara Namshevoy Chitty in his life time deliver to the Defendant Madrapaukum Audy Narrain Chitty a Certain Quantity of Goods and Merchandizes, and Did he or did he not at the same time or at any other, and at what time, entrust the Defendant Audy Narrain Chitty with any ready Cash and did the said Sancara Namshevoy Chitty at the same time, or at any other, and at what time Assign over to him the Defendant certain outstanding Ballances, If Yea to what amount or Sum of Money did the said Goods Merchandizes ready Cash and outstanding Ballances amount and did or did not the said Sancara Namshevoy Chitty in his life time desire and request the said Defendant to purchase for him, or his Sancara Namshevoy Chittys use, a certain house or Godown now in Question Situated at Mootal Pettah in Linga Chitty Street between the Houses of Notty Chitty Armogam, and Armoga Chary, Measuring in Length from East to west Seventy five feet, and in Breadth from North to South on the East end thirty three feet, and at the West end thirty Seven feet and a Quarter, or what other was the

The Measurement Thereof and Did the said Defendant or did he not come
hereafter the said Decree and it Request, or any other, and at what Time
Accordingly purchase the said House or Godown by Public or how other-
wise for the Sum of One Thousand four Hundred and Seventy Pagodas or
for any other, and what Sum and for whose Use, and on what Terms Consent did
he the Defendant to purchase the said House or Godown, and in whose
Name did the Defendant Obtain the Bill of Sale thereof, and for what
Reason did the Defendant Obtain the same in the Name of Chinniava
Lazy Aromogam Chitty Instead of his Obtaining it either in his own
Name, or in the Names of the said Sancarah Namesheway Chitty, as he
You know touching those Matters, with the Reasons of your
knowledge and belief Declare

Vellayde Chitty
Cooty Chitty and
Sondeyppen } Sworn — 4th — Have You or have You not any knowledge of a certain House
or Godown in or near unto Pursewaukum Lingah Chitty Street between the Houses of
Nally Chitty Aromogam, and Aromoga Chetty running the from East to
West Twenty five Feet, and in Breadth from North to South at the East
End Thirty three Feet, and at the west end Thirty three Feet, and at the west
end Thirty seven Feet and a Quarter or of some other and what Measure
soever And do You or Do You not know in whose possession the said
House or Godown has formerly been and doth now remain, and did
the said Sancarah Namesheway Chitty in his Life time, and until his death
or did he not injoy the said House or Godown, and did he or did he not
also in his Life time Convert the Rents thereof to his Seperate use or to
any other and whose use and who have enjoyed the said House or
Godown after his death and did You or did You not ever know the said
House or Godown to belong to the Defendant or any other, and to whom

and

and did the said Sancarah Namesheway Chitty in his Life time or did
he not also lay out and Advance Money towards the Repairs of the said
House or Godown, and also Yield and pay the Company's Quit Rent and
Savingram duty and did or did not the Petitioners likewise after his
death enjoy the said House or Godown on the same Manner as their
said father did, and did the said Petitioners or did they not in like
Manner Convert the Rents of the said House or Godown to their
Own Seperate use and do they or do they not continue to do so to this
day, and did the Petitioners or did they not also in like manner
Lay out and advance Money towards the Repairs of the said
House or Godown, and did the Petitioners or did they not also in
Like manner yield and pay the Company's Quit Rent and
Savingram duty and did You or did You not hear and
know upon the same, and what do You think in Your
true and real Opinion, and the General Report You have heard
and do hear whose property the said House or Godown was before
it came to be the property of Sancarah Namesheway Chitty and descended
from him to the Petitioners or that the same is the property of the
Defendant Madrayaukum Audy Narrain Chitty The whole
You know touching those Matters with the Reasons of Your
knowledge and belief Declare

Condayah Chitty 5th Were You or were You not present when
Sancarah Namesheway Chitty in his Life time demanded of the Defendant
the delivery of the Counterpart Bill of Sale of the House or Godown in
Question, telling him at the same time that as he had received the full
Amount of the purchase Money it was unlawful for him to withhold

the

hold the Bill of Sale, or did the said Lancara Numshevoy Chitty use any other and what words to the defendant Madrapaukum Audy Narrain Chitty about the Bill of Sale of the said House and did the said Defendant or did he not tell the said Lancara Namshevoy Chitty at the same time or at any other, and at what time Not to make himself uneasy about the Bill of Sale of the said disputed House or Godown, and desired him to make and regard the Same in the same light, as if the same was in his Lancara Numshevays Chittys Custody, and that if he Lancara Numshevoy Chitty had any Scruples, he would willingly lodge his own House Bill of Sale with the said Lancara Numshevoy Chitty or with any other person on his Account, or what else did the Defendt tell the said Lancara Numshevoy Chitty at the said Conversation relative to the said House and the Bill of Sale thereof, the whole declare as You know or do believe with the Reasons of such Your knowledge and belief

Cooty Chitty. 6th Did You or did You not some time in the Month of April One Thousand Seven hundred and Seventy five or at any other, and at what time, and from what place write a Cadjan Letter to the Defendant Madrapaukum Audy Narrain Chitty desiring him to purchase the House or Godown in Question, for and on Account of Lancara Namshevoy Chitty, offering to pay him the Money with which he may purchase the same or what did You not Acquainted at the time You sent the Defendant the said Letter of any Goods Merchandizes, Ready Cash, or any other property being delivered by Lancara Namshevoy Chitty

Chitty in his Life time to the Defendant towards the purchase of the said House or Godown or for any other and what purpose were such Goods Merchandizes Ready Cash or other property deposited with the Defendant and if You had heard of such property having been delivered to the Defendant by Lancara Numshevoy Chitty before You sent the Defendant the said Letter, would You or would You not have declined to send the Defendant Such a Letter and if Yea, why would You have declined to send such Letter the whole You know touching these Matters with the Reasons of Such Your knowledge and belief declare

Vengadasha Chitty. 7th Were You or were You not present some time in the Month of February One Thousand Seven hundred and Seventy Six or at any other and at what time, when one Chenavalasoy Armoga Chitty granted the Defendant a certain written Agreement therein engaging himself to Sign a Choultry Bill of Sale for the House and Ground in question whenever he should be Required so to do in favor of any person he Should name or what other written Agreement did the said Chenavalasay Armoga Chitty give the Defendant Audy Narrain Chitty respecting the said House and did the said Defendant or did he not Signifye at the same time to the said Chennavalasay Armoga Chitty, that the House or Godown in question did belong to Lancara Namshevoy Chitty, and that if he should be Called to Sign to a Choultry Bill of Sale, it should be in the name of no other, but in the Name of him the said Lancara Namshevoy Chitty, whose property the said House or Godown was or what did the said Defendant Signifye to Chenavalasay Armoga Chitty respecting the said Bill of Sale the whole You know touching these

hold the Bill of Sale, or did the said Lancara Numshevoy Chitty use any other and what words to the Defendant Madrapaukum Audy Narrain Chitty about the Bill of Sale of the said House and did the said Defendant or did he not tell the said Lancara Namshevoy Chitty at the same time or at any other, and at what time Not to make himself uneasy about the Bill of Sale of the said disputed House or Godown, and desired him to make and regard the Same in the same light, as if the same was in his Lancara Numshevays Chittys Custody, and that if he Lancara Numshevoy Chitty had any Scruples, he would willingly lodge his own House Bill of Sale with the said Lancara Numshevoy Chitty or with any other person on his Account, or what else did the Defendt tell the said Lancara Numshevoy Chitty at the said Conversation relative to the said House and the Bill of Sale thereof, the whole declare as You know or do believe with the Reasons of such Your knowledge and belief

Cooty Chitty. 6th Did You or did You not some time in the Month of April One Thousand Seven hundred and Seventy five or at any other, and at what time, and from what place write a Cadjan Letter to the Defendant Madrapaukum Audy Narrain Chitty desiring him to purchase the House or Godown in Question, for and on Account of Lancara Namshevoy Chitty, offering to pay him the Money with which he may purchase the same or what did You not Acquainted at the time You sent the Defendant the said Letter of any Goods Merchandizes, Ready Cash, or any other property being delivered by Lancara Namshevoy Chitty

Chitty in his Life time to the Defendant towards the purchase of the said House or Godown or for any other and what purpose were such Goods Merchandizes Ready Cash or other property deposited with the Defendant and if You had heard of such property having been delivered to the Defendant by Lancara Numshevay Chitty before You sent the Defendant the said Letter, would You or would You not have declined to send the Defendant Such a Letter and if Yea, why would You have declined to send such Letter the whole You know touching these Matters with the Reasons of Such Your knowledge and belief declare

Vengadasha Chitty. 7th Were You or were You not present some time in the Month of February One Thousand Seven hundred and Seventy Six or at any other and at what time, when one Chenavalasay Armoga Chitty granted the Defendant a certain written Agreement therein engaging himself to Sign a Choultry Bill of Sale for the House and Ground in question whenever he should be Required so to do in favor of any person he should name or what other written Agreement did the said Chenavalasay Armoga Chitty give the Defendant Audy Narrain Chitty Respecting the said House and did the said Defendant or did he not Signifye at the same time to the said Chennavalasay Armoga Chitty, that the House or Godown in question did belong to Lancara Namshevoy Chitty, and that if he should be Called to Sign to a Choultry Bill of Sale, it should be in the name of no other, but in the Name of him the said Lancara Namshevoy Chitty, whose property the said House or Godown was or what did the said Defendant Signifye to Chenavalasay Armoga Chitty Respecting the said Bill of Sale the whole You know touching these

these Matters with the reasons of such Your knowledge and belief Declare

Arnachella Chitty 8th Were You or were you not present some time in the Month of October One Thousand Seven hundred and Seventy three or at any other, and at what time when the Defendant Madrapaukum Audy Narrain Chitty was persuading Sancara Namshevoy Chitty to place in his possession Certain Goods Merchandizes ready Cash and Outstanding Ballances towards the purchase of the House or Godown in question for the Support of him the said Sancara Numshevoy Chitty or for any other, and what purpose did the said Defendant advise him to place such Effects in the Defendants possession and did or did not Sancara Namshevoy Chitty afterwards place in his the said Defendants possession Certain Goods Merchandizes ready Cash, and outstanding Ballances towards the purchase of the House or Godown in Question and to what Amount, and at what time did he put him in possession of them, and did or did not the Defendant Accordingly purchase the said House or Godown of and for the use, and on Account of Sancara Numshevoy Chitty or for any other, and whose Account, from the produce of the said Goods, Merchandizes, ready Cash, and Outstanding Ballances or with any other and what Moneys did the Defendant so Purchase the said House or Ground, and how came You to know the same the whole You know touching those matters together with the reasons of such Your knowledge and belief Declare

Adam Boy 9th Did or did not the Defendant Madrapakum Audy

Audy Narrain Chitty ever tell You that he had purchased the House or Godown in question for the use, and with the Moneys of Sancara Numshevoy Chitty, or with any other and what Monies did he tell You that he purchased the said House and did the Defendant or did he not likewise tell You at the same time or at any other and at what time, that he had Rendered Sancara Numshevoy Chitty a great piece of Service in purchasing the said House or Godown for him, or what else did he tell You respecting the purchase of the said House the whole You know touching those Matters together With the reasons of such Your knowledge and belief Declare

China Chitty 10th Did or did not One Cooty Chitty ever tell You, that he had sent the Defendant Madrepakum Audy Narrain Chitty a Letter some time in april One Thousand Seven hundred and Seventy five or at any other and at what time Signifying to him therein to purchase the House or Godown in Question for the Use of Sancara Numshevoy Chitty or for any other and for whose Use offering to pay him what moneys which might be necessary for the purchase of the same or what else did he tell You, and did the said Cooty Chitty, or did he not likewise tell You at the same time that he would not have sent the said Defendant the said Letter, if he knew that Sankara Numshevoy Chitty had Already Placed in the hands of the Defendant Goods, Merchandizes ready Cash, and outstanding Ballances, towards the purchase of the said House or Godown or what else did he tell You and to what Value did the Defendant say the said Goods Merchandizes ready Cash and outstanding Ballances so placed by the said Sankara Numshevoy Chitty with the Defendant for the purchase

Purchase aforesaid Amount the whole You know and belief or have been informed of touching those Matters together with the Reasons of Such Your knowledge Information and belief Declare

To all the Witnesses } 11th Do You know or can You set forth any other Matter or thing Material for the Petitioners in this matter If Yea declare the same as You know have been informed or do believe together with the Reasons of such Your knowledge information and Belief

S. Popham
Attorney for the Petitioner

Mayor's Court at Madraspatnam

Between Vencatachellum and Ballakistnah Chitty of Madras Merchants Sons and heirs to Sancara Namshevoy Chitty Deceased Petitioners and the said Robert Clarke of the same place Inhabitants Respondent

On the Part of the Petitioners

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

Chinna Cooty Chitty of Madras Cooty Aged 40 Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioners was on the 14th Day of April 1734 Signified at the Office of Mr Charles Bromley who is Attorney for the Respondent by Kistnah my Servant who also left him

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 not know the Complainant Robert Clarke in this Cause, and that he doth know the Defendant Madrapaukum Audy Narrain Chitty in this Cause, and that he hath so known him thirteen Years or thereabouts and that he doth know the Petitioners Vencatachellum and Balla Kistnah Chitty Sons and Heirs to Sancara Namshevoy Chitty in this Affair, and that he hath so known them fifteen Years or thereabouts and that he doth not know the Respondent Robert Clarke in this Affair and more Saith not to this Interrogatory

2nd To the Second Interrogatory this Deponent saith, that he was employed by Sancara Namshevoy Chitty to carry a Certain quantity of Goods and Merchandizes to the house of the Defendant Madrapaukum Audy Narrain Chitty, but this Deponent cannot directly say at what time he was so employed, but to the best of his Recollection believes it to be about twelve or thirteen Years ago, and that he did Accordingly put the said Goods and Merchandizes in possession of the said Defendant, and that the said Goods belonged to Sancara Namshevoy Chitty, and this Deponent saith that he was informed by Sancara Namshevoy Chitty and Vencatachellum Chitty that the value of the Goods and Merchandizes he carried and delivered to the Defendant were about fifteen hundred Pagodas And More Saith not to this or the last Interrogatory

Oliver Colt
Examiner

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Mayor's Court at Madraspatnam

Between Vencatachellum and Balla Kistnah Chitty of Madras Merchants Sons and heirs to Sancara Namshevoy Chitty deceased Petitioners and the said Robert Clarke of the same place Inhabitants Respondent

On the Part of the Petitioners

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

Chettumbullum Chitty of Madras Cosly Aged 38 Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioners was on the 15th Day of April 1784 Signified at the Office of Mr Charles Bromley who is Attorney for the Respondent by Kistnah 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 not know the Complainant Robert Clark in this Cause, and that he doth know the Defendant Madrapaukum Audy Narrain Chitty in this Cause, and that he hath so known him thirteen Years or thereabouts and that he doth know the Petitioners Vencatachellum and Balla Kistnah Chitty Sons and Heirs to Sancara Namshevoy Chitty in this Affair, and that he hath so known them fifteen Years or thereabouts and that he doth not know the Respondent Robert Clerk in this Affair and More saith not to this Interrogatory

2nd

2nd ..... To the Second Interrogatory this Deponent Saith, that he was employed by Sancara Namshevoy Chitty about ten Years ago to carry a Certain Quantity of Goods and and Merchandizes to the House of the Defendant Madrapaukum Audy Narrain Chitty and that he did Accordingly put the said goods and Merchandizes in possession of the said Defendant and that they belonged to Sancara Namshevoy Chitty this Deponent saith that he doth not know exactly what Might be the value of such Goods and Merchandizes so delivered to the Defendant but that he was informed the next day by Sancara Namshevoy Chitty the Value of them was about fourteen or fifteen hundred Pagodas and this Deponent saith he was informed that the purpose for which these goods were delivered to the Defendant was to Secure them from Sancara Namshevoys Chittys Creditors and more saith not to this or the last Interrogatory

[illegible]

Oliver Colt
Examiner

Mayor's Court at Madraspatnam

Between Vencatachellum and Balla Kistnah Chitty of Madras Merchants Sons and heirs to Sancara Namshevoy Chitty deceased Petitioners and the said Robert Clarke of the same Place Inhabitants Respondent

On the Part of the Petitioners

Depositions of Witnesses taken in this Cause by and before

before the Examiner in this Court as followeth

Tillay Chitty of Madras Conicoply Aged 40 Years and upwards being Produced as a Witness in this Affair On the Part of the Petitioners was on the 3rd Day of May 1784 Signified at the Office of Mr Charles Bromley who is Attorney for the Respondent by Kistnah my Servant who also left him a Note of the Name Title and Place of Abode of the said Defendant and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth not know the Complainant Robert Clark in this Cause and that he doth know the Defendant Madrapaukum Audy Narrain Chitty in this Cause, and that he hath so known him twenty five Years or thereabouts and that he doth know the Petitioners Vencatachellum and Balla kistnah Chitty Sons and heirs to Sancara Namshevoy Chitty in this Affair, and that he hath so known them from their Infancy and that he doth not know the Respondent Robert Clarke in this affair And more Saith not to this Interrogatory

3rd ..... To the third Interrogatory this Deponent saith, that Sancara Namshevoy Chitty did in his life time deliver to the Defendt Madrapaukum Audy Narrain Chitty a Certain Quantity of Goods and Merchandizes and that he did a few days after the delivery to the said Goods Assign over to him the Defendant Certain outstanding ballances, but this Deponent doth not know of any ready Cash being given, and that the said Goods and Outstanding ballances amounted to one thousand Six hundred and Odd Pagodas, and that the said Sancara Namshevoy Chitty

Chitty informed this Deponent that he did desire and Request the said Defendant to purchase for his use a Certain House or Godown now in Question at Mostal Pettah in Linga Chitty Street, between the Houses of Notta Chitty Armogam and Aroga Charry measuring in Length from East to West Seventy five feet and in breadth from North to South on the East End upwards of thirty feet but that he doth not know what the said House measured in Breadth on the west Quarter and that the said Defendant did Some time after the Said desire and request Accordingly purchase the said House or Godown by Public Outcry for the Sum of One thousand four hundred and odd Pagodas. And that the Bill of Sale was Obtained in the Name of China Valasy Armogam Chitty and the reason that the Defendant Obtained the bill of Sale in the Name of Chinna Valasy Armogum Chitty was because he Madrapaukum Audy Narrain Chitty did not wish his Name to appear and if it had been made Out in the Name of Sancara Namshevoy Chitty he Sancara Namshevoy Chitty would have been harassed by his Creditors And More Saith not to this or the last Interrogatory

[illegible]

Oliver Colt
Examiner

Mayor's Court at Madraspatnam

Between Vencatachellum and Balla kistna Chitty of Madras Merchants, Sons and heirs to Sancara Namshevoy Chitty deceased Petitioners and the said Robert

Robert Clarke of the same Place
Inhabitants Respondent

On the Part of the Petitioners.

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

Vellayden Chitty Cooty Chitty of Madras Sheroff Aged 30 Years and upwards being produced as a Witness in this Affair On the Part of the Petitioners was on the 6 Day of May 1724. Signified at the Office of Mr Charles Bromley who is Attorney for the Respondent by Festus a Servant who also left them a Note of the Name Title and Place of Abode of the said Deponent and after ward on the same Day being Sworn and Examined Deponeth as follows viz.

1st To the first Interrogatory this Deponent saith, that he doth not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrapauken Nundy Nawaun Chitty in this Cause and that he hath these known him Sixteen or Seventeen Years and that he doth know the Petitioners Wenkatachel lum and Ballakrishnah Chitty Sons and Heirs to Lawcara Nainahreeny Chitty in this Affair, and that he hath these known them Twenty two Years or thereabouts and that he doth not know the Respondent Robert Clarke in this Affair And More Saith not to this Interrogatory

2d To the fourth Interrogatory this Deponent saith he hath this knowledge of a certain House now in Question between the Parties in this Cause Situate at the Mosal Pettah and Singa Chitty Street between the Houses of Nallah Chitty Annangaun and Chinny

but that the Deponent knew Reminiscence of the said House and this Deponent saith that the above House was formerly in possession of Lawcara Nainahreeny Chitty, and now remain with his Sons the Petitioners and that the said Lawcara Nainahreeny Chitty did in his life time and until his Death enjoy the said Godowns, and that he likewise in his life time did convert the Rents of it to his own use and that his Sons have enjoyed the said House since his Death And this Deponent saith he never knew the said House to belong to the Defendant And that the said Lawcara Nainahreeny Chitty in his life time did also lay out and advance Moneys towards the Repairs of the said House as also Yield and pay the Conveyance Quit Rent and Scavengers duty, and that the Petitioners likewise after his Death did enjoy the said House in the same manner as their said Father did, and that the said Petitioners did in like manner convert the Rents of the said House to their own Separate use and that they continue to do to this day And that they did also in like manner lay out and advance Moneys towards the Repairs of the said House or Godowns and that they did likewise Yield and Pay the Conveyance Quit Rent and Scavengers duty upon the same And this Deponent saith according to his own Knowledge and real opinion as well as from the General Report of this Place, he thinks the said House or Godowns the property of Lawcara Nainahreeny Chitty and descended from him to the Petitioners And more Saith not to this or the last Interrogatory

Sworn

Vellayden Chitty

Examiner

Mayors Court at Madras pro Defendan

Between Venatachellum and Ballakistnah Chitty of Madras Merchants Sons and Heirs to Lancara Namchiway Chitty deceased Petitioners and Robert Clarke of the same place Inhabitant Respondent

On the Part of the Petitioners

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

Anderson of Madras Conicopoly Aged 30 Years or thereabouts being produced as a Witness in this Affair On the part of the Petitioners was on the 26th Day of April 1734 Signified at the Office of Mr Charles Bromley whose Attorney for the Respondent by Notice in Writing dated the 25th Day of April Instant a Note of the Name Title and Place of Abode of the said Deponent and afterwards on this same Day being Sworn and Examined Deposeth as follows viz.

1st to ..... To the first Interrogatory this Deponent saith That he doth not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrayachum Chitty Nayan Chitty in this Cause, and that he hath been known him ten Years or thereabouts and that he doth know the Petitioners Venatachellum and Balla Kistnah Chitty Sons and Heirs to Lancara Namchiway Chitty in this Affair, and that he hath so known them two or three Years or thereabouts and that he doth not know the Respondent Robert Clarke in this Affair And more saith he not to this Interrogatory

4th to ..... To the fourth Interrogatory this Deponent saith That he hath Knowledge to ascertain the House or Godowns now in Question between the

the parties in this Cause situated at Mootal Apettah in Linga Chitty Street, between the Houses of Balla Chitty Annogam and Arunga Chanay but that he doth not know either the Length or Breadth of the said House And this Deponent saith He that the said House or Godowns was formerly in the Possession of Lancara Namchiway Chitty and doth Now remain in possession of his Sons the Petitioners in this affair, and that the said Lancara Namchiway Chitty did during his Life and until his Death enjoy the said House, and that he did in his Life convert the Rents of the same to his own separate Use, and that the Sons the Petitioners have enjoyed the said House since the Death, and that he never knew or ever heard that the House belonged to the Defendant or any other but Lancara Namchiway Chitty, and this Deponent saith He that Lancara Namchiway Chitty in his Life time did also Layout and Advance Money towards the Repairs of the said House or Godowns, and did also Yield and pay the Company's Quit Rent and Scavengers duty and that the said Petitioners did likewise after his Death enjoy the said House in the same Manner as their said Father did, and that the said Petitioners did in like Manner Convert the Rents of the said House or Godowns to their own Separate use, and that they continued to do so to this day, and that the Petitioners did also in like manner Layout and Advance Money towards the Repairs of the said House, and that the Petitioners did also in like manner Yield and Pay the Company's Quit Rent and Scavengers duty upon the same, and this Deponent saith He according to his own true and Real Opinion as well as from the General Report the Blacks and

the

Mayors Court at
Madraspatanam

Between Vencatachellum and
Ballakistnah Chitty of Madras Merchants
Sons and Heirs to Lancara Namasiwey
Chitty deced Petitioners and Robert Clarke
of the same place Inhabitant Respondent

On the Part of the Petitioners

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

Andeapen of Madras Catechist Aged 30 Years or thereabouts being
produced as a Witness in this Affair On the part of the Petitioners was on the 26.
Day of April 1734 Sequestered at the Office of Mr Charles Romaby whose Attorney
for the Respondent by Ristnah my Servant who also left him a Notice 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

1st to..... To the first Interrogatory this Deponent saith That he doth
Not know the Complainant Robert Clarke in this Cause and
that he doth know the Defendant Madrapatanam Ruddy
Narrain Chitty in this Cause and that he hath so known him
two Years or thereabouts and that he doth know the Petitioners
Vencatachellum and Balla Kistnah Chitty Sons and Heirs
to Lancara Namasiwey Chitty in this Affair and that he hath
so known them these two Years or thereabouts and that he doth
Not know the Respondent Robert Clarke in this Affair And
Mozelaith sent to this Interrogatory

4th to..... To the fourth Interrogatory this Deponent saith That he hath
knowledge of the Messuage or Godown mentioned in Question between

the parties in this Cause situated at Mootal Pettah and Linga Chitty
Street between the Houses of Natta Chitty Arnagam and Arnaga
Chanry but that he doth not know either the Length or Breadth of the said
House And this Deponent saith That the said House or Godown was
formerly in the Possession of Lancara Namasiwey Chitty and doth
Now remain in possession of his Sons the Petitioners in this Affair
and that the said Lancara Namasiwey Chitty did in his Life time
and until his Death enjoy the said House and that he did in his
Life convent the Rents of the same to his own separate Use and that his
Sons the Petitioners have engaged the said House since the Death
and that he never knew or ever heard that the House belonged to
the Defendant or any other but Lancara Namasiwey Chitty and
this Deponent saith That Lancara Namasiwey Chitty in his Life
time did also Layout and Advance Money towards the Repairs of
the said House or Godown and did also Yield and pay the Compa-
nys Quit Rent and Scavengers duty and that the said Petitioners
did likewise after his Death enjoy the said House in the same
Manner as their said Father did and that the said Petitioners
did in like Manner Convent the Rents of the said House or
Godown to their own separate use and that they continued to do
to this day and that the Petitioners did also in like manner
Layout and Advance Money towards the Repairs of the said House
and that the Petitioners did also in like manner Yield and
Pay the Companys Quit Rent and Scavengers duty upon the
same and this Deponent saith According to his own knowledge and
Real Opinion as well as from the General Report that he hath heard

Mayors Court at
Madras pendaan

Between Venkatachellum and
Ballakistnah Chitty of Madras Merchants
Sons and Heirs to Lancaram Namasheway
Chitty deceased Petitioners and Robert Clarke
of the same place Inhabitant Respondent
On the Part of the Petitioners

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

Andeapen of Madras Catechist Aged 30 Years or thereabouts being
produced as a Witness in this Affair On the part of the Petitioners was on the 26th
Day of April 1784 Liquified at the Office of Mr Charles Brownley Attorney
for the Respondent by Rishnah Swamy Servant who also left with a Note of the Name
Title and Place of Abode of this said Deponent and afterwards on the same
Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he doth
Not know the Complainant Robert Clarke in this Cause and
that he doth know the Defendant Madrapaukum Ruddy
Nanan Chitty in this Cause, and that he hath known him
ten Years or thereabouts and that he doth know the Petitioners
Venkatachellum and Balla Kistnah Chitty Sons and Heirs
to Lancaram Namasheway Chitty in this Affair, and that he hath
so known them twelve Years or thereabouts and that he doth
Not know the Respondent Robert Clarke in this Affair And
More saith not to this Interrogatory

To the fourth Interrogatory this Deponent saith that he hath
knowledge of ascertained Houses or Godowns now and Recent and between the

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the parties in this Cause situated at Mootal Pettah and Linga Chitty
Street, Between the House of Natta Chitty Arnagapan and Arunga
Chanty but that he doth not know either the Daughter or Brother of the said
House And that the Deponent saith that the said House or Godown was
formerly in the Possession of Lancaram Namasheway Chitty and doth
Now remain in possession of the Sons the Petitioners in this affair
and that the said Lancaram Namasheway Chitty did die possessed thereof
and until his Death enjoy the said House, and that he did during his
Life convert the Rents of it to his own separate Use, and that the
Sons the Petitioners have enjoyed the said House since their Death,
and that he never knew or ever heard that the House belonged to
the Defendant or any other but Lancaram Namasheway Chitty, and
this Deponent saith that the said Lancaram Namasheway Chitty, and
his Deponent also Layout and Advance Money towards the Repair of
the said House or Godown, and did also Yield and pay the Company
Quit Rent and Scavengers Duty and that the said Petitioners
did likewise after his Death enjoy the said House in the same
Manner as their said Father did, and that the said Petitioners
did in like Manner Convert the Rents of the said House or
Godown to their own Separate use, and that they continued to do
so to this day, and that the Petitioners did also in like manner
Layout and Advance Money towards the Repairs of the said House,
and that the Petitioners did also in like manner Yield and
Pay the Companys Quit Rent and Scavengers Duty upon the
same, and this Deponent saith According to his own true and
Real Opinion and as well As from the General Report that he hath heard

on

Mayor's Court at Madraspatnam

Between Vencatachellum and Ballakistnah Chitty of Madras Merchants Sons and Heirs to Lancara Namshevoy Chitty deceased Petitioners and Robert Clarke of the same place Inhabitants Respondent

On the Part of the Petitioners

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

Andeapen of Madras Conicoply Aged 30 Years or thereabouts being produced as a Witness in this Affair On the part of the Petitioners was on the 26th Day of April 1784 Signified at the Office of Mr Charles Bromley whose Attorney for the Respondent by Kistnah 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 Not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrapaukum Audy Narrain Chitty in this Cause, and that he hath so known him ten Years or thereabouts and that he doth know the Petitioners Vencatachellum and Balla Kistnah Chitty Sons and Heirs to Lancara Namshevoy Chitty in this Affair, and that he hath so known them twelve Years or thereabouts and that he doth Not know the Respondent Robert Clark in this Affair And More Saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, that he hath knowledge of a certain House or Godown now in Question between the

the parties in this Cause situated at Mootal petta in Linga Chittys Street, between the House of Natta Chitty Armogam, and Armoga Charry but that he doth not know either the length or Breath of the said House And this Deponent saith that the said House or Godown was formerly in the Possession of Lancara Namshevoy Chitty and doth Now remain in possession of his Sons the Petitioners in this affair, and that the said Lancara Namshevoy Chitty did in his life time and untill his death enjoy the said House, and that he did in his Life convert the Rents of it to his own separate Use, and that his Sons the Petitioners have enjoyed the said House since the death, and that he never know or ever heard that the House belonged to the Defendant or any other but Lancara Namshevoy Chitty, and this Deponent saith that Lancara Namshevoy Chitty in his life time did also layout and Advance Money towards the Repairs of the said House or Godown, and did also Yeild and pay the Companys Quit Rent and Scavengers duty and that the said Petitioners did likewise after his death enjoy the said House in the same Manner as their said Father did, and that the said Petitioners did in like Manner Convert the Rents of the said House or Godown to their own Separate use, and that they continue to do So to this day, and that the Petitioners did also in like manner Layout and Advance Money towards the Repairs of the said House, and that the Petitioners did also in like manner Yeild and Pay the Companys Quit Rent and Scavengers duty upon the Same, and this Deponent saith According to his own true and Real Opinion as well as from the General Report he has heard in

Mayors Court at Madras pendavion

Between Venacatachellum and Balla Kistnah Chitty of Madras Merchants Sons and Heirs to Lancara Nainchenay Chitty deceased Petitioners and Robert Clarke of the same place Inhabitant Respondent

On the Part of the Petitioners

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

Andeayen of Madras Coniscopply Aged 30 Years or thereabouts being produced as a Witness in this Affair on the part of the Petitioners was on the 26th Day of April 1734 Sequestred at the Office of Mr Charles Beauchamp whose Attorney for the Respondent by Richard Lemyn Lewis 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 Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith That he doth Not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrapauchenny Audy Nayna Chitty in this Cause and that he hath been known them two Years or thereabouts and that he doth know the Petitioners Venacatachellum and Balla Kistnah Chitty Sons and Heirs to Lancara Nainchenay Chitty in this Affair and that he hath so known them twelve Years or thereabouts and that he doth Not know the Respondent Robert Clarke in this Affair And Mozi Saith he can't to this Interrogatory

To the 4th ..... To the fourth Interrogatory this Deponent saith That he hath knowledge for ascertained House or Godowns now in Question between the

the parties in this Cause situated at Mootal pettah in Long Chitty Street between the Houses of Natta Chitty Arrangam and Arrang Chetty but that he doth not know either the Length or Breadth of the said House And this Deponent saith That the said House or Godown was formerly in the Possession of Lancara Nainchenay Chitty and doth Now remain in possession of the Sons the Petitioners in this affair and that the said Lancara Nainchenay Chitty did in his Life time and until his death enjoy the said House and that he did in his Life convert the Rents of it to his own Use and that the Sons the Petitioners have enjoyed the said House since the death and that he never knew or ever heard that the House belonged to this Defendant or any other but Lancara Nainchenay Chitty and this Deponent saith That Lancara Nainchenay Chitty in his life time did also Layout and Advance Money towards the Repairs of the said House or Godown and did also Yield and pay the Company's Quit Rent and Scavengers duty and that the said Petitioners did likewise after his death enjoy the said House in the same Manner as their said Father did and that the said Petitioners did in like Manner Convert the Rents of the said House or Godown to their own Use and that they continued so to do to this day and that the Petitioners did also in like manner Layout and Advance Money towards the Repairs of the said House and that the Petitioners did also in like manner Yield and Pay the Company's Quit Rent and Scavengers duty upon the same and this Deponent saith According to his own true and Real Opinion as well as from the General Report he has heard

and

Mayors Court at Madraspatnam

Between Venkatachellum and Pallakistnah Chitty of Madras Merchants Sons and Heirs to Lancarah Nainchoway Chitty deceased Petitioners and Robert Clarke of the same place Inhabitants Respondent

On the Part of the Petitioners

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

Andeayen of Madras Coniceply Aged 30 Years or thereabouts being produced as a Witness in this Affair On the part of the Petitioners was on the 26th Day of April 1784 Liquified at the Office of Mr Charles Rumley whose Attorney for the Respondent by Virtue of a Dedimus Potestatem who also left them a Notice 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 ..... To the first Interrogatory this Deponent saith That he doth not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrayaschetty Ruddy Narrain Chitty in this Cause and that he has been known these two Years or thereabouts and that he doth know the Petitioners Venkatachellum and Palla Kistnah Chitty Sons and Heirs to Lancarah Nainchoway Chitty in this Affair and that he has to his own knowledge these two Years or thereabouts and that he doth not know the Respondent Robert Clarke in this Affair And to More saith he has to this Interrogatory

4th to ..... To the fourth Interrogatory this Deponent saith That he hath knowledge to ascertain a House or Godown now in Question between the

the parties in this Cause situated Dd at Mootal Pettah in Linga Chitty Street between the Houses of Natta Chitty Arumogam and Arunga Chetty but that he doth not know either the Lengths or Breadths of the said House And this Deponent saith That the said House or Godown was formerly in the Possession of Lancarah Nainchoway Chitty and doth Now remain in possession of his Sons the Petitioners in this affair and that the said Lancarah Nainchoway Chitty did in his Lifetime and until his Death enjoy the said House and that he did in his Life convert the Rents of the same to his own separate Use and that his Sons the Petitioners have enjoyed the said House since the Death and that he never knew or ever heard that this House belonged to the Defendant or any other but Lancarah Nainchoway Chitty and this Deponent saith That Lancarah Nainchoway Chitty in his Life time did also Layout and Advance Money towards the Repairs of the said House or Godown and did also Yield and pay the Company Quit Rent and Scavengers Duty and that the said Petitioners did likewise after his Death enjoy the said House in the same Manner as their said Father did and that the said Petitioners did in like Manner Convert the Rents of the said House or Godown to their own Separate Use and that they continued to do so to this Day and that the Petitioners did also in like manner Layout and Advance Money towards the Repairs of the said House and that the Petitioners did also in like manner Yield and Pay the Companys Quit Rent and Scavengers Duty upon the same and this Deponent saith According to his own Knowledge and Real Opinion as well as from the General Report the Houses and

Mayors Court at Madras pattanam

Between Venatachellum and Balla Chetty of Madras Merchants Sons and Heirs to Lancara Nainchenay Chitty deceased Petitioners and Robert Clarke of the same place Inhabitants Respondent

On the Part of the Petitioners

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

Andeapen of Madras Peniconply Aged 30 Years or thereabouts being produced as a Witness in this Affair On the part of the Petitioners was on the 26th Day of April 1734 Liquified at the Office of Mr Charles Bromley whose Attorney for the Respondent by Rotwal Ling Linga was also present and a Notice of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

To the ..... To the first Interrogatory this Deponent saith, That he doth Not know the Complainant Robert Clarke in this Cause and That he doth know the Defendant Madrapauchenny Reedy Nainar Chitty in this Cause, and that he hath been known them Twenty Years or thereabouts and that he doth know the Petitioners Venatachellum and Balla Rishnah Chitty Sons and Heirs to Lancara Nainchenay Chitty in this Affair and that he hath so known them Twenty Years or thereabouts and that he doth Not know the Respondent Robert Clarke in this Affair And

Mezo Laith sent to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, That he hath knowledge of a certain House or Godown now in Question between the

the parties in this Cause situate Lying & being at Mootal pettah in Linga Chitty Street, between the Houses of Natta Chitty Annoganny and Aranga Channy but that he doth not know either the Complainant or Defendant of the said House And this Deponent saith that the said House or Godown was formerly in the Possession of Lancara Nainchenay Chitty and doth Now remain in possession of their Sons the Petitioners in this affair, and that the said Lancara Nainchenay Chitty did during his Life time and until his Death enjoy the said House, and that he did during his Life convent the Rents of the same to his own separate Use, and that the Sons the Petitioners have enjoyed the said House since the Death, and that he never knew or ever heard that the House belonged to the Defendant or any other but Lancara Nainchenay Chitty, and this Deponent saith that Lancara Nainchenay Chitty in his Life time did also Layout and Advance Money towards the Repairs of the said House or Godown, and did also Yield and pay the Company Quit Rent and Scavengers Duty and that the said Petitioners did likewise after his Death enjoy the said House in the same Manner as their said Father did, and that the said Petitioners did in like Manner Convent the Rents of the said House or Godown to their own Separate use, and that they continued to do so to this day, and that the Petitioners did also in like manner Layout and Advance Money towards the Repairs of the said House, and that the Petitioners did also in like manner Yield and Pay the Company Quit Rent and Scavengers Duty upon the same, and this Deponent saith According to his own knowledge and Real Opinion as well as from the General Report that he has heard

in

Mayor's Court at
Madraspatnam

Between Venatachellum and
Pallakistnah Chitty of Madras Merchants
Sons and Heirs to Lancara Nainshewy
Chitty deceased Petitioners and Robert Clarke
of the same place Inhabitants Respondent
On the Part of the Petitioners

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

Indeayen of Madras Cenicopoly Aged 30 Years or thereabouts being
produced as a Witness in this Affair On the part of the Petitioners was on the 26th
Day of April 1784 Liquified at the Office of Mr Charles Bromley their Attorney
for the Respondent the Defendant Lowgan Cuke also Cullum of the Settlement and
Title and Place of Abode of this said Deponent and afterwards on the same
Day being Sworn and Examined Deposeth as followeth viz.

To the first Interrogatory this Deponent saith That he doth
Not know the Complainant Robert Clarke in this Cause and
that he doth know the Defendant Madraspatnam Ruddy
Narrain Chitty in this Cause, and that he hath known him
ten Years or thereabouts and that he doth know the Petitioners
Venatachellum and Palla Kistnah Chitty Sons and Heirs
to Lancara Nainshewy Chitty in this Affair and that he hath
so known them these two Years or thereabouts and that he doth
Not know the Respondent Robert Clarke in this Affair And
More Saith not to this Interrogatory

To the fourth Interrogatory this Deponent saith That he hath
knowledge of ascertained House or Godown in Question between the

the parties in this Cause situated at Mootal Pettah and Linga Chitty
Street, between the House of Natta Chitty Annagaun, and Annaga
Chavey but that he doth not know either the Length or Breadth of the said
House And this Deponent saith that the said House or Godown was
formerly in the Possession of Lancara Nainshewy Chitty and doth
Now remain in possession of his Sons the Petitioners in this affair,
and that the said Lancara Nainshewy Chitty did in his Life time
and until his Death enjoy the said House, and that he did in his
Life convert the Rents of it to his own Use, and that his
Sons the Petitioners have enjoyed the said House since his Death,
and that he never knew or ever heard that the House belonged to
the Defendant or any other but Lancara Nainshewy Chitty, and
this Deponent saith that Lancara Nainshewy Chitty in his Life
time did also Layout and Advance Money towards the Repairs of
the said House or Godown, and did also Yield and pay the Compa
nys Quit Rent and Scavengers duty and that the said Petitioners
did likewise after his Death enjoy the said House in the same
Manner as their said Father did, and that the said Petitioners
did in like Manner Convert the Rents of the said House or
Godown to their own Use and that they continued so to do
to this day, and that the Petitioners did also in like manner
Layout and Advance Money towards the Repairs of the said House,
and that the Petitioners did also in like manner Yield and
Pay the Companys Quit Rent and Scavengers duty upon the
same, and this Deponent saith According to his own knowledge and
Real Opinion and as well as from the General Report he has heard

and

in this place that the said Lands is the property of Lancara Nanashewy Chitty, and descended to him to his Sons the Petitioners — And means saith not to this or the last Interrogatory

Siver Colt
Examiner

Mayors Court at Madraspatanam

Between Venkatachellum and Ballakistnaih Chitty of Madras Merchants, Sons and Heirs Lancara Nanashewy Chitty deceased Petitioners and Thomas Robert Clarke of the same Place Inhabitant Respondent

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

Cundapah Chitty of Madras Dhoy Peyon Aged 50 Years or thereabouts being produced as a Witness in this Affair on the Part of the Petitioners was on the 17th Day of April 1784 Signified at the Office of Mr Charles Bromley who is Attorney for the Respondent by Pestunah my Servant who also left there 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 not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrapaichum Ruddy Narrain Chitty in this Cause and that he hath so known him Ten Years or thereabouts and that he doth know the Petitioners

Petitioners Venkatachellum and Ballakistnaih Sons and Heirs to Lancara Nanashewy Chitty in this Affair and that he hath so known them Ten Years or thereabouts and that he doth not know the Respondent Robert Clarke in this Affair and means saith Not to this Interrogatory

3d — To the fifth Interrogatory this Deponent saith that he was present when Lancara Nanashewy Chitty in his Life Time demanded of the Defendant the Delivery of the Chaultry Bill of Sale of the Godowns in Question telling him at the same time that as he had received the full Amount of the Purchase Money it was unlawful for him to withhold the Bill of Sale and this Deponent saith that the said Defendant did tell the said Lancara Nanashewy Chitty at the same time Not to make himself uneasy about the Bill of Sale of the said Deponents Master and desired him to take and Regard the same just the same as if the Bill of Sale was in the Lancara Nanashewy Chitty Custody and that if the Lancara Nanashewy Chitty had any Occasion he would willingly lodge his own Honest Bill of Sale with the said Lancara Nanashewy Chitty or with any other Person on this Account, to prove which Lancara Nanashewy Chitty replied just as they pleased — And means saith and to this or the Last Interrogatory

Siver Colt
Examiner

in this place that the said Lawsuit is the property of Lancara Nanashewy Chitty and descended to him from his Sons the Petitioners Andamore Saith not to this or the last Interrogatory

Xavier Colt
Examiner

Mayors Court at Madraspatanam

Between Venkatachellum and Pallakistnaih Chitty of Madras Merchants Sons and Heirs Lancara Nanashewy Chitty Deceased Petitioners and Robert Clarke of the same Place Inhabitant Respondent

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

Cundapah Chitty of Madras Shop Keeper Aged 44 Years or thereabouts being produced as a Witness in this Affair on the Part of the Petitioners was on the 17th Day of April 1784 Examined at the Office of Mr Charles Brownley who is Attorney for the Respondent by Pistuah 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 follows

4th To the first Interrogatory this Deponent saith that he doth not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrapauk nam Reddy Narrain Chitty in this Cause, and that he hath been known him Ten Years or thereabouts and that he doth know the Petitioners

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Petitioners Venkatachellum and Pallakistnaih Sons and Heirs to Lancara Nanashewy Chitty in this Affair, and that he hath so known them Ten Years or thereabouts and that he doth not know the Respondent Robert Clarke in this Affair and more Saith not to this Interrogatory

5th To the fifth Interrogatory this Deponent saith that he was present when Lancara Nanashewy Chitty in his Life Time demanded of the Defendant the Delivery of the Chowltry Bill of Sale of the Godowns in Question, telling him at the same Time that as he had Received the full Amount of the Purchase Money it was unlawful for him to withhold the Bill of Sale and this Deponent saith that the said Defendant did tell the said Lancara Nanashewy Chitty at the same time Not to make himself uneasy about the Bill of Sale of the said disputed Premises and desired him to take and Regard the same just the same as if the Bill of Sale was in the Lancara Nanashewy Chitty's Custody and that if the Lancara Nanashewy Chitty had any Scruples he would willingly lodge the own Honor Bill of Sale with the said Lancara Nanashewy Chitty or with any other Person on this Account, to prevent which Lancara Nanashewy Chitty replied just as he pleased And more Saith not to this or the Last Interrogatory

Xavier Colt
Examiner

in this place, that the said House is the property of Lawcara Nawnchewy Chitty, and descended from him to his Sons the Petitioners — And more Saith not to this or the last Interrogatory

Steven Colt
Examiner

Mayors Court at Madraspatanam

Between Venkatachellum and Pallakistnaih Chitty of Madras Merchants, Sons and Heirs Lawcara Nawnchewy Chitty deceased Petitioners and the said Robert Clarke of the same Place Inhabitant Respondent

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

Cundayah Chitty of Madras Shop Keeper Aged 44 Years or thereabouts being produced as a Witness in this Affair on the Part of the Petitioners was on the 17th Day of April 1784 Examined at the Office of Mr Charles Bromley who is Attorney for the Respondent by Fictualler my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

4th to 5th — To the first Interrogatory this Deponent saith That he Calls Not Know the Complainant Robert Clarke in this Cause and That he Calls Know the Defendant Madrapauk Kunna Reddy Narrain Chitty in this Cause, and That he Shall so known him Ten Years or thereabouts — and That he Calls Know the Petitioners

Petitioners Venkatachellum and Pallakistnaih Sons and Heirs to Lawcara Nawnchewy Chitty in this Affair, and That he Shall so known them Ten Years or thereabouts — and That he Cd not know the Respondent Robert Clarke in this Affair — and more Saith Not to this Interrogatory

5th — To the fifth Interrogatory this Deponent saith That he was present when Lawcara Nawnchewy Chitty in his Life Time demanded of the Defendant the Delivery of the Choultry Bill of Sale of the Godowns in Question, telling him at the same Time That as he had Received the full Amount of the Purchase Money it was unlawful for him to withhold the Bill of Sale and this Deponent Saith That the said Defendant did tell the said Lawcara Nawnchewy Chitty at the same time Not to make himself uneasy about the Bill of Sale of the said disputed Premises and desired him to take and Regard the same just the same Light as if the Bill of Sale was in the Lawcara Nawnchewy Chitty's Custody and That if the Lawcara Nawnchewy Chitty had any Scruples he would willingly Lodge his own House Bill of Sale with the said Lawcara Nawnchewy Chitty or with any other Person on his Account, upon which Lawcara Nawnchewy Chitty Replied just as they pleased — And more Saith not to this or the Last Interrogatory

Steven Colt
Examiner

in this place that the said House is the property of Lancara Nanachewy Chitty, and descended from him to his Sons the Petitioners Vindmore Saith not to this or the last Interrogatory

Steven Catt
Examiner

Mayors Court at Madraspatanam

Between Venkatachellum and Ballakistaiah Chitty of Madras Merchants, Sons and Heirs Lancara Nanachewy Chitty deceased Petitioners and the said Robert Clarke of the same Place Inhabitant Respondent

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

Cundapah Chitty of Madras Shop Keeper Aged 40 Years or thereabouts being produced as a Witness in this Affair on the Part of the Petitioners was on the 17th Day of April 1786 Signified at the Office of Mr Charles Bromley who is Attorney for the Respondent by Pestanakemy Servant who also left them a Notes 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 not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrapaikum Audy Nanaien Chitty in this Cause and that he hath so known him Ten Years or thereabouts and that he doth know that the Petitioners

Petitioners Venkatachellum and Ballakistaiah Sons and Heirs to Lancara Nanachewy Chitty in this Affair and that he hath so known them Ten Years or thereabouts and that he doth not know the Respondent Robert Clarke in this Affair and more Saith Not to this Interrogatory

5th. To the fifth Interrogatory this Deponent saith that he was present when Lancara Nanachewy Chitty in his Life time demanded of the Defendant the Delivery of the Chancellory Bill of Sale of the Godowns in Question, telling him at the same time that as he had received the full amount of the purchase money it was unlawful for him to withhold the Bill of Sale and this Deponent saith that the said Defendant did tell the said Lancara Nanachewy Chitty at the same time Not to make himself uneasy about the Bill of Sale of the said disputed Premises and desired him to take and regard the same just the same as tho' the Bill of Sale was in his Lancara Nanachewy Chitty's Custody and that if the Lancara Nanachewy Chitty had any Scruples he would willingly lodge his own House Bill of Sale with the said Lancara Nanachewy Chitty or with any other Person on this Account to prove which Lancara Nanachewy Chitty replied just as he pleased And more Saith and to this or the Last Interrogatory

Steven Catt
Examiner

in this place that the said House is the property of Lancara
Nanoshwary Chitty, and descended from him to his Sons the
Petitioners — And answers Saith not to this or the last Interrogatory

Oliver Colt
Examiner

Mayors Court at
Madraspatanam

Between Venkatachellum and
Balla Kistnaiah Chitty of Madras Mer-
chants, Sons and Heirs Lancara Nanoshwary
Chitty deceased Petitioners and the said
Robert Clarke of the same Place Inhabitant
Respondent

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

Cundapah Chitty of Madras Chuys Region Aged 24 Years or
thereabouts being produced as a Witness in this Affair on the Part of the
Petitioners was on the 17th Day of April 1784 Signified at the Office of Mr
Charles Bromley who is Attorney for the Respondent by Pedro his
Servant who also left there 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 — To the first Interrogatory this Deponent saith that he doth
not know the Complainant Robert Clarke in this Cause and
that he doth know the Defendant Madrapakkum Audy
Narrain Chitty in this Cause, and that he hath so known
him Ten Years or thereabouts — and that he doth know the
Petitioners

Petitioners Venkatachellum and Balla Kistnaiah Sons and Heirs
to Lancara Nanoshwary Chitty in this Affair, and that he hath so
known them Ten Years or thereabouts — and that he doth not know
the Respondent Robert Clarke in this Affair — and answers Saith
Not to this Interrogatory

5th — To the fifth Interrogatory this Deponent saith that he was present
when Lancara Nanoshwary Chitty in his life time demanded
of the Defendant the Delivery of the Chaultry Bill of Sale of the
Godowns in Question, telling him at the same time that as he
had received the full amount of the purchase money it was
unlawful for him to withhold the Bill of Sale and this Deponent
saith that the said Defendant did tell the said Lancara Nano-
shwary Chitty at the same time Not to make himself uneasy
about the Bill of Sale of the said disputed Houses and desired
him to take and regard them as mine for the same Light as the
Bill of Sale was in his Lancara Nanoshwary Chitty's Custody
and that if the Lancara Nanoshwary Chitty had any Occasion
he would willingly lodge his own Honour Bill of Sale with the
said Lancara Nanoshwary Chitty or with any other
Person on his Account, upon now which Lancara Nanoshwary
Chitty replied just as he pleased — And answers Saith and he
this or the Last Interrogatory

Oliver Colt
Examiner

(36)

Mayor's Court at Madraspatnam

Between Venkatachellum and Ballakistnah Chitty of Madras Merchants Sons and Heirs to Lawrana Namchewy Chitty Deceased Petitioners and the said Robert Lamy Clarke of the Place Inhabitants Respondent On the Part of the Petitioners

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

Cooty Chitty of Madras Shroffmaker Aged 55 Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioners was on the 29th Day of April 1786 Legnified at the Office of Mr Chas Crommelin who is Attorney for the Respondent by Krishna Penny Servant who also left him a Note of the Name Style and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.th

1st ..... To the first Interrogatory this Deponent saith That he doth not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrayanhunn Audy Narrain Chitty in this Cause and that he hath so known him Twenty Years or thereabouts and that he doth know the Petitioners Venkatachellum and Ballakistnah Chitty Sons and Heirs to Lawana Namchewy Chitty in this Affair and that he hath so known them from their Birth and that he doth not know the Respondent Robert Clarke in this Affair and knows Nothing Further to this Interrogatory

6th ..... To the Sixth Interrogatory this Deponent saith That the Defendant in the Month of April One Thousand Seven Hundred and

(37)

Seventy five wrote a Cadjan Letter from Wallajanagutty to the Defendt. Madrayanhunn Audy Narrain Chitty desiring him to purchase the House or Godown and Premises for on Account of Lawana Namchewy Chitty offering at the same time to pay the money With which he might purchase the same (and this Deponent saith Some time after he wrote the above Letter he was informed that Lawana Namchewy Chitty delivered Some Goods paid Some Ready Cash and made over some outstanding Ballances to the Defendant towards the Purchase of the said House or Godown And this Deponent saith He that he had heard of such property having been delivered to the Defendant by Lawana Namchewy Chitty before the sent the Defendant the said Letter he would have declined Lending the Defendant the said Letter, because if such payment had been made and Settled this Deponent would have thought it unnecessary to send the Letter in Question and Answers as to No. this or the Last Interrogatory

Sworn

Vincd Coll
Examiner

All the time Signing Upon producing the Cadjan Letter by Order of the Hon.ble Court this Deponent saith That the Purport of the said Letter sets forth "That he heard that the Godown in Question was to be Sold by Public Outcry on Monday Next and if it was Sold by Outcry it should Not go to other People whom we desired upon Your Godown to Trust by You and be happy for, and that if you shall Never be remembered Have not Received any thing there or here, You know Yourself If the Godown falls into the hands

Mayor's Court at Madraspatnam

Between Venkatachellum and Ballakistnah Chitty of Madras Merchants Sons and Heirs to Lamiana Namasiwaya Chitty Deced Petitioners and the said Robert Lamy Clarke of the Place Inhabitants Respondent On the Part of the Petitioners

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

Cooly Chitty of Madras Shroffe per Aged 55 Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioners was on the 29th Day of April 1734 Signified at the Office of Mr Charles Bromley Attorney for the Petitioners by Richard Lamy 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 Deponeth as follows viz

1st To the first Interrogatory this Deponent saith that he doth not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrapauhum Reddy Narrain Chitty in this Cause and that he has known him Twenty Years or thereabouts and that he doth know the Petitioners Venkatachellum and Ballakistnah Chitty Sons and Heirs to Lamiana Namasiwaya Chitty in this Affair and that he has known them from their Birth and that he doth not know the Respondent Robert Clarke in this Affair and knows Nothing more to this Interrogatory

6th To the Sixth Interrogatory this Deponent saith that the Defendant Madrapauhum Reddy Narrain Chitty Seventy five Rials a Cadjan Letter from Mallaya gouda to the Defendt Madrapauhum Reddy Narrain Chitty desiring him to purchase the House or Godown and Premises for and Account of Lamiana Namasiwaya Chitty offering at the same time to pay the Money With which he might purchase the same and this Deponent saith Some time after he wrote the above Letter he was informed that Lamiana Namasiwaya Chitty delivered Some Goods paid Some Ready Cash and made over some outstanding Ballances to the Defendant towards the Purchase of the said House or Godown And this Deponent saith that if he had heard of such property having been delivered to the Defendant by Lamiana Namasiwaya Chitty before the sent the Defendant the said Letter he would have declined had Been made and for this Deponent would have thought it unnecessary to sent the Letter in Question and Answereth to Nothing more to this or the Last Interrogatory

Olivier Coll
Examiner

(87)

At the Same Time Signing Upon producing the Cadjan Letter by Order of the Worshipful Court this Deponent saith that the Purport of the said Letter is as follows viz That the Godowns and Premises was to be Sold by Public Outcry on Monday Next and if it was Sold by Outcry it Should not go to other People but were Reserved upon Your Word and Trust by You and be happy for and that You Should Never be remembered Have and Received any thing More or more Than Known Yourself If the Godowns fall out to the Sum of

Mayors Court at
Madrasapatanam

Between Venkatachellum and
Ballakistnah Chitty of Madras Merchants
Sons and Heirs to Lawsa and Namchewy Chitty
Deceased Petitioners and the said Robert
Clarke of the Place Inhabitants Respondent
On the Part of the Petitioners

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

Cooty Chitty of Madras Shroffe aged 55 Years or thereabouts
being produced as a Witness in this Affair On the Part of the Petitioners was on
the 29th Day of April 1784 Legnified at the Office of Mr Charles Bamber
who is Attorney for the Respondent by Rachua Bang 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 Deponeth as follows viz

1st ..... To the first Interrogatory this Deponent Saith that he doth not
know the Complainant Robert Clarke in this Cause and that he
doth know the Defendant Madrapauhum Rudy Narrain Chitty
in this Cause and that he did three known him Twenty Years or
there abouts and that he doth know that Petitioners Venkatachellum
and Ballakistnah Chitty Sons and Heirs to Lawsa Namchewy
Chitty in this Affair and that he hath seen them from their
Birth and that he doth not know the Respondent Robert Clarke
in this Affair and knows Saith not to this Interrogatory

6th ..... To the Sixth Interrogatory this Deponent Saith that he did Some
time in the Month of April One Thousand Seven Hundred and
Seventy

Seventy five write a Cadjan Letter from Wallajanagutty to the Defendt
Madrapauhum Rudy Narrain Chitty desiring him to purchase
the Houses or Godowns and Premises for an Account of Lawsa
Namchewy Chitty offering at the same time to pay the money
Whether or not he might purchase the same and this Deponent saith
Some time after he wrote the above Letter he was informed that
Lawsa Namchewy Chitty delivered Some Goods paid
Some Ready Cash and made over some outstanding Ballances
to the Defendant towards the Purchase of the said Houses or Godowns
And this Deponent saith that if he had had any Such property
having been delivered to the Defendant by Lawsa Namchewy Chitty
before the sent the Defendant the said Letter he would have delivered
Sunding the Defendant the said Letter because Such Payment
had been made was not for this Deponent would have thought it
unnecessary to write the Letter in Question and Answer to the
Not to this or the Last Interrogatory

Vizd Cott
Examiner

At the time of Signing Upon producing the Cadjan Letter by Order
of the Honble Court this Deponent Saith that the Purport of the
Said Letter Sets forth viz "That he heard that the Godowns in Question
" was to be Sold by Public Outcry on Monday Next and if it was
" Sold by Outcry it Should Not go to other People because Deponent
" upon Your Account Trod by You and be sharpy, and that You
" shall Never be remembered Have not Received any thing there
" or since, You know Yourself, If the Godowns fall into the hands

of other People it will not be good, therefore You Should try and get the Said Godown. If will give You very great Reputation It will be no trouble to You, nor will it heert You, You must bid what other People bid and buy and keep it in Your Possession after the amount of the purchase shall be paid to You we shall get the Godown afterwards we have taken much trouble to build the Godown if it falls into any other Person hands it will give as much uneasiness, what can I write more, You are Sensible You will also Provide all the necessary things for Lancara Namshevoy Chitty and Assist him to perform the wedding of One of his Sons Vencatachellum One of the Petitioner in this Cause and also You will try and Settle Mr. Bromleys business, my Brother have not wrote any thing about it, You will keep favor on us You will give every thing that is necessary for the wedding and appoint the day and Write me I dont know whether my brother has got ready for want of Your leave, therefore You will Send for my brother and tell him what is necessary for the Occasion and appoint the day for the wedding and desire my brother to write me, we depend upon You to preserve Our Family as a Father and mother the Children are Yours You Should try to bring them up You being Sensible I need not say any more You will consider and buy the Godown and keep it after the amount Purchase is paid to You If You please to give the Godown as Support to the Children it is Well, You will please Send Answer to this, and I shall be deligent in the Molega business — And this Deponent further saith that

that after he heard that the Money was paid by Lancara Namshevoy Chitty to the Defendant he wrote a Letter to the Defendant about the Receipt of the Money —

Olive Colt
Examiner

Mayor's Court at Madraspatnam

Between Vencatachellum and Ballakistnah Chitty of Madras Merchants Sons and heirs to Lancara Namshevoy Chitty deceased Petitioners and the said Robert Clarke of the same place Inhabitant Respondent —

On the Part of the Petitioners

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

Vengadasha Chitty of Madras Shope Keeper Aged 35 Years or thereabouts — being produced as a Witness in this Affair On the Part of the Petitioners was on the 17th Day of April 1784 Signified at the Office of Mr. Charles Bromley who is Attorney for the Respondent by Kistnah 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 not

Not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrapauchunna Reddy Navaun Chilly in this Cause, and that he hath so known him fifteen Years or thereabouts and that he doth know the Petitioners Annachella Lutchemy and Pallakeenah Chilly Sons and Heirs to Lawcara Vaun-chewy Chilly in this Affair, and that he hath so known them twenty Years or thereabouts and that he doth not know the Respondent Robert Clarke in this Affair and Answers Saith not to this Interrogatory

7th To the Seventh Interrogatory this Deponent Saith that he was Present to the best of his Recollection about Seven or Eight Years ago when One Chinnavalavay Annoga Chilly granted the Defendant a certain rotten agreement thereunto engaging himself to Legal a Choultry Bill of Sale for the House and Ground in Question Whenever he Should be Required so to do in favour of any Person he Should Name and that the said Defendant did Signify at the Same time to the said Chinnavalavay Annoga Chilly that the Houses and Ground in Question did belong to Lawcara Vaunchewy Chilly and this Deponent saith that when Chinnavalavay Annoga Chilly was informed by the Defendant that the Bill of Sale was to be made out in the Name of Lawcara Vaunchewy Chilly he agreed to Legal that whose property the said House was and that the Defendant Signified Nothing more to Chinnavalavay Annoga Chilly respecting the said Bill of Sale than has already been Set forth and Answers

Saith

Saith Not to this or the last Interrogatory

Oliver Colt
Examiner

Mayors Court at Madraspatnam

Between Annachella Lutchemy and Pallakeenah Chilly of Madras Merchants Sons and Heirs of Lawcara Vaunchewy Chilly Deceased Petitioners and the said Robert Clarke of the same place Inhabitant Respondent

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

Annachella Chilly of Madras Merchant Aged 27 Years or thereabouts being produced as a Witness in this Affair on the Part of the Petitioners was on the 2d Day of May 1784 Signified at the Office of Mr Charles Bramley who is Attorney for the Respondent by Krishnadass Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz

1st To the first Interrogatory this Deponent Saith that he doth not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrapauchunna Reddy Navaun

Narrain Chitty in this Cause, and that he hath so known him fifteen or Sixteen Years — and that he doth know the Petitioners Veneatachellum and Ballakistnah Chitty Sons and Heirs to Sancara Namshevoy Chitty in this Affair, and that he hath so known them ten or fifteen Years — and that he doth Not know the Respondent Robert Clarke in this Affair and More Saith not to this Interrogatory —

8th — To the Eighth Interrogatory this Deponent saith, that he was Not present but that he heard from Sancara Namshevoy Chitty upwards of ten Years ago that Madrapaukum Audy Narrain Chitty was persuading him Sancara Namshevoy Chitty to place in his possession certain Goods and Merchandizes Ready Cash and Outstanding Ballance towards the Purchase of the House or Godown in Question for the Support of him the said Sancara Namshevoy Chitty and that the said Goods were lodged with Madrapaukum Audy Narrain Chitty to secure them from his Creditors and that Sancara Namshevoy Chitty did afterwards place in the said Defendt. Possession certain Goods Merchandizes and Ready Cash Amounting in all to one thousand six hundred and ninety Odd Pagos towards the Purchase of House or Godown in Question, and this Deponent saith it is About ten Years ago since the above Goods were delivered and that the Defendant did Accordingly Purchase the House one Year after the goods were lodged in the Name of Cherry Valasy Armoga Chitty and gave it to Sancara Namshevoy Chitty, and this Deponent was informed by Sancara Namshevoy Chitty that the said House was purchased from the Produce

Produce of the said Goods Merchandizes Ready Cash and outstanding Balances — And more saith not to this Interrogatory —

To the last Interrogatory this Deponent saith, that the Petitioners enjoy this day the House in Question in the same manner that their father Sancara Namshevoy Chitty did when he was alive — and more saith not to this Interrogatory —

[illegible]

Chin[illegible]
Produced
[illegible] April [illegible]
the Respo[illegible]
of Abode
and

Oliver Colt
Examiner

Mayor's Court at Madraspatnam

Between Veneatachellum and Ballakistnah Chitty of Madras Merchants Sons and heirs to Sancara Namshevoy Chitty Deceased Petitioners and the said Robert Clarke of the same Place Inhabitants Respondent —

On the Part of the Petitioners

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

Adam Boy of Madras Peon Aged 35 Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioners was on the 29th Day of April 1784 Signified at the Office of Mr. Charles Bromley who is Attorney for the Respondent by Kistnah 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 not know the Complainant Robert Clarke in this Cause — and that he doth know the

Narrain Chitty in this Cause, and that he hath also known him
fifteen or Sixteen Years - and that he doth know the Petitioner
Venkatachellum and D. Balakristnah Chitty Sons and Heirs
to Lancara Nainchewy Chitty in this Affair, and that he
hath also known them these fifteen Years - and that he doth
not know the Respondent Robert Clarke in this Affair and
More Saith not to this Interrogatory -

4th To the Eighth Interrogatory this Deponent saith, That he was
Not present but that he heard from Lancara Nainchewy
Chitty upwards of Three Years ago that Madrapatam Hunna Body
Narrain Chitty was persuading him Lancara Nainchewy
Chitty to place in this profession certain Goods and Merchandizes
Ready Cash and Outstanding Ballances towards the
Purchase of the House or Godown in Question for the
Support of him the said Lancara Nainchewy Chitty and
that the said Goods were lodged with the Madrapatam Hunna
Body Narrain Chitty to secure them from his Creditors and that
Lancara Nainchewy Chitty did afterwards place in the said Defendts
Profession certain Goods Merchandizes and Ready Cash Amount-
ing in all to one Thousand six hundred and twenty Odd Pags
towards the Purchase of House or Godown in Question, and
this Deponent saith it is About Ten Years ago since the above
Goods were delivered and that the Defendant did accordingly
Purchase the House one Year after the goods were lodged in the
Name of Cherry Valavy Ramaya Chitty and gave it to Lancara
Nainchewy Chitty, and this Deponent was informed by Lancara
Nainchewy Chitty that the said House was purchased from the
Produce

Produce of the said Goods Merchandizes Ready Cash and Outstanding
Balances - And more saith not to this Interrogatory -

To the last Interrogatory this Deponent saith, That the Petitioner enjoy to
this day the House in Question in the same manner that their father
Lancara Nainchewy Chitty did when he was alive - and more saith
not to this Interrogatory -

Olivier Bell
Examiner

Mayor's Court at
Madrapatam

Between Venkatachellum and
Balakristnah Chitty of Madras Merchant
Sons and Heirs to Lancara Nainchewy
Chitty Deceased Petitioners and the said
Robert Clarke of the same Place Inhabitant
Respondent -

On the Part of the Petitioners

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

Adam Roy of Madras Gent Aged 35 Years or thereabouts being produced
as a Witness in this Affair on the Part of the Petitioners was and the 29th Day of April
1734 Inquisited at the Office of Mr Charles Bromley where Attorney for the
Respondent by Rustum a Servant to be also left Course a Notice of the Name Title
and Place of Abode of this 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
to the Complainant Robert Clarke in this Cause and that he doth know

the Defendant Madrapaukum Audy Narrain Chitty in this Cause and that he hath so known him fifteen Years or thereabouts and that he doth know the Petitioners Vencatachellum and Ballakistnah Chitty Sons and heirs to Lancara Namshevoy Chitty in this Affair and that he hath so known them twenty Years or thereabouts and that he doth not know the Respondent Robert Clark in this Affair and more Saith not to this Interrogatory

9th ..... To the Ninth Interrogatory this Deponent Saith, that Defendant Madrapaukum Audy Narrain Chitty did till him that he had Purchased the House for the use of Lancara Namshevoy Chitty but that the Defendant did not mention any thing about the purchase money of the said House and that the Defendant did likewise tell him at the same time that he had rendered Lancara Namshevoy Chitty a great piece of Service in purchasing the said Godown for him and more Saith not to this or the last Interrogatory

Oliver Colt
Examiner

Mayor's Court at Madraspatnam

Between Vencatachellum and Ballakistnah Chitty of Madras Merchants Sons and heirs to Lancara Namshevoy Chitty Deceased Petitioners and the said Robert Clarke of the same place Inhabitants Respondent

On the Part of the Petitioners

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

China

China Chitty of Madras Merchant Aged 50 Years and upwards being Produced as a Witness in this Affair On the Part of the Petitioners was on the 29th Day of April 1784 Signified at the Office of Mr Charles Bromley who is Attorney for the Respondent by Kistnah my Servant who also left him a Note Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent Saith, that he doth not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrepaukum Audy Narrain Chitty in this Cause, and that he hath so known him thirty five Years or thereabouts and that he doth know the Petitioners Vencatachellum and Ballakistnah Chitty Sons and heirs to Lancara Namshevoy Chitty in this Affair and that he hath so known them from their birth and that he doth Not know the Respondent Robert Clarke in this Affair and more Saith not to this Interrogatory

10th ..... To the tenth Interrogatory this Deponent Saith, that about Seven or eight Years ago, One Costy Chitty did tell him, that he had sent the Defendant Madrepaukum Audy Narrain Chitty a Letter Signifying to him therein to purchase the House or Godown in Question for the use of Lancara Namshevoy Chitty, offering to pay him what moneys might be Necessary for the purchase of the same and this Deponent saith that Costy Chitty did likewise tell him at the same time that he would Not have sent the said Defendant the said Letter, if he had known that Lancara Namshevoy Chitty had Already placed in the Hands of the Defendant Goods Merchandizes, Ready Cash, and outstanding balances towards the Purchase of the said House or Godown and

this

the Defendant Madrapauchunn Audy Narrain Chitty in this Cause and that he hath so known him for fifteen Years or thereabouts and that he doth know the Petitioners Venkatachellum and Ballakistnah Chitty Sons and Heirs to Lancara Nainchewy Chitty in this Affair and that he hath so known them twenty Years or thereabouts and that he doth not know the Respondent Robert Clark in this Affair and more Saith not to this Interrogatory

To the Ninth Interrogatory this Deponent Saith that Defendant Madrapauchunn Audy Narrain Chitty did Tell him that he had Purchased the House for the use of Lancara Nainchewy Chitty but that the Defendant did not mention any thing about the purchase money of the said House and that the Defendant did likewise tell him at the same time that he had Rendered Lancara Nainchewy Chitty a great piece of Service in purchasing the said Godowns for him

And more Saith not to this or the last Interrogatory

Oliver Colt
Examiner

21 1/2

Mayors Court at Madraspatnam

Between Venkatachellum and Ballakistnah Chitty of Madras Merchants Sons and Heirs to Lancara Nainchewy Chitty Deceased Petitioners and the said Robert Clark of the same place Inhabitants Respondent

On the Part of the Petitioners

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

Sworn

Sworn Chitty of Madras Merchant Aged 50 Years and upwards being Produced as a Witness in this Affair on the Part of the Petitioners was on the 29th Day of May 1784 Signified at the Office of Mr Charles Bromley who is Attorney for the Respondent by Rustwadjy Servant to the Respondent by Rustwadjy Servant to the Respondent by Rustwadjy Servant to

this Deponent Saith that Cooty Chitty informed him that the said Goods, Merchandizes Ready Cash outstanding balances So placed by Lancara Namshevoy Chitty with the Defendant for the purchase aforesaid Amounted to One thousand Nine hundred and thirty four Pagodas and Some fanams — And more Saith not to this or the last Interrogatory —

Oliver Colt
Examined

Robert Clarke Complainant
vers
Madrapaukum Audy
Narrain Chitty Defendant

Additional Interrogatories to be Administred to such Witnesses as shall be produced, Sworn and examined in a Certain Matter in dispute now depending and at issue in the Honble the Mayor's Court at Madraspatnam, wherein Vencatashellum and Ballakistnah Chitty of Madras Merchants Sons and Heirs of Lancara Namashevoy Chitty Deceased are the Petitioners, and Robert Clarke of the same Place Inhabitant Respondent —

On the part and Behalf of the Petitioners

To all the Witnesses ... 1st Do You know the Parties defendant Petitioners and the Respondent in the Title of these Interrogatories: If Yea how long have You so known them, or either, and which of them Declare? —

To

To Topay Pullay ... 2d Did or Did not Lancara Namshevoy Chitty in his life time deliver to the defendant Madrapaukum Audy Narrain Chitty a Certain Quantity of Goods and Merchandizes, And Did he or did he not at the Same time or any other and at what time entrust the Defendant Madrapaukum Audy Narrain Chitty with any Ready Cash and did the said Lancara Namshevoy Chitty at the same time or any other and at what time Assign and Make over to him the Defendant Certain Outstanding Ballances, If Yea to what Amount or Sum of Money did the Said Goods Merchandizes Ready Cash and Outstanding Ballance Amount and did or did not the said Lancara Namshevoy Chitty in his Life time desire and Request the said Defendant Madrapaukum Audy Narrain Chitty to purchase for him and for his Lancara Namshevoy Chitty use a Certain House or Godown Situated at Mostal Pettah, in Lingah Chitty Street between the Houses of Natty Chitty Armogam and Armogah Chary, Measuring in Length from East to West Seventy five feet, and in Breaath from North to South on the East end thirty three feet, and at the West end thirty Seven feet and a Quarter and how do You know the Measurement thereof And did the said Defendant or did he not at some time after the said desire and Request or any other and at what time Accordingly Purchase the said House or Godown by Public Auction for the Sum of One thousand four hundred and Seventy Pagodas, or any other and to what Amount and for whose use, and on whose Account did he the defendant Purchase the said House or Godown, and in whose Name did the

defendant

Defendant obtain the Bill of Sale thereof, and for what Reason did the Defendant Obtain the Bill of Sale in that Name, Instead of his Obtaining it Further and his own Name, or in the Name of the said Lancara Nanchewey Chitty — and were You or were You not Present when Lancara Nanchewey Chitty in his Life time demanded of the Defendant the delivery of the Choultry Bill of Sale of the said House or Godown and told him the Defendant at the same time that he had Received the full Amount of the Purchase Money that it was unlawfull for him to withhold the Bill of Sale, or any other and What did the said Lancara Nanchewey Chitty tell him the Defendant, and did the Defendant or did he not tell the said Lancara Nanchewey Chitty at the same time or at any other and what time, not to make himself uneasy about the Bill of Sale of the said House or Godown, and Desired him to take and Regard the same as the same Light, as if the same was in the Lancara Nanchewey's Chitty's Own Custody, and that if the Lancara Nanchewey Chitty had any Occupies he would willingly lodge his own Choultry Bill of Sale with him Lancara Nanchewey Chitty, or any other, and what did the said Defendant tell him the said Lancara Nanchewey Chitty — If You declare the same as You know, or do Believe, with the Reasons of such Your Knowledge and Belief —

To Chengamallay Chitty 3d Man or woman You not being employed by Lancara Nanchewey Chitty came Hunder the Month of October which was in the Year of Our Lord One Thousand Seven hundred and Seventy three or any other and at what time to Carry a Certain Quantity of Piece Goods or Merchandize to the House of the Defendant and did You

You or did You not Receive Lingly put the said Goods and Merchandize in possession of the said Defendant and to whom did they belong and What might have been the Value of such Goods and Merchandize You Did so Carry and deliver to the Defendant and for what End and Purpose were they delivered to him the Defendant and how came You to know the same the whole You understand Touching these Matters together with Your Reasons of such Your Understanding Declare —

To all the Witnesses 4th Do You know or Can You say any other Matter or thing Material for the Petitioners in this Cause If Yea declare the same as You know or do Believe together with the Reasons of such Your Knowledge and Belief —

S. Poynam
Attorney for the Petitr

Mayor's Court at Madraspatnam

Between Venacatchellum and Balla Kistnah Chitty of Madras Merchants Sons and Heirs of Lancara Nanchewey Chitty Deceased Petitioners and Robert Clarke of the same Place Inhabitant Respondent —

On the Part of the Petitioners —

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

Joyay Pullay of Madras Coneyply Aged 39 Years or thereabouts — Who produced as a Witness in this Affair On the Part of the Petitioners was on the 22d Day of May 1784 Examined at the Office of Mr Charles Brumley whose Attorney

Attorney for the Respondent by Pitchiah his Servant who also left there a Note of the Name Letter and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st — To the first Interrogatory this Deponent Saith that he doth not know the Complainant Robert Clarke in this Cause, and that he doth not know the Defendant Madrapauhum Rudy Narrain Chitty in this Cause, and that he hath not known him Thirteen or Fourteen Years — and that he doth know the Petitioners Venkatachellum and Pallakichiah Chitty Sons and Heirs of Sancara Namesheway Chitty in this Affair, and that he hath so known them Twenty five Years or thereabouts — and that he doth not know the Respondent Robert Clarke in this Affair — And more Saith not to this Interrogatory —

2nd — To the Second Interrogatory this Deponent Saith that Sancara Namesheway Chitty did in his Lifetime deliver to the Defendant a Certain Quantity of Goods and Merchandizes, and that some time after the Goods were delivered he entrusted the Defendant Madrapauhum Rudy Narrain Chitty with some Ready Cash and that Sancara Namesheway Chitty did owe him at the Time before the Goods Were delivered Ayugar over to the Defendant Certain outstanding balances and that the said Goods Merchandizes Ready Cash and Outstanding balances, Amounted in all to One Thousand Six hundred and Ninety Seven Pagodas and Some Fanams. and

This Deponent Saith that the said Sancara Namesheway Chitty did in his Lifetime desire and Request the said Defendant Madrapauhum Rudy Narrain Chitty to Purchase for him Sancara Namesheway Chitty's or in a Certain House or Godowns

Situated

Situated in Mootial Pallah in Lenga Chitty Street between the House of Natty Chitty Arniogan and Arnoga Chary Measuring from East to West Seventy four feet and Broad the from North to South on the east end Thirty three feet, and at the West end Thirty Seven feet and a Quarter, and this Deponent knows these particulars from having served Sancara Namesheway Chitty as a Cooscopty for Twenty four Years and this Deponent further Saith that Madrapauhum Rudy Narrain Chitty in the Year One Thousand Seven hundred and Seventy four after the said Desire and Request did accordingly Purchase the said House or Godowns by Public Auction for the Sum of One Thousand four hundred and Seventy Pagodas for the use and on Account of Sancara Namesheway Chitty, and that the Defendant Obtained the Bill of Sale in the Name of Chinna Nellary Arniogan Chitty and the Reason that the Defendant Obtained the Bill of Sale in that Name instead of Obtaining it in the Name of Sancara Namesheway Chitty, or his own Name was owing to the fear of being Molested by Sancara Namesheway Chitty's Creditors Sancara Namesheway Chitty and this being Partners together was the reason Why it was not Made Out in the name of the Defendant and this Deponent Saith that he was present when Sancara Namesheway Chitty in his Lifetime demanded of the Defendant the delivery of the Above Bill of Sale of the said House or Godowns, and told him the Defendant that he had received the full amount of the Purchase Money and that it was unlawful for him to withhold the Bill of Sale and that the Defendant did also at the same time tell the said Sancara Namesheway Chitty Not to make himself uneasy about the

Bill

Bill of Sale of the said House, and Witness hereto to take and regard the Same, and the Same light as if the Same was in their Lascara Nanshewy Chitty's own Custody, and that of the Lascara Nanshewy Chitty had any Perquisites he would Willingly lodge this own Bill of Sale with him Lascara Nanshewy Chitty — and more Saith Not to this Interrogatory —

To the Last Interrogatory this Deponent Saith, that he knows that one Named Wm Rent Witness aforesaid Examined hired the Godowns in Question for Some time, and paid the Rent of it to Madrapatnam Audy Nawain Chitty the Defendant who gave Lascara Nanshewy Chitty Credit in his Account for the Money so Received. And this Deponent Saith that Several Persons have rented the Godowns in Question, and that each of them paid their Rent to Lascara Nanshewy Chitty. and that the Same the Petitioners enjoy this said House since to this day, paying the Quit and Scavengers duty Regularly — and more Saith Not to this Interrogatory —

Oliver Colt

Examined

Sworn by me

To
Arnagueerry Chitty

Interrogatories to be Administered to Such Witnesses as shall be produced Sworn and Examined on the Part and Behalf of the Respondent William Clark in a Certain Matter now Depending in the Honble the Mayor's Court of Madrapatnam Wherein William Clarke was

Plaintiff Complainant and Madrapatnam Audy Nawain Chitty Defendant —

In the Matter of the Petitions of Venca Tachellums and Pallakiedauh Chitty

Interrogatory 1st Do You know or do You Not know the Parties Complainant Arnaguerry Chitty Defendant and the Petitioners in the Title of these Interrogatories Named, If Yes how long have You so known them, or either, and Which of them, Declare —

Arnaguerry Chitty — Look at the Cadjan Writing Now produced and Shewn You at this the time of Your Examination & Marked A N.1 Purporting to be a Letter from Coatty Chitty the Brother of Lascara Nanshewy Chitty to the Defendant, was or was not the Same Wrote by You, If Yes by whose Desire and at Whose Request was the same so Wrote, Where, and at What place Was You, at the time of the Writing such Letter, and Where and at What place was the Person, by whom You was Desired to Write the said Letter, or What Capacity was You there and under Whom, Declare —

Last Interrogatory — Do You know of any other matter or thing or have You heard, or can You say any thing Touching the Matters and Questions in this Cause, that may tend to the Benefit and Advantage of the Respondent in this Matter, how do or what You have been interrogated unto? If Yes, Declare the Same fully and at Large, as if You had been particularly interrogated thereon —

Ino^s Bromley
Attorney for the Respondent

Mayor's Court at Madraspatnam

Between William Clarke Complainant and Madrasjauhaun Rudy Narrain Chitty Defendant

In the Matter of the Petition of Venkatachellum and Ballakistnah Chitty

On the Part of the Respondent

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

Arnagherry Chitty of Waulagee Nagur Merchant but at present at Madras Aged about 60 Years being produced as a Witness in this Affair on the Part of the Respondent was on the 9th Day of February 1784 Sworn before the Office of Mr Thomas Lewis who is Attorney for the Petitioners by Pistua his 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 follows viz

1st to the first Interrogatory this Deponent Saith that he doth not know the Complainant William Clarke in this Cause and that he doth know the Defendant Madrasjauhaun Rudy Narrain Chitty in this Cause and that he hath known him for five or six Years and that he doth know the Petitioners Venkatachellum and Ballakistnah Chitty in this Affair and that he hath so known them for twelve Years and that he doth not know the Respondent William Clarke in this Affair and More Saith not to this Interrogatory

2nd to the second Interrogatory this Deponent Saith that the Cadjan Writing Produced and Shewn to him at this time of this Examination Marked

A. No. 1. Purporting to be a Letter from Coely Chitty the Brother of Lawcara Nawnchewey Chitty to the Defendant Madrasjauhaun Rudy Narrain Chitty was wrote by him and at the desire of Coely Chitty that at the time the Letter was wrote this Deponent was then residing at Waulagee Nagur, and that Coely Chitty who desired this Deponent to write the said Letter was residing there likewise, and this Deponent Saith that he was at that time employed in the Capacity of Cannopoly under the above named Coely Chitty Brademore Saith Not to this Interrogatory

To the last Interrogatory this Deponent Saith that he doth not know of any thing touching the matter in Question in this Cause, more than he has already set forth and more Saith not to this Interrogatory

Sworn before me

Oliver Coll
Examiner

Witnesses
Narrain Chitty
Sellemuga Chitty
Veera Lainmy Chitty
Chinna Vallasa
Arnagaram Chitty
Coma Lawney
Vedegerary and
Moodeah

Interrogatories to be Administered to such Witnesses as shall be produced and Sworn and Examined in a certain Matter now in dispute in a Cause before this Honble Court Wherein Robert Clark of Madras Merchant is Complainant And Madrasjauhaun Rudy Narrain Chitty of Muswamy place Merchant Defendant

For the Petitions of Venkatachellum and Ballakistnah Chitty Sons and Heirs of Lawcara Nawnchewey

Namshevoy Chitty

On the Part and behalf of the Respondent Robert Clerk

To all the Witnesses Interrogatory } 1st Do You know or do You not know the Parties Complainant Defendant and the Petitioners in the Title of these Interrogatories Named If Yea? how long have You so know them or either and which of them Declare?

