Block

Book No

[illegible]

[illegible]

1784 to 1789

Marriages Cont

Index to Records for Anno 1787

A

[illegible] John WW Richard [illegible] . . . . . . Deed 112.
[illegible] by his Attorney William Bell WW Stephen [illegible] . . . Deed 196
[illegible] Hugh [illegible] WW [illegible] . . . . . . Deed 213.
[illegible] Browning WW Cumberland [illegible] . . . . Deed 418.
Alexander Henry WW Hugh Vaughn . . . . . . Deed 485.
[illegible] John WW George Baker . . . . . . Deed 571.
[illegible] Browning WW Edward London . . . . Deed 746.

B

[illegible] by his Attorney Charles [illegible] WW Jack Pollock . . . Deed 129.
[illegible] James WW [illegible] Benton . . . . . . Deed 154.
Baker Charles WW [illegible] Browning . . . . Deed 506.
Barton Augustine WW [illegible] Cherry . . . . Deed 554.
[illegible] WW John Charles [illegible] . . . . Deed 579.
[illegible] WW Henry Lindsay . . . . . . Deed 785.

C

[illegible] WW Daniel Mackenzie . . . . . . Deed 64.
[illegible] WW [illegible] . . . . . . Deed 108.
[illegible] WW James Fisher . . . . . . Deed 122.
[illegible] by his Attorney [illegible] WW Abraham Angell . . . Deed 169
[illegible] by his Attorney [illegible] WW [illegible] . . . Deed 226.
[illegible] WW [illegible] . . . . . . Deed 270.
[illegible] WW Richard [illegible] . . . . . . Deed 405.
[illegible] . . . . . . 459.
[illegible] WW Henry Lindsay . . . . . . Deed 484.
[illegible] WW [illegible] . . . . . . Deed 502.

D

De Mello Joseph by his Attorney Francis de Souza Vers. Vurdapah Chitty . . . Decree 86.
Domingo Vincelestin D'Roza Vers. John Smith . . . Decree 163.
Du Puy Henry Vers. John Smith . . . Decree 173.
Davison Gabriel Vers. Rundy Vencata Lowmy . . . Decree 180.

E

F

Fanner John Vers. Yelavarty Audeapah . . . Decree 309.
Fryer John by his Attorney Robert Hughes Vers. Alexander Fannen . . . Decree 631.

G

H

Hacker John Vers. Samuel Crawford . . . Decree 549.

I

[illegible] Suzannah Chitty Vers. Madena Bibby . . . Decree 117.
[illegible] Tauker and Vencanada Tauker Vers. [illegible] . . . Decree 434.
[illegible] Charles . . . Petition 551.
[illegible] Moodeliar Vers. [illegible] . . . Decree 455.
[illegible] Vers. [illegible] . . . Decree 625.

K

L

Leigh John Vers. [illegible] . . . Decree 30.
Lucille Michael by his Attorney [illegible] Vers. Thomas [illegible] Administrator of the Estate of the late [illegible] . . . Decree 51.
L[illegible] and David [illegible] Vers. Henry Lindsay . . . Decree 134.
Lamont John Vers. Joseph [illegible] . . . Decree 158.
Lowe Edward Vers. John Philip Fabricius . . . Decree 184.
L[illegible] Vers. John Smith . . . Decree 261.
L[illegible] Vers. Samuel Crawford . . . Decree 330.
Lindsay Henry Vers. Edward Allen . . . Decree 334.
Lucille Michael by his Attorney John [illegible] Vers. Henry Lindsay . . . Decree 521.
L[illegible] Louis [illegible] Vers. [illegible] . . . Decree 549.
Ditto . . Ditto . . Vers. Ditto . Ditto . . . Decree 553.
L[illegible] Moodelly Vers. [illegible] . . . Decree 588.
Lucille Michael by his Attorney John [illegible] Vers. [illegible] . . . Decree 824.

M

[illegible] Moodeliar [illegible] by his Attorney Emanuel Lewis [illegible] Vers. [illegible] Moodely . . . Decree 59.
[illegible] Vers. Stephen [illegible] . . . Decree 220.
[illegible] by his Attorney William [illegible] Vers. [illegible] Naik . . . Decree 278.
[illegible] . . . Decree 432.
[illegible] Vers. Abraham [illegible] . . .

Mendez George and Francis Rawlins Vers Miguel de Rosario .. Decree 173.
Myla Vencatacha Moodeliar Vers Annah Sawmy .... Decree 542.
Mellar Edward Vers Vencatachellum .... Decree 564.
Mowbray George by his Attorney Henry Alexander Vers Myla Tarre Cootty Pillah .... Decree 724.
Myla Cyahomdalliar Vers Yeermauda Bottoo .... Decree 775.

N

Negapah Chitty Vers Richard Johnston .... Decree 65.
Vandiamsaukam Narraina Moodelly Vers Vencatachellah Chitty Decree 134.
Ninapah Vers James Barter .... Decree 257.
Narrain Chitty by his Attorney Simon de Souza Vers Shake Dowlah Decree 412.
Nimmo Erskine Vers [illegible] Hewarth .... Decree 4[illegible].
Nacodah Cundah Malim Vers Cuthbert Fennick ..... Estate . 615.
Negapah Chitty Vers Richard Johnston .... Decree 718
Nedimpauly Vaupiah Vers Connacapully Rungamada ..... Decree 72[illegible].

O

Oakes Thomas by his Attorney Isaac du Pré Porcher Vers Thomas Davis Lloyd and James Kealer .... Decree 187.

P

Poirich Lewis by his Attorney William Balfour Vers Agavilly [illegible]
Pigou John Vers Thomas Thrupshirlow .... Decree 313.
Pursheh Chitty by his Attorney Collah Lingonah Vers Richard Johnston ... Decree 3[illegible].
Palack Zacharias Vers John Corley .... Decree 412
Pigadah Nimapah Naik Vers Vennay Lingam Modeli[illegible]

Patty Chitty Vers Richard Johnston .... Decree 620.
Puraputam Dane Naik by his Attorney Hillar Chitty Vers Vedanmada .... Decree 822.

Q

R

Robinson Richard Vers Richard Johnston .... Decree 623
Ramapillah Vers James Iyahandellum .... Decree 679
Robson John Vers Sambadoo .... Decree 763.
Ramalingah Moodeliar by his Attorney Francis Batcheler Vers Tiffliam Ennapah Sawmy .... Decree 816
Ramanande .... Petition of 830.

S

[illegible] Vers Thomas Pelling and Alexander Cooke .... Decree 148.
Subonzan .... Petition of 319.
[illegible] Sheik Vers Charles Bodwell .... Decree 418.
Ditto Ditto Vers Henry Lindsay .... Decree 426.
[illegible] .... Petition of 449.
[illegible] .... Petition of 450.
[illegible] Chitty by his Attorney Daniel Mackenzie Vers Candaphine ... Decree 472.
[illegible] Bryan Administrator of William Roland [illegible] Vers Thomas [illegible] Decree 659.
[illegible] Muttiah Moodeliar Vers [illegible] Baduchum ..... Decree 775.
[illegible] Moodeliar Vers Richard Johnston .... Decree 817.

T

Tindavah Chitty by his Attorney Agostinho Anthunes Vers Arunachalah Naick .. Decree 74.
Taundavarayen by his Attorney Francis Balchelor Vers Crotty Chenry Modi .. Decree 253.
Tegarayah Chitty and Cauree Chitty Vers Thomas Umfreville .. Decree 293.
Tanjore Ramah Sawmy Chitty Vers William Gardner and Thomas Baxter .. Decree 313.
Tottecalla Cashiva Moodelliar Vers Latchemana Pillah .. Decree 340.
Trunmanam Nella Chinlom by by his Attorney Thomas Osborne Vers Yaganabram Moodelly and Muttiah Moodely .. Decree 396.
Trunquesally Modo Conarapah Mistry by his Attorney Emanuel Luis Andrews Vers Yarromevetty Vikam Trunagada Pillah .. Decree 444.
Taylor George .. Petition of 451.
Tonyre Colyrie John Vers Verah Sawmy Iyer .. Decree 721.

V

Verragagam Moodeliar Vers Thomas Sm .. Decree 78.
Ditto .. Ditto Vers Dennis Phillipps Colander .. Decree 202.
Villayah Chitty Vers Henry Lindsay .. Decree 258.
Verrah Sawmy Chitty Vers Thomas Cornell .. Decree 345.
Veragagam Moodeliar Vers Pulla Villay Bagavanden .. Decree 432.
Vuntaswaram Ramah Sawmy Vers Kistnachellapullah Sanapaty Moodeliar Decree 462.
Villaya Chitty Vers Henry Lindsay .. Decree 546.

U

Umfreville Thomas by his Attorney David Young Vers William Gardner .. Decree 306.

W

X

Y

Z

Filed 27 July 175[illegible]

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court [illegible]

[illegible] Great Britain [illegible]

[illegible]

Thirty Two 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 Hon.ble Court to Cause the said Pancala Narrain to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Hon.ble Court at a Certain time and place to be by this Hon.ble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon.ble Court shall Seem Meet.

Chas. Bromley
Att.y Complainant

24th July 1784 —
This Bill was Shewn to me
between the Days of Adjournment
let a Summons issue thereupon
returnable next Court Day —
John Menzies
Mayor

Pancala Narrain in Account Current with John Lloyd — Cr.

17	To Your Promissory Note of Hand of this Date	600	-	-	
26	To Interest on the above Sum from the 17th June 1784 to this Day is 1 Month and 7 Days @ 12 p Cent p Annum	7	11	32	
	Pagodas	607	11	32	

1784 July	7	By Cash Received in part this Day	48	-	-
	25	By Interest from the 7th July to this Day is 18 Days @ 12 p Cent p Annum	-	12	-
		By Ballance	559	1	32
		Pagodas	607	11	32

Fort St. George 25th July 1784
Errors Excepted
p John Lloyd

Seven Days After Date I promise to pay to Mr. John Lloyd or Order, Six hundred Pagodas, for Value Received, with Lawfull Interest —

(Signed) Puncala Narrain

June 19th 1784

Pag. 600 . .

Witness

(Signed) Anna Sawmy (A True Copy) Chas. Bromley
Atty. Complainant

Endorsed on the back

Received of Puncall Narrain forty Eight Pagodas in Acct. of the within Bill July 9th 1784. As by his Receipt (Signed) John Lloyd

Filed 27th July 1784 —

In the Honble the Mayor's Court at Madraspatnam

Between John Lloyd of Madras Inhabitant Complainant and Puncala Narrain of the same place Inhabitant Defendant —

The Affidavit of John Lloyd

The above named Deponent John Lloyd maketh Oath and Saith that the above Named Defendant Puncala Narrain is truly and justly Indebted unto him this Deponent the full and just sum of Five Hundred and fifty Nine Pagodas [illegible]

Thirty two Cash —

27th July 1784 —
Sworn to before me
John Menzies
Mayor

John Lloyd

Filed the 23rd Septr 1784 —

Answer of Puncala Narrain of Madras Inhabitant to the Bill of Complaint of John Lloyd 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 Errors, Uncertainties, Insufficiencies, and Imperfections in the said Complainant's Bill of Complaint and in the Account Current thereunto annexed Contained for Answer thereunto, or unto so Much thereof as this Defendant is Advised is any ways Material for him to Answer unto, he this Defendant Answereth and Saith, that he absolutely denies to stand Indebted unto the said Complainant in the full and just Sum of Five hundred and fifty Nine Pagodas, four Fanams, and Thirty two Cash Current Money of Madras, as the same is mentioned and stated set forth and Stated in the said Complainant's Bill of Complaint, and in the said Account Current thereunto Annexed but Admits to be Indebted to the said Complainant in only the Sum of Two hundred and forty Eight Pagodas, Thirty Fanams and Twenty two Cash Current Money of Madras aforesaid, as the same will [illegible]

Account Annexed for the Inspection of this Honble Court and which he this Defendant Prays May be Admitted as part of this his Answer the Original of which is in the Custody of this Defendant and ready to be produced to this Honble Court when ever he shall be thereunto Required, and this Defendant further Answereth and saith That by Comparing the said Account Current Annexed to the Answer of this Defendant and with what is Annexed to the Complainants said Bill of Complaint, it will Appear that the said Complainant has totally omitted to Credit this Defendant With the Sum of Three hundred and two Pagodas, [illegible] fanams and five Pagodas, and [illegible] fanams, lent to him the Complainant in the beginning of [illegible] fanams for interest Our Lord One Thousand Seven hundred and [illegible] the present Year of Need and in distress for Cash Applied to this Defendant for [illegible] in part Payment of this Defendants [illegible] Defendant for more Six hundred Pagodas, and this Defendant Promissory Note of hand of Condition unable to Relieve this [illegible] otherwise than by lending to him the said Complainants Note of hand from One Captain [illegible] the Complainants Promissory Which the Complainant Readily [illegible] in favour of [illegible] Provided this Defendant could get the said [illegible] to take and Endorse the same over to him the Complainant [illegible] Willingly offered to do, and Accordingly [illegible] this Defendant himself to draw the Endorsement [illegible] the Complainant this Defendant got the said Endorsement on the back of the said Note, and Which this Defendant [illegible] the same, Which the Complainant had [illegible] to the Complainant, and Without any force or Violence [illegible] and of this Defendants said Promissory [illegible] Pagodas, and afterwards [illegible] Note of hand of Six hundred [illegible]

Complainants the Complainant had no Right to [illegible] Account giving this Defendant Credit for the Amount in the Account Current Annexed to his Bill of Complaint, this Defendant having therefore debited the said Complainant for the same in the said Account Current Annexed to this Defendants Answer, Particularly to this Defendant having granted the said [illegible] immediately after such endorsement and [illegible] Obligation for the Amount of the said endorsed Promissory Note of hand. And this Defendant further Answereth and saith that the said Complainant proceeded to Europe without having Paid the Wages of some of his Servants, and the Rent of a [illegible], which this Defendant was obliged to discharge on Account of his engagements with, and for him, on Account of the Complainant, Amounting to the before mentioned Sum of Five Pagodas, and thirty six fanams which also the Complainant had declined to Credit this Defendant with in the Account Current Annexed to his Bill of Complaint, this Defendant hath therefore debited him the said Complainant for the Amount in the Account Current Annexed to this Defendants Answer, Consequently and from the whole of the said Matters and things this Defendant with the said Complainant the before mentioned [illegible] Ballance or Sum of two hundred and forty Eight Pagodas, thirty fanams and twenty two Cash, and [illegible] and which this Defendant was, and is still ready and Willing to pay to the said Complainant —

All which Matters and things this Defendant is ready and willing to Aver, Justify, Maintain and prove as this Honble Court shall direct and humbly Prays to be hence dismissed with his reasonable Costs and Charges in this behalf [illegible] Wrongfully Sustained — Peter Walker

(8)

Dr. — John Loyd in Account Current with Pancala Narrain — Cr.

			Rs.						Rs.		
1784 July	14	To Your Acceptance of Captain [illegible] Promissory Note of hand with Interest in favour of and having [illegible] the same [illegible] in part payment of my said Promissory Note [illegible] [illegible] Bond or Obligation for the Amount	1302	33	.	1784 June	14	By My Promissory Note of hand of this date	600	"	"
		To Cash paid [illegible] Promissory Note of hand	[illegible]	.	.	July	15	By Interest from the 14th June to this day 1 Month and 1 day @ 12 per Cent per Annum	7	14	32
		[illegible]	3	.	.				607	14	32
		To Cash paid [illegible]	.	6	.						
		[illegible]	2	.	.						
		[illegible]	2	[illegible]							
			[illegible]	[illegible]							
		Balance due [illegible]	[illegible]	[illegible]							
		Rupees	607	14	32			Rupees	607	14	32

[illegible] 15 July 1784

Errors Excepted [illegible] Signed Pancala Narrain

Witness John [illegible]
Atty for [illegible]

(1)

(10)

Filed the 25th Octr 1751

(11)

The Replication of [illegible] of Madras Inhabitant to the Answer of [illegible] Narrain of the same place Dubash

The said Replicant 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 of the said Answer for Replication thereunto saith, that he will aver and prove that his said Bill of Complaint to be true certain and sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby set forth and Declared, And that the said Answer of the Defendant is altogether untrue and unjust, The said Replicant for further Replication says, that the Defendant [illegible] and justly and truly indebted unto the Replicant in the Sum of [illegible] Hundred and fifty nine Pagodas four fanams and thirty two Cash, as set forth in the Account Current annexed to the Replicant's Bill of Complaint, Notwithstanding what the said Defendant in his Answer says to the Contrary. The Replicant further says, that he cannot admit of the Defendant's Account Current annexed to his Answer, because the same is founded on an Untruth and is erroneous in [illegible] particular Errors as the Replicant now begs leave to set forth as part of this his Replication, That in the first place the Account Current annexed by the Defendant to his Answer [illegible] and [illegible] the same [illegible] and [illegible] to the Replicant or any Demand made in the [illegible] Replicant for the amount Charges of the several Articles therein [illegible] the Replicant further says, that the Defendant

Servant for the Management of the Replicant's Concerns in India, the Replicant being Chief Mate of the Fortitude Indiaman, [illegible] Gregory Commander, which Ship was some time in the Year 1782 taken by the French and the Replicant also taken Prisoner and with sundry other Persons delivered over by the French unto Hyder Ally, by whom the Replicant was confined for a considerable Time, during all which, or the greatest part of the Time, the Defendant was in Possession of Cash and Property to the Amount of Three Thousand and [illegible] Hundred Pagodas and upwards, the Replicant saith that on the [illegible] Day of January in the present Year 1784 the said Defendant and the said Replicant settled all their Accounts, when a Ballance was found in favor of the Replicant to the Amount of Six Hundred and Eighty five Pagodas, thirty four Fanams and fifty Cash and on the [illegible] Day of the said Month of January a Promissory Note was given to the following purport "Seven Days After Date I promise to pay to Mr. [illegible] or Order Six Hundred Pagodas for Value received with lawfull Interest. Signed [illegible] Witness Anna [illegible] dated January 1784" [illegible] Eighty five Pagodas thirty four fanams and fifty Cash the Ballance of the said Sum at the Time of signing the Note [illegible] or thought of. The Replicant further says in Reply to what the Defendant after [illegible] Answer that the Replicant had totally omitted to Credit the Defendant with the Sum of Pag. 23.8[illegible] for the said Replicant [illegible] Prepared himself to go as Chief Mate on board the [illegible] Middlesex [illegible] in the [illegible] bound to China, he Called upon the said Defendant to take up his Promissory Note of Hand [illegible] Amount whereupon the said Defendant [illegible]

a Note of Hand from Lieut. Edward Pollard for Pag. 238.22 and 40 Cash under date the 2d of February 1784 payable with Interest after the rate of 12 per Cent per Annum unto One Swamy Dubash an Entire Stranger to the Replicant and whom the Defendant said had not Influence sufficient to get the Amount from the said Lt. Edwd. Pollard, whereas there was a Possibility of the Replicant prevailing on the said Lieutenant Edward Pollard to pay, whereupon the Replicant was induced to take the Note endorsed by the said Swamy under date the [illegible] of July 1784 but the Replicant says he did not mean nor was it the intention of the parties at the time that this Note so Endorsed should be accepted in part payment of the demand the Replicant had on the Defendant, the Experiment was to be tried whether any Money could be got on the said Note if so then so much of the Produce was to be carried to the Defendant's Credit as was received by the Replicant from the said Lieut. Edward Pollard the Replicant further saith that the Promissory Note of Hand was tendered to him by the said Lieutenant Edward Pollard who pleaded his Inabilities to pay the Replicant at the time and [illegible] of the Defendant Applied several Gentlemen Attornies in the [illegible] Court who demanded payment but with as little success, and as the Promissory Note of Hand was not payable to Bearer but Order, it was found that the Endorsement was not a sufficient Authority for the Replicant to sue the said Lieut. Edward Pollard and that it was necessary a Power of Attorney for that Purpose should be [illegible] to the Replicant, there were Circumstances [illegible] the Transaction

Servant for the Management of the Rep.ts Concerns in India The Replicant being Chief Mate of the [illegible] Indiaman [illegible] Gregory Commander, which Ship was some time in the Year 1782 taken by the French and the Replicant also taken Prisoner and with sundry other Persons delivered over by the Frenchmen to Hyder Ally by whom the Replicant was confined for a Considerable Time, during all which, as the Replicant [illegible] of the time the Defendant was in Possession of Cash and Property to the Amount of Three Thousand and Four Hundred Pagodas and Upwards, the Replicant Saith that on the tenth Day of June in the present Year 1784 the said Defendant and the said Replicant Settled all their Accounts, when a Ballance was found in favor of the Replicant to the Amount of Six Hundred and Eighty five Pagodas, thirty fanams and fifty Cash and on the Same tenth Day of the said Month of June a Promissary Note was given to the following purport. "Seven Days After Date I promise to pay to Mr. [illegible] or Order Six Hundred Pagodas for Value received with lawfull Interest. Signed [illegible] Witness [illegible] dated twenty [illegible] 1784 Eighty five Pagodas thirty fanams the Ballance of the said Sum [illegible] at the time of signing the Note required or thought of. The Replicant further Saith in Reply to so much of the Defendants Answer that the Replicant had Omitted to Credit the Defendant with the Sum of Pa. 23.801 and Pa. 23.801 for the said Replicant saith that having Prepared himself to go as Chief Mate in the Middlesex then in the Road of Madras and bound to China he Called upon the Defendant to take up his Promissary Note of Hand by [illegible] then upon the Defendant [illegible]

a Note of Hand from Lieut. Edward Pollard for Pag. 238.22 and 40 Cash Under date the 2nd Feby 1784 payable with Interest after the rate of 12 per Cent per Annum payable to One Swamy Dubash an Entire Stranger to the Replicant and whom the Defendant said had not influence sufficient to get the Amount from the said Lt. Edwd. Pollard, whereas there was a Possibility of the Replicant prevailing on the said Lieutenant Edward Pollard to pay, whereupon the Replicant was induced to take the Note indorsed by the said Swamy under date the 10th July 1784 but the Replicant saith he did not mean nor was it the intentions of the parties at the time that this Note so Endorsed should be Accepted in part payment of the demand the Replicant had on the Defendant, there being an Experiment to be tried Whether any Money Could be got on the said Note, for that so much of the Produce was to be Carried to the Defendants Credit as was received by the Replicant from the said Lieut. Edward Pollard the Replicant further saith that the Promissary Note of Hand was tendered by him to the said Lieutenant Edward Pollard who pleaded his inabilities to pay the Replicant at the desire and request of the Defendant Applied several Gentlemen Attornies in the [illegible] Court who demanded payment but without a little Success and as the Promissary Note of Hand was not payable to [illegible] order, it was found that the Endorsement gave no power or Authority for the Replicant to Sue the said Lieut. Edward Pollard and that it was necessary a Power of Attorney for this purpose should be [illegible] to the Replicant, these were Circumstances [illegible] Defendant [illegible] the Transaction of all the Affairs of this Replicant, as well as this Negociation in Particular, the said Note of Hand as it now appears is of no value to the Replicant, he cannot by Law nor Equity Recover it of the Drawer as being a Note of Hand no ways Negotiable without the Express Words or True Spirit and meaning of the Statute, the Replicant further Says, he is humbly of an Opinion, and is Advised, that he is not Obliged to give Credit either to the said Drawer or the Defendant for the said Note of Hand untill the amount is Recovered and as the Drawer has Refused to pay the Replicant has a Right to Resort to the Defendant pursuant to his promissory Note of the 17th June 1784, Such Note of Hand of the said Lieut. Edward Pollard the Replicant Says, he is and then was Ready to deliver up to the Defendant whenever thereto required, the Replicant further Says, that it appears Very Extraordinary that the Defendant should have pretended to have made up his Account to the very day that the Replicant made up his Account on the Note of Hand, being only two days before the Bill of Complaint was filed by the Replicant, a Copy of which Account the Defendant has [illegible] to the Replicant, who is and was a Stranger to the Several Small Charges for Cottee Hire and Servants Wages, as included in the Defendants Account Annexed to his Answer, the said Replicant further says he frequently before his departure for China, in the latter End of July aforementioned applied to the said Defendant for Payment, Who always evaded the same, and the Replicant could obtain no Satisfaction Whatever from the Defendant, to the great Detriment to the Replicant by reason of his not being able to [illegible] his Money in Trade According to his Privilege as Chief mate, the Replicant further Says That the Defendant [illegible]

of any Artifice to Evade payment to this Court and not first to bail it being Offered, and taking an unnatural time of Three Months to draw up his Answer, when only as many days Would have been Sufficient, and the Replicant Says, the Defendant Appears to be a Stranger to what he has Related in his Answer, as he neither knows the Sum of the aforementioned Lieut. Edward Pollards Promissory Note of Hand, or the date thereof, and therefore it may be Supposed, the Defendant has asserted what he is Entirely ignorant of, the said Replicant further Says, that in Order to Demonstrate to this Honble Court that the Replicant never meant or intended or that it never was the Idea of the Defendant, that the Promissory Note of Lieutenant Edward Pollard should go in part discharge of the Promissory Note of Hand of the Defendant for Pagodas 6[illegible] that at the time the Replicant Received the Sum of Pagodas 45 Under date the 9th July 1784, for which the Defendant has Credited the Replicants Account Current Annexed to the Bill of Complaint, that a [illegible] was taken by the Defendant to be the same Endorsed off the back of the said Promissory Note in the following Words: Recd of [illegible] forty Eight Pagodas on Account of the within Bill July 9th 1784 as by his Receipt Signed John Lloyd, the Replicant Says that had it been understood by the parties that the Acceptance of Lieutenant Edward Pollards Bill [illegible] to this Replicant, who was [illegible] and the amount Endorsed off the back of the said Note for 6[illegible] as well as the Pagodas 45 Which Endorsement [illegible] the same [illegible] date of the Endorsement of Lieut. Edward Pollards Note [illegible] the Replicant further [illegible] other Articles things [illegible] the least Shadow of an intention in the Replicant to receive the title of Lieutenant Warrants without the Pay or proper would be of no Service at this time to the Replicant, it was the Case as the Replicant Was bound on a Voyage to China and wanted ready Money, the More Especially so after the Replicant had experienced such Misfortune as he did by long Confinement and bad Usage, the Replicant having no other Resources in India but what the Defendant his Dubash had in his Hands; and which the Replicant verily believes he shall Lose, as the Defendant tenders making the Legal Tender in Court of what he pretends is the Ballance due To the Replicant.

All which Matters and Things this Replicant is Ready to Aver maintain and prove as this Honble Court Shall direct and humbly prays as in and by his said Bill of Complaint he hath Already Prayed.

Chas. Bromley
Attr. Repl.t

Filed 30th Novr 1784.

The Rejoinder of Puncala [illegible] of Madras Dubash Defendant to the Replication of John [illegible] 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 Uncertainty and Insufficiency of the said Replication for Rejoinder saith that the Answer of this Defendant is true, Certain, and Sufficient in the Law to be Replied unto, and he also saith and avers to his said Answer as 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 the same and every of them are therein Alledged and expressed, and this Defendant further saith that the said Replication of the said Complainant is Uncertain, Untrue, and Insufficient in the Law to be Rejoined unto by this Defendant for the many Defects and Imperfections therein Contained, and that the same is a Contrivance and made to the end to give some feigned Colour for Maintaining the said Bill in this Honble Court, to the trouble and Vexation of this Defendant, as may Appear. Nevertheless this Defendant doth still absolutely deny to stand Indebted unto the said Complainant in the Sum stated by him in his Account Current annexed to his said Bill of Complaint, but Admits to be indebted unto the said Complainant in the Sum of two hundred and forty Eight Pagodas thirty four Fanams and twenty five Cash as stated in the Account Current annexed to the Defendants Answer which at the time the said Complainant pretends that the last Answer [illegible] nor was the said Answer ever shewn to him nor any Demands have been made on him for the Account Charges till this Defendant says that this will by no means avail him the Compl.t This Defendant Admits that all their Accounts were Settled and a Ballance of six hundred and Eighty five Pagodas thirty four Fanams and fifty Cash appeared due to the Complainant and to have on the Nineteenth day of June One thousand Seven hundred and Eighty four Granted him a Promissory Note of Hand, the Contents as Contained

Contained in the Complainants Replication. He also admitted that the Complainant did Call upon this Defend.t to take up this said Promissary Note of Hand and as this Defend.t Was then in a Situation able to discharge the same, offered and the said Complainant did willingly Accept of a Note of Hand of Lieutenant Edward Pollard for Two hundred and Twenty Eight Pagodas Twenty Two fanams and forty Cash dated fourth Day of July One Thousand Seven hundred and Eighty four payable With Interest at Twelve per Cent per Annum unto one Sawmy Dubash and Accordingly endorsed the same over to the Compl.t on the Seventh Day of July One Thousand Seven hundred and Eighty four. It being then meant and intended by the Parties aforesaid, to be taken and Accepted in part payment of the demand of the said Complainant on this Defendant but no Agreement or Contract had ever been then, or before, or after that time made, that whatever Moneys could be Recovered on the said Note of Hand, and if so then so much as could be got to be Carried to the Credit of the said Defendant which this Defendant hopes he will be able to make good to the Contrary and this Defend.t is Advised that notwithstanding the said Promissary Note is not payable to the said Sawmy Dubash, or his Order, the Endorsement or Assignment thereof did in the Case give good and proper Authority for the Complainant to whom it Was transferred, to sue or Prosecute the said Lieutenant Edward Pollard for the Amount, and if a Power of Attorney had been any Ways Requisite, which this Defendant Conceives there was no Necessity for, the said Sawmy Dubash would have readily Granted the Complainant One if he had Required it of him, and Whereas the Transferee hath Accepted of the said Note of Hand

in

in part Payment of his Debt, or for any Certain Consideration, It is Unreasonable for him to Resort on the Transferer for the Amount, because he has entirely Given up his Right to the same, and totally debarred thereby from Coming on the said Lieutenant Edward Pollard for Payment, who is not to make Satisfaction to both the Transferer and the Transferee, for One and the same Note of Hand; This indeed Appears rather to be the express Words and meaning of the Statute Made and provided for such and the like Cases, and the Complainant in Consequence Ought to give this Defendant Credit for the Amount of the said Note of Hand at the time the Complainant Received it, and not therefore no Right at all to Resort on this Defendant for full payment of his said Note of Hand of the Nineteenth Day of June One Thousand Seven hundred and Eighty four. The Astonishment of the said Complainant to this Defendants having made up his Accounts to the Very day that the said Complainant had made his very [illegible] not Paid and unsettled, and which said Account of this Defendant would have been presented to the said Complainant, had he Remained on the Coast at least if he had Required it of this Defendant, and doth notwithstanding maintain the Charges of Coolie hire and Servants Wages to be true and just Charges. This Defendant absolutely denies the Complainant to have frequently and at the end of July Applied to this Defendant for Payment and to have evaded him from it either in Court or otherwise, by bad Bail, or by Obtaining the unnatural term of three Months to Answer to his Answer, his Indisposition Rendered him unable to write for that time. The Rest and Residue of the Complainants said Replication Contain nothing but needless Repetitions and Arguments, which if particularly Rejoined unto, Will only Confound, darken and Perplex the true and Real State of the Case equally to the legal and Lawfull Acceptance of the said

Note

Note of Hand of Lieutenant Edward Pollard in favour of and for the said Lawrence Dubuisson the said Complainant then [illegible] and Concluded the bargain and payment of this Defendant's Note of Hand, and further Saith that the [illegible] [illegible] and unwarrantably and for by the said Complainant particular and many [illegible] [illegible] Contract had been Executed or passed between the said Complainant and this Defendant for to Credit this Defendant for [illegible] from the said Lieutenant Edward Pollard, and [illegible] this Defendant should be Accountable to the Complainant for the full Amount of his said Note of Hand, and if this Agreement or Contract [illegible] said the Complainant would have [illegible] for Certain [illegible], and that in all Probability [illegible] Reducing the said Agreement or Contract [illegible] having got it to be executed by this Defendant [illegible] the said Note of Hand of Lieutenant Edward Pollard which Would have delivered and Acquitted this Defendant from Giving and Granting the said [illegible] Bond for the Amount [illegible] and to whom this Defendant is now liable for the payment thereof

9 All which Matters and Things this Defendant is Ready and Willing to Aver [illegible] as this Honble Court shall Direct and [illegible] by his said Answer [illegible]

Peter Walker
Atty for Defendt

Interrogatories to be administered to all and every the Witness or Witnesses to be produced sworn and examined in a certain Cause now depending [illegible] Complainant [illegible] Inhabitants Complainant [illegible] Inhabitants [illegible] Defendant

On the part and behalf of the Defendant

1st Do you know the said [illegible] the Complainant and Defendant in the Title of these Interrogatories [illegible] If Yea how long have You so known them [illegible]

2 Did or Did not the Defendant Lawrence Chill [illegible] in July One thousand Seven hundred and [illegible] Deliver and execute [illegible] a certain [illegible] for the Payment of the Sum of [illegible] [illegible] Consideration [illegible] Complainant [illegible] Note of Hand [illegible] Lieutenant Edward Pollard [illegible] Consideration was [illegible]

Was the said Bond or Obligation then Delivered and Executed by the said Defendant to the said Sawmy, or any other and to whom; and why did the said Sawmy Obtain the same in the Name of the said Rangapah Naick, and did You or did You not Seal and Subscribe Your Names as a Witness to the said Bond or Obligation or any other and to what Writing and at whose Instance and Request did You so Witness the same, and do You know or do You Not know of any, and what Agreement either Verbal or otherwise having passed at the time of the Execution of the said Bond or Obligation or any other and when between the said Complainant and Defendant or any other and between whom respecting the Money that should be Recovered and Received upon the said Note of Lieutenant Edward Pollard or any other and what Writing indorsed over to the Complainant by the said Sawmy as aforesaid for the Defendant or any other and whom to have Credit for only such Money as Might be Recovered thereupon or any other and how by the said Complainant or any other and by whom or whether the said Complainant had or had not taken upon himself the Consequences of such a Recovery or any other and what was the Purport of such Agreement the whole You know touching these Matters together with the Reasons of such Your Knowledge and Belief declared

To Rangasoy and Cundapah Pullay — 3 —

You know or do You not know of a Certain promissory Note of Hand or any other and what Writing given by Lieut. Edward Pollard or any other and by whom to one Sawmy or any other and to whom for the Principal Sum of Two hundred and twenty eight Pagodas Twenty two fanams and forty Cash or Any other and to what Amount being indorsed over by the

said

said Sawmy or any other and by whom to the Complainant or any other and to whom for and on Account, and in part payment of a Debt or any other and what then due and owing to the Complainant or to any other and to whom from the Defendant or any other and from whom and did the Complainant and Defendt or did they not Agree at the same time or any other and when that he the Defendant or any other and whom was to have Credit for only the Money that should be Recovered by the Complainant or any other and by whom upon the said Note of Lieutenant Edward Pollard or any other and upon what Writing or whether the Complainant had or had not absolutely taken upon himself the Consequence which may Attend the Recovery of the same and what then might have been the Purport of the Agreement that passed between the said Complainant and Defendant and did the Defendant or did he not in Consideration of the said indorsed Promissory Note of hand or any other and what Writing deliver and execute to the said Sawmy or any other and whom a Bond or Obligation or any other and what Writing for the Sum of Three hundred and two Pagodas and Thirty three fanams or for any other and what Sum, and Was the said Defendant or was he not afterwards several times or at any other and how many times hard pressed and Importuned by the said Sawmy or any other and by whom for payment of the said Bond or Obligation or any other and what Writing and did the said Defendant or did he not some time after the departure of the said Complainant from Madras or any other and when and how long after pay on Account of the said Complt or any other, and on what Account four Pagodas and thirty six fanams or any other and to what Amount for the hire of a Cottu the Rent of a Table and Wages to his Servants or any other and any

What Amount and to whom by name was the same Regularly paid to them which You know touching these Matters together with the Reasons of such Your knowledge and Belief Declare.

To Rangapah Naick ——— 4 ——— Is [illegible] a Relation of Yours and to what degree is he Related to You and did he or did he not sometime in July One Thousand Seven hundred and Eighty four or any other, and when Obtain from the Defendant or any other and of whom a Certain Bond or Obligation or any other and what Writing in Your Name, or any other and in whose name for the Sum of Three hundred and Two Pagodas and thirty three fanams or any other and to what Amount and whose Property is the Amount of the said Bond or Obligation and for what reason was the same thus obtained in Your Name and was the said Bond or Obligation or was it not so delivered and executed by the Defendant or any other and by whom to the said Sawmy or any other and to whom for and in Consideration of the said Sawmy or any other and [illegible] over or any other and [illegible] a Certain Promissory Note of Two hundred and Twenty eight Pagodas twenty two fanams and forty Cash or any other and to what Amount [illegible] of the said Sawmy or any other and in whose favor and for what Consideration was the said Bond or Obligation delivered and executed by the said Defendant to the said Sawmy [illegible] or was he not some afterwards and when [illegible] other and how many times [illegible] paid and [illegible] the said Sawmy or any other, and [illegible] Bond or Obligation or any other [illegible] You know touching these Matters [illegible] Such Knowledge and Belief Declare.

To all the Witnesses ——— 5th ——— Do You know or can You tell any other Matter or thing Material for the said Defendant in this Cause If Yea declare the same as You know or do Believe together with the Reasons of such Your knowledge and Belief.

Peter Walker
Attorney for Defendant

Mayor's Court at
Madraspatnam

Between John Boyd of Madras Inhabitant Complainant and Pancalaw Sawmy of the same Place Inhabitant Defendant.

On the Part of the Defendant

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

Ranganoy of Madras Dubash Aged 30 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant on the 16th Day of May 1785 Appeared at the Office of Mr Charles Bromley who is Attorney for the Complainant [illegible] also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1 ...... To the first Interrogatory this Deponent saith that he doth know the Complainant John Boyd in this Cause and that he hath so known him about [illegible] Year, and that he doth know the Defendant Pancalaw Sawmy in this Cause and that he hath known him many Years. And more [illegible] saith not to this Interrogatory.

3 ...... To the third Interrogatory this Deponent saith that Captain

Pollard gave his Note of hand the Amount of which nor the Reason of its being given this Deponent Cannot tell but to one Sawney who Afterwards indorsed the same to the Complainant Mr Loyd that in consequence of the Bills being made over to Mr Loyd Sawney demanded the Money but Mr Loyd kept the Bill and desired Sawney to demand payment from the Defendant who he said would pay him that the Defendant upon being asked for the Amount gave his note in favor of Sawney which is in full of his debt to Sawney This Deponent does not know of any conditions or Agreement made between the Complainant and Defendant concerning the payment of the said Bill but he remembers that a Bond the Amount of which he does not know was executed by the Defendant in favor of Sawney and delivered to him that the Defendant Paucalaw Narrain did pay this Deponent then Keeper of him for a Table and then Engaged to another person for the hire of a Cottle [illegible] to this the 2nd Interrogatory

J. Spalding

Examined

Dr. Paucut Narrain in Account with John Lloyd Cr.

	Rs.		
To Cash as by Note bearing date Jany 20th 1782	3424.	4.	-
To 5 Casks Containing 111 Gallons @ 5/3 Rs ... Coolie 3. Expences ... 2	61.	5.	-
To 2 [illegible] @ 4 Pairs and 4 Hammers @ 2½	94.	-	-
To 3 Firkins Butter @ 8/	24.	-	-
To Sundries as will Appear by the Account of Particulars	190.	21.	50
Total	3793.	30.	50
June 16th 1782 Balance Due	685.	30.	50
	3108.	-	-

By Cash Remitted to England as pr Bill March 15th 1782	3000.	-	-
By Cash paid Mr [illegible] as by Rect Decr 3. 1782	108.	-	-
Total	3108.	-	-

Error Excepted
John Lloyd

N.B. The Eighty five Rupees thirty Annas fifty Cash in the Ballance of this Acct was not required of Sawney When he gave his Note for the six hundred pound Very personally ... John Lloyd

Seven Days After date I promise to pay to Mr. John Lord or Order, Six hundred Pagodas, for Value Received with Lawfull Interest

June 19th 1784
Pag.s 600 " "

Pancala Lazarin

Witness

Anna Lawrence

[illegible]

Received of Pancala Lazarin [illegible] Eight Pagodas on Account of the Within Bill July 9th 1784 to be his Receipt

John Lord

I Promise to pay Lawrence the Sum of Two hundred and Eighty Eight Pagodas Twenty two Fanams fully Cash with Interest of Twelve per Cent from this Date.

St. Thomé
4th Feb.y 1784

Edward Pollard

To Capt.n Edward Pollard

Sir, Please to pay to Mr. John Lord or Order, the Contents of the within Note on Demand for Value Recd. of

July 9th 1784

Your Obt. Servt.
Lawrence Lubach

Sir,

We lately sent you your Promissory Bills which you must Oblige [illegible] Would [illegible] being struck off [illegible] Notes [illegible] paid to Mr. [illegible] I am [illegible] and will be Satisfied with a Draft on [illegible] Bengall payable in Six Months & the mean time bearing Interest I am Ready to make that Settlement immediately.

I am Sir
Your Most Obt. Humble Servant
Edward Pollard

St. Thomé
12 July 1784

[illegible] Ellis Esq.r

Sir,

I have received Yours of Saturday Morning this instant and have in Answer to Acquaint You that I have no other Means of paying the Note than by a Draft at Six Months as I before Acquainted You if that will Answer You shall be settled with immediately.

I am Sir
Your Most Obt. Servant
Edw.d Pollard

Monday
Mor.n
July 26th
[illegible] Lord

Mayor's Court at Madraspatnam } { Tuesday the 30th Day of August Anno Domini 1785.

Present —

L:S

Philip Stowey Esquire Mayor
James Call and John Menzies
Aldermen —

Mayor's Court

Between John Boyd of Madras Inhabitant Complainant and Pamala Narrain of the same Place Inhabitant Defendant —

Court of Appeals at Madraspatnam } Saturday the 30th December Anno Domini 1786.

Between Pamala Narrain of Madras Inhabitant Appellant and John Boyd of the same place Inhabitant 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 Worshipful the Mayor's Court together with the Decree of the said Court pronounced in this Cause on Tuesday the 30th day of August Anno Domini 1785 upon the 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 Worshipful the Mayor's Court do stand affirmed and that the Appellant's Petition be hereby Dismissed with Costs —

By Order

Chas. S. White Clk

Filed 20th Septr 1734

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Michael [illegible] of [illegible] in the Parish of Saint Martin in the Fields and County of Middlesex in the Kingdom of Great Britain Merchant by his Attornies Rowland Lambert and Patrick Allen that James [illegible] Alexander Cuthbert, Robert Ewing and Josias Du Pré Esqrs. of Madras, Nicholas Holloway of London and Mr. Ward of Coleraine alias Mr Ward of Londonderry being the Executors and Executrix named in the Last Will and Testament of Mr Robert Ward deceased and whereof Thomas [illegible] and Alexander Cuthbert have Obtained Probate under the Seal of this Honble Court and have therefore taken upon them the Burden and Execution of the said Will of the said Robert Ward. That the said Robert Ward stood indebted unto Your Orator in the full and Just sum of Two Thousand six hundred and fifty nine Pagodas forty two 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 thousand and [illegible] Pounds Nineteen Shillings and [illegible] Pence as [illegible] will more fully Appear by an Account Current and a Power of Attorney Copies whereof [illegible] 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 the Custody of Your Orator's said Attornies and ready to be Produced before 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 Two Thousand Six Hundred

and Fifty Nine Pagodas Forty Two fanams and Four Cash.

But now so it is and may it please this Honble Court the said Executors Obstinately and Wilfully Refuse to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises. Your Orator [illegible] a General Relief such as to this Honble Court shall appear agreeable to Equity and Good Conscience. To the End therefore that the said Executors 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 alleged as fully truly and Effectually to all Intents and Purposes as if the same were here again repeated and Purposes as if the same were here again repeated and Particularly Interrogated and that the said Executors May be Decreed to Pay unto Your Orator the aforesaid Sum of Two thousand Six hundred and Fifty Nine Pagodas Forty Two fanams and four Cash with all such Interest as now is or shall then after become due thereon and all Costs of this Suit.

May it Please this Honble Court to Cause the said Executors 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.

S. Popham
Attorney for Complt

21st September 1734
This Bill was shown [illegible] before me [illegible]
[illegible] Summons [illegible]
Returnable the Next Court Day.

John Menzies
Mayor

Dr. The Estate of Captain Robert Wood in Account Current with Michael Lascelles Cr.

			Pag.	fa.	C.
1775 August	1	To Your Note of hand	1000	-	-
		To Lieut. Wheate's Bill left with You	15	-	-
December	14	To a Bill on Mr. Carmichael of Calcutta January 1st 1776 for Rupees 1250 @ 2.15 p Rupees in Pag.	355	16	-
1776 March	24	To Cash paid You by Doctor Bird Rup. 533⅓	150	-	-
1777 January	1st	To the Amount of Goods sold at Major Wood's Outcry belonging to me as p Account furnished me by Your	255	7	4
1784 September	12th	To Interest on the above Sums from their respective Dates @ 10 p Cent p Annum till this Day			

	yrs	ms	ds	P.	fa.	C.
On Pag. 1000 for	9	1	12	911	30	-
Do. 355	8	9		310	22	10
Do. 150	8	5	19	127	1	70
Do. 255	7	7	24	195	2	10

	Pag.	fa.	C.
	1544	17	12
	3319	42	12
Pagodas	3319	40	14

Madras

			Pag.	fa.	C.
1775 November	24	By Cash Received from Mr. Cobham	50	-	-
1777 September	24	By Mr. Draft on You in favor of John Butler	125	-	-
1779 September	24	By Your Draft on Messrs. Jacobs and Ewing dated February 22d 1779	187	-	-
1780 September	24	By Mr. Draft on You in favor of John Grant dated February 3d 1780	53	-	-
1784 September	12	By Interest on the above Sums from their Respective Dates to this Day at 10 p Cent p Annum			

	yrs	ms	ds			
On Pag. 50 for	8	9	9	43	39	30
Do. 125	6	11	19	87	5	20
Do. 187	4	11	19	92	41	60
Do. 53	3	11	19	21	1	60

	Pag.	fa.	C.
	244	43	11
	659	43	10
By Balance	2659	42	4
Pagodas	3319	40	14

12th September 1784.

Errors Excepted

Rowley Lascelles
Attorney of Michael Lascelles Esqr.

A true Copy
A. Popham

Know all Men by these Presents That I Michael Lascelles of Salisbury Street in the Parish of Saint Martin in the Fields and County of Middlesex in Great Britain Merchant Have Made Ordained Constituted and appointed and by these Presents Do Make Ordain Constitute and Appoint and in my Place and Stead put and Depute Rowland Lascelles of Madras in the East Indies Gentleman and Patrick Moir now residing in London but Shortly Intending to Sail for the East Indies aforesaid Gentleman Jointly and Severally my true and Lawful Attornies or Attorney for me and in my Name and for my Use and benefit to Apply to Ask Demand Sue for Recover and Receive of and from all and every person or persons whatsoever whom it doth shall or May Concern all Such Sum and Sums of Money Bonds Bills of Exchange Notes of Hand Debts and Demands whatsoever Which now is or are due and Owing or that shall or may at any time or times hereafter Accrue or become due and owing unto me from any person or persons whatsoever in the East Indies aforesaid and on Receipt or payment thereof or of any part thereof for me and in any Manner or otherwise to give Sign Seal and Execute good and Sufficient Receipts Acquittances and other sufficient Discharges for the Same And I do hereby Give my said Attornies jointly or severally my full and whole power and Authority to Liquidate Adjust and finally Settle all and every the Debts and Accounts whatsoever now depending or hereafter to depend between me and any other person or persons in East Indies aforesaid And I the said Michael Lascelles do hereby also further Authorize and Empower my said Attornies or either of them for me and on my behalf to Receive and take into their or either of their Possession Custody or power all such Goods Wares and Merchandizes as I shall or may at any time or times hereafter Consign or cause to be Consigned to them or either of them and for me and after Receipt thereof to Sell and Dispose of the said Goods Wares and Merchandizes to the best Advantage for my benefit or for the best price or Prices that can or May be Reasonably had or Obtained for the same and at Time or Times in Such way and Manner as my said Attornies or either of them shall judge Most Expedient for such Goods and Merchandizes or to Consign to sundry other Goods and Merchandize in Exchange for the same And Generally for me and in my Name to do perform and Execute all and every such further and other Lawful Acts Matters and things as my said Attornies or either of them shall think Requisite and Proper to be done in and About the premises by Virtue of these Presents And I do hereby Ratify and Confirm all and whatsoever my said Attornies and Attorney and their or his Substitutes or Substitute shall Lawfully or Reasonably Act or do therein in as full and Ample a Manner to all Intents and Purposes as I myself might or Could do if Personally Present In Witness Whereof I the said Michael Lascelles have hereunto Set my hand Seal the Twentieth Day of May in the Year of Our Lord One thousand Seven hundred and Eighty two

Sealed and Delivered
(being first duly Stamped)
In the Presence of

Jas. Farris
Chas. Ryland

Mich: Lascelles (L.S.)

A true Copy
L. Popham

Filed 20th Septr 1784—

In the Honble the Mayor's Court at Madraspatnam

Between Michael Lascelles by his Attornies Rowland Lascelles and Patrick Allen Complainants

and

Thomas Higginbotham, Alexander Cuthbert Robert Ewing and Louis Du Pré [illegible] of Madras Nicholas Skottowe of London and Mrs Wood of Coleraine also Mrs Wood of London being the Executors and Executrixes Named in the Last Will and Testament of Major Robert Wood Deceased—

The above Named Rowland Lascelles Maketh Oath and Saith that he hath Made out the Account Current whereof a Copy is Annexed to the Bill of Complaint filed therein in the above Cause from the Original Instructions and Papers Transmitted from the Above Named Michael Lascelles and that it appears to this Deponent and therefore he hath reason to believe that the Estate of the Above Named Robert Wood is Indebted unto the said Michael Lascelles in the full and Just Sum of Two thousand Six hundred and Fifty Nine Pagodas Forty Two fanams and Forty Cash as Stated in the said Account together with Interest thereon from the Twelfth day of this Instant September being the date up to which the said Account was made until full Payment be Made—

Rowley Lascelles

Sworn in Madras
this 20th Day of September
1784— Before me
John Menzies Mayor

T. Popham
Attorney for Complainants

Filed 1st Octr 1774—

The Answer of Alexander Cuthbert of Fort Saint George Merchant one of the Executors Named in the Last Will and Testament of Robert Wood Esquire a Captain of Infantry in the Service of the Honble the United English East India Company under their Establishment of Fort Saint George on the Coast of Coromandel Defendant to the Bill of Complaint of Michael Lascelles of Salisbury Street in the parish of Saint Martin in the Fields in the County of Middlesex Wine Merchant by his Attornies Rowland Lascelles and Patrick Allen Complainants.

This said Defendant Now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the Complainants said Bill of Complaint For Answer thereunto or unto so Much thereof as he is Advised is Materially Necessary for him to make Answer unto Answereth and Saith And for further Answer this Defendant Answereth and Saith that the said Robert Wood abovementioned did sometime in the Month of June in the Year of Our Lord 1781 having a Will and therein did Appoint Thomas Higginbotham a Lieut. in the said United Company's Service Robert Skottowe of London, Mrs Wood of Coleraine in the Kingdom of Ireland and Mrs Wood of London together with this Defendant Executors and Executrixes that this Defendant soon after his said Decease proved the said Will and Obtained Probate thereof the said Robert Ewing and Josias Du Pré Porcher, having Declined to Act and did Not at any time interfere in the Business of the said Executorship; by Virtue of which Probate, this Defendant did Possess himself of all and Singular the Goods, and Chattels, Rights and Credits of the said Robert Wood as were to be found in India; this Defendant further Answereth that in Consequence of such his Right as Executor he did Sell and Dispose of the Sundry Goods and Chattles of the said Robert Wood Save and Except a Small Case of Sundry Jewells Appearing to be the property of Mrs. Mary Wood the Wife of the Deceased and a part of her Paraphernalia, and which had been Deposited by the said Robert Wood in his lifetime in this Defendants Hands for the better Safety of the same, this Defendant further Saith, that he received Sundry Sums of Money from Sundry Persons Debtors to the Estate of the said Robert Wood but was not able to Collect in the Whole of what was due to the said Estate by reason of the troubles Existing on the Coast of Coromandel, and the Inability of the Parties to Pay, this Defendant further Answereth and Saith that he has made a true and perfect Inventory of such part of the said Robert Wood's Estate and Effects, that have come to his Knowledge, and also a true Account of his Executorship as far as he was able, and Saith to do, the greatest part of the said Robert Wood's Estate having been Remitted by the said Robert Wood in his life time to his Attornies in London Amounting to upwards of 25000 Pagodas or 10,000 Pounds when the same were Remitted is made over to the said Executors in London, this Inventory and the Account Current have been Sworn to and filed in the Registers Ordinary Office of this Honble Court, Copies of which have been delivered to the Sundry Persons interested under the Will of the said Robert Wood, this Defendt further Answereth and Saith, that by his Account Current there Appears to be a Ballance in favor of the Estate of 178 Pags [illegible]

and 24 Cash which Sum this Defendant Retains in his Hands to make good such Charges and Expences as he is unavoidably obliged to be at to Reimburse himself for the Sundry Services attending his Duty as an Executor, this Defendant further Saith that it was some Considerable time after the Decease of the said Robert Wood that Thomas Higginbotham took out a Probate of the Will of the said Deceased, but what he did on the Estate of the said Deceased, this Defendant cannot set forth, as he never held any Correspondence With the said Thomas Higginbotham on the Same, this Defendant begs leave of this Honble Court Tends to Answer such part of the Complainants Bill as are Charges against the Estate of the said Robert Wood, that the said several Charges Contained in the Account Annexed to the Complainants Bill of Complaint have been by this Defendant compared with the Books of the said Deceased Robert Wood and found Right, But this Defendant begs leave to Observe and remark, that some time after the said Robert Wood's Decease, Rowley Lascelles as Attorney for the Complainant Applied to this Defendants Books for payment of the Ballance of an Account Current between the said Deceased and the said Complainant who Shews him the Inventory and the Accounts of the said Robert Wood's Estate, whereupon Consultation is held by the said persons when it was thought Advisable that the Demand should be made on the Executor and Executrix in London, as the Complainant was then himself and now Especially as the Account Current produced was made up of Compound Interest, the said Rowley Lascelles having thus made his Election on Account of his Brother the Complainant, the said Rowley Lascelles Remitted the whole of this Transaction to the Complainant in London, who has since Written to the said Rowley Lascelles that he can get no Satisfaction from the Executor and Executrix in England how this came about, or for what Reason the Executor and Executrix in England refused satisfaction to the Complainant, are Matters of which this Defendant is ignorant of but supposes some Cross or material Error is found out by the Executors in which they and the Complainant are at Variance upon, this Defendant says he is much surprized that the said Complainant did not prefer a Bill of Complaint in Chancery to Compell the Executor and Executrix in England to Account as that would have been the Most Regular Way more Especially as the Complainant was and now is in Possession of the Original Voucher, as the said Rowley Lascelles has informed this Defendant's Proctor, this Defendant further Answereth and saith, that soon after the Death of the said Robert Wood, certain persons in England Creditors of the said Deceased did by Powers of Attorney apply to this Defendant's Proctor for payment of their respective Demands who were referred to the Executor and Executrix in England in the same manner as the said Rowley Lascelles and no Opposition or Demurr thereto has come to the Knowledge of this Defendant or his said Proctor, so that this Defendant has no other Reason to believe but that some material Objection to the Complainant's Demand has been Stated by the Executor and Executrix in England, or that the Complainant hath no Right of Action against this Defendant as Executor aforesaid —

All which Matters and things this Defendant is Ready and Willing to Verify, maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully sustained

8th October 1784
Sworn to before me
John Menzies Mayor

Alex Cuthbert

Filed the 1st December 1784

The Replication of Michael Lascelles of Salisbury Street in the Parish of Saint Martin in the Fields in the County of Middlesex Wine Merchant by his Attornies Rowley Lascelles and Patrick Allen Complainant to the Answer of Alexander Cuthbert of Fort Saint George Merchant One of the Executors Named in the Last Will and Testament of Robert Wood Esquire Deceased

This Replicant by his said Attornies now and at all times hereafter saving and Reserving unto himself all and all manner of benefit and Advantage of Exception to the Defendant's Answer for Replication thereunto saith that all and every the matters and things in and by his said Bill of Complaint alleged and he will aver, Maintain and prove to be good certain and sufficient in the Law to be Answered unto in such manner as the same are therein set forth and declared and that the Answer of the said Defendant is uncertain and insufficient in the Law to be by this Replicant Replied unto for the divers manifest imperfections and insufficiencies therein Contained the benefit of Exception whereunto being Now and at all times saved unto this Replicant. This Replicant for further Replication saith that he doth aver and will Maintain that the said Defendant as Executor of the said Robert Wood is justly and truly indebted unto this Replicant in the full and just Sum of Two thousand six hundred and fifty Nine Pagodas forty two fanams and forty Cash as set forth and Stated in this Replicant's Bill of Complaint and in the Account Annexed thereunto. Notwithstanding what the said

Defendant hath in his Answer Alledged to the Contrary this Replicant further saith that in the Year One thousand seven hundred and Eighty One Rowland [illegible] One of this Replicant's Attornies in India Applied unto the said Alexander [illegible] for the payment of the Debt due by the Estate of the said Robert Wood unto this Replicant and produced the said Account Current Copy whereof is Annexed to this Replicant's Bill of Complaint which said Account Current was by the said Defendant Compared with the Books of the said Deceased Robert Wood and found Right but the said Defendant Acquainted the said Rowland [illegible] that he had Neither Money or Effects to pay off the said Deceased and besides to the Executors and heirs of the said Robert Wood in England saving that there were Ten Thousand Pounds Remitted to them during the life time of the said Robert Wood and this Replicant further Saith that the said Attorney Rowland [illegible] had [illegible] Applied unto the said Defendant for an Account [illegible] of the said Robert Woods Effects which he had got [illegible] and this Replicant further Saith that he was Informed by the said Attorney Rowland [illegible] of all that passed between him and the Defendant and in Consequence thereof this Replicant Applied unto the Representatives of the said Robert Wood in England for the discharge of the said [illegible] [illegible] Answered that they had not Received any Accounts with Vouchers from the Executors [illegible] therefore they knew nothing of the [illegible] Nor did they Acknowledge [illegible] of the said Robert [illegible] to them [illegible] therefore Appeared [illegible] which Attorney [illegible] of the said Claim [illegible]

in India who had taken Charge of the same and on that Account therefore this Replicant hath by his said Attorney Commenced his Action Against the said Estate in this Country and all the property of the Concern Acknowledged to the Defendant after a Comparison of the same with the Books of the Deceased this Replicant by his said Attorney hopes for Judgment for the Amount thereof and as for the Box of Pearls which the Defendant says doth Appear to be the Particular property of Mary Wood the wife of the Deceased and a part of her Paraphernalia and which had been Deposited by the said Robert Wood in his life time in the hands of the said Defendant for the better safety of the same this Replicant saith that the said Box of Pearls was given into the Charge of the Defendant by the said Robert Wood for the better Security thereof in the Time of the [illegible] War and when the duties of his Station [illegible] but the Deceased did not leave any [illegible] Defendant that [illegible] Accident [illegible] to his Wife [illegible] Mary Wood Considered them to be her [illegible] any Application for them at the [illegible] after the Death of the said [illegible] the Defendant could [illegible] property to the said [illegible] the Defendant [illegible] and this [illegible] that had the said [illegible] Attorney [illegible] Deceased [illegible] thereof in [illegible] Amount would have been [illegible] Attorney would have been made by the said Mary Ward Personally and not by her Husband and therefore the presumption is that the Husband Supported his Title to the property thereof by his mode of behaving in the delivery thereof by himself to the Defendant but this Replicant by his Attornies saith that the Law respecting Paraphernalia which is the term acknowledged by the Defendant to apply to the Jewels in question will decide the Right of this Replicant to have the same sold for the Discharge of his Claim on the Estate of Robert Ward for Judge Blackstone writing on that Subject saith as follows —

" Neither can the husband devise by his will during his life
" Perhaps he hath the power (if unkindly inclined to exert it) to sell
" them or give them away But if she continues in the use of them
" till his death, she shall afterwards retain them against his
" Executors and Administrators and all other persons except
" Creditors where there is a Deficiency of Assets And her Neces-
" sary Apparel is protected even against the Claim of Creditors"

This Replicant by his Attornies saith that he has a preferent Right over the said Jewels for Account of the deficiency of Assets but by the wrong conduct of the husband respecting the same who seems to have carried in his life time the very Power he hath by Law over the same —

All which Matters and Things this Replicant hopes to prove to the satisfaction of this Honble Court and therefore prays Judgment as in and by his Bill he already hath and that the said Jewels may be subject to be sold as already prayed towards Satisfying the Decree of this Honble Court in this Cause

Filed 1st Feby 1785 —

The Rejoinder of Alexander Cuthbert of Fort Saint George Merchant One of the Executors Named in the Last Will and Testament of Robert Ward Esquire a Captain of Infantry in the Service of the Honble the United English East India Company under their Establishment of Fort Saint George on the Coast of Coromandel Defendant to the Replication of Michael Lascelles of Salisbury Street in the parish of St Martin in the Fields in the County of Middlesex Wine Merchant by his Attornies Rowley Lascelles and Patrick Allen Replicant —

The said Defendant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception that may be had or taken to the many Errors Uncertainties and Manifest Insufficiencies and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto or unto so much thereof as this Defendant is Advised is material or necessary for him to Rejoin unto he Rejoineth and saith that his Answer to the Replicants Bill of Complaint and all and singular the matters and things therein Contained are good true Certain and sufficient in the Law to be Replied unto in such manner and form as the same are therein set forth and Alledged and that the said

Replication of the said Complainants to be very Uncertain Evasive and insufficient the said Defendant saith that he hath in his Answer set forth as the Law Directs a true and perfect Account of his Executorship as likewise of the demand that the aforementioned Rowley Lascelles made on the Defendant for Account of his Brother Michael Lascelles the Replicant, and the Defendant did also in his said Answer State the Election that the said Rowley Lascelles made on Account of his said Brother Michael Lascelles, who deeming it Best for the Interest of his said Brother to Receive the Money from the Executor and Executrix in London than to receive the Same in India, this Election being so made the said Michael Lascelles ought to have Recourse by Law against the Executor and Executrix in England where the Greatest Part of the Deceased's Property remained all India Wares then, it was natural to Suppose that the Account between the said Michael Lascelles and the Estate of the said Deceased Robert Wood would with more precision have been Settled to the satisfaction of the Parties, the said Defendant further Says that he is in no ways Acquainted with any Especial of letting the Attorney for the Replicant [illegible] a Circumstantial Statement of the Deceased Robert Wood's Effects in India but on the Contrary the several Accounts were produced and shewn to the said Replicant Attorney Rowley Lascelles who was informed by the Defendant his Representatives of every material matter and thing relative to the Estate of the said Deceased, the Books of Account being produced and the Account of the Replicant found to be right the Defendant further Says that the Box of Jewells Deposited by

in left time with the said Defendant were Jewells the Property of and belonging unto Mary Wood the then Wife of the aforesaid Robert Wood the Testator and by him Deposited with the Defendant on Account of the Troubles then existing on the Carnatick, and as the said Mary Wood was on her departure for Europe by way of Bombay it was thought too great a Risk to Carry the Jewells to Europe by Land and therefore it was thought most Advisable to continue them under to be in the Custody of the said Defendt until further Order the Defendant saith that the said Mary Wood was not in any part of India at the time of her said Husband Robert Wood's Death for he did not dye till some Considerable time after she had taken her departure from Bombay for Europe, the Defendant further Says that since the Death of the said Robert Wood the said Mary his Wife has frequently Enquired after her Effects left in India and also Demanded an Account of the Concerns of the Estate the said Defendant Says that he procured and kept the Jewells separate through Conviction of the Jewells being the Property of the said Mary Wood and well knowing that there was no Necessity to sell or dispose of this Complainants Jewells when there were other Effects More than sufficient to Discharge the several Creditors the Defendt further Says that [illegible] Opinion of [illegible] that the Complainants of the Wife became Debts in the Hands of the Executor or Administrator for the Use of the Creditors, but the Defendant Says that the Demand of the Replicant can not hold good in Equity more than Because of there being Debts sufficient in the hands of the Executor and Executrix in England to answer Demands on the Estate and Effects of the said Robert Wood the said

Court of Appeals at Madraspatnam } On Saturday the [illegible] December Anno Domini 1735

Between Thomas [illegible] and [illegible] Collet [illegible] [illegible] [illegible] and Executors [illegible] [illegible] [illegible] [illegible] [illegible] in the Parish of [illegible] in the County of Middlesex in the Kingdom of Great Britain their Attornies [illegible] [illegible] Appellants and [illegible] 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 Decree of the said Court made in this Cause on Tuesday the 24th day of May Anno Domini 1735 upon due Consideration had of the Matter therein [illegible] Contained and of the Pleadings and Arguments Used by the Attornies on both Sides This Court doth think fit Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honble the Mayor's Court be and stand Affirmed and that the Appellants Petition be hence Dismissed with Costs —

Per Cur

Chas. White Clk.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator [illegible] [illegible] [illegible] of Madras [illegible] [illegible] Inhabitant [illegible] [illegible] of Madras Inhabitant [illegible] [illegible] the full [illegible] of Eight Hundred [illegible] Pagodas Current [illegible] of Madras [illegible] [illegible] of Great Britain [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] the Penalty of a Bond or Obligation

Given and Granted unto Your Orator by the said Tanige Annamada Chengaloy on the Eighth Day of October in the Year of Our Lord One Thousand Seven Hundred Eighty three and also by Copy of an Assignment thereunto Annexed for the Inspection of this Honble Court to the which Your Orator prays may be Admitted a part of this his Bill of Complaint the Original whereof are in Your Orator's Possession and ready to be produced when required And Whereas Your Orator hath frequently and in a most amicable Manner requested Payment of the said Sum of Eight hundred Star Pagodas from the said Tanige Annamada Chengaloy

But now so it is May it please Your this Honble Court the said Tanige Annamada Chengaloy Hedaly absolutely and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays [illegible] unto this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Tanige Annamada Chengaloy Hedaly May upon his Corporal Oath full true direct and perfect Answer make to all and singular the matters [illegible] herein before Alleged and Attested as fully 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 Eight hundred Star Pagodas together with all such Interest as [illegible] shall hereafter become due thereon and all Costs of this Suit.

May it Please this Honble Court to Grant unto Your Orator the said Tanige Annamada Chengaloy to be Summoned and required by the [illegible] Town of Madraspatnam and the [illegible]

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.

C. Popham
Attorney for Complainant

3rd Septr 1785.
This Bill is taken to be filed on the day of Adjournment the Summons Returnable first Court Day.
Philip Stacey
Mayor

Translation of a Bond or Obligation Dated the 24th of Purattasi Month in the Year called Sobakrudu or 8th October 1783.

I Tanige Annamada Chengaloy Hedaly do give this Bond to [illegible] of Madras [illegible] Whereas I have Received and [illegible] of you the sum of Eight hundred Star Pagodas which I [illegible] Promise to pay You on Demand with such Interest as may become due thereon at the Rate of 12 per Cent per Annum Thus I do give this [illegible] Conjeeveram [illegible] by this Knowledge [illegible] of [illegible]

(Signed)

Witnesses
[illegible]
[illegible]
[illegible]

Annamada Chengaloyan

This translation was made from the Malabar Language.
Soobarayan
Interpreter

A true Copy
C. Popham

To all to whom these Presents shall come Curtum Whereas Tanugathamada Chengalroy Modelliar of Madras Inhabitant and by One Bond or Obligation Bearing date the Eighth Day of Octr in the Year of Our Lord One Thousand Seven Hundred and Eighty three became bound unto Mandegoor Moodeerama Modelliar of the same place Inhabitant in the Sum of Eight Hundred Pagodas Current Money of Madras Conditioned to be paid on demand With Interest at the Rate of twelve per Cent per Annum as by the said Bond and Condition thereof Reference being had may appear. Now Know Ye that the said Mandegoor Moodeerama Modelliar for a Valuable Consideration to him in hand paid by Emanuel Luis Anderson of Madras Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof is hereby acknowledged he the said Mandegoor Moodeerama Modelliar hath Assigned and Set over and by these Presents doth Assign and Set over unto the said Emanuel Luis Anderson the said Recited Bond or Obligation and the Money or Principal Sum of Pagodas and Interest thereupon due and Owing or which is now become due thereon and all his Right and Interest of and to the Same and every part thereof and the said Mandegoor Moodeerama Modelliar for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Emanuel Luis Anderson 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 Emanuel Luis Anderson his Executors Administrators and Assigns to ask Require Demand and Receive of the said Tanugathamada Chengalroy Modelliar his Heirs Executors and Administrators

the Money due or to become due on the said Bond or Obligation and on non payment thereof he the said Emanuel Luis Anderson his heirs Executors Administrators and Assigns to Sue for and Recover the Same and on Payment thereof to deliver up the said Bond or Obligation and give sufficient Release and discharge therefor and One or more Attorney or Attornies under him to Constitute and whatsoever the said Emanuel Luis Anderson or his Attorney or Attornies shall Lawfully do in the Premises he the said Mandegoor Moodderama Modelliar doth hereby Allow and Affirm and he the said Mandegoor Moodderama Modelliar doth Covenant with the said Emanuel Luis Anderson that he the said Mandegoor Moodderama Modelliar hath not Received nor will Receive the said Money due or to become due on the said Bond or Obligation or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own and allow of all Lawful Proceedings for the Recovery thereof he the said Emanuel Luis Anderson saving the said Mandegoor Moodderama Modelliar Harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Mandegoor Moodderama Modelliar hath hereunto set his hand and Seal in Madras aforesaid this Tenth day of August in the Year of Our Lord One Thousand Seven Hundred and Eighty five

(L.S.)

Signed Sealed and Delivered
(where no Stamp Paper is to be had)
in the presence of

A True Copy
J. Popham

(58)

Filed 6th Septr 1785 —

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

Between Mandyam Moodu Ram Moodeliar by his Attorney Emanuel Luis Andrews of Madras Inhabitant Complainant and Lauge Annandalo Chinglerog Moodelly also of Madras Inhabitant Defendant.

The Above Named Complainant Emanuel Luis Andrews Maketh Oath and Saith that the abovenamed Lauge Annandalo Chinglerog Moodelly is justly and truly indebted unto him in the Sum of Eight Hundred Star Pagodas being the Principal of a Bond by him the said Lauge Annandalo Chinglerog Moodelly given on the Eighth day of October One Thousand Seven hundred and Eighty Three unto the abovenamed Mandyam Moodu Ram Moodeliar and by him the said Mandyam Moodu Ram Moodeliar Assigned over unto the said Deponent by Virtue of an Assignment and power of Attorney dated the fourth day of August in the Present Year of Our Lord One thousand Seven hundred and Eighty five.

Sworn at Madras
this 6th day of September 1785

Before me
Philip Stowey
Mayor

Emanuel L. Andrews

S. Topham
Attorney for Compl.t

(59)

(60) Court of Appeals at Madraspatnam } On Saturday the [illegible] December Anno Domini 1758

Between [illegible] Merchant of Madras Inhabitant Appellant and [illegible] Merchant by his Attorney [illegible] of the same place Inhabitant Respondents.

This Cause Coming on this day to be heard and Debated before this Court by the Attorneys on both sides upon reading the Petition of Appeal and Answer and the Decree of the Hon'ble the Mayor's Court [illegible] in this Cause [illegible] Anno Domini 1758 [illegible] the Matter being heard [illegible] Arguments Used by the Attorneys on both sides this Court Think fit to Order and Decree [illegible] Decree of the Hon'ble the Mayor's Court be Affirmed and that the Appellant [illegible] with double Costs in this Court.

[illegible]

[illegible]

(61) Filed in Court Nov. [illegible] 1758.

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator [illegible] of Madras Merchant That Daniel Mackenzie of the same place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Fifty four Star Pagodas Thirty three fanams and Twenty 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 Twenty One Pounds and eighteen Shillings or thereabout as [illegible] at large Appear by the Copy of 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 whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of Fifty four Pagodas thirty three fanams and twenty eight Cash from the said Daniel Mackenzie.

But now so it is May it Please this Hon'ble Court the said Daniel Mackenzie Obstinately and [illegible] Refuses to pay the same [illegible] Your Orator [illegible] Satisfaction Touching the Premises [illegible] General Relief [illegible]

This Hon.ble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Daniel Mackenzie may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were here again repeated and particularly interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of Fifty four Pagodas thirty three fanams and twenty eight Cash with all such Interest as now is or hereafter may become due thereon and also all Costs of this Suit.

May it Please this Hon.ble Court to Cause the said Daniel Mackenzie to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Hon.ble Court at a Certain time and place to be by this Hon.ble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and decree therein as to this Hon.ble Court shall seem Meet.

P. Spencer
Att.y Complainant

Dr. Daniel Mackenzie in Acc.t Cur.t with Chooly Sawmynadah Moodelly Dubash Cr.

11	To Amount of Your Note of Hand of this date	40	"	"	1786 Feb.y	By Cash Received in part of Interest	"	10	"
12	To Cash and Your [illegible] Mortgage of Your Watch	10	"	"		By Balance Due	54.	33.	28.
[illegible]	To Interest on Pagodas 40	3.	43.	64					
	To D.o on Pagodas 10	"	44.	44					
	Pagodas	54.	43.	28.		Pagodas	54.	43.	28.

Fort Saint George
9th October 1786
E. E. (Signed)

A True Copy
P. Spencer
Att.y Complainant

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 hereinbefore Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of two Thousand Pagodas together with all such Interest as now is due or may 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 Madrapatnam and the districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honble Court shall seem Meet

Jno. Brimley
Atty Complainant

Know all Men by these Presents that I Richard Johnston of Fort Saint George Esquire am held and firmly Bound unto Nagapah Chitty of Madras Merchant in the Penal Sum of Four Thousand Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Nagapah Chitty 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 this fourteenth day of April in the Year of Our Lord One thousand seven hundred and Eighty six

Whereas the above Bound Richard Johnston hath borrowed and received of the above named Nagapah Chitty the full and just Sum of two Thousand Pagodas Current Money of Madras to run at Interest at the rate of twelve per Cent per Annum payable on the twenty fourth October next from the date hereof

Now the Condition of this Obligation is such that if the above bound Richard Johnston his Heirs Executors or Administrators shall well and truly pay or cause to be paid unto Nagapah Chitty his Heirs Executors Administrators or Assigns the full and just Sum of two Thousand Pagodas Current Money of Madras together with such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

(Signed) Richard Johnston (L.S.)

this Hon.ble 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 hereinbefore set forth and alledged as fully truly and Effectually to all Intents and purposes as if the same were herein again repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of two Thousand Pagodas together with all such Interest as now is or shall or may hereafter become due thereon and also all Costs of this Suit

May it Please this Hon.ble 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 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 such Order and Decree therein as to this Hon.ble Court shall seem Meet

Jno. P. Brimley
Att.y Complainant

Know all Men by these Presents that I Richard Johnston of Fort Saint George Esquire am held and firmly Bound unto Tagapah Chitty of Madras Merchant in the Penal Sum of Four Thousand Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Tagapah Chitty 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 this fourteenth day of April in the Year of Our Lord One Thousand Seven hundred and Eighty Six

Whereas the above Bound Richard Johnston hath borrowed and received of the above named Tagapah Chitty the full and just Sum of Two Thousand Pagodas Current Money of Madras to carry Interest at the rate of twelve per Cent per Annum payable on the twenty fourth October next from the Date hereof

Now the Condition of this Obligation is such that if the above bound Richard Johnston his Heirs Executors or Administrators shall well and truly pay or cause to be paid unto Tagapah Chitty his Heirs Executors Administrators or Assigns the full and just Sum of Two thousand Pagodas Current Money of Madras together with such Interest as shall become due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

(Signed) Richard Johnston (L.S.)

this Hon^ble Court that he hath frequently and in an Amicable Manner requested Payment from the said Narangapah Naiken of the said Sum of Thirty four Pagodas Seven fanams and Forty Cash.

But now so it is May it Please this Hon^ble Court that the said Narangapah Naiken 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 Narangapah Naiken May upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and Things herein before set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Thirty four Pagodas Seven 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 Hon^ble Court to cause the said Narangapah Naiken 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

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.

Peter Walker
Atty for Complainant

Dr Narrangpah Naiken in Acct Current with Lambton Chitty Cr

1786 April 12	To Amount of the Balance of Your Account Current Adjusted and Agreed to be then [illegible] particular Amount [illegible] Balance [illegible]	34. 7. 40	1786 April 12	By Balance due	34. 7. 40
	Pagodas	34. 7. 40		Pagodas	34. 7. 40

Fort Saint George 12 April 1786
Errors Excepted the Mark [illegible] of Lambton Chitty

A true Copy Peter Walker
Atty for Compl^t

(72)

To all People to whom these Presents shall come Greeting
Whereas Narrangapah Naiker of Madras Inhabitant in and
by the Ballance of an Account Current bearing date the [illegible]
Day of May in this Present Year of Our Lord One Thousand
Seven hundred and Eighty [illegible] stands justly and truly
indebted unto Sundara Chitty of the same Place Inhabitant
in the full and Just Sum of Thirty four Pagodas [illegible] 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 Thirteen Pounds and [illegible] Shillings
or thereabouts as by the said Account Current may appear
Now Know Ye that the said Sundara Chitty for a
Valuable Consideration to him in hand paid by Augustinho
Antoniz also of the same Place Inhabitant at or before the
Sealing and Delivering of these Presents the Receipt whereof
is hereby Acknowledged he the said Sundara Chitty hath
Assigned and Set over and by these Presents doth Assign
and Set over unto the said Augustinho Antoniz the said
Account Current and the Money thereupon due and owing
and which may become due and owing thereon and all
his Right Title and Interest of in and to the same and every part
thereof and the said Sundara Chitty for the Considerations
aforesaid hath made Constituted and appointed the said
Augustinho Antoniz his true Executors Administrators
and Assigns his true and lawful Attorney
for him and in his Name [illegible]

(73)

Executors Administrators and Assigns but for the sole and
proper use and Benefit of the said Augustinho Antoniz his
heirs Executors Administrators and Assigns to ask Require
Demand and Receive of the said Narrangapah Naiker his
heirs Executors and Administrators the Money due and
to become due on the said Account Current and on non
Payment thereof him the said Narrangapah Naiker to sue
for and Recover the same and on payment thereof to deliver up
and Cancel the said Account Current and give sufficient
Release and Discharges for the same and One or more
Attorney or Attornies under him to make Constitute and
appoint and to Revoke the said Augustinho Antoniz
or his Attorney or Attornies shall lawfully do in the
Premises the said Sundara Chitty doth hereby allow ratify
and confirm and the said Sundara Chitty doth Covenant with
the said Augustinho Antoniz that the said Sundara Chitty
hath not Received any part of the said Money due or to
become due on the said Account Current or any part thereof
neither shall or will Release or Discharge the same or
any part thereof but will own and allow of all lawful
[illegible] for the recovery of the same by the said Augus-
tinho Antoniz saving the said Sundara Chitty harm-
less and Indemnified from any Costs that may happen to him
[illegible] In Witness whereof he the said Sundara Chitty
hath [illegible] hereunto set and Affixed his hand and Seal this

(74)

Madraspatnam aforesaid this twentieth day of May in the Year of Our Lord One thousand seven hundred and Eighty Six

The Mark of Sundara Chetty (X)

Signed Sealed and Delivered
Where no Stampt paper is to be had
in the Presence of - - - - - - - - - - }

Abraham [illegible]

Peter Walker
Atty for Complainant

Mayor's Court at Madraspatnam } { Tuesday the 30th Day of Jany Anno Domini 1787

Present ——————

L.S.

James Call Esquire Mayor
William Webb and Vincentio Corbett
Aldermen ——————

Mayor's Court

Between Sundara Chetty of Madras Inhabitant by his Attorney [illegible] of the same Place Inhabitant Complainant and [illegible] of the same Place Inhabitant Defendant.

It Appearing by the Record of this Court that the Usual Rules have issued for the Defendant to Answer

(75)

the Complainant's Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth therefore Order and Decree that the Defendant Shall pay unto the Complainant the full and just Sum of Thirty four Pagodas seven fanams and Forty Cash Pags 34 f 7 c 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 —

P Cur

Filed the 9th Oct 1786 }
in Court - - - - - }

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Showeth unto this Honble Court Your Orator [illegible] of Madras Inhabitant that Thomas [illegible] late One of the Attorneys of this Honble Court stands justly and truly indebted unto Your Orator in the full and just Sum of Five hundred and Seven Pagodas Thirteen fanams and fifteen 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 [illegible] Pounds Six Shillings and four Pence or thereabouts as two more particularly and at large Appear by the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of

(76)

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 Seventy three Star Pagodas thirteen fanams and fifteen Cash from the said Thomas Jones —

But now so it is May it please this Hon.ble Court the said Thomas Jones 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 Thomas Jones may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things hereinbefore set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the Aforesaid Sum of Two hundred and Seventy three Star Pagodas thirteen fanams and fifteen Cash with all such Interest as now is or hereafter may become due thereon and also all Costs of this Suit —

May it Please this Hon.ble Court to cause the said Thomas Jones to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof Personally to be and Appear before this Hon.ble Court at a Certain time and Place to be by this Hon.ble Court prefixed and Appointed then and there to Answer the Pre-

---

(77)

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 —

P: Spencer
Att.y Complainant

Dr — Thomas Jones Esq.r in Acc.t Curr.t with Venaiguine Moodeliar — Cr

			Pag.	Fa.	Ca.				Pag.	Fa.	Ca.
	20	To the Amount of Velliparam Moolaoppa Moodeliar's Bond Pag.s 206 Which Was Received by means of the Hon.ble Mayor's Court	206	.	.	1786 Sept.r	10	By Ballance	273	13	15
1786	10	To Interest on D.o to this day being (y. m. d.) 2 . 3 . 20 at 12 p C.t p Annum	67	13	15						
		Pagodas	273	13	15			Pagodas	273	13	15

Madras 10th Sept.r 1786
Errors Excepted
(Signed) Venaiguine

A true Copy
P. Spencer
Att.y Complainant

Mayor's Court at Madraspatnam } { Tuesday the 30th Day of Jan: Anno Domini 1787.

L.S.

Mayor's Court

Present

James Call Esquire Mayor

William Webb and Vincentio Corbett Aldermen

Between Venaiyana Modeliar of Madras Inhabitant Complainant and Thomas Lewis Late One of the Attorneys of this Hon:ble Court Defendant

It Appearing by the Records of this Court that the Usual Rules have past for the Defendant to Answer the Complainant's Bill which is Not yet done this Court doth therefore think fitt to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two hundred and Twenty three Pags thirteen fanams and fifteen Cash Pags 223.13.15 together with all such Interest as is now due and shall thereafter become due thereon until the full payment be made also all Cost of this Suit

Per Cur.

Filed 11th July 1786.

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

Humbly Complaining Sheweth unto this Hon:ble Court Your Orator Joseph De Mello of Madras Inhabitant by his Attorney Francis De Souza of the same place Inhabitant That Varadapah Chitty and Tilinga Chitty also of the same place Inhabitants Stand justly and truly indebted unto Your Orator in the full and just Sum of Three hundred and Twenty four Star Pagodas five fanams and Twenty six 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 Nine Pounds and Twelve Shillings as the same will more fully and at large Appear by the Copy of the translation of a Contracted Bond or Obligation and Copy of an Account Current as also Copy of an Assignment with the Power of Attorney hereunto Annexed for the inspection of this Hon:ble Court which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint the Originals thereof now being in Your Orator's Attorney's Possession and ready to be produced to this Hon:ble Court whenever he shall be thereunto required And Your Orator further sheweth unto this Hon:ble Court that he hath frequently and in an amicable Manner requested Payment from the said Varadapah Chitty and Tilinga Chitty of the said Sum of Three Hundred and Twenty four Pagodas five fanams and Twenty six Cash.

But now so it is May it Please this Hon:ble Court that the said Varadapah Chitty and Tilinga Chitty obstinately and wilfully refuse to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such

as to this Hon.ble Court shall appear agreeable to Equity and Good Conscience.
To the End therefore that the said Varadapah Chitty and Selinga Chitty 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 Three hundred and twenty four Pagodas five fanams and twenty six 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 Hon.ble Court to Grant unto Your Orator the said Varadapah Chitty and Selinga Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and Limits 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 these 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.

Peter Walker
Attorney for Complainant

Translation of a Contract Agreement Dated the 29 Margaly [illegible] in the Year called Visuvavasu or January 1786.

We Varadapah Chitty Son of Comalee Ramanada Chitty of Peria Vepery and Conjeepoolam Selinga Chitty do hereby give this Contract and Agreement to M.r Joseph de Mello [illegible] Contract
This Day We have Contracted With You to [illegible] each Yard of Cloth Containing Eight [illegible] of [illegible] Long We further promise to [illegible] at 32 Pagodas [illegible]

With You with fine Trade and Good Colour and Supply You on or before the 5.th May Next, in default of which then We promise to Allow You at 25 P.r Cent Premium for the [illegible] and pay the same on Demand with Principal and Premium. Witnesses Paulo Chitty, Rama Chitty and Ramana Chitty Son of [illegible] Narrayned by their Knowledge drawn by [illegible]

This Day Received 100 Pag.s One hundred Pagodas

Witnesses Signed
The Mark of Ramana Chitty

The Mark of Varadapah Chitty
(Signed) Selingum

A true Translation as Near as able from the Malabar Language
Soobarayam Interp.r

A true Copy
P: Walker
Att.y for Compl.t

23.d January Received Clear [illegible]
Rest to the Amount of Pag.s 77.23.36

D.r Varadapah Chitty and Selinga Chitty in Account With Joseph De Mello Cr.

1785 Dec.r	29	To Cash Advanced in part upon Their Contract Bond for [illegible] to be delivered in four Months time but in Default thereof [illegible] to pay 25 P.r Cent Premium	100	-	-	1786 May	30	By Amount of Piece Goods	22	-	-
								By Balance of last Account	13	13	50
									35	13	50
1786 Jan.y	13	To D.o Advanced in further part	47	22	36	July	17	By Balance due to Joseph De Mello	324	5	26
Feb.y	22	To D.o	50	-	-						
April	2	To D.o	40	-	-						
			237	22	36						
	29	To Premium on the above at 25 P.r Cent	121	38	40						
		Pagodas	359	18	76			Pagodas	359	18	76

Madras 17.th July 1786
E. E. Jos. R. De Mello

A true Copy
P. Walker
Att.y for Compl.t

To all People to Whom these Presents shall Come Greeting Whereas Varadapah Chitty and Tellichinga Chitty of the town [illegible] Merchants [illegible] and by the [illegible] of an Account Current [illegible] date the Seventh Day of July in the present Year of Our Lord One Thousand Seven hundred and Eighty Six arising upon a Certain Contracted Bond or Obligation bearing Date the Twenty Ninth Day of December in the Year One Thousand Seven hundred and Eighty five stand indebted unto Joseph De Mello of the [illegible] Inhabitant in the Sum of Three hundred and twenty four Star Pagodas five fanams and twenty Six Cash Current Money of Madras as by the said Account Current and the said Contracted Bond or Obligation may fully Appear Now Know Ye that the said Joseph De Mello for a Valuable Consideration to him in hand paid by Francisco De Souza of Madras aforesaid Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof the said Joseph De Mello doth hereby Acknowledge he the said Joseph De Mello hath Assigned and Set over and by these Presents doth Assign [illegible] unto the said Francisco De Souza the said Contracted Bond or Obligation and Account Current and the Money thereupon due and [illegible] to become due and owing thereon and all the Right and Interest [illegible] every part thereof and the said Joseph De Mello [illegible] hath made Constituted and Appointed and by these Presents doth Make Constitute and Appoint the said Francisco De Souza his Heirs Executors Administrators and Assigns his true and lawful Attorney or Attornies Irrevocable for him and in his name [illegible] and in the Name of his Executors Administrators [illegible] Proper Use and Benefit of the said Francisco De Souza his Heirs Executors Administrators and Assigns to ask demand [illegible] of the said Varadapah Chitty and Tellichinga Chitty [illegible]

and Assigns the Money due and to become due on the said Contracted Bond or Obligation and the said Account Current and on nonpayment thereof then the said Varadapah Chitty and Tellichinga Chitty their Heirs Executors and Administrators to sue for and recover the same and on payment thereof to Discharge and Cancel the said Contracted Bond and Account Current and give Sufficient Release and Discharge therefor and one or more Attorney or Attornies under him to make Constitute and Appoint and at his pleasure to revoke and whatsoever the said Francisco De Souza his Attorney or Attornies shall Lawfully do in the Premises the said Joseph De Mello doth hereby allow and Approve and he doth Covenant With the said Francisco De Souza that the said Joseph De Mello hath not Received nor will Receive the Money due or to become due on the said Contracted Bond or Obligation and Account Current or any part thereof Neither shall or will Release or Discharge the same or any part thereof but will own and Allow of all and all Proceedings for the Recovery thereof by the said Francisco De Souza Saving the said Joseph De Mello harmless [illegible] from any Costs that May happen to him thereby In Witness Whereof the said Joseph De Mello hath hereunto Set and Affixed his hand and Seal this Tenth Day of July One Thousand Seven hundred and Eighty Six

Jose De Mello (LS)

Signed Sealed and Delivered
Where no Stamp paper to be had
in the Presence of

A true Copy
T. Walker
Attorney for Compl.t

Filed 20th July 1786

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

Between Joseph De Mello of Madras Inhabitant by his Attorney Francis De Souza of the same Place Inhabitant Complainant and Varadapah Chitty and Teliinga Chitty also of the same Place Merchants Defendants

The Affidavit of Francis De Souza the above named Complainant

This Deponent Maketh Oath and Saith that the above Named Defendants Varadapah Chitty and Teliinga Chitty stand justly and truly indebted unto this Deponent as Attorney aforesaid in the full and just Sum of Three hundred and Twenty four Star Pagodas five fanams and Twenty six Cash Current Money of Madras as by the Copy of an Account Current as well as of the Translation of a Certain Contracted Bond or Obligation Annexed to this Deponent's Bill of Complaint and filed in this Hon'ble Court May fully Appear

P. Walker
Attorney for Compl.t

Sworn to Before me in [illegible]
this 20th Day of July 1786

Fran.s De Souza

Robt. Ewing
Mayor

Filed 3rd Jany 1787

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

Between Joseph De Mello of Madras Inhabitant by his Attorney Francis De Souza of the same Place Inhabitant Complainant and Varadapah Chitty and Teliinga Chitty also of the same place Inhabitant Defendants

The Affidavit of Edward Jones One of the Sergeants of this Hon'ble Court

This Deponent Maketh Oath and Saith that he hath duly and Personally Served the above named Defendant Teliinga Chitty with the Rule issuing out of this Hon'ble Court and this Deponent Saith that the said Rule was personally Served to him on Saturday the Sixteenth Day of December last and the following Tuesday the Further Day is Given for Teliinga Chitty till 1st Instant to Answer the Complainant's Bill in default of which Judgment will be Given for the Complainant Town Hall 5th December 1786

E. Jones

Sworn in Court
this 3rd Jany 1787
James Taylor
Regr

(L.L)

Mayor's Court

Mayor's Court at Madraspatnam } { Tuesday the 30th Day of January Anno Domini 1787

Present

James Call Esquire Mayor

William Webb and Vencentio Corbett

Aldermen

Between Joseph De Mello of Madras Inhabitant by his Attorney Francis De Souza of the same Place Inhabitant Complainant and Vencatapah Chitty and Selinga Chitty also of the same Place Inhabitants Defendants

It Appearing by the Records of this Court that the usual Rules having been issued for the Defendant Selinga Chitty 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 Selinga Chitty shall pay unto the Complainant the full and just Sum of Three Hundred and Twenty four Pagodas five fanams and twenty six Cash of Pagodas 324. 5. 26. together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit.

P. Cur.

Filed 27th November 1785.

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Cachwa of Madras Dubash That Rowley Lascelles late Copyer of the Hon.ble United English East India Company at their Presidency of Fort Saint George stands indebted unto Your Orator in the full and just Sum of Two Hundred Ten 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 the Copy of a Note of hand or Undertaking in writing of the said Rowley Lascelles hereunto Annexed Marked **A** for the inspection of this Hon.ble Court and prayed by Your Orator to be taken as part of this his Bill of Complaint the Original Whereof is in the possession of Your Orator and ready to be Produced when required and Your Orator sheweth that he took what pains were in his power to get the Accounts whereof Mention is made in the said Note of hand determined and that they have all been duly settled accordingly and the amount thereof paid unto the said Rowley Lascelles According to the true Spirit Intent and meaning of the said Note of hand as by a Copy of the said Account bearing date the Tenth day of October last past hereunto Annexed Marked **B** may appear the Original Whereof is in the possession of Your Orator and ready to be produced if Required may appear and therefore

Your Orator hath duly earned the Amount specified therein. and Your Orator further sheweth unto this Hon^ble Court that he hath frequently and in a friendly manner requested the payment of the said Sum of Two hundred Pagodas

But now so it is and may it Please this Hon^ble Court the said Rowley Lascelles Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of satisfaction touching the Premises pretending that he hath not received any Money or Value from Your Orator for the demand so made by Your Orator by his Attorney at Law in that behalf as by the Answer of the said Rowley Lascelles to the Letter of Your Orator's Attorney at Law may appear Copy whereof is hereunto Annexed Marked C and prayed by Your Orator to be taken as part of this his Bill of Complaint The Original being in Your Orator's possession and Ready to be produced when required which pretence of the said Rowley Lascelles is evasive Litigious and iniquitous and tends to destroy the faith and Credit which ought to be given to all written Undertakings and especially where as in the present Case Your Orator had done the special Service for the performance whereof the said Rowley Lascelles had passed his said note as the fair and just recompense to which Your Orator would in conscience and be entitled Your Orator therefore prays [illegible] Relief as to this Hon^ble Court may appear agreeable to Equity and good Conscience To the End therefore that the said Rowley Lascelles 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 and

To all intents and purposes as if the same were here again repeated and particularly interrogated and that the said Rowley Lascelles May particularly set forth whether he hath not written with his own hand a paper in the very words and of the date tenor and Purport whereof the Copy is Annexed hereunto Marked **A** and Whether the Amounts to which reference is had therein have Not been duly Passed and the Amount thereof paid to the said Rowley Lascelles or otherwise Credited in his Account with the Hon^ble Company According to the Account thereof Marked **B** and whether such Account be not the very Account referred to by the said Rowley Lascelles in his said Promissory Note or Undertaking to Your Orator and whether the said Rowley Lascelles hath not Answered the demand of Your Orator's Attorney at Law for payment of the Amount of his said Note of hand or Undertaking in manner as is set forth in his said Letter whereof Copy is hereunto Annexed Marked C and that he may be decreed to pay unto Your Orator the aforesaid Sum of Two hundred Star Pagodas with all such Interest as now is or shall hereafter become due thereon and the Costs of this Suit

May it Please this Hon^ble Court to Cause the said Rowley Lascelles 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

S. Popham

Your Orator hath duly earned the Amount specified therein and Your Orator further sheweth unto this Hon.ble Court that he hath frequently and in a friendly manner requested the payment of the said Sum of Two hundred Pagodas —

But now so it is and may it Please this Hon.ble Hon.ble Court the said Rowley Lascelles Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of satisfaction touching the Premises pretending that he hath not Received any Money or Value from Your Orator for the demand so made by Your Orator by his Attorney at Law in that behalf as by the Answer of the said Rowley Lascelles to the Letter of Your Orator's Attorney at Law may appear (copy Whereof is hereunto annexed Marked C and prayed by Your Orator to be taken as part of this his Bill of Complaint the Original being in Your Orator's possession and Ready to be produced when required) which pretences of the said Rowley Lascelles is evasive Litigious and iniquitous and tends to destroy the faith and Credit which ought to be given to all written Undertakings and especially where as in the present Case Your Orator had done the special Service for the performance whereof the said Rowley Lascelles had passed his said note as the fair and just Recompense to which Your Orator would become and hence be entitled Your Orator therefore prays such General Relief as to this Hon.ble Court may appear agreeable to Equity and good Conscience To the End therefore that the said Rowley Lascelles 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

B

(90)

A

I Promise to pay Cash on two hundred Star Pagodas when my present Account for Powder Barrels Rattans & Copper Wire furnished by me to Mr. Sullivan is passed to him and a Receipt given by him in Mr. Freeman's Book for the same Madras

25th July 1785

Signed in the Presence of
C. Breithaupt

Rowley Lascelles

a true Copy
J. Popham

B

The Hon.ble Company to Rowley Lascelles Cooper Dr.
for Sundries supplied the Military Store Keeper

		S. P.	F.	C.
1784 Nov. 20.	To 20 Hogsheads and Captains [illegible] by Order of Mr. Sulivan and Major Sydenham	20	-	-
	To 200 Bundles Rattans ... 75 Pag. p.	150	-	-
	To 1200 Powder Barrels ... 75 Pag. p. hundred	900	-	-
	To 300 Cartridge Do. ... 60 p.	180	-	-
	N.B. A Balance of these 1500 Barrels have been made to the Committee of Honourable Members to the Materials of which were bad in all the former high price of Materials			
	To 193 Bundles Rattans @ 75 p.	144	31	40
	To 800 Powder Barrels made since the Materials @ 65 p.	520	-	-
	To 700 Cartridge Do. Made since the Committee [illegible] of Cartridge Barrels with the Commissary General & others @ 60 p.	420	-	-
	To 60 Bundles Rattans @ 75 Pag. p. hundred	45	-	-
	To paid Coopers Hired for the purpose of attending the Magazine and Powder Mills @ 1 Pag. p. day from 21st [illegible] to the [illegible] to the day I resigned my employment	275	-	-
	Pagodas	2[illegible]	31	40

Received the Contents in full [illegible]
October 1785. Rowley Lascelles

N.B. There was another Account furnished by me [illegible] to Mr. Sulivan [illegible]
[illegible]

(9?)

A

I Promise to pay Cash or Two hundred Star Pagodas when my present Account for Powder Barrels Rattans & Copper [illegible] furnished by me to Mr. Kollung is passed by him and a Receipt given by him in Mr. Freeman's Book for the same. Madras

25th July 1785

Signed in the Presence of
C. Breithaupt

Rowley Lascelles

a true Copy
J. Popham

B

The Hon'ble Company to Rowley Lascelles Cooper Dr.
for Sundries Supplied the Military [illegible]

1784 Nov. 20	To 20 Kegs delivered Captain Smith of the Artillery by Order of Mr. Kollung and Major Sydenham	20	-	-
	To 200 Bundles Rattans ... 75 Pag.s p. ...	150	-	-
	To 1200 Powder Barrels ... 75 Pag.s p. hundred	900	-	-
	To 300 Cartridge Do. ... 60 p.	180	-	-
	N.B. The balance of these 1500 Barrels have been made to the Committee of the same Number to the Materials of which were laid in at the former high price of Materials			
	To 193 Bundles Rattans @ 75 p.	144	31	40
	To 800 Powder Barrels made since that time @ 65 p.	520	-	-
	To 700 Cartridge Do. Made strong agreeable to the Muster of Cartridge Barrels sent by the Commissary General of Stores @ 60 p.	420	-	-
	To 60 Bundles Rattans @ 75 p. hundred	45	-	-
	To paid Conner [illegible] for the purpose of attending the Magazine and Powder Mills @ 1 Pag. p. day from 31st July to the [illegible] to the day I resigned my employment	275	-	-
	Pagodas	2[illegible]	31	40

Received the Contents in full this 15th October 1785. Rowley Lascelles

N.B. There was another Account furnished [illegible] late Mr. Kollung [illegible]
[illegible]

A

I Promise to pay Cashina Two hundred Star Pagodas when my present Account for Powder Barrels Rattans & Coopers Work furnished by me to Mr. Salting is passed by him and a Receipt given by him in Mr. Freeman's Book for the same Madras 25th July 1785

Signed in the Presence of
C. Breithaupt

Rowley Lascelles

a true Copy
S. Popham

B

The Hon.ble Company to Rowley Lascelles Cooper Dr.
for Sundries Supplied the Military Store Keeper &c. &c.

1784 Nov. 20	To 20 Hogsheads and Capping [illegible] by the Verbal Orders of Mr. [illegible] and Major Sydenham	20	.	.
	To 200 Bundles Rattans . . . 75 Pag. p.	150	.	.
	To 1200 Powder Barrels . . . 75 Pag. p. hundred	900	.	.
	To 300 Cartridge Do. . . . 60 p.	180	.	.
	N.B. the whole of these 1500 Barrels have been made to the Committee of Stores [illegible] the Materials of which were laid in at the former high price of Materials			
	To 193 Bundles Rattans . . @ 75 p.	144	31	40
	To 800 Powder Barrels made since the altering at 65 p.	520	.	.
	To 700 Cartridge Do. Made since [illegible] the Committee [illegible] Cartridge Barrels [illegible] @ 60 p.	420	.	.
	To 60 Bundles Rattans @ 75 p. hundred	45	.	.
	To paid Cooper [illegible] for the purpose of attending the Magazine and Powder Mills @ 1 Pag. p. day from 31st [illegible] to the 22d Nov. last the day I resigned my employment	275	.	.
	Pagodas	2654	31	40

Received the Contents [illegible]
October 1785 — Rowley Lascelles

N.B. There was an other Account [illegible] furnished [illegible] Mr. [illegible]

Stephen Popham Esquire

Sir

I Received Your Letter and inform You that I never Received any Money or Value from Cashina in my Life for the demand You speak of therefore will not pay the demand You make in his Behalf. I shall leave Madras tomorrow for Bengal and will leave instructions with my Attorney to defend any Suit he may Commence against me should You have directions to proceed immediately be so good to apply to Mr. Jenner who will receive directions from me on that Head in the Morning

Tuesday 18 Oct. 1785

I am Sir
Your Most Ob. Servant
Row. Lascelles

A true Copy
S. Popham

Filed 13th Feby 1786

The Answer of Rowley Lascelles by his Attorney John Tulloch of Fort Saint George Merchant Defendant to the Bill of Complaint of Cashina of Madras Dubash Complainant

This Defendant by his said Attorney now and at all times hereafter saving and reserving to himself

and Imperfections in the said Complainants Bill of Compl.t
Contained for Answer thereunto or unto so much thereof as this
Defendant is advised Concerneth him or is in any manner
Material or Requisit for him this Defendant to make Answer
unto He this Defendant by his said Attorney Answereth and
saith that he absolutely denies to stand Indebted to the said
Complainant in the Sum of Two hundred [illegible] Pagodas
Current Money of Madras as is unjustly Charged and
Stated in the said Bill of Complaint or in any other Sum
or Sums of Money whatsoever and this Defendant by his
said Attorney for further Answer to the said Bill of Complaint
saith the Promissary Note of Hand upon which the Suit is
Commenced was unfairly and under false pretences Obtai-
ned by the Complainant from this Defendant, nor was any
Valuable Consideration ever made or given for the same
either by Service, Money advanced or otherwise Wherefore
this Defendant saith that the said Note of Hand ought to
be Cancelled and given up to this Defendant the Compl.t
having failed in rendering those Services to this Defendant
Which he promised and Engaged for at the time he
Obtained the said Note of Hand this Defendant by his
said Attorney further saith that he absolutely denies that
his Accounts or any of them were duly Passed thro' the means
influence or Assistance of the Complainant as is unjustly
and falsely Charged in the said Bill of Complaint

Note [illegible] Accounts passed by him or any
Compl.t [illegible] in Mr. [illegible] Book Relating to the
Copy of Conditions on the said Note, Stipulated and Declared, but
on the Contrary this Defendant by his said Attorney saith that
any [illegible] made by Mr. Tilling to the passing of his Accounts
in substantiation Copy of which is Annexed to the Complainants
Bill of Complaint upon which the Complainant lays much
Stress in support of this unjust Demand against this Defendant
Which Original Accounts this Defendant by his said Attorney
[illegible] passed by the Governor and Council of Fort Saint
George after a proper and full Reading and Examination into
the Subject of the several Charges therein made nor was the same
[illegible] passed [illegible] Mr. Tilling which in fact the
Complainant [illegible] to this Hon.ble Court
[illegible] with a Receipt from this Defend.t
& Remaining Copy of the Accounts [illegible] Mark of Approbation [illegible] from Mr.
[illegible] Wherefore this Defendant saith the
Tilling [illegible] the Services promised
the Complainant not having [illegible] this Defendant in Question before
[illegible] could not have brought this Defendant [illegible] any other Court of Law or Equity
this Hon.ble Court [illegible] the Promise [illegible] the Obligation being Void
[illegible] in Law or Equity for want of the Consideration promised and
Assured to this Defendant by the Complainant to this Defend.t
[illegible] Attorney [illegible] to the Judgment and Equity of this

in the premises— and that the Answer of this Defend.t to the Demand of the Complainant which his Attorney [illegible] Marked C. is Annexed to the said Bill of Complaint is any Manner insufficient to prove the falsity of the Demand alleged by the Complainant but the express Contrary—

All which Matters and things this Defend.t by his said Attorney is ready and willing to Aver Maintain and prove as this Hon.ble Court shall be pleased to Order and direct, and humbly prays to be hence dismissed with his reasonable Costs and Charges in this Behalf most wrongfully Sustained—

J. Tulloch

Sworn to before me
this 18th day of February 1786
Rob.t Ewing
Mayor

P. Spencer
Att.y Defendant

Filed 21st March 1786—

The Replication of [illegible] of Madras Dubash to the Answer of Rowley Lascelles by his Attorney John Tulloch of Madras Merchant—

This Replicant saving to himself all Advantages of Exception to the Defendants said Answer for Replication thereunto Saith that all and every the Matters and things in and by his said Bill of Complaint

Answered unto in such Manner as the same are therein and thereby set forth and declared and that the Answer of the said Defend.t is untrue and insufficient in the Law to be by this Replicant Replied unto for divers Manifest Imperfections and Uncertainties therein contained the benefit of Exception whereunto being reserved at all times hereafter unto this Replicant He this Replicant for further Replication saith that he doth Aver and will maintain that the said Defendant is justly and truly Indebted unto him in the full and just Sum of Two hundred Star Pagodas and for further Replication this Replicant saith that the Defendant— added insult to injury in presuming to Assert that this Promissory Note of hand was obtained by this Replicant unfairly or under false pretences, when the Note in question promises a Recompense when a Certain Service is performed and when that Certain Service has clearly been performed as is Evidenced by the Written Acknowledgment of the Defendant under date the Tenth day of October in the said Year of Our Lord One thousand seven hundred and Eighty four as set forth in the Exhibit B. Annexed to this Replicants Bill of Complaint, and this Replicant saith further that the very wording of the Exhibit A. Annexed to the Bill of Complaint being the Defendants undertaking to pay the money to the Replicant in the Event therein stated depends on the Service he Expected from this Replicant towards Accomplishing the wished for Point and its being Accomplished According to the Tenor of that undertaking gives this Replicant the Right to the Sum—

in the premises — nor doth the Answer of this Defend.t to the Demand of the Complainant which his Attorney Concerning Marked C. is Annexed to the said Bill of Complaint in any Manner invalidate or prove the falsity of the Demand alleged by the Complainant but the express Contrary —

All which Matters and things this Defend.t by his said Attorney is ready and willing to Aver Maintain and prove as this Hon.ble Court shall be pleased to Order and direct, and humbly prays to be hence dismissed with his reasonable Costs and Charges in this Behalf most wrongfully Sustained —

J. Tullock

Sworn to before me
this 13th day of February 1786
Robt. Ewing
Mayor

P. Spencer
Atty. Defendant

Filed 21st March 1786 —

The Replication of [illegible] of Madras Dubash to the Answer of Rowley Lascelles by his Attorney John Tullock of Madras Merchant —

This Replicant saving to himself all Advantages of Exception to the Defendants said Answer for Replication thereunto saith that all and every the Matters and things in the said Bill of Complaint

Answered unto in such Manner as the same are therein and thereby set forth and declared and that the Answer of the said Defend.t is untrue and insufficient in the Law to be by this Replicant Replied unto for divers Manifest Imperfections and Uncertainties therein contained the benefit of Exception whereunto being now and at all times saved unto this Replicant He this Replicant for further Replication saith that he doth aver and will maintain that the said Defendant is Justly and truly Indebted unto him in the full and Just Sum of Two hundred Star Pagodas and for further Replication this Replicant saith that the Defendant acted in all this wrong in presuming to Assert that this Promissory Note of hand was obtained by this Replicant unfairly or under false pretences, when the Note in question promises a Recompense when a Certain Service is performed and when that Certain Service has clearly been performed as is Evidenced by the Written Acknowledgment of the Defendant under date the Tenth day of October in the said Year of Our Lord One thousand Seven hundred and Eighty four as set forth in the Exhibit B Annexed to this Replicants Bill of Complaint, and this Replicant saith further that the very wording of the Exhibit A Annexed to the Bill of Complaint being the Defendants undertaking to pay the money to the Replicant in the Event therein stated expressly for the Service then Expected from this Replicant towards Accomplishing the wished for point and its being Accomplished According to the Terms of that undertaking gives this Replicant the right to the Sum

Bill of Complaint and Marked **B**. Yet such Receipt does not in the smallest Degree tend to prove that the Consideration for which this Defendant gave the said Note of Hand was fulfilled on the part of the said Complainant and this Defendant for further Rejoinder saith that it is impossible by any fair equitable and Legal Construction to make the Exhibit Marked **A**. bear the Meaning applied to it in and by the Replication of the said Complainant for in the said Exhibit the Defendant engages and promises to pay the Complainant two Hundred Star Pagodas when [illegible] of the Defendant's present Account (for which is the Exhibit Marked **B**. Annexed to the Complainant's said Bill of Complaint) furnished by Him (the Defendant) for Mr Lestung is passed by him the said Mr Lestung and a Receipt given by him in Mr Freeman's Book for the same But the Complainant having never fulfilled and given that Direct and express Consideration so fully set forth in the said Exhibit is no more But the Complainant having never fulfilled and given that Direct and express Consideration so fully set forth in the said Exhibit is no more an Owner or Creditor of the Defendant than any other indifferent Person, the Complainant in his said Replication being unable in any Respect to prove that the Defendant is in the least indebted to the Complainant on the [illegible] of the said Note of Hand substitutes and therein [illegible] the most positive Falsehood instead of Proof and roundly Asserts that the said Note of Hand does not mention that the

of Hand and promise to pay Chalmers Two Hundred Star Pagodas when my present Account for Powder Barrells, Balls and Copper Wares furnished by me to Mr Lestung is passed by Him and a receipt given by him in Mr Freeman's Books for the same this Defendant Submits to this Honble Court that the Words by Him as above set forth Clearly mean the said Bryan Lestung and no other Person and that it Clearly appears by the said Account that it never has been passed by the said Bryan Lestung as the Signature of the said Bryan Lestung would have appeared on the same had it ever been Audited or passed by Him nor did the said Bryan Lestung ever Sign or give a Receipt in Mr Freeman's Book for the same Agreeable to the Condition of the said note and tho' from the Replication it may appear that it is the Duty of the military Storekeeper to examine Accounts similar to the one Annexed to the Complainant's said Bill of Complaint yet it is equally his Duty to perform the same without any bribe or Consideration to his Dubash which Bribe in fact is the Subject Matter of the present Bill of Complaint and this Defendant for further Rejoinder saith and avers and in fact says that the said Complainant is Dubash or Head Conicopoly to the said Bryan Lestung and that the Special Service undertaken by the said Complainant has never been performed and that the requiring of getting his Accounts passed by Mr Lestung and having a Receipt given or signed in Mr Freeman's Books for the same by Mr Lestung which is the pretended Consideration

Bill of Complaint and Marked B. Yet such Receipt does not in the smallest Degree tend to prove that the Consideration for which this Defendant gave the said Note of Hand was fulfilled on the part of the said Complainant and this Defendant for further Rejoinder saith that it is impossible by any fair equitable and Legal Construction to make the Exhibit Marked A. bear the Meaning applied to it in and by the Replication of the said Complainant for by the said Exhibit the Defendant engages and promises to pay the Complainant two Hundred Star Pagodas when the (of this Defendants) present Account for which is the Exhibit Marked B. Annexed to the Complainants said Bill of Complaint / furnished by Him (the Defendant) to Mr Delany is passed by him the said Mr Delany and a Receipt given by him in Mr Freeman's Book for the same But the Complainant having never fulfilled and given that Direct and express Consideration so fully set forth in the said Exhibit is no more But the Complainant having never fulfilled and given that Direct and express Consideration so fully set forth in the said Exhibits is no more than Voucher or Credits of the Defendant than any other indifferent Person, the Complainant in his said Replication being unable in any Respect to prove that the Defendant is in the least indebted to the Complainant on the of the said Note of Hand substitutes a Voucher is marked with the most positive Falsehood instead of Proof and roundly Asserts that the said Note of Hand does not mention that the

of Hand and promises to pay Complainant Two Hundred Star Pagodas when my present Account for Powder Barrels, Rattans and Coopers Wages furnished by me to Mr Delany is passed by Him, and a receipt given by him in Mr Freeman's Books for the same this Defendant submits to this Honble Court that the Words by Him as above set forth, Clearly mean the said Bryan Delany and no other Person and that it Clearly appears by the said Account that it never has been passed by the said Bryan Delany as the Signature of the said Bryan Delany would have appeared on the same had it ever been Attested or passed by Him, nor did the said Bryan Delany ever sign or give a Receipt in Mr Freeman's Book for the same Agreeable to the Condition of the said note and tho' from the Replication it may appear that it is the Duty of the military Storekeeper to examine Accounts similar to the One, Annexed to the Complainants said Bill of Complaint Yet it is equally his duty to perform the same without any bribe or Consideration to his Dubash which is the truth and in fact is the Subject Matter of the present Bill of Complaint and this Defendant for further Rejoinder Doth aver and in fact say that the said Complainant is Dubash or Head Conicopoly to the said Bryan Delany and that the Special Service undertaken by the said Complainant has never been performed and that the passing or settling his Accounts passed by Mr Delany and having a Receipt given or signed in Mr Freeman's Books for the same by Mr Delany which is the pretended Consideration any Aid or Assistance from the said Complainant and therefore this Defendant Submits to the Judgment of this Hon:ble Court whether it Appears that the said Exhibit Marked **B** was passed by Mr. Scotney According to the Condition of the said Note and whether Admitting that the Accounts had been so passed by Mr. Scotney and a Receipt given in Mr. Trueman's Book by him for the same the said Contract and Agreement is not in itself Corrupt and Illegal and Consequently Void and of no effect —

All which Matters and things this Defend.t is ready to aver, maintain and prove, as this Hon:ble Court shall direct and humbly prays as in and by his Answer he hath Already prayed —

T. Spencer for self
James Grierson
Attorneys Defendants

Bryan Scotney
and
C. Breithaupt

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending in this Hon:ble the Mayor's Court at Madraspatnam Wherein [illegible] of Madras Dubash is Complainant and Rowley Lascelles by his Attorney [illegible] Tulloch is 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 Bryan Scotney
C. Breithaupt

2d ... Are You Acquainted with the hand Writing of the above Named Defendant If Yea look at the two Several Paper Writings now produced and Shewn to You at this the time of Your Examination and Marked Respectively with the Letters **A**. and **B**. the One Marked **A**. Purporting to be a promissory Note or Undertaking from the Defendant to the Complainant and the One Marked **B**. Purporting to be a Bill for Sundries furnished by the said Defendant to the Hon:ble Company Is not the said Paper Writing **A**. of the hand Writing of the said Defendant and is not the Receipt at the foot of the Paper Writing **B** of the proper hand Writing of the said Defendant —

To Bryan Scotney

3d ... Look at the Paper Writing C. Purporting to be the Copy of a Receipt from the Books in the Civil Secretary's Office Did You or did You not Sign a Receipt to the purport and Sum and in the Words therein set forth Were You or were You not Military Storekeeper of Fort Saint George at that time and Was or was not Charles Trueman Civil Secretary Was or Was not the Said Sum paid or Applied to the payment of the said Bill of Sundries Marked **B** for the Amount of the any Aid or Assistance from the said Complainant and therefore this Defendant Submits to the Judgment of this Honble. Court whether it Appears that the said Exhibit Marked **B** was passed by Mr. Scotney According to the Conditions of the said Note and whether Admitting that the Accounts had been so passed by Mr. Scotney and a Receipt given in Mr. Freeman's Book by him for the same the said Contract and Agreement is not in itself Corrupt and Illegal and Consequently Void and of no effect —

All which Matters and things this Defend.t is ready to aver, maintain and prove, as this Honble. Court shall Direct and humbly prays as in and by his Answer he hath Already prayed —

T. Spencer for self
James Grierson
Attorneys Defendants

Bryan Scotney
and
C. Breithaupt

Interrogatories to be Administered to each Witness who shall be produced Sworn and Examined in a Certain Cause now depending in the Honble. the Mayor's Court at Madraspatnam Wherein [illegible] of Madras Dubash is Complainant and Rowley [illegible] by his Attorney [illegible] 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 Bryan Scotney C. Breithaupt } 2d. Are You Acquainted with the hand Writing of the above Named Defendant If Yea look at the two Several Paper Writings now produced and shewn to You at this the time of Your Examination and Marked Respectively with the letters **A** and **B** the One Marked **A** Purporting to be a promissory Note or Undertaking from the Defendant to the Complainant and the One Marked **B** Purporting to be a Bill for Sundries furnished by the said Defendant to the Honble. Company Is or is the said Paper Writing **A** of the hand Writing of the said Defendant and is or is not the Receipt at the foot of the Paper Writing **B** of the proper hand Writing of the said Defendant —

To Bryan Scotney 3d. Look at the Paper Writing C Purporting to be the Copy of a Receipt from the Books in the Civil Secretary's Office Did You or did You not Sign a Receipt to the purport and Sum that in the Words thereof set forth Were You or were You not Military Storekeeper of Fort Saint George at that time and Was or was not Charles Freeman Civil Secretary Was or was not the Said Sum paid or Applied to the payment of the said Bill of Sundries Marked **B** for the Amount of the

Scottney and Christopher Boultenay 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 Cashwa is Complainant and Rowley Lascelles by his Attorney John Tulloch is Defendant on the 20th October and 4th Day of November Anno Domini 1756

J. Spalding
Examiner

Fort St George 13th Oct 1755

Received from the Hon.ble Company Cash the Sum of Two thousand six hundred and Seven Pagodas, thirty One Fanams & forty Cash for the Charges of the Military Storekeepers Employ.

B. Scottney
J. Sharpe

This Exhibit Marked C was shown to Brian Scottney at the time of his Examination before me on the Part of the Compl.t in a Cause depending in the Hon.ble the Mayors Court at Madraspatnam wherein Cashwa is Complainant and Rowley Lascelles by his Attorney John Tulloch is Defendant On the 20th Day of October Anno Domini 1756.

J. Spalding

Mayor's Court at Madraspatnam } Between Cashwa of Madras Dubash Complainant and Rowley Lascelles by his Attorney John Tulloch Defendant

On the Part of the Complainant

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

Brian Scottney of the Hon.ble Companys Service of Fort Saint George Aged 55 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 20th Day of October 1756 Signified at the Office of Mr Tulloch's [illegible] who is Attorney for the Defendant by Vincatachelumney 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.t

1st ...... To the first Interrogatory this Deponent saith that he doth know the Complainant Cashwa in this Cause and that he hath known him Since the Year One thousand Seven hundred and twenty Eight and that he doth know the Defendant Rowley Lascelles in this Cause and that he hath known him Since the Year One thousand Seven hundred and eighty One And more saith not to this Interrogatory.

To the Second Interrogatory this Deponent saith that he

(106)

and B. the One Marked A. Purporting to be a promissory Note or Undertaking from the Defendant to the Complainant and the one Marked B. purporting to be a Bill for Sundries furnished by the said Defendant he is certain that the Subscriptions of Mr Lasalle Annexed to the said two Papers are his Own hand Writing And more saith not to this Interrogatory

3d ...... To the Third Interrogatory this Deponent saith that upon Looking at the Paper Writing Marked C. purporting to be the Copy of a Receipt from the Books of the Civil Paymaster office he knows that the Original Receipt to the purport and tenor and in the Words thereof Effects that he was then Military Storekeeper and that Mr Tunman was not Paymaster and that he knows the said Sum in the Bill for Sundries Marked B. was Applied in payment of the Same and more saith Not to this or the last Interrogatory

J. Spalding
Examiner

B: Scollney

Mayor's Court at Madraspatnam } Between Cashewa of Madras Dubash Complainant and Chevalier Lasallie by his Attorney John Pollock Defendant

On the Part of the Complainant

Deposition of Witnesses taken in this Cause

(107)

Christopher Brithaupt of Madras Inhabitant Aged 23 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 4th Day of November 1786 Signified at the Office of Mr Pulling Spencer who is Attorney for the Defendant by Vencatachelum my Servant who also left him a Note of the Name Addition 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 Cashewa in this Cause and that he hath known him Twelve Years or thereabouts and that he doth know the Defendant Regiley Lasallie in this Cause and that he hath known him Three Years or thereabouts And more saith not to this Interrogatory

2d ...... To the Second Interrogatory this Deponent saith that upon Looking at the paper Writings respectively Marked with the Letters A. and B. the One Marked A. purporting to be a Promissory Note or undertaking from the Defendant to the Complainant and the One Marked B. Purporting to be a Bill for Sundries furnished by the Defendant to the Hon'ble Company he knows the paper Writing Marked A. to be of the Defendant's hand Writing and the Receipt at the bottom of the paper Writing Marked B. also to be of the proper hand Writing of the Defendant And More saith not to this or the last Interrogatory

J. Spalding
Examiner

C: Brithaupt

Mayor's Court at Madraspatnam } { Tuesday the 30th Day of January Anno Domini 1787

Present

James Call Esquire Mayor

William Webb and Vincentio Corbett Aldermen

L.S.

Mayor's Court

Between [illegible] of Madras Dubash Complainant and Rowley Lascelles late Cornet of the Honble United English East India Company at their Presidency of Fort Saint George Defendant

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attorneys on both sides and reading the Complainant's Bill with three Exhibits Marked A B & C thereunto, the Defendant's Answer, the Replication, the Rejoinder, the Interrogatories and Depositions on the part of the Complainant with the Exhibits Marked A B and C annexed. On Hearing the Pleadings made thereon by the Attorneys and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Hundred Pagodas of Pag. 200 together with all such Interest as is now due and shall hereafter become due thereon

---

Filed 27th Octr 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator [illegible] of Madras Merchant that Richard Johnston of Fort Saint George on the Coast of Coromandel Esquire stands Indebted unto Your Orator in the full and just Sum of One hundred and thirty four Pagodas and eighteen fanams lege. the with [illegible] 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 fifteen shillings or thereabouts as will more fully and at large appear by Copy of a Bill hereunto Annexed for the Inspection of this Honble Court to which Your Orator prays may be Admitted as part and parcel 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 thirty four Pagodas and eighteen fanams from the said Richard Johnston —

But now so it is 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 General Relief In which this Honble Court shall appear Reasonable Equity and Good Conscience To the End therefore that the said Richard Johnston May upon his Corporal Oath full true direct and perfect Answer

(108)

Mayor's Court at Madraspatnam } { Tuesday the 30th Day of January Anno Domini 1787

L.S.

Mayor's Court

Present

James Call Esquire Mayor

William Webb and Vincentio Corbett

Aldermen

Between [illegible] of Madras Dubash Complainant and Rowley [illegible] late [illegible] of the Honble United English East India Company at their Presidency of Fort Saint George Defendant

This Cause Coming on to be Tried and Debated this Day in the Presence of the Attornies on both sides Reading the Complainant's Bill with three Exhibits Marked **A B** & C thereunto the Defendant's Answer the Replication the Rejoinder the Interrogatories and Depositions on the part of the Complainant with Exhibits Marked **A B** and C thereunto On Hearing the Pleadings made thereon of both the Attornies and mature Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred Pagodas (Pags 200) together with all such Interest as is now or shall hereafter become due thereon

[illegible]

---

(109)

Filed 27th Octr 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Ugarelly [illegible] of Madras Merchant that Richard Johnston of Fort Saint George on the Coast of Coromandel Esquire stands Indebted unto Your Orator in the full and just Sum of One hundred and thirty four Pagodas and eighteen fanams together with Interest 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 fifteen shillings or thereabouts as will more fully and at large appear by Copy of a Bill hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be Admitted as part and parcell 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 thirty four Pagodas and eighteen fanams from the said Richard Johnston

But now so it is 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 General Relief in such sort as this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Richard Johnston

[illegible]

Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and thirty four Pagodas and Eighteen fanams together with Interest as shall or may hereafter become due thereon also all Costs of this Suit.

May it Please this Hon'ble 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 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.

27th October 1786.

Chas. Baker Atty. at Law
for Chas. Bromley 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 cause to believe the Defendant will depart from the Jurisdiction of this Hon'ble Court on hearing that this Bill is filed against him Let a Summons Issue and Returnable immediately and a Warrant of Arrest Issue thereon.

Robt. Ewing
Mayor

Richard Johnston Esqr. Dr.

To 42 Dozen Candles @ 11 Pag. ⅌ Dozen Pags. 132 . .

E. E.

Lettk.
(Signed) Aquavelly Salur

Madras
29th Augst. 1786

(Signed) Richd. Johnston

(A true Copy) Chas. Baker for Chas. Bromley

1786
August 24th To Amount of the Bill 132 . .
October 24th To Interest 1 mo. 23 ds. @ 12 ⅌ Ct. .. 2.18.
Pagodas 134.18 .
Aquavely Lettk.

Filed 27th Oct. 1786.

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

Between Aquavelly Salur of Madras Merchant and Richard Johnston of Fort Saint George on the Coast of Coromandel Esquire.

The Affidavit of Aquavelly Salur

Oath and saith that the above Named Defendant stands Justly and Truly Indebted unto him this Deponent in the full and just Sum of One Hundred and thirty four Pagodas and eighteen fanams arising upon a Bill. And that he hath reason to believe the Defendant will depart from the Jurisdiction of this Hon.ble Court on hearing that this Bill is filed against him

Agavali

Sworn before me
this 27. October 1736
Rob.t Ewing
Mayor

Chas. Baker for Chas. Bromley

Mayor's Court at Madraspatnam } Tuesday the 30.th Day of January Anno Domini 1737

Present

L.L.

James Call Esquire Mayor
William Webb and Vincentio Corbett
Aldermen

Mayor's Court

Between Agavully Chetty of Madras Merchant Complainant and Richard Johnston of Fort Saint George on the Coast of Coromandel Esquire Defendant

---

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 thirty four Pagodas and eighteen fanams Pagodas 134. 18 Together with all Interest that is now or shall hereafter become due thereon untill full payment is made also all Cost of this Suit

Per Cur

Filed in Court the
4 May 1736

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

Humbly Complaining sheweth unto this Hon.ble Court Your Orator Tallee Sunama Chitty of Madras Merchant That Madana Viboy late of the same place Widow stands justly and truly indebted unto Your Orator in the full and just Sum of One thousand and Twenty Seven Star Pagodas Twenty Nine 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 Four hundred and Eleven Pounds and one Shilling as thereunto as will more fully and at large Appear by the Copies of an Account Current and the Translation of a Mortgage Bond duly Executed and delivered by the said Madana Viboy unto Your Orator with a Special Power and for and Answer the same in this Hon.ble Court Annexed to this Your Orators Bill of Complaint and which Your Orator prays may be Admitted a part of this Your Orators Bill of Complaint the Original thereof now being in Your Orators Custody and ready to be Produced to this Hon.ble Court whenever he shall be thereunto Required And Your Orator further Shews unto this Hon.ble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Madena bibey of the said Sum of One Thousand and Twenty Seven Star Pagodas Twenty Nine fanams and Twenty Cash —

But now so it is May it Please this Hon.ble Court that the said Madena bibey 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 Madena bibey 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 Repeated and particularly interrogated and that She may be Decreed to pay unto Your Orator the aforesaid Sum of One thousand and Twenty Seven Star Pagodas Twenty Nine fanams and Twenty Cash together with all such interest as now is or shall thereafter become due thereon and also all Costs of this Suit —

May it Please this Hon.ble Court to Cause the said Madena bibey to be Summoned and Required by this Hon.ble

thereof Personally to be and Appear before this Hon.ble Court at a Certain time and place to be by this Hon.ble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and Abide by such Order and Decree thereon as to this Hon.ble Court shall seem Meet —

Or. Peter Walker
Atty for Complainant

Madena bibey in Account Current with
Taldoo Lingana Chitty

Dr				Cr	
To Amount of Princ.l on Mortgage Bond of this Date	1025 - -	1786 May 2	By Ballance due	1027 - 29 - 20	
2 To Interest on Do. to the May being 8 Mays @ 12 p Cent p Annum					

Pag.

E. E.

A true Copy — Taldoo Lingana

Peter Walker
Atty for Complainant

Cutty
Com
By
The Defenda
Charles Baker and
The Complainant
for this to file Orde
Order and Decree
Complainant the
and Twenty
Twenty Cas
Interest

Translation of a Mortgage Bond dated the 20th of Chittery Month in the Year Called [illegible] answering to 20th April 1786.

I Madena Libby Widow of [illegible] do give this Mortgage Bond to Talldee Singana Chittyar [illegible]

[illegible]

Witnesses (Signed) [illegible]

Maddola [illegible]

Verdapah

[illegible]

Language [illegible]

[illegible]

[illegible] Attorney for Complainant

Mayor's Court at }
Madraspatnam }

{ Tuesday the 20th Day of February
{ Anno Domini 1787

Present

L.S.

James Call Esquire Mayor
Edward Garrow and Andrew Ross
Aldermen

Mayor's Court

Between Talldee Singana Chittyar of Madras Merchant Complainant and Madena Libby [illegible] of the same place Widow Defendant

The Defendant appears by his Attorney Mr Charles Baker and Acknowledging the Justice of the Complainant's Demand This Court Doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Thousand and Twenty Seven Star Pagodas Twenty Nine fanams and Twenty Cash (Pag. 1027.29.20) together with the Interest [illegible] shall Accrue thereon until full payment is made also all Costs of this Suit.

Per Cur.

Filed 2d December 1786 —

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Cummanarta Chitty of Madras Merchant That Thomas Fisher of the same place Shopkeeper stands justly and truly Indebted unto Your Orator in the full and just Sum of Two hundred and thirty Seven 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 Ninety four Pounds and Sixteen Shillings as will more fully and at large appear by Copy of a Promissory Note and an Account 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 Thomas Fisher of the said Sum of Two hundred and thirty Seven Pagodas and three fanams

But now so it is May it Please this Hon'ble Court the said Thomas Fisher Obstinately and wilfully refuses to pay the same or any part thereof unto Your Orator [illegible] Manner of [illegible] 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 Thomas Fisher May upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same Were herein again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and thirty Seven 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 Hon'ble Court to Grant the said Thomas Fisher 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 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 —

Chas. Baker
Atty for Complainant

Thur 30th November 1786.

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

Robt. Ewing
Mayor

(120)

Fort St. George 30th May 1786

I Promise to pay Chinnamootoo Chitty the Sum of Two Hundred and Thirty One Star Pagodas 3 Months after Date for Value Received.

Witness

Thos. Fisher

A true Copy

Jno. Baker

Pags. 231 . .

Mr. Thomas Fisher

1786 May	30th	To the Amount of Your Promissory Note bearing Date this Day	231 . .
Novr.	20th	To Intt. on Do. from 1st September to this day is 2 Months and 20 Days @ 12 ₽ Cent	6 3 .
		Pagodas	237 3 .

Madras

Novr. 20th 1786

E. E. Chinnamootoo

A true Copy

Jno. Baker

---

(121)

Filed the 16th Decemr. 1786

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

Between Chinnamootoo Chitty of Madras Merchant Complainant and Thomas Fisher of the same place Shopkeeper Defendant

Chinnamootoo Chitty the above named Complainant Maketh Oath and Saith that Thomas Fisher the above Named Defendant is justly and truly indebted unto this Deponent in the full and just Sum of Two hundred and Thirty Seven Pagodas and three fanams Current Money of Madras being the Amount of a Promissory Note.

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

Soobarayan
Interpreter

Refused to pay the same to your Orator in 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 Zacariah 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 fully truly and Effectually to all intents and Purposes as if the same were herein again Repeated and Particularly Interrogated and that the said [illegible] Decreed to pay unto Your Orator the aforesaid Sum of Five hundred and Twenty eight Pagodas Twenty Six fanams and Six Cash with all such Interest as now is or shall hereafter become due thereon besides all Costs of this Suit.

May it Please this Honble Court to Grant the said Zacariah 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.

Thos. Baker
Atty. for Complainant

[illegible] Decr 1786
This Bill was sworn to and on the day of Adjournment [illegible] Summons granted returnable on 16th January 1787 Next.
[illegible] Call

Know all Men by these Presents that I Zacariah Polack of Madras Merchant am held and firmly bound unto Thomas Parnell of the same place Merchant in the Penal Sum of Two Thousand Star Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Thos. Parnell 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 first (1st) day of July in the Year One thousand Seven hundred and Eighty Five

Whereas the above bound Zacariah Polack hath borrowed and Received of the above Named Thos. Parnell the full and Just Sum of One Thousand Star Pagodas of the said Currency Payable after the Expiration of Twelve Months from the date hereof to bear Interest for the Six Months at the rate of 12 P Ct & the remainder Six Months Without Interest for the better Security [illegible] Mortgage my Garden and House Bill of Sale [illegible] [illegible]

Now the Condition of this Obligation is such that if the above bound Zacariah Polack his Heirs Executors Administrators do and shall well and truly pay or cause to be paid unto Thos. Parnell his Heirs Executors Administrators or Assigns the full and Just Sum of One Thousand St. Pags of the said Currency together with such Interest as shall be [illegible] then this Obligation to be Void and of none Effect otherwise to Continue in full force and Virtue

Z. Polack (L.S.)

Signed Sealed and Delivered [illegible] in the Presence of
[illegible]

[illegible]
Thos. Baker

(126)

Dr. Mr. L Polack in Account Current With Thomas Barrell Cr.

1785 July	1	To Cash on a Bond	1000	-	-	1786 Apr	24	By Cash for Interest	72	-	-
		To Interest on Do from 1st of January 1786 to this Day	115	-	-	June	21	By Do in Part	200	-	-
		To Sundry Pains Postage and Tandum	2	24	-	July	12	By Do Do	150	-	-
						Sept	2	By Do Do	40	-	-
							7	By Do Do	5	-	-
							11	By Do Do	5	-	-
								By Interest on Pag. 400	21	3	24
						Oct	16	By Sundry Credits	2	4	12
								By Cash Delivered to Mr Cunning on account	87	32	-
									588	40	74
								By Ballance due	528	26	6
		St Pagodas	1117	24	-			Pagodas	1117	24	-

Madras Decr 15th 1786
Errors Excepted Thos Barrell
Above Copy Chas Parker

(127)

To all People to whom these Presents shall come Greeting Whereas Lazarus la Polack of Madras Merchant in and by the Ballance of an Account Current bearing date the fifteenth day of December in the Present Year of Our Lord One thousand seven hundred and Eighty Six Arising on a Mortgage Bond or Obligation bearing date the first day of July which was in the Year of Our Lord One thousand seven hundred and Eighty five Stands Justly and truly indebted unto Thomas Barrell of the same place Merchant in the Sum of Five hundred and Twenty eight Pagodas Twenty Six fanams and Six Cash as by the said Mortgage Bond or Obligation and an Account Current May Appear And Whereas there still Remains due to the said Thomas Barrell on the said Mortgage Bond or Obligation and an Account Current the said Sum of Five hundred and Twenty eight Pagodas Twenty Six fanams and Six Cash Making in Sterling Money of Great Britain Allowing Eight Shillings for every Pagoda the Sum of Two hundred and Eleven Pounds and nine Shillings Now Know Ye that the said Thomas Barrell for a Valuable Consideration to him in hand paid by Charles [illegible] of Madras Merchant at or before the Sealing and Delivery of these Presents the Receipt whereof the said Thomas Barrell Doth hereby Acknowledge he the said Thomas Barrell Hath Sold Assigned and Set over and by these Presents Doth Sell Assign and Set over unto the said Charles [illegible] the said Mortgage Bond or Obligation

and an Account Current and the Money then yet due and
Owing and which may become due and owing thereon and
all the Right and Interest of in and to the same and every
Part thereof and the said Thomas Barrett for the Consideration
aforesaid Hath made Constituted and Appointed and by
these Presents Doth Make Constitute and Appoint the
said Charles Lincoln his Heirs Executors Administrators
and Assigns his true and lawful Attorney or Attornies
Irrevocable for him and in his name and in the Name and
Names of his Heirs Executors Administrators and Assigns
but for the sole and proper use and Benefit of the said Charles
Lincoln his Heirs Executors Administrators and Assigns to
ask Require Demand and Recover of the said [illegible]
[illegible] his Heirs Executors Administrators and Assigns
the Money due and to become due on the said Mortgage
Bond or Obligation and Account Current and on Non
Payment thereof from the said [illegible] his Heirs
Executors Administrators and Assigns to sue for and recover
the same and on Payment thereof to Deliver up the said
Mortgage Bond or Obligation and Account Current and
Give sufficient Release and Discharges therefor and one or
More Attorney or Attornies under him to make Constitute
and Appoint and what the said Charles Lincoln or his
Attorney or Attornies under him shall lawfully do in the
Premises the said Thomas Barrett Doth Ratify allow and
Affirm and the said Thomas Barrett Doth Covenant with
the said Charles Lincoln that he the said Thomas Barrett hath
Not Received nor will Receive the said Money due and to become

due on the said Mortgage Bond or Obligation and and Account
Current or any Part thereof Neither shall or will Release or Discharge
the same or any part thereof but will own and Allow of all lawfull
Proceedings for the Recovery thereof by the said Charles Lincoln
Saving the said Thomas Barrett harmless of and from any
Evils that may happen to him thereby In Witness whereof
the said Thomas Barrett hath hereunto Set his Hand and
Seal in Fort Saint George this fifteenth Day of December
in the Year of Our Lord One thousand Seven hundred and
Eighty Six

Thos. Barrett (L.S.)

Signed Sealed and Delivered
When no Stamps Required to be had
in the Presence of ....

Jas. Hoddel

A True Copy
Chas. Baker

Mayor's Court at Madraspatnam } Tuesday the 20th Day of Feby (17)
Anno Domini 1787

(L.S.)
Mayor's Court

Present
James Call Esquire Mayor
Edward Garrow and Andrew Ross
Aldermen

Between Thomas Barrett
by his Attorney Charles Lincoln of
Madras Merchant Complainant

Place Merchant Defendant

The Defendant appears by his Attorney Mr. Peter Walther and Acknowledging the Justice of the Complainants Demand The Court doth therefore think fit to Order and Decree and doth hereby Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five hundred and twenty eight Pagodas Twenty Six fanams and Six Cash Pagodas 528.26.6 together with all such Interest as now is or shall hereafter become due thereon until full payment is made and also all Costs of this Suit.

Decree

Filed 18th October 1786.

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orators Charles [illegible] and David Young of Madras Merchants that Henry Lindsay of the same place Merchant stands Justly and truly indebted unto Your Orators in the full and Just Sum of Twenty One Pagodas Thirty Six 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 Sum of Eight Pounds and fourteen Shillings as will more fully and at large appear by Copy of a Bill hereunto Annexed for the [illegible]

Contents of which Your Orators Pray may be Admitted a part of this their Bill of Complaint and Your Orators further Sheweth unto this Hon'ble Court that they have frequently and in an Amicable Manner requested payment from the said Henry Lindsay of the said Sum of Twenty One Pagodas Thirty Six fanams and forty five Cash.

But now so it is May it Please this Hon'ble Court the said Henry Lindsay Obstinately and wilfully refuses to pay the same or to give Your Orators any Manner of Satisfaction touching the Premises Your Orators therefore pray 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 Henry Lindsay may upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were herein Repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orators the aforesaid Sum of Twenty One Pagodas Thirty Six fanams and forty five Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Hon'ble Court to Cause the said Henry Lindsay 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 Hon'ble Court at a [illegible] time and place to be by this Hon'ble Court —

(132)

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 11th October 1786.
This Bill was shewn to me in the Hours of Adjournment Let a Summons Issue and Returnable Next Court Day.

Robt Ewing
Mayor

Chas Baker
Complainants Attoy

Mr Henry Lindsay .... Dr

To 100½ Gallons of Brandy @ 3/	162.36.13
To 2 .... Dozen of Claret @ 4½	9 - -
	Pagodas 171.36.13

Madras
1st June 1786.

E. E.
Lord & Young

True Copy
Chas Baker

Filed the 12th June 1786.

(133)

The General Answer

of Henry Lindsay of Madras Inhabitant Defendant to the Bill of Complaint of Charles Lord and David Young of the same place Inhabitants Complainants.

This Defendant Now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the Many Errors Uncertainties Insufficiencies and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is advised is any ways Material for him to make Answer unto he saith that he Absolutely denies to stand justly Indebted unto the said Complainants in Manner as the same is Charged in the said Bill of Complaint.

All which Matters and things this Defendant is ready and Willing to Verify Maintain and prove as this Honble Court shall direct and humbly prays to be Dismissed with his Reasonable Costs and Charges in this behalf Most Wrongfully Sustained.

T. Spencer
Attoy Defendant

Mayor's Court at Madraspatnam } { Tuesday the 27th Day of February Anno Domini 1787.

Present

L.S

James Call Esquire Mayor

William Webb and Josias Du Pre Porcher

Aldermen

Mayor's Court

Between Charles Lyd and David Young of Madras Merchants Complainants and [illegible] Lindsay 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 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 Seventy One Pagodas Thirty Six fanams and forty five Cash or Pagodas 71. 36. 45 together with the Interest now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

By the Court

Filed 9th January 1787.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Oakes by his Attorney Josias Du Pre Porcher of Fort Saint George Esquire That Thomas Davis Charles Lyd and James Barker of Madras Gentlemen Stand Justly and truly Indebted unto Your Orator in the full and Just Sum of Four hundred and Eighty Six Pagodas forty three 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 Ninety four Pounds and Sixteen Shillings as will more fully and at Large appear by Copies of a Bond or Obligation and an Account Current thereunto Annexed for the Inspection of this Honble Court and Which Your Orator prays may be Admitted a 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 Thomas Davis Charles Lyd and James Barker of the said Sum of Four hundred and Eighty Six Pagodas forty three fanams and forty Cash But now so it is May it Please this Honble Court the said Thomas Davis Charles Lyd and James Barker Obstinately and wilfully refuse to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief suitable to this Honble Court shall appear Agreeable to Equity and good Conscience together With such Interest as shall or may become due thereupon then the Obligation to be Void and of none Effect otherwise to Continue in full force and Virtue

Signed Sealed and Delivered }
(Where no Stamped paper is to be had) }
in the Presence of

James Byrne

Thos. Barter

Thos. Davis (L:S)

Chas. Loyd (L:S)

Jas. Barter (L:S)

Dr. Messrs. Thos. Davis Charles Loyd and James Barter in Acct. Current with Thomas Oakes Esquire Cr.

6	2	To the Amount of Your Bond bearing date this day	1646	-	-	1786 Septr.	25	By Cash Received	590 - -
						Octr.	2	By Do. Do. from Mr. Balfour	600 - -
2	2	To Interest on Do. to this day at 12 per Cent per Annum	55	34	-	Decr.	2		1190 - -
								Interest on the above Sums to this day at 12 per Cent per Annum	
								On Pags. 590 - 2⅔ 13.6.40	
								On Do. 600 - 1.24 11.24	24.35.40
									1214.35.40
								Balance due	486.13.40
		Pagodas	1701	34	-			Pagodas	1701.34 -

Fort Saint George 2nd December 1786
Errors Excepted
P. Josias du Pre Porcher
Atty. to Thos. Oakes Esqr.

A true Copy
Chas. Baker

Mayor's Court at Madraspatnam } { Tuesday the 27th Day of February Anno Domini 1787.

L:S:

Present

James Call Esquire Mayor

William Webb and Josias Du Pre Porcher

Aldermen

Between Thomas Oakes by his Attorney Josias Du Pre Porcher of Fort Saint George Esquire Complainant and Thomas Davis Charles Loyd and James Barter of Madras Gentlemen Defendants

It Appearing by the Records of this Court that the Usual Rules have passed for the Defendants to Answer the Complainants Bill Which they have Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and Just Sum of Four hundred and Eighty Six Pagodas forty three fanams and forty Cash Star Pags. 486.43.40 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

By the Court

by the Sheriff of Fort Saint George Town of Madrapatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your 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
Atty Complainant

Dr Vencatachella Chitty in Account Current With Nandeyampauckum Narraina Moodelly Cr

To the amount principal of Your Mortgage Bond to me of this Date	200 - -		By Ballance	216. 33 -
To Interest on Do from the 14th June 1786 to this Day is 8 M 11 D @ 12 per Cent per Annum	16. 32 -			
Pagodas	216. 32 -		Pagodas	216. 33 -

Madras 25th February 1787
Errors Excepted
E. E.

A true Copy — Hy Du Puy
Atty Compt

Translation of a Mortgage Bond Dated the 4th Anne Month in the Year Called Parapavader the 14th June 1786 —

Vencatachella Chitty Son of Cannamaul Mottal Chitty of Madras do give this Mortgage Bond to Vandeyampauckum Narraina Modaly of the same place that is to Say —

That Our Mannabalum Moodaparonaul Gilly and his Son Vadamala they both Mortgaged a piece of Ground together with the Chuttey Bill of Sale which is Situated in Padarayar Pagoda Street on the East side to Annavalla's house, and on the West side to Sooma Chitty's house which premises together with the Mortgaged Bond they have granted to me, I have Mortgaged to You and thereon Received and Borrowed and Received of You the Sum of (200) Two hundred Star Pagodas Current Money of Madras which Sum I promise to pay You on or before the 9th February Next with such Interest as may become due thereon at the Rate of Twelve per Cent per Annum in default of the said payment then You are impowered to Sue in the Mayor's Court and get the premises Sold in Outcry and paid Yourself — Thus I do give this Mortgage Bond by my Consent — Witnesses Sadarasa Palanam Vencatachella Modelly and Saunu Sadarasa Palanam by their knowledge Drawn by Poraum Naicker —

Witness (Signed)
The Mark of Vencatachella Modelly
(Signed) Vencatachella

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

Soobarayam Interpt

Mayor's Court at Madraspatnam } { Tuesday the 6th Day of March Anno Domini 1787.

L.S.

Mayor's Court

Present

James Call Esquire Mayor

Edward John Holland and John Menzies Aldermen

Between Tandevarayana Samy Iyerina Modelly of Madras Inhabitant Complainant and Vencatachella Chetty of the same Place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainant's Demand This Court doth therefore think fit to Order and Decree and doth therefore Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and Sixteen Pagodas and thirty three fanams Pagodas 216..33. Together with such Interest as now is or shall hereafter become due thereon until full payment is made and also all Costs of this Suit

Per Cur.

Filed the 23 Jany 1787 in Court

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

Humbly Complaining sheweth unto this Hon'ble Court Your Orator Sayaga Veeragal Punut of Madras Inhabitant that Thomas Fisher and Alexander Coote of the same place Merchants stand Indebted unto Your Orator in the full and just Sum of One Hundred and Thirty Pagodas and fourteen fanams Current Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Fifty two Pounds two Shillings and Six Pence as will more fully and at Large Appear by an Account Current and also by Copy of a Promissory Note given and Granted unto Your Orator by the said Thomas Fisher and Alexander Coote on the Fourteenth Day of September in the Year of Our Lord One thousand Seven Hundred and Eighty Six hereunto Annexed for the Inspection of this Hon'ble Court both which Your Orator prays may be Admitted as part of this his Bill of Complaint And Whereas Your Orator hath frequently and in an Amicable manner Requested Payment of the said Sum of One Hundred and Thirty Pagodas and fourteen fanams from the said Thomas Fisher and Alexander Coote

But now so it is May it Please this Hon'ble Court the said Thomas Fisher and Alexander Coote Obstinately and wilfully Refuse to pay the same or to Give Your Orator any Manner of Satisfaction Touching the Premises

146

Hon.ble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Thomas Fisher and Alexander Coote May upon their Corporal Oaths 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 they may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Thirty Pagodas and further fanams together with all such Interest as now is or shall become due thereon as also all Costs of this Suit.

May it Please this Hon.ble Court to Summon the said Thomas Fisher and Alexander Coote 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 Presidt and Appointed then there to Answer this Your Orators Bill of Complaint and further to stand to and Abide by such Order and Decree therein as to this Hon.ble Court Shall Seem Meet.

Alex.r Du Puy
Atty Complainant

147

Dr. Thomas Fisher & Alexander Coote in Acct. Curr.t with Sapagee Vorrage — Cr.

	Day		P.	F.	C.
	14	To the Amount Principal of Your Promissory Note bearing of this date	128.	22.	"
	14	To Interest on D.o from the 14th Oct.r 1786 to this day is 3 Months @ 12 p C.t p Annum	3.	39.	"
		Pagodas	132.	16.	"

1786	Day		P.	F.	C.
Nov.r	5	By Cash Received in Part	2.	"	"
1787 Jan.y	14	By Interest on D.o from the 5th Nov.r 1786 to this day is 2 Months and 9 days @ 12 p C.t p Annum	"	2.	"
			2.	2.	"
		By Ballance	130.	14.	"
		Pagodas	132.	16.	"

Madras 14th January 1787
Errors Excepted

Fort St. George Sept. 24th 1756

We Promise to Pay to Sappa Naique or Order the Sum of One Hundred and twenty Eight Pagodas and Twenty Two fanams in the Space of One Month after this date for Value Received.

T. Fisher & Cook

Witness

A true Copy

Th. Du Pré

Attorney Complainant

P. f.
Pagodas 128. 22.

Mayor's Court at Madraspatnam } { Tuesday the 1st Day of March Anno Domini 1757

Present

L.S.

James Call Esquire Mayor

Edwd. John Holland and John Menzies

Aldermen

Mayors Court

Between Sappa Naick an Inhabitant of Madras Inhabitant Complainant and Thomas Fisher and Alexander Cook of the same place Merchants Defendant.

It Appearing by the Records of this Court that the

ding 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 Thirty Pagodas and fourteen fanams Pagodas 130.14 — 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 —

Per Cur.

Filed the 12th January 1757 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator James Barker of Fort Saint George Merchant That Peter Packman Ensign in his Majesty's Thirty first Regiment of foot stands well and truly indebted unto Your Orator in the full and Just Sum of One Hundred and fifty Pagodas, Six fanams, and Twenty 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 Sixty Pounds One Shilling and three pence or thereabouts, as will more fully and at large Appear by Copy of an Account Current thereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays May be taken as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from

Pagodas Six fanams and twenty four Cash Current Money of Madras —

But now so it is May it Please this Hon.ble Court that the said Peter Paxton 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 Hon.ble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore That the said Peter Paxton may upon his Corporal Oath full true direct and perfect Answer Make to all and singular the Matters and things hereinbefore set forth and Alledged as fully truly Perfectly and Effectually to all Intents and Purposes as if the same were here Again Repeated and Particularly Interrogated And that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and fifty Pagodas Six fanams and twenty four Cash Current Money of Madras together with all Such Interest as now is or shall hereafter become due thereupon also all Costs of this Suit —

May it Please this Hon.ble Court to Cause the said Peter Paxton to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Hon.ble Court at a Certain time and Place to be by this Hon.ble Court Prefixed —

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 —

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

James Call
Mayor

Edward Ellis
Att.y for the Complainant

152

153

Dr. — Mr. Paxton in Account Current with James Barter — Cr.

1785						
September	10th	To Balance of an Account Delivered		69.	31.	-
October	29th	" A Wig to Mr. Leonard		4.	-	-
November	30	" 1½ Dozen of Ale and Basket	4. 24. -			
	3rd	" 1 Dozen of Cyder and Do.	4. 2. -			
	10th	" 1 Ham weighing 20 lb @ 18 fan. ℔	8. - -			
		" 1 Turkey	3. - -			
		" 1 Rump of Beef	1. - -			
		" 2 Dozen of Claret	11. - -			
		" 1 Dozen of Hock	12. - -			
		" 1 Dozen of Cyder	4. - -			
		" Salt Petre	- 12. -			
		" 1 Box of Sugar Candy	4. - -			
		" 1 Dozen of Claret and Basket &c.	5. 34. -			
		" Your share in an Acct. with Mr. Leonard	52. 25. -	110.	7.	-
				183.	38.	-
		To Interest on the above Sum of 69.31 from the 10th Oct. 1785 to this date being 13 Months and 19 Days @ 12 per Cent per Annum	9. 20. 32			
		" Do. on 4 Pags. from 29th Novr. 1785 to this date being 12 Months	- 20. 12			
		" Do. on 110. 7 from 10th Novr. 1785 to this date being 11 Months and 19 Days @ 12 per Cent per Annum	12. 32. 31	22.	30.	75
		Pagodas		206.	26.	75

1785					
November	4th	By Cash received in Part	50.	-	-
		Interest on ditto from the above Date to this 29th November 1786 being 12 Months and 25 days at 12 per Cent per Annum	6.	21.	1
			56.	20.	1
		By Balance Due	150.	6.	74
		Pagodas	206.	26.	75

Fort Saint George [illegible] November 1786 [illegible]

A true Copy

Mayor's Court at Madraspatnam } Tuesday the 6th Day of March Anno Domini 1787

Present

James Call Esquire Mayor

Edwd. John Holland and John Menzies Aldermen

L.S.

Mayor's Court

Between James Parker of Fort Saint George Merchant Complainant and Peter Paxton an Ensign in His Majesty's Seventy 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 One Hundred and fifty Pagodas Six fanams and Twenty four Cash or Pagodas 150.6.24 together with all such Interest as now is or shall hereafter become due thereon until full Payment be made also all Costs of this Suit — Per Cur

Filed 2d January 1787 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Leonard a Volunteer in His Majesty's Fifty Second Regiment of Foot That Joseph Burghall of Saint Thomé Inhabitant stands well and truly Indebted unto Your Orator in the full and Just Sum of Two hundred and Twenty Eight Pagodas fourteen 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 Ninety One Pounds Seven Shillings and Eight Pence as will more fully and at large appear by Copies of the Accounts and two Promissory Notes or Written Obligations herewith 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 Originals being in Your Orator's Possession ready to be produced when Required — And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested Payment from the said Joseph Burghall of the said Sum of Two hundred and Twenty Eight Pagodas fourteen fanams and Twenty Cash Current Money of Madras —

But now so it is May it please this Honble Court that the said Joseph Burghall Obstinately and Wilfully refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises — Your Orator therefore prays [illegible] this Honble Court that he shall appear

Agreeable to Equity and Good Conscience To the End therefore That the said Joseph Burghall 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 here again repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the said Sum of Two hundred and Twenty Eight Pagodas fourteen fanams and Twenty 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 Your Honble Court to award the said Joseph Burghall 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 —

This Bill was drawn [illegible]
the Day of Adjournment [illegible]
Summons Returnable the Next Court day [illegible]
Edwd John Holland

Edward Ellis
Attorney for the Complt

Mr Joseph Burghall .... Dr

1785 August 13	To Amount of Your Promissory Note of this date Payable to me Ten days after	18.22..
	To Interest D° from 23 Augt 1785 to 23 Jany 1787 being 1 Year 5 Months @ 12 p Cent p Annum	3.6.20
1786 July 13	To Amount of Your Promissory Note of this date Payable Three Months after date	200..
	To Interest D° from 13 Octr 1786 to the 23 Jany 1787 being 3 Months & 10 days @ 12 p Ct p Annum	6.28..
	Star Pagodas	228.14.20

Fort Saint George 23 January 1787
Errors Excepted

A true Copy Edward Ellis
Atty for the Complt

I Promise to pay to Mr Leonard or Order the Sum of Eighteen Star Pagodas twenty two fanams at Ten days after date for Value Received (Signed) Joseph Burghall

Madras Augt 13th 1785

A true Copy Edward Ellis
Atty for the Complt

Three Months after date I promise to pay Mr John Leonard or Order the Sum of 200 Two hundred Star Pagodas Value Received this 13th day of July 1786
(Signed) Joseph Burghall

Witness
R. Drake

A true Copy Edward Ellis
Atty for the Complt

Agreeable to Equity and Good Conscience To the End therefore that the said Joseph Burghall 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 here again repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the said Sum of Two hundred and Twenty Eight Pagodas fourteen fanams and Twenty 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 Hon^ble Court to cause the said Joseph Burghall 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 —

This Bill was drawn to be returnable
the Day of Adjournment & that
Summons Returnable the Next Court day Your

Edw. John Holland

[illegible]

Edward Ellis
Attorney for the Compl^t

Mr. Joseph Burghall .... D^r

1785 August 13	To Amount of Your Promissory Note of this date Payable to me Ten days after		18.22.–
	To Interest on D° from 23 Aug^t 1785 to 23 Jan^y 1787 being 1 Year 5 Months @ 12 p^r Cent p^r Annum		3.6.20
1786 July 13	To Amount of Your Promissory Note of this date Payable to me 3 Months after date		200.–.–
	To Interest on D° from 13 Oct^r 1786 to the 23 Jan^y 1787 being 3 Months & 10 days @ 12 p^r C^t p^r Annum		6.28.–
		Star Pagodas	228.14.20

Fort Saint George 23 January 1787
Errors Excepted

A true Copy Edward Ellis
Atty for the Compl^t

I Promise to pay to Mr. Leonard or Order the Sum of Eighteen Star Pagodas twenty two fanams at Ten days after date for Value Received (Signed) Joseph Burghall

Madras Aug^t 13 1785

A true Copy Edward Ellis
Atty for the Compl^t

Three Months after date I promise to pay Mr. John Leonard or Order the Sum of 200 Two hundred Star Pagodas Value Received this 13th day of July 1786 (Signed) Joseph Burghall

Witness
R. Drake

A true Copy Edward Ellis
Atty for the Compl^t

Agreeable to Equity and Good Conscience To the End therefore That the said Joseph Burghall 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 of Two hundred and Twenty Eight Pagodas fourteen fanams and Twenty 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 Joseph Burghall 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 —

This Bill was drawn sometime between the Day of Adjournment & date Summons Returnable the Court day of June

Edward Ellis
Attorney for the Compt

Edw. John Holland
Senr. Alderman the Mayor being absent

Mr. Joseph Burghall .... Dr

1785 August 13.	To Amount of Your Promissary Note of this date Payable to me Ten days after	18.22. "
	To Interest due from 23 Augt 1785 to 23 Jany 1787 being 1 Year 5 Months @ 12 p Cent p Annum	3.6.20
1786 July 13.	To Amount of Your Promissary Note of this date Payable Three Months after date	200. " "
	To Interest due from 13th Octr 1786 to the 23 Jany 1787 being 3 Months & 10 days @ 12 p Ct p Annum	6.28 "
	Star Pagodas	228.14.20

Fort Saint George 23 January 1787
Errors Excepted

A true Copy Edward Ellis
Atty for the Compt

I Promise to Pay to Mr. Leonard or Order the Sum of Eighteen Star Pagodas twenty two fanams at Ten days after date for Value Received (Signed) Joseph Burghall

Madras Augst 13th 1785

A true Copy Edward Ellis
Atty for the Compt

Three Months after date I promise to pay Mr. John Leonard or Order the Sum of 200 Two hundred Star Pagodas Value Received this 13th day of July 1786 —

(Signed) Joseph Burghall

Witness
R. Drake

A true Copy Edward Ellis
Atty for the Compt

Mayor's Court at Madraspatnam } { Tuesday the 27th Day of March Anno Domini 1757 —

Present

L.S

James Call Esquire Mayor

William Webb and Andrew Ross Aldermen

Mayor's Court

Between John Leonard Volunteer in his Majesty's fifty second Regiment of Foot Complainant and Joseph Burghall of [illegible] Inhabitant Defendant —

It Appearing by the Records of this Court that the Usual Rules have passed for the Defendant to Answer the Complainant's Bill which he 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 Twenty Two Pagodas fourteen fanams and Twenty Cash (Pagodas 122:14.20) 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 —

Filed 22nd Novr 1756 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Domingos Vanolested D'Roza of Madras Apothecary That John Smith of the same place Butcher Stands Justly and Truly indebted unto Your Orator in the full and Just Sum of Fifty Six Pagodas four fanams and forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings as will more fully and at Large Appear by Copy of Account hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as part of this his Bill of Complaint and Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the Said John Smith of the said Sum of Fifty Six Pagodas four fanams and forty Cash —

But now so it is May it Please this Honble Court the said John Smith 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 John Smith 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 as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that He may be Decreed to pay unto Your Orator the aforesaid Sum of Fifty six Pagodas four fanams and forty Cash with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please Your Honble Court to Grant the said John Smith to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrapatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your 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 22 day of Nov.r 1756
This Bill was shewn to me in the days of Adjournment to be Summons Issued and Returnable the Next Court Day

Chas. Baker
Compl.t Attorney

Robt. Ewing
Mayor

Mr. John Smith — Dr.

1756		Pags.	Fan.	Cash
February	11 Was Called			
	17 a Dose of Manna &c.	"	12	"
	a Bolus to be taken at Night bed time	"	6	"
	18 a Dozen of Purified Mercury Bolus @ 72 Doz. per Pagoda	2	"	"
	a Doz. of Manna @ 72 Doz. per Pagoda	2	"	"
	from 16th Feby to the 28 Visited 8 times each	4	"	"
	day 1/2 Pagoda to 8 Visits	"	12	"
March	5 a Dose of Manna &c.	"	12	"
	17 a Do.	"	6	"
	a Bolus to be taken at Night bed time			
	18 a Doz. of Purified Mercury Bolus @ 72 Doz. per Pagoda	2	"	"
	a Doz. of Manna @ 72 Doz. per Pagoda	2	"	"
	27 a Doz. of Purified Mercury Bolus @ 72 Doz. per Pagoda	2	"	"
	a Dose of Manna &c.	"	12	"
	28 from 1st March to the 31 Visited 28 times each Visit 1/2 Pagoda to 28 Visits	14	"	"
April	1 a Dose of Manna &c.	"	12	"
	1 a Dose of Bolus	"	12	"
	[illegible] a Do.	"	12	"
	12 a Do. Pills	"	12	"
	17 a [illegible] Powder	"	12	"
	21 a Dose of Manna &c.	"	12	"
	22 from 1st April to the 27 Visited 27 times each Visit 1/2 Pagoda to 27 Visits	13	22	40
	a Box of Pills	"	12	"
	a [illegible] Mixture	"	12	"
June	3 a Dose of Manna &c.	"	12	"
	6 a Dose of Manna &c.	1	27	"
	a Dose of Pills (6 Pills) per Report	46	31	40
	7 a [illegible] Pagodas			

			Pag.	Fan.	Cash
		Brought Over Total Pag.s	46	31	40
		2 Ounces of Spirits or Mint Water Each Ounce per Rupee	2	6	-
		From 5th June to the 17th Visited 18 times Each Visit 72 Pagodas to 18 Visits	6	22	40
July	24	3 Purging Pills	-	12	-
		" Mint	-	22	40
		Pagodas	56	4	40

Fort St George
10th Novr 1786

E: E: Dgo Vancolester D'Roza
Apothecary

N.B. The Exchange is @ 45 fans P Pag.

A true Copy
Chas Baker

Filed 2d December 1786

In the Honble the Mayor's Court at Madraspatnam

Between Domingo Vancolester De Roza of Madras Apothecary Complainant and John Smith of the same place Butcher Defendant

Domingo Vancolester D'Roza the above Named Complainant Maketh Oath and saith that John Smith the above Named Defendant is Justly and truly indebted unto this Deponent in the full and just Sum of Fifty Six Pagodas four fanams and forty Cash Current

---

Money of Madras being the Amount of an Account

Sworn at Fort St George before me
this Twenty Ninth day of November 1786

Dgo Vancolester D'Roza

Robt Ewing
Mayor

Mayor's Court at Madraspatnam } { Tuesday the 27th Day of March Anno Domini 1787

Present

L.S.

Mayor's Court

James Call Esquire Mayor
William Webb and Andrew Ross
Aldermen

Between Domingo Vancolester D'Roza of Madras Apothecary Complainant and John Smith of the same place Butcher 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 Fifty Six Pagodas four fanams and forty Cash (Pag.s 56. 4. 40) Together with all such Interest as now is or shall hereafter become due thereon untill full Payment be made also all Costs of this Suit — Decree

Filed 23d December 1786

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Anna Carivas Widow and Administratrix of the Estate and Effects of John Carivas deceased by his Attorney Thomas Chase of Fort Saint George Esquire That Abraham Angel of Madras Merchant Stands Justly and truly indebted unto Your Oratrix in the full and Just Sum of Twenty three Pagodas and Twenty 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 Twenty Nine Pounds and Eight Shillings as Will More fully and at Large Appear by a Copy of a Bond or Obligation and an Account hereunto Annexed for the Inspection of this Honble Court and which Your Oratrix Prays may be Admitted as part of this her Bill of Complaint the Original whereof in Your Oratrix's Attorney's Custody and ready to be Produced to this Honble Court when Required and Your Oratrix further Sheweth unto this Honble Court that She hath frequently and in an Amicable Manner Requested payment from the said Abraham Angel of the Said Sum of Twenty three Pagodas and Twenty two fanams

But now so it is May it Please this Honble Court the said Abraham Angel Obstinately and wilfully refuses to pay the same or to give Your Oratrix any Manner of Satis-

[illegible]

a General Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Abraham Angel may upon his corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and Things herein before Set forth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Oratrix the aforesaid Sum of Twenty three Pagodas and Twenty two fanams with all Such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause to issue the said Abraham Angel 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 Oratrix'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
Atty for Complainant

Dec. this 16th 1786
This Bill was drawn here in the days of
Adjournment and the Complainant having
Sworn to the justice of this demand and that
he the said Complainant hath Reason to believe
that the Defendant will abscond from the jurisdiction
of this Honble Court on hearing that a Bill is filed Against him
the Summons issued immediately and a Warrant issued thereon
[illegible]

166

Know all Men by these Presents that I Abraham Angel of Madras Inhabitant am held and firmly bound unto Nany Carrier of the same place place in the Penal Sum of One hundred and thirty four Star Pagodas and 35 fans Current Money of Madras to the Payment whereof well and truly to be made to the said Nany Carrier 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 this first day of April in the Year One thousand seven hundred and Eighty Six

Whereas the above bound Abraham Angel hath borrowed and received of the above Named Nany Carrier the full and Just sum of Sixty Seven Star Pagodas and thirty five fans to bear Interest at the rate of twelve per Cent per Annum

Now the Condition of this Obligation is such that if the above bound Abraham Angel his heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the above named Nany Carrier his Executors Administrators or Assigns the full and Just Sum of Sixty Seven Star Pagodas and thirty five fans at the Expiration of three Months together with such Interest as shall or May become due thereupon then this Obligation to be Void and of no Effect otherwise to remain in full force and Virtue

(L.S.)

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

John Marianne

A true Copy
Chas. Baker

167

Dr —— Abraham Angel in Account with Anne Carrere —— Cr

1	To the Amount of Your Bond bearing Date this day	67	35	By Balance due	73	22
21	To Interest on Do to this day is 8 m. & 20 d. @ 12 ⅌ Cent	5	32			
	Pagodas	73	22	Pagodas	73	22

Fort Saint George Novr 21st 1786
Errors Excepted
⅌ Anne Carrere

A true Copy
Chas. Baker

Filed 23rd December 1786

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

Between Anne Carree Widow and Administratrix of the Estate and Effects of John Carree Deceased by her Attorney Thomas Chase of Fort Saint George Esquire Complainant and Abraham Angel of Madras Merchant Defendant

Thomas Chase Attorney for Anne Carree the above named Complainant Maketh Oath and Saith that Abraham Angel the above Named Defendant is justly and truly indebted unto Anne Carree in the full and just Sum of Seventy three Pagodas and twenty two fanams Current Money of Madras and that this Deponent hath reason to believe that the above Defendant Will abscond from the Jurisdiction of this Honble Court on hearing that a Bill is filed against him.

Sworn before Me
at Fort Saint George
this 16th Decr 1786

Robt Ewing
Mayor

T. Chase

Mayor's Court at Madraspatnam } Tuesday the 27th Day of March Anno Domini 1787

Present

L.S.

Mayor's Court

James Call Esquire Mayor
William Webb and Andrew Ross
Aldermen

Between Anne Carree Widow and Administratrix of the Estate and Effects of John Carree Deceased by her Attorney Thomas Chase of Fort Saint George Esquire Complainant and Abraham Angel of Madras Merchant 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 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 three Pagodas and Twenty two fanams (Pag. 73.22. —) together with Legal Interest on which shall hereafter become due thereon until full payment is made and also all Costs of this Suit.

Per Cur.

Filed the 6th Feby 1787

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Henry Du Puy one of the Attornies of this Hon'ble Court That John Smith of Madras Butcher sole Executor Named in the last Will and Testament of John [illegible] late of Madras Merchant Deceased Stands Indebted unto Your Orator as Executor as aforesaid in the full and just Sum of Thirty Pagodas 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 an Account Current hereunto Annexed for the Inspection of this Hon'ble Court which Your Orator prays may be Admitted as part of this his Bill of Complaint And Your Orator Further Sheweth that the said John Smith hath duly proved the said last Will and Testament in this Hon'ble Court and hath thereby taken upon himself the Burthen and Execution thereof as by the Records of this Hon'ble Court Reference being thereunto had may Appear And Whereas Your Orator hath frequently and in a friendly and Amicable manner requested Payment of the said Sum of Thirty Pagodas from the said John Smith as Executor as aforesaid

Court the said John Smith 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 Smith may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the Same were here Again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Thirty 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 John Smith to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this 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

Hy Du Puy
Atty Complainant

Filed the 6th Feby 1787

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

Humbly Complaining Sheweth unto this Hon:ble Court Your Orator Henry Dupuy One of the Attornies of this Hon:ble Court That John Smith of Madras Butcher sole Executor Named in the last Will and Testament of John Pinde late of Madras Merchant Deceased Stands Indebted unto Your Orator as Executor as aforesaid in the full and just Sum of thirty Pagodas 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 an Account Current hereunto Annexed for the Inspection of this Hon:ble Court which Your Orator prays may be Admitted as part of this his Bill of Complaint And Your Orator Sheweth that the said John Smith hath duly proved the said last Will and Testament in this Hon:ble Court and hath thereby taken upon himself the Burden and Execution thereof as by the Records of this Hon:ble Court Reference being thereunto had may Appear And Whereas Your Orator hath frequently and in an Amicable manner Requested Payment of the said Sum of thirty Pagodas from the said John Smith [illegible]

Court the said John Smith 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 Smith may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things hereinbefore Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the Same were here Again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of thirty Pagodas together with all Such Interest as shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Hon:ble Court to Cause the said John Smith to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Hon:ble Court at a Certain time and place to be by this Hon:ble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon:ble Court shall Seem Meet.

H. Du Puy
Atty Complainant

172

Dr. The Estate of John Hind Deceased in Account Current with Henry Du Puy — Cr.

	Pags.	F.	C.		Pags.	F.	C.
To House Rent from 1st of May 1786 to 30th June is 2 Months @ 15 Pags. per Month	30	-	-	By Ballance	30	-	-
Pagodas	30	-	-	Pagodas	30	-	-

Madras 1st July 1786

Errors Excepted

Sd. H. Du Puy

173

Mayor's Court at Madraspatnam } Tuesday the 27th Day of March Anno Domini 1787 —

Present —

James Call Esquire Mayor

William Webb and Andrew Ross

Aldermen —

L.L.

Mayor's Court

Between Henry Du Puy One of the Aldermen of this Honble Court Complainant and John Smith of Madras Butcher the Executor Named in the Last Will and Testament of John Hind late of Madras Merchant Deceased. 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 Thirty Pagodas or Pagodas 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 —

Dr. Bundy Vencatasawmy and Tarrainpah in Account Current with Gabriel Doveton Cr. (176)

24	To Amount of their Joint Mortgage Bond of this Date bearing for	1100	"	"	1786 Novr. 24th	By Ballance due	1155	"	"
24	To Interest on Do. from 24th June last to this day being 5 Months @ 12 per Cent per Annum	55	"	"					
	Pagodas	1155	"	"		Pagodas	1155	"	"

Fort St. George November 24th 1786

E. E.

Gabriel Doveton

A true Copy P. Walker Atty for Compl.ts

---

(177)

Know all Men by these Presents that I Bundy Vencatasawmy Naick and Tarrangpah of Madras am held and firmly bound unto Mr. Gabriel Doveton of the same place in the Penal Sum of Two Thousand and two hundred Star Pagodas Current Money of Madras to the payment whereof well and truly to be Made to the said Mr. Doveton His heirs Executors Administrators or Assigns, I do hereby bind myself my heirs Executors Administrators firmly by these Presents. In Witness whereof I have hereunto set my hand and Seal in Madras this twenty fourth Day of June in the Year One Thousand Seven hundred and Eighty Six

Whereas the above bound Bundy Vencatasawmy Naick and Tarrangpah Stands bound and Indebted of the above Named Mr. Gabriel Doveton the full and Just Sum of One thousand and One hundred Star Pagodas Current Money of Madras with Interest at the rate of twelve per Cent per Annum payable in two Months from the Date hereof, the Mortgage Deposited of Ground Situated in Padda-Naicke Pettah as Security

Now the Condition of this Obligation is such that if the above Bound Bundy Vencatasawmy Naick and Tarrangpah their Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Mr. Gabriel Doveton His heirs Executors Administrators or Assigns the full and just Sum of One Thousand and One hundred Star Pagodas together with Such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to Continue in full force and Virtue

[illegible]
[illegible]

Signed Sealed and Delivered
Where no stamped paper is to be had
in the presence

A true Copy P. Walker

To all People to whom these Presents shall come Greeting Whereas Bundy Vencatasawmy Naick and Narraingpah of Madras Inhabitants do stand by the ballance of an Account Current bearing Date the Twenty fourth Day of November in the present Year of Our Lord One Thousand Seven hundred and Eighty Six arising upon a Certain Mortgage Bond or Obligation bearing Date the twenty fourth Day of June in the same Year One Thousand Seven hundred and Eighty Six stand indebted unto Gabriel Doveton of Fort St. George Esquire in the Sum of One Thousand One hundred and fifty five Star Pagodas Current Money of Madras as by the said Mortgage Bond as well as the Account Current may fully Appear Now Know Ye that the said Gabriel Doveton for a valuable Consideration to him in hand paid by Symon De Sylva of Madras Aforesaid Inhabitant at or before the Sealing and Delivery of these Presents the Receipt Whereof the said Gabriel Doveton Doth hereby Acknowledge he the said Gabriel Doveton hath Assigned and set over and by these Presents doth Assign and set over unto the said Symon De Sylva the said Mortgage Bond or Obligation and Account Current and the Money thereupon due and owing and which may become due and owing thereon and all his Right and Interest of in and to the same and every Part thereof and the said Gabriel Doveton for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Symon De Sylva his heirs Executors Administrators

and Name of his heirs Executors Administrators and Assigns but for the sole and Proper use and benefit of the said Symon De Sylva his heirs Executors Administrators and Assigns to ask require Demand and receive of the said Bundy Vencatasawmy Naick and Narraingpah their Heirs Executors and Administrators the money due and to become due on the said Mortgage Bond or Obligation and the said Account Current and on non Payment thereof them the said Bundy Vencatasawmy Naick and Narraingpah their Heirs Executors and Administrators to sue for and recover the same and on Payment thereof to deliver up and Cancel the said Mortgage Bond and Account Current and give sufficient Releases and Discharges therefor and one or more Attorney or Attornies under him to make Constitute and Appoint and at his pleasure to revoke and whatsoever the said Symon De Sylva or his Attorney or Attornies shall Lawfully do in the Premises the said Gabriel Doveton doth hereby allow and Affirm and he doth Covenant with the said Symon De Sylva that the said Gabriel Doveton hath not received nor will receive the said Money due or to become due on the said Mortgage Bond and Account Current or any Part thereof neither shall or will release or Discharge the same or any Part thereof but will own and Allow of all Lawfull Proceedings thereof for the Recovery thereof by the said Symon De Sylva Saving the said Gabriel Doveton harmless of and from

In Witness whereof

Affixed his hand and Seal this Twenty fifth Day of November in the Year One Thousand Seven hundred and Eighty Six —

Gabriel Doveton (L.S.)

Signed Sealed and Delivered
Where no Stampt Paper is to be had
in the Presence of - - - - - - - - - - }

A true Copy

J. Walker
Attorney for the Compl.t

Mayor's Court at Madraspatnam } { Tuesday the 3.d Day of April Anno Domini 1787 —

Present —

L.S.

James Call Esquire Mayor
John Menzies and George Savage
Aldermen —

Mayor's Court

Between Gabriel Doveton of Madras Inhabitant by his Attorney Simon Droz of the same place Inhabitant Complainant and Bendelum [illegible] and Narrainapah also of the same place Inhabitant Defendant —

It Appearing by the Records of this

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 fifty five Star Pagodas or Pagodas 1155. — together with all Such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit —

Per Cur

Filed 3.d Feby 1787 —

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Edward Sumock of Madras Inhabitant that the Rev.d Philip Fabricius of Vepery English Missionary Stands Indebted unto Your Orator in the full and Just Sum of Two hundred and Eleven Star Pagodas Twelve 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 Eighty Four Pounds Ten Shillings and Two Pence or thereabouts as will more fully and at large Appear by the Copy of an Account Current thereunto Annexed for the Inspection of this Hon.ble Court and prayed by Your Orator to be taken as part of this his Bill of Complaint and Your Orator further Sheweth unto this Hon.ble Court that Your Orator

182

Pagodas Twelve fanams and Ten Cash

But now so it is May it please this Hon^ble Court the said John Philip Fabricius Obstinately and Wilfully Refuses to pay the same or to give Your Orator any Manner of satisfaction touching the Premises Your Orator Prays a General Relief such as to this Hon^ble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said John Philip Fabricius may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred and Eleven Pagodas Twelve fanams and Ten Cash With all such Interest as now is or shall hereafter become due thereon also Costs of this Suit

May it please this Hon^ble Court to Cause the said John Philip Fabricius 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

---

183

Dr. John P. Fabricius in Account with Edward Lewcock Cr.

25th	To a Note of hand which was Accepted by You for	254.	34.	60.	1786 Oct.	10th	By Cash Paid Abraham Angel by my Order	40.	"	"
	To Int. for Do. from the 25th April 1786 to the 27th Jany. 1787 is 9 Ms. and 2 Ds. @ 12 p Cent	23.	8.	20.			By Interest for Do. from the 10th Oct. 1786 to the 27th Jany. 1787 is 3 Ms. and 18 days @ 12 p Cent	1.	20.	30.
					Jany.	1.	By Cash Received from a Dubash Yr. Servant	25.	"	"
							To Interest on Do. from the 1st to the 27th Jany. @ 12 p Cent	"	10.	40.
								66.	30.	70.
							Ballance due	211.	12.	10.
	Pagodas	277.	43.	"			Pagodas	277.	43.	"

Madras 27th Jany. 1787
Errors Excepted p Edwd. Lewcock
A true Copy
J. Popham

(184)

Mayor's Court at Madraspatnam } { Tuesday the 3rd Day of April Anno Domini 175[illegible]

L.S.

Mayor's Court

Present ____________

James Call(?) Esquire Mayor

John Menzies and George Savage

Aldermen ____________

Between [illegible] of Madras [illegible] Complainant and John Philips [illegible] English [illegible] Defendant

It Appearing by the Records of this Court that the Aldermen [illegible] have found for the Defendant [illegible] the Complainant's Bill [illegible] This Court doth therefore [illegible] Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Hundred and Eleven Pagodas [illegible] fanams and Ten Cash of Star Pagodas 211.12.10 together with [illegible] Costs of this Suit [illegible]

---

(185)

Filed 27th July 1756

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

Humbly Complaining sheweth unto [illegible] Native [illegible] Hon'ble Court [illegible] by her Attorney William [illegible] that Stephen [illegible] justly and truly [illegible] in the full and just Sum of One [illegible] Pagodas [illegible] making in Sterling [illegible] at the rate of Eight Shillings [illegible] Great Britain [illegible] Sum of Fifty four Pounds, Fourteen [illegible] particularly and [illegible] Shillings and [illegible] [illegible] Hands of [illegible] Hon'ble Court [illegible] Original [illegible] ready to be produced when [illegible] may be admitted [illegible] Bill of Complaint. And Your Oratrix [illegible] Hon'ble Court that the said [illegible] Stephen [illegible] Bill of Sale of a House and [illegible] Writings, the Property [illegible] Your Oratrix [illegible]

Requested payment of the said Sum of One Hundred and Thirty Nine Pagodas, Fifteen fanams and Thirty Cash of and from the said Stephen Joannes Golainier, and that he would deliver up the said Chowltry Bill of Sale and divers other Papers and writings. But Now, so it is, May it Please this Honble Court, the said Stephen Joannes Golainier hath to all such Demands and Requests Ultimately and wilfully Refused either to pay the said Sum of One Hundred and Thirty Nine Pagodas, Fifteen Fanams and Thirty Cash or to give Your Oratrix Possession of the said Chowltry bill of Sale, and divers other Papers and Writings, or any manner of Satisfaction touching the Premises. To the End therefore that the said Stephen Joannes Golainier 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 Oratrix the aforesaid Sum of One Hundred and Thirty Nine Pagodas, Fifteen fanams and Thirty Cash, with all such Interest as now is, or may hereafter become due thereon, and also that he may set forth and declare whether he hath or hath not the aforesaid Chowltry Bill of Sale, and divers other Papers and Writings in his Custody, Power or Possession, and what Papers & Writings belonging to Your Oratrix, and if he should

deny that he may set forth and discover what is become thereof or of any of them, and in what Custody, Power or Possession the same or any part thereof Now are, and that the said Stephen Joannes Golainier may be ordered and decreed to deliver up unto Your Oratrix the aforesaid Chultry bill of Sale and divers other papers and writings, and all other Papers and writings the Property of Your Oratrix which have at any time or times been received by him, and Your Oratrix lastly prays that the said Stephen John Golainier may be taxed with exemplary Costs for his Litigiousness.

May it Please this Honble Court to Cause the said Stephen Joannes Golainier to be Summoned and Required by the Sheriff of Fort St George, Town of Madraspatnam, and the Districts thereof personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Oratrix'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
this 27th Day of July 1756

P. Spencer
Atty Complt

This Bill was shewn to me in the Mayors
Adjournment the Summons issued
Returnable the Next Court Day

Robt Ewing

188

Know all Men by these Presents that I Anna Baptista a Native of Rangoon Present at Rangoon Have Made Ordained, Nominated, Constituted and Appointed and by these Presents do make ordain Constitute and Appoint my trusty Friend Mr William Bell of the County of [illegible] in England but now at Madras my true and Lawful Attorney for me and in my name and Power of Attorney from Mr Samuel [illegible] from the Date [illegible] in my Name and [illegible] and to ask demand sue for recover and receive from Mr Stephen John Coolamier my [illegible] Bill of Sale and [illegible] from the said Stephen John Coolamier giving and hereby granting unto my said Attorney my full Power and Authority to use and Exercise all and all lawful things and devices in the law as shall be necessary for recovering the said House, [illegible] Bill of Sale and [illegible] and Acquittances and Discharges in my Name to make give and generally to do and Execute in the premises as fully as I myself might or could do if Personally being present, hereby ratifying confirming and allowing all and whatever my said Attorney shall lawfully do or cause to be done therein by these Presents. In Witness whereof I have hereunto set my hand and Seal at Rangoon this [illegible] day of April in the Year of Our Lord One thousand Seven Hundred & Eighty Six.

Signed Sealed and delivered
where no Stamped Paper is to be had
in the Presence of us Witnesses
(Signed) Thomas Walle
(Signed) Anna ✗ Baptista
Mark
Allan Green

189

Stephen Joannes Coolamier in Account Current with Mrs Anna Baptista — Cr.

31	To House Rent Received from the 1st May to this day is 3 Months at 12 Pagodas ℔ Month	36	"	"
31	To Do Do from the 1st December 1782 to this day is 11 Months at 7 Pagodas ℔ Month	77	"	"
30	To Do Do from the 1st April to this Day is 8 Months at 7 Pagodas ℔ Month	56	"	"
16	To Do Do from the 1st January to this day is 6 Months at 6 Pags ℔ Month for which Lieut. Willm Rhodes has granted a Note of Hand for 30 Pags payable on Demand which is in Mr Johnson's the same has Carried to the Credit Side	36	"	"
31	To Do Do from the 1st Decr 1785 to this day is 2 Months at 6 Pagodas ℔ Month	12	"	"
30	To Do Do from the 1st March to this day is 3.18 mos at 6 Pagodas ℔ Month	21	"	"
	To Interest on the above Sums from their respective Dates to this day at 12 ℔ Ct ℔ Annum	58	37	55
	Pagodas	296	37	55

1783 May	3	By Cash lent Me	60	"	"
Decr	22	By Disbursements for Repairing my House	7	33	"
1783 Septr	4	By Do Do Do	3	12	60
1784 Jany	25	By Disbursements for Making a Wall	15	22	"
1786 Jany	3	By Do for Repairing my House	6	40	"
	4	By Lieut Willm Rhodes as ℔ his Note of Hand	30	"	"
July	25	By Interest on the above Sums from their Respective Dates to this day at 12 ℔ Ct ℔ Ann	33	34	45
		By Balance due to Me	139	15	30
		Pagodas	296	37	55

Fort St George July 25th 1786
E. E. (Signed) W. Bell.
Atty for Anna Baptista

A true Copy
P. Spencer
Notry Compt.

Filed the 5th Septr 1786

The Answer of Stephen Joannes Colamier of Madras Armenian Merchant To the Bill of Complaint of Anna Battista of Armenian Widow by her Attorney William Bell of Madras Esquire

The said Defendant saving and reserving to himself all Benefit of Exception to the Insufficiency of the said Bill of Complaint for Answer thereunto saith that he Absolutely denies that he is indebted to the said Complainant in the Sum of One Hundred and Thirty Nine Star Pagodas fifteen fanams and thirty Cash as stated in the Complainant's Bill of Complaint and the Account thereunto Annexed but Acknowledges that he is indebted to her in the Sum of One Hundred and Twelve Pagodas thirty Nine fanams and sixty Cash as in a more Just True and faithfull Account to this his Answer Annexed will Appear, Two several Sums of Eighty Pagodas and Eight fanams and Sixteen Pagodas and Sixteen fanams paid for [illegible] and the Sum of Ten Pagodas Twenty Two fanams and forty Cash due to him for Commission being Omitted in the Account Annexed to the Complainant's Bill which Reduces the Sum due to her to that Amount And this Defendant further saith that he is ready to pay to the said Complainant with the Balance is Tender to pay to her upon Receiving a Proper Discharge for the same and ever has been ready by the letter hereunto Annexed and which he [illegible]

that Purpose

All which Matters and Things this Defendant is Ready to prove and humbly prays to be hence dismissed with his Reasonable Costs in this Behalf most Wrongfully Sustained

Stephan John Coolamier

Sworn to before me this 10th Feby 1787
Jas. Call Mayor

P. Walker
Defendts Attorney

Pultney Spencer Esquire

Sir

I have wrote You before now to repeat to You again if Mr Bell would give me a Receipt or Discharge for the Money and House of Mrs Anna Baptista and Attested by You as a Notary Publick I am Ready to deliver up to him whatever in my Possession belonging to her You see I think Mr Bell is to pay and Charge to the Account of Mrs Anna Baptista I would have Waited on You in Person to speak upon the Subject of this Business but my indisposition prevents

Madras July 31st 1786

I am Sir
Your Most Obedient Servant
(Signed) S. J. Colamier

A true Copy P. Walker

192

Pulteney Spencer Esquire

Sir,

I have to Return to the Account of Mr. Anne Baptiste which I sent You the other Day as there is some Errors which I want to rectify and send it to You with Ballance.

Madras August 3d 1786

I am
Sir
Your Most Obedient Servant
(Signed) J. Golanier

A true Copy
P. Walker
Atty for Defs.

Mr. Golanier

Sir,

You may have a Copy of the Account Current if You please, but I cannot part with the Original.

Your Obedient Servant
(Signed) P. Spencer

A true Copy
P. Walker
Attorney for Defs.

P. Spencer Esquire

Dear Sir

I was Yesterday with Mr. Bell

[illegible]

193

Were from him I left with him the Answer I prepared to Put in and begged him to Show it to You I also Added that as the Difference between them is not Considerable and the three Articles Charged Supported by Vouchers I thought it best for both Parties to Settle the Matter upon Mr. Golanier paying the Ballance he Allows to be due and producing proper Voucher of the Articles omitted in Mr. Bell's Account I now make You the same offer, the Interest the Law says should be at 9 per Cent, but that I have Advised him to give up and tender You the Money now with the Interest at 12 per Cent deducting Only the two Charges of Eight Pagodas and Eight fanams and Sixteen Pagodas and Sixteen fanams paid for Quit Rent to the Company and the Commission of Ps. 10-22-40. Your Costs to the time of this Offer he must pay no Doubt but the future Costs if Mr. Bell refuses this fair and reasonable Offer, I have myself some Doubts whether the Court will oblige Mr. Golanier to pay or Mr. Bell however of this You are a much better Judge and I submit it to You, I only wish to show that I have done every thing in my power to Settle the Matter without troubling the Court any further and that if it is not Settled it is neither the fault of Mr. Golanier nor of

Dear Sir
Your humble Servant
P. Walker

Septr. 4th 1786

A true Copy

(194) (195)

Dr. Anne Baptista Widow in Account Current with Stephen Joannes Coolamier Cr.

1782 May	3d	To Cash lent her	60	-	-
December	22d	To Disbursements for Repairing her House	7	33	-
1783 Septr	4th	To Do Do Do	3	18	60
1784 January	25th	To Disbursements for Making a Well	15	22	-
1786 Febry	3d	To Ditto for Repairing her House	6	40	-
		To the Amount of House Rent which Lieut. Wm Rhodes as p his Note of Hand Payable on Demand	30	-	-
June	30th	To Quit Rent and Scavenger duty Paid by my Father Mr Joannes Coolamier as p Bills from the Year 1773 to the Year 1778 is 6 Years 36 fanams Each @ 44 f. p Pag	8	8	-
		To Ditto paid by me as p Bills from the Year 1779 to the Year 1786 is 8 Years 120 f. @ 44 f. p Pag	16	16	-
		To My Commission on House Rent Received Pags 205 @ 5 p Cent	10	22	40
		To Interest on the above Sums from their Respective dates to this Day at 12 p Cent p Annum	33	28	-
		To Ballance in her favor	112	37	60
		Pagodas	300	8	-

1782 July	31st	By House Rent Received from the 3d May to this Day is 3 Months @ 12 Pags p Month	36	-	-
1783 Octr	31st	By Do Do from the 1st Decr 1782 to this Day is 11 Months @ 7 Pags p Month	77	-	-
1784 Novr	30th	By Do Do from the 1st April to this day is 8 Months @ 7 Pags p Month	56	-	-
1785 July	16th	By Do Do from the 16th Janry to this day is 6 Months @ 6 Pags p Month for which Lieut. Wm Rhodes has Granted a Note of Hand for 30 Pags Payable on Demand which is in my Possession and the same has Carried to the Debit Side	36	-	-
1786 January	31st	By Do Do from the 1st Decr 1785 to this day is 2 Months @ 6 Pags p Month	12	-	-
June	30th	By Do Do from the 1st March to this day is 3 Months 15 days @ 6 Pags p Month	21	-	-
		By Interest on the above Sums from their Respective dates to this day @ 12 p Ct p Annum	62	8	-
		Pagodas	300	8	-

Madras 30th June 1786

Errors Excepted

p Stephen John Coolamier

Mayor's Court at Madraspatnam } { Tuesday the 5th Day of April
Anno Domini 1757

L: S:

Present

James [illegible] Esquire Mayor

John Menzies and George [illegible]

Aldermen

Mayor's Court

Between [illegible] Native of [illegible] by [illegible] William [illegible] Complainant and [illegible] Defendant.

Filed 5th April 1757

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

Humbly Complaining Sheweth unto

[illegible] Mudeliar of

this Hon'ble Court Your Orator [illegible] Vitiyyan Calandar

[illegible] justly and truly

[illegible] Sum of Nine

[illegible] and Eight Fanams Current

[illegible] Money of Great

[illegible] Pagodas the

[illegible] Shillings [illegible] Pounds One Shilling

[illegible] Hundred and [illegible]

[illegible]

[illegible] this Hon'ble

[illegible] to be Admitted as

[illegible] the Original of which

[illegible] Bill of Complaint [illegible] Attorney and Ready

[illegible] Your Orator [illegible] this Hon'ble

[illegible] Your Orator shall by this Hon'ble

[illegible] And Your Orator further

[illegible]

[illegible] the said Sum of Nine

[illegible] and Eight Fanams

[illegible] Pagodas and [illegible]

[illegible] Vitiyyan Calandar

[illegible] this Hon'ble Court

[illegible] Vitiyyan Calandar [illegible]

[illegible] Your Orator may

[illegible] Your Orator

[illegible] Therefore

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 Denis 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 as fully, truly and Effectually to all Intents and Purposes, as if the same were here again Repeated and Particularly interrogated; and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Nine Hundred and Ninety Pagodas and Eight 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 Denis Philippus Calandar to be Summoned and Required by the Sheriff of Fort St. George, Town of Madras-patnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed and Appointed, then and there to Answer this Your 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
the 6th Day of April 1787
This Bill was shewn to me in the Days of Adjournment to a Summons of Returnable the Next Court Day.

P. Spencer
Atty. Compl.

Jas. Call
Mayor

Dr. Denis Philippus Calandar in Acct. Curr. with Venaigum Moodeliar Cr.

786	27th	To Amount of Your Bond of this Date	943	-	-	1787 March	27th	By Balance Due	990	8 -
787 March	27th	To Interest on Do. to this Day being 5 Months at 12 pr Cent pr Annum	47	8	-					
		Pagodas	990	8	-			Pagodas	990	8 -

Fort St. George
27th March 1787
E. E. (Signed) Venaigum Moodeliar

A True Copy &c.
P. Spencer
Atty. Complainant

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 Denis 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 as fully, truly and Effectually to all Intents and Purposes, as if the same were here again Repeated and Particularly interrogated; and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Nine Hundred and Ninety Pagodas and Eight 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 Hon^ble Court to Cause the said Denis Philippus Calandar to be Summoned and Required by the Sheriff of Fort Saint George, Town of Madras patnam and the Districts thereof personally to be and Appear before this 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.

Fort Saint George
this 4th Day of April 1787

P. Spencer
Att^y Compl^t.

This Bill was shewn to me in the Days of Adjournment Let a Summons issue returnable the Next Court Day
Jn^o Call
Mayor

Dr. Denis Philippus Calandar in acc^t Curr^t with Venaigum Moodeliar Cr.

	22^d	To Amount of Your Bond of this Date	943	-	-	1787 March	27^th	By Balance Due	990	8	-
	27^th	To Interest on D^o to this Day being 3 Months at 12 p^r Cent p^r Annum	47	8	-						
		Pagodas	990	8	-			Pagodas	990	8	-

Fort S^t George
27^th March 1787
E. E. p^r (Signed) Venaigum

A True Copy
P. Spencer
Att^y Complainant

Know all Men by these Presents that I Denis Philippus Calendar of Madras Merchant am held and firmly bound unto Vinaigum Moodeliar of Madras Merchant in the Penal Sum of One Thousand, Eight Hundred and Eighty Six Star Pagodas Current Money of Madras, to the Payment whereof well and truly to be made to the said Vinaigum Moodeliar, 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 this Twenty Eighth Day of October, One thousand Seven Hundred and Eighty Six.

Whereas the above bound Denis Philippus Calendar hath borrowed and Received of the above Named Vinaigum Moodeliar the full and just Sum of Nine Hundred and Forty three Star Pagodas Current Money of Madras, to Run at Interest at the Rate of Twelve per Centum per Annum, and payable at the End of Four Months from the Date hereof And for the further Security of the said Vinaigum Moodeliar his Heirs, Executors, Administrators and Assigns, the said Denis Philippus Calendar hath Mortgaged, and by these Presents doth Mortgage unto the said Vinaigum Moodeliar his House Bill of Sale Sold to him by Johnlizie Quinet, Situated at Muttalpettah in Domingo Street, between the House of Raphael Cardozo, which said House he the said Denis Philippus Callendar hath Mortgaged, set over, Assigned transferred and delivered, and doth by these Presents Mortgage, set over, Assign transfer and deliver unto the said Vinaigum Moodeliar forever hereby giving and Granting unto the said Vinaigum Moodeliar his Heirs and Executors Administrators and Assigns, full Power and Authority

to Sell the said House as he may see proper, and Appointing him the said Vinaigum Moodeliar his Heirs Executors Administrators and Assigns his True and lawful Attorney and Attornies irrevocable, to Sell and Dispose of the same by Private or Public Sale at his or their Option, and the Amount thereof to Appropriate towards payment of the said Bond.

Now the Condition of this Obligation is such that if the above bound Denis Philippus Calendar his Heirs Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said Vinaigum Moodeliar, his Heirs, Executors Administrators or Assigns, the full and just Sum of Nine Hundred and Forty three (943) Star Pagodas, at the End of four Months from the Date hereof, together with Interest thereon at the Rate aforesaid, then the above Obligation to be Void otherwise to be and Remain in full Force and Virtue.

Signed Sealed and Delivered (where no stamped Paper is to be had) in the Presence of } Denis Philippus Calendar (L.S.)

Peter Walker
Not: Pub:

Cypaul Browning

A true Copy
P. Spencer
Att.y Gen.l

(201)

L.S.

Mayor's Court

Mayor's Court at Madraspatnam { Tuesday the 10th Day of April Anno Domini 1787

Present

James Call Esquire Mayor

Edw.d John Holland and Robt. Ewing

Aldermen

Between [illegible] [illegible] of Madras Inhabitant Complainant and [illegible] Philippus Calendar of the same Place Inhabitant Defendant

The Defendant Appears by his Attorney Mr Charles Baker and Acknowledging the Justice of the Complainant's Demand The Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Nine Hundred and Ninety Pagodas and Eight Fanams Pagodas 990.8 together with Lawful Interest as now is or shall hereafter become due thereon until full payment be made and also all Costs of this Suit.

---

(202)

Filed 24th Octr 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orator Knightly Adams Lieutenant in the Service of the Honble United East India Company that Shaick Abdull Reaack of Madras Merchant stands justly and truly indebted unto Your Orator in the full and just Sum of Forty four Star Pagodas twenty Nine fanams and thirty 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 Seventeen Pounds Seventeen Shillings and three Pence or thereabouts as does More Particularly and at Large Appear by the Copy of an Account Current 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 and whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of Forty four Star Pagodas twenty Nine fanams and thirty Eight Cash from the said Shaick Abdull Reaack

But now so it is May it please this Honble Court the said Shaick Abdull Reaack 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 [illegible] Relief such as to this Honble Court shall seem meet Agreeable to Equity and good Conscience

May upon his Corporal Oath full true direct and perfect Answer Make to all and singular the Matters and things hereinbefore set forth and alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Forty four Star Pagodas Twenty Nine fanams and Thirty Eight Cash with all such Interest as now is or hereafter May become due thereon and also all Costs of this Suit —

May it Please this Honble Court to Cause the said Shaick Abdulla Rosack 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 Complt and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Fort St. George 25th Day of October 1785

J. Spencer
Attorney Complt.

This Bill was shewn to me in the time of Adjournment and the Complainant having Sworn to the Truth of the Demand and that he have reason to believe that the Defendant will depart from the Jurisdiction of this Honble Court I do Order a Writ to issue immediately and Warrant of Arrest issue thereon —

Philip Stevens

Dr — Shaick Abdull Rosack in Accot Current with Knightly Adams — Cr

			Pags	Fans	Cash	1785			Pags	Fans	Cash
	24	To Amount of Your Bond of this date	41	"	"	June	15	By Cash Received in part	5	"	"
	24	To Interest on Do to this Day is 22 Months at 12 p Cent p Annum	9	"	72	Octr	24	By Interest on Do to this Day is 4 Months and 9 Days at 12 p Cent p Annum	"	16	34
									5	16	34
								By Balance due to me	44	29	38
		S. Pagodas	50	"	72			S. Pagodas	50	"	72

Fort St. George 24th October 1785
E. E.
(Signed) Knightly Adams Lieut.

A true Copy
J. Spencer
Atty Complt.

205

Filed 24th Octr 1785

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

Between Knightley Adams Lieutenant in the Service of the Hon'ble United East India Company Complainant and Sheick Abdull Rezack of Madras Merchant Defendant,

The Affidavit of Knightley Adams the above Named Complainant,

This Deponent maketh Oath and saith that the above Named Defendant Sheick Abdull Rezack stands justly and truly Indebted unto this Deponent in the full and just Sum of Sixty four Star Pagodas Twenty Nine fanams and Sixty eight Cash Current Money of Madras as does more particularly Appear by the Copy of an Account Current Annexed to the Bill of Complaint and that this Deponent believes that the above Named Defendant is about to depart from the Jurisdiction of this Hon'ble Court,

P. Spencer
Atty Complt

Sworn at Madras
this 25th day of October 1785
Before me Philip Stowen
Mayor

Knightley Adams
Lieut.

206

Filed 20th December 1785

The General Answer of Sheck Abdool Razack of Madras Merchant Defendant to the Bill of Complaint of Knightley Adams Lieutenant in the Service of the Hon'ble United East India Company 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 Errors Uncertainties Insufficiences and Imperfections in the said Bill of Complaint Contained for Answer thereunto or to so Much thereof as he is Advised doth Materially concern him to Make Answer unto he this Defendant Answereth and saith that he Absolutely denies to stand indebted unto the said Complainant in Manner as the same is Charged in the said Bill of Complaint,

All which matters and things this Defendant is ready and willing to Verify Maintain and Prove as this Hon'ble Court shall direct and humbly prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained.

Peter Walker
Attorney for Defendant

Filed 21st Feby 1786

The General Replication

of Knightley Adams Lieutenant in the Service of the Honble United East India Company Complainant to the Answer of Sheick Abdull Rezack of Madras Merchant Defendant

The said Replicant now and at all times hereafter saving and reserving to himself all and all Manner of benefit and Advantage of Exception to the Defendants said Answer for Replication thereunto saith that all and every the Matters and things in and by his said Bill of Complaint Made and he will aver justify Maintain and prove to be true Certain and sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby set forth and Declared and that the Answer of the said Defendant is Untrue and Insufficient in the Law to be replied unto by this Replicant for divers Manifest Imperfections and Uncertainties therein Contained.

All which Matters and things this Replicant is Ready and willing to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill of Complaint he hath Already prayed.

Julian Spencer
Att.

Filed 3d May 1786

The General Rejoinder

of Shaick Abdul Rezack to the Replication of Knightley Adams a Lieutenant in the Service of the Honble Company

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 Untruths Insufficiencies and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto or unto so much thereof as this Defendant is Advised is Material Or Necessary for him to Rejoin unto this Defendant saith that he will Maintain and Prove all and singular the Matters and things Contained in this Defendants Answer to be true Certain and sufficient in the Law to be Replied unto in such Manner and form as the Same are therein and thereby set forth and Alleged and that the said Replication of the Complainant is Very untrue uncertain and Insufficient in the Law.

All which matters and things this Defendant is ready and Willing to aver Maintain and prove in such manner and form as this Honble Court shall direct and humbly prays as in and by his said Answer he hath Already Prayed.

Peter Walker

Interrogatories to be Exhibited to Witnesses to be produced sworn and Examined in a certain Cause depending and at Issue in the Hon'ble the Mayor's Court wherein Knightly Adams Lieutenant in the Service of the Hon'ble United East India Company is Complainant and Shaick Abdull Rezack of Madras Merchant is Defendant on the Part and Behalf of the Complainant

To all the Witnesses } 1st Do You know the Parties Complainant and Defendant in the title of these Interrogatories above named or either and which of them Declare the truth and Your Knowledge therein

To Willm Wood 2d Did You see the bond or paper Writing now Produced and shewn unto You at this time of Your Examination signed sealed and delivered and by whom and Whether is Your Name and the name of the person set as a Subscribing Witness thereto of Your and his proper hand writing? Set forth what You know and believe herein fully and at Large

To all the Witnesses } 3d Do You know or can You set forth any other Matter or thing which You know of that may tend to the benefit and Advantage of the Complainant in this Cause besides what You have been before interrogated unto if Yea Declare the same fully and at Large as if You had been thereunto particularly interrogated

Know all Men by these Presents that I Shaick Abdull Rezack of Madras Merchant am held and firmly bound unto Knightly Adams a Lieutenant in the Service of the Hon'ble United East India Company in the penal Sum of Eighty two Star Pagodas to the payment whereof well and truly to be made to the said Knightly Adams 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 at Madras this Twenty fourth day of December in the Year of Our Lord One Thousand Seven hundred and Eighty three

Whereas the Above bound Shaick Abdul Rezack hath borrowed and Received of the above Named Knightly Adams the full and just Sum of Forty One Star Pagodas to bear Interest at the rate of Twelve per Cent per Annum payable on Demand

Now the Condition of this Obligation is such that if the above bound Shaick Abdul Rezack his Heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto Knightly Adams his heirs Executors Administrators or Assigns the full and just Sum of Forty One 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 Stamped paper is to be had) in the presence of Will: Gordon Havan

شيخ عبدالرزاق (L.S.)

Received in part of the within Bond five Star Pagodas —

Knightley Adams

This Bond was shewn to William Wood at the time of his Examination before me on the Part of the Complainant in a Cause depending in the Hon^ble the Mayor's Court at Madraspatnam Wherein the said Knightly Adams is Complainant and Shake Abdull Reeack is Defendant on the 23rd day of November Anno Domini 1756 —

A. Spalding
Examiner —

Mayor's Court at Madraspatnam — Between Knightly Adams Lieutenant in the Service of the Hon^ble United East India Company Complainant and Shaik Abdull Reeack of Madras Merchant Defendant —

On the Part of the Complainant —

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

William Wood of Madras Writer Aged 26 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 23rd Day of November 1756 Examined at the Office of Mr Peter Walker who is Attorney for the Defendant

my Servant who also left under a Note of this 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 the first Interrogatory this Deponent saith that he doth know the Complainant Knightly Adams in this Cause and that he hath known him four Years or thereabouts and that he doth know the Defendant Shaik Abdull Reeack in this Cause and that he hath known him the same time — And more saith not to this Interrogatory —

2 — To the Second Interrogatory this Deponent saith that he did see the Bond now produced and shewn to him signed Sealed and Delivered by the Defendant that his Name as a Witness thereto is his own proper hand Writing and that the Name of the other Witness subscribing is also the hand Writing of that Witness And more saith not to this or the last Interrogatory —

W^m Wood

A. Spalding
Examiner —

Mayor's Court at Madraspatnam } { Tuesday the 10th Day of April Anno Domini 1787

Present ——————

James Call Esquire Mayor

Edwd. John Holland and Robt. Ewing Aldermen ——————

L.S.