To Narrain Chitty
Tellesingah Chitty
Veera Lawmy Chitty } 2d Did or did Not the Petitioner's Father one Lancara Namshevoy Chitty at any and what time enter into Copartnership in the Maliga Trade with the Defendant in the Title of these Interrogatories Named and was or was Not a little after the said Lancara Namshevoy Chitty's becoming Partner with the Defendant or when turned a Bankrupt and was he or was he not Sued in the Honble the Mayor's Court by several of his Creditors and was he Not afterwards Imprisoned in the Common Goal of the said Court If Yea? did or did not his the said Lancara Namshevoy Chitty's family the Petitioners in particular Come to the Defendant and Requested of him to Assist them in Procuring the enlargement of the said Lancara Namshevoy Chitty If Yea Did or did not the Defendant by the Assistance of some Person or Persons and whom by Name Succeed in procuring a Letter of Licence for the Enlargement of the said Lancara Namshevoy Chitty and was or Was Not the said Lancara Namshevoy Chitty Released from Prison with some and What Particular Clause or Term Declare

To

To Narrain Chitty
Tellesingah Chitty
Veera Lawmy Chitty } 3. Was or was You not Present when Lancara Namshevoy Chitty Came to the Defendant in the Title of these Interrogatories Named and Requested him to Admit the said Lancara Namshevoy Chitty in some Business to earn a Livelyhood If Yea? did or did not the Defendant Accordingly Admit him in some and what Employ and how long did he so Continue the same, do You know or Can You Set forth by whom was the House Now in Question Situated in Lingn Chittys Street Built If Yea was or was not the same Sold at Publick Outcry and by whom was the same Sold for what Amount and who purchased the same, who paid the Amount of the Purchase Money Declare

To Veerah Lawmy Chitty and Chinna Vallasa Armogam Chitty } 4th Do You know or was You Present when Lancara Namshevoy Chitty the Father of the Petitioners in the Title of these Interrogatories named desired the Defendant to Purchase the House now in Question Situated in Lingah Chittys Street built by the said Lancara Namshevoy Chitty which Was Advertized to be Sold If Yea? by whom was the same Advertized to be Sold and who Purchased the same and who paid the Amount of the Purchase Money and what was the motives of the Defendants Purchasing the said House and afterwards Making the Bill of Sale in another Persons Name, the whole of this Matter as You know have heard or do believe together with the Reasons of such Your belief Declare

To Chinna Vallasa Armogam Chitty } 5th Look at the Paper Writing Now Shewn You at this the time of Your Examination Marked B. No. 2. Purporting to be an Indemnification or Assignment from You to the Defendant

If

If You do or do not the Name Cunnegam Set and Subscribed thereto to be of Your Proper Hand Writing and was or was Not the same given by You to the Defendant as Your own free Act and Deed and Bear is Not the Contents thereof Well known to You Declare

By Veracussawmy Chilly & Coomarasawmy & Vedagerrey — 6th — Do You know or do You not know that after the House Now in Question being Purchased by the Defendant in the Bills of these Interrogatories named by the Defendant having Permitted Suncara Namasewoy Chilly to Live in the said House if Yea how long did he so Live therein and was or was not the said Suncara Namasewoy Chilly afterwards and Have often Threatened by the Defendant being put in Court if he the said Suncara Namasewoy Chilly would not Discharge the Amount Purchase of the said House If Yea did or did not the said Suncara Namasewoy Chilly and the Instrument of these Threatnings Depart this Life the whole of what You know have Hear and Do believe Together with Your Reasons for such Your belief Declare

By Mootiah — 7th — Have You Received Suncara Namasewoy Chilly in this Life time Ordered by the Defendant in the Bills of these Interrogatories Named to pay off and Discharge the Yearly Amount of the Quit Rent and Scavangers Duty of the House Purchased by the Defendant if Yea when and at What particular time Was he so Ordered to pay the said Quit Rent and Scavangers Duty and did or did not the said Suncara Namasewoy Chilly after paying the said Quit Rent and Scavangers Duty bring the said Bills and Show the Same to the Defendant and what did the Defendant tell Him and Consequence thereof Declare

To

To all the Witnesses Last Interrog — 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 Respondent Robert Clarke in this Cause, besides what You have been Interrogated unto If Yea, Declare the Same fully and at large as if You had been Particularly interrogated thereunto

Chas. Bromley
Attorney for the Respondent

Extract of a Letter from Coolly Chilly to Audey Navrain Chilly of Madras Dated the 23d April 1773

Jany will at Pantagee Nagur, I inform that my Godowns going to be Sold Tuesday by Outcry I think it will not be good that others Should have it — So that as long as We Depend entirely on You and of Me should by Your means Believe Our Affairs and be happy Your last Letter be remembered Therefore You would Exert Your utmost and make Interest with Such Persons as You think Proper as the said Godowns going to Sell Mine Outcry may not fall into any other hands but Your Own and which will be a very great favor now we Rest Trust You and We beg You go to all the Bidders and get the Godowns into Your Custody, and do not Deliver it to Them till We Pay Your Money for what You bought it — We have Taken a great deal of Trouble to build it, and Due We Therefore Make Us very sorry to part with Them I am Dear You are Sure We

J

of that and Needless for Us to write You any further about it

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

Soobaroyam
Interpr.

This Exhibit Marked A. No. 1. Was shewn to Arnaguerry Chitty at the time of his Examination before me on the Part of the Respondent in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Robert Clarke is Complainant and Madrapaukum Audy Narrain Chitty is Defendant In the Petition of Vencatachellum and Ballakistnah Chitty Sons and Heirs of Lancara Namshevoy Chitty on the 9th Day of February Anno Domini 1784

Oliver Colt
Examiner

Translation of a Malabar Paper Dated the 28th February 1776

I Chinnavalasy Auroomoga Chitty do give this Note of hand to Madrepackum Audenaurayana Chittys That is to Say

You have bought Chungara Namasevoya Chittys Godown in Public Outcry, and You have paid the Money for the Same, and made out the Choultry Bill of Sale in my Name and kept it in Your Possession, therefore I have no Connection with the said Godown but it is Your Property, hereafter if You make Out the Choultry Bill of Sale in favor of any other Person, in which I bind myself to Sign Witnesses Malyampackum

Leva Cundapa Chitty and Carry Cootty Chitty by their Knowledge Drawn by Balakishan

Signed
Auroomogum

Witnesses Signed
Leva Cunden
Coolly.

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

Soobaroyam
Interpr.

This Exhibit Marked B. No. 2. was shewn to Ballakistnen and Caura Cootty Chitty at the respective times of their Examination before me On the Part of the Respondent in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Robert Clarke is Complainant and Madrapaukum Audy Narrain Chitty is Defendant In the Petition of Vencatachellum and Ballakistna Chitty Sons and Heirs of Lancara Namshevoy Chitty on the 24th and 27th Day of March Anno Domini 1784

Oliver Colt
Examiner

Mayor's Court at Madraspatnam

Between Robert Clark of Madras Merchant Complainant and Madrapaukum Audy Narrain Chitty of the same Place Merchant Defendant

In the Petition of Vencatachellum and Balla

Ballakistnah Chitty Sons and Heirs of
Sancara Namshevoy Chitty
On the Part of the Respondent

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

Narrain Chitty of Madras Merchant Aged 33 Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the 1st Day of March 1784 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Kistnah 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 Robert Clerk in this Cause, and that he hath so known him One Year or thereabouts, and that he doth know the Defendant Madrapaukum Audy Narrain Chitty in this Cause, and that he hath so known him twenty five Years or thereabouts and that he doth know the Petitioners Vencatachellum and Ballakistna Chitty Sons and Heirs of Sancara Namshevoy Chitty in this Affair, and that he hath so known them fifteen Years or thereabouts - and that he doth know the Respondent Robert Clerk in this Affair, and that he hath so known him One Year or thereabouts - and more Saith not to this Interrogatory

2d ..... To the Second Interrogatory this Deponent saith, that the Petitioners Father One Sancara Namshevoy Chitty did enter into Copartnership

Copartnership in the Malega Trade with the Defendant in the title of these Interrogatories Named, about thirteen Years ago, and this Deponent saith about One Year after the said Sancara Namshevoy Chitty became Partner with the Defendant he turned Bankrupt, and that he was sued in the Honble the Mayor's Court by several of his Creditors, and was afterwards imprisoned in the Common Goal of the said Court and this Deponent Saith that the said Sancara Namsheroy Chitty's family the Petitioners came in Particular to the Defendant and Requested of him to Assist them in procuring the enlargement of the said Sancara Namshevoy Chitty and this Deponent saith that the said Defendant by the Assistance of John De Fries did Succeed in procuring a Letter of Licence for the enlargement of the said Sancara Namshevoy Chitty and that the said Sancara Namshevoy Chitty was Released from Prison, on the condition of his Delivering over to his Creditors all his Effects and Outstanding Balances, and four Attornies being appointed for the Management of his Affairs - And more Saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith, that he was not Present when Sancara Namshevoy Chitty came to the Defendant in the Title of these Interrogatories named and Requested him to Admit the said Sancara Namshevoy Chitty in some business to earn a livelyhood But this Deponent saith that he doth know that the said Sancara Namshevoy Chitty was in Partnership in the Malega Trade with the Defendant, and that he continued so during his life time And this Deponent Saith

Robert Clerk in this Affair — and more Saith not to this Interrogatory

2. To the Second Interrogatory this Deponent Saith, that the Petitioners Father Lancara Namshevoy Chitty did enter into Copartnership in the Malega trade with the Defendant in the Title of these Interrogatories some time in the Year One thousand Seven hundred and Seventy two, and this Deponent saith to the best of his Recollection that the said Lancara Namshevoy Chitty turned Bankrupt about a twelve month after his becoming Partner with the Defendant and this Deponent further saith that the said Lancara Namshevoy Chitty was sued in the Honble Mayor's Court by several of his Creditors and that he was afterwards imprisoned in the Common Goal of the said Court — and that this Deponent saith that Lancara Namshevoy Chitty's family the Petitioners came in particular to the Defendant and Requested of him to Assist them in procuring the enlargement of the said Lancara Namshevoy Chitty. And this Deponent saith that the Defendant by the Assistance of Mr David Haliburton and Mr John De Fries did succeed in procuring a Letter of Licence for the Enlargement of the said Lancara Namshevoy Chitty and that the said Lancara Namshevoy Chitty was Released from Prison or Condition of his Creditors Appointing from Attorneys amongst themselves for the management of his Affairs — and more Saith not to this Interrogatory —

3. To the third Interrogatory this Deponent saith, that he was present when Lancara Namshevoy Chitty came to the Defendt in

in the Title of these Interrogatories Named and Requested him to Admit the said Lancara Namshevoy Chitty in some business to earn a livelyhood, and that the Defendant did Accordingly admit him to have a Share in some long Pepper which the said Defendt bought of Mr Adam, but this Deponent doth not know how long this Partnership continued. This Deponent saith that the House now in Question Situated in Linga Chitty's Street was built by Lancara Namshevoy Chitty father of the Petitioners in this Cause And this Deponent saith that the said House was Sold at Publick Outcry but by whom Sold, or by whom purchased this Deponent doth not know — and more Saith not to this Interrogatory —

To the last Interrogatory this Deponent Saith that he does not know of any other matter or thing that can tend to the benefit or Advantage of the Respondent Robert Clerk in this Cause, besides What he has Already Set forth, and more Saith not to this Interrogatory —

[illegible]

Oliver Colt
Examiner

Mayor's Court at Madraspatnam

Between Robert Clerk of Madras Merchant Complainant and Madrepaukum Audy Narrain Chitty of the Same place Merchant Defendant —

In the Petition of Vencatachellum and and Ballakistnah Chitty Sons and Heirs

Heirs of Sancara Namasheway Chitty

On the Part of the Respondent

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

Veera Sawmy Chitty of Madras Merchant Aged 45 Years a Witness produced and sworn in this Affair On the Part of the Respondent was on the 3d Day of March 1784 Examined at the Office of Mr Stephens Peyton who is Attorney for the Petitioners by Krishnasawmy Servant to the also Clerk thereof 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 Robert Clerk in this Cause and that he hath to his knowledge known him two or three Years and that he doth know the Defendant Madrapatam Kunna Reddy Nayar and Chitty in this Cause and that he hath also known him twenty four Years or there abouts and that he doth know the Petitioners Veera Sawmy Chitty and Balla Krishnah Chitty in this Affair and that he hath known them from their Infancy and that he doth know the Respondent Robert Clerk in this Affair and that he hath also known him two or three Years and more Saith Ans to this Interrogatory

2 ..... To the Second Interrogatory this Deponent Saith That the late Father of Sancara Namasheway Chitty did enter into Co-partnership in the Malaga Trade with the Defendant and the Late of this Interrogatory named in the Year of Our Lord One Thousand Seven

hundred and Seventy two, and that the Deponent Saith that the Year One Thousand Seven hundred and Seventy three, One Year after the said Sancara Namasheway Chitty became partner with the Defendant the said Bankrupt and that he was sued in the Honble the Mayor's Court by several of his Creditors, and was afterwards imprisoned and the common Goal of the said Court And this Deponent Saith that the said Sancara Namasheway Chitty's Family the Petitioners in this cause caused and procured for the Defendant and earnestly requested of him to Appear therein in prosecuting the said Sancara Namasheway Chitty. And this Deponent Saith that the Defendant by the Assistance of Peter De Fries did succeed in procuring a Letter of Chitty and that the said Sancara Namasheway Chitty was released from prison and the Condition of his Releasement was all his Effects to four Attorneys Appointed by his Creditors And more Saith and to this Interrogatory

3d ..... To the Third Interrogatory this Deponent Saith That he was present when Sancara Namasheway Chitty came to the Defendant and the Letter of this Interrogatory named and Requested him To Admit the said Sancara Namasheway Chitty into and to carry on actively his Business And that the Defendant did accordingly Admit him to have a Share in their Malaga Business and that he continued to hold the same till one Year or One Year and an half before his Death and this Deponent saith that that Partnership

Dissolution

Purchased situated in Linga Chitty Street was built by Lancara Nainee
hevoay Chitty and Colly Chitty, and that the said House was sold by
Public Outcry by the above mentioned Attornies for the Amount of
One Thousand four hundred and Seventy Pagodas and that the said
House was purchased by Madrapauk mud Rudy Narrain Chitty
who likewise paid the Amount of the purchase Money. and more
Saith not to this Interrogatory

4th ------ To the fourth Interrogatory this Deponent Saith, that he was
present when Lancara Nainehevoay Chitty the Father of the Petitio
ners and the Title of these Interrogatories named desired the Defend
to purchase that House now in Question situated in Linga Chittys
Street built by the said Lancara Nainehevoay Chitty which was
advertized to be sold. that the said House was advertized for Sale
by the four Attornies above mentioned. And that the same was purcha
sed by Madrapauk mud Rudy Narrain Chitty and that Madrapauk
mud Rudy Narrain Chitty paid the Amount of the purchase money
and this Deponent saith that the Defendant to motive for purchasing
the House, was to Return it to Lancara Nainehevoay Chitty again on his
paying the Amount of the purchase money to the said Defendant
and that the reason for making out the Bill of Sale in another
Persons name was lest it will be an Encumbrance to enable him
Madrapauk mud Rudy Narrain Chitty to secure the House
with greater care, when Lancara Nainehevoay Chitty's Creditors
Suits allowed them to repurchase it as also to enable the said
Defendant Madrapauk mud Rudy Narrain Chitty either to
Mortgage or Sell the said House without their Names appearing

in the Transaction. And Saith no more Saith not to this Interrogatory

6th ------ To the Sixth Interrogatory this Deponent Saith that after the House
now in Question was purchased by the Defendant in the Title of these
Interrogatories named that the Defendant did agree with Lancara
Nainehevoay Chitty to live in the said House and that he continued
in profession and till his death and since that time the Family the
Petitioners have had profession of it, and this Deponent saith that the
Said Lancara Nainehevoay Chitty had often been threatened by the
Defendant being upon his Court if the said Lancara Nainehevoay
Chitty would not discharge the Amount purchase of the said House
and that the said Lancara Nainehevoay Chitty and the Inhabitants of
these Premises did depart this life. And Deponent Saith not
to this Interrogatory

To the Last Interrogatory this Deponent Saith that the Bill of
Sale of the House in Question was made out in the name Chinna
Vallaca Arunagam Chitty in the Year One Thousand Seven
hundred and Seventy Six the said Defendant Madrapauk mud
Rudy Narrain Chitty having Occasion for money delivered the
above Bill of Sale to Chinna Vallaca Arunagam Chitty for one
One Thousand Pagodas who mortgaged the said Bill of Sale to
One Pendicoon Venkatapaty Chitty and got One Thousand Pago
das and this Deponent further saith that the said Madrapauk mud
Rudy Narrain Chitty paid the Thousand Pagodas with Interest
But at the time this Money was paid the Madrapauk mud
Rudy Narrain Chitty and Chinna Vallaca Arunagam Chitty

covers

wine Not in friendship and at the time of his returning the Bill
of Sale to Madrepauhum Audy Narrain Chitty the Chinna
Vallaw Ramogaun Chitty gave and Agreement setting forth that
he had no right or title to the House in Question and that the
said Agreement was made in the Year One thousand seven
hundred and Seventy Nine, but the date of it the same as the
Bill of Sale and this Deponent further saith that Lancara
Namsheway Chitty never mentioned that he paid the money or
gave goods for the amount of the purchase of the House and this
Deponent saith that Cooty Chitty brother of Lancara Namsheway
Chitty wrote a Letter to the said Defendant, Madrepauhum Audy
Narrain Chitty (which Letter this Deponent has seen) in which
being sent to purchase the House and Ground in their Account,
which they would afterwards discharge and take the House
And more Saith not to this Interrogatory

Sworn at

Oliver Colt
Examiner
Mayor's Court at
Madraspatnam

Between Robert Clerk of
Madras Merchant Complainant
and Madrepauhum Audy Narrain
Chitty of the same place Merchant
Defendant

In the Petitioners of Vencatachellum
and

and Ballakistnah Chitty Sons
and Heirs of Lancara Namsheway
Chitty
On the Part of the Respondent

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

Comarasawmy of Madras Merchant Aged 32 Years or thereabouts
being produced as a Witness in the Affair on the Part of the Respondent was on
the 13th Day of March 1754. Signified at the Office of Mr Stephen Popham
their Attorney for the Petitioners by Krishnasawmy Servant to the said
a Note of the Name Title and Place of Abode of the said Deponent and afterwards
on the same Day being Sworn and Examined Deponeth as follows viz.

1st. To the first Interrogatory this Deponent Saith that he doth
know the Complainant Robert Clerk in this Cause and that
he has so known him One Year or thereabouts and that he
doth know the Defendant Madrepauhum Audy Narrain
Chitty in this Cause, and that he has also known him Audy
Years or thereabouts and that he doth know the Petitioners
Vencatachellum and Balla Kistnah Chitty in their Affair
and that he has also known them two or three Years and
that he doth know the Respondent Robert Clerk in this Affair
and that he has also known him One Year or thereabouts
and More Saith not to this Interrogatory

6th. To the Sixth Interrogatory this Deponent Saith that he doth know
that after the House in Question being Purchased by the Defendant

in the Bills of these Petitioners named that the Defendant did Depart with Lancara Nanneheavy Chitty to live in the said House, and that he continued to live there during his life, and this Deponent saith that his Sons and brothers have kept possession of it since their Fathers death. And this Deponent further saith that the said Lancara Nanneheavy Chitty was Afterwards and has been five or Six times threatened by the Defendant being Put in Court if he the said Lancara Nanneheavy Chitty would not discharge the Amount Purchase of the said House and this Deponent Saith that Lancara Nanneheavy Chitty and the Institution of these Threatments do regard this Life and more Saith not to this Interrogatory

To the Last Interrogatory this Deponent Saith, that he knows very well that One Cooty Chitty brother to Lancara Nanneheavy Chitty wrote a Letter to Madrepaukum Audy Narrain Chitty desiring him to purchase the house in Question and promising at the same time that they would Repay the Amount Purchase Money, and take the House again of his hands and this Deponent further Saith that Lancara Nanneheavy Chitty likewise desired Madrepaukum Audy Narrain Chitty to purchase the house for him, the Amount of which he would Repay as soon as possible, and take back the House And that in consequence of these Applications to Madrepaukum Audy Narrain Chitty for Purchased that House, and Possession the Possession of Lancara Nanneheavy Chitty and Denies Saith more to this Interrogatory

Steven Gells — The Mark ⊠ of Comaradanny

Examined

Mayor's Court at Madraspatnam

Between Robert Cooke of Madras Merchant Complainant And Madrepaukum Audy Narrain Chitty of the same place Merchant Defendant

And the Petitions of Venkatachellum and Ballakistna Chitty Sons and Heirs of Lancara Nanneheavy Chitty On the Part of the Respondent

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

Vedagerry of Madras Pearl Aged 69 Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the 2d Day of March 1784 Sworn at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Interpretation who also Sworn 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

To ..... To the first Interrogatory this Deponent saith, that he doth not know the Complainant Robert Cooke in this Cause, and that he doth know the Defendant Madrepaukum Audy Narrain Chitty in this Cause, and that he hath known him Twenty Years or thereabouts — and that he doth know the Petitioners Venkatachellum and Ballakistna Chitty Sons and Heirs of Lancara Nanneheavy Chitty in this Affair and that he hath known them Two Years or thereabouts

and

and that he doth not know the Respondent Robert Clerk in this Affair — and More Saith Not to this Interrogatory —

6th ---- To the Sixth Interrogatory this Deponent Saith, that he doth know that after the House now in Question being purchased by the Defendant in the Title of these Interrogatories Named that the said Lancara Namshevoy Chitty was permitted by the Defendt Madrepaukum Audy Narrain Chitty to live in the said House which he continued to possess until his death — and this Deponent further saith that he doth know that the said Lancara Namshevoy Chitty was during his life time frequently threatened by the Defendant Madrepaukum Audy Narrain Chitty to be prosecuted in Court for the Amount of the Purchase Money of the said House, and this Deponent Saith that he doth know that in the Interim of these threatments the Said Lancara Namshevoy Chitty did depart this life — and more Saith not to this Interrogatory —

To the last Interrogatory this Deponent saith, that he doth Not know any other matter or thing that can tend to the Advantage of the Respondent Robert Clark in this Cause, besides what he has Alread Set forth — and more Saith Not to this Interrogatory —

Oliver Colt —

Examiner

Mayor's Court at Madraspatnam

Between Robert Clerk of Madras Merchant Complainant And Madrepaukum Audy Narrain Chitty of the Same place Merchant Defendant

In the Petition of Veneatachellum and Ballakistnah Chitty Sons and Heirs of Lancara Namshevoy Chitty —

On the Part of the Respondent

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

Mootiah of Madras Conicoply Aged 27th Years or thereabouts being produced as a Witnesses in this Affair One the Part of the Respondent was on the 6th Day of March 1784 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Kistnah my Servant who also left him a Note of the Name Title and Place of Abode of the Said Deponent and Afterwards One the Same Day being Sworn and Examined Deposeth as followeth —

1st ---- To the first Interrogatory this Deponent Saith, that he doth not the Complainant Robert Clerk in this Cause — and that he doth know the Defendant Madrepaukum Audy Narrain Chitty in this Cause, and that he hath so known him ten Years or thereabouts and that he doth know the Petitioners Veneatachellum and Ballakistnah Chitty Sons and Heirs of Lancara Namshevoy Chitty in this Affair and that hath so known them ten Years or thereabouts

and

and doth not know the Respondent Robert Clerk in this Affair and more Saith not to this Interrogatory

7th ... To the Seventh Interrogatory this Deponent Saith, that Lancara Namshevoy Chitty was ordered in his life time by the Defendant in the title of these Interrogatories to pay off and discharge the Amount of the Quit Rent and Scavengers duty of the House Purchased by the Defendant and to keep an Account of the same. and this Deponent Saith to the best of his Recollection it was about One Year after the said House was purchased that Lancara Namshevoy Chitty was Ordered to pay the said Quit Rent and Scavengers duty and this Deponent further Saith that the said Lancara Namshevoy Chitty after paying the said Quit Rent and Scavengers duty did bring the bills and Shew the same to the Defendant, and that the Defendant desired him to keem them himself and more Saith not to this Interrogatory

To the last Interrogatory this Deponent Saith, that he doth not know any other Matter or thing in this Cause that can tend to the benefit or Advantage of the Respondent Robert Clerk in this Cause, besides what he hath already set forth and more saith not to this Interrogatory

[signature]

Oliver Colt
Examiner

Witnesses
Balla Kistnan
Caura Cootley Chitty
Cheddambaram Chitty

Interrogatories to be Administred to Such Witnesses as shall be Produced Sworn and Examined in a Certain Matter now in dispute in a Cause before this Honble Court Wherein Robert Clarke of Madras Merchant is Complainant And Madrepaukum Audy Narrain Chitty of the same place Merchant Defendant

In the Petition of Vencatachellum and Balla Kistnah Chitty Sons and Heirs of Lancara Namshevoy Chitty

On the part and behalf of the Respondent Robert Clarke

Interry To all the Witnesses } 1st ... Do You know or Do You not know the Parties Complainant Defendant and the Petitioners in the Title of these Interrogatories Named, If Yea? how long have You so known them, or either and which of them? Declare

To Balla Kistnen } 2d ... Look at the Paper Writing Now Exhibited and Shewn to You at this the time of Your Examination Marked B No. 2. Was or was not the same Drawn by You If Yea? by whose Particular Request and desire did You so Draw the same, is Not the Name Armogam Set and Subscribed to the said Paper Writing of his the said Armogam's own Hand Writing and was not the Contents thereof Read by the said Armogam at the time of his Signing the same If Yea? did he or did he Not Acknowledge the same to be a Just and fair Transaction between him and the Defendant and is not the Name

Balla

Ballakistnen mentioned in the said Writing Your Own Name
If Yea Set forth what You know and the Truth Declare

To Caura Coottey Chitty } 3d ... Look at the Paper Writing now Produced and Shewn
You at this the time of Your Examination (Marked B) N. 2. was
or was not the same Drawn by Ballakistnen the Person therein
Named If Yea by whose desire and request was the same Drawn
is not the Name Armogam Set and Subscribed thereto the Proper
Hand Writing of the said Armogam and was not the Contents
thereof Read and perused by him at the time of Signing of the
said Paper Writing and is not the Name Caura Coottey Chitty
One of the Witnesses to the said Paper Writing Your Name and
by You Witnessed If Yea by whose Particular Instance did
You so Witness the same Declare

To Caurah Coottey Chitty } 4th ... Did or did not Sancara Namshevoy Chitty some time
in the Year One thousand Seven hundred and Seventy Two or
When enter into and became Joint Partner with the Defendant
in the Malega or any and what Trade, did or did not the said
Sancara Namshevoy Chitty some time after and when fail in
his Credit and became a Bankrupt and was he or was he not Soon
after Sued in the Honble the Mayor's Court by his Creditors and
what became of him after wards and was he not put in Goal
If Yea did not the said Sancara Namshevoy Chitty's Family
the Petitioners in Particular Come to the Defendant and request
of him to Assist them in Procuring the enlargement of the said
Sancara Namshevoy Chitty and was not the said Sancara
Namshevoy Chitty afterwards Released from Prison by the
Assistance of the Defendant thro the interference of Mr John De
Fries

Fries If Yea by what Particular Clause was he so Released and
What Satisfaction did he give to his Creditors in Consequence was
or Was not the said Sancara Namshevoy Chitty after being
Released so as aforesaid again Admitted by the Defendant as
Copartner in the Malega Trade If Yea how long did they so Conti-
nue as Joint Partners do You know or Can You Set forth when
and at what time the House built by Sancara Namshevoy Chitty
Situated in Singa Chitty's Street was Sold and who Caused the
Same to be Sold did or did not the said Sancara Namshevoy
Chitty in Your Presence desire the Defendant to Purchase
the said House and Ground for his the said Sancara Namshevoy
Chitty's Use If Yea Was not a Promise Made by the said Sancara
Namshevoy Chitty that he would pay the Amount Purchase of
the said House and Ground and [illegible] the same back did or did
Not the Defendant Accordingly Purchase the said House and
Ground If Yea When at What time and to what Amount
did he so Purchase the same and who paid the said Purchase
Money and in whose Name Was the Bill of Sale thereof
Made and what was the Intent and meaning of the Defendts
Causing the said Bill of Sale to be made in the Name of such
Person or Persons Do You know or Can You Set forth whether
at the time of Purchasing the said House and Ground the
said Sancara Namshevoy Chitty lived therein and was You
or was You not present when the Defendant allowed or
Permitted the said Sancara Namshevoy Chitty to Continue
and live in the said House did or did not the Defendant after
in Your Presence Demand payment of the Amount Purchase
of

of the House and Ground Now in Question and did not the said
Lawcara Nawshewy Chitty and Your Presence as often Promised
Payment thereof Was or Was not the said Lawcara Nawshewy
Chitty often afterwards Threatned by the Defendant being sent
in Court if he did not pay or Discharge the amount of the said
Purchase Money Was You or Was You not present When the
Defendant Ordered the said Lawcara Nawshewy Chitty to pay
the Amount of the Quit Rent or Leavangers Duty — The whole
of what You know have Heard or do believe Together with the
Reasons for such Your Belief Declare —

To Chiddambarum Chitty ... } 5th. Was You or Was You not the Accomptant
or Conceopaly to the Defendant in the Bills of these Interrogatories
Named If Yea. How long have You been in that Capacity and
Were You or are You now well Acquainted with all and every the
Accounts Books Dealings and Transactions of the Defendant
Were they or were they not kept by You as the Defendants
Cash Keeply or Accomptant If Yea. Do or Do not Appear upon any
of the Accounts belonging to the Defendant that Goods wares
and Merchandize was ever delivered to the Defendant by any
Person or Persons for and on Account of Lawcara Nawshewy
Chitty for the Purpose of Selling the same and Converting it into
Cash towards the Purchase of the House and Ground Now in
Question Do You know or Can You set forth when and at what
time the House Now in Question Was Sold and to Whom Purchased
the same and for what Amount was the same so Purchased

and

and to whom paid the Amount of the said Purchase Whether the
same was paid Out of the Monies belonging to the said Lawcara
Nawshewy Chitty or Whose Private Property Declare —

Last Interrogatory — } Do You know of any other Matter or thing or Answer
To all the Witnesses } You have or can You say any thing Touching the Matters in
Question in this Cause that may tend to the Benefit and
Advantage of the Respondent Robert Clarke in this Cause,
besides what You have been Interrogated unto If Yea,
Declare the same fully and at large, as if You had been
Particularly Interrogated thereunto —

Sea. Bramley
Attorney for the Respondent —

Mayors Court at Madraspatnam

Between Robert Clarke of
Madras Merchant Complainant
and Madraspatnam Nadey Varrain
Chitty of the same place Merchant Defendant
And the Petitions of Wencatachellum
and Balla Kistnah Chitty Sons and
Heirs of Lawcara Nawshewy Chitty
On the Part of the Respondent —

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

Balla

Balla Kistnen of Madras Native Aged 24 Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the 22nd Day of March 1784 Liquified at the Office of Mr Stephen Popham whose Attorney for the Petitioners by Fiat made 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 follows Viz.

1st to ..... To the first Interrogatory this Deponent Saith, that he doth know the Complainant Robert Clarke in this Cause and that he hath been known to him Two Years or thereabouts and that he doth know the Defendant Madrepauchaum Audy Sawcara Nawnchewy Chitty in this Cause and that he hath been known to him Two Years or thereabouts and that he doth know the Petitioners Venatachellum and Balla Kistnah Chitty Sons and Heirs of Sawcara Nawnchewy Chitty in this Affair, and that he hath been known to them Two Years or thereabouts and that he doth know the Respondent Robert Clarke in this Affair, and that he hath been known to him Two Years or thereabouts and that he doth know the Respondent Robert Clarke in this Affair, and that he hath been known to him Two Years or thereabouts and that he doth know the Respondent Robert Clarke in this Affair, and that he hath been known to him Two Years or thereabouts and more Saith not to this Interrogatory

2d ..... To the Second Interrogatory this Deponent Saith upon shewing to him the Paper Writing at this time of his Examination now Marked B. N.2. that the same was Examined by him and this Deponent saith that he knows the same by the particular and Desire of Annagam set and Subscribed to the Said Paper Writing as of the said Annagame own hand Writing and this Deponent

Deponent further Saith that the contents thereof were Read by the said Annagam at the time of his Signing the same and this Deponent Saith that he did Acknowledge the same to be a just and fair transaction between him and the Defendant and that the Name Balla kistnen mentioned in the said writing is the name of this Deponent and more Saith not to this Interrogatory

To the last Interrogatory this Deponent saith that he doth not know of any other Matter or Thing touching the Matter in Question that can tend to the Advantage of Robert Clarke in this Affair More than he hath already Deposed and more saith not to this Interrogatory

Sworn Coll
Examiner

Balakistnah

Mayor Court at Madraspatnam

Between Robert Clarke of Madras Merchant Complainant and Madrepauchaum Audy Sawcara Chitty of the same place Merchant Defendant

On the Petitions of Venatachellum and Balla kistnah Chitty Sons and Heirs of Sawcara Nawnchewy Chitty On the Part of the Respondent

Depositions of Witnesses taken in the Cause by and before the Examiner in the Court aforesaid the

Crown

Caura Coottey Chitty of Madras Merchant Aged 40 Years or thereabouts being Produced as a Witness in this Affair On the Part of the Respondent was on the 27th Day of March 1784 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Kistnah 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 Robert Clerk in this Cause, and that he hath so known him One Year or thereabouts and that he doth know the Defendant Madrepaukum Audy Narrain Chitty in this Cause, and that he hath so known him from his Infancy and that he doth know the Petitioners Vencatachellum and Ballakistnah Chitty Sons and Heirs of Lancara Namshevoy Chitty in this Affair, and that he hath so known them twenty Years or thereabouts and that he doth know the Respondent Robert Clerk in this Affair, and that he hath so known him One Year or thereabouts And more Saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent Saith upon shewing to him at this the time of his Examination the Paper writing Marked B. No 2 that the same was drawn by Ballakistnen the Person therein named and that the same was drawn out at the desire and Request of Armogam, and this Deponent Saith that the Name Armogam Set and Subscribed thereto, is of the proper hand Writing of the said Armogam and that the contents thereof Were Read and Perused by him at the time of his Signing the Said

Said Paper Writing and the name Caura Coottey Chitty One of the Witnesses to the said Paper is the Name of this Deponent, and by him Witnessed And that it was at the particular Instance of Armogam that he did so Witness the same and more saith Not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent Saith, that Lancara Namshevoy Chitty in the Year of Our Lord One Thousand Seven hundred and Seventy two did enter into and became Joint Partner with the Defendant in the Melega Trade, and that the Said Lancara Namshevoy Chitty some time in the Year One Thousand Seven hundred and Seventy three did fail in his Credit and became a Bankrupt and that he was afterwards Sued in the Honble Mayor's Court by his Creditors, and committed to Goal and that the said Lancara Namshevoy Chittys Family the Petitioners in this Cause came in particular to the Defendant and Requested of him to Assist them in procuring the Enlargement of the said Lancara Namshevoy Chitty and that the said Lancara Namshevoy Chitty was afterwards Released from Prison by the Assistance of the Defendant thro' the Interference of Mr John De Fries and that he was Released from the said Prison upon the express condition of his delivering Over all his Effects, and Goods to four Attornies upon Account and as a Satisfaction to his Creditors. And this Deponent Saith in consequence of the above Release that Lancara Namshevoy Chitty was again Admitted by the Defendant as Carpenter in the Malega Trade, and that they continued Joint Partners for Six or Seven

Seven Years afterwards and this Deponent Saith that the House
built by Lancara Nanneheway Chitty Situated in Singa Chitty
Street was Sold some time in the Year One thousand Seven
hundred and Seventy five and that the said House was sold by
the four Attorneys above mentioned And this Deponent saith
that Lancara Nanneheway Chitty did in this Presence Cause the
Defendant to purchase the said House and Ground for the the
said Lancara Nanneheway Chitty's use, and this Deponent saith
that there was a promise made by the said Lancara Nanneheway
Chitty that he would Pay the Amount purchase of the said House
and Ground and Receive the same back, and that the Defendant
did Accordingly purchase the said House and Ground and this
Deponent Saith that it was in the Year One thousand Seven hundred
and Seventy five that he purchased the same and that the Price of the
said House was One thousand four hundred and Seventy Pagodas
and that the Amount of the said Purchase Money was paid by
Madoyparkeum Ruddy Narrain Chitty and that the Bill of Sale
Was made out in the Name of Nonegam Chitty And this Deponent
Saith that the Cutcut and Mooning of the Defendant causing
the said Bill of Sale to be made out in the Name of another Person,
Was to enable him and his Children to mortgage or dispose of the
said House that it might not be known without their names Appearing on
the Purchase And this Deponent Saith that the time of the purcha-
sing of the said House and Ground the said Lancara Nanneheway
Chitty lived at Nerinam and that he was present when the Defendant
Allowed the said Lancara Nanneheway Chitty to Continue and live

in

in the said House, and that the Defendant often times this Depon-
ents Presence did demand Payment of the Amount Purchase
of the said House and Ground now in Question, and this Depo-
nent Saith that Lancara Nanneheway Chitty in this Presence
did as often Promise payment thereof, and that the said
Lancara Nanneheway Chitty was often afterwards threatened
by the Defendant being put in Court if he did not pay the
Amount of the said Purchase money, and this Deponent
Saith that he was present when the Defendant Ordered the
said Lancara Nanneheway Chitty to pay the Amount of the
Dutch Rent and Scavengers Duty - And answer Saith not to
the Last Interrogatory this Deponent can Say that the Instrument
the Paper Marked B. N.2. was executed by Nonegam
Chitty that Lancara Nanneheway Chitty was present and that he
Never declared having paid the Amount purchase Money of the
House in Question And this Deponent Saith that he was chosen
as an Arbitrator but it was disputed that existed between Ruddy
Chitty and Madoyparkeum Ruddy Narrain Chitty and upon
Examining the Accounts of Lancara Nanneheway Chitty and
Madoyparkeum Ruddy Narrain Chitty it did not appear
that Lancara Nanneheway Chitty had paid the Amount of the
Purchase of the House and disputed either in Cash or Goods and
More Saith not to this Interrogatory

Oliver Colt
Examiner

Mayor's Court at Madraspatnam

Between Robert Clarke of Madras Merchant Complainant and Madrepaukum Audy Narrain Chitty of the same place Merchant Defendant

In the Petition of Vencatachellum and Balla Kistnah Chitty Sons and Heirs of Sancara Namshevoy Chitty

On the Part of the Respondent

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

Cheddambaram Chitty of Madras Merchant Aged 51 Years or thereabouts being produced as a Witness in this Affair on the Part of the Respondent was on the 20th Day of March 1784 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Kistnah 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 Not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrepaukum Audy Narrain Chitty in this Cause and that he hath so known him thirty Years or thereabouts and that he doth know the Petitioners Vencatachellum and Balla Kistnah Chitty Sons and

and Heirs of Sancara Namshevoy Chitty in this Affair and that he hath so known them twenty Years or thereabouts and that he doth not know the Respondent Robert Clarke in this Affair and More Saith not to this Interrogatory

5th ..... To the fifth Interrogatory this Deponent saith that he was the Conicoply to the Defendant in the Title of these Interrogatories Named, and that he Served in that Capacity for the space of twenty Years and is well acquainted with all the Accounts, Books, Dealings and transactions of the Defendant and that they were kept by this Deponent as Conicoply to the said Defendant and this Deponent further Saith that it does not appear upon any of the Accounts belonging to the Defendant which this Deponent had Charge of that any Goods, wares or Merchandize were ever Delivered to the Defendant by any Person or Persons for or on Account of Sancara Namshevoy Chitty for the purpose of selling the same and reverting it into Cash, towards the Purchase of the House and Ground now in Question, and this Deponent Saith that the House in Question was sold in the Year of Our Lord One Thousand Seven hundred and Seventy five by Mr Haliburton which was purchased by the Defendant Madrepaukum Audy Narrain Chitty the Defendant in this Cause, and that he Madrepaukum Audy Narrain Chitty paid the Amount of the said Purchase Money, and that the Same was not paid Out of any Money belonging to the said Sancara Namshevoy Chitty but out of the private Property of the said Madrepaukum Audy Narrain Chitty And more Saith

Saith Not to this Interrogatory —

To the last Interrogatory this Deponent Saith, that he doth not know of any other Matter or thing touching the Matters in Question that can tend to the benefit of the Respondent Robert Clarke in this Affair more than he has Already Setforth — and More Saith not to this Interrogatory —

[illegible]

Oliver Colt —
Examiner

Cross Interrogatories to be Administered to Cundapah Chitty a Witness now produced Sworn and Examined in a Certain Matter now in dispute in a Cause before this Hon'ble Court wherein Robert Clerk of Madras Merchant is Complainant And Madrepaukum Addy Narrain Chitty of the same place Merchant Defendant —

In the Petition of Vencatachellum and Balla Kistnah Chitty Sons and Heirs of Sancara Namshevoy Chitty —

On the Part and behalf of the Respondent Robert Clerk —

To Cundapah Chitty ... 1st Do You know the Parties Respondent Petitioners and Defendant in the Title of these Interrogatories Named or either and which of them If Yea, how long have You so known them or either and which of them Setforth the

Particulars at large According to the best of Your knowledge Remembrance and belief and the Truth, Declare —

Ditto ... 2d ... Are You, or are You not an Inhabitant of Vallayah Pattah, Alias Wallajauh Naugar, If Yea how long Since You left that Place, and when, and at what Particular time You came to Madras What was Your Motives for leaving the before Recited place, was You at any time or times present, when Sancara Namshevoya Chitty had any and what Conversation with the Defendant in the Title of these Interrogatories named, Regarding a Certain House and Ground formerly built by the said Sancara Namshevoya Chitty Deceased which is now in dispute, If Yea when and at what Particular time was such Conversation held between the said Sancara Namshevoya Chitty and the said Defendant, how came You to be present at such Conversation and what was the Particulars thereof Declare —

Last ... 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 Respondent in this Cause, besides what You have been interrogated unto? If Yea, Declare the Same, fully and at large, as if You had been particularly interrogated thereon —

Chas. Bromley
Attorney for the Respondent

Mayors Court at Madraspatnam

Between Robert Clark of Madras Merchant Complainant and Madrejanahum Addy Nawain Chitty of the same place Merchant Defendant

In the Petition of Venatachellum and Balla Pichnaik Chitty Sons and Heirs of Samara Nammehevay Chitty

On their Part of the Respondent

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

Cundapah Chitty of Madras formerly Shop keeper Aged 54 Years or thereabouts being produced as a Witness in this Affair on the Part of the Respondent was on the 28th Day of April 1748 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioners by his Clerk 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 Robert Clark in this Cause and that he doth know the Defendant Madrejanahum Addy Nawain Chitty in this Cause and that he hath so known him these Six or Seven years and that he doth know the Petitioners Venatachellum and Balla Pichnaik Chitty Sons and Heirs to Samara Nammehevay Chitty in this Affair and that he

so known them ten Years or thereabouts and that he doth not know the Respondent Robert Clark in this Affair And More saith not to this Interrogatory

2d ——— To the second Interrogatory this Deponent saith, that he is an Inhabitant of Madraspatnam and that he is about four Years since he left that Place entirely, but that before that time he was customary for him frequently to visit Madras and return again and that he arrived there about the commencement of the present War and that his Motives for leaving that place were upon Account of the Troubles that then existed in the Country And this Deponent saith that he was present upwards of Six Years ago to the best of his Recollection when Samara Nammehevay Chitty and Madrejanahum Addy Nawain Chitty had a Conversation with the Defendant in this Cause Concerning Interrogatories Named, Regarding a certain House and Ground formerly built by the said Samara Nammehevay Chitty Deceased which House and Ground this Deponent saith that it was about Six Years ago when such conversation was held between the said Samara Nammehevay Chitty and the said Defendant and this Deponent saith that he accompanied Samara Nammehevay Chitty at his own request to the House of the Defendant where the conversation was had aggreed And this Deponent saith that on his coming arrived at the House Samara Nammehevay Chitty told Madrejanahum Addy Nawain Chitty that the Money had been paid to him and Madrejanahum Addy Nawain Chitty for the Godowns and told him that it was not proper for him to keep the Bills of Sale and Receipts

Same

him at the same time to return it Narrain Chitty then asked Lancara Namshevoy Chitty why he so frequently demanded the Bill of Sale, and told him if he suspected him that he would deliver up to him the bill of Sale of his own house, and Lancara Namshevoy Chitty replied just as he pleased And more Saith not to this or the last Interrogatory

Oliver Colt
Examiner

Interrogatories to be Administred to Narrain Chitty, Cheddambram Chitty, Arnachellum Chitty, Veerasawmy Chitty and Arnaguerry Chitty as Witnesses Now produced Sworn and Examined in a Certain Matter now is dispute in a Cause before this Honble Court wherein Robert Clerk of Madras Merchant is Complainant And Madrapaukum Audy Narrain Chitty of the same place Merchant Defendant

In the Petition of Vencatachellum and Balla Kietnah Chitty Sons and Heirs of Lancara Namshevoy Chitty

On the Part and behalf of the Respondent Robert Clerk

To all the Witnesses } 1st Do You know the Parties Complainant, Defendant Petitioners and the Respondent in the Title of this Interrogatories Named If Yea^r how long have You so known them or either and which of them Declare

Narrain Chitty & Cheddambram Chitty } 2^d Were You or were You not present some time in the Month of September in the Year 1773 or at any other and what time when Certain Goods and Merchandize was removed from out of the Godowns of Lancara Namshevoy Chitty into the Defendants Godown If Yea^r whom did the Same belong too and what was the Reason of the Defendants removing the same to his own Godown did or did not the said Goods Wares and Merchandize or any part thereof belong to Lancara Namshevoy Chitty or did the same belong to the Defendant or any other Person or whom by Name was or was Not the said Goods removed on Account of the said Lancara Namshevoy Chitty being put in Court and the Goods in Danger of being Seized by his Creditors and was or was not the said Lancara Namshevoy Chitty afterwards Committed in Prison by his Creditors The whole You know of this Matter have heard or do believe together with the Reasons of such Your belief fully and particularly Declare

Arnachellum Chitty & Veerasawmy Chitty } 3^d Do You know or Can You Set forth the Person or Persons that were present at the time Chinna Valasa Armogam Chitty granted the Defendant the Written Agreement therein engaging himself to Sign a Choultry Bill of Sale of the House and Ground now in Question

Question whenever he should be Required so to do If Yea? where and at what place was the said Agreement so Obtained was or was not the Defendant present at the time of the Obtaining such Agreement If Yea? did the Defendant mention at that time or at any other time Since that the said House and Ground belonged to Lancara Namshevoy Chitty or that it was his Property and that he Chinna Valasa Armogam Chitty in Case of Signing a Choultry Bill of Sale it must be in the Name of the said Lancara Namshevoy Chitty - the whole You know of this matter have heard or do believe together with the Reasons of such Your belief Declare

Armaguery Chitty 4th. Do You know or are You Acquainted With Adam Boy If Yea? how long have You so known him and in whose Service he formerly was and now is Did or did Not the said Adam Boy some time in the Month of February in this present Year 1784 or at any other and what time bring a Message to You from the Petitioners in the Title of these Interrogatories Named, desiring You not to give in Your Evidence on the part of the Respondent but that if You Would Deny the Letter being Wrote by You by the Desire of Costy Chitty the Brother of Lancara Namshevoy Chitty that they the Petitioners would give You 10 Pagodas as a Reward did or did not the said Adam Boy in the Name of the Petitioners also Come to You after Your Examination and request You to give in Your Evidence in favor of the said Petitioners by Denying that the Letter wrote by You by the

desire of Costy Chitty was not of Your Hand Writing and at the Same time offering You a Sum of 10 Pagodas as a Reward and did or did not the said Adam Boy persuade You so to do Acquainting You at the same time that the Petitioners engaged him also in giving his Evidence to Same purport and that he was obliged so to do by being their Servant. The whole of this Matter as You have heard fully and Particularly and the truth Declare

To all the Witnesses Last. 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 Respondent in this Cause, besides what You have been interrogated unto If Yea, Declare the same fully and at large, as if You had been particularly interrogated Thereon.

Chas. Bromley
Attorney for the Respondent

Mayor's Court at Madraspatnam

Between Robert Clerk of Madras Merchant Complainant And Madrepaukum Addy Narrain Chitty of the Same place Merchant Defendant

In the Petition of Vencatachellum and Balla Kistnah Chitty Sons and Heirs of Lancara Namshevoy Chitty

On the Part of the Respondent

Depositions

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

Cheddambram Chitty of Madras Merchant Aged 58 Years or thereabouts being produced a Witness in this Affair On the Part of the Respondent was on the 10th Day of May 1734 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Histranslatour Jerwant Who also left with him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards On the Same Day being Sworn and Examined Deposeth as follows viz.ts

1st ... To the first Interrogatory this Deponent Saith That he doth Not know the Complainant Robert Clarke in this Cause and that he doth know the Defendant Madrepraukum Audy Narran Chitty in this Cause and that he hath known him Three and Thirty Years or thereabouts and that he doth know the Petitioners Venatachellum and Pallakrishnah Chitty Son and Heir to Lancara Namchewy Chitty in this Affair and that he hath known them Twenty Years or thereabouts and that he doth not know the Respondent Robert Clarke in this Affair and more Saith not to this Interrogatory

2d ... To the Second Interrogatory this Deponent Saith That he was Present some time in the Month of September in this Year One thousand Seven hundred and Seventy three when certain Goods and Merchandizes were removed from out of the Godowns of Lancara Namchewy Chitty into the Defendants Godowns and that the same belonged to the Estate De Fries Mr Pilling and the Defendant Madrepraukum Audy Narran Chitty Who

Deponent Saith That the Reason of the Defendants Removing the Same to his own Godowns was owing to Estate De Fries and Mr Pilling informing them That Lancara Namchewy Chitty was prosecuted in the Honble Mayors Court by Mr Holland and That in consequence of the said Prosecution a Warrant was expected to be issued against the Persons of the said Lancara Namchewy Chitty and That in consequence of this Information Madrepraukum Audy Narran Chitty removed the said Goods from Lancara Namchewy Chitty Godowns No Part of the said Goods belonged to Lancara Namchewy Chitty but jointly to Estate De Fries Mr Pilling and the Defendant in this Cause This Deponent Saith That the said Goods as he has Already Set forth were Removed out Account of the said Lancara Namchewy Chitty being put in Court and the Goods in danger of being Seized by his Creditors And this Deponent Saith That Lancara Namchewy Chitty was committed to Goal afterwards by his Creditors And more Saith not to this or the last Interrogatory

Sworn Coll

Examinor

Mayor's Court at Madraspatnam

Between Robert Clerk of Madras Merchant Complainant and Madrepaukum Audy Narrain Chitty of the same place Merchant Defendant

In the Petition of Veneatachellum and Balla Kistnah Chitty Sons and Heirs of Lancara Namshevoy Chitty

On the Part of the Respondent

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

Arnachellum Chitty of Madras Merchant Aged 36 Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the 8th Day of May 1784 Signified at the Office of Mr. Stephen Popham who is Attorney for the Petitioners by Kistnah 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 not know the Complainant Robert Clerk in this Cause and that he doth know the Defendant Madrepaukum Addy Narrain Chitty in this Cause, and that he hath so known him twenty Years or thereabouts and that he doth know the Petitioners Veneatachellum and Ballakistnah Chitty Sons and

and Heirs of Lancara Namshevoy Chitty in this Affair and that he hath so known them ten Years or thereabouts and that he doth not know the Respondent Robert Clerk in this Affair And more Saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent Saith, that Lancara Namshevoy Chitty, Camachee Veerasamy Chitty Pundescurree Veneatapaty Chitty, Cara Cooty Chitty, Balla Kistna Chitty who drew out the Agreement Varadyah and this Deponent were present at the time Chinna Valasa Armogam Chitty granted the Defendt. a Written agreement therein engaging himself to sign a Choultry Bill of Sale of the House and Ground now in question whenever he should be required so to do this Deponent saith that the said agreement was drawn out in the House of Chinna Vallasa Armogam Chitty and that the Defendant Madrepaukum Audy Narrain Chitty was not present when such agreement was so Obtained, but at that time Residing at his own house and this Deponent further saith that the Defendant never did at that time or any other mention that the said House and ground belonged to Lancara Namshevoy Chitty or that it was his Property or that he Chinna Valasa Armogam Chitty in Case of Signing a Choultry Bill of Sale it must be in the name of the said Lancara Namshevoy Chitty and more saith not to this or the last Interrogatory

Oliver Colt
Examiner

Mayor's Court at Madraspatnam

Between Robert Clerk of Madras Merchant Complainant and Madrapaish Vencatachellum and Balla Kistnah Chitty Sons and Heirs of Sancarah Nainahsawy Chitty Deceased on the Part of the Respondent

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

Vencatasawmy Chitty of Madras Merchant Aged 64 Years or thereabouts being produced as a Witness in this Affair on the Part of the Respondent was on the 2d Day of May 1786 Lignified at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Rednah Sawmy 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 follows viz

1st ——— To the first Interrogatory this Deponent Saith that he doth know the Complainant Robert Clerk in this Cause and that he hath been known these two or three Years and that he doth know the Defendant Madrapaish Vencatachellum Reddy Naigue in this Cause and that he hath been known these twenty four Years or thereabouts and that he doth know the Petitioners Vencatachellum and Balla Kistnah Chitty Sons and

heirs to Sancarah Nainahsawy Chitty in this Affair and that he hath been known these fifteen Years or thereabouts and that he doth know the Respondent Robert Clerk in this Affair and that he hath been known these two or three Years ——— and more Saith not to this Interrogatory

3d ——— To the third Interrogatory this Deponent Saith that Coely Chitty Panderam Vencatapaty Chitty Vardayah Annachella Chitty Sowra Cundayah Cundayah Chitty Balla Kistnah Chitty Sancarah Nainahsawy Chitty and this Deponent were present at the said Chinna Malaya Annagaroo gave to the Defendant the written agreement therein engaging himself to Sign a Chowltry Bill of Sale of the House and Ground now in Dispute wheresoever he should be required so to do and this Deponent saith that the said Agreement was obtained at the House of Chinna Malaya Annagaroo Chitty and that the Defendant was not present but Residing at his own Houses this Deponent Saith that the Defendant never mentioned at that time or at any other time that the said House or Ground belonged to Sancarah Nainahsawy Chitty or that it was his Property or that the said Chinna Malaya Annagaroo Chitty and cause of signing a Chowltry Bill of Sale it should be given the name of the said Sancarah Nainahsawy Chitty ——— and more Saith not to this Interrogatory

4th ——— To the last Interrogatory this Deponent saith that when the said Agreement was drawn out by Balla Kistnah Chitty and executed by Chinna Malaya Annagaroo Coely Chitty and

and Shewa Cundajah Chitty were with us for the Said Lascara
Nainahevoy Chitty was then present and all that time never
Mentioned Showing delivered Goods, Merchandizes, Money or
anything Else to the Defendant towards the purchase of the
House and Premises and more Saith not to this Interrogatory

Sworn the 9th of May 1751

Elsner Catt
Examiner

Mayor's Court at
Madraspatnam

Between Robert Clerk of
Madras Merchant Complainant and
Madrapaukum Addy Narrain Chitty
of the same place Merchant Defendant
In the Petition of Venkatachellum
and Balla Krishnah Chitty Sons and
Heirs of Lascara Nainahevoy Chitty
On the Part of the Respondent

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

Annaswamy Chitty of Mallyapauram Merchant but at present
residing at Madras Aged 50 Years a Witness produced and sworn
in this Affair On the Part of the Respondent was on this 2d. Day of May
1754 Examined at the Office of Mr. Stephen Popham their Attorney for the
Petitioners by Krishnah my Servant who also left them a Note of the Names

and Place of Abode of the said Deponent and afterwards on the same
being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent Saith, that he doth
not know the Complainant Robert Clerk in this Cause, and
that he doth know the Defendant Madrapauk um Addy
Narrain Chitty in this Cause, and that he hath so known
him five or Six Years and that he doth know the Petitioners
Venkatachellum and Balla Krishnah Chitty Sons and
Heirs to Lascara Nainahevoy Chitty in this Affair, and
that he hath so known them Ten or twelve Years and that
he doth not know the Respondent Robert Clerk in this
Affair And more Saith not to this Interrogatory

To the fourth Interrogatory this Deponent Saith, that he
doth know one Adam Boy, and that he has so known him Ten
Years, and that the said Adam Boy before the present war
was in the Service of Coty Chitty and Madrapauk um Addy
Narrain Chitty who were Partners in the Malaya Trade by them
and this Deponent saith that the said Adam Boy is at present
employed by the Petitioners Venkatachellum and Balla and
Krishnah Chitty. And this Deponent further Saith that
Adam Boy never came at any time before this Examination
With a Message to him from the Petitioners or their Solicitors
Interrogatories desiring him not to give his Evidence on the
Part of the Respondent or any other Message whatever and this
Deponent further saith that after his examination he went to

the

the Malega Shop of the Petitioners where he met the said Adam Boy, who told him that he this Deponent had served Costy Chitty ten Years and asked him how he could give Evidence on the part of the Respondent, that he wrote the Letter by order of Costy Chitty, and informed him if he wanted Money for Expences he would get him ten Pagodas provided he would give Evidence On the Part of the Petitioners Saying that he did not write the Letter in Question, and to deny that he know the Person that wrote it but that this Deponent did not comply with the above proposal And More Saith not to this or the Last Interrogatory

[illegible]

Oliver Colt
Examiner

At the time of Signing this Deponent saith that when he refused to comply with the proposal of Adam Boy, He told him that they Petitioners Said that they had a demand upon him of One hundred or One hundred and fifty Pagodas and that this Deponent replied if they had an Account to that Sum he would Answer to it

[illegible]

Oliver Colt
Examiner

Witnesses
Thomas Pelling
John De Fries

Interrogatories to be Administred to Messrs John De Fries and Thomas Pelling as Witnesses now produced Sworn and Examined in a certain Matter now in dispute in a Cause before the Honble the Mayor's Court at Madraspatnam Wherein Robert Clarke of Madras Merchant is Complainant And Madrepaukum Addy Narrain Chitty of the same place Merchant Defendant

In the Petition of Vencatachellum and Balla Kistnah Chitty Sons and Heirs of Sancara Namshevoy Chitty On the part and behalf of the Respondent Robert Clarke

Interrogatory To both Witnesses } 1st Do You know or Do You not know the Parties Complainant, Defendant, Petitioners and Respondent in the Title of these Interrogatories named, if Yea, how long have You so known them or either and which of them Declare

John De Fries 2nd Was or Was not the Defendant in the Title of these Interrogatories Named, Concerned with You, and Thomas Pelling, in the Purchase of Some China Goods, If Yea, Did or Did Not the Defendant, employ one Sancara Namshevoy Chitty to Assist him in the disposal of the said Goods, Was or Was not a part of the said Goods, Lodged in the Godown or Warehouse

Warehouses of the said Lawara Nawchewy Chitty, in order that he might have the benefit or Advantage of the Rents of the said Godowns or Warehouses Did You or Did You not some time in the Month of September in the Year 1772 Acquaint the Defendant that Edward Johns Holland of Fort Saint George Merchant having Sued the said Lawara Nawchewy Chitty in this Honble Court, and Ordered the Defendant at the same time to Remove all Manner of the Goods belonging to the Joint Concern from the Godowns of the said Lawara Nawchewy Chitty to the Defendants Godowns Yea, Was or Were not the Goods so Removed the Property of the Joint Concern or otherwise and to whom did the said Goods belong Particularly Set forth and Declare to the best of Your Knowledge Remembrance and belief

Thomas Pelling

2d Was or Were not the Defendant and the Rest of those Interrogatories Named Concerned with You and John De Fries in the Purchase of Some Chinaal Goods Yea, Declare not Was not the Defendant employ'd by One Lawara Nawchewy Chitty to Assist him in the Disposal of the said Goods, Was or Were not a Part of the said Goods Lodged in the Godowns or Warehouses of the said Lawara Nawchewy Chitty, in order that he might have the benefit or Advantage of the Rent of the said Godowns or Warehouses, Did or Did not John De Fries some time in the Month of September in the Year 1772 Acquaint the Defendant that Edward John Holland having Sued the said Lawara Nawchewy Chitty in this Honble Court, and ordered the Defendant at the same time to Remove all Manner of the said Goods

Goods belonging to the Joint Concern from the Godowns of the said Lawara Nawchewy Chitty to the Defendants Godowns, Yea, Was or Were not the Goods so Removed the Property of the Joint Concern or otherwise and to whom did the said Goods belong Particularly Set forth and Declare to the best of Your Knowledge Remembrance and belief

To both the Witnesses

Do You know or Do You not know of any other matter or thing that may tend to the benefit and Advantage of the Respondent in this Matter, if Yea, Declare the same as fully as if You had been thereunto Particularly Interrogated

Sam.l Bromley

Attorney for the Respondent

Mayor's Court at Madraspatnam

Between Robert Cloak of Madras Merchant Complainant and Madrapauk Isaac Addy Samain Chitty of Broadway place Merchant Defendant

Jus Alter Petitions of Vencatachellum and Ballal Kistnadi Chitty Lawara Heirs of Lawara Nawchewy Chitty Out West Part of the Respondent

Depositions

Warehouses of the said Sanvara Nainchewy Chitty, in order that he might have the benefit or Advantage of the Rent of the said Godowns or Warehouses, Did You or Did You not come thither in the Months of September in the Year 1772 Against the Defendant that Edward John Holland of Fort Saint George Merchant having Sued the said Sanvara Nainchewy Chitty in this Honble Court, and Ordered the Defendant at the same time to Remove all and every the Goods belonging to the Joint Concern, from the Godowns of the said Sanvara Nainchewy Chitty to the Defendants Godowns If Yea, Was or Was not the Goods so Removed the Property of the Joint Concern or otherwise and to whom did the said Goods so belong Particularly Set forth and Declare to the best of Your Knowledge Remembrance and belief

Thomas Pilling

2d Was or Was not the Defendant in the Bills of these Interrogatories Named Concerned with You and Edward De Fries in the Purchase of Some China Goods If Yea, Did or Did not the Defendant Sangaly Vase Sanvara Nainchewy Chitty to Assist him in the Shipment of the said Goods Was or Was not a Part of the said Goods Lodged in the Godowns or Warehouses of the said Sanvara Nainchewy Chitty, in order that he might have the benefit or Advantage of the Rent of the said Godowns or Warehouses, Did or Did not Edward De Fries come thither in the Months of September in the Year 1772 Against the Defendant that Edward John Holland having Sued the said Sanvara Nainchewy Chitty in this Honble Court and ordered the Defendant at the same time to Remove all and every the said Goods

Goods belonging to the Joint Concern from the Godowns of the said Sanvara Nainchewy Chitty to the Defendants Godowns If Yea, Was or Was not the Goods so Removed the Property of the Joint Concern or otherwise and to whom did the said Goods belong Particularly Set forth and Declare to the best of Your Knowledge Remembrance and belief

To both the Witnesses

Do You know or Do You not know of any other matter or thing that may tend to the benefit and Advantage of the Respondent in this Matter, if Yea, Declare the same as fully as if You had been thereunto Particularly Interrogated

Sworn at Bromley

Attorney for the Respondents

Mayor's Court at Madraspatnam

Between Robert Clerk of Madras Merchant Complainant and Madrapauchumy Abby Narrain Chitty of the same place Merchant Defendant

In the Petition of Weeravatchellum and Ballal Rastural Chitty Sanvara Heirs of Sanvara Nainchewy Chitty

On the Part of the Respondent

Depositions

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

Thomas Pelling of Madras Merchant Aged 60 Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the 12th Day of May 1784 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Kistnah 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 Not know the Complainant Robert Clerk in this Cause and that he doth know the Defendant Madrepaukum Addy Narrain Chitty in this Cause, and that he hath so known him fifteen Years or thereabouts and that he doth not know the Petitioners Vencatachellum and Balla Kistnah Chitty Sons and heirs to Sancara Namshevoy Chitty in this Affair and that he doth not know the Respondent Robert Clerk in this Affair and more Saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent Saith that the Defendant in the Title of these Interrogatories named was Concerned with him Mr John De Fries and George Smith in the Purchase of Some China Goods And that the Defendant employ One Sancara Namshevoy Chitty to Assist him in the disposal of the said Goods, and this Deponent saith that he heard the said Goods were lodged in the Godown

of the said Sancara Namshevoy Chitty for the Advantage of its Situation And this Deponent saith that he heard some Years ago that Mr De Fries did Acquint the Defendant that Edward John Holland having Sued the said Sancara Namshevoy Chitty in this Honble Court, and having Ordered the Defendant at the Same time to remove all and every the said Goods belonging to the Joint concern from the Godown of the said Sancara Namshevoy Chitty and this Deponent saith that he believes the Goods so removed to be the Property of the joint concern and more Saith not to this Interrogatory

To the last Interrogatory this Deponent Saith that Sancara Namshevoy Chitty was employed by the Defendant to Assist him in this business from his having a good knowledge of Trade in General and more Saith not to this Interrogatory

Oliver Colt
Examiner

Thos Pelling

Mayor's Court at Madraspatnam

Between Robert Clerk of Madras Merchant Complainant and Madrepaukum Addy Narrain Chitty of the same place Merchant Defendant

In the Petition of Vencatachellum and Balla Kistnah Chitty Sons and Heirs of Sancara Namshevoy Chitty

On the Part of the Respondent

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

John De Fries of Madras Merchant Aged 50 Years or thereabouts being produced as a Witness in this Affair on the Part of the Respondent was on the 12th Day of May 1784 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioners by his Undersigning 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 Robert Clerke in this Cause and that he doth know the Defendant Madrepauchumbe Abby Narrain Chitty in this Cause, and that he hath seen him Twenty Years or thereabouts and that he doth know the Petitioner Venatachellum Son and Heir of Sancarau Nainabarey Chitty in this Affair, and that he hath seen him fifteen Years or thereabouts and that he doth not know the Petitioner Balla Richard Chitty Son and Heir of Sancarau Nainabarey Chitty in this Affair and that he doth not know the Respondent in this Affair and More Saith not to this Robert Clerke in this Affair

2d to the second Interrogatory this Deponent Saith that the Defendant in the Title of these Interrogatories named was concerned with him Mr Pelling George Smith and Messrs de Castro in the Importance of Some Chinas Goods and that the Defendant

Defendant Madrepauchumbe Abdy Narrain Chitty did Employ one Sancarau Nainabarey Chitty to Assist him in the Disposal of the said Goods, being well Versed in the China Trade This Deponent was informed by the Defendant that part of the said Goods were lodged in the Godowns or Warehouses of the said Sancarau Nainabarey Chitty in order that he might have the benefit or Advantage of the Rent of the said Godowns and this Deponent further Saith that some time after but that he does not exactly Remember the time he Requested the Defendant that Sancarau Nainabarey Chitty was sued in this Honble Court, and Ordered the Defendant at the same time to Remove all and every the Goods belonging to the Joint Concerns, from the Godowns of the said Sancarau Nainabarey Chitty and that the Goods so Removed were the Joint Concerns of George Smith Mr Pelling the Defendant and Mr De Castro, and that he knows of no other being Removed And More Saith not to this or the Last Interrogatory

Viner Cott
Examiner

Mr De Fries has declined Signing to this Deposition upon Account of his being Deprived of his Sight

Viner Cott
Examiner

On the Part of the Respondent

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

John De Fries of Madras Merchant Aged 50 Years or thereabouts being produced as a Witness in this Affair on the Part of the Respondent was on the 12th Day of May 1784 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Kistnah 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 not know the Complainant Robert Clerk in this Cause, and that he doth know the Defendant Madrepaukum Audy Narrain Chitty in this Cause, and that he hath so known him twenty Years or thereabouts and that he doth know the Petitr Vencatachellum Son and heir of Sancara Namshevoy Chitty in this Affair, and that he hath so known him fifteen Years or thereabouts and that he doth not know the Petitioner Balla Kistnah Chitty Son and heir of Sancara Namshevoy Chitty in this Affair and that he doth not know the Respondent Robert Clerk in this Affair And More Saith not to this Interrogatory

2d ..... To the Second Interrogatory this Deponent Saith, that the Defendant in the Title of these Interrogatories named was Concerned with him Mr Pelling George Smith and Moses de Castro in the purchase of Some China Goods and that the Defendant

Defendant Madrepaukum Audy Narrain Chitty did employ One Sancara Namshevoy Chitty to Assist him in the Disposal of the said Goods, being well versed in the China Trade. This Deponent was informed by the Defendant that part of the said Goods were lodged in the Godown or Warehouse of the said Sancara Namshevoy Chitty in order that he Might have the benefit or Advantage of the Rent of the said Godown and this Deponent further Saith that Same time after but that he does not exactly remember the time he Acquainted the Defendant that Sancara Namshevoy Chitty was sued in this Honble Court, and Ordered the Defendant at the Same time to remove all and every the Goods belonging to the Joint Concern, from the Godown of the said Sancara Namshevoy Chitty and that the Goods so removed were the Joint Concern of George Smith Mr Pelling the Defendant and Mr De Castro, and that he knew of no other being removed And more Saith not to this or the Last Interrogatory

Oliver Colt
Examiner

Mr De Fries has declined Signing to this Deposition upon Account of his being deprived of his Sight

Oliver Colt
Examiner

Court of Appeals at Madraspatnam } Ss Monday 31st January Anno Domini 1785

Between Vencatachellum and Balla Kistna Chitty Sons and Heirs of Lancara Namshevoy Chitty Deceased Appellant Robert Clerk Respondent in a Cause wherein Robert Clerk was Complainant and Mauderapakum Audy Narrin Chitty was Defendant

This Cause Coming on this day to be heard and Debated

Debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayor's Court together with the Order of the said Court given in this Cause on Saturday 30th Day of October Anno Domini 1784 upon due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments Used by the Attornies on both Sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Order of the Honble the Mayor's Court do Stand Affirmed and that the Appellants Petition be hence dismissed with Costs

A Cur

Chas. Freeman
Clk

Filed 30th Augt 1783

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court, Your Orator Nathaniel Barlow of Vizagapatam Esquire, Administrator with the Will annexed, to the Estate and Effects of Dawsonne Drake late of Fort Saint George Esquire Deceased, by his Substituted Attorney Henry Alexander of the same place Esquire, that Antonio De Souza of the same place Merchant Stands justly and Truly indebted unto Your Orator, as Administrator aforementioned, but for the Use of the said Henry Alexander, in the Sum of Eight

Thousand, Nine hundred, and thirty two Pagodas, Twenty One fanams, and Seventy Cash, making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda, the Sum of three Thousand five Hundred and Seventy three Pounds and upwards, being the Ballance of an Account Current, Stated and Settled by and between the said Antonio De Souza and James Johnson and Peter Walker of Fort Saint George Gentlemen The Special Attornies of Your Orator for the purpose of Managing the Estate and Effects of the said Dawsonne Drake Deceased a Copy of Which said Account Current 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, the Original of which Account Current, Your Orator Sheweth, the said James Johnson and Peter Walker as Attornies to Your Orator, Have by a formal Deed of Assignment and power of Attorney bearing date the fifteenth day of August in the present Year of Our Lord One thousand Seven hundred and Eighty three, Transfered, Assigned and Setover unto the Said Henry Alexander with a Mortgage Deed or Instrument bearing date the Twenty Day of February in the Year of Our Lord One thousand Seven Hundred and Seventy Eight, under the Hand and Seal of the said Antonio De Souza, and by him given unto the aforementioned Dawsonne Drake in his life time upon the Settlement of their Accounts then at that time Subsisting, by which said Mortgage Deed, the said Antonio De Souza did on the day of the date thereof Acknowledge himself

himself to be indebted unto the said Dawsonne Drake, in the
Sum of Nine Thousand Seven Hundred and Sixty Six Pagodas
Sixteen fanams and Ten Cash as the Ballance of Accounts
Arising upon a Bond or Obligation from the said Antonio De
Souza unto the said Dawsonne Drake, for the Principal Sum of
Nine Thousand, five Hundred, and Sixty Seven Pagodas and
forty One fanams, and which bore date the Sixth day of Augt
in the Year One Thousand Seven hundred and Seventy Six, the
Said Mortgage Deed or Instrument, Reciting that for Securing
the payment of the said Sum of Nine Thousand Seven Hundred
and Sixty Six Pagodas Sixteen fanams and Ten Cash with
Interest for the Same after the Rate of Twelve p Cent p Annum
He the said Antonio De Souza had Deposited with the said
Dawsonne Drake four Bonds of his Highness the Nabob
Wau Laujau to the amount of Fifty Seven Thousand and
Two Hundred Pagodas, which he the said Antonio De Souza
recited he had done in order that the said Dawsonne Drake
Might receive the Dividends thereof or whatever Sum and
Sums of Money Might be paid on Account thereof for or
towards the Discharge of the said Antonio De Souza's said
Debt to the said Dawsonne Drake, And when the said
Debt to the said Dawsonne Drake should be fully paid,
that then the said Dawsonne Drake was to, Surrender up
the said Bonds of the said Nabob to the said Antonio De
Souza, Your Orator further Sheweth that by this said Mortgage
Deed or Instrument, the said four Bonds of his said Highness

the Nabob, wereby the said Antonio De Souza Assigned over unto
the said Dawsonne Drake, Subject to such Provision and Uses
as are therein Specifyed and Set forth, the said Mortgage Deed
or Instrument, Reciting a Power to recover all or any of the Sums
of Money as might be declared by his said Highness the
Nabob, to be paid from time to time, Further Reciting that if
the said Antonio De Souza should well and Truly pay unto
the said Dawsonne Drake his Executors Administrators and
Assigns, the said Sum of Nine Thousand, Seven Hundred and
Sixty Six Pagodas, Sixteen fanams and Ten Cash, with such
Interest as should become due thereon, then and from thence
forth, the said Mortgage Deed or Instruments should be void
and of no Effect, and that the said Bonds of the said Nabob or
Such of them, as might not be discharged should be returned
to the said Antonio De Souza his Executors or Administrators,
as will Morefully Appear, by Referrence had to a Copy of the
Said Mortgage Deed or Instrument 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 the Original under the Hand and
Seal of the said Antonio De Souza Ready to be produced
Whenever required - Your Orator further Sheweth, that the
aforementioned Henry Alexander, being a Creditor upon
Bond of the said Drawsonne Drake in his life time to every
Considerable Amount, and Still undischarged, in Consequence
thereof, Your Orator as Administrator to the Estate and Effects
of

of the said Dawsonne Drake became Debtor to the said Henry
Alexander, as far as Effects of the said Deceased, came into his
Hands, to whose Attornies, being the said James Johnson and
Peter Walker, the said Henry Alexander did apply for Payment
of the Demands he had on the Estate and Effects of the said Daw-
sonne Drake, which Your Orator sheweth, that neither he, nor
the said James Johnson and Peter Walker as his Attornies, were
able to pay in Ready Cash, they the said James Johnson and
Peter Walker as Attornies aforementioned, did propose to the
said Henry Alexander, as a mode of payment, to Assign unto
Demands that the said Dawsonne Drake had on several
and Peter Walker's Hands, as Effects belonging to the said
Estate and of right belonging to Your Orator, as the Administra-
tor, for the Use of the Creditors of the said Dawsonne Drake,
Which proposal the said Henry Alexander accepted, in
Order if possible to facilitate the repayment of his Demands on
the aforementioned Estate and Effects, in pursuance whereof,
Your Orator sheweth, the said James Johnson and Peter Walker
as Attornies to Your Orator the Administrator aforesaid, did by
Deed of Assignment and power of Attorney, bearing date the
fifteenth Day of this instant August, Assign over all Your
Orators right as Administrator aforementioned, in and to the
Ballance of the aforementioned Account Current of the said
Antonio De Souza, as well as the Mortgage Deed or Instrument,
and other Deposits therein Mentioned and intended to be given for

Security for the Payment of Twelve Hundred Pounds Money as is recorded in
the said Mortgage Deed or Instrument of the Twenty Eighth
day of February, One Thousand Seven Hundred and Seventy Eight,
in part Satisfaction of the said Henry Alexander's Demands on
the said Estate and Effects of the said Dawsonne Drake, Your
Orator further Sheweth, that the said Henry Alexander being so
in possession of the said Mortgage Deed or Instrument of the
said Antonio De Souza, whereby he became Debtor to the said
Henry Alexander, as the Assignee of Your Orator, and by Virtue
of the Substituted Power of Attorney and Deed of Assignment,
the said Henry Alexander as well as the said James Johnson
and Peter Walker Your Orator's Attornies frequently and in
an Amicable Manner requested Payment of the Ballance
of the said Account Current

But now so it is, and May it please this
Honble Court, the said Antonio De Souza Base unduly and
wilfully refuse to give Your Orator, or the said Henry Alexander,
any manner of Satisfaction touching the Premises pretending
that Notwithstanding his Act and Deed of the Twenty Eighth
of February, in the Year One Thousand Seven Hundred and
Seventy Eight, Yet that the said Antonio De Souza was not
thereby bound to pay, either unto the said Dawsonne Drake
in his Lifetime, or since his Decease, unto Your Orator as the
Administrator aforementioned, or to Your Orator's Assignee,
all or any part of the Ballance of the Account Current therein
mentioned, But of this the said Antonio De Souza is well
Inclined

of the said Dawsonne Drake becomes Debtor to the said Henry Alexander, as far as Assets of the said Deceased, come into his Hands, to whose Attornies, being the said James Johnson and Peter Walker, the said Henry Alexander did apply for Payment of the demand he had on the Estate and Effects of the said Dawsonne Drake, which Your Orator Sheweth, that neither he, nor the said James Johnson and Peter Walker as his Attornies, were able to pay in Ready Cash, they the said James Johnson and Peter Walker as Attornies aforementioned, did propose to the said Henry Alexander, as a mode of payment, to Assign Sundry Demands that the said Dawsonne Drake had on several Persons, and which remained in their the said James Johnson and Peter Walker's Hands, as Assets belonging to the said Estate and of Right belonging to Your Orator, as the Administrator, for the Use of the Creditors of the said Dawsonne Drake, Which proposal the said Henry Alexander Accepted, in Order if possible to facilitate the payment of his demand on the aforementioned Estate and Effects, in pursuance thereof, Your Orator Sheweth, the said James Johnson and Peter Walker as Attornies to Your Orator the Administrator aforesaid, did by Deed of Assignment and power of Attorney, bearing date the fifteenth day of this instant August, Assign over all Your Orators Right as Administrator aforementioned, in and to the Ballance of the aforementioned Account Current of the said Antonio De Souza, as well as the Mortgage Deed or Instrument

Security for the Payment of Such Sum of Money as is incerted in the said Mortgage Deed or Instrument, of the Twenty Eighth day of February, One Thousand Seven hundred, and Seventy Eight, in part Satisfaction of the said Henry Alexander's demand on the said Estate and Effects of the said Dawsonne Drake, Your Orator further Sheweth, that the said Henry Alexander being so in possession of the said Mortgage Deed or Instrument of the said Antonio De Souza, whereby he becomes Debtor to the said Henry Alexander, as the Assignee of Your Orator, and by Virtue of the Substituted Power of Attorney and Deed of Assignment, the said Henry Alexander as well as the said James Johnson and Peter Walker Your Orator's Attornies frequently and in an Amicable Manner requested Payment of the Ballance of the Annexed Account Current

But now so it is and May it please this Honble Court, the said Antonio De Souza Obstinately and wilfully refuses to give Your Orator, or the said Henry Alexander, any manner of Satisfaction touching the Premises pretending that Notwithstanding his Act and Deed of the Twenty Eighth of February, in the Year One Thousand Seven hundred and Seventy Eight, Yet that he the said Antonio De Souza was not thereby bound, to pay, either unto the said Dawsonne Drake, in his life time, or since his Decease, unto Your Orator as the Administrator aforementioned, or to Your Orator's Assigns, all or any part of the Ballance of the Account Current hereunto Annexed, Out of his the said Antonio De Souza own Pocket,

because

because of the intention and Meaning of the parties Antonio
De Souza and Dawsonne Drake, at the time of their making
of the Agreement, and committing the Same to Writing, of
the said Twenty Eighth of February One thousand Seven
Hundred and Seventy Eight, it being then at that time,
as he the said Antonio De Souza Charges, and Pretends,
Understood, that neither the said Dawson Drake, nor his
Assigns, were to have any Resort or Retrospect to the person or
Effects of the said Antonio De Souza, but only to the Deposits
being the four Bonds of his aforementioned Highness the
Nabob, lodged with the said Dawsonne Drake, as a Mortgage
and to them and them only was the said Dawsonne Drake
and his Assigns to look for Payment, the said Antonio De
Souza pretending, that he was by the said Deed or Instrument
of the Twenty Eighth day of February One thousand Seven
hundred and Seventy Eight, Exonerated from all personality
or Responsibility to Your Orator as the Administrator afore-
named, for that, as the said Dawsonne Drake had Elected
and Chosen the mode and Manner of Payment, the Respon-
sibility was thereby Ultimately decided, and the said
Dawsonne Drake and his Assigns, All of Which Your Orator
Charges, is Wrong and unjust, Because, Your Orator Charges
that the said Antonio De Souza by his own Act and Deed,
Acknowledging himself to be Debtor in a certain Ballance
of an Account Stated and Settled by the said Deceased
Dawsonne Drake in his life time, and the said Antonio De

Souza, and that such Acknowledgment appears to be a Simple
fact, and that the Deposits of the four Bonds of his Highness the
Nabob, are fully expressed as Security in the Nature of a Mortgage
or Pledge, and were to be Redeemed by the said Antonio De Souza on
Payment of what might appear to be due on the Ballance Stated
in the Mortgage Deed of the Twenty Eighth day of February One
thousand Seven hundred and Seventy Eight, which Your Orator
Charges is expressly decided in the last Covenant, Clause or
Condition in the said Mortgage Deed, were the Right of Redem-
ption, appears in favor of the said Antonio De Souza, but in
No part of the said Mortgage Deed or Instrument, is it any way
Expressed or Set forth or any implication to be drawn therefrom,
that the said Dawsonne Drake or his Assigns were to Seek for
Payment out of the Proceeds of the said four Bonds of His Highness
the Nabob, Your Orator Charging it would be Absurd to Suppose
or immagine it could be so, more Especially where the said
Antonio De Souza, so decidedly Appears to be a Debtor on
Specialty to the said Dawsonne Drake in his life time, Your
Orator further Charging, that had any Agreement been made
for the Special purpose of being paid out of the Proceeds of the
said Bonds, the same most undoubtedly would have been and
ought to be a part of the Mortgage Deed or Instrument of the
Twenty Eighth day of February One thousand Seven Hundred
and Seventy Eight, but on the Contrary, Your Orator Charges,
the said Antonio De Souza through the whole Mortgage
Deed, is bound in his person and Effects, to pay the said
Dawsonne

Dawsonne Drake and his Assigns, and that the power given by the said Mortgage Deed to receive the Dividends that might be and were made on the part of his Highness the Nabob, and to apply the Same towards the payment of the Said demand of the said Dawsonne Drake, Your Orator Charges, does not in the least point out that the said Dawsonne Drake and his Assigns were to look for payment from these Bonds only, for Supposing these Bonds were never to be paid, Was the said Dawsonne Drake never to look up to the said Antonio De Souza for payment no such Covenant, Clause, or Condition, is inserted, as Your Orator Charges, of Course, no Pretended Agreement which is not committed to Writing Can be Set up in Opposition or pleaded in Part to a Covenant under Hand and Seal, there being no Equality of the Matters in Question, of Course the Mortgage Deed cannot be Released, but by a performance of the Covenants therein inserted, or by a Deed of Equal Validity. Your Orator Charges, that the said Antonio De Souza, sometimes pretends and gives out, that as no time is expressed in the Mortgage Deed or Instrument of the Twenty Eighth day of February One thousand Seven Hundred and Seventy Eight, for the payment of the Sum, that is thereby meant to be Secured, that it is optional in him, the said Antonio De Souza, as to the time of payment, herein this instance, Your Orator Charges, the said Antonio De Souza is wrong, for it is a Maxim in Law and Equity, as Your Orator is advised, that when no time is fixed for the Payment of a Sum of Money, or the doing of an Act the Sum

becomes immediately due and payable on the Signing and Sealing of the Obligation, as well as the Act to be done, which ought to be done presently, but it is to be Observed, Your Orator Charges, that as it appears, that the Sum for which the Mortgage Deed was Made and Executed arose upon some Bond or Obligation of the said Antonio De Souza, payable at some certain Period, and which had Expired, and that for so much due, and the Said Antonio de Souza Not able to pay the same, a Security was Asked for by the Deceased Dawsonne Drake in his life time, and Agreed to by the said Antonio de Souza, and this Simply and unconditionally as to the pritended discharge of the Responsibility of the said Antonio de Souza, who was and is to all intents and purposes Debtor to Your Orator as Administrator aforesaid, and to his Assigns, notwithstanding any thing that the said Antonio de Souza can Say to the Contrary 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 Antonio de Souza May upon his Corporal Oath true and Perfect Answer make to all and Singular the matters and things herein before Set forth and Alledged as fully, truly, and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated to, And that he the said Antonio de Souza may be Decreed to pay unto Your Orator, for the Use of the said Henry Alexander as the Law directs According to the

Form

Form of the Statute in that Case made and Provided, the aforesaid Sum of Eight thousand Nine hundred and thirty two Pagodas Twenty One fanams and Seventy Cash, with all such Interest, as now is, or shall hereafter become due thereon, also all Costs of this Suit —

May it Please this Honble Court to Cause the said Antonio de Souza 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 thereto 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
Attorney for the Complainant

30th Augt 1783

This Bill was Shewn to me between the Days of Adjournment let a Summons issue thereon Returnable Next Court Day

Wm Webb
Mayor

Dr. Mr. Antonio De Souza Account Mr. the Estate of Dawson Drake Deceased Cr.