Mayor's Court

Between Frederick Adams Lieutenant in the Service of the Honble United East India Company Complainant and [illegible] of Madras Merchant Defendant

Filed 17th July 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Mada Mahadevah Chitty of Madras Inhabitant That Stephen Jeannes Goulamier of the same place Merchant Stands justly and truly Indebted unto Your Orator in the full and just Sum of One Hundred and fifty two Pagodas five fanams and Sixty five Cash 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 and Seventeen Shillings or thereabouts as the more Particularly and at Large Appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays May be Admitted as part of this Your Orators Bill of Complaint the Original of which is in Your Orator Attornies Possession and ready to be produced when Your Orator shall by this Honble Court be thereunto Required. Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment of the said Sum of One hundred and fifty two Pagodas five fanams and Sixty five Cash from the said Stephen Jeannes Goulamier —

But now so it is May it Please this Honble Court that the said Stephen Jeannes Goulamier doth Obstinately and willfully Refuse to pay the same or to

(215)

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 Stephen Joanna Goolamier Mayappa his Corporal Oath, full, true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all intents and Purposes as if the Same were herein again Repeated and Particularly Interrogated, and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and fifty two Pagodas five fanams and Sixty five 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 Stephen Joanna Goolamier to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrapatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer Your Orator's Bill of Complaint and further to stand and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

Fort St George Feby 17th 1787

S. Spencer
Atty Compts

This Bill was shewn to me in the days of Adjournment let a Summons Issue Returnable the first Court day

Jas Call
Mayor

---

(216)

Dr Stephen Joanna Goolamier in Account Current with Madu Mahadavah Chitty Cr

8	To 7 Corge of Red Handkerchiefs of 24 Punjams @ 25 Pagodas ⅌ Corge for 2 Months Credit	175	"	"
22	To 31 Corge of Red Handkerchiefs of 18 Punjams @ 16 Pags ⅌ Corge for 2 Months Credit	497	27	"
13	To Interest at 12 ⅌ Cent ⅌ Annum on Pags 175 from 24th April 85 to this day is 1. 8. 8 . . . 35. 20. " On Pags 497. 27 from 22d May to this day 1. 6. 24 . . 92. 24. 40	127	44	40
	Pagodas	800	26	40

1785 May	14	By Cash Received	200	"	"
June	12	By Do Do	50	"	"
	17	By Do Do	200	"	"
Aug	23	By Do Do	100	"	"
1786 Decr	13	By Interest at 12 ⅌ Cent ⅌ Annum Yrs M D P F C On 200 . . . 1. 6. 27 37. 36. " on 50 . . . 1. 6. 2 9. 1. 30 On 200 . . . 1. 5. 27 35. 41. 65 on 100 . . . 1. 3. 23 15. 31. 40	98	20	55
			648	20	55
		By Ballance	152	5	65
		Pagodas	800	26	40

Madras 13th December

Errors Excepted

(Signed) Madu Mahadavah Chitty

A true Copy
S. Spencer
Atty Compts

Filed 8th March 1787

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

Between Madalu Mahadeva
Chitty of Madras Inhabitant Complainant
and Stephen Francis Cartainier of the
same place Merchant Defendant

The Affidavit of Madalu Mahadeva Chitty
the above Named Complainant

P. Meure
Attorney for Complainant

This Deponent maketh Oath and saith that the above Named Defendant Stephen Francis Cartainier stands justly and truly Indebted unto this Deponent in the full and just Sum of One hundred and fifty two Pagodas Five fanams and Sixty five Cash Current Money of Madras as does more Particularly Appear by a Copy of an Account Current Annexed to the Bill of Complaint

(Signed) Madalu Mahadeva Chitty

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

Soobarayan
Interp.r

Filed 8th March 1787

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

Between Madala Mahadevah Chitty of Madras Inhabitant Complainant and Stephen Jeannis Cortamier of the Campplan Merchant Defendant

The Affidavit of Madala Mahadevah Chitty the above Named Complainant

This Deponent maketh Oath and saith that the above Named Defendant Stephen Jeannis Cortamier stands justly and truly Indebted unto this Deponent in the full and just Sum of One hundred and fifty two Pagodas Two fanams and Sixty five Cash Current Money of Madras as does more particularly Appear by a Copy of an Account Current Annexed to the Bill of Complaint

(Signed) Madala Mahadevah Chitty

P. Spencer
Attorney for Complainant

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

Soobarayan
Interpreter

Mayor's Court at } Tuesday the 19th Day of April
Madraspatnam } Anno Domini 1757

Present

James Call Esquire Mayor

Edwd. Carron and Josias Du Pre Porcher

Aldermen

L.S.

Mayor's Court

Between [illegible] Inhabitant Complainant and [illegible] 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 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 Hundred and Fifty two Pagodas five Fanams and Sixty five Cash Pagodas 152. 5. 65 together with Legal Interest [illegible] until full payment be made and all Costs of this Suit

Per Cur.

Filed 23 April 1757

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto the Honble Court Your Orator [illegible] Moodely of [illegible] by his Attorney Francis De Souza of Madras Inhabitant that [illegible] Moodely of the same place Inhabitant stands Justly and truly indebted unto Your Orator in the full and Just Sum of One [illegible] Pagodas Eleven Fanams and forty [illegible] Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of [illegible] Pounds and [illegible] Pence [illegible] by the [illegible] Your Orator [illegible] may be [illegible] the Honble Court [illegible] Bill of Complaint the Original [illegible] ready to be [illegible] Your Orator [illegible] the Honble Court [illegible] unto the Honble [illegible] Court that the said [illegible] Moodely [illegible] Pagodas Eleven [illegible] Fanams and forty Cash

But now so it is May it please the Honble Court that the said [illegible] Moodely Obstinately and [illegible] refuses to pay the same or [illegible] Your Orator any [illegible]

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 Soobamoney Moodely May upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and three Pagodas Eleven 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 Hon.ble Court to Cause the said Soobamoney Moodely 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.

P. Walker
Atty for Complainant

This Bill was Sworn to on between the Day of Adjournment & the Summons before
[illegible] Fort St George
23d April 1787
James Call

Dr. Soobramoneya Moodely in Acc.t Curr.t with Connoore Oyah Moodely Cr.

14	To Amount of Your Mortgage Bond bearing this Date for	70	-	-	1787 April	23	By Ballance due	103	11	40
23	To Interest on D.o to this date being 3 Years 11 Months and 15 Days @ 12 p.r Cent p.r Annum	33	11	40						
	Pagodas	103	11	40			Pagodas	103	11	40

Fort Saint George 23d April 1787
Errors Excepted

A true Copy P. Walker
Atty for Compl.t

To all People to whom these Presents shall come Greeting Whereas Soobramanyah Modelly of Madras Inhabitant Oweth and by the Ballance of an Account Current bearing date the twenty third Day of April in the Year of Our Lord One thousand seven hundred and Eighty seven Arising upon a Certain Mortgage Bond or Obligation bearing Date the Eighth day of May in the Year One thousand seven hundred and Eighty three stands indebted unto Comery Oyah Modelly of the same place Inhabitant in the Sum of One hundred and Three Star Pagodas Eleven fanams and forty Cash Current Money of Madras as by the said Account Current and Mortgage Bond or Obligation may fully Appear Now Know Ye that the said Comery Oyah Modelly for a Valuable Consideration to him in hand paid by Francis De Souza of Madras aforesaid Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof the said Comery Oyah Modelly Doth hereby Acknowledge he the said Comery Oyah Modelly hath Assigned and Set over and by these Presents doth Assign and Set over unto the said Francis De Souza the said Mortgage Bond or Obligation and Account Current and the Money thereupon Due and Owing and which may become Due and owing thereon and all his Right and Interest Claim and Demand in and every Part thereof and the said Comery Oyah Modelly for the Consideration aforesaid hath made Constituted and Appointed and by these Presents Doth make Constitute and

Administrators and Assigns his true and Lawfull Attorney or Attornies irrevocable for him and in his Name and in the Name and Names of his heirs Executors Administrators and Assigns but for the sole and Proper Use and Benefit of the said Francis De Souza his heirs Executors Administrators and Assigns to Ask require Demand and Receive of the said Soobramanyah Modelly his heirs Executors and Administrators the Money due and to become due on the said Mortgage Bond or Obligation and the said Account Current and on Non payment thereof him the said Soobramanyah Modelly his heirs Executors and Administrators to Sue for and Recover the same and on payment thereof to Deliver up and Cancel the said Mortgage Bond and Account Current and give sufficient Release and Discharge therefore and one or More Attorney or Attornies under him to make Constitute and Appoint and at his pleasure to revoke and whatsoever the said Francis De Souza his Attorney or Attornies shall Lawfully do in the Premises the said Comery Oyah Modelly Doth hereby allow and Affirm and he Doth Covenant with the said Francis De Souza that the said Comery Oyah Modelly hath not Received nor will Receive the said Money Due or to become due on the said Mortgage Bond and Account Current or any part thereof Neither shall or will release or Discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for the Recovery thereof by the said Francis De Souza Saving the said Comery Oyah Modelly harmless of and from any Costs that May happen to him thereby. In hereunto Set and Affixed his hand and Seal this Twenty third Day of April One thousand Seven hundred and Eighty Seven

Signed Sealed and Delivered
Where no Stampt Paper is to be had } [illegible] (L.S.)
in the Presence of - - - - - - - - - - -

[illegible]
[illegible]

A true Copy
J. Walker
Attorney for Compl.t

Mayor's Court at Madraspatnam } { Tuesday the 24th Day of April Anno Domini 1787

Present

James Call Esquire Mayor
William Webb and John Menzies
Aldermen

(L.S.)

Mayors Court

Between Cunnen Cheek Moodely of Madras Inhabitant by his Attorney Francis Desouza of the same place Inhabitant Complainant and [illegible] Moodely also of the same place Inhabitant Defendant

The Defendant being in Contempt

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 three Star Pagodas Eleven fanams and forty Cash of Star Pags 103. 11. 40 together with all such Interest as now is due or shall hereafter become due thereon ++ until payment is made also all Costs of this Suit

By Curr

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Soondarenagen of Walengiumpullar Cart and [illegible] of Madras Inhabitant by his Attorney Francis Batchelar that Kitty Cheeny Moodely also of the same place Inhabitant Stands indebted unto Your Orator in the full and just Sum of One hundred and twenty four Star Pagodas and a Quarter Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of forty Nine Pounds and fourteen Shillings [illegible] as will More fully and at Large Appear by the Copies of a Trans[illegible] of the Bond or Obligation and an Assignment thereunto Annexed for the Inspection of this Hon.ble Court and which is prayed by Your Orator to be taken as part of this his Bill of Complaint the Original Whereof is in the Possession of Your Orator and ready to be Produced to this Hon.ble Court when Required and Your Orator further Sheweth unto this Hon.ble Court that [illegible] Colakaran was indebted unto Your Orator in the Aforesaid Sum of One hundred and twenty four

Sold for which he the said Colley Chenney Mootoo granted a Bond or Obligation in the Malabar Language unto Your Orator and Your Orator further Sheweth that afterwards Colley Chenney Mootoo sold the said House by a Writ of Execution issued out against the said Colahavary from the Mayor's Court and instead of paying Your Orator from the Produce of the said Sale converted the Same to his own use without discharging Your Orator's Debt 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 One hundred and twenty four Pagodas and a Quarter —

But now so it is and may it Please these Honble Court the said Colley Chenney Mootoo 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 the End therefore that the said Colley Chenney Mootoo may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred twenty four Pagodas and a Quarter with all such Other Relief as [illegible] shall hereafter become Due [illegible] Costs of the Suit.

May it Please these Honble Court to Cause the said Colley Chenney Mootoo to be Summoned and Required by the Sheriff of Fort Saint George Town of [illegible] and [illegible] personally to

and that he 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 —

L. Popham
Attorney for Complainant

11th April 1785 —

This Bill was shewn to me between the Days of Adjournment and the Complainant's Attorney having sworn to the Justice 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 Issue immediately and Warrant of Arrest for the Amount —

Philip Stoney
Mayor

Translation of a Bond or Obligation Dated the 13th of March 1776 —

Kolley Chenney Mootoo Son of Ramen [illegible] of [illegible] Cast [illegible] Native do give this Bond to Sundaramoorthy [illegible] of [illegible] Malayen of the same Cast and place, that is to say — [illegible] the [illegible] of [illegible] the [illegible] Estate and debts of Chenney Mootoo [illegible] Your [illegible] to take or paid Yourself Your money the Sum of 754½ Pagodas [illegible] to give this Bond by my Consent [illegible] Witnesses [illegible] Malayen [illegible] Son of [illegible] and Maliapen Son of [illegible] Mootoo by their Knowledge Drawn by Cunnoo Vetakarry Pillah —

Signed
Colley Chenney Mootoo

Witnesses Signed
[illegible] Maliapen
Madoormoorum
[illegible] Son of [illegible] Mootoo
[illegible]

A true Translation as near as can be from the

Hundred Twenty four Star Pagodas and a Quarter as appears by a Translation of the Bond or Obligation Copy whereof is Annexed to the 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 unless a Writ is filed against him.

Sworn in Madras
this 11th Day of April 1785
Before Me
Philip Stowey
Mayor

The Mark of + [illegible]

S. Popham
Attorney for Complainant

Filed 6th Sept 1785

The Answer of [illegible] Merchant of Madras Inhabitant Defendt to the Bill of Complaint of [illegible] by his Attorney [illegible]

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors, Incertainties, Insufficiencies and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as he is advised is Materially Concerning him to make Answer unto he this Defendant Answereth and saith that he Absolutely denies to have Borrowed or Received of or unto the said Complainant the Sum of One hundred and Twenty four Pagodas and a Quarter in the Manner and Circumstances set forth and stated in the said Complainants Bill of Complaint or any other Sum or Sums of Money whatsoever

Complainants Bill of Complaint and therein Expressed the said Complainant to take and Receive or Pay himself out of the Sale of the House Estate and Debts of One [illegible] the before said Sum of One hundred and Twenty four Pagodas and a Quarter it Does not any way nor in any part of this Defendants Agreement Appear that he this Defendant is Either Answerable or Accountable to the Complainant for the said Sum Mentioned in the said Agreement but on the Contrary it Appears and is Particularly Stated and Expressed that the Complainant is to Receive the same Himself out of the House Estate and Debts of the said [illegible]. This Defendant further saith that he Absolutely denies to have ever Borrowed or Received of the said Complainant any Sum or Sums of Money Neither was the said Agreement given as a Consideration of the Receipt of the Sum therein Stipulated but on the other Hand it Appears by the Agreement or Acknowledgment itself that the said Complainant is to Receive the Amount in the said Agreement mentioned himself out of the Sale of the House Estate and Debts of the said [illegible] Neither does it Appear in any Part of the said Agreement that this Defendant is bound to Discharge the same as is Necessary in all written Agreements Bonds and Obligations. This Defendant saith that at the time this Defendant Executed the said Agreement or Acknowledgment it was intended Meant and Understood by the Parties as will be therein found that the Complainant should Receive the Amount mentioned in the said Agreement or Acknowledgment out of the Estate of the said [illegible] and not from this Defendant nor was he the Complainant to hold this Defendant Personally Responsible

All which matters and things this Defendant is ready and willing to aver maintain and prove as this Hon'ble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained.

Sworn to before me
this Day of September 1755

Edward [illegible]
Attorney for the Defendant

Filed 28th Febry 1756

The Replication of Vendavarayan by his Attorney Francis Batchelor to the Answer of Pedda Cheny Merchant

This Replicant Now and at all times hereafter saving and reserving to himself all and all manner of benefit and Advantage of Exception to the many Errors insufficiencies and imperfections in the said Answer Contained for Replication thereunto saith that he will aver maintain and prove his Bill of Complaint against the said Defendant and all and singular the Matters and things therein Contained and alleged to be true Certain and sufficient in the law to be Answered unto in such manner and form as the same are therein and thereby set forth and Alledged and that the said Answer is Uncertain and insufficient in the law and for further Replication this Replicant saith that Ven Colakara was indebted unto this Replicant in the Sum of One hundred and twenty four Pagodas and a Quarter and the said Colakara was also indebted unto the said Defendant in the Sum of Three hundred and thirty four Pagodas for which said Two several Sums the said Colakara Granted One Joint Mortgage Bond to this Replicant and the said Defendant under date the Thirteenth Day of March which was in the Year of Our Lord One thousand Seven hundred and Twenty Six and this Replicant saith that it was Agreed by and Between this Replicant and the said Defendant that the Defendant should be intrusted with the Mortgage Bond and the Premises therein mentioned to have been Mortgaged and for the Security of this Replicant the said Defendant passed the Bond now in question to the Replicant Copy of the Translation whereof is Annexed to his said

said Bond to this Replicant it was meant and Intended by and between the Parties that as soon as the Plate and Effects of the said Colacara should be Sold that this Replicant might have Power to Receive his Money from the produce thereof and instead of doing so the said Defendant Assigned Over the said Mortgage Bond to one Antonio De Rozario and he Executed the Assignment for himself and for this Replicant unknown to this Replicant and this Replicant further Saith that it will Appear by the Records of this Honble Court that the said Defendant by his said Attorney Antonio De Rozario did on or about the Fifteenth Day of December One Thousand Seven hundred and Seventy Eight file a Bill of Complaint in this Honble Court against the said Colakara for the Amount of the said Mortgage Bond which the said Colakara Executed to this Replicant and the said Defendant and Obtained a Writ of Execution from this Honble Court and Sold the said Plate and Received the Produce thereof and instead of Paying this Replicant from the Proceeds of the said Sale Converted the same to his own use Without discharging this Replicant's Demand

All which Matters and things this Replicant is Ready to aver Maintain and prove as this Honble Court shall direct and humbly Prays as and by his said Bill he hath Already Prayed.

Mr. Du Pre for } Stephen Popham
Atty. Reptt.

Filed the 11th Aug 1786

The Rejoinder of Colly Chenny Mootoo of Madras Inhabitant Defendant to the Replication of the same Place Inhabitant by his Attorney William Thomson also of the same Place Inhabitant Defendant

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 and other insufficiencies and Imperfections in the Complainant's said Replication Contained for Rejoinder thereunto saith that he will aver Maintain and prove all and Singular the matters and things Contained in this Defendant's Answer to be good Certain true and Sufficient in the Law to be Rejoined unto in such Manner and form as the same are therein and thereby set forth and Alledged and that the said Replication is Very Untrue Uncertain and insufficient for this Defendant to make any further Answer thereunto Except what he hath before in this Answer set forth

All which Matters and things this Defendant is Ready and Willing to verify maintain and prove as this Honble Court shall direct and Most humbly prays as in and by his said Answer he hath Already Prayed.

Peter Walker
Attorney for Defendant

237

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now Depending in the Hon.ble the Mayor's Court at Madraspatnam wherein Vendavaragen of Madras Inhabitant by his Attorney Francis Batchellor is Complainant and Cooly Cheeney Mootee the Defendant —

To all the Witnesses } 1st . . . Do You know the Parties Complainant and Defend.t in the Title of these Interrogatories named or either and which of them? If Yea how long have You so known them either and Which of them? if so tell the Particulars at Large According to the best of Your Knowledge Remembrance and belief and the truth declare —

To Thomas Cox 2d. Were You or were You not One of the Sheriff's Officers in the Year One Thousand Seven hundred and Seventy Nine? If Yea Did You or Did You not by Virtue of a Writ of Execution Issued out from the said Mayor's Court Seize a Certain House and other Effects the property of One Cottoone Mootee and Did or Did not [illegible] then Deputy Sheriff sell the said House and other Effects and Receive the produce thereof? If Yea what was the amount of the produce Relate the whole to the best of Your knowledge Remembrance and belief —

To John de Silva 3d. Look at the Paper Writing now produced and shewn to You at this the time of Your Examination Marked A. purporting to be an Assignment from Cooly Cheeney Mootee to Antonio de Rozario [illegible]

238

said Assignment and Was or was not the said Assignment Executed by Cooly Cheeney Mootee the above named Defendant for himself and Vendavaragen and was or was not the said Vendavaragen present at the Execution of the said Assignment Relate the whole to the best of Your knowledge Remembrance and belief —

To all . . . 4th . . . Do You know of any other matter or thing or have You heard or can You say any thing touching the matters in Question in this Cause that may tend to the benefit and advantage of the Complainant If Yea declare the same as fully as if You had been thereunto particularly Interrogated —

C. Popham
Attorney for Compl.t

To all People to whom these Presents shall come Greeting Whereas Kistnam Mootee of Madras Inhabitant in and by One Mortgage Bond or Writing Obligatory in the Malabar Language bearing date the thirteenth Day of March in the Year One thousand Seven hundred and Seventy Six became bound unto Cooly Cheeney Mootee Mootey and Vendavaragen in the Sum of five hundred and Eleven Pagodas Ten fanams and Forty Cash Current Money of Madras as by the Translation of the said Mortgage Bond or Writing hereunto annexed will fully and at large Appear and Whereas there now Remains due to the said Cooly Cheeney Mootee Mootey and Vendavaragen also of the same place Inhabitant the Sum of five hundred and Eleven Pagodas Ten fanams and Forty Cash being the Principal together with the Interest due thereon Now Know Ye that the said Cooly Cheeney Mootee Mootey and [illegible] for and in Consideration of the said Sum of five hundred by Antonio De Rozario Inhabitant of Madras the Receipt whereof the said Cooly Chinna Moota Mudaly and Sundavarayen do hereby Acknowledge They the said Cooly Chinna Moota Mudaly and Sundavarayen have Assigned and set over and by these Presents do Assign and set over unto the said Antonio De Rozario the said Recited Mortgage Bond or Writing Obligatory and the Money thereupon due and owing unto and all their Right and Interest of in and to the same and the said Cooly Chinna Moota Mudaly and Sundavarayen for the Consideration aforesaid have Made Constituted and Appointed and by these Presents do make Constitute and Appoint the said Antonio De Rozario his Executors and Administrators their true and Lawfull Attorney and Attornies Irrevocable for them and in their Name and in the Name and Names of their Executors and Administrators but for the sole use and proper use and Behoof of the said Antonio De Rozario his Executors Administrators and Assigns to Ask Require Demand and Receive of and from the said Colacara Moota his heirs Executors and Administrators the Money due and owing on the said Mortgage Bond and on Non Payment thereof the said Antonio De Rozario his heirs Executors and Administrators to sue for and Recover the same and on Payment thereof to deliver up and Cancel the said Mortgage Bond and to give sufficient Release and discharge thereof and one or more Attorney or Attornies under him to Constitute and whatever the said Antonio De Rozario or his Attorney or Attornies under him shall Lawfully do in the Premises they the said Cooly Chinna Moota Mudaly and Sundavarayen do hereby Allow and Confirm and they the said Cooly Chinna Moota Mudaly and Sundavarayen do Covenant with the said Antonio De Rozario that they the said Cooly Chinna Moota Mudaly and Sundavarayen have not Received nor Will Receive the said Money due on the said Mortgage Bond or any part thereof Neither

Will own and Allow of all Lawful Proceedings for Recovery thereof by the said Antonio De Rozario saving the said Cooly Chinna Moota Mudaly and Sundavarayen harmless of or from any Costs that may happen thereby In Witness whereof they the said Cooly Chinna Moota Mudaly and Sundavarayen have hereunto set their Hands and Seals in Madras this the third of December in the Year of Our Lord One thousand Seven hundred and Seventy Eight

L.S.

L.S.

Sealed and Delivered
Where no Stampt Paper is used
In the Presence of
John Lowe,
John de Silva;

This Exhibit Marked **A** was shewn to John De Silva at the time of his Examination before me on the Part of the Complainant in a Cause depending in the Mayor's Court at Madraspatnam wherein Sundavarayen by his Attorney Daniel Batchelor is Complainant and Cooly Chinna Moota Defendant the 16 Day of August Anno Domini 1786.

J Spalding
Examiner

Mayor's Court at
Madraspatnam

Between Sundavarayen of Madras Inhabitant by his Attorney Daniel Batchelor Complainant and Cooly Chinna Moota Defend^t

On the Part of the Complainant

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

Thomas Ives of Madras Inhabitant Aged 32 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 2d Day of August 1786 Signified at the Office of Mr. Peter Walker who is Attorney for the Defendant by Venkatachellam his 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 Tondavoroyen in this Cause and that he hath so known him Nine Years or thereabouts and that he doth know the Defendant Cooly Cheeny Motee in this Cause and that he hath so known him the same time And more saith not to this Interrogatory

2 ...... To the Second Interrogatory this Deponent saith that he was a Sheriff's officer in the Year One thousand seven hundred and seventy Nine that by Virtue of a writ of execution from the Mayor's Court he did seize certain Houses and Effects the property of Cun Ellavar Motee which were sold by John Fanny Deputy Sheriff who received the proceeds but this Deponent knows not the Amount and more saith not to this or the last Interrogatory

J. Spalding
Examined

Thomas Ives

Mayor's Court at Madraspatnam }

Between Tondavoroyen of Madras Inhabitant by his Attorney Samuel Batchiller Complainant and Cooly Cheeny Motee Defendant

On the Part of the Complainant

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

John De Silva of Madras Writer Aged 26 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 2d Day of August 1786 Signified at the Office of Mr. Peter Walker who is Atty. for the Defendant by Venkatachellam his 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 Tondavoroyen in this Cause and that he hath so known him One Year or thereabouts and that he doth know the Defendant Cooly Cheeny Motee in this Cause and that he hath so known him the same time and more saith not to this Interrogatory

3 ...... To the third Interrogatory this Deponent saith that upon looking at the Paper marked A Purporting to be an Assignment from Cooly Cheeny Motee to Antonio de Rozario he Admits his Name thereto Annexed to be his own Proper Subscription as Witness to the Execution of the Deed and he saith that Tondavoroyen was to the best of his knowledge not present when the Deed was executed And More saith not to this or the last Interrogatory

John De Silva

J. Spalding
Examined

time of Your Witnessing the same did that of the Sixteen of the Mortgaged Premises and Effects of the said Colavauca were equal to the Whole of the Mortgaged Bond that then the said Complainant Made Receive the whole of the Debt of (17 1/2 Pagodas) and the Defendant the whole of the Debt of the same, but if it did not amount [illegible] that then to the Sixteen were to divide the Sixteen being in Proportion to their Respective [illegible] did You Really and truly Conceive the Intent of the [illegible] at the time of such Agreement to be Declare.

To Ayngapah Mastery Bricklayer —— 4th —— Were You or are You not a Bricklayer [illegible] Were You or were You not desired by the Defendant [illegible] to pull down certain [illegible] situated in [illegible] by [illegible] Colavauca did You or did You not [illegible] the said House in Consequence of such Order, and what was [illegible] did You or did You not afterwards go Again to the said Court [illegible] of this Honble Court [illegible] to pull down the said House and [illegible] the Materials [illegible] did You or did You not [illegible] if You for what Sum of Money did the Materials Sell for Declare.

To Canacheelodagery Pillay & Examine —— 5th —— Do You or do You not know of the Defendant [illegible] any and what Sum of Money [illegible] Deposition of the [illegible] the said [illegible] Colavauca [illegible] the said Defendant [illegible] to obtain the whole of the Mortgaged Bond of the said Colavauca [illegible]

To all the Witnesses 6th [illegible] You know or can You [illegible] any other Matter or thing Material for the Defendant Colly Chinny Mootoo if Yes Declare the same as You know or do believe with the Reasons of such Your knowledge or Belief.

P. Walker
Attorney for Defendant

Mayor's Court at Madraspatnam

Between Sundavarayen of Vellingapuller Caste of Madras Inhabitant by his Attorney Samuel Batchelor Complt and Colly Chinny Mootoo of the same place Inhabitant Defendant

On the Part of the Defendant

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

Canacoolandagerry Pillah of Madras Conicoply Aged 39 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant on the 24th Day of August 1786 Summoned at the Office of Mr. Stephen Popham who is Attorney for the Complainant by [illegible] who left him a Note of the same [illegible] and Place of abode of the said Deponent and afterwards on the same Day being sworn and Examined Deposeth as followeth

1 .... To the first Interrogatory this Deponent saith that he doth know the Complainant Sundavarayen in this Cause and that he hath so known him Ten Years or thereabouts and that he doth know the Defendant Colly Chinny Mootoo in this Cause and that he hath so known him the same time. And more saith not to this Interrogatory

2

2 ...... To the Second Interrogatory this Deponent saith that he did draw the Agreement a Translation whereof is Annexed to the Bill filed in this Cause and that there was a Mortgage Bond given in trust thereof by Colavauna Mootte therein Named to the Parties Complainant and Defendant in this Cause for the Sum specified in the Agreement One hundred and twenty four Pagodas and a quarter being for a due to the Complainant and three hundred and thirty seven Pagodas to the Defendant this Deponent saith that he understood the true intent of the Agreement and of the Parties thereto at the time of his drawing the same to be that if the produce of the Mortgaged Premises and Effects of the said Colavauna Mootte amounted to the whole of the Mortgage Bond then the said Complainant was to have the whole Sum of one hundred and twenty four Pagodas and a quarter and the Defend.t the Whole of his debt out of the same but if it did not amount thereto that then both parties were to divide the produce thereof in proportion to their respective Debts and this Deponent further saith that no Money or other Consideration passed from the Compl.t to the Defendant to his knowledge before the Executing of the Agreement except his holding as Interest the said Mortgage Bond of the said Colavauna Mootte for the Use of both Parties equally to their respective Debts and that the said Agreement was nothing else than a Declaration of such Trust binding the said Defendant faithfully to perform the same, that the Defendant was under the necessity of putting the said Mortgage Bond in Suit but knows nothing of the said Bond being Assigned over to him for that purpose that due notice was given by the Defendant to the Complainant of the intended Suit and that the Complainant refused having anything to do with it that a Decree was obtained in the Defend.ts favour the Premises sold to Sashagilla for two hundred and fifteen Pag.s but Colavauna having

Sashagilla never was put in possession thereof nor did he pay the Money that in Consequence of such refusal the Premises were Pulled down and the Materials sold for One hundred and thirty Eight Pagodas that about Sixty Pagodas was the Amount of the Costs incurred and that the Balance remaining was fifty seven Pagodas this Deponent does know that Colavauna had other Effects that Might be levied on towards satisfying the Decree consisting of Jewels, Ear Rings and other Articles which this Deponent believes he has still in his possession and more saith not to this Interrogatory

5th ...... To the fifth Interrogatory this Deponent saith that he knows the Defendant did offer the Complainant his Proportion of the Money Recovered in the Suit brought by him against Colavauna and that he believes the Defendant did use his best endeavours to obtain payment of the whole of the Mortgage Bond of the said Colavauna and more saith not to this the last Interrogatory

J. Spalding
Examin'd

Mayor's Court at Madrapatnam) Between Sundaraiyen of Vllungopullee Cast of Madras Inhabitant by his Attorney Francis Balthe the Complainant and Cully Cheury Mootte of the same place Inhabitant Defendant

On the Part of the Defendant

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

Maduravanu.acum of Madras Inhabitant Aged 50 Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant Was on the 4th Day of September 1786 Signified at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Venkatachellum [illegible] servant Who Also left a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the Same Day being Sworn and Examined Deposeth as followeth.

1st ...... To the first Interrogatory this Deponent saith that he doth know the Complainant Soondaverayen in this Cause, and that he hath so known him from his [illegible] Infancy and that he doth know the Defendant Kelly Cheney Mettee in this Cause and that he hath so known him the Same time. And more saith Not to this Interrogatory.

3d ...... To the third Interrogatory this Deponent saith that he was not present when the Agreement in question was made but that it was afterwards brought him to subscribe to as a Witness Which he did, and that he understood it to be [illegible] of such Agreement and of the Sales thereto at the time of his attesting [illegible] that if the produce of the [illegible] and Effects of the said Collacanan were equal to the whole of the [illegible] Bond then the Complainant was to [illegible] the whole of his debt of One hundred and Twenty four and One Quarter Pagodas and the Defendant the whole of his debt [illegible] of the Same, but if it did not amount thereto that then the Parties were to divide the produce thereof in proportion to their Respective [illegible] And More saith Not to this nor the last Interrogatory.

J. Spalding
Examiner

Mayor's Court at Madrapatnam

Between Soondaverayen of Velungapullen [illegible] of Madras Inhabitant by his Attorney James Batchelor Complainant and Kelly Cheney Mettee of the Same place Inhabitant Defendant

On the Part of the Defendant

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

Ammiapah Mastery of Madras Bricklayer Aged 30 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendt. Was on the 4th Day of September 1786 Signified at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Venkatachellum [illegible] 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 Soondaverayen in this Cause and that he hath so known him twenty four Years or thereabouts and that he doth know the Defendant Kelly Cheney Mettee in this Cause And that he hath so known him [illegible] Years or thereabouts. And more saith not to this Interrogatory.

4th ...... To the fourth Interrogatory this Deponent saith that he is a Bricklayer by profession and was Ordered by the Defendt. to pull down a Certain House situated in [illegible] and [illegible] that he went to the said House in Company with [illegible] Collacanan that [illegible] Collacanan told him that [illegible] of the Serjeants of this Hon.ble Court who ordered him to pull down the said House and sell the Materials, that he accordingly Pulled down the said House and that he believes the Materials were sold, but does not know for what price — And more saith not to this or the last Interrogatory —

J. Spalding
Examiner

Mayor's Court at
Madraspatnam } Between Soondarenagen of [illegible] Inhabitant of Madras Inhabitant by his Attorney Samuel [illegible] Complainant and Cetty Cheney [illegible] of the same Place Inhabitant Defendant

On the Part of the Defendant

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

Francisco of Madras [illegible] Aged 53 Years or thereabout being produced as a Witness in this Cause On the Part of the Defendant was on the 1st Day of September 1786 Sworn at the Office of Mr. Stephen Popham who is Attorney for the Complainant [illegible] the same Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and Examined Deposeth as follows.

1st. . . . To the first Interrogatory this Deponent saith [illegible]

the Complainant Soondarenagen in this Cause, and that he hath known him from his Infancy and that he doth know the Defendant Cetty Cheny Mootoo in this Cause, and that he hath so known him the same time. And more saith not to this Interrogatory —

5th. . . . . To the fifth Interrogatory this Deponent saith that he does know the Defendant Offered to the Complainant a Sum of Money as his Proportion of the Money recovered in a Suit brought by him against Colacara and that the Defendant used his best endeavours to obtain the whole of the Mortgage Bond of the said Colacara — And More saith Not to this or the Last Interrogatory —

The Mark of + Francisco

J. Spalding
Examiner

Touching the Premises Your Orator therefore prays such Relief as to this Honble Court shall Appear Agreeable to Equity and Good Conscience. To the End therefore that the said Henry Lindsay may upon his Corporal Oath full true Direct and Perfect Answer Make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were here Again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Ninety Eight Pagodas and Thirteen 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 Henry Lindsay to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court Prefixed and Appointed then and there to Answer this Your 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.

This March 1787

Chas. Baker
Attorney for Complainant

This Bill was shewn to me in the Days of Adjournment to be Summoned for and Returnable the Next Court Day

Jno. Call
Mayor

Recd from Velley Chitty the following Articles

1786		
26 April	Ten Doz & 6 Bottles Madr	26.11.-
	1 Doz of Oil in Quarts	4.-.-
24 May	Fifteen doz Madeira	37.22.-
28 Do	Ten doz Do	25.-.-
	Four Do Porter	8.-.-
17 June	Fifteen Do Madr	37.22.-
	Pags.	138.11.-

Henry Lindsay

A true Copy Chas. Baker

Dr. Henry Lindsay in Account Current with Vellaya Chitty Cr.

6	17	To the Amount of a Bill signed by You bearing date this day	132.11.-	1786 Septr 21	By Cash received in part	50.-.-
				Octr 22	By Do	20.-.-
7	y 28	To Interest on Do. till this day is 8m & 11d at 12 p Cent	11.18.-	1787 Feby 28	By Interest on the above Sums to this day at 12 p Cent p Annum On 50..5.7 ...... 2.22.- 20..4.6 ...... .30.-	3.5.-
		To the Amount of Bill of Costs	21.36.-			73.5.-
					By Balance due	98.13.-
		Pagodas	171.12.-		Pagodas	171.18.-

Fort Saint George the 28th Feby 1787
Errors Excepted
P [illegible]

A true Copy Chas. Baker

Filed 4th April 1787

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

Between Villaya Chitty of Madras Merchant Complainant and Henry Lindsay of the same place Merchant Defendant

Villaya Chitty the above Named Complainant maketh Oath and saith that Henry Lindsay the above named Defendant is Justly and Truly indebted unto this Deponent in the full and just sum of Ninety Eight Pagodas and thirteen fanams Current Money of Madras being the Balance of a Bill and an Account

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

Soobarovan
Dy. Interp.

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

[illegible]
[illegible]

The Mark of Villaya Chitty

The same having been Explained by Soobaroy Interpreter
Sworn before me at Fort St. George
This 4th April 1787 Jas. Call
Mayor

L.S.

Mayor's Court

Mayor's Court at Madraspatnam } { Tuesday the 1st Day of May Anno Domini 1787

Present

James Call Esquire Mayor
Isaac Du Pre Porcher and Andrew Ross
Aldermen

Between Villaya Chitty of Madras Merchant Complainant and Henry Lindsay 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 Complainant's Bill which he 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

and Just Sum of Ninety Eight Pagodas and Thirteen fanams or Pagodas 98: 13: 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

℘ Curr

Filed 21st March 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator [illegible] Iyyer of Madras Inhabitant that John Smith of the same place Inhabitant Stands well and truly Indebted unto Your Orator in the full and just Sum of Fifty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty Pounds Sterling as will more fully and at Large appear by a Copy of a Note of hand hereunto Annexed for the Inspection of this Honble Court and which is prayed by Your Orator to be taken and Considered as part of this his Bill of Complaint the Original being in Your Orator's Possession is ready to be produced when Required, and Your Orator further Sheweth unto this Honble Court that he hath frequently and in a Civil manner in all manner requested payment from the said John Smith of the said Sum of Fifty Pagodas Current Money of Madras

But now so it is May it please this Honble Court that the said John Smith 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 John Smith may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things hereinbefore set forth and Alledged as fully truly perfectly and Effectually to all Intents and purposes as if the same were here again repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the said Sum of Fifty Pagodas Current Money of Madras together with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit

May it Please this Honble Court to Cause the said John Smith to be Summoned and Required by the Sheriff of within the Town of Madraspatnam and the districts them 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 Meet

Edward Ellis
for [illegible] Iyyer
Atty for the Complt

[illegible] March 21. 1787
This Bill was then heard before the days
of the Commencement of [illegible]
[illegible] Wm Call Mayor

I Promise to Pay to Mr George Lyppe or Order Fifty Star Pagodas One Month from this date for Value Received at Madras this 9th day of July 1786 —

P: 50

(Signed) John Smith

A true Copy — Edward Ellis
for William [illegible]
Atty for the Complainant

Mayor's Court at Madraspatnam } { Tuesday the 1st Day of May Anno Domini 1787 —

L.S.

Mayor's Court

Present —

James Call Esquire Mayor
Edwd John Holland — Robt Ewing
and Andrew Ross — Aldermen —

Between George Lyppe of Madras Inhabitant Complainant and John Smith 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 Fifty Pagodas (Pagodas 50 —) Together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit —

Per Cur

Filed 22 March 1787 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Cotah Alexander Naick of Madras Inhabitant That Ramanjary Vadamalya Pillah of the same place Inhabitant stands Well and truly Indebted unto Your Orator in the full and Just Sum of One thousand Nine Hundred and Ninety three Pagodas Nine fanams and five Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Seven Hundred and Ninety Seven Pounds five Shillings and Nine Pence as thereby doth and will more fully and at large Appear by Copies of two Bonds or written Obligations duly Entered into and Executed by the said Ramanjary Vadamalya Pillah and Translation of an Agreement by him also Executed and Acknowledged Also an Account Current Arising upon the said Bonds or Written Obligations hereunto Annexed for the Inspection of this Honble Court and which Are prayed by Your Orator to be taken and Deemed as part of this

this his Bill of Complaint the Original being in Your Orator's Possession and ready to be Produced before this Hon.ble Court when Required. And Your Orator further Sheweth unto this Hon.ble Court that he hath frequently and in an Amicable manner Requested Payment from the said Pauncunjary Vadamalya Pillah of the said Sum of One Thousand Nine hundred and Ninety three Pagodas Nine fanams and five Cash Current Money of Madras —

But now so it is And May it Please this Hon.ble Court that the said Pauncunjary Vadamalya Pillah Obstinately and Wilfully Refuses to Pay the same to Your Orator or in any Manner of Satisfaction touching the Premises. Your Orator therefore prays a General Relief such as this Hon.ble Court shall Appear Agreeable to Equity and Good Conscience. To the End therefore that the said Pauncunjary Vadamalya Pillah may upon his Corporal Oath full true direct and Perfect Answer Make to all and singular the Matters and things hereinbefore Set forth and Alledged as fully truly 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 of One thousand Nine hundred and Ninety three Pagodas Nine fanams and five Cash Current Money of Madras with all such Interest as now is or shall hereafter become due thereupon and also all Costs of this Suit.

May it Please this Hon.ble Court to Cause the said Pauncunjary Vadamalya Pillah to be Summoned and Required by the Sheriff of Fort Saint George Town of —

Madraspatnam and the Districts thereof Personally to be and Appear before this Hon.ble Court at a Certain time and place to be by this Hon.ble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint, and further to stand to and Abide by such Order and Decree therein as to this Hon.ble Court shall Seem Meet —

This Bill was Sworn here in
the Day of Adjournment of the Term
[illegible] the Ninth Day of June

Jn.o Call
Mayor

Edward Ellis
Att.y for the Compl.t

Know all Men by these Presents that I Pauncunjary Vadamalya Pillah of Madras Am Held and firmly Bound unto Colalla Arunander Naick of the same place in the Penal Sum of Two Thousand Star Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Colalla Arunander Naick 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 at Madras this Thirteenth Day of April in the Year One Thousand Seven hundred and Eighty Six —

Whereas the above Bound Pauncunjary Vadamalya Pillah hath Borrowed and Received of the above Named Colalla Arunander Naick the full and just Sum of One Thousand Star Pagodas Current Money of Madras to to him at Interest at the Rate of twelve per Cent per Annum payable in four Months from the date hereof —

Now the Condition of this Obligation is such that if the above Bound Panamgiar Vadamalea Pillah his Heirs Executors Administrators or Assigns shall well and Truly pay or Cause to be paid unto the said Colata Moonoodoo Naick his Heirs Executors Administrators and Assigns the full and Just Sum of One Thousand Star Pagodas, together with Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect, otherwise to Continue in full force and Virtue —

Signed Sealed and Delivered where no Stamp'd Paper is to be had in the presence of - - - - - - - - -
Signed in Malabar (L.S.)
Vadamalya

G° Condyah
P. Chinnasavalee

Above Copy
Edward Ellis
Att.y for the Compl.t

Know all Men by these Presents that I Panamgiar Vadamalya Pillah of Madras Merch.t held and firmly Bound unto Colata Moonoodoo Naick of the same place in the penal Sum of Two Thousand Star Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Colata Moonoodoo Naick 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 at Madras this first Day of June in the Year One thousand seven hundred and Eighty six —

Whereas the above Bound Panamgiar Vadamalyah Pillah hath Borrowed and Received of the above Named Colata Moonoodoo Naick the full and Just Sum of One Thousand Star Pagodas Current Money of Madras to him at Interest at the rate of twelve per Cent per Annum Payable in two and a half Months from the Date hereof —

Now the Condition of this Obligation is such, that if the above bound Panamgiar Vadamalya Pillah his Heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto the said Colata Moonoodoo Naick his Heirs Executors Administrators or Assigns, the full and Just Sum of One Thousand 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 Stamp'd Paper is to be had in the presence of - - - - - - - - -
Signed in Malabar (L.S.)
Panamgiar Vadamalya

Moothyaloo Naidoo
Palaniapa Vencatasawmy

Above Copy
Edward Ellis
Att.y for the Compl.t

267

Translation of an Agreement Dated 16th October 1787.

I Poonamiar Vadamalya Pillay of Madras the Farmer of Measuring Duty do give this Agreement to Cottah Rajah's Moocundoo Naick of the same place That is to say

I have Borrowed and Received of You the Sum of 1000 Pagodas upon my Bond or Obligation dated 13th April 1786 and the further Sum of 1000 Pagodas upon my Bond or Obligation Dated 1st June of the said Year, Making together the Sum of 2000 Pagodas in part Payment of which I have paid You the Sum of 200 Pagodas on the 20th September last, the remaining 1800 Pagodas together with such Interest as shall or may become due thereupon, I do hereby Promise and Engage to pay You as follows, to Wit 1000 Pagodas on the 16th January 1787 Next Ensuing and 800 Pagodas on the 16th March together with the Interest which may appear due upon the said Bonds and in Default of which Payment I have You are hereby Empowered to Sue me in the Honble the Mayor's Court, and to recover Your Money. Thus I have Voluntarily Given this Agreement Witnesses Polyeer Shechaullum Pillay and Gauzeela Condapah Chitty to their Knowledge this was drawn by Vencatesa Moodlemenur

(Signed) Poondamiar Vadamalya

Witnesses (Signed)
Polyeer Shechachellum
Gadala Condapah

A True Copy

A true translation as near as can be from the Malabar Language
(Signed) [illegible]

Dr. Vadamalya Pillah in Account Current with Moocundoo Naick Cr.

			Pags	Fs	C
1786 April	13th	To Your Bond of this Date payable in four Months	1000	"	"
June	1st	To Do payable in 2½ Months	1000	"	"
		To Interest on the above Sum to this day @ 12 per Cent p. Annum			
1787 March	17th	On Pags 1000 for 11.4 Int. Do 110. 15. "			
		On Pags 1000 for 9.14 Do 94. 25. 25	204	40	25
		Pagodas	2204	40	25

			Pags	Fs	C
1786 Septr	20th	By Cash Received	200	"	"
		By Interest on Do for 3 mo. 25 Days	11	31	20
			211	31	20
		By Ballance	1993	9	5
		Pagodas	2204	40	25

Madras 17th March 1787
Errors Excepted
Signed Moocundoo

A True Copy
Edward Ellis
Attorney for the Compltt.

268

Filed the 2d April 1787

In the Honble the Mayor's Court at Madraspatnam

Between Cotah Moorundoo Naick of Madras Inhabitant Compl.t and Punnunjary Vadamalya of the same place Defendant.

The Affidavit of the above Named Complainant

The above Named Complainant Maketh Oath and Saith that the above named Defendant is justly and truly indebted unto him this Complainant in the full and just Sum of One thousand Nine hundred and Ninety three Pagodas Nine fanams and five Cash Current Money of Madras, as stated in his Bill of Complaint and Exhibits thereunto annexed filed the 21st day of March 1787.

A true Translation as near as can be from the Gentoo Language
Seeburoyam
Interp.r

Edward Ellis
Attorney for the Compl.t

Mayor's Court at Madraspatnam } Tuesday the 15th Day of May Anno Domini 1787.

Present

James Call Esquire Mayor
Edw.d Garrow, Josias Du Pre Porcher and
Andrew Ross — Aldermen

Between Cotah Moorundoo Naick of Madras Inhabitant Complainant and Punnunjary Vadamalea Pillah 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 Nine Hundred and Ninety Three Pagodas Nine fanams and five Cash or Pagodas 1993.9.5 together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit —

P Cur

Filed 23rd Novr 1786

To the Honble the Mayor's
Court at Madras. Gentlemen

Humbly Complaining Sheweth unto this Honble Court Your Orator Mutteyal Naick of Madras Inhabitant by his Attorney William Gardiner of the same place. That Vagummal and Neela Naick also of the same place Inhabitants stand and are truly indebted unto Your Orator in the full and just sum of One Hundred and Sixty Six Pagodas Twenty Six fanams and fifty Cash Current Money of Madras Making in sterling Money of Great Britain at the Rate of Eight Shillings for each Pagoda the sum of Sixty Six Pounds and Twelve Shillings or thereabouts as will more fully and at Large Appear by a Copy of an Attested Current Mortgage Bond 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 whereof is in Your Orator's 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 Vagummal and Neela Naick of the said sum of One hundred and Sixty six Pagodas twenty six fanams and fifty Cash.

But

Honble Court the said Vagummal and Neela Naick Obstinately and wilfully Refuse to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises. Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience to the end therefore that the said Vagummal and Neela Naick may upon their Corporal Oaths full true Direct and perfect Answer make to all and singular the Matters and things hereinbefore Set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Sixty Six Pagodas twenty six fanams and fifty 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 Vagummal and Neela Naick to be Summoned and Required by the Sheriff of Fort St George Town of Madras or his Deputies thereto 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 as to this Honble Court Shall Seem Meet.

J. Grierson
Compl.ts Attorney

22 Novr 1786
This Bill was sworn to before the Mayor
[illegible] Summons for the
[illegible] [illegible] Ewing

Dr Nagummal and Moota Naick in their Account with Malliappah Naick — Cr

1783 March	7th	To Amount of Your Mortgage Bond of this date	125	.	.	1786 Novr	15th	By Balance due	166	26	50
1786 Novr	15th	To Interest on Ditto Due being 3 y. 8 Months at 1½ p Cent p Mensem	41	26	50						
		Pagodas	166	26	50			Pagodas	166	26	50

Fort St. George 15th November 1786

E. E. (Signed) [illegible]

A true Copy
J. Grierson
Compt. Allowances

Translation of a Mortgage Bond Dated the 27th of Masy Month in the Year called Sobakerroodu or Answering to Anno Domini the 7th of March 1783 —

We Nagummal Wife of Moota Naick and Moota Naick brother in law of Veloondral Naick of Madras do jointly give this Mortgage Bond to Maliappah Naick Son of Cunnagaroya Naick of the same place That is to say —

On Our Urgent Occasion We have Mortgaged to You Our House Allotted Us by the Company in lieu of Our House that pulled down at Hoghill Street is situated on the South side the Padreys Garden, and between the House of Sannoopah Naick and Caroopamnie Containing in breadth 35 feet and in Length 60 feet with all the Materials as well as the Old Chealty Little day, and Received of You the Sum of (125) One hundred and twenty five Current Star Pagodas which Sum we promise to Pay You on or before the 10th June 1784 the Sum of 60 Pagodas and on before the Month of February 1785 the Sum of 65 Pagodas with such Interest as may become due thereon at the Rate of 1½ per Cent p Mensem Thus We do give this Mortgage Bond by Our Consent and default of the said payment Then You are impowered to take the said House According to the Company's Valuation Witnesses Sannoopa Naick & Caroopamna Modelier by their knowledge drawn by Vencatachellum —

Witness (Signed)
Sannoopa
[illegible]

The Mark of Nagummal

Said Maliapah Naick harmless and free from any Costs that May happen to him thereby. In Witness Whereof he the said Maliapah Naick hath hereunto set his hand and Seal in Madras this Eighteenth Day of November in the Year of Our Lord One thousand Seven Hundred and Eighty Six.

Signed Sealed and Delivered (Where Stamped paper is to be had) in the presence of - - - - - - - - - - } (Signed) (L.S.)

A True Copy
J. Grierson
Complainant's Attorney

(Signed) Conega Moonapah
(Signed) Vencatrogaloo
(Signed) Fr. Adams Jr.

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

Between Maliapah Naick by his Attorney William Gardiner Complainant and Nagummal and Naler Naick Defendants.

The Affidavit of Edward Jones Cryer of this Hon.ble Court.

The above named Deponent Edward Jones maketh Oath and Saith that he did personally Serve the above named Defendants with four Rules issuing out of this Hon.ble Court for the above Named Defendants to Answer the Complainants Bill

to the following Effect to wit: Further Day is given the Defendants till the 8th May Next to Answer the Complainants Bill in default of which Judgment will be given for the Complainant. P Cur. James Taylor Register. John Hall the 24th April 1787 and that the last of the said four Rules Was a further Peremptory Rule to the following Effect to Wit Further Day is Given the Defendants till the 15th Instant to Answer the Complainants Bill in default of which Judgment will be given for the Complainant. P Cur. James Taylor Register. John Hall the 8th May 1787.

Edward Jones

Sworn in Court
this 15th May 1787
James Taylor
Reg.r

Mayor's Court at Madraspatnam } { Tuesday the 15th Day of May Anno Domini 1787

Present

James Call Esquire Mayor
Edw.d Garrow, Josias Du Pré Porcher &
Andrew Ross Aldermen

Between Maliapah Naick of Madras Inhabitant by his Attorney William Gardiner of the same place Merchant Complainant and Nagummal

and [illegible] also of the same
Place Inhabitants Defendants

It Appearing to 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 fitt to Order and have and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and Sixty one Pagodas, twenty six fanams and fifty Cash Pagodas 161: 26: 50 together with all such Interest as shall hereafter become due thereon untill full Payment is made, also all Costs of this Suit.

Per Cur.

Filed 15th January 1784. In the Hon.ble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Hon.ble Court Your Orator [illegible] of Madras Inhabitant, that James Barker of the same Place Merchant Administrator of all and Singular the Goods, Chattels, Rights and Credits, Estate and Effects of Thomas Barker Deceased stands justly and truly indebted unto Your Orator in the full and just Sum of One Hundred and Forty two Pagodas, Nine fanams and Forty Cash, Current Money of Madras, Making in Sterling Money of Great Britain

at the Exchange Rate of Eight Shillings for every Pagoda the Sum of Fifty six Pounds Seventeen Shillings and Six Pence Sterling, as does more Particularly and at Large Appear by Copies of an Account Current and Promissary Note hereunto Annexed for the Inspection of this Hon.ble Court, the Originals of which are in the Hands of Your Orator's Attorney and Ready to be Produced when Required, 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 One Hundred and Forty two Pagodas, Nine Fanams and Forty Cash from the said James Barker

But now so it is, may it Please this Hon.ble Court the said James Barker Obstinately and wilfully Refuses to pay the same or 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 James Barker as Administrator 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 truly & Effectually to all intents and purposes as if the same were here again Repeated and particularly interrogated, and that the said James Barker may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Forty two Pagodas, Nine 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 James Barker 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 [under a] Penalty 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.

J. Spencer
Attorney Complainant

13th January 1787
This Bill was Sworn to in the days of Adjournment & a Summons Issued Returnable the First Day
Jno Call
Mayor

Page 135.

Nine Months after Date I promise to pay Simapah or Order the Sum of One Hundred and Thirty five Pagodas for Value Received 28th Octr 1785

(Signed) Thos Horton

A true Copy
J. Spencer
Attorney Complainant

Dr { James Barker Administrator to the Estate and Effects of Thos Horton Deceased in Account Current with Simapah } Cr

1785 Octr	28	To the Amount of Thomas Horton's Promissory Note of Hand	135	"	"	1787 Jany	8	By Balance due	142	9	40
1787 Janry	8	To Interest on Do from 27th August 1786 to this day is 5 Mo 10 Ds at 12 per Cent per Annum	7	9	40						
		Pagodas	142	9	40			Pagodas	142	9	40

Fort St George 8th January 1787
E. E. (Signed) Simapah

A true Copy
J. Spencer
Attorney Complainant

Filed the 6th March 1787

The Answer of James Baker of Fort Saint George Merchant Sole Administrator of the Estate and Effects Rights and Credits of Ensign Thomas Mellon Deceased, Defendant to the Bill of Complaint of Kingapah of Madras Inhabitant Complainant

The Defendant as Administrator of all and Singular the Goods, Chattels, Rights and Credits of Thomas Mellon Deceased, Now and at all times hereafter saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties Incertainties and Insufficiencies in the Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant as the Sole Administrator of the said Thomas Mellon is Advised is Material or necessary for him to make Answer unto He this Defendant as Administrator as aforesaid Answereth and saith that he this Defendant Admits that a Demand was made on him by Kingapah the now Complainant for the Amount sued for when he this Defendant offered to produce an Inventory of all and Singular the Monies Goods Chattels and Effects which since the Death of the said Thomas Mellon had come to his this Defendants Possession as Administrator as aforesaid or to the Hands Custody or Possession of any other Person or persons to and for his Use as Administrator in any Manner, or upon any Account Whatsoever

there would not be Sufficient Assets produced from the Estate and Effects Rights and Credits or Goods and Chattels of the Deceased to pay off and Satisfy every Creditor in full he this Defendant declared his Readiness to pay such Proportion of the Complainants Demand as the Amount received would Admit of in a Just Proportion with the other Creditors which reasonable Proposal of this Defendant the the said Complainant Rejected and hath filed his Bill of Complaint in this Honble Court to Harrass and Aggrieve this Defendant and force him to heavy Expenses in the Law for this Defendant as Administrator Wished and intended to have made out a true and perfect Inventory of all and Singular the Goods and Chattels, Rights Credits Estate and Effects of the Deceased and have filed the same With an Exact Account Current upon Oath in this Honble Court so soon as Circumstances would Enable him and Would have paid such Monies as are there found to the Just Creditors Equally or Proportionably as their Debts would be then produced, Yet the Complainant Would not Allow this Defendant a reasonable time to do so Although such Equitable Proposals which from this Defendant as Administrator as aforesaid to Annexed is an Account Current so far as he is Enabled to form one with the Estate of the said Deceased and a List of Debts which Appears due from the Deceased to Sundry Persons to this his Answer And prays that they may be taken and received as parts of this his Answer to the Complainants Bill of Complaint Submitting to the Judgment and Equity of this Honble Court the Rectitude of of his Conduct and praying the Directions in the Premises —

All which matters and things this Defendant as Administrator as aforesaid is Ready and Willing to Aver Maintain and prove as this Honble Court shall direct and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this Behalf most Wrongfully Sustained.

Sworn to before me
this 6th Day of March 1787
Jas. Call
Mayor

Jas. Barker
Administrator

Edward Ellis
Attorney for the Defendant

Dr. — The Estate of Ensign Thomas Morton in Account Current with James Barker the Administrator — Cr.

1786	15	To Cash paid Your Bill upon J. Barker in favor of Palmer and Dunn	20	-	-
		To Do. which the late Thomas Morton to pay Coolies When he Arrived at Madras	5	-	-
		Cash paid the Undertaker for Funeral Charges as per his Bill	41	22	70
		Do. Clergyman's Fee	5	-	-
		Do. Office and Proctors Fees for Letters of Administration as per Bill of Particulars	21	12	-
		Do. paid Servants Wages after the decease of the said Thomas Morton	7	-	-
		Cash paid for Advertising an Outcry of the Effects in the Courier	1	-	-
		Do. desiring all who were Indebted to send in their Accounts	1	-	-
			102	11	70
		To Balance	125	29	28
		Pagodas	228	6	18

1786 Septr	13	By Amount of Sundry Effects Sold at Outcry by Capt. Wm. Baron as per his Bill 13th Septr 1786	167	6	18
		By Amount of a Horse and [illegible] sold Mr. Lloyd	40	-	-
		By Amount of a Bandy sold Adjt. [illegible]	20	-	-
			228	6	18
		Pagodas	228	6	18

Fort St. George 5th March 1787
Errors Excepted (Signed) James Barker
Administrator

A true Copy
Edward Ellis
Attorney for the Defendt.

Mayor's Court at Madraspatnam } { Tuesday the 8th Day of May Anno Domini 1787

L.S.

Mayor's Court

Present

James Call Esquire Mayor

Aldn. John Holland — Aldn. Carrow

and Andrew Ross — Aldermen

Between Vengapah of Madras Inhabitant Complainant and James Barker of this place Merchant Administrator of all and singular the Goods, Chattles, Rights and Credits of the Estate and Effects of Thomas Maclen Deceased Defendant

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill with Copies of an Account Current and Promissory Note thereto Annexed the Defendants Answer with Copies of an Account Current and a List of Debts due by the Estate thereto annexed On Hearing the Pleadings made thereof by the Attorneys and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant do pay unto the Complainant Out of the Estate and Effects of Thomas Maclen Deceased the full and Just Sum of One Hundred and forty two Pagodas Nine fanams and forty Cash Pagodas 142. 9. 40 together with all such Interest as now is or shall become due thereon till full Payment is made also all Costs of this Suit —

Per Cur.

Filed 27th Novr. 1786 —

To the Honble. the Mayor's Court at Madraspatnam

Humbly Complaining Shew unto this Honble. Court Your Orators Pagarey Chitty and Cauna Chitty of Madras Merchants that Thomas Humpherston of Fort Saint George Merchant stands justly and truly indebted unto Your Orators in the full and Just Sum of One hundred and Twenty One Star Pagodas Eleven 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 Sixty Eight Pounds and Nine Shillings or thereabouts as will more fully and at Large Appear by the Copies of a Bond or Obligation and an Account Current hereunto Annexed for the inspection of this Honble. Court which Your Orators pray may be Admitted as part of this Your Orators Bill of Complaint And Your Orators further Shew unto this Honble. Court that they have frequently and in an amicable Manner Requested payment from the said Thomas Humpherston of the said Sum of One hundred and Twenty One Star Pagodas Eleven fanams and forty Cash

But now so it is May it Please this Honble. Court that the said Thomas Humpherston Obstinately and

(287)

Mayor's Court at Madraspatnam } { Tuesday the 8th Day of May Anno Domini 1787

L.S.

Present

James Call Esquire Mayor
Edwd. John Holland – Edwd. Carrow
and Andrew Ross – Aldermen

Mayor's Court

Between Tengapah of Madras Inhabitant Complainant and James Barker of this Place Merchant Administrator of all and singular the Goods, Chattles Rights and Credits of the Estate and Effects of Thomas Umpherston Deceased Defendant.

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both sides on Reading the Complainant's Bill with Copies of an Account Current and Promissory Note thereto Annexed The Defendant's Answer with Copies of an Account Current and List of Debts due by the Estate thereto Annexed On Hearing the Pleadings made thereof 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 Out of the Estate and Effects of Thomas Umpherston Deceased the full and Just Sum of One Hundred and forty two

(288)

Pagodas Nine fanams and forty Cash Pagodas 142. 9. 40 together with all such Interest as is now or shall become due thereon untill full Payment is made also all Costs of this Suit.

Per Cur

Filed 27th Novr 1786.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators Pagaray Chitty and Canna Chitty of Madras Merchants that Thomas Umpherston of Fort Saint George Merchant stands Justly and truly indebted unto Your Orators in the full and Just Sum of One hundred and Twenty One Star Pagodas Eleven 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 Sixty Eight Pounds and Nine 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 Orators pray may be Admitted as part of this Your Orators Bill of Complaint And Your Orators further Shew unto this Honble Court that they have frequently and in an amicable Manner requested payment from the said Thomas Umpherston of the said Sum of One hundred and Twenty One Star Pagodas Eleven fanams and forty Cash

But now so it is May it Please this Honble Court that the said Thomas Umpherston Obstinately and

Wilfully refuse to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear reasonable to Equity and Good Conscience. To the End therefore that the said Thomas Wapherston may upon his Corporal Oath full true distinct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alleged as fully truly and Effectually to all intents and purposes as if the same were herein again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Twenty One Star Pags Eleven fanams and forty Cash together with all such Interest as now is or shall thereafter become due thereon and also all Costs of this Suit —

May it Please this Honble Court to Cause the said Thomas Wapherston to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrapatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your 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 November 1786 —
This Bill was Sworn to in Court before me the Day of Adjournment the Subpoena being Returnable the Next Court Day —
Robt Ewing
Mayor

P. Walker
Atty for Complainant

Know all Men by these Presents that I Thomas Wapherston of Madras Merchant am held and firmly Bound unto Tyagaroy Chitty and Causey Chitty of the same Place Merchants in the Penal Sum of Three hundred and thirty eight Pagodas to the payment whereof well and truly to be made to the said Tagaroy Chitty and Causey Chitty their heirs Executors, Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set My Hand and Seal in Fort Saint George this Eleventh Day of August in the Year One Thousand Seven hundred and Eighty Six —

Whereas the above bound Thomas Wapherston hath borrowed and Received of the above Named Tagaroy Chitty and Causey Chitty the full and Just Sum of One hundred and Sixty Nine Pagodas to bear Interest at the Rate of Twelve per Cent per Annum payable in Two Months after the Date thereof with the Interest —

Now the Condition of this Obligation is such that if the above bound Thomas Wapherston his heirs Executors, Administrators, or Assigns shall well and truly pay or Cause to be paid unto Tagaroy Chitty and Causey Chitty their heirs Executors, Administrators or Assigns the full and Just Sum of One hundred and Sixty Nine 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
there being no Stampt paper to be had
in the Presence of
[illegible]
[illegible]

Thomas Wyherston (L.S.)

A true Copy P. Walker
Attorney for Complt

291

Dr —— Thomas Humphreston in Account Current with Zagaroy Chitty & Cawsee Chitty —— Cr

			Pagodas						Pagodas		
1786 Aug.t	11	To Amount of Your Bond or Obligation of this Date Payable in Two Months from the Date hereof without Interest for	169	-	-	1786 Nov.r	22	By Ballance due	171	11	40
Nov.r	22	To Interest on D.o from 12th Octob.r to this Day being 1 M.o & 10 D.s at 12 p Cent p Annum	2	11	40						
		Pagodas	171	11	40			Pagodas	171	11	40

Fort St. George 22.d November 1786

Above Copy

J. Walker
Att.y for Compl.ts

293

Mayor's Court at }
Madraspatnam }

{ Tuesday the 5th Day of June
{ Anno Domini 1787

Present

James Call Esquire Mayor
Edw.d John Holland — Robert Ewing and
Andrew Ross — Aldermen

L.S.
Mayor's Court

Between Zagaroy Chitty and Cawsee Chitty of Madras Merchants Complainants and Thomas Humphreys of Fort Saint George 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 Complainants the full and Just Sum of One Hundred and Seventy One star Pagodas Eleven fanams and forty Cash (Pag.s 171. 11. 40) together with all such Interest as shall hereafter become due thereon till full Payment is made also all Cost of this Suit — Per Cur.

Filed 3rd February 1787.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Thomas Umphelston by his Attorney David Young of Madras Merchant that William Gardiner of the same place Shopkeeper stands justly and truly indebted unto Your Orator in the full and Just Sum of Six hundred and Sixty five Pagodas and Twenty 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 Two Hundred and Sixty Six Pounds and five shillings as will more fully and at large Appear by Copy of a Bond or Obligation and an Account Current together with 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 whereof is in Your Orator's 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 William Gardiner of the said Sum of Six hundred and Sixty five Pagodas and Twenty Nine fanams—

But now so it is May it Please this Honble Court the said William Gardiner 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 Remedy Such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said William Gardiner May upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things hereinbefore Set forth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Six Hundred and Sixty five Pagodas and Twenty 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 William Gardiner to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by Such Order and Decree therein as to this Honble Court shall seem Meet—

Chas Baker
Complts Attorney

This 3rd Feby 1787

This Bill was shewn to me
in the days of Adjournment
Let a Summons Issue Returnable
Next Court Day—

Jas Call
Mayor

Know all Men by these Presents that I William Gardiner of Madras Am held and firmly bound unto Thomas Humpherston of the same place in the Penal Sum of One thousand and Two hundred Pagodas Current Money of Madras to the payment whereof Well and truly to be made to the said Thomas Humpherston his heirs Executors Administrators or Assigns I do bind and oblige Myself my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Madras aforesaid this first day of March in the Year One Thousand Seven hundred and Eighty six

Whereas the above bound William Gardiner hath Borrowed and Received of the above Named Thomas Humpherston the full and just Sum of Six hundred Pagodas to bear Interest at the Rate of Twelve per Cent per Annum Payable Ten Months from the above Date

Now the Condition of this Obligation is such that if the above bound William Gardiner his Heirs Executors Administrators or Assigns shall Well and truly pay or Cause to be paid unto Thomas Humpherston aforesaid his Heirs Executors Administrators or Assigns the full and just Sum of Six hundred Pagodas Current Money of Madras together with such Interest as may become Due thereupon then this Obligation to be Void and of none Effect otherwise to remain in full force and Virtue

Signed Sealed and Delivered
(where no stamped Paper is to be had)
in the Presence of . . . .

Wm. Gardiner (L.S.)

A true Copy
Chas. Baker

Dr. William Gardiner in Account Current with Thomas Humpherston Cr.

ch	1	To the Amount of Your Bond bearing date this day	600	–	–	1787 Jany.	30	By Balance due	665	29	–
y	30	To Interest on Do. to this day is 10 mo. 29 ds. at 12 ⅌ Cent ⅌ Annum	65	29	–						
		Pagodas	665	29	–			Pagodas	665	29	–

Madras 30th January 1787
Errors Excepted ⅌ Thomas Humpherston

A true Copy
Chas. Baker

To all People to whom these Presents shall come Greeting Whereas William Gardiner of Madras Merchant in and by the Balance of an Account Current bearing date the Sixteenth day of January in the present Year of Our Lord One thousand Seven hundred and Eighty Seven and Also in a Bond or Obligation bearing date the first day of March which was in the Year of Our Lord One thousand Seven hundred and Eighty Six stands justly and Truly indebted unto Thomas Macpherson of the same place Merchant in the Sum of Six hundred and Sixty five Pagodas and Twenty Nine fanams as by the said Bond or Obligation and an Account Current may appear and Whereas there now remains due to the said Thomas Macpherson on the said Bond or Obligation and an Account Current the Sum of Six hundred and Sixty five Pagodas and Twenty Nine fanams Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two hundred and Sixty six Pounds and five Shillings Now Know Ye that the said Thomas Macpherson for a Valuable Consideration to him in hand Paid by David Young also of Madras Merchant at or before the Sealing and Delivery of these Presents the Receipt whereof the said Thomas Macpherson Doth hereby Acknowledge he the said Thomas Macpherson Hath well Assigned and Delivered and by these presents Doth well Assign and Deliver unto the said David Young the present Bond or Obligation and an Account Current and the said Money Due and Owing and which may become due and the Money thereon and all his Right and Title, Interest and Demand to every part thereof And the said Thomas Macpherson for the same Consideration aforesaid Hath made Constituted and Appointed and by these presents Doth make Constitute and Appoint and David Young his Heirs Executors Administrators and Assigns the said

True and Lawful Attorney or Attornies Irrevocably 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 David Young his Heirs Executors Administrators and Assigns to Ask Require Demand and Receive of the said William Gardiner his Heirs Executors Administrators and Assigns the Money due and become due on the said Bond or Obligation and an Account Current and on Nonpayment thereof him the said William Gardiner his Heirs Executors Administrators and Assigns to Sue for and Recover the same and on Payment thereof to deliver up the said Bond or Obligation and an Account Current and give sufficient Releases and Discharges and One or more Attorney or Attornies under him to make Constitute and Appoint and whatsoever the said David Young or his Attorney or Attornies under him shall Lawfully do in the Premises the said Thomas Macpherson Doth hereby Allow and Affirm and the said Thomas Macpherson Doth Covenant with the said David Young that he the said Thomas Macpherson hath not Received nor will Receive the said Money due or become due on the said Bond or Obligation and an 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 Lawful Proceedings for the Recovery thereof he the said David Young saving the said Thomas Macpherson harmless of and from any Costs that may happen to him thereby In Witness whereof the said Thomas Macpherson hath hereunto set and Affixed his Hand and Seal at Fort St. George this Thirtieth day of January in the Year of Our Lord One Thousand Seven hundred and Eighty Seven

Thomas Macpherson (L.S.)

Signed Sealed and Delivered
Where no Stamped paper is to be had
in the presence of
J. Guillet
Chas. Baker

A true Copy
Chas. Baker

Filed 20th Feby 1787

In the Honble the Mayor's
Court at Madraspatnam

Between Thomas Maughan lately by
his Attorney David Young of Madras
Merchant Complainant and William
Gardiner of the same place Shopkeeper
Defendant

David Young the above named Complainant Maketh Oath and saith that William Gardiner the above Named Defendant is justly and truly indebted unto him this Deponent in the full and just Sum of Six hundred and Sixty five Pagodas and twenty Nine Fanams Current Money of Madras being the Amount of a Bond or Obligation and all Accrued Interest

Sworn in Court
this 20th Feby 1787
James Taylor
Regr

David Young

Filed 10th April 1787

The Answer of William Gardiner
of Madras Shopkeeper to the Bill of
Complaint of Thomas Maughan lately by
his Attorney David Young of the same
Place Merchant

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, Untruths, Insufficiencies and Imperfections in the said Complainant's said Bill of Complaint contained, for Answer thereunto or unto so much thereof as to this Defendant is advised is material or necessary for him to make Answer unto, he answereth and saith, that he this Defendant denies to stand indebted unto the Complainant in the Sum of Six Hundred and Sixty five Pagodas and Twenty Nine Fanams as the same is unjustly and untruly stated in the said Complainant's Bill of Complaint, nor is he rightly bound to pay or discharge the Amount of his Bond a Copy of which is Annexed to the Complainant's Bill of Complaint, as the terms and Conditions, upon and for which the said Bond was given and Granted, were not performed and fulfilled on the part and behalf of the said Complainant, and in Order to explain the same to this Honble Court this Defendant prays leave to state, that he had entered into Copartnership with Mr Patrick Scott, in a Shop in Fort Saint George, where they sold Europe Goods and other Articles of different denominations, and that the said Complainant also kept a Shop of the same Nature, that the Wife of the said Complainant having died, the said Complainant expressed his intentions of [illegible] and leaving his Shop and Stock in Trade and

Good Will, to such Person as should wish to become Purchaser, this Defendant conceiving from the Number of Customers which the Complainant had, and the Apparent Easiness of his Trade, that such Purchase would prove Very Eligible for him, spoke to the Complainant on the Subject and Ultimately agreed with him for the Purchase of his Shop, Furniture, Stock in Trade and Good Will, the whole Valued at Eight Hundred and Sixteen Star Pagodas and Thirty Six fanams, The mode of Payment for which was Two Hundred and Sixteen Pagodas and Thirty Six fanams in ready Cash, and a Bond or Obligation for the remaining Six Hundred Pagodas to the said Complainant his Heirs Executors, Administrators and Assigns payable in Ten Months from the Date thereof, with Interest for the same at the rate of Twelve per Cent per Annum — These Conditions were faithfully and punctually fulfilled on the part of this Defendant by paying the aforesaid Sum of Two Hundred and Sixteen Pagodas and Thirty six fanams in Cash, and executing a Bond or Obligation to the said Complainant his Heirs Executors, Administrators and Assigns on the first Day of March, which was in the Year One thousand Seven Hundred and Eighty Six for the full and just Sum of Six Hundred Pagodas, to bear Interest at the Rate of Twelve per Cent per Annum and payable in Ten Months from the above date, all which will more fully and clearly Appear, by the Copy of an Agreement hereunto Annexed, Marked A. which this Defendant prays may be taken as part and parcel of this his Answer, the Original of which is in this Defendant's Attorney's Hands, and ready to be produced when required; the Conditions to be fulfilled on the part of the Complainant were, that he the said Complainant would in the space of three months after the Date of the above mentioned Agreement leave this Settlement and proceed to Europe, and give up and make over to this Defendant the full Possession of every part of his Merchandize [illegible]

and that he would never again open or keep a Shop in Fort Saint George, either in his own Name or jointly with any other Person from the Circumstance of the Death of the Complainant's late Wife, his Apparent great distress of Mind, and his Assurances to this Defendant, this Defendant was induced to believe and be Confident that he the said Complainant would punctually and faithfully fulfill, perform observe and keep the several Conditions and Agreements he had entered into; and this Defendant was More confirmed in this his Opinion from the Circumstance of the Complainant's telling him, that he should leave the Bond so drawn and granted by this Defendant in manner and form as before set forth, in the Hands of John Menzies Esquire, to be to him paid when the Complainant should leave this Country; this Defendant entirely relying on these Assurances, dissolved his Partnership with the said Patrick Scott, tho' the same had been Attended with many Advantages and took Possession of the Shop and Stock in trade of the Complainant But this Defendant prays leave to state to this Honble Court, that notwithstanding the Complainant had so given and Granted the before stated Agreement, and had further Assured and promised this Defendant, that he should proceed to Europe and not open Shop again in defiance of all good Faith and that Confidence which ought to Subsist among Men in Business opened a Shop in Fort Saint George in the same Line of Business and trade in which he had formerly been in, in direct Opposition to this Defendant, and much to this [illegible] hurt and ruin, as his Customers returned to the Person they had formerly dealt with thereby leaving him in a worse Situation than he had been at first. this Defendant therefore humbly submits to this Honble Court, any and what Right the Complainant can possibly have to demand the payment of this Defendant's Bond as he openly and [illegible] [illegible] [illegible] and [illegible] [illegible] [illegible] said Condition [illegible] [illegible] performed [illegible] that this Defendant further prays leave to state to this Honble Court that he humbly conceives the Complainant in Equity and Justice bound [illegible] to cancel the above mentioned Bond [illegible] pay unto this Defendant a further Sum of Money for the Losses he has sustained by and through the means of the Complainant this Defendant prays leave to state to this Honble Court and [illegible] he [illegible] not make a regular demand of a Sum of Money equivalent to [illegible] [illegible] Submits the whole to the Wisdom and Justice of this Honble Court Viz. The breaking and dissolving the Copartnership between this Defendant and the said [illegible] [illegible] this Defendant [illegible] a Considerable Sum, he having [illegible] at least Twenty five Pags per Month clear of every Expence during the said Copartnership, also by being obliged to quit an Office where this Defendant was engaged at Ten Pagodas per Month, for such time as he could [illegible] from his Shop which advantage he was obliged to forego when he Purchased the Stock in Trade of the Complainant and [illegible] any [illegible] to Assist him, also the Loss sustained by this Defendant by the non performance of the Conditions [illegible] this Defendant Performed and fulfilled on the Part of the [illegible] Determined to be Losses sustained by this Defendant [illegible] the Complainant, all which of the Complainant [illegible] [illegible] [illegible] [illegible] to the amount Superior to that for which this Defendant [illegible] [illegible] Sum for Court [illegible] all these Circumstances this Defendant [illegible] this Honble Presumes, that the Complainant this Defendant humbly Whatever against this Defendant [illegible] [illegible] [illegible] to the Satisfaction of this Honble Court [illegible] Which this Defendant [illegible] to this Honble Court that the Bond for Granted for the Purpose and on the Condit

that the Complainant had not any pecuniary Demand whatever upon this Defendant, and that the Furniture and Stock in Trade of the Complainant was in itself only worth Two Hundred Pagodas or thereabouts, that the Defendant was induced to give the further Sum of Six Hundred Pagodas in Order that the Complainant might induce his Customers to lay out their Money and deal with this Defendant, as the Complainant faithfully promised to do, but the Complainant having Acted in manner and form as above set forth prays the Judgment of this Honble Court Whether he ought to pay the whole or any part of the Amount of the said Bond to the Complainant

All Which Matters and things this Defendant is Ready and Willing to verify maintain and prove as this Honble Court shall direct, and most humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained

Sworn in Court
April 11th 1757
James Taylor
Regr

William Gardiner
P. Spencer
Attorney Defendant

A

Know all Men by these Presents that I Thomas Humpherston of Fort St George have Bargained and sold to Wm Gardiner all my Goods and Stock in Trade and Shop in Fort St George aforesaid for and in Consideration of the Sum of Eight Hundred and Sixteen Star Pagodas and Thirty Six fanams as Witness my Hand this fourth Day of May 1756

Thomas Humpherston

Witness
Robt Pirzow

A true Copy
P. Spencer

Mayor's Court at Madraspatnam } { Tuesday the 5th Day of June Anno Domini 1787

L.S.

Present ——

James Call Esquire Mayor

Edwd. John Holland — Robert Ewing and

Andrew Ross — Aldermen ——

Mayor's Court

Between [illegible] of Madras Merchant Complainant and William Gardener of the same place Esquire Defendant.

Filed the 5th June 1787 in Court

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator [illegible] of Madras Merchant That Vellavenly Undiapah of the same place Inhabitant stands indebted unto Your Orator in the full and just Sum of Four hundred and Sixty three Pagodas Thirty One 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 Eighty five Pounds and Ten Shillings or thereabouts as will more fully and at large appear by Copy of the Translation of a Bond or Obligation given and Granted unto Your Orator by the said Vellavenly Undiapah on the Sixteenth Day of March in the present Year of Our Lord One thousand Seven hundred and Eighty Seven herewith 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 Four hundred and Sixty three Pagodas Thirty One fanams and Twenty Cash from the said Vellavenly Undiapah

But now so it is May it Please this Honble Court the said Vellavenly Undiapah 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 Vellavenly Undiapah 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 Tyed and particularly Interrogated and that the said may be Decreed to pay unto Your Orator the aforesaid Sum of Four hundred and Sixty three Pagodas and Thirty One fanams and Twenty 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 Yellavenly Audiapah 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 as to this Honble Court shall Seem Meet.

Wm Du Puy
Attorney Compl.t

Translation of a Gentoo Agreement Dated 16th of March 1787.

Yellavenly Audiapah do give this Agreement to John Fannin that I do buy Have Purchased of You (18) Eighteen Corges of Salampores at the Rate of 25½ Pags per Corge Amounting to Four Hundred and Fifty Nine Pagodas and also four Pags Thirty One fanams and Twenty Cash for the Carriage of Package in all Pagodas 463.31.20 which Sum I do hereby Engage to Repay You in the Space of Two Months from the Date hereof and this Agreement I give You Thus Drawn by Yellavenly Audiapah's Own hand Writing.

This translation is made from the Gentoo Language

Runganaden
Interpreter

Attorney
[illegible] Du Puy

Mayor's Court at Madraspatnam } { Tuesday the 12th Day of June Anno Domini 1787.

Present

James Call Esquire Mayor

Edward Garrow & Isaiah Du Pré Porcher

Aldermen

L.S.

Mayor's Court

Between John Fannin of Madras Merchant Complainant and Yellavenly Audiapah of the same Place Inhabitant Defendant.

The Defendant being in Court and Acknowledging the Justice of the Complainant's Demand this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four Hundred and Sixty Three Pagodas Thirty One fanams and Twenty Cash or Pagodas 463.31.20 together with such Interest as now is or shall hereafter become due thereon until full Payment be made also all Costs of this Suit.

By the Court

Filed 19th April 1787

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator James Durant by his Attornies William Balfour and John Spalding of Fort Saint George Esquires That Agavali Satu of Madras Merchant stands justly and truly indebted unto Your Orator in the full and just Sum of One Thousand One Hundred and Thirty three Pagodas Thirty Seven fanams and Twenty Six Cash 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 three Pounds and Six Shillings Arising on a Certain Policy of Insurance made on the Ship Called the Hinchinbroke from a Certain place Called Culpee in the River of Bengal to the Port of London in Great Britain bearing Date the Ninth day of April One thousand Seven hundred and Eighty five and underwritten by him the said Agavali Satu in the Sum of One Thousand Pagodas as by the said Policy now in Your Orator's Custody and ready to be produced when Called for will Appear and also by an Attested Copy thereunto Annexed for the Inspection of this Honble Court the Original being in Your Orator's Attorney's Custody and ready to be produced whenever this Honble Court shall require And Your Orator further Sheweth unto this Honble Court That since the Loss of the said Ship so Called the Hinchinbroke as aforesaid he hath frequently and in an Amicable Manner requested Payment from the said Agavali Satu of the said Sum of One Thousand One hundred and thirty three Pagodas Thirty Seven fanams and Twenty Six Cash But now so it is May it Please

said Agavali Satu 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 Agavali Satu may upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here Again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the said Sum of One thousand and One hundred and thirty three Pagodas Thirty Seven fanams and Twenty Six 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 Agavali Satu 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 thereupon as to this Honble Court shall Seem Meet

Chas. Baker
Atty for Complt.

This 19th April 1787

This Bill was shewn to me in the Usage of the Commencement & a Summons issued and returnable on Next Court Day

Jas. Call
Mayor

Dr. { Mr. Agavale Salur in Account Current with Messrs. Balfour and Spalding for Mr. Lewis Perecret } Cr.

To Insurance on the Ship Hinchinbrooke Lost in Bengal River	1000. – –	1787 March 14th	By Ballance	1133. 37. 26
To Interest Do. from 12th Novr. 1785 to 14th March 1787	133. 37. 26			
Pagodas	1133. 37. 26		Pagodas	1133. 37. 26

Fort St. George 14th 1787
Errors Excepted

Balfour & Spalding
Atts. Lewis Perecret

True Copy Chas. Bakie

Mayor's Court at Madraspatnam } { Tuesday the 12th Day of June Anno Domini 1787

Present

L.S. James Call Esquire Mayor
Edward Garrow and Josaias Du Pre Porcher
Aldermen

Mayor's Court

Between Lewis Perecret by his Attornies William Balfour and John Spalding of Fort Saint George Esquires Complainants and Agavale Salur of Madraspatnam 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 Thousand One hundred and thirty three Pagodas thirty seven fanams and Twenty six Cash or Pagodas 1133. 37. 26. Together with all such Interest which shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Per Cur.

Filed the 19th April 1787

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Sawmy Rama Samy Chitty of Madras Merchant That William Gardiner and Thomas Parker of the same Place Merchants stand justly and truly indebted unto Your Orator in the full and just Sum of Four Hundred and Eighty One Star Pagodas Twenty two fanams and forty Cash Current Money of Madras Making in Value Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Ninety two Pounds and Twelve Shillings or thereabouts as will more fully and at large appear by the Copies of a Certain Bond or Obligation and Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be Admitted as part of this Your Orator's Bill of Complaint The Originals thereof Now being in Your Orator's Custody and Ready to be produced to this Honble Court whenever 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 William Gardiner and Thomas Parker of the said Sum of Four Hundred and Eighty One Star Pagodas Twenty two fanams and forty Cash

But now so it is May it Please this Honble Court that the said William Gardiner and Thomas Parker Absolutely and wilfully refuse to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays such General Relief as to this Honble Court

shall appear Agreeable to Equity and Good Conscience To the End therefore that the said William Gardiner and Thomas Parker may upon their Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged 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 Four hundred and Eighty One Pagodas Twenty two 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 William Gardiner and Thomas Parker 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 thereon as to this Honble Court shall seem Meet

Fort Saint George 19th April 1787

This Bill was shewn to me between
the Hours of Adjournment to be Summoned
& Returnable Next Court Day

Jas. Call
Mayor

T. Walker
Attorney for Compl.t

Know all Men by these Presents that We William Gardner and Mr. Thos. Barker both of Madras Merchants are held and firmly Bound unto Tanjore Rama Swamey Chitty of the same place Merchant in the Penal Sum of One Thousand and Four hundred Star Pagodas Current Money of Madras to be paid to the said [illegible] well and truly to be made To the said Tanjore Rama Swamey Chitty his Heirs Executors Administrators or Assigns We bind ourselves and each of us our Heirs Executors and Administrators jointly and severally firmly by these Presents. Sealed with our Seals and Dated this 15th Day of July in the Year One Thousand seven hundred and Eighty Six 1786.

Whereas the above bound William Gardner and Mr. Thomas Barker have Borrowed and Received of the above named Tanjore Rama Swamey Chitty the full and just Sum of Seven Hundred Star Pagodas Current Money of Madras to be returned at the Rate of Twelve per Cent per Annum payable in Three Months after Date with Interest from till that time.

Now the Condition of this Obligation is such that if the above bound William Gardner and Mr. Thomas Barker their Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Tanjore Rama Swamey Chitty his Heirs Executors Administrators or Assigns the full and just Sum of Seven hundred Pagodas together with such Interest as shall become due then this present Obligation to be void and of no Effect otherwise to remain in full force and Virtue.

Signed Sealed and Delivered (Where no Stamp Paper is to be had) in the Presence of
[illegible] Adams

Willm. Gardiner (L.S.)
Thos. Barker (L.S.)

[illegible]
4th [illegible] Hundred and Thirty Pagodas

(Endorsed) Paid out of the within the Sum of Two Hundred and Thirty Pagodas and Received the 17th day of Octr. 1786
5th Decr. more paid of the within Sixteen Pagodas [illegible]

Dr. Messrs. William Gardner and Thomas Barker in Account Current with Tanjore Rama Swamey Chitty Cr.

			Pags.						Pags.		
[illegible]	17	To Amount of Your Joint Bond Bearing Date 15th July last due this Day Without Interest	700	..	..	1786 October	17th	By the Sum Received on the Above Account in part of Your Bond to me and which I Agree to Credit in the Account this Day	230	..	..
[illegible]	17	To Interest on Do. from 17th October 1786 to this Day being 6 Months @ 12 per Cent per Annum	42	..	..	Decr.	5th	By Cash Received in further part thereof	16	..	..
									246	..	..
						1787 April	17th	By Interest on Do. to this Date @ 12 per Cent per Annum Viz.			
								On Pags. 230 for 6 Months	13	36	..
								On Pags. 16 for 4 Do. 12 Days	..	28	40
									260	22	40
								By Balance Due	481	22	40
		Pagodas	742	..	..			Pagodas	742	..	..

Fort Saint George 17th April 1787
E. E.

A true Copy — T. Walker
Attoy. for Compl.t

At a Mayor's Court at Madraspatnam } { Tuesday the [illegible] Anno Domini 1787

L.S.

Mayor's Court

Present

James Call Esquire Mayor

William Webb and John [illegible]

Aldermen

[illegible] between James Call [illegible] Complainant and William [illegible] and [illegible] Defendant [illegible]

It Appearing [illegible] the Record [illegible] Court [illegible] [illegible] therefore thought fit to Order and [illegible] Court [illegible] Order and Decree that the Defendant [illegible] the full and just sum of [illegible] Pagodas Twenty [illegible] together with [illegible] Thereon until full Payment [illegible]

Per Cur

To the Worshipful James Call Esq.re

Mayor of Madraspatnam

The Humble Petition of

[illegible]

Sheweth

That with great Submission Your Petitioner begs leave to represent that a few Weeks since he was taken with a very [illegible] state of health which Compelled him to Apply to a Doctor [illegible] Your Petitioner to follow a Certain Regimen [illegible] from Attendance on business for the Purpose of recovering his health.

Therefore Your Pet.r Most humbly begs and prays that Your Worship will be Graciously pleased to permit him for some time to [illegible] until he finds [illegible] his health [illegible] Your Pet.r offers [illegible] for that purpose [illegible] in Duty bound

Shall ever Pray

[illegible]

Madras

13 February 1787

Filed 2 July 1785.

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Rowley Lascelles of Madras Merchant that Samuel Crawford of the same Place Merchant is indebted unto Your Orator in the full and just Sum of One hundred and Twenty Star Pagodas Current Money of Madras being in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Forty Eight Pounds as more particularly and at Large appears by the Copy of a Bond 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. Whereas Your Orator hath frequently and in a friendly Manner requested Payment of the said Sum of One hundred and Twenty Star Pagodas from the said Samuel Crawford.

But now so it is may it Please this Honble Court the said Samuel Crawford Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays [illegible] this Honble Court shall appear Agreeable to Equity and Good Conscience to the End therefore that the said Samuel Crawford 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 all the Interrogatories [illegible] as fully truly and Effectually as if the same were here again repeated and he thereunto particularly interrogated [illegible] may be Decreed [illegible]

[illegible] the said Sum [illegible] and also all Costs of this Suit

And that Your Orator [illegible] this Honble Court [illegible] the said Samuel Crawford [illegible] Summons and [illegible] Samuel Crawford [illegible] this Honble Court at a Certain time [illegible] Honble Court [illegible] Appointed [illegible] this Bill of Complaint and further [illegible] this Honble Court [illegible]

J. Spencer
Attorney for Complt.

2 July 1785

Let a Summons issue as [illegible] of this Honble Court [illegible]

[illegible] Mayor

Know all Men by these presents that I Samuel Crawford am held and firmly bound unto Mr Rowley Lascelles of Madras in the penal Sum of Two hundred and forty Star Pagodas [illegible] to be paid to the said [illegible] or his certain Attorney Executors Administrators or Assigns [illegible] to which payment well and truly to be made I 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 first day of January in the Year of Our Lord one thousand seven hundred and Eighty five.

Whereas

Whereas the above bound Samuel Crawford hath borrowed and received of the above Named Rowley Lascelles the full and just Sum of One hundred and Twenty Star Pagodas to bear interest at the Rate of per Cent per annum and Payable the Twenty first day of May Next—

Now the Condition of this Obligation is such that if the above bound Samuel Crawford his heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Rowley Lascelles his heirs Executors Administrators or Assigns the full and just Sum of One Hundred and Twenty 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 (Signed) Saml. Crawford (L.S.)
Where no Stampt paper is to be had
in the presence of—
(Signed) Robt. Scott
(Signed) Serunalu

A true Copy
J. Spencer
Attorney for Compl.t

Filed 9th Septr 1785

The Answer of Samuel Crawford of Fort Saint George Merchant Defendant to the Bill of Complaint of Rowley Lascelles of Madras Esquire Complainant.

The Defendant now and at all times hereafter saving

to himself all manner of Benefit and Advantage of Exception to the Many Errors in the said Bill of Complaint Contained for Answer thereunto Saith that he Admits that he did Execute a Certain Bond as mentioned in the said Bill of Complaint but denies that he stands indebted thereon in the Sum of One Hundred and Twenty Star Pagodas as by the said Bill of Complaint is Mistakenly stated Because this Defendant Says that the Consideration for which Such Bond was Given was Certain Goods and Merchandize Sold by the said Complainant to this Defendant and warranted to be good and merchantable but upon examining the same it was discovered that Sundry Hats five Pair of Shoes and a Looking Glass Part of such Goods as aforesaid for which the said Bond was given were neither good or Merchantable but the Looking Glass broke and the Hats and Shoes Damaged and Rendered unfit for Sale of which this Defendant gave Notice to the said Complainant and requested him to take back the same and give him Credit for the Amount thereof in part Discharge of the said Bond agreeable to the Price they were Charged at or by the Terms of their Agreement and the Custom of Merchants he was bound to do and which Amounts as by an Account thereunto Annexed to the sum of Forty six Pagodas Twelve fanams and Twenty Cash but this the Complainant Constantly refused to do and immediately upon the Bond becoming due instituted a Suit against this Defendant for the Recovery of the whole Amount whereas this Defendant avers that the said Sum of Forty six Pagodas Twelve fanams and Twenty Cash being deducted as in Equity it ought to be out of the Amount of such Bond the whole that is really due to the said Complainant [illegible]

Fanams and sixty Cash which the Defendant now and always has been since the said Bond became due ready to pay to the said Complainant —

All which Matters and things this Defendant is Ready to maintain and prove as this honorable Court shall award and therefore he humbly prays to be hence dismissed with his Costs in this Behalf Most Wrongfully sustained —

Sam^l. Crawford

Peter Walker
Att^y for Compl^t

Sworn before me this
20th Day of Aug^t 1785 —
Philip Stoney
Mayor

11 Looking Glasses broke	7. 22. 40
5 Pair of Shoes Damaged	5. 11. 20
9 Hats	31. 22. 40
Errors Excepted	46. 12. 20

Filed 23^d Sept^r 1785

The Replication of Rowley Lascelles of Fort Saint George Esquire to the Answer of Samuel Crawford of the same Place Merchant.

This Replicant saving and reserving to himself all and all Manner of Advantage of Exception to the manifold Insufficiencies of the said Answer for Replication thereunto saith that he will aver and prove his said Bill to be true certain and sufficient in the Law and that the

---

Defendants is uncertain untrue and insufficient to be replied unto by this Replicant and as to the Goods for which the Defendant gave his Bond to this Replicant they were sound and Merchantable and not bad and unsaleable as in the said Answer is set forth, and this Replicant saving and reserving all benefit and Advantage of Exception further saith that the Bond given by the Defend^t is and was duly executed by the Defendant and the Name so subscribed to said Bond is the proper hand Writing of the Defend^t.

All which Matters and things this Replicant is and will be Ready to aver and prove as this honorable Court shall award and humbly prays as in and by his said bill he hath already Prayed —

J. Spencer
Att^y Complainant

Filed 6th December 1785 —

The Rejoinder of Samuel Crawford of Fort Saint George Merchant Defendant to the Replication of Rowley Lascelles of Madras Esquire Complainant —

The said Defendant now and at all times hereafter saving and reserving unto himself all and all Manner of benefit and Advantage of Exception to the many Uncertainties Errors Uncertainties Insufficiencies and Imperfections in the said Replication Contained for Rejoinder thereunto saith that his Answer to the said Replicant's Bill of Complaint Exhibited in this Hon^ble Court Against this Defendant and good true certain and sufficient in the Law to be Replied unto in such manner and form as the same are therein set forth and Alledged and that the said Replication is very untrue Evasive and Insufficient in the Law.

All which Matters and Things this Defendant is Ready and Willing to Aver maintain and prove as this Court shall Direct and award and therefore he Prays as in and by his said Answer he hath Already Prayed.

Peter Walker
Att.o for Defendant

Interrogatories to be Administred to Witnesses to be produced sworn and Examined in a Cause now depending in the Mayor's Court at Madraspatnam between Rowley Lascelles Complainant and Samuel Crawford Defendant on the part and behalf of the Complainant.

1st To all the Witnesses. Do You know the Parties Complainant and Defendant in the title of these Interrogatories named or either and which of them? How long have You known them or either or which of them respectively? Declare the truth and Your knowledge herein.

2d To Patrick Scott. Did You or did You not know of any Purchase of Plate and other Merchandize made by the Complainant and for which the Defendant from the Obligation to the Complainant passed his Bond or Merchandize [illegible] Complainant [illegible]

Did the Defendant inspect the same and did he or did he not Make any Objections to the Quality of the said Plate and Merchandize at the time he so purchased them? Declare all You know have heard or do believe touching the matters inquired of You by this Interrogatory fully and at large.

3d To all the Witnesses. Do You know of any other Matter or Thing touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the Complainant in this Cause besides what You have been interrogated unto? Declare the same fully and at large as if You had been Particularly interrogated thereunto.

T. Spencer
T. Grierson
Attornies for Compl.ts

Mayor's Court at Madraspatnam.

Between Rowley Lascelles Complainant and Samuel Crawford Defendant.

On the Part of the Complainant.

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

Patrick Scott of Madras Writer Aged 23 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the 23d Day of April 1756 Sworn at the Office of Mr. Peter Walker who is Attorney for the Defendant to whom a lawful Summons had been left [illegible] good true certain and sufficient in the Law to be Replied unto in such manner and form as the same are therein and thereby set forth and Alledged and that the said Replication is very Untrue Evasive and Insufficient in the Law.

All which Matters and Things this Defendant is Ready and Willing to Aver maintain and prove as this Honble Court shall Direct and award and humbly Prays as in and by his said Answer he hath Already Prayed.

Peter Walker
Attor. for Defendant

Interrogatories to be Administered to Witnesses to be produced sworn and Examined in a Cause now depending in the Honble Mayors Court to the Interrogatories between Rowley Lascelles Complainant and Samuel Crawford Defendant on the part and behalf of the Complainant.

1st To all the Witnesses.... Do You know the Parties Complainant and Defendant in the title of these Interrogatories named or either and which of them? How long have You known them or either or which of them respectively? Declare the truth and Your knowledge herein.

2d To Patrick Scott.. Did You or did You not know of any Purchase of Plate and other Merchandize made by the Defendant from the Complainant and for which the Defendant passed his Bond or Obligation to the Complainant of [illegible] said Plate and other Merchandize [illegible]

Did the Defendant inspect the same and did he or did he not Make any Objections to the Quality of the said Plate and Merchandize at the time he so purchased them? Declare all You know have heard or do believe touching the matters inquired of You by this Interrogatory fully and at large.

3d To all the Witnesses.... Do You know of any other Matter or Thing touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the Complainant in this Cause besides what You have been interrogated unto? Declare the same fully and at large as if You had been Particularly interrogated thereunto.

P. Spencer
J. Grierson
Attorneys for Compl.ts

Mayor's Court at Madraspatnam

Between Rowley Lascelles Complainant and Samuel Crawford Defendant

On the Part of the Complainant.

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

Patrick Scott of Madras Writer Aged 23 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the 23d Day of April 1756 Examined at the Office of Mr. Peter Walker who is Attorney for the Defendant by Virtue of the following Warrant who also left a Note of the Time Place and Place of Abode of the said Deponent and

Afterwards

afterwards on the same Day being Sworn and Examined Deposeth as followeth

1 .... To the first Interrogatory this Deponent saith that he doth know the Complainant Mr Lascelles in this Cause and hath known him about three Years. that he also knows Mr Crawford in this Cause and that he hath known him about one Year and a half. And saith no more to this Interrogatory

2 .... To the Second Interrogatory this Deponent saith that Mr Crawford did in his presence Purchase a Quantity of Tables and Looking Glasses from Mr Lascelles that the Goods were properly examined by Mr Crawford and Appeared in Good Condition except that one of the Glasses was broke and two or three of the Tables a little damaged for which Mr Lascelles made him an allowance that this Deponent knows a Bond was given by the said Mr Crawford payable to the [illegible] of this [illegible] in this [illegible] and that about Nine Months after the Bond became payable Mr Crawford began to Make objections to the said Goods. And more he saith not to this the last Interrogatory

J. Spalding
Examined

Val. Scott

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22d day of May Anno Domini 1757

Present

James Call Esquire Mayor

William Webb John Menzies

and Andrew Ross Aldermen

Rowley Lascelles
vers
Samuel Crawford

Ordered at the Motion of the Complainant's Attorney that this Cause be continued to be Heard on Tuesday Next and as there is no Attorney for the Defendant It is Ordered that the Attorney for the Complainant do Serve the Defendant with the Notice of Hearing

A True Extract

James Taylor
Regr

Filed 24th May 1757

Between Rowley Lascelles Complt
and Samuel Crawford Defendant

The Affidavit of Thomas [illegible] one of the Serjeants of this Hustings Court Maketh Oath and Saith that he did personally Attend at the Dwelling House of the abovenamed Defendant on the 24th Instant and did Serve him With the

Copy

Copy of an Extract of this Hon.ble Court Refered to Instanter

Sworn in Court
May 29th 1787
James Taylor
Reg.r

Tho.s Lowe

Mayor's Court at Madraspatnam } Tuesday the 12th Day of June Anno Domini 1787

L.S

Present

James Call Esquire Mayor
Edm.d Carrow and Josias Du Pré Porcher
Aldermen

Between Henry Lindsay of Madras Merchant Complainant and Samuel Crawford of the same place Merchant Defendant

Filed the 20th April 1787

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Henry Lindsay of Fort Saint George Merchant that Edward Pollard of the same place Lieutenant in His Majesty's Thirty Ninth Regiment of Foot Stands justly and truly indebted unto Your Orator in the full and Just Sum of One Hundred and Three Star Pagodas Twenty One fanams and Thirty Seven Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty One Pounds Seven Shillings and Six Pence or thereabouts as will more fully and at Large Appear by the Copy of an Account Current herewith Annexed for the inspection of this Hon.ble Court which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint And Your Orator further Sheweth this Hon.ble Court that he hath frequently and in an Amicable Manner requested payment from the said Edward Pollard of the said Sum of One Hundred and three Pagodas

But now with Leave of this Honble Court that the said Edward Pollard should be and is fully Prepared to pay the same to your Orator in manner of satisfaction. Touching the Premises Your Orator therefore prays such relief as to this Honble Court shall appear Meet to be Equity and Good Conscience. To the End therefore that the said Edward Pollard May upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before set forth and Alledged as fully truly and effectually to all intents and purposes as if the same were herein repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and three Pagodas Twenty One fanams and thirty seven Cash together with all such interest as ... shall be ... due thereon and also all Costs of this Suit.