1778 Feby 28th	To Amount of Your Mortgage Bond at 12 ℘ Cent ℘ Annum	9766	16	10	1778 May 27th	By Cash Received from the Estate Trustees Dividend of 3 ℘ Cent on Pagodas 57200	1716	"	"		
						Deduct 12 ℘ Ct. Trustees Commission	8	24	30	1707	17 50
1780 Aug 15th	To Interest on 9766 16 10 for 3 y. 5 m. 17 d.	6403	18		1779 Jany 2	By Do. Do. a Dev. of 1 ℘ Cent in Do.	572	"	"		
	12 ℘ Cent ℘ Annum					Deduct 12 ℘ Ct. Trustees Commission	2	36	"	569	6 "
					Dec. 11th	By Do. Do.				569	6 "
					1780 March 30th	By Do. Do.				569	6 "
					May 10th	By Do. Do.				569	6 "
					June 27th	By Do. Do.				569	6 "
					Oct. 18th	By Do. Do. a Dev. of 12 ℘ Ct. 57200	286	"	"		
						Deduct 12 ℘ Ct. Trustees Commission	1	21	"	284	24 "
					1783 Aug 15th	By Interest on the following Sum at 12 ℘ Ct. ℘ Annum					
						on Pag. 1707 17 50 for 5 y. 2 m. 18 d.	1068	33	62		
						569 6 " 4 " 7 " 13 "	315	18	4		
						569 6 " 3 " 8 " 4 "	257	6	50		
						569 6 " 3 " 4 " 15 "	230	18	5		
						569 6 " 3 " 3 " 5 "	222	33	7		
						569 6 " 3 " 1 " 18 "	214	5	"		
						284 21 " 2 " 9 " 27 "	96	16	2	2399	22 50
										7237	12 20
										8932	21 70
						By Balance due				16169	34 10

Pagodas

10 Shillings	Chas. Bromley Atty for the Complt	16169	34 10
		Fort St. George 15th Augusta	

Pagodas

1783 E. E. Reynold	James Stevenson	Attorneys of Natl. Bank	Bar law
	Peter Walker	Adm^t of the Estate of D. Drake	

Know all Men by these Presents that Whereas
Antonio de Souza of Fort St George Merchant is this Day Justly and
Truly Indebted unto Dawsonne Drake of Fort St George aforesaid Esqr
in the Sum of Nine Thousand Seven hundred and Sixty Six Pagodas
Sixteen fanams and Ten Cash Upon the Ballance of Accounts
Arising upon a Bond or Obligation from the said Antonio de
Souza to the said Dawsonne Drake for the Principal Sum of Nine
Thousand five hundred and Sixty Seven Pagodas and Forty One
fanams bearing Date the Sixth day of August which was in the
Year of Our Lord One Thousand Seven hundred and Seventy Six
And for Securing the Payment of the said Sum of Nine Thousand
Seven hundred and Sixty Six Pagodas Sixteen fanams and Ten
Cash with Interest for the same after the Rate of Twelve ℔ Cent ℔
Annum He the said Antonio de Souza hath Deposited with the
said Dawsonne Drake four Bonds from His Highness Wau Lau
Jau &ca Nabob of the Carnatic bearing Date the Twenty Sixth Day
of November One Thousand Seven hundred and Seventy Seven
being of the Consolidated Bonds of the said Year One Thousand Seven
hundred and Seventy Seven to the amount of Fifty Seven Thousand
and Two Hundred Pagodas as follows, that is to Say, One Bond
Number Seven, for Ten Thousand Pagodas, Another Bond Number
Eight for Ten Thousand Pagodas, Another Bond Number Nine for
Eight Thousand and Nine hundred Pagodas And Another Bond
Number One Hundred and Eighty four for Twenty Eight Thousand
and three Hundred Pagodas which he the said Antonio de Souza
has so done in Order that the said Dawsonne Drake may receive
the Dividends thereof or watever Sum or Sums of Money may be
Paid on Account thereof for or towards the Discharge of the said

Antonio de Souza's said Debt to the said Dawsonne Drake, and when
the said Debt to the said Dawsonne Drake shall be fully paid that
then the said Dawsonne Drake is to Surrender up the said Bonds
of the said Nabob to the said Antonio de Souza Now Know
Ye that the said Antonio de Souza for and in Consideration of the
said Sum of Nine Thousand Seven hundred and Sixty Six Pagd
Sixteen fanams and Ten Cash Sodue and Owing by him unto the
said Dawsonne Drake as aforesaid He the said Antonio de Souza
Hath Assigned Transferred and Setover and by these Presents
Doth Assign Transfer and Setover unto the said Dawsonne Drake
his Executors Administrators and Assigns all the said Bonds from
the said Nabob and the Money thereupon Respectively due and
owing and which shall or may become due thereon And all
his the said Antonio de Souza's Right Title and Interest of in
and to the same and every part thereof To hold the same and
every Part thereof unto the said Dawsonne Drake his Executors
Administrators and Assigns for ever Under the Proviso herein
after mentioned, And also that he the said Dawsonne Drake
his Executors Administrators or Assigns shall pay and Apply
the Money which he or they may receive by Virtue or on Account
of all or any of the said Bonds or Obligations of the said Nabob
in or towards the Discharge of the said Sum of Nine Thousand
Seven hundred and Sixty Six Pagodas Sixteen fanams and
Ten Cash and the Interest which may grow due thereon together
With any Costs Charges or Expences which may Attend the
Recovery or Receipt of the same And the said Antonio de Souza
for the purpose aforesaid Hath made Constituted and Appointed
And by these Presents Doth Make constitute, and Appoint
the

said

aforesaid Dawsonne Drake his Executors Administrators and Assigns
his or their Just and Lawful Attorney and Attornies Irrevocable
in his or their Name and Stead but to the only Proper Use and
of his Executors or Administrators But to the only Proper Use and
behoof of the said Dawsonne Drake his Executors and Administrators
to Ask Demand Sue for Recover and Receive the aforesaid Principal
and Interest of the said Several and Respective Bonds from the said
Nabob together with what shall or may become due thereon Respectively
by and upon every or any part thereof and Upon Receipt of the same
or any part thereof Acquittances or other Discharges to make and give
And Generally for the said Antonio de Souza and in his Name and
in the Name or Names of his Executors or Administrators to make
and Perform all and every such further and other Acts
Matters and things touching or concerning the Premises as he himself
the said Dawsonne Drake his Executors or Administrators shall
from Time to Time Lawfully Do or Cause to be Done for the
de Souza might do if he was Personally Present He the said Antonio
de Souza thereby Covenanting that he his Executors and Administrators
the said Dawsonne Drake his Executors or Administrators shall
do or Cause to be done in or about the Premises by Virtue of these
Presents And further that the said Antonio de Souza his Executors
and Administrators shall and will at all Times hereafter at
the Request of the said Dawsonne Drake his Executors Administrators
Sue or Sues make or Execute and Perform all such further and
other Acts Things as shall be Reasonably Required for the better

Whereas
Lastly and
aforesaid Esq.
Sicca Pagodas
Covenants
Antonio de
Sums of Nine
and Forty One
Sicca Rupees
twenty Sicca
Thousand
Rupees and Four
Bond
Bonds
Bond for
Bond
Souza
Executors or
Administrators
Executors or
Administrators
Executors or
Administrators

the said Dawsonne Drake his Executors Administrators and Assigns his true certain and Lawful Attorney and Attornies Irrevocable And doth give and Grant unto him and them full Power and Authority in his Name and in the Name or Names of his Executors or Administrators But to the only Proper Use and behoof of the said Dawsonne Drake his Executors and Administrators to Ask Demand Sue for Recover and Receive the amount Principal and Interest of the said Several and Respective Bonds from the said Nabob together with the what shall or may become due thereon Respectively and upon every or any part thereof and upon Receipt of the same or any Part thereof Requisitances or other Discharges to make and give And Generally for the said Antonio de Souza and in his Name and in the Name or Names of his Executors or Administrators to make do Perform and Execute all and every such further and other Acts Matters and things touching or concerning the Premises as to him the said Dawsonne Drake his Executors or Administrators shall seem requisite and that as fully and Effectually as the said Antonio de Souza might do if he was Personally Present He the said Antonio de Souza hereby Covenanting that he his Executors and Administrators shall and will Ratify and Confirm all and whatsoever the said Dawsonne Drake his Executors or Administrators shall lawfully do or Cause to be done or about the Premises by Virtue of these Presents And further that the said Antonio de Souza his Executors and Administrators shall and will at all Times hereafter at the Request of the said Dawsonne Drake his Executors Administrators or Assigns make do Execute and Perform all such further and other Acts and Things as shall be reasonably Required for the better and

more Effectually vesting the said Bonds in the said Dawsonne Drake his Executors Administrators and Assigns And the said Nabob his Executors and Administrators shall and will from time to time and at all times hereafter well and truly Pay or Cause to be paid unto the said Dawsonne Drake his Executors Administrators or Assigns the said Sum of Nine Thousand Seven Hundred and Sixty Six Pagodas Sixteen Fanams and Ten Cashews with the Interest as aforesaid that shall or may become due thereon from time to time and at all times hereafter as the same shall become due and payable according to the true Intent and Meaning of these Presents Provided always that if the said Antonio de Souza his Executors or Administrators shall well and truly Pay or Cause to be paid unto the said Dawsonne Drake his Executors Administrators or Assigns the said full Sum of Nine Thousand Seven Hundred and Sixty Six Pagodas Sixteen Fanams and Ten Cashews with the Interest as aforesaid that shall or may become due thereon from time to time and at all times hereafter as the same shall become payable according to the true Intent and Meaning of these Presents then and from thenceforth the same and every part thereof shall cease determine and be void to all Intents and Purposes any thing herein contained to the contrary thereof in any wise notwithstanding And the said Bonds or such of them as may not have been Discharged shall be Returned to the said Antonio de Souza his Executors or Administrators In Witness whereof the said Antonio de Souza hath hereunto set his Hand and Seal at Fort St. George aforesaid this Twenty Eighth Day of February in the Year of our Lord One Thousand Seven Hundred and Seventy Eight

(Signed) Antonio de Souza (L.S.)

Signed Sealed and Delivered in the Presence of ..... (Signed) John Sykes, Antonio Ferrao

A true Copy
Sworn before
Thos. Parker
Mayor

Know all Men by these Presents that Whereas Henry Alexander of Fort St. George Esquire late a Major in the Service of his Highness the Nabob of the Carnatick being a Bond or Specialty Creditor of the late Dawsonne Drake Esquire to a very considerable Amount And Whereas Antonio de Souza of the said Place Merchant by his acertain Writing bearing date the Twenty Eighth day of February in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight under his Hand and Seal whereby the said Antonio De Souza did on that day Acknowledge himself to be justly and Truly indebted unto the said Dawsonne Drake in the Sum of Nine Thousand Seven hundred and Sixty Six Pagodas, Sixteen fanams and Ten Cash as the Ballance of Accounts Arising upon a Bond or Obligation from the said Antonio de Souza to the said Dawsonne Drake for the Principal Sum of Nine Thousand five Hundred and Sixty Seven Pagodas and forty One fanams bearing date the Sixth day of August One thousand Seven hundred and Seventy Six for the Securing the Payment thereof with Interest for the Same after the Rate of Twelve ℘ Cent ℘ Annum He the said Antonio De Souza did deposit with the said Dawsonne Drake four Bonds of his Highness the Nabob being of the Consolidated Bonds of the Year One Thousand Seven hundred and Seventy Seven to the Amount of fifty Seven Thousand and Two hundred Pagodas for the purpose of the said Dawsonne Drake's Receiving Such Dividend and Dividends as should from time to time be made on Account thereof, to Enable the said Dawsonne Drake to Recover and Receive the same the said Antonio De Souza did by the aforementioned Deed, or Instrument under date the Twenty Eight

Eighth day of February One Thousand Seven hundred and Seventy Eight Assign Transfer and Make over the same by way of Mortgage and did further by the said Deed or Instrument Nominate and Appoint the said Dawsonne Drake his Executors Administrators and Assigns as his Attorney and Attornies in and about the Premises And Whereas the said Henry Alexander is willing to Accept of an Assignment of the said Ballance in part payment of his demand on the Estate and Effects of the said Dawsonne Drake Under acertain Indemnification of and from the Administrators to the said Estate from any Costs Charges and Expences that he the said Henry Alexander shall or may be put to from time to time in the prosecution of this said demand against the said Antonio de Souza Therefore Know Ye that We James Johnson and Peter Walker of Fort Saint George Gentlemen as Attornies to Nathaniel Barlow of Vizagapatam Esqr. Administrator to the Estate and Effects of the said Dawsonne Drake for and in Consideration of Such aforementioned demand of the said Henry Alexander and in further Consideration of the Sum to be Recovered being carried to the Credit of the said Estate and Effects We the said James Johnson and Peter Walker as Attornies aforementioned Do fully freely Clearly Absolutely Assign Transfer and Set over unto the said Henry Alexander his Executors Administrators and Assigns, the said herein above recited Ballance of the Account Current with the agreement and the Assignment of the Colateral Securitys therein mentioned being four Bonds of his Highness the Nabob and all and every Sum and Sums of Money thereon now due and Owing or to become due owing by Virtue thereof and all the Right, Title Interest Property Claim

Claim and Demand whatsoever or howsoever of him the said Na
Barlow as Administrator aforementioned of in or to the said h
Assigned Ballance of Account and the Colateral Securities
the Monies thereby Secured together with all Benefit and Ad
Whatsoever to be had or made thereof To Have Hold Receiv
and Enjoy the said Agreement Assignment and Securities a
and Singular the last hereby Assigned Premises, unto, and t
for the Only Use and Benefit of the said Henry Alexander his
Administrators and Assigns from henceforth for ever And for the
and More effectual enabling him the said Henry Alexand
Executors Administrators and Assigns to Recover and Receive
Said hereby Assigned Money and Premises and to and for t
Use and benefit We the said James Johnson and Peter Walk
Attornies to the said Nathaniel Barlow the Administrato
Named Have Substituted, made, or dained constituted and
Appointed and by these Presents Do Substitute Make Ordai
Constitute and Appoint the said Henry Alexander his Exec
and Administrators his the said Nathaniel Barlow's true
Lawful Attorney irrevocable for him and in his Name and
the Name and Names of his Executors and Administrato
but for the Sole and proper Use and Benefit of the said Henry A
der his Executors Administrators and Assigns, to Ask, Require
Demand and Receive of the said Antonio De Souza his Heirs
Executors and Administrators, the Monies Due and to grow
on the said Bond, and on Non payment thereof the said An
De Souza his Heirs Executors and Administrators to Sue for Re
and Receive the Same and on payment thereof, to deliver up a

Cancel the said Writings and give Sufficient Releases and Discharges thereof
and One or More Attorney or Attornies under him and them to Constitute and
Appoint and whatsoever the said Henry Alexander shall lawfully doen the
Premises the said James Johnson and Peter Walker as Attorneys to the said
Nathaniel Barlow do hereby Allow and Confirm And the said James
Johnson and Peter Walker for themselves and the said Nathaniel Barlow
as Administrator aforementioned do Covenant and Promise with the
Said Henry Alexander his Heirs Executors Administrators and Assigns
that they the said James Johnson and Peter Walker nor the said Nathaniel
Barlow as Administrator aforementioned have not nor will not Receive the
Said Monies due or to grow due on the said Bond, or any part thereof neither
shall or will Release or discharge the same or any part thereof, nor shall or will
Disallow, discontinue, Release or discharge any Action Suit Bill Plaint
Judgment, or Execution thereupon, or for the Same or any part thereof to be
had brought prosecuted or Obtained, nor Countermand or Revoke any
Power or Authority hereby given to the said Henry Alexander his Heirs
Executors Administrators and Assigns, without the Special Licence
and Consent of the said Henry Alexander his Executors Administra-
tors or Assigns, therein, or thereunto, first had and Obtained in Writing,
but will own and allow of all law full Proceedings for Recovery thereof
He the said Nathaniel Barlow Saving the said Henry Alexander
aforementioned harmless of and from any Costs that may happen to
him thereby for or by reason of any Suit to be commenced against the said
Antonio de Souza his Executors Administrators and Assigns upon
the said Assigned agreement of the Twenty Eighth day of February One
thousand Seven Hundred and Seventy Eight or any matter or thing
Relating thereunto, In Witness whereof We have as Attornies to the

said Nathaniel Barlow Administrator aforementioned Set our
Hands and Seals this 15th Day of August in the Year of Our Lord 1783

Signed Sealed and Delivered (Signed) James Johnson (L.S)
(Where no Stamp'd Paper is to be had) Peter Walker (L.S)
in the presence of Attorneys to Nathaniel
Barlow Esqr the Administrator
(Signed) Domingos Johnson
L.S. Burton

Attested to be a true Copy
Chas. P. Bromley
Attorney for the Compl.ts

Filed 11th Nov.r 1783

The Plea and Answer of Antonio de Souza of Madras Merchant to the Bill of Complaint of Nathaniel Barlow of Vizagapatam Esquire Administrator with the Will Annexed of the Estate and Effects of Dawsonne Drake late of Fort Saint George Esquire Deceased by his Substituted Attorney Henry Alexander of the same Place Esquire

This Defendant by Protestation not Confessing or Acknowledging all or any of the Matters or Things in the Complainants said Bill of Complaint Contained to be true in such Manner and form as the same are therein set forth & alledged Thereto and for Plea saith that the Sum and Cause of the Complainants Bill is to recover a Certain Sum of Money Charged by the Complainant to be due unto him as Administrator as aforesaid by the Defendant and which Claim is pretended to have been

assigned by James Johnson and Peter Walker as Attornies to the said Nathaniel Barlow unto the said Henry Alexander and by the said Henry Alexander now demanded of this Defendant by the said Henry Alexander calling himself the Substituted Attorney of the said Nathaniel Barlow whereas this Defendant saith that the said Assignment in question appears to have been made by the said James Johnson and Peter Walker unto the said Henry Alexander and this Defendant says that the said James Johnson and Peter Walker had not any Power or Authority whatever from the said Nathaniel Barlow to the said James Johnson and Peter Walker nor any Assignment from the said Nathaniel Barlow to the said Henry Alexander wherefore the said Henry Alexander hath not any right by force and Virtue of the Authorities set forth in the said Bill of Complaint to call this Defendant to Account in such Manner as he hath done and therefore this Defendant demurs that the said Bill and the Matters therein contained cannot be liable to any Judgment of this Honble Court whereas this Defendant is by the said Bill of Complaint now stands and therefore this Defendant doth plead the same in Bar of further Answer to the said Bill and this Defendant prays that the said Suit and all the proceedings thereupon may be dismissed with Costs and that Judgment be given for this Defendant for further Plea this Defendant saith that by an Act passed in the Thirteenth Year of the Reign of his present Majesty George the Third entitled an Act for establishing certain Regulations for the better Management of the affairs of the East India Company as well in India as in Europe and for other things thereby enacted that no Person shall take or accept by any means or Colour whatever any greater Interest than at and after the Rate of Twelve per Cent per Annum on any Loans of Money under any Colour or pretence what-

ever whereas this Defendant Saith that According to the Sums of Money
Originally advanced as this Defendant hath been informed and thirly
believes by the said Dawsonne Drake and the Sums of Money Received
by him from this Defendant and otherwise According to the Account
thereof towards payment of the Principal and Interest of the said Loan
the said Dawsonne Drake hath Received the full Principal Sum of
Money by him Advanced and all the legal Interest due thereon and
also a Surplus of four hundred and Ninety Seven Pounds thirty three
pence and Thirteen Cash as by the Account Current thereof N.1.
hereunto Annexed and prayed by this Defendant to be taken as part
of this his Plea doth appear this Defendant therefore doth Plead such
Payments so made as aforesaid in Bar to the Complainants Claim
and doth pray the Judgment of this Honble Court thereon, and that
this Defendant be not Obliged to put in any further or other Plea
thereto but that this Defendant be discharged by this Honble Court
With all his Costs and Charges in that behalf Most wrongfully
Sustained and this Defendant for no wise waiving his said Plea
but wholly relying and insisting thereon for Answer to the residue
of the said Bill or unto so Much thereof as this Defendant is Advised
to be Material for him to make Answer unto his Answer thereto and
saith that the Account Current whereof Copy is Annexed to the Compts
said Bill of Complaint may Contain a Regular and just state of the
Transactions therein before subsisting between this Defendant and the
said Dawsonne Drake for Account of a Certain Mortgage Bond
Charged in the said Bill of Complaint and Acknowledged by
this Defendant to have been therein before Executed by him for the Sum
and at the time and with the Interest therein and in the said Bill

said

said Bill of Complaint and in the said Account thereunto Annexed
and this Defendant Admits that he did Deposit with the said Dawsonne
Drake the four several Bonds of his said Highness the Nabob whereof
mention is made for that purpose made in the said Bill of Complaint and
that the said Deposit was so made in Order that the said Dawsonne
Drake might Receive the several Dividends thereof or whatever Sum or
Sums of Money might be paid on Account thereof for or towards the
discharge of this Defendants said Mortgage Bond unto the said
Dawsonne Drake and that when the said Debt to the said Dawsonne
Drake should have been fully paid and satisfied then the said
Dawsonne Drake was to Surrender up the said Bonds of his said
Highness the Nabob unto this Defendant and this Defendant
Admits that the said Mortgage Deed or Instrument Contains
Admits that the said Mortgage Deed or Instrument Contains
all and every the Covenants which are therein mentioned
the Copy as Annexed to the said Bill of Complaint is a true Copy of
the Original Deed or Instrument Executed by this Defendant and
this Defendant Saith it may be true that the said Henry Alexander as
Creditor of the said Dawsonne Drake to a Considerable Amount and that
the said Lauritz Johnsson and Peter Walther may have taken against the said
ever be have Assigned over unto the said Henry Alexander all the said
Nathaniel Barbows Right as Administrator as aforesaid and to
the Ballance of the aforementioned Account Current as well as the
said Mortgage Deed or Instrument and the Deposits therein mentioned
and meant and intended as a Pledge or Security for payment of such
Sums of Money as is mentioned in the said Mortgage Deed or Instrument
of the Twenty Eighth day of February which was in the said Year of Our
Lord One Thousand Seven hundred and Seventy Eight and this
that

that the said Assignment so Made by the said James Johnston and Peter Walker to the said Henry Alexander may have been given in part Satisfaction of the said Henry Alexanders Demand on the said Estate and Effects of the said Dawsonne Drake but this Defendant saith that Not withstanding all and every the matters and things in the said Bill of Complaint Contained the Complainant ought not to call this Defendant before this Honble Court to Recover the Balance appearing to be due on the face of the said Account for this Defendant saith that at the time of his making the said Agreement and Executing the said Mortgage dated the said Twenty Eighth day of February which was in the Year of Our Lord One Thousand Seven hundred and Seventy Eight and delivering over the said Bonds of his Highness Mau Laut Pau it was fully and Clearly Understood by the said Dawsonne Drake as well as this Defendant that the said Dawsonne Drake or his Executors Administrators or Assignes was or were not to have any Recourse or Remedy whatsoever Against this Defendant his person or Effects but that the Deposit of the said Bonds of His Highness Mau Laut Pau to the Extent or Sum of Fifty Seven Thousand Two hundred and Ten Pagodas was only to be to discharge the said Bonds of Nine Thousand Seven hundred and Sixty Five Star Pagodas Fifteen Fanams and Ten Cash which was in Order to give the said Dawsonne Drake an ample Opportunity of Receiving the said Balance with as much as possible from the said Bonds or their Interest and Dividends to be made thereon from which Interest and Dividends at the time the said Assignment was so Made the said Dawsonne Drake as well as this Defendant had every Reason to believe the said Balance would be soon discharged and therefore the said Dawsonne Drake was perfectly satisfied therewith As will further Appear by a paper writing of the said Drake's said

Mortgage Bond which for the Reasons above Stated & Entered into without any Consideration of any Particular time within which the same was to be discharged by this Defendant and did Order to Shew to the Satisfaction of this Honble Court the Particular Hardships to which this Defendant would be Subject if any Recourse or Remedy was to be Adjudged against this Defendants Person and Effects other than the Effects of this Defendant so Comprised in the said Bonds of the said Highness Mau Laut Pau Deposited by this Defendant as before Stated with the said Dawsonne Drake this Defendant Humbly Submitted to the Consideration of this Honble Court the following Circumstances to the Consideration of this Honble Court the following Circumstances

James This Defendant saith that on or About Fifteenth day of October Which was in the Year of Our Lord One Thousand Seven hundred and Seventy four the said Dawsonne Drake Sent and Advanced unto this Defendant for the Sum of Twenty five Thousand Star Pagodas payable in Sial Manthes with Interest in the Meantime after the Rate of Twelve per Cent per Annum This Defendant saith that the said Dawsonne Drake sent the said Bond to this Defendant to be executed the same having been first executed by the said Henry Alexander This Defendant afterwards Received Several Sums of Money from the said Hirondeo Cawn Which he Regularly paid to the said Dawsonne Drake in part payment of the said Bond and the said Account being closed on the ultimately first day of October which was in the Year of Our Lord One Thousand Seven hundred and Seventy Six there Appeared a Balance due unto the said Dawsonne Drake of Nine Thousand Seven hundred and Sixty Seven Pagodas and Fifty Cash as by the Account Current thereof Copy of which is Now Ready to be produced to this Appear during all which time the said

Said

Said Dawsonne Drake received an Interest at and after the Rate of twenty
four per Cent per Annum as appears by the said Account and this
Defendant Saith that for the said Balance this Defendant did execute
his Interest Bond and lodged a Bond of his said Highness Wau-
Law Jaubeing No. 2. for payment of Ten thousand Pagodas by way of
Collateral Security this Defendant Saith that sometime before
the above Settlement took place the said Henry Alexander wanted
to go to England and requested of this Defendant to take upon
himself the whole Obligation and release him the said Henry
Alexander from his Joint Guarrantee to the said Dawsonne
Drake as the only means left to inable the said Henry Alexander
to go to England to which this Defendant Agreed at the pressing
instance of the said Henry Alexander, and for his Sole Accomme-
dation whereupon the said Henry Alexander Settled with the
Said Dawsonne Drake to Agree also thereto and the Joint Bond of
this Defendant and the said Henry Alexander of the said Sixteenth
day of October which was in the Year of Our Lord One thousand
Seven hundred and Seventy four was Cancelled and this
Defendant gave his own Single Bond unto the said Dawson-
ne Drake bearing Date on the fourth day of August in the
Said Year of Our Lord One thousand Seven hundred and
Seventy Six instead of the said thirty first day of October in the
Same Year as it ought to have been in Conformity to the Date of the
Account by which Means the said Dawsonne Drake hath had an
Advantage of Two Months and Twenty five days Interest for the
Accommodation as this Defendant Verily believes and by way of the
Purchase

Purchase of the Release of the said Henry Alexander from his said Joint
Obligation with this Defendant in favor of the said Dawsonne Drake
This Defendant further saith that between the Said Sixth day of August
Which was in the Year of Our Lord One thousand Seven hundred and
Seventy Six and the Twenty Eighth day of February which was in the
Year of Our Lord One thousand Seven hundred and Seventy eight
this Defendant paid unto the said Dawsonne Drake Several Sums of
Money in part payment of the said Bond as appears by the Account
No. 3. Copy whereof is hereunto Annexed for the Inspection of this
Honble Court and prayed by this Defendant to be taken as part of this
his Answer. this Defendant saith that in the Month of November
Which was in the Year of Our Lord One thousand Seven hundred and
Seventy Seven His said Highness the Nabob not being able to Settle
with his Several Creditors proposed to consolidate all his Debts into
One Fund and as the said Bond of his said Highness the Nabob for pay-
ment of Ten thousand Pagodas so deposited by this Defendant with
the said Dawsonne Drake was not then discharged this Defendant
Proposed to the said Dawsonne Drake to have the same Consolida-
ted and that the said Dawsonne Drake should receive the said
Bond so consolidated in lieu of this Defendants said Bond which
the said Dawsonne Drake refused and Soon after demanded
Payment of this Defendants said Bond of the said Sixth day of
August thro' the Means of John Lykes then One of the Attorneys of
this Honble Court but this Defendant refused to pay the same
Alledging that the Balance in Question Originated from a Debt
due by Kiroodeen Cawn for payment whereof this Defendant had
jointly with the Said Henry Alexander been in the first Instance
Answerable

Answerable that this Defendant Never Received any Consideration
Whatever and that as His said Highness Maw Law Law had promised
to pay the said Debt of Rivoadeen Law this Defendant would apply to His
Highness for the Money and then pay it to the said Dawsonne Drake This
Defendant saith that he always Claimed at that time the above particulars
of the Transaction as are above set forth when upon the said Dawsonne
Drake Consented to take this Defendants further Security bearing Date
as above set forth on the said Twenty Eighth Day of February which was
in the said Year of Our Lord One Thousand Seven hundred and Seventy
Eight for the Balance then due being the said Sums of Nine Thousand
Seven hundred and Sixty Six Pagodas Sixteen Fanams and Ten Cash
Which Security consisted in the said Assignment of the said four
Bonds of His said Highness Maw Law Law Amounting in the whole
to the said Sums of Star Pagodas fifty Seven Thousand and Five hundred
Trustees or Assigns was and were to pay himself and themselves from
the Interest and Dividends of the said Bonds and not to have any View
or Power whatever on the Person or the other Effects of this Defendant and in
Order to Shew to this Honble Court that such was the true Intent and
Meaning of this Defendant and the said Dawsonne Drake this
Defendant saith that the said Last Transaction or Settlement of the said
Balance is entered in this Defendants Books of Account in manner as
Appears by the Copy thereof from the said Books which Copy is hereunto
Annexed No. B for the Inspection of this Honble Court and prayed by this
Defendant to be taken as part of this his Answer And this Defendant saith
that the flourishing prosperity of the said New Consolidated Fund of His
said Highness Maw Law Law &c. Nabob of the Carnatic was such at the time of the
Date of the said Assignment as to make a Deposit of more than five times
the Value of the said Balance then due to the said Dawsonne Drake very
Sufficient and Satisfactory Settlement unto the said Dawsonne Drake
especially under all the Circumstances Circumstances of this Defendants previous
Conduct in the said Transaction and the manner Interest and Margin for
Sums of the Principal Sums Loaned by the said Dawsonne Drake which

Marked No. 7 Appear to be more than the full Payment of the Original Debt with
the highest Interest which the Laws allow and Law and Additional Proof why this
Defendant to Repay and all this Effects save and Except the said Consolidated
Bonds as Deposited as aforesaid and the Proceeds thereof ought to be free and
Clear from any Responsibility by Reason of any Claim of the said Dawsonne
Drake under this Ground as aforesaid this Defendant humbly Submits to
the Consideration of this Honble Court that the Very last Transaction which is
Appears to Lead to the Balance now charged to be due by this Defendant was
the Depositing as Collateral Security Bonds to the Amount of Fifty Seven
Thousand and Two hundred Pagodas instead of the said previous Bond to
the Amount of Twelve Thousand Pagodas only which Substitution would
Not have been made by this Defendant without some Interested Motive in favor
of this Defendant for having mortgaged a Property so much exceeding the
Balance then Appearing to have been due this Defendant therefore
humbly Submits that as he hath not originally had any Interest
Benefit or Emolument whatever in the said Transaction and as the said
Original Loan with the Legal Interest thereon shall be discharged as this
Defendant shall be informed and believes and that the said
State Paper No. 7 hereunto Annexed and by this Defendant and the said
Henry Alexander were the Original Guarantees for Payment of the said
Original Loan so made by the said Dawsonne Drake to the said Rivo-
deen Law and the said Henry Alexander Released from his said Recent
Guarantee at his own pressing Instance and Request to this Defendant
who consented thereto from pure Motives of Friendship and Recommen-
dation to the said Henry Alexander for that the said Henry Alexander by the
Trust to the said Henry Alexander was transferred
Received from the said Rivoadeen Law as this Defendant shall be ready to prove
and Humbly believes and Accompanied in Affidavit Instance for having his Guarantee
Made this Defendant as aforesaid to the Dawsonne Drake and this Defendant
hath only Acted therein from Motives of Friendship to the said Rivoadeen
Law and as this Defendant Deposited the said Sum of Fifty Seven Thousand
and Two hundred Pagodas in Bonds of the said Regency Maw Law Law
instead of the former Deposit of Twelve Thousand Pagodas in Bonds of the said Regency
Bonds in order to be Relieved from all Personal or other Responsibility for
Account Shares Shares for the Interest Dividends or other Produce of the
said Bonds to the said Amount of Fifty Seven Thousand and Two hundred
Pagodas might Join Discharge Thereof that the said Dawsonne Drake

or his Legal Representatives and shall Use the said Henry Alexander have not Nor shall any or either of them any Recourse or Claim whatever in this Defendant Person or any part of his Effects save and except the said four New Guinea Bonds and the Monies due and to grow due thereon and the Interest and Dividends and such other Payments as may be made for Account thereof

All which Matters and things this Defendant Humbly Submits to the Consideration of this Honble Court and Humbly prays to be hence dismissed With his reasonable Costs and Charges in this behalf Sustained Most humbly Submitted

Antonio d'Alzouza

S. Lysham
Attr for the Defendant

Sworn to in Court
the 16th Nov. 1780
James Taylor
Regr

No 1.

Dr The Estate of Damiaõ Dorta Deceased in Act
Contra with Antº d'Alzouza for Money Borrowed by Ferdinand
from the Deceased

1775									1776				
Nov.	25	To Cash paid Weekly by the Means				3000	"	"	Oct.	16	By Cash Received		
		of Mr d'Alzouza				2000	"	"			as I have been		
May	5	To Dº	Dº			2000	"	"			Credit'd in former		
	12	To Dº	Dº			2000	"	"			and do Substituted		
June	9	To Dº	Dº			1000	"	"			for Ferd. Dorta Cann		
July	16	To Dº	Dº	1000	"	"					Bond of 25000 Pags		
	23	To Dº in Red. Pags	Dº	1000	"						which was Origi-		
		To Dº in Red. Pags	Dº	896	36	1896	36	"			nally Guaranteed		
		Deduct Ballance 1/2 p Cent	100	6							by Henry Alexander		
											Dr. Antº d'Alzouza	25000	" "
Augt	16	To Cash paid Weekly by the Means				3000	"	"	1780				
		of Mr d'Alzouza				6000	"	"	Oct.	12	By Interest on		
1776	26	To Dº	Dº			1000	"	"			Bills from 16 Oct		
July	6	To Dº	Dº			1896	36	"			27 Nov to 12 May		
Nov	2	To Cash paid this day to Mayor Rha									Exchange 2 p Ct		
		and due as per this Receipt & Covenant									p Ct. 9 Annum	1635	11 "
		declared on the Back of the Bond		925	"						By Ballance	1697	33 13
1777													
June	30	To a pair of Manillas	370	"	"								
		Charges	112	"	482		1807	"					
		To Cash paid this day to Mayor Rha					2303	36	"				
1778													
May	27	To Cash paid this day to Mayor Rha											
		Dividend at 2 p Ct on	2716	"	"								
		57211											
		Deduct 5/24 p Ct Trustee Commiss	5/24	30	1707	1/2	50						
1779													
January	2	To Dº Dº Dividend	572	"	"								
		of 1/24 p Ct on Dº	236	"	569	6	"						
		Deduct 5/24 p Ct Trustee Commiss	236	"	569	6	"						
		To Dº Dº	Dº		569	6	"						
Dec.	11	To Dº Dº	Dº		569	6	"						
1779													
March	20	To Dº Dº	Dº		569	6	"						
May	10	To Dº Dº	Dº										
January	27	To Dº Dº	Dº										
		of 572 p Ct on											
Oct.	13	To Dº Dº	Dº	286	"								
		Pags 57211											
		Deduct 5/24 p Ct Trustee Commiss	124	26	124	26	"	1837	23	50			
		Deduct 5/24 p Ct Trustee Commiss from											
		To Cash taken the Sallamanca from											
		Peter Bagnalho Salaberto Spanish Dollars	1240										
			for 5. 5. 23		1973	"	"						
		Do Pags 3000 " "	for 5. 5. 12		1228	28	"						
		2000 " "	for 5. 5. 4		1002	28	"						
		2000 " "	for 5. 3. 9		1286	"	"						
		2000 " "	for 5. 2. 9		630	22	"						
		1000 " "	for 5. 2. 2		1191	36	80						
		1896 36	for 5. 2. 25		1862	"	"						
		2000 " "	for 5. 2. 2		2472	"	"						
		6000 " "	for 5. 4. 24		5112	"	"						
		1000 " "	for 4. 3. 12		459	28	56						
		900 " "	for 3. 11. 16		190	36	36						
		400 " "	for 3. 9. 13		640	12	51						
		1707 17 50	for 2. 4. 12		152	23	23						
		369 6 "	for 1. 9. 16		38	11	50						
		369 6 "	for " 10. 7		34	22	53						
		369 6 "	for " 6. 13		19	39	37						
		369 6 "	for " 5. 22		14	26	34	2931	27	63			
		369 6 "	for " 3. 21. 7					1697	33	13			
											Pagodas	1697	33 13

Errors Excepted 18th Oct. 1780
E. E. Antonio d'Alzouza

Errors Excepted
S. Lysham

Pagodas 1697 33 13

Dr. Dawsonne Drake Esqr. for Money Lent to No. 2.

1775 April	25th	To Cash paid You by the Means of Mr. de Souza	"	"	"	3000	"	"
May	5th	To Ditto Do. Ditto	"	"	"	2000	"	"
	14th	To Ditto Do. Ditto	"	"	"	2000	"	"
June	9th	To Ditto Do. Ditto	"	"	"	2000	"	"
July	16th	To Ditto Do. Ditto	"	"	"	1000	"	"
	23d	To Ditto Do. Ditto	1000	"	"			
		Ditto do. in Porto Novo Pagd. 1000 " "						
		Deduct Batta 1172 ℘ Cent. 103 " 6 "	896	36	"	1896	36	"
August	16	To Cash paid You by the Means of Ditto				3000	"	"
1776	24	To Ditto Do. Ditto				4000	"	"
July	6	To Ditto Do. Ditto				1000	"	"
						19896	36	"
October	31	To Account Interest on the following Sums from their Respective dates to this day at 24 ℘ Ct. ℘ Annum						
		On Pagd. 3000 " " for 18 mo. 7 Days	1094	"	"			
		2000 " " 17 " 26 "	714	28	"			
		2000 " " 17 " 17 "	702	28	"			
		2000 " " 16 " 22 "	669	14	"			
		1000 " " 15 " 15 "	310	"	"			
		1896 " 36 " 15 " 8 "	579	7	"			
		3000 " " 14 " 15 "	870	"	"			
		4000 " " 14 " 7 "	1138	28	"			
		1000 " " 3 " 25 "	76	28	"	6155		
						26052	1	"
		To Balance for which an Interest Bond have Executed and lodged in Your hand a Nabobo Bond No. 2 for 10,000 Pagodas				9567	41	"
		Star Pagodas				35620	"	"

Fort St. George October the 31st 1776

Errors Excepted

℘ Antonio de Souza

a True Copy

J. Popham

Sam Samat Dowla Cr.

1774 October	16th	By the Amount of a Bond of Hereedin Cown for Pagodas 25,000 " "			
		By Interest thereon from 16th Octr. 1774 to 16 April 75 are 6 Months @ 8 ℘ Cent 1000 " "	26,000	"	"
1776 October	31	By Interest thereon from 16 April 75 to this day are 18 mo. 5 Dr. @ 24 ℘ Cent ℘ Annum	9620	"	"
		Star Pagodas	35620	"	"

Dr. Dawsonne Drake at No. 3. Interest — Pr. Contra — Cr.

1778 January	1st	To Account Current in Books L.K. for the Sum paid him the 2d November 1776 as pr. Receipt of Major Alexander in and the same declared in the Back of the Bond	925	"	"			
		June the 30 1777 for the following.						
		For a Bill of Manila Horse at Outcry as pr. Bill of that date ... 370 " "						
		Ditto 1 Single Horse ... 112 " "	1407	"	"			
February	28	To Account Interest; for Interest on the Sum from their respective dates @ 12 pr Cent pr Annm.						
		On Pags. 925 from 2d Novr. 76 is 479	147	2	50			
		482 ... from 30 June 77 is 270	43	2	"	190	4	50
		To Dawsonne Drake Esqr. for my Bond of 28 February for the Ballance transferred for which I have Executed Bond	"	"	"	9766	16	10
		Pagodas	11363	20	60			

Fort St. George the 28th Errors

1778 January	1st	By Account Current in Books L.K. for my Interest Bond Executed 6 August 1776 payable in 12 Months @ 12 pr Cent pr Annum being the Ballance of Herudin Cawns Account for which is Lodged in his hands as a Coletral Security a Nobobs Bond No. 2 Jamadul Soany the 20 of the Hegery 1190	9567	41	"
February	28	By Account Interest on Pags. 9567.41 from 6 Augt. 76 to this day is 563 ds @ 12 pr Cent pr Annum	1795	21	60
		N.B. The above is made with Interest to this and the Same Concealed			
		Pagodas	11363	20	60

February 1778
Excepted
pr. Antonio de Souza

A true Copy
J. Popham

Dr. Dawsonne Drake for Interest Bond No. 4 of 28 February 1778 Contra Cr.

1779 January 1st	To Balance of Account Closed the 28 February 78 and Transferred herein for which an Interest Bond is Executed payable with 12 pr. Cent Interest thereon and for the payment of which Nabobs Bonds are Assigned to him from the Collection of which is to pay himself the Amount of the said my Bond and the Interest thereon, and the Remainder Money or Bond to be delivered to me back the Conditions as pr. my said Bond and the Acknowledgment for Mr. Drake Under the same Date	9766	16	10
	Nabobs Bond Delivered to Mr. Drake as aforesaid			
	No. 184. 1 Bond for Cs. pr. 283.00			
	No. 7. 1 Ditto 10,000			
	8. 1 Ditto 10,000			
	9. 1 Ditto 8900			
	Cs. pr. 57,200			

1779 December 31	By Ballance brought from last Book	9766	16	10

Antonio de Souza

A True Copy. L. Popham

The Replication of Nathaniel Barlow of Vizagapatam Esquire Administrator With the Will annexed to the Estate and Effects of Dawsonne Drake late of Fort Saint George Esquire Deceased by his Substituted Attorney Henry Alexander of the same place Esquire to the Plea and Answer of Antonio de Souza of Madras Merchant

The said Repliant now and at all times hereafter Saving and Reserving unto himself all and all manner of Advantage and benefit of Exception to the manifold Insufficiencies Contained in the Plea and Answer of the above said Defendant for Replication thereunto Says, that he will aver and prove his Bill of Complaint to be true Certain and Sufficient in the Law to be answered in such manner and form as the same are therein and thereby Expressed and Setforth, and that the Plea of the Defendant to the said Repliants Bill of Complaint is Altogether improper, irregular and Very Erroneous, Because the Defendant appears to be totally mistaken in his Allegations, by Saying that there did not Appear any power or Authority Whatsoever from the said Nathaniel Barlow the Administrator to James Johnson and Peter Walker, nor any Assignment from the said Nathaniel Barlow to the said Henry Alexander, and therefore that the said Henry Alexander had no right by Virtue of the Authorities Setforth in the Bill of Complaint, to call the Defendant to an Account, and that the Bill of Complaint of the said Repliant Was not brought in due form of Law, and therefore that he the said Defendant doth Plead Such want of Form in Abatement of the said Bill

Bill of Complaint. The said Repliant Says, as he is Advised, that this Plea for Want of form, is a Sham Plea, which the Courts of Westminister have Set their faces against, as Appears by the aforegoing, "The Pleading of a Sham Plea, or such One as the party knows to be false, is a great abuse on the Justice of the Court, and such Pleas have not only been Set a Side with Costs, but the Parties Censured and otherwise Punished According to the Discretion of the Court," and in Order to Shew to this Hon'ble Court that the Plea of the Defendant is a Sham Plea, that upon an Inspection of the Assignment made over by James Johnson and Peter Walker of the Defendants Mortgage Obligation to the late Dawsonne Drake in his life time, It does appear, that such Assignment is proper and is a regular Deed of Assignment to all intents and purposes of such mortgage Obligation, and of the Deposits therein Specifyed, and It does also appear by the Preamble or Incipitur to the Deed of Assignment to the said Henry Alexander, that he being a Specialty Creditor of the aforementioned Dawsonne Drake to a very considerable amount, and the Defendant being a Debtor also upon Specialty arising upon a Ballance of an Account Stated on a Penal Bond given by the Defendant to the said Dawsonne Drake in his life time, he the said Henry Alexander did Agree to and with the said James Johnson and Peter Walker as the Attornies of Nathaniel Barlow the Administrator to the Estate and Effects of the said Dawsonne Drake to Accept of an Assignment of such mortgage Obligation with the Deposit of the said Defendant in part payment of his the Repliants Demand on the Estate and Effects of the said Dawsonne Drake, and the Transfer was so made in the manner and form and under the day and date and Signature as Setforth and Expressed in the Copy Deed of Assignment annexed to the Repliants Bill of Complaint

the

the Original of which the Repliant presumes is drawn out according to Trom and According to Law, the want of Formality therein the said Repliant denies, Because in the first place, the Debt so decidedly and Expressly due by Deed from the said Antonio de Souza to the said Dawsonne Drake in his life time became legal assets in the Hands of his Administrator, towards the payment of the said Deceased's Debts the said Administrator Nathaniel Bacon having Obtained Letters of Administration his Power of Attorney are indisputable and the Act and Deed of the said James Johnson and Peter Walker are uncontrovertable, and the assignment by them made to the said Henry Alexander of the Defendants Mortgage Deed and Deposits, is good to all intents and purposes, and the Title by which he holds the Same, legal and proper, The Repliant further Says that as he is Advised, it is no ways Necessary to recite the Particulars of the Letters of Administration granted to the aforenamed Nathaniel Barlow, it is also Needless for the said James Johnson and Peter Walker to have Recited their Power of Attorney from the Administrator in their Assignment of the Mortgage Deed, it is Enough, that the bare mention of Nathaniel Barlow being the Administrator, and that the said James Johnson and Peter Walker were his Attornies in the Deed by them Executed, for the said Henry Alexander in fact in this instance has no right to require the Possession of the Letters of Administration nor of the Power of Attorney, by which James Johnson and Peter Walker Acted, because, these Very Powers are Applicable to every part of the Estate and Effects of the late Dawsonne Drake, and therefore it was Quite Sufficient, that the said Henry Alexander Saw at the time of the Sealing and Delivering Over of the Deed of Assignment, that the Powers by which the said James Johnson and Peter Walker acted, were at that time, existing, and in force, and

Which

Which the Repliant Says was really the Case, and with which is the said Henry Alexander Says he was Satisfyed, the said Repliant further Says, and begs leave to Observe, that the Defendant Asserts in his Plea, that it did not appear by Virtue of the Authorities Set forth in the Bill of Complaint, that there Appeared any Power or Authority whatever from Nathaniel Barlow to James Johnson and Peter Walker nor any Assignment from Nathaniel Barlow to the above said Henry Alexander, that this Allegation is Wrong, as it is quite Unnecessary to Set forth their Powers in the Bill of Complaint, it is Quite in form that the said James Johnson and Peter Walker Set their Hands and Seals as Attornies to Nathaniel Barlow the Administrator, the Repliant further Says, that he knows of no other Form Necessary and Requisite to a Deed of Assignment, if any Doubt Arises as to the Power the Attornies have, the Defendant may always Satisfye himself by the Records of this Honble Court as to the Letters of Administration Granted the said Nathaniel James Johnson and Peter Walker, and which are mentioned in the Deed of Assignment, the Defendant might have easily resorted to them, and Seen the Power of Substitution under which the said Henry Alexander Claims, The Repliant further Says, that if the Defendant was dissatisfyed With the Substitution it was the Business of the Defendant to have craved Oyer of the Powers expressed in the Deed of Assignment to the said Henry Alexander however the said Repliant Says, as he is Advised, "that although the Law does not Admit an Assignment of a Chose in Action, the Court of Chancery does, as a Court of Equity, and any Words will do, no particular Words being Necessary thereto" In the case of a Bond, it may be Assigned in Equity for Valuable

Consideration

Consideration and good all Thoughs in Special forms Used," Vide Vizey's
Reports Vol: 1. Page 332. Titled Cases Argued and determined in
the time of Lord Chancellor Hardwicke, The Repliant further says
to the Defendants Pleading a want of Form and Abatement of the
Repliants Bill of Complaint and praying that the same might
Abate, and that Judgment to that Effect be given, that by an Act
of Parliament of the 8th of Elizabeth it is Enacted, "that after Verdict
" Judgment shall not be Staid or Reversed for Default of Alledging the
" bringing into Court any Bond, Bill or other Deed mentioned in the
" Pleadings, or of any Letters Testamentary or of Administration" and
" by the 4th and 5th Anne Cap: 16th, "No Advantage or Exception shall
" be taken for a Want of a Profert in Curia, but the Court shall give
" Judgment According to the Very Right of the Cause, without Regar-
" ding any such Omission and Defect, except those same be Specially
" and Particularly Set down and Shewn for Cause of Demurrer," Since
The Repliant Says, it Appears that the Defendant has mistook his
Way, Because the want of Form cannot properly be a Plea in
Abatement, there being and Appearance of the Defendant to the Suit
and the several Rules for Answer prayed for and Agreed to, so that
the Plea of want of Form is Irregular and out of Course as upon
Appearance of the Defendant he ought to have Demurred for
Want of Form, but having Acceded to the prayers for Answering
he cannot plead the want of Form The Repliant Lastly Says to the
Defendants said Sham Plea that he prays the same may be
Over Ruled and that Judgment may be Decreed with Costs to
the Repliant Accordingly

The said Repliant further Says and

Replys to the Defendants Pleading the Statute of Usury in Bar of the
Bill of Complaint, that neither Pleading proper and out of time, and does
not in any Sort concern the said Nathaniel Barlow the Administrator
but the Assignee the aforementioned Henry Alexander, but that even
were they Allegations Relevant and Altogether inconsistent, first Because of the
Defendants Pleading doubly "That is that Plea which contains Duplic-
" city or Multiplicity of Distinct matter to One and the same thing
" Whereunto one all Answers are Required, is not allowable in Law"
and this Rule Says Lord Coke, extends to Pleas puis darrein Contin-
uance, it is also Alledged and given as a Reason why Duplicity in
Pleading is held a fault, "That the party being effectually Barred
" by One Single Point, it is unnecessary and Vexatious to put him
" to Answer any other, and though he might take Issue on any
" one Point Yet Must he be at a Loss, what Method to take
" so as to traverse the Same and thereby put an End to the Cause,
" Whereas the party Pleading such double Matter must Depend on
" the Consonance of his own Strength and therefore ought to put this
" one Consonant Single Point, which he will Argue and End by it,"
Defence on that Single Point, which he will Argue and End by it,"
The Defendant Pleading the want of Form as a Bar to the Demand
and thereby Admitting of the Debt and then pleading the Statute
of Usury in Bar of the Demand, are two distinct matters not to
be Complied together, And further the Repliant Says, that he is
Advised that Pleading of the Statute of Usury to the Demand of the
Administrator does not hold good, because the Act of Parliament does
Not extend to Executors or Administrators, who only Act in Auter
Droit and are not Accountable for the Sums of any of the Deceased they
Represent And what is more particular that the Administrators of
the said Deceased Debts Just Debts cannot be Effected by

their

this Particular Plea of the Defendant is, that the Account Current N.1.
a Copy of which is Annexed to the Plea and Answer Appears to be
an Account Stated and Settled by and between the Deceased in his
Life time and the Defendant for and on Account of Herodeen
Cawn, wherein it is said, that on the 16th October 1774, "By Cash
Received as have been credibly informed and Verily believe 23000
Pag.s on a Bond of 25000 Pag.s" the Defendant thereby Endeavouring
"to make it Appear as if 2000 Pag.s was a Sum that the Deceased
"Dawsonne Drake in his life time Kept back and did not pay,
"but it is Observable that the Defendant is not certain of this
"Circumstance Although the Act of Parliament by him Pleaded
"directs a Positive Assertion and it having been Adjudged
"that in an Action for Usury, a Corrupt Agreement Must be
"Set forth it is not Sufficient to plead the Statute, and Say that
"for the lending of 20 £ the Defendant took more than 5 £ ℘
"Cent Without first Setting forth a Corrupt Agreement," the Repliant
further Says it Appears from the Date of this transaction if it really
happened that the same was in the Year 1774 a certain time Elapsed
and not within the Act of Parliament pleaded, And Whether what
the Defendant has Alledged in his Plea is right or Wrong the Repliant
Cannot Say, but Verily believes the Assertion is false, but here the
Repliant begs leave to Observe, that had the said Dawsonne Drake
Received any Gratuity in his life time for the loan of the Money,
the Same does not come under the Head of Usury, and in fact the
Defendant does not pretend to Charge the said Deceased with the
Same, however the Repliant Says, the same cannot avail the
Defendant nor can he benefit by this Plea, because let the loan of the
Original Sum be ever so Usurious, still as the said Defendant
Was

Was no party concerned in the Original Sum lent nor Suffers thereby,
he can have no benefit from the Statute, for it has been Adjudged"
"that a Counter Bond to Save a person harmless against a Bond made upon
"a Corrupt Agreement Will not be Void by the Statutes" as the Account
N.1. Appears to have a Relation to the Bond given by the Defendant
to the Deceased Dawsonne Drake in his life time, he the Defendant
therein Appears to have been the Security for the aforementioned
Herodeen Cawn and comes within the Description of the Person in
the aforementioned Adjudged Case, and as a further Proof of the Defend.ts
Not deriving any Benefit from the Statute of Usury, It has been
Adjudged," that where a Person Secures the Interest and Principal,
"if it be at the Will of the party who is to pay it is no Usury," the said
Repliant further Says the Defendant has Pleaded Payment of a
Surplus Sum of 497 Pagodas 33.13. as a proof of some Usurious Contract
if such Surplus ever Existed and the same was Carried to a New Account
or was Given to Dawsonne Drake upon the Payment of what was
due on the Bond 1774 that such payment has been deemed legal
and Just, the Court of Kings Bench having Adjudged," that a
"lender Accepting as Voluntary Gratuity from the Borrower on
Payment of the Principal and Interest, or receiving the Interest before
due without any Corrupt Agreement, shall not be within the Statutes
Against Usury," the Repliant lastly Says to this Plea of the Defend.t
that the Account Current, N.1. Annexed to the Answer Appears
Very Erroneous and Defective and made up by the Defendant him-
self for the purposes of Evading the payment of the Money so deced-
edly to be due on the Defendant's Mortgage Deed for all which
Causes the Repliant humbly Submits himself to the Judgment
of

of this Honble Court and of the Pleas of the Defendant be hereof over
Ruled with Costs to be paid by the Defendant.

The said Replicant further Saving and Reserving
himself all and all manner of Benefit of Advantage of Exception
to the Many Errors and uncertainties contained in the Defendants
Answer for Replication thereunto Says, that the Account Current to Copy
of which is annexed to the Bill of Complaint is a Regular and just
State of the Transactions hereto fore Subsisting between the Defendant
and Dawsonne Drake for Account of a certain Mortgage Bond
Charged in the Bill of Complaint which the Defendant in his
Answer Admits to have Executed and that he did Deposit with
the said Dawsonne Drake the several Bonds of the Nabob
the Nabob as mentioned in the Bill of Complaint, but Says in his
Answer that such Deposits were made in Order that Dawsonne
Drake might Receive the several Dividends towards the Discharge
of the Defendants said Mortgage Bond and that when the Debt
should have been Satisfyed that then a Surrender of the said Bonds
Must to be made unto the Defendant, who also Admits of the Validity
of the Mortgage Deed and that the Copy thereof annexed to the Bill of
Complaint is a true Copy, the Answer also Admits of Henry Alex-
ander, the Assignee being a Creditor of the said Dawsonne Drake
and Admits of the Assignment as made by the Attorney of the said
Barlow the Administrator of the Mortgage Deed and Deposites
Purchaser, Notwithstanding which the Defendant Says in his
Answer the Replicant had no Right to call him to an Account for the
same, because he Says, that at the time of Executing the Mortgage Deed
or Instrument it was Clearly and fully Understood by the said Daw-
sonne Drake as well as the Defendant, that the said Dawsonne
Drake or his Executors Administrators and Assignees were not to

to have any Resort or Remedy whatever against the Defendant in person
or Effect, but that the Deposit of the said Bonds of the Nabobs was intended
in order to give the said Dawsonne Drake an Ample Opportunity of
Receiving the said Ballance from Dividends that might be made from
Time to Time of such Bonds, in Reply thereto the Replicant Says, that this
Assertion Appears to be very unjust and highly improper, the Defen-
dant Appearing on the face of the Mortgage Deed a Debtor to Dawsonne
Drake in a Decided Ballance of Nine Thousand Seven Hundred
and Sixty Four Pagodas Sixteen Fanams and Ten Cash arising on a
Bond dated the 6th of August in the Year of Our Lord 1776 and for
the Securing the payment thereof the Deed or Instrument and the
Natures of and Mortgage was made and Executed and the Deposite
of the Nabobs Bonds being the Loan Assigned, but no mention is
Made or Expressed in any part of the said Deed that the said Dawsonne
Drake by his Assigns was or were to be Concluded thereby or that the
Defendant was not longer to be any further Responsible to the said
Dawsonne Drake, the want of which Covenant Clause or Condition,
Cannot in any Shape be Remedied by the Construction of the Parties, if
any such intention existed which the Replicant does not or Can
Admit of nor does the said Dawsonne Drake in any of his Papers
Memorandums or Accounts mention this Particular Circumstance,
Because the Deed itself Must be the Measure of the Agreement and
Cannot in any Shape be Separated from by Implications, for certain
Rules there are laid down for the Answering and of all Deeds of Assign-
ments the Tenor of which always express the meaning and intent-
tion of the Parties and Cannot in any Shape be Governed by any other
Matter or Thing Save by a Deed of Equal Validity by Deed by Endorsement
On the back of the Original Deed or by a Separate Deed in Writing under

the

the Hand and Seals of the parties — The Repliant further begs leave to Observe, the inconsistency of this Assertion of the said Dawsonne Drake Resorting Only to the Nabob's Bond for the payment of his demand on the Defendant, that it was universally known, that at the time of the Mortgage made, the Nabob's Bonds were discounting at fifty and Sixty ℘ Cent, and Very few were done at that price, and at last fell into no Repute, the Repliant further Observes that if the said Dawsonne Drake was to have Run the Risk of the Nabob's Credit there is not the least doubt but the said Dawsonne Drake would have Purchased the said Bonds at the then Marked Price, the said Repliant further Says that this Idea of the Defendants as to the Bonds being the only fund for payment, is Entirely New and a very ingenious invention to gain time and Serve as a Shadow of a Defence, and as to the Omission of incerting the time of payment in the Mortgage Deed, this Honble Court will please to Observe, that as the Defendant Stood indebted Originally on a Bond whose time of payment had been exceeded, the Entring into fresh Covenants was to Accomodate the Defendant and the Money declared therein to be due, to be paid, whenever the said Dawsonne Drake or his Assigns should demand it, in Law it is said "that where no time is Ascertained the Money is presently due and the Obligor Debtor upon demand the Repliant begs leave to know, when and at what Period the Defendant's Debt was to be discharged, for Supposing the Nabob never pays, was the said Dawsonne Drake or his Assigns to Run the Risk thereof and without any Consideration the thing Speaks for itself and the whole of the Defendants defence is merely Chemerical, the said Repliant Says that he cannot as the Administrator

Administrator to the Estate and Effects of Dawsonne Drake Recurse far back as the Year 1774 for to Enquire into the State of the Accounts Depending between Dawsonne Drake and Keroodeen Cawn, particularly as they no Ways concern the Defendant in a direct line, it appearing by the Defendants Own Shewing, that he and Henry Alexander were only a Security and as to any Usurious Interest Accumulating to the said Dawsonne Drake, the Same does in no Sort concern his Administrators, nor does the Repliant See, how the said Defendant is Effected thereby, nor can the Repliant Acct to the Year 1776. Nor does the Repliant know what were the Motives that induced the Defendant to make out and give a Bond for the Ballance as also to Deposit a Bond of the Nabob as a Collateral Security, other than Some very Extraordinary Pecuniary Gratification given by Keroodeen Cawn to the Defendant the Repliant further Says, that he is an Entire Stranger to all and every the Accomodation to and with Henry Alexander and him the Defendant, and a further Stranger to the Consequent Circumstances that Attended the Bond of the Year 1776 but so far the Repliant Says, that it appears Evident from the Defendants own Shewing in his Answer that on or about the 28th February 1778 Accounts Were Settled between Dawsonne Drake and the Defendant and that there was a declared Ballance in favor of Dawsonne Drake for which the said Defendant Says he gave a fresh Security bearing date the same day and Year, Consisting of an Assignment of the said four Bonds of the Nabob from which the Defendant Says the said Dawsonne Drake was to pay himself and not to have Recourse to him the Defendant or his Effects, the Repliant Says that had this been really the case, the Same Would have been a part and Parcell of the Deed of Assignment and not Omitted, as to any Entrey made by the Defendant in his Books of this Circumstance, the Same cannot avail, as it is a Rule, "that every Mans Book's are

the Hand and Seals of the parties — The Repliant further begs leave to Observe, the inconsistency of this Assertion of the said Dawsonne Drake Resorting Only to the Nabob's Bond for the payment of his demand on the Defendant, that it was universally known, that at the time of the Mortgage made, the Nabob's Bonds were discounting at fifty and Sixty ℘ Cent, and Very few were done at that price, and at last fell into no Repute, the Repliant further Observes that if the said Dawsonne Drake was to have Run the Risk of the Nabob's Credit there is not the least doubt but the said Dawsonne Drake would have Purchased the said Bonds at the then Marked Price, the said Repliant further Says that this Idea of the Defendants as to the Bonds being the only fund for payment, is Entirely New and a very ingenious invention to gain time and Serve as a Shadow of a Defence, and as to the Omission of incerting the time of payment in the Mortgage Deed, this Honble Court will please to Observe, that as the Defendant Stood indebted Originally on a Bond whose time of payment had been exceeded, the Entring into fresh Covenants was to Accomodate the Defendant and the Money declared therein to be due, to be paid, whenever the said Dawsonne Drake or his Assigns should demand it, in Law it is said "that every time is Ascertained the Money is presently due and the Obligor Debtor upon demand the Repliant begs leave to know, when and at what Period the Defendant's Debt was to be discharged, for Supposing the Nabob never pays, was the said Dawsonne Drake or his Assigns to Run the Risk thereof and without any Consideration the thing Speaks for it self and the whole of the Defendants defence is merely Chemerical, the said Repliant Says that he cannot as the Administrator

Administrator to the Estate and Effects of Dawsonne Drake recurs so far back as the Year 1774 for to Enquire into the State of the Accounts Depending between Dawsonne Drake and Keroodeen Cawn, particularly as they no Ways concern the Defendant in a direct line, it appearing by the Defendants Own Shewing, that he and Henry Alexander were only a Security and as to any Usurious Interest Accumulating to the said Dawsonne Drake, the Same does in no Sort concern his Administrators, nor does the Repliant See, how the said Defendant is Effected thereby, nor can the Repliant Acct to the Year 1776. Nor does the Repliant know what were the Motives that induced the Defendant to make out and give a Bond for the Ballance as also to Deposit a Bond of the Nabob as a Collateral Security, other than Some very Extraordinary Pecuniary Gratification given by Keroodeen Cawn to the Defendant the Repliant further Says, that he is an Entire Stranger to all and every the Accomodation to and with Henry Alexander and him the Defendant, and a further Stranger to the Consequent Circumstances that Attended the Bond of the Year 1776 but so far the Repliant Says, that it appears Evident from the Defendants own Shewing in his Answer that on or about the 28th February 1778 Accounts Were Settled between Dawsonne Drake and the Defendant and that there was a declared Ballance in favor of Dawsonne Drake for which the Said Defendant Says he gave a fresh Security bearing date the same day and Year, Consisting of an Assignment of the said four Bonds of the Nabob from which the Defendant Says the said Dawsonne Drake was to pay himself and not to have Recourse to him the Defendant or his Effects, the Repliant Says that had this been really the case, the Same Would have been a part and Parcell of the Deed of Assignment and not Omitted, as to any Entrey made by the Defendant in his Books of this Circumstance, the Same cannot avail, as it is a Rule, "that every Man's Book's are

ace Evidence against them and not for them The Replicant further Says that it is very Surprizing to them that if the Defendant could have made an Entry in his Books to the Effect aforementioned that so material a Circumstance should not be a part of the Mortgage Deed that the said Replicant further Says that ever Since the Year 1776 the Valuable Consideration Bonds grew Less in their Value and at present bear no Estimation Notwithstanding the Endeavours of the Defendant in his Answer in Support of such Credit the said Replicant further Says it is very Observable that the Defendant does not in any Part of his Answer Allege that he has in the least being Injured in whatever Receipt of Money the said Dawsonne Drake has Received Neither are the Accounts there stated between the said Defendant and the said Dawsonne Drake but for Account of Horsedeen Cawn how then is the Defendant injured What does he Complain by - on the Contrary if the Defendant was to be Injured by any part of this Plea or by any thing alledged in his Answer, he would benefit by his own Laches and Keep a benefit from a Concern that does no ways Concern him The Replicant further Says, that it is to be Observed also to know upon or what Ground the Defendant means to Rest the Defendants his Answer is Multifarious, Impertinent and unjust, and as to the Argument made Use of Relative to the Deposit of the Valuable Bonds, it is impossible for the Replicant to know the Motives or Springs of the Parties for the Tendering and Receiving of the said Bonds as Security, save as by any Information Shewn to the said Dawsonne Drake by the Defendant, the Replicant has been informed and Verily believes that Motives of Interest from Horsedeen Cawn was the Cause if the Defendants Pretended Friendship and Recommendation

All which Matters and things this Replicant is

Ready and Willing to Aver, Maintain and Prove as this Honble Court shall direct and humbly Prays as in and by his said Bill of Complaint he has already Prayed

Jno. Bromley
Attorney for the Respondent

Filed 16th March 1784

The Rejoinder of Antonia De Souza

to the Replications of Nathaniel Barlow Administrator De Dawsonne Drake Declared by his Substitute Attorney Henry Alexander

This Defendant Now and at all times hereafter Saving and Reserving to himself all Manner of Benefit and Advantage of Exception to the Uncertainty and Insufficiency of this said Replication for Rejoinder Saith That this Defendant to said Answer is true Certain and Sufficient in the Law to be Replied unto and Said Answer and by him said Answer he hath already said and Doth and will Aver and Maintain all and every thing and things therein to be true and Certain in such Manner as therein is Alledged and Expresse and this Defendant also Saith that the said Replication of the said Complainant is Uncertain and Insufficient in the Law to be Rejoined unto by this Defendant for divers defects and Imperfections as therein contained and this Defendant further saith That the Reasons urged by this Defendant to support this Plea in Abatement against the Replicant are both Good and Valid in the Law Notwithstanding any thing urged to the Contrary thereof by the said Replicant in his said Replication And by way of Rejoinder to that part of the Replication which says that the Act of Parliament against Usury does not extend to

to Executors or Administrators who only Act in Autre Droit and are not Accountable for the Forts if any of the Person they represent this Defendant Saith that the Repliant cannot have in Law any other Right by Virtue of the Assignment of the said Peter Walker and James Johnson than the said Dawsonne Drake had in his Life time, and therefore if the said Dawsonne Drake hath incurred any Penally or forfeiture under or by Virtue of the said Act of Parliament or if the said Dawsonne Drake hath received the full Value of the said Bond from this Defendant his Acts and Deeds in the One Case as well as the other conclude the Right of his Administrators who are effectually barred and bound thereby And this Repliant saith that he hopes to prove to the Satisfaction of this Honble Court that the said Dawsonne Drake did keep back the said Sum of Five thousand Pagodas from Kiroodeen Cawn having Paid him only the Sum of Twenty three thousand Star Pagodas instead of the Sum of Twenty five thousand Star Pagodas and this Defendant Saith that as the pretended Cause of Action of the Repliant against this Defendant originated from this Defendants Guarantee jointly with the said Henry Alexander of the Loan of the said Dawsonne Drake to the said Kiroodeen Cawn this Defendant hath a Right to investigate the manner in which the said Loan was made and to State all the particulars respecting the same more especially as the said Henry Alexander Was in the first instance equally the Guarantee with this Defendant and received an Emolument for being so, altho' this Defendant had not any other Satisfaction for the said Guarantee except the Opportunity of Shewing a Regard to and Assisting the Wants of the said Kiroodeen Cawn wherefore and for as much as this Defendant hath made it appear that the said Dawsonne Drake hath received more than the Principal and the Legal Int[illegible]

Drake this Defendant humbly contends that his Plea in Bar ought to Stand good and effectual against the Repliants Claim and this Defendant Saith that the Changing the Deposits from Bonds to the Amount of Ten thousand Pagodas to others of the same Description to the Amount of fifty Seven thousand Two hundred Pagodas is a strong presumption of itself that there was some implied Covenant as the Cause thereof Which Covenant this Defendant avers to be as alledged by this Defendant in his Answer Namely that the said Dawsonne Drake his Executors Administrators or Assigns were not to have any Recourse on his Possession or other Effects for the Payment thereof

All which Matters and things this Defendant is Ready to aver Maintain and Prove is such Manner and form as this Honble Court shall direct and therefore humbly Prays as before in his said Answer he hath Already Prayed

S. Popham
Attorney for the Defendant

Interrogatories to be Administrated to such Witnesses as shall be Produced Sworn and Examined in a Certain Cause Now depending and at Issue in the Honble the Mayor's Court at Madrasapatnam Wherein Nathaniel Barlow Administrator of Dawsonne Drake Deceased by his Substituted Attorney Henry Alexander Complainant and Antonio De Souza is Defendant

On the Part and behalf of the above Named Defendant

To all the Witnesses } 1st Do You know the Parties Complainant and Defendant in the Title of these Interrogatories Named or either and which of them If Yea, how long have You so known them or either and which of them Declare

To Deepuck Roy and Rama Roy } 2d Look at the Paper writing Now Produced and Marked with the Letter A Purporting to be an Account in the Persian Language of the Money Borrowed by Kiroodeen Cawn from Dawsonne Drake by the Means of Major Alexander and Antonio De Souza and is or is not the Signature thereunto Subscribed the Proper hand writing of the said Kiroodeen Cawn and also his own Seal Put trit, and is or is not the same a true and just Account of the Loan heretofore Made by the said Dawsonne Drake to the said Kiroodeen C[illegible] [illegible] know the

Same so to be, and is or is not the Seal and Signature of the said Kiroodeen Cawn in Manner as the same is Put to the said Paper a full Acknowledgment from the said Kiroodeen Cawn According to the Custom in like Cases that the Contents thereof are true

To David Halliburton 3d Are You or are You not Persian Interpreter at the Presidency of Fort Saint George If Yea, Look at the Paper writing Now Produced and Shewn to You at this the time of Your Examination Marked with the Letter B Purporting to be the Translation of a Paper Writing in the Persian Language Marked A, and is or is not the Same a true Translation thereof If No is what Parts doth the Translate differ from the Original Declare

To all 4th Do You know of any other Matter or thing or have You heard or can You Set forth any thing touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the Defendant If Yea declare and Set forth the same and each and every Particular relative thereto as You know have been informed or do believe with the Reasons of such Your said Knowledge Information and belief as fully as if You had been thereunto Particularly Interrogated

S. Popham
Attorney for the Defendt

This Exhibit Marked A. was Shewn to Deepuck Roy Rama Roy David Haliburton, and Shenevoss at the respective times of their Examination before me On the Part of the Defendant in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Nathaniel Barlow is Complainant and Antonio de Souza is Defendant On the 10th 11th and 16th Day of June Anno Domini 1784

Oliver Colt
Examiner

An Account Particular of Money Borrowed by Kiroodeen Cawn from Mr. Dawsonne Drake by the Means of Major Alexander and Mr. Antonio De Souza.

1774 Octr 16.	Borrowed upon a Bond Kiroodeen Cawn by Security of the said Major Alexander and Mr. Antonio De Souza	25,000.
	Paid into the Treasury of His Highness the Nabob	20,000.
	Present to Mr. Drake	1000.
	Present to Major Alexander	1000.
	The Amount Purchase of a House at St. Thome by the said Ciroodeen Cawn from Mr. Drake	2600.
	The Amount of an Order given by Kiroodeen Cawn in favor of One Monsr Dubois	400.
	Besides the above Kiroodeen Cawn Paid to the Dubash of Dawsonne Drake from his own Pocket the Sum of	500
		25500

This Exhibit Marked B. was shewn to David Haliburton at the time of His Examination before me On the Part of the Defendant in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Nathaniel Barlow is Complainant and Antonio de Souza is Defendant on the 10th Day of June Anno Domini 1784

Oliver Colt
Examiner

Mayor's Court at Madraspatnam

Between Nathaniel Barlow Administrator of Dawsonne Drake Deceased by his Substituted Attorney Henry Alexander Complainant and Antonio De Souza Defendant

On the Part of the Defendant

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

Deepuck Roy of Madras Manshee Aged 45 Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was the 10th Day of June 1784 Sworn and Examined at the Office of Mr Charles Brumley who is Attorney for the Complainant by Rustwadjy 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 Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith that he doth not know the Complainant Nathaniel Barlow by his Attorney Henry Alexander in this Cause and that he doth know the Defendant Antonio de Souza 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 the upon producing and Shewing to him at this the time of this Examination the Paper Writing Marked with the Letter A Purporting to be an Account in the Persian Language of the Money borrowed by Roordeen Cawn from Dawsonne Drake by the means of Major Alexander and Antonio De Souza that the Signature thereunder Subscribed as the Name and Writing of the said Roordeen Cawn

Seal Put to it and that the same is a true and just Account of the said Loans Made by the said Dawsonne Drake and the Defendant to the said Roordeen Cawn and that the Reason he this Deponent Saith he knows the same to be so from having served as a Munshee to Roordeen Cawn and that the Seal and Signature of the said Roordeen Cawn is in the Manner as the same is put to the said Paper. And that he this Deponent hath received full Satisfaction and Payment from the said Roordeen Cawn in his Life time for the Sum of Pagodas mentioned in the said Account and that he this Deponent hath not any Demand upon the said Roordeen Cawn Account or Reckoning Saith he this Deponent is a full Acknowledgement from the said Roordeen Cawn Account and that the Contents thereof are true according to the Custom in such like Cases that the Contents thereof are true according to the Best of his Knowledge Remembrance Saith he this Deponent to this or the last Interrogatory

Oliver Coll
Examiner

Mayor's Court at Madraspatnam

Between Nathaniel Barlow Administrator of Dawsonne Drake Deceased by his Substituted Attorney Henry Alexander Complainant And Antonio De Souza Defendant

On the Part of the Defendant

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

Rama Roy of Madras Manshee Aged 37 Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the 10th Day of June 1784 Sworn and Examined at the Office of Mr Charles Brumley who is Attorney for the Complainant by Rustwadjy Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent Saith that he doth not know

know the Complainant Nathaniel Barlow by his Attorney Henry Alexander in this Cause and that he doth know the Defendant Antonio de Souza in this Cause, and that he hath so known him five Years or thereabouts - and Denies Saith Not to this Interrogatory

2d ..... To the Second Interrogatory this Deponent Saith, that the Paper Writing Now produced and Shewn to him at this the time of this Examination and Marked with the Letter A purporting to be an Account in the Persian Language of the Money borrowed by Hirodeen Cawn from Dawsonne Drake by the Means of Major Alexander and Antonio De Souza the Signature thereunto Subscribed is the Proper hand writing of the said Hirodeen Cawn as also his own Seal Put to it - and that the same is a true and just Account of the Loan before made by the said Dawsonne Drake to the said Hirodeen Cawn this Deponent further Saith that he was in the Service of Hirodeen Cawn at the time these transactions happened - And this Deponent further Saith that the Seal and Signature of the said Hirodeen Cawn in Manner as the same is Put to the said Paper is a full Acknowledgment from the said Hirodeen Cawn According to the Customs in like Cases that the Contents thereof are true - And Deponent Saith Not to this or the Last Interrogatory

Elmer Colt
Examiner

Mayor's Court
Madraspatnam

Between Nathaniel Barlow
Administrator of Dawsonne Drake
Deceased by his Substituted Attorney Henry
Alexander Complainant And Antonio
De Souza Defendant
On the Part of the Defendant

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

David Haliburton of Madras Senior Merchant Aged 32 Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant

1st ..... To the first Interrogatory this Deponent Saith, that he doth know the Complainant Nathaniel Barlow by his Attorney Henry Alexander in this Cause, and that he hath so known him five Years or thereabouts and that he doth know the Defendant Antonio de Souza in this Cause, and that he hath so known him fourteen Years or thereabouts - And Deponent Saith Not to this Interrogatory

3d ..... To the third Interrogatory this Deponent Saith, that he is Interpreter at the Presidency of Fort Saint George and that the Paper Writing now produced and Shewn to him at the time of this Examination Marked with the Letter B purporting to be the translation of a Paper A is not the true Translation thereof

was on the 10th Day of June 1784 Exhibited at the Office of Mr Charles Brumley who is Attorney for the Complainant by Ordinary Notice Notes 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

thereof but that the following According to this Deponent knowledge of the Persian Language is the true Translation

Account of Money Borrowed of Mr. Drake as pr. the undermentioned Particulars through the means of Mr. Alexander and Mr. De Souza for which a bond was given the 16th October 1774 Christian Style

Seal of Sumsomul Mulk Sumsam ud Doula Keir ud Deir Caun Bahaudur Sumsam Jung Total 25000 Pagodas

Here follow the Particulars

Enam or Present to Mr. Drake	1000.	
To Alexander for being Security	1000.	2000.
For Monsieur Dubois		400.

N.B. Mr. Drake took the above Sum under his Charge but did not give the Money to Mr. Dubois and the Money has now been paid out of the Toshecanah or Private Purse

Keep Paid into the Cercar of his Highness the Nabob	20,000
Purchase Money of a House in the Fort of Meliapour by the Means of Alexander	2,600.

Mayor's Court at Madraspatnam

Between Nathaniel Barlow Administrator of Dawsonne Drake Deceased by his Substituted Attorney Henry Alexander Complainant and Antonio de Souza Defendt.

On the Part of the Defendant

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

Shenavoss of Madras Mossude Aged 47 Years or thereabouts being produced as a Witness in this Cause, On the Part of the Defendant was on the 16th Day of June 1784 Signified at the Office of Mr. Charles Bromley who is Attorney for the Complainant by Kistnah 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 not know the Complainant Nathaniel Barlow by his Attorney Henry Alexander in this Cause and that he doth know the Defendant Antonio De Souza in this Cause, and that he hath So known him ten Years or thereabouts And more Saith not to

Proper hand writing of the said Rivordeen Cawn and also his own Seal Lett to it This Deponent further saith that he doth Not know whether the Same is a true and just Account of the Loan there to fore Made by the said Dawson unto Drake to the said Rivordeen Cawn as he was not present when the said Loan was Made, but that the Seal and Signature of the said Rivordeen Cawn in Manner as the same is Put to the said Paper is as full acknowledgment from the said Rivordeen Cawn According to the Customs in like Cases

That the contents thereof are true — and more saith he not

Sworn

Last Interrogatory —

Oliver Colt
Examiner

To Dawson Drake Esqr

Dear Sir

I Received Your Letter this Morning and Your Request is Very proper on Account of this Transitory Life to which We are Subject therefore a Settlement of that Business of Rivordeen cawn will be Very Agreable to all Parties I must beg leave Only to Remind You that the Business in your part of Benifit has been Yours I have all along Acted as Yours, and Rivordeen cawn's friend without any Incentive View, but only a friendship to the highest degree in Making myself Answerable to You for the Money Lent to Rivordeencawn, as I know You to be always Very Reasonable and agreable in all Business I hope Considering every Circumstance We Shall Consent to give You such Security that in the least it will Make a greater Incumbrance than any Pains and time which I have

have Expended in Procuring Your Money — and shall always do it, till You are paid —

I Propose now here a Method which you shall Agree very Large will Secure You from the Accidents of our death before Money is paid to You — But In Order to Cover myself and Major Alexander in the Business of Your Money as Much as we Could do it I did Obtain of the Nabob a Bond for the Ballance of Rivordeencawn Account Due by the Sarcar to the Amount only of 5400 Pagodas last Year, for 6 Months and also a Sunnud or Sanjord for its payment, that Country being Restored to Mogul Government from the ended August last I settled all Mony Account with the Nabob and included the Amount of that Bond and Closed obtaining Interest from April last I settled half of the Money to be paid in the Course of One 12 Months that is from last August to August 1777 and the other half to be paid from Sept to 1777 to Sept. 1778 and have got also Sunnuds Accordingly on Several Countries —

There is Now cause of Yours and my Concerns

Now the way to Settle it properly —

The Method as aforesaid, is to be You will Please to Draw up Your Account to the last Money paid You and for the Ballance I will Grant You my Bond payable in 12 Months and lodge in Your hands as a Collateral Security a Bond of 10000 Pagodas of the Nabob and You will please to deliver up the joint Security Bond of Major Alexander and mine —

My Business calls me to Masulipatam and in

in 20 days I shall Return but as I am Little Wonderfully pleased and take
Very Particular Notice of Very Darbac de Lecuir better than Common I desire
Major Alexander to wait on You and Apologize for me and if You
approve of these Modest proposals please to get it Ready this Very day
or Tomorrow

I am with Respect

Madras
the 5th December 1776

Dear Sir

Your Most Obt. Humble Servant

Antonio de Souza

Know all Men by these Presents that I Nathaniel Burlow late
Administrator of the Estate and Effects of the late Honourable Drake of
Fort Saint George Trader Made, Ordained, Nominated Authorized
Constituted and appointed and by these Presents do make, Ordain
Ordain Nominate, Authorize and Appoint Messrs. James
Johnson and Peter Walker of Fort Saint George aforesaid and the
Survivor of them my true and Lawfull
Attorneys for Me and in my Name, and to and for my Proper use
and behalf to Demand levy, sue for, recover and receive by all Lawfull
Ways and means whatsoever, of and from all and every Person
and persons whatsoever, whomsoever it doth, shall or may concern all
and every such Sum and Sums of Money, Debts Dues Goods
Effects and things whatsoever, which now are and shall be and
grow due, owing, payable or belonging to me the said Nathaniel
Burlow as Administrator aforesaid upon or by Virtue of any Bill
Bond Book Debt or upon Account of Trading or Dealing or upon

any Account Ways or Means whatsoever and for
Need be in all Accounts and Things for Reckoning with any Persons or
Persons concerned in the premises and upon Receipt and Recovery of the
any such Sum or Sums of Money Debts Dues Goods Effects or other things
or any part thereof to Grant Acquittance and Discharges for me and
in my Name and to Sue Prosecute Compound and by
Process granting and any such Attorney full Power and Authority
in and touching the premises, to use prosecute and Defend all Actions
Suits, impleadings, Controversies and Demands whatsoever, and thence
and thereof again to Acquit, discharge and out of prison to release, also
for Me to appear and my person to Represent in all or any Court or
Courts or other places as Commandant or Defendant in any Suit Action
Plaint or Matter whatsoever, for and concerning the premises, likewise one or more
Attorney or Attorneys under them for the purposes aforesaid to substitute and appoint and again at
Pleasure to revoke and generally to do, Act and perform all Matters
and things in and touching the premises Requisite and necessary as
fully as I myself might or could do were I personally present and
the same and every part and parcel thereof more especially to Ask
demand and receive all and singular whatsoever my said
Attorneys James Johnson and Peter Walker shall legally do or procure
to be done in and touching the premises In Witness whereof I
have hereunto set my Hand and Seal in Fort Saint George aforesaid
this Twenty fifth day of March in the Year of Our Lord 1780

Nath.l Burlow (L.S.)
late Administrator to
the Estate of the late
D. Drake Esq.r

Signed Sealed and Delivered
in the presence of
(Signed) Peter Davidson
(Signed) Balagee Row

I Peter Walker Notary Public dwelling and Practising at Fort Saint George on the Coast of Coromandel on the East Indies do hereby Certify To Whom it may concern That the Annexed is a true and Exact Copy of a Certain Letter of Attorney this Day exhibited before me at My Office at Fort Saint George aforesaid In Faith and Testimony Whereof I the said Notary have hereunto Subscribed my Name and Affixed my Seal of Office at Fort Saint George this Ninth Day of August One Thousand Seven hundred and Eighty four

Peter Walker L.S

Fort St. George 10th Augt 1784

D.r Dawsonne Drake Esq.r for Money lent to Him and Dawsa &

1775					1776			
April	25	To Cash Paid Him by the Hon.ble			Oct.r	16	By the Amount of	
		Co.s Mr. De Souza	3000.	" "			a Bond & Interest	
	"	5 Do Do Do	2000.	" "			Cause for Pag.s 23000	
May		16 Do Do Do	2000.	" "			By Interest thereon	
							from 16 Oct.r 1775 to	
June		9 Do Do Do	2000.	" "			15 April 1775 are to	
							Months @ 8 P.Ct 1000	6000. " "
July		16 Do Do 1000						
		Do Do in Pardos			1776			
		Pag.s 1000.			Oct.r	31	By Interest thereon	
		Deduct Batta					from 16 April 1775	
		172 P.Ct 103.6	x 96.36	1896. 36 "			1 Year 6 Months &	
August	16	To Cash Paid Him by Means of Do	3000. " "				15 Days are 13. 5/6	
1776		24 Do Do Do	4000. " "				24 P.Ct P Annum	9620. " "
July		6 Do Do Do	1000. " "					
			19896. 36 "					
Oct.r	31	To Account Interest on the						
		following Sums from their						
		respective Dates to this Day						
		at 12 P.Ct P Annum						
On Pag.s		3000 for 18. 7	1296. " "					
		2000 for 17. 26	746. 28. "					
		2000 for 17. 17	702. 28. "					
		2000 for 16. 22	666. 16. "					
		1000 for 15. 13	310. " "					
		1896 for 15. 8	579. 7. "					
		3000 for 14. 15	870. " "					
		4000 for 14. 7	1152. 28. "					
		1000 for 9. 25	76. 28. "	6155. 7. "				
				26052 1. "				
		To Balance for which Sum						
		Interest Bond Bill and Execution						
		and Lodged in Your Hand						
		a Pagoda Bond. N.o 2.						
		for 10,000 Pagodas		9367. 41. "				
		Sum Pag.s		35620. " "			Sum Pag.s	35620. " "

Fort St. George 31st Oct.r 1776
Errors Excepted
P.p Antonio De Souza

I Peter Walker Notary Public dwelling and Practising at Fort Saint George on the Coast of Coromandel in the East Indies do hereby Certify to whom it may concern that the Annexed is a true and Exact Copy of a Certain Letter of Attorney this Day exhibited before me at My Office at Fort Saint George aforesaid In Faith and Testimony Whereof I the said Notary have hereunto Subscribed my Name and Affixed my Seal of Office at Fort Saint George this Ninth Day of August One Thousand Seven hundred and Eighty four

Peter Walker (L.S.)

Fort S.t George 10.th Augt. 1784

D.r Dawsonne Drake Esq.r for Money Lent the Sircar Sawad Double C.r

1775						1776				
April	25	To Cash Paid You by the Manas of M.r De Souza		3000	"	"	Oct.r	16	By the Amount of a Bond & Recordem Cowle for Pag.s 25000	
		D.o D.o D.o		2000	"	"				
May	5	To D.o D.o D.o		2000	"	"			By Interest thereon from 16 Oct.r 1776 to 15 April 1775 are 6 Months @ 8 p.C.t 1000	6000 " "
	16	To D.o D.o D.o		2000	"	"				
June	9	To D.o D.o D.o		1000	"	"				
July	16	To D.o D.o 1000 a/m								
		D.o D.o and Pool 500 m								
		Pag.s 1000					1776			
		Deduct Batta 17½ p.C.t 103.6	2936	1896	36	"	Oct.r	31	By Interest thereon from 16 April 175 3/4 and this day are 13 3/4 @ 6 p.C.t p Annum	620 " "
August	16	To Cash Paid You by Means of D.o		3000	"	"				
1776	24	To D.o D.o D.o		1000	"	"				
July	6	To D.o D.o D.o		1000	"	"				
				19896	36	"				
Oct.r	31	To Account Entered on the following Leaves from the Year respectively dated to this day at 12 p.C.t p Annum								
On Pag.s		3000 for 18.7	1146	"	"					
		2000 for 17.26	716	28	"					
		2000 for 17.17	702	28	"					
		2000 for 16.22	664	14	"					
		1000 for 15.15	310	"	"					
		1896 for 15.8	579	7	"					
		3000 for 14.15	870	"	"					
		4000 for 14.7	1138	28	"					
		1000 for 9.25	76	28	"	6155	7	"		
						26052	1	"		
		To Ballance for which I am Interest Bond this Day Executed and Lodged in Your hands a Pagoda Bond N.o 2 for 10,000 Pagodas				9567	41	"		
		Star Pag.s		35620	"	"			Star Pag.s	35620 " "

Fort S.t George 10.th Augt. 1776
Errors Excepted
pp Antonio De Souza

I Peter Walker Notary Public dwelling and Practising at Fort Saint George on the Coast of Coromandel on the East Indies do hereby Certify to those whom it may concern that the Annexed is a true and Exact Copy of a Certain Letter of Attorney this Day exhibited before me at My Office at Fort Saint George aforesaid In Faith and Testimony Whereof I the said Notary have hereunto Subscribed my Name and Affixed my Seal of Office at Fort Saint George this Ninth Day of August One Thousand Seven hundred and Eighty four

Peter Walker (L.S.)

Dr. Fort St. George 10th Augt 1784

Dr. Dansonne Drake Esqr. for Money Lent to Lieut. Samuel Drake

1775						1776			
April	25	To Cash Paid You by the Means of Mr. De Souza		3000	"	"	Oct.	16	By the Amount of a Bond & Interest due Cawas for Pags. 2500
	"	To Do. Do. Do.		2000	"	"			
May	15	To Do. Do. Do.		2000	"	"			By Interest thereon From 16 Oct. 1776 to 15 April 1783 are 6 Months & 29 Days @ 1000
June	9	To Do. Do. Do.		2000	"	"			
July	16	To Do. Do. 1000 " "							
		Do. Do. Pardoo					1776		
		Pags. 1000 "					Oct.	31	By Interest thereon From 16 April 1784 Three Days are 13 m. 5 d.
		Deduct Batta 17½ pr Ct. 100.6.	x 9636	1896	36	"			24 pr Ct. pr Annum
August	16	To Cash Paid You by Means of Do.		3000	"	"			
1776	25	To Do. Do. Do.		4000	"	"			
July	6	To Do. Do. Do.		1000	"	"			
				19896	36	"			
Oct.	31	To Account Interest on the following Sums from the respective Dates to this Day							
On Pags.		3000 for 18. 7.	1194 " "						
		2000 for 17. 26.	716 " 28 "						
		2000 for 17. 17.	702 " 28 "						
		2000 for 16. 22.	664 " 16 "						
		1000 for 15. 15.	210 " "						
		1896 for 15. 8.	579 " 7 "						
		3000 for 14. 15.	870 " "						
		4000 for 14. 7.	1138 " 28 "						
		1000 for 3. 25.	76 " 28 "	6155	7	"			
				26052	1	"			
		To Balance for which I am Interest Bond Slave Executed and Lodged in Your hand a Pagoda Bond. N. 2. for 10,000 Pagodas		9567	41	"			
		Pags.	35620	"	"				Pags. 35620 " "

Fort St. George 10th Augt 1776
Errors Excepted
pp Antonio De Souza

In the Cause of Nathaniel Barlow Administrator with the Will annexed to the Estate and Effects of Dawsonne Drake deceased by his Substituted Attorney Henry Alexander

Vers

Antonio De Souza

Antonio De Souza the above Named Defendant Maketh Oath and Saith that he heretofore had in his Possession an Original Account Current Signed by the said Dawsonne Drake and Acknowledged to be a true Account of the money lent by the said Dawsonne Drake to the said Sam Samat Dawla Commonly Called Kiroodeen Cawn and that the above is a true Copy of the Particular Sums on the debit and Credit Side and of the Interest on each Sum, and in every Respect a Copy thereof Save as to the Signature of Dawsonne Drake which this Deponent will remembers to have been Signed to the Original Account and this Deponent Saith that the above is taken from this Deponents Book of Accounts Wherein the Same was entred from the said Original Account

Sworn to Madras this 3th day of August 1784

Before Me

Edw. John Hollond Ald.

Antonio de Souza

S. Popham Attorney for the Defendant

Filed 10th Augt 1784

An Account Particular of Money Borrowed by Kiroodeen Cawn from Mr Dawsonne Drake by Means of Major Alexander and Mr Antonio De Souza

1774. Octr 16th Borrowed upon a Bond of Kiroodeen Cawn by Security of the said Major Alexander and Mr Antonio de Souza		25,000
Paid into Treasury of his Highness the Nabob	20,000	
Present to Mr Drake	1000	
Present to Major Alexander	1000	
The Amount Purchase of a House at St Thomeby the said Kiroodeen Cawn from Mr Drake	2600	
The Amount of an Order Given by Kiroodeen Cawn in favor of One Monsieur Dubois	400	
Besides the above Kiroodeen Cawn paid to the Dubash of Dawsonne Drake from his Own Pocket the Sum of	500	
	25,500	

Antonio de Souza

In the Cause of Nathaniel Barlow Administrator with the Will Annexed to the Estate and Effects of Dawsonne Drake Deceased by his Substituted Attorney Henry Alexander Vers Antonio De Souza

Antonio De Souza the above Named Defendant Maketh Oath and Saith that an Original Account in the Persian Language Whereof the above Appeareth to be a True Translation was delivered to this Deponent by the Order of the above Named Kiroodeen Cawn, and that he Verily

Verily believeth the same to Contain an exact Account of the Application of the Sum of Twenty five thousand Star Pagodas for which the above Named Henry Alexander and this Deponent Passed their Security to the above Named Dawsonne Drake for Account of the said Kiroodeen Cawn and that the Additioned Sum of Five hundred Pagodas was as this Deponent believes Paid by the said Kiroodeen Cawn to the Dubash of the said Dawsonne Drake as above Set forth

Antonio de Souza

Sworn at Madras
this 5th day of August 1784
Before Me
Edwd John Hollond
Aldn

S. Popham
Attorney for the Defendt

Mayor's Court at Madraspatnam } { Saturday the 6th Day of November Anno Domini 1784

Present

L.S.

Mr James Call Senior Alderman
Edward John Hollond — Edward Garrow
Philip Stowey — Robert Ewing and
George Savage — Aldermen

Mayor's Court

Between Nathaniel Barlow of Vizagapatam Esquire, Administrator With the Will Annexed to the Estate and Effects of Dawsonne Drake late of Fort Saint

Saint George Esquire Deceased by his Substituted Attorney Henry Alexander of the same place Esquire Complainant and Antonio De Souza of the same place Merchant Defendant

This Cause Coming on to be Heard and debated this Day in the presence of the Attornies on both Sides on Reading the Complainants Bill with Copy of an Account Current Copy of a Mortgage Deed and Power of Attorney Annexed. The Defendants Plea and Answer with Copies of Four Accounts Marked N. 1. 2. 3. 4 Annexed. The Replication, the Rejoinder. the Interrogatories and Depositions on the Part of the Defendant with Two Exhibits Marked A. and B. Annexed Two Exhibits on the of the Defendant On Hearing the Pleading made use of by the Attornies on Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just Sum of Eight thousand Nine hundred and thirty two Star Pagodas Twenty One fanams and Seventy Cash (Star Pagodas 8932. 21. 70.) together with such Interest as now is or shall hereafter become untill full Payment is made also all Costs of this Suit

Ex Cur

Court of Appeals at Madraspatnam } Ss Monday 31st Day of January Anno Domini 1785

Between Antonio De Souza of Fort Saint George Merchant Appellant and Nathaniel Barlow of Vizagapatam Esqr Administrator with the Will Annexed to the Estate and Effects of Dawsonne Drake late of Fort Saint George Esqr by his Substituted Attorney Henry Alexander of the same Place Esqr Respondent

This Cause Coming on this day to be heard and Debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayor's Court together with the Order and Decree of the said Court given in this Cause on Saturday the 6th Day of November Anno Domini 1784 upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments Used by the Attornies on both Sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honble the Mayor's Court do Stand Affirmed with Costs to be paid by the Appellant and that the Mortgaged Premises alone be held Answerable to Satisfy both Debt and Costs

Pr Cur Chas Freeman Clk

Filed 8th July 1783

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Arthure Sinclair of Masulipatam but at present of Fort St George on the Court of Coromandel Surgeon and in the Service of the Honble the United English East India Company that Whereas James Hodges of Masulipatam Esquire did sometime on or about the Month of September in the Year of Our Lord 1775, Enter into, and give unto Your Orator, Two several Bonds, or Obligations bearing Date the 30th Day of the Said Month of September in the aforesaid Year, the one being in the Penalty of Eight Hundred and Sixty Pounds Sterling Conditioned for the Payment of Four Hundred and thirty Pounds Sterling by the said James Hodges unto Your Orator by three different Payments, Namely, one third Annually to run at no Interest. And the other of the said Bonds in the Penalty of Nine thousand five hundred and Fifty five Pounds thirteen Shillings and three Pence Sterling, Conditioned for the Payment of Four thousand Seven Hundred and Seventy Pounds, Sixteen Shillings, and seven Pence and an half by the said James Hodges unto Your Orator, with an Interest at 5 pr Cent both Principal and Interest, to be paid to Your Orator or his Order in London, the Principal at the Expiration of three Years, and the Interest Annually. These Bonds Your Orator sheweth, he transmitted to Your Orator's Attorney in London being at that time Alexander Wynch Esquire formerly Governor of Fort St George, but since deceased, enclosed in an Address under date the 8th Day of February in the Year of Our Lord 1776 in which Your Orator informed the said Alexander Wynch, that the aforementioned James Hodges, requested of Your Orator to permit him to Pay the first Years Interest in India, and that the Remainder would be paid by the said James Hodges Attornies in London to the said Alexander

Alexander Hyndes and Stephen Briggs, Your Orator Advising the said
Alexander Hyndes of Your Orators Transferring Two Thousand Pounds
Sterling to Francis Lourdan Esq.r the Interest of which for One Year, Your Orator
Was to pay him at Madras. Your Orator further sheweth, that soon after the
Your Orators Instructions, the said Alexander Hyndes left India and
Arrived in England the latter End of the Year 1776 but as Stephen Briggs
One of Your Orators Attorneys being then and ever since Resident at a
Distance from London Your Orator took upon himself the whole Business
of Your Orators Business, as Your Orators Attorney and in Consequence
thereof on the 14th Day of October in the Year of Our Lord 1777 the said
Alexander Hyndes Received of Mr. Martin Robertson the Attorney of
the aforementioned James Hodges in London for the Use of and as the
Acting Attorney to Your Orator, the following Sums Viz.t Three Quarters
of the Bond for Four Hundred and Eighty Pounds Two Hundred and
Eighty Six Pounds Thirteen Shillings and Four Pence One Year Interest
Bond for Three and Seven Hundred and Seventy seven Pounds Sixteen
Shillings and Seven Pence and an half, Two Hundred and Thirty eight
Pounds Seventeen Shillings and nine Pence Sum total Four Hundred
and Twenty five Pounds Eleven Shillings and One Penny Your Orator
further Sheweth that he was by sundry Letters Received from his said
Attorney Alexander Hyndes informed that he said Attorney was not
able to get any more Money from the said James Hodges Attorney in
England on Account of the said Bond for four Thousand Seven hundred
and Seventy seven Pounds Sixteen Shillings and seven Pence and an
half then at that Time became due. Your Orator further sheweth that
upon receiving this Information and sundry Letters from his said Attorney
requesting the Non payment of the said Bond for four Thousand Seven
Hundred and Seventy Seven Pounds Sixteen Shillings and Seven Pence and
an half Your Orator was under the Necessity of [illegible]

aforementioned James Hodges to Oblige them to come to some Reasonable Means
of Securing to Your Orator the Payment of the aforementioned Bond Your Orator
did some time in the Month of January or February in the Year of Our Lord 1779
Enter into some Engagement to and with the said James Hodges Relative to the
Discharge of the aforementioned Bond of the said James Hodges to Your Orator,
Your Orator did immediately or soon after Transmit the Particulars of such
Agreement by a Letter under Date Ellore 23rd February 1779 in the following
Words, Viz.t "I have been duly honored with Your Letter of the 5th of November
"1778 and that of the 4th of June last, By the former I learn that You have
"received One Years Interest on Mr. Hodges Bond for four Thousand seven
"Hundred and Seventy seven Pounds Sixteen Shillings and seven Pence and
"a half, and two Moities of the Bond for four Hundred and Sixty Pounds
"amounting in all to five Hundred and Twenty four Pounds Eleven Shillings
"and one Penny Farthing as Cause to be satisfied on Mr. Mr. Hodges Conduct in
"the whole of the Transaction, and nothing to Intend by so far Payment of the
"Bond, but for the Chance of his making a Remittance in Specie Bills or
"Anything of the Sum I hold on this Bond for the Interest Accruing thereon
Judicial I have deemed the Latter the most secure, and have therefore
Commenced to Recovery Proceedings at Madras, with the Interest due on
it from 1st October 1777 to the 31st December 1778. Mr. Hodges engaging
to bear the Risk of remitting to England this My Share, and Jemmy Last
have agreed to remit to them with an Order on You and Mr. Briggs to Pay
to his Attorney whatever Sums of Money they may have paid to Your
either Principal or Interest being a Part or a Whole of my Share on his
Bond except only One Years Interest on this Bond for £777. 16. 7½,
and two Moities of this Bond for £430 the other Moity having been
Paid down by Mr. Hodges at Masulipatam and the said Bond for £430. 10
to be delivered to his Attorney. Mr. Lourdan writes me that he has come

E

" to an Agreement with Mr. Hodges for the Payment of his Proper Charges of the
" Bond and that Hee was Lawfully Intitled You to pay to his Attorney whatever
" Proportion of his Share You may have Received, But untill by Attorney
" at Madras, Advertence of Their making You Acquittance of my Share of the
" Bond, and that at the Risk and Charge of Mr. Hodges, Shall Consider
" the Cash he has paid Due at Madras, merely as a Deposit Consequently
" I cannot give up His Right & Holden his Bond until Direct Remittance
" is Actually made. Mr. Hodges wishes to make me believe that his Bond
" Was discharged by his Attorneys when it Became due, or shortly after, but
" I have good Reasons for thinking otherwise and I doubt not but that
" I will by the first Ships, have this Bond some Returned Protested. Now
Your Orator sheweth, that he has since sent or Shipped Discharges the said James
Hodges from the Payment of the said Bond, pursuant to the Terms
and Condition thereof, but notwithstanding the Premises, Your Orator humbly
Right to the said Bond, and that whatever Sums of Money the said
James Hodges paid Your Orator at Madras, Your Orator Considered
it only as monies Deposited, until the said James Hodges had Actually
Made the Remittance towards the Discharge of the said Bond
Your Orator further Shewth, that with their Letter, Your Orator sent
enclosed the following as an Order to the said Attorneys Viz.t To Messrs.
Alexander Wynch, and Hyslop Brigg Esquires Gentlemen. Mr. James
Hodges of Masulipatam, having paid Sterling Pagodas the Sum of
£2777.16.7½ Sterling with Interest on that Sum from the 1st. Octo.
1777 to 31st. December 1778 at the Rate of 3 p.Cent p. Annum on the
Principal Sum of £2777.16.7½ with the Interest as specified as
above, he has bound himself to be at the Risk of Remitting to You my
Account on the Condition that I my Part do order and direct You my
Attorneys, and which I Do now do to pay to him Mr. Hodges Attorneys
What Sum Sums of Money they May have paid to You on Account of the

" Share & Holden this Bond being Pagodas 2777.16.7½ excepting One Years
" Interest on this Bond for £2777.16.7½ Amounting to £232.17.9 and
" Two Masters of this Bond for £450. being £286.13.4. the other Moity
" being paid Sterling Per Lydia by Mr. Hodges, the said Bond for £450. is to
" be Delivered up to his Attorneys Lane & Co.a. Arthur Sinclair Ellens & Co.
" 22.d 1779 Your Orator further Shewth that sometime on or about the
Middle of the Month of March in the Year of Our Lord 1779 Your
Orator's Attorneys Messrs. William Dobby and John Balfour then
of Madras, did on Your Orator's Account Address themselves to Your
Orators Attorneys in England, and enclosed a Bill of Exchange for
Two Thousand Nine Hundred and Fifty Pounds, Eleven Shillings and
three Pence Sterling, the Exact Amount of the aforementioned Sum of
Two Thousand Seven Hundred and Seventy Seven Pounds, Sixteen
Shillings, and seven Pence and a half, and Interest, for which Bill Your
Orator begs Leave to set forth a Copy Viz.t £2950.0.0
" Twelve Months after Sight of this my First Bill of Exchange, my Second
" and Third of this same Tenor and Date not being paid, please to pay
" or cause to be paid to Mr. James Hodges, or his Order, the Sum of Two
" Thousand Nine Hundred and Fifty Pounds, Eleven Shillings and
" three Pence Sterling, for Value Received here and place the same to my
" Account as p. Advice from Gentlemen Your Most Obedient Humble
Serv.t and George Lindsay To Messrs. Walpole Clarke Bonnor and Bell,
Bankers Lombard Street London Dated Fort Saint George 10.th March
1779 Your Orator further Shewth that on this Bill the following Endor
sement Viz.t Please to pay the Contents to Alexander Wynch and
Hyslop Brigg Esq.rs or their Order and Account of Mr. Arthur Sinclair
for Value Received here James Hodges Your Orator further Shewth
that upon Receipt of the said Bill and England, Your Orator's Attorney
Alexander

Alexander Wynch to Accept and Answer the same to the said Messrs. Walpole Clarke Bourne and Pott for Acceptance and by them refused whereupon Your Orators Attorney caused the same to be Noted and Protested for Non Acceptance in due Manner and form as appears by a Copy of such Protest Marked A. N. 1. hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be taken as Part and Parcel of this Your Orators Bill of Complaint. Your Orator further Shews that this Circumstance of the Non Acceptance was communicated by the said Alexander Wynch soon after not only to Your Orator but to the said James Hodges, Attorney in London, being Mrs. Hodges and Mr. Martin Robertson Your Orator further Shews that about Twenty days in the Year 1780 Your Orators said Attorney Alexander Wynch had Transactions and Dealings with the said Mrs. Hodges and Martin Robertson on Account of the Bond given by James Hodges to Your Orator so far as concerned the Projection of Francis Lourdan who received the Sum of One Thousand five Hundred Pounds from James Hodges said Attorneys through the Hands of Your Orators Attorney in London Your Orator further shews that the Drawer of the said Bill of Exchange being George Lord Viscount Lake of Lake in Surrey and Earl of Lake in England and Baron Wallscourt in Ireland and Commander in Chief of the Forces in the East Indies was not at the time of the Non Acceptance in England nor did he arrive there till some time in December 1780 a short time before the said Bill became due being the Ninth Day of January in the Year 1781 at which time Your Orator shews that Your Orators Attorney the aforementioned Alexander Wynch represented the said Bill for Payment unto the aforementioned Messrs. Walpole Clarke Bourne and Pott and was by them refused whereupon Your Orators said Attorney was under the Necessity of having the said Bill protested for Non Payment in manner and form as set forth and required in the Copy thereof Marked B. N. 2 hereunto Annexed for the Inspection of this Honble Court and whereto Your

Your Orator prays may be taken as Part and Parcel of this Your Orators Bill of Complaint. Your Orator further Shews that soon after the Arrival of the said George Lord Viscount Lake in London a proposition was Made by the said George Lord Viscount Lake by the said Messrs. Walpole Clarke Bourne and Pott for Viscount Lake to take to Cause Account to the several Creditors of the said George Lord Viscount Lake and to Accept from him a Security on the Assets of the said George Lord Viscount Lake and to Accept from him a Payment of a Certain Sum equal to a Dividend of Twenty four p Cent. on their respective Demands and to pay the Remainder by Instalments which Proposal of the said George Lord Viscount Lake Your Orator shews that the several Creditors of the said George Lord Viscount Lake acceded to at a Meeting held in London for that Purpose among which Creditors was a Merchant in London of the Name of Robertson who Attended as an Attorney for the said James Hodges and Consented to this Dividend of Twenty four p Cent being made to Your Orators Attorney Alexander Wynch and thereupon the aforementioned Messrs. Walpole Clarke Bourne and Pott on the twelfth Day of January in the Year 1781 paid to the said Alexander Wynch as Attorney to Your Orator the Sum of seven Hundred and Thirty seven Pounds Twelve Shillings and Nine Pence being Twenty four p Cent on the said Sum of Three Thousand Nine Hundred and Fifty Pounds Eleven Shillings and Three Pence the whole of this Transaction the Attorneys for the said James Hodges or One of them was and were privy and consenting to as Your Orator shews and hath been informed. Your Orator further Shews that on being informed of the Protest being made for Non Acceptance of the Bill in Question Your Orator on the 6th Day of September in the Year 1780 sent the following Address to Your Orators Attorney Alexander Wynch Esqr. Sir I have had the Honor to receive Your Letter of the 5th January Inst. wherein You inform me that the Bill of Exchange for £2950 0 0 Cent which was drawn by my Attorneys Messrs. Dobbyn & Ballard has

"has been Noted for Non Acceptance, but as Mr George Smith the Drawer of
"the Bill has had a considerable Sum of Money Remitted Home from India
"India by the Way of Lisbon, I hope the Bill will be honored when it becomes due,
"should it not be so, it will then be necessary, to have it protested, and the Protest
"Sent to me, that I may have Recourse on Mr Hodges," Here Your Orator sheweth
he never lost Sight of the said James Hodges Bond, as meaning to have
Recourse against him, upon the said Obligation, According to the Tenor of
the Obligation, Your Orator further sheweth, that some time in the Month
of May in the Year 1781. Your Orator's Attorney Alexander Wynch
departed this Life leaving Executors who delivered over all the Papers,
and Writings of Your Orator, unto the Order of Stephen Briggs, Your
Orator's Surviving Attorney; Your Orator further sheweth that after the
Dividend of Twenty five ℘ Cent so made by the said George Smith, he
the said George Smith failed in his said Engagements, to and with
his several Creditors Whereupon Your Orator sheweth that on the 25th Day
of March in the Year 1782. Your Orator's Attorney Stephen Briggs by
the Means of John Pasley of London Esqr his Agent tendered the Bill
in Question to the House of Messrs Walpole, Clarke, Bourne and Pott for
Payment of the Remainder due on the said Bill, with the Interest due
and the Charges incurred thereon, which Your Orator sheweth were
also Refused, by reason of the Bankruptcy of the said George Smith and
thereupon Your Orator's said Attorney by the Means aforesaid did cause
the said Bill, to be protested in Manner and Form as recited in the Copy
Marked C. No. 3. of the said Original Protest 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 Your
Orator further sheweth, that by a Letter from London, under date the 13th

Day of July 1782, Your Orator was furnished with the several Original
Protests, as before mentioned, and in Consequence thereof some time in the
Month of April in the present Year of Our Lord 1783 Applied unto the
Said James Hodges, who was then at that time, as well as Your Orator,
residing at Masulipatam, and informed him the said James Hodges,
of the Particulars, desiring him at the same time to Accomodate the
Matters to and with Your Orator, in an amicable Manner, which he
the said James Hodges refused, which occasioned Your Orator to apply
again Officially under date the third or fourth of June in the Present
Year, for to take up these Protests pursuant to his the said James Hodges,
Endorsement on the Bill of Exchange in Question by Payment of the
Remainder Principal, Interest Exchange, Reexchange, Costs and Charges
unto Your Orator; to which Official Application, Your Orator sheweth,
Your Orator received in Writing from the Attorney at Law of the said
James Hodges, an Answer in Manner and Form following "Charles
"Bromley Esqr Sr Jam instructed by Mr James Hodges to Acknowledge
"the Receipt of Your Lre of the 3d of this Month, respecting three several
"Protests made for Non Payment of a Bill of Exchange drawn by
"George Smith for £ 2950. 11. 3. and to inform You that Mr James
"Hodges has nothing to do in the Business Jam Sr Your Obedt Servt
"S. Popham. Madras June 24th 1783" the Original whereof is ready
to be produced to this Honble Court, when thereto required, Your Orator
further sheweth, that there is now due and owing unto Your Orator from
the said James Hodges, besides Interest Costs and Charges the Principal
Sum of Five thousand five hundred and thirty two Pagodas thirteen
Fanams and Ten Cash making in Sterling Money of Great
Britain after the Rate of Eight Shillings for every Pagoda the Sum of Two
Thousand Two Hundred and Twelve Pounds, Eighteen Shillings and
Six

Six Pence which Your Orator Charges ought to have been paid to Your Orator at the time Your Orator in a friendly and amicable Manner Requested Payment.

But now so it is and may it please this Honble Court the said James Hodges Obstinately, and wilfully Refuses, to give Your Orator, any Manner of Satisfaction, Touching the Premises Pretending that he is not in any Shape bound, to make good the Remainder of the Money due on the Bill in Question, to Your Orator Because that Your Orator, or his Attorney Alexander Wynch, had been the Sole Occasion of the said Bill not being Advised in time, so as to enable him to secure himself, Your Orator's Attorney the said Alexander Wynch giving a Longer Credit to the said George Smith for the Payment of the Bill than was warranted by the Tenor thereof, as any further Credit given thereto, was at the Risk and Expence of Your Orator, who the said James Hodges pretends was and is bound by the Act and Deed of the said Alexander Wynch, and of Course, that he the said James Hodges, was discharged from any further Responsibility at the time the said Alexander Wynch extended the time of Payment, or gave further Credit to the said George Smith, Your Orator allows this Mode of Reasoning to hold good, were there was a Credit Simply, and unconditionally extended, But Your Orator Charges that the Circumstances, Attending the furtherance of the Credit to the said George Smith, differed widely from the Common Run of Business, whereby, an Indorser of Note or Bill is Discharged, for the extending of the Credit of the Bill, as also the Drawer thereof was done by the Consent of the said James Hodges's Attorney Martin Robertson, and by the Aid and Assistance of whom, the said Protested Bill for Non Acceptance and Non Payment, were Kept and detained in England, to Assist the said James Hodges towards the Discharging of

this said Bill, but likewise that it might discharge him from his aforementioned Original Obligation, as the said Bill was given in Consequence thereof under the express Condition, that Your Orator, "Was to run no Risk of the Remittance to Europe" as Your Orator hath been before disappointed, by the said James Hodges, in not discharging his Bond in Europe, to Your Orator's Attorney, by which Your Orator sustained a heavy Loss, and a great Disappointment, It becoming as Your Orator Charges, a stronger Tie and Duty of the said James Hodges, to See Your Orator was not defeated in the Receipt of the Amount Principal and Interest due on his Bond to Your Orator, of Course Your Orator Charges it was an indispensible duty of the said James Hodges, to see his Bond taken up by the Payment of the Bill in Question, and Your Orator Charges that the Credit given to the said George Smith further than the Bill or Draft allowed, was by the said Attorney of the said James Hodges deemed as is evident, in favour of the said James Hodges, as he the Attorney had no other Assets or Resources in Europe, sufficient to discharge the said James Hodges Bond, for which the Bill in Question was drawn, and upon Payment whereof, the said Bond was to be delivered up to the said James Hodges Attorney, Your Orator further Charges, that the said James Hodges Pretends that Your Orator's Attorney, Alexander Wynch's, Actings, and Doings in the Business of the Bill in Question, was entirely binding on Your Orator, as if Your Orator was Actually on the Spot, and a total Discharge to him the said James Hodges, which Your Orator Charges, is wrong, because it Appears from Many Letters sent by the said Alexander Wynch to Your Orator that the Attorney and Attornies of the said James Hodges in London were Applied to, and made Acquainted, by the said Alexander Wynch of the Non Acceptance, and Non Payment of the Bill in Question, and were also

also Apprized of the several Protests made on the same, and in Proof how far
Circumstanced the said James Hodges was, in this Negociation, that soon
after the Death of the said Alexander Lynch, Your Orators Attorney, that
Stephen Briggs who previous to such Decease, Resided in the Country remote
from London, deemed it necessary for the Interest of Your Orator, to come to
London and Enquire into the Particulars, Relative to the Bill in Question,
When upon Application made by him in Writing, to the aforementioned
George Lewis Esq.r the Drawer of the said Bill, who returned an Answer in
Writing, under date the 7.th January 1782 To the following Purport Viz.t
"Stephen Briggs Esq.r Dear Sir I am sorry it will give You Concern to learn
"from me that my Losses and Disappointments Have ever with stood
"My Remittances, put it out of my Power to make at this Time any further
"Payment on my Engagements, and I have by some means been much prejudiced
"in Making partial Arrangements that I have been under the Necessity lately
"of Calling my Creditors together and laying a State of my Affairs before them
"this I did on the 28.th Ultimo, and Mr. Robertson Attended the Meeting for
"Mr. Hodges, who by my Non Payment of my Bill to that Gentleman thought
"it right to Appear as his Attorney I am and with great Regard D.r Sir Your
"Most Obed.t Humble Servt George Lewis Esq.r Upper Harley Street Your Orator
Charges, that from this Intelligence, now in Your Orators Possession it is
Evident that the said Mr. Robertson as the Attorney of James Hodges, did
Accept the said James Hodges as Responsible Person, and to his Endorsement,
on the said Bill, and by such his Attendance at the aforementioned Meeting,
he has Entered to the said James Hodges, a Right upon all Occasions when
and wheresoever, the Affairs of the said George Lewis Esq.r came under Consider-
ation to Attend and Act. And Your Orator does further Charge, that from a
Letter he Received from Alexander Wynch, in this Last Time Your Orator is
Induced to Imagine that the Attorney, and Attornies of the said James
Hodges, was and were Assenting, and was and were the Cause of the Bill in

Question, not being Returned to London sooner, for Acceptance on the said
James Hodges, the Endorser, the Cause of the said several Protests, as mentioned
Out, and of which Notice has been duly given to the said James Hodges, was
to enable the said James Hodges, to seize, and sequester, such Estate and
Effects, as could be found belonging unto the said George Lewis the Drawer,
and this done through the Advice and Opinion of the said James Hodges's
Attornies in London Your Orator further Charges, that the said James
Hodges, pretends, that his Responsibility respecting the Endorsement
is over, as no Notice was given him of the Protest for Non Acceptance,
and Non Payment, and that Your Orator took upon himself to allow
the said George Lewis, after Time the Payment of the Your Orator
Charges, is wrong, because no Notice of Non Acceptance and Non Payment
was given to the said James Hodges, through the Means of his Attorney
Alexander Wynch, who was instructed together with Mr. Hodges
Partner in London, the Wife of the said James Hodges, and one of his
Joint Attornies, as Your Orators Attorney Alexander Wynch Advised
Your Orator) to take up the Bond of the said James Hodges, then and
Now in the Hands of Your Orators Attorneys in London, as soon as
the Bill in Question was paid Your Orator further Charging that
the said Attornies of the said James Hodges deeming it unadvisable
sent, to detain the several Protests, in London, and Order to Aid and
Assist him, her or them, to get what they could for the Benefit
of the said James Hodges, and to discharge his Obligation or Bond
to Your Orator, as far as the said James Hodges Attornies could do; Your
Orator further charging that his Attorney Alexander Wynch, Protest for
Non Acceptance, and Protesting for Non Payment were regular in due
Order of Time, the Notice given to the Attornies of the said James Hodges of
the several Transactions, the Attendance and Meeting of the Attorney of
the said James Hodges, along with the several Creditors of the said George
Lewis

Smith, who in his Letter to Stephen Briggs, charges the said James Hodges, as one of his Creditors, and pointedly shews how the said James Hodges became so expressly pointing out the Bill in Question to be the Cause of Martin Robertson, Attending at the several Meetings, as the Attorney of the said James Hodges, all which Your Orator charges, binds the said James Hodges to Your Orator pursuant to the Endorsement, from which he the said James Hodges, has in no Shape whatever been discharged, but on the Contrary by the Means of his Attorney, and Attornies in London kept Responsible, as Endorser of the said Bill Your Orator further Charges that the said James Hodges, cannot in any Manner or Sort shew, that any Act or Deed, or any pretended Omission of the aforementioned Alexander Wynch in his Life time, Respecting the Bill in Question, can be set up in Competition with the said James Hodges's Endorsement for Your Orator Charges, that had the Behaviour of the said Alexander Wynch, amounted to a Discharge of the said James Hodges, his Attornies in London, would of Course and had a Right to compel, Your Orator's Attorney, by a Bill in Equity, to deliver up the said James Hodges Bond in Your Orator's said Attorneys Hands, but which the said James Hodges's Attornies deemed as inconsistent, so long as the Bill of George Smith remained unpaid, All which Actings and Doings of the said James Hodges and his Attornies, are contrary to Equity, and good Conscience, and tend to the Manifest Wrong and Injury of Your Orator To the End therefore that the said James Hodges, may true, full and perfect Answer make to all and Singular the Premises, as if the same were here again repeated and More fully Interrogated, and more especially that the said James Hodges May distinctly Answer hereto not only to his own knowledge but to the best of his Belief May Set forth Whether he did not on the Day and Year

Year aforementioned Enter into and give one or more Bonds or Obligations unto Your Orator for two distinct and seperate Sums of Money to be paid in England, as herein before is and are set forth and Whether the same Was discharged in whole or in Part, pursuant to the Tenor of the said Obligations, and if not, for why not, And Whether Your Orator did Not, and at what time Apprize the said James Hodges of such Bonds or Obligations not being discharged in full And Whether Your Orator, did not make known unto the said James Hodges, the great Inconvenience it was to Your Orator and his Affairs by reason and Means of such Non Payment, and whether he the said James Hodges did or did not Propose some certain Mode of Payment to Your Orator by a Bill of Exchange in London, and if Your Orator did not Accept of such Offer, And Wither certain Bills of Exchange were not drawn by the aforementioned George Smith, and by him the said James Hodges Endorsed over unto Your Orators said Attornies Alexander Wynch and Stephen Briggs for Account of Your Orator And whether the same was or were not tendered on the Person in London on whom the same were drawn in due time and by such Persons refused Acceptance and the Bill Noted and Protested, in due form as is hereunto Annexed, And Whether the said James Hodges does or does not and has been informed that the said Protest for Non Acceptance was made known to the said James Hodges's Attornies or One of them and which of them, in London, And Whereas he the said James Hodges does not know, and has been informed of a Tender being made to the Persons on whom the said Bill was drawn for Payment, and that the Same was refused, And Whether the Protest, a Copy of which is hereunto Annexed, was not made in due Order and time, And Whether he the said James Hodges, does not know or has been informed and does

does believe that his the said James Hodges Attorney and Attorneys
of them, and which of them, was or were not informed thereof and
to the same; And whether they did not Advise and make known
said James Hodges the Particulars of such Refusal to pay, and when
how often, and by what means And whether the said James Hodges
does not know that soon after the Protest for Non Payment was made
Your Orator's said Attorney Alexander Wynch Lundoy Meetings
held in some Part of the City of London, by and between the Creditors
Representatives of Creditors of the aforesaid George Smith to take into
deration the Affairs of the said George Smith; And whether the
James Hodges has not heard and been informed, that some One of
said James Hodges, Attorney Attended at some or One or more of
General Meetings, and whether such Attendance was not for
Proper Account of him the said James Hodges or whom else, And
such Attendance was not in Consequence of the Bill of Exchange
Question or how otherwise; And whether the said Alexander Wynch
Orator's said Attorney receiving the twenty five p Cent on the said
was or was not in Consequence of the Advice and Assent of One or
the said James Hodges's Attornies in London, And whether the said
Hodges has or has not been informed of such Particulars from his
Attornies or One of them, And Whether any and what steps
take by the said James Hodges's Attornies or One of them to Compell
Alexander Wynch in his Life time, and after his Decease Stephen
Your Orator's Surviving Attorney, for to deliver up the Several
or Obligations so given by the said James Hodges to Your Orator
in London, and if not that the said James Hodges may set forth
and Sufficient Reasons for why his said Attorney and Attorneys
Not Compell the Delivering up of the

And that he the said James Hodges may be Decreed to pay unto Your Orator
the said Principal Sum of Five thousand five Hundred and thirty two Pag^s
thirteen Fanams and Ten Cash, with all such Interests as now is or shall
hereafter grow due thereon, with all Costs of Suit and such further and other
Relief in the Premises as to this Honble Court shall Seem Meet —

May it Please this Honble Court to Cause the said
James Hodges to be Summoned, and Required by the Sheriff of Fortlaint
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 to 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
Attorney for the Complainant

Copies of three several Protests to which the within Bill of Complaint refers —

£2950.11.3^d

Fort St. George 10th March 1779.

Gentlemen

At twelve Months Sight of this my first Bill of
Exchange (my second and third of the same Tenor and Date not being
Paid) Please to pay or cause to be paid to Mr. James Hodges or his Order —
the Sum of Two thousand Nine Hundred and Fifty Pounds, Eleven —
Shillings and three Pence Sterling for Value Received here, and Place the
same

Same to my Account as pr. Advice from

Gentlemen

Your Most Obedt. Hble. Servant

George Smith

To

Messrs. Walpole, Clark, Bourne & Pott

Bankers Lombard Street

London

Endd. please to pay the Contents to Alexander Wynch and Stephen Briggs Esqrs. or their Order on Account of Mr. Arthur Sinclair for Value Received here. James Hodges, Ar. Wynch, Stephen Briggs.

On this Day the third of January One Thousand seven hundred and Eighty at the Request of Robert & Franc. Gorlings Esqrs. of London Bankers. I William Gibson Notary Publick by Royal Authority duly Admitted and Sworn dwelling in London, did exhibit the Original Bill of Exchange whereof a true Copy is on the other Side Written to Messrs. Walpole, Clark Bourne, and Pott, on whom the Same is drawn and demanding Acceptance thereof, whereunto they gave for Answer that they would not Accept the said Bill for want of Orders

Whereupon I the said Notary at the Request aforesaid have and do hereby Solemnly Protest as well against the Drawer of the Said Bill of Exchange, as all others whom it may Concern for Exchange Reexchange and all Costs Charges and Damages and Interests Suffered and to be Suffered for Want of Acceptance of the said Bill of Exchange Thus done and Protested in London aforesaid in the Presence of John Mead and Robert Johnston

Witnesses

N. S.

Quorum Veritatem Attestor

(Signed) Wm. Gibson Nt. Pub.

Fort St. George 10th March 1779

£2950.11.3

Gentlemen

At Twelve Months Sight of this my first Bill of Exchange (my second and third of the same Tenor and Date not being paid) please to pay or cause to be paid to Mr. James Hodges, or his Order the Sum of Two thousand Nine Hundred and Fifty Pounds, Eleven Shillings and three Pence Sterling for Value Received here, and place the same to my Account as pr. Advice from

Gentlemen

Your Most Obedt. Humble Servant

George Smith

To

Messrs. Walpole, Clark Bourne & Pott

Bankers Lombard Street

London

End please to pay the Contents to Alexander Wynch, and Stephen Briggs Esqrs. or their Order on Account of Mr. Arthur Sinclair for Value Received here James Hodges Ar. Wynch Stephen Briggs

On this Day the Sixth of January, One Thousand Seven hundred and Eighty One, at the Request of Robt. & Franc. Gosling Esqrs. of London Bankers, I William Gibson Notary Publick by Royal Authority duly Admitted, and Sworn dwelling in London did exhibit the Original Bill of Exchange, whereof a true Copy is on the other Side written to a Clerk at the Office of Messrs. Walpole Clark Bourne, and Pott, on Whom the same is drawn, and demanding Payment of its Contents (the limitted time being expired since its first Presentation by me the said Notary) whereunto he gave for Answer that he knew the Said Messrs. Walpole, Clark, Bourne and Pott would not pay the Said Bill at Present

Whereupon I the said Notary at the Request afore

aforesaid, have and do hereby solemnly protest as well against the Drawer of the said Bill of Exchange as all others whom it may concern for Exchange Re Exchange, and all Costs Charges Damages, and Interests suffered and to be suffered for want of Payment of the said Bill of Exchange Thus done and Protested in London as aforesaid in the Presence of John Mead and Robert Johnston Witnesses

(N.S.)

Quorum Veritatem Attestor

(Signed) Wm Gibson Notry Pub. 1781

(Copy) Chas Bromley

Attry for the Compl.t

Fort St George 10th March 1779

£2950.11.3.

Gentlemen

At Twelve Months Sight of this my first Bill of Exchange (my second and third of the same Tenor and Date not being paid) Please to pay or cause to pay to Mr James Hodges or his Order the Sum of two thousand Nine hundred, and Fifty Pounds Eleven Shillings and three Pence Sterling for Vallue received her, and place the same to my Account as pr Advice from

Gentlemen

Your Most Obedt Hble Servant

George Smith

To Messrs Walpole, Clark, Bourne and Pott

Bankers Lombard Street

London

1st End

Please to pay the Contents to Alexander Wynch and Stephen Briggs Esqrs or their Order, on Account of Mr Arthur Sinclair for Value received here Ar Wynch Stephen Briggs

James Hodges

Received the 10th Jany 1781 of George Smith Esqr pr the Hands of Messrs Walpole, Clark Bourne and Pott Seven Hundred and thirty Seven Pounds 12/9 being 25 pr Cent on his Bill of Two thousand Nine Hundred and Fifty Pounds 11/3 due 6th Instant for which we have given another Receipt of this Tenor and Date £737.12.9. being 25 pr Cent on £2950.11.3.

(Signed) Robt & Frs Gosling

On this Day the Twenty fifth of March One thousand Seven Hundred and Eighty two, at the Request of John Pasley Esqr of London I William Gibson Notary Publick by Royal Authority duly Admitted and Sworn dwelling in London, did exhibit the Original Bill of Exchange, whereof a true Copy is on the other Side Written to a Clerk at the Office of Messrs Walpole Clark, Bourne and Pott on whom the same is drawn, and demanding Payment of the remaining Part of the said Bill being for Two Thousand Two Hundred and Twelve Pounds, Eighteen Shillings, and Six Pence Sterling, with Interest and Charges, whereunto he gave for Answer that he knew the said Messrs Walpole Clark Bourne and Pott, would not pay the remaining Part of the said Bill with Interest and Charges, the Drawer being a Bankrupt

Whereupon I the said Notary at the Request aforesaid have and do hereby solemnly protest as well against the Drawer of the said Bill of Exchange, and all others whom it may concern for Exchange Re Exchange, and all Costs Charges and Damages and Interests suffered, and to be suffered for want of Payment of the remaining Part of the said Bill of Exchange, Thus done and protested in London aforesaid in the Presence of John Mead and Robert Johnston Witnesses

Quorum Veritatem Attestor

(N.S.)

(Signed)

[Signed] Wm Gibson Notry Pub 1782

Town Copies Chas Bromley
Attorney for the Complt

Feb. 12th Oct. 1783

The Plea and Answer of James Hodges of Mansfield and Thos Bellows Plaintiff of Arthur Sinclair of the same Place Defendant

This Defendant by Protestation not confessing or Acknowledging all or any of the matters and things in the Complainants said Bill of Complaint to be true in such manner and form as the same are therein set forth and Desired and Put for the Better Part Thereof to Answer and for Plea he this Defendant Saith that it appeared of the Complainants own shewing in and by his said Bill of Complaint that the Cause of the Complainants Bill is to recover the Ballance due on a Certain Bill of Exchange bearing Date at Fort Saint George the Tenth day of March which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Nine and drawn by George Smith Esqr on Messrs Walpole Clarke Bourne and Pott for the Sum of Pounds Sterling Two Thousand Nine Hundred and fifty Eleven Shillings Three Pence Payable at Twelve Months Sight to the Order of this Defendant and by this Defendant Indorsed to the Order of Alexander Wynch and Stephen Bragge for Account of the Complainant. And this Defendant Saith that it Appears on the Face of the said Bill of Complaint that the said Bill of Exchange became due on the Sixth day of January which was in the Year of Our Lord One Thousand Seven

Hundred and Eighty One and was on that same day Presented for Payment and on Payment thereof being Refused that the same was protested for Non Payment According to the Custom in like cases Said it further appears that on the Tenth day of the said Month of January Robert and Francis Gosling did at the Request and by the Directions of Thos and Alexander Wynch Acting for the said Complainant Accept and Answer from Messrs Walpole Clarke Bourne and Pott the Sum of Pounds Sterling Seven Hundred and Thirty Seven Pounds Twelve Shillings and Nine Pence being Twenty four per Cent on the Amount of the said Bills of Exchange which said Sum of Pounds Sterling Seven Hundred and Thirty Seven Twelve Shillings and Nine Pence Appears to have been Received without the Knowledge Privity Concurrence or Consent of this Defendant or any Person whomsoever Acting on behalf of this Defendant Wherefore this Defendant says that by such Act of the said Alexander Wynch holding over the said Bill of Exchange after it had been Duly and Protested as aforesaid and Receiving such Partial Payment of the same Read and without any Special Authority from this Defendant or any One Acting for Him so to do Thereof the said Complainant hath by the said Alexander Wynch taken upon himself all Risk respecting the said Bill of Exchange and that the same do from this Defendant from all Responsibility respecting the same Wherefore this Defendant doth Plead the said Holding over of the said Bill of Exchange and the said Receipt of the said Alexander Wynch of Twenty five per Cent in part payment thereof without any Special Authority from this Defendant or any One for him so to do in Bar to the Complainants Right of Action against this Defendant And this Defendant in no wise waiving the said Plea doth wholly

Wholly relying and insisting thereon for Answer to the residue of the Complainants said Bill of Complaint or unto so much thereof as this Defendant is Advised to be material or necessary for him to make Answer unto he answereth and saith that it is true that this Defendant did Execute in favor of the Complainant Two several Bonds or Obligations bearing date some time in the Month of September which was in the Year of Our Lord One Thousand Seven hundred and Seventy five and Which Bonds were Severally Conditioned for payment by this Defendt to the Complainant of the different Sums at the different times and Subject to the respective Interests as specified by the Complainant in his Bill of Complaint and this Defendant saith it may be true that the Complainant may have remitted those Bonds to Alexander Wynch and Stephen Briggs the Complainants Attornies in England and it may be also true that the said Alexander Wynch took upon himself the whole burden of the Complainants Business, as his Attorney and it is also true that this Defendant or his Attornies for him paid the several Sums as specified in the Complainants Bill of Compl.t in part payment of the Principal and Interest of the said Bonds respectively or one of them as stated in the said Bill of Complaint and this Defendant saith that the Complainant may have written unto his Attornies in such manner as is for that purpose stated in the Complainants said Bill of Complaint but this Defendant denies that the Sums which he paid unto the Complainant or his Attornies at Madras can be considered as Deposits till this Defendant had made Remittances to England for those Sums were paid by this Defendant and received by the Complainant or for his Account in part payment of the Compl.ts Claims on this Defendant and this Defendant saith that it is true that this Defendant did settle his Money concerns with the Complainant in the Month of March which was in the Year of Our Lord One Thousand Seven

Hundred and Seventy Nine in Manner as is Stated in the Bill of Complaint and that this Defendant did procure the Bill of the said George Smith on his Said Bankers and that the same bore date in Fort Saint George the said tenth Day of March which was in the Year of Our Lord One Thousand Seven hundred and Seventy Nine and was for the said Sum of Pounds Sterling two thousand Nine hundred and Fifty Eleven Shillings and three Pence being the Ballance then due by this Defendant to the Complainant and it is true that this Defendant did endorse it over to the said Alexr Wynch and Stephen Briggs as the Attornies of the Complainant and in Manner as is for that purpose specified in the said Bill of Complaint and it may be true that the said Alexander Wynch presented the said Bill for Acceptance at the time and in manner as the Complainant hath set forth and that the said Walpole Clarke Bourne and Pott may have refused to have Accepted the same and that a Protest may have been made at the time and in the manner as set forth by the Complainant in his said Bill of Complaint but this Defendt Positively denies that the Circumstance of Non Acceptance was ever Communicated to this Defendant or to Mrs Hodges nor was it made known unto the said Martin Robinson who was One of this Defendants Attornies until the thirty first day of March which was in the Year of Our Lord One Thousand Seven hundred and Eighty two When the said Stephen Briggs as Attorney to the Complainant informed the said Martain Robinson thereof having found that the said George Smith was declared a Bankrupt And this Defendt Saith that the said Alexander Wynch never informed this Defendant or any of his Attornies of the Protest of the Bill of Exchange for Non Acceptance or for Non Payment nor did otherwise commune with Any of them respecting this Defendants said Concerns except to make

Wholly relying and insisting thereon for Answer to the residue of the Complainants said Bill of Complaint or unto so much thereof as this Defendant is Advised to be material or necessary for him to make Answer unto he answereth and saith that it is true that this Defendant did Execute in favor of the Complainant Two several Bonds or Obligations bearing date some time in the Month of September which was in the Year of Our Lord One Thousand Seven hundred and Seventy five and Which Bonds were Severally Conditioned for payment by this Defendt to the Complainant of the different Sums at the different times and Subject to the respective Interests as specified by the Complainant in his Bill of Complaint and this Defendant saith it may be true that the Complainant may have remitted those Bonds to Alexander Wynch and Stephen Briggs the Complainants Attornies in England and it may be also true that the said Alexander Wynch took upon himself the whole burden of the Complainants Business, as his Attorney and it is also true that this Defendant or his Attornies for him paid the several Sums as specified in the Complainants Bill of Compltt in part payment of the Principal and Interest of the said Bonds respectively or one of them as stated in the said Bill of Complaint and this Defendant saith that the Complainant may have written unto his Attornies in such manner as is for that purpose stated in the Complainants said Bill of Complaint but this Defendant denies that the Sums which he paid unto the Complainant or his Attornies at Madras can be considered as Deposits till this Defendant had made Remittances to England for those Sums were paid by this Defendant and received by the Complainant or for his Account in part payment of the Compltts Claims on this Defendant and this Defendant saith that it is true that this Defendant did settle his Money concerns with the Complainant in the Month of March which was in the Year of Our Lord One Thousand

Hundred and Seventy Nine in Manner as is Stated in the Bill of Complaint and that this Defendant did procure the Bill of the said George Smith on his said Bankers and that the same bore date in Fort Saint George the said tenth Day of March which was in the Year of Our Lord One Thousand Seven hundred and Seventy Nine and was for the said Sum of Pounds Sterling two thousand Nine hundred and Fifty Eleven Shillings and three Pence being the Ballance then due by this Defendant to the Complainant and it is true that this Defendant did endorse it over to the said Alexr Wynch and Stephen Briggs as the Attornies of the Complainant and in Manner as is for that purpose specified in the said Bill of Complaint and it may be true that the said Alexander Wynch presented the said Bill for Acceptance at the time and in manner as the Complainant hath set forth and that the said Walpole Clarke Bourne and Pott may have refused to have Accepted the same and that a Protest may have been made at the time and in the manner as set forth by the Complainant in his said Bill of Complaint but this Defendt Positively denies that the Circumstance of Non Acceptance was ever Communicated to this Defendant or to Mrs Hodges nor was it made known unto the said Martin Robinson who was One of this Defendants Attornies until the thirty first day of March which was in the Year of Our Lord One Thousand Seven hundred and Eighty two When the said Stephen Briggs as Attorney to the Complainant informed the said Martain Robinson thereof having found that the said George Smith was declared a Bankrupt And this Defendt Saith that the said Alexander Wynch never informed this Defendant or any of his Attornies of the Protest of the Bill of Exchange for Non Acceptance or for Non Payment nor did otherwise commune with [illegible] Defendants said Concerns except to make

known by Letter to Mrs Hodges some time after he had received the
said Dividend of Twenty five per Cent from the said George Smith that he
had done so But the said Alexander Wynch never consulted the said
Mrs Hodges or Martin Robinson respecting the same and it is
Possible the said Information might not have been given unto the said
Mrs Hodges had not Mrs Hodges had occasion to write to the said
Alexander Wynch for the said Letter of the said Alexander Wynch
Appears to have been an Answer to some Letter of the said Mrs Hodges
as it begins by Acknowledging the Receipt of a Note from the said
Mrs Hodges this Defendant denies that his said Attornies knew
any thing of the said Proposition said to have been made by the said
George Smith or Messieurs Walpole Clarke Browne and Pott to his
Creditors on his Account or that the said Martin Robinson Attended
the said Muting or knew of or consented to the Business or Intention
thereof and he positively avers that by the different Letters this
Defendant hath received from the said Mrs Hodges and Martin
Robinson he hath every reason to believe they were totally uninformed
of the said Muting or the Business thereof or of any Proposition
having ever been made for a Partial Payment of the Debts due by the
said George Smith or that such Partial Payment had ever been known
to them or any of them until the said Alexander Wynch wrote in
Manner as is above in part recited unto the said Mrs Hodges and
Which as above stated was Sometime after the said Payment had
Actually been made This Defendant saith that the Muting at
the said Martin Robinson Attended was on or about the Twenty
Eighth day of December which was in the Year of Our Lord One
Thousand Seven hundred and Eighty One as appears of the Complts
Own shewing in the Letter of George Smith to [illegible]

Set forth in the Bill of Complaint and it appears by the Receipt of the said
Robert and Francis Gasling that the said Dividend of Twenty five per
Cent was received on the Tenth day of January One Thousand Seven hundred
and Eighty One which was near Twelve Months previous to the said
Muting at which the said Martin Robinson Attended This Defendant
Saith he knows nothing of the Letter set forth by the Complainant in his
Bill of Complaint as having been written by him on the Sixth day
of September which was in the Year of Our Lord One Thousand Seven
hundred and Eighty to the said Alexander Wynch and pretended
to be in Answer to the said Alexander Wynch's Letter to the Complt
bearing Date the Fifteenth day of January in the same Year and if
the Circumstance be as stated by the Complainant it operates against
himself for he Acknowledges therein the Necessity of a Regular Protest
for Non payment being made and sent out in Order that in the
Same being sent out to India recourse may be had upon this
Defendant which Protest if made as stated by the Complainant was
Nevertheless not sent out nor was it even made known to this
Defendant or his Attornies in England and therefore cannot avail
towards supporting any Claim against this Defendant And this
Defendant further saith that he was never informed by the Complt
of the Non Acceptance of the said Bill altho the Complainant
had as he Asserts but which this Defendant doth not allow received
an Account thereof from the said Alexander Wynch nor was this
Defendant ever informed of the Particulars of any Protests from the
Complainant this Defendant having only heard from the Compl
ainant that the said George Smith was a Bankrupt and that
he the Complainant had received only Twenty five per Cent on the
said Bill of Exchange and this Defendant saith that he never refused
to

known by Letter to Mrs Hodges some time after he had received the
said Dividend of Twenty five per Cent from the said George Smith that he
had done so But the said Alexander Wynch never consulted the said
Mrs Hodges or Martin Robinson respecting the same and it is
Possible the said Information might not have been given unto the said
Mrs Hodges had not Mrs Hodges had occasion to write to the said
Alexander Wynch for the said Letter of the said Alexander Wynch
Appears to have been an Answer to some Letter of the said Mrs Hodges
as it begins by Acknowledging the Receipt of a Note from the said
Mrs Hodges this Defendant denies that his said Attornies knew
any thing of the said Proposition said to have been made by the said
George Smith or Messieurs Walpole Clarke Browne and Pott to his
Creditors on his Account or that the said Martin Robinson Attended
the said Muting or knew of or consented to the Business or Intention
thereof and he positively avers that by the different Letters this
Defendant hath received from the said Mrs Hodges and Martin
Robinson he hath every reason to believe they were totally uninformed
of the said Muting or the Business thereof or of any Proposition
having ever been made for a Partial Payment of the Debts due by the
said George Smith or that such Partial Payment had ever been known
to them or any of them until the said Alexander Wynch wrote in
Manner as is above in part recited unto the said Mrs Hodges and
Which as above stated was Sometime after the said Payment had
Actually been made This Defendant saith that the Muting at
the said Martin Robinson Attended was on or about the Twenty
Eighth day of December which was in the Year of Our Lord One
Thousand Seven hundred and Eighty One as appears of the Complts
Own shewing in the Letter of George Smith for [illegible]

Set forth in the Bill of Complaint and it appears by the Receipt of the said
Robert and Francis Gasling that the said Divident of Twenty five per
Cent was received on the Tenth day of January One Thousand Seven hundred
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Saith he knows nothing of the Letter set forth by the Complainant in his
Bill of Complaint as having been written by him on the Sixth day
of September which was in the Year of Our Lord One Thousand Seven
hundred and Eighty to the said Alexander Wynch and pretended
to be in Answer to the said Alexander Wynch's Letter to the Complt
bearing Date the Fifteenth day of January in the same Year and if
the Circumstance be as stated by the Complainant it operates against
himself for he Acknowledges therein the Necessity of a Regular Protest
for Non payment being made and sent out in Order that on the
Same being sent out to India Recourse may be had upon this
Defendant which Protest if made as stated by the Complainant was
Nevertheless not sent out nor was it even made known to this
Defendant or his Attornies in England and therefore cannot avail
towards supporting any Claim against this Defendant And this
Defendant further saith that he was never informed by the Complt
of the Non Acceptance of the said Bill altho the Complainant
had as he Asserts but which this Defendant doth not allow received
an Account thereof from the said Alexander Wynch nor was this
Defendant wer informed of the Particulars of any Protests from the
Complainant this Defendant having only heard from the Compl
ainant that the said George Smith was a Bankrupt and that
he the Complainant had received only Twenty five per Cent on the
said Bill of Exchange and this Defendant saith that he never refused

to settle Matters Amicably with the Complainant but on the Contrary
this Defendant after observing to the Complainant that the Compl.ts
Attornies in England were responsible to him said he would not give
the Complainant the trouble of going to Law but offered to refer the
Matter to Persons conversant in Points of that Sort to be Chosen by
both Parties and that their determination should be Conclusive
which proposition was refused by the Complainant and this Defend.t
Verily believes that the Complainant's Reason for so refusing was
because he conceived the previous Measure of Suing this Defendant
as Necessary to establish his Claim against his Attornies in the Event
of this Defendant being discharged by Law from all Claim which
the Complainant might have had against this Defendant had the
Bill been protested regularly and sent out to India to be put in
force without delay against this Defendant According to the Custom
of Merchants in the Like Cases and which usual and customary
from having been Neglected this Defendant humbly Conceives he
is totally discharged from all Responsibility to the Complainant
for the Insolvency of the said George Smith the more so as this Defendant
hath been positively informed that other Creditors of the said George
Smith who pressed him hard for money after his Arrival in England
have received their full Claims and that therefore the said Alexander
Wynch might have also received the remaining Balance of Seventy
five per Cent had he pressed for the same this Defendant positively
denies that any part of the Conduct of Either of the Complainants
Attornies in England was with the previous Knowledge of any of
the Attornies of this Defendant in England or that the Protests respec-
ting the said Bill of Exchange had ever been [illegible]

hour at the Instance of the Defendant on the Contrary this Defendant
hath hereinbefore set forth as the truth was that this Defendant's
Attorney was not informed of the Protests or of the Twenty five per
Cent being paid on Account of this Transaction of the former Not till
after the declared Bankrupcy of the said George Smith Non of
latter, until sometime after it had been received And this Defend.t
Saith that the said Complainant would Never have been Subject
to any Loss in consequence of his Transactions with this Defend.t
had he Acted in a Legal manner towards this Defendant either
by enforcing thro his Attornies in England the Legal Payment
of the said Bill of the said George Smith or by having the same
Protested and such Protest immediately delivered to this Defend.t
or his said Attornies in London or Some of them the Omitting
of all which by the Complainant and his Attornies hath
Accasioned the Loss if any should arise from the Insolvency
of the said George Smith this Defendant Admits that Martin
Robinson did Attend a Meeting in London on the Twenty
Eighth day of December which was in the said Year of Our Lord
One thousand Seven hundred and Eighty One as mentioned in
the Letter of the said George Smith to Stephen Briggs which is
Set forth in the Complainant's Bill of Complaint. But this Defend.t
denies that the said Martin Robinson said any thing or did any
Act whereby any Responsibility could be thrown upon this Defen-
dant and this Defendant denies that his Attornies in London
or any of them were directly or indirectly concerned or consulted
as to the part taken by the Attornies of the Complainants or over

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both Parties and that their determination should be Conclusive
which proposition was refused by the Complainant and this Defend.t
Verily believes that the Complainant's Reason for so Refusing was
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Set forth in the Complainants Bill of Complaint. But this Defend.t
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dant and this Defendant denies that his Attornies in London
or any of them were directly or indirectly concerned or consulted
as to the part taken by the Attornies of the Complainants or ever

Acquainted thereof except as hereinbefore stated and this Defendant
further saith that the Detention of the Bill of the said George Smith
in England after Acceptance and Payment had been refused and
Protests in consequence made as aforesaid was the immediate Act of
the Attornies of the Complainant to which the Attornies of this Defendt
were not privy and this Defendant saith that the pretence of Complt
of the Protests being now sent out in Order to give this Defendant an
Opportunity to have Recourse upon the said George Smith is in itself
futile and without reason, because that such Recourse cannot be effec-
tual without the Original Bill coming out therewith and such a
Measure should have been followed on the first Refusal of Payment
by the said George Smith or his said Bankers on whom he had drawn
the Bill and not at the expiration of Near two Years after Payment
thereof had been so refused and during which Piriad as this Defendant
hath heard the Garden House and other Effects of the said George
Smith which were within the Jurisdiction of this Honble Court
have been disposed of And this Defendant positively and solemnly
disavows all knowledge Concurrence Privity or Assent of himself
or of all or any of his Attornies with the Conduct of the Attornies of
the Complainant or of either of them and that the Actings and Daings
of the said Alexander Wynch and Stephen Briggs or one of them
with respect to the protesting the said Bill for Non Acceptance
and Non Payment and the withholding such Protests and the
Accepting the said Payment of Twenty five per Cent in part of the
Said Bill of George Smith and the Demand of Payment of the
Remaining Balance of Seventy five per Cent with Interest and
Charges and the Protest for Non Payment thereof were each and
every

every of them done by the said Alexander Wynch and Stephen Briggs
or one of them and totally unknown to this Defendant or any of His
Attornies till after such Respective Acts had been done and were
known to them only at such distant periods after such Acts had been
Respectively done as are for that purpose hereinbefore particularly
Specified — And in Order to shew to this Honble Court the peculiar hard-
ship to which this Defendant would be Subjected if he should now
be Obliged to pay the Complainant the Amount for which he hath
filed his Bill of Complaint this Defendant humbly offers the follo-
wing brief State of the Transactions heretofore between the Complt
and this Defendant which led to the present pretended Ground
of Action — This Defendant saith that in the Month of September
Which was in the Year of Our Lord One thousand Seven hundred
and Seventy five this Defendant entred into an Engagement to
pay unto the Complainant the Sum Specified in the Bill of
Complaint as the Original Sum due by this Defendant to the
Complainant which Sum was at an Exchange of Eight
Shillings for every Pagoda and payable in three Years with an
Interest of eight per Cent per Annum — that Sometime after this
Defendant had Signed such Engagement he perceived it probable
that he could not by the time Specified be able to remit the Amount
thereof And he therefore immediately gave up every Prospect he
had entertained of laying his Money out to Advantage in
Order to prevent the Complainant from fueling any inconvenience
on his Account and this Defendant purchased Bills of Monsieur
Moracin at Seven Shillings and Eight Pence the Pagoda to provide
for

Provide for a Contract made with the Complainant at Eight Shillings
the Pagoda Soon after he had bought those Bills the Complainant
expressed to him his Apprehensions that there would not be Assets in
England in time for the Payment of this Defendant's Obligation on
which this Defendant tendered the above Bills but the Complainant
refused them and altho' the Credit of the said Monsieur Moracin was
unexceptionable the Complainant still repeated his uneasiness as
aforesaid altho' at that time this Defendant's Bond wanted a Consi=
derable time of being due this Defendant thereupon and from prin=
=ciples of Friendship to the Complainant offered him the payment
thereof in India which the Complainant refused whereupon this
Defendant suggested a Remittance thro' the Supra Cargoes at China
Which yielded at that time as well as this Defendant can recollect
Eight Shillings and two Pence the Current Pagoda but that also was
declined by the Complainant as was also an offer of remittance by
Tranquebar and this Defendant saith that about this time an Acco=
=unt Annexed of a demand being made of Payment of this Defendts
Bond to the Complainant by the Complainants Attornies in
England and refused by this Defendants Attornies whereupon the
Complainant peremptorily demanded Payment thereof by such
Bills on England as must on the face of them be Acceptable to the
Complainant And this Defendant saith that about the same time
John Balfour Esquire then of Madras and the acting Attorney of the
Complainant mentioned that the said George Smith was then
drawing on England and that the Complainant would perfectly
Approve of his Bills, whereupon this Defendant Actually paid into
the

the hands of the said John Balfour as many Current Pagodas of
Madras as fully satisfied all the demands of the Complainant
on this Defendant and the said John Balfour thereupon
Obtained of the said George Smith his Bill upon England for
the Amount thereof being the Sum of Pounds Sterling Two Thousand
Nine hundred and Fifty Eleven Shillings and three Pence
Which Bill this Defendant endorsed in manner following "Please to
"Pay the Contents to Alexander Wynch and Stephen Briggs Esqrs or their
"Order on Account of Mr Arthur Sinclair for Value received here James
"Hodges" and the Complainant furnished this Defendant with an
Order on his Attornies to repay all Sums received from this Defendts
Attornies on Account of the Complainants share in the former Bond,
Whereof a part had been transferred to and the Consideration thereof
afterwards settled with Francis Jourdan Esquire by this Defendant
Saving and Excepting never the less out of such Repayment one Years
Interest on the said first Bond and two Portions of the Bond for
Payment of Pounds four hundred and thirty and to which Reference
is had in the Bill of Complaint and this Defendant saith that the
said Bill so purchased by this Defendant with Current Pagodas
Paid down by this Defendant to the said George Smith and at the
immediate instance of the said John Balfour Acting for and in
this point under the express approbation of the Complainant is
the same Bill of Exchange for the Ballance whereof the said Compl=
=ainant notwithstanding all the Circumstances above set forth now
Sues this Defendant in this Honble Court this Defendant humbly
Submits that as the Complainant had in the first Concern an Advan=
=tageous bargain with this Defendant and as this Commutation as to
the

the Mode of Payment from said Bills to have been Committed by this Defendt
to his own Attorneys and the Issues thereof to be by them paid to the
Complainant to the amount of the said Debt, & Bills indorsed to the
Attornies of the Complainant was at the Requisition of the Compts
and the Choice of such Bills pointed out by the Complainants Acting
Attorney at Madras and in Consequence thereof adopted by this
Defendant therefore ought not in Equity to be any Recourse whatever
afterwards on this Defendant But if in Consequence of the said Bills
being made payable to the Order of this Defendant and by him
indorsed over to the Attornies of the Complainant a Responsibility
is kept up against this Defendant such Responsibility ought to be
supported against this Defendant only in the case of the most
formal exactness by the Complainant or his Attornies in all Matters
Stages respecting the said Bill According to the Law and Custom of
Merchants in such cases and that therefore it was in every Respect
the duty of the Attornies of the Complainant to have Acted up to
such Law and Custom and not to have kept the said Bill from the
Sixth day of January which was in the Year of Our Lord One Thousand
Seven hundred and Eighty One the day the Bill became due until the
Eighth day of June last past the day the Protested Bill was tendered
by a Notary to this Defendant for payment being two Years five
Months and two days without receiving the Value thereof or
giving unto this Defendant or his Attornies any opportunity to
recover the Amount due thereon and this Defendant saith that
he hath been informed by his Attornies in England and verily
believes that between the Arrival of the said George Lovell in
England and his said Bankruptcy he paid several Demands
Made upon him and that it is therefore to be presumed the Bill

in Question would also have been discharged had vigorous measures
been used to recover the Amount thereof and this Defendant further Sub-
mitts that had the said Attornies by the said Partial Payment so by them
received as herein before stated Drawn and taken out Warrant upon
them or Either of them for the Recovery and Receipt of the said Bill and Followed their Defendt
from all Responsibility on Account thereof and to all Measures as the
Several Remittances proffered by this Defendant and Refused by the
Complainant for the Bills of Monsieur Horace and Bills by way of
Cheque and on Daniels Bills have proved good this Defendant further
saith that the said Stephen Boggo did by Letter bearing Date the
twenty third day of March which was in the Year of Our Lord One
Thousand Seven hundred and Eighty Two earnestly Request the Consent
of the said Martin Robinson to prove the said Balance due on the
said Bill under the Commissions of Bankruptcy issued against the
said George Lovell which consent the said Martin Robinson Refused
by Letter bearing Date the Twenty Eighth day of the said Month of March
as by the Copy of the said Answer of the said Martin Robinson Exhibited
with this Defendant and whereof a Copy is herewith to Answer for
the Inspection of this Honble Court and prayed by this Defendant to
be taken as part of this his Answer may Appear the same being
Transmitted from England to this Defendant whence this Defendant
humbly shews to this Honble Court that Neither he nor any person
Acting for him had any intercourse Concurrence or Privity with the
Complainant or his Attornies or either on their Conduct Respect-
ing the Premises whereupon any Conclusion can be drawn
Tending to Support the Complainants Rights of Motion
against this Defendant

All

All which Matters and things this Defendant is Ready and Willing to aver Maintain and prove as this Honble Court shall direct and therefore prays to be hence dismissed with his reasonable Costs and Charges in this behalf Most Wrongfully Sustained

James Hodges
S. Popham
Attorney for the Defendant

Sworn before Us in Masulipatam by Virtue of a Commission for that purpose from the Honble the Mayor's Court bearing Date the 24th Octr 1783 —

this 29th day of November 1783 —

John Peter Boileau
Alex^r Pringle } Commissioners

Copy of a Letter from Martin Robinson to Stephen Briggs referred to in the foregoing Answer —

Stephen Briggs

March 26th 1782

Sir

Your favor I Rec^d of the 23^d Instant with Regard to Mr George Smith's Bill on Messrs Walpole & Co as it was not hon^rd when due, but Suffer'd to remain in Mr Wynch's hands without taking the legal Measure against Mr G. Smith he Residing at that time in England I cannot think Mr Hodges has any thing to do with the Bill but that it rests with You to Make a Claim or prove the Debt for Dr Sinclair —

I am

I am
Sir
With the utmost Respect
Your Most humble Servt
Martin Robinson

A True Copy
S. Popham

Filed 9th Febry 1784 —

The Replication of Arthur Sinclair of Masulipatam Surgeon in the Service of the Honble the United English East India Company to the Plea and Answer of James Hodges of the same Place Esqr

The said Repliant now and at all times hereafter Saving and Reserving unto himself all and all manner of Benefit and Advantage of Exception that may be had or taken to the Many Errors Uncertainties and Manifest Insufficiencies and Imperfection in the said Defendant's said Plea and Answer Contained, for Replication thereunto, or unto so much thereof, as this Repliant is Advised is Material or Necessary for him to make Replication unto, he does Reply and Say, that his Bill of Complaint and all and Singular the matters and things therein Contained, are good true Certain and Sufficient in the Law to be Answered unto in Such Manner and

and form as the same are therein and thereby Set forth and Alledged, and that the said Plea and Answer of the said Defendant is Very uncertain, evasive, and insufficient, and for further Replication to the said Plea and Answer of the said Defendant he the said Repliant Says, and does aver that the Sum of Seven Hundred and thirty Seven Pounds Seven Shillings and Nine Pence, which the Defendant does charge "that Robert and Francis Gosling did at the Request and by the "direction of Alexander Wynch Acting for the Repliant Accept "and receive from Messrs. Walpole, Clarke, Bourne, and Pott without "the previous Knowledge Privity or Concurrence or Consent of the "Defendant or any Person Acting for him," that this said Sum of Seven Hundred and thirty Seven Pounds Seven Shillings and Nine Pence, being a Dividend of Twenty five ℘ Cent on the Amount of the Bill of Exchange drawn by George Smith, the Person Mentioned in the Bill of Complaint, was received by and with the Privity and Assent of the Agents or Attorneys of the Defendant in England, who were present, Aiding, and Assisting at the several Meetings of the said George Smith's Creditors in London, and Consented to the aforesaid Dividend of Twenty five ℘ Cent being made to the Repliants Attorney Alexander Wynch as is particularly Set forth and Expressed in the Repliants' Bill of Complaint, and therefore the Act of Alexander Wynch holding over the said Bill of Exchange after it had been Protested, and the Receiving of the said Dividend of Twenty five ℘ Cent, was proper and right, as the same Appears to have been done for the Honor of the Endorser, and of those that were concerned, whereby the said Defendant received a real Benefit and Advantage as the Holding of Such said Bill of Exchange under the Protest, Saved the Defendant from

from an Inconveniency of paying the Amount with Damages at Madras, and whether the said Alexander Wynch or the Representatives of the Defendant held the said Bill of Exchange under the Protest, the Inconveniency was Still the same to the Defendant, as he had no person to resort, to, and therefore must have come in as a Creditor under the Commission of Bankrupty awarded and issued against George Smith the Drawer, the failure of George Smith the Drawer, to make good his payment pursuant to his Bill of Exchange, was a Circumstance that the Defendants Agents or Attornies were privy to, and had notice of, and in Consequence thereof, did Attend, Aid and Assist at the Meeting of the said George Smith's Creditors, as Most for the Benefit of the Defendant the Endorser of the said Bill of Exchange, as such Bill was Endorsed only as a Mode of Remittance to pay off the Bond of the said Defendant to the Repliant, in which Transaction the said Bill was received under the Express Condition "that the Repliant was to run no Risk of the "Remittence to Europe," the Defendant having before made a failure of payment by not discharging this Very Bond in Europe, and of Course this Bill of Exchange could not be received in full Discharge of the Bond untill the Amount was received, the fault, in not receiving the full amount, did not lay with Alexander Wynch but in the Bankrupty of George Smith the Drawer, and the keeping of the Bill, whether by Consent of the said Defendants Attornies or not, did not in the least Vitiate the Bill to the prejudice of the Defendant, who had no other remedy but to come in as Creditor of George Smith the Bankrupt, and therefore the keeping and detaining

ing of the said Bill of Exchange into the Hands of the said Alexr Wyatt who deemed Necessary and Expedient for the Interest of the Defendant, so that the Defendants Agents might endeavour to the Commissioners and Recover the annual Dividends as should be Made from time to time, and pay the same over to the Rep[lt] Allowance on Discharge of the Defendants Bond to the Rep[lt] but as to any Responsibility being on the Rep[lt] or to the Rep[lt] Alexander Wyatt, the Rep[lt] and Answer for the keeping and detaining of the Bill of Exchange under the Protection of the Rep[lt] of Alexander Wyatt does not Operate in that Manner, for between a Bill is kept so long after Acceptance, that the Drawer becomes Insolvent, there is a Change of Property in the Bill Entered by a new Creditor of Credit who is Responsible by, but the present Case is now before this Court does not in the least remember that Alexr or Considered the Bill of Exchange is given by the Drawer in payment of a Debt and a Bond that had been Outstanding a long time, and the Penalty forfeited in the Breach of the Condition by reason of Non payment and the Bill required on the Express Condition of the Rep[lt] Answer Risk in that Remittance, here the payment of the amount of the Bill of Exchange was first to Operate in Discharge of the Defendants Bond and this was given and Charged to the Defendant Allowance as such Enable them to take up the Bond of the Defendant the same Allowance cannot be between Alexander Wyatt and the Rep[lt] Trust of the said George Smith Assignment by the Rep[lt] in the Bill of Complaint and the transactions of the said Alexr Wyatt in the Receipt of the Dividends was a Power done the Defendant

instead of Exchanging been Responsible Regarding the Bill of Exchange, and that Each Receipt was According to the Advice and consent of the said Defendants Representatives or one of them. The Rep[lt] further says that According to the Laws of Merchants the keeping and Advances of the Bill of Exchange in England under a Protest on the Responsibility of Alexander Wyatt does not in the least create a credit the Bill was first given and had by the Drawer who personally upon its Arrival in England Authorises him Establishes to pay the Creditors and calls a Meeting for the purpose of Obtaining a Temporary Relief at which Meeting Once the Attorney or Representatives of the Defendant Attended and Assisted as the said George Smith informs Mr[r] Mr[r] Robertson the Rep[lt] Attorney that Mr[r] Hodges who by any Non payment of any Bill to that Gentleman thought it Right to appear as his Attorney the said Rep[lt] for the Rep[lt] further says that he does not perceive that by any Means Rep[lt] further says that the Defendant or Agent of his Attorney Alexr Wyatt that the Defendant was Discharged from his Endorsement to the said Bill of Exchange, Having the Business of the Allowance or one of them of the said Defendant to have taken up the Bill was one and was prudent for as soon as they knew that the said Drawer could not pay because of the Bond of the said Defendant to the Rep[lt] which brought he should have the first consideration with the Attorneys, as that Bill of Exchange was Endorsed for that Special purpose and the Express Condition of the Rep[lt] not running any risk on this Remittance, And therefore the Rep[lt] that the Defendant has

Pleaded

Pleaded and Barto the Retorn of the Replicants is to fally Void and
therefore the Replicant humbly Prays as in and by his Bill of
Complaint he hath Already Prayed

The said Replicant further Saving to himself all and all
manner of Benefit and Advantage of Exception to the many Errors
Uncertainties and Insufficiencies contained in the Answer of the above
said Defendant for Reply thereto Says, that all and every the matters
and things by him Alledged in his Bill of Complaint are true,
Certain, and Sufficient in the Law to be Answered, in such manner
and forms as the same are therein and thereby Set forth and Expressed,
and that the Answer of the said Defendant is Altogether untrue
and insufficient for the many Errors and Uncertainties therein
Contained, And for further Reply, the said Replicant Says that the
Defendant in his Answer Admits of the Protest being made in due
time for want of Acceptance to the Bill of Exchange by Alexander
Wynch, and thereby reduced the Defence to that single point of want
of Notice as to the Non Acceptance, that the prosecuting of the Bill for
Acceptance and payment was as much a Business of the Defendants
Attornies as the Business of the Replicants Attorney, both of whom
had instructions of the like Nature, and had the Special Circumm-
stances of the Bill in Charge, so that it is impossible there should
be a want of Notice of the Non Acceptance, and it appears very
Evident from a Letter under date London 28th January 1781
from Alexander Wynch in this Cause to the Replicant, wherein
he says, "that upon application to George Smith for Payment of
"his Bill of Exchange to Mr. Hodges he told them that he George
Smith

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"Smith was disappointed in this Remittance he thought it but right
"to put all his Bills that were due on the Lawrie footing by praying them
"One fourth Payment now and the Remainder as he received his money Said
"ded upon Mr. Hodges to acquaint them of this, this is necessary as he was
"in hopes of carrying his Husbands Bond back, she Wished for
"Lawrie's giving her Security in which I shall Mention to be Inserted &c
"Not Suspect the candor of Mr. Hodges in his Quality of Attorney for Mr.
"Hodges Says, that he paid two Moieties of the Bond for £450 and
"Credited and Claims the half of £286. 13. 4. which he received there
"as You clearly explain that only one third was paid in Credit and
"that nothing is to be Responded of what I received there, I observe her
"and his other Allegd to Your Letter, The Original of this Letter under
the Hand and Signature of Alexander Wynch was Produced and Proved of
the Replicants Ready to be Produced to this Honble Court when
Required, the Replicant further Says that Defendants Attorneys were
Acquainted with every Special Circumstance, Attending this
Bill in Question, it being a part of their Business and as much
a Consideration with them as any one thing given thereby the
Defendant in the Charge, the said Replicant further Says, that Notice
that no Notice was given of the Circumstances attending the Non
Acceptance of the Bill Dated the 31st March 1782 and thereby
Stephen Briggs to Martin Robinson and whom he found the said
George Smith a Bankrupt, for on the contrary it appears Alex.
Wynch by his aforementioned Letter did send person to Mr.
Hodges One of the Attys of the Defendant and informed her of the
Particulars and it does appear to be some time in the Month of January
1781 a Considerable time before the Bankruptcy of George Smith to
Wit that

that the Defendant, After taking out his Answer, that the said Alexander Wyneh Never informed the Defendant or any of his Attys of the Protest of the Bill of Exchange for Non Acceptance or for Non Payment, nor did the Never commence any Suit against any of them Respecting this Concern, their Thanks by Letter after a Receipt of the 25th Oct. Returning and instructed, and further the Replicant Says that the Defendants Attorney or One of them was and were privy to every Transaction Relative to the Bill and Guarantee

All which Matters and Things this Replicant is Ready and Willing to Aver, Maintain, and prove as this Hon.ble Court shall Direct and Humbly prays as in and by his said Bill of Complaint he hath Already Prayed

Jno.s Bromley
Attorney for the Replicant

The Rejoinder of James Hodges to the Replications of Arthur Sinclair

This Defendant now and at all times hereafter Saving and Reserving to himself all manner of benefit and Advantage of Exception to the Uncertainty and Insufficiency of the said Replications for Rejoinder Saith that this Defendant Plea and Answer are true Certain and Sufficient in the Law to be Replied unto and Saith as in and by his said Plea and Answer he hath already said and doth and will Aver and Maintain all and every thing and things therein to be true and Certain in such manner as therein is Alledged and Expressed

Expressed And this Defendant also Saith that the said Replications of the said Complainant are uncertain and Insufficient in the Law to be Rejoined unto by this Defendant for divers Defects and Imperfections as therein Contained And this Defendant doth respectively Deny that his Attornies in England or any of them or any person Acting for him were or was previously privy to or were Consulted about or Advised of the Receipt of the said Sum of Seven hundred and Thirty Seven Pounds Fifteen Shillings and Nine Pence by the said Alexander Wyneh from the said Robert & Francis Gosling in part payment of the said Bill of Exchange of the said George Smith in favour of the said Alexander Wyneh and Stephen Briggs as Attornies of the said Complainant And this Defendant Reiterates as he has already in his Plea and Answer that the said Alexander Wyneh by Indorsing over the said Bill of Exchange and Receiving part payment thereof Released and thereby Discharged the said George Smith and this Defendant from all Liability to the said Alexander Wyneh and this Defendant also Saith that the said Alexander Wyneh by Receiving some time afterwards a Dividend thereon of his own Accord and without the absolute or any previous Knowledge Consent or Authority of this Defendant or his Attornies or Attorney or any other person Acting for this Defendant Acts Sufficient to Exempt this Defendant from any Responsibility Respecting the said Bill of Exchange therein before or thereby Referred to alone and unattended with any of such several other Circumstances as have Attended the said Transaction throughout Wherein the Complainant or his Attornies or Solicitors Attornies above the Complainant hath his Recourse if any there may be to Insure in the Event of the Insolvency on the Part of the said George Smith And this Defendant doth therefore hope that there can be No Recourse over this Defendant by Reason of the said Mr Hodges Robertson having Attended the Meeting of the Creditors of the said George

George Smith at the time he did for this Defendant Saith that
the Bill became due on the Sixth day of January which was in
the Year of Our Lord One thousand Seven hundred and Eighty One on
Which day no Payment was made on Account thereof that on the
Tenth day of the said Month of January a Payment of Twenty five per
Cent was made thereon and that the Meeting at which the said Martin
Robenson Attended was on the Twenty Eighth day of December in the
Same Year being nearly a Year afterwards and this Defendant also
Saith that altho the said Martin Robenson did Attend the said
Meeting never the less he did not in any wise interfere or act therein
this Defendant further Saith that as to what the Replient says to
Wit "that the keeping and detaining of the said Bill of Exchange
" in the hands of the said Alexander Wynch was deemed Necessary
" and essential for the Interest of the Defendant so that this Defendt
" Agents might come in under the Commission and receive the
" Several Dividends as should be made from time to time" such
Pretence cannot avail the Defendant for the Commission of Bank-
rupcy was not taken out against the said George Smith till more
than Twelve Months after the said Bill had been due after pay-
ment had been refused on the day of the Bill being due and
after the said Subsequent partial payment of Twenty five per
Cent in part discharge thereof and this Defendant Saith that
the Bill of Exchange having been given in lieu of a Bond which
had been due and not paid Alters not the Law arising from
the Circumstances of the Conduct of the holders of the Bill after it
so became due and as to the case now in Question this Defendt
humbly insists that his case as explained in the latter part of this
Defendants Answer now of record before this Honble Court is such
that

that all Suggestions arising on the Equity thereof are strongly in favor
of this Defendant And this Defendant denies that any favor was
done to him by the detention of the Bill after it was due and not paid
in order to receive the said Partial payment on the Contrary this
Defendant has stated in his Answer that he hath been thereby
Deprived of a Recourse on the Effects of the said George Smith then
within the Jurisdiction of this Honble Court and since sold the
Repliant says that "the Bill when at first given was bad by the
" Insolvency of the Drawer" to which this Defendant saith that it
Appears to him a Navel doctrine that the Subsequent Insolvency
in the Month of March which was in the Year of Our Lord One
thousand Seven hundred and Eighty two of the drawer of a Bill
of Exchange bearing date on the Tenth day of the Month of march
Which was in the Year of Our Lord One thousand Seven hundred
and Seventy Nine a period of three Years should Vitiate the said
Bill of Exchange, the more so in the present case when the Bill of
the said George Smith were by the Repliants Attorney at Madras
proposed to this Defendant after the Repliant or his Attorney
had refused three Several Sets of Bills one private and two Public
all of which have been duly honored and as to the idea of the
Repliant Not running any risk by the remittance under this same
Bill of Exchange this Defendant saith that he could not have
Run any and Would have always had his remedy Against this
Defendant had he and his Agents in England acted with propriety
the Contrary whereof hath been the Cause of Exemption of this
Defendant respecting any Claim which might otherwise have
been on him for the discharge of the said Bill of Exchange and this
Defendant saith that the Letter of Alexander Wynch under date
the

the Twenty Eighth day of January which was in the Year of Our
Lord One Thousand Seven hundred and Eighty One whereof an
Extract is inserted in the Replication and doth not Contain One
Circumstance to throw a Responsibility on this Defendant for
Mr. Hodges did not give any Directions about the said Bill of
Exchange nor did Deliver the said A. Martin Robinson and Received the
said Bill of Exchange nor was it Tendered to them or any proposal
Made to them Respecting the same on the Contrary it Appears by the
Protest Copy whereof is Annexed to this Bill of Complaint made by
William Gibson at the Request of John Parker whom this Defendant
understands to have Acted on the part of the Replicant or his Attorneys
that the said Bill of Exchange was in the hands of the Replicant or his
Attornies or some one Acting for them so late as the Twenty first day
of March which was in the Year of Our Lord One Thousand Seven
hundred and Eighty two and that the Replicant or his Attornies or
some one for them presented the said Bill for payment of the Ballance
then due thereon without the previous privity Advice or Consent of
this Defendant or his Attornies or any One on his behalf near four
Seven Months after the date of the said Letter of the said Alexander
Wynch to the Replicant and above fourteen Months after the said
Bill had been due from the whole whereof of the Circumstances
stated in the Bill of Complaint Plea and Answer Replication and
this Rejoinder it is Evident that the entire Conduct Counsel Interference
Meetings and Propositions in consequence of the non payment of the
Bill the day it became due and the Subsequent Insolvance of George
Smith and all the Protests made then and afterwards and the permitting
the said George Smith to remain Unmolested in London above Twelve
Months

Months after the Bill was due and before he became a Bankrupt
are all of them the immediate Acts and Indulgences of the said Replicant
and his Attornies or some of them or of some one acting in his or their
behalf and that the said several Acts and Indulgences are and were
any of them done by the Previous privity Counsel Knowledge or Consent
expressly or by Implication of this Defendant or his Attornies or
either of them or of any one Acting on his behalf and that therefore the
Replicant or those Acting for him do or are Responsible Solely for the same
and as such Acts are Contrary to the Usage and Customs of Merchants
in the like cases, and also as this Defendant's Cases Attended with the
Circumstances peculiarly in favor of his Exemption from payment
of the Ballance due on the said Bill of Exchange and Grounds of
Substantial Equity this Defendant is Ready to Aver that his Plea
Answer and all the Matters and things therein Particularly pleaded and
set forth are strongly in favor of this Defendant

All which Matters and things this Defendant
is Ready and willing to prove and therefore prays as in and by his
said Plea and Answer he hath already Prayed

S. Poynton

Attorney for the Defendant

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a certain Cause depending and at Issue in the Honble the Mayor's Court at Madraspatnam Wherein Arthur Sinclair of Masulipatam, Surgeon in the Service of the Honble the United English East India Company is Complainant, And James Hodges of the same place Esquire is Defendant

On the part and behalf of the Complainant

Interry 1st Do You know, or Do You not know, the parties Complainant and Defendant in the Title of these Interrogatories, named if Yea How long have You so known them, or either, and which of them Declare

Interry 2d Did You or Did You not Draw a Bill of Exchange for £29 50 11 3 under date the 10th of March 1779 in favor of the above Defendant James Hodges, upon Messrs Walpole, Clarke, Bourne, and Pott, if Yea Set forth the same, And whether You do not know, and have heard, that the said Bill of Exchange was Endorsed and made over unto Alexander Wynch and Stephen Briggs of the Kingdom of England Esquires, for the proper Account of the above said Complainant Arthur Sinclair, And whether You do not know, that such Bill was Presented for Acceptance and Refused, if Yea Set forth the same to the best of Your Recollection and belief

Interry

Interry 3d Do You know or Do You not know, and have been informed, Whether any, and what information, and to whom given and when, of the Non Acceptance of the said Bill of Exchange, and whether any and What Notice, and when, was given of the same to the Attorney or Attornies of the above said Defendant, and whom by Name, and when, and where, and by what means, and through whom was such Notification of the Non Acceptance Conveyed and how You became acquainted therewith, Particularly Set forth and Declare to the best of Your knowledge Remembrance and belief

Interry 4th Do You know, or Do You not know, whether the Complainant Attorney Alexander Wynch, did, or did not, present the said Bill of Exchange for Payment to Messrs Walpole, Clarke, Bourne and Pott and that the same was Refused and Protested, if Yea Set forth the same, Do You know, or Do You not know, of any, and what Notice, and when, and to Whom by Name given, of such Refusal made if Yea, how and in what Manner, such Notification given and Whether the same was made known to the Attorney or Attornies of the said Defendant, or how otherwise particularly Set forth and Declare

Interry 5th Did You, or Did You not make any, and what proposition to Your respective Creditors in the beginning of the Year 1781, to take into Consideration Your Affairs and Concern in Trade and Merchandize, if Yea, Did any Meeting or Assembly of Your Several Creditors and their Representatives take place, and at what time, and where, and how often, Set forth the same, and what was done in Consequence of such Meeting and Meetings, and whether any, and what Dividend, and Dividends were Actually and by whom made, for Your Account?