May it Please this Honble Court to Grant unto the said Edward Pollard ... Summons and Command to the Sheriff of ... the Town of Madraspatnam and the District thereof ... 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 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 Bill was Drawn here between the Days of Adjournment ... the ... Holiday April 7th 1787.

James ...

J. Walker
Attorney for Compl.t

Dr. Lieutenant Edward Pollard in Acct. Curr.t with Henry Lindsay — Cr.

1785 August	3	To Amount of Your Bill for Sundries bought of me as p Bill from the 16th April 1785 to this Date	86	44		1787 Feby.	22	By Balance due	103	21 37
1787 Feby.	22	To Interest on the above Sum from 3d August to this Date being 1 Year 6 Months and 23 Days @ 12 p Cent p Annum	16	22	37					
		Pagodas	103	21	37			Pagodas	103	21 37

Fort St. George 1st March 1787
E. E. p Henry Lindsay

A true Copy J. Walker
Attorney for Compl.t

(334)

Mayor's Court at Madrapatnam } { Tuesday the 21st Day of June Anno Domini 1787

L.S.

Present

James Call Esquire Mayor

George Savage and Andrew Ross Aldermen

Mayor's Court

Between [illegible] of [illegible] Complainant and [illegible] of this [illegible] Inhabitant and the [illegible] of the said Defendant

It Appearing to the Records of this Court that the Usual Rules have Passed for the Defendant to Answer the Complainant's Bill which he Neglected Doing This Court Doth therefore think fit to Order and Decree and Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and three Star Pagodas Twenty One fanams and thirty seven Cash of Pags 103. 21. 37 Together with Legal Interest [illegible] shall become due thereon Untill full Payment be made & also all Costs of this Suit.

By the Court

---

(335)

Filed 20th June 1787

To the Honble the Mayor's Court at Madrapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Tillecala Cachura Mudelliar of Madras Inhabitant That Latchumana Pilla of the same Place Inhabitant Stands Justly and truly Indebted unto Your Orator in the full and Just Sum of Six Hundred and Thirty Nine Pagodas three fanams and [illegible] Cash 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 fifty five Pounds Twelve Shillings and Eight Pence as more particularly and at Large Appear by the Copy of 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 the Original of which is in the possession of Your Orator's Attorney and ready to be produced when Your Orator shall by this Honble Court be hereunto required. Your Orator further Sheweth unto this Honble Court that the said Latchumana Pilla in and by a Certain Mortgage Bond or Obligation bearing date the fifteenth Day of August which was in the Year of Our Lord One thousand Seven Hundred and Eighty Six became Bound himself well and truly to Pay or Cause to be Paid unto Your Orator the Sum of Five Hundred and Eighty five Pagodas and did further agree in and by the said Mortgage Bond or Obligation that in Default of the Payment of the said Sum of Five Hundred and Eighty five Pagodas Your Orator might and should Present him the said Latchumana Pilla in this Honble Court as will more fully and at Large Appear by the Copy of a Translation of a Mortgage 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 the Possession of Your Orator's Attorney and ready to be Produced whenever Your Orator shall be by this Hon'ble Court thereunto required. Your Orator further Sheweth unto this Hon'ble Court that in the Charter Granted by his late Majesty King George the Second to the Hon'ble the United Company of Merchants of England Trading to the East Indies bearing date the Eighth Day of January which was in the Year of Our Lord One thousand Seven hundred and fifty three it is Expressly declared and provided that it shall and may be lawful for this Hon'ble Court to hear and determine all Civil Suits Actions or Pleas between any of the Indian Natives that shall or may arise or happen within the Town of Madraspatnam or within any of the Factories Subject or Subordinate to Fort Saint George provided that both parties shall by consent Submit the same to the determination of this Hon'ble Court. Your Orator further Sheweth unto this Hon'ble Court that in the said Mortgage Bond or Obligation is inserted a Clause by the Consent and Agreement of the said Latchmanna Pillay which in every respect Conforms to the Letter and Spirit of that part of his late Majesty's Charter respecting Indian Natives herein before recited by which Your Orator is entitled and rendered fully Competent and legally qualified to prosecute this Your Orator's Suit in this Hon'ble Court against the said Latchmanna Pillay. Your Orator further Sheweth unto this Hon'ble Court the said Latchmanna Pillay hath not at any time before this paid or caused to be paid unto Your Orator or unto anyone for Your Orator's use either the Whole or any part of the Money due and owing on the said Mortgage Bond or Obligation. Your Orator further Sheweth unto this Hon'ble Court that he hath frequently and in an amicable manner requested Payment from the said Latchmanna Pillay of the said Sum of Six

Hundred and Thirty Nine Pagodas Three fanams and Sixty Cash.

But now so it is May it Please this Hon'ble Court that the said Latchmanna Pillay 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 Latchmanna Pillay May upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alleged as fully truly perfectly and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the Said Sum of Six Hundred and Thirty Nine Pagodas Three fanams and Sixty Cash with all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Hon'ble Court to Cause the said Latchmanna Pillay 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 and abide by such Order and Decree therein as to this Hon'ble Court shall Seem Meet.

P. Spencer
Attorney Compl.t

Fort Saint George
May 2d. 1787

This Bill was then Entered the day of the Summons Returnable the Next Court Day

Jn.o Hill
Reg.r

(338)

Dr. Latchemana Pillai in Account Current with Tolleeala Cashava Moodelliar — Cr.

1786 Aug.	14	To the Amount of Your Mortgage Bond or Obligation of this Date	585	"	"	1787 May	23	By Balance due	639	3	60
1787 May	23	To Interest on D° from 14th Aug. 1786 to this day is 9 Mo. 9 D. at 12 per Cent per Annum	54	3	60						
		Pagodas	639	3	60			Pagodas	639	3	60

Fort Saint George 23rd May 1787

E. E. (Signed) Cashava

A true Copy
P. Spencer
Att.y Complainant

---

(339)

Translation of a Mortgage Bond Dated the 14th Avanee Month Year Called Peraboova Answering to Anno Domini 14th August 1786 —

Latchemana Pillai Son of Seenemasho Seenevaunda Pillai of Madras do give this Mortgage Bond to Tolleeala Cashava Moodelliar of the same place That is to Say

In consequence of my Urgent Occasion I have Borrowed and Received of You the Sum of (585) Five Hundred and Eighty five Star Pagodas Current Money of Madras on the Mortgage of the Bill of Sale of my House Situated at Pedda Naicks Pettah in Thala Street and on the Westward line between the House of Moodoo Kishna and to the Land of Vallanree Mootta I do hereby engage to Repay You the said Sum of Five Hundred and Eighty five Star Pagodas on Demand with Interest at the Rate of 12 Per Cent per Annum in default of which You are Empowered to prosecute me in the Honble the Mayor's Court through the Means of clearing the Amount Recited on the Bond of which I should not file an Plea and an Answer or Demur Thus I do give this Mortgage Bond by my Consent. Witnesses Aparaujee Pillai and Amarambada Venatachellum Moodaly by their Knowledge Drawn by Sittalaum Yella Pillai.

Witness (Signed)
Amarambada Venatachelum
Aparaujee

(Signed)
Latchemanan

The above Translation is as near as can be from the Malabar Language

Ranganaudom
Interpt.

A true Copy
P. Spencer
Att.y

Mayor's Court at Madraspatnam } { Tuesday the 3d of July Anno Domini 1787

Present

James Call Esquire Mayor
Edw.d John Holland Robert Orme and
Andrew Ross Aldermen

L.S.

Mayor's Court

Between Colleetaloo Cuttinany Chitty of Madras Inhabitant Complainant and Thomas Cornell of the same place Inhabitant Defendant

The Defendant being in Contempt Acknowledging the Justness of the Complainant's Demand this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Thirty Nine Pagodas three fanams and Sixty Cash or Pagodas 139: 3: 60 together with Such Interest as now is or shall hereafter become due thereon until full Payment be made and also all Costs of this Suit

Per Cur.

Filed 22 March 1787

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

Humbly complaining Showeth unto this Hon.ble Court Your Orator Colleetaloo Cuttinany Chitty of Madras Merchant that Thomas Cornell of the same place Inhabitant Stands justly and truly Indebted unto Your Orator in the full and Just Sum of One hundred and Eighteen Pagodas and thirty One fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty Seven Pounds and Nine Shillings as will More fully and at Large Appear by a Note of hand and an Account Current thereunto Annexed for the Inspection of this Hon.ble Court and which Your Orator Prays may be Admitted a part of this his Bill of Complaint and Your Orator further Showeth unto this Hon.ble Court that he hath frequently and in an Amicable Manner requested Payment from the said Thomas Cornell of the said Sum of One hundred and Eighteen Pagodas and Thirty One fanams

But now so it is May it Please this Hon.ble Court the said Thomas Cornell 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 Thomas Cornell May upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were here again repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred

342

and Eighteen Pagodas and Thirty One 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 Thomas Cornell to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed and Appointed then and there to 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
Compl.ts Attorney

Tue 24th March 1787
This Bill was shewn to me in the Day of Adjournment to be Summons'd and returnable the First Court Day—
Jas. Call
Mayor

Borrowed and Received of Narrainswamy Chitty the Sum of Eighty Seven Pagodas and Twenty Nine fanams Pags. 87.29 Which I Promise to pay to him or his Order with Interest of 12 per Cent per Annum Payable on Demand Witness my Hand in Madras this 6 Day of April 1785.

Thos. Cornell

A true Copy
Chas. Baker

343

Dr — Mr Thomas Cornell in Account Current with Narrainswamy Chitty — Cr

1785 April	6	To Your Note of Hand of this Date for	87	29	-	1785 May	10	By 20 Pags of Paddy Rice Measuring 160 Pr Measures at 122 Measures per Pag	7	13	40
1787 March	21	To Interest on the above Sum to this Day for 3 yrs 11 ms 20 ds at 12 per Cent per Annum	41	30	50	1787 March	21	By Interest on the above Sum to this day for 3 yrs 10 ms 11 ds at 12 per Cent per Annum	3	15	10
									10	28	50
								By Ballance due this day	118	31	-
		Pagodas	129	23	50			Pagodas	129	23	50

Madras 21st March 1787
Errors Excepted
per Narrainswamy Chitty

A true Copy
Chas. Baker

and Eighteen Pagodas and Thirty One 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 Cornell to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court Shall seem Meet.

Chas. Baker
Compl. Attorney

The 24th March 1787
This Bill was shewn to me in the day of Adjournment the Summons issue and Returnable the Next Court Day.
Jas. Call
Mayor

Borrowed and Received of Veerasawmy Chitty the Sum of Eighty Seven Pagodas and Twenty Nine fanams Pags. 87.29 Which I Promise to pay to him or his Order with Interest of 12 p Cent p Annum Payable on Demand Witness my Hand in Madras this 1st Day of April 1783.

Thos. Cornell

Wit. Copy
Chas. Baker

Dr. Mr. Thomas Cornell in Account Current with Veerasawmy Chitty Cr.

			Pags	Fs	Cs	Year	Month	Day		Pags	Fs	Cs
1st	To	Your Note of Hand of this Date for	87	29	-	1783	May	10th	By 20 Pags 1 Pakkery Rice Measuring 160 Pa. Measures at 122 Measures p Pag.	7	13	40
21st	To	Interest on the above Sum to this Day for 3 yrs 11 ms 20 ds at 12 p Cent p Annum	41	30	50	1787	March	21st	By Interest on the above Sum to this day for 3 yrs 10 ms 11 ds at 12 p Cent p Annum	3	15	10
										10	28	50
									By Ballance due this day	118	31	-
		Pagodas	129	23	50				Pagodas	129	23	50

Madras 21st March 1787
Errors Excepted
For Veerasawmy Chitty
Attorney
Chas. Baker

(344)

Filed 5th June 1787.

In the Hon'ble the Mayor's Court at Madrapatnam.

Between Verawamy Chitty of Madras Merchant Complainant and Thomas Cornell of the same place Inhabitant Defendant.

The Affidavit of Thomas Jones One of the Serjeants of this Hon'ble Court Maketh Oath and Saith that he did Personally Serve the above Named Defendant with three Rules issuing out of this Hon'ble Court and that the last of which said Rules was a Peremptory One to the following Purport — Further Day is given the Defendant till the 29th May to Answer the Complainant's Bill in default of which Judgment will be given for the Complainant.

Thos. Jones

Sworn in Court
this 5th June 1787
James Taylor
Regr.

---

(345)

Mayor's Court at Madrapatnam } { Tuesday the 3d Day of July Anno Domini 1787

L.S.

Present —

James Call Esquire Mayor
Edwd. John Holland, Robert Ewing and
Andrew Ross Aldermen —

Between Verawamy Chitty of Madras Merchant Complainant and Thomas Cornell 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 Hundred and Eighteen Pagodas and Thirty One fanams (Pags. 118.31) together with all such Interest as now is or shall hereafter become due thereon Untill full Payment is made Also all Costs of this Suit.

P Cur.

Filed the 2 May 1785 —

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator John Rice of Calcutta in the Kingdom of Bengal Merchant by his Attorney Robert Henderson of Madras Merchant that Thomas Stephenson of Madras Inhabitant stands Well and truly Indebted unto Your Orator in the full and just Sum of One hundred and forty Eight Pounds Eight Shillings and Ninepence Sterling Money of Great Britain making in Current Money of Madras at the Rate of Eight Shillings per pagoda the Sum of Three hundred and Twenty One Pagodas two fanams and Fifty eight Cash as will more fully and at large Appear by Copies of an Account Current and Affidavit of the said John Rice taken before Mr. Justice Hyde One of the Judges of the Supreme Court of Judicature at Calcutta on the Tenth day of April last past and which was in this present Year of Our Lord One Thousand seven hundred and eighty five together with a Copy of a power of Attorney duly Executed and Granted by the said John Rice to Your Orator Empowering and Authorizing him to Act for and Represent the said John Rice in the premises hereunto Annexed for the Inspection of this Hon'ble Court and Which are prayed by Your Orator to be taken as part of this his Bill of Complaint the Originals being in the possession of Your Orator's said Attorney in order to be produced when required and

Hon'ble Court that he hath frequently and in an Amicable Manner requested payment of the said Sum of Three hundred and twenty One Pagodas, two fanams and fifty Eight Cash Current Money of Madras —

But now so it is May it please this Hon'ble Court that the the said Thomas Stephenson 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 General Relief such as to this Hon'ble Court shall Appear Agreeable to Equity and Good Conscience To the End Therefore that the said Thomas Stephenson 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 here Again repeated and particularly Interrogated And that he may be Decreed to pay unto Your Orator by his said Attorney the said Sum of Three hundred and twenty One Pagodas two fanams and fifty Eight Cash with all Interest that now is or shall hereafter become due thereupon Also all Costs of this Suit —

May it then please this Hon'ble Court to Cause the said Thomas Stephenson 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 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

(348)

Dum Remittatur to this Hon.ble Court shall seem meet

This Bill was shewn to me before the day of Adjournment to be summons returnable the next Court day in Court
Philip Stower
Pro.

April the 4. 1785
Edward Ellis
Att.y for the Complainant

John Price of Calcutta at Fort William in Bengal Merchant Maketh Oath and Saith that the Annexed paper Writing Contains a true and faithfull Account of Goods which have been heretofore Sold and Delivered by this Deponent to Mr Thomas Macpherson of Madras upon the Terms mentioned at the head of the said Account, the price or Prime Cost of which Goods (allowing the Discount of Thirty per Cent in the said Account mentioned) Amounts to One Thousand and Sixty four pounds four Shillings and Eight pence Sterling Out of which this Deponent hath received in Bills in Part payment Nine hundred and Fifteen pounds fifteen Shillings and Eleven pence Sterling so that the Balance of One hundred and forty eight pounds Eight Shillings and Nine pence Sterling is actually due and owing as the Balance of the said Account demanded and hath been due and owing from the said Thomas Macpherson to this Deponent.

Sworn the 4th day of April 1785 before me
J. Hyde

(Signed) John Price

A true Copy
Edward Ellis
Attorney for the Complainant

---

(349)

Invoice of Sundries Sold to Thomas Macpherson at Prime Cost and to take the Hon.ble Comp.y's Bills at Thirty per Cent discount, being Ten per Cent less than they were then discounted at, at Madras and Elsewhere, being the 4th August 1784

			£	s	d
33 Yards of Blue Cassimere	9/6	£ 15.14.6			
11⅙ Do of Do Do		5.6.1½			
32 Do of Scarlet Do	11/	17.12.-			
34 Do of Do Do		18.14.-			
34¼ Do of Do Do		18.16.9			
33¾ Do of Do Do		18.11.3			
25¼ Do of White Do	9/	11.7.3			
34 Do of Black Do		15.6.-			
14¾ Do of Striped Do	9/6	7.-.1½			
10¼ Do of Superfine Ladies Cloth	13/6				
1½ Do of Do Do Do					
2¼ Do of Do Do Do					
4½ Do of Do Do Do					
18½ Yds Do Do Do		14.10.7½			
18¾ Yards Corded Cloth	8/	7.10.-			
15 Do Drizzy Do	11/	8.5.-			
14½ Do Clouded Do		10.11.4			
33½ Do Striped Do		18.8.6			
9 Do Clouded Gold Mixture	7/6	3.7.5½	171	3	6
13½ Yds Pink Cassimere	8/8				
5½ Do Do Do					
17 Do Do Do					
13¾ Do Do Do Saxon Blue					
49¾ Do Do Do			21	12	7
Am.t Carried forward		£	212	15	6½

Amount Brought forward £			383.	1.	7¾
1 Man's Gold Watch Chain fillet Link		2.10.-			
1 Do. Do. Do. Do.		2.10.-			
1 Do. Do. Do. Small Links		9.-.-			
1 Do. Do. Do. Do. Do.		9.-.-			
1 Do. Do. Do. Spangle Do.		9.10.-			
11 Gold Curtain Hooks	8/6	4.13.6			
4 Pr. Gold Enamelled Sleeve Buttons	44/6	8.18.-			
5 Pr. Do. Engraved Do.	36/	9.-.-			
4 Pr. Do. Plain Do.	34/	6.16.-	73.	17.	6
No. 4. 1 Shaving Box with Razors &c.		1.12.-			
5. 1 Do. Do. Do.		1.12.-			
6. 1 Do. Do. with Writing Materials		2.17.6			
7. 2 fine Knife Cases inlaid with Zebra Wood Mountings & [illegible]		13.13.-			
8. 1 Square Mahogany Tea Caddy		-.7.6			
9. 1 Oval Tea Caddy inlaid with Flowers		-.18.-			
10. 1 Do. Do. Do. Do. with Birds		1.-.-			
11. 1 Square Do. Very Curious		1.2.-			
12. 1 Large Back Gammon Table		1.9.-			
14. 1 Very Neat Camp folding Desk		2.17.6			
15. 1 Do. Ladys Do. for Writing & Dressing		3.12.-			
16. 1 Do. Gentlemans with Do. & Do.		6.16.-			
12. 1 Large Back Gammon Table		1.6.-			
14. 1 Smaller Do. Do. Do.		-.17.6			
16. 1 Ladys folding Camp Desk		3.12.-			
17. 1 Gentlemans Do. Do. Do.		6.16.-			
21. 1 Pr. Very Good Silver Mounted Canns		-.9.-			
22. 2 Pr. Do. Do. Do. Do. Do.	9/	-.18.-	51.	15.	-
2 Dozen & 10 Handkerchiefs Fine	18/	2.11.-			
2 Do. & 4 Do. Do.	24/	2.16.-			
10 Do. best Enamelled Do.	10/6	5.5.-			
5 Do. Common Do. Do.	3/6	-.17.6			
7 Do. Spotted Pattern Do.	24/	8.8.-			
1 Do. Nos Rings	3/6	3.17.-			
Carried forward	£	23.14.6	508.	16.	

Amount Brought forward £			508.	16.	3¾
Amount of Linen &c. Brot. forward		23.14.6			
3 Dozen fine Gilt Buttons	15/	2.5.-			
3 Do. Do. Do.	9/	1.7.-	27.	6.	6
54 Cocked Hatts	16/	43.4.-			
42 Round Do.	-	33.12.-			
43 Do. Do. Commander	-	34.8.-			
11 Do. Do. Brown Beaver	12/	6.12.-			
8 Dozen Elastic & Bands & Buckles	12/	4.16.-			
3 Ladys Hatts Lined	31/	4.13.-			
6 Composition Hats	18/	5.8.-			
27 Cockades	1/6	2.-.6	134.	13.	6
No. 1. 1 Case of Jelly Jams &c.		4.17.6			
1 Case for Do.		-.3.6			
1 Box Large of Cordial		4.-.-			
1 Box for Do. Do.		-.4.-	9.	7.	-
2 Bottles of Mushroom	2/	-.4.-			
7 Dozen Bottles Mustard	10/6	3.14.4½			
5 Do. 4 lb. Fish Sauce	24/	6.8.-			
18 Do. 3 Do. Sweet Oil	21/	19.3.3			
1 Square Do. Cayenne	6/	2.2.-			
14 Do. Do. Wallnuts	5/	3.10.-	35.	1.	7½
1 Keg Cherry Brandy 14 Gallons	10/	7.-.-			
1 Keg for Do.		-.6.-	7.	6.	-
272 lb. Cheese	1/		13.	12.	-
3½ Dozen Old Claret	48/	8.8.-			
5½ Do. Moselle	40/	11.-.-			
4 Do. of York Ham	24/	4.19.9			
3 Do. of fine Whole Grain	12/	3.8.-			
15 pair Elastic Braces	33/	24.15.-			
9 Pr. Buff Belt Garters	18	-.13.6			
32 Bandeau Balls	9	1.4.-	54.	8.	3
Carried forward £			790.	11.	7¾

			£	s	d
Amount Brought Over £			740	11	7¾
26 Pair Shoes	6/	7.16.–			
2 pair Boots	21/	2.2.–	9	18	–
308 Gazettes 262 Morning Post 151 Sunday Evening	721 @ 1¾	5.5.1¾	5	5	1¾
1 Violin		4.4.–			
1 Same Bow		–.10.6			
1 Red Leather Case		–.6.–			
6 Bundles first Strings of 4 lengths		2.2.–			
6 Do — Do — Do of 3 Do		1.13.–			
4 Do Second — Do	6/6	1.6.–			
2 Do Third — Do	12/	1.4.–			
4 Dozen lengths of Silver Strings	3/	–.12.–			
8 Bridges	6d	–.4.–	12	1	6
			[illegible]	16	7¾
1 China Chest to Page			1	12	–
			[illegible]	[illegible]	[illegible]
30 ℘ Ct Added to bring Bills to Pags			245	16	5¾
Pags @ 3/ ℘ Pags 2663.2.0		£	1145	4	3½
Bills &c Paid 2211.44.22			911	13	11
Pags 371.2.58	Balance due	£	[illegible]	[illegible]	4

A true Copy

Edward Ellis

Atty for the Complt

Know all Men by these Presents that I John Price Now of the Contractor Indiaman have made, Ordained, Nominated Authorized, Constituted and Appointed, And by these Presents do Make Constitute Ordain, Nominate, Authorize and Appoint Robert Henderson of Madras to be my true Certain and Lawfull Attorney for me and in my Name, and to and for my proper Use and behalf to Demand, Sue, sue for, Recover and Receive by all Lawfull Ways and Means Whatsoever of and from all and every Person and persons Whomsoever, whom it Doth shall or may Concern all and every Such Sum and Sums of Money, Debts, Dues, Goods, Effects and Things Whatsoever which now are and shall be and grow due, owing payable or belonging to me the said John Price upon or by Virtue of any Bill, Bond, Book, or upon Account of Trading or dealing or upon any Account whatever or in any Manner however, and if need be to call to Account and bring to a Reckoning all or any person or persons Concerned in the Premises and upon Receipt and Recovery of all or any such Sum or Sums of Money, Debts, Dues, Goods Effects or other things or any part thereof Sufficient Acquittances and Discharges for me and in my Name from time to time to make and Deliver; Giving and by these Presents Granting unto my said Attorney full power and Authority in and touching the premises to sue, Recover Arrest Attach, Seize Sequester implead, imprison Condemn and proceed, and them 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 Demandant or Defendant in any Suit Action or Appeal for or by reason of the premises, likewise One or more Attorneys under him to Substitute, Generally to do act and perform all other Matters and Things in and towards the premises requisite and necessary as fully and Effectually as I myself might or Could do were I personally present and I do hereby Ratify and Confirm all and Singular Whatsoever my said Attorney or his Substitute shall legally do or cause to be done in and touching the premises In Witness whereof I have hereunto set my Hand and Seal at Madras aforesaid this [illegible] Second day of August One Thousand Seven hundred and Eighty four

Signed Sealed and Delivered
Where no Stamped Paper is to be had
in the presence of ....

(Signed) John Price

J. Melvin
G. Heron

A true Copy
Edward [illegible]
Attorney for the Compl.t

Filed 29th June 1785.

The Plea and Answer of [illegible] [illegible] of Madras Inhabitant Defendant to the Bill of Complaint of John Price of Calcutta in the Kingdom of Bengal Merch.t and by his Attorney Robert Henderson of Madras Merchant Complainant.

This Defendant by Protestation not Confessing or Acknowledging all or any of the Matters or Things in the Complainants Bill of Complaint to be true in such Manner and form as the same are therein set forth doth plead thereunto and for Plea saith that he this Defendant [illegible]

Separate Receipts Marked **A B C D** and **E** for different Sums of Money Received by the said Complainant and the said Robert Henderson as Attorney to the said John Price which said Receipts are Signed by them Respectively as will Clearly Appear by copies of the said Receipts hereunto Annexed for the Inspection of this Honble Court by the Tenor of the last of which said Receipts Marked **E** and Signed by the said Robert Henderson as Attorney to the said John Price as aforesaid the said Complainant is Released from any further Claim Whatsoever on this Defendant on Account of the Premises in Question the said Receipt being of a Date subsequent to the rest of the said Receipts and being given and Granted by the said Robert Henderson in full for the said Complainant John Price This Defendant therefore doth plead the beforementioned Receipts so given and Granted by the said Complainant and by the said Robert Henderson as Attorney to the said Complainant as aforesaid in Bar to the Complainants Right of Action against this Defendant and doth pray the Judgment of this Honble Court whether he shall put in any further or other Answer to the Complainants said Bill of Complaint and that the Complainants Bill be dismissed with Costs to be paid by the Complainant and this Defendant in no wise waiving the said Plea but 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 is Material for him to make Answer unto he Answereth and saith that at the time he Agreed to become purchaser of the said Goods and Articles belonging to the Complainant it was According to the Invoice thereof given to this Defendant by the Complainant at the time the and for the Proper Exercise of the same a Copy of which together also of an Affidavit all therefore made and sworn to by this Defendant before Philip Towry Esquire Mayor Marked **F** are hereunto Annexed for the Inspection of this Honble Court and which this Defendant Prays may be taken as part of this his Plea and Answer the Original being in this Defendant's Possession and ready to be produced whenever he shall be thereunto Required by this Honble Court the Amount Total of which said Original Invoice is Seven hundred and Sixty seven Pounds Sterling Eleven Shillings and Nine Pence three farthings which this Defendant humbly Conceives to be the whole that he Could ever have been indebted or entitled to pay to the Complainant and that the Complainant can have no Right to Make a fresh Invoice of the said Goods and Articles a Long time and especially at so Long a Period as nearly twelve Months after the Purchase thereof and Charge this Defendant the Sum of Eight Hundred and Nineteen Pounds Sterling Eight Shillings and Two and three Quarter Pence or any other Advanced Price for the Same as he hath Attempted to do by the Copy of the Invoice Annexed to his Bill of Complaint whereby he pretends to make it appear that this Defendant is still indebted to the Complainant in the Sum of One hundred and forty eight Pounds Eight Shillings and Nine Pence giving this Defendant Credit with the Addition of thirty per Cent as the Premium Stipulated for only Two thousand two hundred and Ninety One Pagodas Sixteen fanams and Twenty two Cash Making in Sterling Money of Great Britain the Sum of Nine hundred and Sixteen Pounds and fifteen Shillings Whereas it will Appear to this Honble Court by the Amount Marked G hereunto Annexed of the different Remittances [illegible]

Robert Anderson as Attorney as aforesaid to this Defendant that he hath paid at different times for and on Account of the said Goods and Articles the full Sum of Pagodas Two thousand four hundred and Sixty One two fanams and Twenty two Cash This Defendant therefore Clearly to shew to this Honble Court how Varying and erroneous the said Complainant has been in the Additional Charge he pretends to have on this Defendant over and above the Amount of the Original Invoice hereinbefore mentioned and which Variation alone this Defendant humbly Conceives is Sufficient to invalidate and render the same null and void begs leave to Annex hereto a Copy of a Letter Marked **H** Received by this Defendant from the said Complainant bearing date the Seventeenth day of November One thousand seven hundred and Eighty four wherein and whereby the said Complainant's Book Keeper remarks that after Correcting "a very easy Error" that the Articles had exceeded the said Original Invoice that this Defendant was indebted unto the said Complainant in the Sum of Pagodas Two hundred and Sixty One Seventeen fanams the Original whereof is in this Defendant's Possession and ready to be produced to this Honble Court whenever he shall be thereunto Required this Defendant likewise begs leave to represent to this Honble Court the extreme Hardship it would be upon him after having bought the said Goods and Articles at a Certain Price and retailed and disposed of the same According and proportionably thereto If the Complt is permitted at any Subsequent Period to make and demand of this Defendant an Advanced Charge for the same this Defendant further saith that so far from the said Complainant having omitted to charge for several Articles contained in the said Original Invoice to this Defendant he hath paid for several Articles that were mentioned therein and which he never Received as well as for others much [illegible] thereby and therefore unconscionable [illegible] Which this Defendant knowing he would be obliged and Compelled to abide by the before mentioned Original Receipt had he made any Application to this Hon^ble Court for opening the Accounts concluded between this Defendant and the said Complainant and and that he was without Relief he hath all along submitted thereto.

All which Matters and things this Defendant is Ready and Willing to prove to this Hon^ble Court in such Manner and form as this Court shall require and therefore prays to be hence dismissed with his Reasonable Costs and Charges in that behalf Most Wrongfully Sustained.

Sworn at Fort St. George
before me this 2^d Day of
June 1785.
Philip Stanley
Mayor

Cha^s Baker
Defend^ts Attorney

Thomas Upperton

A Madras 1st July 1784.

Received of M^r Tho^s Upperton Eight Hundred and two Pagodas by Bill on Bengall.

John Price

Above Copy Cha^s Baker

B. Fort St. George 2^d August 1784.

Received of M^r Thomas Upperton 812 Pagodas 15.60 in part of [illegible] Amount.

p^r John Price

Above Copy Cha^s Baker

Madras 13 Aug^t 1784.

I Promise to pay to M^r John Price or Order the Sum of Six Hundred and Twelve Pagodas Sixteen Fanams in Bengall Bills at the full Value. Witness my Hand.

Thomas Upperton

C

Received the Above Contents in full.

(Endorsed) R. Henderson

Please pay the within Contents to M^r R. Henderson or Order.

John Price

Above Copy Cha^s Baker

D. Madras 18th August 1784.

Received from M^r Tho^s Upperton a Bengall Bill to the Amount of Two hundred and [illegible] Pagodas Twenty five Fanams and Sixty Six Cash being in part of his Note of Hand to M^r John Price Dated 13th August.

R. Henderson

Above Copy Cha^s Baker

E

Received from Mr Thos Humpherston [illegible] hundred [illegible] for the Pagoda [illegible] in full for Mr John Price.

Madras
30th Augt 1784

R. Henderson
Atty for J. Price

A true Copy
Chas Baker

Mr Thos Humpherston

H

Sir

In settling [illegible] I made a [illegible] mistake [illegible] on the wrong side of the [illegible] Mr Henderson's application to You [illegible] there was a small mistake in your favour in the Ladys Cloth of 12.3.3¾ which I have [illegible] Mr Henderson [illegible] the Gold Watch Chain [illegible] 11.4.9 [illegible] Character [illegible] Mackellar [illegible]

2 Sept 1784

I am Sir
Your Most Obedt
Servant
John Price

A true Copy
Chas Baker

Sir

I thought to have sent You these letters from [illegible] but [illegible]

17 Nov 1784

I am
Sir
Yours &c
John Price

A true Copy
Chas Baker

F

		£	s	d
1 Piece Blue Cassimere 34 Yds	@9/3	15	14	6
Do Do Do 11½ Do		5	6	4½
1 Do Scarlet Do 32	11/	17	12	-
1 Do Do Do 34½		18	16	9
1 Do Do Do 34¼		18	16	9
1 Do Do 33		18	3	-
1 White 25¼	9/	11	7	3
1 Black 34		15	6	-
1 Striped 14¾	9/6	7	-	1½
1 Ladys Cloth 14⅝	15/6	11	6	8
1 4⅞		3	15	1½
1 Apple Green 2¼		1	14	10½
1 Clouded Cloth 18¾	8/	7	10	-
1 Zigzag 15	11/	8	5	-
1 Clouded 19¼		10	11	9
1 Striped 33½		18	8	6
1 Clouded Cotton [illegible] 9¾	7/6	3	13	1½
1 Mens Cocked Hatts	16/	43	4	-
54 Do Round Black Hatts	-	33	12	-
42 Do Do White and [illegible]		34	8	-
48 Do Do Brown Beaver	12/	6	12	-
11 Dozen Elastic Bands & Bands & Buckles 12/		5	8	-
4	34/	4	13	-
3 Ladys Hatts	18/	5	8	-
6 Companion Hatts	1/6	2	-	6
27 Cockades	21/	14	14	-
1 Case Florence Oil 14 Dozen				
Do 13½	21/	5	13	6
1 Do	4/	2	8	-
3 Bottles Capers	5/	3	10	-
14 Do Walnuts	10/1	4	4	-
2 Dozen Durham Mustard				
3 Do [illegible] Cheese 2/2		6	-	-
1 Saving Case	No 6	2	17	6
1 Do	No 4	1	12	-
1 Do	5	1	18	-
1 Do Do	6	2	17	6
		374	14	10

Amt. Brought forward		374	14	10
2 Fine Zebra wood Tea Case Mounted with Silver &c.		13	13	-
1 Japan'd Tin Carriage Tea Table		1	3	-
1 Large Back Gammon Table		1	4	-
1 D° D° D° D°		1	1	-
1 D° D° D° D°		-	17	6
1 Mahogany folding Case Desk compleat for Writing		2	17	6
1 D° D° D° for Ladies Writing &c.		3	10	-
1 D° D° D° fitted with Writing & Shaving Materials		6	16	-
2 Dozn fine French Thread	1/6	1	16	-
2 lb fine white Thread	11/6	1	3	-
1 lb finer	16/6	-	16	6
1 lb finer	22/	1	2	-
2 lb fine Cord Wool	3/6	-	7	-
6 Dozen Ladies Cap Wires	22	-	11	-
6	2/	-	12	-
Superfine best white Chapple Needles	3/	1	12	-
4 Sets large best Netting Pins	3/6	-	14	-
1 Dozen Best London fine Gilt Paper	6/6	-	6	6
5	8/	2	-	-
5	11/6	2	17	6
1		-	11	6
2 Dozen fine Cambrick Tape	7/	-	14	-
2	8/	-	16	-
2	9/	-	18	-
2	10/6	1	1	-
2	11/6	1	3	-
1 Broad Stitching	12/	-	12	-
1	22/	1	2	-
2 Diaper	20/	2	-	-
N°2. ½ Piece Ribbon Worsted	7/6	-	3	6
N°3 ½ D° Ribband	13/6	-	6	9
N°4 4	22	1	2	-
N°6 1	24/	-	12	-
N°7 2	36/	1	16	-
15½ Yds Silk Gauze	[illegible]	4	11	3
25 Yds fine white Lawn Gauze	21	2	3	9
25 Broad Silk Gauze	2/6	3	2	6
25 Rich Striped D° Broad and Flowered	3/3	4	1	3
27 Yds D° D° D° D°	2/6	3	11	6
10½ Yds D° [illegible] D° Broad D°	2/	3	17	6

Amt. Brought forward		463	14	10
43 Yds Bordering Gauze Lace Ground	2/8	5	14	8
42 Yds fine Valenciennes Edging	1/10	3	17	"
27 finer D°	3/7	4	18	"
36 Mess Mechlin D°	2/4	4	4	"
1 Violin D° & Bow 10 £ Case & Strings £1. 10		12	1	6
23 Shoes at 1/6 & half Doz Shoes at 13/6 - 2. 0 £		7	2	6
2 Pair Boots	21/	2	2	"
2 Doz Handkerchiefs fine at 18/ & ½ Doz D° 24/		3	14	-
10 D° Best Enam.d D° 10/6 & 3 Doz Enam.d 3/6		6	2	6
7 D° Scolloped 24/ & 2 Doz Rings at 3/6		12	12	-
1 Case Apple Cream Jams Strawberry Jelly		3	6	"
N°3. 1 pr Silver Shoe Buckles £6. 16. 6 N°1 1 pr D° 5. 5. 0		12	1	6
N°12 1 D° D° D° 5. 5. 0 N°13 1 pr D° 4. 14. 6		9	19	6
N°15 1 D° D° D° 3. 5. 0 N°16 1 pr D° 2. 13. 6		5	18	6
N°24 1 D° D° D° 2. 12. 6 N° 1 pr D° 2. 4. "		4	16	6
1. 11. 6 N°25 1 pr D° 1. 11. 6		3	3	-
N°26 1		2	"	"
N°34 1 2		2	-	"
1 pr Gold Enam.d Shoe Buttons				
2 Gold Watch Chains fetter links 8. 10		17	"	"
2 D° D° D° Small links 9		18	"	"
1 D° D° D° Spangles		9	-	-
11 Gold Cushion Hooks	8/6	4	13	6
4 Pair Elegant Shoe Buttons Gold Enam.d	44/6	8	18	-
5 pr D° Engraved D° D°	36/	9	-	-
4 pr Very handsome plain Gold Shoe Buttons	34/	6	16	-
N°3 10 Yds Gold and Silver Lace	2/9	1	7	6
4 10 Yds D° and D° D°	3/-	1	10	-
N°5 10 Yds D° Spangled D°	5/6	2	15	-
6 10 Yds D° D°	2/6	1	5	-
34 18 Yds Gimp and Silver D°	4/6	4	1	-
8 18 Yds Rich Spangled Gold	2/6	2	5	-
9 12 Yds Silver Cockling Braid	1/	-	12	-
12 1½ Yds Silver Button Fringe	28/	2	2	-
24 6 Rich Silver Button Bands	6/	1	16	-
25 6 Button Loops Loops & Buttons	3/6	1	1	-
30 1 Black Velvet Collar Embroider'd with Gold		2	10	-
30 1 D° D° D° Silver Gilt Embroider'd with Silver		4	2	"
£		680	14	0

Amount Brought forward

				£	s	d
Amount Brought forward				632.	15.	-
6 Silver Fringes with Buttons			1/4	5.	-.	-
1 Gold Do				1.	5.	-
No. 8. 16½ Yds Saxon Blue Cassimire			8/4	7.	4.	1½
3. 17 Yds Pearl Colour Do				7.	8.	1
2. 15½ Yds Lead Co Do				5.	10.	1½
4. 5⅜ Yds Drab Co Do				2.	10.	10½
Syrup of Capillaire	1 Case	113/5		4.	-	-
Doeskin Gloves	3½ Doz		42/	7.	7.	-
Best Wood Stock Gloves	5½		40/	11.	-	-
York Tan Do	4 Doz		21/	4.	4.	-
White Grain Do	5 Doz		13/	3.	5.	-
Elastic Breeches	15 pair		33/	24.	15.	-
Best Garters	9		18	-	13.	6
			£	764.	11.	1½

A true Copy

Chas Baker

Thomas Mapleson of Madras Inhabitant Maketh Oath that the List of Articles within mentioned and contained as also the Receipts for Sums and Articles from the same in the Duplicate Exhibit to this Deponent by John Pine and for the Sums therein and Goods by this Deponent purchased the Goods comprized and contained herein of the said John Pine

Sworn at Madras this
30th Day of April 1785
before me Philip Stower Mayor

Thomas Mapleson

A true Copy

Chas Baker

G.

The Amount Total of the several Sums of Money at different Periods Paid to Mr John Pine and Mr Robert Henderson as Attorney to the said Mr John Pine

By 2 Receipt Dated	7th	July	1784		802. 12. 42
By Do Do	2d	Augt	Do		812. 13. 60
By Do Do in part of the Note of hand	3d	Do	Do		201. 25. 66
By Do Do Dated	3d	Augt	1784		612. 16. -
By Do Do	30th	Do	Do		234. - -
					2662. 28. 8

Deduct the Amount of what was Received in Part of the Note of hand a Receipt being afterwards given for the full Amount at the foot of the Note of hand ... 201. 25. 66

Pagodas 2461. 2. 22

Chas Baker

Filed 20th Sept 1785

The Replication of John Pine by his Attorney Robert Henderson of Madras Inhabitant Complainant to the Plea and Answer of Thomas Mapleson of the same Place Inhabitant Defendant

This Replicant by his said Attorney now and at all times hereafter saving and reserving to himself all and all Manner of Benefit and Advantage of Exception to the many

Amount Brought forward … 637. 14. –

6 Silver Sings with Bullions		17/	5	2	–
1 Gold D^o			1	5	–
N^o 8. 16½ Y^ds Saxon Blue Cassimere		8/9	7	4	4½
5. 17½ Y^ds Pearl Colour D^o			7	13	1
2. 13½ Y^ds Dark C^o D^o			5	18	1½
4. 5⅜ Y^ds Drab C^o D^o			2	7	0¾
Sirop of Capilaire	1 Case	115/75	4	–	–
Doeskin Gloves	3½ Doz	45/	32	12	–
Best Worsted Silk Gloves	5½	40/	11	–	–
York Tan D^o	4 Doz	21/	4	17	1
White Grains D^o	5 Doz	12/	3	–	–
Elastic Braces	15 Pair	33/	24	15	–
Best Garters	1	15/	–	15	6
		£	764	11	1½

True Copy
Cha^s Baker

Thomas Umpherston of Madras Inhabitant Maketh Oath that the List of Articles within Mentioned and Contained are at the Prices affixed to the said Articles specified in the Duplicate Exhibited to this Deponent by John Prie and for the Sums thereof and by which to this Deponent Purchased the Goods comprized and contained herein of the said John Prie

Sworn at Madras this
30^th Day of April 1785
before me Philip Stoner Mayor

Thomas Umpherston

True Copy
Cha^s Baker

G.

The Amount Total of the several Sums of Money at different Times Paid to Mr John Prie and Mr Robert Henderson as Attorney to the said Mr John Prie

p^r Receipt Dated 1^st July 1784	802. 12. 42
p^r D^o D^o 2^d Aug^t D^o	812. 15. 60
D^o D^o in part of the Note of hand D^o D^o	201. 25. 66
p^r D^o Dated 3^d Aug^t 1784	612. 16. –
p^r D^o 30^th D^o D^o	234. –. –
	2662. 28. 8

Deduct the Amount of what was Received in Part of the Note of hand a Receipt being afterwards Given for the full Amount at the foot of the Note of hand … 201. 25. 66

Pagodas 2461. 2. 22

Cha^s Baker

Filed 20^th Sept^r 1785

The Replication of John Prie by his Attorney Robert Henderson of Madras Inhabitant Complainant to the Plea and Answer of Thomas Umpherston of the same Place Inhabitant Defendant

This Replicant by his said Attorney now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the many

(368)

Exceptions and all the Errors Uncertainties insufficiencies and Imperfections in the Defendants said Plea and Answer Contained for Replication thereunto by his said Attorney saith that he will aver maintain and prove his said Bill of Complaint and all and singular the matters and things therein Contained to be good Certain true and sufficient in the Law to be Answered unto in such sort manner and form as the same are therein and thereby set forth Charged and Alledged and that the Plea and Answer of the said Defendant is very Evasive Erroneous untrue and insufficient and for further Replication to the Defendants said Plea and Answer this Complainant by his said Attorney saith that he Admits the Defendant may be in Possession of four Several Receipts from this Complainant and his Attorney but denies that the last Receipt Copy of which marked F. Annexed to the Defendants Plea and Answer ought to be deemed Valid as a Bar to the Complainants Demand or ought to be Admitted or Received in the full Extent manner and for the Purposes intended by the Defendant This Complainant by his said Attorney further begs leave to state by way of further Replication to the Defendants said Plea and Answer that upon his leaving Madras for China in the Month of August which was in the Year of Our Lord One thousand Seven hundred and Eighty four He left in the Hands of his Attorney Robert Henderson Bills on Bengal which he had received from the Defendant to the Amount of One thousand Six hundred and Twenty Nine Star Pagodas together with the Defendants Note of Hand under date the third Day of March One thousand Seven hundred and Eighty four for Pagodas Six hundred and Eleven

(369)

Paid this Complainants Attorney a Bengal Bill for Two hundred and One Pagodas Twenty five Fanams and Sixty Six Cash in part of the said Note of Hand and obtained the Receipt Copy of which Marked **D.** is Annexed to the Defendants said Plea and Answer this Replicant by his said Attorney further saith that on or about the Twenty fifth Day of the same Month he sold all the Bengal Bills then in his Possession To Mr Francis Lautour at Twenty five per Cent Discount and gave Notice to the Defendant that if he would not then Pay the Ballance of his note being Four hundred and Ten Pagodas thirty four Fanams and fourteen Cash in Bengal Bills he must after that time Pay the said Ballance in Cash and he would allow the same Rate of Discount at which he had Parted with the aforementioned Bills to which the Defendant Assented and on the Thirtieth Day of the same Month of August in the said Year of Our Lord One thousand Seven hundred and Eighty four he the Defendant brought and paid to this Complainants said Attorney Two hundred and thirty four Pagodas in full Amount of the said Note for which this Complainant his said Attorney obliged and gave to the Defendant the Receipt so much relied upon by the Defendant Copy of which Marked **F.** is Annexed to the Defendants Plea and Answer who at that time knowing of no other Matter depending between the Complainant and Defendant Allowed the aforementioned Discount and gave the Receipt as in full and being particularly Engaged in Business requested the Defendant to call the Next Day when he would settle a Private Account between themselves Accordingly the Defendant called upon this Complainants said Attorney on the Day after he had Paid the Two hundred and thirty four Pagodas as aforementioned and settled their Private Account when he the Defendant required this Complainants said Attorney immediately gave up without the least Enquiry or any enquiries there being made of the former Receipt for the Two hundred and thirty four Pagodas which this Complainant by his said Attorney Avers and will in due time prove was paid on Account and in Discharge of the said Note of Hand and not otherwise or independently thereof as is unjustly Stated by the Defendant in his said Plea and Answer. This Complainant further saith that he will in due time prove by Credible Witnesses that Every Article as Charged in the Account Annexed to this Complainant's said Bill of Complaint was delivered in good order and Merchantable Condition to the Defendant Notwithstanding any thing the said Defendant hath unjustly Stated and set forth to the Contrary in and by his said Plea and Answer. This Replicant by his said Attorney further saith that upon representing to the Defendant the Error which had Occasioned the Demand he the Defendant Allowed that he had Received many Articles more than were Charged in the former Account or Invoice but on the other hand it was pretended that he the Defendant had Received Several Articles in so bad a Condition that they were Unsaleable and that some Charges were made Against him of Articles which he had not Received to which this Complainant by his said Atty Replied make out a Statement and let us Endeavour to settle the matter Amicably whereupon the Defendant Consented and Soon after Delivered an Account of Particulars signed by himself in his own Proper hand Writing Copy of which this Replicant by his Attorney Prays leave to Annex to this his Replication the Original being in his said Attorney's Possession is ready to be produced when required by which it appears of the Defendant's own Stating that goods to the Amount and Value of Sixty Two Pounds Eighteen Shillings Sterling Money of Great Britain were by the said Defendant

this Complainant Against which he Alledges that goods were Charged in the Invoice and Account which he did not Receive or were so much Damaged as to be of little Value that he thereby Sustained a Loss of Fifty Eight Pounds Nineteen Shillings and five Pence Sterling Money of Great Britain to which Objections of the Defendant this Complainant by his Attorney Replied that One Piece of Ladys Cloth Valued in the said Acct at Three Pounds fifteen Shillings and One Penny Sterling Money of Great Britain was not charged in the Original Invoice or Account Nor the Two Pieces of Ribbon No 7 Charged as Valued at One Pound Sixteen Shillings like Sterling Money of Great Britain were like wise not Charged in this Complainant's said Invoice or Account Against the Defendant. This Complainant by his said Attorney further saith that he offered to produce the Servants and People who delivered the Goods to prove that Every other Article objected to by the Defendant was delivered in Good Order and Acknowledged as to have been Received by him the Defendant who had the Answering the Defendant's wish he Evaded all further Examination into the Matter and Requested his Accounts to be Returned which this Complainant's said Attorney thought he could not comply with in justice to his Constituent until the Matter was properly and fully settled. This Complainant by his said Attorney further saith that he will prove and maintain the several Charges in his said Bill of Complt to be in every respect just and true And that there is now justly due and Owing from the Defendant to him this Complainant the full sum of One Hundred and Forty Eight Pounds Eight Shillings and Three Pence Sterling Money of Great Britain or Three hundred and Twenty One Pagodas Two fanams and fifty Eight Cash Current Money of India.

All which matters and things this Replicant is ready and willing to aver maintain and prove as this Hon.ble Court shall think meet and humbly [illegible] and by his said Bill of Complaint he hath [illegible] prayed

Edward Ellis
Attorney for the Compl.t

Goods Received and Charge		
[illegible] Chain	2.	12.
[illegible] do	17.	-
[illegible] do	12.	-
[illegible]	3.	12.
[illegible] Buttons	7.	-
[illegible] do	6.	11.
£	62.	12.

Goods Charge [illegible] Damaged	
[illegible]	[illegible]
[illegible] Muslin	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible] Yards of [illegible]	[illegible]
[illegible]	6.12
£	44.17
30 per Cent	15. -
	[illegible]
By Balance £	[illegible]
£	[illegible]

(Signed) Thomas Macpherson

Thus signed
Edward Ellis
Attorney for the Compl.t

Filed 7.th Nov.r 1785.

The Rejoinder of Thomas Macpherson of Madras Inhabitant Defendant to the Replication of John Price by his Attorney Robert Henderson of the same place Inhabitant Complainant

This Defendant now and at all times hereafter saving and reserving unto himself all and all Manner of Benefit and Advantage of Exception that may hereafter be had or taken to the Many Errors Untruths Uncertainties and Insufficiencies in the Complainant's said Replication Contained for Rejoinder thereunto or unto so much thereof as this Defendant is Advised to be material or necessary for him to Rejoin unto He this Defendant doth Rejoin and say that his Plea and Answer to the Complainant's Bill of Complaint and all and singular the Matters and things therein Contained are good true Certain and sufficient in Law to be Replied unto in such Manner and form as the same are therein and thereby set forth and Alledged and for further Rejoinder this Defendant saith that in the first Instance the said Complainant hath and by his Replication Acknowledged to have received of this Defendant and to have lodged in his Attorney's Hands [illegible] from his own Receipts given and signed in his name to this Defendant [illegible] appears to have done the amount of the said Receipts being in all for One thousand six hundred and fourteen Pagodas twenty eight fanams and twenty two Cash whereas the said Complainant acknowledges to have received One thousand six hundred and Seventy Nine Star Pagodas previous to his leaving Madras for China this Defendant further saith that [illegible] the Receipt for two hundred and thirty four Pagodas being given to this Defendant by the said Complainant's Attorney on [illegible] of the said [illegible] for six hundred and twelve Pagodas [illegible] and to show how improbable it is for it to have been this

Defendant begs leave to remark the Complainant [illegible] bill which he acknowledges that this Defendant did on the eighth day of August One thousand seven hundred and Eighty four pay the said Complainant's Attorney a Bengall Bill for two hundred and one Pagodas twenty five fanams sixty Cash in part of the said Note and that on the thirtieth of the same Month this Defendant did pay in Cash the Ballance of the said Note the Sum of two hundred and thirty four Pagodas for which the said Complainant's Attorney then granted a Receipt in full but this Defendant saith that, from the Circumstance of the said Receipt being in full, it could not be on Account of the said Note of Hand as after deducting the two hundred and one Pagodas twenty five fanams and sixty Cash as mentioned by the said Complainant to have been first paid there remained a Ballance till then of four hundred and ten Pagodas thirty four fanams and fourteen Cash which with the Discount of twenty five per Cent that the said Complainant was to allow upon being Paid in Cash reduced it to three hundred and eight Pagodas three fanams and ten Cash the amount being included of the Sum of two hundred and thirty four Pagodas as mentioned by the said Complainant this Defendant further saith that the said Complainant's Attorney not knowing of any other matter depending between the said Complainant and this Defendant that there was none untill Complainant thought proper to allege the additional matter for which he has filed his Bill of Complaint and that upon a supposition there had been another Matter then incumbent upon the said Complainant at the time he appointed his said Attorney to have informed him of the same and not [illegible] therefore to abide the Consequence of his own Omission and neglect that if the said Receipt for two hundred and thirty four Pagodas had been on Account of the said Note this Defendant is at a loss to account for the said Complainant's Attorney not having required the same to be delivered up the matter when this Defendant [illegible] Attorney

acknowledges that this Defendant called on him to settle a private Account and when this Defendant required his note of Hand to be given up with a Receipt this Defendant further saith with regard to the Account of Particulars annexed to the Complainant's Replication he the Defendant admits that the same was partly his but denies that the same was made out in the way that the said Complainant has invidiously stated for that it was upon the said Complainant pretending that the several Articles as therein stated had been received by this Defendant which were not Charged for that induced this Defendant to make an Account of several Articles that were charged him which he never received and also of others that were damaged that he might oppose the Amount thereof to that pretended by the said Complainant to be due to him for those Articles that had not been Charged and this Defendant to convince this Honble Court of the fallacy of the said Account on the part of the said Complainant begs leave to refer them to the Copy of the Original Invoice annexed to this Defendant's Plea and Answer where those Articles will appear that the said Complainant pretends were never charged for which Plea and Answer this Defendant hopes that this Honble Court will deem good and sufficient to debar the said Complainant from his pretended Claim and for which he hath unjustly filed his Bill against this Defendant

All which Matters and things this Defendant is ready and willing to aver maintain and prove as this Honble Court shall be pleased to direct and humbly Prays as in and by his said Plea and Answer he hath already Prayed

Chas. Baker
Defend.ts Atty

Defendant begs leave to remark the Complainants own Solicitor to whom he acknowledges that this Defendant did on the eighth day of August One thousand seven hundred and eighty four pay the said Complainants Attorney a Bengal Bill for two hundred and one Pagodas twenty five fanams sixty Cash in part of the said Debt and also that on the thirtieth of the same Month this Defendant did pay in Cash the Ballance of the said Debt the Sum of three hundred and thirty four Pagodas for which the said Complainants Attorney then granted a Receipt in full but this Defendant saith that from the Circumstance of the said Receipt being in full it could not be on Account of the said Note of Hand as after deducting the two hundred and one Pagodas twenty five fanams and sixty Cash remitted by the said Complainant to have been first paid there remained a Ballance still due of four hundred and ten Pagodas thirty four fanams and fourteen Cash which includes the Interest of twenty five per Cent that the said Complainant was to allow upon being Paid in Cash to deduct till then hundred and eighty Pagodas three fanams and ten Cash thereon exceeding by the Sum of two hundred and thirty four Pagodas remitted but the said Complainant this Defendant further saith that the said Complainants Attorney not knowing of any other matter depending between the said Complainant and this Defendant that there was none until the Complainant thought proper to allege the Additional matter for which he has filed his Bill of Complt and that upon a supposition there had been any other Matter it was incumbent upon the said Complainant at the time he appointed his said Attorney to have informed him of the same and not if [illegible] he ought to abide the Consequence of his own inadvertence and not that if the said Receipt for two hundred and thirty four Pagodas had been on Account of the said Note this Defendant is a Sufferer for the said Complainants Attorney not having required the same to be delivered up the matter rather [illegible] the said Complainants Attorney

acknowledges that this Defendant called on him to settle a private Account and when this Defendant required his note of Hand to be given up with a Receipt this Defendant further saith with regard to the List of Particulars Annexed to the Complainants Replication that he admits that the same was partly his but denies that the same was made out in the way that the said Complainant has insidiously stated for that it was upon the said Complainant pretending that the several Articles as therein stated had been received by this Defendant which were not Charged for that induced this Defendant to make an Account of several Articles that were charged him which he never received and also of others that were Damaged that he might oppose the Amount thereof to that pretended by the said Complainant to be due to him for those Articles that had not been Charged and this Defendant to convince this Honble Court of the Fallacy of the said Account on the part of the said Complainant begs leave to refer them to the Copy of the Original Invoice annexed to this Defendants Plea and Answer where the very Articles will appear that the said Complainant pretends were never charged for which Plea and Answer this Defendant hopes that this Honble Court will deem good and sufficient to debar the said Complainant from his pretended Claim and for Which he hath unjustly filed his Bill against this Defendant

All which Matters and things this Defendant is ready and willing to aver maintain and prove as this Honble Court shall be pleased to direct and humbly Prays as in and by his said Plea and Answer he hath Already Prayed

Chas. Baker
Defendt. Atty.

Witnesses Names
Vanckelu Kistna
Sanckrahcuschalam
Barnaby Byrne
Michael Maddox

Interrogatories to be administered to Witnesses on behalf of the [illegible] Produced Sworn and Examined in a Certain Cause Depending and at Issue in the [illegible] Court at Madras wherein the [illegible] Robert [illegible] is Complainant and Thomas [illegible] of Madras Inhabitant Defendant.

On the Part and Behalf of the Complainant.

1st Interrogatory to all the Witnesses — Do You know or do You not know the Parties Complainant and Defendant in this Cause and in the Title of these Interrogatories named, If Yea how long have You known them, and which of them Particularly, set forth and the truth declare.

2d Interrogatory ditto — Look at the Paper Writing now Produced and Shewn to You at the time of Your Examination Marked with the Letter **A**. Purporting to be an Invoice or Account of Sundry Goods and Merchandize sold by [illegible] from the Complainant in the Title of these Interrogatories named, to the Defendant in this Cause. Examine the same Carefully and declare if the same contains an Exact and proper Account of such Goods and if the same or what Part thereof were delivered by the Complainant to the Defendant or to any Person on his behalf [illegible] any Overcharges, Errors or mistakes appear, and in what Particular Articles or Charges such Mistakes or Errors are found. And the whole and every Part of these Interrogatories Answer fully and Particularly [illegible]

3d Interrogatory to all the Witnesses — Do You know or do You not know of any Lady's Cloth and Ribbon delivered or sent by the Complainant to the Defendant in the Title of these Interrogatories Named, which are not Charged in the Invoice or General Account. If Yea of what Value were the same and Particular Quantity of each piece. Relate and describe the whole of these matters and set forth the same fully and Particularly and the Truth declare.

4th Interrogatory To Byrne and Maddox — Look at the Paper Writing now produced and Shewn to You at this the time of Your Examination marked with the Letter **B**. is the Name or Signature thereunto Set and Subscribed of the proper Hand Writing of the Defendant in the Title of these Interrogatories Named or not. the Truth declare.

Last Interrogatory to all the Witnesses — 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 or Advantage of the Complainant. If Yea declare the same as You know, have heard or believe, together with the Reasons for such Your Belief as fully and Particularly as if You had been thereunto Particularly Interrogated.

Edward Ellis
Attorney for the Compl.t

[illegible]

John Price of Calcutta at Fort William in Bengal Merchant Maketh Oath and Saith that the Annexed paper Writing contains a true and faithfull Account of Goods which were lately Sold and delivered by this Deponent to Mr Thomas Mayhurston of Madras upon the terms mentioned at the head of the said Account the prime Cost of which Goods allowing the Discount of thirty per Cent as in the said Account mentioned Amounts to One thousand and Sixty five pounds four Shillings and Eight pence Sterling out of Which this Deponent hath received in Bills on Government Nine hundred and Sixteen pounds fifteen Shillings and Eleven pence Sterling that the balance of One hundred and forty Eight Pounds Eight Shillings and Nine pence Sterling appearing at the bottom of the said Annexed Account is now Justly due and Owing from the said Thomas Mayhurston to this Deponent

Sworn this 9th day of April 1785 before me }

John Price

J. Hyde

Invoice of Sundries Sold to Thomas Mayhurston at Prime Cost and to take the Honble Compys Bills at Thirty per Cent discount being Ten per Ct less than they were discounted at at the same time, being the 4th August 1784—

							£	s	D
34	Yards of Blue	Cassimier	9/3	£ 15	14	6			
11½	Do of Do	Do	"	5	6	4½			
32	Do of Scarlett	Do	11/	17	12	"			
34	Do of Do	Do	"	18	14	"			
34¼	Do of Do	Do	"	18	16	9			
33¾	Do of Do	Do	"	18	11	3			
25¼	Do of White	Do	9/	11	7	3			
34	Do of Black	Do	"	15	6	"			
11¾	Do of Striped	Do	9/6	7	"	1½			
13½	Do of Superfine Ladys	Cloth	15/6	"	"	"			
1½	Do of Do	Do	Do	"	"	"			
2¼	Do of Do	Do	Do	"	"	"			
1½	Do of Do	Do	Do	"	"	"			
18¾	Do of Do	Do	Do	14	10	7½			
18¾	Yards Clouded	Cloth	8/	7	10	"			
15	Do Livery	Do	11/	8	5	"			
19¼	Do Clouded	Do	"	10	11	9			
33½	Do Striped	Do	"	18	8	6			
9¼	Do Clouded Gold Mixture		7/6	3	9	4½	191	3	6
13½	Yards Pale Cd	Cassimier	8/9						
5½	Do Do	Do	"						
17	Do Do	Do	"						
13⅜	Do Do	Do Saxon Blue							
49⅜	Do Do	Do	"	"	"	"	21	12	½
	Amount Carried forward					£	212	15	6½

(380)

Amount Brought Over					212	13.7½
No. 1. 8 Dozen fine Lawn [illegible]	26	1	16	–		
2. 1 [illegible] .. Do. White .. Do.	11	–	11	6		
3. 1 [illegible] .. Do. .. Do. .. Do.	16/6	–	16	6		
4. 1 [illegible] .. Do. .. Do. .. Do.	22/	1	2	–		
7. 6 Dozen Do. Ladies [illegible]	2/	–	12	–		
8. 6 Do. .. Do. .. Do. .. Do.	2	–	12	–		
9. 3300 best white Chappell Needles	8/	1	6	7		
13. 1 Dozen papers best London pins [illegible] 66		–	6	6		
14. 5 Do. .. Do. .. Do. .. Do.	8/	2	–	–		
15. 5 Do. .. Do. .. Do. .. Do.	11/6	2	17	6		
16. 1 Do. .. Do. .. Do. .. Do.	16/6	–	16	6		
17. 11 Pieces fine Cambrick Tape	7	–	6	5		
18. 2 Dozen Do. .. Do. .. Do.	8	–	16	–		
19. 2 Do. .. Do. .. Do. .. Do.	9	–	18	–		
20. 2 Do. .. Do. .. Do. .. Do.	10/6	1	1	–		
21. 2 Do. .. Do. .. Do. .. Do.	11/	1	2	–		
22. 1 Do. .. Do. Broad [illegible]	15	–	15	–		
23. 1 Do. .. Do. .. Do. .. Do.	12	–	12	–		
24. 2 Do. .. Do. [illegible] .. Do.	22	1	2	–		
	21	2	–	–		
2. 1 Piece of [illegible]	16	–	7	6		
3. ½ Do. [illegible] .. Do.	13/6	–	6	9		
4. 2½ Do. [illegible] .. Do. .. Do.	[illegible]	2	13	–		
5. ½ Do. [illegible] .. Do. .. Do.	36	–	18	–		
6. 1 .. Do. [illegible]	24	1	4	–		
No. 1. 12 Yards fine Silk [illegible] Colour	14/	–	14	6		
3. 25						
5						
2. 37½ — 37½ Yds fine [illegible] White Silk [illegible]	15/	1	11	[illegible]		
4. 25 Yds fine [illegible]	24	[illegible]	[illegible]			
5. 15½ Do. Broad [illegible]	26	1	16	[illegible]		
7. 22 .. Do. [illegible] Broad [illegible]	[illegible]	[illegible]	11	6		
8. 25						
12 — 9½ .. Do. .. Do. .. Do.	36	[illegible]	[illegible]	6		
11. 23½						
15						
26						
26 — 87½ Yds [illegible]	[illegible]	7	11	[illegible]		
17						
23 — 12 .. Do. .. Do. .. Do. [illegible]	2[illegible]	3	12	–	31	1.3½

(381)

Amount Brought Over	£				271	19	10½
No. 352 24 Yards fine Valenciennes Edging	1/10	2	4	"			
421 72 Do. .. Do. .. Do. .. Do.	2/9	9	18	"			
426 36 Do. .. Do. Mechlin Do.	2/4	4	4	"	16	6	"
No. 2 10 Yds Gold & Silver Lace	3/	1	10	"			
3 10 Do. .. Do. .. Do.	2/9	1	7	6			
4 10 Do. .. Do. & Colour Do.	3/	1	10	"			
5 10 Do. .. Silver Spangle	5/6	2	15	"			
6 10 Do. .. Do.	2/6	1	5	"			
8 13½ Do. Gold Bow Fringe	2/6	1	13	9			
9 12 Do. Cocking Braid	1/	"	12	"			
10 6 Silver Fringes with Bullions	18	5	8	"			
12 17½ Yds Silver Bullion Fringe	28/	2	2	"			
24 6 Rich Silver Cord Band with Bullions	6/	1	16	"			
25 6 Bullion Loops and Buttons	3/6	1	1	"			
30 1 Black Velvet Ladys [illegible] Embd. with Gold	2/10	2	10	"			
31 1 Do. .. Do. .. Do. .. Do. Silver Gilt		4	4	"			
32 2 Rich Silver Tissue Waistcoats Embroidered With Gold and Silver	70/	7	"	"			
33 6 Silver and Col. Tissue Waistcoats	30/	9	"	"			
34 18 Yds Green and Silver Lace	4/6	4	1	"	48	"	3
1 Silver Tissue Waistcoat	20/				1	"	"
No. 5 1 Pr. Gold Enamel Sleeve buttons	40/	2	"	"			
6 1 Pr. Do. Plain .. Do.	28/	1	8	"			
7 1 Pr. Silver and Gold [illegible] Buckles	"	6	16	6			
11 1 Pr. Do. .. Shoe Buckles	"	5	5	"			
12 1 Pr. Do. .. Do. .. Do.	"	5	5	"			
13 1 Pr. Do. .. Do. .. Do.	"	4	14	6			
14 1 Pr. Do. .. Do. .. Do.	"	4	14	6			
15 1 Pr. Do. .. Do. .. Do.	"	4	14	6			
21 1 Pr. Do. .. Do. .. Do.	"	3	10	"			
23 1 Pr. Do. .. Do. .. Do.	"	1	11	6			
26 1 Pr. Do. .. Do. .. Do.	"	1	11	6			
29 1 Pr. Do. .. Do. .. Do.	"	2	4	"			
31 1 Pr. Do. .. Do. .. Do.	"	2	"	"	45	15	"
Carried forward	£				383	1	2½

(382)

		Rate	Amount	£	s	d
	Amount Brought forward		£	418	1	2¾
	1 Mans Gold Watch Chain filla Link		3. 12. -			
	1 Do. Do. Do. Do.		3. 12. -			
	1 Do. Do. Do. small Links		4. - -			
	1 Do. Do. Do. Do. Do.		4. - -			
	1 Do. Do. Do. grand Do.		4. 12. -			
	11 Gold Curtain Links	8/6	4. 13. 6			
	4 Prs Gold Enamelled Sleeve buttons	[illegible]	3. 15. -			
	5 Prs Do. Engraved Do.	[illegible]	4. - -			
	4 Prs Do. Plain Do.	[illegible]	6. 16. -	39	0	6
11	4. 1 Shaving Box with Razors &c		1. 12. -			
	5. 1 Do. Do. Do.		1. 13. -			
	6. 1 Do. Do. with Mahogany Materials		2. 11. 6			
	7. 2 Tea Caddies inlaid with Silver Mounted Rings & Handles		13. 13. -			
	8. 1 Square Mahogany Tea Caddie		- 7. 6			
	9. 1 Oval Tea Caddie inlaid with Flowers		- 15. -			
	10. 1 Do. Do. Do. with Birds		1. - -			
	11. 1 Square Do. Tea Canister		1. 3. -			
	12. 1 Large Backgammon Table		1. 4. -			
	14. 1 Plain Wood Camp folding Desk		2. 11. 6			
	13. 1 Do. Ladys Dressing Case & Desk		3. 12. -			
	16. 1 Do. Gentlemans Mahogany Do.		6. 16. -			
	12. 1 Large Backgammon Table		1. 6. -			
	14. 1 Smaller Do. Do. Do.		- 17. 6			
	16. 1 Ladys folding Camp Desk		3. 12. -			
	17. 1 Gentlemans Do. Do. Do.		6. 16. -			
	21. 1 Pr. Varnished Silver Mounted Canisters		- 4. -			
	22. Do. Do. Do. Do.		- 15. -	51	15	-
	2 Dozen and 10 Handkerchiefs Pins	15/	3. 11. -			
	2 Do. 4 Do. Do.	24/	2. 16. -			
	10 Do. Best Enamelled Do.	1/6	3. 3. -			
	5 Do. Common Do. Do.	3/6	- 17. 6			
	7 Do. Gold Plated Do.	21/	3. 3. -			
	1 Do. 10 Rings	8/6	3. 17. -			
	Carried forward		£ 23. 14. 6	508	16	8¾

(383)

		Rate	Amount	£	s	d
	Amount Brought forward		£	508	16	8¾
	Amount of Pins &c Brought forward		23. 14. 6			
	3 Dozen fine Gilt Buttons	15/	2. 5. -			
	3 Do. Do. Do.	4/	1. 7. -	27	6	6
	54 Cocked Hatts	16/	43. 4. -			
	42 Round Do.	-	33. 12. -			
	43 Do. Do. Cromwellian	-	34. 8. -			
	11 Do. Do. Brown Beaver	12/	6. 12. -			
	8 Dozen Elastic Bands & Buckles	12/	4. 16. -			
	3 Ladys Hatts trimd	31/	4. 13. -			
	6 Campaign Hatts	18/	5. 8. -			
	27 Cockades	1/6	2. - 6	134	13	6
11	1 1 Case of Jelly Jams &c		4. 19. 6			
	1 Case for Do.		- 3. 6			
	1 Box Syrup of Cordials		4. - -			
	1 Box for Do. & Do.		- 4. -	9	7	-
	2 Bottles of Mushrooms	2/	- 4. -			
	7 Dozen ½ Bottles Mustard	10/6	3. 14. 1½			
	5 Do. 4 Do. Fish Sauce	24/	6. 8. -			
	18 Do. 3 Do. Sweet Oil	21/	14. 3. 3			
	7 Square Do. Cayenne	6/	2. 2. -			
	14 Do. Do. Walnuts	5/	3. 1. 7½	35	1	7½
	1 Keg Cherry Brandy 14 Galls	10/	7. - -			
	1 Keg for Do.		- 6. -	7	6	-
	272 lb Cheese	1/		13	12	-
	3½ Dozen the Claret	48/	8. 8. -			
	5½ Do. [illegible]	40/	11. - -			
	4 Do. [illegible]	21/	4. 19. 9			
	5 Do. of fine White Grain	12/	3. 8. -			
	15 Do. Elastic Braces	33/	24. 15. -			
	9 Do. Buff Belt Garters	18	- 13. 6			
	32 Bundles Balls	9	1. 4. -	54	8	3
	Carried forward		£	770	11	7¾

		£	s	d
Amount Brought Over				
26 Pr Shoes	6	1 11		
2 Pr Boots	21	2 2	3	13 -
308 Cazalines 262 Morning Tubs 15 Sunday Caps	at 1½	3 3 1½	3	3 1½
1 Violin		1 1 -		
1 Snuff Box		- 12 6		
1 Red Leather Case		- 6 -		
6 Bundles fine Thread of 4 Inch	7	2 2 -		
6 Do Do Do 3 Do	56	1 13 -		
4 Do Sword Do	66	1 6 -		
2 Do Flinty Do	12	1 4 -		
4 Dozen Lengths of [illegible]	3	- 12 -		
3 Bridges	6	- 4 -	15	1 6
1 China Chest [illegible]			377	16 [illegible]
32 [illegible]			1	15 -
			[illegible]	[illegible]
Pagodas 382 [illegible] 2668 2 1		£	1163	4 5
Bills [illegible] 2291 44 22			916	13 11
Pag: 371 2 58 Ballance due		£	[illegible]	[illegible]

This Exhibit Marked A was shewn to [illegible] at the time of his Examination before me on the Part of the Complainant in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein the said John Reid by his Attorney Robert Henderson Complainant and Thomas Mayhurston Defendant the 26th Day of June Anno Domini 1786.

J. Spalding
Examiner

Goods Received on Charge

	£	s	d
To 1 Gold Watch Chain	8	10	-
To 2 Do Do	17	-	-
To 2 Do Do	18	-	-
To 9 Gold Sticks	3	12	-
To 3 Pair Silver Buttons	9	-	-
To 4 Do Do	6	16	-

This Exhibit Marked B was shewn to Michael Maddox at the time of his Examination before me on the Part of the Complainant in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein the said John Reid by his Attorney Robert Henderson Complainant and Thomas Mayhurston Defendant on the 26th Day of June Anno Domini 1786.

J. Spalding
Examiner

Goods Charg'd in the Acct which are not Recd and Damaged

		£	s	d
By 1 Piece of Ladys Cloth, not Recd		3	13	1
By 17½ Yards of Coloured Gold Muslin Do		3	13	-
By Dressing Box Damaged Returnd		6	16	-
By No 7 2 Pieces of Ribbons not Recd		1	16	-
By 72 Yards of fine Edging not Do		9	18	-
By 36 Yards of Do Do		4	4	-
By 1 Pair of Boots Damaged Returnd		1	1	-
By 16½ Yards of Saxon Blue Cassimire not Recd		7	4	4
By 11 Brown Bever Hat not Recd		6	12	-
	£	44	19	5
30 Per Cent		14	-	-
	£	58	19	5
By Ballance	£	3	18	7
	£	62	18	-

Thomas Mayhurston

Mayor's Court at
Madraspatnam

Between John Price by his Attorney Robert Anderson Complainant and Thomas [illegible] of Madras Inhabitant Defendant

On the Part of the Complainant

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

Vanckety [illegible] of Madras Dubash Aged 27 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 23 Day of June 1786. Signified at the Office of Mr Charles Baker who is Attorney for the Defendant by [illegible] who also left him a Note of the Name Titles and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1. To the first Interrogatory this Deponent saith that he doth know the Complainant John Price in this Cause and that he hath known him two Years or thereabouts and that he doth know the Defendant Thomas [illegible] in this Cause and that he hath known him [illegible] time. And more saith not to this Interrogatory.

2. To the Second Interrogatory this Deponent saith that upon looking at the Paper Writing now produced and shown to him at the time of his Examination Marked **A**. Purporting to be an Account of Sundry Goods and Articles Sold by the Complainant to the Defendant he cannot read the English Language but upon the same [illegible] being read to him he believes it to contain a just and true Account of the Goods sold and this Deponent saith that he knows the whole of the said Goods were delivered by the Complainant [illegible] Clerk to the Defendant for the use of the Defendant and this Deponent

Does not know of any over Charges Errors or Mistakes in the said Invoice and Account. And more saith not to this Interrogatory.

3d. To the third Interrogatory this Deponent saith that he does know that some Ladies Cloths and Ribbons were delivered by the Complainant to the Defendant but he does not recollect whether they were Charged in the Account Invoice nor what was the Value or Quantity of each Piece And More saith not to this or the Last Interrogatory.

J. Spalding
Examiner

Mayor's Court at
Madraspatnam

Between John Price by his Attorney Robert Anderson Complainant and Thomas [illegible] of Madras Inhabitant Defendant

On the Part of the Complainant

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

Sanckri [illegible] of Madras Dubash Aged 28 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 23d Day of June 1786 Signified at the Office of Mr Charles Baker who is Attorney for the said Defendant by [illegible] who also left him a Note of the Name Titles and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1. To the first Interrogatory this Deponent saith that he doth know the Complainant John Price in this Cause and that he hath known him two Years or thereabouts and that he doth know the Defendant Thomas [illegible] in this Cause and that he hath known him

Seven

and upon Examining the Same declares that he does not know how far the Articles Contained in the said Account are those sold to the Complainant nor what part of them was delivered by the Compl.t to the Defendant neither doth he know of any over Charge Error or Mistake in the said Account and more saith not to the 2d Interrog.y

3rd .... To the third Interrogatory this Deponent saith that he does not know of any Ladys Cloth and Ribbons being delivered on credit by the Complainant to the Defendant And more saith not to this Interrogatory

4th .... To the fourth Interrogatory this Deponent saith that upon looking at the Paper Writing Marked B. he knows the Same thereunto to be the proper Hand Writing of the Defendant And more saith not to this or the last Interrogatory

J. Spalding

Examined

Michael Maddox

Mayor's Court at Madraspatnam } { Tuesday the 3rd Day of July Anno Domini 1787.

Present

L.S.

James Call Esquire Mayor

Edw.d John Holland — Robert Erving and

Andrew Ross — Aldermen

Mayor's Court

Between [illegible] of Calcutta in the Kingdom of Bengal Merchant by his Attorney Robert [illegible]

Complainant and Thomas Stephenson of Madras Inhabitant Defendant

This Cause Coming on to be Heard and Debated this Day on the Presence of the Attorneys on Both Sides and on Reading the Complainants Bill with Copies of an Affidavit Account Current and a Power of Attorney Annexed The Defendants Answer with Copies of Several Exhibits Marked A B C D E F G and H Annexed The Replication with Copy of One Exhibit Annexed the Rejoinder the Interrogatory and Depositions on the Part of the Complainant with Exhibits Marked A and B. On Hearing the Pleadings Made thereof by the Attorneys on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Complainants Bill do Stand Dismissed with Costs

Per Cur.

Filed the 31st May 1787

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator [illegible] Chintamby Moodelly of Madras Inhabitant by his Attorney Thomas Osborne of the same Place Inhabitant That [illegible] Moodelly and Mottiah [illegible] Moodelly of the same Place Inhabitants Administrators of all and singular the Goods and Chattels, Rights and Credits, Estate and Effects of [illegible] Moodelliar late also of Madras Deceased Stand justly and truly indebted unto Your Orator in [illegible] Hundred and Sixty five Pagodas Current

Money of Madras [illegible] the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Six Pounds [illegible] for the [illegible] of this Court [illegible] said Bill of Complaint [illegible] the Possession of Your Orator [illegible] Your Orator shall [illegible] further [illegible] Pagodas [illegible]

Pulimoodie [illegible]

[illegible]

David Haw [illegible]

[illegible]

[illegible] Court [illegible] Your Orator's Bill of Complaint [illegible] Order and Decree [illegible] Court shall [illegible]

P. Spencer
Atty Complt

[illegible] 1781

[illegible]

Dr.	Pagodas	Cr.	Pagodas
[illegible]	307	By Cash [illegible]	22
		By Cash [illegible]	21
		By Balance due	263
Pagodas	307	Pagodas	307

Madras 12 May 1781
Errors Excepted

(Signed) [illegible]

A true Copy
P. Spencer
Atty Complainant

To all People to whom these Presents shall come Greeting Whereas Vagambara Moodaly and Moottiah Moodaly of Madras Inhabitants Administrators of all and singular the Goods and Chattels, Rights and Credits, Estate and Effects of Cerrivedanada Moodilla Moodaly of Madras aforesaid Inhabitant Deceased stand indebted by the Balance of an Account Current bearing date the Second Day of May in the present Year of Our Lord One Thousand Seven Hundred and Eighty Seven, stand justly and truly indebted unto Treemanum Nella Chinteamby Moodaly of Madras aforesaid Inhabitant in the full and just Sum of Two Hundred and Sixty five Pagodas Current Money of Madras which in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Six Pounds Sterling amounts to, as by the said Account Current may fully Appear. Now Know Ye that I the said Treemanum Nella Chinteamby Moodaly for a Valuable Consideration to me in hand paid by Thomas Osborne of Madras Inhabitant the Receipt whereof is hereby Acknowledged, have Assigned and made over and by these Presents do for me, my Heirs Executors, Administrators and Assigns make over unto the said Thomas Osborne, the said Account Current the Balance owing thereon, and all my Right, Title and Interest of in and to the same, and every part thereof, and I the said Treemanum Nella Chinteamby Moodaly for the Consideration aforesaid, have made, Constituted and Appointed the said Thomas Osborne, his Executors and Administrators my true and lawful Attorney and Attornies irrevocable, for me the said Treemanum Nella Chinteamby Moodaly and in my Name, and in the Name and Names of my Executors and Administrators, but for the sole Use and proper benefit of the said Thomas Osborne his Executors and Administrators, to ask, Require, Demand and Receive of the said Vagambara Moodaly and Moottiah Moodaly Administrators aforesaid, and the Heirs, Executors and Administrators of the said Cerrivedanada Moodilla Moodaly the Money due and to become due on the said Account Current, and on non payment thereof them the said Vagambara Moodaly and Moottiah Moodaly Administrators aforesaid to sue for and Recover the same, and on payment thereof to deliver up and Cancel the said Account Current and give Sufficient Release and Discharge therefor and one More Attorney or Attornies under him to Constitute and at his Pleasure to revoke, and whatsoever the said Thomas Osborne or his Attorney or Attornies under him shall lawfully do in the Premises, I do hereby Allow and Affirm and I do hereby Covenant with the said Thomas Osborne that I the said Treemanum Nella Chinteamby Moodaly have not Received Nor will Receive the said Ballance due or to become due on the said Account Current or any Part thereof neither shall nor will Release or discharge the Same or any part thereof but will Own and Allow of all lawfull Proceedings for the Recovery thereof he the said Thomas Osborne saving me harmless of and from any Costs that may Arise therefrom. In Witness Whereof I the said Treemanum Nella Chinteamby Moodaly have hereunto Set my Hand and Seal at Madras this Second Day of May One Thousand Seven Hundred and Eighty Seven/

Signed Sealed and delivered (Where no Stamped Paper is to be had) in the Presence of ……… } Signed Treemanum Nella Chinteamby (L.S.)

Signed { [illegible]
John Thos. Brudenell

A true Copy
P. Spencer
Attorney Genl.

3.

396

Mayor's Court at Madraspatnam } { Tuesday the 10th Day of July Anno Domini 1757

L.S.

Present

James Call Esquire Mayor

Edward Carrow and [illegible]

Aldermen

Mayor's Court

Between [illegible] of Madras Inhabitant by his Attorney [illegible] of the same Place Inhabitant Complainant and [illegible] the same Place Inhabitant Administrator of all and singular the Goods and Chattels Rights and Credits Estate and Effects of [illegible] deceased late of Madras [illegible] 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 failed 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 [illegible] hundred and [illegible] Pagodas of Madras [illegible] together with all such Interest as shall [illegible] thereon with full [illegible] and Costs of Suit

[illegible]

Filed in Court this 24 Aug. 1756 –

397

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator [illegible] by his Attorney [illegible] of Madras Inhabitant That [illegible] of the same Place Inhabitant Stands justly and truly Indebted unto Your Orator in the full and just Sum of Five hundred and fifty three Pagodas twenty five fanams and Thirty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings per Pagoda the Sum of Two hundred and Twenty one Pounds and [illegible] Eight Shillings as will more fully and at Large Appear by Copy of a Bond or Obligation and [illegible] thereon together with an Assignment 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 the Original being in Your Orator's Attorney's Custody and ready to be Produced Whenever this Hon.ble Court shall Require and Your Orator further Sheweth unto this Hon.ble Court that he hath frequently and in an amicable Manner Requested Payment from the said [illegible] of the said Sum of Five hundred and fifty three Pagodas twenty five fanams and thirty Cash

But now so it is May it Please this Hon.ble Court the said [illegible] Obstinately and wilfully Refuses to pay the same or to give 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 [illegible] May upon his Corporal Oath full true Direct and Perfect Answer Make to all and Singular the Matters and things herein before and Purposes as if the same were herein Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and fifty three Pagodas twenty four fanams and thirty Cash with all such Interest as are or shall hereafter become due thereon as also all Costs of this Suit.

May it Please this Honble Court to cause the said Shake Davalgee 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 thereon as to this Honble Court shall Seem Meet.

The 29th Aug. 1786 —

This Bill was shewn to me in the stage of Pleading and the Complainant having Sworn to the Truth of this Demand and that the said Complainant hath reason to believe that the Defendant will Abscond from the Jurisdiction of this Honble Court on hearing that a Bill is filed Against him Let a Summons Issue immediately and a Warrant of Arrest issue thereon —

Chas. Baker
Compts. Attorney

Robt. Erwing
Mayor

Translation of a Bond or Obligation Dated the 2d of Vyasee Year Called Vijaya Malabar Stile Answering to N. S. the 13th of May 1773 —

I Shake Davalgee Inhabitant of Mongee Sail of Coolamam Cakak Mahar do give this Bond to Moodoonarayana Chittyar Son of Madagarkin Venkatachalam Chitty of the same place Merchant that is to Say

On my Urgent Occasion I have Borrowed and Received of You the Sum of P. 253 Two hundred and fifty three Current Star Pagodas which Sum I Promise to pay You on or before the 13th of August Next with such Interest as may become due thereon at the rate of 1 p. Cent per Mensem. For the Surety this Bond being Current. Witnesses Sobrama Chittyar and Mahommedorah Written by their Knowledge Drawn by Vullaraganyalla Mootteraler —

Witnesses (Signed)
Sobraman,
Mahommadorah Sbt

(Signed)
Shake Davalgee

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

Soobarayanum
Interpreter

A true Copy
Chas. Baker

Dr. Shake Davalgee in Acct. Curr. with Vade Narrain Chitty Cr.

1773 May	18	To the Amount of Your Bond bearing Dated this Day	253 . .	1786 July	20	By Balance due to me this day	553.25.30
1786 July	20	To Interest on D° till this day is 13.2.12 @ 9 p Cent	300.25.30				
		Pagodas	553.25.30			Pagodas	553.25.30

Fort Saint George the July 22nd 1786.
Errors Excepted
Pr.
Your Obt. Servt.
Cha. Baker

To all People to whom these Presents shall come [illegible]
Whereas Shake Davalgee of Madras Inhabitant and by the
Ballance of an Account Current bearing Date the twentieth day of July
in the Present Year of Our Lord One thousand seven hundred and Eighty
six Relating to a Bond or Obligation bearing Date the Eighteenth day
of May which was in the Year of Our Lord One thousand seven hundred
and Seventy three and Justly and Truly indebted unto Vade Narrain
Chitty of the same place Merchant in the Sum of Five hundred and fifty three
Pagodas Twenty five fanams and thirty Cash the said Bond or Obligation
and an Account Current being Assigned and whereas there now remains due
to the said Vade Narrain Chitty on the said Bond or Obligation and
Account Current the Sum of Five hundred and fifty three Pagodas Twenty
five fanams and thirty Cash Taken in Value [illegible] Pagodas Twenty
the Rate of Eight Shillings for every Pagoda the Sum of [illegible]
Twenty [illegible] Pounds and [illegible]

Narrain Chitty for a Valuable Consideration to him in hand paid by Simon
De Fonseca of Madras Inhabitant at or before the sealing and Delivery of these
Presents the Receipt whereof the said Vade Narrain Chitty Doth hereby Acknow-
ledge he the said Vade Narrain Chitty Hath Sold Assigned and Set over and
by these Presents Doth Sell Assign and Set over unto the said Simon de Fonseca
The said Bond or Obligation and an Account Current and the Money
thereupon Due and owing and which may become due and owing thereon
and all his Right and Interest of in and to the same and every part
thereof and the said Vade Narrain Chitty for the Consideration aforesaid
Hath made Constituted and Appointed and by these Presents Doth
Make Constitute and Appoint the said Simon de Fonseca his Executors
Administrators and Assigns his true and Lawful Attorney or Attor-
nies Irrevocable for him and in his Name and Names of his Heirs
Executors Administrators and Assigns but for the sole and proper use
and Benefit of the said Simon de Fonseca his Executors Administra-
tors and Assigns to ask Demand and Recover of the said Shake
Davalgee his Heirs Executors Administrators and Assigns the Money
due and to become due on the said Bond or Obligation and Account Current
and on non payment thereof then the said Shake Davalgee his Heirs
Executors Administrators and Assigns to sue for and Recover the
Same and on Payment thereof to deliver up the said Bond or Obligation
and Account Current and give sufficient Release and Discharge
and one or more Attorney or Attornies under him to make Constitute
and Appoint and whatsoever the said Simon de Fonseca or his
Attorney or Attornies under him shall Lawfully do in the Premises the
said Vade Narrain Chitty shall and Doth hereby Allow and Affirm and
the said Vade Narrain Chitty Doth Covenant with the said Simon de
Fonseca that he the said Vade Narrain Chitty hath not Received nor will
Receive the said Money due or to become due on the said Bond or Obligation
and on Account Current or any part thereof neither shall nor will Release

The said Richard Johnston Obstinately and wilfully refuses to pay the Same or to give Your Orator any manner of Satisfaction In Tender the Premises Your Orator therefore prays [illegible] relief as to this Hon.ble 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 and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully and Effectually to all Intents and purposes as if the same were here again repeated and Interrogated and that he may be Decreed to pay unto Your Orator the full Sum of Two Hundred Pagodas with Interest till paid [illegible] shall therefore become due thereon and all Costs of this Suit.

May it please this Hon.ble Court to Grant unto Your Orator Richard Johnston [illegible] Commanding him by a certain day of Fort Saint George Town of Madraspatnam [illegible] Personally to be and Appear before this Hon.ble Court at such time and place to be by this Hon.ble Court Limited and Appointed and then and there to answer the Premises and to stand to and abide by such Order and Decree therein as to this Hon.ble Court shall seem Meet —

Ar. Du Pre
Attorney Complainant

Mr. Richard Johnston —— D.r

J. F. C.

1785 May 11th	To Cash lent and paid You this Day Upon Your Promise and undertaking to Mortgage to me a Messuage House and Premises said to be Your Property Situated in Vepery but which said Mortgage or any other You have not given me Nor paid back the Same or any part thereof	200 . .
Madras 11th May 1787		Pagodas 200 . .

E. E. [illegible] Singanah

Mayor's Court at Madraspatnam } { Tuesday the 10th Day of July Anno Domini 1787.

Present —

L.S.

James Call Esquire Mayor
Edm.d Carrow and Isaiah Du Pre Porcher
Aldermen —

Mayor's Court

Between Chittee Singanah of Madras Inhabitant Complainant and Richard Johnston of Fort Saint George Inhabitant Defendant —

It Appearing to the Records of this Court that the Usual Rule has issued for the Defendant to Answer the

Ordered and Decreed that the Defendant shall pay unto the Complainant the full and just Sum of Two Hundred Pagodas Pags 200 — together with all such Interest as is or shall be due thereon until full Payment be made with all Costs of this Suit

D. Puy

Filed in Court the 29th May 1787.

To the Honorable the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator [illegible] Inhabitant of Madras that Richard Johnston of Fort St. George Inhabitant stands indebted unto Your Orator in the full and just Sum of Three hundred and forty one Pagodas thirty four fanams and forty seven 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 six Pounds fourteen Shillings and two Pence as will more fully and at large Appear by Copy of an Account Current Copy of a Bond or Obligation given and Delivered unto Your Orator on the thirteenth Day of December One Thousand Seven hundred and Eighty five by the said Richard Johnston and also by Copy of an Assignment thereunto 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 a friendly Manner Requested Payment of the said Sum of Three hundred and forty One Pagodas thirty

Cash from the said Richard Johnston —

But now so it is 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 Summons and such Relief 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 herein again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of three hundred and forty One Pagodas thirty four fanams and forty seven Cash together with all such Interest as shall or may be 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 St. George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

M. Du Puy
Atty Complainant

1785 Decr.	13	To the Amount Principal and Interest of Your Bond dated this Date payable in 3 Months from the Date thereof with Interest at 12 p Cent p Annum	291	24	–
1787 May	20	To Interest on Do. from 13th Decr. 1785 to this Day is 17 Months and 7 Days at 12 p Ct. p Annum	50	10	47
		Pagodas	341	34	47

Madras 20th May 1787.
E. E.

By Balance	341	34	47
Pagodas	341	34	47

A true Copy
Mr. Du Puy
Attorney Complt.

Know all Men by these Presents that I Richard Johnston Esqr. of Fort St. George am held and firmly bound unto Pauyiah Chitty of Madras Merchant in the penal Sum of Five hundred and Eighty three Star Pagodas and three fanams Current money of Madras to the payment whereof well and truly to be made to the said Pauyiah Chitty his heirs Executors, Administrators or Assigns, I do hereby bind myself my heirs, Executors and Administrators firmly by these Presents. In Witness Whereof I have hereunto Set my hand and Seal in Fort St. George this thirtieth day of December in the Year One Thousand Seven hundred and Eighty five.

Whereas the above bound Richard Johnston Esqr. hath borrowed and received of the above named Pauyiah Chitty the full and just Sum of two hundred and Ninety One Star Pagodas and twenty four fanams at Interest at the rate of twelve per Cent per Annum payable on the [illegible]

Now the Condition of this Obligation is such that if the above bound Richard Johnston Esqr. his heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the above Named Pauyiah Chitty his heirs Executors Administrators or Assigns the full and just Sum of two hundred and Ninety One Star Pagodas and twenty four fanams together with such Interest as shall become due on the same, 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
J. Lammy
P. Lutchmanah

Richd. Johnston (L.S.)

A true Copy
Mr. Du Puy
Atty. Complainant

To all People to whom these presents shall come Greeting.
Whereas Richard Johnston of Fort St. George Inhabitant in and by
One Bond or Obligation bearing Date the Thirteenth day of December
Which was in the Year of Our Lord One thousand seven hundred and
Eighty five did become bound unto Paupiah Chitty of Madras Inhabitant
in the Sum of Two hundred and Ninety One Pagodas and twenty
four fanams Current Money of Madras Conditioned to be paid in
three Months from the Date thereof with Interest at the Rate of twelve
per Cent per Annum as by the said Bond and Condition thereof May
appear and whereas There is now due upon the said Bond the Sum of
three Hundred and forty One Pagodas thirty four fanams and forty seven
Cash for the Principal and Interest found upon the same Bond.
Now Know Ye that the said Paupiah Chitty for the like Sum
of three Hundred and forty One Pagodas thirty four fanams and
forty seven Cash to him in hand paid by Collah Singanah of Madras
Inhabitant at or before the Sealing and Delivery of these presents
the Receipt whereof he the said Paupiah Chitty doth hereby acknowledge
he the said Paupiah Chitty hath Assigned and set over and by these
Presents doth Assign and set over unto the said Collah Singanah the
said recited Bond or Obligation and the money thereon owing both Prin-
cipal and Interest thereupon Due and owing and which may
become due thereon and all his right and Interest in and to the
same and every part thereof and the said Paupiah Chitty for the
Consideration aforesaid hath made Constituted and appointed
and by these presents doth make Constitute and appoint the
said Collah Singanah his Executors and Administrators his
true and Lawfull Attorney and Attornies Irrevocably 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 Collah Singanah his Executors Administrators and

to ask require Demand and Receive of the said Richard Johnston his
Heirs Executors and Administrators the Money thereon to become or
be received and on receiving payment thereof he the said Collah Singanah
his heirs Executors and Administrators to sue for and Recover the
Same and on payment thereof the Delivery of the said Bond and
Give sufficient Releases and Discharges therefor and also one or more
Attorney or Attornies under him to Constitute and whatsoever the
said Collah Singanah or his Attorney or Attornies under him
shall Lawfully do in the premises The said Paupiah Chitty doth
hereby Allow and Affirm and the said Paupiah Chitty doth Covenant
with the said Collah Singanah that he the said Paupiah Chitty hath
not received nor will receive the said Money due or to become Due on the
said Bond or any part thereof Neither shall or will Release or Dis-
charge the same or any part thereof but will own and allow all
Lawfull Proceeding for recovery thereof he the said Collah Singanah
Saving the said Paupiah Chitty harmless of and from any Costs
that may happen to him thereby In Witness whereof the said
Paupiah Chitty hath hereunto set his hand and Seal in Madras
this twentieth May in the Year of Our Lord One thousand seven
hundred and Eighty Seven

[illegible] (L.S.)

Signed Sealed and Delivered
Where no Stamp Paper is to be had
in the Presence of

[illegible]

Attest
Alex. Du Puy
Attorney for the Compt.

Mayor's Court at Madrapatnam

Tuesday the [illegible] Day of July Anno Domini 1757

L.S.

Present

James Call Esquire Mayor

Edwd. Garrow and Josias Du Pré Porcher Aldermen

Mayor's Court

Between [illegible] Chetty by his Attorney [illegible] Inhabitant of Madras Complainant and [illegible] of Fort Saint George Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Compl'ts Bill which he has Neglected Doing This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three hundred and forty One Pagodas thirty four fanams and forty Cash or Pagodas 341.34.40 together with the Usual Interest [illegible] until full Payment and all the Costs of this Suit

Per Cur

Filed 21st May 1757

To the Honble the Mayor's Court at Madrapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator [illegible] Chetty of Madras Merchant That Charles Peckwell Lieutenant in the Honble Company's Service stands justly and truly Indebted unto Your Orator in the full and just Sum of Eighty One 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 two Pounds fourteen Shillings and three Pence as does more Particularly and at Large Appear by the Copies of an Account and three Exhibits Marked A B and C Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as Part of this his Bill of Complaint the Originals of which are in the Possession of Your Orator's Attorney and Ready to be produced when Your Orator shall by this Honble Court be thereunto Required. Your Orator further Sheweth that he hath frequently and in an Amicable manner Requested Payment of the said Sum of Eighty One Pagodas and thirty four fanams from the said Charles Peckwell

But now so it is may it Please this Honble Court the said Charles Peckwell Obstinately and Wilfully Refuses to pay the Sum so Requested Your Orator any manner of Satisfaction touching the Premises Your Orator therefore [illegible] Relief such as to this Honble Court shall Appear Reasonable Equity and Good Conscience To the End therefore that the said Charles Peckwell may upon his Corporal

Singular the Matters and things herein before set forth and alledged as fully truly and Effectually to all Intents and Purposes as if the same were here again repeated and Particularly Interrogated and That he may be Decreed to pay unto Your Orator the aforesaid Sum of Eighty One Pagodas and thirty five 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 Grant the said Charles Stechwell 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.

Fort Saint George
May 21st 1787
This Bill was shewn to me on the Day of Adjournment Let a Summons Issue Returnable the Next Court Day
Jno. Call
Mayor

T. Spencer
Attorney for Complt.

Dr. Charles Stechwell in Account Current with Patrick Scott Cr.

12.	To the Amount of Your Note of Hand	65	–	–	1787 May	15th	By Balance Due	81	35	–
9.	To Do. Your Accepted Bill	12	4	–						
1.	To Do. of a Bill	4	4	–						
		81	8	–						
	To Interest on Pags. 65 from 15th April to this day is 1 Month @ 12 pCent pr Ann	–	27	–						
	Pagodas	81	35	–			Pagodas	81	35	–

Fort Saint George 15th May 1787
E. E.
(Signed) Patrick Scott
A true Copy
T. Spencer

Star Pagodas 54 . . . . . Fort St. George 23 March 1787
Twenty One Days from this Date I promise to pay Mr. Patrick Scott or Order Fifty four Star Pagodas for Value Received by

Chas. Stockwell
Lieut.

Above Comp.
P. Spencer
Atty. Compl.

Lieut. Charles Stockwell	Dr.
To 2 Dozen Brandy	7 - -
To 1 Case Claret	11 - -
To 2 Baskets	- 4 -
Pagodas	18. 4. 0

Madras
9th April 1787

E. E. for Patrick Scott

Above Comp. Accepted Chas. Stockwell Lieut.
P. Spencer
Atty. Compl.

Lieutenant Stockwell	Dr.
To 3 Dozen Porter	9 - -
To 2 Baskets	- 4 -
Pagodas	9. 4. 0

Madras
1st May 1787

E. E. for Patrick Scott

Above Comp.
P. Spencer

Filed 9th June 1787

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

Between Patrick Scott of Madras Merchant Complainant and Charles Stockwell Lieutenant in the Hon.ble Company's Service Defendant

The Affidavit of Patrick Scott the above Named Complainant

This Deponent maketh Oath and saith that the above Named Defendant Charles Stockwell stands justly and truly indebted unto this Deponent in the full and just Sum of Eighty One Pagodas and Thirty four fanams Current Money of Madras as the same more Particularly Appear by the Copies of one Promissory Note and two Accounts hereunto Exhibits Marked A B and C Annexed to the Bill of Complaint.

Sworn at Madras
the 9th Day of June 1787
Before me
Jas. Call
Mayor

Patrick Scott

P. Spencer
Atty. Compl.

Mayor's Court at Madraspatnam } { Tuesday the 17th day of July Anno Domini 1787

L.S.

Mayor's Court

Present

James Call Esquire Mayor

William Webb and John Menzies

Aldermen

Between [illegible] of Madras Merchant Complainant and Charles [illegible] Lieutenant in the Honble Company's Service Defendant

It Appearing by the Records of this Court that the Attachment [illegible] has 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 Eighty One Pagodas and Thirty five fanams Pagodas 81.35 together with the [illegible] as [illegible] thereafter [illegible] until full payment is made also all Costs of this Suit.

[illegible]

---

filed 10th April 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Daniel McKenzie of Madras Inhabitant That Abraham Angel of the same Place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Eighty Nine Pagodas Seven fanams and fourteen 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 five Pounds Thirteen Shillings and Three Pence or thereabout as the [illegible] Particulars and Charge Appear by the Copies of an Account Current and Note of Hand hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as Part of this his Bill of Complaint, the Originals of which are in the Possession of Your Orator's Attorney and ready to be produced when Your Orator shall by this Honble Court be thereunto required. Your Orator further Sheweth that he hath frequently and in an Amicable Manner requested payment of the said Sum of Eighty Nine Pagodas Seven fanams and fourteen Cash from the said Abraham Angel.

But now will it Please this Honble Court the said Abraham Angel obstinately and wilfully refuses to pay the same nor [illegible] Your Orator any Manner of Satisfaction touching the Premises [illegible] Your Orator therefore prays [illegible] Relief [illegible] this Honble Court To the End [illegible] shall Appear agreeable to Equity and good Conscience therefore that the said Abraham Angel may upon his Corporal Oath full true direct and perfect Answer make to all and singular [illegible] hereinbefore stated and Alledged as

Sums were then again Repaid and Particularly Enumerated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Eighty Nine Pagodas, Seven Fanams and Fourteen 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 Hon.ble Court to Command the said Abraham Angell 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 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 —

Fort St. George
this 12th Day of April 1787 .

P. Spencer
Attorney Complainant

This Bill was shewn to me in the Day of Adjournment the Summons is fix'd returnable Next Court Day —

Jas. Call
Mayor

Dr. Abraham Angel in Account Current with Daniel McKenzie Cr.

					1787				
[illegible]	To Amount of Your Note of Hand of this Date	73.	22.	40.	March	31.	By Ballance Due	89.	7. 14.
[illegible]	To Interest on D.o to this day being 2 Y.s 11 M.o 6 d. at 12 p. Cent p. Annum	15.	21.	54.					
	Pagodas	89.	7.	14.			Pagodas	89.	7. 14.