Do

Do You know or Do You not know and remember, Whether the Attorney or Attornies of the above said Defendant James Hodges was and were present at these Meetings of Your Creditors, And Whether they did, or did Not Attend on any other Business of the said Defendant, than that of the said Bill of Exchange, Did, or Did not the said Attorney or Attornies of the said Defendant, make any, and what proposition to such Meeting on behalf of their Constituent, And Whether they did, or did not enter into certain Arguments, and Asserted their Opinions, and Consented to the Result of the Majority of such Meeting and Meetings, upon Your Affairs, or How otherwise Declare, Did, or Did not one of the Attorney by name Martin Robertson Attend for Account of the Said Defendant, and consented to a Dividend of Twenty five ℔ Cent being made to Alexander Wynch, One of the Attornies of the above said Complainant, and whether the same was so done, to what amount, and by whom paid, And Whether the Receipt of the said Money Was or was not at the Recommendation of the said Martin Robertson And Whether the said Martin Robertson did or did not deem such Receipt as most for the Interest of the said James Hodges, the Defendant, And Whether You Do or do not, know, or have been informed, of any further Application being made, after the Receipt of the said Dividend by the said Alexander Wynch unto any of the Attornies of the said Defendant, for payment of the Remainder of such said Bill of Exchange, And Whether You do not know, that the said Alexander Wynch did or did not deem the said Defendant as responsible, or whom Else by Name, for the Remainder due on the said Bill

Interry 6th — Do You know or can You Set forth the Reasons that

induced the aforementioned Alexander Wynch as Attorney for the Complainant to defer the Entring into a prosecution at Law to Enforce the Payment of the Bill of Exchange in Question if Yea Set forth the same fully, and particularly as You know, and believe, Do You know, or Do You Not know, the motives that induced the said Alexander Wynch to detain and keep the said Bills, and Protest by him to the time of his Decease, if Yea Set forth the particulars of the same, and whether the said Alexander Wynch did, or did not Shew, and make known to the Attorney and Attornies of the Defendant that several Protests of the said Alexander Wynch upon the said Bill of Exchange, and how far, such said Attorney and Attornies of the said Defendant James Hodges was or Were privy Aiding and Assisting by giving their Advice and Assistance to the said Alexander Wynch as most Beneficial for the Interest and Advantage of the said James Hodges, particularly Set forth and Declare to the best of Your knowledge Remembrance and belief

Last Interry — Do You know of any other matter or thing or have You heard or can You Say anything Touching the matters in question in this Cause that may Tend to the Benefit and Advantage of the Complainant in this Cause, besides what You have been Interrogated unto. if Yea, Declare the same fully and at large, as if had been particularly interrogated thereon

Chas. Bromley
Attorney for the Compt.

P. Yonge } Comis.rs
Solomon Hamilton

The Deposition of George Smith Esquire Produced Sworn and Examined on the the third day of August in the twenty fourth Year of the Reign of his Majesty King George the third and in the Year of Our Lord One thousand Seven hundred and eighty four at the House of William Johnson Esquire in the Town of Calcutta by Virtue of a Commission issuing out of the Honble Mayor's Court at Madraspatnam to us Philip Yonge and Solomon Hamilton directed for the Examination of Witnesses in a Cause there depending wherein Arthur Sinclair of Masulipatam Surgeon in the Service of the Honble the United English East India Company is Complainant and James Hodges of the same place Esquire is Defendant on the part and behalf of the Complainant We the Commissioners and also the Clerk by us Employed for taking and Engrossing the Said Deposition having first taken the Oaths Annexed to the said Commission as thereby Required

George Smith of Calcutta in the province of Bengal Esquire aged about fifty Years being Sworn and Examined Deposeth as follows

To the first Interrogatory this Deponent Saith that that he knows the parties Complainant and Defendant in this Cause and that he has known the Complainant ten Years and upwards and the Defendant Nineteen Years

To the Second Interrogatory this Deponent Saith that

that he did draw a Bill of Exchange for Pounds Sterling two thousand Nine hundred and fifty Eleven Shillings and three pence about the time in this Interrogatory Mentioned (but he cannot be certain as to the Particular day) in favor of the Defendant James Hodges upon Messrs Walpole Clarke Bourne and Pott of London And this Deponent has heard and believes that the said Bill of Exchange was Indorsed and Made over unto Alexander Wynch and Stephen Briggs of the Kingdom of England Esquires in this Interrogatory named for the Proper Account of the Complainant Arthur Sinclair and this Deponent hath heard and believes it is true that such Bill was presented and Refused Acceptance

To the third Interrogatory this Deponent Saith that he knows not nor hath he been informed whether any information or Notice hath been given to any person or persons whomsoever of the non Acceptance of the said Bill of Exchange

To the fourth Interrogatory this Deponent Saith that he hath heard and believes that the Complainants Attorney Alexander Wynch or Some person by his Order or on his behalf did present the said Bill of Exchange for payment to Messrs Walpole Clarke Bourne and Pott and that the same was Refused but this Deponent knows not nor hath he heard whether the said Bill was or was not protested for non payment Nor doth this Deponent know of any Notice having been given to any person whomsoever of such Refusal

To the fifth Interrogatory this Deponent saith that he did not make any proposition to his Respective Creditors in the begining of the Year One thousand Seven hundred and eighty one touching his Affairs and Concerns in Trade but that on his Arrival in London in the Month of September One thousand Seven hundred and eighty and upon

upon a review of the State of his Affairs this Deponent found that he had
Not then in his possession Sufficient Assets to enable him to pay off and
discharge the whole of his Engagements then due and outstanding he therefore
Waited upon his Bankers the said Messrs Walpole Clarke Bourne and
Pott and after stating to them such his inability he this Deponent direc-
ted his said Bankers to pay to his respective Bill and Bond holders a
dividend of twenty five per Centm upon all that were then due as the
Same should be respectively presented for payment and to inform his
Creditors presenting such Bills and Bonds that he would so soon as he
Should be enabled so to do from the Receipt of further Remittances or the
Getting in of his Assets make further rateable dividends to his said Creditors
And this Deponent Saith that such payment of twenty five per Centm is
as Accordingly made by his said Bankers in the Month of December
One thousand Seven hundred and eighty and the Month of January One
thousand Seven hundred and eighty One and that the Bill of Exchange
in the pleadings in this Cause mentioned was then presented and a
dividend thereon made as aforesaid and this Deponent believes that
his said Bankers did then represent such the intention of this Deponent
to the said Bill and Bond holders for the making further payments
as he should be enabled so to do And this Deponent Saith that being
disapointed in the Receipt of further Remittances to enable him to make
Such further rateable payments to his respective Creditors he this Deponent
Wrote Circular Letters to his respective Creditors or to their Attornies
and amongst others to Martin Robertson in this Interrogatory named
And who he believes was one of the Attornies of the said Defendant
James Hodges requesting his and their Attendance on the twenty eighth
December One thousand Seven hundred and eighty One at the
London

London Tavern in the City of London to take into their Consideration
the state of this Deponents Affairs and this Deponent Saith that on the
Same twenty eighth day of December One thousand Seven hundred
and eighty One there was a full meeting of his said Creditors or their
Attornies at the London Tavern aforesaid when and where this
Deponent believes the said Martin Robertson did Attend as one of
the Attornies of the said Defendant James Hodges and this Depon-
ent knows not nor doth he believe that the said Martin Robertson
Attended on any other business than that of the said Bill of Exchange
and this Deponent knows not of any proposition being made by
the said Attornies of the said Defendant at such meeting on behalf
of their Constituent nor whether they did or did not enter into Argument
or Assert their opinions this Deponent not being present in the Room
where his Creditors were so Assembled but in a Room adjoining thereto
and this Deponent believes that his said Creditors and the Attornies
of his absent Creditors were unanimous in the Resolutions entered
into at such meeting and which were to the following purport that
this Deponent should be permitted to return to India for the purpose
of Settling his Affairs and Collecting and Receiving his Outstanding
debts and Concerns there and that he should Remit the same to Messrs
Thomas Raikes John Hunter Samuel Smith Junr John Richard-
son and Benjamin Winthorpe who were at such meeting elected
Trustees for this Deponents Creditors and that Lionel Darrel
Esquire who was chairman of the said Meeting should write Circular
Letters to such of this Deponents Creditors as had brought Actions
Against him for the Recovery of their debts stating the Resolutions of
Such Meeting and Requesting that such Actions should be discontinued
as

as it would be highly Prejudicial to this Deponent and detrimental to him & his Creditors that partial payments should be made or a Preference given to any of his Creditors and that unless these Terms were Complied with a Commission of Bankruptcy must Necessarily follow which would be injurious to the Creditors at large and Ruinous to this Deponent and which Letters this Deponent believes were Accordingly Written and sent to such Creditors as had commenced Actions against him And this Deponent Knows not of any nor does he believe there Were any Resolutions made at such meeting other than as herein before Set forth and this Deponent Saith that there was not any Resolution whatever made at that Meeting or at any other time after this Deponents said Arrival in England save the dividend of twenty five per Cent thereinbefore Set forth and previous to the issuing of a Commission of Bankruptcy which was afterwards awarded against this Deponent in consequence of the non acquiescence of the said Creditors who had so Commenced Actions against this Deponent as a foresaid to the said Resolutions entered into at the said Meeting And this Deponent Saith that the dividend of twenty five per Cent made on the said Bill of Exchange and the pleadings in this cause mentioned was so made and Paid by this Deponent to said Bankrupt to Messrs Cocking and Co Bankers as this Deponent believes on Account of the said Alexander Wynch and that the Sum so paid Amounted to Pounds Sterling Seventeen hundred and Thirty Seven Pounds Fifteen Shillings and Nine pence but this Deponent knows not whether the Receipt of the said Sum was or was not at the Commencement hereof the said Martin Robertson nor whether the said Martin Robertson did or did not Remit such Receipt to account for the Interest of the said Defendant James Hodges Nor doth this Deponent Know

know nor hath he been informed of any further Application having been made after the Receipt of the said Dividend by the said Alexander Wynch by any of the Attornies of the said Defendant for payment of the Remainder of such Bill of Exchange And this Deponent Saith that that he does not know whether the said Alexander Wynch did or did Not deem the said Defendant as Responsible nor does he know whom else he might deem so for the Remainder due on the said Bill Though this Deponent Supposes as he did not become insolvent till after the said Alexander Wynches death that the said Alexander Wynch did and would as is usual in cases of a like Nature deem this Deponent as Drawer and the said Defendant as Indorsor of the said Bill Subject to the Payment thereof

To the Sixth Interrogatory this Deponent Saith that he does not know nor can he set forth the Reasons that induced the aforemen tioned Alexander Wynch as Attorney for the Complainant before the entering into a prosecution at Law to enforce the payment of the Bill of Exchange and Questions nor doth this Deponent know the motives that induced the said Alexander Wynch to detain and keep the said Bill and protest by him to the time of his death nor doth this Deponent know Whether the said Alexander Wynch did keep the same to the time of his death nor doth this Deponent know whether the said Alexander Wynch did or did not shew and make known to the Attorney or Attornies of the Defendant the several protests of the said Alexander Wynch upon the said Bill of Exchange nor how far or whether such Attorney or Attornies of the said Defendant James Hodges was or were prejudiced Aiding and Assisting by giving them Advice and Assistance to the said Alexander Wynch as most beneficial for the Interest and Advantage of the said James Hodges nor hath this Deponent ever

Received

Received any information with respect thereto —

To the last Interrogatory this Deponent Saith that some time after the decease of the aforesaid Alexander Wynch and which to the best of this Deponents recollection was in the month of September or October One thousand Seven hundred and eighty One the aforesaid Martin Robertson called upon this Deponent and informed him that he was One of the Attornies of Mr James Hodges and desired to know from this Deponent when he intended to make a further payment on this Deponents Bill to Mr Hodges to which this Deponent Answered and informed the said Martin Robertson that so soon as this Deponents remittances should be received and realised he would Make a further payment on that Bill and this Deponent Saith that he doth not recollect nor doth he believe that he ever saw the said Martin Robertson save at such interview nor doth this Deponent know of any matter or thing nor hath he heard nor can he say any thing touching the matters in Question in this cause other than as before — Set forth that may tend to the benefit and Advantage of the said Complainant

P. Young
Solomon Hamilton } Comrs

George Smith

Mayor's Court at Madraspatnam

Saturday the 6th Day of November Anno Domini 1784

Present

Mr James Call Senior Alderman
Edward John Hollond Edward Garrow
Philip Stowey Robert Ewing and
George Savage Aldermen

Between Arthur Sinclaire of Masulipatam, but at present of Fort Saint George on the Coast of Coromandel, Surgeon and in the Service of the Honble The United English East India Company Complainant and James Hodges of Masulipatam Esquire Defendant —

This Cause Coming on to be heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with three Exhibits Annexed, the Defendant Plea and Answer with Copy of a Letter Annexed, the Replication the Rejoinder, the Interrogatories and Depositions on the part of the Complainant On Hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant do pay unto the Complainant the

the full and Just Sum of Five Thousand five hundred and thirty Two Star Pagodas Thirteen fanams and ten Cash of Star Pagodas 5532 " 13 " 10 " together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Court of Appeals at Madraspatnam } Fr. Monday the 31st Day of January Anno Domini 1785

Between James Hodges of Masulipatam Esquire Appellant Arthur Sinclair of the Same place Respondent

This Cause Coming on this day to be heard and Debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the Severall Exhibits of the Honble the Mayor's Court together with the Order and Decree of the said Court given in this Cause on Saturday the

the 6th day of November Anno Domini 1784 upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments Used by the Attornies on both Sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Order and Decree of the Honble the Mayor's Court do Stand Affirmed and that the appellants Petition be hence dismissed with Costs

Cur

Chas. Freeman Clk

Filed the 7th of Feby 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Condamrayo Annandaroy of Madras Inhabitant that Chinnatombo also of the same place Inhabitant Stands indebted unto Your Orator in the full and Just Sum of Four Hundred and Eighty five Star Pagodas Current Money of Madras Making in sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Ninety four Pounds as will more fully and at Large Appear by the Translation of a Bond or Obligation hereunto Annexed for the Inspection of this Honble Court and which is prayed by Your Orator

Orator to be taken as part of this his Bill of Complaint the Original
whereof is in Your Orators Possession and Ready to be Produced to this
Honble Court when Required and Your Orator further Shews Unto
this Honble Court that he hath frequently and in a friendly manner
Requested the payment of the said Sums of Four hundred and
Eighty five Star Pagodas

Buttonsoit Said may it please this
Honble Court the said Chunnatamboo Obstinately and wilfully
Refuses to pay the Same or to give Your Orator any manner of
Satisfaction touching the premises Your Orator prays a General
Relief Such as to this Honble Court shall Appear Agreable to Equity
and good Conscience To the End therefore that the
Chunnatamboo may upon this Corporal Oath fully True Direct and perfect
Answer make to all and Singular the matter and things herein
before Set forth and Alledged as fully truly and effectually to all
intents and purposes as if the same were thereto again Repeated
and particularly interrogated and that it may be Decreed to
Pay unto Your Orator the aforesaid Sums of Four hundred and
Eighty five Pagodas with all Such Interest as now is or shall
hereafter become Due thereon also Costs of this Suit

May it Please this Honble Court to Cause
the said Chunnatamboo to be Summoned and Secured 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

Appointed there and there to Answer this Your Orators Bill of Complaint
And further to Stand to and abide by such Orders and Decree therein
as to this Honble Court shall Seem Meet

J. Popham
Attorney for the Complainant

2^d February 1785

This Bill was sworn between
the days of Appointment & Summons
Your Returnable Next Court Day

Philip Stoney
Mayor

Translation of a Bond or Obligation Dated this 14th day of May 1784

I Chunnatamboo Son of Davanatta Pachadoray Native of
Bondaroy Inhabitant of Madras do give this
Bond to Condamarajoo Pillay Inhabitant of Madras
Whereas I have Borrowed and Received of You the Sum of
Urgent Occasion
Pags 485 Four hundred and Eighty five Star Pagodas Current Money
of Madras which I do now promise to pay You or your before the
Expiration of the 15th of October Next with the Usual Interest as may
become due thereon at the Rate of 12 ℔ Cent ℔ Annum and default
of Such said payment I You are empowered to commence and the
Honble the Mayors Court and Recover the said Sum I do
give this Bond by my Consent Witnesses Colaconda Gorrowapa
Naick and Lodotaroo Annachala Chitty by their knowledge
Drawn by Pastavoy Ramiah Signed
Devacanda Chunnatamboo

Witnesses Signed
Colaconda Gorrowapa
Lodotaroo Annachelluru
A True Translation as near as can be from the Gentoo Language
Lodaroy and Interpr^r A True Copy
J. Popham

Mayor's Court at Madraspatnam } Tuesday the 8th Day of February Anno Domini 1785

Present

L.S.

Philip Stowey Esquire Mayor

Edward John Hollond and Vincentio Corbett — Aldermen

Mayor's Court

Between Condamranjo Annandaroy of Madras Inhabitant Complainant and Chinnatomboo also of the Same place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four hundred and Eighty five Star Pagodas of Pagodas 485 " " together with Interest as now is or shall hereafter become Due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed 6th July 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orators Thomas Humpherston and Serjeant Major Alexander Small by his Attorney James Collings of Madras Merchants Administrators to all and Singular the Goods and Chattells, Rights and Credits of Alexander Baillie late of the same Place Merchant Deceased and to which Your Orators Shew they have Obtained Letters of Administration from out of the Kings Ordinary before this Honble Court as will appear by the same in Your Orators Possession and ready to be produced when Required that Manoel Amaro of the same place Inhabitant stands indebted unto Your Orators as Administrators aforementioned in the Sum of Sixty Pagodas and forty fanams Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Twenty four Pounds Seven Shillings and upwards as will more fully and at large appear by a Copy of a Bill hereunto annexed for the inspection of this Honble Court and which Your Orators as Administrators aforementioned Pray may be Admitted as part and Parcell of this their Bill of Complaint And Whereas Your Orators have frequently and in an amicable manner Requested Payment from the said Manoel Amaro of the said Sum of Sixty Pagodas and forty fanams

But now so it is and May it Please this Honble Court the said Manoel Amaro Obstinately and wilfully Refuses to

to Pay the same or to give Your Orators any manner of Satisfaction Touching the Premises Your Orators therefore pray a General Relief Inthe Premises Your Orators therefore pray a General Relief Inthe Premises Your Orators therefore pray a General Relief Inthe

To all and Singular the Goods and Chattels
Rights and Credits of Alexander Baillie
late of the same place Merchant Deceased
Complainant and Mayomel Ismaree of the
same place Inhabitant Defendant

The Defendant being in Court and Acknow-
ledging the Justness of the Complainants Demand This Court
do therefore think fit to Order and Decree and do hereby accordingly
Order and Decree that the Defendant do forthwith pay unto the Complai-
nant the full and just Sum of Sixty Pagodas and forty Fanams
1 Pagodas 60 40 Together with Bonches Interest as now is
or shall hereafter become due thereon until full Payment is
Made also all Costs of this Suit

By Court

Filed 12th February 1785

To the Honble The Mayors Court at Madras upon Oyer

Humbly Complaining Sheweth unto

this Honble Court Your Orator Damoo Chitty Ragava Chitty of
Madras Inhabitant That Venkatasa Pillah and Lyanpermaul
of the same place Inhabitants stand Justly and truly indebted
unto Your Orator in the full and Just Sum of Two Thousand One
Hundred and Seventy Six Pagodas Current Money of Madras
Making in Sterling Money of Great Britain at the Rate of Eight
Shillings for every Pagoda the Sum of Eight Hundred and
Seventy Pounds and Eight Shillings Arising on the principal
and Interest of a Mortgage Bond Jointly given and Granted
unto

unto Your Orator by the said Venkatasa Pillah and Lyanpermaul bear-
ing Date the Second day of October One Thousand Seven hundred and Eighty two
for the Principal Sum of One Thousand and Seven hundred Pagodas
Condetioned to be paid on or before the Ninth day of October One
Thousand Seven hundred and Eighty four with the Interest at the Rate
of Twelve per Cent per Annum And Your Orator Sheweth that
it is further Covenanted and Agreed by the said Venkatasa Pillah and
Lyanpermaul in the said Mortgage Bond that in case the said
the said Sum of Money should not be Discharged Accordingly to the
true Intent therein Specified For payment thereof that Your Orator shall and
Lawful may be at Liberty to Sue for the same in this Honble Court
as will more fully and at Large appear by an Account Current
and also by Copy of the Translation of the said Bond thereunto
Annexed for the Inspection of this Honble Court to which
Your Orator prays may be Admitted as part of this his Bill of
Complaint by which said Mortgage Bond and Account of the
said Venkatasa Pillah and Lyanpermaul Your Orator is at
full Liberty to commence an Action and sue for the payment
of the aforesaid Debt in this Honble Court According to the
Meaning Intent and Construction of his late Majestys Charter
Now in Force Respecting the prosecution of Suits between the
Natives of Madras in the Honble the Mayors Court Your Orator
further Sheweth That he hath frequently and in an amicable
Manner Requested payment of the said Sum of Two Thousand One
Hundred and Seventy Six Pagodas from the said Venkatasa
Pillah and Lyanpermaul

But so now so it is May it please this Honble Court
the

the said Vencatasa Pillah and Iyampermaul Obsolutely and wilfully Refuse to pay the same or to give Your Orator any manner of Satisfaction Touching the premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Vencatasapellah and Iyampermaul may upon their Corporal Oath full true Direct and perfect Answer make to all and Singular he Matters and things herein before Set forth and Alledged as fully truely and Effectually to all Intents, and purposes as if the same were here again Repeated and particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of Two thousand One hundred and Seventy Six Pagodas with all Such Interest as now is or shall hereafter may be Come due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the Said Vencatasapellah and Iyampermaul to be Summoned and Required by the Shereff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by Such Order and Decree therein as to this Honble Court shall Seem Meet

12th February 1785

Hy Du Puy
Attorney for the Complainant

This Bill was shewn to me between the days of Adjournment Set a Summons Issue thereon and Returnable Next Court Day

Philip Stowey Mayor

Dr Vencatasa Pillah & Iyampermaul in Acct Curr Danoo Chitty Ragava Chitty Cr

1782 October 20	To the Amount Principal of Your Joint Mortgage Bond to me of this date	1700	" "
1785 Feby 20	To Interest on Do from the 20 Octr 1782 to this day 2 yrs 4 mos @ 12 ₱ Cent per Annum	476	" "
	Pagodas	2176	" "

By Ballance ..... 2176 " "

Pagodas ... 2176 " "

Fort St George 2 Feby 1785
Errors Excepted

Translation of a Mortgage Bond dated the 22d of Parattasay Year called Loobakeroodu Answering to Anno Domini the 2d of Feb.y 1782

Venkatasa Pillah Neytheur to Chandy Venkata Krishnah Pillah and Bus Moorey Lyangurmaul Pillah do Jointly give this Mortgage Bond to Davoo Chitty Ragava Chitty that is to Say

On our urgent Occasions we have Mortgaged to You the Old and new Choultry Bills of Sales of Our Gardens Viz.t Five Little Dudes of Ture of Our Gardens Situated Din the North Side to the Black Town Wall on the East Side to Palavacarrum Gardens on the South Side to Mangapatty Naicks Garden and on the West Side to Venkata Sawmys Paddy Field Excluding with a Choultry Tank and well the Bills of Sales of Our Chatteram or Chandy House Situated at Triplicane and on the West Ward Street on the East ward Limd and Bounded on the Houses of Archiga alage Singeer and Ragava Chetty and five Bills of Sales of the Gardens Situated at Loobay on the West Side to Cummul Seer Choultry on the North Side to permaul Moodeliars Gardens on the East Side to Chinnatamby Moodelliys Garden and on the South Side to the Burning place Excluding with a Choultry and Tank the having Mortgaged to You the said premises and Borrowed and Received of You the Sum of S.Pag 1700 One Thousand and Seven hundred Star Pagodas Current Money of Madras which Sum we Jointly promise to Pay You on or before the 9th of October 1783 with Such Interest as may become due thereon at the rate of 12 P.Ct per Annum and redeem the said Mortgage in default of the said payment then You are impowered to Sue in the Court and Sell the said premises and paid Yourself Thus we do give this Mortgage Bond by our Consent Witnessed Bonfield Veeraguava Moodelliar and Street permadoor Cundapaker Moodeliar

by

by their knowledge Drawn by Saroovenebes Conseply Venkatachellum

Witnesses Signed
Veeraguvan
Cundapen

Signed
Venkatasen
Iyampermaul

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

Loobaroyen Interpr.

True Copy

H.y Du Puy
Attorney for the Compl.ts

Mayor's Court
Madraspatnam

Tuesday the 15th Day of February
Anno Domini 1785

Present

Philip Stowey Esquire Mayor
John Maxwell Robert Ewing
Aldermen

Between Davoo Chitty
Ragava Chitty of Madras Inhabitants
Complainants and Venkatasa Pillah
and Iyampermaul of the same place
Inhabitants Defendants

The Defendants being in Court and Acknowledging the Justness of the Complainants Demand this Court Rule Mutsefs Book for the Order and Decree as to the Recording by Order and Decree that the Defendants shall Grant unto the Complainant

Complainant the full and just Sum of Two thousand One hundred and Seventy Six Pagodas of Pagodas 2176 " " together with such Interest as now is or shall hereafter become due thereon untill full Payment is Made all so all Costs of this Suit

A Cur

Filed the 14th Feby 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Anavy Comarasawmy of Madras Inhabitant that Vencatachellum of the same place Inhabitant Stands justly and truely indebted unto Your Orator in the full and Just Sum of Twenty five Pagodas and five fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Ten Pounds and One Shillings or thereabouts arising on the principal and Interest of a Mortgage Bond given and granted unto Your Orator by the Said Vencatachellum on the fifteenth day of August One thousand Seven Hundred and Eighty four for the principal Sum of Twenty four Pagodas conditioned to be paid on or before the thirteeth day of October Next from the date thereof with Interest at the rate of Nine per Cent per Annum and Your Orator Sheweth that it is further Consented and agreed by the said Vencatachellum in the

Mortgage Bond that in case the Said Sum of Money should not be discharged According to the term therein specifies for payment thereof that Your Orator shall in such default be at liberty to Sue for the same in this Honble Court as will more fully and at large appear by an Account Current and also by Copy of the translation of the said Bond hereunto Annexed for the Inspection of this Honble Court both which Your Orator prays may be Admitted as part of this his Bill of Complaint By which said Mortgage Bond and consent of the said Vencatachellum Your Orator is at full liberty to commence an Action and Sue for the payment of his aforesaid Debt in this Honble Court According to the meaning sperit and Construction of his late Majesty's Charter now in force respecting the Prosecution of Suits between the natives of Madras in the Honble the Mayor's Court Your Orator further Sheweth that he hath frequently and in an Amicable Manner requested Payment of the Said Sum of Twenty five Pagodas and five fanams from the said Vencatachellum

But now so it is May it Please this Honble Court the said Vencatachellum Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfactions 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 Vencatachellum may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Sett forth and Alledged as fully truly and Effectually to all Intents and purposes as if the Same were here again repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the

the aforesaid Sum of Twenty five Pagodas and five 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 Venkatachellum to be Summoned and Required by the Sheriff of
Fort St George Town of Madraspatnam and the Districts thereof Perso-
nally 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 thereon as to this Honble Court
Shall Seem Meet

H^y Du Puy
Attorney for the Complt

12th February 1785

This Bill was sworn to and filed between the days
of Appearance Let a Summons Issue thereon
and Returnable Next Court Day

Philip Stanley Mayor

Translation of a Mortgage Bond Dated the 15th Augt 1784

I Venkatachellum Son of Lodey Ladyapah Mudeliar
do give this Mortgage Bond to Aluvay Comaravaeeny Mudeliar
Wife to Say

That I am Indebted and Have Mortgaged to You
a Piece of Ground together with a Bill of Sale which I Have Got Found
Wyla Lobroya Mudeliar and Borrowed and Received of You the
Sum of 24 Pagodas which Sum I promise to pay
You or your Order before the 30th of October Next with such Interest as may
become due thereon at the Rate of 9 p Cent p Annum and default
of Payment You are empowered to Sue and the Mayors
Court and Sell the said Premises and paid Yourself this Mortgage
this Mortgage Bond by my Consent Witnesses Saravinga-
pooram Venkatachariar and Coduanda Ramiah by their Knowledge
I Have Drawn by Wyla Vyrachy Iyah

Witnesses Signed
Venkatachariar
Coduanda Ramiah

Signed
Lodey Venkatachellum

Thus Translated so near as can be from the Malabar Language

Soobarayan
Interpr^t

True Copy
H^y Du Puy
Att^y for the Complt

			P.	F.	C.				
1784	15	To the Amount Princi-				By Ballance	25	5	
		pal of Your Mortgage							
		Bond Dated this day	24						
1785									
Feby	2	To Interest on D^o from							
		the 15th Augt 1784 to this							
		day is 5 & 7/12 p Cent							
		p Annum	1	5					
		Pagodas	25	5		Pagodas	25	5	

Fort St George 2 February 1785

E. E. pp

Mayor's Court at Madraspatnam

Tuesday the 15th Day of February Anno Domini 1785

Present

Philip Stowey Esquire Mayor

John Maxwell Robert Ewing Aldermen

Between Anavy Comarasawmy of Madras Inhabitant Complainant and Vencatachollum of the same place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Twenty five Pagodas and five fanams (Pagodas 25 " 5 ") together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed 26th Novr 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator and Oratrix Leopold Deatayde of Madras Inhabitant and Anna Deatayde his Wife that Se Bastiam Caldeira of the same place Inhabitant stands justly and truely Indebted unto Your Orator and Oratrix in the full and just Sum of Two hundred and Ninety Eight Star Pagodas Twenty Eight fanams and Twenty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One hundred and Nineteen Pounds and Nine Shillings or thereabouts for Money Advanced and goods Received by the said Se Bastiam Caldeira for the use and as the property of the said Se Bastiam Caldeira for the use and as the property of the said Anna Deatayde before her Intermarriage with the said Leopold Deatayde as will More fully and at Large Appear by the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orator and Oratrix Pray may be Admitted as part of this their Bill of Complaint and Whereas Your Oratrix before her Intermarriage as aforesaid and Your Orator and Oratrix Since have frequently and in an Amicable Manner Requested payment of the said Sum of Two hundred and Ninety Eight Star Pagodas Twenty Eight fanams and Twenty Cash from the said Se Bastiam Caldeira

But now so it is May it Please this Honble Court that the said Se Bastiam Caldeira Constantly Refuses to pay the Same

Same or to give Your Orator and Oratrix any Manner of Satisfaction Touching the Premisses Your Orator and Oratrix therefore pray a General Relief and such as to this Honble Court Shall appear Agreeable to Equity and good Conscience To the End therefore that the said Le Bastiam Caldeira May upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things hereon before Set forth and Alledged as fully truely perfectly and Effectually to all Intents and Purposes as if the same were hereagain Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator and Oratrix the said Sum of Two hundred and Ninety Eight Star Pagodas Twenty Eight fanams and Twenty Cash together with all such Interest as 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 Le Bastiam Caldeira 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 thereto Answer this Your Orator and Oratrix's Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

November 25th 1784

Peter Walker
Attorney for the Complainant

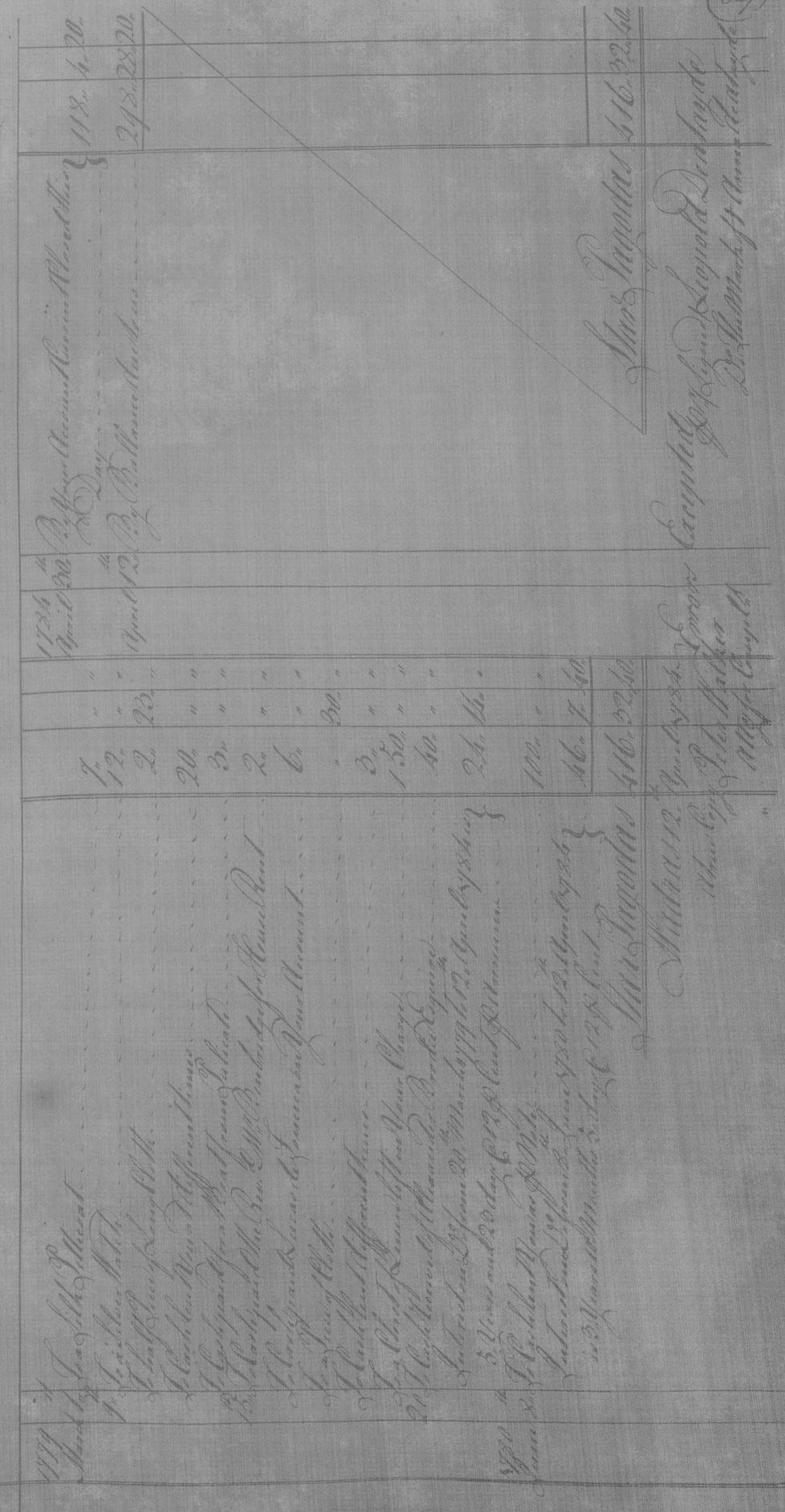
This Bill was Shewn to me between the Days of Adjournment let a Summons Issue Returnable Next Court Day

John Menzies
Mayor

Dr. Le Bastiam Caldeira in Acct Current with Leopold Deatayde and Anna Deatayde his Wife Cr.

1779 March 1st	To a Silk Petticoat					1784 April 30th	By Your Account Current Closed this Day	118.	4.	20.
1st	To a Silver Watch				7.	"				
	To half Piece of Long Cloth				12.	"				
	To Cash lent You at different times				2.	23.	April 12th By Ballance due to us	298.	28.	20.
	To Cash paid for a Boat from Julicate				20.	"				
13th	To Cash paid the Rev. Mr. Benbridge for House Rent				3.	"				
	To Cash paid Lucas de Fonceca on Your Account				2.	"				
	To a Piece of Cloth				6.	"				
	To Cash lent Different times				"	30.				
	To a Chest of Linen left in Your Charge				3.	"				
20th	To Cash Received of Alexander Brodie Esquire				150.	"				
	Interest on Do. from 20th March 1779 to 12th April 1784 is 5 Years and 23 days @ 12 p Cent p Annum				40.	"				
1780 June 8th	To Cash lent You as p Note				24.	14.				
	Interest on Do. from 8th June 1780 to 12th April 1784 is 3 Years 10 Months 5 days @ 12 p Cent				100.	"				
					46.	7.	40.			
					416.	32.	40.	Star Pagodas	416.	32.	40.

Madras 12th April 1784 Errors Excepted by Leopold Deatayde
Witness Copy Peter Walker Dr. the Mark of Anna Deatayde
Attorney for Complt.



Mayor's Court at Madraspatnam } { Tuesday the 15th Day of February Anno Domini 1785

Present

Philip Stowey Esquire Mayor

John Maxwell and Robert Ewing

Aldermen

Between Leopold deatayde of Madras Inhabitant and Anna Deatayde his Wife Complainant and Se Bastiam Caldeira of the Same place Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainants the full and just Sum of Two Hundred and Ninety Eight Star Pagodas Twenty Eight fanams and Twenty Cash Star Pagodas 298. 28. 20. together With such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed 23d October 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Robert Powney of Fort Saint George Merchant that Richard Johnston of Vipery Gentleman Stands Indebted unto Your Orator in the full and just Sum of One Hundred and thirteen Pagodas Sixteen fanams and forty Cash Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Forty five Pounds Seven Shillings and upwards as will more fully and at large Appear by an Account Current hereunto Annexed for the inspection of this Honble Court and which Your Orator Prays may be 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 the said Richard Johnston of the said Sum of One Hundred and thirteen Pagodas Sixteen fanams and forty Cash

But now so it is and may it Please this Honble Court the said Richard Johnston 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 Richard Johnston 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 hereagain repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the

the aforesaid Sum of One Hundred and thirteen Pagodas Sixteen fanams and forty Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Richard Johnston 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 thereto 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

23. Octr 1784

This Bill was Shewn to me between the Days of Adjournment

Let a Summons Issue Returnable Next Court Day

John Menzies
Mayor

Chas. Bromley
Attorney for the Complainant

Dr. Richard Johnston in Acct. Curr. with Robert Towney Cr.

1784 July 19th	To the Amount of my Bill as settled with You	208	23	1784 Septr 3	By Cash Received in part	100	"	"
Octr 21st	To Interest on Pag^s 208 23 from the 19th July 1784 to this Day @ 12 p Ct p Annum	6	15	Octr 21st	By Interest on the above Sum to this day @ 12 p Cent p Annum	1	21	40
					By Ballance due	113	16	40
	Pagodas	214	38		Pagodas	214	38	"

Fort St. George 21st October 1784

Errors Excepted

Robt. Towney

the aforesaid Sum of One Hundred and thirteen Pagodas Sixteen fanams and forty Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Richard Johnston 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 thereto 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

23. Octr 1784

Chas. Bromley
Attorney for the Complainant

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

John Menzies
Mayor

Dr. Richard Johnston in Acct. Curr. Cr. Robert Towney

1784 July 19th	To the Amount of my Bill as settled with You	208	23		1784 Septr 3	By Cash Received in part	100	"	"
Octr 21st	To Interest on Pag^s 208 23 from the 19th July 1784 to this Day @ 12 p Ct p Annum	6	13		Octr 21st	By Interest on the above Sum to this day @ 12 p Cent p Annum	6	21	40
						By Ballance due	113	16	40
	Pagodas	214	38			Pagodas	214	38	"

Fort St. George 21st October 1784
Errors Excepted
p Robt. Towney

Mayor's Court at Madraspatnam } { Tuesday the 15th Day of February Anno Domini 1785

Present

Philip Stowey Esquire Mayor

John Maxwell and Robert Ewing

Aldermen

Between Robert Pewney of Fort Saint George Merchant Complainant and Richard Johnston of Vizagapatam Gentleman Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and thirteen Pagodas Sixteen fanams and forty Cash of Pagodas 113.16 Cash together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed the 26th Feby 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Richard Dighton of Fort Saint George Esquire that Lunco Chenakistnamah Chitty of Madras Black Merchant Stands justly and truely indebted unto Your Orator in the full and just Sum of three hundred and Ninety Six Pagodas Sixteen fanams and forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings or thereabouts as Will More fully and at large Appear by the Copies of a Bond or Obligation and an Account Current thereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be Admitted as part of this Your Orator's Bill of Complaint the Originals thereof now being in Your Orator's Custody and ready to be produced when he shall be thereunto Required Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Requested payment from the said Lunco Chenakistnamah Chitty of the said Sum of three hundred and Ninety Six Pagodas Sixteen fanams and forty Cash

But now so it is May it Please this Honble Court that the said Lunco Chenakistnamah Chitty obstinately and Wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction Touching the Premisses Your Orator therefore Prays a General Release such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Lunco Chenakistnamah Chitty may upon his his Corporal Oath full true direct and Perfect Answer Make to all and Singular the Matters

and Things herein before Set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the Same were here again Repeated and Particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of three hundred and Ninety Six Star Pagodas Sixteen Fanams and forty Cash besides their with all Such Interest as 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 Lemoo Chinakistnamah Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Peter Walker
Atty for the Complainant

Fort St George 25th Feby 1785
Let a Subpoena Issue returnable the Day
for Defendant to Answer and Your Returnable the Next Court Day
of Adjournment Peter Saunders Your Returnable the Next Court Day

Philip Dawes Mayor

Know all Men by these Presents that I Lemoo Chinakistnamah Chitty of Madras am held and firmly bound unto Richard Dighton Esqr in the Penal Sum of Seven hundred Star Pagodas Twenty three Fanams to the Payment whereof well and truely to be made to the said Richard Dighton Esqr his heirs executors Administrators or Assigns I do hereby bind myself my heirs executors and Administrators firmly by these Presents Dated

Witness my hand and Seal at Madras this Seventh day of April in the Year One thousand Seven hundred and Eighty four

Whereas the above bound Lemoo Chinakistnamah hath borrowed and received of the above Named Richard Dighton Esqr the full and just Sum of three hundred fifty Eight Star Pagodas Seven Fanams to be Paid to the said Lender at the Rate of Twelve per Cent Pr Annum Star Pagodas Seven Fanams on Demand

Now the Condition of this Obligation is such that if the above bound Lemoo Chinakistnamah

Chinakistnamah his heirs executors Administrators or Assigns shall well and truely pay or cause to be paid unto Richard Dighton his heirs Executors Administrators or Assigns the full and just Sum of three hundred fifty Eight Star Pagodas Seven Fanams Star Cash besides Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to remain in full force and Virtue

L.S.

Signed Sealed and Delivered
Where no Stamp paper is to be had
in the presence of

A true Copy Peter Walker
Atty for the Compl^t

Dr Lemoo Chinakistnamah in Account Current with Richard Dighton Cr

1784						1785				
April	6	To Amount of Your Bond of this date payable as a Demand for	358	11	45	Feby 25	By Ballance Due		396	16	40
1785 Feby	25	To Interest on D^o to this day being 10 Months and 19 Days @ 12 Pr Cent Pr Annum	38	5	—						
		Star Pagodas	396	16	40		Star Pagodas		396	16	40

Madras 25th February 1785
Errors Excepted
(Signed) P Richd Dighton

A true Copy
Peter Walker
Atty for the Compl^t

Mayor's Court at Madraspatnam } Tuesday the 1st Day of March Anno Domini 1785

Present

Philip Stowey Esquire Mayor

James Call George Savage

Aldermen

Between Richard Dighton of Fort Saint George Esquire Complainant and Sunoo Chenakistnam Chetty of Madras Black Merchant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and and just Sum of three hundred and Ninety Six Pagodas Sixteen fanams and forty Cash of Pag.s 396 16 40 together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Ap Cur

Filed 3d December 1784

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Velleyapah Moodeliar of Madras Inhabitant that Shamud Saib of the same place Inhabitant Stands Justly and truely indebted unto Your Orator in the full and just Sum of One thousand one hundred and Twenty eight Pagodas and thirty two fanams Current Money of Madras making in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the sum of four hundred and fifty one Pounds and ten Shillings as will more fully and at Large Appear by Copy of a Mortgage Bond or Obligation and an Account Current thereunto Annexed for the Inspection of this Hon.ble Court and which Your Orator Prays may be Admitted as part of this his Bill of Complaint and Your Orator further sheweth unto this Hon.ble Court that he hath frequently and in an Amicable Manner requested Payment from the said Shamud Saib of the said sum of One thousand One hundred and Twenty eight Pagodas and thirty two fanams

But now so it is May it please this Hon.ble Court the said Shamud Saib Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief such as to this Hon.ble Court shall appear agreeable to Equity and good conscience To the End therefore that the said Shamud Saib may upon his Corporal Oath full to indirect and

and perfect Answer make to all and singular the Matters and things herein before set forth and Alledged as fully truely and Effectually to all intents and purposes as if the same were herein again Recited and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand One hundred and Twenty eight Pagodas and Thirty Two fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

2d Mayrit Pleas This Hon.ble Court hereon the said Shamud Sib to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Hon.ble Court at such time and place to be by this Hon.ble Court for that purpose Appointed and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon.ble Court shall Seem Meet

This 2d December 1784

This Bill was shewn to Court in the days of Adjournment Lita Summons ipsius Returnable Next Court Day

John Meerzies
Mayor

Sam.l Baker
Complainants Attorney

Translation of a Mortgage Bond Dated the 27th of Cheedy Year called Soobahoovadee Malabar Stile Answering to the Anno Domini the 7th of August 1782

I Shamud Sahib of Merchant and Inhabitant of Moodeliar Coot of Saint Thome do give this Mortgage Bond to Velleyapatti Moodeliar

Moodeliar son of Nellapatti Moodeliar of Tondiarpett Aldah Cast of the Same place that is to say

Our Own urgent occasions we have Mortgaged to You Our Garden situated on the East side to Lingo Chitty Garden on the West side to Dustagery Saibo Garden on the North side Lyadus same Garden and on the South side to Abdul Rauboo Cawns Garden together with the Paraveny also of the said Premises shall not the Accounts with Broadsewah Moodely and for the sum I am debted to him You have undertake to pay him Sixty Nine Pagodas Nine Hundred star Pagodas Current Money of Madras which Sum I promised to pay You on or before the 9th of February 1783 with such Interest as may become due thereon at the rate of 12 p Cent p Annum Default of the said Payment then You are impowered to sue and the Mayors Court and sell the same in Public Outcry if there shall be overplus which You should Return to me but if You cannot on the Deficiency which I promise to make good Thus I do give this Mortgage Bond by my Consent Witnesses Vyanamyapatty Moodeliar and Tuccolum Tumboo Chitty by their marapatti Moodeliar and Tuccolum Tumboo Chitty by their Knowledge Drawn by Ensign Cannoply of Tondiarpett

Witnesses Signed
Mootucomaayen Shamud
Tumboo Chitty

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

A true Copy

Soobaroyen
Judge

Sam.l Baker

Dr. Shamud Saib in Account Current with Velleyapah Moodelyar Cr.

1782 August 17th To the Amount of Your Bond of this day	900 " "	By Ballance due	1128 32 "
1786 April 20th To Interest on Do. to this day is 25 mos. and 13 days at 12 p Cent p Annum	228 32 "		
Pagodas	1128 32 "	Pagodas	1128 32 "

Fort Saint George 20th September 1786

Errors Excepted

Ahmed Copy

Chas. Baker

Mayor's Court at Madraspatnam } { Tuesday the 1st Day of March Anno Domini 1785

Present

Philip Stowey Esquire Mayor

James Call and George Savage

Aldermen

Between Velleyapah Moodelear of Madras Inhabitant Complainant and Shamud Saib of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainant's Bill which 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 One Thousand One hundred and Twenty eight Pagodas and thirty two fanams / Pagodas 1128 " 32 " / together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Cur

Filed 1st December 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complainna Sheweth unto this Honble Court Your Orator Peter Massey Captain of Fort Saint George Merchant That John Hinde of the same place Merchant Stands justly and truly indebted unto Your Orator in the Sum of Ninety Star Pagodas Thirty two Fanams and fifty Nine Cash making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Thirty Six pounds and eleven pence which Sum Your Orator Charges arises upon the Ballance of an Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be taken and accepted as part and parcel of this Your Orator's Bill of Complaint Your Orator Sheweth that he has frequently and in a friendly manner Requested payment of the aforementioned Sum of Ninety Pagodas Thirty two Fanams and fifty Nine Cash

But Now so it is May it Please this Honble Court the said John Hinde Obstinately and wilfully Refuses to pay or Make any Acknowledgment to Your Orator for the Same Your Orator therefore prays a General Rule of this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said John Hinde may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Premises as fully and particularly as if the were therein fully and particularly Interrogated

May it Please this Honble Court to Cause the said John Hinde to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts there of personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court for that and appointed then and there to Stand to and abide by such Order and Decree as this Honble Court shall be Pleased to Appoint and Direct

Fort St George the 6th December 1784

This Bill was Sworn to in Court between the Days of Adjournment Fiat a Summons

Returnable Next Court Day

John Menzies Mayor

Chas Brownley

Attorney for the Complainant

Mayor's Court at Madrass } Tuesday the 1st Day of March Anno Domini 1785

Present

Philip Stoney Esquire Mayor
James Call and George Savage
Aldermen

Between Peter Massey Captain of Fort Saint George Merchant Complainant and Joban Hindoo 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 it is accordingly Order and Decreed that the Defendant shall pay unto the Complainant the full and just Sum of Ninety Star Pagodas Thirty Two Fanams and fifty Nine Cash Pagodas 90.32.59 with Interest as now is or shall hereafter become due together with such Costs as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

D. Clue

Filed 25th Feby 1783

To the Honble the Mayors Court at Madrasapatnam

Humbly Complaining Shewn Unto this Honble Court Your Orator Lawrence Callaw Mootiah Modelliar by his Attorney William Clerk of Madras Inhabitant that Sullavadoo Chunglevarayen of the same place Inhabitant Stands justly and truly indebted unto Your Orator in the full and just Sum of Three hundred and Twenty Seven Pagodas and Thirty Six fanams Current Money of Madras making and Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Thirty One Pounds Two Shillings and upwards being the Ballance of an Account Current Money Obligatory given and granted unto Your Orator by the said Sullavadoo Chunglevarayen bearing date the 22nd Day of December in the Year One Thousand Seven Hundred and Seventy Eight as by the said Account Current also and Assignment or Transfer thereof with a Power of Attorney thereunto Annexed for the more Ease of this Honble Court to which Your Orator prays may be all and each as part of this Your Orator's Bill of Complaint And whereas Your Orator hath frequently and in a friendly manner Requested Payment from the said Sullavadoo Chungleva rayen of the said Sum of Three hundred and Twenty Seven Pagodas and Thirty Six fanams But now so it is and May it Please this Honble Court the said Sullavadoo Chungleva rayen Obstinately and Wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore prays a Genl Relief as such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Sullavadoo Chungleva rayen 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 truly and Effectually to all Intents and purposes as if the same were thereagainst Separately and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Three hundred and Twenty Seven Pagodas and Thirty Six 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 Sullavadoo Chungleva rayen to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and the Districts thereof personally to be and appear before this Honble Court at a certain Time and place to be by this Honble Court prefixed and appointed then and there to Answer the Premises of Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court shall seem Meet

Jno Bromley
Attorney for the Complainant

Translation of a Bond or Obligation Dated the 22nd December 1778

Malabar Style

I Sullavadoo Chungleva rayen of Madras do owe this Bond to Mootiah Modelliar Son of Summeer Chanu Lawyah Modelliar of the same place that is to say Ow ing my Urgent Occasion I have Borrowed and Received of You the Sum of 224 Two hundred and Twenty four Star Pagodas Current

Current Money of Madras, which Sum I promise to pay Your self and
and Your Heirs to Interest as may become due thereon at the Rate of 12 ℔Cs
℔ Annum. Witness I do give this Bond by my Consent

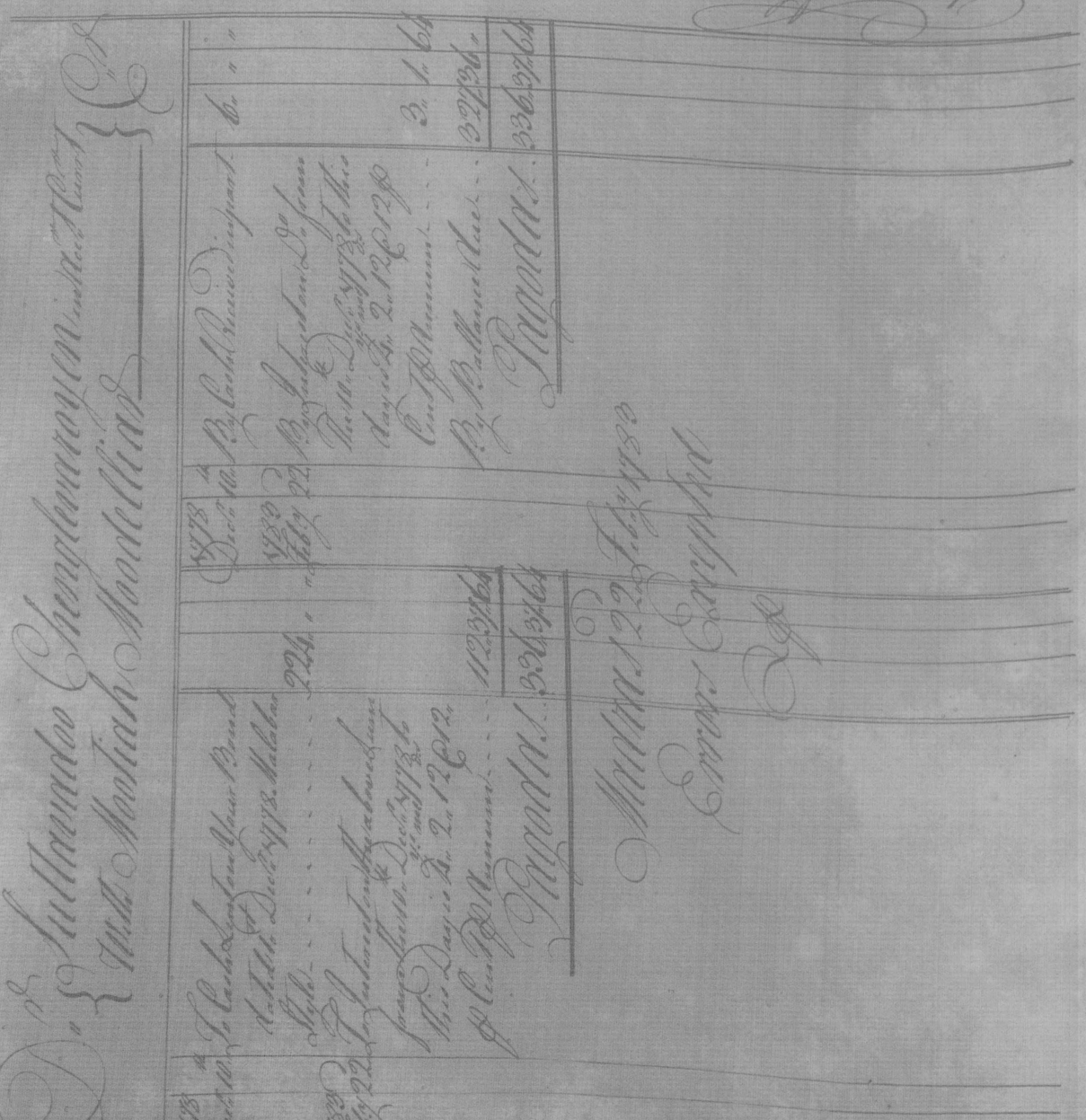
Signed Chengelvarayen

Witness
Signed
Arumachellum
Cachalyayen

This Day Paid for Rent Pagodas 1.

A True Translation as near as can be from the Malabar Language
by Lorbarayan Linnen Court Interpreter

Chas. P. Brumley
Agt for the Company



To all People To whom these Presents shall Come Greeting
Whereas Sultavadoo Chengalvarayen of Madras Inhabitant on the
Ballance of an Account Current bearing date the Twenty Second Day of
February in this present Year of Our Lord One Thousand Seven Hundred
and Eighty three Stands Indebted to Tannuercollam Mootiah
Modelliar in the Sum of Three Hundred and Twenty Seven Pagodas
and Thirty Six Fanams Current Money of Madras Arising and Bound
in Writing Obligatory bearing date the first Day of December in the
Year One Thousand Seven Hundred and Seventy Eight Now Know
Ye That the said Tannuercollam Mootiah Modelliar for a Valuable
Consideration to him 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 Tannuercollam Mootiah Modelliar
doth hereby acknowledge He the said Tannuercollam Mootiah
Modelliar hath Assigned and Set over and by these Presents Doth
Assign and Set over unto the said William Clerk the said Account Current
and Bond and the Money on Account Principal and Interest Money now
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 Tannuer
collam Mootiah Modelliar for the Consideration aforesaid hath made
Constituted and appointed and by these presents Doth make Constitute
and Appoint the said William Clerk his Executors and Administrators
and Assigns his true and Lawfull Attorney and Attornies Irrevocable for him
and in his Name and in the Name and Names of his Executors and
Administrators but for the Sole and proper Use and Benefit of the said
William Clerk his Executors Administrators and Assigns to Ask Require
Demand and Receive of the said Sultavadoo Chengalvarayen his
Heirs Executors and Administrators the Money due and to become
due

due on the said Account Current and Bond and on non Payment thereof he the said William Clerk his Heirs Executors and Administrators to Sue for and recover the Same and on payment thereof to deliver up the said Account Current and Bond and give Sufficient Releases and Discharges therefore and one or more Attorney or Attornies under him to Constitute and whatsoever the said William Clerk or his Attorney or Attornies under him shall Lawfully do in the premises the said Tanneercollam Mostiah Moodelliar doth hereby allow and affirm and the said Tanneercollam Mostiah Moodelliar doth Covenant with the said William Clerk that he the said Tanneercollam Mostiah Moodeliar 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 William Clerk Saving the said Tanneercollam Mostiah Moodelliar harmless of and from any Costs that may happen to him thereby In Witness whereof the said Tanneercollam Mostiah Moodelliar Hath hereunto Set his Hand and Seal in Madras this Twenty fourth Day of February One thousand Seven Hundred and Eighty three

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

[illegible]

Mayor's Court at Madraspatnam } { Tuesday the 8th Day of March Anno Domini 1785

Present

Philip Stowey Esquire Mayor
Edward John Hollond and Vencentio Corbett Aldermen

Between Tanneercollum Mostiah Moodelliar by his Attorneys William Clerk of Madras Inhabitant Complainant and Luttavado Chenglevarayen of the Same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Hundred and Twenty Seven Pagodas and thirty Sia fanams (Pag.s 327. 36.) of together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Pr Cur

Filed 23 Novr 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator James Stringer of Madras Gentleman that William Wilson Administrator of the Estate and Effects of William Fox late deceased Stands Indebted unto Your Orator in the full and just Sum of thirty Pagos Current Money of Madras making in sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twelve Pounds as will more fully and at large Appear by Copy of a Bill hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint and Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested payment from the said William Wilson as Administrator as aforesaid of the said Sum of Thirty Pagodas

But now so it is May it Please this Honble Court the said William Wilson as Administrator as aforesaid 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 William Wilson as Administrator as aforesaid may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully Truely and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator

Orator the aforesaid Sum of thirty Pagodas with all such Interest as Now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court the said William Wilson as Administrator as aforesaid to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the district thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer 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. Baker
Atty for the Compt.

23 November 1784
This Bill was shewn to me in the day of Adjournment Let a Summons issue Returnable Next Court day

John Menzies Mayor

Mr. Fox ---------- Dr.

To three Months House Rent due 1st July 1784 ---- Pagodas 30 " "

(Signed) Jas. Stringer

A true Copy
Chas. Baker

Mayors Court at Madraspatnam

Tuesday the 8th Day of March Anno Domini 1785

Present

Philip Stowey Esquire Mayor

Edward John Hollond and Vincentio Corbett Aldermen

Between James Stringer of of Madras Gentlemen Complainant and William Wilson Administrator of the Estate and Effects of William Fox late Deceased 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 thirty Pagodas Pag.s 30/ together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed the 18th Sept.r 1784

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

Humbly Complaining Shewethunto this Hon.ble Court Your Orator Chedaringapatnam Venaydga Moodelier of Madras Inhabitant that Manwakam Nellapah also of the same Place Inhabitant Stands indebted unto Your Orator in the full and Just Sum of three hundred and fifteen Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One hundred and Twenty Six Pounds as will morefully and at large

Appear

Appear by the Copies of the Translations of a Bond or Obligation and an Account Current thereunto Annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this his Bill of Complaint and the Originals whereof are in Your Orators Possession and Ready to be produced to this Honble Court when Required and Your Orator further Shews unto this Honble Court that he hath frequently and in a friendly manner Requested the Payment of the Said Sum of three hundred and fifteen Pagodas

But notwithstanding all which premises the said Honble Court the said Mannevakam Nellagiah Obstinately and wilfully refuse to pay the Same or to give Your Orator any manner of Satisfaction touching the premises Your Orator prays a General Relief & such as to this Honble Court shall Appear agreable to Equity and good Conscience In the End Therefore that the said Mannevakam Nellagiah may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all Intents and purposes as if the Same were thereto again Repeated and particularly interrogated And that he may be Decreed to pay unto Your Orator the aforesaid Sum of three hundred and fifteen Pagodas with all Such Interest as now is or shall thereafter become due thereon also Costs of this Suit

May it Please this Honble Court to Cause the said Mannevakam Nellagiah 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 the Premises Your Orator's Bill of Complaint and further to Stand to and abide by Such Order and Decree therein as to this Honble Court shall Seem Meet

S. Toplam
Attorney for the Complt

8th Sept. 1784
This Bill was shewn to me between the Days of Adjournment Let a Summons Issue and Returnable Next Court Day

John Monzies
Mayor

Translation of a Bond or Obligation Dated 1st April 1784

I Mannevakam Nellagiah of Madras Inhabitant do give this Bond or Obligation to Chadarangapathanam Venugopal Mondelliar of the same place Inhabitant for many Urgent Occasions I have Borrowed and Received of You Honble and Honest Sum of three Hundred Star Pagodas Current Money of Madras which Sum I promise to pay on Demand with Such Interest as may become due thereon at the Rate of (12) p Cent p Annum in case of default of payment I am to be Prosecuted within this Honble the Mayors Court and Receive the same I do give this Bond or Obligation with many free will and Consent Witness the Mayor Cassava Pennaul Mondelliar and Margayyanam Mootial Chetty by their Knowledge Drawn by Mangatar Nellagiah

Witnesses Signed
Mayor Cassava Pennaul
Margayyanam Mootial Chetty

May 15. Received in part of this Bond in the Presence of Pennamally Lyal Mondelliar, One Hundred Pagodas

A true Copy
S. Toplam

Dr. Ananda Kom Nilayanah Vandiar Cr. Cadarangapa Modeliar

1784 May 12	To Cash Recd. Disbursd.		100	"	"
" 12	To Interest Cost & this Day being 2 Months		3	"	"
Augt 15	To Ditto Cost & this Day being 4 Months		3	"	"
			103	"	"
	To Balance Carried down		515	"	"
		Pagodas	618	"	"
1785 April 1	To Balance Brought down	Pagodas	515	"	"
	To Interest 1 Month		5	"	"
	To Ditto 2 Months		5	"	"
	To Ditto 2 Months		5	"	"
	To Ditto 4 Months		10	"	"
	To Ditto 4 Months		10	"	"
	To Ditto 4 Months		10

(360)

Filed 20th Octr 1784

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Most meekly & Madrasi Dubash that Pascala Vencatasawmy also of the same place Dubash stands justly and truely indebted unto Your Orator in the full and just Sum of Eighty three Pagodas and Thirty four fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the sum of Thirty three Pounds and Ten Shillings as Will more fully and at Large Appear by Copy of a Promissory note hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint and Your Orator further shews unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Pascala Vencatasawmy of the said Sum of Eighty three Pagodas and Thirty four fanams

But now so it is May it Please this Honble Court the said Pascala Vencatasawmy 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 as such that this Honble Court shall Appear Agreeable to Equity and good Conscience

To the End therefore that the said Pascala Vencatasawmy 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 and Effectually to all Intents and purposes

(361)

as if the same were here again and Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Eighty three Pagodas and Thirty four fanams with all Such Interest as now are or shall thereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Pascala Vencatasawmy to be Summoned and Required by the Sheriff of Fort St George Town of Madrasapatnam 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

Jno Baker
Compts Attorney

20th October 1784

This Bill was shewn the Court in the Days of Adjournment Nota Summons issue Returnable Next Court Day

John Menzies Mayor

Two Weeks after Date I promise to pay Unto Mr Pascala Vencatasawmy or Order Eighty three Star Pagodas and Thirty four fanams with Interest at the Rate of 12 p Cent p Annum Lodged in Court by way of Security for payment thereof to Prosecute in the Honble the Mayor's Court at Madrasapatnam Witness my hand this 5th Day of September 1784

Witnesses
Conavasawmy

(Signed)

A true Copy
Jno Baker

Mayor's Court at Madrasapatnam — Tuesday the 13th day of March Anno Domini 1785

Present

Philip Stowey Esquire Mayor
John Menzies and Robert Ewing
Aldermen

Between Moonagilly of Madras Dubash Complainant and Paucala Vencatadauvany alias of the Same place Dubash 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 Eighty three Pagodas and Thirty four Fanams of Pagodas 83 3/4 together with all Costs Interest &c Now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

By Court

Filed 27th Sept. 1784

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Shew unto this Honble Court Your Orator Madabi Lunguna Chetty of Madras Black Merchant That Anne Hagan of Madras Widow Standeth Justly and Truely indebted unto Your Orator in the full and just Sum of Two hundred and Sixty Two Star Pagodas Twenty four Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and four Pounds and Six Pence or thereabouts as will more fully and at Large Appear by the Copy of an Account Current and three Several Promissary Notes hereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be Admitted as part of this Bill of Complaint Your Orator being and Ever Ready to be governed and Abide by this Honble Court in whatsoever shall be Directed Duly required And Your Orator further Shews unto this Honble Court That he hath frequently and in an Humble Manner Requested the said Anne Hagan to pay unto the said Sum of Two hundred and Sixty Two Star Pagodas Twenty four Fanams and forty Cash

But now so it is May it please this Honble Court That the said Anne Hagan 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 unto this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Anne Hagan may upon her Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things herein before Set forth and Alledged as fully truely and Effectually to all intents

intents and purposes as if the same were here again repeated and particularly interrogated and that she may be decreed to pay unto Your Orator the aforesaid Sum of Two hundred and Sixty Two Star Pagodas Twenty four fanams and forty Cash together with all such Interest as 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 Anne Hagan 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 perfixed and Appointed then and thereto Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree thereon as to this Honble Court Shall Seem Meet

Fort Saint George 25th September 1784

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

John Menzies
Mayor

Peter Walker
Attorney for the Complainant

Dr. Anne Hagan in Account Current with the Madah Surgeon Cutty Cr.

1783 Decr.	5th	To Amount of Your Promissory Notes for House Rent	156	"	"	1784 July	20th	By Ballance Due	262 24 40
1784 May	30th	To Do. of another Do. for Do.	72	"	"				
June	30th	To Do. of another Do. for Do.	12	"	"				
July	20th	To House Rent due for 24 Days from the 27th June last to this day @ 12 Pagd. p Month	9	25	"				
			249	25	"				
		To Interest in the following Sums to this day @ 12 p Cent p Annum Mr. Dr. On Do. 156 " for 7 15 11 30 70 72 " " 1 20 1 8 40 12 " " " 20 " 5 10	12	44	40				
		Pagodas	262	24	40				

Madras 20th July 1784
Errors Excepted p Cr. Signed
Attd. Copy Peter Walker
Atty for the Complt.

I Promise to pay to Madah Jungum Chitty or Order the Sum of One hundred and fifty Six Pagodas on Account of House Rent from 27th Octr 1782 to 27th November 1783 is thirteen Months at 12 Pagos ⅌ Month which Payable on Demand Witness my Hand this 5th day of December 1783

(Signed) Anne hagan

A true Copy
Peter Walker
Attyr for Complt

Star Pagos 156

I Promise to pay to Madah Jungum Chitty or Order the Sum of Seventy Two Pagodas on Account of House Rent from 27th November 1783 to 27th May 1784 is Six Months at 12 Pagodas ⅌ Month which Payable on Demand as Witness my Hand Dated at Madras this 30th Day of May 1784

(Signed) Anne hagan

A true Copy
Peter Walker
Attyr for Complt

Star Pagos 72

I Promise to pay to Madah Jungum Chitty or Order the Sum of Twelve Pagodas on Account of House Rent from 27th May to 27th June is One Month which Payable on Demand as Witness My Hand Dated at Madras this 30th June 1784

(Signed) Anne hagan

A true Copy
Peter Walker
Attyr for Complt

Star Pagos 12

Mayor's Court at Madraspatnam

Tuesday the 15th Day of March Anno Domini 1785

Present

Philip Stowey Esquire Mayor
John Menzies and Robert Ewing
Aldermen

Between Madah Jungum Chitty of Madras Black Merchant Complainant and Anne hagan of Madras Widow 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 Two Hundred and Sixty two Star Pagodas Twenty four fanams and forty Cash (Pagodas 262. 24. 40) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Ap Cur

Filed 8th October 1784

To The Honble The Mayors Court at Madras sporduam

Humbly Complaining Shew unto this Honble Court Your Orator Lucas de Fonseca of Madras Inhabitant that Ignacia Harris of the same place Widow and Anthony de Costa also of the same Inhabitant stand indebted unto Your Orator in the full and just Sum of Ninety four Pagodas Twenty Eight Fanams and Ten Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Thirty Seven Pounds and Nineteen Shillings or thereabouts as will more fully and at large appear by the Copy of a Promissary Note of hand under the Hand of the said Ignacia Harris and Anthony de Costa to Peter de Cunha and by him Indorsed and Assigned to Your Orator as also the Copy of an Account thereof hereunto Annexed for the Perquisition of this Honble Court to which Your Orator Prays may be admitted as part of this Your Orator's Bill of Complaint the Originals thereof being now in Your Orator's Custody and ready to be produced to this Honble Court whenever he shall be thereunto required Your Orator further Shews unto this Honble Court that he hath frequently and in a friendly manner Required Payment from the said Ignacia Harris and Anthony de Costa of the said Sum of Ninety four Pagodas Twenty Eight Fanams and Ten Cash

But Notwithstanding May it Please this Honble Court that the said Ignacia Harris and Anthony de Costa obstinately and wilfully refuse to pay the same or to give Your Orator any manner of Satisfaction touching the Premises for Your Orator therefore Prays Process

Relief Such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Ignacia Harris and Anthony de Costa may upon their Corporal Oaths full True direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of Ninety four Pagodas Twenty Eight Fanams and Ten Cash together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court the Said Ignacia Harris and Anthony de Costa be Summoned and Required by the Sheriff of Fort Saint George Town of Madras aforesaid and the Districts thereof Severally to be and appear before this Honble Court at a certain Time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree thereon as to this Honble Court shall seem Meet

Peter Walker
Atty for the Complt^s

Fort Saint George 8th Octr 1784
This B. Was Shewn Sent between the Day
of Adjournment & Ld Summons Your Honourable
Next Court Day John Menzies Mayor

In Honor Mentioned Time Appeared the Defendant Ignacia Harris and Prayed Leave to pay unto Mr Peter de Cunha or Order the Sum of Eighty four Pagodas Thirty five Fanams and Ten Cash Principal & Interest Due on the Bill Annexed to this Declaration Signed by Mr Walker Attorney for the Complainant Ordered that the Defendant Pay the Principal & Interest Due on the Bill Annexed to this Declaration to the Complainant or Order Ordered that the Defendant Pay the Costs of this Suit

John Green Madras 25th October 1784

Witnesses
Signed J. Charles Hollis
Do Mr. Jamaica

Signed Ignacia Harris
Signed Anthy de Costa

I Pedro de Cunha of Madras Inhabitant for a Valuable Consideration to Me in hand paid by Mr. Lucas de Fonseca the Receipt whereof I do hereby Acknowledge have Granted Bargained Sold Assigned and Set Over and do by these Presents Bargain Sell Assign and Set over unto the Said Lucas de Fonseca the Recited Note of Hand and all and Singular the Sum and Sums of Money due and Owing unto me by the Within Named Ignacia Harris and Antonio de Costa Madras 22 Septr. 1784

(Signed) Pedro de Cunha

Witness
(Signed) Nicolas de Monte
Do. João Bautista

A true Copy Peter Walker

Dr. { Mrs. Ignacia Harris and Antony de Costa in Acct. Current With Lucas de Fonseca } Cr.

1783 Octr.	20	To Amount of Your joint Promissary Note of Hand of this to Pedro de Cunha and by him Indorsed and Assigned over to Me	85	"	"	1784 Septr.	30	By Ballance due	94	28	10
1784 Septr.	30	To Interest on the above Sum to this day being 11 mo. 10 ds. @ 12 ₱ Cent ₱ Annum	9	28	10						
		S. Pagodas	94	28	10			S. Pagodas	94	28	10

Madraspatnam 1st. Octr. 1784

Errors Excepted (Signed) L. D. Fonseca

A true Copy Peter Walker

Filed 9th December 1784

In the Honble the Mayor's Court at Madraspatnam

Between Lucas de Fonseca of Madras Inhabitant Complainant and Ignacia Harris of the same Place Widow and Anthony de Costa of the same Place Inhabitant Defendant

The Affidavit of Lucas de Fonseca the above named Complainant

This Deponent maketh Oath and Saith that the above named Defendant Ignacia Harris and Anthony de Costa stand justly and truely indebted unto the above Named Deponent in the full and just Sum of Ninety four Pagodas Twenty Eight fanams and Ten Cash Current Money of Madras

A true Translate W. Lewcock P. Int.

Na Honoravel Corte Mayoral da Madraspatão

Entre Lucas de Fonseca Habitante da Madrasta Queixante e Ignacia Harris Viuva da mesma lugar e Anthony de Costa Habitante Defendentes

O Depoiemento de Lucas de Fonseca a Sima Mencionado Queixante Este Depoiente faz Juramento e Diz que a Sima Mencionado Defendente Ignacia Harris e Anthony de Costa fica Justo e Verdaderamente endividado a Sima Mencionado Depoiente na Justa Soma de Noventa quatro Pagodes e Vinte Nove fanoems e Diz Caxes Moeda Corrente da Madrasta

L. D. Fonseca

Sworn before me this 9th December 1784 John Menzies Mayor

Mayor's Court at Madraspatnam

Tuesday the 15th Day of March Anno Domini 1785

Present

Philip Stowey Esquire Mayor

John Menzies and Robert Ewing Aldermen

Between Lucas de Fonseca of Madras Inhabitant Complainant and Ignacia Harris of the Same place Widow and Antonio de Costa also of the Same place Inhabitant Defendants

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Ninety four Pagodas Twenty Eight fanams and Ten Cash (Pagodas 94. 28. 10) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Pl Cur

Filed 11th Decr 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Pooleyoor Vadooganauda Moodelly of Madras Inhabitant that Zachariah Polack of Madras Shop Keeper stands indebted unto Your Orator in the full and Just Sum of One hundred and Ninety Two Star Pagodas and Fourteen fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Seventy Six Pounds and Sixteen Shillings or thereabouts as will Morefully and at large Appear by the Copies of a Bond and of an Account Current hereunto Annexed for the Inspection of this Honble Court and Prayed by Your Orator to be taken as part of this his Bill of Complaint the Originals Whereof are in Your Orator's Possession and Ready to be Produced to this Honble Court when required And for the further Satisfaction of this Honble Court Your Orator Sheweth that he did on or about the Sixteenth day of October which was in the Year of Our Lord One thousand Seven hundred and Eighty two lend and advance unto the said Zachariah Polack the Sum of Two hundred and Fifty Pagodas upon his said Bond or Obligation Copy whereof is hereunto Annexed and Payable in five Months from the date of the Bond with Interest at the Rate of Twelve per Cent ℘ Annum as appears on the face of the said Bond and Your Orator Sheweth that Soon after the time was out for the Payment of the said Bond the said Zachariah Polack not being able to discharge the whole Amount of the said Bond he the said Zachariah Polack requested of Your Orator to Accept One hundred Pagodas in part payment of the said Bond and that he would Pay off the Remainder Shortly, and Your Orator did Accordingly on the Tenth day of May in the

the Year of Our Lord One Thousand Seven hundred and Eighty three
Accept and Receive One hundred Pagodas for which he hath given Credit
in his said Account Current hereunto Annexed and Your Orator Sheweth
that the said Zachariah Polack failed in his Promise in discharging the
remainder of the said Bond altho' Your Orator hath very often Applied
unto him for that Purpose which Obliged Your Orator to Apply unto the
Attorney of Your Orator to write a Letter unto the said Zachariah
Polack to demand Payment of the said Bond and on Refusal to Prose-
cute him in this Houble Court and Your Orator Sheweth that his
Attorney did Accordingly on the Second day of October in this Present
Year of Our Lord One Thousand Seven hundred and Eighty four write
unto the said Zachariah Polack demanding Payment of the said
Bond and the said Zachariah Polack did on the same day Write
an Answer to Your Orator's Attorney a Copy of which Marked N. 1 is
hereunto Annexed and prayed by Your Orator to be taken as part of
this his Bill of Complaint the Original whereof is in Your Orators
Possession and ready to be Produced to this Houble Court when Required
and Your Orator Sheweth that the said Zachariah Polack Notwith-
standing his having by such Letter tacitly Acknowledged the justness
of Your Orator's Said Demand and Craved indulgence only as to time
for the Payment thereof nevertheless the said Zachariah Polack did
afterwards with a View to harrass and Vex Your Orator Compose a
false and Unjust Account against Your Orator for three hundred and
Seventeen Pagodas thirty Nine fanams and Eighteen Cash pretending
that the same was Due for the Rent or hire of Two Tarpaulins for thirteen
Months at the Rate of Twenty Two Pagodas thirty Six Fanams &c
Month which Appears to be an extraordinary demand Because the
Common Price of Tarpaulins is not More than Six or Seven Pagodas each
and

and Your Orator Sheweth that the said Zachariah Polack did on the
Next day that is to say on the Third day of the Said Month of October Send
a Letter N. 2 and the said Account N. 3. as also an Account Current
N. 4. to Your Orator's Attorney Copies of which are hereunto Annexed
and Prayed by Your Orator to be taken as part of this his Bill of Complaint
the Originals whereof are in Your Orator's Possession and ready to be Produced
to this Houble Court when Required and Your Orator Sheweth that he is
quite Stranger to the said Charge of Rent for the Tarpaulins for Your Orator
did not nor did any one for him ever receive any Tarpaulins from the
Said Zachariah Polack for Hire or otherwise and Your Orator further
Sheweth unto this Houble Court that he hath Since frequently and
in a friendly manner requested the payment of the said Sum of One
hundred and Ninety Two Pagodas and Fourteen fanams

But now so it is and may it please this Houble
Court the said Zachariah Polack obstinately and wilfully refuses to pay
the same or to give Your Orator any manner of Satisfaction touching the
premises Your Orator prays a General Relief Such as to this Houble
Court shall appear agreable to Equity and Good Conscience To the End
therefore that the said Zachariah Polack 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 full truely
and effectually to all intents and purposes as if the same were hereagain
repeated and particularly interrogated and that the said Zachariah
Polack may particularly set forth whether he hath not Borrowed from
Your Orator the said Sum of Two hundred and Fifty Pagodas and
whether he did not Pay One hundred Pagodas in Part Payment of
the said Bond with a faithful promise that he would Discharge the
remainder

Remainder in a Short time and Whether the said Zackariah Polack did or did not write to Your Orator's Attorney the letter hereunto Annexed Marked No. 1. and Your Orator prayeth that the said Zackariah Polack may further set forth whether he hath not promised to pay the Ballance of the Bond from time to time Even Just before the time of Applying to Your Orator's Attorney for Redress and if he hath Realy any Damand upon Your Orator why he did not tell the same to Your Orator's people when they Demanded the Ballance of the said Bond and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Ninety Two Pagodas and Fourteen fanams with all such Interest as now is or shall hereafter become due thereon also costs of the Suit

May it Please this Honble Court to Cause the Said Zackariah Polack 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

December 11th 1784

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

John Menzies
Mayor

S. Popham
Attorney for Compt^t

Know all Men by these presents that I Zackkariah Polack of Madras Merchant am held and firmly bound unto Pooleyoor Vadooganauda Moodelly of the said place Inhabitant in the penal Sum of Five hundred Star Pagodas to the payment whereof well and truely to be made to the said Pooleyoor Vadooganaudah Moodelly his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto set my Hand and Seal in Madras this Sixteenth day of October in the Year One thousand Seven hundred and Eighty

Whereas the above bound Zackkariah Polack hath borrowed and Received of the above Named Pooleyoor Vadooganaudah Moodelly the full and Just Sum of Two hundred and Fifty Star Pagodas to Cum Interest at the Rate of Twelve per Cent per Annum and Payable in Five Months from the date hereof

Now the Condition of this Obligation is such that if the above bound Zackkariah Polack his heirs executors administrators or Assigns shall well and truely pay or cause to be paid unto Pooleyoor Vadooganawdah Moodelly his heirs Executors Administrators or Assigns the full and just Sum of Two hundred and Fifty Star Pagodas together with such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effects Otherwise to continue in full force and Virtue

Signed Sealed and Delivered Whereas Stampt paper is to be had in the presence of - - - - - - - -

Z. Polack (L.S.)

[illegible]

Paid in Part of this Bond One Hundred Pagodas
10th May 1783

A true Copy
S. Popham

Postage Vadoogannauda Moodelly

Dr. to Lackshmanah Block Amanuensis

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	6th	To Cash Received				
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Mayor's Court
Madrasapatanam

Tuesday the 22nd Day of March
Anno Domini 1785

Present

Philip Mossey Esquire Mayor
Edward Garrow and John Du Pre Porcher
Aldermen

Between Pookyoor Vadooga-
naden Moodelly of Madras Inhabitant
Complainant and Zachariah Black
of Madras Ships Keeper Defendant

It Appearing by the Records of this Court that
the usual Rules have issued for the Defendant to Answer the Complai-
nants Bill which he has neglected doing This Court do therefore
think fit to Order and Decree and do Order accordingly Order and
Decree that the Defendant do pay unto the Complainant the
full and just Sum of One Hundred and Thirty Pagodas Pag.130/
together with all Costs Instituted thereon and that Same be come
due thereon until full Payment be Made also all Costs of this Suit

Dft Cur

Dr. Zacharias Black

1785				
May	16	To Cash Paid		25
		Ditto Paid Mr. Hamilton Chirurgeon for Medicines		16
		Ditto Paid Mr. Hamilton Chirurgeon for Medicines		30
		Ditto Paid Mr. Hamilton Chirurgeon for Medicines		12
		Ditto Paid Mr. Hamilton Chirurgeon for Medicines		6

Filed 18th March 1785

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Shew Unto this Honble Court Your Orator Pummy Sawvaloinga Chetty of Madras Inhabitant That Alagammy and Moovendammy alias of Madras Inhabitants Stands indebted unto Your Orator in the full and just Sum of Two hundred and Nineteen Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Eighty Seven Pounds and Twelve Shillings as will more fully and at Large Appear by the Copy of Translation of a Mortgage Bond thereunto Annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this his Bill of Complaint the Original whereof Your Orator is possessed and Ready to be produced to this Honble Court when required and Your Orator further Sheweth unto this Honble Court that She hath frequently and in a friendly Manner Requested the Payment of the said Sum of Two hundred and Nineteen Star Pagodas

But Notwithstanding and may it please this Honble Court the said Alagammy and Moovendammy obstinately and wilfully refuse to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a general Relief Such as to this Honble Court shall Appear agreable to Equity and good Conscience To the End therefore that the said Alagammy and Moovendammy may upon their Corporal Oaths full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were Severally Repeated

Repeated and Particularly interrogated and that they may be decreed to pay unto Your Orator the aforesaid Sum of Two hundred and Nineteen Star Pagodas with all Such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court the Cause thereof said Alagammy and Moovendammy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam 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

8th March 1785

S. Popham
Attorney for the Compt

This Bill was sworn to and Sealed between the Days of Adjournment Let a Summons Issue Returnable Next Court Day

Philips Stowey
Mayor

Translation of a Mortgage Bond Dated the 13 of August 1783

I Alagammy Widow of Gowvapa Chetty Son of Thuva amendapah Chetty and My Daughter Moovendammy of Madras Jointly do give this Mortgage Bond to Pummy Sawvaloinga Chetty of the same place That is to Say

On Our Urgent occasion We have Mortgaged to You our House Situated at Peddanaicken Pallam in Adyar the Pillars Pagodas West, on the West Side to Vijiala Ramapah Naicken

Hous

House, on the Southward line, and between the Houses of Nellore Dausoo Naick and Chengalaroyas together with the Choultry Cadjan Bill of Sale being in favor of my deceased Husband Amoor Gooroovappa Chitty, and also another Choultry Bill of Sale of a House which I bought of Ammy Daughter of Letchome (a Dancing Woman) belonging to the Yagambara Pagoda, together with the former Choultry Bill of sale &c. of the said our two Houses and Borrowed and Received of You the Sum of (219) Two hundred and Nineteen Star Pagodas Current Money of Madras which sum We promise to pay You in fifteen days from the date hereof with such Interest as may become due thereon at the Rate of 12 ℘ Cent ℘ Annum, and redeem the said two Bill of sale, in default of the said payment then You are impowered to sue in the Honble the Mayors Court and dispose the said 2 Houses and paid Yourself the Principal and Interest, Thus we do Give this Mortgage Bond by our Consent, We further Promise to pay the same Jointly and Seperately, Witnesses Poangala Lingana Naicker, and Cundapilla, by their Knowledge drawn by Goorovappeh

Witnesses Signed
Cundapen
Poangale Lingana

The Mark of Alagammy
D^o of Moscoondammy

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

Soobaroyam
Interp^r

A true Copy
S Popham

Mayors Court at Madraspatnam

Tuesday the 5th Day of April Anno Domini 1785

Present

Philip Stowey Esquire Mayor
Edwd John Hollond and Vincentio Corbett
Aldermen

Between Pammy Saroovalinga Chitty of Madras Inhabitant Complainant and Alagammy and Moscoondammy also of Madras Inhabitant Defendant

The Defendant being in Court by his Attorney Mr Charles Baker and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and Just Sum of Two hundred and Nineteen Pagodas (Pag^s 219 " ") together with all such Interest as now is or shall hereafter become due thereon untill full Payment is Made also all Costs of this Suit

Cur

Filed 2d April 1785

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Bumaraujor Pariyah of Madras
Inhabitant That Countoroo Vencatasayah of the same place Inha
bitant Stands justly and truely indebted unto Your Orator in
the full and just Sum of One Thousand One hundred and Sixty
five Star Pagodas Current Money of Madras Making in Sterling
Money of Great Britain at the Rate Eight Shillings for
every Pagoda the Sum of Four hundred and Sixty Six Pounds as
will more fully and at Large Appear by the Copy of the Translation
of a Mortgage Bond and Account Current hereunto Annexed
for the Inspection of this Honble Court by which the said Counto
roo Vencatasayah covenanted and agreed with Your Orator that
on Default of Payment of the Money thereby Secured Your
Orator might and should take a suit against the Countoroo Venca
tasayah in this Honble Court for the Recovery of the Same in the
Same Manner as is done between other Parties who are not Nati
ves which said Mortgage Bond as well as the said Account
Current Your Orator Prays may be Admitted Vouchers of this Your
Orator's Bill of Complaint the Originals whereof now being in
Your Orator's Custody and ready to be produced to this Honble Court
When thereto he shall be thereto required Your Orator further Shewe th unto
this Honble Court that he hath frequently and in a reasonable
Manner requested Payment from the said Countoroo Vencatasayah
of the said Sum of One Thousand One hundred and Sixty Five

Pagodas

Pagodas But now so it is May it Please this Honble
Court that the said Countoroo Vencatasayah Obstinately and Contemptu
ously refuses to pay the same or to give Your Orator any manner of Satisfac
tion Touching the Premises Your Orator therefore Prays a General
Relief and such as to this Honble Court shall appear agreeable to
Equity and good Conscience To the End therefore that the said
Countoroo Vencatasayah May upon his Corporal Oath full true
direct and perfect Answer make to all and Singular the Matters
and things herein before Set forth and Alledged as fully truely and
Effectually to all Intents and purposes as if the same were herein a
gain Repeated and Particularly Interrogated and that he may be
Decreed to pay unto Your Orator the aforesaid Sum of One Thousand
One hundred and Sixty five Pagodas together with all Costs
Interest and Damages Your Orator shall hereafter become Entitled unto and
also all Costs of this Suit

May it Please this Honble Court to cause the
said Countoroo Vencatasayah to be Summoned and Required
by the Sheriff of Fort Saint George Town of Madras aforesaid and
the Districts thereof personally to be and Appear before this
Honble Court at a certain time and place to be by this Honble
Court prefixed and Appointed then and there to Answer the
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

Peter Walker
Attorney for the Complt

2d April 1785
This Bill was sworn to me before
the Mayor
The Summons issue Returnable
Next Court Day

Julius Harvey Mayor

Translation of a Mortgage Bond Dated the 30th August 1783

I Goontooroo Vencatasayah do give this Mortgage Bond to Beemarauzoo Parayah that is to Say

This Day on my Urgent Occasion I have Mortgaged to You the Roof of my House except the Ground Situated at Soomoovar Agraram Near Narasingapooroom, in Goopauliars Street, on the Northward line, and Borrowed and Received of You the Sum of (1000) One Thousand Star Pagodas Current Money of Madras, Which Sum I promise to pay You on the Expiration of a Year with Such Interest as may become due thereon at the Rate of 12 ℘ Cent ℘ Annum, in default of the said Payment then You are impowered to Sue me in the Honble the Mayor's Court and Sell the said Premises in Public Outcry and Pay Yourself the Principal and Interest, if there should be any overpulse which I am to Receive from You, in case if any Deficiency should happen, Which I bind myself to make a good, thus I do give this Mortgage Bond by my Consents, Witness Jayante Ramasawmy, and Gundavade Loobbe Chitty, by their Knowledge Drawn and Signed by the said Goontooroo Vencatasayah

Witness Signed
Jayante Ramasawmy
Gundavade Loobbe Chitty

A True Translation as near as can be from the Genteo Language

(Signed) Loobaroyam
Interpreter

A true Copy
Peter Walker
Attorney for the Compt.

Dr Goontooroo Vencatasayah in Acct Curt with Beemarauzoo Parayah Cr

1783 Augt 30th	To Amount of Your Mortgage Bond of this Date	1000	"	"	
1785 January 15th	To Interest on Do to this day being 1 yr 4 mo 15 ℘ Cent ℘ Annum	165	"	"	
	Pagodas	1165	"	"	

1785 January 15th	By Ballance due	1165	"	"	
	Pagodas	1165	"	"	

Madras Quarter Sessions
January 1785
E. E. Sigd

A true Copy
Peter Walker
Attorney for the Compt.

Mayor's Court at Madraspatnam

Tuesday the 12th Day of April Anno Domini 1785

Present

Philip Stowey Esquire Mayor

William Webb and Robert Ewing Aldermen

Between Beemarauzoo Parayah of Madras Inhabitant Complainant and Goantooroo Veneatasayah of the same place Inhabitant Defendant

The Defendant being in Court by his Attorney Mr Edward Ellis and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Thousand One hundred and Sixty five Star Pagodas (Star Pagd 1165 " ") together with such Interest as now is or shall hereafter become due thereon untill full Payment is Made also all Costs of this Suit

Cur

Filed 14th Febry 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewethunto this Honble Court Your Orator Tristao Roiz dos Santos of Madras Inhabitant that Manoel Amaroo of the same Place Inhabitant Stands Indebted unto Your Orator in the full and Just Sum of Two Hundred and Eighty four Pagodas thirty Eight fanams and four Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and thirteen Pounds Nineteen Shillings and three Pence or thereabouts as will more fully and at Large Appear by an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orator Prays May be Admitted as part of this his Bill of Complaint And Whereas Your Orator hath frequently and in an Amicable Manner Requested payment of the said Sum of Two Hundred and Eighty four Pagodas thirty Eight fanams and four Cash from the said Manoel Amaro

But now so it is May it Please this Honble Court the said Manoel Amaro 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 Manoel Amaro may upon his Corporal Oath full true Directed and Perfect Answer make

to

to all and Singular the Matters and things herein before
Set forth and Alledged as fully Truely and Effectually to all
Intents and Purposes as if the same were here Recapitulated
and Particularly Interrogated and that he may be Decreed
to pay unto Your Orator the aforesaid Sum of Two Hundred
and Eighty four Pagodas Thirty Eight Fanams and four Cash
with all Such Interest as the Law in such Cases shall Hereafter may be
Cast due thereon also all Costs of this Suit

May it Please this Honble Court to Cause
the said Manoel Amaro 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 all and Singular
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

14th February 1785

Hy Dis Pury
Attorney for the Complt

This Bill was shewn to me between the
days of Adjournment the Complainant having
Made Oath to the Truth of the Same and
that he Hath Reason to believe the Defendant will
Depart from the Jurisdiction of this Court on hearing
that Process is Sued against them Let a Summons Issue
Returnable Immediately and a Warrant of Arrest
Issue thereon

Philip Stowey
Mayor

Dr. Mr. Manoel Amaro in Acct. Curt

| | | |

Filed 14th Feby 1785

To the Honble the Mayor's Court at Madraspatnam

Between Tristão Roiz dos Santos Complainant and Manoel Amaro Defendant

The above Named Complainant Maketh Oath and Saith that the above Named Defendant stands justly and truely indebted unto this Deponent in the full and just Sum Two Hundred and Eighty four Pagodas thirty eight fanams and four Cash Current Money of Madras Being the Amount of an Account Current Bearing date the Second day of this present Month February Annexed unto his Bill of Complaint which said Sum he the said Manoel Amaro did on the Ninth day of the Same Month and at Sundry other termes promise and undertake to pay and that he this Deponent hath heard and hath reason to believe that the Defendant is about to depart from the Jurisdiction of this Honble Court

(Signed) Tristão Rodrigues do Santos

Translated by W. Lewcok
Port Int.

Philip Stowey
Mayor

Ao Honoravel Corte Mayoral em Madrastapato

Entre Tristão Roiz do Santos Queixante e Manoel Amaro Defendante

A Sima Nomeado Queixante faz Juramento e diz que a Sima Nomeado Defendante deve Justamente e Verdadeiramente ao este Deponente a justa, e Chea Soma de Duzentos e oitenta Quatro Pagodes trinta oito fanoens e quatro Caixas moeda Corrente de Madrasta he Amenta de hua Conta Corrente da data dois deste presente mez Fevereiro Annexado na Sua Papel de Querella Qual dita Soma o dito Manoel Amaro em Nove do mesmo Mezem outros tempos prometeo e intentou de pagar e esta Deponente foy Ovido tinha razão de Crer que a Defendente he Quazy de dipertar do Jurisdicção deste Honoravel Corte

Tristão Roiz dos Santos

Sworn before me
15th Febry 1785

Philip Stowey
Mayor

Mayor's Court at Madraspatnam } { Tuesday the 12th Day of April Anno Domini 1785

Present

Philip Stowey Esquire Mayor

William Webb and Robert Ewing

Aldermen

Between Tristão Roiz dos Santos of Madras Inhabitant Complainant and Manuel Amaroo of the Same Place 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 Ordered and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of Two Hundred and Eighty four Pagodas thirty Eight fanams and four Cash (Pagodas 284.38.4) together with Such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Ad Cur

Filed 26th Augt 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Narraina Chitty of Madras Merchant by his Attorney Mathew William of the same place Inhabitant that Raugoven Tellysinga Chitty also of the same place Merchant Stands Justly and truely Indebted unto Your Orator in the full and Just Sum of Sixty seven Pagodas Twenty Six fanams and Twenty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty seven Pounds as Will more fully and at large appear by Copy of an Account Current and an Assignment 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 Original Whereof is in Your Orators Attorneys Custody and Ready to be produced whenever this Honble Court shall Require and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Raugoven Tellysinga Chitty of the Said Sum of Sixty seven Pagodas Twenty Six fanams and Twenty Cash

But now so it is May it Please this Honble Court the said Raugoven Tellysinga Chitty Obstinately and will fully Refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Ora

Therefore I pay a General Relief such as to this Honble Court shall appear agreeable to equity and good Conscience. To the End therefore that the said Raugoven Tellysinga Chitty may expose his Corporal Oath of all true direct and Perfect Answer makes all and Singular the Matters and things herein before set forth and Alledged as fully truely and Effectually to all intents and Purposes as if the same were hereagain Equated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Sixty seven Pagodas Twenty Six fanams and Twenty Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

Mayit Please this Honble Court to cause the said Raugoven Tellysinga Chitty to be summoned and Required by the Sheriff of Fort Saint George Town of Madras Pakeam 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 hereon as to this Honble Court shall seem Meet.

This 26th August 1784

Thos Bill was shown to me in the days of Adjournment Sta Summons issue Returnable Next Court day

John Mynzies
Mayor

Chas Baker
Complts Attorney

Dr Raugoven Telly Singachitty in Acct With Narrain Chitty Cr

1783 April 18th	To 1 Piece of Cambrick	5	22	40	By Ballance	67	26	20
	To 1 Do of Do	4	22	40				
	To 2 Do of Do	6	34	"				
	To 1 Do of Do	2	11	20				
	To 8 Pieces of Handkerchief	16	"	"				
	To 2 Do of Cambricks 72 Yards Brood @ 14 Pagodas each 28							
	Deduct Custom on 28 Pags @ 2 fans 1 10	26	36	"				
		61	34	20				
	To Interest on Pags 61 34 20 from June 83 to 15th March 1784 @ 12 p Cent	5	37	"				
	Pagodas	67	26	20	Pagodas	67	26	20

Fort Saint George 15th March 1784
E E (Signed)

A true Copy Chas Baker

Therefore Prays a General Relief may be had to this Honble Court shall
Appear agreable to equity and good Conscience To the End
Therefore that the said Rangoven Tellysinga Chitty may upon
his Corporal Oath fully full true Direct and Perfect Answer make to
all and Singular the Matters and things herein before Set forth
and Alledged as fully truely and Effectually to all Intents and
Purposes as if the same were herein again Repeated and Particularly
Interrogated and that he may be Decreed to pay unto Your Orator
the aforesaid Sum of Sixty seven Pagodas Twenty Six Fanams and
Twenty Cash with all Costs 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 Rangoven Tellysinga Chitty to be Summoned and
Required by the Sheriff of Fort Saint George Town of Madrasapatnam
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

Geo. Baker
Compts Attorney

Dated 26th August 1734

This Bill was Answered in the
Days of Adjournment to Summons
June to Thursday the Next Court Day

John Menzies
Mayor

Rangoven Tilly Singaram Chitty — Dr

Pagodas 67. 26 2/20

To Balance 67. 26 2/20

Pagodas 67. 26 2/20

Fort St George Sept. 1734

Errors Excepted
Geo. Baker
Comptr Attorney

Guilford Dudley & Co's Account Current with Rangoven Tilly Singaram Chitty

1733					
Decr 31	To Cash Pd Candrick	5.	22 1/2		
1734	To Do Pd Do	5.	22 1/2		
Jan 31	To Do Pd Do	6.	24. "		
Feb 28	To Do Pd Do	2.	11. 20		
Mar 31	To Cash Pd Chandrick	16.	" "		
	To Cash Pd Chandrick 1/2 Pd Do Brinjk				
	To Do Pd Do				
	To Balance	26.	26 "		
		67.	26 2/20		
Jan 1	By Balance Pd Chandrick			67.	26 2/20
Feb 28	By Do Pd Do			5.	22 1/2
Mar 31	By Do Pd Do			5.	22 1/2
				67.	26 2/20

To all People to whom these Presents shall come Greeting Whereas Raugoven Tellysinga Chitty on the Ballance of an Account Current bearing dated the fifteenth day of March in the Year of our Lord One Thousand Seven hundred and Eighty four stands Indebted unto Narraina Chitty of Madras Merchant in the Sum of Sixty seven Pagodas Twenty Six fanams and Twenty cash Current Money of Madras Now Know Ye that the said Narrainachitty for a Valuable Consideration to him in hand paid by Mathew William of Madras Inhabitant at or before the sealing and delivery of these presents the receipt whereof is hereby Acknowledged he the Narrainachitty hath assigned and setover and by these presents doth and setover unto the said Mathew William the said Account Current and the Money or amount of 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 Narraina Chitty for the Consideration aforesaid hath made constituted and appointed and by these presents doth make constitute and appoint the said Mathew William his Executors and Administrators his true and Lawfull Attorney or Attorneys Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the sole and proper use and benefit of the said Mathew William his Executors and Administrators to ask require demand and receive of the said Raugoven Tellysinga Chitty his Heirs Executors and Administrators the Money due and to become due on the said Account Current and on non

Payment

Payment thereof he the said Mathew William his Executors and Administrators to sue for and recover the same and on payment thereof to Deliver up the said Account Current and give Sufficient Releases or discharge thereof and one or More Attorney or Attornies under him to constitute and whatsoever the said Mathew William or his Attorney or Attornies under him shall lawfull do in the Premises the said Narrainachitty doth hereby Allow and affirm and the said Narrainachitty doth covenant with the said Mathew William he the said Narrainachitty hath not received Nor will Receive the said Ballance due on to become due on the said Account Current or any part thereof Neither shall or will release or discharge the same or any part thereof But will own and allow of all Lawfull Proceedings for the recovery thereof he the said Mathew William saving the said Narraina Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Narrainchitty hath hereunto set his hand and Seal in Madras this fifteenth day of March in the Year of Our Lord One Thousand Seven hundred and Eighty four

Signed Sealed and Delivered where no Stampt Paper is to be hand in the Presence of - - - - - - - - - -

Signed [illegible] (L.S.)

Balagee Tow
Chenglaroy

A true Copy
Chas. Baker

Mayor's Court at Madraspatnam

Tuesday the 12th Day of April Anno Domini 1785

Present

Philip Stowey Esquire Mayor

William Webb and Robert Ewing Aldermen

Between Narraina Chitty of Madras Merchant by his Attorney Mathew William of the same place Inhabitant Complainant and Raugoven Tellysinga Chitty also 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 Sixty Seven Pagodas Twenty Six fanams and Twenty Cash (Pag.s 67. 26. 20.) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is Made also all Costs of this Suit

A Cur

Filed 5th March 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Mariano Matheus Pacheco at Present of Madras Mariner that Dionizio Philippus Calandar of Madras Inhabitant Stands Indebted unto Your Orator in the full and Just Sum of One Hundred and forty Seven Star Pagodas Nine fanams and Seventy five Cash Current Money of Madras Making in Sterling Money of Great Bretain, at the Rate of Eight Shillings for Every Pagoda the Sum of Fifty Eight Pounds and Eighteen Shillings or there about as will more fully and at large Appear by Copy of the Translation of a Promissary Note given and Granted unto Your Orator by the said Dionizio Philippus Calander on the first Day of March in this Present Year of Our Lord One thousand Seven hundred and Eighty five hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be Admitted as parts of this his Bill of Complaint And Whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of One Hundred and Forty Seven Star Pagodas Nine fanams and Seventy five Cash from the said Dionizio Philippus Calandar

But now so it is May it Please this Honble Court the said Dionizio Philippus Calander Obstinately and willfully 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 Dionizio Philippus Calander 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

Mayor's Court at Madraspatnam Tuesday the 12th Day of April Anno Domini 1785

Present

Philip Stowey Esquire Mayor
William Webb and Robert Ewing
Aldermen

Between Narraina Chitty of Madras Merchant by his Attorney Mathew William of Thesaurie place Inhabitant Complainant and Rangum Ellingsanga Chitty also of Thesaurie 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 Sixty Seven Pagodas Twenty Six Fanams and Twenty Cash Pags 67.26.20 together with all such the Interest as now is or shall hereafter become due thereon until full Payment is Made also all Costs of this Suit

By Court

Filed 25th March 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewith unto this Honble Court Your Orator Marianna Mathew Inchico at Present of Madras Mariner that Dionizio Philippus Calandar of Madras Inhabitant Stands Lyable and Indebted unto Your Orator in the full and just Sum of One Hundred and forty Seven Star Pagodas Nine Fanams and Seventy four Cash Current Money of Madras Making and Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Fifty Eight Pounds and Eighteen Shillings or there about as will more fully and at large Appear by Copy of the Translation of a Promissory Note given and Granted unto Your Orator by the said Dionizio Philippus Calandar Bearing Date the 25th day of March in the Present Year of Our Lord One Thousand Seven hundred and Eighty four hereunto Annexed for the Perusal of this Honble Court to which Your Orator prays may be Admitted as part of this Bill of Complaint And Whereas Your Orator hath frequently and in a Friendly Manner Requested Payment of the said Sum of One Hundred and forty seven Star Pagodas Nine Fanams and Seventy four Cash from the said Dionizio Philippus Calandar

But now so it is May it Please this Honble Court the said Dionizio Philippus Calander 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 Discovery as to this Honble Court shall Appear Agreeable to Equity and good Conscience to the End therefore that the said Dionizio Philippus Calandar 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

Alledged

Alledged as fully Truely and Effectually to all Interest and Purposes as
Same where again Repeated and Particularly Interrogated and that he
May be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred
and forty Seven Star Pagodas Nine fanams and Seventy Five Cash with
all Such Interest as now is or shall hereafter may become due thereon
also all Costs of this Suit

May it Please this Honble Court to Cause the said
Deonizio Philippus Calander to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madraspatnam and the
Districts thereof Personally to be and Appear before this Honble Court
at Certain time and Place to be by this Honble Court Prefixed and
Appointed then and thereto Answer this Your Orator's Bill of Complaint
and further to stand to and abide by Such Such Order and Decree
therein as to this Honble Court shall Seem Meet

5th March 1785

This Bill was Shewn to me between the
Days of Adjournment let Summons thereon
Returnable Next Court day

Philip Stowey
Mayor

Hy Du Pre
Atty for the Compt

I the Under Written Promise to pay to Mr Don Mariano
Matheus Pacheca the Sum of One Hundred and Forty Seven Star
Pagodas Nine fanams and Seventy five Cash with Its Interest at the
Rate of 12 ℘ Cent whatever it Amounts to, In Faith of which
I have Passed this and Signed this Day in Madras 1st March 1785

(Signed)

Deonizio Philippus C.

A true Translate
W. Lewcock
Port Int^r

Hy Du Pre
Atty for the Compt

Mayor's Court at Madraspatnam

Tuesday the 19th Day of April Anno Domini 1785

Present

Philip Stowey Esquire Mayor
John Menzies and Josias Du Pre Porcher
Aldermen

Between Mariano Matheus
Pacheco at Present of Madras Mariner
Complainant and Deonizio Philippus
Calandar of Madras Inhabitant
Defendant

It Appearing by the Records of this Court that the
Usual Rules have issued for the Defendant to Answer the Complainants
Bill which he has Neglected doing This Court doth therefore think
fit to Order and Decree and doth Accordingly Order and Decree that
the Defendant shall pay unto the Complainant the full and Just Sum
of One Hundred and forty Seven Pagodas Nine fanams and Seventy
five Cash (Pag^s 147 - 9 - 75) together with such Interest as now is or
shall hereafter become due thereon untill full Payment is made also
all Costs of this Suit

A Cur

Filed the 30th March 1785

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Storey of Madras Inhabitant that Richard Johnston of Veppery Near Fort Saint George Esquire stand justly and truely indebted unto Your Orator in the full and just Sum of Ninety Seven Pagodas Eight fanams and thirty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of thirty Eight Pounds Seventeen Shillings and Six Pence or thereabouts as Will more fully and at large Appear by the Copy of an Account Current hereunto Annexed for the inspection of this Honble Court which Your Orator Prays may be Admitted as part of this Your Orator's Bill of Complaint Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Richard Johnston of the said Sum of Ninety Seven Pagodas Eighty fanams and thirty Cash

But now so it is May it Please this Honble Court that the said Richard Johnston 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 Richard Johnston may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all intends and purposes as if the same Were here again repeated and Particularly interrogated and that he May be Decreed to pay unto Your Orator the aforesaid Sum of Ninety Seven

Seven Pagodas Eight fanams and thirty Cash together with all such Interest as 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 Richard Johnston 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 thereto Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

Fort Saint George 28th March 1785

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

Peter Walker
Attorney for the Compl.t

Philip Stowey
Mayor

Dr. Richard Johnston Esqr. in Account Current with John Storey Cr.

1784	14	To Amount of a Bill delivered to You this Day	54	12	1784	14	By Cash Received this Day on Account	20	"	"
April	19	To Do. of another Do.	10	"	April	24	By Do. Do.	30	"	"
Feby.	1	To Do. of another Do.	31	"	1785	14	By Do. Do.	50	"	"
March	25	To Do. of another Do.	41	"	January	24	By Interest on the above Sums from their Respective Dates to this Day @ 12 p Cent			
Decr.	27	To Do. of another Do.	136	12	March	10	By Interest on the above Sums from their Respective Dates to this Day @ 12 p Cent			
1785	14	To Interest on the above Sums from their Respective Dates to this Day @ 12 p Cent p Annum Viz.t					On Pag.s 20 " " 1 " 10 " 15 " 2 " 4 " 40			
March	10						30 " " " 1 " 15 " 20 " 20	2	24	60
		On Pag.s 54 " 12 " 1 " 20 " 7 " 18 "					By Ballance Due	52	24	60
		10 " " " 1 " 10 " 1 " 14 " 40						97	8	30
		31 " " " 11 " 15 " 3 " 25 " 50								
		41 " " " 2 " 13 " 43 "	13	21						
		Pagodas	149	33			Pagodas	149	33	11

Fort St. George 10th March 1785

Errors Excepted

S. Sigmund John Storey
a true Copy Peter Walker
attd. for the Compt.s

Mayor's Court at Madraspatnam

Tuesday the 10th Day of May Anno Domini 1785

Present

Philip Stowey Esquire Mayor

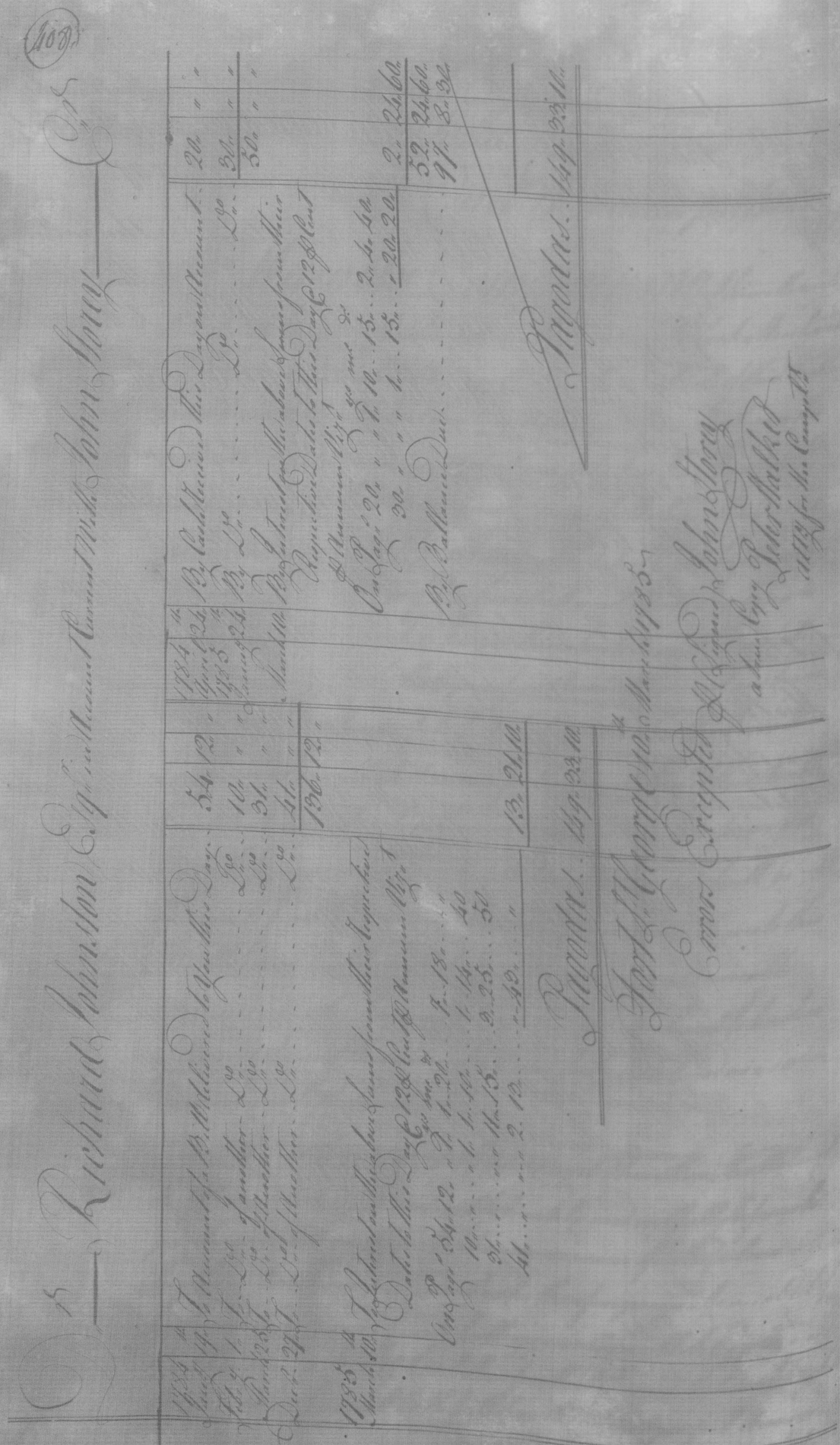
Edwd. John Hollond and Robert Ewing

Aldermen

Between John Storey of Madras Inhabitant Complainant and Richard Johnston of Veppery Near Fort Saint George Esquire Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Ninety Seven Pagodas Eight fanams and thirty Cash (Pagodas 97 " 8 " 30) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made Also all Costs of this Suit

Cur



Filed the 2d April 1785

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Shewe
this Honble Court Your Orator Nallatomby of Madras Black Merch
that Richard Johnston of Vepery Within the Districts of this
Court Esquire is justly and truely indebted unto Your Orator in
full and just Sum of three Hundred and forty Two Star Pagodas
fanams and fifty three Cash Current Money of Madras Making
Sterling Money of Great Britain at the Rate of Eight Shillings
for every Pagoda the Sum of One hundred and thirty Six Pounds
Seventeen Shillings and Two Pence or thereabouts as will more fully
and at Large Appear by the Copys of an Account Current and Cons
lation of a Promissary Note of Hand written in the French
Language and hereunto Annexed for the Inspection of this Honble
Court the Originals whereof are in Your Orator's Possession and
ready to be produced to this Honble Court when he shall be
thereunto required and Your Orator further Shewe the unto this
Honble Court that he hath frequently and in an Amicable
Manner requested Payment from the said Richard Johnston
of the said Sum of three hundred and forty Two Pagodas Six
fanams and fifty three Cash

But now so it is May it Please this Honble Court
that the said Richard Johnston Obstinately and wilfully refuses to
pay the same or to give Your Orator any manner of Satisfaction
Touching the Premisses Your Orator therefore prays a General Relief
Such as to this Honble Court shall appear Agreeable to Equity and
Good Conscience To the End therefore that the said Richard Johnston
May upon his Corporal Oath full true direct and perfect Answer
Make

Make to all and Singular the Matters and things herein before Set forth
and Alledged as fully truely and Effectually to all intends and purposes
as if the same were here again Repeated and Particularly interrogated and
that he may be Decreed to pay unto Your Orator the aforesaid Sum of three
hundred and forty Two Pagodas Six fanams and fifty three Cash
together with all such Interest as 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
Richard Johnston to be Summoned and Required by the Sheriff of Fort
Saint George Town of Madraspatnam and the Districts thereof Persona
lly to be and Appear before this Honble Court at a Certain time and
Place to be by this Honble Court perfixed and Appointed then and
thereto Answer this Your Orator's Bill of Complaint and further to
Stand to and abide by such Order and Decree thereon as to this Honble
Court shall Seem Meet

Peter Walker
Atty for the Complainant

Fort St George 2d April 1785
This Bill was Shewn to me between the Days of
Adjournment let a Summons Issue Returnable Court Day
Philip Stowey Mayor

Richard Johnston Esqr. in Account Current with Nallatamby Cox

1784							
Feby 27	By Cash	Mss Dr					
Mar 1	By Do	Do					
4	By Do	Do					
11	By Do	Do					
18	By Do	Do					
24	By Cash	Mss Dr					
		Interest thereon to this Day					
		Pd Custom Charges					
		Interest thereon					
		Cash Pd Do					
		Interest thereon					
		Cash Pd Do					
		Interest thereon					
		Cash Pd Do					
		Interest thereon to this Day					
		Pd Ballance Due					

Complainant and Richard Johnson of Vepery within the Districts of this Honble Court Esquire 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 three Hundred and forty Two Pagodas Six fanams and fifty three Cash (Pag^s 342 6 53) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Pr Cur

Filed 4th March 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Yagapah Mordelliar by his Attorney William Clarke of Madras Inhabitant that Colatoor Mootucomrapen of the same Place Inhabitant Stands justly and Truly indebted unto Your Orator in the full and just Sum of One Hundred and thirty three Pagodas thirty One fanams and forty Cash Current Money of Madras Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Fifty three Pounds and Ten Shillings or thereabouts being the Ballance of an Account Current a Copy of which 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, which said Account Current Your Orator Sheweth Arioseth on a Mortgage Bond or Obligation bearing date the Twenty Sixth day of April 1770 Under the Hand and Signature of the said Colatoor Mootucomrapen a Copy Translate whereof as also by a Copy of an Assignment 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 the Original Mortgage Bond or Obligation in the Malabar Language Ready to be produced whenever Required And Whereas Your Orator has frequently and in an Amicable Manner Demanded Payment

But now so it is and May it Please this Honble Court the said Colatoor Mootucomrapen 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

Conscience To the End therefore that the said Colatoor Mootucomra-
pen may upon his Corporal Oath full true direct and perfect
Answer make to all and Singular the matters and things herein
before Set forth and Alledged as fully truely and Effectually to all
Intents and purposes as if the same were here again Repeated and
Particularly Interrogated and that he may be Diereed to pay
unto Your Orator the aforesaid Sum of One Hundred and thirty
three Pagod as thirty One 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 Colatoor Mootucomrapen 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 thereto 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

Fort Saint George 4th March 1784

This Bill was shewn to me between the
days of Adjournment Set a Summons issue
Returnable Next Court Day

John Menzies
Mayor

Chas. L. Bromley
Attorney for the Complainant

Dr. Colatoor Mootucomrapen in Account Current With Yagajiah Moodelliar &c

1770 April 26th	To Cash Lent You as p Your Mortgage Bond	90	"	"	1784 February 25th By Ballance due this Day 133 31 40
1784 February 25th	To Interest on the above Sum from the 10th April 1779 the day that the House was delivered to You to this day is 4 10 15	43	31	40	
	C 3/4 Pagoda p Month as agreed on Your Mortgage Bond of the above date				
	Pagodas	133	31	40	Pagodas 133 31 40

Madras 25th February 1784

Errors Excepted

Translation of a Mortgage Bond Dated the 16th Chittey Year Called Veroday Answering to Anno Domini the 26th April 1770.

Calatore Mootucomaraper of Madras Registhies Mortgage Bond to Vagapatie Mordelliar Son of Anacuttoochery Aiyoor Narrain Moodely of Tulavan alias Cast of the same place That is to Say

On my Urgent Occasion I have Mortgaged to You my House together with the Bills of Sales Situated between the House of Cunnade Moodely and Cundyea Moodely, and Borrowed and Received of You the Sum of 190 of Ninety Star Pagodas Current Money of Madras for which Sum I shall Charge Interest @ 9% Cent and shall be Charged the Rent of the House at 1½ Pagodas P Month and which Condition I have delivered the House to You; and further promise to pay Punctually the Principal of Ninety Pagodas without the Interest for the Money or Rent for the said House; and Redeem the Bills of Sales of the said House and take the House into my Possession then I do give this Mortgage Bond by my Consent Witnesses Cotumpakum Kunnu Mordie Moodelliar, and Gnanee Sadanundy Moodelliar by their Knowledge Drawn by Mootucomaraper

Witness (Signed) (Signed).
Cotumpakum Moodie Calatore Mootucomaraper

A True Translation as Near as can be from the Malabar Language by Sooburayan Sworn Court Interpreter

A True Copy
Thos Bromley
Attorney for the Compte

To all People to whom these Presents shall Come Greeting Whereas Calatore Mootucomaraper of Madras Inhabitant on the Ballance of an Account Current Bearing Date the Twenty fifth Day of February in this Present Year of Our Lord One Thousand Seven Hundred and Eighty four Arising from a Mortgage Bond or Obligation bearing Date the Twenty Sixth day of April One Thousand Seven hundred and Seventy Stands Indebted unto Vagapatie Mordelliar in the Sum of One Hundred and Ninety three Pagodas Thirty One Fanams and forty Cash Current Money of Madras Now Know Ye that the said Vagapatie Mordelliar for a Valuable Consideration to him in hand paid by William Clarke of the same place Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Vagapatie Mordelliar doth hereby Acknowledge He the said Vagapatie Mordelliar hath Assigned and Delivered unto the said William Clarke the said Account Current and Mortgage Bond and the Money or Amount Principal and Interest thereupon due and owing and which shall or may become due thereon and all his Right and Interest of in and to the same and every Part thereof and the said Vagapatie Mordelliar for the Consideration aforesaid hath made Constituted and Appointed and by these presents doth make Constitute and Appoint the said William Clarke his Executors and Administrators and Assigns his Lawful Attorney and Attornies Irrevocable for him and in his Name and on the Name and Names of his Executors and Administrators but for the Sole and proper use and Benefit of the said William Clarke his Executors Administrators and Assigns to Ask Require Demand and Receive of the said Executors Mootucomaraper his Heirs Executors and Administrators the

Money

Money due and to become due on the said Account Current and Mortgage Bond and on non Payment thereof he the said William Clarke his Heirs Executors and Administrators to Sue for and recover the Same and on Payment thereof to deliver up the said Account Current and Mortgage Bond and give Sufficient Releases and Discharges therefore and one or more Attorney or Attornies under him to Constitute and whatsoever the said William Clarke or his Attorney or Attornies under him shall Lawfully do in the premises the said Yagapah Moodelliar doth hereby allow and afirm and the said Yegapah Moodelliar doth Covenant with the said William Clarke that he the said Yagapah Moodellear hath not received nor will receive the said Money due or to become due on the said Ballance of the said Account Current and Mortgage Bond or any part thereof Neither shall or will Release or discharge the same or any part thereof but will own and allow of all Lawfull proceedings for the recovery thereof he the said William Clarke Saving the said Yagapah Moodellear harmless of and from any Costs that may happen to him thereby In Witness whereof the said Yagapah Moodellear hath hereunto Set his Hand and Seal in Madras this first day of March One thousand Seven Hundred and Eighty four

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

[illegible]

[illegible]

[illegible] (L.S.)

Filed 25th April 1784

Answer of Colatoor Mootucomrapen of Madras Inhabitant Defendant to the Bill of Complaint of Yegapah Moodelear by his Attorney William Clarke of the said Place Inhabitant Complainant

This Defendant now and at all times hereafter Saving and reserving to himself all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties insufficiencies and Imperfections in the said Complainants Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is advised, is any ways material for him to make Answer unto he this Defendant Answereth and Saith that he absolutely denys to stand Indebted unto the said Complainant either in the Sum of One hundred and thirty three Pagodas thirty One fanams and forty Cash Current Money of Madras as the same is Very Unjustly and falsely set forth and stated in the said Complainants Bill of Complaint and in the Account Current thereunto Annexed Nor in any other Sum or Sums of Money whatever And as to the said Complainants pretending that the said Account arose from a Mortgage Bond or Obligation of this Defendants bearing date the Twenty Sixth day of April One thousand Seven hundred and Seventy under the hand and Signature of this Defendant he this Defendant saith that the particulars thereof are as follow to wit this Defendant Saith that being in great Need of Cash he wrote to One Veerabaddroo Moodiliar who is well Acquainted with this Defendant and then with the Army as Dubash to the Hon'ble Edward Monckton pay=master to lend and Advance unto this Defendant the Sum of Ninety Star Pagodas, upon the Mortgage of this Defendants House and Ground and Bill of Sale thereof to which Veerabaddroo

Consented

Consented and did Accordingly write and sent the money from
Canjeta the Complainant to him who was his Attorney at Madras to lend
and Advance this Defendant out of his the said Veerabudroos Money
the said Sums of Ninety Pagodas upon this Mortgage of this Defendant
said House and Ground and the Choultry Bill of Sale thereof, and this
Defendant saith that the said Complainant did Accordingly and
in Consequence of the Order and Request of the said Veerabuddroo lend
and Advance this Defendant the said Sums of Ninety three Pagodas,
upon this this Defendants Mortgage Bond or Obligation of his said
House and Ground and Bill of Sale of the same for the Amount of the
said Sum and upon these Express Conditions to wit that this Defend
Allow him Ninepeer Cent per Annum for the Ninety Pagodas, and
that the Rent of the said House should be Accounted at the Rate of
three Quarters of a Pagoda per Month so that as long as the Mortgage
Continued and the said Complainant was in possession of the
House no Rent was to be paid for the House nor any Interest for the
Money and this Defendant Accordingly Executed and granted a
Mortgage Bond of this said Premises in the name of the Complainant
and in the words and Terms as set forth in the Translation annexed
to the Complainants Bill of Complaint, all this this Defendant doth
Most Solemnly declare that he always understood and hopes to
Prove to the Satisfaction of this Honble Court that the said money
was advanced by the said Complainant to this own money but
out of the proper Monies of the said Veerabudroo and this Defendant
Acknowledges that he received the said Sum of Ninety Pagodas
on the said Twenty Eighth Day of April Twelve Hundred in the Year of
Our Lord One Thousand Seven Hundred and Sixty Nine as by the
said Translation of the Mortgage Bond doth appear and this
Defendant saith that the said Complainant did thence forth
take possession of the said House on Account of the said Veerabudroo,

and did plead or permitted and allowed the Sister of the said
Veerabudroo to live therein this Defendant saith that some Years after
the above Loan the said Veerabudroo being at that time at Madras,
frequently Importuned this Defendant to pay off the said Bond, and
to Resume Possession of his said House but as this Defendant could
Raise no money than this Defendant could not have Complied with the
said unreasonable Demand and therefore when Veerabudroo was about to proceed to
his Country and therefore when Veerabudroo was about to proceed to
Fort Saint David's in the Service of James Daniel Esquire he left
Orders for this Defendant to pay his Ninety Pagodas to his Attorney
at Madras named Maneumbaydoo Soubiagada Mondelly which he
this Defendant did Accordingly on the Ten the day of November which
was in the Year One Thousand Seven hundred and Seventy Nine on
Account of the said Veerabudroo on which said day this Defendant
received from the said Maneumbaydoo Soubiagada Mondelly Possession
of his said House and Ground but could not Obtain the Mortgage
Bond in the name of the said Complainant granted by this Defendant
as aforesaid nor the House Bill of Sale because the said Maneumbaydoo
Soubiagada Mondelly had not Them and this possession could not be
Sind them among Veerabudroos Papers all the Search Diligently
Search'd all his Papers for that Account but the said Soubiagada Mondelly
Promised that he would Use a few Days to procure them from Veerabudroo,
and Deliver them to this Defendant for which purpose the the said Soub
Soubiagada Mondelly did write to Veerabudroo at Fort Saint David's who
this Defendant a Written Indemnification and Antidating
the same now sent this Defendant a Writing Indemnification and Antidating
the Instrument Day and Year Over which this Defendant paid Soubiagada
Mondelly the Ninety Pagodas a Copy of the Translation of which
Said Written Indemnification Is hereunto Annexed for the Inspection
of this Honble Court to which the this Defendant most humbly prays
Reference and that the same may be Admitted as part of this his Answer

the

the Original of which is in this Defendants Custody and Ready to be
Produced to this Honble Court when Required And this Defendant saith
that at the time the said Veerabudroo left the said Orders for this Defendt
to pay the money to his said Attorney Mannumbaydoo Tombeapah
Moodelly the Complainant was near at hand and knew thereof
wethout making any Objection at the time, which he would have done
had he Considered the debt as due to him And this Defendant further
Answereth and Saith that after he had paid the money and taken
Possession of the said House in the manner and form aforesaid he this
Defendant did distroy part of the said House to the Ground and Rebuild
the same again in a different Plan from the foundation and enjoyed
the same Uninterruptedly to the time of the death of Veerabudroo being
upwards of four Years Two Months and fifteen days and during all
that time, not one Single Claim had been laid by the Complainant Respec-
ting the breaking down and rebuilding of the said House at the time
this Defendant retook possession thereof or about the payment or
discharge of the said Mortgage Bond, and therefore this Defendant
hath great reason to Suspect that he the Complainant hath Clandes-
tinely Concealed the said Mortgage Bond and the Choultrey Bill of
Sale of the said House from the said Veerabudroo, for it is well known
that the Complainant used to Importune Veerabudroo in his life time,
and before this Defendant had paid the money to lay out the same when
received in his own Charity House to which Veerabudroo refused to Agree,
and this Defendant Saith that such Advice and Request from the
Complainant to the said Veerabudroo were unnecessary if the property
had been the Complainants and this Defendant further Answereth and
Saith that about Seventeen Months ago the Complainant had the preoccu-
ption to propose to this Defendant, that if this Defendant would pay him
the Sum of forty Pagodas he would deliver to this Defendant his Said
Mortgage Bond and House Bill of Sale to which this Defendant

Refused

Refused to Consent, but on the Contrary threatned the Complainant
that he this Defendant would Seek Means to Recover them from
him by force, if he would not give them up by good and fair means
as this defendant had Already paid the Money due thereupon
at the time and in manner above Set forth and this Defendant further
Answereth and Saith that if the said Complainant had any Right
to the said Mortgage Bond for the Amount of which he has now
unjustly Sued this Defendant in this Honble Court this Defendt
Could not by the tenor of the said Bond have been in Actual possess-
ion of his said House while the Money was unpaid nor would
the Complainant have Consented to or Allowed this Defendant
to have had possession thereof nor does he the Complainant wen
know the day in which he this Defendant was put in Possession
of the said House, which can be Seen from his pretended
Interest Account Charged unto this Defendant in his said
Account Current this Defendant further Saith that he did not
keep a Copy of the Bond which he had Signed to the Complainant
and Solemnly declareth that he had not understood that the same
Was in the name of the Complainant untill the Complainant had
demanded of this Defendant the Sum of Forty Pagodas in manner
and at the time above stated and which was about Seventeen Months
Ago and this Defendant thereupon wrote to Veerabudroo then at
Masulipatan who is Answer informed this Defendant that he
Need not trouble himself about it for that he had written to Yagapah
Meaning the Complainant on the Subject which Letter to the said
Yagapah being sent open to the said Munnumbaydoo Tombya-
pah Moodeliar he took Copy thereof and afterwards Sealed the same
and Delivered it to the Complainant And this Defendant saith
that Copies of the Translations of the Letters of the said Veerabuddroo
to this Defendant and the Complainant are hereunto Annexed
and Prayed by this Defendant to be taken as part of this his Defendt

being

being in this Defendants Possession and ready to be produced when required And this Defendant saith that after he had received the said Letters he demanded of the Complainant possession of the Bond and Bill of Sale which he said that as soon as Veerabadroo came from Masulipatam he would deliver it unto his said Veerabadroo accordingly And this Defendant further saith that from the time this Defendt Paid the Sum of Ninety Pagodas as to the said Mannumbay doo Jumbagapaty Moodeliar and received possession of his said House and Ground to the time of the Death of the said Veerabuddroo which happened about three Months ago at Masulipatam the said Veerabuddroo was never at Madras except Twice for a short Period each time and this Defendant did ask for his Mortgage Deed and Bill of Sale the first time when the said Veerabuddroo answered that he could not find it But that as this Defendant had his Indemnification and was also in Possession of his House it did not Signify which Possession this Defendant begs leave to observe he had originally given up by way of Mortgage as aforesaid and had received again on pay-ment of the principal Sum as aforesaid According to the Condition of his Bond

All which Matters and things this Defendant hopes to prove to the Satisfaction of this Honble Court and therefore prays to be hence dismissed with his reasonable Costs in that behalf Most Wrongfully Sustained

S. Popham
Attorney for the Defendant

Translation of a Receipt Agreement Dated the 30th Aryeny Year Cilavi Vesaury Answering to Anno Domini the 10th November 1779

I Annavy Verabadra Moodely of Madras Now Residing at Fort Saint David do give this Receipt Agreement to Colatore Mootoosamarayar Moodeliar of the same place That is to say

Your House Situated on the Street lying on the West Side to Adeputta Prasunna Vechnasoopaner Pagoda on the North-ward line On the East Side to Yalor Layer Lady Poovrindavelly Nincaya Moodelys House and on the West Side to Linnador Moodelys House which House Containing in Breadth from East to West 15 feet and in length from North to South 30 feet which House and Ground together with the Chowltry Title Deed You have Mortgaged to me and Granted a Mortgage Obligation and Received of me the Sum of 90 of Ninety Star Pagodas Current Money of Madras and it being also agreed to Charge no Interest for the said Sum or Rent for the said House and You have Accordingly put me in the House and Ground and in my Possession Now I May Receive of you the said Sum of Ninety Star Pagodas into the hands of my Constituted Attorney Named Mannumbadoo Jumbagapaty Moodeliar and Demanded of him the said Chowltry Title Deed of the said House and Mortgage Obligation but as they were not in their Possession of my said Attorney and being in my Possession I promise to Deliver them to You when I come to Madras but if I do not Deliver them to You on my Arrival Home then You are to Keep this Receipt Agreement as a Voucher and You May procure a Fresh Chowltry Title Deed for the said Premises But Case the said Mortgage Obligation and that Chowltry Title Deed be found in my Possession I declare them to be Null and Voided

Which I cannot stand good for one (in like manner) of this
or that Person or any other person or Persons that shall
Right or Title to the same, Save & except this Power & Right
by my Consent Witness's Cuntandy Moorugasen
and Manumbadon Lumbiapa Modeliar by their
drawn by Wanyakum Soondaram

Witness's Signd
Asinbandy Moorugasen
Lumbeapen

(Signd)
Vanny Veerabadren

A true Translation as near as can
from the Malabar Language

Soobroyadon
Interpr.

Translation of a Malabar Letter from Vanny Veerabadren
humble Subm.ssion to the Colatore Mootacomaraja Modeliar

Samingar hath Mr. Shaw Rec.d Your Letter and
Plan therein Mr. Shaw sent a Letter to my Vagadas Modeliar
Upon perusing the Letter & the Plan Your Mortgage
and Title Deed of the House to me, But I shall
deliver You and detain the same, Soha Mr. Shaw
also gives me the Letter and Plan this same and bid me
to Carry the said Letter and deliver it to You and to
shew (the Mortgage Bond and the Title Deed of
Mr. Shaw then Answer about it I will be here
the Same Year and from that I will do every thing

Power about Your Affair and that Nair will Write to me for any thing that
You have Occasion with Him Please and Your Welfare

6th March 25 December

(Signd)
Vanny Veerabadren

A true Translation as near as can
before the Malabar Language

Soobroyadon
Interpr.

(Signd)
A. Pouchan

Translation of a Malabar Letter from Veerabadren with the humble
Submission to his Uncle

When I was at Vanny Colatore Mootacomaraja Modeliar
Pagodas and that a Mortgage of
wrote a Letter to Lord Pigot by Sicler to Live in the said House
Stowey and Mr. Shaw from the Vanny and wrote Letter to
Vanny Pagodas on the Mortgage of the said small House and Obtain
the Mortgage Bond & Deed of the said House from
house sometime after by my order the said Colatore Mootacomaraja
Modeliar did pay the said Sum of Vanny Pagodas to my Cousin
Lumbeapa Modely, but the said Lumbeapa Modely delivered the
Said House to Colatore Mootacomaraja Modeliar, Colatore Mootac-
comaraja Modeliar demanded of Lumbeapa to deliver the Mortgage
Bond and Title Deed of the said House, who could not find the said
Sum and hereof time a Letter when I was at Fort St. David then I have
looked for it there but could not find it and thereupon I have wrote
and sent to Colatore Mootacomaraja Modeliar My Receipt Rgno
ment for the said Vanny Pagodas soon after I returned to Madras

Mootacomaraja

Mootucomarapa Moodeliar demanded of me Little deed of the said House, I have looked every where and could not found the same I have Likewise asked You about it, You said that You have delivered them at the Same time and that the Same was not in Your Possession, Mootuco-marapa Moodeliar and told him that You got the said Little deed of the said house and Mortgage Bond and if he would pay You forty Pagodas that You would deliver them to him, You should not deceive me and detain the Little deed of the house, (as above) Directly or ender-ectly after You see this Letter You must deliver the Little deed of the said house and the Mortgage Bond to my Tombeapa by a friend by Manner, if You do not deliver them I must give You trouble I hope You will deliver them without further delay before You get into trouble and I hope You will write me the Command

(Signed)

1782 6th of Margely or 16th Decr

Anavy Vurabadren

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

Loobaroyam

Interpr

Filed 1st June 1784

The Replication of Yeagah Moodelliar by his Attorney William Clarke of Madras Inhabitant Complainant to the Answer of Colatoor Mootucomrapen of the same place Inhabitant Defendant

This said Repliant by his said Attorney now and at all times hereafter Saving and Reserving unto himself all and all Manner of benefit and Advantage of Exception to the many Errors Untruths Uncertainties Insufficiencies and Imperfections in the Defendants said Answer Contained for Replication thereunto Saith that all and Singular the matters and things in and by his said Bill of Complaint are good true Certain and Sufficient in the Law to be Answered unto in such manner as the same are therein and thereby Set forth and Alledged and that the Answer of the said Defendant is Very untrue Evasive and Insufficient and the said Repliant for further Replication by his said Attorney Saith that he doth Still Insist upon and will maintain that the said Defendant Stands Justly and Truly Indebted unto him this Repliant in the full and just Sum of One Hundred and thirty three Pagodas thirty One fanams and forty Cash Current Money of Madras as the same is Set forth and Alledged by this Repliant in his Bill of Complaint and in the Account Current thereunto annexed Notwithstanding what the Defendant Alledges to the Contrary in his said Answer this Repliant further Saith that he will prove to the Satisfaction of this Honble Court that the Account Current arose upon the Defendants mortgage Bond or Obligation bearing date the Twenty Sixth day of April One thousand

Seven

Seven Hundred and Seventy which Bill Answered to the Replicants Bill
of Complaint to the first Instance and well knows the Replicant further
saith that there are entered Strangers to the Defendants Writing to
Veerabadra Mondelliar who the Defendant Says is well Acquainted
with the Defendant and after being there with the said Money and Debts
to the Honble Edward Monckton pay made to lend and advance
unto the Defendant the Sum of Twenty Pagodas upon the Mortgage
of the Defendants House and Ground and the Bill of Sale thereof said
of Veerabadra Consenting thereto and of sufficiency security
Comply to the Replicant who the Defendant Says the Replicant sent
Attorney to or the Contrary thereof Replicant further Says that
the Defendant himself Came to the Replicant and Signed
the Deed of
However with the Conditions Stipulated and Set forth by the
in the said Answer and Consequence of which the said Replicant
lend and Advanced unto the Defendant the said Sum of
Pagodas upon the Defendants Entering to the Replicant the
Mortgage Bond now in question and Sale Deed of the
House According to Agreement and Kept them the Replicant
Daughter the Sister of the said Veerabadra Mondelliar
Nephew of the Replicant and after the Decease thereof the
Sister of the said Veerabadra Succeeded Neither Replicant
said Veerabadra or Letter thereof informing him that
Replicant had taken a Mortgage of the House and Ground
Purchased and gave the Letter to be Known but that
that the Money lent by him to the Defendant to the Replicant
Absolute Property and not the property of the said Mondelliar
as the Defendant Set forth and that

which Said Answer Replicant begges to prove unto this Honble Court and that
Found the said Replicant further Says that he cannot Admit any Answer
he believes to be true that the said Veerabadra Demanded of the Defendant
the Delivery of the said Twenty Pagodas for the Replicant Says that the said Sum
Admitted any were belong to the said Veerabadra Mondelly Consequently
the said Veerabadra Mondelly could not nor would he have made any such
Demand the said Replicant further Says that he denies all and every the
Matters and things Set forth and Alledged by the Defendant in his
Answer of having paid the Amount of the said Mortgage Bond and
Sum Lambagopaly Mondelliar by the desire of the said Veerabadra and of
his not being able to find out the said Mortgage Bond and the Title
Deeds thereof among the Papers of the said Veerabadra and of his having
Promised to procure them from the said Veerabadra and deliver the
Defendant and that the said Lambagopaly Mondelliar did by that
Purpose write a Letter to the said Veerabadra which he the
Defendant Says was at Fort Saint David and of his having read the
Defendant a Written Condemnation and stating it the Severance
from Day and Year on which the Defendant paid Lambagopaly Mondelly
the Money to his said Attorney Lambagopaly Mondelly of the Replicant
being near at Hand and Knew thereof and made no objection the said
Replicant further Says that the admits of the Defendants having pulled
down part of the said House to the Ground and rebuilt the same again
in a Different Plan from the foundation but the Replicant Denies of
his having pulled down and rebuilt the same at the sole expence
Without the Concurrance and Consent of the Defendant for the Replicant
Says that the Defendants Son in Law came Clandestinely and Paid to the
Replicant part of the Sum of Forty Pagodas and Desired the Replicant
to deliver over his the Defendants Mortgage Bond and Bill of Sale
Pretending that he had paid to the said Veerabadra Fifty Pagodas in part

Payment

Seven Hundred and Seventy which Sum ought to this Replicant to Bill of Complaint to be Just true and well Founded this Replicant further Saith, that there an certain Stranger to this Defendant by Writing to Veerabadroo Moodelliar who this Defendant Says is well Acquainted with this Defendant and of this being there with this Attorney at Dubash to the Honble Edward Monckton Paymaster to lend and advance unto this Defendant the Sum of Ninety Pagodas upon this Mortgage of this Defendants House and Ground and this Bill of Sale thereof said of Veerabadra's Consenting thereto and of this Lending money from Canys to this Replicant who this Defendant Says, this Replicant was the Attorney to and this Contrary this said Replicant further Says that the this Defendant himself Came to this Replicant and Requested of him the Sum of Ninety Pagodas upon this Mortgage of this this Defendants House with this Conditions Stipulated and Set forth in this said Answer in Consequence of which this said Replicant did lend and Advance unto this Defendant the said Sum of Ninety Pagodas upon this Defendants Executing to this Replicant this Mortgage Bond now in question and took Possession of the said House According to Agreement and Kept thereon this Replicants Daughter the Sister of the said Veerabadroo Moodelly who is the Nephew of this Replicant and after the Keeping the said Veerabadroo's Sister in the said House as aforesaid this Replicant wrote to the said Veerabadroo a Letter therein informing him that he this Replicant had taken a Mortgage of the House and Ground now in Question and gave to his Sister to live therein but this Replicant Says that the Money so Lent by him to this Defendant is this Replicants Absolute Property and not the property of the said Veerabadroo Moodelly as is Unjustly Set forth and Stated by this Defendant in this Answer which

which Fact this Replicant begs to Prove unto this Hon'ble Court and this Replicant further Says that the said Veerabadra Demanded of this Defendant the Delivery of the said Ninety Pagodas for this Replicant Says that the said Sum did not in any wise belong to the said Veerabadra Moodelly Consequently the said Veerabadroo Moodelly Could not nor would he have made any such Demand this said Replicant further Says that this denies all and every this Matters and things Set forth and Alledged by this Defendant in this Answer of having paid the Amount of the said Mortgage Bond and One Lambegapalle Moodelliar by the Desire of the said Veerabadra and of Lucas being able to find out the said Mortgage Bond and the Title Deeds thereof among the Papers of the said Veerabadra and of him having Promised to procure them from the said Veerabadroo and deliver this Defendant and that the said Lambegapalle Moodelliar did for that Purpose write a Letter to the said Veerabadroo who at that time this Defendant Says was at Fort Saint David and of this having sent this Defendant a Written Indemnification and declaring it to this same Day and Year entered into this Defendant paid Lambegapalle Moodelly this Money to his said Attorney Lambegapalle Moodelly of this Replicant being near at Hand and knew thereof and made no objection thereto this said Replicant further Says that the admits of this Defendants having pulled down part of the said House to the Ground and rebuilt the same again on a Different Plan from the foundation but this Replicant Denies of this having pulled down and rebuilt the same at his own proper Charges without the Concurrance and Consent of this Defendant for this Replicant Says that this Defendants Son in Law one Chedambaram came to this Replicant and offered him a Sum of Forty Pagodas and Desired this Replicant to deliver over to this this Defendants Mortgage Bond and Bill of Sale Pretending that he had paid to this said Veerabadra fifty Pagodas in part

Payment

Payment of his said Mortgage Bond and Intimating at the same time of the Defendants Intentions of Rebuilding the said House with which Request this Repliant did not Acquiesce but told the said Chadambaram that he looke upon the Defendant as the Person from whom he expected payment of the said Mortgage Bond and unless he brought to the Repliant the whole of the said Sum of Ninety Pagodas this Repliant would not deliver to him his the Defendants Mortgage Bond and the Title Deeds of the said House but Consented of his Undertaking the Building thereof The Repliant further Says that he is Surprized at the Defendants Introducing such a Number of Passages which has not the least Shadow of truth and that the Repliant Used to Importune Veerabadra in his Life time before the Defendant had paid the money to lay out the same when Recovered in his this Repliants own Charity House and of Veerabadra's having Refused to Agree, for the Repliant Says that he never to his knowledge ever Spoke to the said Veerabadra upon the Subject of laying it out towards the Charity House for although the Repliant has a Charity House he is not to this Day in want so as to Request others to Supply him for the Use of his Charity House The said Repliant further Says that he Absolutely denies to have about Seventeen Months ago Proposed to the Defendant That if the Defendant would pay him the Sum of forty Pagodas he the Repliant would deliver to the Defendant his said Mortgage Bond and house Bill of Sale and that the Defendant Refused to Consent thereto The Repliant further Says that the Mistake in the Charge of Interest since the Defendant took Possession of the House Mortgaged to this Repliant such Mistake arose from no other Motives but that on Account of the Repliants Absence from Madras being Called up the Country

Country upon Business of Great Importance The said Repliant further Says that he Admits to have Received a Letter from Veerabadra his Nephew through the means of Tombeapah but the Repliant Says that the said Letter and all and Singular the Transactions touching the said Veerabadra and the Defendant has been a preconcerted Business between them for the said Veerabadra although the Repliants Nephew Seeked to Ruin and Disgrace the Repliant on Account of the Repl.ts Demanding of him a Share of his Family Estate and the said Veerabadra not knowing how to be Revenged on the Repliant did Combine and Confederate with the Defendant to Carry on his Point and wrote the several Letters Indemnification and Receipts Translations whereof are Annexed to the Defendants Answer although the said Veerabadra had nothing to do with it. The Repliant further Says that had the said Sum of Ninety Pagodas really belonged to the said Veerabadra which the Repliant does not Admit to be the Case why would the Defendant Lend in his Law in Law the said Cheddambaram to the Repliant about Ten days before the filing of this Repliants Bill of Complaint in this Honble Court a Sum of forty Pagodas and Request of the Repliant the Delivery of the Bill of Sale of the House and Ground and his the Defendants Mortgage Bond pretending at the same time that he the Defendant had paid fifty Pagodas in part to the said Veerabadra and Deposited the same in the Hands of a Certain Person for him the Repliant to bring the Bill of Sale and Mortgage Bond and receive the said forty Pagodas with which Request the Repliant Refused to Comply

All which Matters and things the said Repliant is Ready and Willing to Verify maintain and prove as this Honble Court shall direct and most humbly Prays as in and by his said Bill of Complaint he has Already Prayed

Chas. Bromley
Atty. for the Respondent

Filed 13th Augt 1784 —

The Rejoinder of Clatoor Mootaloomgoopa of Madras Inhabitant Defendant to the Replication of Vagapah Mondeliar by his Attorney William Clarke of the same Place Inhabitant Complainant

The said Defendant now and at all times hereafter Saving and Reserving to himself all and all manner of benefit and Advantage of Exception to the many Uncertainties and Insufficiencies in the said Replication Contained for Rejoinder thereunto saith That this Defendants Answer is true certain and sufficient in the Law to be Replied unto and Avers as he has and by his said Answer he hath already said and doth Aver maintain and prove all and every thing and things therein to be true certain and sufficient in the Law to be Replied unto in such Manner and form as they and every of them are therein Alleged and Expressed and this Defendant for further Rejoinder saith That the said Replication of the Replicant is very uncertain and insufficient in the Law to be Rejoined unto by this Defendant for divers diffects and Imperfections therein Contained and that the same is so Contrived and made to the end and Intent and purpose and Colour for maintaining his Bill in this Honble Court to the Vexation of this Defendant and this Defendant for further Rejoinder saith That although the Replicant pretends to be unacquainted with this Defendant saith That this Defendant was well known and understood by the said Replicant and Vera Abuddroo and Acquaintance of this Defendant being Head Writer to the Treasury and Dubash to the Honble Edward Monckton Paymaster to the Land and Advanced unto this Defendant the Sum of Ninety Pagodas upon the Mortgage of this Defendant House and Ground and the Bill of Sale thereof and the which this

Vera Abuddroo did Consent and Grant this Defendant the Money from Compassion to the Replicant who was then Attorney at Madras to Lend and Advance this Defendant of this and Many the Sum of Ninety Pagodas upon the Mortgage of this said Premises and did that Night this Defendant applied to the Replicant for the above Loan of Ninety Pagodas upon the Mortgage of this Defendants House and Ground and Chowltry Bill of Sale thereof upon the Terms and Conditions Particularly by this Defendant and the said Vera and the Replicant in Consequence of the Orders and Request of the Constituent Vera Abuddroo did Lend and Advance this Defendant the Sum of Ninety Pagodas for which Amount and upon the Terms and Conditions aforesaid they Defendant executed and Granted to the Replicant the Bond in Question and the Replicant did Accordingly to Agreement take Possession of the said House and Allowed the Sister of Vera Abuddroo who is now the Replicants Daughter and her Husband Vagapah to take Possession of the said House and to Live in it And this Defendt Saith that it is often Practised among the Malabars to Lend Money in the Name of their Attorney whose Name is used instead of the Constituents and the Bond and Question was therefore Executed in the Name of the Replicant without mentioning the Name of Vera Abuddroo whose Money it was This Defendant for further Rejoinder saith that he Cannot Imagine why the Replicant should Lend his own Money upon the Mortgage of the said House and Place Vera Abuddroo Sister and Husband thereon without their Express Orders of Vera Abuddroo and after evident fraud and wrong other Circumstances That the Money so Lent was their Property of Vera Abuddroo and the Replicant was of Consequence obliged to Write to the Lender informing him of this having Complied Over the said Orders respecting the Mortgage and the Keeping of the Premises

therein Consequently this Defendant can by no means Admit the
Money to be the Property of the Replicant but of them the said Vera-
buddoo as set forth and stated by this Defendant in his Answer
Nor can the Replicant prove to the Contrary and as to the Replicant
Pretending that he cannot Admit nor believe Vera buddoo would
have demanded of this Defendant the delivery of the Ninety Pags
and that it did not in any wise belong to Vera buddoo and that
therefore Vera buddoo could not nor would he have made such
a Demand this Defendant doth insist that the Money doth not
belong to the Replicant but to the said Vera buddoo who did
therefore make several Demands on this Defendant for the same
and offered to give back this Defendants House and Ground and
as this defendant delayed the said Vera buddoo sent Divers
Peoples to press this defendant for Payment and just as that
time this Defendant sent the Replicant and desired him to Intreat
with Vera buddoo as he may allow this Defendant a further
time towards the Payment of the same when the Replicant told
this Defendant that Vera buddoo the Proprietor of the said Ninety
Pagodas was in very great want of Money he could not therefore
Intercede and desired this Defendant to Pay the Ninety Pagodas
whereupon and pray it to Vera buddoo and as to this Replicants
Denying all and every the said Matters and things set forth and Alledged
by this Defendant this Answer to his leaving paid the Amount of the
said Mortgage Bond of Lombiagahe Mordelliar on Account of Vera
buddoo and of this not being able to find out the said Mortgage Bond
and the Titles Deeds among the Papers of Vera buddoo and of this
having promised to procure them from Vera buddoo and deliver
them to this Defendant and Lombiagahe Mordelliar to know for that
Purpose Whether a Letter to Vera buddoo who at that time was

at Fort Saint Davids and of this leaving sent this Defendant a
Writing of Indemnification and to date it to the same time, day and
Year and for which this Defendant paid to his Attorney Lombiagahe
Mordelliar the said Ninety and that the Replicant knew thereof and made
no Objections This Defendant saith that the Rejoinder is not to be proved and
Question the Truth of the said Matters and things as related in this
Answer to be just and true and that this Answer do the said Respon-
dent to be just and true and that this Defendant is near at Hand in the whole of the said Transac-
tion and made no Objection but this Defendant saith that this
Answer do the said Respondent that at the time Vera buddoo left Orders
for this Defendant to pay the Money to his Attorney Lombiagahe
Mordelliar the said Replicant was near at Hand and knew
thereof without making any Objection at the time which this
Defendant saith that the Rejoinder is not to be proved and
Question the Truth of the said Matters and things as related in this
Answer to be just and true and that this Answer do the said Respon-
dent to be just and true and that this Defendant is near at Hand in the whole of the said Transac-
tion and made no Objection but this Defendant saith that this
Answer do the said Respondent that at the time Vera buddoo left Orders
for this Defendant to pay the Money to his Attorney Lombiagahe
Mordelliar the said Replicant was near at Hand and knew
thereof without making any Objection at the time which this
Defendant saith that after he had paid the Money to
This Defendant saith that after he had paid the Money to
Lombiagahe Mordelliar on Account of Vera buddoo and
taken Possession of the said House he did put the Doors and
Window to the Ground and rebuilt the same in a different Man-
ner from the Foundation at his own Expence and without
the Concurrence and Consent of the said Replicant or his Landlord
and this Defendant knows knowing any
Right he can or ever had thereunto And this Defendant knows knowing any
Matter or Thing as mentioned and the Replication Relative to
Did deliver unto Vera buddoo forty Pagodas and knowing the delivery
of the Mortgage Bond and Bill of Sale and that he had the said Bond
that he had already paid Vera buddoo fifty Pagodas on part
payment thereof, all which said Matters and Things this Defend-
ant saith are totally false and fabricated by the Replicant and that in
order to prevent this Defendant, And this Defendant saith it is allowed
that the Laster of Vera buddoo and Agreeable to the Terms and Condi-
tions

sons of the said Mortgaged Bondsmen permitted to live in the Premises As soon as
said House was known it is fair to presume they would not have left the
Premises in case this Defendant had paid the Money due on the said Mortgage
Bond According to agreement whereas Money has been paid four Years
two Months and fifteen days previous to the day on which this
Defendants Answer was filed during all which time this Defendant
held Quiet Possession of the said Premises without any let or hindrance
either by Veerabuddroo and his People or by the Ryotiant either at
the breaking down and Rebuilding of the said House or at any time
since And this Defendant Humbly insists that provided he this Defendant
having paid off the Money the Ryotiant engaged to have Veerabuddroo
to pay the Ninety Pagodas out of the Ryotiants Charity houses to
which Veerabuddroo refusing to Agree the Ryotiant wrote him
several Letters wherein at the Northward a Translation of One of
which Letters Relative to the said Charity Houses is now ready to be Annexed
for the Perusal of this Honble Court and to which this Defendant
Most Humbly prays Reference, and that the same may be Admitted
as part of this his Rejoinder the Original whereof is in the Custody
of this Defendant and Ready to be produced to this Honble Court when
required this Defendant Admits that he believes that the Ryotiant
did About Seventeen Months ago and upwards prior to this Defendant
Had it of this Defendant paid him the Sum of Sixty Pagodas he would
deliver up this Defendants Mortgage Bond and Bill of Sale
which this Defendant refused to do on the Contrary he threatened
the Ryotiant that this Defendant would Luck him and to Receive
Rent from him and by force if he would not give him up by good and fair
Means as this Defendant had already paid the same money And thereupon
at the time and in the Manner in this Answer set forth and for that

end this Defendant wrote to Veerabuddroo threatning Masulipatam and
wherein Consequence thereof sent him open Letters to Lomby agaiah
Mondeliar one an Answer to the Letter sent by this Defendant
and another to the Ryotiant and the said Lomby agaiah Mondeliar
after taking Copies of them both Sealed the Originals the One he
delivered to this Defendant and the other to the Ryotiant
Which he has thus his Replication Acknowledged to have
Received Translations of which are Annexed to the Answer of
this Defendant and after the Delivery of the said Letter to the
Ryotiant this Defendant and Lomby agaia Mondeliar also as
Lowar Linen informed demanded of the Ryotiant the Delivery
of this Defendants Bond and Bill of Sale which said that as
Lowar Veerabuddroo Comes from Masulipatam he would De-
liver the same to him Veerabuddroo owns bonds to the Ryotiant
Admits in his Replication the Mistake and the Charges of
Interest since this Defendant had taken Possession of the said
House provided to be Mortgaged to the Ryotiant and that
such Mistake arose from no other matter Means and Account
of this Absence from Madras and the Country Consequently the
Ryotiant knowing this Absence Could not Have got this Defend-
ants Possession of the said House it must therefore have been of
Course delivered to him this Defendant by some other person
and the same was done on Account of Veerabuddroo who from
this Defendant Doth Absolutely Deny that the Ryotiant put
this Defendant in Possession of the said House but that
Lomby agaiah Mondeliar on behalf of Veerabuddroo received the
Ninety Pagodas from this Defendant and after Removing the
Timber of Veerabuddroo from the said House to their Choice of Veerabu
Addroo the said Lomby agaiah Mondeliar did put this Defendant in

in the possession of the said House which doth remain to this day in
this Defendants possession without the least Claim or Objections
having been made by the Replicant which she would be sure to have done had
she any right so to do for when Veerabuddroo arrived at Madras from
the Army the Requests of the Replicant as her Attorney to lay before him
his Accounts of the Monies he had received, and what he had paid and
expended in his Account which the Replicant complied with
on which Account Veerabuddroo was Credited by the Replicant
with the Sum of three thousand three hundred and ninety one
Pagodas and twenty four fanams and debited with the Sum of
three thousand two hundred and ninety one Pagodas and fourteen
fanams in which said Account the said Veerabuddroo is debited by
the Replicant with the Sum of Ninety Pagodas as cash lent upon
the Mortgage of the House and which Pagoda he doth allege to
of Veerabuddroo Sister to the whom the Replicant allowed to live
in the said House by Order of Veerabuddroo as aforesaid a Transla-
tion of which said Account is herewith Annexed for the Inspection
of this Hon.ble Court and prayed to be allowed as part of this
Rejoinder the Original being and the Custody of this Defendant
and Ready to be Produced to this Hon.ble Court when Required
Whereby it Clearly Appears that the Ninety Pagodas Lent upon
the said House is the absolute property of the said Veerabuddroo in
which the Replicant had no further Concern than as Attorney
for him and moreover after the said Account were rendered as
aforesaid the Replicant told this Defendant that he had debited
Veerabuddroo for Ninety Pagodas Lent this Defendant and that
this Defendant may pay the Ninety Pagodas to Veerabuddroo and
take up and redeem the House and as to the Suggestions of the
Replicant

Replicant of the said Veerabuddroo having joined with this Defendant
in the pretended Account of a Family Estate this Defendant saith they
were all false and framed by the Replicant to give some shadow of truth
to his unjust and illegal Pretensions for the Family Estate had been long
ago divided and the Replicant and Veerabuddroo have long since shared
separate and this Replicant further saith that Veerabuddroo always
bore with Character and Reputation as an honest Dubash and was
allowed with Character and Reputation as an honest Dubash and was
also in Competent Circumstances wherefore it is not at all probable
that he would have entered into any Combination to the Prejudice of
the Replicant on the Contrary this Defendant saith that the Replicant
is under great Obligations to the said Veerabuddroo who after his
having spent his whole time in his Service in Return for which he conceated
and connived with this Defendant to Bond and Round Bills of Sale until the death
of Veerabuddroo and then produced the same of fourteen Years date
and wrongfully and this
Defendant saith that he had Answer to his knowledge and Credu-
bond to the Replicant three days before the filing of this Bill with
the Sum of forty Pagodas nor did he ever require of them the delivery
of this Defendants Bond and Bills of Sale Legacy saying that the
Sum of fifty Pagodas had been paid on part to Veerabuddroo and
that this Defendant intended to rebuild the said House which
the Replicant refused and Matters and things this
Defendant says are absolutely false for at a period of four Years
two Months and fifteen Days after this Defendant had paid
the Ninety Pagodas as aforesaid and taken Possession of the said
House this Defendant could not have occasion to say any thing
to Cheddumbrum respecting the same and this Defendant saith
that since the Replicant hath filed this Bill of Complaint this
Defendant has been informed that on the Replicant being asked
why

Why he sued this Defendant for a Sum of Money heretofore owing to Veerabuddroo and which had long Since been paid off by this defendant and wherein the Repliant never had any Interest or Concern other than as the Attorney Acting for Veerabuddroo the Repliant Said that it was true the money Originally belonged to Veerabuddroo and had Since been discharged, but that as the Bond was in the Repliants name he was advised he could recover the Amount by Law and he therefore Sued this Defendant

All Which matters and things this Defendant is ready to aver Maintain and prove in such manner and form as this Honble Court shall direct and therefore humbly Prays as before in his said Answer he hath Already Prayed

S. Popham
Attorney for the Defendant

Translation of a Letter from Yegapen to Veerabuddroo Moodeliar

I have turn to be much risk by Your fortune whosoever that wants eat away Your Property let them eat away and I hope that You will live happy now I have Mortgaged my Emerald Jewells Called Mooroogoo or Ear Ring to Palavy Ledumbra Moodely and received of him some money but I could not know how I will be at the time You Arrive here If You, Your family and Your Brother be in Good health it is Sufficient If You behave well to be Pleasure of the God it will be well to every body You think the Authority and

and the fortune that You hold now will Contain forever and follow with the advice of the others of which You will be Convinced in a few days the almighty God says it is not good to You to put me in Vexation Which You will Observe and behave well since this two or three Months I beg an the business of the Catteram or Charity House at Trevatore in Your Name You have not done a favor so much as done by one Mungapatty Naick how much You provided and Spent away You have refused my desire now the War is over, I hope that You will Answer Yes or no Concerning the Trevator affair to be Charitable for Your Ancestors I have Seen many Peoples fortune not one was stand Confirmedly You knowing thing best Signed

Yegapen

A true Translation as near as Can be from the Mababar Language

Soobaroyan
Interpt

A true Copy

S. Popham

Sorbaiee Year Ends Augustyear on 30 Oct.								
	16	To Cash this day to the Pungonny in the Year Surwagitt Commandr being 5 Years Expended						
		To the Compt of the particulars in the Old Book						
		To Cash paid for to Build the Veranda on the Sea Side of the Mademoor Charity House at Trewalore after it is built		161	12	"		
Surwadaary Year of Chitterry Mr 1768 April				88	23	"		
	18	To Cash paid from this day to the Months of Pungonny viz 12 Months Wages Expences for 6 Months						
		To Cash paid for Do for 4 1/2 Months		17	27	40		
		To Cash paid from the 16 March to 26 December to the 30 Pungonny or 10 Years 9 1/2 Months		21	"	"		
		To Cash Paid for a Turband to be given as a present for Mannumbadoo Ramanadaia Mondaliar Funeral Ceremony		26	21	60		
		To Cash paid the Goorapuliar for attending Bramminy at the Pagoda for to Anoint the Lunages of Ungadee Veerabadra Sawmy		1	"	"		
		To Cash paid the Lingundagee Chittiammy		10	"	"		
		To Cash paid to Danaee D. Modeliar		2	21	60		
		To Cash paid for a Cloth and Procession of Mundeagapaia Moodeliar Daughters Wedding		10	"	"		
		To Cash paid for to Anoint to Trial 6 Coconuts a Lunages Feast		6	33	"		
		To Cash paid to Doctor Jedriah Iyer on Account of Pavoondery Sawmy		10	"	"		
		To Cash paid to Vadamalaver on Account of Bullock		2	"	"		
		To Cash paid the Mundeagapaia Moodeliar Comarasawmy		11	21	"		
		To Cash paid Brother Pungolrayen from January to June		20	"	"		
		To Cash paid for Canvas Curtains for Hall & Cover for the Chest Mandoo with Coolyhire		12	"	"		
		To Cash paid the Lingapaiha Account of Moongam		2	"	"		
		To Cash paid the Rajamberry Mundleer Acct of Madeara Atty		10	"	"		
		To Cash paid to Comarasawmy for 2 deal Boat for the Scaffolding Coverabaisan		10	"	"		
		To Cash paid Coolyhire for Bauksaull		20	"	"		
		To Cash paid the Candachy Mummy for build a House		"	10	"		
		To Cash paid for to make Muras for Lewatore Goddy		10				
		To Cash paid for Cloth to Anjavar Modelys Wife		3	"	"		
		To Cash paid for Chockellammy Cloth for Lewagungy		"	35	"		
		To Cash paid for Mongay Lowdamma Cloth		1	30	"		
		To Cash paid for 2 Dowly & 2 Sarees for Comarasawmy		"	17	"		
		To Cash paid for Tapers		1	5	40		
		To Cash paid for the Moorisawattle Paints for Chinnamaull		"	21	"		
		Carried Over		2	"	"		
				464	18	40		

Veyah Year Begins Mr 1766 Oct						
	23	By Ten days Charges Settled this Account and Receivd of Vadamaga mun Expendier Past at the Paddy	5	"	"	
		By Cash Received of Pennumbro Canacayah Chitty	15	"	"	
		By Cash Receivd of Mundeagapaia Moodeliar Commencing from the Year Surwagitt Ten Months of Pungonny in 1767 Dec to the Chittery Month Year Surwadary or 1768 April	69	"	"	
Surwadary Year of Vaasi Mr 1763 May	30	By Cash Received of Mundeagapaia Moodeliar	100	"	"	
Dr 2 Years Mr 1765 July	12	By Cash Received of Mr Lourdam	1500	"	"	
20 of Margaly Mr 1767 Dec	30	By Cash Received of Lamby when he Arrived at Madras	100	"	"	
		By Cash Dr of Canacoe Vaudear				
1 of Jan Mr		By Cash Dr of Vencatachellum				
16 Jan	17	By Cash Dr of Mundeagapaia Moodeliar by the Hands of Vencatachellum	50	"	"	
16 " or	26	By Cash Dr of Mundeagapaia Moodeliar	50	"	"	
1 of March	10	By Cash Dr of Vencatachellum	50	"	"	
20 "	30	By Cash Dr of Ramanadaia Moodeliar	200	"	"	
25 March	5	By Cash Dr of Gregaud Manch	200	"	"	
		By Cash Dr for 2 Pairs Handel Bracelets & 1 Chain for Child	45	21	60	
		By Cash Dr for the Coul Capers 82 Fundyes Wt 29 Vis	2	27	"	
		By Cash Dr for Rebate of Money exchanged for the Chandoly Rupee is Wt 4 3/4	4	27	"	
		By Cash Rd Receivd of Engineer Annachella Moodeliar on Account of Interest for December	50	"	"	
Vaasdy Year of Chittery Mr 1768 April	10	By Cash Received for 4 Rings of Wadoranallo set Jungar 2 Paly on ally delivered to Ramalingum Wt 5 6/16	3	35	40	
	20	By Cash Received of Mundeagapaia Moodeliar	300	"	"	
		By Cash Dr of Mundeagapaia Moodeliar and Vencatachellum on Account of Basaul Maull	20	"	"	
15 Years Mr	25	By Cash Received of Lamby by the Hands of Lagayen	300	"	"	
		Carried Over Pagodas	3351	24	"	

D.

	Brought Over	464.	18.	40.
	To Cash paid for 3 Pounds gum for Pattent for Bengal	4.	"	"
	To Cash paid for the Horsley Boy who came from Trichinopoly	1.	"	"
	To Cash paid to Dundoo Muniatachellum according to the Bill of Exchange	1.	"	"
	To Cash paid to Dasapah Moodeliar	200.	"	"
	To Cash paid to Annachellah Moodeliar	100.	"	"
	To Cash paid to Poginimy who dwell at Tuvatoor Madura or Charity Houses for his late Ballance	150.	"	"
	To Cash paid at Lazeroo dry Year	4.	"	"
	To Cash paid to Lyagapah for his Maintenance	6.	"	"
	To Cash Stand for Long Lumbalanda Cut to Munjey	2.	"	"
	To Cash paid for Bichuale when Pauyanda Moodeliar Dwelled	1.	6.	"
	To Cash paid for Turband and Rooy	1.	"	"
	To Cash paid for two Womens Red Cloth and 2 Gunjee Cloths	2.	"	"
	To Cash paid for the Cloths Aboungeyny to put Linen for Childs Lanbaut	4.	31.	"
	To Cash paid the Lyapundangel Pillamy at 2 different Times		25.	"
	To Cash paid for Superney Cloths for the Women	1.	20.	"
	To Cash paid for Paddy to the Seamen	1.	92.	"
	To Cash paid for Rampa Oil & Leads	6.	"	"
	To Cash given Sujeon the Mortgage of the Household which he Engaged to Sell	3.	"	"
25 of the May	To Cash paid to Comargawmy Vadear	90.	"	"
Month to May	10 To Cash paid for the Expences of Ayoo Moodely attending upon me during the Hours	1.	"	"
	To Cash paid for Jemmad	1.	"	"
	To Cash paid for Monies Lemaks Shirt	1.	"	"
	To Cash paid as apresent for Cumbaumum Brammy for his Wedding	1.	5.	33.
2 of Vlaney to May	12 To Cash paid to Comargawmy Vandiar	1.	"	"
	To Cash paid for Poogy Paddy	1.	"	"
	To Cash paid for Hoogy Expences	1.	"	"
	To Cash paid for Lorentany Flowergarden for 2 Months	1.	"	"
	To Cash paid for a Emerald Ring and 11 Rubies 3 Gold Buds &c. including with the said Gold	1.	"	"
	To Cash paid for making the Jewells for the Child Gold Bracelets to Pass Medium & Chains Pair in & 11 Pagodas Cash 11 36 1/2 @ 6. 36 for every Pagoda	28.	"	"
	To Cash paid for 2 Lundys & Paul Rajoos @ 62 1/6	98.	33.	"
	To Cash paid for Mumun Paty	5.	25.	"
	To Cash paid for Mumun Gold Bracelets @ 5 3/4		39.	"
	To Do Do Do of January 17 1/2	15.	21.	50.
	Carried Over	2080.	36.	23.

Brought Over	3331.	24.	
Carried Over	3331.	24.	