Fort St. George
31st March 1787.
E. E. Rd. [illegible] of Daniel McKenzie

A true Copy
P. Spencer
Atty. Compl.t

I Abraham Angel Inhabitant of Madraspatnam Acknowledge to have borrowed and received of Mr Daniel McKenzie of the same Place Inhabitant the Sum of Sixty Nine Star Pagodas Thirty two fanams and forty Cash Lawfull Current Money of Madras Which said Sum I promise to pay to the said Mr Daniel McKenzie with the Interest at the Rate of twelve p Cent p Annum at fifteen Pagodas and Months in the Course of Two Months from the Date hereof— Witness my hand this thirtieth day of June 1755—

(Signed) Abraham Angel

William Brown
Witness present

A true Copy
P. Spencer
Atto Compl.t

Mayor's Court at Madraspatnam } { Tuesday the 5th Day of July Anno Domini 1757.

Present—

James Call Esquire Mayor
William Webb and John Menzies
Aldermen—

L.S.

Mayor's Court

Between Daniel McKenzie of Madras Inhabitant Complainant and Abraham Angel 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

---

Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Eighty Nine Pagodas seven fanams and fourteen Cash of Pagodas 89. 7. 14 together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit—

Per Cur

Filed 26th May 1757

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Daniel McKenzie of Madras Merchant that Abraham Angel of the same Place Merchant stands justly and truly Indebted unto Your Orator in the full and just Sum of Sixty Nine Pagodas thirty two fanams and forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty Seven Pounds Nineteen Shillings and Six Pence as the same more particularly and at large Appears by the Copy of a Note of hand hereunto Annexed and ready for the Inspection of this Hon.ble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint the Original of which is in the Possession of Your Orator's Attorney and ready to be Produced when Your Orator shall by this Hon.ble Court be thereunto Required Your Orator further Sheweth that he hath frequently and in an Amicable Manner requested payment of the said Sum of Sixty Nine Pagodas thirty two fanams and forty Cash from the said Abraham Angel—

But now so it is May it Please this—

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 Henry Lindsey may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Forty Nine Pagodas thirty two 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 Hon.ble Court to Cause the said Henry Lindsey 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.

T. Spencer
Attorney Complainant

Fort Saint George
Jan.y 26th 1787
This Bill was Shewn here in the time of Adjournment
Let a Summons Issue Returnable Next Court Day
Ja.s Call
Mayor

9

Mr. Henry Lindsey
To the following Gratuity Chits delivered You

Ens.n [illegible] Gratuity for March 1785	7.31.40
D.o ... D.o for December 1785	7.31.40
D.o ... D.o for January 1786	7.31.40
Lieut. Cowie ... D.o for November 1785	13.5.–
D.o ... D.o for October 1785	13.23.–
Pagodas	49.32.40

June 1786

E. E. Per Patrick Scott

True Copy
T. Spencer
Attorney Complainant

Filed 2d June 1787

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

Between Patrick Scott of Madras Merchant Complainant and Henry Lindsey of the same Place Merchant Defendant

The Affidavit of Patrick Scott the above Named Complainant

This Deponent Maketh Oath and Saith that

A

Indebted unto this Deponent in the full and Just Sum of Forty Nine Pagodas Thirty two fanams and forty Cash Current Money of Madras as does more particularly Appear by the Copy of an Account Annexed to the Bill of Complaint.

Affidavit [illegible]

Sworn at Madras
this 9th Day of June 1787
Before me
Jas. Call
Mayor

Patrick Scott

Mayor's Court at Madraspatnam } Tuesday the [illegible] Day of June Anno Domini 1787.

L.S.

Present
James Call Esquire Mayor
William Webb and John Menzies
Aldermen

Mayor's Court

Between Patrick Scott of Madras Merchant Complainant and [illegible] of the same place Merchant Defendant.

It Appearing by the Records of this Court that the Usual Rules having passed for the Defendant [illegible] Complainant's [illegible]

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 Nine Pagodas Thirty two fanams and forty Cash or Pag. 49.32.40 together with all such Interest as in Course shall become after become due thereon until full Payment is made and also all Costs of this Suit.

Per Cur.

Filed in Court the
25th May 1787

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Patrick Scott of Madras Merchant that [illegible] of the same place Merchant of [illegible] is justly and truly Indebted unto Your Orator in the full and Just Sum of One Thousand and Thirty Six Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for each Pagoda the Sum of Four hundred and fourteen Pounds and Eight Shillings as by more Particularly and at large Appears by the Copies of an Account Current and Mortgage Bond or Obligation hereunto Annexed for the Inspection of this Hon'ble Court and which Your Orator prays Might be Admitted as part of this his Bill of Complaint the Originals of which are in the Possession of Your Orator's Attorney and Ready to be produced when Your Orator shall be by this Hon'ble Court thereunto Required. Your Orator further Sheweth that the from the said Pulla Pillay Bagavandoo.

But now so it is may it please this Worshipful Court that the said Pulla Pillay Bagavandoo Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises. Your Orator therefore prays [illegible] Relief such as to this Worshipful Court shall appear agreeable to Equity and good Conscience. To the End therefore that the said Pulla Pillay Bagavandoo may upon his Corporal Oath full true direct and Perfect Answer make to all and singular the Matters and Things herein before set forth and alledged as fully truly and effectually to all intents and purposes as if the same were herein again repeated and particularly Interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of One Thousand and Thirty six 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 Worshipful Court to direct the said Pulla Pillay Bagavandoo to be summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and Territories thereof Personally to be and Appear before this Worshipful Court at a Certain time and Place to be by this Worshipful 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 Worshipful Court shall seem Meet.

P. Spencer
Attorney Complainant

Pulla pillay Bagavandoo in Acco.t Curr.t with Vennaigum [illegible]

To Amount of Your Madras Bond or Obligation of this date	1000 . .	1787 May	18	By Balance Due	1036 . .
To Interest on D.o from 1st Feb.y to this Day is [illegible] m.s 15 d.s @ 12 p C.t p Annum	36 . .				
Pagodas	1036 . .			Pagodas	1036 . .

Madras 18th May 1787

(Signed) E. E.

(Signed) [illegible] Vennaigum

A true Copy P. Spencer
Att.y Complainant

Know all Men by these Presents that I Pullypilla Bagavanaloo of Madras Renter of [illegible] am held and firmly bound unto Venaigum Modelliar of Madras [illegible] in the Penal Sum of Two Thousand Pagodas Current Money of Madras to be Paid to the said Venaigum Modelliar his Executors Administrators and Assigns to which Payment well and truly to be made I do bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and Dated at Madras this first Day of February One thousand seven hundred and Eighty [illegible]

Whereas the above bound Pullypillay Bagavanaloo hath borrowed and received of the abovenamed Venaigum Modelliar the full and just Sum of One Thousand Star Pagodas Current Money of Madras at the Rate of Interest of twelve (12) per Cent per Annum and payable in Three Months from the date hereof and Whereas for securing the Repayment of the same at the time above mentioned the said Pullapillay Bagavanaloo hath Covenanted and Agreed that in case of any Default in such Payment it shall be lawful for the said Venaigum Modelliar to [illegible] in the [illegible] Mayor's Court for the said [illegible] and that in case of Default being made in the Payment of the said One thousand Pagodas and Interest [illegible] may be at liberty to [illegible] for the same in the said [illegible] Court and [illegible] as further security [illegible] and [illegible] the said Venaigum Modelliar his Heirs Executors Administrators and Assigns a certain Upstair Dwelling House and Ground now occupied by the said Pullapillay Bagavanaloo situated in [illegible] in the Town of Madras [illegible] together with all the Appurtenances thereto belonging and also a Certain [illegible] called the Cottah [illegible] of the [illegible]

[illegible] Sum of One thousand six Hundred and fifty Star Pagodas together with the Bill of Sale of the said House and all the Furniture, Apparel and [illegible] and all other Appurtenances Whatever belonging unto her To hold the said House and Ground called the Cottah and all other the Premises unto the said Venaigum Modelliar his Heirs Executors Administrators and Assigns immediately from and after Default shall be made of the said Payment for ever with liberty to the said Venaigum Modelliar immediately upon such default to enter upon take Possession and dispose of the said Premises either by Public Sale or Otherwise as he may think Proper and pay himself out of the Proceeds of such Sale without the Lett or hindrance of the said Pullapillay Bagavanaloo his Heirs Executors Administrators or Assigns

Now The Condition of this Obligation is such that if the said Pullypilly Bagavanaloo his Heirs Executors or Administrators do and shall well and truly pay or Cause to be paid unto the said Venaigum Modelliar his Heirs Executors Administrators or Assigns the full and just Sum of One thousand Star Pagodas (1000) and the Interest that shall become due on the time above mentioned or in case of default in such payment then the said Pullapillay Bagavanaloo his Heirs Executors Administrators and Assigns shall peaceably and quietly surrender and Yield up the full and quiet Possession of the said Dwelling House Ground and Premises to the said Venaigum Modelliar his Heirs Executors Administrators or Assigns to be by him or them sold and disposed of as they may think Proper for the Repayment of the said Sum of Money then the above Obligation to be Void and of no Effect otherwise to be and remain in full force and Virtue

[illegible]

Signed Sealed and Delivered
Where no Stamped Paper to be had }
in the Presence of ....
[illegible]

A true Copy
J. Spencer
[illegible]

Mayor's Court at Madraspatnam } { Tuesday the 2[illegible] of [illegible] Anno Domini 1737

L.S.

Mayor's Court

Present ——

James Hall Esquire Mayor

Edw.d John Holland and Andrew Rob.t

Aldermen ——

Between [illegible] of Madras Merchant Complainant and [illegible] of Madras [illegible] Defendant.

The Defendant Appear'd by his Attorney Mr Edward Ellis and Acknowledging the Justice of the Complainant's Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand and Thirty Six Pagodas [illegible] Pag.s 1036 - together with the Interest [illegible] as now is or shall hereafter become due thereon until full payment be made also all Costs of this Suit ——

[illegible]

Filed 12th Mar 1737 -

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator [illegible] of Madras Merchant That Peter Massey [illegible] of Madras Merchant stands justly and truly Indebted unto Your Orator in the full and just Sum of Six hundred and Twenty four Pagodas and forty [illegible] 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 [illegible] [illegible] and Nineteen Shillings or thereabouts as more Particularly and at large Appears by the Copies of [illegible] Bond or Obligation [illegible] for the [illegible] of this Hon.ble Court and which Your Orator prays may be Admitted as part of this their Bill of Complaint the Original of which [illegible] in the Possession of Your Orator's Attorney and ready to be produced when Your Orator shall be thereto by this Hon.ble Court [illegible] Your Orator further Sheweth That they have frequently and in [illegible] amicable Manner requested payment of the said Sum of Six hundred and twenty four Pagodas and forty [illegible] fanams from the said [illegible]

But now so it is May it Please this Hon.ble Court the said [illegible] and Wilfully [illegible] Your Orator [illegible] for [illegible] Relief [illegible] this Hon.ble Court shall appear Agreeable to Equity [illegible] To the End therefore that the said Peter [illegible] things herein before set forth and alledged as fully truly and effectually to all Intents and purposes as if the same were herein again repeated and particularly Interrogated and that the said [illegible] may be decreed to pay unto Your Orator the aforesaid Sum of six hundred and seventy four Pagodas and forty One fanams together with Interest thereon due and now shall hereafter become due thereon and also all Costs of this Suit —

May it Please Your Honble Court to Grant unto the said Peter Massey Captain [illegible] Summons and Process [illegible] the Sheriff of Fort Saint George Town of Madrasapatnam and the [illegible] 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 this Honble Court shall seem Meet.

Fort St George March 19th 1787

J. Spencer
Attorney Complainant

The Bill as above drawn is in the
usual form and Let a Summons
issue if it Please [illegible]
Your Honourable the Court May —

Jas. Call
Mayor

Dr Peter Massey Captain in Acct. Currt. with Jagannada Jauket Venanada & Jauked — Cr.

		Pags.						Pags.		
	To Amount of Your Mortgage Bond or Obligation of this Date	1000	.	.	1786 April 10th	By Cash Received in Part		400	.	.
						By Do. Do.		.	33	″
	To Interest on Do. from 10th April 1786 to this day being 1 Year and 12 Days @ 12 Per Cent per Annum	126	.	.		By Interest on 400 Pags. from 10th April 1786 to this Day is 1 Year and 12 Days @ 12 per Cent per Annum		50	13	″
								451	5	″
					1787 April 22d	By Balance Due		674	41	.
	Pagodas	1126	.	.		Pagodas		1126	″	″

Madras 28th April 1787
E. E. [illegible]
Signed
Signed

A true Copy
P. Spencer
Atty Complt

Know all Men by these Presents that I Peter Mahon Cassin of Madras Merchant am held and firmly bound unto Lagamnadah Tanker and Veeranadah Tanker aforesaid in the penal Sum of Two Thousand Star Pagodas to be paid unto the said Lagamnadah Tanker and Veeranadah Tanker their Executors Administrators or Assigns to which payment well and truly to be made I bind myself my Heirs Executors Administrators and Assigns firmly by these presents. Witness whereof I have hereunto set my hand and seal in Madras this tenth Day of April 1786 One thousand seven hundred and Eighty six.

Whereas the above bound Peter Mahon Cassin hath Borrowed and Received of the above named Lagamnadah Tanker and Veeranadah Tanker the full and just Sum of One thousand Star Pagodas bearing Interest at the rate of twelve per Cent per Annum and payable in six Months from the Date hereof and for the better Securing the true Performance of these Presents the said Peter Mahon Cassin hath deposited with and Mortgaged to the said Lagamnadah Tanker and Veeranadah Tanker the following Papers of Value Viz.t

A Bill of Sale from the Villagers of Chingleput to Mr. Thomas Lane bearing date 6th Feby 1783 and another Bill of Sale from the said Thomas Lane of the Villages to the aforesaid Peter Mahon Cassin bearing Date the 21st Feby 1785 and also a Bond from the Nabob to Major Peter Davidson bearing date the [illegible] June 1782 for the principal Sum of five thousand Star Pagodas payable [illegible] Years after date with Interest at the rate of [illegible] per Cent per Annum.

Now the Condition of this Obligation is such that if the above Bound Peter Mahon Cassin his Heirs Executors Administrators or Assigns shall and do well and truly pay or cause to be paid

Tanker their Heirs Executors Administrators or Assigns the full and just Sum of One thousand 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 Stamp'd Paper is to be had) in the Presence of —

P. M. Cassin (L.S.)

A true Copy
T. Spencer
Atty. Complainants

Mayor's Court at Madrapatnam } Tuesday the 24th Day of July { Anno Domini 1787.

(L.S.)

Mayor's Court

Present

James Call Esquire Mayor
Edw. John Holland and Andrew Ross
Aldermen

Between Lagamnadah Tanker and Veeranadah Tanker of Madras Merchants Complainants and Peter Mahon Cassin of same Place Merchant 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 [illegible] this Court

Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Six hundred and Twenty four Pagodas and forty One fanams (Pagodas 624.41.) together with all such Interest as now is or shall thereafter become due thereon untill full payment be made also all Costs of this Suit.

D. Curr

Filed the 5th June 1787 in Court

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

Humbly Complaining Sheweth unto this Hon^ble^ Court Your Orator Sungaranly Veeder Cunnagaly Vedear by his Attorney Emanuel Luis Andrews of Madras Inhabitant that Varenungelly Tolliam Tungadala Pillah of the same Place Inhabitant stands indebted unto Your Orator in the full and just Sum of Six Hundred and twenty seven Pagodas and fifteen 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 fifty Pounds and Nineteen Shillings or thereabouts as will more fully and at large appear by Copy of an Account Current Copy of the Translation of a Mortgage Bond given and Granted unto Your Orator on the thirteenth day of March One Thousand Seven Hundred and Eighty five by the said Varenungelly Tolliam Tungadala Pillah and also by Copy of an Assignment thereunto Annexed for the Inspection of this Hon^ble^ Court all which Your Orator prays may be Admitted as part of this his Bill of Complaint And whereas Your Orator hath frequently and in a friendly Manner Requested Payment of the said S

Twenty Seven Pagodas and fifteen fanams from the said Varenungelly Tolliam Tungadala Pillah

But now so it is May it Please this Hon^ble^ Court the said Varenungelly Tolliam Tungadala Pillah Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Hon^ble^ Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Varenungelly Tolliam Tungadala Pillah may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things hereinbefore Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Six Hundred and Twenty Seven Pagodas and fifteen fanams together with all Such Interest as now is or shall thereafter become due thereon also all Costs of this Suit.

May it Please this Hon^ble^ Court to Grant unto the said Varenungelly Tolliam Tungadala Pillah the Summons and Precept Requiring the Sheriff of Fort Saint George Town of Madraspatnam and the Defendant 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.

D. Curr
Att^y^ Compl^t^

said Sum of Five Hundred Pagodas Conditioned to be paid on
Demand with Interest at the Rate of Twelve per Cent per Annum
as by the said Mortgage Bond and Condition thereof fully appear
and Whereas there is now due upon the same Mortgage Bond
the Sum of Six hundred and Twenty Seven Pagodas and fifteen
fanams Current Money of Madras for the Principal and Interest
of the said Mortgage Bond. Now Know Ye that the said Tunga-
raulty Mootoo Comarapah Moodeliar for a Valuable Consideration
to him in hand paid by Emanuel Luis Anderson of the aforesaid
Inhabitant at or before the Sealing and Delivery of these presents the
Receipt whereof he the said Tungaraulty Mootoo Comarapah Moodeliar
doth hereby Acknowledge he the said Tungaraulty Mootoo Comarapah
Moodeliar hath Assigned and set over and by these presents doth
Assign and set over unto the said Emanuel Luis Anderson the said
Mortgage Bond and the Money or Amount Principal and
Interest thereupon due and owing and which become due thereon and
all his Right and Interest of in and to the same and every part
thereof and the said Tungaraulty Mootoo Comarapah Moodeliar for
the Consideration aforesaid hath made Constituted and Appointed
and by these presents doth make Constitute and Appoint the
said Emanuel Luis Anderson his Executors and Administrators
his true and Lawfull Attorney and Attornies Irrevocable for him
and in his Name and in the Name and Names of his Executors
and Administrators but for the sole and proper use and benefit
of the said Emanuel Luis Anderson his Executors Administrators
and Assigns to ask Require demand and Receive of the said
Yaroongully Tellavoorengadal Pillai his Heirs Executors and
Administrators the Money due and to become due on the said
Mortgage Bond and on receiving Payment thereof he the said Emanuel

Recover the same and on Payment thereof to deliver up the said Mortgage
Bond and give Sufficient Release and discharge therefor and one or more
Attorney or Attornies under him to Constitute and whatever the said
Emanuel Luis Anderson or his Attornies under him shall Lawfully
do in the Premises the said Tungaraulty Mootoo Comarapah Moodeliar
doth hereby Allow and Affirm and the said Tungaraulty Mootoo
Comarapah Moodeliar doth Covenant with the said Emanuel
Luis Anderson that he the said Tungaraulty Mootoo Comarapah
Moodeliar hath not Received nor will Receive the said Money due
or to become due on the said Mortgage Bond or any part thereof but
will own and allow of all Lawfull Proceedings for the Recovery
thereof he the said Emanuel Luis Anderson saving the said Tunga-
raulty Mootoo Comarapah Moodeliar harmless and from
any Costs that may happen to him thereby In Witness whereof
the said Tungaraulty Mootoo Comarapah Moodeliar hath hereunto
set his hand and Seal in Madras this fourteenth day of May in the
Year of Our Lord One Thousand Seven hundred and Eighty Seven

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

(L.S.)

Wm Cory
M. Du Puy
Attorney Complainant

Mayor's Court at Madraspatnam } { Tuesday the 14th Day of June Anno Domini 1757.

L.L.

Present

James Call Esquire Mayor

Sir John Menzie — George Savage and Andrew Ross — Aldermen

Mayor's Court

Between [illegible] Merchant [illegible] Emmanuel [illegible] of Madras Inhabitant Complainant and Vencatramiah [illegible] of the same place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justice of the Complainant's Demand, This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Six hundred and twenty Seven Pagodas and fifteen fanams Pag^s 627. 15. together with all such Interest as is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit —

Per Cur.

Filed 14th June 1757 —

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

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator [illegible] Bramany of Madras Merchant that [illegible] Ramiah and [illegible] Vencatramiah both 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 fourteen Pagodas Thirty two fanams and Sixty 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 Four hundred and and forty five Pounds fourteen Shillings and Nine Pence as therein [illegible] will more fully and at large appear by the Copies of an Acknowledgement with the Power to sue in the Hon^ble Court and an Account Current hereunto Annexed for [illegible] Court and [illegible] of this Hon^ble Court 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 and Ready to be produced to this Hon^ble Court when he shall be thereunto required and Your Orator further Sheweth unto this Hon^ble Court that he hath frequently and in Amicable Manner requested Payment from the said [illegible] Ramiah and [illegible] Vencatramiah of the said Sum of One thousand One hundred and fourteen Pagodas thirty two fanams and Sixty Eight Cash —

But now so it is May it Please this Hon^ble Court that the said [illegible] Ramiah and [illegible] Vencatramiah Unjustly and wilfully Refuse to pay the same or give Your Orator any Manner of Satisfaction touching the [illegible]

To the End therefore that the said Puchalam Seeta Ramiah and Pundapandy Vencataramiah 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 hereagain Repeated and Particularly interrogated and that they May be Decreed to payment to Your Orator the aforesaid Sum of One Thousand One hundred and fourteen Pagodas thirty two fanams and Sixty Eight Cash together with the Interest now due or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Hon.ble Court to Grant unto the said Puchalam Seeta Ramiah and Pundapandy Vencataramiah to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Hon.ble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand and abide by such Order and Decree thereon as to this Hon.ble Court shall Seem Meet.

P. Walker
Attorney for Compl.t

This Bill was shewn to me between
e Days of Adjournment the Summons
sued Returnable the Next Court Day
ort St George June the 1st 1787

Jas. Call
Mayor

Borrowed and Received of Avadanum Paupiah
Bearing the Sum of Three Thousand Pagodas Current Money of
Madras which Sum We promise to pay to him or his Order in Sixty
Days from the Date hereof With Interest at the Rate of

[illegible] Amount in default of payment We do hereby Agree and Consent to Suffer in the Hon.ble the Mayor's Court and Answer the Debt as Witness Our Hands in Madras this 26th Day of November 1785.

[illegible]

Pagodas 3000

Witness

[illegible]

A true Copy

P. Walker
Atty for Complainant

---

rchalam Seeta Ramyah and Pundapandy Vencataramyah
n Account Current with Avadanum Paupiah Cr.

	Pag.	Fa.	Ca.	Date			Pag.	Fa.	Ca.
To Amount of the Promissory Note for 3000 Pagodas which became due to the Orator	2500	-	-	1786 Jany 31	By Cash and Bills		771	24	-
				Feby 22	By Cash received in part from Cristnaswamy		500	-	-
					By Cash received	360			
					Paid to Mudia	70	240	-	-
To Interest on Ditto from 26th Nov to this Day is 1 Yr 6 Months at 12 per Cent per Annum	454	7	40				1511	24	-
				1787 May 31	By Interest on the above Sums from their respective dates at 12 per Cent per Annum Viz.				
					On Pag. 771.24 from 31 Jany 1786 to this Day 1 Yr 4 M is Pag. 123.24				
					On 500 from 22 Feby to Ditto being 1 Yr 3 M and 9 Days	84.12			
					On 240 from Ditto to Ditto in 2d Do	40.33.24	247	25	52
							1759	14	52
					By Balance		1114	32	68
Pagodas	2954	7	40		Pagodas		2954	7	40

Fort St George 1st June 1787
E. E.

A true Copy
P. Walker
Atty for Compl.t

Mayor's Court at Madraspatnam } { Tuesday the [illegible] of [illegible] Anno Domini 1757

L.S.

Mayor's Court

Present

James Call Esquire Mayor

Sir John Menzies — George Savage and

Andrew Ross — Aldermen

Between [illegible] Brammany of Madras Merchant Complainant and [illegible] Substituted Defendant.

It Appearing by the Record of this Court that the Usual Rules have passed for the Defendant to Answer the Complainant's Bill which he has not [illegible] 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 fourteen Pagodas Thirty two fanams and Sixty Eight Cash, Pagodas 1114..32..68 together with all Interest as is now or shall hereafter become due thereon until full payment is made & also all Costs of this Suit.

Per Cur.

Filed 14th June 1757

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

The Petition of Charles Ingles

Sheweth

That Your Petitioner being desirous to practice as an Attorney in Your Hon'ble Court he humbly Solicits permission to Act in that Capacity.

Your Petitioner is well known to many Gentlemen in this Settlement and he is hopeful that by the Exertion of his best Abilities he will give Satisfaction to Your Hon'ble Court if he should be so fortunate as to be [illegible] this Petition and as in duty bound shall ever pray.

Fort St. George
14 June 1757

Chas. Ingles

Filed the 24 June 1757

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

Hon'ble Sirs

In pursuance of Your [illegible] [illegible] Commands to Your Hon'ble Court and hope that a [illegible] appointed as soon as possible.

Fort St. George

I am Hon'ble Sirs

the 17th August 1787.

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

Humbly Complaining sheweth unto this Hon'ble Court Your Orator Sayapah Moodaly of Madras Inhabitant one of the Executors named in the last Will and Testament of [illegible] Naick Deceased that Cunnacummal of Madras Inhabitant stands justly and truly Indebted unto Your Orator in the full and just sum of Eight hundred and twenty Pagodas and fifteen fanams 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 forty Eight Pounds as will more fully and at large appear by the Copies of an Agreement or Obligation and a Memorandum 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 Cunnacummal of the said sum of Eight hundred and twenty Pagodas and fifteen fanams.

But now so it is may it Please this Hon'ble Court the said Cunnacummal Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction [illegible] Your Orator therefore prays [illegible] as to this Hon'ble Court shall Appear Agreeable to Equity and Good Conscience to be Ordered therefore that the said Cunnacummal may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and Things herein [illegible]

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 Eight hundred and twenty Pagodas and fifteen fanams.

May it Please this Hon'ble Court to Cause the said Cunnacummal to be Summoned and required by the Sheriff of Fort St. George Town of Madrapatnam and the Districts thereof personally to be and Appear before this Hon'ble Court at a Certain time and place to be by this Hon'ble Court prefixed and Appointed then and there to Answer the Your Orator's Bill of Complaint and further to stand to and Abide by such Order and Decree therein as to this Hon'ble Court shall seem Meet.

Chas. Baker
Compl.ts Attorney

Madras 17th 1787.
This Bill was shewn to me in the day [illegible] let a Summons issue returnable on the next Court Day.
Jas. Call
Mayor

Translation of an Agreement Dated 13th November 1786.

Cunnacummal do give this Agreement to [illegible] Sayapah Moodaly one of the Executors of [illegible] Naick of Madras [illegible] having not Discharged the Mortgage Bond given by him on the [illegible] April 1775 for the sum of Four hundred and Seventy five Pagodas at [illegible] in Consequence [illegible] to Discharge the 475 Pagodas the Contents of the above Mortgage Bond [illegible] of the above Mortgage Bond with Interest in the space of Six Months [illegible]

156

Filed the 25th Augst 1787

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

Humbly Complaining sheweth unto this Hon'ble Court Your Orator Vencatapermaul Rama Swamy of Madras Inhabitant that Vistnachella Pillah Jaungapah of the same place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Six thousand four hundred and sixteen Pagodas Twenty Nine fanams and Fifty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two thousand Six hundred and Six Pounds Thirteen Shillings and three Pence or thereabouts as will More fully and at large Appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Hon'ble Court which Your 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 when Your Orator shall by this Hon'ble Court be thereunto required Your Orator further Sheweth unto this Hon'ble Court that the said Vistnachella Pillah Jaungapah by his certain Mortgage Bond or Obligation bearing date the Twenty Seventh day of September which was in the Year of Our Lord One thousand Seven Hundred and Eighty Two became Bound and held firmly bound to be paid unto Your Orator the Sum of Ten thousand One hundred and Seven Pagodas Six fanams and Twenty five Cash as will more fully and at large Appear by a Copy of the said Mortgage Bond or Obligation hereunto Annexed for the Inspection of this Hon'ble Court Which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint the Original of which is in Your Orators Possession and ready to be produced whenever

(157)

this Hon'ble Court that in the Charter Granted by his late Majesty George the Second to the Hon'ble the United Company of Merchants of England Trading to the East Indies bearing date the Sixth day of January which was in the Year of Our Lord One thousand Seven Hundred and fifty Three it is Expressly declared and provided that it shall and May be Lawfull for this Hon'ble Court to hear and determine all Civil Suits Actions or Pleas between any of the Indian Natives that shall or may arise or happen within the Town of Madrapatam or within any of the Factories Subject or Subordinate to Fort Saint George Provided that both parties shall by consent submit the same to the determination of this Hon'ble Court Your Orator further Sheweth unto this Hon'ble Court that in the said Mortgage Bond or Obligation is inserted a Clause by the Consent and Agreement of the said Vistnachella Pillah Jaungapah which is in every respect Conformable both in Letter and Spirit to that part of his late Majesty's Charter respecting Indian Natives herein before Recited by which Your Orator is Enabled and rendered fully Competent and legally Qualified to prosecute this Your Orator's Suit in this Hon'ble Court against the said Vistnachella Pillah Jaungapah Your Orator further Sheweth unto this Hon'ble Court the said Vistnachella Pillah Jaungapah hath not nor hath any person 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 Money due and owing on the said Mortgage Bond or Obligation Your Orator further Sheweth unto this Hon'ble Court that he hath frequently and in a Civil Manner requested payment from the said Vistnachella Pillah Jaungapah of the said Sum of Six thousand four hundred and sixteen Pagodas Twenty Nine fanams and Fifty Cash

But now so it is may it please this Hon'ble Court

Wilfully refuse to pay the same or to give Your Orator any manner of satisfaction touching the Premises, Your Orator therefore prays such relief Such as to this Honble Court shall appear agreeable to Equity and Good Conscience. To the End therefore that the said Tichnachella Pellah Taumapah May upon his Corporal Oath, full, true, direct and perfect Answer make to all and singular the Matters and things herein before Alledged and Charged as fully truly perfectly and Effectually to all Intents and purposes as if the same were here again repeated and Particularly Interrogated, and that he may be Decreed to pay unto Your Orator the said Sum of Six Thousand Five hundred and Sixteen Pagodas, Twenty Nine fanams and fifty Cash with all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Grant Tichnachella Pellah Taumapah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrapatnam and the district thereof personally to be and Appear before this Honble Court at a certain Time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand and abide by such Order and Decree herein as to this Honble Court shall seem Meet.

Fort St. George
the 25th day of August 1757.

T. Spencer
Atty. Complainant

This Bill was then drawn
Between the days Adjournment
till a Summons is further
returnable the Next Court Day.

Jas. Call
Dy. Mayor

Dr. Tichnachella Pellah Taumapah in Acct. Curr.
with Vasuntapooram Rama Sawmey

1752 Sept.	27	To Cash lent on Mortgage Bond	4107. 6. 15	1757 Augt. 18	By Balance due ... 6516.29
		To Interest on P. 4107. 6. 75 from 27 Sept. 1752 to 17 Augt. 1757 is 4. 10. 20 @ 12 p. Cent per Annum	2409.22.35		
		Pagodas	6516.29.50		Pagodas 6516.29

Fort St. George 18th August 1757
Errors Excepted
(Signed) Vasuntapooram Rama Saw
A true Copy
T. Spencer
Atty. Compl.

Know all Men by these presents that I Tichnachellam
Pellah Taumapah of Madras Inhabitant am held and firmly bound
Vasuntapooram Rama Sawmey of the same place Inhabitant in
penal Sum of Eight Thousand Two hundred and fourteen Current Pag
thirteen fanams and twenty Cash to the payment whereof well and
truly to be made to the said Rama Sawmey his heirs Executors
Administrators or Assigns, I do hereby bind myself my heirs Execut
and Administrators firmly by these presents and in case of failure
Payment of the said Sum or any part thereof or touching the fore
in dispute that may arise thereupon I do hereby Consent and Agree that
all be submitted to the Decision of the Mayor's Court of Madras
and finally to abide by such award, Judgment or Decree as th
shall make in the premises In Witness whereof I have hereunto

160

September One thousand Seven hundred and Eighty five

Whereas the above bound Chinnachellum Pillay Zamapah hath borrowed and received of the above Named Veeraragavan Rama Swamy Pilla the full and just Sum of Four Thousand One hundred and Seven Current Pagodas Six fanams and Twenty five Cash to be Repaid with Interest at the rate of Twelve per Cent per Annum at the end of Six Months from the Date hereof and for securing the payment thereof I [illegible] hereby Mortgage Transfer and Deliver and by these presents do [illegible] Transfer and Deliver and by these presents the aforesaid Chinnachellum Pillay Zamapah unto the said Rama Swamy Pilla the Two Bills of Sale of my Ground and a Bill of Sale of Another Ground Mortgaged to me One situated at the said Pillay near Saint Thomas Measuring in Length from East to West on the North side [illegible] hundred and Sixty feet on the South side Five hundred and Ninety feet and in Breadth from North to South on the East Side Five hundred and Thirty feet and on the West Side Four hundred and Twenty Feet. Another Piece of Ground adjoining Measuring in Length from East to West on the North side Four hundred and [illegible] feet on the South Side Four hundred and Twenty five feet and in Breadth from North to South on the East side One hundred and [illegible] Eight feet and on the West side One hundred and Twenty feet which Ground Contains [illegible] and forty three Square [illegible] Another Ground situated at the said Pillay near Saint Thomas Measuring from North to South on the East side Nine hundred and Twenty feet on the West side One thousand One hundred and Twenty feet and in Breadth from East to West on the North side One thousand and Twenty feet and on the South Side Four hundred and [illegible] feet which Contains Three hundred and Twenty five [illegible] and Ground Situated at [illegible] [illegible] [illegible] Betwixt the Grounds of [illegible] [illegible] Containing in Length from East to West [illegible] hundred and [illegible] feet and Breadth from North to South at the East end forty One feet and a half and at the West end Forty One feet and in Case of failure of Payment at the expiration of the said Six Months I do hereby give full Power and [illegible]

161

to the said [illegible] to Sell or Dispose of the said Mortgaged Ground &c. at Public Outcry and if the Disposal of the said Ground &c. if they should Sell for a Less Sum than the Amount of the Principal and Interest of my Bond to him that I will pay him the Difference and in Case the said Premises should sell for more he is to pay me the Difference the full Purport and Meaning hereof having been fully and Clearly Explained to me before Signing and Sealed the Same.

Now the Condition of this Obligation is such that if the above bound Chinnachellum Pillay Zamapah his Heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto the said Veeraragavan Rama Swamy Pilla his Heirs Executors Administrators and Assigns the full and just Sum of Four Thousand One hundred and Seven Current Pagodas Six fanams and Twenty five Cash together with such Interest as shall or may become due thereupon then this Obligation to be void & of no Effect otherwise to Remain Continue in full Force and Virtue.

Signed Sealed and Delivered (Signed) Zamapah (L.S.)
When no stamped Paper is to be had
in the presence of

A true Copy
P. Spencer
[illegible] Complainant

Mayor's Court at Madraspatnam } { Tuesday the 23d Day of [illegible] Anno Domini 1787

L.S.

Mayor's Court

Present

James Call Esquire Mayor

Edward Garrow and Robert Ewing Aldermen

Between [illegible] Rama Swamy of Madras Inhabitant Complainant and [illegible] of the same place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainant's Demand The Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that The Defendant shall pay unto the Complainant the full and just Sum of Six Thousand Five Hundred and Sixteen Pagodas Twenty Nine fanams and Fifty Cash or Pagodas 6516.29.50 together with the Legal Interest accruing thereon from the [illegible] until full payment be made and also all Costs of this Suit.

Per Cur.

Filed 9th June 1787

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator [illegible] of Madras Merchant that William Stewart Captain in the Hon'ble East India Company's Service Stands indebted unto Your Orator in the full and just Sum of One Thousand Six hundred and Sixty 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 Six hundred and Sixty Six Pounds as will more fully and at large appear by the Copy of a Certain Bond or Obligation and hereunto Annexed for the inspection of this Hon'ble Court; And Your Orator further Sheweth unto this Hon'ble Court that he hath often frequently and in a friendly Manner requested the Payment from the said William Stewart of the said Sum of One Thousand Six hundred and Sixty five Star Pagodas.

But now so it is and may it please this Hon'ble Court the said William Stewart obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a Summons and Relief such as to this Hon'ble Court shall appear agreeable to Equity and Good Conscience. To the End therefore that the said William Stewart may upon his Corporal Oath full true direct and perfect Answer make unto all and Singular the Matters and things hereinbefore set forth and alledged as fully truly and Effectually as if the same were herein again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One thousand Six hundred and Sixty five Star Pagodas [illegible]

May it Please the Hon'ble Court the Complainant prays that Arthur Stewart be Summoned and Required by the Sheriff of the Town of Madraspatnam and the District thereof to Appear before this Hon'ble Court to Answer and [illegible] to this Hon'ble Court [illegible] Orator's Bill of Complaint and further to stand and abide such Order and Decree as to this Hon'ble Court shall seem Meet.

Fort Saint George 1787.

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

J. Walker
Atty for Compl.t

Jas. Call
Mayor

Know all Men by these Presents that I Arthur Stewart Captain in the Hon'ble Company's Service am held and firmly bound unto Erskine Simmo [illegible] of Madras [illegible] in the Penal Sum of Three Thousand Star Pagodas to be paid unto the said Erskine Simmo his certain Attorney Executors Administrators or Assigns to which payment well and truly to be made I 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 fourth day of July in the Year of our Lord One thousand Seven Hundred and Eighty Six.

Whereas the above bound Arthur Stewart is Indebted to the above Named Erskine Simmo in the full and Just Sum of Fifteen Hundred Star Pagodas to bear Interest at the Rate of twelve p. Cent per Annum And payable Upon Demand.

Now the Condition of this Obligation is such that if the above bound Arthur Stewart his heirs Executors or Administrators shall well and truly pay or Cause to be paid unto the said Erskine Simmo his heirs Executors Administrators and Assigns

With such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue.

Signed Sealed and Delivered
(where no Stamped paper is to be had)
in the Presence of
Henry Harris
M.D.
Rob.t Cameron

Arthur Stewart (L.S.)

A true Copy
J. Walker
Atty for Compl.t

Capt.n Arthur Stewart in Account Current with Erskine Simmo

Dr.		1787		Cr.	
To Amount of Your Bond of this Date	1500	June 4		By Balance due	1665
To Interest thereon from the above Date to this Day being 11 Months at 12 p. Cent p. Annum	165				
Pagodas	1665			Pagodas	1665

Fort S.t George 4.th June 1787
Errors Excepted
p. Erskine Simmo

A true Copy
J. Walker
Atty for Compl.t

Mayor's Court at Madraspatnam } { Tuesday the 2[illegible] Day of August Anno Domini 1757

(L.S.)

Present

James Call Esquire Mayor

Edward Carron and Robert Ewing Aldermen

Mayor's Court

Between [illegible] of Madras Merchant Complainant and [illegible] in the Hon^ble East India Companys Service 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 to Order and Decree and do accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One thousand six hundred and sixty five Star Pagodas Star Pagodas 1665 together with the usual Interest [illegible] until full payment [illegible] this Suit.

Per Cur.

Filed in Court the 14 December 1756

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

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator [illegible] by his Attorney Daniel Mac Kenzie of Madras Inhabitant that [illegible] of the same place Inhabitant stands Indebted unto Your Orator in the full and just Sum of Nine hundred and twenty two Pagodas and [illegible] fanams 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 Eighty eight Pounds and Eighteen Shillings [illegible] as will more fully and at large Appear by an Account [illegible] Current Copy of the Translation of a Mortgage Bond given and granted unto Your Orator by [illegible] and the [illegible] the said [illegible] without having discharged the said Bond or any part thereof [illegible] Bearing date the Twenty fifth day of January One thousand [illegible] with Interest at the [illegible] hundred and twenty [illegible] payable on Demand [illegible] rate of twelve per Cent per Annum and also by Copy of an Assignment [illegible] for the Inspection of this Hon^ble Court [illegible] Your Orator prays may be deemed as part of this his Bill of Complaint And Whereas Your Orator hath frequently in an Amicable manner requested payment of the said Sum of Nine hundred and twenty two Pagodas and [illegible] fanams from the said [illegible]

But now so it is May it please this Hon^ble Court the said [illegible] obstinately and wilfully refuses to pay the same [illegible] Your Orator any manner of Satisfaction [illegible] Premises Your Orator therefore prays [illegible] this Hon^ble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said [illegible] may upon his Corporal

Mayor's Court at Madraspatnam } Tuesday the 23d Day of August Anno Domini 1757

(L:S:)

Present ____

James Call Esquire Mayor

Edward Carrow and Robert Ewing Aldermen ____

Mayor's Court

Between [illegible] of Madras Merchant Complainant and Arthur [illegible] [illegible] in the Hon.ble East India Company's Service 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 Six hundred and Sixty five Star Pagodas Star Pagodas 1665 together with the Usual Interest as is or shall become due thereon until full payment be made and also the Costs of this Suit

Per Cur

Filed in Court the 4th Decem.r 1756

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator [illegible] Chitty by his Attorney Daniel Mackenzie of Madras Inhabitant that Cundapen of the same place Inhabitant stands Indebted unto Your Orator in the full and just Sum of Nine Hundred and Twenty two Pagodas and Seven fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Three Hundred and Eighty eight Pounds and Eighteen Shillings or thereabouts as will more fully and at Large Appear by an Account Current Copy of the Translation of a Mortgage Bond given and granted unto Your Orator by [illegible] [illegible] and the aforesaid Cundapen, the said [illegible] and [illegible] having departed this Life without having discharged the said Bond or any part thereof Bearing date the Twenty fifth day of January One thousand Seven Hundred and Twenty Nine payable on Demand with Interest at the Rate of Twelve per Cent per Annum, and also the Copy of an Account Current annexed for the Inspection of this Hon.ble Court all 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 Nine hundred and Twenty two Pagodas and Seven fanams from the said Cundapen

But now so it is May it Please this Hon.ble Court the said Cundapen Obstinately and wilfully Refuses to pay the Same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays as [illegible] this Hon.ble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Cundapen may upon his Corporal Oath full true direct and perfect Answer make to all and the Matters and Things herein before set forth and mentioned as fully truly and Effectually to all Intents and purposes as if the same Were again Repeated and particularly Interrogated and that the May be Decreed to pay unto Your Orator the aforesaid Sum of Three hundred and Twenty two Pagodas and Seven fanams together With all Such Interest as is now become due thereon and also all Costs of this Suit,

May it Please this Honble Court to Grant the said Cundapen to be Summoned and Required by the Sheriff of the said Mayor's Town of Madrapatnam and the District thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

Wm. [illegible]
Atty for Complainant

		Cundapen in Account Current with [illegible] Chitty		Cr
1779 Jany	23	To the Amount Principal of a Mortgage Bond given by [illegible] Villeram [illegible] Medu Kishnam Sons of [illegible] and the said Villeram and Medukishnam having departed this life without discharging the same is	300	By Balance [illegible] 472
1786 [illegible]	Do.	To Interest [illegible] from the 23rd January to this date is [illegible]	172	
		Pags.	472	Pags. 472

Madras [illegible] 1786
Errors Excepted

Translation of a Mortgage Bond dated the 13th of the Month in the Year Called Vilumbey or 23rd January 1779.

I Villeram [illegible] and [illegible] do give this Mortgage Bond to [illegible] Chitty son of [illegible] Chitty of the Company's Merchant [illegible]

On my [illegible] I have mortgaged to you my House [illegible] Pillar Pagoda Street in the [illegible] which containing in Length from East to West [illegible] feet and in Breadth from North to South 28 feet with all the Appurtenances thereunto belonging and together with [illegible] Paper Bill of Sale and a Cadjan [illegible] Bill of Sale of a [illegible] Village called [illegible] all 3 Bills of Sale and Received [illegible] of You the Sum of 300 Three hundred Star Pagodas Current Money of Madras [illegible] Interest [illegible] Villeram [illegible] do give this Mortgage Bond to [illegible] Chitty [illegible] Chitty [illegible] Chitty and [illegible] Chitty [illegible] Chitty by their knowledge [illegible]

Witnesses (Signed)
Cachaly
[illegible] of the Company
of [illegible] Chitty

(Signed)
The Mark of Villeram
Do. of Medukishnam
Do. of Cundapen

The Translation was made from the Malabar Language by [illegible] Interpreter

Wm. [illegible] Du Puy
Atty for Complainant

To all People to whom these presents shall Come [illegible] Greeting Whereas Cundyapen Ketterah Moodelly and [illegible] Moodeliar both of Madras Inhabitants in and by One Mortgage Bond bearing date the Twenty fifth day of January in the Year of Our Lord One thousand seven hundred and Seventy Nine did become bounden unto Veery Chitty of Madras Inhabitant in the full and just Sum of Five hundred Pagodas Current Money of Madras Conditioned to be paid on demand from the date thereof with Interest at the Rate of Twelve per Cent per Annum as by the said Mortgage Bond and Condition thereof may appear and the aforesaid Ketterah and Moodeliar both having departed this life without having discharged the said Mortgage Bond or any part thereof And Whereas there is now due to the said Cundyapen the sum of Two Hundred and twenty two Pagodas and [illegible] fanams Current Money of Madras for the Principal and Interest found upon the same Mortgage Bond Now Know Ye that the said Veery Chitty for a valuable Consideration to him in hand paid by Daniel Mackenzie of Madras Inhabitant at or before the sealing and delivery of these presents the Receipt whereof he the said Veery Chitty doth hereby acknowledge he the said Veery Chitty hath Assigned and Set over and by these Presents doth Assign and Set over unto the said Daniel Mackenzie the said Recited Mortgage Bond and the money thereon for Principal and Interest thereupon due and owing and which may become due thereon and all his Right and Interest in and to the same and every part thereof and the said Veery Chitty for the Consideration aforesaid hath made Constituted and appointed and by these presents doth make Constitute and appoint the said Daniel Mackenzie his Heirs Executors and Administrators his true and lawfull Attorney and Attornies Irrevocable for him and in his Name and in the name of his Heirs Executors and Administrators but for the sole use proper use and Benefit of the said Daniel Mackenzie his heirs Executors Ad

[illegible] demand and receive of the said Cundyapen his Heirs Executors and Administrators all the Money due or to become due on the said Mortgage Bond and on non payment thereof for the said Daniel Mackenzie his Heirs Executors and Administrators to sue for and recover the same and on payment thereof to deliver up and Cancell the said Mortgage Bond and give sufficient Release and discharge therefor and one or more Attorney or Attornies under him to Constitute and whatever he the said Daniel Mackenzie his Attorney or Attornies under him shall lawfully do in the premises the said Veery Chitty doth Covenant with the said Daniel Mackenzie that the said Veery Chitty hath not received nor will receive the said Money due or to become due on the said Mortgage Bond or any part thereof but will own and allow of all lawfull Proceedings for the recovery thereof by the said Daniel Mackenzie saving the said Veery Chitty harmless from any Costs that may happen to him thereby In Witness whereof the said Veery Chitty hath hereunto set his hand and Seal in Madras aforesaid this Eighth day of December in the Year of Our Lord One thousand seven hundred and Eighty Six

[illegible] (L.S.)

Signed Sealed and delivered
where no Stamp paper is to be had
in the presence of . . . .
[illegible]
[illegible]

A true Copy
Wm Dupuy
Atty Complainant

Mayor's Court at Madraspatnam } { Tuesday the 2[illegible] Day of June Anno Domini 1757

L.S.

Mayor's Court

Present

James Call Esquire Mayor

Edward Garrow and Robert Ewing

Aldermen

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

It Appearing by the Records of this Court that the Space of Six Months the time limitted in his Majesty's Charter is Elapsed since the return of the Warrant of Sequestration Issued against the Defendant's Effects and that the Defendant has not made any Appearance in Court to Answer the Complainant's Bill, This Court doth 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 Four Hundred and twenty two Pagodas and Seven fanams or Pagodas [illegible] together with all such Interest as now is or shall hereafter become due thereon Untill full Payment be made and all Costs of this Suit.

[illegible]

Filed 7th July 1757

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

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator John Menzies of Fort Saint George That James Baker of Fort Saint George Merchant stands well and truly Indebted unto Your Orator in the full and Just Sum of Three Hundred and fifty Seven Pagodas thirteen 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 forty two Pounds Eighteen Shillings and [illegible] Pence [illegible] Arising or Growing Due unto Your Orator upon the Ballance of an Account Current hereunto Annexed for the Inspection of this Hon^ble Court and which Your Orator prays may be taken and Admitted as part of this Your Orator's Bill of Complaint the Original being in Your Orator's Custody ready to be produced when required And Your Orator further Sheweth unto this Hon^ble Court that he hath frequently and in an Amicable manner Required Payment from the said James Baker of the said Sum of Three Hundred and fifty Seven Pagodas thirteen fanams and twenty Cash Current money of Madras.

But now so it is May it Please this Hon^ble Court that the said James Baker [illegible] and Wilfully Refuses to give Your Orator any manner of Satisfaction touching the same whereby Your Orator [illegible] therefore prays a General Relief [illegible] as to this Hon^ble Court shall appear Reasonable to Equity and Good Conscience. To the End therefore that the said James Baker may upon his Corporal Oath full true direct and perfect Answer make to all and

(474)

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 payment to Your Orator the said Sum of Three hundred and fifty seven Pagodas, thirteen fanams and twenty Cash Current Money of Madras together with such Interest as shall or may become due thereupon and all Costs of this Suit.

May it Please this Honble Court to Cause the said James Barlow 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 Presented in the day of Adjournment, Let a Summons Issue Returnable the Next Court Day of Pleas.

Jas. Call
Mayor

Edward Ellis
Attorney for the Compl.t

---

(475)

[illegible] Account [illegible]

[illegible]	232 [illegible]
[illegible]	357 13 20

Errors Excepted

Madras 5th June [illegible]

[illegible] John Menzie

Edward Ellis
Atty for the Compl.t

As fully, truly, respectfully 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 of Three hundred and fifty Seven Pagodas, thirteen fanams and twenty Cash Current Money of Madras together with such Interest as shall or may become due thereupon and all Costs of this Suit.

May it Please this Honble. Court to Cause the said James Parker 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.

This Bill was Sworn to on in the
day of the Adjournment Let a Summons
Returnable the Next Court Day of Term

Jno. Call
Mayor

Edward Ellis
Attorney for the Complt.

James Parker [illegible] Dr. [illegible]

[illegible] 22
[illegible] 12
[illegible] 3 24
[illegible] 3 23
[illegible] 100
[illegible] 100
252 13

[illegible] 1 15 60
[illegible]
357 13 20

Pagodas Cur.

Madras [illegible]

Edward Ellis
Attr. for the Complt.

as fully, truly, respectfully and effectually to all intents and purposes as if the same were herein again repeated and particularly interrogated and that they may be decreed to pay unto Your Orator the said sum of three hundred and fifty seven Pagodas, thirteen fanams and twenty cash current money of Madras together with such interest as shall or may become due thereupon and all costs of this suit.

May it please this Honble Court to cause the said James Barker 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 such time and place as shall 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.

This Bill was thrown in in the days of Adjournment & the Summons returnable the Next Court Day [illegible]

Jas. Call
Mayor

Edward Ellis
Attorney for the Complt.

[illegible]

Madras 5th June 97
Errors Excepted
[illegible] Menzies

Pagodas Cash

Edward Ellis
Atty for the Complt.

as fully, truly, perfectly and Effectually to all Intents and Purposes as if the same were herein again repeated and particularly Interrogated, and that they may be Decreed to payment to Your Orator the said Sum of Three hundred and fifty seven Pagodas, thirteen fanams and twenty Cash Current Money of Madras together with such further Sum as shall or may become due thereupon with all Costs of this Suit.

May it please this Honble Court to cause the said James Barker 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 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 Bill was Shewed to me in the days of Adjournment, Let a Summons Return till the Next Court Day of Oyer
Jas. Call
Mayor

Edward Ellis
Attorney for the Compl.

Dr. Mr. James Barker in Account Current with John Menzies Cr.

	Pagodas	Fanams	Cash
To Balance of Account Current settled this day	600	-	-
To Interest on the above Sum to this time being 8 Months and 5 days @ 12 per Cent	49	-	-
N.B. Besides the above there is Your Bill on J. Campbell Esqr. at 10 Days sight for Ps. 200 the fate of which is not yet known if paid to be at Your Credit			
Pagodas	649	-	-

Date			Pagodas	Fanams	Cash
1786 Novr.	30th	By a Cask of Ale	30	-	-
		" 2 do. Beef	10	-	-
		1 [illegible] 18½ lb. @ 15 fanams	3	24	-
Decr.	22d	By a Hatt	3	23	-
		2 Maund Bengal Candles	8	-	-
1787 Feby.	22	By a Cask of Porter	25	-	-
March	20th	By Your Bill on J. Campbell Esqr. @ 20 Days sight for Arcot Rupees 375	100	-	-
April	11th	By Cash received from Coll. Sydenham per Receipt	100	-	-
			282	15	-
June	5th	By Interest on the following Sums to this day @ 12 per Cent			
		mo. ds.			
		On Pags [illegible].24 for 7.5 ... 3.11.70			
		11.23 for 5.13 ... " 25.20			
		25 ... 4.13 ... 1.4.10			
		100 ... 2.15 ... 2.21 "			
		100 ... 1.25 ... 1.35 "	[illegible]	13	60
			291	28	60
		By Balance	357	13	20
		Pagodas	649	-	-

Madras 5th June 1787
Errors Excepted
(Signed) John Menzies

A true Copy
Edward Ellis
Atty for the Compl.

Mayor's Court at Madrapatnam } { Tuesday the 4th Day of September Anno Domini 1787

(L.L.)

Mayor's Court

Present ——

James Call Esquire Mayor

William Webb and Josias Du Pre Porcher

Aldermen ——

Between [illegible] of Fort Saint George Complainant and [illegible] of Fort Saint George Merchant 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 [illegible] [illegible] Court doth therefore [illegible] the Bill [illegible] and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Three Hundred and fifty Seven Pagodas Twelve fanams and Twenty Cash Pagodas 357.12.20 Together with all Interest as now is or shall hereafter become due thereon until full Payment is Made and also all Costs of this Suit.

Per Cur.

---

filed 7th June 1787

To the Honble the Mayor's Court at Madrapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator George [illegible] Adjutant of His Majesty's [illegible] Regiment of Foot now under this Presidency of Fort Saint George That [illegible] of Fort Saint George Merchant Standeth well and truly Indebted unto Your Orator in the full and just sum of Six Hundred and Sixty One Pagodas Current Money of India, Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Sixty four Pounds and Eight Shillings or thereabouts as will more fully and at large Appear by Copy of an Accepted Draft or Bill of Exchange hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be taken as part of this his Bill of Complaint, the Original being in Your Orator's Possession is ready to be produced when Required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said [illegible] of the said Sum of Six hundred and Sixty One Pagodas Current Money of India.

But now so it is May it Please this Honble Court that the said [illegible] Obstinately and Wilfully Refuses to pay the same or give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a [illegible] Relief in [illegible] this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said [illegible]

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 here again repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the said Sum of Six hundred and Sixty One Pagodas Current Money of Madras together with all such Interest as is or shall or may become due thereon and also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said Henry Lindsay 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 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 Bill was Shown to me in the Days of Adjournment Let a Summons returnable Next Court Day Issue

Jno. Call
Mayor

Edward Ellis
Atty. for the Compl.t

Sir,

Please to pay George Christy Adjutant of the 36th Regiment or his Order the Sum of Six Hundred and Sixty One Star Pagodas Eighteen Days after Sight and place the same to the Account of

Sir Your Most Obedient Humble Servant
Signed James Noble
Ensign 23rd Battn.

661 Star Pagodas
April 9th 1787
[illegible]

To H. Lindsay Merchant
Fort St. George

A true Copy
1st May 1787
Accepted
Edward Ellis
Atty. for the Compl.t

(Signed) Henry Lindsay

A true Copy
Edward Ellis
Attorney for the Compl.t

Filed the 12th June 1787

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

Between George Christy Adjutant in his Majesty's Thirty Sixth Regiment of Foot now residing in the Presidency of Fort Saint George Complainant and Henry Lindsay of Fort St. George Merchant Defendant

The above Named Complainant maketh Oath and saith that the above named Defendant stands well and truly indebted unto him this Complainant in the full and just Sum of Six Hundred and Sixty One Pagodas Current Money of Madras, as Stated in and by his Bill of Complaint and Exhibits thereto Annexed filed the Seventh Instant —

Sworn to before me
this 11th Day of June 1787 —

Jas. Call
Mayor

Geo: Christy

Edward Ellis
Atty for the Complainant

Mayor's Court at Madraspatnam } { Tuesday the 4th Day of September Anno Domini 1787 —

L.S.

Mayor's Court

Present ——————

James Call Esquire Mayor
William Webb and Josias Du Pre Porcher
Aldermen ——————

Between George Christie Adjutant of his Majesty's Thirty Sixth Regiment of Infantry under this Presidency of Fort Saint George Complainant and Thomas [illegible] of Fort Saint George Merchant Defendant

It Appearing by the Record of this Court that the Usual Rules have passed for the Defendant to Answer the Complainant's Bill which he has neglected to do The Court doth therefore think fit to Order and Decree and doth hereby [illegible]

Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Six Hundred and Sixty One Pagodas or Pagodas 661 — together with all Legal Interest as now is or shall hereafter become due thereon until full payment be made also all Costs of this Suit —

Per Cur

Filed the 31st July 1787
in Court

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Henry Alexander of Madras Esquire that Hugh Vaughan of the same Place Merchant stands Indebted unto Your Orator in the full and just Sum of One Thousand and Sixty 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 Four Hundred and twenty five Pounds Eighteen Shillings and eight pence as will more fully and at large Appear by Copy of an Account Current and Copy of a Bond or Obligation given and granted unto Your Orator by the said Hugh Vaughan on the Second day of February in the present Year of Our Lord One thousand Seven Hundred and Eighty seven 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 One Thousand and Sixty four Pagodas and Thirty fanams from the [illegible] Honble Court [illegible] the said Hugh Vaughan [illegible] in such manner as [illegible] further and other Relief as to this Honble Court shall appear reasonable to Equity and Good Conscience. To the End therefore the said Defendant may upon his corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One thousand and Sixty four Pagodas and thirty fanams together With all such Interest as now is or shall hereafter become due thereon and all Costs of Suit.

May it Please this Honble Court to Cause the said Hugh Vaughan 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.

Wm Dickey
Attorney Complainant

Dr. — Hugh Vaughan in Account Current with Henry Alexander — Cr.

87	2	To the Amount Principal of Your Bond bearing this date payable on Demand	1000 . – . –	
	16	To Interest on Do from 2d February to this day 5 m. 14 d. at 12 p. Ct. p. Annum	64 . 30 . –	
		Pagodas	1064 . 30 . "	
		By Balance		1064 . 30 . "
		Pagodas		1064 . 30 . "

Madras 16th July 1787.
Errors Excepted
Sd. Hy. Alexander

True Copy
Wm Dickey
Atty Complainant

Know all Men by these Presents that I Hugh Vaughan of Madras Merchant am held and firmly bound unto Major Henry Alexander of the same place in the Penal Sum of Two thousand Star Pagodas to the payment whereof well and truly to be made to the said Major Henry Alexander his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Fort St George this second day of February in the Year One thousand seven Hundred and Eighty seven

Whereas the above bound Hugh Vaughan hath borrowed and received of the above Named Major Henry Alexander the full and just Sum of One Thousand Star Pagodas to bear Interest at the rate of Twelve 12 p Cent per Annum payable on Demand

Now the Condition of this Obligation is such that if the above bound Hugh Vaughan his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Major Henry Alexander his Heirs Executors Administrators and Assigns the full and just Sum of One Thousand 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 remain in full force and Virtue

Signed, Sealed and delivered
Where no Stampt Paper is to be had
in the presence of

J. Cringscole
R. Anderson

Hugh Vaughan (L.S.)

Mayor's Court at Madraspatnam } { Tuesday the 11th Day of September Anno Domini 1787

Present

James Call Esquire Mayor
John Menzies George Savage
Aldermen

L.S.

Mayor's Court

Between Henry Alexander of Madras Esquire Complainant and Hugh Vaughan of the same Place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have passed for the Defendant to Answer the Complainant's Bill which he has neglected doing The Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Thousand and Sixty four Pagodas and thirty fanams or Pagodas 1064.30 together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Per Cur

Filed in Court the
17th April 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orators George Mendiz and Francis Rawlins of Madras Inhabitants Executors named in the last Will and Testament of Luiza Da Costa late of Madras Inhabitant Deceased which Will have been duly proved in this Honble Court and have taken upon themselves the Burthen and Execution thereof as by the Records of this Honble Court reference being thereunto had May Appear That Miguel De Resurrecion of the same place Inhabitant Stands Justly Indebted unto Your Orators as Executors as aforesaid in the full and Just Sum of One Thousand four hundred and thirty four Pagodas and thirty fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for each Pagoda the Sum of five Hundred and Seventy Three Pounds five Shillings and five pence or thereabouts as will more fully and at large Appear by Copy of an Account Current and also by Copy of a Madras Bond given and Granted by the said Miguel De Resurrecion unto the said Luiza Da Costa Deceased bearing Date the first Day of June which was in the Year of Our Lord One Thousand Seven hundred and eighty three herewith Annexed for the Inspection of this Honble Court both which Your Orators pray may be Admitted as part of this their Bill of Complaint and Whereas Your Orators have frequently and in an Amicable manner Requested payment of the said Sum of One thousand four hundred and thirty four Pagodas and thirty fanams from the said Miguel De Resurrecion

But now will May it Please this Honble Court the said Miguel De Resurrecion Obstinately and wilfully Refuses to

Manner of Satisfaction touching the premises Your Orators 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 Miguel De Resurrecion may upon his Corporal Oath full true direct and perfect Answer make to all and singular the matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were herein again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orators as Executors as aforesaid the aforesaid Sum of One thousand four hundred and thirty four Pagodas and thirty fanams together with all such Interest money as shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Miguel De Resurrecion 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

Hy. Du Pre
Attr. Complainants

488

Dr. Miguel de Resurreccion in Acct. Current with the Estate of Luiza D'Costa Deceased —— Cr.

1st	To the Amount of Your Bond of this date	1000	"	"	1783 Septr. 30	By Cash Received on Account of Interest	40	"	"
	To Interest on Ditto from 1st June 1783 to 14th April 1787 being 3 Yrs. 10 Ms. 14 Ds. at 12 per Cent per Annum	474	30	"		By Ballance Due	1434	30	"
	Pagodas	1474	30	"		Pagodas	1474	30	"

Madras 14th April 1787

E. E.

Geo. Mendez
Fran. Paulim
Exrs. of the Estate of Luiza da Costa

189

Know all Men by these Presents that I Miguel de Resurreccion of Madras Inhabitant am held and firmly bound unto Mrs. Luiza da Costa in the Penal Sum of Two Thousand Star Pagodas Current Money of Madras to the payment whereof well and truly to be made to the said Luiza da Costa her 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 First Day of June in the Year of Our Lord One Thousand seven Hundred and Eighty three

Whereas the above bound Miguel de Resurreccion hath borrowed and received of the above Named Luiza da Costa the full and just Sum of One Thousand Star Pagodas to bear Interest at the rate of Twelve p Cent p Annum payable in one Year from the date hereof And for securing the Payment whereof the said Miguel de Resurreccion hath Mortgaged and Made over unto the said Luiza da Costa a Dwelling House and Ground situated lying and being in Marattah Town to the West side of Mr. Typhaine Ground as p Receipt of Major William [illegible] which is the ground in [illegible] the proper Bill of Sale of the said Ground and when the same is Obtained will be delivered to the said Luiza da Costa for the Security of the Principal and Interest of the said Loan having at present delivered the Receipt of the said Major [illegible] to the said Luiza da Costa the above bound Miguel de Resurreicion his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Luiza da Costa her Heirs Executors Administrators or Assigns the full and just Sum of One Thousand Star Pagodas Together with such Interest as shall or may become due thereon then this Obligation to be void and of no Effect otherwise to remain in full force and Virtue

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

John Maddox
Samuel Bourton

Miguel Resurreccion

[illegible]
H. Du Pré
Att. Complainant

Mayor's Court at Madraspatnam } { Tuesday the 14th Day of September Anno Domini 1757

L.S.

Present

James Call Esquire Mayor
John Menzies and George Savage
Aldermen

Mayor's Court

Between George Moody
and Francis [illegible]

Last Will and Testament of Luiza Da Costa late of Madras Inhabitant Deceased Complainant and Miguel De Resurreicion 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 One Thousand four hundred and thirty four Pagodas and thirty fanams of Pagodas 1434.30 of — Together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

Per Cur

Filed 15th Sept 1756

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator George Clarke Mariner in the Service [illegible] the Island of England

Trading to the East Indies at their Presidency of Fort Saint George
That George Mitchell Esquire now in Council at Vizagapatam
in the Service of the said Honble Company and Administra-
tor to the Estate and Effects of Captain James Powell Deceased
Stands indebted unto Your Orator in the full and just Sum of
Five Thousand One hundred and Twenty five Star Pagodas
and twenty One fanams Current Money of Madras Making
in Sterling Money of Great Britain at the rate of Eight Shil-
lings for every Pagoda the Sum of Two Thousand and Fifty
Pounds Sterling and four Shillings or thereabouts as will more
fully and at Large Appear by the Copy of Two Bonds of the said
James Powell to Your Orator and Copy of an Account Current
Annexed for the Inspection of this Honble Court and which
are Prayed by Your Orator to be taken as part of this his Bill of
Complaint And Your Orator Showeth that some time past he
hath sent to the said George Mitchell a Copy of the particulars of
the Interest Account which by Your Orator's said Account Cur-
rent Annexed Amounts to the Sum of One thousand and twenty
Eight Star Pagodas and twenty One fanams And Your Orator
further Showeth unto this Honble Court that he hath frequently
and in a friendly Manner Requested the Payment of the said Sum
of Five thousand One hundred and twenty five Star Pagodas
and twenty One fanams

But now so it is and may it please this
Honble Court the said George Mitchell Absolutely and wilfully
Refuses to pay the same in [illegible] Your Orator's [illegible]
[illegible]

Such as to this Honble Court shall Appear Agreeable to Equity and
Good Conscience To the End therefore that the said George Mitchell
May upon his Corporal Oath full true direct and perfect Answer
Make to all and Singular the matters and things hereinbefore
Set forth and Alledged as fully truly and Effectually to all intents and
Purposes as if the same were here again Repeated and Particularly inter-
rogated and whether the said George Mitchell hath not Received the
Particulars of the said Charge of One Thousand twenty Eight Star Pagodas
and twenty One fanams for Interest as stated in the Account
Current Annexed and whether the same be not truly stated and
Whether the said Accounts Current Annexed be not in every respect
a just and true Account and that he may be decreed to pay unto Your
Orator the aforesaid Sum of Five Thousand One hundred and twenty
five Star Pagodas and twenty One fanams with all such Interest as
[illegible] shall hereafter become due thereon with the Costs of this Suit

May it Please this Honble Court to Grant the
said George Mitchell 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

C. Popham
Attorney for Complainant

15th September 1756.
This Bill was shown to me this day
[illegible]
[illegible] Court [illegible]
Robt Ewing

Know all Men by these Presents that I Captain James Powell am held and firmly bound unto Lieut George Clarke in the Penal Sum of Three Thousand two hundred Madras Pagodas to the Payment whereof well and truly to be made to the said Lieut George Clarke 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 at [illegible] this Twenty third day of March in the Year One Thousand Seven hundred and Twenty Seven

Whereas the above bound Captain James Powell has borrowed and Received of the above Named Lieut George Clarke the full and just Sum of Sixteen hundred Madras Pagodas to bear Interest at the Rate of Twelve P Cent p Annum payable in Twelve Months from the Date hereof

Now the Condition of this Obligation is such that if the Above bound Captain James Powell his heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Lieut George Clarke his heirs Executors Administrators or Assigns the full and just Sum of Sixteen hundred Madras Pagodas together with such Interest as shall be or may become Due thereupon Then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

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

James Powell (L.S.)

A true Copy
L Popham

Know all Men by these Presents that I James Powell Captn in the Honble Companies Service am held and firmly bound unto Captain George Clarke in the aforesaid Service in the Penal Sum of Two Thousand Madras Pagodas the Payment whereof to be made to the said Captain George Clarke his heirs Executors Administrators or Assigns for the payment whereof I hereunto bind myself my heirs Executors Administrators and Assigns firmly by these presents In Witness Whereof I have hereunto set my hand and Seal this Twenty third day of May One Thousand Seven hundred and Twenty Nine

Whereas the above bound Captn Powell has borrowed and Received of the above mentioned Captn Clarke the full and just Sum of One Thousand Madras Pagodas to bear Interest at the Rate of Twelve p Cent p Annum

Now the Condition of this Obligation is such that if the above bound Captn Powell his heirs Executors Administrators or Assigns do pay or Cause to be paid unto the above mentioned Captn Clarke his heirs Executors Administrators or Assigns the full and just Sum of One Thousand Madras Pagodas with the Interest due thereon on or before the twenty third day of May One Thousand Seven hundred and Eighty then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

James Powell (L.S.)

Signed Sealed and Delivered
where no Stampt paper is to be had
in the presence of
Willm Wingfd
Walter Curtis

A true Copy
L Popham

Dr — George Nicholl Administrator to the Estate and Effects of Captn James Powell Deceased in Account with George Clark — Cr

					Star Pags	f	C	1786					
	23	To the Amount of Captain James Powell's Bond bearing this date for 1160 Madras Pagodas which at the Exchange of 110 Star Pagodas for 100 Madras Pagodas make Star Pagodas	1160	..				Augt	23	By Balance due to me	5175	21	..
	23	To Do. Do. for 1100 Madras Do. .. Do.	1100	..	2260								
		To Interest on the above Sums previous to the 23d Novr 1782 after allowing for Sums paid as per Particulars given to Mr Nicholl Under date the 23d Novr 1782			1028	21	..						
					3288	21	..						
	23	To Interest on the above Principal Sum of 2260 from 23d Novr 1782 to this Day			1887								
		Pagodas			5175	21	..			Pagodas	5175	21	..

Madras 23d August 1786
E. E. George Clark
Atten Copy J. Popham

Filed 7th Febry 1787

The Answer of George Nicholl Esquire Second in Council at Masulipatam in the Service of the Honble Company and Administrator to the Estate and Effects of Captain James Powell Deceased Defendant To the Bill of Complaint of George Clarke Major in the Service of the said Honble Company Complainant —

This Defendant as Administrator aforesaid Now and at all times hereafter saving and reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the said Complainants said 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 it is true and that he doth not Intend to deny that the said James Powell did in his lifetime grant the Bond or Obligation in the Manner and form as is stated by the said Complainants Bill of Complaint and Annexed Account is stated and this Defendant also Admits that the said Complainant did some time past send this Defendant a Letter and Account containing a Charge of One thousand and twenty eight Pags and Twenty One fanams and further Interest due for three Years upon the said Bond mentioned and as set forth in the Account Annexed to the said Complainants Bill of Complaint and which this Defendant Admits to be just and true as well as the

Account Current sent to him by the said Complainant this Defendant hath Annexed to this his Answer for the Inspection of this Honble Court that this Defendant saith that another Demand on a specially having been likewise made upon him at the same time with this Complainants to become Porter as Administrator to the Estate and Effects of Captain Robert Lungle Deceased he this Defendant did not think it Safe and Proper for him as Administrator aforesaid to pay the Ballance then remaining in his hands either to this Complainant or the said George Porter without a Decree first had and obtained for the same and more Especially as the Assets belonging to the said James Porter now in the Hands of this Defendant are by no means adequate to the Demands of either the said Major Carne Clarke or George Porter as Administrators as aforesaid Equal to the whole of the said Assets Amounting to no more than the Sum of Two Thousand Pagodas or thereabouts This Defendant further saith that he having pursued these methods he hopes to have Acquitted himself of the Duty of an Administrator and that he is ready and willing at all times to abide by the Decision and Determination of this Honble Court and to Submit himself thereto in such Manner as they shall be pleased to order and direct.

All which Matters and things this Defendant as Administrator aforesaid is ready and willing to Aver justify maintain and prove as this Honble Court shall direct and humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this Behalf most wrongfully sustained.

Sworn before me by Virtue of a Commission from the Honble the Mayor's Court [illegible]

Chas. Baker
Attorney for the Defendt.

Estate of Captain James Porter Dr. To Captain George Clarke —— Cr.

	Pags.	Fs.	Cs.	Date			Pags.	Fs.	Cs.
To Bond for 1600 Madras Pagodas dated 23d March 1777 the interest at 12 P Cent being paid up to 23d March 1777	1760	-	-	1777 Febry	2	By Bill on Mr Coltsbed for 100 Madras Pagodas being in part payment of the interest Received by Mr Hudson	110	-	-
To 3 Months interest on the above Bond to the date the 23d November 1777	140	33	-	Nov	22	By my Draft on Captain Rawlinson for Madras Pagodas	250	33	-
To Cash from the Executors of James Porter deceased paid him the 22d Nov	134	-	-			By Balance this day due to Captn Clarke 22d November 1782	2888	21	-
To Bond for 1100 Pagodas dated 22d Nov 1777 and which was paid him by the Executors of James Porter	1100	-	-						
To 6 Months interest on the said Bond to the 22d Nov 1777	66	-	-						
To 5 Years interest on the above 2 Bonds to 22d Novr 1782	1023	21	-						
Current Pagodas	4244	12	-			Current Pagodas	4244	12	-

Signed George Clarke

Sworn by Mr George Mitchell to be a true Copy of the Original Account Current the foregoing [illegible] this Twentieth day of August 1786 — Charles Floyd Chief

A true Copy
Chas. Baker

Know all Men by these Presents that I James Powell Captain in the Hon.ble Companies service am held and firmly bound unto Captain George Clarke in the aforesaid service in the penal Sum of two thousand Madras Pagodas to the payment whereof well and truly to be made to the said Captain George Clarke his Heirs Executors Administrators or Assigns for the payment whereof I bind Myself my Heirs, Executors Administrators and Assigns firmly by these presents In Witness whereof I have hereunto set my hand and Seal this twenty third day of April One thousand Seven hundred and Eighty Nine

Whereas the above bound Captn. Powell borrowed and received of the above mentioned Captn. Clarke the full and just Sum of One thousand Madras Pagodas to be reimbursed at the rate of twelve per Cent per Annum.

Now the Condition of this Obligation is such that if the above bound Captn. Powell his Heirs Executors Administrators or Assigns do pay or Cause to be paid unto the above mentioned Captn. Clarke his Heirs Executors Administrators and Assigns the full and just Sum of One thousand Madras Pagodas with the interest due thereon on or before the twenty third day of May One thousand Seven hundred and Eighty Nine this Obligation to be Void and of no Effect otherwise to remain in full force and Virtue.

Signed Sealed and Delivered where no Stamped paper is to be had in the presence of
} James Powell (L.S.)

Willm. Henry
Walter Curtis

Know all Men by these Presents that I Captain James Powell am held and firmly bound unto Lieut. George Clark in the Penal Sum of Three Thousand Two Hundred Madras Pagodas to the Payment whereof well and truly to be made to the said Lieut. George Clark 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 at Vizagapatam this Twenty third Day of March in the Year One thousand Seven Hundred and Eighty Seven

Whereas the above bound Captain James Powell has borrowed and received of the above named Lieut. George Clark the full and just Sum of Sixteen Hundred Madras Pagodas to be reimbursed at the rate of Twelve per Cent per Annum Payable in Twelve Months from the Date hereof

Now the Condition of this Obligation is such that if the above bound Captain James Powell his Heirs Executors Administrators or Assigns shall well and truly pay or Cause to be Paid unto Lieut. George Clark, his Heirs Executors Administrators or Assigns, the full and just Sum of Sixteen Hundred Madras Pagodas, together with interest then this Obligation shall become Void and of none Effect otherwise to Continue in full force and Virtue.

James Powell (L.S.)

Signed Sealed and Delivered where no Stamped Paper is to be had in the Presence of
J. Meyhay
Robt. Low

Mayor's Court at Madraspatnam } { Tuesday the 13th Day of September Anno Domini 1757.

Present

(L:S:)

James Call Esquire Mayor
Edward John Holland William Webb
John Menzies and Andrew Ross
Aldermen

Mayor's Court

Between [illegible] Clark Attorney in the Name of the Honble the United Company of Merchants of England trading to the East Indies at their Presidency of Fort Saint George Complainant and George Mitchell Esquire Member of Council at Vizagapatam in the Service of the said Honble Company and Administrator to the Estate and Effects of Captain [illegible] Deceased Defendant.

Filed the 20th July 1757.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Charles [illegible] of Fort Saint George Esquire One of the Attornies of [illegible] of this Honble Court That [illegible] deceased Subramaniah Bramin of Madras Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of One thousand three hundred and fifty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Five hundred and forty Pounds as will more fully and at large Appear by Copies of a Bond or Obligation and an Assignment 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 of which are

Court whenever he shall be thereunto required and Your Orator further Showeth unto this Hon^ble Court that he hath frequently and in an Amicable Manner requested payment from the said Poonchelam Subramaniah Brahmin of the said Sum of One thousand three hundred and fifty Pagodas —

But now so it is May it Please this Hon^ble Court the said Poonchelam Subramaniah Brahmin 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 to this Hon^ble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Poonchelam Subramaniah Brahmin may upon his Corporal Oath full true Direct and perfect Answer make to all and singular the Matters and things hereinbefore set forth and alledged as fully truly and Effectually to all Intents and Purposes as if the same were herein again Repeated and Particularly interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of One thousand three hundred and fifty Pagodas with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit —

May it Please this Hon^ble Court to Cause the said Poonchelam Subramaniah Brahmin to be Summoned and required by the Sheriff of the 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 such Order and Decree thereon as to this Hon^ble Court shall seem Meet —

[illegible] 20th July 1787

[illegible]

Know all Men by these Presents that I Poonchelam Subramaniah of Madras am held and firmly bound unto Charles Baker of same Place in the Penal Sum of Two thousand Star Pagodas Current Money of Madras to the payment whereof well and truly to be made to the said Charles Baker 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 fifth day of August in the Year One thousand Seven hundred and Eighty four —

Whereas the above bound Poonchelam Subramaniah hath borrowed and Received of the above named Charles Baker the full and just Sum of One thousand Star Pagodas Current Money of Madras (1000) to bear Interest at the Rate of Twelve per Cent per Annum Payable on Demand —

Now the Condition of this Obligation is such that if the above bound Poonchelam Subramaniah his heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the Charles Baker his heirs Executors Administrators or Assigns the full and just Sum of One thousand Pagodas Current Money of Madras together with such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue —

[illegible] (L.S.)

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

Allan Cooper

Chas. Baker

Dr. { Poorooshotama Setaramiah in Account Current with Mr. Charles Baker } Cr.

1754 Aug.	25	To the Amount of Your Bond bearing Date this day	1000 ..	1757 July	25	By Balance due	1350 ..
1757 July	25	To Interest on D° to this day is 2 11/12 Years at 12 P Cent P Annum	350				
		Pagoda	1350 ..			Pagoda	1350 ..

Fort St. George the 25 July 1757.

Errors Excepted

Chas. Baker

[illegible] Chas. Baker

Mayor's Court at Madraspatnam } Tuesday the 6th Day of September Anno Domini 1757.

(L.S.)

Mayor's Court

Present

James Call Esquire Mayor

Sir John Menzies and Andrew Ross Aldermen

Between Charles Baker of Fort St. George Esquire one of the Aldermen of this Court Complainant and [illegible]

It Appearing by the Records of this Court that the Attachment Rules having 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 Thousand Three Hundred and fifty Pagodas Pagoda 1350 — together with all such Interest as now is or shall hereafter become due thereon till full payment is made also all Costs of this Suit

P Cur

Filed 6th Aug. 1757

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator [illegible] Bramony by his Attorney Francis De Souza of Madras Inhabitant that [illegible] Chinna [illegible] Chitty of the same place Inhabitant Stands Justly and truly Indebted unto Your Orator in the full and just Sum of Four hundred and Sixty Nine 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 Eighty Seven Pounds and Twelve Shillings as Will more fully and at large Appear by Copies of a Bond or [illegible] together with an Assignment

Dr. Paraohotama Seetaramiah his Account Current With Mr Charles Baker Cr

1784 Aug	25	To the Amount of your Bond bearing Date this day	1000	1787 July	25	By Balance due	1350
1787 July	25	To Interest on Do to this day is 2 Years 11 Months	350				
		Pagodas	1350			Pagodas	1350

Fort St George the 25 July 1787.
Errors Excepted Chas Baker

Witness [illegible] Chas Baker

Mayor's Court at Madraspatnam } { Tuesday the [illegible] Day of September Anno Domini 1787.

Present

James Call Esquire Mayor
Sir John Menzies and Andrew Ross
Aldermen

L.S.

Mayor's Court

Between Charles Baker of Fort Saint George Esquire One of the Attorneys of this Hon'ble Court Complainant and [illegible]

It Appearing by the Records of this Court that all 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 Three Hundred and fifty Pagodas or Pagodas 1350 — together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

p Cur.

Filed 6th Augt 1787.

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator [illegible] Vencataramiah Bra-many by his Attorney Francis De Souza of Madras Inhabitant That [illegible] Chinna Sawmy Chitty of the same place Inhabitant Stands Justly and truly Indebted unto Your Orator in the full and Just Sum of Four hundred and Sixty Nine 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 Eighty Seven Pounds and Twelve Shillings as Will more fully and at large Appear by Copies of a Bond or [illegible] [illegible] thereon with an Assignment

Which Your Orator prays May be Admitted as part of this his Bill of Complaint the Original Whereof in Your Orator's Attorney's 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 Somoo Chinna Sawmy Chitty of the said Sum of Four hundred and Sixty Nine Pagodas —

But now so it is May it please this Honble Court the said Somoo Chinna Sawmy Chitty Obstinately and wilfully Refuses to pay the same or give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore Prays an immediate Relief Such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Somoo Chinna Sawmy 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 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 Four hundred and Sixty Nine Pagodas With all such Interest as Now is or shall Hereafter become due thereon also all Costs of this Suit —

May it Please this Honble Court to Cause the said Somoo Chinna Sawmy Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Chinapatnam and the District thereof Personally to be and Appear before this Honble Court at a Certain time

and further to stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

This 6th Augt 1787

Chas Baker
Atty for Complainant

This Bill was shewn to me in the Days Adjournment let a Summons issue and Return the same Next Court Day —

James Call
Mayor

Translation of a Bond Dated 30th January 1786 —

I Somoo Chinna Sawmy Chitty do give this Bond to Vencummah Vencatarama Brammny that is to say —

In Consequence of My Urgent Occasion I have this Day Borrowed and Received of You the Sum of 400 Four hundred Star Pagodas Current Money of Madras which Sum I do hereby engage to Repay Upon Demand with such Interest as may become due thereon at the Rate of 12 Pr Cent Pr Annum — Thus I have given You this Bond with my Consent Witnesses Paudy Cundah Comyiah Valamoor Vencatanarrangapah Chitty By their Knowledge Drawn by Vadalidoor Ramanigam —

(Signed) Somoo Sawmy Chitty

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

Ranganaudam
Interpreter

A true Copy —
Chas Baker

Dr {Soonca Chinna Sawmy Chitty in Acct Curt / With Anamunna Vencatramiah Braminy} Cr

1786 Jany	30th	To the Amount of Your Bond	400	"	"	1787 July	9	By Balance due	464	"
July	9	To Interest for One Year 4 Months 8 ds a 12 pr Ct	64	"	"					
		Pagodas	464	"	"			Pagodas	464	"

Fort St George 9th July 1787
Errors Excepted
A Vencatramiah Braminy
[illegible]

To all to Whom these Presents shall come Greeting Whereas Soonca Chinna Sawmy of Madras Inhabitant and by the Balance of an Account bearing date the Ninth day of July in the Year of Our Lord One thousand seven hundred and Eighty seven and upon a Bond or Obligation bearing date the Thirtieth day of January which was in the Year of Our Lord One thousand seven hundred and Eighty six stands indebted unto Anamunnah Vencatramiah Braminy of the same place Merchant in the Sum of Four hundred and Sixty Four Pagodas as by the said Bond or Obligation and Account may appear. Now Know Ye that the said Anamunna Vencatramiah Braminy for a valuable Consideration to him in hand paid by Francis De Souza at or before the Sealing and Delivering of these Presents the Receipt Whereof the said Anamunnah Vencatramiah B

hath Assigned and Set Over and by these Presents Doth Assign and Set Over unto the said Francis De Souza the said Bond or Obligation and Account and the Money or Amount principal and Interest thereupon due and Owing and which may become due thereon and all his Right and Interest of in and to the same and every part thereof and the said Anamunnah Vencatramiah Braminy for the Consideration aforesaid Hath made Constituted and Appointed and by these Presents Doth make Constitute and Appoint the said Francis De Souza his Executors and Administrators his true and lawfull Attorney and Attornies Irrevocably 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 Francis De Souza his Executors Administrators and Assigns to Ask Require Demand and Receive of the said Soonca Chinna Sawmy his heirs Executors Administrators and Assigns the Money due and to become due on the said Bond or Obligation and Account and on Non payment thereof to the said Francis De Souza his heirs Executors and Administrators to sue for and Recover the same and on Payment thereof to deliver up and Cancel the said Bond or Obligation and Account and give sufficient Release and discharge therefor and one or More Attorney or Attornies under him to Constitute and Whatsoever the said Francis De Souza or his Attorney or Attornies under him shall lawfully Do in the Premises the said Anamunnah Vencatramiah Braminy Doth Covenant with the said Francis De Souza that he the said Anamunnah Vencatramiah Braminy Hath Not Received nor will Receive the said Money due or to become due thereon the said Balance of the said Account 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 Francis De Souza saving the said Anamunnah Vencatramiah Braminy

In Witness whereof I have [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Seven Hundred and Fifty Seven

Signed Sealed and Delivered (Where no Stamp'd Paper is to be had) in the Presence of } Vencataramiah Braminy

A true Copy Cha. Baker

Mayor's Court at Madraspatnam } Tuesday the 25th Day of September Anno Domini 1757.

Present

James Call Esquire Mayor

Edw. John Holland and Andrew Ross Aldermen

L.S.

Mayor's Court

Between Vencataramiah Braminy by his Attorney Francis De Souza of Madras Inhabitant Complainant and [illegible] Chitty of [illegible] Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have been past for the Defendant to Answer the Complainant's Bill which he has neglected to [illegible] The Court [illegible]

and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Four hundred and Sixty Nine Pagodas (Pagodas 469) together with such Interest as now is or shall hereafter become due thereon until full payment is made and also all Costs of this Suit

Per Cur.

Filed 26th Aug. 1757.

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Michael [illegible] by his Attorney John [illegible] of Fort St. George Merchant that Henry Lindsay of Fort St. George Inhabitant stands justly and truly indebted unto Your Orator in virtue of the Bill of Exchange of William [illegible] Esquire then Governor of the Hon'ble United Company of Merchants of England Trading to the East Indies at their Presidency of Fort St. David in the full and just Sum of One Hundred and Seventy [illegible] Pagodas and [illegible] fanams Current Money of Madras [illegible] Sterling Money of Great Britain at the rate of Eight Shillings [illegible] the Sum of Sixty eight Pounds [illegible] Shillings [illegible] as particularly and at large appear [illegible] the said Bill of Exchange [illegible] for the Inspection of this Hon'ble Court [illegible] in the hands of Your Orator's Attorney [illegible] and that Your Orator [illegible] and the said Defendant [illegible] of this his Bill of Complaint and [illegible]

One Star Pagodas and Twenty Nine fanams from the said Henry Lindsay.

But now so it is May it please this Honble Court the said Henry Lindsay although he hath been often and Civilly requested to pay the same or to give Your Orator any manner of Satisfaction notwithstanding 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 Henry Lindsay 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 further that the said Henry Lindsay may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Twenty One Star Pagodas and Twenty Nine 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 Henry Lindsay 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 such Order and Decree therein as to this Honble Court shall seem Meet.

Fort St. George this 14th Aug. 1787

T. Spencer
Atty. Compl.

This Bill was shewn to me in the [illegible]
I approve and let a Summons issue Returnable
the Next Court Day

James Call
Mayor

50 £ Sterling or 125 Star Pagodas

Fort St. George July 26th 1784
Honoured Sir,

Thirty Days after sight of this my Second of Exchange My First and Third of the same Tenor and Date not being paid, Please to pay or Cause to be paid unto Mr. Henry Lindsay or his Order, the Sum of Fifty Pounds Sterling or One hundred and Twenty five Star Pagodas for Value Received of him here per

To Wm. Rhodes Esqr.
Great Marlborough Street
St. James's

Your Dutifull Son
(Signed) Wm. Rhodes

4th April 85 presented London

(Noted 18th Decr & Ptd 12th March 87
Cost 2/6

Pay to Michael Lovelle Esquire or Order Value Received of Mr. Rowley Lovelle

(Signed) H. Lindsay

Fort St. George 26th July 1784
(Honoured Sir,

A true Copy
T. Spencer
Atty. Complainant

This is to advise of my having this day drawn on You for the sum of Fifty Pounds Sterling in favour of Mr. Henry Lindsay and hope You will be pleased to honor the Bill from

To Wm. Rhodes Esqr.
Great Marlborough Street
St. James's
London

Your Dutifull Son
Signed Wm. Rhodes

A true Copy
T. Spencer
Attorney Complainant

Fort St George July 26th 1784 50 £ Sterling or 125 Star Pagodas

Honoured Sir/

Thirty days after Sight of this my Second of Exchange my first and third of the same Tenor and Date not being paid, please to pay or cause to be paid unto Mr Henry Lindsay or his Order, the Sum of Fifty Pounds Sterling or One hundred and Twenty five Star Pagodas for Value Received of him [illegible]

To Wm Rhodes Esqr
Great Marlborough Street
St James
London

Your Dutiful Son
Wm Rhodes

Endorsed

Pay to Michael Lamller Esqr or Order Value Received of Mr Charles Lamller

H. Lindsay

On this day the thirteenth of March One Thousand Seven hundred and Eighty seven at the Request of Michael Lamller Esqr of London Bearer of the Original Bill of Exchange whereof a true Copy is on the other side Written I William Dury of London Notary Publick by Royal Authority duly Admitted and Sworn, Did Exhibit the said Bill of to a person at the house of William Rhodes Esqr the drawee thereunto directed and demanded Acceptance thereof Who Answered that Mr Rhodes was not at home and had not left any Orders concerning the same.

Wherefore I the said Notary at the Request aforesaid have Protested and by these presents do Protest against the Drawer

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 Acceptance of the said Original Bill. Thus done and Protested in London in the presence of James Hackett Witness

Which I Attest
Wm Dury Not. Pub.

Cost 8/ protest
2 6 Cert
10/6

L.S.

I Thomas Morton Secretary to the Honourable the East India Company Do hereby Certify that William Dury who hath Attested the foregoing Protest is a Publick Notary of the City of London, and that to all Acts by him signed full faith and Credit is and ought to be given. London 14th day of March One Thousand Seven hundred and Eighty Seven.

Thos Morton

A true Copy
P. Spencer
Atty Complainant

Dr. Henry Lindsay in Account Current with Michael Lascelles Cr.

			Rs.				Rs.
1781 July	26	To Amount of Bills of Exchange Drawn by William Rhodes in Your favor upon William Rhodes for 500 Pounds and accepted by You Sometime	125 —	1781 Aug.	3	By Balance due	141.13 —
1781 Aug.	3	To Interest on Do from 26 July 1781 to this day is 8 per Cent per Annum	15.13 —				
		To Receipt of this Account	1 —				
		Rupees	141.13 —			Rupees	141.13 —

Fort William 3d August 1781 E. E.

(Signed) Patrick Allen Attorney to Michael Lascelles

A true Copy J. Jones Reg.

Know all Men by these presents that whereas Michael Lascelles of Salisbury Street in the parish of Saint Martin in the Fields and County of Middlesex in Great Britain Wine Merchant Hath in and by Virtue of a Certain letter of Attorney under his hand and Seal duly executed and Attested and bearing date the Twentieth day of may in the Year One Thousand seven hundred and Eighty two made ordain Constitute and Appoint and in his place and Stead put Mr. Rowley Lascelles of Madras in the East Indies Gentleman and Patrick Allen late of London but at present of Calcutta in the East Indies aforesaid Gentleman Jointly and Severally his true and lawfull Attornies for him and in his Name and to his use to ask demand sue for recover and Receive from any person or persons whatsoever whom it shall or may Concern all such Sum and Sums of Money Debts and Effects of any kind whatsoever and to have use and take all Lawful ways and Means in his Name or otherwise for recovery thereof by Attachment Arrest Distress or otherwise and to agree and Compound for the same and Acquittances or other sufficient discharges for the same for said Michael Lascelles and in his Name from time to time to make Seal and deliver and Attorney one or more Under them for the purposes aforesaid to make and at their will and pleasure to revoke hereby ratifying and Confirming all and whatsoever his said Attornies or their Substitute or Substitutes should legally do or Cause to be done in or about the premises by Virtue of the said power or letter of Attorney as in and by the same Relation being had will fully Appear —

Now Know ye that the said Rowley Lascelles by Virtue and in pursuance of the Authority given and Granted to him in and by the said Recited power or letter of —

Dr Henry Lindsay in Account Current with Michael Lascelles Cr

1784 July	26	To the Amount of a Bill of Exchange Drawn by William Rhodes in Your favor upon William Rhodes for 50 £ and endorsed over by You to me	125 - -	1787 Augt	3d	By Balance due	171.29 -
1787 Augt	3d	To Interest on Do from 26 July 1784 to this day is 3 yrs 0 m 8 d @ 12 P Cent per annum	45.15 -				
		To Costs of the Protest	1.14 -				
		Pagodas	171.29 -			Pagodas	171.29 -

Fort St George
3d August 1787
E. E.

(Signed) P. Allen Attorney to Michael Lascelles, A true Copy J. Spencer
Atty Compt

Know all Men by these presents that whereas Michael Lascelles of Salisbury Court in the parish of Saint Martin in the Fields and County of Middlesex in Great Britain Wine Merchant did in and by Virtue of a Certain letter of Attorney under his hand and Seal duly executed and Attested and bearing date the Twentieth day of May in the Year One Thousand Seven hundred and Eighty Two make ordain Constitute and Appoint and in his place and Stead put Mr Rawley Lascelles of Madras in the East Indies Gentleman and Patrick Allen late of London but at present of Calcutta in the East Indies aforesaid Gentleman Jointly and Severally his true and lawfull Attornies for him and in his Name and to his use to ask demand sue for recover and receive from every person or persons whatsoever whom it shall or may Concern all such Sum and Sums of Money Debts and Effects of any kind whatsoever and to have use and take all Lawful ways and Means in his Name or otherwise for recovery thereof by Attachment Arrest Distress or otherwise and to agree and Compound for the same and Acquittances or other sufficient discharges for the same for said Michael Lascelles and in his Name from time to time to make Seal and deliver and Attorney one or more Under them for the purposes aforesaid to make and at their will and pleasure to revoke hereby ratifying and Confirming all and whatsoever his said Attorney or their Substitute or Substitutes should legally do or Cause to be done in or about the premises by Virtue of the said power or letter of Attorney as in and by the same relation being had will fully Appear.

Now therefore the said Rawley Lascelles do by Virtue and in pursuance of the Authority given and Granted to me In and by the said recited power or letter of

Attorney of the said Patrick Allen (since arrived from Madras and residing now in Calcutta) I have made Ordained Constituted and Appointed Robert [illegible] [illegible] and John [illegible] Esquire of Madras in the East Indies my Substitute and Substitutes but revocable [illegible] to act execute and perform all and singular such lawfull and reasonable Acts matters and things as I am impowered to do by virtue of the said recited power or Letter of Attorney given and granted unto the said Rowley Lascelles by the said Michael Lascelles as [illegible] In Witness whereof The said Rowley Lascelles hath hereunto set my Hand and Seal the twelfth Day of October in the Year of Our Lord One thousand seven hundred and Eighty five, and in the Twenty sixth Year of the Reign of Our Sovereign Lord George the third by the grace of God of Great Britain France and Ireland King Defender of the Faith and so forth.

Sealed and Delivered where no Stamps are Used in the presence of
M. Corbett
Pat. Scott

Rowley Lascelles (L.S.)

A true copy
T. Spencer
Atty Complainant

Mayor's Court at Madraspatnam } { Tuesday the 2d Day of October Anno Domini 1787

L.S.

Mayor's Court

Present
James Call Esquire Mayor
William Webb, Vincentio Corbett and Andrew Ross — Aldermen

Between Michael Lascelles by his Attorney John [illegible] of Fort Saint George Merchant Complainant and Henry Lindsay of Fort Saint George Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Subpoena 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 Hundred and Seventy One Star Pagodas and Twenty Nine Fanams Star Pagodas 171. 29 together with all such Interest as now is or shall hereafter become Due thereon until full payment is made also all Costs of this Suit.

Jas. Call

Filed 6th April 1787

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

Humbly Complaining sheweth unto this Hon.ble Court Your Orator [illegible] Modeliar and [illegible] Upper Modeliar of Madras [illegible], that [illegible] of the same Place Inhabitant stands well and truly indebted unto Your Orator in the full and just Sum of Seven Thousand Six Hundred and Nine Pagodas and fifteen fanams Current Money of Madras, Making in Value Money of Great Britain at the Rate of Eight Shillings for one Pagoda, the Sum of Three Thousand and forty three Pounds Fourteen Shillings and Six Pence, as will more particularly and at large Appear by the Copies of [illegible] Account and [illegible] Bond 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, the Originals of which are in the Possession of Your Orator's Attorney and ready to be produced when Your Orator shall by this Hon.ble Court be thereunto Required. Your Orator further shews that he has frequently and in an Amicable Manner Requested payment of the said Sum of Seven Thousand Six Hundred and Nine Pagodas and fifteen fanams from the said [illegible]

But now so it is May it please this Hon.ble Court that the said [illegible] refuses to pay the same, or give Your Orator any manner of Satisfaction touching the premises. Your Orator therefore prays [illegible] Relief [illegible] this Hon.ble Court shall seem Agreeable to Equity and Good Conscience [illegible]

on that the said [illegible] may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things hereinbefore set forth and Alledged, as fully truly and Effectually to all Intents and Purposes as if the same were here Again Repeated and particularly Interrogated, and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Seven Thousand Six Hundred and Nine Pagodas and Fifteen 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 Hon.ble Court to Cause the said [illegible] 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 then fixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon.ble Court shall seem Meet.

P. Spencer
Attorney Complainant

Fort St. George
this 6th Day of April 1787
This Bill was sworn to in the
[illegible]
[illegible]

Jno Call
Mayor

Dr. Annah Sawmey in Acct. with Iyla Vencatachala Moodeliar & Singeroo Ayyar Moodeliar Cr.

1785 October	26	To Amount of Your Bond of this Date	6500	1787 March	28	By Ballance due	7605 15 ..
1787 March	28	To Interest on Do. from 26th of October 1785 to this day being 17 Months at the rate of 12 P Cent P Annum	1105 15 ..				
		Pagodas	7605 15 ..			Pagodas	7605 15 ..

Fort St. George March 28th 1787
Errors Excepted

[illegible]
[illegible]
[illegible]

Attest Copy
P. Spencer
Ast. Regr. Examined

Know all Men by these Presents that I Annah Sawmey of Madras Inhabitant, Son of Poombaree Cunnacee Cunnada Moodeliar Deceased am held and firmly bound unto Iyla Vencatachala Moodeliar and Singery Ayyar Moodeliar of Madras Dubashes in the Penal Sum of Thirteen Thousand Star Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Iyla Vencatachala Moodeliar and Singery Ayyar Moodeliar their Certain Attorney Executors Administrators and 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 Sixth day of October in the Year of Our Lord One Thousand Seven Hundred and Eighty five.

Whereas the Above bound Annah Sawmey hath borrowed and received of the Above Named Iyla Vencatachala Moodeliar and Singery Ayyar Moodeliar [illegible]

of Six Thousand and five Hundred Star Pagodas to bear Interest at the rate of Twelve per Cent per Annum and payable in Twelve Months and for the better Security the payment whereof the Title deeds of the said Poombaree Cunnacee Cunnada Moodeliar Deceased Mortgaged unto the said Iyla Vencatachala Moodeliar and Singery Ayyar Moodeliar a Garden including with the House Situated near Padanaie Pagoda, and another Garden Situated near the Town [illegible] together with their Title Deeds According to the List hereunto Annexed late the Property of the said Poombaree Cunnacee Cunnada Moodeliar Deceased.

Now the Condition of this Bond is such that if the above bound Annah Sawmey shall pay or Cause to be paid at the Expiration of Twelve Months from this Date the said Sum of Six Thousand and Five Hundred Star Pagodas with Interest thereon after the rate of twelve per Cent per Annum unto the said Iyla Vencatachala Moodeliar and Singery Ayyar Moodeliar their Heirs, Executors, Administrators or Assigns then this Obligation to be Void, but in default shall be made in payment thereof then and in such case I the above bound Annah Sawmey do empower the said Iyla Vencatachala Moodeliar and Singery Ayyar Moodeliar to Prosecute me the said Annah Sawmey in the Honble. Mayors Court at Madraspatnam and to sell the House and Gardens late Property of the said Poombaree Cunnacee Cunnada Moodeliar Deceased at Publick Outcry for the most Money which can be got for the same and to pay them the said Iyla Vencatachala Moodeliar and Singery Ayyar Moodeliar the Amount of Principal and Interest from the Amount Proceeds thereof and all Costs Charges and Expences Attending the same, and afterwards to pay the Residue unto the said Annah Sawmey.

Annah Sawmey (L.S.)

Signed Sealed and Delivered
(Where no Stamped Paper is to be had)
in the Presence of Veeraroyam
[illegible]

Attest Copy
P. Spencer
Ast. Regr.

List of Title Deeds of Four Gardens belonging to late Comara [illegible]

No. 1. One Bill of Sale in the Name of Ponnian Caliapah Moodeliar given by Ramappen Dated 24 Feb. 1754.
2. One Certificate in the Name of Pundala Vencatachellumpah [illegible] dated 7th May 1772.
3. One Bill of Sale in the Name of Narrain Jalungapah Moodeliar given by Pundala Vencatachellumpah [illegible] dated [illegible] 1775.
4. One Bill of Sale in the Name of Narrain Jalungapah Moodeliar given by Pundala Naick dated 31 Oct. 1774.
5. One Malabar Bill of Sale in the Name of Ponnian Mootalaude Moodeliar given by Ramagypen dated 3 [illegible] in the Year called Vejayah.
6. One Gentoo Bill of Sale in the Name of Vencatachellum given by [illegible] Pungamaul dated the [illegible] in the Year called [illegible]
7. One Do. in the Name of Ponnian Mutteng Moodeliar given by [illegible] dated 12 [illegible] in the Year [illegible]
8. One Do. in the Name of [illegible] Moodeliar and [illegible] of [illegible] dated the 3 [illegible] in the Year Vejayah.
9. One Do. in the Name of Narrain [illegible] Moodeliar given by [illegible] dated [illegible] in the Year [illegible]
10. One Do. in the Name of Mootalaude Moodeliar given by Conagaveloo dated 5 [illegible] in the Year [illegible]
11. One Do. in the Name of Mootalaude Moodeliar given by [illegible] dated the 11 [illegible] in the Year [illegible]
12. One Receipt given by Covindan in the Year [illegible] dated [illegible] Ponnian
13. One Certificate of the [illegible] Garden in the Name of [illegible] dated 16 January 1778.
14. One Bill of Sale for Do. in the Name of Vellapah Moodeliar given by Ramakistnan, Vengapah Brothers and [illegible] dated the 25 Nov. 1753.