	Brought Over	464.	18.	10.
	To Cash paid for 2 Pounds gunpowder Portion for Pungah	4.	"	"
	To Cash paid for the Monkey Boys who came from Pondicherry	1.	"	"
	To Cash paid to Dundoo Vencatachellum Rundy according to the Bill of Exchange	200.	"	"
	To Cash paid to Dasapah Mandeliar	100.	"	"
	To Cash paid to Vencatchella Mandeliar	100.	"	"
	To Cash paid to Braminy who dwell that Tavatoor Medium or Charity House as per his Cadeballamu	4.	"	"
	To Cash paid at Lazarus day Year	6.	"	"
	To Cash paid to Lyagapah for his Maintenance	2.	"	"
	To Cash paid for 1 Coopy Tumbal and a Cub to Mungey	1.	6.	"
	To Cash paid for the Pagala whose Tanyanda Modelier Conducted	1.	"	"
	To Cash paid for Turban and Roomy	2.	"	"
	To Cash paid for two Womens Red Cloth and 2 Gentoos Cloths	4.	30.	"
	To Cash paid for the Cloth the Mungey gets yearly and for Cloth to Lascar	7.	3.	"
	To Cash paid to Tyagu and angel Pullamy at 2 different times	1.	20.	"
	To Cash paid for Sugency Cloth for the Women	1.	22.	"
	To Cash paid for Paddy to the House	6.	"	"
	To Cash Lent upon the Mortgage of the House and which is Engaged to Us	3.	"	"
25th Whitby Monthor May	To Cash paid to Comargawmy Vadear	90.	"	"
	10 To Cash paid for the Expences of Upon Wood Lyabendegan to Cover the House	1.	"	"
	To Cash paid for Linwood	1.	"	"
	To Cash paid for Women to make Sheet	1.	"	"
	To Cash paid as a present for Cumbacannum Braminy for the Middens	1.	5.	33.
2d Weary to May	12 To Cash paid to Comargawmy Vandiar	1.	"	"
	To Cash paid for Soopy Paddy	1.	"	"
	To Cash paid for Rouge Cayenne	1.	"	"
	To Cash paid for Tandanaya Flower Garden for 2 Months	1.	"	"
	To Cash paid for a Emerald Ring small Rubies 3 Gold Buds &c. including with Sendry Do	1.	"	"
	To Cash paid for making the Pewter for the Church Gold Braults &c. 1 Pair Medium 1/2 Chains Pair into 1 1/8 Pair is Gony Cash 11.36 1/2 Ct. 6. 36 is Gony Pr 1/4	28.	"	"
	To Cash paid for 2 Lundy & Paul Cayenne 117 62 1/2 6	98.	33.	"
	To Cash paid for Women Paddy	5.	25.	"
	To Cash paid for Women Gold Braults 117 45 3/4	39.	"	"
	To Do Do Do for Tuticorin 23 1/2	45.	21.	50.
	Carried Over	2080.	36.	23.

	Brought Over	3331.	24.
	Carried Over	3331.	24.

Brought Over 2080. 36.22

To Cash paid for Tellicoy per Chaier is 107 36	45	21	50
To Cash paid for 1 Chunderagarum	47	27	62
To Cash Paid for Gold Smith Shirdem 2	3	"	"
To Cash paid for 1 Pair Vauley	8	"	"
To Cash paid for 1 Emerald Ring for little Finger	3	8	"
To Cash paid for 2 Pattany Medenandor Ring	8	24	"
To Cash paid for 1 Chain Padaguem	24	"	"
To Cash paid for 2 Candle Sticks	5	2	44
To Cash paid for 1 Shed Cuye	2	33	50
To Cash paid for 1 Jurramany Cudorkemie 107 21 3/16	35	2	54
To Cash paid for 5 Piece of Mungelia Veane for Lavenderyamy	7	"	"
To Cash paid for 8 Rings of Vadoganattal set Jingies 107 2	6	"	"
To Cash Paid for 1 Pair Pully 10 Pt 18	1	22	"
To Cash paid for Wastage 10 Pt 1 P		3	60
To Cash paid Cooley Iurdem 2	1	"	"
To Cash paid for 8 Pairs of an Lewis for Lavenderyamy ie Jimmy Cash 10 20	23	21	50
To Cash Paid Cooley Iurdem 2	1	21	50
To Cash paid for 20 Corgues of Rubies	23	8	"
To Cash paid for 5 Piece of Mungeley allaces for Pacaut Tall	5	"	"
To Cash paid for Charadoo with Cohey	20	"	"
To Cash paid for Ochullowmanzy or Mickles	13	"	"
To Cash paid for Silver Tomake Padaguem	6	"	"
To Cash paid for 8 Corals	6	28	50
To Cash paid for Chaunderhary	11	"	"
To Cash Paid for Silver Bracelets	3	21	50
To Cash Paid for Royeley Cloths and Sundrees	1	36	"
To Cash Paid for Mogliah Mandelear for buying Shemul and Charadoo is 107 63 2 without Pookey 107 158 Pt with Lag 10 Pt	71	19	20
To Cash paid Cooley Iurdem 2		32	"
To Cash paid for 1 Old Oll Charadoo is 107 12 3/16 and Pacaut Tall Cash 1 Come Tauld Peice 1 which the Remainder	9	"	"
To Cash Paid for Comaracawmies Velly Arraw and for Silver Middle Ring	3	32	50
To Cash paid for Vincatachellum Cummering from the 20 Margeley Year Call'd Vaicravadazy or 20 December 1802 to 1 Jan January on Account of the Cooley Hire for 2 building house	60	"	"
To Cash paid Do Gold Smith Soobraundayan	200	"	"
Above Translation is a Correct Total Pagodas	324	18	

Le M. Malabar Language

Brought Over 333 24

Total Pagodas 333 24

(450)

(454)

Filed 1st November 1784

The Exceptions of Vaagajah Modelliar by his Attorney William Clarke of Madras Inhabitant Complainant to the Rejoinder of Calatoor Mootoo Comaryen of Madras Inhabitant Defendant

Exceptions taken and filed in this Honble Court to the Rejoinder of the said Defendant put in to the said Complt^s Replication

1st The Complainant excepts against the Rejoinder as containing New matter foreign from the matters contained in the Defendants Answer being in the first place a Copy Translated of a Letter, the Original of which is said to be written by the Complainant to One Venkadra Modelliar, which in the first place contains no Date, and in the Next place, Appears to have no Affinity to the Material matters in Question and of Course is not, nor cannot be Accepted as an Exhibit for want of Certainty, the Original being incomplete, Neither cannot be given in Evidence or pleaded in Bar of a Demand on a Specialty

Secondly. The Complainant excepts to the paper Writing annexed to the Rejoinder said to be a Translate of an Account Current between the Complainant and the Defendant, Because neither the Original Nor the Translate so said to be an Account Current between any Persons or Persons were the same Dated or Signed, but appears to be some rough Draft of Accounts remaining to be Settled and Adjusted, and therefore is an Exhibit incomplete and indigested and Inadmissible to be given in Evidence or in any Sort to be Exhibited in Support of any Charge or Allegation, and therefore unnecessary for the Complainant to Except against Such Exhibit as the same cannot be Admitted as Legal Evidence for the want of Certainty, for if the Complainant was to Admit of these Accounts as Set forth by the Defendant, It would be doing more than the parties themselves have Consented to for

(455)

Admitted of the Rejoinder further Says, that no Precedent can be produced or Shewn, that such an Exhibit was ever allowed to Establish and Regulate Accounts, but on the Contrary and Attempts of this Sort, this Honble Court of Judicature, but on the Contrary and Attempts of this Sort, this Honble Court have before decided Dan, and taken off the Sole the Rejoinder wherein have been annexed and Suppose to such that the Defendants Vaagajah Writings have been annexed and Suppose to such that the Defendants Vaagajah Writings have been annexed and Suppose to such that the Defendants Vaagajah Writings

Setteth forth the Exhibits at large in this Rejoinder, And this Defendant by Way of Special Answer to the said Exceptions Saith as follows

To the 1st Exception This Defendant answereth and Saith that this Defendant in his Answer Charged the Replicant with Requisting Veerabadra the owner of the Money for which the Replicant has brought this present Suit to lay out the said Sum of Ninety Pagodas in this Charity House there but being by the Replicant at Trewatore to which regard of this Defendants Answer the Replicant doth Reply in his Answer and following — "The Replicant further Says that he was Surprised at the "Defendants introducing such a Number of Passages which shows "Not the least Shadow of Truth and that the Replicant was no "Sum Veerabadra in his Lifetime before that Defendant had paid "the money to lay out the same when Recovered in this, the Replicants "own Charity House and of Veerabadras having Refused to agree for the "Replicant says that the answer to the knowledge objected to the said Veera "badra and the Subject of laying it out towards the Charity House for "all this the Replicant has a Charity House to this not to this Day and "Wanted as he Requested Veera to say duly Incumbent for the use of this Charity "House" To which part of the said Replication this Defendant humbly Submits that he could not have Regained entrance apt and Conclusive Terms than by annexing to the Rejoinder the Copy of the Translation of the Replicants own Letter the Original wherein is Signed by himself and addressed to Veerabadra which Letter Supports this Defendants Answer and Refutes the Replicants Replication and the said Point — And as to that part of the first Exception which Speaks of the Letter above quoted being without date such Omission ought not to be Construed to the Prejudice or making Void the said Letter as the Original will be proved to be this owned Proper Letter, and the Omitting to insert the date was by his own fault, besides this Defendant Asserts that such Omissions in Letters

are common among the Natives & this in the Correspondance of Europeans among each other the Natives generally in order to

To the 2d Exception This Defendant Saith that in his Answer to the Replicants Bill of Complaint he stated that he received the said Sum of Money Pagodas being the Principal Amount of the Mortgage Bond for which this Fund from the Replicant but out of the proper Monies of the said Veerabadra and the said Sum of Ninety Pagodas did not in any wise belong to the said Veerabadra Wholly and therefore this Defendant thought himself obliged to set forth in his Rejoinder the Account Current of the said Veerabadra drawn with the Replicant During the Attorneyship of the said Replicant for Account of the said Veerabadra put Order to prove that the money borrowed by this Defendant was the proper money of the said Veerabadra and that Wannight Examine the Witnesses and Support there Same to be Conformable to the Truth of this this Defendants Answer and as to the Objections to the Account for want of Date and Signature this Defendant Saith that the said Account not being a final Settlement of Accounts between the parties but a Sort of Abstract of the Articles of a Running particular previous and Recital of Necessity have those Sums which are Customary in the final Settlement of Accounts between different Parties, But this Defendant Saith that he will Prove to the Satisfaction of this Honble Court that the said Abstract or particulars of Sums received and Signed by the said Replicant During the time he was Attorney to the said Veerabadra is a just and true Account of the said Replicants Receipts and Payments as Attorney to Veerabadra and that the Ninety Pagodas therein set forth and the Account as paid by the Replicants to this Defendant was the very Money for which this Defendant became sued all this it appears by such Account to be the real Property of the said Veerabadra This Defendant further Saith that among the Malabars those Persons who are employed either as Attornies or Servants and are Intrusted with the European Customs furnish their Accounts without Oath and Signed by them and without Mentioning at the head of such Accts

The

the Names between whom such Accounts depend and therefore it is Natural to suppose that the Complainant who was Attorney to the said Veerabudra and Ignorant of the Custom among Europeans furnished the aforementioned Account Current to the said Veerabudra without date or Signature or without Mentioning their names at the head of the said Account Current besides this Defendant saith that as the said Omission was the Act of the Complainant this Defendant humbly hopes he will not be able to Advantage himself thereof to the prejudice of this Defendant whose Right to the benefit of the said Account will be established by the Evidence he hopes in due time to bring before this Honble Court of the same being the proper Account of the Complainant respecting his Money Transactions as Attorney of the Said Veerabudra

Wherefore this Defendant prays that the said Exceptions of the Repliant to the Rejoinder of this Defendant may be thrown out with Costs to be paid by the Repliant

S. Popham
Attorney for the Defendant

Extracts from the Minuties of a Court Held at the Town Hall on Tuesday the 10th Day of May Anno Domini 1785

Present

Philip Stowey Esquire Mayor
Edward John Hollond and Robert Ewing
Aldermen

Yagapah Moodelliar by his Attorney William Clarke
vers
Colatoor Mootoo Comarapah

Bill Read
Answer Read
Replication Read
Rejoinder Read
Exceptions to the Rejoinder Read
Answer to the Exceptions Read

The Complainants Exceptions to the Defendants Rejoinder and the Answer thereto Coming on to be Argued and Determined this Day in the Presence of the Attorneys on both sides and the Court having had due Consideration thereon are of Opinion that the Exceptions are good and Valid This Court doth therefore think fit to Order and doth Accordingly Order that the Defendant do Amend his Rejoinder and that he Do pay all Costs Attending the Exceptions

Filed 10th May 1785

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of Pullein Spencer

That since Your Petitioner has had the Honor of being Admitted an Attorney of this Honble Court, he hath understood that it is usual for the Attornies to practise as Notaries also, and that the Office of One is on many Occasions so blended with the others as to make it inconvenient for the Client unless his Attorney be also a Sworn Notary of this Honble Court

Your Petitioner therefore humbly prays to be Admitted to practise as a Notary

And Your Petitioner as in duty bound shall ever Pray

Pullein Spencer

Madras May 10th 1785

Filed 17th May 1785

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shewethunto this Honble Court Your Orator Henry Du Puy One of the Attornies of this Honble Court that Poonnah Cottah of Madras Inhabitant Stands indebted unto Your Orator in the full and just Sum of Four Thousand Nine Hundred and three Pagodas, thirty four fanams, and thirteen Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every

Pagoda the Sum of One Thousand Nine Hundred and Sixty One Pounds, Ten Shillings and Two Pence, or thereabouts as will more fully and at large Appear by an Account Current and also by Copy of a Bond or Obligation given and Granted unto Your Orator by the said Poonnah Cottah on the thirteeth day of June One Thousand Seven Hundred and Eighty four hereunto Annexed for the Inspection of this Honble Court both which Your Orator prays may be Admitted as part of this his Bill of Complaint And Whereas Your Orator hath frequently and in an amicable manner Requested Payment of the Said Sum of Four Thousand Nine Hundred and three Pagodas, thirty four fanams and thirteen Cash, from the said Poonnah Cottah

But now so it is May it Please this Honble Court the said Poonnah Cottah 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 said Poonnah Cottah may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Settforth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four Thousand Nine Hundred and three Pagodas, thirty four fanams, and thirteen Cash, together with all Such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Poonnah Cottah to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and thereto

Answer

Answer thro' 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

H. Dupuy

Attorney for the Complainant

| | | |

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

Hy Du Puy

Attorney for the Complainant

1st	1/2	6					
2nd	"	"					
15th	"	"				96	36
25th	"	"				96	36
						192	72
						5343	24

Pd Henry Du Puy ——— Cr

Pd Pounnah Cottah Ramen Pant ——— 5343 24

1st To Cash Paid Pounnah Cottah Ramen Pant ——— 5343 24

2nd To Cash Paid Do ——— 5343 24

15th To Cash Paid Do ——— 5343 24

25th To Cash Paid Do ——— 5343 24

1st Feby To Cash Paid Do ——— 5343 24

2nd To Cash Paid Do ——— 5343 24

15th To Cash Paid Do ——— 5343 24

Pd Pounnah Cottah Ramen Pant ——— 5343 24

Pd Pounnah Cottah Ramen Pant ——— 5343 24

Pd Pounnah Cottah Ramen Pant

Received on Account 31st December 1784 Two Thousand Pagodas

Hy Du Puy

Received on Account 5th February 1785 One Thousand and five hundred Pagodas

Hy Du Puy

true Copy

Hy Du Puy
Atty Complainant

Mayor's Court at Madraspatnam

Tuesday the 17th Day of May Anno Domini 1785

Present

Philip Stowey Esquire Mayor

William Webb and Josias Du Pre Porcher Aldermen

Between Henry Du Puy One of the Attorneys of this Honble Court Complainant and Poonnah Cottah of Madras Inhabitant Defendant

The Defendant being in Court by his Attorney Mr Pullin Spencer and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that

that the Defendant shall pay unto the Complainant the full and just Sum of Four Thousand Nine hundred and three Star Pagodas thirty four Fanams and Thirteen Cash (Star Pagd 4903. 34. 13.) together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Pr Cur

Filed the 18th May 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewethunto this Honble Court Your Orator Dacut Latchoomedut Neelacunt of Madras Inhabitant that Davoo Coomareboy also of Madras Inhabitant Stands indebted unto Your Orator in the full and just Sum of One Thousand and Fifty Star Pagodas Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Four hundred and Twenty Pounds as well more fully and at Large Appear by the Copy of the Translation of a Mortgage Bond hereunto Annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as Part of this his

his Bill of Complaint the Original whereof is in the Possession of Your Orator and Ready to be produced to this Honble Court when Required and Your Orator further Shews unto this Honble Court that She hath frequently and in a friendly manner Requested the payment of the said Sums of One Thousand and Fifty Pagodas

PUTTON SOITH Sand May it Please this Honble Court the said Dawoo Commareboy Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a General Relief Inclusive to this Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Dawoo Commareboy may upon her Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Severally and Particularly Interrogated and that she may be Decreed to pay unto Your Orator the aforesaid Sums of One Thousand and Fifty Pagodas with Such Interest as now is or shall hereafter become due thereon at the Rate of Six per Cent per Annum and the Costs of this Suit

MAY IT PLEASE this Honble Court the Cause that the said Dawoo Commareboy to be Summoned and Required by the Sheriff of Fort Saint George Esquire of Madraspatnam and the Inhabitants 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

18th May 1785
This Bill was shewn to me between the Days
of Appearance & Is a Summons for Returnable
the Next Day — Philip Stoney
Mayor

J. Popham
Attorney for the Complt

Translation of a Mortgage Bond Dated the 20th Badderagiadabe Month the in the Year Called Coorodeyeanroosunyachaur or Answering to Anno Domini the 29th August 1784

I Dawoo Commareboy Wife of Soobaroy Gouverdenlogiver this Mortgage Bond to Daoud Latchoomendut Mulacaut Chetty to Say

Owing Urgent Occasions I have thereunto Engaged to You the Chowltry Tillie Readymony Houses and Borrowed and Received of You the Sums of ₱1050 One Thousand and fifty star Pagodas Current Money of Madras, which Sums I promise to Pay You even before the Expiration of four Months with such Interest as may become due thereon at the Rate of 9 ₱ Cent ₱ Annum Indefault of the said Payment then You are empowered to sue me and the Mayors Court and sell the said Mortgaged Houses in Custody and Paid Yourself the Principal and Interest Thus I do give this Mortgage Bond by my Consent By her Consent Drawn by Mahatta Veerapa sungar

The Mark + of Dawoo Commareboy

Above Translated as near as can be from the Gentoo Language

Soobaroyan
Interpr

A true Copy
J. Popham

Mayor's Court at Madraspatnam

Tuesday the 31st Day of May Anno Domini 1785

Present

Philip Stowey Esquire Mayor

George Savage and Vencentio Corbett

Aldermen

Between Dacut Latchoome-dut Neelacunt of Madras Inhabitant Complainant and Davoo Coomarebey also of Madras Inhabitant Defendant

The Defendant being in Court by his Attorney Mr Edward Ellis for Mr Peter Walker and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand and fifty Star Pagodas 1 Star Pagodas 1050 " " " together with such Interest as Now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed 12th April 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Francisco Loze of Madras Inhabitant that Mariano Matheus Pacheco at present of Madras Inhabitant stands indebted unto Your Orator in the full and just Sum of Five Hundred and Fifty Seven Pagodas Fourteen fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda the Sum of Two Hundred and Twenty Two Pounds Eighteen Shillings and six Pence or thereabouts as will more fully and at Large appear by the Copy of an Account Current hereunto Annexed for the inspection of this Honble Court and which is prayed by Your Orator to be taken as part of this his Bill of Complaint the Original whereof is in Your Orator's Possession and ready to be produced to this Honble Court when required and Your Orator further Sheweth that he the said Mariano Matheus Pacheco hath Set his Name to an Original Account in the Portuguese Language whereby the said Mariano Matheus Pacheco hath acknowledged himself Debtor unto Your Orator in the above Ballance of Five Hundred and Fifty Seven Pagodas fourteen fanams and which Original Account Your Orator is ready to produce if required and Your Orator further sheweth unto this Honble Court that frequently and in a friendly manner requested the payment of the said Sum of Two Hundred and fifty Seven Pagodas and Fourteen fanams

But now so it is and may it please this Honble Court the Said Mariano Matheus Pacheco Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience

To

To the End therefore that the said Mariano Matheus Pacheco 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 here again Repeated and particularly interrogatory, And that he may be Decreed to pay unto Your Orator the aforesaid Sum of Five Hundred and Fifty Seven Pagodas and Fourteen Fanams with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit.

May it Please this Honble Court to Cause the said Mariano Matheus Pacheco to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to 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.

11th April 1785

S. Popham
Attorney for the Compt.

This Bill was shewn to me between the days of Adjournment and the Complainant having Sworn to the Justness of his demand and that he hath Reason to believe that the defendant is about to depart from the Jurisdiction of this Honble Court Let a Summons Returnable immediately and a Warrant of Arrest issue thereon.

Philip Stowey
Mayor

Dr. Mr. Mariano Matheus Pacheco in Account Current with Francisco Loze Cr.

Date	Particulars	Pagodas	Fanams	Date	Particulars	Pagodas	Fanams
1784 February 17th	To Diet and Lodging from 17th Feby to 1st March 5 being 16 days @ 1½	20	3	1784 March 3rd	By Cash Received	24	"
	To Do. Do. Supplied to Mr. Bragaat Your Request for 10 days	5	15	28th	By Do. Do.	5	"
	To Do. Do. Supplied to Your Servant Lamenat Your Request from 7th Feby to 26 July 84 being 8 14 @ 12 fanams per day	36	12	June 7th	By Do. Do.	12	"
	To Do. Do. Supplied to Your Servant Lemat Your Request from 7th Feby to 1st March 85 being 8 13 at 12 fanams per day	100	24	July 6th	By Do. Do.	14	"
	To Do. Do. Supplied Your Servant Rogastinho at Your Request from 1st March 85 being 6 8 at 12 fanams per day	59	3	Augt 13th	By Do. Do.	25	"
	To Do. Do. Supplied Your Servant Ansanat Your Request for 10 days	16	5	21st	By Do. Do.	3	"
August 26th	To Cash paid on Account of Your Servant Rogastinho	10	"	Decr 22	By Do. Do.	5	"
	To Do. for 2½ Gorgeous Stockings	32	"			78	"
	To Do. paid for a Ticket to the Theatre Dance		5		By Balance	557	14
	To Do. for 1 Bottle of Lisbon		15				
	To Do. for a Cory of Stockings	16	"				
	To Do. for a Lottery Ticket	2	"				
Decr 22	To Do. Paid and Lodging supplied to Your Servant Mariat Your Request from 1st Decr 84 to 1st March 85 being 4 at 12 fanams per day	10	"				
1785 1st	To Cash paid for a Bottle of Claret	3	"				
Feby	To Do. for 1 Bottle of Lisbon	1	"				
	To Do. for 4 Bottles of Jamaica Rum	2	"				
	To Do. for Ribbons for a Dress	14	"				
	To Do. for Molestines to Wm Nettleton the Portuguese Language	24	"				
	To Do. Do.						
		635	14			635	14

Pagodas 635 14
Madras 3rd March 1785 Fran.co Loze At true Copy J. Popham

Filed 12th April 1785

In the Honble the Mayor's Court at Madraspatnam

Between Francisco Joze of Madras Inhabitant Complainant and Mariano Matheus Pacheco Defendant

The above Named Francisco Joze Maketh Oath and Saith that the above Named Mariano Matheus Pacheco Justly and truly Indebted unto this Deponent in the Sum of Five hundred and Fifty Seven Star Pagodas and Fourteen fanams, Current Money of Madras as appears by the Balance of an Account Current Copy whereof is Annexed to this Deponent's Bill of Complaint filed this day in this Honble Court and this Deponent further saith that he hath Reason to believe that the above Named Defendant will abscond from the Jurisdiction of this Honble Court [illegible] that a Bill is filed against him (Signed) Franco Joze

A true Translate as near as Can be

J. Wm Lewcock
P. Intr

L. Popham
Attorney for the Compt

Na Honoravel Corte Mayoral da Madraspatnam

Entre Francisco Joze Habitante da Madrasta Queaante e Mariano Matheus Pacheco Defendt

Asima Mentionado Francisco Joze faz Juramento e Diz que asima Mensconado Mariano Matheus Pacheco fica Justa e Verdadeiramente Individado ao este Deponente Na Soma de Cinco Centos e Cincoenta Sette Pagodes Strelado, e quatorze fanoens Moeda Corrente da Madrasta Como Parece por Ballanço da huma Conta Corrente Copia do qual fica Annexado ao Queadesta Queaante entroduzido esta dia em Corte e este Deponente Mais Diz que elle haja Rezaõ de Crer que asima Mensconado Defendente ey d'Auzentar do Jurisdiçaõ deste Honoravel Corte e Vendo que este Juizo he preferido Contra elle

Sworn to before me this 12th April 1785

Franco Joze

Mayor's Court at Madraspatnam } Tuesday the 31st Day of May Anno Domini 1785

Present

Philip Stowey Esquire Mayor
George Savage and Vincentio Corbett
Aldermen

Between Francisco Joze of Madras Inhabitant Complainant and Mariano Matheus Pacheco at Present of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rule have issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five Hundred and Fifty Seven Pagodas Fourteen fanams Pagodas 557.14 of together with Such Interest as now is or shall hereafter become due thereon untill full Payment is made also All Costs of this Suit

Pr Cur

Filed 6th April 1785

To the Honble the Mayors Court at Madras sitting in Law

Humbly Complaining Shew unto this Honble Court Your Orators Michael Reichold and Robert Henderson of Fort Saint George Shopkeepers that Charles Darke of the same place Merchant stands Justly and truely Indebted unto Your Orators in the full and Just Sum of Ninety Nine Pagodas and thirty seven fanams Current Money of Madras Making no Sterling Money of Great Britain at the Rate of Eight Shilling for every Pagoda the Sum of Thirty Nine Pounds and Nineteen Shillings as will more fully and at Large appear by Copy of a Bill thereunto Annexed for the Inspection of this Honble Court and which Your Orators Pray may be Allowed as Part of this their Bill of Complaint and Your Orators further shew unto this Honble Court that they have frequently and in a Just and Amicable Manner Requested Payment from the said Charles Darke of the said Sum of Ninety Nine Pagodas and thirty Seven fanams

But now so it is May it Please this Honble Court the said Charles Darke Obstinately and wilfully Refuses to Pay the same or to give Your Orator any manner of Satisfaction Touching the Premises Your Orators therefore pray a General Relief as Justice to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that the said Charles Darke May upon his corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were Severally again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orators

the aforesaid Sum of Ninety Nine Pagodas and thirty seven fanams with all such Interest as 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 Charles Darke to be Summoned and Required by the Sheriff of Fort Saint George Sowcar of Madras Peadavenam and the Assistants thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prepared 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

Wm. Baker
Complainants Attorney

Filed 6th day of April 1785
The Bill was Sworn to in Court the days of
Adjournment Let a Summons issue Returnable
Next Court day
Wesley Stanley
Mayor

Dr.

Charles Darke Esqr.

To Richd & Robt Henderson

1783 October 20th	To 2 Dozen Pat Knives	C81	16 - - -
21st	To 1 Cash of Pack		30 - - -
	To a Seal Chest with Seal		40 - - -
			86 - - -
Madras 1st Novr 1783 E.E.			
	To Interest on the above Sum 1st Novr 1783 to Instt 1st March 1785		13 - 37 -
		Pagodas	99 - 37 -

Signed R. Henderson
for Self & Michael Reichold

A true Copy
Chas Baker

Mayor's Court at Madraspatnam } { Tuesday the 14th Day of June Anno Domini 1785

Present

Philip Stowey Esquire Mayor
James Call and Josias Du Pre Porcher
Aldermen

Between Michael Richold and Robert Henderson of Fort Saint George Shopkeepers Complainants and Charles Darke of the same place Merchants 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 Complainants the full and Just Sum of Ninety Nine Star Pagodas and Thirty Seven fanams Star Pagodas 99.37 Together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed 25th April 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Jaggoo Chitty of Madras Black Merchant that Thomas Davis Esquire Surgeon in the Service of the Honble English East India Company Stands well and truely endebted unto Your Orator in the full and just Sum of Two hundred and Ninety One Pagodas and Eighteen 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 Sixteen Pounds Eleven Shillings and five Pence or thereabouts as will more fully and at large appear by the Copies of an Account Current and promissary Note of hand hereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be Admitted as part of this Your Orator's Bill of Complaint the Original thereof now being in Your Orator's Possession and ready to be produced to this Honble Court when he shall be thereunto Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Thomas Davis of the said Sum of Two hundred and Ninety One Pagodas and Eighteen fanams

But now so it is May it Please this Honble Court that the said Thomas Davis Obstinately and wilfully Refuses to Pay the same or to give Your Orator any manner of Satisfaction Touching the Premisses Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Thomas Davis may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all intents and purposes as if the same were here

Again

1

Mayor's Court at Madraspatnam } Tuesday the 14th Day of June Anno Domini 1785

Present

Philip Stowey Esquire Mayor
James Call and Josias Du Pre Porcher
Aldermen

Between Michael Richold and Robert Henderson of Fort Saint George Shopkeepers Complainants and Charles Darke of the same place Merchants 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 Complainants the full and Just Sum of Ninety Nine Star Pagodas and Thirty Seven fanams (Star Pagodas 99.37) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

A Cur

Filed 25th April 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Jaggoo Chitty of Madras Black Merchant that Thomas Davis Esquire Surgeon in the Service of the Honble English East India Company Stands well and truely indebted unto Your Orator in the full and just Sum of Two hundred and Ninety One Pagodas and Eighteen 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 Sixteen Pounds Eleven Shillings and five Pence or thereabouts as will more fully and at Large appear by the Copies of an Account Current and promissory Note of hand hereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be Admitted as part of this Your Orator's Bill of Complaint the Originals thereof now being in Your Orator's Possession and Ready to be produced to this Honble Court when he shall be thereunto Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Thomas Davis of the said Sum of Two hundred and Ninety One Pagodas and Eighteen fanams

But now so it is May it Please this Honble Court that the said Thomas Davis Obstinately and wilfully Refuses to Pay the same or to give Your Orator any manner of Satisfaction Touching the Premisses Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Thomas Davis may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all intents and purposes as if the same were here

Again

Again Repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and Ninety One Pagodas and Eighteen fanams together with all Such Interest as 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 Thomas Davis 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 thereto Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

Peter Walker
Attorney for the Compl.t

Fort Saint George the 25 of April 1785
This Bill was Shewn to me between the days of Adjournment let a Summons Issue Returnable Next Court day

Philip Stowey
Mayor

Dr. Thomas Davis Esqr. in Account Current With Jaggoo Chitty Cr.

1783 April	21st	To Amount of Your Promissary Note of this date	235	"	"	1785 April	21th	By Ballance Due	291 " 18 "
1785 April	21st	To Interest on the above Sum to this Day being 2 Years @ 12 ℘ Cent ℘ Annum	56	18	"				
		Pagodas	291	18	"			Pagodas	291 " 18 "

Fort Saint George 21st April 1785
Errors Excepted ℘ (Signed) [illegible]

A true Copy
Peter Walker
Atty for Compl.t

Mayor's Court at Madraspatnam

Tuesday the 14th Day of June Anno Domini 1785

Present

Philip Stowey Esquire Mayor
James Call and Josias Du Pre Porcher
Aldermen

Between Jaggoo Chitty of Madras Black Merchant Complainant and Thomas Davis Esquire Surgeon in the Service of the Honble English East India Company 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 into the Complainant the full and Just Sum of Two Hundred and Ninety One Pagodas and Eighteen fanams of Star Pagodas 291 " 18 " Together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Pr Cur

(480)

Filed 28th May 1785

To the Honble the Mayor's
Court at Madrasapatnam

Humbly Complaining Shewn unto this Honble Court Your Orator Stephen Popham One of the Attorneys of this Honble Court that Doolygaudy Communaty Lyah at present of Madras Inhabitant Stands indebted unto Your Orator in the full and just Sum of Nine Hundred five Hundred and Thirteen Star Pagodas Seventeen fanams and forty five Cash Current Money of Madras making current Sterling money of Great Britain at the Rate of Eight Shillings for every Pagoda Nine Hundred of Seven hundred and five Pounds Seven Shillings and four Pence three farthings as will more fully and at large Appear by the Copy of the Honble Court of a Record and Copy of an Account Current thereunto annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as Part of this Your Orators Bill of Complaint the Originals whereof are in Your Orators Possession and Ready to be produced to this Honble Court when Required and Your Orator further Sheweth that he hath been informed and Verily believes that the said Doolygaudy Communaty Lyah soon after the writing of the said Obligation departed from Madras to this Place to Ramnadpuram where he hath Continued till within Some months past and that he now and hath been for some short time as Your Orator is informed do now reside at Madras but hath Refused to Grant any Bill of Exchange or Bills or Exchange or otherwise to pay Your Orator the Amount of the said Obligation or to give him any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief unto this Honble Court shall Appear Good & to the End therefore that the said Doolygaudy Communaty Lyah may upon his Corporal Oath fully Stated and Perfect Answer make to all and Singular the matters and things herein before

(481)

before set forth and Alledged as fully Truely and Effectually to all Intents and Purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand five Hundred and Thirteen Star Pagodas Seventeen fanams and forty five Cash with the Accruing Interest as now is or shall hereafter become due thereon also Costs of this Suit

May it please this Honble Court the Cause thereof Doolygaudy Communaty Lyah to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madrasapatnam 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 thereunto 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

J. Popham
Attorney for the Complt

26th May 1785

This Bill was shewn to me between the Days of Adjournment the Complainant having Sworn to the Justness of his Demand and that he has Reason to believe that the Defendant will Abscond from the Jurisdiction of this Court on hearing that this Bill is filed against him let a Summons Returnable Immediately and a Warrant of Arrest issue thereon

Philip Stanley
Mayor

Translation of a Bond or Obligation Dated the 26th February 1782

I Doolupauty Gooroomoorty Iyah Dewan of Rammadaporam Latoopetty Do give this Bond to Mr Stephen Popham That is to Say

On my Urgent Occasion I have Borrowed and Received of You the Sum of (4000) Four Thousand Rupees, which Sum together with such Interest as may become due thereon at the Rate of 12 p Cent p Annum, I Promise to Remit You by a Bill of Exchange in Your favor One Month after my Arrival at Rammadporam In default of the said Payment, If Your People come to demand the Same then I Promise to allow them their Wages and Batta and Pay the Debts. Thus I Do give this Bond by my Consent Witnesses Mostoopetty Cottylengum and Pooleyor Vasoopillah by their knowledge Drawn by Surrapetty Vencatarow

(Signed & Sealed)

Witnesses Signed
Mostoopetty Cottelengum
Vasoodaven

1 R 1 Dewanyee Gooroomoorty Iyen (L.S.)

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

Soobaroyam
Interpr

A true Copy
L. Popham

Dr Doolupauty Gooroomoorty in Account Current with Stephen Popham Cr

1782 Feby 26th	To the Amount of Your Bond or Obligation of this date for Rupees 4000 which at 367 Rupees pr 100 Pagodas	1089.38.45		By Ballance	1513.57.45	
1785 May 20th	To Interest on Do from 26th Feby 1782 to this day at 12 pr Centbeing 3 Yrs 2 Mo 26	423.24.—				
	Pagodas	1513.57.45		Pagodas	1513.57.45	
	Madras 20th May 1785					
	E. E. P. L. Popham					

A true Copy
L. Popham

In the Honble the Mayor's
Court at Madraspatnam

Between Stephen Popham Complainant and
Duloopauty Gooruttoorty Iyah Defendant

The above Named Stephen Popham maketh Oath and Saith that the above named Duloopauty Gurroomorty Iyah stands justly and truly indebted unto this Deponent in the Sum of One Thousand five hundred and thirteen Star Pagodas Seventeen fanams and forty five Cash in Manner as it appears by the Translation of a Bond and Account Current Copies whereof are Annexed to this Deponents Bill of Complaint filed this Day in this Honble Court and this Deponent further Saith that he hath reason to believe that the above Named Defendant will Abscond from the Jurisdiction of this Honble Court on hearing that a Bill is filed against him

S. Popham

Sworn in Madras
this 26th day of May 1785
Before Me
Philip Stowey
Mayor

S. Popham
Attyr for the Complt

Mayor's Court at
Madraspatnam

Tuesday the 14th Day of June
Anno Domini 1785

Present
Philip Stowey Esquire Mayor
James Call and Josias Du Pre Porcher
Aldermen

Between Stephen Popham
One of the Attornies of this Honble
Court Complainant and Dooluopauty
Gooruttoorty Iyah at present of
Madras Inhabitant Defendant

The Defendant being in Court by his Attorney Mr Edward Ellis and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand Five hundred and thirteen Star Pagodas Seventeen fanams and forty five Cash (Star Pagodas 1513. 17. 45) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Ex Cur

Filed the 13th June 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vesovapate Chitty by his Attorney John Shaw of Madras Inhabitant that Jonnagadla Polliah and Poovade Monnaliah of the same place Inhabitants Stand justly and truely indebted unto Your Orator in the full and just Sum of One Thousand One hundred and fifty One Pagodas and Eighteen fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of four hundred and Sixty Pounds and twelve Shillings as will more fully and at Large Appear by Copy of a Bond or Obligation and an Account Current together with an Assignment 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 Original whereof is in Your Orators Custody and Ready to be Produced whenever this Honble Court shall Require and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicably manner Requested payment from the said Jonnagadla Polliah and Poovade Monnaliah of the said Sum of One Thousand One hundred and fifty One Pagodas and Eighteen fanams

But now so it is May it Please this Honble Court the said Jonnagadla Pooliah and Poovade Monnaliah Obstinately and Wilfully Refuses to pay the same or to give Your Orators any Manner of Satisfaction touching the Premises Your Orator therefore pray a General Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Jonnagadala Pooliah and Poovade Mannaliah May upon their Corporal Oath full true direct and Perfect Answer make to all and Singular the Matter and things herein before Set forth and Alledged

Filed the 13th June 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vesovapate Chitty by his Attorney John Shaw of Madras Inhabitant that Jonnagadla Polliah and Poovade Monnaliah of the same place Inhabitants Stand justly and truly indebted unto Your Orator in the full and just Sum of One Thousand One hundred and fifty One Pagodas and Eighteen fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of four hundred and Sixty Pounds and twelve Shillings as will more fully and at Large Appear by Copy of a Bond or Obligation and an Account Current together with an Assignment 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 Original whereof is in Your Orators Custody and Ready to be Produced whenever this Honble Court shall Require and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicably manner Requested payment from the said Jonnagadla Polliah and Poovade Monnaliah of the said Sum of One Thousand One hundred and fifty One Pagodas and Eighteen fanams

But now so it is May it Please this Honble Court the said Jonnagadla Pooliah and Poovade Monnaliah Obstinately and Wilfully Refuses to pay the same or to give Your Orators any Manner of Satisfaction touching the Premises Your Orator therefore pray a General Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Jonnagadala Pooliah and Poovade Mannaliah May upon their Corporal Oath full true direct and Perfect Answer make to all and Singular the Matter and things herein before Set forth and Alledged

as

as fully absolutely and Effectually to all Intents and Purposes as if the same
Were herein again Recited and Particularly Interrogated and that they may
be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand One
hundred and fifty One Pagodas and Eighteen Fanams with all such
Interest as now is or shall hereafter become due thereon also all Costs of
this Suit

May it Please this Honble Court to Cause the said
Jonnagadala Pollaiah and Powade Mannaliah 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

This Bill was Sworn to and subscribed between the Day of Appearance and the Complainant having Leave to the Contents of this Demand and also that it shall be Lawful to and for the Defendants and about to Depart from the Jurisdictions of this Honble Court Let a Summons Return'd Immediately and a Warrant of Arrest Issue thereon

Jno.ⁿ Baker
Complainants Attorney

Philip Stanley
Mayor

Translation of a Bond or Obligation Dated the 20th of Vyaree Months
Year Called Crodrin Answering to A. D. the 30th of May 1784

We Jonnagadala Pollaiah and Powadali Mannaliah do give
this Bond to Chinna Venkayah of Chitty Shroffs to Say

On

On our Urgent Occasions we have borrowed and Received of You the Sum of
₱1025 One Thousand and Twenty five Star Pagodas which Sum we promise
to pay You on Demand with Interest as may become due thereon at the
Rate of 12 ₱ Cent ₱ Annum Witnesses Vanicayala Raugavalo and Doorgapaul
Vanicayala by their Knowledge Drawn by Nordapah Vaudeyaree

Witnesses (Signed)
Raugavalo
Vanciale

(Signed)
Jonnagadla Pollaiah
&
Powade Mannaliah

A true Translation as near can be from the Gentoo Language
(Signed) Loobanayaum
Interpr.ᵉ

A true Copy
Chas. Baker

₱ Jonnagadla Pollaiah and Powadala Mannaliah
in Account Current With Vesovapatty Chitty

1784			1785		
May	30th To Amount of Your Bond Dated this Day	1025 " "	June 10th By Ballance Due		1151 12 "
1785 June	10th To Interest on Do to this day in 12 Months and 10 Days @ 12 ₱ Cent ₱ Annum	126 12 "			
	Pagodas	1151 12 "		Pagodas	1151 12 "

Madras 10th June 1785

Errors Excepted
(Signed)

A true Copy
Jno.ⁿ Baker

To all People to whom these Presents shall come Greeting Know ye
Immagadda Pelliah and Lowada Wannaliah of Madras Inhabitants By the
Ballance of an Account Current bearing date the Twelfth day of January the
Present Year of Our Lord One Thousand Seven Hundred and Eighty five arising
on a Bond or Obligation bearing Date the Thirteenth day of May which was
in the said Present Year of Our Lord one Thousand Seven Hundred and
Eighty four Stands Justly and truly Indebted unto Vissvapah Chitty of
the same place Inhabitant in the Sum of One Thousand One Hundred
and fifty One Pagodas and Eighteen Fanams Current Money of Madras
as in and by the said Account Current may appear Now Know Ye That
the said Vissvapah Chitty for a Valuable Consideration to him in Hand
paid by John Shaw of Madras Inhabitant at or before the Sealing and
Delivery of these Presents the Receipt whereof is hereby Acknowledged he
the said Vissvapah Chitty hath Assigned and Delivered and by
these Presents Doth Assign and Deliver unto the said John Shaw the said
Bond or Obligation and said Account Current and the Money or amount
of Principal and Interest thereupon Due and owing and which shall
become Due thereupon and all his Right and Title thereunto and every Part
thereof and the said Vissvapah Chitty for the Consideration aforesaid
hath made Constituted and Appointed and by these Presents doth make
Constitute and appoint the said John Shaw his Executors and Administra-
tors their true and Lawfull Attorney or Attorneys Irrevocable for him
and in their Name and in the Name and Names of their Executors and
Administrators but for the Sole proper use and benefit of the said John Shaw
his Executors and Administrators to ask demand require and receive of the
said Immagadda Pelliah and Lowada Wannaliah their Heirs
Executors Administrators the Money due and to become due upon the said
Bond or Obligation and said Account Current and on Non payment
thereof the said John Shaw his Executors Administrators to sue for
and

and Recover the same and on Payment thereof to Deliver up the said Bond or
Obligation and said Account Current and give sufficient Release or Discharge therefor
and in my more Attorney or Attorneys under him to Constitute and substitute
the said John Shaw his Attorney or Attorneys under him shall Lawfully do
the Premises the said Vissvapah Chitty doth hereby allow and affirm and that
said Vissvapah Chitty doth Covenant with the said John Shaw that the said
Vissvapah Chitty hath not Received nor will Receive the said Money due to
become due on the said Bond or Obligation and Account Current or any part
thereof Neither shall or will Release and Discharge the same or any part thereof but
will now and allow of all Lawfull Proceedings for the Recovery thereof the
said John Shaw saving the said Vissvapah Chitty harmless of and from any
Costs that may happen to him thereby In Witness whereof the said
Vissvapah hath hereunto set his Hand and Seal in Madras this Tenth day
of January in the Year of Our Lord One Thousand Seven Hundred and Eighty five

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

Attest Cyp Qual Baker

Filed the 13th June 1785

In the Honble the Mayor's Court at Madraspatnam

Between Vesovaputty Chitty of Madras Inhabitant by his Attorney John Shaw of the Same Place Inhabitant Complainant

and

Jonnagadala Polliah and Poovada Moosaliah also at present of the same place Inhabitant Defendant

The Affidavit of John Shaw the above Named Complainant

This Deponent Maketh Oath and Saith that the above Named Defendants Jonnagadala Polliah and Poovada Moosaliah Stands justly and truely indebted unto this Deponent in the full and just Sum of One Thousand One hundred and fifty One Star Pagodas and Eighteen fanams Current Money of Madras and also that he hath Reason to believe that the Defendant is about to Depart from the Juridiction of this Honble Court

John Shaw

Sworn to Before me at Fort Saint George 13th June 1785

Philip Stowey
Mayor

Mayor's Court at Madraspatnam

Tuesday the 14th Day of June Anno Domini 1785

Present

Philip Stowey Esquire Mayor

James Call and Josias Du Pre Porcher

Aldermen

Between Vesovapate Chitty by his Attorney John Shaw of Madras Inhabitant Complainant and Jonnagadha Polliah and Poovade Moosaliah of the same place Inhabitants Defendants

It Appearing by the Records of this Court that the Space of Six Months of the time Limetted in his Majesty Charter is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and that the Defendant has not made any Appearance in Court to Answer the Complainants Bill this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainants the full and Just Sum of Three hundred and forty Six Pagodas and Two fanams (Star Pagodas 346. 2.) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed 20th April 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Robert Henderson of Fort Saint George Shopkeeper that Charles Darke of the same place Merchant Stands justly and truely indebted unto Your Orator in the full and just Sum of One Hundred and fifty Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Sixty Pounds for that Whereas James Ollara on the twenty Ninth day of February which was in the Year of Our Lord One Thousand Seven hundred and Eighty four did draw a certain Bill of Exchange on the said Charles Darke in favor of William Roxburgh Esquire or Order for the Sum of One Hundred and fifty Star Pagodas Ten days after Sight which said Bill afterwards to wit on the Eleventh day of March following the said Charles Darke did Accept for Payment According to the Usage and Custom of Merchants

But now so it is May it Please this Honble Court that the said Charles Darke has since Refused to pay and discharge the Same although often Requested by Your Orator so to do Wherefore Your Orator as holder of the aforesaid Bill of Exchange hath been obliged to have the same protested in due Form of Law as fully appear by a Copy of the said Protest and also of the said Bill of Exchange hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part and Parcel of this Your Orator's Bill of Complaint the Originals of such Protest and Bill of Exchange being Your Orator's Possession and ready to be Produced When Required

May

May it Please this Honble Court to Cause the said Charles Darke to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the 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 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 Baker
Attorney for the Compt

This 20th April 1785
This Bill was shewn to me in the day of
Adjournment Let a Summons issue Returnable
Next Court day

Philip Stowey
Mayor

Sir
Ten Days after Sight please to pay to William Roxburgh Esquire or his Order the Sum of One Hundred and Fifty Star Pagodas which Charge to my Account without further Advice from

Sir
Your Obedient Servant
Jas O'Hara

Samulcotah
29th February 1784
To Charles Darke Esqr

Accepted
11th March 1784
Charles Darke

Please pay the Contents to Mr James Amos
W Roxburgh
James Amos

A true Copy
Chas Baker

On the tenth day of March in the Year of Our Lord One Thousand Seven hundred and Eighty five I Charles Baker Notary Publick dwelling Practising at Fort Saint George in the East Indies by lawfull Authority duly Admitted and Sworn did at the Request of Robert Henderson Holder of the Original Bill of Exchange a true Copy whereof is above written Tender the said Bill of Exchange to Mr Charles Darke Merchant of Fort Saint George upon whom the same is drawn for Payment thereof the time limitted for Payment being elapsed Since the same was presented for Acceptance and no other Bill of the same tenor and date with the said first Bill being Yet Accepted or Paid when I received for Answer from the Said Mr Charles Darke that it should be paid when he had Money which not being Satisfactory I the said Notary at the Request aforesaid Have Protested and by these Presents Do Protest against the Drawer and Receptor of the said Bill and all others concerned for Exchenger Be Exchange and all Costs damages Interest and Charges already incurred and to be hereafter incurred for want of Payment of the Contents of the said Bill Thus Done and Protested at Fort Saint George aforesaid in the Presence of Robert Clerk and Bala Chitty

Robert Clerk
Bala Chitty

(L.S.)

Chas Baker
Notry Public

A true Copy

Chas Baker

Mayor's Court at Madraspatnam } { Tuesday the 21st Day of June Anno Domini 1785

Present

Philip Stowey Esquire Mayor
Edward Garrow and William Webb
Aldermen

Between Robert Henderson of Fort Saint George Complainant and Charles Darke 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 One hundred and fifty Star Pagodas Star Pagodas 150 " of together with such Interest as now is or shall hereafter become due thereon untill full Payment is Made also all Costs of this Suit

Pr Curr

Fridy 17th February 1785

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Shewn unto this Honble Court Your Orator Canacapully Venkatarainaigar Merch^t of Madras Dubash that Gaudalah Dawsery Chitty of the same place Merchant Stands justly and truely Indebted unto Your Orator in the full and just Sums of Seventy Eight Pagodas Thirty Eight Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Thirty One Pounds Ten Shillings and Eleven Pence or thereabouts as and upon a Certain Bond or written Engagement by which Means the said Gaudalah Dawsery Chitty empowered Your Orator on default of Payment to Sue in this Honble Court and Recover the same as will more fully and at large Appear by Copies of the said Bond or written engagement as well as of an Account Current thereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be Admitted as part of this Your Orators Bill of Complaint the Original thereof now being in Your Orators Possession and Ready to be produced when there shall be thereunto required Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said Gaudalah Dawsery Chitty of the said Sum of Seventy Eight Pagodas Thirty Eight Fanams and Forty Cash

But now so it is May^t Please this Honble Court that the said Gaudalah Dawsery Chitty Obstinately and wilfully refuses to pay the Same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a General

Relief unto this Honble Court to which Purpose and According to Equity and good Conscience to the End Therefore that the said Gaudalah Dawsery Chitty may upon his Corporal Oath (full True and Direct and Perfect Answer make to all and Singular the Matters and Things herein before set forth and Alledged as fully Truely and Effectually to all Intents and Purposes as if the same were Here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Seventy Eight Pagodas Thirty Eight Fanams and Forty Cash together with all Costs of Suit

May it please this Honble Court to cause the said Gaudalah Dawsery Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place by this Honble Court prefixed and Appointed to Answer the Premises and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Fort Saint George 13th February 1785

Peter Walker
Attorney for the Complt

This Bill was Sworn to in Court between the Days of Adjournment and the Complainant having Sworn to the Justness of his Demand also that he has No Reason to believe that the Defendant will Depart from the Jurisdiction of this Honble Court Let a Summons Returnable Peremptorily and a Warrant of Arrest Issue thereon

Philip Stanley
Mayor

Translation of a Bundor Obligation Dated the 24th Poottauy in the Year Called Crodyumaumiasunvacur or Answering to Anno Domini the 6th October 1784

Gaudalah Dawsery Chitty do give this Bundh to Canacapulley Venkataramanjooloo Nash Thatis to Say

On My Urgent Occasion I have borrowed and Received of You the Sum of ₹ 75. 22½ Seventy five Star Pagodas and twenty two and a half Fanams Current Money of Madras which Sum I Promise to pay You in or before the 10th of this Month with Such Interest as may become due thereon at the Rate of 12 ℔ Cent ℔ Annum Indefault of the said Payment then You are impowered to Sue in the Court and Receive the said Sum Witnesses Bundh Ristnasawmy Nash and Nortalapauty Lutchmanaiah By their Knowledge Drawn by Pacanaty Rungasaye

/Signed/ Gaudalah Dawsery

/Signed/ Bundah Ristnasawmy
Nortalapauty Lutchmanaiah

A true Copy
Peter Walker
Atty for the Compt

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

/Signed/ Soobarayamy
Interpr

Dr. Gaudalah Dawsery Chitty in Account Current with Canacapully Venkataramanjoolo Cr.

1784 October	24	To Amount of your Bond of this Date	75	22½	4785	12	By Ballance due	78	38	40
1785 February	12	To Interest due Do to this Day being four Months @ 8 ℔ Cent ℔ Annum	3	16						
			78	38	40			78	38	40

Star Pagodas

Fort Saint George 12th February 1785
Errors Excepted

/Signed/

A true Copy
Peter Walker
Atty

Filed 19th Feby 1785

(503)

In the Honble the Mayor's Court at Madraspatnam

Between Canacapully Venkataramanjoolo Nash of Madras Dubash Complainant
and Gaudalah Dawsery Chitty of the same Place Merchant Defendant

The Affidavit of Canacapully Venkataramanjoolo Nash the above Named Complainant

This Deponent Maketh Oath and Saith that the above Named Defendant Gaudalah Dawsery Chitty Stands justly and truely indebted unto this Deponent in the full and just Sum of Seventy Eight Star Pagodas Thirty Eight Fanams and forty Cash Current Money of Madras and this Deponent is Apprehensive that the Defendant may Depart the Jurisdictions of this Honble Court to prevent hearing of a Bill of Complaint being filed against him

/Signed/ Venkataramanjoolo

Pha Walker Atty

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

Soobarayam
Interpr

Mayor's Court at Madrasapatanam

Tuesday the 21st Day of June Anno Domini 1785

Present

Philip Stoney Esquire Mayor

Edward Lawson and William Webb

Aldermen

Between Emanuel Lucalaxamanajeelu Naick of Madras Dubash Complainant and Dawsey Welly 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 Seventy Eight Star Pagodas Thirty eight Fanams and forty Cash of Star Pag.s 78-38-40 Together with Such Interest as now is or shall hereafter become due thereon until full Payment is made as also all Costs of this Suit

By Court

Filed the 4th May 1785

To the Honble the Mayor's Court at Madrasapatanam

Humbly Complaining Sheweth unto this Honble Court Your Orator Emanuel Lucalaxamanajeelu of Madras Inhabitant that James Campbell an Ensign in the Hundred and 52nd Regiment of Foot in the Service of his Britannick Majesty but at Present under this Presidency of Fort Saint George Stands well and truely Indebted unto Your Orator in the full and just Sum of Forty Six Pagodas Nineteen Fanams and Fifty Eight Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Eighteen Pounds Eleven Shillings and Nine Pence or thereabouts as will more fully and at Large Appear by Copies of a Note of Hand and Account hereunto Annexed which are Parts of this his Bill of Complaint The Original Writing in Your Orators Possession and Ready to be Produced when Required and Your Orator further Sheweth unto this Honble Court That he has frequently and from time to time in a Mild Manner Requested Payment from the said James Campbell of the said Sum of Forty Six Pagodas Nineteen Fanams and Fifty Eight Cash Current Money of Madras

But now so it is May it please this Honble Court that the said James Campbell 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 Decreal Order of this Honble Court shall Appear Agreeable to Equity and Good Conscience to the End therefore that the said James Campbell may upon this Corporal Oath full True Direct and Perfect Answer make to all and Singular the

Masters

Matters and things herein before set forth and Alledged as fully truly Perfectly and Effectually to all Intents and Purposes as if the same were hereagain Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the said Sum of Forty Six Pagodas Nineteen fanams and fifty Eight Cash Current Money of Madras with all Interest that now is or shall hereafter become due thereupon also all Costs of this Suit

May it Please this Honble Court to cause the said James Campbell 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 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

Edward Ellis
Attorney for the Compl^t

the 4th of April 1785

This Bill was Shewn to me between the Days of Adjournment Set a Summons Returnable Next Court Day Issue

Philip Stowey
Mayor

On Demand I promise to pay unto Mr Thomas Smith or his Order the full Sum of Thirty Nine Pagodas Twenty four fanams (39. 24) for Value Received

Fort Saint George
May the 28th 1783

(Signed) James Campbell
Ensign 101st Reg^t

A true Copy
Edward Ellis
Attorney for the Compl^t

Mr James Campbell ..... Dr

To Thomas Smith

1783 May	28th	To Amount of Your Note of hand of this Date Payable in Demand	39. 24. "
1784 November	10th	To Interest on Do to this Day at 12 per Cent per Annum	6. 37. 58.
		Pagodas	46. 19. 58.

Fort Saint George 10th Novr 1784
Errors Excepted
Signed Thos Smith

A true Copy
Edward Ellis
Att^y for the Compl^t

Mayor's Court at Madraspatnam } { Tuesday the 21st Day of June Anno Domini 1785

Present

Philip Stowey Esquire Mayor

Edward Garrow and William Webb

Aldermen

Between Thomas Smith of Madras Inhabitant Complainant and James Campbell an Ensign in the hundred and first Regiment of Foot Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill which 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 Forty Six Star Pagodas, Nineteen fanams and fifty Eight Cash (Star Pagodas 46. 19. 58.) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Pr Cur

Filed the 12th February 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Tonneercolam Velloyada Moodelly by his Attorney William Clarke of Madras Inhabitant that Putchecal Vurdapah Chitty of the same place Inhabitant Stands Justly and Truely Indebted unto Your Orator in the full and just Sum of Twenty Seven Pagodas Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Ten Pounds and Sixteen Shillings or thereabouts as will more fully and at Large appear by an Account, Copy Translate of a Bond and an Assignment 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 Sum of Twenty Seven Pagodas from the said Putchecal Vurdapah Chitty

But now so it is and May it Please this Honble Court the said Putchecal Vurdapah Chitty Obstinately and wilfully refuses to pay the Same or to give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore prays a general Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Putchecal Vurdapah Chitty May upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the matters and things herein before Set forth and Alledged as fully truely and Effectually to all Intents and purposes as if the Same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Twenty Seven Pagodas together with all Such Interest as now is or shall

shall thereafter become due thereon to the said Costs of this Suit.

Wayet Reuse this Honble Court the Cause thereof Putchecal Verdayah Chitty to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble 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.

Fort Saint George 12th February 1783

Five Days were Given between the days of Appearance for the Summons & one Returnable Next Court Day.

Thulya Storey
Mayor

Wm. Bromley
Attorney for the Complt.

Dr. Putchecal Verdayah Chitty in Account Current with Tonnerecalam Velloyadda Moodelly. Cr.

1782 August	13th	To the Amount of your Bond of this Date	22	-	-	1785 January	25	By Ballance this Day
1785 January	25th	To Interest on the above sum from the 13th Augt 1782 to this day is 2 Years 5 Months & 12 Days @ 12 ℔ Cent ℔ Annum	4	-	-			
		Pagodas	27	-	-			Pagodas

27 - - -

27 - - -

Madras 25th January 1785

Errors Excepted
For Ramasamy

Translation of a Bond or Obligation Dated the 13th August 1782

Putchecal Verdayah Chitty of Madras do give this Bond to Tonnerecalam Velloyadda Moodelly of the same Place Boat in the Bay

On my Urgent Occasions I have Borrowed and Received of You the Sum of (22) Twenty three Star Pagodas Current Money of Madras which Sum I promise to Pay You on Demand with Such Interest as may become due thereon at the Rate of 12 ℔ Cent ℔ Annum. Thus I do give this Bond by my Consent. Witnesses Sawarama Moodelliar, and Valla Chitty Ramapa Chitty, by their Knowledge Drawn by Yadaiyen and Ramasawmy

(Signed) Verdayah

Witnesses
(Signed)
Sawaramman
Ramapan

A True Translation as near as can be from the Malabar Language by Soobarayan Interpreter Court Exchequer

Wm. Bromley
Attorney for the Complt.

To all People to whom these Presents shall come Greeting Whereas Putchecal Verdayah Chitty of Madras Inhabitant on the Ballance of said Account Current Bearing Date the Twenty fifth Day of January in the present Year of Our Lord One Thousand Seven Hundred and Eighty five Arising on a Bond bearing Date the Thirteenth day of August One Thousand Seven hundred and Eighty three Stands Indebted unto Tonnerecalam Velloyadda Moodelly in the Sum of Twenty Seven Pagodas Current Money of Madras Now Know ye that I Tonnerecalam Velloyadda Moodelly for a Valuable Consideration

L

to him or to his Order paid by William Clarke of the same Place Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Pellegrada Modelly doth hereby acknowledge He the said Pellegrada Modelly hath Assigned and Set Over and by these Presents Doth Assign and Set over unto the said William Clarke the said Account Current and Bond and the Money or Amount Principal and Interest thereupon due and owing and which shall or may become due thereupon and all his Right and Interest upon and to the Law and every part thereof and the said Pellegrada Modelly for the Considerations aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said William Clarke his Executors and Administrators his True and Lawful Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the Sole and proper Use and benefit of the said William Clarke his Executors Administrators and Assigns to ask Require Demand and Receive of the said Public Treasurer of Barbadoes Chilly his Heirs Executors and Administrators the Money due and to become due on the said Account Current and Bond and upon Payment thereof to the said William Clarke his Heirs Executors and Administrators to Sign Seal and Execute the Same and on Payment thereof to deliver up the said Account Current and Bond and give Sufficient Release and Discharge thereof and One or more Attorney or Attornies under him to Constitute and substitute the said William Clarke or his Attorney or Attornies under him shall Lawfully do or cause to be done in the premises And the said Pellegrada Modelly doth hereby allow and affirm and the said Pellegrada Modelly doth Covenant with the said William Clarke that he the said Pellegrada Modelly hath not Acquired nor will Receive the said Money Rents 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 all Lawful Proceedings for the Recovery thereof by the said William Clarke Saving the said Pellegrada Modelly harmless of and from any Costs that may happen to be thereby Incurred In Witness whereof the said Pellegrada Modelly Hath hereunto Set his Hand and Seal this Twenty Madan this first Day of February One Thousand Seven Hundred and Eighty five

Signed Sealed and Delivered
(Stamps Expressed to be had)
in the presence of
E. Burton

Mayors Court at
Bridgetown

Tuesday the 22nd Day of June
Anno Domini 1785

Present

Philip Stowey Esquire Mayor
John Menzies and George Savage
Aldermen

Between Lemuel Lane
Pellegrada Modelly by his Attorney
William Clarke of Madan Inhabitant
Complainant and Public Treasurer
of the Island of Barbadoes
Plaintiff

The

The Defendant being in Court and Acknowledged the Justness of the Complainants Demand this Court do think fit to Order and Decree and doth Accordingly Order and that the Defendant shall pay unto the Complainant the full Just Sum of Twenty Seven Star Pagodas (Star Pag.s 27 " ") with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Q. Cur

Filed 2d May 1785

To the Hon.ble the Mayor

Court at Madraspatam

Humbly Complaining Sheweth unto the Hon.ble Court Your Orator Charles Nicholas White of Fort Saint George Esquire that John Mitchell in the Military Service of the Hon.ble Court India Company Stands Justly and truely indebted unto Your Orator in the full and Just Sum of One Hundred and Six Pagodas thirty One fanams and forty three Cash Current Money of Madras Mad in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty two Pounds and fourteen Shillings Will Marefully and at Large Appear by Copy of an Account Current Annexed for the Inspection of this Hon.ble Court and which Your Orator Prays may be Admitted as part of this his Bill of Complaint and Your Orator further sheweth unto this Hon.ble Court that he hath frequently and in an Amicable Manner Requested Payment from the said

John Mitchell of the said Sum of One Hundred and Six Pagodas thirty One fanams and Forty three Cash

But now so it is May it Please this Hon.ble Court the said John Mitchell Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Hon.ble Court shall appear Agreeable to equity and good Conscience To the End therefore that the said John Mitchell may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all intent and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Six Pagodas thirty One fanams and forty three Cash will all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said John Mitchell to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatuam and the Districts thereof Personally to be and appear before this Hon.ble Court at a Certain time and place to be by these Hon.ble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Hon.ble Court Shall Seem Meet

Chas. Baker
Complainants Attorney

This 2d May 1785

This Bill was Shewn to me in the days Adjournment Let a Summons issue and Returnable Next Court day

Philip Stowey
Mayor

Dr. Captain John Mitchell in Acct. with Mr. Charles N. White Cr.

1784 December 14th	To Captain Mitchell B. 10 of this date	73.	21.	"
	To Capt. Do. of Do. Do.	18.	9.	"
	To Capt. Do. of Do. Do.	11.	"	"
		102.	30.	"
	To Interest on Do. for Pag. 73. 21 from 14th Dec. 84 to 19th April 85 in 4 Ms. 5 C 12 ℘ Cent ℘ Annum	31.55.		
	To Do. on Do. for Pag. 18. 9 from 14th Dec. 84 to 19th April 85 in 4 Ms. 5 C 12 ℘ Cent ℘ Annum	28.28.		
	To Do. on Do. for Pag. 11 from 14th Dec. 84 to 19th April 85 in 4 Ms. 5 C 12 ℘ Cent ℘ Annum	16.40.		
		4.	1.	43.
	Pagodas	106.	31.	43.

Fort Saint George 19th April 1785

E. E. Lyons Chas. Baker

By Ballance due to me of this date ... 106. 31. 43.

Pagodas ... 106. 31. 43.

Chas. Baker

Mayor's Court at Madraspatnam

Tuesday the 28th Day of June Anno Domini 1785

Present

Philip Stowey Esquire Mayor

John Menzies and George Savage Aldermen

Between Charles Nicholas White of Fort Saint George Esquire Complainant and John Mitchell in the Military Service 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 One hundred and Six Star Pagodas thirty One fanams and forty three Cash (Star Pagodas 106. 31. 43) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Ap Cur

Filed 16th April 1782

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court, Your Orator Venaiga Moodelly by his Attorney Zachariah Polack of Madraspatnam aforesaid Inhabitant, that Tannapaukum Vencatachilla Pillah of the same place Inhabitant stands well and truly indebted unto Your Orator in the full and just Sum of Seventy four Pagodas and thirty fanams Current Money of Madras, Making in Sterling Money of Great Britain, at the Rate of Eight Shillings for every Pagoda, the Sum of Twenty Nine Pounds and Eighteen Shillings or thereabouts as will more fully and at Large Appear by a Copy of an Account Current, hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be Admitted as part of this Your Orator's possession, and ready to be produced whenever Your Orator shall, by this Honble Court, be thereunto Required. Your Orator further Sheweth unto this Honble Court that on the Eighteenth day of the Month of March, which was in the Year of Our Lord One thousand Seven hundred and Seventy Nine, Your Orator lent and delivered unto the said Tannapaukum Vencatachilla Pillah the Sum of Fifty five Pagodas, and as Severity for the due Repayment thereof, he the said Tannapaukum Vencatachilla pillah gave and granted unto Your Orator a Certain Bond or Obligation, bearing date the said Eighteenth day of the said Month of March, which was in the said Year of Our Lord One thousand Seven hundred and Seventy Nine, Conditioned for the Payment of the said Sum of Fifty five Pagodas, with Interest after the Rate of Twelve Pagodas by the hundred by the Year, on or before the Tenth

day

day of the Month of May in the said Year of Our Lord One thousand Seven hundred and Seventy Nine as will more fully and at Large Appear by a Copy of a Translation of the said Bond or Obligation hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint, the Original of which is in Your Orator's possession, and ready to be produced, whenever Your Orator shall, by this Honble Court be thereunto Required. Your Orator further Sheweth unto this Honble Court, that there now remains due unto Your Orator for Principal and Interest upon the said Bond or Obligation, the Sum of Seventy four Pagodas and thirty fanams, and the said Tannapaukum Vencatachillah pillah hath not, nor hath any One for him, paid or Caused to be paid, unto Your Orator or unto any One for Your Orator's Use, either the whole or any part of the said Sum of Seventy four Pagodas and thirty fanams, though the time Limited for the payment thereof is long since past. Your Orator further Sheweth unto this Honble Court that on the Eighth day of the Month of March in the present Year of Our Lord One thousand Seven hundred and Eighty Two Your Orator executed unto the said Zachariah Polack an Assignment of the said Sum of Seventy four Pagodas and thirty fanams due and owing unto Your Orator on Account of the said Bond and Account Current, and all Your Orator's Right and Interest of, in and to the same and every part thereof, And Your Orator hath made, Constituted and Appointed the said Zachariah Polack to be Your Orator's true and Lawfull Attorney Irrevocable, for Your Orator and in Your Orator's Name, and in the Name and Names of Your Orator's Heirs, Executors Administrators and Assigns but for the Sole and proper Use and Benefit of the said Zachariah Polack, his Heirs Executors, Administrators and Assigns, to ask require, Demand, and Receive of the said Tannapaukum Vencatachillah pillah, his heirs, Executors, Administrators and Assigns, the said Sum of Seventy four Pagodas and thirty fanams, and on Nonpayment

thereof

thereof from the said Tunnapaukum Venkatachillapillah his Heirs Executors Administrators and Assigns to Sue for and Recover the Same, and on payment thereof to give sufficient Release and Discharge therefor Your Orator Allowing, Ratifying, and Confirming, what soever the said Zachariah Polack Shall Lawfully do in the Premises, as well Personally and at Large appear by a Copy of the said Assignment hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be Admitted as part of this Your Orator Prays may be Admitted as part of this Your Orators Bill of Complaint, the Original of which is in Your Orators possession, and Ready to be produced whenever Your Orator Shall by this Honble Court be thereunto Required. Your Orator further Shews unto this Honble Court that he hath frequently and in a friendly manner Requested payment of the said Sum of Seventy four Pagodas and thirty fanams from the said Tunnapaukum Venkatachillapillah

But notwithstanding May it Please this Honble Court the said Tunnapaukum Venkatachillapillah doth Obstinately and wilfully Refuse to pay the same or to give Your Orator any Manner of Satisfaction Touching the premises Your Orator therefore prays a Genral Relief and that the Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Tunnapaukum Venkatachillapillah may upon his Corporal Oath, full true, Direct and perfect Answer make to all and singular the Matters and things herein before set forth and Alledged, as fully truly Perfectly and Effectually, to all Intents and purposes, as if the same were herein again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the said Sum

Sum of Seventy four Pagodas and thirty fanams With all Interest that is now is or shall hereafter become due thereupon and also all Costs of this Suit

May it Please this Honble Court the Cause thereof Tunnapaukum Venkatachillapillah to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and place to be for this Honble Court prefixed and Appointed to Answer and further 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

Thomas Jones
Attorney for the Compt

The Honble Company Tunnapaukum Venkatachillapillah Defendt
Current with Venaiga Moodelly

1779 March	18th	To the Amount of your Bond of this day	55.	"	"	1782 March 8th	By Ballance due to this Day	74.	30.	"
		To Interest on Do to this 8th March 1782 is 35 and 21 at 12 p Cent p Annum	19.	30.	"					
		Pagodas	74.	30.	"		Pagodas	74.	30.	"

p Signed Venaigum
p Signed Z. Polack

A true Copy
Thomas Jones
Attorney for the Compt

Translation of a Bond or Obligation Dated the 18th of March 1779

I Tanapakum Vencatachelum of Madras do give this Bond to Venauyaga Moodaly Son of Vencatasa Moodaly of Ladrass That is to say

On my Urgent Occasion I have Borrowed and received of You the Sum of (55) Fifty five Star Pagodas Current Money of Madras which Sum I promise to pay You on or before the 10th of May 1779 with such Interest as may be Come due thereon at the Rate of 12 ℘ Cent ℘ Annum, thus I do give this Bond by my Consent Witnesses Candade Moottiah and Cottambine Moodoo Moodaly, by their Knowledge Drawn by Annasawmy

Witnesses Signed

Candade Moottiah

Cottambele Moodoo

(Signed)

Tanapakum Vencatachelum

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

Soobaroyam

Interpr.

A true Copy

Thomas Jones

Atty for the Compl.

To all People to whom these Presents shall Come Greeting

Whereas Tannapaukum Vencatachilla Pillah of Madraspatnam Inhabitant on and by the Ballance of an Account Current bearing date the Eight day of March in the present Year of Our Lord One Thousand Seven hundred and Eighty Two, Arising on a Bond bearing date the Eighteenth day of the Month of March which was in the Year of Our Lord One Thousand Seven hundred and Seventy Nine, stands Indebted unto Venaiga Moodally of Madraspatnam aforesaid in the Sum of Seventy four Pagodas and thirty fanams as by the said Bond and Account Current May appear; And whereas there Now remains due to the said Venaiga Moodaly on the said Bond and Account Current, the sum of Seventy four Pagodas and thirty fanams Making in Starling Money of Great Britain, at the Rate of Eight Shellings for every Pagodas, the Sum of Twenty Nine Pounds and Eighteen Shellings or thereabouts; Now know Ye, that the said Venaiga Moodaly for a Valuable Consideration to him in hand paid by Zachariah Polack of Madraspatnam aforesaid Inhabitant, at or before the Sealing and delivery of these Presents, the Receipt whereof the said Venaiga Moodaly, doth hereby Acknowledge, he the said Venaiga Moodaly, hath Assigned and Setover and by these present Doth Assign and setover, unto the said Zachariah Polack the said Bond and Account Current, and the Money thereupon due and Owing, and which may be come due and owing thereon, and all his Right and Interest, of, in, and to the same and every Part thereof And the said Venaiga Moodaly for the Consideration aforesaid, hath Made Constituted, and Appointed, and by these presents doth Make, Constitue, and Appoint, the said Zachariah Polack, his heirs, Executors, Administrators, and Assigns, his true and lawfull Attorney or Attornies irrevocable, for him and in his Name, and in the Name and Name of his heirs Executors, Administrator, and Assigns, but

Translation of a Bond or Obligation Dated the 18th of March 1779

I Tanapakum Vencatachelum of Madras do give this Bond to Venaiyaga Moodaly Son of Vencatasa Moodaly of Ladrass That is to say

On my Urgent Occasion I have Borrowed and received of You the Sum of (55) Fifty five Star Pagodas Current Money of Madras which Sum I promise to pay You on or before the 10th of May 1779 with such Interest as may be Come due thereon at the Rate of 12 ℘ Cent ℘ Annum, thus I do give this Bond by my Consent Witnesses Candade Moottiah and Cottambine Moodoo Moodaly, by their Knowledge Drawn by Annasawmy

Witnesses Signed
Candade Moottiah
Cottambele Moodoo

(Signed)
Tanapakum Vencatachelum

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

Soobaroyam
Interpr.

A true Copy
Thomas Jones
Atty for the Compt.

To all People to whom these Presents shall Come Greeting

Whereas Tannapaukum Vencatachilla Pillah of Madraspatnam Inhabitant on and by the Ballance of an Account Current bearing date the Eight day of March in the present Year of Our Lord One Thousand Seven hundred and Eighty Two, Arising on a Bond bearing date the Eighteenth day of the Month of March which was in the Year of Our Lord One Thousand Seven hundred and Seventy Nine, stands Indebted unto Venaiga Moodally of Madraspatnam aforesaid in the Sum of Seventy four Pagodas and thirty fanams as by the said Bond and Account Current May appear; And whereas there Now remains due to the said Venaiga Moodaly on the said Bond and Account Current, the sum of Seventy four Pagodas and thirty fanams Making in Starling Money of Great Britain, at the Rate of Eight Shellings for every Pagodas, the Sum of Twenty Nine Pounds and Eighteen Shellings or thereabouts, Now know Ye that the said Venaiga Moodaly for a Valuable Consideration to him in hand paid by Zachariah Polack of Madraspatnam aforesaid Inhabitant, at or before the Sealing and Delivery of these Presents, the Receipt whereof the said Venaiga Moodaly, doth hereby Acknowledge, he the said Venaiga Moodaly, hath Assigned and Setover and by these present Doth Assign and setover, unto the said Zachariah Polack the said Bond and Account Current, and the Money thereupon due and Owing, and which may be come due and owing thereon, and all his Right and Interest, of in, and to the same and every Part thereof And the said Venaiga Moodaly for the Consideration aforesaid, hath Made Constituted, and Appointed, and by these presents doth Make, Constitue, and Appoint, the said Zachariah Polack, his heirs, Executors, Administrators, and Assigns, his true and lawfull Attorney or Attornies irrevocable, for him and in his Name, and in the Name and Name of his heirs Executors, Administrator, and Assigns,

but

Translation of a Bond or Obligation Dated the 18th of March 1779

I Sanagapatnum Venkatachellum of Madras do give this Bond to Venaigaga Moodaly Son of Venkatasa Moodaly of Sadras That is to say

On my Urgent Occasions Have Borrowed and Received of Him the Sum of (55) Fifty five Star Pagodas Current Money of Madras which Sum I promise to pay Him on or before the 10th of May 1779 with Such Interest as may be Considered Reasonable at the Rate of 12 P Cent P Annum Have I do give this Bond by my Consent Witness Caudade Moothiah and Cottambeel Moodo Moodaly by their Knowledge Drawn by Annasawmy

Witnesses Signed
Caudade Moothiah
Cottambele Moodo

Signed
Sanagapatnum Venkatachellum

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

Soobarayam
Interpr.

A true Copy
Thomas Jones
Atty for the Compy

To all People To whom these Presents shall Come Greeting

Whereas Sanagapatnum Venkatachella Pillah of Madrasapatnam Inhabitant owned by the Balance of an Account Current bearing date the Eighth day of March in the present Year of Our Lord One Thousand Seven Hundred and Eighty Two, Arising on a Bond bearing date the Eighteenth day of the Month of March which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Nine, stands Indebted unto Venaiga Moodally of Madrasapatnam aforesaid in the Sum of Seventy four Pagodas and Thirty fanams as by the said Bond and Account Current May appear; And whereas there Now Remains due to the said Venaiga Moodaly on the said Bond and Account Current the sum of Seventy four Pagodas and Thirty fanams Making in Sterling Money of Great Britain, at the Rate of Eight Shillings per every Pagodas, the Sum of Twenty Nine Pounds and Eighteen Shillings or thereabouts, Now know Ye, that the said Venaiga Moodaly for a Valuable Consideration to him duly paid by Zachariah Polack of Madrasapatnam aforesaid Inhabitant, before the Sealing and Delivery of these Presents, the Receipt whereof the said Venaiga Moodaly, Doth hereby Acknowledge, he the said Venaiga Moodaly, hath Assigned and Set over and by these presents Doth Assign and Set over, unto the said Zachariah Polack the said Bond and Account Current, and the Money thereon and due and Owing, and which may become due and owing thereon, and all his Right and Interest, Claim and Demand thereof and therein and every part thereof And the said Venaiga Moodaly for the Consideration aforesaid, hath Made Constituted and Appointed, and by these presents Doth Make, Constitute and Appoint, the said Zachariah Polack, his Heirs, Executors, Administrators, and Assigns, his true and lawfull Attorney or Attornies irrevocable, for him and in his Name and in the Name and Name of his Heirs Executors, Administrators and Assigns,

Post

but for the Sole and proper use and Benefit of the said Zachariah Polack his heirs, Executors, Administrators and Assigns, to ask require, demand and Receive of the said Tannapauchum Venacatachellapa Pillay Pole his heirs, Executors, Administrators and Assigns, the sum of Two and Forty Pagodas due on the said Bond and Account Current, and on Non payment thereof him the said Tannapauchum Venacatachellapa Pillay Pole his heirs, Executors, Administrators, and Assigns, to sue for and Recover the same and on payment thereof, to deliver up and Cancel the said Bond and Account Current, and give Sufficient Release and Discharge thereof, and one or more Attorney or Attornies under him to make Constitute, and Appoint, and in what stead soever the said Zachariah Polack or his Attorney or Attornies shall Lawfully do or cause to be done, the said Venaiga Moodaly do hereby Allow and affirm and the said Venaiga Moodaly do hereby Covenant with the said Zachariah Polack, that he the said Venaiga Moodaly, shall and will ever will Allow the said Bond and Account Current or any part thereof, But will Ratify and Confirm or Discharge the same or any part thereof, but will Defend and Allow of all Lawfull Proceedings for the Recovery thereof by the said Zachariah Polack saving the said Venaiga Moodaly harmless of and from any Costs that may happen to him thereby In Witness whereof the said Venaiga Moodaly hath hereunto set and affixed his hand and Seal at Madraspatnam aforesaid this Eighth day of March in the Year of Our Lord One Thousand Seven hundred and Eighty Two

Signed Sealed and Delivered
(Signed) Venaiguen (L.S.)
When No Stamp Paper is to be had
in the Presence of

Hilario De Souza
Myla Venaiatachellum

Attorney
Thomas Jones
Attorney for the Complt.

Mayor's Court at Madraspatnam } Tuesday the 28th Day of June Anno Domini 1785

Present

Philip Stoney Esquire Mayor
John Menzies and George Savage
Aldermen

Between Venaiga Moodelly by his Attorney Zachariah Polack of Madraspatnam aforesaid Inhabitant Complainant and Tannapauchum Venkatachella Pillah of Muvanapolace Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rule has issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Twenty four Pagodas and Thirty fanams Pagodas 24.30 together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Dft (11/)

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Filed 4th May 1785

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Shew unto this
Honble Court Your Orator Tandava Chitty of Madras Merchant that
Annachella Chitty and Ayetteyapah Chitty of the same place Inhabitant
Stands Justly and Truely indebted unto Your Orator in the full and Just
Sum of Two Hundred and Twenty four Pagodas Current Money of
Madras Making and Sterling Money of Great Britain of the
Rate of Eight Shillings for every Pagoda the Sums of One Hundred
and Nine Pounds and Twelve Shillings as well Manifestly and at
Large appear by Copy of a Mortgage Bond or Obligation and an
Account Current hereunto annexed for the Inspection of this Honble
Court and which Your Orator Prays may be Admitted as Part of this
his Bill of Complaint and Your Orator further Sheweth unto
this Honble Court That he hath frequently and Instantly Demanded
Repayment from the said Ayetteyapah Chitty and Annachella
Chitty of the aid Sums of Two Hundred and Twenty four Pagodas

But notwithstanding May it Please this Honble Court
the said Annachella Chitty and Ayetteyapah Obstinately and wilfully
Refuse to pay the same or to grant Your Orator any Satisfaction for
touching the Premises Your Orator therefore prays a General Relief
Just as to this Honble Court shall appear Agreeable to Equity and
Good Conscience To the End therefore that the said Ayetteyapah
Chitty and Annachella Chitty may upon their respective Oaths full
true Direct and perfect Answer make to all and Singular their
Matters and things herein before Set forth and Alledged as fully truely
and Effectually to all Intents and Purposes as if the same were Repeated
Repeated and Particularly Interrogated and that they may be Decreed

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To pay unto Your Orator the aforesaid Sums of Two Hundred and Twenty
four Pagodas with all Costs 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 Ayet
teyapah and Annachella Chitty to be Summoned and Required by the
Sheriff of Fort Saint George Towns 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

Tandava Pakee
Complainant Attorney

Dies 12th May 1785
This Bill was shewn to me in the Mayors
Court at Commencement Let a Summons Issue
returnable Next Court Day

Philip Stevens
Mayor

Translation of a Mortgage Bond Dated the 6th Tauverlega Month in the Year called Thoomdey or Answering to Anno Domini the 16th of November 1784

We Annachellum Son of Venkatham Tanaya Chitty and Ayetteyapa Chitty Son of Arney Mootayen Chitty of Oil Mongers Cast at Madras do Jointly give this Mortgage Bond to Tandava Chitty Son of Ammum Pellem Tanaya Chitty of the same place and Cast That is to Say

Our Our urgent Occasion We have Mortgaged to You a House Situate at Paraiyagarum Gardens together with the Chunam Tiled Head Dwelling of Mootuvenayen Brother Yagayen and this Mortgage Bond Given by Mootuvenayen to Tanaya Chitty

also

The Honble Mahajee Sadasew Pundit Ramchunder Pundit Ragonaut Rao Peishwah and Sirdar of the Empire of the Mahrattas

And Hyder Ally Khan Bahauder Company Sirdar of the Kingdom of Mysore

Articles of Agreement made and concluded upon between the Honble Mahajee Sadasew Pundit Ramchunder Pundit Ragonaut Rao Peishwah and Sirdar of the Empire of the Mahrattas on the one part and Hyder Ally Khan Bahauder Company Sirdar of the Kingdom of Mysore on the other part

Whereas the Honble Mahajee Sadasew Pundit Ramchunder Pundit Ragonaut Rao Peishwah and Sirdar of the Empire of the Mahrattas and Hyder Ally Khan Bahauder Company Sirdar of the Kingdom of Mysore have mutually agreed to put an end to the War which has subsisted between them and to establish a firm and perpetual Peace and Friendship between their respective States and Subjects

Now therefore the said Honble Mahajee Sadasew Pundit Ramchunder Pundit Ragonaut Rao Peishwah and Sirdar of the Empire of the Mahrattas and Hyder Ally Khan Bahauder Company Sirdar of the Kingdom of Mysore have appointed their Plenipotentiaries to treat and conclude the said Peace and Friendship and to settle the Articles thereof that is to say the said Honble Mahajee Sadasew Pundit Ramchunder Pundit Ragonaut Rao Peishwah and Sirdar of the Empire of the Mahrattas hath appointed Moraba Phurkia and Nana Furnavese and Hyder Ally Khan Bahauder Company Sirdar of the Kingdom of Mysore hath appointed Meer Mahomed Ally and Meer Mahomed Ameen Kawn Bahauder who have met and agreed upon the following Articles

Article 1st

There shall be a firm and perpetual Peace and Friendship between the Honble Mahajee Sadasew Pundit Ramchunder Pundit Ragonaut Rao Peishwah and Sirdar of the Empire of the Mahrattas and Hyder Ally Khan Bahauder Company Sirdar of the Kingdom of Mysore their Heirs and Successors and their respective States and Subjects for ever

Article 2d

Each Party shall restore to the other all Countries Districts Forts Towns Villages Rivers Passes and Places which they have taken from each other during the War or before the War

Article 3d

Each Party shall restore to the other all Persons Subjects Ryots Merchants Vakeels Agents Servants Dependants Relations Friends Allies Adherents Cattle Elephants Camels Horses Carriages Goods Effects Money Jewels Grain Forage and Merchandizes which they have taken from each other during the War or before the War

Article 4th

All Persons Subjects Ryots Merchants Vakeels Agents Servants Dependants Relations Friends Allies Adherents Cattle Elephants Camels Horses Carriages Goods Effects Money Jewels Grain Forage and Merchandizes which shall be taken by either Party from the other after the Ratification of this Treaty shall be restored

Article 5th

All Persons Subjects Ryots Merchants Vakeels Agents Servants Dependants Relations Friends Allies Adherents Cattle Elephants Camels Horses Carriages Goods Effects Money Jewels Grain Forage and Merchandizes which shall be taken by either Party from the other after the Ratification of this Treaty shall be restored

Article 6th

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Article 7th

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Article 8th

All Persons Subjects Ryots Merchants Vakeels Agents Servants Dependants Relations Friends Allies Adherents Cattle Elephants Camels Horses Carriages Goods Effects Money Jewels Grain Forage and Merchandizes which shall be taken by either Party from the other after the Ratification of this Treaty shall be restored

Article 9th

All Persons Subjects Ryots Merchants Vakeels Agents Servants Dependants Relations Friends Allies Adherents Cattle Elephants Camels Horses Carriages Goods Effects Money Jewels Grain Forage and Merchandizes which shall be taken by either Party from the other after the Ratification of this Treaty shall be restored

Article 10th

All Persons Subjects Ryots Merchants Vakeels Agents Servants Dependants Relations Friends Allies Adherents Cattle Elephants Camels Horses Carriages Goods Effects Money Jewels Grain Forage and Merchandizes which shall be taken by either Party from the other after the Ratification of this Treaty shall be restored

Article 11th

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Article 12th

All Persons Subjects Ryots Merchants Vakeels Agents Servants Dependants Relations Friends Allies Adherents Cattle Elephants Camels Horses Carriages Goods Effects Money Jewels Grain Forage and Merchandizes which shall be taken by either Party from the other after the Ratification of this Treaty shall be restored

Article 13th

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Article 14th

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Article 15th

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Article 16th

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Article 17th

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Article 22d

All Persons Subjects Ryots Merchants Vakeels Agents Servants Dependants Relations Friends Allies Adherents Cattle Elephants Camels Horses Carriages Goods Effects Money Jewels Grain Forage and Merchandizes which shall be taken by either Party from the other after the Ratification of this Treaty shall be restored

Article 23d

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Article 25th

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Article 124th

All Persons Subjects Ryots Merchants Vakeels Agents Servants Dependants Relations Friends Allies Adherents Cattle Elephants Camels Horses Carriages Goods Effects Money

Filed 5th July 1785

In the Honble the Mayor's Court at Madraspatnam

Between Tondava Chitty of Madras Merchant Complainant and Arnachella Chitty and Agateyapa Chitty of the same Place Inhabitant Defendant

The Affidavit of Edward Jones One of the Serjeant of this Honble Court

The above Deponant Maketh Oath and Saith that he did personally Serve the above Named Defendants With three Rules issuing out of this Honble Court and that the Last of which said Rules was a Peremptory One to the following Purport "Further day is Given the Defendants till the 5th July Next to Answer the Complainants Bill in default of which Judgement will be given for the Complainant

Edward Jones

Sworn to in Court
July 5th 1785
James Taylor
Regr

Mayor's Court at Madraspatnam

Tuesday the 5th Day of July Anno Domini 1785

Present

Philip Stowey Esquire Mayor
Edwd John Hollond and Vincentia Corbett
Aldermen

Between Tandava Chitty of Madras Merchant Complainant and Aroonachellum Chitty and Agelleyapa Chitty of the same Place Inhabitants Defendants

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendants 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 Two Hundred and Seventy four Star Pagodas (Star Pagodas 274 " ") together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Dp Cur

Filed 20th April 1785

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this

Honble Court Your Vadagery Moodeliar of Madras Inhabitant that George Isaac Hoisard late of Fort Saint George Esquire justly and truly indebted unto Your Orator in the full and just Sum of One Thousand Eight Hundred and forty three Pagodas Twenty Two fanams and forty Cash Current Money of Madras Making in Sterling Money Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Seven hundred and Thirty Seven Pounds and Eight Shillings as and upon a certain Mortgage Bond Executed by the Said George Isaac Hoisard at Fort Saint George aforesaid on the Seventh Day of May One Thousand Seven hundred and Eighty three whereby he mortgaged and Assigned over to Your Orator a House and certain Premises Situated within the Jurisdiction of this Honble Court for Securing the Sum of One Thousand and five hundred Pagodas and the Interest might Accrue thereon as by a Copy of the Mortgage Bond as well as of an Account Current made up to the fourth Day of this Instant April Reference thereunto Unmoved will fully appear this Originals thereof being in Your Orators Possession and ready to be produced when thereunto required Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner requested payment from the Said George Isaac Hoisard of the aforesaid Sum of One Thousand Eight hundred and forty three Pagodas Twenty Two fanams and forty Cash

But now so it is May it please this Honble Court that the said George Isaac Hoisard Contriving craftily & unjustly to defraud Your Orator of the Same or to give Your Orator any manner of Satisfaction touching the Premises

Premises Your Orator therefore prays a Generall Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience

To the End therefore that the said George Isaac Hoisard 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 and Effectually to all Intents and purposes as if the same were there again Repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand Eight hundred and forty three Pagodas Twenty Two fanams and forty Cash Together with all Interest thereon due or as shall Whereafter may become due thereon and also all Costs of this Suit

May it Please this Honble Court to cause the said George Isaac Hoisard to be Summoned and Required by the Sheriff of Fort Saint George Towers of Madrasapatnam and the Limbo thereof Personally to be and appear before this Honble Court on a certain Day 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 thereon as to this Honble Court shall Seem Meet

Peter Walker
Atty for the Complainant

Fort St George 20th April 1785

This Bill was Sworn to before the
Dayes of Appearance Writ & Summons
Upon Returnable Next Court Day

Philip Stoney
Mayor

Know all Men by these Presents that I George Isaac Hoisgard of Fort Saint George am held and firmly bound unto Vadagery Moodeliare of the same place in the Penal Sum of three Hundred Star Pagodas to the Payment whereof well and truly to be made unto the Vadagery Moodeliare his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my hand and Seal in Fort Saint George aforesaid this Seventh Day of May in the Year of Our Lord One Thousand Seven hundred and Eighty three

Whereas the above bound George Isaac Hoisgard hath borrowed and received of the above Named Vadagery Moodeliare the full and just Sum of One Thousand and five hundred Star Pagodas to Him at Interest at the Rate of Twelve per Cent per Annum Payable in Lial Months from the Date hereof and for Securing the Payment of the said Principal Sum of One Thousand and five hundred Star Pagodas and such Interest as may arise thereon He the said George Isaac Hoisgard Hath Mortgaged Assigned and Set over and by these Presents Doth Mortgage Assigne and Set over unto the said Vadagery Moodeliare his Heirs Executors Administrators or Assigns his House and Garden Situated at Chumbiumd being bounded on the West side by Pouvalar on the East Side by a Gutter Called Vadiumootauka on the South Side by a Road leading to Pouvalar and on the North side by Mandaveram Together with all and Singular the Premises with their Appurtenances thereunto belonging or Appertaining and all his Right Title Interest Claim and Demand whatsoever of and to the said House and Garden and Premises and every part and parcel thereof To have and to hold the said House and Garden with their appurtenances thereunto belonging unto the said Vadagery Moodeliare his Heirs Executors Administrators or Assigns for ever Having delivered the Original Bills of Sale and other Writings of the said House and Garden to the said Vadagery Moodeliare

Now the Condition of this Obligation is such that if the

the above bound George Isaac Hoisgard His Heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto the above named Vadagery Moodeliare his Heirs Executors Administrators or Assigns the full and just Sum of One Thousand and five Hundred Star Pagodas together with such Interest as shall or may become due thereupon and these Obligations to be void and of no Effect otherwise to Continue in full and Virtue

Signed Sealed and Delivered
Where no Stamp Paper is to be had
in the Province of

(Signed) George Isaac Hoisgard (L.S.)

Wmo Cryn
Peter Walker
Attorney for Compt.

Dr George Isaac Hoisgard Esqr late Chief of Vadagery Moodeliare

1783 May	7th	To Amount of Your Bond Mortgage of this Date	1500		1785 April 6th	By Ballance due	1843	22	40
1785 April	6th	To Interest on Do this day being 1 Year 10 Months and 27 days @ 12 P Cent	343	22	40				
		Pagodas	1843	22	40		Pagodas	1843	22	40

Fort St George 6th April 1785
Errors Excepted for (Signed)
A true Copy
Peter Walker
Attny for the Compt.

Mayor's Court at Madraspatnam — Tuesday the 12th Day of July Anno Domini 1785

Present

Philip Stoney Esquire Mayor
James Call and Robert Ennis
Aldermen

Between Vadagery Mordelliar of Madras Inhabitant Complainant and George Isaac Hoisted late of Fort Saint George Esquire 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 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 One Thousand Eight hundred and forty three Pagodas Twenty Two fanams and forty Cash Star Pagodas 1843.22.40 together with the said Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Plea

Filed 12th May 1785

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators Johan De Fries and Hew Alexander Craig Trustees to the Estate and Effects of Mr Jeremiah Twining Frederick Frank and Johan Wellenaugh by that Johan Philip Burthon of Madras Gentleman Stands Justly and Truely indebted unto Your Orators as Trustees as aforesaid in the full and just Sum of three hundred and twenty Eight Pagodas Thirty Two fanams and Eight Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and thirty One Pounds and Eleven Shillings as Will more fully and at Large Appear by Copy of a Bill and an Account thereunto Annexed for the Inspection of this Honble Court and which Your Orators as Trustees as aforesaid pray may be Admitted as part of this their Bill of Complaint and Your Orators as Trustees as aforesaid further Shewe unto this Honble Court that they have frequently and duly and Amicable Manner Requested Payment from the said Johan Philip Burthon of the said Sum of three Hundred and Twenty Eight Pagodas Thirty two fanams and eight Cash

But now so it is May it please this Honble Court the said Johan Philip Burthon Obstinately and Wilfully Refuses to pay the same or to give Your Orators as Trustees as aforesaid any Manner of Satisfaction touching the Premises Your Orators as Trustees as aforesaid therefore pray a Genl Relief Such as to this Honbly Court shall appear Agreeable to equity and good Conscience To the End therefore that the said Johan Philip Burthon

Burlton may upon his Corporal Oath full true direct, and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all intents and Purposes as if the same were hereagain Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orators as Trustees as aforesaid the aforesaid Sum of three Hundred and Twenty Eight Pagodas thirty two fanams and Eight Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit —

May it Please this Honble Court to Cause the Said John Philip Burlton 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 as Trustees as aforesaid 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. Baker
Attorney for the Complainant

This 18th day of May 1785
This Bill was shewn to me in the days of Adjournment Let a Summons issue Returnable Next Court day —

Philip Stowey
Mayor

			Dr.
Mr. Burlton			
1777 December	29th	To 1 Breast Buckle	3 " "
			6 " 21 "
1778 January	3d	To 6½ Yard Paplin	14 " "
		21 Silver Colord Frogs	12 " "
		1 Tambour Waistcoat	5 " 10 " 40
	12th	To Hay Kins plea of the Crown	12 " "
	16th	To 1 Tamboor Waistcoat	96 " "
		24 Embroidered Dorea Waistcoats	1 " "
	24th	To 1 Yard Poplin	6 " "
April	22d	To 1 Pair Doe Skin Breeches	1 " 21 "
		1 Roller for a Horse	5 " "
		1 Lennen Body Cloth	7 " "
	23d	To 1 Silver Chain Belt	1 " "
May	6th	To 2 Bottles Ralafia	5 " "
	9th	To 5 Yard pea Green Paplin	2 " 21 "
		2½ Do. Purple Do.	177 " 31 " 40
Interest on Do. to 20th July @ 12 ℘ Cent allowd. 2 Mo. Credit			28 " 16 " 48
		Pagd.	206 " 6 " 8

Madras 20th July 1779

E. E. ℘ (Signed)

Frank and Willoughby

A true Copy

Chas. Baker

John Philip Burlton Esquire

1779 May	20th	To the Amount of the Bill	177. 31. 40
		Interest on Ds to 20th July at 12 p Cent Allowd 2 M Credit	28. 16. 48
1785 April	20th	Interest on Pagodas 177. 31. 40 fanams 20th July 1779 to this day	206. 6. 8
			122. 26.
		Pagodas	328. 32. 8

Madras
April 10th 1785

Thos Pelling for
John de Fries
H. A. Craig
Trustees to the Estate of Franck & Willoughby

A true Copy
Chas Baker

Filed 31st May 1785

In the Honble the Mayor's Court at Madraspatnam

Between J. D. F. and Hew

the full and just Sum of thirty two fanams and the Amount of a Bill and the said John Wil

Sworn at Fort St George this 30th day of May 1785 before me
Philip Stowey
Mayor

Mayor's Court at Madraspatnam

Philip St
William

ndred and twenty eight Pagodas
Current Money of Madras being
account due unto him this Deponent
from the said Defendant
A. F. Franck

uesday the 26th Day of July
Anno Domini 1785
nt
Esquire Mayor
George Savage
men
Between John De Fries
and Hew Alexander Craig Trustees
Effects of Missieurs

John Philip Bur[illegible] Esquire

1779 May 20th To the Amoun[illegible] Bill ... 177. 31. 40

Interest on [illegible] July at 12 ℘ Cent Allowd ... 28. 16. 48

2 M[illegible] ... 206. 6. 8

1785 April 20th Interest on [illegible] 17. 31. 40 fanams 20th July ... 122. 26. [illegible]

1779 [illegible] ay ...

Madras April 10th 1785

Pagodas ... 328. 32. 8

Pelling for Fries Craig } Trustees to the Estate of Franck & Willoughby

Chas. Baker

Filed 31st May 1785

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

[illegible] Between John De Fries and Hew [illegible] Alexander Craig Trustees to the Estate and [illegible] Effects of Messieurs Anthony Frederick [illegible] Franck and John Willoughby is Complai[illegible] [illegible] and John Philip Burlton of [illegible] Madras Gentleman is Defendant

Ann[illegible] Frederick Franck One of the Assignors abo[illegible] Maketh Oath and Sarth that John Philip Burlton [illegible] named Defendant is justly and truely indebted unto [illegible] and the said John Willoughby in the

the full and just Sum of three hundred and twenty eight Pagodas thirty two fanams and eight Cash Current Money of Madras being the Amount of a Bill and an Account due unto him this Deponent and the said John Willoughby from the said Defendant

A. F. Franck

Sworn at Fort St. George this 30th day of May 1785 before me

Philip Stowey Mayor

Mayor's Court at Madraspatnam } Tuesday the 26th Day of July Anno Domini 1785

Present

Philip Stowey Esquire Mayor

William Webb and George Savage Aldermen

Between John De Fries and Hew Alexander Craig Trustees to the Estate and Effects of Messieurs Anthony Frederick Franck and John Willoughby Defendants John Philip Burlton of Madras Gentleman Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth

Doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of three Hundred and twenty eight Star Pagodas thirty two fanams and Eight Cash (Star Pag.s 328.32.8) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Q.P. Cur.

Filed 30th July 1785

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

Humbly Complaining Shewetth unto this Hon.ble Court Your Orator Thomas Monte de Castro of Madras Inhabitant that Shake Meerah Saib late of Saint Thomé but at present of Madras Inhabitant Stands Indebted unto Your Orator in the full and Just Sum of two hundred Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Eighty Pounds as will more fully and at large Appear by Copy of a Bond or Obligation given and Granted unto Your Orator on the Eleventh day of August which was in the Year of Our Lord One thousand Seven hundred and Eighty four hundred Annexed for the Inspection of this Hon.ble Court which Your Orator May be Admitted as part of this his Bill of Complaint And Whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of two Hundred Pagodas from the said Meerah Saib

But now so it is May it Please this Hon.ble Court the said Shake Meerah Saib Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching

touching the Premises Your Orator therefore prays a General Relief such as to this Hon.ble Court shall Appear Agreeable to Equity and good Conscience

To the End therefore that the said Shake Meerah Saib may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matter and things herein before Set forth and Alledged as fully truely and Effectually to all Intentions and purposes as if the same Were here again Repeated and particularly Interrogated and that he May be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred Pagodas together with all such Interest as shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon.ble Court to cause the said Shake Meerah Saib to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Hon.ble Court at a Certain time and Place to be by this Hon.ble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Hon.ble Court shall Seem Meet

30th July 1785

H.y Du Puy
Attorney for the Complainant

This Bill was Shewen to me between the days of Adjournment Let a Summons Issue thereon and Returnable Next Court day

Philip Stowey
Mayor

Know all Men by these Presents that I Shaker Murah Saib of St Thomé Renter am held and firmly bound unto Mr Thomas Monté de Castro of Madras Inhabitant in the Penal Sum of Four Hundred Star Pagodas to the Payment whereof well and truely to be made to the said Mr Thomas Monté de Castro his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto Set my hand and Seal in Madras this 4th Day of August in the Year One Thousand Seven Hundred and Eighty four

Whereas the above bound Shaker Murah Saib hath this Day borrowed and Received of the above Named Mr Thomas Monté de Castro the full and just Sum of Two hundred Star Pagodas to Him at Interest at the Rate of Nine per Cent per Annum pay all on Demand, and for the Security of the payment for the above said Sum of two Hundred Star Pagodas I do hereby Mortgage into the Hands and Possession of the said Mr Thomas Monté de Castro, the Bills of Sale of four Different Grounds I purchased at St Thomé from the undermentioned Persons Viz.t

1st Piece of Ground from Saravana Chetty Containing in Length from North to South 190 feet and 80 from East to West 175 feet

1st Piece of Ground from Ninana Vatiar Containing in Length from North to South 190 feet and in Breadth from East to West 150 feet

1st Piece of Ground from Mootoo and his Wife Containing in Length from North to South 190 feet and in Breadth from East to West 30 feet

1st Piece of Ground from Lavana Containing in Length from North to South 190 feet and in Breadth from East to West 30 feet and in Default of the payment on Demand the said Mr Thomas Monté de Castro May Allege to any Justice of the Mayor's Court for the Recovery of the said Sum of two hundred Star Pagodas

Now the Condition of this Obligation is such that if the above bound Shaker Murah Saib his Heirs Executors Administrators or Assigns shall well and truely pay or Cause to be paid unto the said Mr Thomas Monté De Castro or his Executors Administrators or Assigns the full and just Sum of Two hundred Star Pagodas 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 Stamps Paper is to be had
in the Presence of
Jeremy Sawney

Shaker Murah Saib

Geo. Dawsonway

Jour. Cery

H. Z. Du Pin
Attorney for the Compt.t

Mayor's Court at
Madras Fort St George

Tuesday the 2d day of August
Anno Domini 1785

Present

Philip Stowey Esquire Mayor
John Menzies and Vincentius Corbett
Aldermen

Between Thomas Monté
De Castro of Madras Inhabitant
Complainant and Shaker Murah
Sahib late of Saint Thomé but at
Present of Madras Inhabitant
Defendant

The

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Hundred Star Pagodas of Star Pagodas 200 " " of together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed 7th July 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Cottah Verdapah Chitty of Madras Inhabitant that Chengamaul and Veera Sawmy also of Madras Inhabitants Stands Indebted unto Your Orator in the full and just Sum of Nine hundred and Eighty One Star Pagodas Nineteen fanams and Ten Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of three Hundred and Ninety Two Pounds Eleven Shillings and five Pence or thereabouts as will more fully and at Large Appear by the Copies of the Translations of a Mortgage Bond and of an Agreement and also Copy of an Account hereunto Annexed for the Inspection of this Honble Court and which are Prayed by Your Orator to be taken as Part of this his Bill of Complaint the Originals whereof are in the

Possession of Your Orator 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 Nine hundred and Eighty One Pagodas Nineteen fanams and Ten Cash

But now so it is and may it Please this Honble Court the said Chengamaul and Veerasawmy Obstinately and wilfully Refuse to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator Prays a general Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Chengamaul and Veerasawmy May upon their Corporal Oaths full true Direct and Perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all intents and Purposes as if the Same were here again Repeated and Particularly Interrogated and that they may be Decreed to Pay unto Your Orator the aforesaid Sum of Nine hundred and Eighty One Pagodas Nineteen fanams and Ten Cash with all Such Interest as now is or shall hereafter become Due thereon also Costs of the Suit

May it Please this Honble Court to Cause the said Chengamaul and Veerasawmy 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 Sum Meet

S. Popham
Atty for the Compt

7th July 1785
This Bill was shewn to me between the days of Adjournment Let a Summons Issue Returnable Next Court Day

Philip Stowey
Mayor

Translation of a Mortgage Bond Dated the 13th Carttigy Monthe in the Year Called Munmadadoe Answering to Anno Domini the 23d of November 1775

I Chenganaul Widow of Mulambara Venkatayatey and my Son Vera Lawmy of Madras do Joyntly give this Mortgage Bond to Verda ypah Chitty Son of Collalo Lawy Chitty of the same Place of Gentoo Cast That is to Say

This Day I have Mortgaged to You the Chouttry Little Dwd of my House Situated at Changaramo Street between the House of Lotty Kistnama Naick and Jandava Moorty and Borrowed and Received of You the Sum of ₹4367½ four hundred and fifty Six and one Eighth of Current Star Pagodas, which Sum I Promise to Pay You or order before the 30th of Pungoony Monthe or 9th April 1776 with such Interest as may become due thereon at the Rate of 12 ₹ Cent ₹ Annum Indefault of the said Payment I then Promise to Sell the said House agreeable to the Market Price and Pay You the Principal and Interest Thus we do give this Mortgage Bond by Our Consent Witnesses Pindycoor Tummapa Chitty and Vamey Chitty Ramoo Chitty by their Consent Drawn by Velo. Mocondo

Witnesses Signed
Pindycoor Tummapah
Varney Chitty Ramoo Chitty

The Mark of Chenganaul
(Signed) Mulambara Venkatasamey

A true Translation as near as can be from the Malabar Language
Soobarayan
Interpr.

A true Copy
J. Popham

Translation of an Agreement Dated the 19th Maassy Monthe in the Year Called Corrodey 9 Anno 9 Answering to Anno Domini the 29th of February 1784

I Mulumbra Venkatasamy do give this Agreement to Collalo Verdapah Chitty That is to Say

That in the Year Called Munmadadoe the 13th Carttigy Monthe or 23d November 1775 I and my Mother Chenganaul both having Mortgaged to You the Chouttry Little Deed of Our House having Executed a Mortgage and Borrowed and Received of You the Sum of ₹4367½ Four hundred and Sixty Six and One Eighth of a Pagoda upon Condition to Pay you or before the 30th Pungoony Monthe or 9th April 1776 With Interest at the Rate of 12 ₹ Cent ₹ Annum To this Day as we have not Pay You the Principal You have Pressed Us for the Payment of the said Sum in Consequence of Which I have made You the following Agreement Viz I promise to Sell the said Mortgaged House and Pay You the Principal and Interest on or before the 10th Chittery Monthe or 20th April Indefault of the said Payment Then You are empowered to Lease the Hon.ble the Mayors Court and Sell the said Mortgaged Premises in the Public Outcry and Pay Yourself the Principal and Interest Thus I do give this Agreement by my Consent Witnesses Madabi Karey Kistnama Chitty and Cancacapally Lamey Naidoo by their Knowledge Drawn by Attorney Venkatachellum

(Signed) Venkasamey

Witnesses (Signed)
Madabi Karey Kistnama
Cancacapally Lamey

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

A true Copy
J. Popham

Dr. Gungamah and Veerasawmy in Account with Cottah Verdapah Chitty Cr.

1775 Nov. 23	To the Account of Your Mortgage Bond of this Date Payable in 4 Months	456. 5. 50	
1785 June 27	To Interest on Do from 23 November 1775 to this day being 9 Yrs 12 Cent P Annum	525. 13. 40	
	Pagodas	981. 19. 10	

By Ballance due 981. 19. 10

Pagodas 981. 19. 10

Madras 27th June 1785

E. C. Bergers Cr. Cy.

Attest Cy. J. Pynham

Mayor's Court at Madraspatnam } Tuesday the 23rd Day of August Anno Domini 1785

Present

Philip Stowey Esquire Mayor

Edward Garrow and William Webb

Aldermen

Between Cottah Verdapah Chitty of Madras Inhabitant Complainant and Chengamau and Veera Sawmy also of the same place Inhabitant Defendants

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 Eighty One Star Pagodas Nineteen fanams and ten Cash (Star Pagodas 981. 19. 10.) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Filed 8th July 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Lieutenant Colonel Henry Malcolm by his Attornies Forrester Rose Charles Freeman and George Moubray of Fort Saint George Esquires That Soobaramaneyem of Madras Inhabitant Stands Justly and truely Indebted unto Your Orator in the full and Just Sum of Four hundred and Sixty Nine Pagodas and Nine 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 Eighty Seven Pounds and thirteen Shillings as will more fully and at Large Appear by Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orators Prays May be Admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Soolaramoneyem of the said Sum of four Hundred and Sixty Nine Pagodas and Nine fanams

But now so it is May it Please this Honble Court the said Soobaraymoneyem Obstinately and wilfully Refuses to pay the same or to give Your Orators 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 Soobaraymoneyem May upon his Corporal Oath full true Direct and Perfect Answer Make to all and Singular the Matters and [illegible] before

and Purposes as if the same were here again Repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four hundred and Sixty Nine Pagodas and Nine fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Soobaramaneyem 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 these Honble Court prefixed and appoint then and thereto Answer this Your Orators Bills of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court Shall Seem Meet

Chas Baker
Attorney for the Compl.t

This 8th July 1785

This Bill was shewn to me in the day of Adjournment and the Complainant having Sworn to the Justness of his demand and that the Defendant is about to depart from the Juridiction of this Honble Court Let a Summons issue and Returnable immediately and a Warrant of Arrest issue thereon

Philip Stowey
Mayor

Filed 8th July 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Lieutenant Colonel Henry Wilkelman by his Attorney Francis Rose Charles Brunnan and George Mackay of Fort Saint George Esquires That Sorabarayanmoyyen of Madras Inhabitant Stands Justly and truely Indebted unto Your Orator in the Sum and Just Sum of Four hundred and Sixty Nine Pagodas and Nine fanams Current Money of Madras Making and Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred Eighty Seven Pounds and Thirteen Shillings as will more fully and at Large Appear by Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and unto which Your Orator Prays May be Admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court That tho' the frequently and in the most Amicable Manner Requested Payment from the said Sorabarayanmoyyen of the said Sum of four Hundred and Sixty Nine Pagodas and Nine fanams

But now so it is May it Please this Honble Court the said Sorabarayanmoyyen 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 Unto which this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Sorabarayanmoyyen 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 and Effectually to all Intents and

and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four hundred and Sixty Nine Pagodas and Nine fanams with all Costs Interest as now is or shall hereafter become due thereon as well as all Costs of this Suit

May it Please this Honble Court to cause the said Sorabarayanmoyyen to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districk thereof Personally to be and appear before this Honble Court at a certain time and place to be by them 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 Baker
Attorney for the Complt

This 8th July 1785

This Bill was shewn to me and the Complainant day of Adjournment and the Complainant leaving Security to the Sheriff's Satisfaction and that the Defendant is about to depart from the Jurisdiction of this Honble Court I do immediately Summons issue and thereupon Summons issued accordingly and a Warrant of Arrest issued thereon

Philip Stevens
Mayor

Filed 8th July 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Lieutenant Colonel Henry Malcolm by his Attornies Forrester Rose Charles Freeman and George Moubray of Fort Saint George Esquires That Loobaramaneyem of Madras Inhabitant Stands Justly and truely Indebted unto Your Orator in the full and Just Sum of Four hundred and Sixty Nine Pagodas and Nine 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 Eighty Seven Pounds and thirteen Shillings as will more fully and at Large Appear by Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orators Prays May be Admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Poolaramoneyem of the said Sum of four Hundred and Sixty Nine Pagodas and Nine fanams

But now so it is May it Please this Honble Court the said Loobaraymoneyem Obstinately and wilfully Refuses to pay the same or to give Your Orators any Manner of Satisfaction Touching the Premeaes 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 Loobaraymoneyem May upon his Corporal Oath full true Direct and Perfect answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and [illegible]

and Purposes as if the same were here again Repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four hundred and Sixty Nine Pagodas and Nine fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Loobaramaneyem 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 these Honble Court prefixed and appoint then and thereto Answer this Your Orators Bills of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court Shall Seem Meet

Chas Baker
Attorney for the Compl.t

This 8th July 1785

This Bill was shewn to me in the day of Adjournment and the Complainant having Sworn to the Justness of his demand and that the Defendant is about to depart from the Juridiction of this Honble Court Let a Summons issue and Returnable immediately and a Warrant of Arrest issue thereon

Philip Stowey
Mayor

554

Dr. Soobaramanayem in Account Current with Henry Malcolm Cr.

1783 March 1st To the Amount of the Ballance of an Account of this date	369.18	By Ballance due	469.9
1785 June 30th To Interest on Debts to this Day 2 yrs 3 Cent 12 Cent P Annum	99.33		
Pagodas	469.9	Pagodas	469.9

Fort Saint George this 1st July 1785
E. E. Forrester Rose
Acting Attorney to L. Col. Malcolm
Thos. Cyr
Chas. L. Baker
Sec.y

555

Filed 8th July 1785

In the Honble the Mayor's Court at Madraspatnam

Between Lieutenant Colonel Henry Malcolm by his Attornies Forrester Rose Charles Freeman and George Moubray of Fort Saint George Esquires Complainant and Subramaneyem of Madras Inhabitant Defendant

Forrester Rose One of the Attornies of the above Named Complainant Maketh Oath and Saith that Subramaneyem the above Named Defendant is justly and truely indebted unto this Complainant in the full and just Sum of Four hundred and Sixty Nine Pagodas and Nine fanams Current Money of Madras and that he this Defendant has reason to believe that the above Named Defendant is about to Depart from the Jurisdiction of this Honble Court

Sworn at Fort Saint George this 8th July 1785 before me

Philip Stowey
Mayor

Forrester Rose
atty to L. Col. Malcolm

Mayor's Court at Madraspatanam } Tuesday the 23d Day of August Anno Domini 1785

Present

Philip Stoney Esquire Mayor
Edward Garrow and William Webb
Aldermen

Between Lieutenant Colonel Henry Malcolm by his Attornies Forrester Rose Charles Trevenen and George Moubray of Fort Saint George Esquires Complainants and Doorgaramaneyen of Madras Inhabitant Defendant

It Appearing by the Records of this Court That the Usual Rules have passed for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit the Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sums of Four hundred and Sixty Nine Star Pagodas and Nine Fanams Star Pagodas 469 9 Together with such Interest as now is or shall hereafter become due thereon until full Payment is Made also all Costs of this Suit

Decree

Fd 27th Augt 1785

To the Honble the Mayor's Court at Madraspatanam

Humbly Complaining Shew unto this Hon'ble Court Your Orator Thyloun Pychiamah one of the Attorneys of this Hon'ble Court That Doorgaramallee Managen of Madras Inhabitant Stands indebted unto Your Orator in the full and Just Sums of One Thousand five hundred and Forty three Star Pagodas Seventeen Fanams and Forty five Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sums of Six hundred and Seventeen Pounds Seven Shillings and two Pence or there abouts as will more fully and at Large appear by the Copy of the Translation of a Bond hereunto Annexed for the Inspection of this Hon'ble Court and Which is prayed by Your Orator to be taken as part of this Your Orators Bill of Complaint The Original whereof as and Your Orator Is Ready to be produced to this Hon'ble Court when Required and Your Orator further Shews unto this Hon'ble Court That he hath frequently and in a friendly Manner, Requested the Payment of the said Sums of One Thousand five hundred and Forty three Star Pagodas Seventeen Fanams and Forty five Cash

But now so it is and May it Please this Hon'ble Court the said Doorgaramallee Managen Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction Touching the Premises Your Orator prays a general Relief but more Especially that the said Doorgaramallee Managen may appear at this Hon'ble Court to shall appear Agreeable to Equity and Good Conscience and to the End Therefore that the said Doorgaramallee Managen may upon his Corporal Oath fully True and distinct Answer make to all and Singular the Matters and Things herein before Set forth and Alledged fully Truly and Effectually, to all Intents and Purposes as if the

Same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand five hundred and Forty three Star Pagod as Seventeen fanams and forty five Cash With all Such Interest as Now is or shall hereafter become due thereon also Costs of the Suit

May it Please this Honble Court to Cause the Said Poondamallee Nincapen to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and thereto Answer this Your Orator's Bill of Complaint and further to Stand to and abide by Such Order and Decree therein as to this Honble Court shall Seem Meet

27th August 1785

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

S. Popham
Att^y for the Compl^t

Philip Stowey
Mayor

Translation of a Security Bond Dated the 13th of June 1785

I Poondamallee Nincapen of Madras do give this Security Bond to Stephen Popham Esquire That is to Say

One Doolupate Gooroomorte Davanto Maharajarajastree Satoopate of Ramnad poor having Granted You a Bond for 4000 Rupees on the 26th February 1782 in default of his Payment You have Added the Interest with the Principal Cup to the 20 May Last Prosecuted him in the Court for 1513 17 45 and Committed

him in Goal and Released him without Bail therefore Commencing from this day on or before the Expiration of 2 Months if he do not pay You the said Sum with Interest and Court Charges by my Order then I bind myself to pay You the said Sum of 1513 17 45 together with the Interest from the 20th May last as well as Court Charges of 30 Pag^s Thus I do give this Security Bond by my Consent, Witnesses Moattoopallee Coatlengum and Pumme Comarasawmy by their Knowledge Drawn by Chennatombe

Witnesses (Signed)
M. Coatlengum
P. Comarasawmy

(Signed)
Poondamallee Nincapen

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

Soobaroyam
Interp^r

A true Copy
S. Popham

Mayor's Court at Madraspatnam } { Tuesday the 30th Day of August Anno Domini 1785

Present

Philip Stowey Esquire Mayor

James Call and John Menzies

Aldermen

Between Stephen Popham One of the Attornies of this Honble Court Complainant and Poondamalle Nineapen of Madras Inhabitant Defendant

The Defendant being in Court by his Attorney Mr Edward Ellis and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand five hundred and forty three Star Pagodas Seventeen fanams and forty five Cash (Star Pag^s 1543 17 45) together with Such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Pr Cur

Filed 7th July 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Alexander Davidson Esquire the President and Governor of the said Place, and the Acting Executor in India with a Probate to the last Will and Testament of John Douglas of the said place Merchant Deceased, by his Attorney Charles Bromley of the said Place Gentleman, that Dennis Philipus Calendarr of Madras Merchant, stands justly and truely indebted unto Your Orator as the only Executor in India to the said last Will and Testament of the said late John Douglas, in the Sum of Nine hundred and thirty Seven Pagodas forty One fanams and forty Cash, Current Money of Madras (Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of three hundred and Seventy five Pounds and two Shillings or thereabouts) as will more fully appear by an Account Current hereto Annexed (Marked A) which said Sum of Six Hundred Pagodas Your Orator Sheweth ariseth upon a Bond or Obligation under the Hand and Seal of the said Dannis Philipus Calendar, bearing date the 27th October 1781, a Copy whereof (Marked B) is hereto annexed for the inspection of this Honble Court and the Original Ready to be produced whensoever Required Your Orator further Sheweth that the other two Sums are the Amount Value of Certain Goods Wares and Merchandize Sold and delivered by the said John Douglas in his life time unto the said Dennis Philipus Calendar, at his special Instance and Request and which he the said Dennis Philipus Calendar Promised and Undertook to pay unto the said John Douglas And Whereas Your Orator as Executor aforesaid hath frequently and in an Amicable manner Requested payment

of

of the said Sum of Nine Hundred and Thirty Seven Pagodas forty One fanams and forty Cash from the said Dennis Philipus Calendar

Butnon so it is May it Please this Honble Court, that the said Dennis Philipus Calendar Obstinately and wilfully refuses to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a Genl Relief such as to this Honble Court shall appear agreable to Equity and Good Conscience

To the End therefore that the said Dennis Philipus Calendar may upon his Corporal Oath (full True direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully Truely and Effectually to all Intents and purposes as if the same were again repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Nine Hundred and Thirty Seven Pagodas forty One fanams and forty Cash together with all such Interest as shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Dennis Philipus Calendar to be Summoned and Required by the Sheriff of Fort St George Towns 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^d Bromley
Attorney for the Complt

7th July 1785
Fort St George
Town of Madraspatnam
} ss

This Bill was Sworn to and Subscribed before me the Mayor of the Town of Madraspatnam and Justice of the Peace for the Same

Philip Stoney
Mayor

Dr. Dennis Philipus Calendar in Account Current with Messrs. Charles Wheler & John Douglas Esqrs

1784								
July	27	To Cash paid on your Bond of this Date		60	"	"	1785 July	30
		2 Months Int. @ 8 p. Cent.						
	4	To Cash paid Ramasawmy Iyer on your Acct		300	"	"		
		18 Months Int. @ 8 p. Cent.						
	4	To Cash paid Ramasawmy Iyer on your Acct		20	12	"		
		18 Months Int. @ 8 p. Cent.						
1785	31	To Interest on the Balance of your Account Current to this Date						
July		Current Rupees 2980 @ 8 p. Cent. p. Annum						
		6 Months	119	4	8			
		Pagodas 265	21	32				
		30 Months	596	1	56			
		20 12 Months	82	16	8			
			283	24	16			
			937	41	40			

Pagodas

Errors Excepted
Chas^d Bromley
Attorney Executor

(B)

Know all Men by these Presents, that I Denis Phillippus Calander of Madras Merchant am held and firmly bound unto Mr. John Douglas of the same place Merchant in the Penal Sum of One Thousand and Two hundred Star Pagodas to the payment whereof will and truely to be made to the said Mr. John Douglas his heirs Executors, Administrators, or Assigns, I do hereby bind myself my heirs, Executors and Administrators firmly by these Presents. In Witness whereof I have hereunto set my Hand and Seal in Madras this Twenty Seventh day of October in the Year One Thousand Seven Hundred and Eighty One

Whereas the above bound Denis Phillippus Calander hath borrowed and received of the above Named John Douglas the full and just Sum of Six Hundred Star Pagodas to run at interest at the Rate of Twelve per Cent per Annum Payable at four Months from the date hereof

Now the Condition of this Obligation is such, that if the above bound Denis Phillippus Calander his heirs, executors, Administrators or Assigns shall well and truely pay or Cause to be paid unto the said Mr. John Douglas his heirs, executors, Administrators, or Assigns, the full and just Sum of Six Hundred Star Pagodas together with such Interest as shall 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

(Signed)
Denis Phillippus Calander (L.S.)

A true Copy
Chas. Bromley
Atty. for the Complainant

Mayor's Court at Madras Spatnam } Tuesday 30th Day of August Anno Domini 1785

Present

Philip Stowey Esquire Mayor
James Call and John Menzies
Aldermen

Between Alexander Davidson Esquire, the Presedent and Governor of the said place, and the Acting Executor in India with a Probate to the last Will and Testament of John Douglas of the said place Merchant Deceased by his Attorney Charles Bromley of the said place Gentleman Complainant and Dennis Philipus Calendar 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 thirty Seven Star Pagodas forty One fanams and forty Cashes Star Pag. 937 Ft. 40 Cs. together with such Interest as now is or [illegible] due thereon untill full Payment is made also

Filed this 27th April 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Canapady Oyen by his Attorney Daniel Mc Kenzie of Madras Inhabitant that Leinwasa Row of the same place Inhabitant Stands justly and truely indebted unto Your Orator in the Sum and Just Sum of three Hundred and Eight Pagodas two fanams and Sixty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Twenty three Pounds and five Shillings as will more fully and at Large Appear by Copy of said Account Current and an Assignment thereunto 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 Original Bond is in Your Orators Attorneys Custody and Ready to be Produced whenever this Honble Court shall Require and Your Orator further Shews unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Leinwasa Row of the said Sum of three hundred and Eight Pagodas two fanams and Sixty Cash

But now so it is May it Please this Honble Court the said Leinwasa Row Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief and that the Honble Court shall Appoint Agreable to Equity and Good Conscience To the End therefore that the said Leinwasa Row 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 and Effectually to all Intents and purposes as if the same were Here again

Repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of three hundred and Eight Pagodas two fanams and Sixty Cash with all Such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court the Cause thereupon said Leinwasa Row 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 for that purpose 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

Jno^s Baker
Complainants Attorney

Filed 27th April 1785
This Bill was shewn to me in the Days of Adjournment Let a Summon issue Returnable Next Court Day

Philip Stowey
Mayor

Dr. Seenevasa Row in Account Current with Canapady Oyes Cr.

1784		To Cash lent Him at Canapady	25	"	"	1784		By Cash Received	2	"	"
	22	To Do Do	75	"	"	Septr	11	By Do Do	2	"	"
	22	To Do Do at Cadalore	100	"	"	1785	15	By a Turband	"	33	"
1785	2	To Do Do	25	"	"	Jany	"				
			225	"	"	March	17	By Interest as Above Amounts to this day at 10 P Cent P Annum	4	33	"
	17	To Interest as Above Amounts to this day at 10 P Cent P Annum									
		On Pag 1 25 " " 4 2 " 15 4 "						On Pag 1 2 " " 6 " 6 5 " "			
		On Do 75 " " 4 1 25 21 3 "						On Do 2 " " 6 " 2 4 40 "			
		On Do 100 " " 3 1 25 29 1 "						On " 33 " 2 " 15 " 6 "	"	10	20
		On Do 25 " " 2 8 " 15 4 " "	88	10	"				5	7	20
								By Balance Due	308	2	60
		Pagodas	313	10	"			Pagodas	313	10	"

Fort Saint George 17 March 1785

E E & Signed

Thos Cary Chas Biked

(56)

In the Right Honble Sir Thomas Rumbold Bart Governor
Admiral Rear Admiral Richard Kempenfelt Esqr Admiral Thomas Graves
George Stratton Esqr Charles Smith Esqr Richard Gough Esqr
Edward Monckton Esqr and Charles Floyer Esqr Council
Appointed by Act of Parliament for the Affairs of the
United Company of Merchants of England trading to the East Indies

To the Honble Sir Thomas Rumbold Bart Governor Admiral Rear Admiral Richard Kempenfelt Esqr Admiral Thomas Graves George Stratton Esqr Charles Smith Esqr Richard Gough Esqr Edward Monckton Esqr and Charles Floyer Esqr Council

The Petition of Seenevasa Row Dubash to Canapady Oyes

Humbly Sheweth

That your Petitioner Lent Canapady Oyes the Sum of Pagodas 313 10 " as per Account Current Annexed

Your Petitioner therefore Humbly Prays your Honble Board will be pleased to Order the Said Canapady Oyes to Discharge the Balance of Pagodas 313 10 " Due to your Petitioner

And your Petitioner as in Duty Bound Shall Ever Pray

Seenevasa Row

Fort Saint George 17 March 1785

Certified by the Undersigned Inhabitants of Madras

Thos Cary Chas Biked

Admitted Sworn before us the Mayor Aldermen and Recorder of Fort Saint George

Edward Monckton

Fort Saint George 17 March 1785

Allowed by the Honble the Governor and Council

Thos Cary

Secretary to the Council

Fort Saint George 17 March 1785

and the said Ganapady Oyer doth Covenant with the said Daniel McKenzie he the said Ganapady Oyer hath not Received nor will Receive the said Balance due or to become due on the said Account Current or any part thereof neither shall or will Release or discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for the Recovery thereof he the said Daniel McKenzie saving the said Ganapady Oyer harmless of and from any Cost that may happen to him thereby

In Witness whereof he the said Ganapady Oyer hath hereunto set his hand and Seal in Madras this Seventeenth day of March in the Year of Our Lord One Thousand Seven hundred and Eighty five

Signed Sealed and Delivered Where no Stampt Paper is to be had in the Presence of } (Signed) [illegible] S.S.

Balage Row
[illegible]

A true Copy

Chas. Baker

Mayor's Court at Madraspatnam

Tuesday the 30th Day of August Anno Domini 1785

Present

Philip Stowey Esquire Mayor

James Call and John Menzies

Aldermen

Between Ganapady Oyer by his attorney Daniel McKenzie of Madras Inhabitant [illegible]

of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of three hundred and Eight Star Pagodas Two fanams and Sixty Cash (Star Pag.s 308. 2. 60) together with Such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Ad Curr

Filed 13th Aug.t 1785

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Charles Baker of Fort Saint George Gentleman that Thomas Weston of Madras Merchant Stands justly and truely indebted unto Your Orator in the full and just Sum of One Hundred and twelve Pagodas and three fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda the Sum of Forty four Pounds and Sixteen Shillings as will more fully and at Large Appear by Copy of an Account Current hereunto Annexed for the Inspection of this Hon.ble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Hon.ble Court that he hath frequently and in an Amicable manner Requested Payment from the said Thomas Weston of the said Sum of One Hundred and twelve Pagodas and three fanams

But now so it is May it Please this Hon.ble Court

the said Thomas Weston 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 Thomas Weston May upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things hereinbefore Set forth and Alledged as fully truely and Effectually to all intents and Purposes as if the same were again repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and twelve Pagodas and three fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Thomas Weston 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 thereto 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

This 13th Augt 1785

This Bill was shewn to me in the days of Adjournment and the Complainant having Sworn to the Justness of his demand and that the Defendant is about to depart from the Jurisdiction of this Honble Court Let a Summon Returnable immediately and a Warrant of Arrest issue thereon

Philip Stowey
Mayor

Chas Baker
Attorney Complainant

No. 8 — Mr. Thomas Weston in Account Current With Mr. Charles Baker — Cr.

To the Amount of Long Cloth as p Invoice Rs. 839.97½ at 375 Rs. p 100 Pagodas	223.39		By Cash Received	150 " "
To Cash paid Register for Attested Copy of the Bill of Complaint at the Suit of William Harrison and Catherine Murphy Admrs & Admrs to Lawrence Murphy & Gilbert Murphy Agt Florence McCarty	32.24		Balance Due	112.3 "
To Cash paid for Attested Copy of the Bill of Reviver at the Suit of Jeremiah Murphy Admr to Lawrence Murphy and Gilbert Murphy Agt James Russell Admr to Florence McCarty	5.30			
Pagodas	262.3		Pagodas	262.3

Fort Saint George Augt 13th 1785

Errors Excepted p^r Chas Baker
a true Copy
Chas Baker

Filed 13th August 1785

In the Honble the Mayor's Court at Madraspatnam

Between Charles Baker of Fort Saint George Gentleman Complainant and Thomas Weston of Madras Merchant Defendant

Charles Baker the above Named Complainant Maketh Oath and Saith that Thomas Weston the above Named Defendant is justly and truely indebted unto this Deponent in the full and just Sum of One Hundred and twelve Pagodas and three fanams Current Money of Madras and that he this Deponent has reason to believe that the above Defendant is about to Depart from the Jurisdiction of this Honble Court

Sworn at Fort Saint George this 13th August 1785 before me

Chas. Baker

Philip Stowey
Mayor

Mayor's Court at Madraspatnam } { Tuesday the 20th Day of September Anno Domini 1785

Present

L.S.

Philip Stowey Esquire Mayor
Edward Garrow and Vincentio Corbett
Aldermen

Mayor's Court

Between Charles Baker of Fort Saint George Gentleman Complainant and Thomas Weston of Madras 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 One Hundred and twelve Pagodas and three fanams Pagodas 112 " 3 " of together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

A Cur

Filed 2d June 1785

To the Honble the Mayor's
Court at Madrasapatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Suvroum Coyyn Chitty of Madras Merchant
his Attorney Jacob Rouchey of Thevanampatam Inhabitant & that Vundajeu
also of Thevanampatam Merchant Standeth justly and truly indebted unto
Your Orator in the full and just Sum of Eighty Two Star Pagodas Current
Money of Madras Making in Sterling Money of Great Britain
the Rate of Eight Shillings for every Pagoda the Sum of Thirty two Pounds
and Sixteen Shillings as will more fully and at large appear by the
hereunto annexed Account for the Inspection of this Honble Court to which Your
Orator Prays may be Admitted as part of this Your Orator's Bill of
Complaint The Original whereof being in Your Orator's Custody
ready to be produced to this Honble Court when thereto required Your Orator further Sheweth unto this Honble Court that
frequently and in an Amicable Manner requested Payment from the
said Vundajeu of the said Sum of Eighty Two Star Pagodas

But now so it is May it please this Honble Court that the
said Vundajeu Obstinately and Contemptuously refuses to
give Your Orator any Manner of Satisfaction touching the Premises
Your Orator therefore Prays a General Relief and that to this Honble
Court may appear Agreeable to Equity and Good Conscience to the End
therefore that the said Vundajeu may upon his Corporal Oath full
direct and perfect Answer make to all and Singular the Premises
and things herein before set forth and that as fully as the Matter
Etc

Repeated and Particularly interrogated and that he may be Decreed
to pay unto Your Orator the aforesaid Sum of Eighty Two Star Pagodas
together with all such Interest as 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 Vundajeu
to be Summoned and Required by the Sheriff of Fort St George Zamindary of
Madrasapatnam and the Districts thereof Personally to be and Appear
before this Honble Court at a certain Hour and place to be by this Honble
Court for that purpose 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

Fort St George 2 June 1785

Peter Walker
Atty for Complt

This Bill was Sworn to before the Day of Adjournment

Philip Stowey
Mayor

Dr. Vundajeu in Acct Curt with Suvroum Coyyn Chitty Cr

1783 October	30th	To 10 1/2 Corges of Rubys Sold and Delivered to You Three Days @ 4 1/2 Pags P Corge	47	11	20	1785 January	31st	By Ballance Due	82	" "
		To 8 Corges of Rubys Sold 27 Days @ 3 Pags P Corge	24	"	"					
1785 January	31st	To Entertainment 71 Pags 11 Fanams 20 Cash to Each Day being 1 Year & Three Months @ 12 Cash P Annum	10	33	60					
		Pagodas	82	"	"			Pagodas	82	" "

Madras 31st January 1785

Errors Excepted

(Signed)
Vundajeu

True Copy
Peter Walker

To all People to whom these Presents shall Come Greeting Whereas
Cundasjeen of Madras Merchant Inhabitant by his Ballam Jan Account
bearing Date the Thirty first Day of January in the Present Year of Our Lord
One Thousand Seven Hundred and Eighty five Stands justly and truly
indebted Unto Lawrence Coppoy Chitty of the same place Merchant for the
full and just Sums of Eighty Two Star Pagodas Current Money of Madras
Making in Sterling Money of Great Britain at the Rate of Eight Shillings
for every Pagoda the Sums of Thirty Two Pounds and Sixteen Shillings as
by the said Account Current May Appear. Now Know Ye that the said
Lawrence Coppoy Chitty for a Valuable Consideration to him in hand paid
by Jacob Rouchay also of the same place Inhabitant at or before the Sealing
and Delivery of these Presents the Receipt whereof is hereby Acknowledged
he the said Lawrence Coppoy Chitty has Bargained and Sold Assigned and Set over and by
these Presents Doth Bargain and Sell Assign and Set over unto the said Jacob Rouchay the
said Account Current and the Money thereupon Due and owing and
which may become Due and owing thereon and all his Right and Interest
in and to the same and every Part thereof and the said Lawrence Coppoy
Chitty for the Consideration aforesaid hath made Constituted and Appointed
and by these Presents Doth make Constitute and Appoint the said
Jacob Rouchay his Heirs Executors Administrators and Assigns his
true and Lawfull Attorney and Attorneys for him and in his Name
and in the Name and Names of his Heirs Executors Administrators
and Assigns but for the Sole and Proper use and benefit of the said Jacob
Rouchay his Heirs Executors Administrators and Assigns to ask Require
Demand and Receive of the said Undajeen his Heirs Executors and Administrators the Money due and to become due on the said Account Current
and every part Payment thereof from the said Undajeen his Heirs Executors
and Administrators and

Sufficient Releases and Discharges for the same and on non-payment Attorney
or Attorneys under him to make Constitute and Appoint and whatsoever
the said Jacob Rouchay or his Attorney or Attorneys shall Lawfully do
the Premises the said Lawrence Coppoy Chitty doth hereby Allow and
Affirm and the said Lawrence Coppoy Chitty doth Covenant with the
said Jacob Rouchay that the said Lawrence Coppoy Chitty has not nor will
Not will Receive the said Money due or to become due on the said Account
Current or any Part thereof neither shall Not will Release or Discharge the
same or any Part thereof but will Own and Allow all Lawfull Proceedings
for the Recovery of the same by the said Jacob Rouchay saving the said
Lawrence Coppoy Chitty harmless of and from any Costs that may
happen to him thereby In Witness Whereof the said Lawrence
Coppoy Chitty has hereunto Set and Affixed his Hand and Seal in
Madras aforesaid the Twenty Sixth Day of May in the Year of Our
Lord One Thousand Seven Hundred and Eighty five

Signed Sealed and Delivered
Where no Stamp't Paper is to be had
in the Presence of us

(Signed) Henry Morton
Do Selysingah

(Signed) L.S.

A true Copy
Peter Walker

Mayor's Court at Madrasapatnam — Tuesday the 20th Day of September Anno Domini 1785

Present

Philip Stowey Esquire Mayor
Edward Garrow and Vincentio Corbett
Aldermen

Between Thomas Cogyer Citty of Madras Merchant by his Attorney Jacob Pouchon of the same Place Inhabitant Complainant and Nundagopaulachee 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 Eighty Two Star Pagodas Star Pags. 82 — together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Mem

Filed 12th Augt. 1785.

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Shows unto this Honble Court Your Orator Henry Dupuy One of the Attornies of this Honble Court that Thomas Weston of Madras Inhabitant Stands Indebted unto Your Orator in the full and just Sum of Eight Hundred and Twenty Nine Pagodas Seventeen Fanams and Twelve Cash Current Money of Madras Making and Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Three Hundred and Thirty One Pounds and Fifteen Shillings or Thereabouts as will more fully and at Large appear by an Account Current also by Copy of a Bond or Obligation given and Signed unto Your Orator on the Twenty Seventh Day of November in the Year of Our Lord One Thousand Seven Hundred and Eighty four by the said Thomas Weston hereunto annexed for the Inspection of this Honble Court both which Your Orator prays may be Admitted as part of this his Bill of Complaint And Whereas Your Orator hath frequently and in all Manner Requested Payment of the said Sums of Eight Hundred and Twenty Nine Pagodas Seventeen Fanams and Twelve Cash from the said Thomas Weston

But now so it is May it please this Honble Court the said Thomas Weston Obstinately and unwilfully refuseth 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 where for that the said Thomas Weston may upon his Corporal Oath full true and perfect Answer make to all and singular the matters herein set forth and your Orator Bill Charged as fully truely and

Effectually to all Intents and Purposes as if the Same were again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Eight Hundred and twenty Nine Pagodas Seventeen fanams and twelve 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 Thomas Weston 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 thereto 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

12th Augt 1785

Hy Du Puy
Attorney for the Complainant

This Bill was Shewn to me Between the days of Adjournment the Complainant having made Oath to the Justness of his demand and that he hath Reason to believe the defendant will depart from the Jurisdiction of this Court on hearing that this Bill is filed against him let a Summons Issue Returnable immediately and a Warrant of Arrest Issue thereon

Edwd John Hollond
Senr Res^g Alder^n

Thomas Weston in Account Current with Henry Du Puy Cr

27th To the Amount Principal of Your Bond to me of this date	785	11		By Ballance	829	17 12
10th To Interest on D^o from 27th Novr 1784 to this day is 8 Months and 13 days @ 8 per Cent ⅌ Annum	44	6 12				
Pagodas	829	17 12		Pagodas	829	17 12

Madras 10th August 1785
Errors Excepted
Hy Du Puy

Know all Men by these Presents that I Thomas Weston of Madras Merchant am held and firmly bound unto Henry Du Puy One of the Attornies of the Mayor's Court therein the penal Sum of One Thousand four hundred and Twenty Pagodas Twenty two fanams to the payment Whereof well and truly to be made to the said Henry Du Puy his Heirs Executors Administrators or Assigns I do bind myself my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my hand and Seal in Madras this Twenty Seventh day of November in the Year One Thousand Seven Hundred and Eighty four

Whereas the above bound Thomas Weston hath this day Borrowed and Received of the above Named Henry Du Puy the full and just Sum of Seven Hundred and Eighty five Pagodas and Eleven fanams to Annual Interest at the Rate of Eight per Cent per Annum payable Six Months from the Date hereof

Now the Condition of this Obligation is such that if the above bound Thomas Weston his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Henry Du Puy his Heirs Executors Administrators or Assigns the full and just Sum of Seven Hundred and Eighty five Pagodas and Eleven fanams together With Such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect, otherwise to Continue in full force and Virtue

Thos. Weston (L.S.)

Signed Sealed and Delivered
Where no Stamp'd Paper is to be had
In the Presence of
Emanuel Lt. Anderson
Leopold Peters

True Copy
H.Y. Du Puy
Atty. Complainant

Filed 12th Augt 1785

To the Honble the Mayor's Court at Madras patam

Between Henry Du Puy Complainant
and Thomas Weston Defendant

The above Named Complainant Maketh Oath and Saith that the above Named Defendant Stands justly and truely indebted unto this Deponent in the Sum of Eight Hundred and Twenty Nine Pagodas Seventeen fanams and Twelve Cash Current Money of Madras Being the principal and Interest of a Bond or Obligation by him the said Defendant given on the Twenty Seventh day of November in the Year of Our Lord One Thousand Seven Hundred and Eighty four unto this Deponent, And this Deponent has Reason to believe that the said Defendant is about departing out of the Jurisdiction of this Honble Court

H.Y. Du Puy

Fort St George 12th Augt 1785

Sworn to before me

Edwd John Holland
Alde

Mayor's Court at Madrasapatnam

Tuesday the 20th Day of September Anno Domini 1785

Present

Philip Stoney Esquire Mayor
Edward Garrow and Vincentia Corbett
Aldermen

Between Henry Du Pury One of the Attorneys of this Honble Court Complainant and Thomas Weeks 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 do therefore think fit to Order and Decree and do Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Eight Hundred and Twenty Nine Pagodas Seventeen Fanams and Twelve Cash Pagodas 829.17.12/ together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

(588)

Filed 13th Lyth 1785

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of Edward Ellis
One of the Attornies of this Hon.ble Court

Sheweth

That Your Petitioner at the time he was Admitted and Sworn an Attorney of this Hon.ble Court Omitted to Pray that he might also be permitted to Practice as a Notary Publick and there foreseeing the General Advantage such an Indulgence would be of to himself & Clients

That Your Petitioner has since perceived Most of the Attornies are also Invested to Practice as Notaries and Your Petitioner begs leave to represent to this Hon.ble Court that Many Losses and Inconveniencies have Accrued to Your Petitioner and his Clients from the Necessity they have been under of Employing a Separate Person to Act as Notary when Petitioner had the General Management of their Law Concerns

Your Petitioner therefore Hopes that this Hon.ble Court will Extend their favor and Protection to and Admit Him to Pray to be Admitted as a Notary Publick and to Practice in that Capacity

And Your Petitioner as in Duty bound will Ever Pray

Madras 24th May 1785

Edward Ellis

(589)

Filed 12th May 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Ragunah Chitty Seegaud Heir of Gollah Seegaud Chitty Dubash of Madras Inhabitant by his Attorney Lazyah Shawe of Fort Saint George Esquire That Rangaw Venatarayaw Chitty the Son and Heir of Rayeroe Veeragoo Chitty of Madras aforesaid Inhabitant Stands well and truly Indebted unto Your Orator by his said Attorney in the full and just Sum of Nine Thousand One hundred and One Pagodas Thirty Two fanams and forty Four Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Three Thousand Six hundred and forty Pounds Fourteen Shillings and Two Pence or thereabouts together with the Legal Interest from the Thirteenth Day of June in the Year of Our Lord One Thousand Seven hundred and Eighty One as will more fully and at large Appear by Course of a Bond or writing Obligation and Account Current and an Assignment together with a Letter and Subscription Severally Annexed for their Inspection of this Hon.ble Court and are Prayed by Your Orator to be Taken and Admitted as parts of this his Bill of Complaint the Originals whereof being in the hands and Possession of Your Orator and Attorney Who is Ready to Produce the same when Required and Your Orator by his said Attorney further Sheweth unto this Hon.ble Court that he hath frequently and in an Amicable Manner Required Payment from the said Rangaw Venatarayaw Chitty the Son and Heir of Rayeroe Veeragoo Rayeroe Venatarayaw Chitty Nine Thousand One hundred and One Pagodas

Thirty Two Jaranams and Forty Four Cash Current Money of Madras
together with the Legal Interest from the Nineteenth Day of June in the
Year of Our Lord One Thousand Seven Hundred and Eighty One

Buttonwoseth. May it Please this
Honble Court that the said Rangore Vencatarammo Chitty the
Son and heir of Ravore Veeragoo Chitty Obstinately and
Wilfully refuses to pay the same or to Give Your Orator any Manner
of Satisfaction touching the Premises Your Orator by his said Attorney
therefore Prays a Genral Relief may be unto this Honble Court shall Appear
Agreable to Equity and Good Conscience To the End therefore that
the said Rangore Vencatarammo Chitty the Son and Heir of Ravore
Veeragoo Chitty may upon his Corporal Oath full True direct and
Perfect Answer make to all and Singular the matters and things
herein before set forth and Alledged as fully truly Perfectly and
Effectually to all Intents and Purposes as if the same were there
Again Repeated and Particularly Interrogated and that he may
be Decreed to pay unto Your Orator by his said Attorney the said
Sum of Nine Thousand One Hundred and One Pagodas Thirty
Two Jaranams and Forty Four Cash with all Interest from the said
Nineteenth Day of June in the Year of Our Lord One Thousand
Seven Hundred and Eighty One and also all Costs of this Suit

May it Please this Honble Court to Cause the
said Rangore Vencatarammo Chitty the Son and heir of Ravore
Veeragoo Chitty to be Summoned and Required by the Sheriff of
Fort Saint George Town of Madraspatnam and the Districts
thereof Personally to be and Appear before this Honble Court at a
Certain Time and Place to be by this Honble Court Prefixed and

Complaint and further to Stand to and Abide by such Order and Decree
therein as to this Honble Court shall Seem Meet

Edward Ellis
Attorney for the Complt.

Will. Billeware Sheweth that on the Day
of Adjournment and the Complainant
having made Oath to the Justness of his Demand
and that he believes the Defendant is About to
depart from the Jurisdiction of this Court as by a
Seperate Affidavit Filed herewith Let a Summons
Returnable Immediately & a Warrant of Arrest Issue

Philip Stowey Mayor

Translation of a Bond or Obligation Dated the 21st
of Pungoney Manmath Year called Dundo or Answering to
Anno Domini the 8th of April 1757

I Rangoore Veeragoo Chitty Do Owe this Bond to
Gollah Singana Chitty that I do Lay

Our Most Urgent Occasion Have Borrowed
and Received of You the Sum of Pd 1567½ Three Thousand One
hundred and Sixty Seven and half Star Pagodas Current in Money
of Madras which Sum I promise to Pay You on Demand
With such Interest as may become Due thereon at the Rate
of Six per Cent per Annum Witnesses Mongoo alias Richards
and Naulum Luggoo Chitty by their Known Dyes Known by Some
of the Inhabitants

Signed
Paul Schreuzenaar by the Consent
of Rangoore Veeragoo Chitty

True Translation as near as can be
from the Gentoo Language

Foobaroyamp

Particulars of the Sum Paid

Paid in the Year Called Esoovara 24 of Chittera Month or 4th of May 1758 ..... } 100. " "

This Day from Pullicate by the Means of Vencatapate Paid ..... } 206. " "

A true Copy

Edward Ellis
Attorney for the Compl.t

Ravore Veeragoo Chitty in Account Current with the Gollah Singana Chitty

1758	To Cash Advanced on Bond	3156 21	1758 May 4	By Cash Received by Your Lord Vencataraumo Chitty	100	" "
	To Interest on the above Sum from the first April 1757 to 30th June 1781 is 24 Years and 30 Months at 9 per Cent per Annum	6884 2 29		By Do. Do.	206	" "
				By Interest on the above Sum from 4 May 1758 to 30th June 1781 is 23 Years to Month 8 27 Days at 9 per Cent per Annum	637	3265
				By Ballance	9101	3266
	Pagodas	10053 2 29		Pagodas	10053	2 29

For Saint George 30th June 1781
Errors Excepted
Ragavah

A true Copy
Edward Ellis
Attorney for the Compl.t

To all People to whom these Presents shall come Greeting Whereas Vencataraumo Chitty the Son and Heir of Ravore Veeragoo Chitty of Madras Inhabitant Stands Justly and truly Indebted unto Raganah Chitty Son and heir of Gollah Singana Chitty Deceased also of Madras Inhabitant in the full Sum of Nine Thousand One hundred and One Pagodas thirty Two fanams and forty four Cash Current Money of Madras together with legal Interest thereupon from the thirtieth Day of June 1781 being the Ballance of an Account Current Arising upon a Bond or Written Obligation given and Granted by the said Ravore Veeragoo Chitty the Father of Rangore Vencataraumo Chitty in his life time to Gollah Singand Chitty Deceased the Father of Raganah Chitty bearing Date the first Day of April One Thousand Seven hundred and fifty Seven. Now Know Ye that I the said Raganah Chitty the Son and Heir of Gollah Singana Chitty Deceased for a Good and Valuable Consideration to me in Hand Paid by Joseph Shawe of Fort Saint George Esquire at or before the Sealing and Delivery of these Presents the Receipt whereof is hereby Acknowledged, Have Assigned and set Over unto the said Joseph Shawe the said Debt and Interest so due and Owing as aforesaid and all my Right and Interest in and to the same and Every Part thereof and for the Considerations as aforesaid I the said Raganah Chitty Son and Heir of Gollah Singana Chitty Deceased Leave made Constituted and Appointed and by these Presents Do make Constitute and Appoint the said Joseph Shawe his Executors and Administrators my true and lawfull Attorney and Attornies Irrevocable for me and in my Name and in the Name and Names of my Executors and Administrators but for the Sole and Proper Use and Benefit of the said Joseph

Shewed his Executors Administrators and Assignes to Ask Require Demand
sue & Recover of the said Rangoral Vencatarauma Chitty the Son and Heir of
Ravana Veeragoa Chitty his Heirs Executors and Administrators the
Money so Due as aforesaid and all Interest Due and to grow due thereon
and due Next Payment Money for the said Pongala Shaw his Heirs Executors
and Administrators to Sue for and Recover the same and on Payment
thereof to Deliver and give such Receipt and Discharges for the same as
May be Necessary and Owner Most Attorney or Attorneys under him to
Constitute and what soever the said Pongala Shaw or his Attorney or Attor-
neys under him shall Lawfully Do in the Premises touching the said Ragonah
Chitty Son and Heir of Collahe Singana Chitty Deceased Do thereby Ratify
and Affirm and the said Ragonah Chitty Son and Heir of Collahe
Singana Chitty Deceased Doth thereby Covenant with the said Pongala Shaw that He the said
Ragonah will Receive the said Money Due on the said Bond or Writing
Obligatory and any Part thereof neither shall Nor will Release or Discharge
the same or any Part thereof but will Own and Allow of all Lawful
Proceedings for the Recovery thereof to be had and taken by the said Pongala Shaw
on the said Ragonah Chitty Son and Heir of Collahe Singana Chitty
Deceased Harmless and Indemnified of and from any Costs that may happen
on the Premises by Witness Whereof the said Ragonah Chitty Son
and Heir of Collahe Singana Chitty Deceased Have hereunto Set their
Hand and Seal at Madras aforesaid this 26th Day of April in the
Year of Our Lord One Thousand Seven Hundred and Eighty Five

Signed Sealed and Delivered
In presence of Ragonah Chitty
Signed Vencatarauma
A true Copy
Edward Ellis
Attorney for the Complt

Translation of a Letter in Gentoo Language From Ravana Veeragoa Chitty To Collahe Singana Chitty

I am in good Health at this Time Day &c Publicate
and You will Be Pleased to write for Your Brother Understood the
Contents of Your Letter Concerning the Money You were desired to send
down by Vencatapathy which I Understood Money is Scarce for me
Now, and if it was convenient for me I will Not Delay and Make
Wholesome Speed, Rice is come Money Due from Mr Dubois
Company, but they are in Scarce of Ready Money Therefore I write to
You in the aforesaid Manner I send 203 Star Pagodas by Vencata
Pathy, besides I paid Three Pagodas to both the Pagoy on account
No 226 Pagodas Which You Will Be Pleased to Debit in
Your Account Dont Doubt for the Money I Shall Have Shall
Receive Your Money what is Due to You as Will Be Interest Money
and as soon as I find Convenience to pay Your Money I will
send it by Vencatapathy Dont take any Suspicion that I am in
Scarce of the Money at Present Do me a favour as to Write Me
Whether any thing that lies in my Power to do for You and as for further
News You Shall Know by the Performance of Vencatapathy

A true Copy
Edward Ellis
Attorney for the Complt

Translation of a Penalty Bond Dated the 1st of September 1781

We Rangore Vencataraumo Chitty and Balakistnama Chitty, Jointly do give this Penalty Bond to Morgan Williams Esquire, that is to say

Gollah Mooderaumo Chitty Preferred a Complaint to Your Worship Against us in Regard to the Debt Contracted by Our Father, to which we Presented our Case to Your Worship that We unable to discharge the same, as also Agreed Ourselves that in Case if You find out Either of Our Estate, or Our Father or Our Brother at any where Else You are impowered to take the Same, further if we had Our Money in Our Joint Concern which Also You are impowered to take it on Account of Your Debt This by Our Consent Do give this Penalty Bond Drawn by Pachayappen Conicoply to Patna Lawney

A true Translation as Near as Can be from the Copy of Malabar Language by

Signed
Rangore Vencataraumo
Rangore Balakistnama

Signed Soobaroyam
Interpr.

A true Copy

Edward Ellis
Attorney for the Compt.

Filed 12th May 1785

In the Honble the Mayor's Court at Madraspatnam

Between Raganah Chitty Son and Heir of Gollah Singana Chitty by his Attorney Joseph Shawe of Fort Saint George Esquire Complainant and Rangore Vencataraumo Chitty the Son and Heir of Ravore Veeragoo Chitty of Madras Inhabitant Defendant

The Affidavit of the above Named Joseph Shawe

The above Named Joseph Shawe Maketh Oath and Saith that the above Named Defendant Rangore Vencataraumo Chitty the Son and Heir of Ravore Veeragoo Chitty Stands Justly and truely Indebted unto him as Attorney and Assignee as aforesaid in the full and Just Sum of Nine Thousand One hundred and One Pagodas Thirty Two fanams and forty four Cash Current Money of Madras as Stated by his Bill of Complaint, and Exhibits thereunto Annexed filed this Day and that he Verily believes the Defendant is about to depart from the Jurisdiction of the Court

Joseph Shawe

Sworn to before me this 11th Day of May 1785

Philip Stowey
Mayor

Filed 26th July 1785

The Demurrer of Raymond Taraunna Chilly Lewis & Raimi Vunga Chilly to the Bill of Complaint of Raymond Chilly Lewis and Heir of Colla Lingana Chilly his Attorney Joseph Shaw

The said Defendants by protestation Confessing or Acknowledging all or any of the matters and things and by the said Bill of Complaint Contained to be true in such manner and Form as the same are therein and thereby Set forth and alledged Doth Demur thereunto and for Cause of Demurrer these Defendants That it appears by and from the Complainants own showing that the pretended Cause of Action in the said Bill Mentioned did not accrue within Six Years next before the Exhibiting of the said Bill and that the Complainant hath not in and by the said Bill Shewn any Reasonable Cause why he the said Complainant did not Sue for the Recovery thereof within that time and that the said Bill is Exhibited for Recovering a Debt Pretended to be due from the Estate of the Deceased Colla Lingana Chilly the Father of these Defendants and Barred by the Statute of Limitations

This Defendant Appears and the face of the said Agreement or elsewhere in the said Bill of Complaint is not Alledged that Morgan Williams Esqr the Person in whom the Legal Right of Taking the Property of Thos Lynch and the said Balakistnamah Chetty is Directly Vested Hath Given Any Declaration of the uses for which Such Right was Vested in him or empowered the Complainant or any other Person to Act in and by Virtue of the Authority thereof

For Which and Divers other Causes this Defendant doth Demurr in Law unto the Complainants said Bill of Comp[lain]t and all the matters and things therein Contained and humbly Demands the Judgment of this Honble Court whether he shall be Compelled to make any other or further Answer thereunto and Prays to be hence dismissed with his Reasonable Costs and Charges in this behalf Most Wrongfully Sustained

S. Dyshan
Attorney for Defendant

Fort St. George 2d August 1785

The Answer of Ragunah Chetty Son and Heir of Collah Lingunah Chetty Deceased by his Attorney Joseph Shaw Comp[lain]t to the Demurrer of Rangoo Mooteroo Chetty Son and Heir of Rayeer Mooroo Chetty Deceased Defendant

The said Complainant saving to himself the Benefit of Standing any Thing in this his Answer and Demurrer to the said Bill of Complaint for Answer thereto or to the Benefit of Exception to the Incertainty Insufficiency and Impertinency thereof as he shall be Advised he is Ready to Answer and Demurr as the Court shall Direct and for Answer he Says that he Admits that the Defendant is Son and Heir of Rayeer Mooroo Chetty Deceased but he Denies that the Defendant is Entitled to the Property of the said Deceased as Heir at Law to his Father in Manner and Form as he the Defendant hath Alledged in his said Plea and Demurrer and this Complainant Avers that the Defendant is not Entitled to the Property of his said Father as Heir at Law thereto for that this Complainant Says that the said Rayeer Mooroo Chetty Died Possessed of Considerable Property Real and Personal and Left a Widow and Two Sons the Defendant and this Complainant and that the Defendant Entered into the Possession of the Whole of the Estate Real and Personal of his said Father and Refused to Divide the same with this Complainant Whereupon this Complainant Exhibited his Bill in this Honble Court against the Defendant praying a Partition of the said Estate Real and Personal and that the Defendant might Account for the Rents and Profits thereof and Pay to this Complainant his Share thereof and that this Complainant might be Quieted in the Possession of his Share of the said Estate Real and Personal and that the Defendant might be Restrained by the Injunction of this Honble Court from Disposing of any Part of the said Estate Real and Personal and that this Complainant might have such other Relief in the Premises as the Nature of his Case required and as this Honble Court should think fit to Decree and this Complainant Avers that the Defendant hath Disposed of Considerable Part of the said Estate Real and Personal and Refuses to Account for the Rents and Profits thereof and to Pay to this Complainant his Share thereof and this Complainant Avers that the Defendant hath Applied the Rents and Profits of the said Estate Real and Personal to his own Use and Benefit and this Complainant Avers that the Defendant hath Taken out Letters of Administration to the Goods Chattels and Credits of the said Rayeer Mooroo Chetty Deceased and this Complainant Avers that the Defendant hath Applied the Monies Arising from the Goods Chattels and Credits of the said Rayeer Mooroo Chetty Deceased to his own Use and Benefit and this Complainant Avers that the Defendant hath Refused to Account for the Monies Arising from the Goods Chattels and Credits of the said Rayeer Mooroo Chetty Deceased and to Pay to this Complainant his Share thereof and this Complainant Avers that the Defendant hath Refused to Produce the Will of the said Rayeer Mooroo Chetty Deceased and this Complainant Avers that the Defendant hath Refused to Produce the Inventory of the Goods Chattels and Credits of the said Rayeer Mooroo Chetty Deceased and this Complainant Avers that the Defendant hath Refused to Produce the Accounts of the Goods Chattels and Credits of the said Rayeer Mooroo Chetty Deceased and this Complainant Avers that the Defendant hath Refused to Produce the Accounts of the Rents and Profits of the said Estate Real and Personal of the said Rayeer Mooroo Chetty Deceased and this Complainant Avers that the Defendant hath Refused to Produce the Accounts of the Monies Arising from the Goods Chattels and Credits

Convicted thereto such Uses as he shall appoint, by which he was and
Made Executor and Executor in fact as well as Heir at Law Such
Acts being the only Means by which Creditors can know against
Whom to bring their Actions — Nor is that Heir however Bound by
the Laws of England that the Heir might not bring Actions for
Right of his Ancestor, wherein any Obligation is entered into by the
Obligee or his Legal Representative May sue the Heir, or Executor or
Administrators of the Executor at his Election and Money got upon
Execution Against the Lands which descended to the Heir —
Complainant further says that having read the Complaint
To the Usage and Customs of this East Peoples as well as the Rules of Law
And the Defendant not having even Alledged that the Complainant
Father made any Will or by his Life time or had appointed any
person to succeed and the Administration of his Affairs after his
Decease or that the Succession of his Estate was disposed of otherwise
should be determined than According to such Usages Rules and
Customs as had time immemorial been observed by his Ancestors and
Whether not the Power of the Defendant be Any by any good or
Effectual Bylaw for the to be proceeded that any Such Bylaw
could have been Made against the Purport of the Complainants
Demand the Defendant Would have stated the same in his
Answer whereupon Issue might have been taken and Witnesses
Examined instead of which the Defendant Evades entering into
the Merits of the Cause and Attempts to be put to a Clear Case by
Demurring and opposing Supposed grant of Law to the Complaint
the whole Estate of his Father and Family as Heir at Law
for the Last Creditor having any Legal Claim to the Creditors of
of which the Complainant Doubts and But this Honble Court
Take due Cognizance

all Matters of fact which are Material and Alledged in the Complt
further says that as to the Obligation being Signed by Balakistnania
the Brother of the Obligee it was done Among the presence of and by the
Especial Orders of Rawne Murugon Chitty and by him Acknowledged
ged to be binding and Effectual Against him as if Actually his
Own Act and Deed in Signature the fact being Considered as much
and Received as such before Witnesses which if the Defendant Could
have Disputed he would Doubtless have Prepared such a Plea or
Answer as Immediately have been taken and Witnesses Examined upon
that Substance of the Original Party Rawne Murugon Chitty being Confin
ined and shewn in the Letter from Pulicate, a true Translate of
which Was Annexed to the Complainants Bill of Complaint, this
Complainant hopes that the Objections stated by the Defendant will
be Removed — This
Complainant further begs Leave to observe that
this Name Pulla Moderamah Chitty mentioned as and for a Cause
of Demurrer by the Defendant to be Prosecuted and a Certain Penalty
Bond in Sterling for the Arbitration taken before Morgan Williams
Esquire under Date the 22nd September One Thousand Seven
hundred and Eighty One is the Name of their Elder Brother of the
Complainant and Then Head of the Family, but who since
departed this Life without Issue, upon which Demise the
Complainant Succeeded and became the Head of Pulla Moderamah
Chitty and Head of the Family from all which Circumstances
this Complainant Hopes that what might before Appear in
favour by him is brought and Will be Adjudged by this Honble Court
in as well Brought and Sufficient and the Case for them to pass
Judgement According to the several Acts of Parliament in
such Case made and provided — abstracts of which this Complt
begs Leave to Inspect — In the first place by an Act of Parliament
Made

Made in the Twenty Seventh Year of Queen Elizabeth Major Instituted
for removing all Doubts Entituled An Act for further Advancement of Justice in
Cases of Demurrer and Pleading Be it Enacted

For as Much as Excessive Charges and Expenses and great Delay
and Incumbrance of Justice hath grown and Arisen and Suits between
the Subjects of this Realm by Reason that Exceptions comes and Mistaking
or Want of Form in Pleading Judgements are often Reversed by Writs
of Error and often times upon Demurrer in Law given otherwise than
the Matter in Law and very Right of the Cause doth require Whereby
the Parties are Constrained either utterly to lose their Right or else after
Long Time and great Trouble and Expences to Renew again their Suits
For Remedy whereof Be it Enacted by the Queens Most Excellent
Majesty the Lords Spiritual and Temporal and the Commons in
this present Parliament Assembled and by the Authority of the
Same that from hence forth after Demurrer Joined and Entred in
any Actions or Suit in any Court of Record within this Realm the
Judges shall proceed and give Judgement According to the very
Right of the Cause and Matter in Law shall Appear unto them
Without Regarding any Imperfection Defect or Want of Form in any
Writ Return Plaint Declaration or other Pleading Process or Course of
Proceeding whatsoever, except those only which the Party Demurring
shall Especially and Particularly set down and Express together
with his Demurrer And that no Judgement to be given shall
be Reversed by any Writ of Error for any such Imperfection Defect
or Want of Form as is aforesaid Except such only as before Except

Which Clause or Estatute from thence unto this Time of Parliament hath all
the Matters and Things therein Expressed Inacted and Enjoined
by another Act of Parliament made in the fourth Year of the Reign of
Queen Anne Chapter 16 Entituled An Act for the Amendment of the Law

and the better Advancement of Justice whereof the following Words Viz

For the Amendment of the Law in Several Particulars and for
the Easier Speedier and better Advancement of Justice Be it Enacted by the
Queens Most Excellent Majesty by and with the Advice and Consent of the
Lords Spiritual and Temporal and Commons in this present Parliament
Assembled and by the Authority of the same that from and after the
first Day of Trinity Term which shall be in the Year of Our Lord One
Thousand Seven Hundred and Six Where any Demurrer shall be Joined
and Entred in any Action or Suit in any Court of Record within this Realm
the Judges shall Proceed and give Judgement According to the very
Right of the Cause and Matter in Law shall appear unto them without
Regarding any Imperfections Omissions or Defects in any Writ Return
Plaint Declaration or other Pleading Process or Course of Proceeding
Whatsoever Except those only which the Party Demurring shall Express
Specially and Particularly set down and Express together with his Demurrer
And Notwithstanding that such Imperfections Omissions
or Defects might have been Taken to be Matter of Substance and
not Aided by the Statute made in the Twenty Seventh Year of Queen
Elizabeth Entituled An Act for the further Assurance of Justice and Speed of
Demurrer and Pleading in such where the Court may give Judgement
According to the very Right of the Cause

Wherefore the Complainant by Way of further Answer to the Defendants
said Demurrer says that the Demurrer of the said Defendants by
him so Demurred is Insufficient and Uncertain in Manner and Form as by
the said Bill of Complaint is set forth and Alledged and for that the
Defendants in their said Bill have fully stated Alledged and Set forth matters
sufficient for the Complainant to be Entitled to the Discovery and Relief
by his Bill Complained of and to the Benefit of the said Defendants
Answer thereto for any thing the said Defendants have Alledged
Judgement thereof for any thing in the said Demurrer and otherwise the Matters
Charged or Set forth in the said Demurrer ought not to be Admitted
if Sufficient fully Confessed by the said Defendants to Demurrer but this

Complainant

Complainant Says, that nothing can be Allowed therein to be taken and Received by this Honble Court as any Cause of Abatement in or by the Defendants said Demurrer, because, was there any Reason or Just Cause to preclude this Complainant or deprive him in any Manner of his Right of Action it ought to have been shewn and set forth in a Plea and Answer — for it hath been Adjudge, that if a Defendant in an Action of Debt on a Bond who has a good Defence on the merits, should by Advise of Council hazard his Cause on a Demurrer, which is adjudged against him, this Mistake of Council will not be allowed in Chancery as good Cause of Relief — this Complainant futher Saith that the Matters Charged in his Bill of Complaint against the Defendant being unrefuted, and that he has not only Possessed himself of his Fathers Estate, but sold part and Converted the Money to such Uses as he pleased without Regarding Just Creditors And this Complainant having fully Joined to the Defendants Demurrer he hopes it will appear to the Satisfaction of this Honble Court that in Justice Equity and Right, he is not by any thing the Defendant have alledged Precluded or deprived of his Right in Action in manner and form as by him is preferred — Wherefore he humbly Prays the Judgement of this Honble Court as in and by his said Bill of Complaint he hath already Prayed with such Exemplary Costs in this Matter as to this Honble Court shall Appear Right —

Edward Ellis
Attorney for the Defendant

Extract from the Minutes of a Court Held at the Town Hall on Friday the 30th Day of September Anno Domini 1785

Present

James Call Edward Garrow
William Webb John Menzies
Robert Ewing George Savage
Vencentio Corbett and Josias Du Pre Porcher
Aldermen

Raganah Chitty Son and Heir of Gollah Singanah Chitty Deceased by his Attorney Joseph Shawe
vers
Rangore Vencataraumoo Chitty Son and Heir of Tavore Veeragoo Chitty Deceased

Bill Read
Affidavit Read
Demurrer Read
Joinder Read

The Demurrer and Joinder Coming on to be Argued and Determined this Day in the Presence of the Attornies on both Sides On hearing the Pleadings and Arguments Made Use of by the Attornies and the Court having had due Consideration thereon are of Opinion that the Pleas made Use of by the Defendant in his Demurrer are good and Sufficient This Court doth therefore think fit to Order and doth Accordingly Order that the Defendants Demurrer be held Good and that the Complainants Bill do stand Dismissed with Costs —

A true Extract

Filed 29th Sept. 1783.

To the Honble the Mayor's Court at Madrás Spatium

Humbly Complaining Sheweth unto this Honble Court Your Orator Macodale Cundale Master Owner of the Brigantine Called the Cawder Bawa and Burden about three hundred and Sixty Tons That Cuthbert Fenwick late Commander of the Ship Success Galley Stands indebted unto Your Orator in the Sum of and just Sum of Thirty four Thousand Two hundred and Fifty Nine Pagodas Stated Fanams and Sixty four Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fourteen Thousand One hundred and three Pounds and Fifteen Shillings Sterling or Lawful Money of Great Britain as will more fully Appear by the Copy of an Account Current and Affidavit hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays May be taken as part of this Your Orator's Bill of Complaint the Originals whereof are in Your Orator's Possession and Ready to be produced When required and Your Orator Sheweth that the said Brigantine Was the Property of Your Orator who was Trading with Her on the Coast of Coromandel in the Month of April Which was in the Year of Our Lord One Thousand Seven hundred and Eighty One and a little to the Southwards of Cuddalore when she was Captured by the said Cuthbert Fenwick at the Your Orator was then and had always been under the Protection of and Trading with the English and had at that time a Pass to their Sanction and Protection bearing

Honble Company on the Coast which he did then shew and both before and since shewed a great Respect in favour of the English in all Particulars and since shewed a great Respect in favour of the English in all Particulars of Commerce and Your Orator shews that the Invoice or Bill of Lading of the Cargo of the said Brigantine Cawder Bawa whereof is hereunto Annexed will sufficiently shew that the said Vessel was not Neutral but was Entirely English and subject to Contrary to the usage of Neutral Loaded with any Enemies Property as by the said Invoice or Bill of Lading will more fully and Your Orator further shews that the said Cuthbert Fenwick did not shew nor could he have shewn any Lawful Commission which might Authorize him Seizing the said Brigantine or any other Vessel whatsoever the said Success Galley being as Your Orator Charges the Property of His Highness Nawab Walla Jah and Consequently the Property of the English Nabob of the Carnatic and Claimed by the said Cuthbert Fenwick and under Pretence of Commerce but without any Commission to Seize Capture any Ships or Vessels whatsoever and the Ships or Vessels of Persons and Friends Dependants of the said Nabob as Your Orator can Shew that there was always Peace and Friendship between the said Nabob and Your Orator and that by the Conduct of the said Cuthbert Fenwick he was Injured and Damaged to the Amount of Fifty Thousand Pagodas Stated Fanams and Sixty four Cash and that the said Sum of Thirty four Thousand Two hundred and Fifty Nine Pagodas Stated Fanams and Sixty four Cash was Paid by Mariner Expended the Payment of the said Sum of Thirty four Thousand Two hundred and Fifty Nine Pagodas Stated Fanams and Sixty four Cash

To the End Therefore that the said Cuthbert Fenwick Obstinately and Wilfully Refuse to pay the same to Your Orator may Personally be and Appear before this Honble Court to Answer the Premises and Stand to and Abide such Order and Decree therein as to this Honble Court shall

Appear Agreeable to Equity and Good Conscience To the End therefore that the said Cuthbert Fenwick 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 the said Cuthbert Fenwick may Particularly set forth whether he did not Capture the said Brigantine at the time and in manner aforesaid and whether he was not Hooded as stated and the said Invoice Copy whereof is hereunto Annexed, and whether he shewed any Commission or authority for Seizing the said Brigantine or Whether he has or had any such Commission and if he hath that he may produce it and that he may be decreed to pay unto Your Orator the aforesaid Sum of Sixty four Thousand Two hundred and fifty Nine Pagodas Fifteen Fanams and Sixty four Cash with all Costs Interest as now is or shall thereafter become due thereon also Costs of the Suit

May it please this Honble Court to Cause the said Cuthbert Fenwick 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 Complt and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

L. Lynham
Attorney for the Complt

29th Septr 1780
Let Billwas Sworn to and Subscribed Between the Days of Adjournment Before me Thos Hodges Mayor

Court Day

W. Hodges Mayor

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