Soobarayen Witness [illegible]

Annah Sawmy (L.S.)

Above Copy

J. Spencer
Atty. Complainant

Filed 26th June 1787

The Answer of Annah Sawmy

of Madras Inhabitant Heir of Pundalaivoo Comara Covenunda Moodelliar Deceased Defendant to the Bill of Complaint of Ayla Vencatachellum Moodelliar and Singery Appoo Moodelliar of Madras Inhabitants Complainants Defendants

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception which may hereafter be had or taken to the many Errors incertainties and insufficiencies and manifest Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as he this Defendant is Advised is material or necessary for him to make Answer unto He this Defendant Answereth and saith that at the time he Applied to the Complainants for the Loan of the Sum of Six Thousand and five Hundred Star Pagodas [illegible] Occasion and which this Defendant expected would have proved the means of him this Defendant immediately getting the Entire and absolute possession of all and singular the Estate and Effects Rights and Credits of the Deceased Pundalaivoo Comara Covenunda which he as Heir at Law this Defendant was and is well and fully Entitled unto But from Various unexpected Oppositions and Impediments laid by Litigious People [illegible] towards this Defendant he hath hitherto been unable to Effect the same [illegible] this Defendant [illegible] the Complainants and all who had demands [illegible] at Law [illegible] Justice they have a Right to

Expect from him. This Defendant further saith that from the Nature and Value of the Mortgaged premises it is Evident from the Complainants own Shewing that they have undoubted Security in their own hands for double the Sum due to them nor hath the Uncivil Conduct of this Defendant towards the Complainants Merited the Attachment made upon him by which the Complainants Aimed at Exposing to Sale the Patrimonial or family Estate of this Defendant in a manner which would not only distress him to the greatest degree but prove injurious to his Reputation and would not under such Circumstances produce the half the real Value. This Defendant further saith that in full confidence of the Complainants being either willing to lend and accommodate this Defendant than to Distress him he assigned to them One house at [illegible] and Securities not hoping that the Continuance would have been taken against him which they have [illegible]

The Defendant therefore from the nature of this Case and particular Circumstances humbly prays the Equitable Interference of this Honble Court to prevent the Complainants from Selling his family house and Garden for a reasonable time which Indulgence and Interference this Defendant is Advised is agreeable to the Rule observed in Similar Circumstances to the like Circumstances by the Lord High Chancellor of Great Britain beyond Mortgages being considered as real Estate till the Service of the Heir at Law – Especially when he can by no Degree [illegible] further the Complainants cannot be injured they having Substantial Security in their Own hands and a few Months forbearance will Enable this Defendt as he hopes and doubts not to pay off and Redeem the Mortgaged Premises in Question.

All which Matters and things this Defendant is ready and willing to aver maintain and prove

this Honble Court shall direct and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most Wrongfully Sustained.

Edward Ellis
Chas. Baker

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

Ranganaudoon
Interpreter

No. 432

L.S.

Know all Men by these Presents that I Sudumal Sangapa for and in Consideration of the Sum of One hundred and twenty six Pagodas to me in hand paid by Songapana Villapa Have Bargained and Sold and Do hereby bargain and sell unto the said Songapana Villapa a Garden Containing in length from North to South Five hundred and forty feet or thereabouts and in breadth from East to West One hundred twenty six feet or thereabouts with a Piece of Garden adjoining Measuring lengthwise East and West One hundred and twenty feet and in breadth North and South Eighty six feet or thereabouts, and also another Piece of Ground Adjoining in length East and West twenty feet and in breadth Sixty three feet and a half or thereabouts which said Garden and Ground are Situated at the Peddah Naikse Pettah in Peddanaickpett between a Piece of Villapa's own Ground and the house of the abovenamed Sudumal Sangapa To Have and to Hold all the said Premises with every the Appurtenances unto belonging to the same unto him the said Songapana Villapa his Heirs and Assigns forever. In Witness

Witness whereof I have hereunto set my hand at Fort St. George
this 29th day of July 1754.

Registred at Fort St. George
the 29th day of July 1754
Saml. Ardley Regr.

The Mark of [illegible]
Tannaya

Chas. Boddam
John Smith } Js.

№ 4626.

L.S.

Ex.d

This is to Certify that Bundalah Vencatah Tanna-napah Naick hath this Day Appeared before Us and produced Vengatty [illegible] and Balla Soomy Vencatah Swamy Persons of Credit who declare that they have known the said Bundalah Vencatah Tannanapah Naick Twenty Years and that they knew him in Possession of a Garden Containing length from East to West on the North side Three Hundred and Twenty five feet and on the South Side Three Hundred and Eighty five feet and in Breadth from North to South at the East end Two Hundred and Sixty two feet and at the West end Two Hundred and forty seven feet Together with a Piece of Ground Adjoining Measuring in length from East to West on the North side Three Hundred and Eighty five feet and on the South Side Three Hundred and Sixty five feet and in Breadth from North to South One Hundred and Ninety eight feet which premises are Situated at Peddo Naicks Pettah in [illegible] Road Between the Towns of [illegible] and [illegible] Garden [illegible] Bounded [illegible] Naick [illegible] which premises he has Possessed Eight Years Without any Dispute or Question of his Right thereto That moreover a Paper Advertisement was duly Affixed on a Conspicuous Part of the Abovementioned Garden One Month before the passing of this Certificate all which the said Witnesses Attest [illegible]

Without any intent or View of private Advantage to themselves the said Bundalah Vencatah Narranapah Naick likewise avers that he is now in full and Lawfull Possession of the same free from any Mortgage or incumbrance whatever But that the Bill of Sale of the said premises has been lost The above Premises having been examined and Measured by Vencatachellah Maistry Bricklayer employed on that Service are Valued by him at the Sum of One Thousand and Eight Hundred Pagodas In Testimony whereof We have hereunto set Our Hands and Caused the Seal of the Choultry Court at Fort St. George to be Affixed this 5th day of May One Thousand Seven Hundred and Seventy two

John Smith } Jus.
Richd. Brickenden

Witnesses
[illegible]
Vengatty [illegible]
[illegible]
Balla Soomy Vencatah Swamy
[illegible]
[illegible]

Registred in Fort St. George
this 26th day of May 1772
[illegible] Regr.

№ 4623 & 4624.

Memorandum that in length from East to West on the North side Two [illegible] and on the South side Two Hundred and fifteen [illegible] Hundred and Sixty five feet and in Breadth from North to South One Hundred and Ninety eight feet

feet has been Sold to Moorun Pallapah and also in length from North to South One Hundred and Ninety eight feet and in Breadth from East to West One Hundred and fifty feet of the within Mentioned premises has also been Sold to Moorun Rungapah this 2d Day of May 1772.

Edwd Stracey
Regr

Memorandum

That a Piece of Ground in full of the premises Mentioned in the Within Chultry Certificate No. 4626 has been Sold the 31st day of October 1774 to Moorun Rungapah Modely and Moorun Pallapah Modely by the Owner thereof Bundalah Pallaudi Ramanaick Brother and heir to Bundalah Vunalla Narrangapah Naick Deceased, As appears by the Two Chultry Bills of Sale No. 5984 and 5985.

J. Daniell
Regr

No. 4628

L.S.

Ex.

Know all Men by these presents, that I Bundalah Vunalla Narragapah Naick, for and in Consideration of the Sum of Seven Hundred Pagodas to me in hand paid by Moorun Pallapah, Have Bargained and Sold, and Do hereby Bargain and Sell, unto the said Moorun Pallapah a Garden, Containing in length from East to West on the North side Two Hundred and Thirty five feet, and on the South side Two Hundred and fifteen feet and in Breadth from North to South One Hundred and Ninety Eight feet, Which premises are Situated at Pedda Naick's Village in Tadaungar Pagoda Street, Between the Gardens of Bumbaun Valapah Modelly and the said Bundalah Vunallah Narraingapa Naick; To Have and to Hold the said Garden, and every part thereof with all the Appurtenances, Now belonging to the same, Unto the Above named Moorun Pallapah his heirs and Assigns for Ever. In Witness whereof I have hereunto set my hand in Fort St. George this 2d Day of May One Thousand Seven Hundred and Seventy two.

Town Conicoply [illegible]
Registered in Fort St. George
this 26th Day of May 1772.
Edwd Stracey
Regr

Witnesses
Lingapilly Colaulte

John Smith
Richd Brickenden } Jus.

Bundammie Vunallah Swamy
on [illegible]

No
5985

L.S.

Know all Men by these presents that I Kundalah Pallaube Ramanaick, Brother and heir to Kundalah Vunattah Narrangapah Naick Deceased of Moyapan by the Evidence of Custoory Vungana Naick, and Tully Chitty Ramanjolee Naick for and in Consideration of the Sum of Seven Hundred and fifty Pagodas to me in hand paid by Avrun Rungapah Moodelly Have Bargained and Sold and Do hereby Bargain and Sell unto the said Avrun Rungapah Moodelly a Garden Containing in length from East to West on the North side Three Hundred and Eighty feet, and on the South side Three Hundred and Eighty five feet and Breadth from North to South at the East end One Hundred and Thirty feet, and at the West end One Hundred and thirty two feet, which premises are Situated at Pedda Naickpettah, in Pedarpar Pagoda Street Between the Grounds of Tumbu ray Mellatumby Moodelly and Avrun Talchapah Moodelly To Have and to Hold the said Garden and every part thereof With all the Appurtenances thereunto belonging to the same, Unto the Abovenamed Avrun Rungapah Moodelly his heirs and Assigns for Ever, In Witness whereof I have hereunto set my hand in the presence of Tully Chitty Ramanjolee Naick, and Vencadasum for the Town Conicoply Paria Eyah the same of whom has Explained to me the Above Writing in the Gentoo Language in Fort St George this 31st day of Octr. One thousand seven

Hundred and Seventy four

[illegible]

Witnesses

[illegible]

Custoory Vungana Naick

[illegible]

Tully Chitty Ramanjolee Naick

[illegible] Vencadasum for the Town Conicoply Paria Eyah

[illegible]

Vunalachella Moodry

[illegible]

Town Conicoply Paria Eyah

G. O Dawsone
Edw. Stracey } Justs.

Registered in Fort St George this 31st day of October 1774

J. Daniell
Regr.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

1

[illegible]

[illegible]

2

[illegible]

[illegible]

L.S.

No. 131

This is to Certifie that Pimmallalu appear'd before me and Proved himself to be the Lawfull Owner of a Garden standing in Ball Chitty's Battee Walk between the said Batee and the Garden of Purshama Containing in Length Eight hundred and forty three feet and in Breadth to the [illegible] Two hundred and Eighty feet to the other four hundred and forty. Value two hundred Pagodas. Which said Garden was formerly Given by the Honble Compy and the Bill [illegible] Lost. To Testifie the truth Whereof We have Sett our hands and Cause this Certificate to be Recorded in the Choultry Court in Fort St. George January the 16. 175 2/3

Registred January the 17th 175 2/3
Pr M. Empson
Regr.

Nic: Morse
Fran: Rous } Justices

The above house & Garden Sold to [illegible] the Name Chitty for 150 Pags [illegible] Contain'd in Length 450 feet and in Breadth 370 feet

---

Know all Men by these Presents that We Rama Kishna and Coppya Brother and Son to Pimmallu for and in Consideration of the Sum of One hundred and forty five Pagodas to us in hand paid by Poonbauly Vellapah Moodeliar Have bargained and Sold and by these presents Do bargain and sell unto the said Poonmauly Vellapah Moodeliar a Garden in Ball Chitty's Battery Walk Situated between the said Battery Walk and the Garden of Budrya Containing in Length from North to South at the East end four hundred and Thirty feet and at the West end four hundred and three feet and in breadth from East to West at the South end three hundred and Sixty feet and at the North end Two hundred and forty feet together also with a piece of Ground on the North side of the said Garden Containing in Length from East to West One hundred and fifty five feet and in breadth from North to South Twenty four feet. To have and to hold the said Garden and Ground unto him the said Poonbauly Vellapah Moodeliar his Heirs and Assigns for Ever. In Witness whereof We have hereunto Set Our hands in Fort St. George the 23 November 1753.

Registred in Fort St. George
24 Day of November 1753.
Pr Saml. Ardley
Regr.

Chas. Boddam
John Smith } Ats.

Mayor's Court at } Tuesday the 2d Day of October
Madraspatnam } Anno Domini 1787

L.S.

Mayor's Court

Present

James Call Esquire Mayor
William Webb — Vincentio Corbett and
Andrew Ross — Aldermen

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

This Cause coming on to be Heard and
Debated this day in the presence of the Counsel on both
sides on Reading the Complainant's Bill

Filed the 6th July 1787

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

Humbly Complaining Sheweth unto this
Hon.ble Court Your Orator Villaya Chitty of Madras Merchant That
Henry Lindsay and Augustus Campbell of the same place
Merchants Stands justly and truly indebted unto Your Orator
in the full and just Sum of Ninety Pagodas and twenty 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 Six Pounds and four Shillings as
will more fully and at large Appear by Copies of a promissory
Note and an Account 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 Henry Lindsay and August Campbell of the
said Sum of Ninety Pagodas and twenty four fanams

But now so it is May it please this Hon.ble Court
the said Henry Lindsay and Augustus Campbell 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 [illegible] Relief such as to this Hon.ble Court shall appear agree
able to Equity and Good Conscience To the End therefore
that the said Henry Lindsay and Augustus Campbell may
upon their Corporal Oath full true direct and perfect Answer
Make to all and singular the Matters and things herein

before set forth and alledged as fully truly and effectually to all intents and purposes as if the same were herein repeated and particularly interrogated and that they may be decreed to pay unto Your Orator the aforesaid Sum of Ninety Pagodas and Twenty four fanams with all such interest as now is or shall hereafter become due thereon with all Costs of this Suit.

May it Please the Honble Court to cause the said Henry Lindsay and Angush Campbell 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 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
Compl.ts Attorney

Thur. July 6th 1787.
This Bill was shewn before on the Day
of Adjournment to be summoned for and
returnable on the next Court Day.

Jn.o Call
Mayor

Madras 12th April 1786.

We promise to pay Velloo Chitty or Order Eighty Pagodas for Liquors received from him.

Henry Lindsay
A. Campbell

A true Copy
Chas. Baker

Dr. — Mess.rs Henry Lindsay and Angush Campbell in Account Current with Velluya Chitty — Cr.

1786 April 12th	To the Amount of Your Promissory Note bearing date this day	80	. .	By Ballance due	90	24
1787 June 4th	To Interest on Do. to this day is 1y. 1m. 22d. at 10	10	24			
	Pagodas	90	24	Pagodas	90	24

Fort Saint George 4th June 1787
Errors Excepted.

A true Copy
Chas. Baker

Mayor's Court at Madraspatnam } { Tuesday the 18th day of Sept. Anno Domini 1787.

Present ——

L.S.

James Call Esquire Mayor,
George Savage and Andrew Ross
Aldermen ——

Mayor's Court

Between William Chilley of Madras Merchant Complainant and Owen Sanders and Dugald Campbell of the same Place Merchants Defendants.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendants 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 Defendants shall pay unto the Complainant the full and just Sum of Ninety Pagodas and twenty four fanams Pagodas 90.24 together with Lawful Interest as now is or shall hereafter become due thereon untill full Payment is made and all Costs of this Suit.

Per Cur.

Filed the 28th Aug. 1787 } in Court

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator John Lewis Lemieux of Madras Merchant That James Barker of the same place Madras Merchant Stands Indebted unto Your Orator in the full and just Sum of Five Hundred and thirty One Pag's and thirty 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 Two Hundred and twelve Pounds Thirteen Shillings and Eleven Pence as will More fully and at Large Appear by Copy of an Account Current hereunto Annexed for the Inspection of this Hon'ble Court which Your Orator prays may be Admitted as part of this his Bill of Complaint And Whereas Your Orator hath frequently and in an Amicable Manner requested Payment of the said Sum of Five Hundred and thirty One Pagodas and thirty three fanams from the said James Barker ——

But now so it is May it Please this Hon'ble Court the said James Barker Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction therein 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 James Barker may upon his Corporal Oath full true and perfect Answer make to all and singular the Matters and things herein before Set forth and Alledged as fully and Effectually to all Intents and Purposes as if

[illegible]

[illegible] all Costs of this Suit.

Daniel Trail [illegible] the said Court [illegible] James Barter to be summoned and [illegible] Vizagapatam and [illegible] Personally to be and Appear before this Court [illegible] then and there to Answer the [illegible] Bill of [illegible] Complainant [illegible] this said Court shall [illegible]

[illegible] of the same Place [illegible] Defendants

[illegible] the Records of this [illegible] and for the Defendant [illegible] Bill which he has Neglected [illegible] think fit to Order and [illegible] Order and Decree that the [illegible] Complainant the full [illegible] and Thirty [illegible] together with Interest [illegible] hereafter become due [illegible] also all Costs of this Suit [illegible]

Dr. James Barter Merchant in Acct. with [illegible]

1787 May 15	To 225 Pagodas Bill [illegible] at [illegible] Pr Ct [illegible]	245	1787 [illegible]	[illegible]
[illegible]	[illegible]	231.33		
	Pagodas	231.33		

Madras 11th [illegible]

E. E. [illegible]

Mayor's Court at Vizagapatam } { Tuesday the 16th Day of October Anno Domini 1787 —

Present —

James Call Esquire Mayor
George Savage and Andrew Ross Aldermen —

Between Thos. Lewis Len[illegible] of Madras Merchant Complainant and James Barter of the same Place Merchant Defendant —

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, the Court doth therefore think fit to Order and Decree the Bill accordingly. Ordered and Decreed that the Defendant do pay unto the Complainant the full and just sum of Two Hundred and Thirty One Pagodas and [illegible] Pagodas 231.33 together with Interest [illegible] shall hereafter become due until full Payment is made, also all Costs.

By the Court

[illegible]

if the same were herein again repeated and particularly set forth and that he may be Decreed to pay unto him the aforesaid Sum of Five Hundred and thirty One Pagodas and thirty three fanams together with all such Interest as shall be now become due thereon also all Costs of this Suit.

May it please this Honble Court to Grant unto [illegible] James Barker to be Summoned and by order of the Sheriff of Fort St George Town of Madraspatnam and the [illegible] 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 Complainant's Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honble Court shall seem meet &c.

[illegible]
[illegible]
Attorney for the Complainant

Dr James Barker in Acct Current with Elias Lewis Lemesurier Cr

1787 May	12	To 225½ Pagodas Bill of [illegible] at [illegible]	245	1787 June	By Cash received	500	
	19	To 979 Callums of Paddy at 15 fanams p Callum	986.33		By do	200	
						700	
					By Balance	531	33
		Pagodas	1231.33		Pagodas	1231	33

Madras 14 June 1787

E. E. Elias Lewis Lemesurier

[illegible]
[illegible]
Attorney for the Complainant

Mayor's Court at Madraspatnam } { Tuesday the 16th Day of October Anno Domini 1787.

Present

James Call Esquire Mayor
George Savage and Andrew Ross
Aldermen

L.S.

Mayor's Court

Between Elias Lewis Lemesurier of Madras Merchant Complainant and James Barker 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 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 thirty One Pagodas and thirty three fanams or Pagodas 531.33 together with all such Interest as shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

By Order

550

Filed the 28th Augt 1757
in Court

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto the Honble Court Your Orators John James Lemmius and Charles Dolben of Madras Merchants Executors named in the Last Will and Testament of John James Guillard late of Madras Merchant Deceased Which Will they have Duly proved in this Honble Court and have thereby taken upon themselves the burden and Execution thereof as by the Records of this Honble Court reference being thereunto had May Appear that James Baker of the Complain Merchant Stands indebted unto Your Orators as Executors aforesaid in the full and just Sum of Two Hundred and twenty Eight Pagodas and thirty eight fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Ninety One Pounds and Eleven Shillings as will more fully and at large Appear by Copy of an Account Current and Copy of a Promissory Note hereunto Annexed for the Inspection of this Honble Court both which Your Orators Pray may be Admitted as part of this their Bill of Complaint And Whereas Your Orators have frequently in an Amicable Manner Requested payment of the said Sum of Two hundred and twenty Eight Pagodas and thirty Eight fanams from the said James Baker.

But now so it is May it Please Your Honours that the said James Baker Obstinately and wilfully refuses

501

touching the Premises Your Orators 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 James Baker may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orators as Executors aforesaid the said Sum of Two Hundred and twenty eight Pagodas and thirty eight fanams together with all such Interest as shall hereafter become due Pursuant to all Costs of this Suit.

May it Please this Honble Court to Command the said James Baker to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain Time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree as to this Honble Court shall Seem Meet.

Wm Du Pré

Attorney Complainant

Dr. { James Barker in Account Current with John Louis Lemmieux and Charles Delon Executors of John Francis Taillard Deceased } Cr.

1787						1787					
March	12	To Amount of a Debt by You Owing to the Deceased in his Lifetime, for which the Complainants Action Against You in the Mayors Court the 11th May of January last And which is with the Damages Consideration of Your Paying part of the said Debt and Giving a Note of Hand for the Remainder and Paying Costs of Suit	404	24	-	March	12	By Cash on Account	98	28	-
		To Costs as per Taxed Bill	22	33	-	April	1	By Cash in part of Your Note of Hand for Ps. 300 - Second Instalment	100	-	-
									198	28	-
								By Balance	228	38	-
									427	21	-
		Pagodas	427	21	-			Pagodas	427	21	-

Madras 23rd August 1787
Errors Excepted

John Louis Lemmieux }
Charles Delon } Executors

A true Copy
H. Du Puy
Atty Compl.

I Promise to pay to Mr Taillard the Sum of One Hundred Star Pagodas every Month until I pay him Three Hundred Star Pagodas

Jas. Barker

Madras the March 12th 1787

A true Copy
H. Du Puy
Atty Compl.

Mayors Court at Madraspatnam } { Tuesday the 16th Day of October Anno Domini 1787

Present

James Call Esquire Mayor
George Savage and Andrew Ross Aldermen

L.S.

Mayors Court

Between John Louis Lemmieux and Charles Delon of Madras Merchants Executors Named in the Last Will and Testament of John Francis Taillard late of Madras Merchant Deceased Complainants and James Barker 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 Two Hundred and twenty eight Pagodas and thirty eight fanams Pagodas 228.38 together with all such Interest as now is or shall become due thereon until the full Payment be made also all Costs of this Suit

---

Filed 16th 1787

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

The Humble Petition of
Charles Inglis One of the Attornies of
this Hon.ble Court

Sheweth

That Your Hon.ble Court have been Pleased to Appoint Your Petitioner an Attorney thereof and that since he has been so Appointed Application hath been made to him to Act as a Notary Public

Your Petitioner therefore prays that he may be enabled to Act as a Sworn Notary of this Court which Permission he understands hath been granted to all the other Attornies of this Hon.ble Court

Fort St. George
15th October 1787

Chas. Inglis

Filed 9th Oct. 1787

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Augustine Bastos of Madras Inhabitant that Comatum Veerungata Chitty of Triplicane Inhabitant stands justly and truly indebted unto Your Orator in the full and just sum of Four hundred and forty Eight 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 Seventy Nine Pounds and four shillings as in and by a certain writing more fully and at large appears by a Copy of a Mortgage Bond or Obligation and a Memorandum thereunto Annexed for the inspection of this Hon.ble Court and which Your Orator further sheweth unto this Hon.ble Court that he hath frequently and in an amicable manner requested payment of the said sum of four hundred and forty eight Pagodas from the said Comatum Veerungata Chitty

But Now so it is May it Please this Hon.ble Court that the said Comatum Veerungata Chitty 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 Hon.ble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Comatum Veerungata Chitty May upon his Corporal Oath full true and perfect Answer make to all and singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were here again repeated and particularly ly interrogated and that he may be Decreed to pay unto Your Orator the Aforesaid Sum of four hundred and forty Eight 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 Comatoor Soonagala Chetty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrapatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as this Honble Court shall seem Meet.

Fort St George 17th Octr 1787

Chas Ingles
Atty for the Compt

This Bill was received in the time of Adjournment & the Summons Issued the first Court Day

Jas Call
Dy Regr

Know all Men by these Presents that I Comatoor Soonagala Chetty Brammy Inhabitant of Tryplicane am held and firmly bound unto Mr Augustine Burton of Madras Inhabitant in the Penal Sum of Eight hundred Star Pagodas to be paid unto the said Augustine Burton his Heirs Executors Administrators or Assigns To which payment well and truly to be Made I bind myself my Heirs Executors and Administrators firmly by these Presents. In Witness whereof I have hereunto set my hand and Seal in Fort Saint George this fifteenth day of October in the Year One thousand seven hundred and Eighty Six.

Whereas the Above bound Comatoor Soonagala Chetty Brammy

hath Borrowed and Received of the above Named Augustine Burton the full and just Sum of four hundred Star Pagodas to bear Interest at the Rate of Twelve per Cent per Annum Payable in Six Months from the Date hereof and for Securing the Payment Whereof the said Comatoor Soonagala Chetty Brammy hath Mortgaged and Made over and by these Presents Doth Mortgage and Make over unto the said Augustine Burton his Heirs Executors Administrators and Assigns the Title Deeds of a Small Piece of Ground Situate lying and being at Tryplicane Consisting forty five Grounds as therein are mentioned and Specified in the two Cadjan Writings Delivered unto the said Augustine Burton bounded by the Gardens of Coja [illegible] Cawn to the Southward [illegible] Brammy to the Northward [illegible] Singana Chitty to the Eastward and [illegible] Garden Ground to the Westward to have and to Hold the said Ground and premises unto the said Augustine Burton his Heirs Executors Administrators and Assigns to and for his and their own use and benefit for ever. He hereby Declared that the said Premises are free from all other Mortgages or Incumbrances Whatsoever.

Now the Condition of this Obligation is such that if the above bound Comatoor Soonagala Chetty Brammy his Heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto the said Augustine Burton his Heirs Executors Administrators or Assigns the full and just Sum of four hundred Star Pagodas together with Interest as aforesaid at the time mentioned then this Obligation to be Void and of no Effect otherwise to Remain in full force and Virtue.

[illegible] (L.S.)

Signed Sealed and Delivered (where no Stamps paper is to be had) in the Presence of
[illegible]
[illegible]

A true Copy
Chas Ingles
Atty for the Compt

Dr. Gomalum Seevengata Charry in Account Current with Mr. Augustine Burton Cr.

1786 Octr.	13	To the Amount of Your Mortgage Bond being this day	400	1787 Octr.	13	By Ballance due to this Day	448
		To Interest from 13th October 1786 to this day being at the rate of 12 per Cent per Annum	48				
		Pagodas	448			Pagodas	448

Madras 13th October 1787

E. E. Aug. Burton

A true Copy [illegible]
Atty for the Compl.

Mayor's Court at Madraspatnam } { Tuesday the 23d Day of October Anno Domini 1787

Present

L.S.

James Call Esquire Mayor
Edward John Holland Vincentio Corbett and
Andrew Ross Aldermen

Mayor's Court

Between Augustine Burton of Madras Inhabitant Complainant and Gomalum Seevengata Charry of Triplicane Inhabitant Defendant

The Defendant being in Court and acknowledging the justness of the Complainant's Demand This Court Doth therefore think fit to Order and Decree and Doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Four hundred and forty Eight Pagodas (Pagodas 448) together with the Interest thereon as shall hereafter become due thereon until the Payment is Made and also all Costs of this Suit.

Per Cur.

Dr. Gamalum Tiruvengata Chary in Account Current with Mr. Augustine Burton Cr.

86	13	To the Amount of Your Mortgage Bond being this day	400	1787 Octr.	13	By Ballance due to this day	448
		To Interest from 13th October 1786 to this day being 12 Months at the rate of 12 pr Cent pr Annum	48				
		Pagodas	448			Pagodas	448

Madras 13th October 1787

Errors Excepted Augn. Burton

A true Copy [illegible] Attorney for the Complt.

Mayor's Court at Madraspatnam } { Tuesday the 23rd Day of October Anno Domini 1787

Present

L.S.

James Call Esquire Mayor
Edward John Holland, Vincentio Corbett and Andrew Ross Aldermen

Mayor's Court

Between Augustine Burton of Madras Inhabitant Complainant and Gamalum Tiruvengata Chary of Triplicane Inhabitant Defendant

The Defendant being in Court and acknowledging the justness of the Complainant's Demand This Court Doth therefore think fit to Order and Decree and Doth accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of Four hundred and forty Eight Pagodas (Pagodas 448) together with the Interest that shall hereafter become due thereon untill Payment is Made and also all Costs of this Suit.

P Cur.

Dr. Vencatashen in Acct. Curr.t with Edward Miller Cr.

1787 April 15	To Amount of Vencatashen's engagement of this date for	80 - -		By Balance Due	599 - 40 - 50
June 8	To Do. of Ditto of this Do. for	500 - -			
		580 - -			
Oct.r 19	To Interest on Do. till this date @ 12 per Cent per annum viz.t				
	On Pag.s 80 for 6 mo.s	3 - 27 -			
	On Do. 500 - 4 m. 11 d.s	16 - 13 - 50			
	Pagodas	599 - 40 - 50		Pagodas	599 - 40 - 50

Fort St. George 19th October 1787
Errors Excepted

Edward Miller

Alum Cyre P. Walker

No. 1.

Received from Edward Miller the sum of Eighty Star Pagodas Which Pagodas I promise to return when Called upon, and also to pay him 12 per Cent for the time of the while I keep it.

April 15th 1787

Witness my hand

Alum Cyre P. Walker

No. 2.

Received from Edward Miller the full and just sum of five hundred Star Pagodas which Pagodas I promise to return when Called upon, and in the mean time to pay him 12 per Cent for the time of the while detained.

Madras 8th June 1787

Witness my hand

Alum Cyre P. Walker

Filed the 19th October 1787

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

Between Edward Miller of Madras Gentleman Complainant and Vencatashen of the same Place Dubash Defendant

P. Walker
Att.y for Compl.t

Edward Miller the Above Named Complainant Maketh Oath and Saith that Vencatashen the above Named Defendant is Justly and truly Indebted unto this Deponent in the full and Just Sum of Five hundred and Ninety Nine Pagodas forty fanams and fifty Cash Current Money of Madras and this Deponent further Maketh Oath that he hath reason to believe the said Defendant will abscond upon having a Bill of Complaint is filed against him

Edward Miller

Sworn at Fort St. George this 19th Day of October 1787 before Me

Jas. Call Mayor

Interest as now is or shall hereafter become due thereon and also Costs of this Suit.

May it Please this Honble Court to Order the said Samuel Crawford 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.

L. Popham
Atty for Compl.t

3. September 1787.
This Bill was shewn to me between the days of Adjournment to be Summoned & Returnable the Next Court Day.
Jas. Call
Mayor

Mr Crawford .... Dr.

24 Botts. of Brandy	fan. 24 pr Bottle	15 . 4 . -
To Cash lent him on his Account		12 . - . -
Cash		1 . - . -
	Pagodas	28 . 4 . -

Madras
April 2d 87.

E. E. Jno. Parker

A true Copy
L. Popham

Mayor's Court at Madraspatnam } { Tuesday the 30th Day of October Anno Domini 1787.

Present

L.S.

James Call Esquire Mayor
Edward Garrow, Sir John Menzies and Andrew Ross Aldermen

Mayor's Court

Between John Parker of Madras Inhabitant Complainant and Samuel Crawford 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 hath Neglected doing This Court Doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Twenty eight Star Pagodas and Four fanams or Star Pagodas 28 . 4 . - together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit.

Per Cur.

Filed 24th Augt 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator [illegible] of Madras Armenian Merchant That George Bates of Madras Inhabitant stands indebted unto Your Orator in the full and just Sum of One Hundred and Thirty One Star Pagodas eight fanams and fifty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings per Pagoda the Sum of Fifty two Pounds Nine Shillings and [illegible] or thereabouts as will more fully and at large Appear by the Copies of two Promissory Notes of Hand and four Accounts 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 Custody 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 One Hundred and Thirty One Pagodas Eight fanams and fifty Cash.

Yet now so it is and may it please this Honble Court the said George Bates hath hitherto and still refuses to pay the same or give Your Orator any Manner of Satisfaction touching the Premises Your Orator [illegible] relief as to this Honble Court shall appear [illegible] agreeable to Equity and Good Conscience To the End therefore that the said George Bates may upon his Corporal Oath full true and perfect Answer Make to all and Singular the Matters and things herein before [illegible]

and Effectually to all intents and purposes as if the same were here Again Repeated and Particularly interrogated and that the same be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Thirty One Pagodas Eight fanams and fifty Cash with all Such [illegible] 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 George Bates 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.

J. Popham
Atty for Complainant

24 August 1787
The Bill [illegible]
[illegible]
[illegible] Court [illegible]
Jno Call Mayor

At 10 Days after date I promise to pay to Mr Aganally or Order the Sum of Sixty five Pagodas for [illegible]
[illegible]

Value Received Pr Me
Geo: Bates

Madras
24 May 1787

Pagodas 65

A True Copy
J. Popham

At Six Weeks after date I promise to pay to Mr Agavally Satur the Sum of Sixty five Pagodas for half a bale of Yachamullhat

Madras
29th May 1757

Value Received by me
Geo: Bates

Pagodas 65

Above Copy
J. Topham

Dr George Bates in Acct Curr with Agavally Satur Cr

To the Amount of Two promissory Notes of hand of this date payable at Six Weeks after date	65		1757 July 20 By Ballance Due	131 2 50
To Interest on 2 pagodas from 1 per Cent per Annum		1 10		
To the Amount of a promissory Note of hand of this date payable at Six Weeks after date	65			
To Interest from the date per Cent per Annum		4 70		
Pagodas	131 2 50		Pagodas	131 2 50

Madras 20 July 1757 Errors Excepted
Agavally Satur

Above Copy J. Topham

Filed the 27th Augst 1757

In the Honble the Mayor's Court at Madraspatnam

Between Agavally Satur of Madras Armenian Merchant Complainant and George Bates Defendant

The Above Named Agavally Satur Maketh Oath and Saith that the above Named George Bates stands justly and truely Indebted unto this Deponent in the Sum of One Hundred and Thirty One Star Pagodas Eight fanams and fifty Cash as Appears by two promissory Notes of Hand and an Account Copies Whereof are Annexed to this Deponents Bill of Complaint filed this day in this Honble Court

Agavaly Satur

J. Topham
Atty for Complainant

Sworn in Court the 27th day of August 1757 the Contents of the above Affidavit having been first explained to the Deponent in the Portuguese Language by William Swenck the Sworn Court Interpreter

Jno Call
Mayor

Mayor's Court at Madraspatnam } { Tuesday the 3d Day of February Anno Domini 1787

Filed the 2d Feby 1787

Present

L.S.

James Call Esquire Mayor

Edward Garrow — Sir John Menzies

and Andrew Ross — Aldermen

Mayor's Court

Between [illegible] of Madras [illegible] Complainant and [illegible] of Madras Inhabitant Defendant.

It Appearing on the Records of this Court that the Defendant hath been served [illegible] the Complainant's Bill which he hath neglected to answer [illegible] Court [illegible] Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of Two Hundred and thirty One Star Pagodas Eight fanams and fifty Cash of Star Pagodas 231: 8: 50 together with all [illegible] until full payment be made also all Costs of this suit.

Per Cur

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Caesar Boucher of Madras Jeweller that John Charles Wilkins Rex of the same place Inhabitant Stands Justly and truly indebted unto Your Orator in the full and just sum of Two Hundred and fifty five Star Pagodas forty three fanams and sixty five 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 two Pounds Seven Shillings and Eight Pence and Upwards, being the Balance of an Account [illegible] bearing date the thirty first Day of January One thousand seven hundred and Eighty four a true Copy whereof is hereunto Annexed for the inspection of this Hon'ble Court and which Your Orator prays may be taken as part of this Your Orator's Bill of Complaint and Your Orator further Sheweth that he hath frequently and in Amicable manner requested the payment from the said John Charles Wilkins Rex of the said sum of Two hundred and fifty five Star Pagodas forty three fanams and sixty five Cash.

But now so it is and may it Please this Hon'ble Court the said John Charles Wilkins Rex Obstinately and Wilfully refuses to pay the same or to give Your Orator [illegible] this Hon'ble Court shall appear [illegible] to Equity and Good Conscience To the End therefore that the said John Charles Wilkins Rex 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 as fully, truly and Effectually to all intents and Purposes as if the same were here Again Repeated and particularly Interrogated and that he May be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and fifty five Star Pagodas forty three fanams and Sixty five Cash with all such Interest as now is or shall hereafter become due thereon and all Costs of this Suit

May it Please this Honble Court to Grant unto said John Charles Wilkins Bert to be Summoned and Required by the Sheriff of Fort St. George Town of Chinapatnam 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 fixed and Appointed, then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Honble Court shall seem Meet

T. Walker
Atty for Complainant

No. 9

Mr. Box	Dr
To furnishing a Crystal for a Box	3
To a Seal for a Ring	2
To a Diamond Ring	190
To 2 Silver Letters M.T. B.y 5	4
To a Breast Buckle with Pearls and Diamonds	160
To furnishing a Brilliant and a Gold Letter for a Ring	2
To 4 Buttons Water Saphire	8
To a Gold Seal	1 . 22
To a Watch Chain	2
To Setting a Seal	10
To a Diamond Ring	50
To 12 Brilliants @ ⅓ pag. p Pce	4
To Setting three Brilliants in a Ring	3
To furnishing a Crystal and Setting	2
To furnishing a Brilliant for Peters	1
To Setting Do. furnished a Vista for a Ring and painted the hair	3
Pagoda	451 . 22

By money received on Account of this 200 . .

Balance . . . 251 . 22 .

Madras
30 January 1756

(Signed) C. Boucher
Jeweller Underwritten

A true Copy
T. Walker
Atty for Compl.t

Dr. — Mr. John Charles Wilkins in Account Current with C. Boucher — Cr.

Date			Pags.	Fs.	Cs.
1786 June	1	To Amount of Your Bill for Jewellery as p Account Particular	457.	22.	–
1787 June	20	To Interest on Do. till this Day being 1 Year 5 Months and 20 Days at 12 p Cent	80.	27.	64
		Pagodas	538.	13.	64

Date			Pags.	Fs.	Cs.
1786 Jany.	2	By Cash Received in part	20.	–	–
Decr.	4	By Do. Do.	200.	–	–
1787 March	4	By Do. Do.	25.	–	–
June	20	By Interest on the above Sums from their Respective Dates till this Day at 12 p Cent			
		On Pags. 20 ... being Y. M. D. 1. 5. 18. — 3. 12. 21			
		on Do. 200 ... Do. 1. 5. 15. — 33. 13. 64			
		on Do. 25 ... Do. 3. 8. — 33. 70	37.	15.	75
			282.	15.	75
		By Balance due	255.	43.	65
		Pagodas	538.	13.	64

Madras 20th June 1787

E. E.

C. Boucher

Thos. Coyne Walker
Atty. for Compl.

Mayor's Court at Madraspatnam } { Tuesday the 30th Day of October Anno Domini 1787

L.S.

Mayor's Court

Present —

James Call Esquire Mayor

Edward Garrow — Sir John Menzies

and Andrew Ross — Aldermen —

Between Cassel Boucher of Madras Jeweller Complainant and John Charles Wilkins Esqr. of the same place Inhabitant Defendant —

It Appearing by the Records of this Court that the Usual Rules have passed for the Defendant to Answer the 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 Two Hundred and fifty five Star Pagodas forty three fanams and sixty five Cash or Star Pagodas 255.43.65 together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit —

Filed 3rd September 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Zachariah Black of Madras Inhabitant That John Cawley of the same Place Inhabitant stands indebted unto Your Orator in the full and just Sum of Twenty Nine Star Pagodas twenty two fanams and twenty Nine Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Eleven Pounds Seventeen Shillings and two Pence [illegible] as will more fully and at large Appear by the Account thereof 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 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 Twenty Nine Star Pagodas twenty two fanams and twenty Nine Cash

But now so it is May it please Your Honble Court the said John Cawley Obstinately and Wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator [illegible] Relief but such as this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said John Cawley may upon his Corporal Oath full true and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the Same were herein again repeated and Particularly interrogated

aforesaid Sum of Twenty Nine Star Pagodas, twenty two fanams and twenty Nine Cash 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 John Cawley 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

S. Popham
Attorney Complainant

3rd September 1787
This Bill was this day Read & Summons
thereupon [illegible]
Returnable the Next Court Day
Saml. Call
Mayor

John Cawley Dr.

				P.	F.	C.
1784 November	3	To [illegible] Tapeling	2 - -			
		To [illegible]	4 22 40			
		To 1 Dozen of Brandy	- 1 40	6	23	-
		To a [illegible]		3	-	-
	27	To a Pair of Silver Buckles		4	-	-
	31	To [illegible] Do.		1	-	-
1785 Jany.	12	To Cash lent	1 22 40			
August	15	To [illegible]	- 36 -			
		To 2 Do. [illegible] Do.		2	16	40
				16	10	40
1787 Septr.	1	To Interest on the above Sums from their respective Dates @ 12 per Cent				
		Pagodas 6 23 - for 2 Yr. 10 Mo. 29 Ds.	is 6 2 10			
		Do. 6 23 - for 2 8 6	2 35 17			
		Do. 3 - - for 2 8 2	- 31 32			
		Do. 4 - - for 2 8 20	- 9 38			
		Do. 1 - - for 1 8 14	- - 40	12	33	37
		Do. 2 16 40				
		Pagodas		29	22	29

Madras
Septr. 1st 1787
E. E.
Z. Black

A true Copy
S. Popham

Filed 12th Sept. 1787

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

Between Zachariah Polack of Madras Inhabitant Complainant and John Cooley of the same Place Inhabitant Defendant

The above Named Zachariah Polack Maketh Oath and Saith that the above Named John Cooley stands Justly and truly indebted unto this Deponent in the Sum of Twenty Nine Star Pagodas Twenty Seven fanams and Twenty Nine Cash as will more fully Appear by an Account Copy whereof is Annexed to this Deponent's Bill of Complaint filed in this Hon'ble Court on the Third Day of this Instant September —

Sworn in Madras
this 25th Day of September 1787
Before Me
Jas. Call
Mayor

Z. Polack

L. Topham
Attorney for Complainant

Mayor's Court at Madraspatnam } { Tuesday the 6th Day of November Anno Domini 1787

L.S.

Mayor's Court

Present

James Call Esquire Mayor
William Webb and Andrew Ross
Aldermen

Between Zachariah Polack of Madras Inhabitant Complainant and John Cooley of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules having passed 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 Twenty Nine Star Pagodas Twenty Seven fanams and Twenty Nine Cash Star Pagodas 29-27-29 Together with all Such Interest as now is or shall hereafter become due thereon until full payment is made as also all Costs of this Suit

Per Cur.

Filed 19th Octr 1787

To the Honble the Mayor's
Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honble Court Your Orator Sathamana Moodaly of Madras Inhabitant That Soobramaniya Pillay of the same place Inhabitant Stands Justly and Truly indebted unto Your Orator in the full and Just Sum of One hundred and Ninety two Pagodas and thirty two 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 Seventy Seven Pounds and One Shilling as will more fully and at Large Appear by Copies of Translations 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 in an amicable Manner Requested Payment from the said Soobramaniya Pillay of the said Sum of One Hundred and Ninety two Pagodas and thirty fanams and forty Cash.

But now will it Please this Honble Court the said Soobramaniya Pillay Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays General Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Soobramaniya Pillay May upon his Corporal Oath full true Direct and Perfect Answer Make to all and Singular the

truly and Effectually to all intents and purposes as if the same were herein again Repeated and Particularly Interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Ninety two Pagodas and thirty two fanams and forty Cash With all such 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 Soobaramaniya Pillay 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 Determination as this Honble Court shall deem Meet

This Bill was shewn to me in the
Chambers Let a Summons Issue and
Returnable on Next Court Day
This 19th Octr 1787

Jas. Call
Mayor

Chas. Baker
Atty for Compl.

Translation of a Mortgage Bond Dated 25th August 1787.

Soobramaneya Pillai Inhabitant of Madras do give this Mortgage Bond to Latchumana Moodaly of the same Place this Day —

As [illegible] Narasimma Naick having Mortgaged to me the [illegible] [illegible] of [illegible] and Executed a Mortgage Bond Expressing therein a Condition that in case I should Borrow Money from Others on the Mortgage of the said Bond to the said Narasimma Naick was to Discharge the same and Redeem the Mortgage Therefore I in Consequence of my urgent Occasion Borrowed and Received of You the Sum of (190) One hundred and Ninety Current Star Pagodas on the Mortgage of the Abovementioned Bond together with a Bond given me by [illegible] Pillai after having Received the Contents of the said Bond which was Concerning the Mortgage of Land Signed to him by the aforesaid Narasimma Naick and I do hereby Engage to Repay You the said One Hundred and Ninety Star Pagodas on or before the 25th of September next together with the Interest that shall or may become due thereon at the Rate of 12 per Cent per Annum In default of which You are hereby impowered to Recover the principal and Interest by prosecuting me in the Court of the Mayor's Court Thus I have given this Mortgage Bond with my free will and Consent Witness [illegible] [illegible] Dondamuthoo Pillai [illegible] [illegible] this Mortgage Bond was Drawn by [illegible].

Witnesses Signed
[illegible]
Dondamuthoo
[illegible]

(Signed) Soobramaneya [illegible]

A true translation as far as can be from the Malabar Language

---

Dr. — Soobramaneya Pillai in Account Current With Latchumana Moodelly — Cr.

25th	To Your Mortgage Bond Dated this day at 12 per Cent per Annum	190 . .	1787 Octr	8th	By Ballance Due to this Day	192.32.40
2d	To Interest on the above Sum to this Day	2.32.40				
	Pagodas	192.32.40			Pagodas	192.32.40

Fort St. George 8th October 1787
Errors Excepted
p. Latchumanah
Moodelly

Mayor's Court at Madraspatnam } Tuesday the 6 Day of Mar: Anno Domini 1787

L.L.

Mayor's Court

Present

James Call Esquire Mayor

William Webb and Andrew Ross

Aldermen

Between Latchmana Moodaly of Madras Inhabitant Complainant and [illegible] Pillay of the same Place Inhabitant Defendant

The Defendant by his Attorney Mr [illegible] Junior Appears and Acknowledging the justness of the Complainant's Demand This Court Doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of One Hundred and Ninety Two Pagodas and thirty two fanams and forty Cash Pag. 192-32-40 together with the Allowed Interest that shall become due thereon until the Payment is made also all Costs of this Suit.

Per Cur.

Filed the 21st Feby 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Pagadala Narrainapah Naick of Madras Inhabitant, that Ramany Lingarah Moodaly of the same Place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Three Hundred and Ninety three Pagodas Twenty two 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 Fifty Seven Pounds and Eight Shillings or thereabout, as Does more Particularly and at large Appear by the Copies of an Account Current and Translation of a Mortgage Bond hereunto Annexed for the inspection of this Honble Court, and which Your Orator prays may be Admitted as Part of this his Bill of Complaint the Originals of which are in the Possession of Your Orator's Attorney and Ready to be Produced to this Honble Court when required. And whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of Three Hundred and ninety three Pagodas twenty two fanams and Forty Cash from the said Ramany Lingarah Moodaly.

But now so it is May it please this Honble Court the said Ramany Lingarah Moodaly Obstinately and wilfully refuses to pay the same or any part thereof to Your Orator in any manner of satisfaction touching the Premises Your Orator therefore [illegible] this Honble Court shall appear that the said Pennary Sungarah Modelly 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 Stated as fully truly and Effectually to all Intents and Purposes as if the same were here again repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Three Hundred and Ninety three Pagodas Twenty two 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 Pennary Sungarah Modelly to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to answer this Your Orator's Bill of Complaint and further to stand to and abide by Such Order and Decree therein as to this Honble Court shall seem Meet.

Fort St. George
February 21st 1787.
This Bill was Shown to me in the Day of Adjournment Let a Summons go Returnable Next Court day.

Jas. Call
Mayor

P. Spencer
Attory Complainant

Dr. Ponnary Sungarah Modelly in Accot. with Pagadah Narrainpah Naick Cr.

5	To Amount of Your Mortgage Bond of this date	300 - -	1787 Feby.	10	By Balance due	393	22.40
10	To Interest on Do. to this Day being 2 Y. 7 M. 5 D. at 12 per Cent per Annum	93.22.40					
	Pagodas	393.22.40			Pagodas	393	22.40

Fort St. George 10th February 1787.

E. E. (Signed) Pagadah Narrainpah

A true Copy
P. Spencer
Attory Complt.

592

Translation of a Mortgage Bond dated the 5th of July 1774 —

I Ponnary Sungarah Moodely Attyplea Son of Kullum-moolly of Madras do give this Mortgage Bond to Pagadalu Narangapah Naick of the same Place the date to day. —

I have Mortgaged to You my House and Ground situated in the Weerabadrasamy Pagoda Street on the Westward lying on the South Side to Comarapah Moodelie's House and on the North Side to Ningapah Moodelie's House together with the Chuller Title Deed and Borrowed and Received of You the Sum of (300) Three Hundred Star Pagodas Current Money of Madras Which Sum I Promise to pay Unto You before the 30th December next With such Interest as may become due thereon at the Rate of 12 per Cent pr Annum and Release the said Chuller Title Deed of my House, in default of the said Payment Then You are empowered to remain the Court and [illegible] the Same Thus I do give this Mortgage Bond by my Consent — Witness Vittelygadungan Tungapacham Veerachellam Moodeliar and Bundy Ramanjelu Chitty The Mark of [illegible] drawn by Moolakistnam Conicoply of Tellard —

Witnesses Signed
Singapacham Veerachellam
Bundee Ramanjelu

(Signed) Sungarah

Above translation was made from
the Malabar Language —
(Signed) Soobaroyam Interpr.

A true Copy
P. Spencer

593

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

Between Pagadalu Narangapah
Naick of Madras Inhabitant
Complainant and Ponnary
Sungarah Moodely of the Same
Place Inhabitant Defendant

The Affidavit of Pagadalu Narangapah Naick the above named Complainant

P. Spencer
Atty Complainant

This Deponent maketh Oath and saith that the above named Defendant Ponnary Sungarah Moodely stands justly and truly indebted unto this Deponent in the full and just Sum of Three Hundred and Ninety three Pagodas Twenty Two fanams and forty Cash Current Money of Madras as will more Particularly Appear by the Copies of an Account and Translation of a Mortgage Bond annexed to the Bill of Complaint and that the said Defendant has been at the Pending time the Cause of Action thereon

Above Translation was made from
the Gentoo Language —

Soobaroyam
Interpr.

594

Mayor's Court at
Madraspatnam } { Tuesday the [illegible] Day of [illegible]
Anno Domini 17[illegible]

L:S:

Mayor's Court

Present

James Call Esquire Mayor
George Savage and Andrew Ross
Aldermen

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

It Appearing by the Records of this Court that the Space of Six Months (the time limited by his Majesty's Charter) is Elapsed since the Return of the Warrant of Sequestration issued against the Defendant's Effects and that the Defendant hath not Made any Appearance in Court to Answer the Complainant's Bill This Court 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 Ninety three Pagodas Twenty two fanams and Forty Cash or Pagoda 393-22-40 Together With all such Interest as now is or shall hereafter become due thereon Until the full Payment is made as well Costs of this Suit.

Per Cur

595

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 13th Day of June Anno Domini 1786

Present

Robert Ewing Esquire Mayor
George Savage and Jos: Du Pre Porcher
Aldermen

Thomas Lane by his Attorney John Collins Esquire and Peter [illegible]
vers.
Joakim Gregorio

The Attorney for the Complainant prays that this Cause may come on to be heard on Tuesday Next Ordered Accordingly. And as the Defendant has no Attorney Ordered that he be Served With a Copy of this Order by the Complainant's Attorney.

A True Extract

James Taylor
Regr.

Whereas the above bound Joaquim Gregorio hath borrowed and received of the above named Thomas Jones the full and just Sum of One hundred and seven Star Pagodas and Thirty four fanams at Interest at the rate of Twelve per Cent per Annum and payable in Six Months from the date hereof or Sooner if [illegible] a certain Cause now depending in the Mayors Court shall be decided before the Expiration of said Six Months wherein the said Joaquim Gregorio is [illegible] and Peter de Valende Respondent and also a Suit against Francisco [illegible]

Now the Condition of this Obligation is such that if the above bound Joaquim Gregorio his heirs, Executors, Administrators or Assigns shall well and truly pay or cause to be paid unto the said Thomas Jones his heirs Executors Administrators or Assigns the full and just Sum of One Hundred and Seven Star Pagodas and thirty four fanams together with such Interest as shall or may become due thereupon then this Obligation to be void and of none Effect otherwise to remain in full force and virtue

Signed Sealed and Delivered
Where no Stamped paper is to be had in the presence of
Willm Lovcock
Leopold Dellhayde

Jos: Gregorio (L.S.)

True Copy
L. Popham

Dr. Joaquim Gregorio in Acct. Curt. with Thomas Jones Esqr. Cr.

1754 Decr	23	To his Bond thereto dated	107.	24.	–	1755 June	25	By Balance due	115.	14.	–
1755 June	25	To 1/2 Yrs Interest on the above from the 23rd Decr to this day at 12 per Cent per Annum	7.	25.	–						
		Pagodas	115.	14.	–			Pagodas	115.	14.	–

Madras 25 June 1755

E.E.

[illegible] Jones
pr P. M. [illegible]
Attys for Mr. Thos Jones

True Copy L. Popham

Filed 12th Sepr 1755

The Amended Answer of Joaquim Gregorio of Madras Inhabitant Defendant to the Bill of Complaint of Thomas Jones by his Attornies [illegible] Jones and Peter Mason Executors of [illegible] 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 several Uncertainties Insufficiencies and Imperfections in the said Bill of Complaint Contained and for answer thereunto or unto so much thereof as is material for him to make [illegible] to Absolutely Desire to stand indebted unto the said Complainant in the Sum of Money in the said Complainants [illegible] set forth and specified But this Defendant saith that he admits that he did on the Twenty fifth day of November in the Year of Our Lord One Thousand Seven Hundred and Eighty four execute a Bond in favor of Thomas Evans late one of the Attornies of this Honble Court for the Sum of One Hundred and Seven Pagodas and thirty four fanams but this Defendant saith that the said Bond Was not given for Money Borrowed of the said Thomas Evans by this Defendant but the same was given in Consideration of Business performed by the said Thomas Evans in [illegible] Certain Causes which this Defendant as Administrator of Francisco de Moura Deceased had Against One Francisco Fer and Pedro de Alvarede One of which Causes is still Depending before the Honble the Court of Appeals This Defendant further saith that Peter Mason Cassin One of the Attornies of this said Court [illegible] Solicited this Defendant to give him a Bond for the Amount of the said Bills of Costs but that this Defendant as often Declined to do and that this Defendant Refused to Give the before said Bond upon which said Peter Mason Cassin sent this Defendant [illegible] Action [illegible] Made to the Registrar of this Honble Court upon the Bills of Costs being Taxed a Copy of which said Acknowledgement is hereunto Annexed for the Inspection of this Honble Court the Original Receipt being in this Defendants Possession and Ready to be produced when required This Defendant further saith that the said Peter Mason Cassin has not to this day settled the said Bills of Costs [illegible] of this Honble Court [illegible] the said Peter Mason Cassin [illegible]

this Honble Court will be pleased to dismiss the said Bill with Costs.

All Which Matters and things this Defendant is Ready and Willing to aver Maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in this Behalf Most Wrongfully sustained.

Peter Walker
Attorney for Defendant

Should any Deduction be made by a Taxation of the Undermentioned Bills of Costs I hereby Promise to allow the same in Payment of a Bond dated this Day by Mr Tergiman Cogoria to Mr Thomas Evans for Amount of said Bills of Costs being One Hundred and Seven Star Pagodas and thirty four fanams & payable in [illegible] Months [illegible] My Hand in Madras this 25th Day of November 1784.

(Signed) P. M. Cassin
One of the Attys for Mr Thomas

Tergiman Cogoria Agt Pedro de Alvarede	P	67. 12 -
Do ... Do Francisco Fer		40. 22 -
		107. 34 -

A true Copy
Peter Walker

Filed 8th Nov. 1785

The Replication of Thomas Lane by his Attorney John Collier Surgeant and Peter Massey Cassin to the Amended Answer of Joaquim Gregorio

This Replicant saving to himself all Advantages of Exception to the Defendant's said Answer for Replication thereunto saith that all and every the Matters and things in and by his said Bill of Complaint Already said he will aver justify Maintain and prove to be good true and Sufficient in the Law to be Answered unto in such Manner as the same are therein set forth and Declared and that the Answer of the said Defendant is untrue and Insufficient in the Law to be by this Replicant Replied unto for Divers Manifest Imperfections and Uncertainties therein Contained the Benefit of Exception whereunto being now and at all times saved unto this Replicant. To which Replicant for further Replication saith that he did aver and will Maintain that the said Defendant is really and truly Indebted unto him in the full and just sum of One hundred and fifteen Pagodas and fourteen fanams as stated in his Bill of Complaint and the Account thereunto Annexed and this Replicant Admits that the Defendant passed his Bond for the amount of [illegible] due to the Defendant to this Replicant and this Replicant also Admits that Peter Massey Cassin as this Defendant's Acting Attorney did offer to apply to the Defendant to pass his Bond for the sum now in question and that he [illegible] delivered to the Defendant a Paper Writing of the Tenor and Purport as stated by the Defendant in his Answer, but this Replicant also saith that the said Peter Massey Cassin delivered the Bills of Costs to the Defendant at the same time the Defdt. Executed the Bond so that it was the Defendant's Business to have Examined and which he undoubtedly would have done had he Conceived there were any overcharges therein this Replicant further saith that [illegible] the Bond payable at the Period of [illegible]

Defendant's own Note to the said Peter Massey Cassin Copy whereof is annexed to this Replication and prayed to be taken as part thereof the original being in the Possession of this Replicant and ready to be produced to this Honble. Court when required.

All which Matters and things this Replicant is ready to aver Maintain and prove as this Honble. Court shall direct and award and humbly prays as in and by his said Bill he hath Already Prayed.

L. Popham
Atty. for Rept.

To Mr. Peter Massey Cassin

Sir

The time of six Months which I have required of You is because the Court will on the 20th of Next Month be Adjourned until the 20th of January there are many Causes as I understand before mine to come to a hearing which must accordingly be heard [illegible] at the Period of six Months if Granted [illegible] Expired and my Cause come to a hearing I will without delay payment of Your Bills, neither will I confine to the time granted should You not approve of it I will draw out a Bond conditioned to pay Your Bill amount of it soon after the Cause now Depending is heard and an Execution Awarded.

I am &c.
Joaquim Gregorio

21st Nov. 1784.

P.S. the last Bill that [illegible] I believe will be the best and Safest.

A true Copy
L. Popham

Filed 6th Decr 1785 –

The General Rejoinder of Joaquim Gregorio of Madras Inhabitant Defendant to the Replication of Thomas Lumby by his Attorneys John Collins Junior and John Massey Casin of the same place Gentlemen Complainant –

The said Defendant Now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the manifold Errors Uncertainties Insufficiencies and Imperfections in the said Replication Contained for Rejoinder thereunto saith that his Answer to the said Replicant's Bill of Complaint Exhibited in this Honble Court against this Defendant and all and singular the Matters and things therein Contained are good true Certain and Sufficient in the Law to be Replied unto in such Manner and form as the same are therein and thereby set forth and Alledged and that the said Replication is very Uncertain and Insufficient in the Law –

All which Matters and things this Defendant is ready and Willing to aver Maintain and prove as this Honble Court shall Direct and Most humbly Prays as in and by his said Answer he hath Already Prayed.

Giles Walker
Attorney for Defendant

Mayor's Court at Madras Patnam } { Tuesday the 25th Day of July Anno Domini 1786

Present –

Robert Ewing Esquire Mayor
Edwd. John Holland and Edwd. Garrow
Aldermen –

L.1.

Mayor's Court

Between Thomas Lumby by his Attorneys John Collins Junr and John Massey Casin of Madras Gentlemen Complainants and Joaquim Gregorio of the same place Inhabitant Defendant

This Cause Coming on to be Heard and Debated this day in the presence of the Attorneys on both sides on Reading the Complainant's Bill with Copies of a Bond and Settlement annexed the Defendant's Answer, the Rejoinder with an Exhibit annexed, the Rejoinder On Hearing the Pleadings made thereof by the Attorneys and on due Consideration had thereon The 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 One Hundred and fifteen Pagodas and Twenty fanams – Pagodas 115.20 – together with such Interest as is or shall hereafter become due thereon until full Payment be made and all Costs of this Suit –

Daws

Court of Appeals
at Madraspatnam } &c.

Saturday the 12th November
Anno Domini 1757

Between [illegible] Appellant
and Thomas [illegible] by his Attornies John
Collins Junior and Peter [illegible] Esquires
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 Decree of the said Court given in this Cause on Sunday the 25th day of July Anno Domini 1756 and 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 be and stand Affirmed and that the Appellant's Petition be hereby dismissed with Costs.

Per Cur.
[illegible] White Cl.

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of
Cuthbert Fenwick

Sheweth

That on the Twenty Ninth day of September which was in the Year of Our Lord One Thousand Seven hundred and Fifty three, a Bill of Complaint was Exhibited and filed in this Honble Court at the Suit or Instance of [illegible] Chetty against Your Petitioner as Owner of a Brigantine Called the [illegible], in which said Bill of Complaint Your Petitioner is Charged with standing Indebted unto him the said Complainant in the full and Just Sum of Thirty five Thousand two hundred and fifty Nine Pagodas Thirty four fanams and Sixty four Cash Current Money of Madras, or Fourteen Thousand One hundred and three Pounds, and Fifteen Shillings Sterling Money of Great Britain.

Your Petitioner further Sheweth that the said Complainant has unfairly set forth in the said Bill of Complaint that the said Complainant while trading with the said Brigantine on or about the Month of April which was in the Year of Our Lord One Thousand Seven hundred and [illegible] when she was Captured a little to the Southward of Cuddalore by Your Petitioner, notwithstanding the Complainant pretends and sets forth that she was then trading with the English and had

Your Petitioner further Sheweth that the said Complainant Charges Your Petitioner with not being able to shew or produce any Lawful Authority or Commission for the Seizing of the said Brigantine or any other Vessel and the said Complainant further Claims in and by his said Bill of Complaint that by the Conduct of Your Petitioner he was Injured and had Damages to the said Sum of thirty four Thousand two hundred and fifty Nine Pagodas, Seven Fanams, and Sixty four Cash Current Money of Madras which said Several Charges in and by the Bill of Complaint Exhibited and Alledged Against Your Petitioner, are Endeavoured to be Supported by an Account Current and Affidavit of the said Complainant.

Your Petitioner further Sheweth unto this Honble Court that for Some Months previous to, as well as for many Months after the Filing of the Bill of Complaint Your Petitioner Was Residing in Calcutta in the Kingdom of Bengal, and was Not either by himself or Attorney personally Summoned or required to Appear before this Honble Court to Answer to the several Charges and Allegations in the said Bill Exhibited against him but on the Contrary Your Petitioner begs leave to Represent that the said Bill of Complaint Appears by the Records of this Honble Court to be so filed Against Your Petitioner on the twenty Ninth day of September One Thousand Seven hundred and Eighty three a Summons Issued thereupon and was Returned on the Next Day being Tuesday the Thirtieth day of the said Month of September Endorsed that Your Petitioner as Defendant Was not to be found and immediately after that is to say on the same Thirtieth day of September a Warrant of Sequestration Was Prayed for and Granted Against the Property of Your Petitioner but Your Petitioner having

Presidency for Bengal no Property of Your Petitioner Could be found in Order to Cause an Appearance or Whereupon to make a proper Return Against Your Petitioner upon the said Warrant of Sequestration Yet Nevertheless Your Petitioner Sheweth that without any Notice in Writing or otherwise having been Served or any Property of Your Petitioner being Attached so as to bring Your Petitioner before this Honble Court to Answer the Premises or defend himself a Decree was Obtained from this Honble Court on the Twenty second Day of October which was in the Year of Our Lord One Thousand Seven hundred and Eighty five for the full Sum Charged against Your Petitioner by the said Complainant together with Interest and Costs

Your Petitioner further begs leave to Represent unto this Honble Court that having Received no Notice of the aforestated Proceedings till after the Decree was Obtained Although the Place of his Residence at the time of filing the said Bill of Complaint and Warrant of Sequestration Issuing thereupon was well known to every Person with whom Your Petitioner had any Dealings Your Petitioner was by the aforesaid Means prevented kept from Appearing either personally or by his Attorney before this Honble Court and was thereby brought into an Apparent Contempt when in Justice and in Truth had Your Petitioner been informed of the said Proceedings he would Readily have Appeared to Refute the said Charges and defend himself Against the several Unjust Suggestions and Charges Exhibited in and by the said Bill of Complaint Against Your Petitioner

Your Petitioner therefore most humbly prays the Foregoing Premises Considered, that this Honble Court will be pleased so far to Annul the Proceedings of the Complainant as to Admit [illegible] the said Bill of Complaint and

Defend himself from the several Charges and Allegations
said Bill of Complaint Contained

Your Petitioner further begs leave to Represent
this Hon^ble Court that over and above the several Errors in the Procee-
dings he will be able to prove to the satisfaction of this Hon^ble Court
that from his Station and Particular Circumstances he was
in Honour and Duty bound to act as he hath done, although contrary
to what the Complainant hath represented.

Your Petitioner being in the Service of his Hig^s
the Nabob of the Carnatick, and having been Entrusted with the
Ship Called the Success Galley, was by Order of his said Highness
the Nabob as well as by the Governor and Select Committee of
Fort Saint George Particularly appointed and put under the
Command of Lieutenant General Sir Eyre Coote the then
Commander in Chief of the King's and Company's Forces, by an
Express Order and Command Signified to Your Petitioner in
Writing on the Fifteenth Day of March which was in the Year
of Our Lord One Thousand Seven hundred and Eighty One he
Your Petitioner was directed to proceed to Porto Novo Roads and
Retake the Brigantine in Question, as will appear by two
Copies of the said Orders Signified through the Secretary to the
said Commander in Chief to Your Petitioner, as well as by the
Acknowledgment Under the Signature of the said Commander
in Chief Sir Eyre Coote in his proper Hand Writing, Copies whereof
are hereunto Annexed, as well as a Copy of Your Petitioner's Comm-
ission from his Highness the Nabob and Order from the Preside
and Select Committee the Originals whereof are in Your Pe
Possession and ready to be P

it will Evidently Appear that Your Petitioner was not only
Vested with Legal Authority, but was Acting for the Honor of the
British Arms, and the Welfare of the Publick - for which Your
Petitioner humbly hopes, he will be deemed not only Entitled
to the Indulgence prayed for, but to such other and further
Relief in the Premises as this Hon^ble Court in their Wisdom
and Regard for Publick Justice shall seem Meet.

Your Petitioner in full Confidence of this Hon^ble
Court's Justice and Equity further prays that all Proceedings
against him in the present mode Adopted by the Complainant
May be Stopped, and that he may be Allowed, upon giving
Security for Costs - to appear by his Attorney and Defend him-
self against the present or any other Bill of Complaint, the
said Complainant may think proper to Prefer against him
Regarding the several Matters and things by him Alledged
against Your Petitioner And Your Petitioner in duty

Bound will Ever Pray &ca.

Edward Ellis

P. Spencer
Att^y for Petitioner

(No. 1)

His Highness the Nabob Wallajah Ummir ul Hind Omdat ul Mulk Ussuph ud Dowlah Unwaruddin Cawn Bahauder Zuphur Jung Sepahsalar Soubahdar of the Carnatick.

To Cuthbert Charles Fenwick Esquire

I do hereby Appoint You to the Command of the [illegible] Galley. You are to obey such Orders as You may from time to time receive from me, and You are hereby directed forthwith to take Charge of the said Ship from Captain Nathaniel Bacon, and to furnish me with a Circular of all such Stores, Provisions &c.a as You may receive from him And find on Board the said Vessel. Given at Chepauk Feby 5th 1779.

(Signed) in Persian

Signed by Order
Samuel Morley Secy. (A true Copy)

Edward Ellis
F. Spencer
Attornies Pl.

(No. 2)

Captain Cuthbert Fenwick
Commander of the [illegible] Galley

Sir,

His Highness the Nabob having put Your Ship under the Orders of the [illegible]

Wait at Cuddalore, where should You receive no Orders to the Contrary from Lieutenant General Sir Eyre Coote, You are to deliver Your Cargo to the Chief and Council. Such Directions as You shall Receive from the Commander in Chief of the Army, or from the Chief and Council of Cuddalore, You are to follow; It being the intention of Government in the present Situation of the [illegible] Galley that she shall be Employed so as to afford the best Assistance to the Army. The Accompanying are the Signals as are Established for this Port.

Should the five Vessels which have been dispatched from hence with Grain be still laying at Sadras, You will attend them to Cuddalore with all Possible Expedition.

Enclosed You will Receive Copy of the Signals for 1779 and 1780 in case of the Appearance of any Vessel You are to make the [illegible] of the latter, which is [illegible] of the former. The Signals for this Port are also [illegible] Accompanying. Should You be in danger of being taken by an Enemy, but not until the last Extremity, You are to be Particularly Attentive to the destruction of these Signals.

Dated in Fort Saint George the 13th Day of February 1781 and Signed by Order of the President and Select Committee

R. J. Sulivan
Secy.

(A true Copy)

Edward Ellis
F. Spencer
Atty. Pl.

To

No. 3

To Captain Fenwick Commanding the [illegible] Galley

Sir

I am desired by Sir Eyre Coote to acquaint You that it is his Pleasure You land the Troops with all Possible Expedition for which Boats are Ordered to Attend, and immediately after to Proceed to Porto Novo Roads and Retake a Vessel which was seized Yesterday Morning by Hyder's Armed Boats off that place her Recovery is of Importance Sir Eyre therefore wishes You Could [illegible] and Contrive so as to Arrive there early Tomorrow Morning or sooner if Possible.

Camp Newtown
13th March 1781

I am Sir
Your Most Obedient Servant
Thos. Graham

A true Copy
Edward Ellis
P. Spencer
Asst. Secy.

No. 4

To Captain C. Fenwick
Commanding the [illegible] Galley
Cuddalore Roads

Sir

Having been informed that another Vessel from the Eastward with Merchandize has been seized by the Enemy's Armed Boats off Porto Novo, I desire that You immediately proceed thither and endeavour to Retake her, which should You succeed, send her under Charge of proper People to the Roads of Cuddalore, and Keep Your Station off Porto Novo, to protect and

Other Vessels which may come there until further Orders — Should the Intelligence prove false You will Nevertheless keep Your Station And Advise me Accordingly, for which purpose You had better — Carry with You two Cattamarans —

If You can destroy any of the Enemy's Armed Boats I recommend Your doing it, as it will be rendering an Essential Service —

Camp Newtown
23rd March 1781

I am Sir
Your Most Obedt. Servant
(Signed) Eyre Coote

A true Copy
Edward Ellis
P. Spencer
Asst. Secy.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th Day of February Anno Domini 1787 —

Present

James Call Esquire Mayor
Sir John Menzies and George Savage
Aldermen

Jacodah Condah Malem
Fenwick

Sanapatty Vencatasawmy became Bail for the Personal Appearance of the Defendant in the Sum of 15,000 Pagodas conformable to the Order of Court of last Court Day taken and Acknowledged before the Mayor on the 6th Instant Minute Made in this Cause Last Court Day Read. Petition of Cuthbert Fenwick therein Tendered Read. The Court having had due Consideration on the Motion Made in this in this Cause last Court Day that a Warrant of Execution Might issue Against the Defendants Effects as also having had due Consideration on the Petition which was then tendered to the Court on the part of the Defendant It is Ordered that the Petition be Overruled and thrown out with Costs and that a Warrant of Execution do issue Against the Defendants Effects

A True Extract

Court of Appeals
at Madraspatnam } Saturday the 10th November
Anno Domini 1787.

Between Cuthbert Fenwick
Commander of the Ship Surprise Galley
Appellant and Nacoda Condalu
Malum 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 Petition to the Honble the Mayor's Court together with the Order of the said Court given in this Cause on Tuesday the 11th day of September Anno Domini 1787 upon due Consideration had of the Matter therein Severally Contained and of the Pleadings and Arguments Used by the Attornies on both sides This Court Doth think fit to Order and doth Accordingly Order that the said Order of the Honble the Mayor's Court dated the 11th day of September Anno Domini 1787 be Reversed with Costs in this Court and that the Petitioner Cuthbert Fenwick shall be Allowed to appear by his Attorney to Answer to the present Bill of Complaint preferred Against him in the Honble the Mayor's Court and to make such Defence as he might have Done in case no proceedings had been had thereon

Per Cur

Chas. N. White
Regr

Filed 3d Sept 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Pulay Chitty of Madras Merchant that Richard Johnston of Fort Saint George Esquire stands justly and truly indebted unto Your Orator in the full and Principal Sum of One hundred and twenty five Pagodas Current Money of Madras Making in Value Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Seventy Pounds and the Interest thereon at the Rate of Twelve Per Cent per Annum 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 taken 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 Richard Johnston of the said Sum of One hundred and twenty five Pagodas.

But now so it is May it Please this Honble Court the said Richard Johnston obstinately and Wilfully Refuses to pay the same or give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief or such as 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 again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the said Sum

of One hundred and twenty five Pagodas 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 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 Complt.

this Sept 3d 1787
This Bill was shewn to me in the
day of Adjournment the Summons
Granted returnable next Court day

Jno. Call Mayor

Three Months after date I Promise to pay to the Order of Pulay Chitty the Sum of One hundred and twenty five Star Pagodas for Value Received

Fort the 30th May 1787

Richd. Johnston

S. Pags. 125

A true Copy
Chas. Baker

618

Filed 23d Sept. 1757

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

Humbly Complaining sheweth unto this Hon'ble Court Your Orator Pedy Chitty of Madras Merchant that Richard Johnston of Fort Saint George Esquire stands justly and truly indebted unto Your Orator in the full and Principal Sum of One hundred and twenty five Pagodas Current Money of Madras Making in Value Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fifty Pounds and the Interest thereon at the Rate of Twelve Per Cent per Annum as will more fully and at Large Appear by Copy of a Promissory Note hereunto Annexed for the Inspection of this Hon'ble Court and which Your Orator prays may be taken as Part of this his Bill of Complaint And Your Orator further sheweth unto this Hon'ble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Richard Johnston of the said Sum of One hundred and twenty five Pagodas

But now so it is May it Please this Hon'ble Court the said Richard Johnston Obstinately and Wilfully Refuses to pay the same unto Your Orator or any manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief as to this Hon'ble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Richard Johnston may upon his Corporal Oath a full True Direct and Perfect Answer make to all and Singular the Matters and Things herein before Set forth and Alleged as fully truly and Effectually as if the same were here again Repeated and Particularly Interrogated and that the same may be Decreed [illegible]

619

of One hundred and twenty five Pagodas with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit

May it Please this Hon'ble 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 Hon'ble Court at a Certain time and place to be by this Hon'ble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon'ble Court shall Seem Meet

Chas. Baker
Att'y for Compl't

Thurs. Sept. 2d 1757
This Bill was shewn to me in the day of Adjournment let a Summons issue and be Returnable the next Court Day

Jno. Call
Mayor

Three Weeks after date I Promise to pay to the Order of Pedy Chitty the Sum of One hundred and twenty five Star Pagodas for Value Received

Fort St. George 30th May 1757

Rich'd Johnston

S. Pag. 125

A true Copy
Chas. Baker

Mayors Court at Madraspatnam } Tuesday the 2[illegible] Day of [illegible] Anno Domini 1787

L.S.

Mayor's Court

Present ——

James Call Esquire Mayor

Edw. John Holland and Andrew Ross

Aldermen ——

Between Ruby Chitty of Madras Merchant Complainant and Richard Johnston 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 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 Hundred and twenty [illegible] Pagodas (Pagodas 12[illegible]) together with all such Interest as now is or shall hereafter be Come due thereon untill full Payment be Made Also all Costs of this Suit.

Per Cur

Filed [illegible] Sept. 1787

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Richard Richards of Fort Saint George Esquire That Richard Johnston also of Fort Saint George Esquire Stands Justly and truly indebted unto Your Orator in the full and just Sum of Two hundred Pagodas Current Money of Madras being 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 the Copy of a Promissory Note 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 Richard Johnston of the said Sum of Two hundred Pagodas ——

But now So it is May it Please this Hon.ble Court the said Richard Johnston 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 Hon.ble Court shall Appear Reasonable 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

Sum of Two hundred Pagodas with 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 Madrapatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and abide in such Order and Decree therein as to this Honble Court shall seem Meet.

this 8th Septr 1787

Jno. I. Baker
Atty for Complainant

This Bill was shewn to me in the days of Adjournment let a Summons issue and Returnable on next Court day

Jas. Call
Mayor

Cuddalore 1st July 1787

On Demand I Promise to pay to Wm Richards Esqr or Order the Sum of Two hundred Star Pagodas Value Received by Me

Star Pags 200

Richd Johnston

A true Copy

Jno. I. Baker
Atty for Compt

Mayors Court at Madrapatnam } { Tuesday the 20th Day of November Anno Domini 1787

Present

L.S.

James Call Esquire Mayor
Aldn John Holland and Andrew Ross
Aldermen

Mayor's Court

Between Richard Richards of Fort Saint George Esquire Complainant and Richard Johnston also of Fort Saint George Esquire 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 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 Pagodas or Pagodas 200 together with all such Interest as now is or shall hereafter become due thereon until full Payment be Made and Also all Costs of this Suit.

Per Cur.

Filed 24th April 1787—

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

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator John Lyne of Aldermanbury in the City of London Blackwell Hall Factor, Surviving Partner of George Lyne late of Aldermanbury also Blackwell Hall Factor deceased for and in behalf of the said Partnership by his Attorney Robert Hughes late of Lambs Conduit Street in the County of Middlesex but now of Fort Saint George Senior Merchant in the Service of the United Company of Merchants of England Trading to the East Indies That Alexander Jameson formerly Commander of a Ship Called the Earl of Ashburnham in the Service of the said united Company and lately of Madras Merchant Stands justly and truly Indebted unto Your Orator as aforesaid in the full and just Sum of Nine thousand One hundred and thirty two Pagodas which Current Money of Madras as may more fully and at large appear by the Account or Schedule hereunto Annexed which Your Orator Prays May be Admitted as part of this his Bill of Complaint and Arising upon a Bond or Obligation given and granted by the said Alexander Jameson unto John and George Lyne of Aldermanbury London Blackwell Hall Factors for the Penal Sum of four thousand five hundred and sixty six Pounds of Good and Lawful money of Great Britain to be paid to the said John and George Lyne or to their Certain Attorney Executors Administrators or Assigns Conditioned for the payment of the Sum of Two thousand two hundred and Eighty three pounds of Good and Lawful money of Great Britain to them the said John and George Lyne their Executors Administrators or Assigns and as may more fully and at large appear by

Attorneys Possession the Original whereof is in the Possession of the said John Lyne, the whole thereof or any part thereof not having been Discharged by the said Alexander Jameson or by any person or Persons for him, and Your Orators said Attorney prays to Annex hereunto Copy of the said Attested Copy of the said Bond or Obligation and also the said John Lyne's Letter of Attorney which he prays May be Admitted as part of this his Bill of Complaint the Originals being to be produced when Called for—

But now so it is May it Please this Hon^ble Court the said Alexander Jameson Obstinately and wilfully Refuses to pay the same or to give Your Orator or his Attorney as aforesaid 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 Alexander Jameson 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 Particularly Interrogated and that he May be Decreed to pay unto Your Orator the aforesaid Sum of Nine thousand One hundred and thirty two Pagodas with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit—

May it Please this Hon^ble Court to Cause the said Alexander Jameson to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Hon^ble Court at a Certain time and place to be by this Hon^ble Court prefixed and Appointed then and there to Answer this

Abide by such Order and Decree therein as to this Honble Court shall seem Meet.

Wm. Du[illegible]
Atty. Compl.

Capt.n Alex.r Jameson .... Dr.
To John Tyger

1774 Jan.y 28th	To His Bond	for £ 2283 .. ..
	To Interest on the above Bond from the date to 28th Jan.y 1786 is 12 Years	.. .. .. 1369.16 ..
		£ .. 3652.16 ..

£3652.16 .. at 8/ ℔ Pagoda is Pag.s 9132 ..

Rob.t Hughes
Atty. John Tyger

Wm. Du[illegible]
Atty. Complainant

Know all Men by these Presents that I Alexander Jameson Commander of the good Ship or Vessell called the Earl of Ashburnham now in the Service of the United East India Company held and firmly bound to John and George Tyger of Aldermanbury London Blackwell Hall Factors in the Sum of Four Thousand Five Hundred and Sixty Six Pounds of Good and Lawfull Money of Great Britain to be Payd to the said John and George Tyger or to their Certain Attorney Executors Administrators or Assigns for which Payment to be well and truly faithfully made I bind myself My Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this twenty eighth day of January in the fourteenth Year of the Reign of Our

Sovereign Lord George the third by the Grace of God of Great Britain France and Ireland King Defender of the faith and so forth and in the Year of Our Lord One thousand seven hundred and Seventy four—

The Condition of this Obligation is such that if the above bounden Alexander Jameson his Heirs Executors or Administrators or Assigns shall and do well and truly pay or cause to be paid unto the above named John and George Tyger or to their Executors Administrators or Assigns the full Sum of two thousand two hundred and Eighty three pounds of Lawfull Money of Great Britain with Interest for the same @ five ℔ Cent ℔ Annum in Twenty Months after date then this Obligation to be Void or else to be and Remain in full force and Virtue—

Sealed and Delivered being first duly Stamped in the presence of
Signed Evan Evans

Signed Alex.r Jameson (L.S.)

Memorandum the Twenty eighth day of January One thousand seven hundred and Seventy four, I the undermentioned do hereby declare that the within Bond Granted by me to the within Named John and George Tyger is not Subjected to any article or Articles of Agreement or [illegible] of Whatever but that if in Case the said John and George Tyger shall Chuse to Assign it to any person or persons I do hereby Acknowledge that I hold myself bound unto any such Assignee or Assignees shall be Appointed by them the said John and George Tyger the whole both of the principal and Interest of the within Bond agreeable to the tenor thereof without any deduction or abatement whatever—

Witness
Signed Evan Evans

Signed Alex.r Jameson

At Guildhall London May 23 1775—
Exhibited to us under a Commission of Bankrupt against Thomas [illegible]
Signed [illegible]

Thomas Rowe of Aldermanbury in the City of London Gentleman Maketh Oath and saith that the foregoing is a true Copy agreeing word for word with the Original Power of Attorney Signed by Alex.r Jamieson and Endorsement on the back thereof Examined and Compared therewith by him Deponent.

Sworn at the Guild Hall
London the 13th October 1783

Tho.s Rowe

Before Me
John Boydell

I Tobias Atkinson of London Notary Public by Royal Authority duly Admitted and Sworn do hereby Certify to whom it May Concern that the Signature John Boydell at the foot of the foregoing affidavit is of the own hand Writing of the Worshipfull John Boydell Esq.r One of the Aldermen and of his Majestys Justices of Peace for this City of London who thereto Administered Oath in due form to Thomas Rowe the Deponent Named in the said Affidavit, and who hath signed the same. Whereof an Attestation being required I have Granted this Under My Notarial Firm and Seal in London this 13th of October 1783.

In Testimonium Veritatis
T. Atkinson Not. Pub.

I Thomas Morton Esq.r Secretary to the Hon.ble United East India Company do hereby Certify to whom it may Concern that Tobias Atkinson who hath signed the foregoing Notarial act is a sworn Publick Notary practising in this City and that to all Acts by him so signed full faith and credit is given in Judicature and thereout Witness my hand in London this 13th Day of October 1783.

Tho.s Morton

Alex.r Jam

On this Day the third of January in the Year of Our Lord One thousand Seven Hundred and Eighty Six Before me Tobias Atkinson of London Notary Publick by Royal Authority duly Admitted and Sworn and in presence of the Witnesses herein after Named Personally Appeared Mr John Fryer of Aldermanbury in this City of London Blackwell Hall Factor the Surviving Partner of George Fryer late of Aldermanbury aforesaid Blackwell Hall Factor deceased, lately Carrying on Trade under the firm of John and George Fryer, Which Appearer Acting for and on behalf of the said late Partnership Hath made, ordained, Constituted and Appointed and by these presents doth make ordain Constitute and Appoint Robert Hughes, Now of Lambs Conduit Street in the County of Middlesex, but on his departure for Madras Gentleman, his true and Lawfull Attorney to whom the appearer hereby gives full Power and Authority for him and in his name and on behalf of the said late Partnership or in any other legal Manner Soever to ask, demand and Receive of and from Alexander Jamieson formerly Commander of the Ship or Vessell Called the Earl of Ashburnham in the Service of the said Hon.ble Company and now or lately of China, Esquire, or of and from any other person or Persons whomsoever in the East Indies China or Persia to whom it doth, shall or may concern, all and every the Sum and Sums of Money both principal and Interest, Costs and Charges, Goods Wares, Merchandize, Effects and things [illegible] That now are or hereafter shall or May be any ways [illegible] payable or belonging to the Constituent as surviving disbursing &c. of from the said Alexander Jamieson or Partner as aforesaid by [illegible] settled, Examined, settled, adjust any Accompt whatsoever, [illegible] and Compromise Accompts, and to [illegible] all [illegible] [illegible] all differences, which [illegible] and Receive legal [illegible] [illegible] shall

Thomas Rowe of Aldermanbury in the City of London Gentleman Maketh Oath and Saith that the foregoing is a true Copy agreeing word for Word with the Original Power of Attorney Signed Alex.r Lawson and Endorsement on the back thereof Examined and Compared therewith by him Deponent

Sworn at the Guild Hall
London the 13th October 1783 — Thos. Rowe
Before Me
John Boydell

I Tobias Atkinson of London Notary Public by Royal Authority duly Admitted and Sworn do hereby Certify to whom it May Concern, that the Signature John Boydell at the foot of the foregoing affidavit is of the own hand Writing of the Worshipfull John Boydell Esq.r One of the Aldermen and of his Majestys Justices of Peace for this City of London, who hath then Administered Oath in due form to Thomas Rowe the Deponent Named in the said Affidavit, and who hath Signed the same. Whereof an Act being Required I have Granted these Presents under My Notarial Hand and Seal in London this 13th of October 1783.

In Testimonium Veritatis
T. Atkinson Not. Pub.

I Thomas Morton Esq.r Secretary to the Hon.ble United East India Company do hereby Certify to whom it may Concern, that Tobias Atkinson who hath Signed the foregoing Notarial is a Sworn Public Notary practising in this City, and that to all Acts by him so Signed full faith and Credit is given in Judicature and thereout. Witness my hand in London this 13th day of October 1783.

Thos. Morton

On this Day the third of January in the Year of Our Lord One thousand Seven Hundred and Eighty Six Before me Tobias Atkinson of London Notary Public by Royal Authority duly Admitted and Sworn and in presence of the Witnesses herein After Named Personally Appeared Mr. John Fryer of Aldermanbury in the City of London Blackwell Hall Factor Surviving Partner of George Fryer late of Aldermanbury also Blackwell Hall Factor deceased, lately Carrying on Trade under the firm of John and George Fryer, Which Appearer Acting for and on behalf of the said late Partnership Hath made, ordained, Constituted and Appointed and by these presents doth make ordain Constitute and Appoint Robert Hughes, Now of Lambs Conduit Street in the County of Middlesex but on his departure for Madras Gentleman, his true and Lawfull Attorney to whom the appearer hereby gives full Power and Authority for him and in his name and in the Name and on behalf of his said late Partnership or in any other legal Manner, to ask, demand and Receive of and from Alexander Lawson formerly Commander of the Ship or Vessel Called the Earl of Ashburnham in the Service of the said Hon.ble Company, and now or lately of China, Esquire, or of and from any other person or Persons whomsoever in the East Indies China or Persia to whom it doth, shall or may concern, all and every the Sum and Sums of Money, both principal and Interest, Costs and Charges, Goods, Wares, Merchandize, Effects and things Whic
h whatsoever which now are or hereafter shall or May be any ways
due owing or belonging to the Constituent as Surviving
Partner as aforesaid by or from the said Alexander Lawson or
any Person or Persons Whatsoever, to settle, Examine, State, Adjust any Accounts, to agree, Compromise, Arbitrate and determine all Accounts, Reckonings, Differences, which shall arise and Thereunto require

Acquittances and Discharges. And if need be to commence and prosecute any Action or Actions, Suit or Suits at Law or in Equity, Ecclesiastical or any Court or Courts and before all Judges, Justices and Judicial Benches, Answer, Defend and Reply to all which Matters and Causes touching or concerning the premises, and to sue, implead, imprison, implead, Seize, Sequester, Arrest, Attachment, imprisonment and Condemnation, and out of prison again to deliver. And generally for Effecting the premises to do whatever shall be requisite and necessary as fully, amply and Effectually to all Intents and Purposes whatsoever as the Constituent himself might or could do if personally present With full power to the said Attorney to substitute One or more Attorneys under him in all or any of the foregoing powers and the same at pleasure to revoke. The Constituent Ratifying and hereby confirming whatever the said Attorney or his substitute shall Lawfully do or cause to be done in the premises by Virtue of these presents. In Witness Whereof he hath hereunto set his hand and Seal. Done and passed in London in presence of Thomas Rowe and John Withers Witnesses

Witness
Thos. Rowe
John Withers Jun

John Fryer (L.S.)

In Testimonium Veritatis
T. Atkinson Not. Pub.

Thomas Morton Esq. Secretary to the Honble United East India Company doth hereby certify to all whom it may Concern that Tobias Atkinson who hath signed the foregoing certificate is a sworn Public Notary practising in this City and that to his Acts being full faith and Credit is given in Judicature here and thereout. In Testimony whereof he hath hereunto set his hand in London the 6th January 1786.

Thos. Morton

L.S.

Mayor's Court

Mayor's Court at Madraspatnam } Tuesday the 20 Day of December Anno Domini 1787

Present

James Call Esquire Mayor
Edw. John Holland and Andrew Ross
Aldermen

Between John Fryer of Aldermanbury in City of London Blackwell Hall Factor Surviving Partner of George Fryer late of Aldermanbury also Blackwell Hall Factor Deceased for and on behalf of the said Partnership by his Attorney Robert Hughes late of Lambs Conduit Street in the County of Middlesex but now of Fort Saint George Senior Merchant in the Service of the United Company of Merchants of England Trading to the East Indies Complainant and Alexander Lamon formerly Commander of Ship Called the Earl of Ashburnham in the Service of the said United Company and lately of Madras Merchant Defendant

It Appearing to the Records of this Court that the Space of Six Months of the time Limited by his Majesty's Charter is Elapsed since the Return of the Warrant of Sequestration issued against the Defendant's Effects and that the Defendant hath not

not Made any Appearance in Court to Answer the Complainant's Bill This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Nine Thousand One hundred and thirty two Pagodas Pagodas 9132 together with all such Interest as now is or shall hereafter become due thereon untill full payment be made also all Costs of this Suit.

[illegible]

Filed 16th Feby 1786

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Bryan [illegible] of Madras Esquire Administrator to the Estate and Effects of Captain William Cowland deceased that Thomas Lane late One of the Attornies of this Honble Court stands Indebted unto Your Orator as Administrator as aforesaid in the full and just Sum of One Thousand four hundred and thirty One Pagodas and Twenty Eight fanams Current Money of Madras making in Sterling Money of Great Britain at the rate of eight shillings for every Pagoda the Sum of five hundred and Seventy two Pounds [illegible] Shillings and Six Pence or thereabouts as will more fully and at large Appear by the Copies of a Note of Hand and an Account 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 Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly Manner

of One Thousand four hundred and Thirty One Pagodas and Twenty Eight fanams —

But now so it is and may it Please this Honble Court the said Thomas Lane obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Pretending by his Attornies John Colyer Long and Peter Massey Cassin that the said Note of hand of the said Thomas Lane was to have been done away or discharged by a Certain Bond for a Similar Sum which the said William Cowland was to have passed payable in Twelve Months to the said John Colyer Long and Peter Massey Cassin as Attornies and for Account of the said Thomas Lane and which in the said Bond they the said Attornies pretend to have been as and for the Value or Amount Purchase of a certain House and Ground with the offices situated to the Southward of Saint Thomé and late the Property of the said Thomas Lane but sold by his said Attornies for his Account to the said William Cowland and not paid for as the said Attornies Pretend otherwise than by the said promised Bond and which Bond they pretend that the said William Cowland was to have Executed had he not been suddenly seized with a Severe Sickness Whereof he afterwards died But Your Orator sheweth that he cannot as Administrator as aforesaid be justified in giving up the said Note of Hand to the Attornies of the said Thomas Lane for or by reason of anything which they have asserted to the purport above stated Your Orator therefore Charges that the said Thomas Lane notwithstanding the said Assertions of the said Attornies stands justly and truly indebted unto Your Orator as Administrator of the said William Cowland in the said Sum of One Thousand four hundred and thirty One Pagodas and Twenty Eight fanams and 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 Lane may be[illegible]

[illegible] full true and perfect Answer [illegible] the matters and things [illegible] [illegible] and [illegible] [illegible] and Particularly [illegible] said [illegible] Particularly [illegible] [illegible] to a Certain Bill of Exchange or Promissory Note [illegible] Pagodas [illegible] Date the [illegible] of January which was in the Year of Our Lord One Thousand Seven hundred and [illegible] four Promised and undertaken [illegible] after the Date of the said Note [illegible] William Cowland or his Order the [illegible] Thousand One hundred and Seventy five Pagodas and fifteen fanams and [illegible] Date of the Account [illegible] of One Thousand four hundred and thirty One Pagodas and Twenty Eight fanams and that the said Thomas Jones [illegible] Pay unto Your Orator as Administrator [illegible] Sum of One Thousand four hundred and thirty One Pagodas and Twenty eight fanams with [illegible] Interest as is or shall hereafter become due thereon with the Costs of this Suit.

Jovis [illegible] the [illegible] Court [illegible] Thomas Jones [illegible] the Sheriff of Fort Saint George [illegible] and the [illegible] this Court [illegible] the [illegible] Court [illegible] Your Orator [illegible]

[illegible] Stephen Popham
Att.y for the Compl.t

16th February 1756.
The Bill [illegible]
[illegible]
[illegible] Court
Rob.t [illegible] Mayor

Pagodas 1175:15
Madras [illegible] January 1754. [illegible] Months after Date I promise to pay Capt.n William Cowland or his Order Eleven hundred and Seventy five Pagodas and fifteen fanams for Value received
Thomas Jones

[illegible] Stephen Popham
Att.y for the Compl.t

Dr. Thomas Jones in Account Current with the Estate of Capt.n William Cowland Deceased Cr.

1754 [illegible]	To [illegible] Note [illegible]	1175.15		1756 Feb.y	[illegible]	By Balance due	1431.28
1756 Feb.y	To Interest [illegible]	256.13					
	Pagodas	1431.28				Pagodas	1431.28

Madras [illegible] 1756
Errors Excepted
[illegible] Attorney [illegible] Administrator of Capt.n William Cowland Deceased [illegible] Stephen Popham

In the Hon'ble the Mayor's Court.

The Amended Answer of Thomas [illegible] late of Madras, but now of the Kingdom of Great Britain Gentleman Defendant by John [illegible] and Peter Massey Cassin his Lawful Attorneys to the Bill of Complaint of Bryan [illegible] Esquire Administrator of the Estate and Effects of Captain William Gowland Deceased Complainant.

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception that may be had or taken to the many Errors, Uncertainties and manifest insufficiencies in the Complainants said Bill of Complaint Contained, for Answer thereunto or unto so much thereof as this Defendant is Advised is material or necessary for him to make Answer unto, he Answereth and saith that he Admits it to be true that he Executed and duly Subscribed such Promissory Note of such date, Tenor, Purport and Effect as the Complainant hath set forth in his said Bill but he Particularly denies that he is therefore indebted to the said Complainant as Administrator as aforesaid or otherwise in the Sum of One Thousand four Hundred and thirty One Pagodas Twenty Eight fanams, because this Defendant by his said Attorneys saith that the said William Gowland did in his lifetime Enter into a Treaty with this Defendant's said Attorney for the Purchase of a Certain Messuage, Tenement or Dwelling House, Ground and Offices situate lying and being to the northward of St Thomé and did Actually Conclude and Agree to Purchase

Purchase

Purchase the same at the Price or Sum of One Thousand One hundred and Seventy three Pagodas Current Money of Madras being of the Value of Four Hundred and Sixty Eight Pounds lawful Money of Great Britain for which he was to enter into and execute a Certain Bond or Obligation to secure the Payment thereof And the said William Gowland was Accordingly put in Possession of the said Premises, altho' he did not enter into or execute the said Bond or Obligation According to his aforesaid Undertaking, but postponed the same from time to time until he was Suddenly Seized with a Severe Sickness which Unfortunately terminated with his life as the Complainant hath truly Stated and set forth in his said Bill; and the said Defendant further Answering by his said Attornies saith that the said William Gowland did in his Lifetime become Possessed of the Title Deeds to the said Premises in a very unfair and Unjustifiable Manner without executing the said Bond or Obligation Conformable to his Aforesaid Agreement, Namely the said William Gowland went to the house of the said Major [illegible] and told him he had been with the said Peter Massey Cassin who had informed him the Bill of Sale was Executed and demanded the same, the said Major [illegible] Conceiving from his having said that he the said William Gowland had been with the said Peter Massey Cassin and from the Confidence that Gentleman in whom the said William Gowland spoke that he had made the Necessary Settlement with him the said Peter Massey Cassin gave him up the Bill of Sale without taking any Written Voucher that a few Days thereafter the said Peter Massey Cassin being informed of the above Circumstance he Called upon the said William Gowland and remonstrated with him upon the Impropriety of his aforesaid Conduct and demanded from him the

Bond

Bond or Obligation for the Purchase Money of the said Ground and Premises to which the said William Cowland [illegible] to this Defendant's Attorney paid the Amount of the Premises and Note whereon the Complainant hath filed the present Bill that he would then give the Bond so required and that it should bear equal Date with the said Bill of Sale and this Defendant by his said Attorney [illegible] and in failing that the sudden and unexpected Death of the said William Cowland was the true and only Cause why the said Attorney have not obtained the said Bond [illegible] the Amount therein before mentioned but this Defendant by his said Attorney [illegible] being advised that he is equally entitled to recover from the Estate of the said William Cowland deceased the said Sum of one thousand One Hundred and Seventy Pagodas of the Value aforesaid and the Interest thereof and to set the same off against the Demands of the Complainant in the same full and ample Manner as if the said Bond had been really and in fact executed by the said William Cowland in his lifetime. And this Defendant further Answering saith that the Estate of the said William Cowland is justly and truly indebted unto this Defendant in the further Sum of two Hundred and twelve Pagodas two Fanams and twenty six Cash being the Amount with Interest of the Purchase of a Horse and Sundry Goods Wares and Merchandize sold and delivered to Cowland which are now remaining due and unpaid for the Recovery whereof and to the End that the same may be set off against the Demands of the Complainant this Defendant hath filed a Cross Bill in this Honble Court against the said Complainant which he humbly

Prays may be taken as part of this His Answer as also the Account thereunto Annexed and that this Answer may be reciprocally taken as part of the said Cross Bill.

All which Matters and things this Defendant is Ready and Willing to aver Maintain and prove as this Honble Court shall Direct and humbly Prays to be hence dismissed with his reasonable Costs and Charges in this behalf most Wrongfully Sustained.

Pullein Spencer

J Grierson Solr for Deft

Dr. The Estate of Captn. Wm. Cowland Deceased in Acct. Curt. with the Admrs. of Thomas Jones — Cr.

			Pagodas						Pagodas		
1754 March	12	To Amount of a House and Ground sold him	1170	"	"	1754 April	12	By Mr Jones's Promissory Note due the Deceased for	1175	15	"
	17	To Amount of Sundries bought by the Deceased at Mr Jones Effects per particular Bill	42	"	"	1756 April	17	By Interest on Pags. 1175.15 for 2 years 112 days at 12 per Cent per Annum	283	29	10
April	5	To Amount of a Horse sold him	150	"	"				1458	44	10
			1362	"	"			By Balance due by Captn. Cowland's Estate	212	2	26
		To Interest on the following Amounts to 1756 at 12 per Cent per Annum Pags. 1170.1.10.18 — 262.3.56 42.2.1 — 22.4[illegible] 150.2.–.4 — 26.20.40	3[illegible]	1	26						
		Pagodas	1671	1	26			Pagodas	1671	1	36

Fort St. George 17th April 1756

Errors Excepted

[illegible]

Filed 25th April 1786 —

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

Humbly Complaining sheweth unto this Hon.ble Court Your Orator [illegible] one of the Attornies of this Hon.ble Court by his Attornies John Collins Younger Esquire in the Hon.ble Company's Service and Peter Massey Cassin of Madras Merchant That Bryan Solony of Madras Esquire Administrator of the Estate and Effects of Captain William Rowland Deceased stands justly and truly indebted unto Your Orator in the full and just Sum of Two hundred and twelve Star Pagodas two fanams and twenty six Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eighty four Pounds Sixteen Shillings and five Pence Thereabouts as more more Particularly and at large Appears by the 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 whereas Your Orator hath frequently and in an Amicable Manner requested Payment of the said Sum of Two hundred and twelve Star Pagodas two fanams and twenty six Cash from the said Bryan Solony —

But now so it is May it please Your Hon.ble Court the said Bryan Solony Obstinately and Wilfully refuses to pay the same to Your Orator in Manner of [illegible] Pursuant Your Orator therefore prays [illegible]

this Hon.ble Court shall Appear agreeable to Equity and Good Conscience —

To the End therefore that the said Bryan Solony may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things hereinbefore Set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were hereagain Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and twelve Star Pagodas Two fanams and twenty six Cash with all Interest as now is or hereafter May become due thereon and also all Costs of this Suit —

May it Please this Hon.ble Court to Cause the said Bryan Solony 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 —

P. Spencer
J. Grierson
Complainant's Attys

The Estate of Capt. Wm. Gowland Deceased in Acco. Curr. with the Attys of Thos. Jones

1754 March	15	To Amount of an House and Ground sold him	1170	-	-	1754 April	15	By Mr Jones's promissory Note to ... for	1175	15
	17	To Amount of Sundries bought at the Outcry of Mr Jones's Effects as p Particular Bill	42	-	-	1756 April	17	By Interest on Pags 1175. 15 for 2 y. 0 m. 2 d. at 12 p Cent p Annum	283	29. 10
April	2	To Amount of an House sold him	150	-	-				1458	44. 10
			1362	-	-			By Balance due by Capt. Gowland's Estate	212	2. 26
		To Interest on the following Sums at 12 p Cent p Annum								
		P. f. C. Pag. 1170 — 1. 11. 12 ... 262. 2. 56 42 — 2. 1. ... 10. 22. 40 150 — 2. ... 31. 24. 20	309	1	36					
		Pagodas	1671	1	36			Pagodas	1671	1. 36

Fort St George 17 April 1756
E. E. & J. Col. Tayer
P. M. Cassin
Attys for Mr Thos Jones

P. Spencer
J. Crewson } Compl's Attorneys

Filed 17th June 1756.

The Replication of Bryan Sexton Administrator to the Estate and Effects of Captain William Gowland Deceased to the Answer of Thomas Jones by his Attornies John Colin Tayer and Peter Massey Cassin

This Replicant saveing and reserving to himself all and all manner of benefit and advantage of Exception to the many Errors insufficiencies and imperfections in the said Answer contained for Replication thereunto saith that his Bill of Complaint against the said Defendant and all and singular the Matters and things therein Contained are good true certain and sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby set forth and Alledged and that the said Answer is very evasive and insufficient in the Law and for further Replication this Replicant saith that he hath not been informed neither doth he know otherwise than by the Answer of the said Defendant and Diverse previous Letters of the said Peter Massey Cassin that this Replicant as Administrator of the said William Gowland Ought to be Charged with the Sum of One Thousand One hundred and Twenty Pagodas being the Amount of an House and Ground purchased of the said Thomas Jones by the said William Gowland as in the Account Current Annexed to the said Answer is set forth and Altho this Defendant doth not pretend to doubt the Assertions of the said Attornies as far as Concerns their own Acts and Deeds individually nor is this Replicant Conscious that it would be of dangerous prejudice to the Mutual dealings of Men amongst each other if the Testimony of written Documents was to be invalidated by Oral Evidence, and particularly in the present case where it is Asserted by the said Attornies that One Pagoda was to be exchanged for ... with the Promissory Note of the said Thomas Jones for the

Bill of Sale to the said William Cowland therefore [illegible] [illegible] tational that the Attornies ought not to have delivered one till they received the Money on the Acknowledgment in the Deed of sale and as to What is said of the said William Cowland having sold the Bill of Sale in a Pagoda for and the Deceitful Manner this Plaintiff conceives therefore that the Answer of the said Defendant this Plaintiff therefore humbly insists that the Estate of the said Sum of One Thousand One hundred and twenty Pagodas ought not to be impeached by any thing which hath been Alleged in the said Defend.ts in his Answer and as to the Sum of Five hundred and twelve Pagodas Two fanams and Twenty Six Cash which the said Defend.t Pretends to be due unto him by the Estate of the said William Cowland for the Interest and the purchase of a Horse and Sundry Goods Wares and Merchandize sold and delivered to the said William Cowland and for the recovery of which he has filed a Cross Bill of Complaint this Plaintiff with the Contents of the said Defendants Productions Authenticated Vouchers to Justify the said Claims this Plaintiff Cannot Admit thereof but submits the same to the Judgment of this Honble Court for whose Consideration he hath thought it his Duty as Administrator in Justice to state the Several Matters and things above Stated.

Without that all other Matters and things this Plaintiff is ready and willing to aver maintain and prove as this Honble Court shall direct and humbly prays as by his said Bill he hath already Prayed.

L. Pybus
Attorney for Plaintiff

Filed the 27th June 1786

The Answer of Bryan Scotney Defendant to the Cross Bill of Complaint of Thomas Jenn by his Attornies John Colyer Young and Peter Massey Cassin

This Defendant now and at all times hereafter saving and reserving to himself all benefit of Exceptions to the Manifold Errors and uncertainties in the Complainants said Bill of Complaint contained for Answer thereunto or to so much thereof as it concerneth this Defendant saith that he at times to stand indebted to the Complainants as Attornies of Thomas Jenn the said Sum of Five hundred and twelve Star Pagodas Two fanams and twenty Six Cash or any other Sum whatever and this Defendant further saith that he hath not been informed nor doth he know otherwise than by the Answer of the Cross Complainants to the Bill filed by this Defendant for the recovery of the Sum of One thousand four hundred and thirty One Pagodas and twenty Eight fanams and by some private Letters of the said Peter Massey Cassin that this Defendant as Administrator of the said William Cowland ought to be Charged with the said Sum of One thousand One hundred and twenty Pagodas being the Amount of an House and Ground purchased of the said Thomas Jenn by the said William Cowland and altho' this Defendant doth not pretend to doubt the Assertions of the Cross Complainants Attornies as far as concerns their own Acts and Deeds individually Nevertheless he conceives that it would be of dangerous prejudice to the Mutual dealings of Mankind if either of the Testimony of written Documents was to be invalidated by Oral Evidence and particularly in the present Case where it is Asserted by the Original Defend.t the Authenticity whether of the Testimony of written Documents was to be set aside or invalidated by Parol Evidence but this Defendant humbly insists that in Examining [illegible] the present Matter, no Evidence of any kind having Yet been produced the whole transaction is simply a Contract between two with Conditions to be mutually fulfilled and performed on their respective parts The Deceased William Cowland entered into a treaty for Contract and Agreement with the Complainant for the Purchase of a house and Ground and agreed to execute a Bond at the time he took Possession of the Premises but postponed the Execution of the said Bond from time to time as afterwards Claimed in the very fair manner Stated and Set forth in this Defendant's Answer to the Bill of Complaint to which he begs leave to refer the Bill of Sale of the Premises Executed and delivered without receiving the beforementioned Bond or Obligation under these Circumstances this Defendant Conceives being so Advised that he will Warranted in Charging the Estate of the said William Cowland with the full Amount of the Purchase Money being a Contract Executory on both sides each to the Condition of the other for their performance but this Defendant [illegible] and truly he will in due time fully prove and Corroborate every Circumstance before Set forth to the entire Satisfaction of this Honble Court as to the ignorance pleaded by the Complainant in his said Replication of the Manner in which the said Deceased William Cowland obtained the Bill of Sale of the before recited and Freehold Ground this Defendant Conceives that it Never can be deduced as an argument to Show that the said Bill of Sale was not so in fair and [illegible] Obtained in the Manner and form as before Set forth and therefore this Honble Court will [illegible]

All which Matters and things this Defendant is Ready and Willing to Verify maintain and prove as this Honble Court shall direct and most Humbly prays as in and by his said Answer he hath Already Prayed

P. Spencer
Atty Defendt

Filed the 5th Augt 1786

The Replication of Thomas Jones late of Madras but now of the Kingdom of Great Britain Gentleman by John Colyn Jones and Peter Massey Esquires his lawfull Attornies to the Cross Answer of Bryan Cowland Administrator to the Estate and Effects of Captain William Cowland Deceased

This Replicant Now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the many Errors Insufficiencies and Imperfections in the said Cross Answer contained for Replication thereunto saith that he will Aver and prove his said Cross Bill to be true Certain and Sufficient in the Law to be Answered unto and that the said Cross Answer of the Defendant is Uncertain untrue and insufficient to be Replied unto by this Replicant and for further Replication this Replicant saith that there Cannot be the least Shadow of Reason given why this Defendant ought not to charge the Estate of the late William

Gowland with the Sum of One Thousand [illegible]
hundred and twenty Pagodas the Amount of a House and
Ground purchased of this Replicant by the said William Cowland
for the Cross Defendant [illegible] Willingly to Answer to all
the Truth of the whole Matter as there Related. Purchase
Was not Made but only Conceives that it would be of dangerous
Prejudice to the mutual Dealings of men Amongst each other
if the Testimony of written Documents was to be set aside
or invalidated by Oral Evidence but this Replicant humbly
insists that such Reasoning is entirely foreign to the present
Matter, no Evidence of any kind having yet been produced
the whole transaction is simply a Contract between two
With Conditions to be Mutually fulfilled and performed
on their Respective parts the Deceased William Cowland
entered in to a legal fair Contract and Agreement with
the Cross Defendant for the purchase of a House and Ground
and agreed to remit a Bond or Obligation for the same upon
the Execution of the Bill of Sale to him Accordingly but [illegible] of
the Premises but put off and the Execution of the said Bond
from time to time he afterwards Obtained in the unfair Man-
ner Stated and set forth in this Replicant's Answer to the Cross
Defendant's Original Bill to which he prays leave to refer the
bill of sale of the Premises Executed and but without Execu-
ting the before mentioned Bond or Obligation under these
Circumstances this Replicant conceives himself Advised that
is well Warranted in Charging the Estate of the said William
Cowland with the full Amount of the Purchase it Amount-
ing a Contract Executory on both sides and both a Remedy
On the other for the Non performance [illegible]

Such he will in due time fully prove and Corroborate every Cir-
cumstance before set forth to the entire Satisfaction of this
Hon.ble Court as to the ignorance pleaded by the Cross Defendant
in his said Cross Answer of the Manner in which the Deceased
William Cowland Obtained the Bill of Sale of the before menti-
oned House and Ground this Replicant Conceives that
said Bill of Sale was not so unfairly and deceitfully Obtained
in Manner and form as before set forth and trusts this Hon.ble
Court will not pay the least Attention thereunto

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 Cross Bill of Complaint he hath Already Prayed

P. Spencer
Atty Repl.t

Filed 5th Sept. 1786

The Rejoinder of Bryan [illegible]
Administrator to the Estate and Effects of
Captain William Cowland Deceased to
the Cross Replication of Thomas [illegible] by
his Attornies John [illegible] and
Peter Massey Esquires

This Defendant now and at all times here-
after saving and reserving to himself all manner of benefit
and Advantage of Exception to the manifold insuf-
ficiency

fficiency of the said Replication for Rejoinder saith that this Defendant's said Answer is true Certain and sufficient in the Law to be Replied unto and saith as in and by his said Answer he hath Already said and doth and will aver and maintain all and every thing and things therein to be true and certain in Such Manner as therein is Alledged and expressed and this Defendant also saith that the said Replication of the said Complainant is uncertain and insufficient in the Law to be Rejoined unto by this Defendant for divers defects and Imperfections therein contained and for further Rejoinder this Defendant Saith that he still insists the Replicant Ought not to have of this Defendant as Administrator of the said William Cowland the Amount of the said House and Ground by Reason of what this Defendant hath Alleged in his said Answer namely that One Paper was to be exchanged for another which Exchange therefore ought Mutually to have taken place at the same time and this Defendant Saith that he hath been informed by his Attorney who hath had frequent conference with Peter Massey Esquire the Replicant's Attorney on the Subject of this Suit that he never heard of the said [illegible] Charged to have been [illegible] by William Cowland on the Replicant's Attorney till he read the Answer of the Cross Complainant as Defendant to the Suit of this Defendant as Original Complainant.

This Defendant denies that there was any Contract or [illegible] on both sides for the [illegible] of the Replicant [illegible] the Rest of the Contract was [illegible] that the delivery of the Bill of Sale and possession of the Premises by the said Attorney to the said William Cowland at which time the [illegible] should have [illegible] the said William Cowland to have caused the said Bond [illegible] they had any legal Right thereto

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 Defendant

Interrogatories to be Administered

Thomas Latham
and
William Gardiner

to Such Witnesses as shall be produced Sworn and Examined in a Certain Cause and Cross Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam Wherein Bryan [illegible] Administrator of the Estate and Effects of William Cowland Deceased is Original Complainant and Cross Defendant and Thomas [illegible] by his Attorney [illegible] and Peter Massey Esquire is Original Defendant and Cross Complainant

On the Part and behalf of the Original Complainant and Cross Defendant

To all the Witn.s } 1st Do You know the parties Complainant and Defendant in the title of these Interrogatories named and did You not know the said William Cowland in his life time and how long have You known them either and which of them? Declare.

Thomas Latham 2. Look at the Paper Writing now produced to You at the time of Your Examination

Marked A. and Purporting to be a Bill of Sale of Certain Premises therein Mentioned from the said [illegible] Jones and Peter Massey Esquire Attorney of the said Thomas Jones to the said William Gowland: Are the Words Thomas [illegible] thereunto Set and Subscribed as One of the Witnesses to the Execution of the said Bill of Sale of Your proper hand Writing If Yea Did You See the said [illegible] Jones and Peter Massey Esquire duly Execute the Same.

To William Gardiner. 3. Do You Not Well Know or [illegible] If Yea had You not the Care of the [illegible] of the said William Gowland [illegible] on or about the Eighteenth Day of April which was in the Year of Our Lord One Thousand Seven hundred and Eighty four or on some other and What Day Month and Year Did it then [illegible] under the Care of the said Peter Massey Esquire Situate in the Black Town Madras or [illegible]

To all the Witnesses } 4th 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 Original Complainant and Cross Defendant If Yea Declare the Same as You know have heard or believe together With the Manner of Such Your belief as fully as if You had been thereunto Particularly Interrogated.

C. Popham
Attorney for Orig. Complainant
and Cross Defendant.

Know all Men by these Presents that I Thomas Jones of Fort Saint George Proprietor of an Island Situate and lying Near Madras by Virtue of a Bill of Sale from the Sheriff of Fort St George under Date the Eighteenth Day of March Which Was in the Year of Our Lord One Thousand Seven hundred and Eighty three for and in Consideration of the Sum of Eleven hundred and Twenty Pagodas Current Money of Madras to me in hand Paid by Captain William Gowland of Fort Saint George aforesaid before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby Acknowledged, Have Bargained and Sold and by these Presents Do Bargain and Sell unto the said Captain William Gowland his Heirs, Executors Administrators and Assigns a House and Piece of Ground being part of the said Island and is Situated on the South side of the Road, is bounded on the West by Mr Ellis's Ground, on the South and East by the River, and on the North by the Road, Measure from East to West One thousand three Hundred and forty feet, from North to South Six Hundred and forty four feet, with all the Buildings and Appurtenances Whatsoever to the said House and Piece of Ground belonging or Appertaining or with the Same Held or enjoyed, To Have and to Hold the said House and Piece of Ground and every Part and Parcel thereof with all and every the Rights Members and Appurtenances thereunto belonging or Appertaining unto the said Captain William Gowland, his Heirs Executors, Administrators and Assigns for Ever. In Witness Whereof I the said Thomas Jones have hereunto Set and Subscribed my Hand and Sealed Fort Saint George aforesaid this third Day of March in

Marked A. and Purporting to be a Bill of Sale of Certain
Premises therein Mentioned from the said John Cluer Young
and Peter Massey [illegible] as Attornies of the said Thomas Lane
to the said William [illegible] the Name Thomas Ledsham
thereunto [illegible] a Witness to the
Execution [illegible] Writing
[illegible]

To William C[illegible]

To

in the Year of Our Lord One thousand Seven hundred and
Eighty four.

Signed Sealed and Delivered being first duly Stamped
in the Presence of

Thos Ledsham J. C. Young (L.S.)
Corporal Browning P. Massey Cassin (L.S.)
Attornies for Thos Lane

This is the Paper Writing Marked A. Produced
and shewn to Thomas Ledsham at the time of his Examination before
me in a Cause depending in the Mayor's Court wherein [illegible]
Original Complainant and Cross Defendant and Thomas
Lane Original Defendant and Cross Complainant this 14th
Day of November Anno Domini 1786.

J. Spalding
Examiner

Mayor's Court
Madraspatnam. } Between [illegible]
Administrator of the Estate and Effects of
William Cowland Deceased Original
Complainant and Cross Defendant and
Thomas Lane by his Attornies John Cluer
Young and Peter Massey Cassin Original
Defendant and Cross Complainant.
[illegible]

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

Thomas Ledsham Deputy Sheriff of Fort Saint George Aged 35 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the 14th Day of November 1786 — signified at the Office of Mr Pulleine Gunner who is Attorney for the Original Defendant and Cross Complainant by Vencatachellum [illegible] who also [illegible] a Note of the Name Title and Place of Abode of the said Deponent [illegible] the same Day being Sworn and Examined Deposeth as follows.

[illegible] Interrogatory this Deponent saith that he ditto [illegible] Complainant and Cross Defendant Bryan [illegible] and that he hath known him Six [illegible] and that he ditto knew the Original [illegible] and Cross Complainant Thomas Lane in this [illegible] that he hath known him the same time [illegible] saith not to this Interrogatory.

[illegible] the Second Interrogatory this Deponent saith that — Upon Inspection of the paper Writing Marked A. Produced to him at the time of his Examination purporting to be a Bill of Sale of Certain Premises therein mentioned from the said John Cluer Young and Peter Massey Cassin as Attornies of the said Thomas Lane to the said William Cowland he knows the Name Thomas Ledsham thereto Signed to be his own proper hand Writing and that he saw Peter Massey Cassin put his Name thereto but does not remember the Circumstance of John Cluer Young having Signed the same [illegible] saith not to this or the last Interrogatory.

J. Spalding
Examiner

Thos Ledsham

in the Year of Our Lord One Thousand Seven hundred and Eighty four

Signed, Sealed and Delivered (Where no Stamps Required to be had) in the Presence of

Thos. Ledsham

Joseph Branning

J. Col: Young (L.S.)

P. Mason Casin (L.S.)

Attornies for Mr. Thos. Jones

This Exhibit Marked **A** was shewn to Thomas Ledsham at the time of his Examination before on the Part of the Original Complainant and Cross Defendant in a Cause depending in the Hon'ble the Mayor's Court at Madraspatnam between Bryan Sullivan Original Complainant and Cross Defendant and Thomas Jones Original Defendant and Cross Complainant on the 14th Day of November Anno Domini 1786.

J. Spalding
Examiner

Mayor's Court at Madraspatnam } Between Bryan Sullivan Administrator of the Estate and Effects of William Cowland deceased Original Complainant and Cross Defendant and Thomas Jones by his Attornies John Colvin Young and Peter Mason Casin Original Defendant and Cross Complainant.

On the part of the Original Complainant and Cross Defendant.

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

mas Ledsham Deputy Sheriff of Fort Saint George Aged 35 Years
nabitant being Produced as a Witness in this Cause On the Part of the Origi-
Complainant and Cross Defendant was on the 14th Day of November 1786
ried at the Office of Mr. Pullen Jones who is Attorney for the Original
endant and Cross Complainant by Venatachellum Servant who also
tered a Note of the Name Title and Place of Abode of the said Deponent
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 Original Complainant and Cross Defendant Bryan Sullivan in this Cause and that he hath known him six Years or thereabouts and that he doth know the Original Defendant and Cross Complainant Thomas Jones in this Cause and that he hath so known him the same time. And more saith not to this Interrogatory

2d ...... To the second Interrogatory this Deponent saith that upon seeing the paper Writing Marked **A** produced and shewn to him at the time of his Examination purporting to be a Bill of Sale of certain Premises therein mentioned from the said John Colvin Young and Peter Mason Casin as Attornies of the said Thomas Jones to the said William Cowland he knows the Name Thomas Ledsham thereto Signed to be his own proper hand Writing and that he saw Peter Mason Casin put his Name thereto but does not remember the Circumstance of John Colvin Young having Signed the said. And more saith not to this or the last Interrogatory

J. Spalding
Examiner

Thos. Ledsham

Mayor's Court at Madraspatnam } Between Bryant Letting Administrator of the Estate and Effects of William Cowland Deceased Original Complainant and Cross Defendant and Thomas Turnbull Attorney to [illegible] [illegible] and Peter Massey Cassin Original Defendant and Cross Complt.

On the Part of the Original Complainant and Cross Defendant.

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

William Gardiner Deputy Undertaker of Fort Saint George Aged 30 Years or thereabouts being produced as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant was on the [illegible] Day of November 1786 [illegible] at the Office of Mr. [illegible] [illegible] the Attorney for the Original Defendant and Cross Complainant [illegible] [illegible] 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 the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant Bryant Letting in this Cause and that he hath known him three Years or thereabouts and that he doth know the Original Defendant and Cross Complainant Thomas Turnbull in this Cause and that he hath known him four Years or thereabouts — And further saith not to this Interrogatory —

3d .... To the third Interrogatory this Deponent saith that he doth as deputy Undertaker

Burial of William Cowland who departed this life on the Eighteenth of April One Thousand Seven hundred and Eighty four and he believes he died in the House of the Peter Massey Cassin in the Black Town as he found him there and buried him from the said house of Peter Massey Cassin — And more saith not to this or the last Interrogatory —

J. Spalding
Examiner

William Gardiner
Deputy Undertaker

Mayor's Court at Madraspatnam } Tuesday the 23d Day of Jany Anno Domini 1787

Present —

James Call Esquire Mayor
John Menzies Josias Du Pre Porcher
and Andrew Ross Aldermen —

L.S.

Mayor's Court

Between Bryant Letting of Madras Esquire Administrator to the Estate and Effects of Captain William Cowland

Gowland Deceased Original Complainant and Cross Defendant and Thomas Jones late One of the Attornies of this Honble Court Original Defendant and Cross Complainant

Et è Contra

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Original Complainants Bill the Original Defendants Answer the Cross Bill the Replication the Cross Answer the Rejoinder the Cross Replication the Rejoinder the Interrogatories and Depositions On the Part of the Original Complainant and Cross Defendant On Hearing the Pleadings made thereof 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 Original Defendant do pay unto the Original Complainant the full and Just Sum of One Thousand four hundred and Thirty One Pagodas and Twenty Eight fanams or Pagodas 1431. 28 — together with all Such Interest as thereon shall hereafter become due thereon untill full Payment is Made also all Costs of this Suit and it is further Ordered and Decreed that the Cross Bill do stand Dismissed with Costs —

Pr Cur.

Court of Appeals at Madraspatnam } 1st Saturday the 1st December Anno Domini 1787

Between Thomas Jones by his Attornies John Collins Esqre and Peter Massey Cassin Appellants and Bryan Scotney Administrator to the Estate and Effects of William Gowland Deceased 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 Decree of the said Court given in this Cause on Tuesday the 23d day of January Anno Domini 1787. 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

Decree and Doth Accordingly Order and Decree that the said Decree of the Hon.ble the Mayors Court be Set aside That the Defendants Attornies do Swear to their Original Answer on this behalf and each Party to be at Liberty to Examine Witnesses — That the Arguments Against Evidence be Expunged from the Cross Answer and the Cause Reheard and that each Party do pay his Costs in this Court

Per Cur.
Chas. N. White Clk.

Filed the 24th Octr 1736

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Rangapillah of Madras Inhabitant That James Taylor George Savage and James Call of Fort Saint George Merchants Executors Named in the Last Will and Testament of Andrew Majendie late of Madras Merchant Deceased Stands Indebted unto Your Orator as Executors as aforesaid in the full and Just Sum of Nine Thousand Six hundred and Twenty 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 Three Thousand Eight Hundred and Sixty Eight Pounds and Six Shillings as will more fully and at Large Appear by Copy of an Account Current and also Copy of a Bond or Obligation given and Granted unto Your Orator by the said Deceased Andrew Majendie in his lifetime on the first Day of January in the Year of Our Lord One Thousand Seven hundred and Twenty Nine hereunto Annexed for the Inspection of this Hon.ble Court both which Your Orator prays may be Admitted as part of this his Bill of Complaint And Your Orator Sheweth that the said Executors have duly proved the said Will in this Hon.ble Court and have thereby taken upon themselves the Burthen and Execution thereof as by the said Records of this Hon.ble Court Referring thereunto had may appear And Whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of Nine Thousand Six Hundred and Twenty Pagodas and Thirty fanams from the said

James Taylor George Savage and James Call as Executors as aforesaid.

But now so it is May it please this Honble Court the said James Taylor George Savage and James Call Absolutely and wilfully refuse to pay the same to your Orator as Executors as aforesaid any manner of Satisfaction touching the Premises Your Orator therefore prays all such Relief as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Deft James Taylor George Savage and James Call may upon their Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged 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 Said Sum of Seven Thousand Six hundred and Seventy Pagodas and thirty fanams with all such further Relief as in Equity shall hereafter be meet the Same and all Costs of this Suit.

May it Please this Honble Court to cause the said James Taylor George Savage James Call to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court 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 such Order and Decree therein as to this Honble Court shall seem Meet.

Hy Du Puy
Atty Complainant

Dr The Estate of Late Andrew Majendie Esqr in Acct Curt with Rungapillah Cr

779 ug.	7.	To the Amount of his Bond of this date	3500 – –	1786 July	31.	By Balance	7670.30 –
786 ly.	31.	To Interest on Ditto from the above date to this day is 7 y. 8 m. & 7 d. @ 10 p Ct. p Annum	4170.30 –				
		Pagodas	7670.30 –			Pagodas	7670.30 –

Madras 31st July 1786
Errors Excepted
Rungapillah

True Copy
Hy Du Puy
Atty Complainant

Know all Men by these Presents that I Andrew Majendie of Madras Merchant am held and firmly bound unto Rungapilla of the same place in the penal Sum of Eleven thousand Star Pagodas to the payment whereof well and truly to be Made to the said Rungapilly his 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 Fort St George the first day of January in the Year One thousand seven hundred and Sixty Nine.

Whereas the Above bound Andrew Majendie hath received and borrowed of the above Named Rungapilla the full and just Sum of Five thousand and five hundred Star Pagodas to be repaid with Interest at the Rate of Ten percent per Annum Payable on Demand.

Now the Condition of this Obligation is such that if the above bound Andrew Majendie his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Rungapilly his Executors Administrators or Assigns the full and just Sum of Five thousand and five hundred Star Pagodas with the above mentioned Interest as shall on any demand be thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue.

Signed Sealed and Delivered
Where Stamped paper is not to be had
in the presence of
J. Balfour
Wm Hamilton

Andrew Majendie (LS)

True Copy
[illegible] Du Pre
Atty Compl

Filed the 23d Jany 1771

The Answer of James Taylor George Savage and James Call Executors Named in the last Will and Testament of Andrew Majendie Deceased Defendants to the Bill of Complaint of Rungapillaboy of Madras Inhabitant Complainant

These Defendants saving and reserving to themselves now and at all times hereafter all manner of benefit and Advantage of Exception that may be had and taken to the Many Uncertainties insufficiencies and imperfections in the said Complainants said Bill of Complaint Contained for Answer thereunto or to so much thereof as Materially Concerns these Defendants to make Answer unto they Answer and say that it is true the said Andrew Majendie hath departed this life having first duly made and Published his Last Will and Testament and thereof Appointed these Defendants Executors who have duly proved the same in this Honble Court and taken upon themselves the burden and Execution thereof. These Defendants say it may be true the said Andrew Majendie may have executed the Bond to the Complainant of the Date Tenor and Purport stated and Charged in the Bill of Complaint but they say that in case it appear such Bond should be proved to this Honble Court to have been Executed in the Manner Alledged Nevertheless the Situation of the Affairs of the said Andrew Majendie and these Defendants prevents them from giving any Satisfaction whatever to the Complainant Respecting the same save and except as is hereinafter set forth These Defendants say that they together with the said Andrew Majendie have been for Years back [illegible] Certain money Transactions or dealings

Persons indebted unto the Concern and under Terms in their [illegible] Considerable Sums of Money which [illegible] the Terms of the said Concern to liquidate at present or [illegible] Unlikely for a period when such liquidation will be Practicable as the said Concern hath Claims on the [illegible] Wau Lau Jan &c. Debts of the Concern to the Amount of Seventy Lacks of Pagodas Payment whereof [illegible] now in a Train of Settlement under the Sanction of an Act of Parliament and depend on the Continuance of Peace in the Carnatic the Completion of the said Concern with the[ir] Numerous Creditors which in like manner depend on the same Event and these Defendants [illegible] that as the Interest of Twelve per Cent to the holders of the said [illegible] [illegible] Six per Cent [illegible] in that Species of Settlement [illegible] and [illegible] by the Terms of the New Consolidated Debt and [illegible] Portions of the Claims of the said Concern [illegible] the Nabob of that [illegible] many of the Debts due by the said Concern [illegible] Interest of Twelve per Cent per Annum these Defendants [illegible] Concern State of the ultimate Situation of such Concern And [illegible] therefore [illegible] [illegible] and [illegible] Satisfaction [illegible] the same [illegible] [illegible] the ultimate Situation of the Affairs of the said Andrew Majendie [illegible] Ought to [illegible] this Honble Court [illegible] of the Estate of the said Andrew Majendie [illegible] these Defendants further say that [illegible]

as are for that purpose in their Custody possession or Power before they can Appropriate those funds to the liquidation of the Debts of the Individual Members of the said Concern and that When the Debts of the said Concern shall have been fully discharged then and not before the Partners thereof have individually a Right each to his separate Share of the Surplus Fund and may individually apply the Same to the Payment of their Separate and Individual Debts or in such other manner as to them individually may seem Meet

These Defendants Say that the Situation of the said Andrew Majendie as a Partner in the said Concern Jointly with these Defendants and others interested therein being such as is herein before stated and these Defendants being as they Conceive bound in Legal Duty as Surviving Partners of the said Andrew Majendie to Apply all such Funds as come to their Possession wherein he is interested as a Partner in the said Concern towards payment of the Debts due by the said Concern they Cannot with Safety to the said Concern satisfy or discharge the Demand of the said Complainant on the Estate of the said Andrew Majendie even tho he should be able fully to prove the Validity of his Claim to the Satisfaction of this Honble Court these Defendants further say that the said Andrew Majendie was at the time of his death and his Estate is still indebted on Bond unto several Persons in Europe as well as in India in Sundry Sums of Money and therefore these Defendants humbly Submit that the Compl^t ought not to have any preference of such other Bond Creditors and these further insist that the [illegible] of the Complainant's Claim might be at the Discretion of [illegible] the Court

Discharge the Legacies [illegible] [illegible]

All Which Matters and things [illegible] Defendants are ready to aver and prove as this Hon.ble Court shall direct and humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully sustained

Jan.y 23.d 1787.
Sworn to by Mr. James Call and
Mr. James Taylor before me
John Menzies Alderman

Jas. Call

James Taylor

J. [illegible]
Attorney for Deft.

Filed the 6th March 1787.

The General Replication

of [illegible] Complainant to the [illegible] of George Savage and James Call [illegible] Executors Named in the Last Will and Testament of Andrew Majendie [illegible] Deceased Defendants.

This Repliant saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the manifold Uncertainties and Insufficiencies of the said Defendants said Answer Contained for Replication thereunto [illegible] therefore this Repliant [illegible] Replication [illegible] Complaint and all and singular the Matters and Things therein Contained [illegible]

certain in such Manner and form as the same are therein and thereby set forth and Alledged and that the said Answer of the said Defendants is very uncertain evasive and insufficient in the Law.

All which Matters and things this Defendant is Ready and willing to aver Maintain and Prove as this Hon.ble Court shall direct and Most humbly Prays as in and by his said Bill of Complaint he hath already Prayed.

Hy. D[illegible]
Attorney Replicant

Filed the 15th March 1787.

The General Rejoinder of

James Taylor, George Savage and James Call Executors Named in the last Will and Testament of Andrew Majendie Deceased to the General Replication of [illegible]

These Defendants now and at all times hereafter saving and reserving to themselves all and all manner of benefit and Advantage of Exception to the uncertainty and insufficiency of the said Replication for Rejoinder say that these Defendants said Answer is true certain and sufficient in the Law to be Replied unto and as in and by their said Answer they have already said and do and will aver and Maintain all and every thing and things therein to be true and in such manner as therein Alledged and Expressed and these Defendants also say that the said Replication of the said Complainant is uncertain and insufficient [illegible] Rejoinder by these Defendants for Demu

Defect and imperfection therein Contained.

All which matters and things these Defendants are ready to aver maintain and prove as this Honourable Court shall direct and humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf wrongfully sustained.

J. Walker
for [illegible]
Attorney for Defendants

Interrogatories to be administred to such Witness or Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in this Hon^ble^ the Mayor's Court [illegible] wherein [illegible] Complainant and [illegible] Executors named in the last Will and Testament of Andrew Majendie Deceased Defendants.

On the Part and Behalf of the Complainant.

To all the Witnesses } 1st Do You know the Parties Complainant and Defendants in the Title of these Interrogatories named or either and how long have You known them or either and which of them Declare.

John Balfour } 2nd Look at the [illegible]

at this the time of Your Examination Marked with the Letter A and Purporting to be a Bond or Obligation from the Deceased Andrew Majendie in the Title of these Interrogatories named unto the Complainant for the Sum of Five Thousand and five hundred Pagodas Was such Deed or Writing Signed sealed and Delivered in Your Presence and by whom Were You a Subscribing Witness to the execution and delivery thereof And is Your Name Set and Subscribed thereto as a Witness thereunto of Your Own hand Writing Do You know the hand Writing of the other Witness thereto And is the name of Such Witness of the proper hand Writing of such Witness and did You see him Set his Name as a Subscribing Witness thereunto Set forth the Same According to the best of Your knowledge Remembrance and belief.

To all the Witnesses } 3rd 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 or Advantage of the Complainant If Yea declare the same as You know have heard or do believe together with the Reasons of Such Your belief as fully and particularly as if You had been thereunto Particularly Interrogated.

Mr. Dieling
Attorney Complainant

Know all Men by these Presents that I Andrew Majendie of Madras Merchant am held and firmly bound unto Rungapah Pulley of [illegible] in the Penal Sum of Eleven thousand Pagodas to the payment whereof well and truly to be made to the said Rungapah Pulley his heirs Executors Administrators or Assigns I do hereby bind myself my heirs [illegible]

Witness whereof I have hereunto set my Hand and Seal in Fort Saint George the first Day of January in the Year One Thousand Seven Hundred and [illegible] Nine.

Whereas The above bound Andrew Majendie hath borrowed and received of the above Named Rungah Pilly the full and just Sum of Five Thousand and Five hundred Star Pagodas bearing Interest at the rate of Ten per Cent per annum Payable on Demand.

Now the Condition of this Obligation is such that if the above bound Andrew Majendie his heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Pilly his Executors Administrators or Assigns the full and just Sum of Five Thousand and Five hundred Star Pagodas with the Interest as above mentioned then this Obligation to be Void and of no Effect otherwise to Remain in full Force and Virtue.

Signed Sealed and Delivered
Where no Stamped paper is to be had
in the Presence of
J. Balfour
Wm Hamilton

Andrew Majendie (L.S.)

This Exhibit marked A was shewn to William Hamilton and John Balfour at the time of their Examination before me on the Part of the Complainant in a Cause depending in the Mayor's Court at Madraspatnam wherein Rangapillah is Complainant and James Taylor George Savage and James Call are Defendants on the 28th Day of May Anno Domini 1757.

J. [illegible]
Examiner

Mayor's Court at Madraspatnam } Between Rangapillah of Madras Inhabitant Complainant and James Taylor George Savage and James Call Executors Named in the Last Will and Testament of Andrew Majendie Deceased 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.

John Balfour Esq. of the Honourable Company's Service at Fort Saint George Aged 36 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 7th Day of May 1757 [illegible] at the Office of Mr Stephen Popham [illegible] Attorney for the Defendants by [illegible] a Copy of the Same [illegible] 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 Rungapillah in the Interrogatory named and that he hath so known him twelve Years or thereabouts and that he doth know the Defendants James Taylor George Savage and James Call in the Cause and that he hath known them the same time and more saith not to this Interrogatory.

To the [illegible] Interrogatory this Deponent saith that

Upon looking at the Paper writing now shewn to him at this the time of his Examination Marked A Purporting to be a Bond or Obligation from the deceased Andrew Majendie in the Title of these Interrogatories Named unto the Complainant for the Sum of Three Thousand and five hundred Pagodas he believes was Signed Sealed and Delivered in the presence of this Deponent that this Subscription as Witness thereto is his own Proper hand Writing and that the signature of William Hamilton the other Witness thereto he believes is the hand Writing of the said Willm. Hamilton — And More saith not to these the last Interrogatories —

J. Spalding
Examiner

J. Balfour

Mayor's Court at Madraspatnam } Between Runagapillah of Madras Inhabitant Complainant and James Taylor George Savage and James Call Executors Named in the last Will and Testament of Andrew Majendie Deceased Defendants —

On the Part of the Complainant

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

William Hamilton of Fort Saint George Aged 40 Years or thereabouts being produced as a Witness in this Cause [illegible]

Complainant was on the 3rd Day of May 1787 Signified of Mr. Stephen Popham who is Attorney for the Defendants by Vencatachellum Servant to the said Attorney left 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 followeth —

1st. To the first Interrogatory this Deponent Saith, that he doth know the Complainant Runagapillah in this Cause and that he hath known him about Ten Years — and that he doth know the Defendants James Taylor George Savage and James Call in this Cause and that he hath so known them ever since One Thousand Seven hundred and Sixty Six — And more saith not to this Interrogatory —

2. To the Second Interrogatory this Deponent Saith that on looking at the paper writing Marked A Purporting to be a Bond or Obligation from the Deceased Andrew Majendie unto the Complainant for the Sum of Five Thousand and five hundred Pagodas he believes was Signed Sealed and Delivered in presence of this Deponent by the said Andrew Majendie that the name of this Deponent as Witness thereto is his own proper hand Writing — And More saith not to this the last Interrogatory —

J. Spalding
Examiner

Wm. Hamilton

Mayor's Court at Madraspatnam } { Saturday the 15th Day of September Anno Domini 1787

L.S.

Mayor's Court

Present ———

James Call Esquire Mayor

Edward John Holland William Webb

John Menzies and Andrew Ross

Aldermen ———

Between Rangappellah of Madras Inhabitant Complainant and James Taylor George Savage and James Call of Fort Saint George Merchants Executors Named in the last Will and Testament of Andrew Majendie late of Madras Merchant Deceased Defendants.

This Cause Coming on to be heard and Debated this Day in the Presence of the Attornies on both sides in reading the Complainant's Bill with Copy of a Bond and an Account Current Annexed the Defendants Answer the General Replication of the Complainant and the Bond Annexed [illegible] Depositions taken thereon On Hearing the Pleadings made thereof by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly [illegible]

Complainant Out of the Estate and Effects of Andrew Majendie Deceased the full and Just Sum of Two Thousand Six Hundred and Seventy Pagodas and Thirty Fanams Pagodas 2670.30 together with all such Interest as shall hereafter become due thereon until full Payment is made Also all Costs of this Suit —

Per Cur

Court of Appeals at Madraspatnam } At Saturday the 1st December Anno Domini 1787

Between James Taylor George Savage and James Call of Fort St George Merchants Executors Named in the last Will and Testament of Andrew Majendie Deceased Appellants and Rangappellah of Madras Inhabitant 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 Decision and the several Exhibits of the Honble the Mayor's Court together With the Decree of the said Court Given in this Cause on Friday the 14th day of September Anno Domini 1787 Upon due Consideration of the Matters therein Severally Contained And of the Pleadings And Arguments had 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 be Stand Affirmed And that the Appellants Petition be and is Dismissed with Costs in this Court —

Per Cur

Chas. S. White

L.L.

Filed the 30th Nov. 1790

At the Court at St. James's

the 17th of March 1790

Present

The King's most Excellent Majesty

Lord Chancellor	Viscount [illegible]
Lord President	Lord Amherst
Lord Privy Seal	Mr. Secretary Grenville
Earl of Courtown	

Whereas there was this Day read at the Board a Report from the Right Honble the Lords of the Committee of Council for hearing Appeals from the Plantations &c. dated the 12th of this Instant in the Words following Viz.t

"Your Majesty having been pleased by Your Order in Council of the [illegible] of March 1789 to refer unto this Committee the humble Petition and Appeal of James Taylor, George Savage and James Call Executors of [illegible] late of Madras Merchant deceased, setting forth that [illegible] the Respondent on the 24th of October 1786 filed his Bill of Complaint in the Mayor's Court of Madras aforesaid against the Appellants as Executors of the said [illegible] for the Recovery of the Sum of 4672 Pagodas [illegible] in Sterling Money at the Rate of [illegible] the Sum of [illegible] being taken on or about the [illegible] of January [illegible] and [illegible] the said [illegible] and [illegible] of the Sum of 5500 Pagodas on Demand together with Interest thereon after the Rate of 10 per Cent per Annum to which said Bill of Complaint the Appellants appeared by their Attorney and after certain [illegible] of Complaint they duly put in their Answer thereto and [illegible] the said Cause came on to be heard before the Mayor's Court at Madras aforesaid on Friday the 14th September 1787 when the said Court were pleased to Order and Decree that the Appellants should pay unto the Respondent out of the Estate and Effects of the said [illegible] the full and just Sum of 4672 Pagodas [illegible]

Judgment was made, also all Costs of the Suit — That the Appellants Appealed from such Decree to the Court of Appeals at Madras aforesaid, and the said Respondent having put in his Answer to the said Appeal the same came on to be heard and determined on the 1st December 1787 by the said Court of Appeals at Madras when the said Court were pleased to confirm the said Decree of the Mayor's Court with Costs of Suit in the said Court of Appeals to be paid by the Appellants — That from the said Decree or Order of the said Court of Appeals the Appellants having Appealed to Your Majesty in Council the same was admitted by the said Court — And the Appellants humbly pray that Your Majesty will be graciously pleased to Order that the said Decrees of the said Mayor's Court and Court of Appeals at Madras of the 14th of September and 1st December 1787 may be reversed, or for such other Relief in the Premises as to Your Majesty in Your Royal Wisdom shall seem meet. The Lords of the Committee in obedience to Your Majesty's said Order of Reference, this Day took the said Petition and Appeal into Consideration, and were attended by the Solicitors on both sides, and the Solicitor for the Appellants having [illegible] to withdraw the said Petition and Appeal, and the [illegible] having [illegible] thereto, Their Lordships do therefore agree humbly to report as their Opinion to Your Majesty, that it may be advisable for Your Majesty to permit the Appellants to withdraw their said Petition and Appeal Without Costs — And that the Recognizance entered into for Prosecuting the said Appeal should be discharged."

His Majesty having taken the said Report into Consideration, was pleased with the Advice of His Privy Council, to approve thereof and to Order, as it is hereby Ordered, that the Appellants be permitted to withdraw their said Appeal from the said Decree of the Court of Appeals at Madras of the 1st of December 1787 — Without Costs; And that the Recognizance entered into for Prosecuting the said Appeal be Discharged. Whereof the Governor or President and Council of Fort St. George for the Time being, The Judges of the said Court at Madras and all other Persons whom it may concern, are to take Notice and Govern themselves accordingly.

Steph: Cottrell

iled 24th March 1786

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

Humbly Complaining sheweth unto this Hon^ble Court Your Orator George Newbury of Fort Saint George Esquire by his Attorney Henry Alexander of the same Place Esquire, that Hyla Lunacoty Pillah of Saint Thome Inhabitant stands Indebted unto Your Orator in the full and just Sum of Eight hundred and Seven Pagodas ten fanams and twenty Seven Cash Current Money of Madras Which are in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of three hundred and twenty two Pounds and eighteen Shillings as will More fully and at large Appear by Copies of two Bonds or Obligations given and Granted unto Your Orator by the said Hyla Lunacoty Pillah bearing date one under the date of the third day of October in the Year of Our Lord One thousand Seven hundred and Seventy eight and One under the date of the tenth day of April One thousand Seven hundred and Seventy Nine and also Copy of an Assignment thereunto Annexed for the Inspection of this Hon^ble Court all of which Your Orator begs may be Admitted as part 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 Eight hundred and Seven Pagodas ten fanams and twenty Seven Cash from Hyla Lunacoty Pillah.

But now so it is May it Please this Hon^ble Court the said Hyla Lunacoty Pillah Obstinately and Wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays such Relief as to this Hon^ble Court shall Appear Agreeable to Equity and that the said Hyla Lunacoty Pillah may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things hereinbefore set forth and Alledged as fully truly and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Eight hundred and Seven Pagodas ten fanams and Twenty Seven 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 Hon^ble Court to Cause the said Hyla Lunacoty Pillah 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 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.

Hy Du Puy
Atty Defendant

2nd March 1786
This Bill was Shewn to me in the day of Adjournment the Complainant having made Oath to the justness of the demand and that he hath Reason to believe the Defendant will Depart from the Jurisdiction of this Hon^ble Court on hearing this Bill is filed against him a Summons to be made immediately and a Warrant of Arrest Issued

Robt. Ewing
Mayor

Know all Men by these Presents that I Mylla Lunacoty of St. Thomé am held and firmly bound unto George Mowbray of Fort St. George Esq. in the penal Sum of two Thousand Current Pagodas to the payment whereof well and truly to be made to the said George Mowbray Esq. his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto set my hand and Seal in Fort St. George this third day of October in the Year One thousand seven hundred and seventy Eight

Whereas the above bound Mylla Lunacoty of St. Thomé hath borrowed and Received of the above Named George Mowbray Esq. the full and just Sum of One thousand Current Pagodas to bear Interest at the Rate of Ten per Cent per annum Payable in three Months from the date hereof

Now the Condition of this Obligation is such that if the above bound Mylla Lunacoty of St. Thomé his heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto George Mowbray Esq. his heirs Executors Administrators or Assigns the full and just Sum of One thousand Current 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
(the Stamp'd paper is to be had)
in the Presence of
Matthew Pereira
[illegible]

[illegible] (L.S.)

True Copy
H. Du Puy
Att. C.

Know all Men by these Presents that I Mylla Lunacoty Pillah of St. Thomé am held and firmly bound unto George Mowbray of Fort St. George Merchant in the penal Sum of One Thousand Star Pagodas to the payment whereof well and truly to be made to the said George Mowbray his heirs Executors, Administrators or Assigns I do hereby bind myself my heirs Executors & Administrators firmly by these presents In Witness whereof I have hereunto set my Hand and Seal in Madras this thirteenth day of April in the Year of Our Lord One Thousand seven hundred and Seventy Nine

Whereas the above bound Mylla Lunacoty Pillah borrowed and Received of the above Named George Mowbray the full and just Sum of Five hundred Star Pagodas to bear Interest at the Rate of twelve per Cent per Annum payable on Demand

Now the Condition of this Obligation is such that if the above bound Mylla Lunacoty Pillah his heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto George Mowbray his heirs Executors or Assigns the full and just Sum of Five 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

[illegible] (L.S.)

Signed Sealed and Delivered
(the Stamp'd paper is to be had)
in the presence of
P. Gopaul
C. Mudaliya

True Copy
H. Du Puy
A.W. Campbell

686

To all to whom these Presents shall come [illegible] Tyla Janacoty [illegible] Inhabitant and [illegible] Certain Bond or Obligation bearing date [illegible] day of [illegible] Which was in the Year of Our Lord One thousand seven hundred and seventy eight [illegible] held and firmly bound unto George Henbury of [illegible] in the Penal Sum of [illegible] Thousand [illegible] Conditioned for the payment of [illegible] Thousand [illegible] at the End of [illegible] Months from the date thereof and also by one other Bond or Obligation bearing date the [illegible] day of [illegible] Which was in the Year of Our Lord One thousand seven hundred and seventy [illegible] the said Tyla Janacoty [illegible] and firmly bound [illegible] Penal Sum of [illegible] Thousand [illegible] Conditioned for the Payment of [illegible]

And whereas [illegible] Account Current [illegible] George Henbury and [illegible] [illegible] or Obligation [illegible] Sum of Eight [illegible] and [illegible] said George Henbury for [illegible] hand paid by Henry Alexander [illegible] the sealing and delivery of these presents [illegible] said George Henbury [illegible] George Henbury hath assigned transferred and set over and by these presents doth assign transfer and set over unto the said Henry Alexander the said two Bonds or Obligations and Account Current [illegible] thereof [illegible]

[illegible] Claim and Demand what [illegible] thereof unto the said [illegible] Executors Administrators and [illegible] the said George Henbury hath nominated [illegible] and by these presents [illegible] appointed the said Henry Alexander [illegible] Executors and Assigns his [illegible] Administrators and Assigns [illegible] Attorney irrevocable for [illegible] name and Names of him [illegible] and Assigns but for the sole [illegible] Administrators and Assigns of the said Henry Alexander [illegible] Assigns to ask [illegible] Administrators and [illegible] Tyla Janacoty his heirs Executors [illegible] of the said [illegible] Administrators and Assigns [illegible] the said two in part [illegible] and Account Current and [illegible] Bonds or Obligations [illegible] the said Tyla Janacoty [illegible] of them the said [illegible] Administrators and Assigns to [illegible] Executors Administrators [illegible] on payment thereof to deliver up [illegible] the said Bonds or Obligations and Account Current and the said [illegible] Release and Discharge of the same and [illegible] sufficient Releases [illegible] Attorney or Attornies under him to make [illegible] Attorney or Attornies and whatsoever the said Henry Alexander his Attorney or Attornies under him shall [illegible] the said George Henbury [illegible] allow and Affirm and the said George Henbury [illegible] with the said Henry Alexander [illegible] the said George Henbury hath not Received nor [illegible] will

Will Receive the said Moneys due or to become due on the said Two Bonds or Obligations and all thereof [illegible] 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 Henry Alexander saving the said George Mowbray harmless from any Costs that may happen to him thereby. In Witness whereof he the said George Mowbray hath hereunto Set and Affixed his hand and Seal in Madras this Sixteenth Day of March in the Year of Our Lord One thousand Seven hundred and Eighty Six.

Signed Sealed and Delivered
Where no Stampt paper is to be had
in the presence of
Robert Wolf
Mathew Fereira

Geo: Mowbray (L.S.)

True Copy
H. Y. Du Puy
Attorney Compl.t

Filed 24th March 1786.

In the Honble the Mayor's Court at Madraspatnam

Between George Mowbray by his Attorney Henry Alexander
versus
Mylar Sunacooty Pillay

The Affidavit of the above Named Henry Alexander

The Henry Alexander Maketh Oath and Saith that the Above Named Defendant Mylar Sunacooty Pillay Stands justly and truly indebted unto this Deponent in the full and just Sum of Eight hundred and Seven Pagodas, ten fanams and twenty being the date of the Sixteenth of March in this Year of Our lord Arising upon Two Bonds or Obligations and an Assignment thereof together with a Letter of Attorney by the above Named Complainant all Annexed unto his Bill of Complaint And that he hath reason to believe the Defendant will abscond from the Jurisdiction of this Honble Court upon hearing that this Bill is filed against him

Madraspatnam
24th March 1786
Sworn before me this day
Robt. Ewing
Mayor

Henry Alexander

Filed 16th May 1786.

The Answer of Mylar Sunacooty Pillay of Saint Thome Inhabitant Defendant to the Bill of Complaint of George Mowbray of Fort Saint George Esquire by his Attorney Henry Alexander of the same place Esquire Complainant

The Defendant now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the Many Errors Uncertainties and Insufficiencies in the said Complainants said Bill of Complaint and therein Contained for Answer thereunto or unto so much thereof as this Defendant is Advised is Materially necessary for him to Make the Answer made by the Defendant [illegible] the Complainant [illegible] of Eight hundred and [illegible] Pagodas [illegible] falsely and unjustly [illegible] set forth by the Complainant in his said Bill of Complaint and Account Current [illegible] and the same being [illegible] Will fully appear to this Honble Court and the Defendant further Answering saith [illegible] for the several [illegible] hundred [illegible] George Newbury [illegible] to the said Bill of Complaint [illegible] hundred and [illegible] Pagodas [illegible] fully and [illegible] this Honble Court [illegible] to be produced when required and [illegible] the Defendant [illegible] that the Defendant paid [illegible] One thousand five hundred and [illegible] of the said [illegible] Defendant [illegible] to the Complainants said Bill of Complaint [illegible] Defendant [illegible]

and Caused from the Defendant the Sum of Nineteen Pagodas Collected [illegible] And the Defendant further Answering saith that when the said George Newbury took [illegible] Paddy fields and Ground [illegible] the said fields were then full of Paddy and the Defendant was justly entitled to the Share of the ensuing Crop of the same which he [illegible] would Amount to Two hundred and fifty Pagodas and the said George Newbury did by his Dubash [illegible] Requested the Defendant to settle with the Inhabitants and owners of the said Ground and Paddy fields for the same which the Defendant Accordingly did for the Sum of One hundred and Seventy five Pagodas paid by the Defendant to the said Inhabitants and Owners for which [illegible] the Defendant has [illegible] and will produce the same when required by this Honble Court [illegible] the said George Newbury ought to [illegible] the Defendant humbly conceives to be Responsible and the Defendant further Answering saith that neither the said George Newbury [illegible] against the Defendant [illegible] in the Defendant [illegible] of the said Henry Alexander [illegible] Complainant and the Defendant [illegible] the said Henry Alexander [illegible] whereby the [illegible] the Defendant [illegible] Dispute which [illegible] between the said Henry Alexander & the Inhabitants of [illegible] by the said Henry Alexander and the Defendant submits to this Honble Court whether [illegible] Affidavit Annexed to the said Bill of Complaint that the said Henry Alexander [illegible] Warrant of [illegible] in his said Affidavit that the Defendant was about to leave the Jurisdiction of this Honble Court [illegible] the Defendant [illegible] by the Honble Company in [illegible] capacity of [illegible] could not be absent from [illegible] his Employment [illegible] the Value of the Complainants said unfair Demand

Without that [illegible] the Defendant is ready and willing to [illegible] this Honble Court shall direct and [illegible] reasonable Costs and Charges in this behalf [illegible] fully [illegible]

692

Dr. — George Moubray Esqr. in Account Current

			Pags.	Fs.	C.
1780 May	1	To Cash paid [illegible] for your Rent	42	-	-
September	13	To Ditto Ditto Ditto	160	-	-
	25	To Ditto Ditto Ditto	42	-	-
October	8	To Ditto Ditto Ditto	42	-	-
	15	To Ditto Ditto Ditto	70	-	-
November	3	To Ditto Ditto Ditto	32	-	-
		Ditto Ditto Ditto	32	-	-
1781 February	14	To Ditto Ditto Ditto	112	-	-
April	3	To Ditto Ditto Ditto	27	-	-
	14	To Ditto Ditto Ditto	27	-	-
	27	To Ditto Ditto Ditto	3	-	-
May	3	To Ditto Ditto Ditto	112	-	-
September	1	To Ditto Ditto Ditto 118	22	-	-
		To Interest [illegible] and the same had been Carried to Your Account } 022	310	-	-
		To Cash paid Your [illegible] at different times as [illegible]	27	-	-
			1522	-	-
1786 March	16	To Interest on the following Sums from the above respective dates to this day			

On		Y.	M.	D.			
42	for	5	10	13	@ 8 per Cent	27	3 61
160		5	6	2		[illegible]	[illegible]
42		5	5	21		[illegible]	1 15
70		5	5	2		[illegible]	[illegible]
32		5	5	1		32	3 51
32		5	4	11		16	11 21
112		5		27		16	3 52
27		4	11	11		32	22 64
3		4	11	2		12	3 52
112		4	10	17	@ 12 per Cent	1	22 42
22		4	10	3		11	3 3
100		4	6	15		10	11 22
						32	21 -

666.16.50

To Balance due You from . . . 2277.[illegible]

Pagodas . . 2660.25 -

Madras 16th March 1786

Errors Excepted

Geo. Moubray

693

with Mylie Comaroaly Pillah — Cr.

			Pags.	Fs.	C.
1775 October	3	By Amount of my Bond of this date @ 10 per Cent per Annum	1000	"	"
1777 April	15	By Ditto on other Bond of this date @ 12 per Cent per Annum	500	"	"
1786 March	16	By Interest on the following Sums from the above respective dates to this day			
		On 1000 for 7 y. 5 m. 13 d. @ 10 per Cent 745.10 -			
		500 — 6 11 3 @ 12 per Cent 415.15	1160	25	"
			2660	25	-
		Pagodas	2660	25	-

Deputy [illegible]

Filed 20th June 1736

The General Replication of George Moubray by his Attorney Henry Alexander Complainant to the Answer of Myla Janacoty Pillah Defendant

This Replicant now and at all times hereafter saving and reserving to himself all and all manner of benefit of exception to the Defendants said answer for replication thereunto saith that he will aver and prove all and singular the matters and things in his said Bill of Complaint contained to be true certain and sufficient to maintain and prove to be good certain and sufficient in the law to be answered unto in such manner and form as the same are therein and thereby set forth and declared and that the answer of the said Defendant is untrue and insufficient in the law to be replied unto by divers manifest insufficiencies and uncertainties therein contained.

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

Alr Du Pre
Attr Complaint

Filed the 15th Augst 1736

The General Rejoinder of Myla Janacoty Pillah of Saint Thomas Inhabitant Defendant to the General Replication of George Moubray of Fort Saint George Esquire by his Attorney Henry Alexander of the same place Esquire 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 and the insufficiencies and imperfections in the Complainants said General Replication contained for rejoinder thereunto saith that he will aver maintain and prove all and singular the matters and things contained in this Defendants answer to be good certain and true and sufficient in the law to be rejoined unto in such manner and form as the same are therein and thereby set forth and insufficient for this Defendant to make any further or other answer thereunto except what he hath before in his answer set forth.

All which matters and things this Defendant is ready and willing to aver maintain and prove as this Honble Court shall direct and most humbly prays as in and by his said answer he hath already prayed.

P. Spencer
Atty Defendt

Interrogatories to be administred to the Witnesses to be produced sworn and examined in a certain Cause now depending and at Issue in the [illegible] Court Wherein [illegible] the Attorney of Henry Alexander is Complainant and [illegible] Defendant.

On the Part and Behalf of the Defend.t

To all the Witnesses } 1st. Do You know the Parties Complainant and Defendant in the Title of these Interrogatories named or either of them and how long have You known them or either of them.

To [illegible] and [illegible] } 2d. Do You know of the Complainant or any other Person and when and how and where the Paddy fields to make a Garden [illegible] Paddy fields [illegible] and do You not know whether the said Paddy fields were full of Paddy at the time [illegible] be full and particular.

To Ditto 3d. Do You know of any Compensation and what having been given to the Complainant or any other Person [illegible] for the Paddy fields if Yea set forth the Reasons and the Particular Reasons and Circumstances of all You know and Belief thereof fully and particular.

To Soobarayah 4th. Do You know of any Agreement or Difference which took place [illegible] between the Complainant and any other [illegible] Person and when touching any and what Paddy fields. Do You know of any Orders and Directions [illegible] Complainant [illegible]

by him to the Defendant to pay any and what Sum of Money to any and what Person for and on Account of any and what Paddy fields, and of any and what Reward, Recompence or Gratuity given by the Complainant or any other Person and When by his Order to the Defendant or any other Person and When for or on any and what Account and what Manner and When, if Yea set forth the Reasons and the Particular Circumstances Concerning the Matters Contained in this Interrogatory fully and at large.

To Soobarayah 5th. Do You know of any and what Sum of Money due by the Defendant to the Complainant do You know of any and what Receipts given by the Defendant to the Complainant and what Sum of Money and of any and what Promise that [illegible] and when and how often made by the [illegible] Complainant [illegible] person or persons, and who by name [illegible] on his behalf to the Defendant if Yea Declare all that You know or have been Credibly informed Concerning the Matters inquired after in this Interrogatory [illegible] the Reasons and Circumstances which induce Your Belief

To all the Witnesses 6. } Do You know or Can You tell any other matter or thing Material for the said Defendant in this Cause if Yea declare the same as You know or believe together with the Reasons of such Your knowledge and Belief

P. Spencer
Attorney Defendant

Mayor's Court at Madraspatnam

Between George Mowbray by his Attorney Henry Alexander Complainant and Ayla Tanacoly Pillah Defendant,

On the Part of the Defendant.

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

Caru Permal of Saint Thomas Inhabitant Aged 40 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant on the [illegible] Day of December 1756 Signified at the Office of Mr Henry [illegible] who is Attorney for the Complainant by [illegible] Servant [illegible] 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 George Mowbray in this Cause and that he hath so known him [illegible] Years or thereabouts and that he doth know the Defendant Ayla Tanacoly Pillah in this Cause and that he hath so known him about five Years or thereabouts And more saith not to this Interrogatory.

2 .... To the second Interrogatory this Deponent saith that [illegible] Paddy fields which belonged to the [illegible] Deponent [illegible] Company and that in the time of Mr Rumbold's Government Part of the said Paddy fields [illegible] full of Paddy were taken by the Complainant [illegible] and further saith not to this Interrogatory.

3 .... To the third Interrogatory this Deponent saith [illegible] hundred and twenty [illegible] and the [illegible] of the Complainant [illegible] from the said Paddy fields And more saith not to this third Interrogatory.

A. [illegible]

Mayor's Court at Madraspatnam

Between George Mowbray by his Attorney Henry Alexander Complainant and Ayla Tanacoly Pillah Defendant

On the Part of the Defendant

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

Connarapen of Saint Thomas Inhabitant Aged 31 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 2d Day of April 1757 Signified at the Office of Mr Henry Du Pre who is Attorney for the Complainant by [illegible] 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 George Mowbray in this Cause and that he hath so known him [illegible] Years or thereabouts And that he doth know the Defendant Ayla Tanacoly Pillah in this Cause and that he hath known him from his Infancy And more saith not to this Interrogatory.

2 .... To the second Interrogatory this Deponent saith that he doth know the Complainant [illegible] in the time of Mr Rumbold's [illegible] the same Paddy fields the property of this [illegible] Deponent and his Uncle [illegible] and that the fields [illegible] full of Paddy at the time [illegible] And more saith not to this Interrogatory.

3 .... To the third Interrogatory this Deponent saith that this Deponent and his Uncle [illegible] Complaint to Governor Rumbold [illegible] the Complainant having so taken the said Paddy fields of the Complainant [illegible] Mr Mowbray [illegible]

the

the Defendant to the Use of this Deponent and he this Deponent accordingly Received One hundred and twenty Pagodas from the Defendant in full of the [illegible] And more he saith not to this the last Interrogatory

J. Spalding
Examined

Mayor's Court at Madraspatnam } Between [illegible] Attorney [illegible] Complainant and [illegible] Defendant.

On the Part of the Defendant.

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

[illegible] of [illegible] Inhabitant aged [illegible] Years being produced as a Witness in this Cause On the Part of the Defendant was on the 15th Day of December 1756 examined at the Office of [illegible] his Attorney for the Complainant [illegible] this Deponent and afterwards [illegible] Deposeth as follows.

1 ...... To the first Interrogatory this Deponent saith that he knoweth the Complainant [illegible] and that [illegible] and that he [illegible] the Defendant [illegible]

4th ...... To the fourth Interrogatory this Deponent saith that there was a Dispute and Difference having arose between the Complainant and Conjaparoumaul and Comarappa regarding a Paddy field near Mr Mowbray's Garden and that about Six or Seven Years ago the Complt's Dubash gave an Order to the Defendant in the hearing of this Deponent to pay the Sum of One hundred and Twenty five Pagodas to the said Conjaparoumaul and Comarappa as a Reward by the Complainant on Account of the said Ground. And more he saith not to this Interrogatory.

5th ...... To the fifth Interrogatory this Deponent saith that he knows of a Sum of Money being due from the Defendant to the Complt for which the Defendant gave his Bond and that for the Security of the payment thereof a Bond for three hundred Pagodas from Mr Webb to the Defendant was lodged with the Complainant that the Complainant's Dubash told the Defendant when the payment of Mr Webb's Bond was received the Defendant's Bond would be given up. And more he saith not to this Interrogatory.

To the last Interrogatory this Deponent saith that the Complainant & Mr Mowbray's Dubash told the Defendant in the hearing of this Deponent that his Master had Agreed to forgive the [illegible] Pagodas of Interest due to him from the Defendant and more he saith not to this Interrogatory.

J. Spalding
Examined

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 26th Day of June Anno Domini 1787

Present

James Call Esquire Mayor

George Savage and Andrew Ross

Aldermen

George Moubray
versus
Ayly Tanacooty Pillah

Bill Read
Affidavit Read
Answer Read
General Replication Read
General Rejoinder Read
Interrogatories On the Part of the Defendant Read
Three Depositions taken thereunto Read

It Appearing to the Court from the Pleadings in this Cause that the Complainant hath only filed a General Replication instead of a Special One to the Defendant's Answer which contains a Variety of Matters which for Want of certainty it is impossible for this Court to ground a Judgment on the several Matters Now before them. This Court doth think fit to Order and Doth Accordingly Order that the Complainant do file a Special Replication to which the Defendant Must Rejoin Specially and that each Party be at Liberty to Examine Witnesses again in Support of their Cause and [illegible]

that the present Rejoinder the Interrogatories and Depositions be set aside with Costs to be paid by the Complainant

A true Extract

Court of Appeals at Madraspatnam } Sct.

Saturday the [illegible] December Anno Domini 1787

Between George Moubray by his Attorney Henry Alexander of Fort St George Esqr Appellant and Ayly Tanacooty Pillah of Saint Thomé Inhabitant 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 the several Exhibits of the Honble the Mayor's Court together with the Order of the said Court given in this Cause on Tuesday the 26th Day of June Anno Domini 1787 upon the due Consideration had of the Matters therein severally Contained and of the Pleading and Arguments used by the Attornies on both Sides This Court doth think fit to Order and doth Accordingly Order that the said Order of the Honble the Mayor's Court do stand Affirmed saving that each Party do pay his Costs

Per Cur

Chas. J. White Regr

Filed the 20th Aug. 1786—

To the Worshipful the Mayor
Court at Madras [illegible]

Humbly Complaining sheweth unto
this Honble Court Your Orator [illegible] of Madras [illegible]
that the [illegible] Your Orator [illegible] the [illegible] Day
of April [illegible] in the present Year 1786 [illegible]
and [illegible] of Richard Johnston of [illegible]
[illegible] Esquire [illegible]
the said Richard Johnston the Sum of [illegible]
Pagodas [illegible] Interest [illegible]
[illegible]
[illegible]
Your Orator [illegible] the said Richard Johnston [illegible]
and Undertook to pay unto Your Orator [illegible]
day of June then next Ensuing [illegible]
Your Orator further [illegible]
[illegible]
[illegible]
[illegible] Richard Johnston [illegible]
Obligation [illegible]
Year 1786 [illegible]
by the [illegible]
[illegible]
and [illegible]
unto Your Orator [illegible]
[illegible] of Madras [illegible]

Interest for the same as aforesaid unto Your Orator his Heirs
Executors Administrators and Assigns upon the 28th Day of June
then next Ensuing Else the said Bond or Obligation was to be
and remain in full force and Virtue, as by the said Bond
or Obligation under the Hand and Seal of the said Richard
Johnston bearing date as aforesaid and Ready to be produced to this
Honble Court when Required, is hereunto Annexed for the
inspection of this Honble Court and which Your Orator prays
may be taken as part and parcel of this Your Orator's Bill of
Complaint, Reference being thereunto had will fully and may
More at large Appear, Your Orator further Sheweth that there
is now due and Owing unto Your Orator for Principal and
Interest to this 28th Day of August on the said Bond the Sum of
Two thousand and Eighty Nine Star Pagodas and twelve fanams
Current Money of Madras Making in Sterling Money of Great
Britain after the Rate of Eight Shillings for every Pagoda, the
Sum of Eight hundred and thirty five Pounds fourteen Shillings
and Sixpence; And Whereas Your Orator hath frequently and
in a friendly Manner requested Payment of the said Sum of
Two thousand and Eighty Nine Star Pagodas and twelve fanams

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 Satis-
faction 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 and
and perfect Answer make to all and singular the Matters and
things hereinbefore set forth and Alledged as fully truly and

Effectually to all Intents and purposes as if the same were here in verbatim inserted and particularly Interrogated and that the may be Decreed to pay unto Your Orator the aforesaid Sum of Two Thousand and Eighty four Star Pagodas and twelve fanams together with all such Interest as now is or shall hereafter become due thereon and all Costs of this Suit.

May it please this Hon.ble Court to Cause the said 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 Hon.ble Court at a certain time and place to be by this Hon.ble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon.ble Court shall Seem Meet.

Fort St George 20th Aug.t 1786.

This Bill was [illegible]
[illegible]
[illegible] Next Court Day.

Rob.t [illegible]

Cha.s Bromley
Att.y Complainant

Know all Men by these Presents that I Richard Johnston of Fort Saint George Esquire am held and firmly Bound unto Taggapah Chitty of Madras Merchant in the penal Sum of Four thousand Star Pagodas Current Money of Madras to be paid to the [illegible] Payment whereof well and truly to be made to the said Taggapah Chitty his Heirs Executors Administrators or Assigns [illegible]

by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Fort Saint George this Fourteenth Day of April in the Year of Our Lord One Thousand Seven hundred and Eighty Six.

Whereas the above Bound Richard Johnston hath Borrowed and Received of the above Named Taggapah Chitty the full and Just Sum of Two Thousand Pagodas Current Money of Madras to bear Interest at the Rate of Twelve per Cent per Annum Payable on the Twenty fourth June Next from the date hereof.

Now the Condition of this Obligation is Such that if the above Bound Richard Johnston his Heirs Executors or Administrators shall well and truly pay or Cause to be paid unto Taggapah Chitty his Heirs Executors Administrators or Assigns the full and Just Sum of Two Thousand Pagodas Current Money of Madras together with Such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full Force and Virtue.

Richard Johnston (L.S.)

Signed Sealed and Delivered
Where no Stamp [illegible]
in the Presence of

Edward Ellis

Geo. Mackenzie

A true Copy
Cha.s Bromley
Att.y Complainant

Mayor's Court at Madraspatnam } Tuesday the 24th of October Anno Domini 1786

Present

L.S.

Robert Ewing Esquire Mayor

James Call and William Webb

Aldermen

Mayor's Court

Between Veyapah Chitty of Madras Merchant Complainant and Richard Johnston of Fort Saint George in the Coast of Coromandel Esquire Defendant.

It Appearing to the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainant's Bill which [illegible] being [illegible] Drawn 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 Thousand Star Pagodas Star Pagodas 2000 [illegible] with [illegible] from the time the same became due [illegible] Judgment be Made also all Costs of this Suit.

Per Cur

Court of Appeals at Madraspatnam } Saturday the 2d December Anno Domini 1787

Between Richard Johnston of Fort St. George Esqr. Appellant and Veyapah Chitty of Madras Merchant 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 Bill of Complaint of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 24th day of October Anno Domini 1786. 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 be and stand Affirmed and that the Appellant's Petition be hence Dismissed With Costs in this Court.

Per Cur

Chas. [illegible] White

Regr.

712

Filed the 23d Jany 1784

To the [illegible] the Mayor's
Court at Madrapatnam

The Humble Petition of Thomas
[illegible] [illegible] Servant to the
United Company of Merchants of England Trading to the
East Indies.

Sheweth

That Your Petitioner on the [illegible] Day of February which was in the Year of Our Lord One thousand Seven Hundred and Seventy eight became Bail for Charles Rumley and George Mackay [illegible] in a Plaint filed in this Honble Court on the [illegible] Day of February by Alexander Cuthbert of Fort St George [illegible] for recovering the Sum of Two thousand Three Hundred and [illegible] Pagodas Twenty Eight fanams and Twenty two Cash therein Charged to be due from the said Charles Rumley and George Mackay unto the said Alexander Cuthbert with Interest and Costs of Suit That on the twenty fourth Day of August which was in the Year One thousand Seven Hundred and Seventy Nine this Honble Court [illegible] Decree in the said Cause Against the said Charles Rumley and George Mackay for the Sum Sued for with Interest and Costs of Suit That afterwards a Warrant of Execution was issued Accordingly [illegible]

713

Returned "No Goods or Chattels to be found" a Warrant of Commitment was prayed for, and the same being Returned "Not to be found" a Precept issued against Your Petitioner as Bail for the said Charles Rumley and George Mackay and on the Return thereof a Second Precept was prayed for, and afterwards a Warrant of Execution issued against Your Petitioner, bearing date the twelfth Day of July, which was in the Year of Our Lord One Thousand Seven Hundred and Eighty One, under the Seal of this Honble Court, and under the Seals of Benjamin Roebuck Esquire then Mayor, and Mr Thomas Cooper One of the Aldermen thereof, whereby the Sheriff was required to Cause to be levied and Made of the Goods and Chattels of Your Petitioner, the Sum of Seven Thousand five Hundred and Sixty Nine Pagodas, Twenty Eight fanams and Twenty two Cash, for Debt and Costs of Suit. And Your Petitioner further Sheweth that Your Petitioner was on the Nineteenth Day of February which was in the Year of Our Lord One Thousand Seven Hundred and Eighty two obliged to pay and Satisfy the said Alexander Cuthbert for the Amount of the said Decree, and all Interest thereon and Costs accruing since the taking out of the said Execution against Your Petitioner, unto the said Nineteenth Day of February One Thousand Seven Hundred and Eighty two, Amounting in the whole to the Sum of Eight Thousand One Hundred and Nineteen Pagodas, Twenty Eight fanams and Twenty two Cash, as by the Copy of the Account Current of the said Alexander Cuthbert, Signed by the said Alexander Cuthbert and Your Petitioner hereunto Annexed Marked A for the Inspection of this Honble Court and prayed by Your Petitioner to be taken [illegible] Your Petitioner [illegible] Wherefore Your Petitioner [illegible] when Required [illegible] the said [illegible] Current [illegible] Pagodas [illegible] Eight Fanams and Twenty two Cash [illegible] together with the [illegible] Exact Sum of Eight Thousand One Hundred [illegible] Twenty eight Fanams and Twenty two Cash [illegible] Your Petitioner [illegible] Petitioner further Sheweth [illegible] the said Charles Rumley [illegible] Your Petitioner [illegible] the said Charles [illegible] Hundred and Eighty [illegible] and Charles Rumley [illegible]

Fanams and Twenty two Cash, which was therein stated to be the Sum paid by Your Petitioner as Attorney and on the Part of the abovementioned Mann Current as Bail as aforesaid for the said Charles Rumley and George Mackay but on Receipt of a Letter from the said Alexander Brodie pointing out the Errors in the above Account, the said Stephen Popham was Obliged and Actually did file an Amended Bill in this Hon'ble Court in or about the Month of May in the Year One thousand seven hundred and Eighty two, for the Sum of Eight Thousand One Hundred and Nineteen Pagodas, Twenty eight Fanams and Twenty two Cash, which were the Real Sum due to Your Petitioner by the said Charles Rumley and George Mackay. A Copy of the said Letter is hereunto Annexed Marked C for the Inspection of this Hon'ble Court, and the Original in the Hands of Your Petitioner's Attorney is ready to be Produced when required. And Your Petitioner sheweth that the said Charles Rumley died a Prisoner at Seringapatam on or about the Tenth Day of January One thousand seven hundred and Eighty four, without having paid or satisfied Your Petitioner in the whole or any part of the said Sum of Eight thousand One Hundred and Nineteen Pagodas Twenty-eight Fanams and Twenty two Cash and Appointed Mrs Eliza Davis then his Sister, Wife of Thomas Davis of Fort St George Esquire, his Executrix. And Your Petitioner further Sheweth, that he Your Petitioner proceeded to Europe for his Health on or about the Month of October One thousand seven Hundred and Eighty two, and left Alexander Brodie, Tyler, Lewin, John Howard and Andrew Ross Esquires his Attornies, to manage and conduct his Affairs in this Country, that on his Return in the Month of November last past he was Surprized at finding that no

Stipulation had been taken [illegible] for the Sum of Eight
Thousand One Hundred and Nineteen Pagodas Twenty Eight
Fanams and Twenty two Cash from [illegible] Charles
Crombie or that any further [illegible] the
Bill of Complaint [illegible] Your
Petitioner before the said [illegible] Your Petitioner
therefore applied to Antonio de Souza [illegible] of the
said Alexander Cuthbert and [illegible] Crombie and
represented the situation [illegible] Sum of
Eight Thousand One Hundred and Nineteen Pagodas Twenty
Eight Fanams and Twenty two Cash [illegible] the said
Alexander Cuthbert [illegible] Charles
Crombie and [illegible] Antonio de Souza [illegible]
Will [illegible] Your Petitioner
[illegible] representations [illegible] of the said
Alexander Cuthbert [illegible] Assignment [illegible]
[illegible] the said Alexander Cuthbert [illegible]
the said Charles Crombie and [illegible] Cuthbert [illegible]
a Copy of [illegible] Marked B [illegible]
[illegible] Cuthbert [illegible]
of Your Petitioner [illegible]
Required [illegible] Your Petitioner [illegible]
[illegible] Assignment [illegible]
to Mr Stephen Popham [illegible]
[illegible]
Payment of the said Sum of Eight Thousand One Hundred
and Nineteen Pagodas Twenty Eight Fanams and Twenty
two Cash from the [illegible] Fanams and Twenty

Souza's Letter and Mr Stephen Popham's Answer are
hereunto Annexed Marked **D** and **E**, and prayed to be
taken as parts of this Your Petitioner's Petition the Originals
being ready to be produced when required Under these Circum-
stances Your Petitioner Prays that under and by Virtue of the said
Assignment of the said Antonio de Souza so made and
Executed for and on the part of the said Alexander Cuthbert
Execution may be granted against the Estate and Effects of the
said Charles Crombie for the said Sum of Eight Thousand One
Hundred and Nineteen Pagodas, Twenty Eight Fanams and
Twenty two Cash to Your Petitioner as Assignee of the said
Alexander Cuthbert, together with all Costs of this Petition

P. Spencer
Attorney Petitioner's

A

Capt.n Thomas Burrowes in Account Current with Alexander Cuthbert Cr

To the Amount of an Execution obtained against Capt.n Charles Rumley and George Mackay in behalf [illegible]	1316.28.22	1782 Febry	15	By Your and Alexander Cuthbert's Bond of this date payable on demand	1574	28	22
To Interest from 1st July 1781 to the [illegible]	255 . .						
To Attorney's Charges [illegible]	3 . .						
Star Pagodas	1574.28.22						

Fort St George

[illegible] Errors Excepted

Alex Cuthbert

Signed T Burrowes

[illegible]

T Spencer

Att[illegible]

B

To all to whom these Presents shall come Greeting Whereas Alexander Cuthbert late of Madras Merchant, did by Writing bearing Date the Ninth Day of October, which was in the Year One thousand Seven Hundred and Eighty four, and duly Sealed and Executed, ordain, Constitute and Appoint Antonio de Souza of Madras Merchant and [illegible] of Fort St George Esquire, his the said Alexander Cuthbert's true and lawful Attornies, with full Power and Authority to Substitute and Appoint One or more Attorney or Attornies under them, as in and by the said Writing more fully and at large Appears. And whereas the said Antonio de Souza is the only Attorney of the said Alexander Cuthbert now Resident and present, And whereas a Decree was on the Twenty fourth day of August, which was in the Year One Thousand Seven Hundred and Seventy Nine had and Obtained in the Honble the Mayor's Court at Madras Against Charles Rumley a Captain, and George Mackay a Lieutenant in the Honble Company's Service, at the Suit of the said Alexander Cuthbert, for the Sum of Five Thousand, three Hundred and Sixty One Pagodas, Twenty Eight fanams, and Twenty-eight Cash, with Interest and Costs of Suit, as by the Records of the said Court at large Appears. Now Know Ye that I the said Antonio de Souza as Attorney as aforesaid, and by Virtue of the Powers vested in me by the said Alexander Cuthbert, in Consideration of the Sum of Eight Thousand One Hundred and [illegible] Pagodas, Twenty Eight fanams and Twenty [illegible] Cash [illegible] paid for the Use and benefit of the said Alexander Cuthbert, the Receipt whereof I do hereby

Acknowledge, have Granted, bargained, sold, Assigned and set over and by these Presents do clearly and absolutely [illegible] and transfer Assign and set over unto Thomas Burrows [illegible] the Sum of [illegible] Pounds of the [illegible] English [illegible] Company [illegible] [illegible] of [illegible] his Executors, Administrators and Assigns, the said [illegible] and all his Right, Title and all Sum and Sums of Money [illegible] due or to become due thereupon, and all the Power and Remedies which the said Alexander Cuthbert hath or ought to have for recovery of the same Monies, or for Payment [illegible] the said Sum to have, hold [illegible] and receive the said Sum and Monies hereby Assigned [illegible] and all the benefit thereof unto the said Thomas Burrows his Executors Administrators and Assigns absolutely for ever. And further I the said Antonio de Souza do by these Presents [illegible] of the Powers Granted to me by the said Alexander Cuthbert as aforesaid, make, ordain, Constitute, substitute, authorize and Appoint the said Thomas Burrows to be the true and Lawful Attorney of him the said Alexander Cuthbert in his Name, but to the use of him the said Thomas Burrows to sue and prosecute [illegible] and [illegible] in pursuance of the said [illegible] in such manner as he the said Thomas Burrows shall deem [illegible] and Proper, and as may lawfully be done, and upon [illegible] Composition or [illegible] Satisfaction, to make [illegible] Releases or other discharges for the same, and all and every other Act and Things Whatsoever to be done or performed by the said Thomas Burrows or his Executors [illegible]

in his Name and on the part and behalf of the said Alexr. Cuthbert by these Presents Covenant, promise and agree to allow, establish and confirm. And I the said Antonio de Souza as Attorney as aforesaid do further Covenant promise and agree to and with the said Thomas Burrows his Executors, Administrators and Assigns, that I the said Antonio de Souza as Attorney as aforesaid, have not at any time heretofore, nor hath the said Alexander Cuthbert done or committed any Act, Matter or thing whatsoever by means whereof the said Demand and Monies hereby Assigned or intended to be, is are, shall or may be Assigned, discharged, released or incumbered in any wise howsoever. In Witness whereof I have hereunto set my Hand and Seal in Madras aforesaid this Twenty Eighth Day of December in the Year of Our Lord One Thousand Seven hundred and Eighty Six.

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

(Signed) Antonio de Souza (L:S)

Signed { P. Spencer
[illegible] Souza

A true Copy
P. Spencer
Atty Petr.

C

Dear Sir

I return You the Papers You sent me Yesterday with thanks likewise and Yours Concluded Accot of Mr Cuthbert with Capt. Burrows by which You [illegible] all the Articles Charged on the Debit side

Exactly Correspond with the former then the Total differs in the Sum of 535 P^s which has been Committed in the Addition, this mistake may Occasion Your being [illegible] as You seem to have had for the Am^t only the Copy of the Ac^t Annexed to the Bill and Petition.

After having [illegible] the [illegible] Bill &c with the favour [illegible] the Papers & [illegible]

Garden
Ap^l 20^th
Stephen Popham Esq^r

Y^rs
(Signed) [illegible]

A true Copy
P. Spencer
Att^y Pet^r

D

Sir,

On the Part of Major Burrows I am to demand Payment of the Sum of 3114-28-22 due by the Estate of the late Charles Rumley for which You are Agent. Major Burrows is a Judgment Creditor and therefore Claims a priority to all other Creditors. You will therefore please to inform me when You will pay the above Sum or any Part of it.

I am Sir
Your Most Obed^t Serv^t
(Signed) P. Spencer

Stephen Popham Esq^r

A true Copy
P. Spencer
Att^y Pet^r

E

Sir,

It does not Appear that L^t Col: Burrows is a Judgment Creditor of the Estate of Major Charles Rumley and the Executrix of that Estate Cannot Safely Comply with Your Demand of Prior Payment as such in favor of L^t Col: Burrows.

I am Sir
Y^r Obed^t Serv^t
(Signed) S. Popham

Madras
Jan^y 26 1787.
Patrick Spencer Esquire

A true Copy
P. Spencer
Attorney Pet^r

filed 20 April 1787.

The Answer of Eliz^a Davis otherwise [illegible] the wife of Thomas Davis of Fort Saint George Esquire Executrix of the Last Will and Testament of Charles Rumley late a Major in the Service of the Hon^ble Company by her Attorney Thomas Davis and Thomas Cockburn of Madras Esquires to the Petition of Thomas Burrows Major on the Military Establishment of Fort Saint George in the Service of the United Company of Merchants of England trading to the East Indies

Thi

this Respondent says and insists that the Petitioner cannot Support his present Application because he is Advised that by Law No Person can Sue out Execution who is not privy to the Judgment or entitled to the thing Recovered as Heir, Executor or Administrator to him who had the Judgment But the Petitioner is neither Heir Executor or Administrator and therefore Cannot Sue it in his Own Right And he cannot Sue it as Assignee of Alexander Cuthbert because a Judgment no more than a Bond Can be Assigned so as to empower a Man to Sue in his own Name He can therefore only Sue out Execution in the Name as the Attorney of Alexander Cuthbert but that he Contends to do as Appears by the Title and whole Tenor of the Petition, nor can he indeed do it because he knows that the said Alexander Cuthbert has been Satisfied his Money, and a Return of Execution is returned to that Effect and he founds his Claim to a Second Execution of this Judgment upon the Ground of its being Already Satisfied upon a former Act Which is Absurd and again this Respondent Says that if there is Sufficient Objection to the insuperable Bail to having a Judgment Already Satisfied the Objection ends equally as that it would Arise from the present Application for he is Advised and says that by Law the Plaintiff May at his Election take Execution Against the Principal or the Bail But if he takes the Bail he shall never after go to the Principal Nor the Principal Unless the Bail shall never after made de-fault of the Bail And he says that in the present Case the Plaintiff Alexander Cuthbert has made his Election and has not Only taken the Bail but had full Satisfaction of the Bail and therefore he shall Never after Meddle with the Principal and What he Cannot do himself he cannot by

Usses and Agreeably thereto the Law also Expressly declares That an Authority given to Another Person to do that which a Man himself cannot do is Void And again this Respondent Says he is Advised that by Law where there is a Judgment against two and One dies the Plaintiff Must bring his "Scire facias" Against the Survivor and Not against Him and the Executor of the other Defendant Because the Personal Lien Survives And he Says that in the present Case the Judgment was Against two, his Testator and the said George Mackay and his Testator Died before the said George Mackay and thereby the Lien being personal Survived to the said George Mackay And he And his Representatives became liable alone to Satisfy the said Judgment and the Executors of the said Chas Crawley became discharged and Such Survivor having Also Satisfied the debt and Obtained his discharge this Respondent is Really and truly by both these facts discharged from any Claim of the Petitioner or Representatives of the Said Alexander Cuthbert as well as from any Claim of him Personally and individually as Thomas Burrows Again this Respondent Says he is Advised that the Petitioner Seems Not to have Maturely Considered his Situation when he Calls himself a Judgment Creditor of his Testator, and thereby Assumes a Preference to the other Creditors (allowing his Claim to be as he states them (for if an Assignment of the Same after it had been Satisfied Could have made him a Judgment Creditor, it Would have been Needless for him to have Commenced a Suit that he might become one) because he might with much greater Ease have Sued out Execution without it and therefore it is fair to say that at that time he Considered that a Process had issued Against the Bail upon the former Judgm-

Judgment and upon that perfectly Satisfied [illegible] said Judgment
Was at an End and therefore [illegible]
a New One [illegible] equally [illegible]
all the said [illegible] Judgment [illegible]
this Idea of his being able to become a Judgment Creditor by [illegible]
[illegible] the said Estate [illegible] and that [illegible]
[illegible] an after thought [illegible] he had not in
Contemplation when he paid the money [illegible] that
there is no doubt if the Petitioner had not [illegible] satisfaction [illegible]
[illegible] would have [illegible]
Now only pretends to be a Judgment Creditor of the Estate and [illegible]
thereby entitled [illegible]
[illegible] properly the Estate of Charles Crooke [illegible] from all
his other Creditors [illegible]
May be Supposed [illegible] Claim [illegible]
[illegible] Judgment [illegible] Claim
[illegible] this Respondent says that the [illegible]
Petitioner made to [illegible] himself from [illegible]
Bail for the said Charles Crooke and George [illegible]
[illegible]
Could be deemed the Petitioner [illegible]
[illegible]
the [illegible]
the state of Matters by the [illegible] of the said [illegible] and George
George Mackay Could not then be [illegible] Charles Crooke and
[illegible]
Petitioner [illegible] Judgment Creditor [illegible]
the [illegible]
[illegible]

the two Defendants and one pays the Debt (as the Execution on
a Joint Judgment Must be against both the Defendants) he May take
Out Execution Against himself and have the pleasure of Seizing
his own Goods and Chattles or of Committing himself to Jail as he
May Judge best by a Regular process out of this Honble Court and
Again this Respondent says that he is further Advised that by
the Book of Instructions as well as by the printed forms of the
Warrants of Execution Constantly issued by this Honble Court
Such Warrants of Execution are Directed to Recite and do Actually
Recite that "it Appears to this Court by inspection of a Decree
"and the Proceedings thereon that the Defendant has not paid
"the Debt" But in the present case upon Inspection of the Decree
and the Proceedings thereon it Appears that the Debt has been
Paid and therefore such Recital being necessary the Requisition
to the Sheriff to Levy and every Consequent Act would be also
Erroneous for where the premises are wrong the Conclusion
Must be wrong also And again this Respondent says that
he is further advised, that if these objections are not well found-
ed and the Petitioner was Really entitled to Execution upon
this Judgment Yet still the Court Could not Grant it in the
Manner the Petitioner has Applied for it because by Law
if Recovery jointly Against two in Debt the Execution
Must be Joint against them the Court cannot divide the Exe-
cution which is entire and Grounded on the Judgment and he
Says that here the Recovery was against two in Debt and that
therefore the Execution Must be joint and that the Court Cannot
divide the Execution nor can they on the other hand grant
an Execution not prayed for for the Petitioner in the present
Case being in the Nature of a Scire facias to shew Cause why a
Partial Execution [illegible] should not issue at all

[illegible]

---

from the Executing this Assignment and becoming Bound in
the Covenant Because the Petitioner Acknowledges that the
Money was paid before And this Respondent also says
that he is further Advised that if an authority is given
to two jointly it Cannot be executed by one and he says
that upon the face of the Deed of Assignment the Letter
of Attorney of the said Alexander Cuthbert was given
to two and the Deed itself is Executed by One only
[illegible] formed to the
Blank Constitution in General that the Power given was a
Assignment [illegible] that the Joint Attorney to recover
Common Letter of Attorney to the Joint Attorney Alexander Cuthbert
Power for Behoof of their Constituent and Executed by One alone
which the Assignment [illegible] special Covenant the Attorney
under their Constituent and Authorising the Substitute
Constituted Attorney [illegible] but Solely for his
not Solely for Behoof of their Constituent [illegible] and materially
[illegible] And lastly this Respondent
differs from the Power given [illegible] Objections to the present Applica=
tion that there [illegible] from the sayings of Lawyers or
[illegible]
the Authorities of Law, but if the Subject [illegible] plain
Apply [illegible] Considered it will all Appear to be the plain
obvious and simple Deductions of Common Sense and as
desiring [illegible] that the Liberal Object of this Honble Court
is [illegible] Substantial Justice [illegible] before more
[illegible] the Petitioner has totally [illegible] Satisfaction, and the
[illegible] for the Letter properly
[illegible] notwithstanding that Substantial
[illegible] Common

concur in the fulling this Attack and in detecting the Colonial Sophistry of this pretended Judgment Creditor who under the Assumed Sanction of Legal Forms is Attempting to Commit a Great Injustice on the Creditors at Large of the said Charles Rumley ——

S. Popham
Attorney for Respt.

Interrogatories to be Administered to each Witness who shall be Produced Sworn and Examined in a Certain Cause now depending and at issue in the Honble the Mayor's Court at Madraspatnam wherein Thomas Burrows Major in the Military Establishment of Fort St. George in the Service of the Honble the United Company of Merchants of England trading to the East Indies Petitioner and Elizᵃ Davis the wife [illegible] of Thomas Davis of Fort St. George Esquire Executors of the last Will and Testament of Charles Rumley late a Major in the Service of the said Honble Company by their Attornies Thos. Davis and Thomas Cockburn of Madras Esquires are Respondents.

On the Part of the Respondent.

halt the itnesses } 1st . . Do You know the Parties Petitioner and Respondent in the Title of these Interrogatories named If Yes how long have You known them or either

them declare ——

James Taylor 2d . . Did or did not the above Named Petitioner on the Eighth Day of March which was in the Year of Our Lord One Thousand Seven hundred and Eighty two file a Bill of Complaint in the Honble the Mayor's Court against the said Charles Rumley and George Mackay Esq. If Yes did or did not the Petitioner Receive full Satisfaction of the said George Mackay One of the Defendants for the whole of his Debt With Interest and Costs by the Transfer of Certain Consolidated Bonds of his Highness the Nabob of Arcot from You and Messieurs James Call and George Savage on Account and at the Request of the said George Mackay and did or did not the said Petitioner in Consequence of such Satisfaction Release and Discharge the said George Mackay from all Claims thereon and was or was not the said Suit soon afterwards dismissed Relate the whole You know touching these Matters

To Ditto . . 3d . . Did or did not the above Named Charles Rumley die before George Mackay late Commandant of the Fort of Chingleput If Yes how long did the said George Mackay Survive the said Charles Rumley ——

To all the Witnesses } . . Do You know or can You say any other Matter or thing Material for the said Respondent in this Cause If Yes Declare the same as You know or do believe together with the Reasons of such Your knowledge and belief ——

S. Popham
Attorney for Respt.

Mayor's Court at Madraspatnam } Between Thomas Burrowes Major in the Military Establishment of Fort St George in the Service of the Honble the United Company of Merchants of England Trading to the East Indies Petitioner and Eliza Davis Otherwise Clifton Wife of Thomas Davis of Fort Saint George Esquire Executrix of the Last Will and Testament of Charles Rumley late a Major in the Service of the said Honble Company by her Attornies Thomas Davis and Thomas Cockburn of Madras Esquires Respondent

On the Part of the Respondent

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

James Taylor Esqr of Fort Saint George Aged 44 Years or thereabouts being produced as a Witneſs in this Affair On the Part of the Respondent was on the 28th Day of June 1787 Signified at the Office of Mr Pulleine Spencer who is Attorney for the Petitioner by Venkatachellum 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 Petitioner Thomas Burrowes in this Affair, and that he hath so known him Seventeen or Eighteen Years or thereabouts — and that he doth know the Respondent Eliza Davies in this Affair and that he hath so known her thirteen or fourteen Years or thereabouts — And more saith not to this Interrogatory

2d .... To the Second Interrogatory this Deponent saith that to the best of his Recollection the Petitioner did file a Bill of Complaint in the Honble the Mayor's Court but the time when the Same Was so filed this Deponent cannot Recollect against Charles Rumley and George Mackey and this Deponent saith that the Petitioner did not Receive full Satisfaction of the said George Mackay for the whole of the Debt but only for his the said George Mackey's Separate half of the debt then due from the said Charles Rumley and George Mackey unto the Petitioner which half share was Estimated at Pagodas four Thousand three hundred and three and the said Petitioner did Receive from this Deponent and Mr James Call for and on Account of the said George Mackey New Consolidated Bonds Amounting to Pagodas Six Thousand four hundred and fifty four Twenty One fanams and by way of Payment for the said Sum of Pagodas four Thousand three hundred and three and this Deponent saith that the said Petitioner did in Consequence of such Satisfaction Release and discharge the said George Mackey for all Claims which he had on him for his Separate half of the said Debt and this Deponent saith that the said Suit Might have been Discontinued afterwards — And More saith not to this Interrogatory —

3d .... To the third Interrogatory this Deponent saith that he has heard that the said Charles Rumley died whilst he was a prisoner with Hyder and this Deponent believes that he so died before the said George Mackey late Commandant of Chingleput but how Long the said George Mackey might have survived him this Deponent Cannot Say — And more saith not to this or the

Mayor's Court at
Madraspatnam

Between Thomas Burrowes
Major in the Military Establishment of
Fort St George in the Service of the Honble
the United Company of Merchants of
England Trading to the East Indies Petitio-
-ner and Eliza Davis Otherwise Clifton
Wife of Thomas Davis of Fort Saint George
Esquire Executrix of the Last Will and Testa-
-ment of Charles Rumley late a Major in
the Service of the said Honble Company by her
Attornies Thomas Davis and Thomas Cockburn
of Madras Esquires Respondent

On the Part of the Respondent

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

James Taylor Esqr of Fort Saint George Aged 44 Years or thereab-
-outs being produced as a Witness in this Affair On the Part of the Respon-
-dent was on the 28th Day of June 1787 Signified at the Office of Mr
Pullum Spencer who is Attorney for the Petitioner by Vencatachellum
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 Petitioner Thomas Burrowes in this Affair, and
that he hath so known him Seventeen or Eighteen Years or
thereabouts — and that he doth know the Respondent Eliza Davies —
in

in this Affair and that he hath so known her thirteen or
fourteen Years or thereabouts — And more saith not to this Interro-
gatory

2 .... To the Second Interrogatory this Deponent saith that to the
best of his Recollection the Petitioner did file a Bill of Complaint
in the Honble the Mayor's Court but the time when the same
was so filed this Deponent cannot Recollect against Charles
Rumley and George Mackey and this Deponent saith that the
Petitioner did not Receive full Satisfaction of the said George Mackey
for the whole of the Debt but only for his the said George Mackey's
Separate half of the debt then due from the said Charles Rumley
and George Mackey unto the Petitioner which half share was
Estimated at Pagodas four Thousand three hundred and three
and the said Petitioner did Receive from this Deponent and
Mr James Call for and on Account of the said George Mackey
New Consolidated Bonds Amounting to Pagodas Six Thousand
four hundred and fifty four Twenty One fanams as and by way
of Payment for the said Sum of Pagodas four Thousand Three
hundred and three and this Deponent saith that the said Petiti-
-oner did in Consequence of such Satisfaction Release and discharge
the said George Mackey for all Claims which he had on him for
his Separate half of the said Debt and this Deponent saith that
the said Suit Might have been discontinued afterwards — And
More saith not to this Interrogatory —

3 .... To the third Interrogatory this Deponent saith that he has
heard that the said Charles Rumley died whilst he was a prison-
-er with Hyder and this Deponent believes that he died before
the said George Mackey late Commandant of Chingleput but how
Long the said George Mackey might have survived him this
Deponent Cannot Say — And more saith not to this or
the

the Last Interrogatory

J. Spalding — James Taylor

Examined

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 27th Day of October Anno Domini 1787

Present

James Call Esquire Mayor

Ald.n John Holland William Webb

George Savage Vencentio Corbett and

Andrew Ross Aldermen

Alexander Cuthbert
vers.
Charles Rumley and George Mackay

Petition of Major Thomas Burrowes Read

Answer of Eliza Davis Executrix of Charles Rumley Read

Interrogatories on the Part of Eliza Davis Read

One Deposition taken thereunto Read

Petition of Major Thomas Burrowes and the Answer of Mrs Eliza Davis Executrix Named in the Last Will and Testament of Charles Rumley Deceased Coming on this Day to be Argued and Determined in the Presence of the Attornies on both Sides and the Court having had due Consideration thereon and it Appearing that One half of the Debt has been Discharged by the Defendant George Mackay This Court doth Think fit to Order and doth Accordingly Order that a Warrant of Execution do issue against the Effects

of

of the Defendants Charles Rumley and George Mackay for the Sum of four thousand and fifty Nine Pagodas thirty five fanams and Eleven Cash Pagodas 4059.35.11 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 True Extract

Filed 25th April 1786

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Auvadanum Pauyiah Braminy of Madras Inhabitant that Edward Jourdan a Captain in the Service of the Hon.ble United English East India Company Executor with a Probate to the Last Will and Testament of Francis Jourdan Late of Madras Esquire Deceased stands Indebted unto Your Orator as Executor as aforesaid in the full and just Sum of Six Hundred and Seven Pagodas Nineteen 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 Two Hundred and forty two Pounds Nineteen Shillings and five Pence as will more fully and at large Appear by Copy of an Account Current and Copy of a Bond or Obligation given and Granted unto Your Orator by the said Deceased in his lifetime on the Tenth Day of July which was in the Year of Our Lord One Thousand Seven Hundred and Eighty four hereunto Annexed for the Inspection of this Hon.ble

Court

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 a kind and Amicable Manner Requested Payment of the said Sum of Six Hundred and Seven Pagodas Nineteen Fanams and Thirteen Cash from the said Edward Jourdan as Executor as aforesaid

But now so it is May it Please this Honble Court the said Edward Jourdan 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 Edward Jourdan may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the Same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Six Hundred and Seven Pagodas Nineteen 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 Edward Jourdan 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

Hy. Du Puy
Attorney Complainant

Dr. The Estate of Francis Jourdan Deceased in Account Current with Auvadanum Paupiah Brameny Cr.

			P.	F.	C.		P.	F.	C.
1784 July	10th	To the Amount Principal of the said Deceased Bond bearing this Date	500	"	"	By Ballance	607	19	13
1786 April	24th	To Interest on Do. from the 10th July 1784 to this day is 1y. 9m. 14d. @ 12 ₱ Cent ₱ Annum	107	19	13				
		Pagodas	607	19	13	Pagodas	607	19	13

Fort St. George 24th April 1786
Errors Excepted
₱ Auvadanum Paupiah Brameny

A true Copy
Hy. Du Puy
Atty. Complainant

Know all Men by these Presents that I Francis Jourdan of Fort St. George Merchant am held and firmly bound unto Auvadanum Paupiah Braminy of Madras in the Penal Sum of One Thousand Star Pagodas to the payment whereof well and truly to be made to the said Auvadanum Paupiah Braminy his heirs Executors, Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto set my Hand and Seal in Fort St. George this Tenth Day of July in the Year One Thousand Seven Hundred and Eighty four

Whereas the above bound Francis Jourdan hath borrowed and received of the above Named Auvadanum Paupiah Braminy the full and just Sum of Five Hundred Star Pagodas at Usual Interest at the Rate of Twelve per Cent per Annum Payable in four Months from the Date thereof

Now the Condition of this Obligation is such, that if the above bound Francis Jourdan his heirs Executors, Administrators, or Assigns shall well and truly pay or cause to be paid unto Auvadanum Paupiah Braminy his heirs Executors, Administrators or Assigns, the full and just Sum of Five 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 Stampt Paper is to be had
in the Presence of
Pelloor Saumy
Vencatasawmy

Francis Jourdan (L.S.)

True Copy
Hy. Du Puy
atty Complt.

Filed 10th Octr. 1786

The Answer of Edward Jourdan of Fort Saint George on the Coast of Coromandel in the East Indies Esquire Captain of Cavalry in the Service of the Honble. the United English East India Company under this Establishment of Fort Saint George Executor with a Probate to the last Will and Testament of Francis Jourdan late of the same Place Esquire Deceased Defendt. to the Bill of Complaint of Auvadanum Paupiah Braminy of Madras Inhabitant Defendt.

This said Defendant now and at all times hereafter saving and Reserving to himself all and all Manner of benefit and Advantage of Exception to the Many Errors Uncertainties Untruths and Imperfections in the Complainants Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is Advised is and are any ways material for him to Make Answer unto he this Defendant Answereth and saith, that Very true it is, that the abovesaid Francis Jourdan did in his lifetime enter into one Penal Bond for the Sum of One thousand Star Pagodas unto the abovesaid Auvadanum Paupiah Braminy Conditionally to be Void on the Payment of Five hundred Star Pagodas in four Months with Interest at the Rate of 12 per Cent per Annum from the Date of the said Bond, which bore date the 10th July 1784 and Signed and Sealed by the said Francis Jourdan in his lifetime as this Defendt. has been informed and Verily believes — But this Defendant saith, that although the said Francis Jourdan in his lifetime stood so Indebted upon Bond to the said Original Obligee, and that this Defendant as Executor to the last Will and Testament of the said Deceased is Answerable in Law as far as the Estate and Effects of the said Deceased will go Yet the said Defendant saith that from the

inaccuracy

inaccuracy of the Deceased's Accounts, and from the Wide and Extensive Concerns of the Deceased, not only in India but in Various parts of the World, Particularly in Europe this Defendt. Cannot with any Degree of Precision Set forth the Real and True State and Condition of the Deceased's Estate and Effects, nor whether he the said Deceased has Died Solvent or Insolvent, but so far this Defendant Saith, that at present there are not Assets in his this Defendant's hands Sufficient to pay himself who is a Specialty Creditor on Two Penalty Bonds, nor are there Assets in hand Sufficient to pay off all the Specialty Creditors, who have an Equal Right According to Law with the said Auvadanum Paupiah Bramminy this Defendant further by leave of this Honble Court, Prays leave to Annex to this his Answer his Account Current, as a Specialty Creditor of the said Francis Jourdon by which it does Appear there is still Due and Owing unto this Defendant the Sum of Twenty One Thousand One hundred and forty Six Pagodas One fanam and Twenty One Cash, the Benefit from and Priority of Payment as a Specialty Creditor, this Defendant prays a Preference to the Claim of the Complainant. And this Defendant for himself as Executor aforenamed further Answers, and Says that he, as Executor aforesaid, has Expended Considerable Sums of Money Necessarily Attending on the Estate and Effects of the said Francis Jourdan which Expenses are incidental to the Office and Duty of an Executor, and that the same will be brought to Account at the time of finally Closing the Accounts with the Estate and this Defendant further by leave of this Honble Court hereto Annexes a List of the Several Bonds or Obligations Mortgages &c. this Defendant has been informed and Verily believes to be true, and just and the same Remains to be Discharged

Discharged and Satisfied, but which by reason of this Defendants not being able to Collect in Assets Sufficient, they Stand as Claims on the said Deceased's Estate and Effects, and Whose Claims this Defendant prays may be Saved as to the Equality of Payment, to and with the said Obligee the person Abovementioned.

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.

Chas. Baker
Attorney at Law
for Chas. Bromley
Atty for the Defendt.

Dr The Estate of Francis Jourdan Esqr in Account Current with Capt.n Edward Jourdan Executor and Principal Bond Creditor —— Cr

			Pagodas		
1784 Augt	4th	To Amount of a Bond the Interest to bear from the 20th Novr 1783 @ 8 ₱ Cent ₱ Annum	6391	"	"
	15th	To Amount of a Bond for 12,500£ @ 8s ₱ Pagoda the Interest @ 5 ₱ Ct	31250	"	"
			37641	"	"
1786 Septr	1st	To Interest on the above Sums from their respective Dates @ 5 ₱ Cent ₱ Annum Viz.t Ys ms ds On Pagas 6391 - 2 - " 27 - 663 2.32 31250 - 2 - " 16 - 3194.16 "	3857	18	32
		Pagodas	41498	18	32

			Pagodas		
1784 Octr	14th	By Cash Received	60	"	"
1785 May	1st	By Cash Received	1240	"	"
	28th	By Companys Bonds Received	3030	"	"
June	26th	By Cash Received	1500	"	"
1776 Jany	30th	By Cash Received	300	"	"
Feby	15th	By a Certificate on the Bengal Government	5000	"	"
May	23d	By Cash	1631	"	"
June	2d	By Balance of a Company's Bond	1448	27	"
July	16th	By Certificate on Bengal	3965	12	50
Augt	31st	By Cash	1600	"	"
			19774	39	50
1786 Septr	1st	By Interest on the above Sums from their respective Dates @ 5 ₱ Cent ₱ Annum Viz.t On Pagas 60 - " - " 1. 10 " 17 - 5. 23 " 4 1240 " " " 1 " 4 - 3 - 82 " 24 - " 3030 - " - " 1 " 3 - 3 - 190 " 22 - 76 1500 - " - " 1 " 2 - 5 - 88 " 19 " 40 300 - " - " " - 7 " 2 - 8 " 30 - " 5000 - " - " - " 6 " 16 - 136 " 4 - " 1631 - " - " - " 3 - 8 - 22 " 7 - 16 1448 " 27 - " - " 2 " 24 - 17 " 32 " 56 3965 " 12 " 50 " " 1 " 15 - 24 " 28 " 10 1600 - 1 - " - 7 - 79	577	19	44
			20352	17	11
		By Balance	21146	1	21
		Pagodas	41498	18	32

Fort Saint George 1st Septr 1786

Errors Excepted ₱r Edward Jourdan
Executor & Principal Bond Creditor

Bond Creditors

Captain Edward Jourdan	Executor & Principal Bond Creditor
Mr Quentin Crawfurd	
Mr Porcher	Companys Bond Mortgaged
Mr Turnbeck's Estate	
Mr John Bodkin	
Captain Daniel Bayne	
Mr Duncan Buchanan	
Mr Henry Crawfurd	
Mr Charles Devonux	
Mr John Turing	
Mr Dawsonne Drake	New Consolidating Bonds for 20,000 Mortgaged
Captain Blake Eyre	
Mr Prothro	
Messrs Amelrie & Co	
Messrs Gozebat and Amalric	
Hugh Morris Esqr	
Mr Edward Colsford	
Mr Agarille Satture	
Cadian Appiah Naick	
Stree Ranga Raja Pillah	
Ragava Chitty	
Chengulroy Moodelliar	
Luncoo Chinna Kistnama Chitty	
Rama Pilla	
Paupiah Bramoney	
Cheapah Chitty	
Trustees of Mr Charles Lybus	Sealed Indentures
Mr Stephen Villaret	
Miss Mylne	
Trustees of Mrs Montresor's Children	

Chas Baker Attorney at Law
for Chas Bromley

Mayor's Court at Madraspatnam } { Tuesday the ^{12}14th Day of Novr Anno Domini 1786

Present —

L.S.

Mayor's Court

Robert Ewing Esquire Mayor
James Call and William Webb
Aldermen —

Between Avadanum Paupiah Braminy of Madras Inhabitant Complainant and Edward Jourdan a Captain in the Service of the Honble United English East India Company Executor with a Probate to the Last Will and Testament of Francis Jourdan late of Madras Esquire Deceased Defendant.

This Cause coming on to be heard and Debated this Day in the Presence of the Attorneys on both sides on Reading the Complainants Bill with an Account Current and Copy of a Bond or Obligation Annexed The Defendants Answer With an Account Current and List of the Creditors Annexed On Hearing the Pleadings made thereof by the Attorneys and on due Consideration had thereon This Court doth think fit to Order and doth accordingly Order and Decree that the Defendant do pay unto the Complainant Out of the Estate and Effects of Francis Jourdan Deceased the full and Just Sum of Six Hundred and Seven Pagodas Nineteen Fanams and Thirteen Cash (Pags 607 „ 19 „ 13 „) 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 —

Per Cur —

Court of Appeals at Madraspatnams } Saturday 1st December Anno Domini 1787

Between Edward Jourdan Executor of Francis Jourdan Deceased Appellant and Avadanum Paupiah Braman Respondt

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 Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 14th day of November Anno Domini 1786 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 Saving the rights and Credits of the said Edward Jourdan as Executor to the Estate of the said Francis Jourdan and that the Appellant do pay the Costs in this Court —

Per Cur

Chas White Clk

Filed 24th July 1784 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Robson of Madras Merchant that Zamaloodeen of Madras Inhabitant stands indebted unto Your Orator in the full and just Sum of Four Hundred and Seventy Nine Pagodas Eighteen 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 Ninety One Pounds fifteen Shillings and Seven Pence or thereabouts as will more fully and at Large Appear by the Copies of an Acknowledgment or Receipt as also 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 Orators Possession and Ready to be produced to this Honble Court when Required and Your Orator further sheweth unto this Honble Court that he hath frequently and in a friendly manner Requested the payment of the said Sum of four hundred and Seventy Nine Pagodas Eighteen fanams and forty Cash —

But now so it is and may it please this Honble Court the said Zamaloodeen 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 the End therefore that the said Zamaloodeen may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the matters and things herein before Set forth and Alledged, as fully truly and Effectually to all intents and Purposes as if the same were here Again Repeated and Particularly interrogated and that he May be Decreed to pay unto Your Orator the aforesaid Sum of Four hundred and Seventy Nine Pagodas Eighteen fanams and forty 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 Zamaloodeen 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 —

S. Popham
Attorney for Complainant

24th July 1784 —
This Bill was shewn to me between the Days of Adjournment Let a Summons Issue Returnable Next Court Day
John Menzies
Mayor

I Zamaloodeen Inhabitant of Madras do hereby Acknowlage to have bought of Mr. John Robson this 9th Day of Feby 1784 the Snow Weazel with all her Stores now laying in the Madras Road, for which I am to pay to him the Sum of Seven hundred Star Pags which Sum is to be paid on the 9th June otherwise the said Vessel to be Resold, and any loss that may arise thereupon I am to make Good to the said Mr. John Robson and the above Vessel I am to take Charge on Friday the 13th Inst from which time she is to be at my Risque, Witness my hand this 9th Day of Feby

Feby 7 and Year 1784 —

Witnesses
Erskine Nimmo

العبد جمال الدين

Received of Jamaloodeen in Part of the above Sum

March	4			Pags	100 " "
June	3	Do	Do	Do	150 " "
					250 " "

A true Copy
L. Popham

Dr Jamalooden in Acct Currt with John Robson Cr

			Pags						Pags		
1784 Feby	9	To the Amount of Your Acknowledgement or Receipt for Pags	700	"	"	1784 March	4	By Cash Received in Part	100	"	"
July	10	To Interest on Do from 9th Feby 1784 to this day is 5 Months and 2 days @ 12 per Cent per Annum	35	20	60	June	3	By Do — Do	150	"	"
						July	10	By Interest on the above Sum of Ps ms ds On Pags 100 for 4 6 — 4 . 9 . " 150 — 1 7 — 1 . 38 . 20	6	2	20
									256	2	20
								By Ballance Due	479	18	40
		Pagodas	735	20	60			Pagodas	735	20	60

Madras 10th July 1784
Errors Excepted
Jno Robson

A true Copy
L. Popham

Filed 6th August 1784 —

In the Honble the Mayor's Court at Madraspatnam

Between John Robson of Madras Merchant Complainant and Jamaloodeen of Madras Inhabitant Defendant

The above Named John Robson Maketh Oath and Saith that the above Named Jamaloodeen Stands justly and truly Indebted unto this Deponent in the full and just Sum of Four Hundred and Seventy Nine Pagodas Eighteen fanams and forty Cash as by an Acknowledgment and Account Current Copies whereof are Annexed to this Deponent's Bill of Complaint filed in this Honble Court on the Twenty fourth Day of July last may Appear

Sworn in Madras
this 5th Day of August 1784
Before me
John Menzies
Mayor

Jno Robson

L. Popham
Attorney for Complt

Filed 8th March 1785 —

The Answer of Jamaloodeen of Madras Inhabitant Defendant to the Bill of Complaint of John Robson of the same Place Merchant Complainant

This Defendant now and at all times hereafter Saving and Reserving unto himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties

Uncertainties Insufficiencies and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is Advised doth Materially Concern him to make Answer unto he this Defendant Answereth and Saith that he Absolutely denies that he stands indebted unto the Complainant either in the Sum of four Hundred and Seventy Nine Pagodas Eighteen fanams and forty Cash Current Money of Madras or in any other Sum or Sums of Money Whatsoever but on the Contrary this Defendant Charges and insists that the said Complainant stands justly and truly indebted unto this Defendant in the full and Just Sum of Two Hundred and fifty Pagodas and Interest being the Amount this Defendant Paid unto the Complainant on the fourth day of March and the third of June last by two Different Payments And in Order to Explain the Same Clearly to this Honble Court this Defendant begs Leave to Observe that on the Ninth day of February in the Year One Thousand Seven Hundred and Eighty four This Defendant Agreed to Purchase of the Complainant a Snow Called the Pearl Compleat with all her Masts Rigging Yards Cables Anchors Apparel Tackle and furniture Agreeably to a Certain List thereof delivered to this Defendant by the said Complainant And this Defendant expressly Charges and insists that on his taking Possession of the said Snow having Examined the Articles Contained therein he discovered that the Most Material to wit One Large Grapling a New Cable and Several other things Were not to be found and that the Vessel Was then riding by a Small Grapling and an Old Cable by no Means sufficient for her Safety And this Defendant further further Saith that immediately After he had Made this Discovery he waited in person upon the said Complainant and Acquainted

Acquainted Him therewith and at the Same time requested him to furnish him with the said Cable and Grapling without Which the Vessel was in imminent Danger of being drove on Shore But the said Complainant instead thereof which According to the Agreement at the time of the Sale and the List then delivered he ought to have done Constantly refused or Delayed to Perform the Same Putting this Defendant off from time to time With Several Evasive Excuses till at Length this Defendant was Obliged to inform the said Complainant that as he had not performed his Part of the Agreement in furnishing him with these Material Parts of the Articles Contained in the List delivered at the time of the Sale He the said Complainant Must Stand to any Loss that Might happen, as he Could be Considered by no means to be the Purchaser untill the said Grapling and Cable were delivered to him the Same being a Principal Part of the Articles Sold and so essential a Part for the Safety of the whole And this Defendant further Saith that During these Delays and Refusal on the Part of the said Complainant to perform his Part of the Agreement to Wit on the Sixteenth Day of June last the said Snow was drove on Shore the Weather being at the time by no Means tempestuous or the Sea High but the Accident intirely Arising from the badness and Insufficiency of the Grapling and Cable at which She Rode and which would not in all Probability have happened had She been furnished with Such as by the said Agreement She ought to have been and this Defendant further Saith that immediately after the said Accident happened this Defendant did give due notice thereof to the said Complainant Acquainting him at the Same time that as he had not Completed his Part of the Agreement of the said Seven hundred Pagodas and at the time when he Paid the One hundred and fifty Pagodas which was after he had so run the Vessel on Shore He Acknowledged it was all he Received for Anchors Cables &c nor did he then make any Mention of the Pretended deficiency of Anchors Cables or Other Stores And this Replicant further Saith that at that time the Defendant Acknowledged this Replicants Claim to be Just and true and he further Saith that about the first day of April last the Defendant desired Captain Erskine Nimmo to inform this Replicant that he would give Seven Thousand Chank in full Payment of this Replicants demand if this Replicant would deliver him up his Note of hand and Pay the Costs hitherto Incurred by this Replicant in this Cause which offers this Replicant Refused to Accept as he did Not want the Chank proof of which Particulars this Replicant Conceives will fully shew the evasive Conduct of the Defendant and establish this Replicants Claim as stated in his Bill of Complaint

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 he hath already Prayed

S. Popham
Attorney for Replicant

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now Depending and at Issue in the Hon^ble^ the Mayor's Court at Madraspatnam wherein John Robson of Madras Merchant is Complainant and Janooladeen of Madras Inhabitant is Defendant

On the Part and behalf of the said Complainant

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

Baloo Naick and Nunapah Moodelly } 2d . . Did or did not the Defendant on or about the Ninth day of February which was in the Year of Our Lord One Thousand Seven hundred and Eighty four or at any other and what time Purchase of the Complainant a Snow Compleat with all her Masts Rigging Yards Cables &c for Seven hundred Star Pagodas If Yea did or did Not the said Complainant Deliver every Article Mentioned in the List of Stores belonging to the said Vessel to the Defendant at the time he took Possession of her Did or did not the Defendant at the latter end of April or in the begining of May in the said Year One Thousand Seven hundred and Eighty four or when take Out Most Part of the Stores of the said Snow and run her on Shore to the Northward of the Navy Hospital Declare

Ditto . . . . . . 3d . . Did or did not the Defendant Pay unto the Complainant One hundred Pagodas on the fourth day of May and One hundred and

and fifty Pagodas on the third day of June in the said Year of Our Lord One Thousand Seven hundred and Eighty four in part Payment of his Acknowledgement to the Complainant for Seven Hundred Pagodas If Yea did or did not the Defendant after he had so taken the Vessel Over and at the time when he Paid the One hundred and fifty Pagodas Acknowledge it was all he received for Anchors Cables &ca and did the Defendant then Make any Mention of the deficiency of Anchors Cables or other Stores and did or did not the Defendant at that time Acknowledge the Complainants Claim to be Just and true

Erskine Nimmo — Were You or were You not on or about the first day of April which was in the Year of Our Lord One Thousand Seven hundred and Eighty five and when desired by the Defendant to inform the Complainant that he will give Seven Thousand Chanks in full payment of the Complainants demand if the Complainant would deliver him up his Note of hand and Pay the Costs hitherto Accrued by the Complainant in this Cause If Yea did You tell it to the Complainant and what Answer did You get from him Declare fully to the best of Your knowledge and belief

To all the Witnesses — 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 or Advantage of the Complainant If Yea Declare the same as You know have been informed or do believe together with the Reasons of Such Your belief as fully as if You had been thereunto Particularly Interrogated

J. Popham
Attorney for Complt.

Mayor's Court at
Madraspatnam

Between John Robson of Madras
Complainant and Samoo Ladeen of
Madras Inhabitant Defendant

On the Part of the Complainant

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

Baloo Naick of Madras Conicoply Aged 45 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 21st Day of June 1786 Signified at the Office of Mr. Pullen Spencer who is Attorney for the Defendant by Vencatachelumy 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 followeth

1st ------ To the first Interrogatory this Deponent Saith that he doth know the Complainant John Robson in this Cause and that he hath so known him four or five Year - and that he doth know the Defendant Samoo Ladeen in this Cause and that he hath so known him two Years or thereabouts - and more Saith not to this Interrogatory

2d ------ To the Second Interrogatory this Deponent Saith that about the Ninth Day of February One Thousand Seven hundred and eighty four the Defendant purchased from the Complt. a Snow Compleat with all her Masts Rigging Yards Cables &ca for Seven hundred Star Pagodas and that the Complt. delivered over the articles mentioned in the List of Stores belonging to the said Vessel to the Defendant at the time he took Possession of her and this Deponent further saith that he Was informed that about the end of April or beginning of May One Thousand Seven hundred and Eighty four the Defendant did

Did take out of the said Snow most of the Stores and that the Vessel Run on Shore to the Northward of the Navy Hospital And no more Saith not to this Interrogatory —

3d .... To the third Interrogatory this Deponent saith that the Defendant did Pay to the Complainant One hundred Pagodas about the Month of May and One hundred fifty Pagodas about the Month of June in part of his Acknowledgment for Seven hundred Pagodas to the Complainant And no more Saith not to this or the last Interrogatory —

J. Spalding
Examiner

பாலநாய்க்கன்

Mayor's Court at Madraspatnam

Between John Robson of Madras Merchant Complainant and Jamooladeen of Madras Inhabitant Defendant —

On the Part of the Complainant

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

Ninapah Moodelly of Madras Conicoply Aged 39 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 21st Day of June 1785 Signified at the Office of Mr Pulleen Spencer who is Attorney for the Defendant by Vencatachelum 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 John Robson in this Cause and that he hath so known him three Years or thereabouts and

and that he doth know the Defendant Jamooladeen in this Cause and that he hath so known him Two Years or thereabouts And no more Saith not to this Interrogatory —

2 .... To the Second Interrogatory this Deponent Saith that Sometime in the Month of February One Thousand Seven hundred and Eighty four the Defendant Purchased from the Complainant a Snow Compleat with all her Masts Rigging Yards Cables &ca for Seven hundred Star Pagodas and this Deponent further saith that the Complainant and the Defendants People went on Board the Snow where the Complainant delivered all the things to the Defendants People but this Deponent doth not know whether there was any List or not This Deponent further Saith that he knows that part of the Stores were Landed and that the Vessel run on Shore And no more Saith not to this Interrogatory —

3 .... To the third Interrogatory this Deponent Saith that the Defendant Sometime in the Year One Thousand Seven hundred and Eighty four did pay first One hundred Pagodas and afterwards One hundred and fifty Pagodas in part of the Said price and this Deponent further Saith that these Two Sums were all that the Defendant ever paid in part of the Said Purchase and he doth not know whether any mention was ever made by the Defendant of the deficiency of Anchors Cables and other Stores but has heard the Defendant Acknowledge that the Complainants demand for the Amount of the Purchase was just And no more Saith not to this or the last Interrogatory —

J. Spalding
Examiner

நயனாப்பன்

Mayor's Court at Madraspatnam

Between John Robson of Madras Merchant Complainant and Jamooludeen of Madras Inhabitant Defendant

On the Part of the Complainant

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

Erskine Nimmo of Madras Merchant Aged 37 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the 30th Day of June 1786. Signified at the Office of Mr. Tullie Spencer who is Attorney for the Defendant by Vencatachellum his Servant who also Left him a Note of the Name Title and Place of Abode of the said Deponent & 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 John Robson in this Cause and that he hath so known him three Years or thereabouts and that he doth know the Defendant Jamooladen in this Cause And that he hath so known him the same time And more Saith Not to this Interrogatory

4th .... To the fourth Interrogatory this Deponent saith, that in the Year One Thousand Seven hundred and eighty five he was Desired by the Defendant to ask the Complainant whether he Would Accept of Six or Seven Thousand Chanks in full Payment of the Complainants demand, and if the Complainant would deliver up his Note of hand and pay his own half of the Costs incurred in this Suit and this Deponent further Saith that the Defendant desired him to make the Proposal as from himself without letting it be understood that the Defendant had desired him to offer such terms And More Saith Not to this or the Last Interrogatory

J. Spalding
Examiner

Erskine Nimmo

L.L.

Mayor's Court

Mayor's Court at Madraspatnam } { Tuesday the 3rd Day of October Anno Domini 1786

Present

Robert Ewing Esquire Mayor
James Call and Josias DuPre Porcher
Aldermen

Between John Robson of Madras Merchant Complainant and Jamaloodeen of Madras Inhabitant Defendant

This Cause Coming on to be heard and Debated this Day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill with Copies of an Acknowledgment or Receipt and also of an Account Current Annexed, The Defendants Answer, The Replication the Interrogatorys and Depositions on the part of the Complainant On Hearing the Pleadings made use of by the Attorneys and on Due Consideration had thereon This Court doth think fitt to Order and Decree and doth Accordingly Order and Decree

Decree that the Defendant do pay unto the Complainant the full and Just Sum of Four Hundred and Seventy Nine Pagodas Eighteen Fanams and Forty Cash or Pagodas 479. 18. 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 —

Per Cur

Court of Appeals
at
Madraspatnam } &c Saturday the 1st December
Anno Domini 1787

Between Jamaloodeen of Madras Inhabitant Appellant and John Robson of the Same place Merchant 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 Decree of the said Court given in this Cause on Tuesday the 30 day of October Anno Domini 1786. 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 Mayors Court do stand Affirmed and that the Appellants Petition be hence Dismissed with double Costs of this Court —

Per Cur Chas. N. White Clk

Filed 11th June 1787 —

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Conjalla Puchary Chitty by his Atty Manuel Johnson of Madras Inhabitant That Teroovangadam also of Madras Inhabitant stands indebted unto Your Orator in the full and just Sum of Two hundred and Twenty five Star Pagodas Sixteen 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 Ninety Pounds and three Shillings or thereabouts as will more fully and at Large Appear by the Copies of the Translation of a Mortgage Bond and of an Account as also of an Assignment 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 Original whereof are in the Possession of Your Orator's said Attorney and 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 Two hundred and Twenty five Pagodas Sixteen Fanams and Thirty Cash —

But now so it is and may it Please this Honble Court the said Teroovangadam 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 to Equity and Good Conscience To the End therefore, that the said Teroovangadam may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the matters and things herein before

before set forth and Alledged, as fully truly and Effectually to all intents and Purposes as if the Same were here again Repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and Twenty five Pagodas Sixteen fanams and thirty Cash with all such Interest as now is or shall hereafter become due thereon also Costs of the Suit —

May it Please this Hon.ble Court to Cause the said Teroovangadam 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 —

11th June 1787 —
This Bill was shewn to me between the
days of Adjournment Let a Summons Issue
Returnable Next Court Day —

S. Popham
Attorney for Complainant

Jn.o Call
Mayor

Translation of a Mortgage Bond dated Aypisee the Year called Plava Answering to Anno Domini 10th November 1781 —

I Teroovangadam Son of Cottambauham Moortyapah Moodaly of Tollava Valala Cast of Madras Inhabitant do Give this Mortgage Bond to Compalla Puchary Chitty of Weaver Cast of the same place That is to Say —

In Consequence of my Urgent Occasion I have Borrowed and Received of You the Sum of (134) Pagodas Current Money of Madras on the Mortgage of the Cheattoy Bill of Sale of my House

House Situated to the West of Charity House of Maroobady Yagambram Moodelliar to the East of Yeroobacary Vadamala Moodelliar and I do hereby engage to Repay You the said One Hundred and Thirty four Star Pagodas on Demand, with Interest at the Rate of 12 p.r Cent p.r Annum thus I do give this Mortgage Bond with my free will and Consent Witnesses Alladee Moortyappa Moodelly Andunaram Candapah Chittyar by their knowledge Drawn by Andunarayen Vatyar —

(Signed) Teroovangadam

Witnesses
Moortyappen
&
Condapen

A true Translation as near as can be from the Malabar Language —
Ranganaudom
Intp.r

A true Copy
S. Popham

Dr. Teroovangadam in Acct. with Compalla Puchary Chitty Cr.

1781 Nov.r	10th	To the Amount of Your Mortgage Bond of this Date Payable on Demand —	134	"	"	1787		By Ballance	225	16	30
1786 July	15th	To Cash paid You	2	"	"						
			136	"	"						
1787 May	26th	To Interest on the above Sums from their respective Dates to this day at 12 p.r Cent p.r Annum yrs ms ds — Pagodas 134 " 5 . 6 . 16 — 89 . 7 . " On D.o 2 . 10 . 10 — " 9 . 30	89	16	30						
		Pagodas	225	16	30			Pagodas	225	16	30

Madras the 26th of May 1787

E. E.r Off

[illegible]

A true Copy
S. Popham

To all People to whom these Presents shall Come Greeting Whereas Teroovangadam of Madras Inhabitant by the Balance of an Account bearing date the Twenty Sixth day of May in the present Year of Our Lord One Thousand Seven hundred and Eighty Seven Arising upon a Mortgage Bond stands indebted unto Compalla Pucharry Chitty of the Same Place Inhabitant in the Sum of Two hundred and Twenty five Star Pagodas Sixteen fanams and thirty Cash Now Know Ye that the said Compalla Pucharry Chitty for a Valuable Consideration to him in hand paid by Manoel Johnson also of the same place Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof he the said Compalla Pucharry hath Assigned and Set Over and by these Presents doth Assign and Set over unto the said Manoel Johnson the said Account Bond and the Money or Amount Principal and Interest thereupon due and owing and Which may become due thereon and all his Right and Interest of in and to the Same and every Part thereof and the said Compalla Pucharry Chitty for the Consideration aforesaid hath made Constituted and Appointed the said Manoel Johnson 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 Manoel Johnson his Executors Administrators and Assigns to ask Require Demand and Receive of the said Teroovangadam his heirs Executors and Administrators the Money due or to become due on the said Account and on non Payment thereof to the said Manoel Johnson his heirs Executors and Administrators to Sue for and Recover the Same and on Payment thereof to deliver up the said Mortgage Bond and Account and give Sufficient Releases and Discharge thereof and one or more Attorney or Attornies under him to Constitute and whatsoever the said Manoel Johnson or his Attorney or Attornies under him shall lawfully do in the Premises

the

the said Compalla Pucharry Chitty doth hereby Allow and affirm and the said Compalla Pucharry Chitty doth Covenant with the said Manoel Johnson that the said Compalla Pucharry Chitty hath not Received nor will Receive the said Money due or to become due on the Ballance of the said Account or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own and Allow of all Lawful Proceedings for the Recovery thereof by the said Manoel Johnson Saving the said Compalla Pucharry Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof the said Compalla Pucharry Chitty hath hereunto Set his hand and Seal in Madras This first day of June in the Year of Our Lord One Thousand Seven hundred and Eighty Seven

L.S.

Sealed and Delivered
Where no Stampt Paper is to be
had in the Presence of
Comer Sawmy
Chinatomby

A true Copy
L. Popham

Mayor's Court at Madraspatnam } { Tuesday the 4th Day of December Anno Domini 1787

Present

James Call Esquire Mayor
Edward Garrow and Sir John Menzies
Aldermen

L.S.
Mayor's Court

Between Compala Pucharry Chitty by his Attorney Manoel Johnson of Madras Inhabitant Complainant

and

and Terrovangadam Also of Madras Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainant's Demand This Court Doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Hundred and Twenty five Star Pagodas Sixteen fanams and Thirty Cash (Star Pagos 225 ,, 16 ,, 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

P Cur

Filed 29th Novr 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Moorparambedore Pammbala Moodeliar of Madras Inhabitant that Mylashadashevan Appasawmy and Catalingum of the same place Inhabitants stand indebted to Your Orator in the full and just Sum of Two Thousand One hundred and fifty two Star Pagodas Eleven fanams and fifty Cash 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 sixty Pounds Eighteen Shillings and Three pence or thereabouts as will more fully and at large Appear by the Copies of a Mortgage Bond and Undertaking thereunto Subscribed and of an Agreement as also of an Account thereunto Annexed for the inspection of this Honble Court and prayed by Your Orator to be taken as part of this his Bill of Complt the Originals whereof are in Your Orator's Possession and ready to be Produced to this Honble Court when required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly Manner requested the payment of the said Sum of Two Thousand One hundred and fifty Pagodas Eleven fanams and fifty Cash

But now so it is and may it please this Honble Court the said Myla Shadashevan Appasawmy and Catalingum Obstinately and wilfully refuse to pay the same or to give Your 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 Myla Shadashevan Appasawmy and Catalingum 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 herein 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 fifty Two Pagodas Eleven fanams and fifty Cash 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 Myla Shadashevan Appasawmy and Catalingum 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

to and abide by such Order and Decree thereon as to this Hon^ble Court shall seem Meet —

L. Popham
Attorney for Complainant

24th November 1787 —

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

Jas. Call
Mayor

Translation of a Mortgage Bond dated the 15th February 1784 —

We Mootucomarapah Moodeliar Sadasevah Moodelier and their Relations Appasamy Moodeliar and his Relations and Cody Lingah Moodelier of Peroomylapoor or St. Thome jointly do give this Mortgage to Ponnumbalah Moodeliar Son of Sree Panoombodoree Mooder Moodeliar of Madras That is to say —

This Day we have Mortgaged to You our House situated at St. Thome a piece of Ground situated Opposite thereto Annicolly 1 Mastre Garden 1 Small Garden 1 — 4 Cawnies of Pallanqueen Maunium or Free Gift Land. Ramanjee Maunium Cawnies 2 and 2 Cawnies of Maunium of Parvarteery Placoley in all 13 Cawnies of Puncamanyam in Carear Ground Olagos Chitty Puttaday 1 Caulloo=coil Puttaday 1 Cawney Maunium Veroopatchuacoowum Coil Maunium Puttaday 1 Poodupponery Vodicall Puttaday 1 Coodama=neam Puttaday 1 Auladey Puttaday Sallum Puttaday 1 Cawnanga=doo Veley Puttadah 1 & Maunapum Pungoodoo Puttaday 1 in all 9 Puttadays Likewise We have Mortgaged to You all our Rights and Titles belonging to Our Inheritance and Borrowed And Received of You The Sum of 1510 (One Thousand five hundred and Ten Star Pagodas which Sum We promise to Pay You on or before the 30th February with such Interest as May become due thereon at the Rate of 12 ꝑ Cent ꝑ Annum after

after deducting out the Sum You should Receive out of the produce of the aforesaid Premises and redeem the said Mortgaged Premises In default of such payment then You are empowered to take the said Premises as if You had Purchased and enjoy the same, There is no any disputes for the same and if there should happen any dispute then we bind Ourselves to get it Clear Thus We do give this Mortgage Bond by our Consent Witnesses Comatore Pakeelar Velleapah Moodeliar and Ponnamally Vencatachellah Moodeliar by their knowledge Drawn by Sababady —

(Signed)
Mootucomarapam
Sadasewen
Veerovanaden
Cody Linguam
Sababady, by the Consent of Appasamy

In Default of the said Payment then You are empowered to sue in the Hon^ble the Mayors Court and sell the said Premises and Pay Yourself the Principal and Interest agreeable to the Bond Thus by the Consent of Mootucomarapah Moodelier Sadasevah Moodelier Veerovanadah Moodelier and Appasamy Moodelier — (Signed) by the said Cody Linguam

A True Translation as near as can be from the Malabar Language
Soobaroyam
Interp^r.

A True Copy
L. Popham

Translation of an Agreement Dated 1st March 1787 —

We Myla Shadashevam Appasawmey and Catuling=guum these 3 Persons jointly give this Agreement to Shoupanam=bodoree Ponnumbala Moodalier an Inhabitant of Madras — That is to say —

As We had in Conjunction with Mootumaraga Moodelliar and Visuanauda Moodelliar Drawn and borrowed

of

of You Sometime on the 1st March 1785 on Our Mortgage Bond the Sum of 1510 Pagodas We do hereby engage to Repay You the said Sum together with the Interest Agreeable to the Bond on or before the 30th Instant In default of which You Are to prosecute us three in the Hon'ble the Mayor's Court and Recover Your Money by Causing the Mortgage to be sold Thus we have given You this Agreement with our freewill and Consent. Witnesses Covere Mootiah Moodeliar and Mettupelley Cootulingum by their knowledge this Agreement Was drawn by Vadamoodum Vundapen —

Witnesses Signed
Covere Mootiah
M. Coatulingum

Signed
Sadaishwen
Sabapulley, by the Consent of Appasawmy

A true Translation as near as can be from the Malabar Language — Ranganaudom Interp.

A true Copy — S. Popham

Dr. { Myla Shadashevan Appasawmy & Catulingum in Acct. With Shree Paramboodoor Ponembala Moodeliar } Cr.

1784 Feby.	15	To the Amount of a Mortgage Bond of this date Executed by You and Mootumoopah Moodelier and Veeramadah who are since dead and for which You three Passed an Agreement under date the 1st March 1787	1510	"	"	1787 Septr.	1st	By Ballance Due	2152	11	50
1787 Septr.	1st	To Interest on Do. to this day being 3. 6. 16. @ 12 p Cent	642	11	50						
		Pagodas	2152	11	50			Pagodas	2152	11	50

Madras 1st Septr. 1787
Errors Excepted
P. M. Ponambalum

A true Copy S. Popham

Mayor's Court at Madraspatnam } { Tuesday the 4th Day of December Anno Domini 1787

L.S.

Mayor's Court

Present —
James Call Esquire Mayor
Edward Garrow and Sir John Menzies
Aldermen —

Between Shreeparamboodoor Ponembala Moodeliar of Madras Inhabitant Complainant and Myla Shadashevan Appasawmy and Coatulingum of the same place Inhabitants Defendants —

The Defendant Coatulingum being in Court and Acknowledging the Justness of the Complainant's Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Coatulingum shall pay unto the Complainant the full and just Sum of Two Thousand One hundred and fifty two Star Pagodas Eleven fanams and fifty Cash (Star Pagodas 2152. 11. 50) together with all such Interest as now is or shall hereafter become due thereon until full Payment is Made also all Costs of this Suit —

P Cur

Filed 23d April 1787

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Colyer Younge Major in the Service of the Honble the United Company of Merchants of England Trading to the East Indies and at Present of Fort Saint George That Verah Swamy Iyer of Audoore but at present of Madras Inhabitant Stands justly and truly Indebted unto Your Orator in the full and just Sum of Eleven Thousand Two Hundred and Ninety Six Pagodas Thirty One fanams and Twenty 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 Four Thousand Five Hundred and Eighteen Pounds and Fourteen Shillings as does more Particularly and at Large Appear by the Copies of an Account and Bond or Obligation hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays May be Admitted as part of this his Bill of Complaint the Originals of which are in the Possession of Your Orator's Attorney and Ready to be produced when Your Orator shall by this Honble Court be thereunto required Your Orator further Sheweth that he hath frequently and in an Amicable Manner requested Payment of the said Sum of Eleven Thousand Two Hundred and Ninety Six Pagodas Thirty One fanams and Twenty Eight Cash from the said Verah Swamy Iyer

But now so it is May it Please this Honble Court the said Verah Swamy Iyer 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

Such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Verah Swamy Iyer may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the Same were here again Repeated and Particularly Interrogated and that he may be decreed to Pay unto Your Orator the Aforesaid Sum of Eleven Thousand Two Hundred and Ninety Six Pagodas Thirty One fanams and Twenty Eight 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 Verah Saraswamy Iyer 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

Fort Saint George 23: April 1787
This Bill was Shewn to me in the
days of Adjournment Let a Summons
Issue Returnable Next Court Day
Jas Call
Mayor

P Spencer
Attorney Complainant

Dr. Verah Swamy Iyer in Account with Major Tonyn Cr.

	P.	F.	C.					P.	F.	C.
To the Amount of the Principal of his Bond dated the 1st July 1782	7164	40	17	1787	April	20th	By Ballance due to Major Tonyn this day	11296	31	28
To Interest on P. 7164. F. 40. C. 17 from the 1st July 1782 to the 20th April 1787 being Four Years Nine Months and Twenty days at 12 per ℔ Annum is	4131	33	11							
Pagodas	11296	31	28				Pagodas	11296	31	28

Madras April 20th 1787
Errors Excepted
J. Col. Tonyn

A true Copy
P. Spencer
Atty. Compltt.

Know all Men by these Presents that Verah Swamy Iyer of Audoorebut at Present of Madraspatnam am held and firmly bound unto Captain Tonyn and Ballakistnah Moodellier in the Penal Sum of Fourteen Thousand Three Hundred Twenty Nine Pagodas Thirty Eight fanams and Thirty four Cash to the Payment whereof well and truly to be made to the said Captain Tonyn or Ballakistnah Moodellier their heirs Executors Administrators or Assigns I do hereby bind my Self my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my Hand and Sealed Madraspatnam this First day of July in the Year One thousand Seven Hundred and Eighty Two

Whereas the above bound Verah Sawamy Iyer hath borrowed and received of the above Named Captain Tonyn and Ballakistnah Moodelliar the full and just Sum of Seven Thousand One Hundred Sixty four Pagodas Forty fanams and Seventeen Cash to Run at Interest at the Rate of Twelve per Cent per Annum payable Six Months from the date hereof

Now the Condition of this Obligation is such that if the abovebound Verah Sawmy Iyer his heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto Captain Tonyn or Ballakistnah Moodelliar their heirs Executors Administrators or Assigns the full and just Sum of Seven Thousand One hundred Sixty four Pagodas forty fanams and Seventeen Cash together with such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect, Otherwise to Continue in full Force and Virtue

Signed Sealed and Delivered
Where no Stamp'd Paper is to be had
in the Presence of [illegible]
[illegible]

[illegible] (L.S.)

A true Copy
P. Spencer
Atty. Complainant

Filed 22d May 1787

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

Between John Colyn Tonyn Major in the Service of the Hon^ble the United Company of Merchants of England Trading to the East Indies and at Present of Fort Saint George Complainant and Verah Sawmy Iyer of Audoone but at present of Madras Inhabitant Defendant

The Affidavit of John Colyn Tonyn the above Named Complainant

This Deponent maketh Oath and Saith that the above Named Defendant Verah Swamy Iyer stands justly and truly indebted unto this Deponent in the full and just Sum of Eleven Thousand Two Hundred and Ninety Six Pagodas Thirty One fanams and Twenty Eight Cash Current Money of Madras as does more Particularly Appear by the Copy of an Account and Bond or Obligation Granted by the above named Defendant to this Deponent or Ballakistnah Moodelliar Annexed to the Bill of Complaint and that the said Defendant has been at the Presidency since the Cause of Action arose

J. Col: Tonyn

Sworn at Madras
this 21st Day of May 1787
Before me
Jas. Call
Mayor

L.S.

Mayor's Court

Mayor's Court at Madraspatnam } { Tuesday the 4th Day of December Anno Domini 1787

Present

James Call Esquire Mayor
Edward Garrow and Sir John Menzies
Aldermen

Between John Colyn Tonyn Major in the Service of the Hon^ble the United Company of Merchants of England Trading to the East Indies and at Present of Fort Saint George Complainant and Verah Swamy Iyer of Audoone but at Present of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Space of Six Months (the time Limitted by his Majestys Charter) is Elapsed since the Return of the Warrant of Sequestration issued Against the Defendants Effects and as the Defendant has not made any Appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Eleven Thousand Two Hundred and Ninety Six Pagodas Thirty One fanams and Twenty Eight Cash (Pag^s 11296.31.28) 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

Filed the 6th October 1787

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Robert Boles of Shivlemoordoo Henry Lindsay of Madras Merchant, stands justly and truly indebted unto Your Orator in the full and just Sum of Two Hundred and Seven Pagodas Thirteen 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 Eighty two Pounds, Eighteen Shillings and three Pence, or thereabouts as does more particularly and at large Appear by the Copies of an Account Current and three Notes of Hand 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, the Originals of which are in the Possession of Your Orators Attorney and Ready to be produced when Your Orators shall by this Hon.ble Court be thereunto Required and Your Orator further Sheweth unto this Hon.ble Court, that he hath frequently and in an Amicable manner Requested payment of the said Sum of Two Hundred and Seven Pagodas Thirteen Fanams and Sixty four Cash from the said Henry Lindsay

But now so it is May it Please this Hon.ble Court that the said Henry Lindsay 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 Henry Lindsay 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

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 and Seven Pagodas, Thirteen Fanams and Sixty four 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 Hon.ble Court to Cause the said Henry Lindsay 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

P. Spencer
Attorney Compl.t

Fort St. George the 6th Day of Oct.r 1787
This Bill was shewn to me in the Days of Adjournment let a Summons issue Returnable the next Court Day
Jn.o Call
Mayor

Dr. Henry Lindsay in Acct. Curr.t with Robert Boles Cr.

1786 Nov.r	19th	To the Amount of Your Three Notes of Hand of this date	255	25	64	1787		By Sundries as P. Your Account	86	38	"
		To a Fuse Sold by You	12	"	"	Sept.	26th	By Ballance Due	207	13	64
		To an Error in Your Account	3	34	"						
1787 Sept.r	26	To Interest on the above from the 1st of Jany. 1787 to this day is 8 ms 26 ds at 12 P C.t Per Annum	22	33	"						
		Pagodas	294	"	64			Pagodas	294	"	64

Fort St. George Sept.r 26th 1787
Errors Excepted
(Signed) Rob.t Boles

A true Copy
P. Spencer
Atty Compl.t

Pags 100 Star

Chivellimoordoo 19th November 1786

On the first Day of January Next I hereby Promise to pay Dr. Mr. Rt. Boles, or his Order One Hundred Pagodas (Star) for Value Received in Cash

(Signed) Henry Lindsay

A true Copy
P. Spencer
Atty Complainant

Pags 100 Star

Chivellimoordoo 19th November 1786

On the first Day of January Next I hereby Promise to Pay Dr. Mr. Rt. Boles or his Order the Sum of One Hundred Pagodas (Star) for Value Received in

(Signed) Henry Lindsay

A true Copy
P. Spencer
Atty Complainant

Pags 55.25.64

Chivellimoordoo 19th November 1786

On the first Day of January Next I hereby Promise to Pay Dr. Mr. Rt. Boles or his Order the Sum of Fifty five Star Pagodas Twenty five fanams and Sixty four Cash, for Value Received in Cash

(Signed) Henry Lindsay

A true Copy
P. Spencer
Atty Complainant

Mayor's Court at Madraspatnam } { Tuesday the 4th Day of December Anno Domini 1787

Present

L.S.

James Call Esquire Mayor
Edward Garrow and Sir John Menzies
Aldermen

Mayor's Court

Between Robert Boles of Chivelimoordoo Complainant and Henry Lindsay of Madras Merchant 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 Two Hundred and Seven Pagodas Thirteen fanams and Sixty four Cash (Pags 207.13.64) 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

Per Cur.

Filed 20th October 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Congapully Vencataramanygooloo of Madras Inhabitant that Congapully Ranganaigooloo also of the same Place Inhabitant stands justly and truely indebted unto Your Orator in the full and just Sum of forty Seven 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 Nineteen Pounds and two Shillings or thereabouts as will More fully and at Large Appear by Copies of a Bond or Obligation and an Account Current thereunto Annexed for the inspection of 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 Amicable Manner requested payment of the said Sum of forty Seven Pagodas and Nine fanams from the said Congapully Ranganaigooloo

But Now so it is May it Please this Honble Court that the said Congapully Ranganaigooloo 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 Congapully Ranganaigooloo may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the

Matters and things therein before set forth and Alledged 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 forty Seven Pagodas and Nine 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 Congapully Ranganaigooloo to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Chas. Inglis
Atty. for the Complt.

Fort Saint George
20th October 1787
This Bill was shewn me in the
day of Adjournment Let a
Summons issue Returnable Next
Court day
Jas. Call
Mayor

Translation of a Bond Dated 6th Auny of Plavanga Year Answering to Anno Domini 16th June 1787

I Conagapully Rangaanaiguloo do give this Bond to Caugapully Vencata Ramanyooloo that is to say

In Consequence of my Urgent Occasion I have this day borrowed and Received of You the Sum of (55) Fifty five Star Pagodas Current Money of Madras which Sum I do hereby engage to repay You on or before the 30th of Paurattansy with all Such Interest as shall or may become Due thereon at the Rate of 12 p Cent p Annum In default of which You are hereby impowered to recover the Money by prosecuting in the Honble the Mayors Court Thus I have given this Bond with my free Will and Consent Witnesses Coacau Vengana Naidoo Coorcauty Veeragavanadoo by their Consent this Bond was Drawn by Manchi Nauz Vencatanaraanah

Witnesses Signed
Coaca Vencanah
Conagaly Veeraraugoo

(Signed) Caugapully Rangaanaiguloo

4th Alpusy of Plavanga Year or 14th October 1787
Received in Part (10) Ten Pagodas

A True Translation as near as can be from the Gentu Language
Rangaanaudoon
Interpreter

A True Copy
Chas Inglis
Atty for the Compt

Dr Caugapully Rangaanaiguloo in Account Current with Caugapully Vencata Ramanyooloo Cr

1787 June	16th	To the Amount of Your Bond bearing this day	55	"	"
Octr	16th	To Interest from 16th June to this day at 12 p Cent p Annum	2	9	"
		Pagodas	57	9	"

1787 Octr	16th	By Cash Received in part	10	"	"
		By Ballance due to this day	47	9	"
		Pagodas	57	9	"

Madras 16th Octr 1787
E. E.
pr Vencataramanyooloo

A True Copy
Chas Inglis
Attorney for the Compt

Filed Nov.r 6 1787

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

Between Canagapully Vencataramanayooloo of Madras Inhabitant Complainant and Canagapully Ranganaijooloo also of the same place Inhabitant Defendant

Canagapully Vencata Ramanyooloo Maketh Oath and saith that the above Named Canagapully Ranganayaloo stands justly and truly indebted unto this Defendant in the full and just Sum of Forty Seven Pagodas and Nine fanams Current Money of Madras being the Balance of an Account Current Arising upon a Bond or Obligation as appears by the Bill of Complaint filed on the Twentyeth October Last

Cha.s Ingles
Attorney for the Compl.t

A True Translation as near as Can be from the Gentoo Language

Ranganaudum
Interpreter

Mayor's Court at Madraspatnam } { Tuesday the 4th Day of December Anno Domini 1787

L.S.

Present
James Call Esquire Mayor
Edward Garrow and Sir John Menzies
Aldermen

Between Congapully Vencataramanayooloo of Madras Inhabitant Complainant and Congapully Ranganaigooloo also 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 forty Seven Pagodas and Nine fanams Pag.s 47 „ 9 „ „ 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

Dep Clerk

Filed 8th Decr 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Myla Eyah Modaliar of Madras Inhabitant that Goorunauda Buttow also of the same place Inhabitant Stands justly and truely indebted unto Your Orator in the full and just Sum of Two hundred and Sixty Nine Star Pagodas Seven 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 Seven Pounds and thirteen Shillings as will more fully and at large Appear by Copies of a 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 in an Amicable manner requested payment of the said Sum of Two hundred and Sixty Nine Star Pagodas Seven fanams and forty Cash from the said Goorunauda Buttow

But now so it is May it please this Honble Court the said Goorunauda Buttow 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 Goorunauda Buttow may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters

Matters and things herein before set forth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were here again repeated and Particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and Sixty Nine Star Pagodas Seven fanams and forty Cash with all such interest as now is or hereafter may become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the Said Goorunauda Buttow to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your 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 St George December 1787

This Bill was Shewn to me in the Days of Adjournment Let a Summons issue Returnable Next Court day

Jas Call
Mayor

Chas Ingles
Atty for the Complainant

Translation of a Bond Dated 5th Chittery of Plavanga Year Answering to Anno Domini 15th April 1787

I Goornauda Button Son of Oudiavany Rammalinga Button do give this Bond to Myla Eyahmodaliar of Madras That is to say

In Consequence of my Urgent Occasion I have borrowed and Received of You the Sum of (250) Two hundred and fifty Star Pagodas Current Money of Madras which Sum I do hereby Engage to repay You on Demand with all such Interest as Shall or may become Due thereon at the Rate of 12 ⅌ Cent ⅌ Annum In default of which You are hereby impowered to Recover it by prosecuting in the Honble the Mayor's Court Thus I have given this Bond with my free Will and Consent Witnesses Congapally Sawmy Naicker and Nyhoondom Comaroo Moodaliar by their Knowledge this Bond was Drawn by Vauliar Anandiar

Witnesses (Signed)

Cungapully Sawmy
and
Comaroo

Signed Goornaudam

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

Ranganaudom
Interpreter

A true Copy
Chas. Ingles
Atty for the Complts.

Dr. { Goornaudom Button in Account Current With Myalah Eyahmoodeliar } Cr.

1787 April	15th	To Amount of Your Bond of this Date	250	"	"	1787 Decr.	5th	By Ballance due to me	269	7	40
Decr.	5th	To Interest on Do. to this day being 7 mo. and 20 ds. at 12 ⅌ Cent ⅌ Annum	19	7	40						
		Pagodas	269	7	40			Pagodas	269	7	40

Fort St. George 5th December 1787
Errors Excepted
⅌

A true Copy
Chas. Ingles
Atty for the Complt.

Mayor's Court at Madraspatnam } { Tuesday the 4th Day of December Anno Domini 1787

Present

L.S.

James Call Esquire Mayor
Robert Ewing and Josias Du Pre Porcher
Aldermen

Mayors Court

Between Myla Eyahmodaliar of Madras Inhabitant Complainant and Goornauda Buttonvales of the same Place Inhabitant Defendant

The Defendant being in Court and Acknowledging

-ledging 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 and Sixty Nine Star Pagodas Seven fanams and forty Cash Star Pagodas 269„7„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

P Cur

Filed the 15th May 1787 in Court

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Paryapaluam Dasor Naick by his Attorney William Rutter of Madras Inhabitant that Vadamoolor Moodeliar Deceased stands indebted unto Your Orator in the full and just Sum of One Hundred and Seventy Star Pagodas Thirty Two 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 Sixty eight Pounds five Shillings and Ten Pence or thereabouts as will more fully and at large Appear by the Copies of a Bond and Agreement as also Copies of an Account and Assignment hereunto Annexed for the Inspection of this Hon.ble 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 Hon.ble Court when Required and Your Orator further Sheweth unto this Hon.ble Court that he hath frequently and in a friendly Manner requested the Payment of

of the said Sum of One Hundred and Seventy Pagodas Thirty Two fanams and Thirty Cash

But now so it is and may it Please this Hon.ble Court the said Vadamalor Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premisses Your Orator Prays a General Relief Such as to this Hon.ble Court shall Appear Agreeable to Equity and good Conscience To The End therefore that the said Vadamaloo may upon his Corporal Oath full true direct and perfect Answer make to all & Singular the Matters and Things hereinbefore set forth and Alledged as fully truly and Effectually to all intents and purposes as if the Same were here again repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Seventy Pagodas Thirty Two fanams and Thirty Cash With all such Interest as now is or shall hereafter become due thereon also Costs of the Suit

May it Please this Hon.ble Court to Cause the said the said Vadamaloo to be Summoned and Required by the Sheriff of Fort S.t 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

S. Popham
Attorney Compl.t

14th May 1787
This Bill was shewn Time between the days of Adjournment Let a Summons issue
Returnable Next Court Day

Translation

Translation of a Bond or Obligation Dated 27th Poorattasee Month in the Year Called Soobaure ollee or 27th September 1782—

I Vencatachellum Mooddelliar Son of Alamarey Kistnah Moodelliar do give this Bond to Dasoo Naick Son of Paryapoliam Augamrappa Naick— That is to say on my Urgent Occasion I have Borrowed and Received of You the Sum of One Hundred and Ten 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 Twelve pr. Cent pr. Annum—

Thus I do give this Bond by my Consent Witnesses Salavaram Sauttam Vencataramier and Ayapaliam Chittyar by their knowledge Drawn by Tambeeham Conicopilly of Namam—

Witnesses (Signed) (Signed) Vencatachallum
Rangapan
Sashiah by the Consent of
Salavaram Vencataramaya

A True Translation as near as Can be from the Malabar Language
Soobaroyan Interpr.

A True Copy
J. Popham

Translation of an Agreement Dated the 12th Pangoonee Month in the Year Called Parapava or 22d March 1787—

I Vadamaloo Son of Alamode Vancatachalah Moodelliar do give this Agreement to Paryapaliam Dasoo Naick that is to Say

On Account of a Bond Executed by my Father According to an Account I promise to pay You the principal and Interest Thus I do Give this Agreement by my Consent Drawn by Palleodatton

Palleodatton Conneapilly of Valleyoor—

The Mark of + Vandamalla

A True Translation as near as can be from the Malabar Language— Soobaroyan Interpr.

A True Copy
J. Popham

Dr. Vadamala the Son of Alamade Vencatachella Moodelliar in Account Current With Paryapaleam Dasoo— Cr.

1782 Septr.	27th	To the Amount of a Bond Executed by Your Father Alamode Vencatachella Moodelliar for which You passed an Agreement since his death	110	"	"	By Ballance due	170	32	30
1787 May	2d	To Interest on Do. from 27th Septr. 1782 to this day being 4 y. 7 m. 5 d. at 12 pr. Cent pr. Annum	60	32	30				
		Pagodas	170	32	30	Pagodas	170	32	30

E. E.
Madras the 2d May 1787

The Mark + of Paryapaleam Dasoo

A true Copy
J. Popham

To all to whom these Presents shall Come Greeting

Whereas Vadamala of Madras Inhabitant the Son of the late Alamode Vencatachala Moodelliar Deceased by the Ballance of an Account bearing date the Second day of May in the Present Year of Our Lord One Thousand Seven hundred and eighty Seven Arising upon a Bond and an Agreement stands indebted unto Paryapaliam Dasoo Naick of the same place Inhabitant in the Sum of One hundred and Seventy Star Pagodas Thirty Two fanams and Thirty Cash Current Money of Madras Now Know Ye that the said Paryapaliam Dasoo for a Valuable Consideration to him in hand paid by William Rutter also of the same place Inhabitant at or before the Sealing and delivery of these presents the Receipt whereof he the said Paryapaliam Dasoo doth hereby Acknowledge he the said Paryapaliam Dasoo hath Assigned and Set over and by these Presents doth Assign and Set over unto the said William Rutter the said Account Bond and Agreement and the Money or Amount Principal and Interest thereupon due and Owing which may become due thereon and all his Right and Interest in and to the same and every part thereof and the said Paryapaliam Dasoo for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth Make Constitute and Appoint the said William Rutter his Executors and Administrators his true and Lawfull Attorney and Attornies Irrevocable for him and in his Name and in the name and Names of his Executors and Administrators but for the Sole and Proper Use and benefit of the said William Rutter his Executors Administrators and Assigns to ask Require Demand and Receive of the said Vadamala his heirs Executors and Administrators the money due or to become due on the said Account and on non Payment thereof

he

he the said William Rutter his heirs Executors and Administrators to sue for and Recover the same and on Payment thereof to deliver up the said Bond or Obligation Agreeable and Account and give Sufficient Release and Discharges thereof and one or more Attorney or Attornies under him to Constitute and whatsoever the said William Rutter or his Attorney or Attornies under him shall Lawfully do in the Premises the said Paryapaliam Dasoo doth hereby Allow and Affirm and the said Paryapaliam Dasoo doth Covenant with the said William Rutter that the said Paryapaliam Dasoo hath not Received nor will Receive the said Money due or become due on the Ballance of the said Account 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 Rutter saving the said Paryapaliam Dasoo harmless of and from any Costs that may happen to him thereby In Witness Whereof the said Paryapaliam Dasoo hath hereunto Set his hand and Seal in Madras this Second day of May in the Year of Our Lord One Thousand Seven hundred and Eighty Seven

Sealed and Delivered
Where no Stampt Paper is to be
had in the Presence of
Chinatomby
Ramasawmy

The Mark + of Paryapaliam (L.S.)
Dasoo Naick

A true Copy

Mayor's Court at Madraspatnam } { Tuesday the 4th Day of December Anno Domini 1787 —

Present —

James Call Esquire Mayor
Robert Ewing and Josias Du Pre Porcher
Aldermen —

L.S.

Mayor's Court

Between Paryapaleam Dalos Naick by his Attorney William Butler of Madras Inhabitant Complainants and Vadamooloo of Madras Inhabitant the Son of the late Alamedoo Vencatachala Moodeliar 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 One — Hundred and Seventy Star Pagodas Thirty two fanams and Thirty Cash Star Pagodas 170„ 32„ 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 —

Per Cur.

Filed the 15th Augst 1787 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Syvar Moolia Moodelliar of Madras Merchant That Richard Johnston of Fort Saint George Esquire stands justly and truely indebted unto Your Orator in the full and Just Sum of Five Thousand Seven Hundred and Fifty three 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 Two Thousand three hundred and One Pounds Six Shillings and Six Pence as do more Particularly and at Large Appear by the Copies of an Account Current and Mortgage Bond or Obligation hereunto Annexed for the Inspection of this Honble Court prayed by Your Orator to be taken as part of this his Bill of Complaint the Originals of which are in the Possession of Your Orators Attorney 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 an Amicable Manner Requested Payment of the said Sum of Five Thousand Seven hundred and Fifty three Pagodas and Fourteen fanams from the said Richard Johnston —

But now so it is 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 therein before

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 Five Thousand Seven hundred and Fifty three Pagodas and fourteen 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 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 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
this 13th Augt 1787—
This Bill was shewn to me in the
Days of Adjournment, Let a Summons
Issue Returnable Next Court Day

Jas. Call
Mayor

P. Spencer
Attorney Complt.

Dr. Richard Johnston Esqr. in Acct. Curnt. With Lyva Mootia Moodelliar — Cr.

			Pags.	fa	Ca				Pags.	fa	Ca
1786 April	15th	To Cash Lent You on Mortgage of Your House and Garden at Vepary payable in Twelve Months	5000	"	"	1787 July	17th	By Ballance Due	5753	14	"
1787 July	17th	To Interest on Ditto to this day being Yr 1 ms 3 Ds 2 @ 12 ₽ Cent ₽ Annum	753	14	"						
		Pagodas	5753	14	"			Pagodas	5753	14	"

Fort St. George 17th July 1787
Errors Excepted
(Signed) R. Johnston

A True Copy
P. Spencer
Atty. Complt.

Know all Men by these Presents that I Richard Johnston of Fort Saint George Esquire Am Held and firmly bound unto Syva Mootiah Moodelliar of Madras Merchant in the Penal Sum of Ten Thousand Star Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Syva Mootiah Moodelliar 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 this Fifteenth Day of April in the Year of Our Lord One thousand Seven hundred and Eighty Six

Whereas the above Bound Richard Johnston hath Borrowed and Received of the above Named Syva Mootiah Moodelliar the full and Just Sum of Five Thousand Star Pagodas Current Money of Madras to bear Interest at the Rate of Twelve per Cent per Annum Payable in Twelve Months from the date hereof and for the more Certain and Effectual Security of the said Syva Mootiah Moodelliar his Heirs Executors Administrators and Assigns I have Mortgaged Transferred Assigned and Set Over, and by these Presents fully and Absolutely Mortgage Assign Transfer and Set Over to the said Syva Mootiah Moodilliar his Heirs Executors Administrators and Assigns all that Mansion or Garden House purchased by me from Bryan Scotney Esquire Situated at Vepery With all and Singular the Offices Land and Appurtenances thereunto belonging or in any Manner Appertaining and I have therewith delivered to him the said Syva Mootiah Moodelliar the Two Original Grants from the Honble the President and Council of Fort Saint George and the Bill of Sale of the Premises from the said Bryan Scotney Esqr. to me Bearing date on the fourteenth Day of this present Month of April One Thousand Seven hundred and Eighty Six

Now the Condition of this Obligation is such that if the above Bound Richard Johnston Pay or Cause to be paid unto the said Syva Mootiah Moodelliar his Heirs Executors Administrators or Assigns the full and just Sum of Five Thousand Star Pagodas Current Money of Madras together with such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

Signed Sealed and Delivered Where no Stamped Paper is to be had In the presence of
Edward Ellis
Neal Mackenzie

Richard Johnston

A true Copy
P. Spencer
Atty Complainant

Filed the 9th Octr 1787

The Answer of Richard Johnston of Fort Saint George Esquire Defendant to the Bill of Complaint of Syva Mootiah Moodelliar of Madras Merchant Complainant

This Defendant Now and at all times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception which May hereafter be had or taken to the many Errors, Uncertainties

Know all Men by these Presents that I Richard Johnston of Fort Saint George Esquire Am Held and firmly bound unto Syva Mootiah Moodelliar of Madras Merchant in the Penal Sum of Ten Thousand Star Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Syva Mootiah Moodelliar 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 this Fifteenth Day of April in the Year of Our Lord One Thousand Seven hundred and Eighty Six

Whereas the above Bound Richard Johnston hath Borrowed and Received of the above Named Syva Mootiah Moodelliar the full and Just Sum of Five Thousand Star Pagodas Current Money of Madras to Annual Interest at the Rate of Twelve per Cent per Annum Payable in Twelve Months from the date hereof and for the more Certain and Effectual Security of the said Syva Mootiah Moodelliar his Heirs Executors Administrators and Assigns I have Mortgaged Transferred Assigned and Set Over, and by these Presents fully and Absolutely Mortgage Assign Transfer and Set Over to the said Syva Mootiah Moodilliar his Heirs Executors Administrators and Assigns all that Mansion or Garden House purchased by me from Bryan Scotney Esquire Situated at Vepery With all and Singular the Offices Land and Appurtenances thereunto belonging or in any Manner Appertaining and I have herewith delivered to him the said Syva Mootiah Moodelliar the Two Original Grants from the Hon'ble the President and Council of Fort Saint George and the Bill of Sale of the Premises from the said Bryan Scotney Esqr. to me Bearing date on the fourteenth Day

Day of this present Month of April One Thousand Seven hundred and Eighty Six

Now the Condition of this Obligation is such that if the above Bound Richard Johnston Pay or Cause to be paid unto the said Syva Mootiah Moodelliar his Heirs Executors Administrators or Assigns the full and just Sum of Five Thousand Star Pagodas Current Money of Madras together with such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

Signed Sealed and
Delivered Where no Stamped Paper
is to be had In the presence of
Edward Ellis
Neal Mackenzie

Richard Johnston

A true Copy
P. Spencer
Atty Complainant

Filed the 9th Octr 1787

The Answer of Richard Johnston of Fort Saint George Esquire Defendant to the Bill of Complaint of Syva Mootiah Moodelliar, of Madras Merchant Complainant

This Defendant Now and at all times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception which May hereafter be had or taken to the many Errors, Uncertainties

Tainties

tainties, Untruths, Insufficiencies and Imperfections in the said Complainants Bill of Complaint Contained for Answer thereunto, or unto so Much of the Complainants said Bill as Concerneth him this Defendant, or in any Manner Material or Necessary for him this Defendant to make Answer unto He this Defendant Answereth and Saith that he this Defendant Would Not have Purchased the Mansion House and Garden &ca of Bryan Scotney Which are Mortgaged to the Complainant had he Not been Assured that the Now Complainant rather Wished to have the Five Thousand Pagodas remain on such Security for so long a time as this Defendant wanted it, for under such Assurances only he this Defendant was induced and did Execute the Bond in Question and Made no Objection to the term of One Year limited for Payment in the said Bond or Written Obligation because he this Defendant placed a Confidence in the Assurances of the said Bryan Scotney and the Now Complainant but had this Defendant Conceived or Suspected that the Complainant would have Deviated from his offer or Engagement he would not have Executed the Deed Copy whereof is Annexed to the Complainants said Bill of Complaint under which Circumstances this Defendant humbly Submits to the Equitable decision of this Honble Court if Judgement ought to pass against him in this Cause and if they are of Opinion that a Decree should be given for the Complainant he this Defendant prays that it may be Under the restriction that Execution is staid for twelve Months or such other reasonable time as to this Honble Court shall appear Agreeable to Law and Equity so as to enable this Defendant to sell the said Premises with Advantage and Not be further distressed

and

and Aggrieved by the Merciless Conduct of the Complainant in the Premises by Exposing his House and Ground to Sale Under the disadvantage of a Sale by the Sheriff

All which Matters and things this Defendant is Ready and Willing to aver Maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most Wrongfully Sustained

Richd Johnston

Sworn to before me
this 8th day of October 1787
Robt Ewing
Alderman

Edward Ellis
Atty for the Defendant

Mayor's Court at Madraspatnam } { Tuesday the 11th Day of December Anno Domini 1787.

Present

L.S.

Mayors Court

James Call Esquire Mayor
Robert Ewing and Josias DuPre Porcher
Aldermen

Between Syoa Mootia Moodelliar of Madras Merchant Complainant and Richard Johnston of Fort Saint George Esquire Defendant

This

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 ye said Account Current and Mortgage Bond or Obligation Annexed The Defendants Answer On Hearing the Pleading Made thereof by the Attorneys and on due Considera=tion 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 Five Thousand Seven Hundred and Fifty three Pagodas and Fourteen fanams or Pagodas 5753. 14. — together with such Interest as now is or shall hereafter become due thereon untill full Payment be made also all Costs of this Suit —

P Cur

Filed 12th Decr 1786 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ramalinga Goorukkel by his Attorney Francis Batchelor of Madras Inhabitant That Zeroplicam Cundapah Graminy also of the same place Inhabitant Stands indebted unto Your Orator in the full and Just Sum of One Hundred and Sixty One Star Pagodas One fanam and Sixty five Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Sixty four Pounds Eight Shillings and three Pence in three

bonds

bonds as will more fully and at Large Appear by the Copies of the Translations of said Bond or Obligation and of said Account Current as also of said Assignment 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 Your Orators Possession and Ready to be produced to this Honble Court when Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly Manner Requested the Payment of the said Sum of One hundred and Sixty One Pagodas One fanam and Sixty five Cash —

But now so it is and may it Please this Honble Court the said Zeroplicam Cundapah Graminy 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 the End therefore that the said Zeroplicam Cundapah Graminy may upon his Corporal Oath full true Direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of One hundred and Sixty One Pagodas One fanam and Sixty five Cash 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 Zeroplicam Cundapah Graminy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras

Madrapatnam 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 –

S. Popham
Atty for Compl.t

Translation of a Bond or Obligation Dated the 3.d Audy Month in the Year Called Paurdeva or Answering to Anno Domini the 13 of July 1765 –

I Teroopliane Cundapah Grammy of Grammey Cast of Madras do give this Bond to Cachalursoovram Cavil Ninnah Gooruckel of the same place – That is to say –

I indebted to You on former Account 24 Pagodas – Afterwards received of You 16 Pagodas Interest on the former Sum 8 Pagodas in all Amounting to 48/forty Eight Pagodas Which Sum I promise to pay without any dispute on or before the 23 August Next with such Interest as may become due thereon at the said Payment then I bind myself to Mortgage the Gold and Silver Toys for the said Sum – Thus I do give this Bond by my Consent Witnesses Puttipully Canagyanaiker and Yagapah Grammy by their Knowledge drawn by Mylapun –

(Signed) Cundapen –

Pay the said Sum to Ramalinga Gooruckel 28 January 1772
Signed Ninnaya

1785 June 27th	Received in part		2 " "
July 13th	D.o	D.o	2 " "
1786 May 22	D.o	D.o	8 " "

A True Translation as

---

as Near as can be from the Malabar Language

Soobaroyam
Interpr.

A true Copy
S. Popham

Dr. Teroopliane Cundapah Grammey in Account Current With Ramalinga Gooruckel Cr.

1765 July	13th	To the Amount of Your Bond or Obligation of this date to Ninnoo Gooruckel which was Endorsed to me on the 28 Jan.y 1772	48	"	"	1785 June	27th	By Cash paid to me by You this day in part	2	"	"
						July	13th	By D.o D.o D.o	2	"	"
						1786 May	22	By D.o D.o D.o	8	"	"
May	25	To Interest on D.o from 13 July 1765 to this Day being 21 y.s 9 m.s 12 d.s @ 12 P Cent P Annum	125	21	15	1786 May	25th	By Interest from their respective dates to this day at 12 P Cent P Annum ms. ds. far. Cs. On Pag.s 2 " " for 11 2 – x – 10 " " On D.o 2 " " for 8 25 " – " 8 60 On D.o 8 " " for " 4 " – " " 50	"	19	30
									12	19	30
								By Ballance due	161	1	65
		Pagodas	173	21	15			Pagodas	173	21	15

Madras 25 May 1786
E. E. ʃ [illegible]

A true Copy
S. Popham

To all to whom these Presents shall come Greeting

Whereas Teroopticane Cundapah Gramminy of Madras Inhabitant did on or about the Thirteenth Day of July which Was in the Year of Our Lord One Thousand Seven hundred and Sixty five Execute a Bond or Obligation unto Cachaleeswaran Coil Veenall Goorukel late of Madras Inhabitant for the Sum of Forty Eight Star Pagodas with Interest After the Rate of Twelve per Cent per Annum payable on the Twenty fifth Day of August in the said Year One Thousand Seven hundred and Sixty five Which said Bond was on the Twenty Eighth Day of January Which was in the Year of Our Lord One Thousand Seven hundred and Seventy Two Endorsed over unto Ramalinga Goorukel of Madras Inhabitant and whereas the said Ramalinga Goorukel hath Since Received from the said Teroopticane Cundapah Gramminy the Sum of Twelve Pagodas in three Different Payments as by the Said Bond and the Endorsement thereon may Appear and Whereas it Appears by the Ballance of an Account Current made up to the Twenty fifth Day of May in this present Year of Our Lord One Thousand Seven hundred and Eighty Six that the said Teroopticane Cundapah Gramminy stands Indebted unto the said Ramalinga Goorukel in the Sum of One hundred and Sixty One Pagodas One fanam and Sixty five Cash — Now Know ye that the said Ramalinga Goorukel for a Valuable Consideration to him in hand paid by Francis Batchelar of Madras Inhabitant as or before the Sealing and Delivery of these presents the receipt Whereof is hereby Acknowledged he the said Ramalinga Goorukel hath Assigned and Set over and by these presents doth Assign and Set over unto the said Francis Batchelor the said Bond and Account Current and the Money or Amount Principal and Interest thereupon Due and owing and which may become Due thereon and all his Right and Interest of in and to the same and every part thereof and the said Ramalinga Goorukel for the Consideration aforesaid Hath made Constituted

Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Francis Batchelor his Executors and Administrators his true and Lawfull Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the sole and proper use and benefit of the said Francis Batchelor his Executors Administrators and Assigns to ask Request Demand and Receive of the said Teroopticane Cundapah Gramminy his heirs Executors and Administrators the Money Due or to become Due on the said Bond and Account Current and on non Payment thereof he the said Francis Batchelor his heirs Executors Administrators and Assigns to sue for and Recover the Same and on payment thereof to Deliver up the said Bond or Obligation and Account Current and give Sufficient Releases and Discharges thereof and One or more Attorney or Attorneys under him shall Lawfully doe in the premises he the said Ramalinga Goorukel doth hereby allow and affirm and that he the said Ramalinga Goorukel doth Covenant with the said Francis Batchelor that he the said Ramalinga Goorukel hath not Received Nor Will Receive the said Money or to become Due on the said Bond and Account Current or any Part thereof neither shall or will Release or Discharge the same or any part thereof but will own and allow of all Lawfull proceeding for the Recovery thereof he the said Francis Batchelor saving the said Ramalinga Goorukel Harmless of and from any Costs that may Happen to him thereby In Witness Whereof he the said Ramalinga Goorukel hath hereunto Set his hand and Seal in Madras aforesaid This Seventeenth Day of June in the Year of Our Lord One Thousand Seven hundred and Eighty Six

ராமலிஙககுருககள ஒபபம

(LS)

Signed Sealed and Delivered
Where no Stampt Paper is to be had
in the presence of
Vencatakistnah
Cunnatomby

A True Copy
S. Popham

Mayor's Court at Madraspatnam } { Tuesday the 18th Day of December Anno Domini 1787

Present

L.L.

James Call Esquire Mayor
Edw.d John Holland George Savage
and Andrew Ross Aldermen

Mayor's Court

Between Ramalinga Goorakill by his Attorney Francis Batchelor of Madras Inhabitant Complainant and Teroopliacane Cundapah Gramminy Also 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 One hundred and Sixty One Star Pagodas One fanam and Sixty five Cash Pagodas 161.1.65 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

Per Cur

Filed 31st October 1787

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Michael Lascelles by his Attorney John Tulloh of Fort Saint George Merchant That Thomas Weston as endorser of the Bill of Exchange of John Parker stands justly and truly indebted unto Your Orator in the full and just Sum of Two Hundred and four Pagodas Seventeen fanams and Sixteen Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eighty One Pounds Fifteen Shillings and four Pence as does More Particularly and at Large Appear by the Copies of the said Bill of Exchange, Protest, Account Current and Power of Attorney hereunto Annexed for the Inspection of this Hon.ble Court the Originals of which are in the hands of Your Orator's Attorney and ready to be Produced when required all of 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 four Pagodas Seventeen fanams, and Sixteen Cash from the said Thomas Weston

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 Rule Issue Directed to this Hon.ble Court shall Appear

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 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 further that the said Thomas Weston may be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred and Four Pagodas Seventeen fanams, and Sixteen Cash 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 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 pre=fixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet —

P. Spencer
Atty Complainant

Fort St. George
this 31st day of October 1787 —
This Bill was shewn to me in the days of Adjournment Let a Summons Issue Returnable the next Court Day —
Jas. Call
Mayor

£60 Sterling — Madras Septr 16th 1784 —

Sir

At thirty One Days Sight Please to pay this My Second of Exchange the first & third of Same tenor and date Not being paid to Mr Henry Lindsay or Order the Sum of Sixty pounds Sterling Value received by

Richard Burke Esqr Sir
Ennis
Your Humble Servant
John Burke

To be paid at Mr Christopher Reads Mercht Limerick

Henry Lindsay

Thos Weston

Pay to Michael Lascelles Esquire or Order Value received of Mr Rowley Lascelles —

A true Copy
P. Spencer
Attorney Complt

Dr Sir

I have drawn a bill on You for Sixty Pounds in favor of Mr H. Lindsay Mercht in Madras Which I request You Will be pleased to honor Same

Sir Yours Very Affectly
John Burke

Madras
Septr 16th 1784
Richard Burke Esqr Ennis —

A true Copy
P. Spencer
Atty Complt

SD
3.6
Quire

Madras Septr. 16th 1784

£60 Sterling

Copy

At Thirty One days Sight Please to pay Mr. Henry Lindsay or Order this my first of Exchange (the Second and Third of same Tenor and date Not being paid) the Sum of Sixty pounds Sterling Value Received by Sir

Richard Burke Esqr.
Ennis

To be paid at Mr. Christopher
Meades Merchant
Limerick

Yr. Hble Servant
John Burke

(Indorsed) H. Lindsay
Thomas Weston
Pay Micl. Lascelles Esqr. or Order Value
Recd. of Mr. Rowley Lascelles
Micl. Lascelles

Know all Men by these presents that I Joseph Holland Notary and Tabellion Public Residing in the City of Limerick in the Kingdom of Ireland and by law full Authority duly Admitted and Sworn on the third day of May One Thousand Seven hundred and Eighty five Did present the Original bill Whereof the Above is a true Copy for paymt. to Mr. Christopher Meade where the same is Made payable, who gave for Answer that no provision was Made or left with him for the payment of Said bill, Wherefore I the said Notary Do hereby Protest the Said Bill for Nonpayment at the City of Limerick aforesaid the day and Year aforesaid

s. d.
Cost 5. 5.

L.S.

Which I Attest
Jos Holland Noty. Public

A True Copy
P. Spencer
Atty Compt.

Dr. Thomas Weston in Account Current With Michael Lascelles Cr.

1784 Septr.	16	To the Amount of a Bill of Exchange drawn by John Burke in favor of Henry Lindsay Upon Richard Burke Esqr. for 60 £ and Henry Lindsay indorsed over to You, and indorsed over by You to me	130	"	"	1787 Octr.	11	By Balance Due	204	17	16
1787 Octr.	11	To Interest on Do. from 7th Octr. 1784 to this day is 2 y. 11 m. 24 d. @ 12 p Ct. p Annum	53	32	16						
		To Cost of the Protest	"	31	"						
		Pagodas	204	17	16			Pagodas	204	17	16

Fort St. George 11th October 1787
E. E.

(Signed) J. Tulloh Attorney
to Rowley Lascelles who is
Attorney to
Michael Lascelles

A True Copy
P. Spencer
Atty Compt.

Know all Men by these Presents that Whereas Michael Lascelles of Salisbury Street in the parish of Saint Martin in the Fields and County of Middlesex in Great Britain Wine Merchant Did in and by Virtue of a Certain Letter of Attorney under his hand and Seal duly Executed and Attested and bearing date the Twentieth day of May in the Year One Thousand Seven Hundred and Eighty two Make Ordain Constitute and Appoint and in his place and Stead put Mr. Rowley Lascelles of Madras in the East Indies Gentleman and Patrick Allen late of London but at Present of Calcutta in the East aforesaid Gentleman Jointly and Severally his true and Lawfull Attornies for him and in his Name and to his use to Ask demand Sue for recover and Receive from every person or persons whatsoever whom it shall or may Concern all Such Sum and Sums of Money Assets and Effects of every kind Whatsoever and to have use and take all lawful ways And Means in his Name or otherwise for recovery thereof by Attachment Arrest Distress or Otherwise and to Agree and Compound for the Same and Acquittances or Other Sufficient Discharges for the same for said Michael Lascelles and in his Name from time to time to make Seal and deliver and Attorneys One or More under them for the purposes aforesaid to Make and at their Will and pleasure to Revoke hereby Ratifying and Confirming all and Whatsoever his said Attorneys or their Substitute or Substitutes Should Legally do or Cause to be done in or about the premises by Virtue of the said Power or letter of Attorney as in and by the same Relation being had, Will fully Appear Now Therefore I the said Rowley Lascelles by Virtue and in pursuance of the Authority Given and Granted To me In and by the said recited Power or Letter of Attorney (the said Patrick Allen being Absent from Madras and residing Now in Calcutta) Have made Ordained Constituted and Appointed and by these presents do Make Ordain Constitute and Appoint Robert Ewing, Job Bulman and John Tulloh Esquires of Madras in the East Indies my Substitute and Substitutes (but Revokable Nevertheless) to Act do Execute and perform all and Singular Such Lawful and Reasonable Acts Matters and things as we are Impowered to do in And by Virtue of the said recited Power or Letter of Attorney so given and Granted unto me the said Rowley Lascelles by the said Michael Lascelles as aforesaid — In Witness Whereof I the said Rowley Lascelles hath hereunto Set my Hand and Seal the Twelfth day of October in the Year of Our Lord One Thousand Seven hundred and Eighty five, and in the Twenty Sixth Year of the Reign of Our Sovereign Lord George the Third by the grace of God of Great Britain France and Ireland King Defender of the Faith and So forth

Sealed and Delivered Where no
Stamps are used in the presence of — Rowley Lascelles (L.S.)
M: Corbet
Pat: Scott

A true Copy
P. Spencer
Atty Complt.

Mayor's Court at Madraspatnam } { Tuesday the 18th Day of December Anno Domini 1787

L.L.

Present—

James Call Esquire Mayor
Edw.d John Holland—George Savage and
Andrew Ross—Aldermen—

Mayor's Court

Between Michael Lascelles by his Attorney John Tulloh of Fort Saint George Merchant Complainant and Thomas Weston of the Same Place Merchant Defendant—

It Appearing by the Records of this Court that the Usual Rules having 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 Four Pagodas Seventeen fanams and Sixteen Cash Pagodas 204.17.16 Together with all Such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

P Cur

Filed in Court 16th Octr 1787—

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Noodurupauty Pauyiah of Madras Inhabitant That Canacapully Runganaicoolo of the Same Place Inhabitant stands indebted unto Your Orator in the full and just Sum of One Thousand Two hundred and Four Pagodas Ten 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 Four Hundred and Eighty One Pounds Thirteen Shillings and Eleven Pence or thereabout as will More fully and at Large Appear by the Copies of an Agreement and of an Account Current hereunto Annexed for the Inspection of this Hon.ble Court and which are 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 when Required and Your Orator further Sheweth unto this Hon.ble Court that he hath frequently and in a friendly Manner, Requested the Payment of the Sum of One Thousand Two hundred and four Pagodas Ten fanams and Twenty Cash—

But Now so it is and may it please this Hon.ble Court the said Canacapully Runganaicoolo Obstinately and wilfully Refuses to pay the same or to Give Your Orator any manner of Satisfaction touching the Premises Your Orator Prays a General Relief such as to this Hon.ble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore, that the said Canacapully Runganaicoolo May upon his Corporal Oath

Dr — Canacapully Rungamaicooloo in Account Current With Nudooroopautey Paupiah — Cr

1787 Jany	3d	To the Amount of the Execution issued from the Honble the Mayor's Court against You dated	1021	4	40
May	24	To Interest on Do to this day being 4m 21ds at 12 per Cent	48	21	"
Attested Order of Court 13th Decr 1787 James Taylor Regr		To Costs until the Execution — 36.22 Additional Charges on the Execution 13.6	49	28	"
		To Sheriff's Commission and fees	75	2	60
		Pagodas	1,204	10	20
1787		To the above Ballance	2	10	20
Jany	27th	To the Amount of Your Agreement of this date	24	"	"
Septr	22d	To Interest on Do from 16th Octr 1785 being the Tenor of Your Agreement to this day @ 12 per Cent	5	26	54
		Pagodas	31	36	74

1787 May	24	By the Amount of Sale of the House Sold by the Sheriff	1060			
		By Jewels Do	142	1202	"	"
		By Ballance		2	10	20
		Pagodas		1204	10	20

Madras 22d September 1787
Errors Excepted

A True Copy
J. Popham

Mayor's Court at Madraspatnam } { Tuesday the 18th Day of December Anno Domini 1787 —

Present —

James Call Esquire Mayor
Edwd John Holland — George Savage and
Andrew Ross — Aldermen —

L.S.

Mayor's Court

Between Nodooroopauty Paupiah of Madras Inhabitant — Complainant and Canacapully Rungamaicooloo 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 One Thousand Two hundred and Four — Pagodas Ten fanams and Twenty Cash (Pags 1204.10.20) Together with all Such Interest as now is or shall hereafter become Due thereon until full Payment is made also — all Costs of this Suit

Per Cur

Filed the 19th May 1787.

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of Ranganadah

Sheweth

That your Petitioner understands the Office of Interpreter to this Honble Court is likely to become vacant by the Resignation of Soularoyen the present Interpreter.

Your Petitioner therefore humbly prays to be appointed as Interpreter and promises in case he shall be Nominated there to that he will act faithfully in the execution of his Duty.

Your Petitioner humbly Submit that the present Allowance to the Interpreter is not Adequate to the Office and therefore humbly hopes this Honble Court will be pleased to grant an Encrease thereof.

And your Petitioner as in Duty bound will ever pray &a &c.

Madras May 19th 1785.

Ranganaud

Filed the 6th Feby 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Michel Bernard by his Attorney Antony Bernard of Madras Inhabitant that Zachariah Polock of the Same Place Merchant Stands Indebted unto Your Orator in the full and just Sum of Two Hundred and five Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Eighty two Pounds as will more fully and at large Appear by Copy of an Account Current and also by Copy of a Bond or Obligation Given and Granted unto Your Orator on the Fifteenth day of November One Thousand Seven hundred and Eighty five by the Said Zachariah Polock 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 Two Hundred and five Pagodas from the Said Zacharia Polock

But now so it is May it Please this Honble the Said Zachariah Polock 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 Zachariah Polock may upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things hereinbefore Set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred and five Pagodas together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Zachariah Polock 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

Hy Du Puy
Attorney Complainant

Dr. Zachariah Polock in Account Current With Michel Bernard Cr.

1785 Novr	15th	To the Amount Principal of Your Bond or Obligation of this date payable in Six Months from the date thereof	200	"	"	By Cash Received on Account of Interest	24	"	"
						By Ballance	205	"	"
							209	"	
1787 Jany	31st	To Interest on Do. from the 15th Novr 1785 to this day is 1 Yr 2 ms 15 days @ 12 per Cent per Annum	29	"	"				
		Pagodas	229	"	"	Pagodas	229	"	"

Madras 31st Jany 1787
E. E.
Antonia Bernard
Atty to Michel Bernard

A true Copy
Hy Du Puy
Atty Compt.

Know all Men by these Presents that I Zacharia Polack of Madras Merchant held and firmly bound unto Michel Bernard of the same Place Inhabitant in the Penal Sum of Four Hundred Star Pagodas to the Payment whereof well and truly to be Made to the said Michel Bernard 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 Fifteenth day of November in the Year One Thousand Seven Hundred and Eighty five

Whereas the Above bound Zachariah Polack hath borrowed and Received of the Above Named Michel Bernard the full and just Sum of Two Hundred Star Pagodas to run at interest at the Rate of Twelve per Cent per Annum payable in Six Months from the Date hereof

Now the Condition of this Obligation is Such that if the above bound Zachariah Polock his heirs Executors, Administrators or Assigns, shall well and truly pay or Cause to be paid unto Michel Bernard or his heirs 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 Stampd is to be had
in the Presence of
Robt. Wall

Z. Polock (L.S.)

True Copy
Hy. Du Puy
Atty. Compts.

Filed 21st Feby 1787

In the Honble the Mayor's
Court at Madraspatnam

Between Michel Bernard
by his Attorney Antonio Bernard of
Madras Inhabitant Complainant
and Zachariah Polock of the same
Place Merchant Defendant

The above Named Antonia Bernard maketh Oath and Saith that the above named Defendant Stands justly Indebted unto him this Deponent as Attorney as aforesaid in the full and just Sum of Two hundred and five Pagodas Current Money of Madras Being the Balance of an Account Current dated the thirty first of January in this Present Year of Our Lord One thousand Seven Hundred and Eighty Seven Arising upon a Bond or Obligation given and granted by the said Defendant to the said Michel Bernard on the Fifteenth day of November One Thousand Seven Hundred and Eighty five both are Annexed unto this Deponents Bill of Complaint

Filed 20th March 1787

The General Answer of
Zachariah Polack of Madras Merchant
Defendant to the Bill of Complainant of
Michael Bernard by his Attorney
Antonia Bernard of Madras Inhabitant

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 Errors Uncertainties Insufficiences and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as he is Advised Doth Materially concern him to make Answer unto he this Defendant Answereth and Saith that he Absolutely denies to stand Indebted unto the said Complainant in Manner as the same is Charged in the said Bill of Complaint

All Which Matters and things this Defendant is Ready and Willing to Verify Maintain and prove as this Hon.ble Court shall direct and humbly Prays to be hence Dismissed With his Reasonable Costs and Charges in this behalf most Wrongfully Sustained

Sworn to before Me
this 20th March 1787
Jas. Call
Mayor

Z. Polack

J. Walker
Defend.t Atty

Filed the 1st May 1787

The Replication of
Michael Bernard by his Attorney
Antonia Bernard of Madras
Inhabitant Complainant to the
General Answer of Zachariah
Polack of the same Place Merchant
Defendant

This Repliant Now and at all Times hereafter Saving and Reserving to herself all and all manner of Benefit and Advantage of Exception to the many Errors Untruths uncertainties and Imperfections in the Defendants said Answer Contained for Replication thereunto Saith that her Bill of Complaint and all and Singular the Matters and things in and by her said Bill of Complaint Already Saith she will aver, Justify, Maintain and prove to be Good Certain, and Sufficient in the Law to be Answered unto by the said Defendant in Such Manner and form as the same are therein and thereby Set forth and Declared and that the Answer of the said Defend.t is Very untrue and altogether Insufficient in the Law to be by this Repliant Replied unto, for divers manifest Imperfections and Uncertainties therein Contained, and Saith that the Defendant doth Stand justly and truly indebted unto this Repliant as Attorney as aforesaid in the full and just Sum of Two Hundred and five Pagodas as the Same is stated to Arise upon the Bond or Obligation, Copy of Which is Annexed unto the said Bill of Complaint, And this Repliant Saith that it is a Scandalous abuse of Justice in the Defendant to deny his Owing the said Money which he well knows to be Due and owing by him to her Husband Michael Bernard

The

the Defendant having frequently Acknowledged the Same under his hand Writing and otherwise and Particularly by five Letters in the hand Writing of the Defendant and wrote by him in Answer to the Demands of Payment made by this Repliant Copies whereof Marked No. 1. 2. 3. 4. and 5. Are hereunto Annexed and prayed to be Admitted as part of this her Replication, the Originals whereof Are in this Repliants Possession and Ready to be produced when Required — And this Repliant Saith that her Demand being so just and having a power of Attorney to Receive the same as the Defendant well knows, and Which she is Willing to Produce if disputed or Required she is Surprized that the Defendant should evade the Payment thereof upon Principles so daringly Contrary to truth and justice which this Repliant hopes will be Noticed in that Manner a Conduct of that Nature deserves at the hearing of this Cause —

All Which Matters and things this Repliant is Ready and Willing to aver Maintain and prove as this Honble Court shall direct and Most humbly Prays as in and by her said Bill of Complaint she hath Already Prayed —

Hy. Du Puy
Atty Repliant

No. 1

Mrs. Barnard
Madam

I have Received Your Note and am exceeding Sorry it is not in my Power to Comply with the Same immediately

---

I expect Some Cash Soon the Moment I Receive it Depend I will Settle With You —

June 19th 1786 Madam
Your Obt. St.
Z. Polack

True Copy
Hy. Du Puy
Atty Replt.

No. 2

Mrs. Barnard
Madam

I should have Answered Your Note Yesterday but Was Waiting for Some Money which I was to Receive but have since been disappointed I expect Some Money Very Soon, the Moment it Comes depend I will Send to You — if a Bill on Bengal will be of any Service I will give You One in favor of Your Husband —

Septr. 1st 1786 — Madam
Your Obt. St.
Z. Polack

True Copy —
Hy. Du Puy
Atty Replt.

Mrs. Barnard No. 3.
Madam

I would have Answered Your first Letter but Could not with any Satisfaction to Your Self — I am trying Very hard to Raise Money to Settle with You tho when I gave Your Husband my Bond he promised he would Not Distress me when it became due by reason he well know that I obliged him in the Business for I Received no Cash from him only a Bond from a Certain Gentleman here which was Due to Mr. Barnard Nevertheless You may Depend the Moment I am in Cash will Settle or will give You a Bill on Bengall for the Amount, I must beg You Will not Put me to Unnecessary Expences as that will not get the Money the Sooner

I am Madam

Your Obt. St.

Z: Polack

True Copy

Hy. Du Puy

Atty. Replt.

No. 4

Mrs. Barnard

Madam

Yesterday received Your Note and must beg to Observe to You that I now am in Daily Expectation of Receiving Money and the Moment I do and will Send it to You but in Two or Three Days I assure You it will be out of my power to give You any, and hope You will not put me to Unnecessary Expence

I remain

Madam

Your Obt. humble Servant

Z: Polack

True Copy

Hy. Du Puy

Atty. Replt.

No. 5

Mrs. Barnard

Madam

Received Your Note in Answer to the Same I Must in the first Place Acquaint You that the Bond I Granted to Your Husband was not for Money Received but on Account of

a

a Business we transacted and in which I Much Served him at which time he promised not to Distress me when Desired as it was not in My power to pay it and as that is the Case I now request You will be so good as to Renew the Bond for Six Months longer at which time I am Certain I shall be able to Settle the Business if that is not Convenient I will When You proceed for Bengal give You a Bill on my Attornies this is the only Mode I can point out at present to Settle

I Remain

Madras
12th Jany. 1787

Madam

Your Obt. St.

Z: Polack

True Copy

Hy. Du Puy

Atty. Replt.

Filed 22d May 1787

The General Rejoinder of Zachariah Polack of Madras Inhabitant to the Replication of Michael Barnard by his Attorney Antonia Barnard of the Same Place Inhabitant

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 and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto Saith that he will aver maintain and prove all and Singular the Matters and Things Contained in this Defendants Answer to be good

Certain

Certain true and Sufficient in the Law to be Replied unto in Such Manner and form as the Same is therein Set forth and that the said Replication is Very untrue and insufficient for this Defendant to make any further or other Answer thereto except What he hath before in his Answer Set forth

All which Matters and things this Defendant is ready and Willing to Verify maintain and Prove as this Honble Court shall direct and humbly Prays as in and by his said Answer he hath Already Prayd

P. Walker
Atty for Defendant

Interrogatories to be Administred 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 Madraspatnam Wherein Michael Bernard by his Attorney Antonia Bernard of Madras Inhabitant is Complainant and Zachariah Polock of the same Place Merchant is Defendant

On the Part and Behalf of the Complainant

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

To Robert Wall and Abraham Angel } 2d. Look at the Deed or Writing now shewn to You at the time of Your Examination Marked with the Letter A. and Purporting to be a Bond or Obligation from the Defendant unto the Complainant for the Sum of Two Hundred Star Pagodas? Was such Deed or Writing Signed Sealed and Delivered in Your Presence and by whom? Were You a Subscribing Witness to the Execution and delivery thereof? and is Your Name sett as a Witness thereto of Your Own hand Writing? Do You know the hand Writing of the other Witness thereto? And is the Name of such Witness of the Proper hand Writing of Such Witness? and Did You see him Sett his Name as a Subscribing Witness thereunto Set forth the same According to the best of Your knowledge Remembrance and belief

To all the Witnesses } 3d... 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 or Advantage of the Complainant If Yea Declare the same as You know have heard, or do believe together with the Reasons of Such Your Belief

Hy Du Puy
Atty Complainant

Know all Men by these Presents, that Zachariah Polack of Madras Merchant held and firmly bound unto Michel Barnard of the same Place Inhabitant in the Penal Sum of Four Hundred Star Pagodas to the payment whereof well and truly to be Made to the Said Michel Bernard his heirs Executors, Administrators, or Assigns I do hereby bind my Self my heirs, Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Madras this Fifteenth day of November in the Year One thousand Seven Hundred and Eighty five

Whereas the above bound Zachariah Polack hath borrowed and received of the above Named Michel Bernard the full and just Sum of Two Hundred Star Pagodas to run at interest at the Rate of Twelve per Cent per Annum Payable in Six Months from the date hereof

Now the Condition of this Obligation is Such, that if the above bound Zachariah Polack his heirs, Executors, Administrators, or Assigns, shall well and truly pay or Cause to be paid unto Michel Bernard or his heirs, 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

Z. Polack (L.S.)

Signed, Sealed and Delivered
Where no Stamped paper is to be had
in the Presence of
Robt. Wall

This Exhibit Marked A. Was shewn to Robert Wall at the time of his Examination before me on the Part of the Complainant in a Cause depending in the Honble the Mayor's Court at Madraspatnam Wherein the said Michel Barnard by his Attorney Anthonia Bernard is Complainant and Zachariah Polock is Defendant On the 2d Day of July Anno Domini 1787

J. Chase
Examiner

Mayor's Court at
Madraspatnam } Between Michael Bernard by his Attorney Antonia Bernard of Madras Inhabitant Complainant and Zachariah Polock of the same Place Merchant Defendant

On the Part of the Complainant

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

Robert Wall of Fort St. George Serjeant Major Aged 38 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the 2d Day of July 1787. Signified at the Office of Mr. Peter Walker who is Attorney for the Defendant by Vincatachellum my Servant who also left him a

Note

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 Michael Bernard in this Cause and that he hath so known him Seven Years or thereabouts and that he doth know the Defendant Zachariah Polack in this Cause and that he hath so known him four Years or thereabouts and more saith not to this Interrogatory

2d .... To the Second Interrogatory this Deponent saith, that upon Looking at the Deed or Writing now shewn to him Marked **A**. he believes his Subscription thereto as a Witness is his own Proper hand Writing. but his Memory being at that time imperfect from his being affected with a disorder in his head he does not now recollect the Circumstance of his having put his Name to the paper in Question or of the Execution and delivery of the Bond nor does he remember that the other Witness Subscribed thereto — And more saith not to this or the last Interrogatory

J. Chase
Examined

Robert Wall

Mayor's Court at Madraspatnam } Tuesday the 20th Day of November Anno Domini 1787

Present

L.S.

James Call Esquire Mayor
Edwd John Holland and Andrew Ross
Aldermen

Between Michel Bernard by his Attorney Antonio Bernard of Madras Inhabitant Complainant and Zachariah Polack of the same place Merchant Defendant

Filed 31st March 1787

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vencata Kistnama Naik of Madras Inhabitant by his Attorney Francis De Souza of the same place Inhabitant That Paunny Chitty Aroonachella Chitty also of the same place Inhabitant Stands Justly and Truely indebted unto Your Orator in the full and just Sum of Seven hundred and Two 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 Two hundred and Eighty Pounds and Sixteen Shillings or thereabouts as will more fully and at large Appear by the Copies of the Translation of a Bond or Obligation Account Current and of an Assignment with Power of Attorney 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 Attornies Possession and Ready to be produced to this Honble Court whenever 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 Paunny Chitty Aroonachella Chitty of the said Sum of Seven hundred and Two Pagodas

But now so it is May it Please this Honble Court that the said Paunny Chitty Aroonachella Chitty Obstinately and

Filed 31st March 1787

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vencata Kistnama Naik of Madras Inhabitant by his Attorney Francis DeSouza of the same place Inhabitant That Pauney Chitty Aroonachella Chitty also of the same place Inhabitant Stands Justly and truely indebted unto Your Orator in the full and just Sum of Seven hundred and Two 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 Two hundred and Eighty Pounds and Sixteen Shillings or thereabouts as will more fully and at large Appear by the Copies of the Translations of a Bond or Obligation Account Current and of an Assignment with the Power of Attorney 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 Attornies Possession and Ready to be produced to this Honble Court whenever 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 Pauney Chitty Aroonachella Chitty of the said Sum of Seven hundred and Two Pagodas

But now so it is May it Please this Honble Court that the said Pauney Chitty Aroonachella Chitty Obstinately and

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 Saumy Chitty Aroonachella 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 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 Seven hundred and Two 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 Saumy Chitty Aroonachella 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 thereon as to this Honble Court shall Seem Meet.

P. Walker
Atty for Complt

This Bill was shewn to me between the Days of Adjournment Let a Summons Issue Returnable next Court Day March 31st, 1787

Jas Call
Mayor

Translation of a Bond or Obligation Dated 6th of Audy Month in the Year Called Soobacroodoo Answering to Anno Domini 16th July 1782

I Saumy Chitty Aroonachella Chitty of Madras do give this Bond to Madalala Vencata Kistnama Naik of the same place That is to Say

Owing Urgent Occasion have borrowed and Received of You the Sum of (450) four hundred and fifty Star Pagodas Current Money of Madras which Sum I Promise to pay You on Demand with such Interest as may become Due thereon @ the Rate of 12 ℘ Cent ℘ Annum Thus I do give this Bond by My Consent Witnesses Annau Sawmy Eyer of Triplacane and Aroomooga Chitty by their Knowledge Drawn by Vencatachella Pillay a Conicoply

(Signed)
Aroonachellum

Witnesses
Magamay Aroomooga Chitty
Auna Sawmy

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

Soobaroyan
Intr

A true Copy
P. Walker
Atty for Complt

Dr. Jauney Chitty Aroonachella Chitty in Account Current with Vencata Kistnama Naik Cr.

			Pagodas						Pagodas		
1782 July	16th	To Amount of Your Bond or Obligation of this Date for	450"	"	"	1787 March	16th	By Ballance Due	702"	"	"
1787 March	16th	To Interest on Do. from 16th July 1782 to this Date being 4 Years and 8 Months @ 12 ₱ Cent ₱ Annum	252"	"	"						
		Pagodas	702"	"	"			Pagodas	702"	"	"

Madras 16th March 1787
Errors Excepted &c.

A true Copy
J. Walker
Atty. for Complainant

To all People to whom these Presents shall Come Greeting Whereas Jauney Chitty Aroonachella Chitty Late of Madras Inhabitant Hees in and by the Ballance of an Account Current bearing Date the Sixteenth Day of March in the Present Year of Our Lord One thousand Seven hundred and Eighty Seven Arising upon a Certain Bond or Obligation bearing Date the Sixteenth Day of July in the Year One Thousand Seven hundred and Eighty two Stand indebted unto Vencata Kistnama Naik of the Same Place Inhabitant in the Sum of Seven Hundred and Two Star Pagodas Current Money of Madras as by the said Account Current and the Bond or Obligation May fully Appear Now Know Ye that the said Vencata Kistnama Naik for a Valuable Consideration to him in hand Paid by Francis DeSouza of Madras aforesaid Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof the said Vencata Kistnama Naik Doth hereby Acknowledge he the said Vencata Kistnama Naik hath Assigned and Set Over and by these Presents Doth Assign and Set over unto the Said Francis De Souza the said Bond or Obligation and Account Current and the Money thereupon Due and owing and which May become Due and Owing thereon and all his Right and Interest of in and to the Same and every part thereof and the said Vencata Kistnama Naik for the Consideration aforesaid hath made Constituted and Appointed and by these Presents Doth make Constitute and Appoint the said Francis De Souza his Heirs Executors Administrators and Assigns his true and Law full Attorney or Attornies Irrevocable for him and in his Name and in the Name and

Names

Names of his heirs Executors Administrators and Assigns but for the sole and Proper use and Benefit of the said Francis De Souza his heirs Executors Administrators and Assigns to ask Require Demand and Receive of the said Sauney Chitty Aroonachella Chitty his heirs Executors and Administrators the Money Due and to become Due on the said Bond or Obligation and the said Account Current and on non Payment thereof him the said Sauney Chitty Aroonachella Chitty his heirs Executors and Administrators 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 Releases and Discharges therefore and One or more Attorney or Attornies Under him to make Constitute and Appoint and at his Pleasure to Revoke and whatsoever the said Francis De Souza or his Attorney or Attornies shall Lawfully do in the Premises the said Vencata Kistnama Naik doth hereby allow and Affirm and he doth Covenant with the said Francis De Souza that the said Vencata Kistnama Naik hath not Received Nor will Receive the said Money Due or to become Due on the said Bond and Account Current or any Part thereof Neither shall or will Release or Discharge the same or any Part thereof but will own and Allow of all Lawfull Proceedings for the Recovery thereof by the said Francis De Souza Saving the said Vencata Kistnama Naik Harmless of and from any Costs that May happen to him thereby In Witness Whereof he the said Vencata Kistnama Naik hath hereunto Set his Hand and Seal this

Seventeenth

Seventeenth Day of March One Thousand Seven hundred and Eighty Seven

వెంకటకృష్ణనాయడు (L.S.)

Signed Sealed and Delivered }
Where no Stampt Paper is to be had }
in the Presence of

[illegible]
[illegible]

A True Copy
P. Walker
Atty for Complainant

Mayor's Court at } { Tuesday the 16th Day of Octr
Madraspatnam } { Anno Domini 1787

Present

James Call Esquire Mayor
George Savage and Andrew Ross
Aldermen

(L.S.)

Mayors Court

Between Vencata Kistnama Naik of Madras Inhabitant by his Attorney Francis De Souza of the same place Inhabitant Complainants and Sauney Chitty Aroonachella Chitty also of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Space of Six Months (the time Limited by

the

his Majesty's Charter is Elapsed Since the Return of the Warrant of Sequestration iſsued Against the Defendants Effects and that the Defendant hath not Made any Appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Seven Hundred and Two Star Pagodas Star Pagodas 702 " " 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

Dep Clk