Pleadings and Findings of Court

15,000—1-3-12

Block 7

Rack No.

Shelf No.

Serial No. 52

General No.

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Filed the 18th Augt 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Francis Xavier of Madras Inhabitant that John Philip Fabricius English Missionary of Vepery stands Justly and truly Indebted unto Your Orator in the full and just Sum of One Thousand One Hundred and Eight Pagodas Two fanams and Twelve 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 Forty three Pounds Four Shillings and Four Pence or thereabouts as does more Particularly and at Large appear by the Copies of an Account Current Bill and a Bond or Obligation hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint the Originals of which are in Your Orator's 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 a very Amicable Manner Requested Payment of the said Sum of One Thousand One Hundred and Eight Pagodas Two fanams and Twelve Cash from the said John Philip Fabricius

But now so it is May it Please this Honble Court That 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 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 Philip Fabricius

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 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 One Hundred and Eight Pagodas Two fanams and Twelve 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 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 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 13th Day of August 1787
This Bill was shewn to me in the
Days of Adjournment let a Summons
Issue Returnable the Next Court Day —
Jas. Call
Mayor

Dr. — John Philip Fabricius in Account Current with Francisco Xavier — Cr.

1786 Nov.	20	To the Amount of Your Bond of this date	1203	15	78	1787 June	1st	By Amount of what I have Received this day from You as per Your Own Account Particulars Delivered me	326	26	12
		To Interest on Do. to this day @ 8 p C p Ann.	50	33	27			By Balance due Pagodas	1108	2	12
		To the Amount of House Rent Money due by Coll. A. Barrett who say You have Received during my Minority and never Accounted with me for	142	12	60						
		To Interest on Ditto	38	12	14						
		Pagodas	1434	28	24			Pagodas	1434	28	24

Fort St. George 2d June 1787
E. E.
(Signed) Francis Xavier

A true Copy
P. Spencer
Atty Compl.t

Mr. Cottrell Barret -- Dr.

To his Account Current of Rents of the deceased Francisco Xavier's House from Jany. 1st. 1782, to July 31st. 1784 and their half Part (deducting 5 Pagodas by me already received) ---------------------------- Pag. 142.12.60.

Vepery April 16th. 1785

J. Ph. Fabricius

A true Copy
P. Spencer Atty. Complts.

Know all Men by these Presents that I John Philip Fabricius English Missionary of Vepery am held and firmly bound unto Francis Xavier of Madras in the Penal Sum of Two thousand Four Hundred and Six Pagodas, Thirty One fanams and Seventy Six Cash to the payment whereof well and truly to be made to the said Francis Xavier his heirs Executors, Administrators, or Assigns I do hereby bind Myself Mine heirs, Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Vepery this Twentieth day of November in the Year One thousand Seven Hundred and Eighty Six

Whereas the above bound John Philip Fabricius is still Owing by the Account of his Administratorship to the above Named Francis Xavier the full and just Sum of One thousand Two hundred and three Pagodas Fifteen fanams and Twenty Eight Cash the Annual Interest at the Rate of Eight per Cent per Annum payable at Demand

Now the Condition of this Obligation is such that if the above bound John Philip Fabricius his heirs, Executors Administrators or Assigns, shall well and truly pay or Cause to be paid unto the said Francis Xavier his heirs, Executors, Administrators or Assigns the

the full and just Sum of Pagodas 1203. 15. 78. 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
Wm. Lemcock

J. Phil. Fabricius (L.S.)

[illegible]

A true Copy
P. Spencer
Attorney Complainant

Mayor's Court at Madraspatnam } Tuesday the 15th Day of January Anno Domini 1788

Present

(L.S.) Edwd. John Holland Esquire Mayor
James Call — and — Andrew Ross
Aldermen

Mayor's Court

Between Francis Xavier of Madras Inhabitant Complainant and John Philip Fabricius English Missionary of Vepery Defendant

It Appearing by the Records of this Court that the Usual Rules having issued for the Defendant to Answer the Complainant's Bill which he has Neglected Doing This Court doth therefore 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

(4)

and Eight Pagodas Two fanams and Twelve Cash (Pagodas 1108. 2. 12) 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 — Cur

262

Filed 16th Novr 1781

To the Honble the Mayor's Court at Madraspatnam

[illegible] Philip

Humbly Complaining Sheweth unto this Honble Court Your Orator Arulamoonda Moodelliar of Madras by his Attorney John Farling of the same place Inhabitant & that Poongatore Comarapen of the same place Inhabitant stands well and truly indebted unto Your Orator in the full and just Sum of One Hundred and Sixteen Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Forty Six Pounds and Eight Shillings, or thereabouts as will more fully and at Large Appear by Copies of an Account 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 Originals being in Your Orator's Possession 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 an Amicable manner Requested Payment of the said Sum of One Hundred and Sixteen Pagodas, from the said Poongatore Comarapen.

But now so it is May it Please this Honble Court that the said Poongatore Comarapen 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 in such a other as this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Poongatore Comarapen 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 Sixteen Pagodas together with all such Interest as now is or shall hereafter become due thereupon and also all Costs of this Suit.

May it Please this Honble Court to cause the said Poongatore Comarapen 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.

P. Spencer
Advt Complt

Fort Saint George November 16th 1781
This Bill was shewn & read the Day of
Adjournment Let a Summons issue Returnable
Next Court Day

Jno. Call
Mayor

Dr Pungatore Comarapen in Account Current With Arulaumunda Moodeliar Cr

1786 July	7th	To the Amount of Your Mortgage Bond or Obligation of this Date	100	"	"	1787 Novr	6th	By Balance due	116	"	"
1787 Novr	6th	To Interest on Ditto from the above Date to this Day is 16 Months @ 12 ₽ Cent ₽ Annum	16	"	"						
		Pagodas	116	"	"			Pagodas	116	"	"

Fort Saint George
November 6th 1787
E. E.
(Signed) Arulaumunda
A true Copy
P. Spencer
Atty Compt

Translation of a Mortgage Bond, Dated 27th Avany of Parauba Year or 7th July 1786 —

I Poongatore Comarapen of Madras do give this Mortgage Bond to Rajustree Arulaumunda Moodellyar, Dubash to Mr Carval of the same Place, that is to say —

In consequence of my Urgent Occasion I have Mortgaged to You these Jewels One Diamond Ring estimated Pags 13, One Diamond Breast Pin estimated Pagodas 25, One Ruby Ring estimated Pags 15 and One Diamond Ear Pin Cumalen or Eight Pieces estimated Pags 72 in all four Pieces estimated Pags 130 and borrowed and received of You the Sum of (100) One Hundred Star Pagodas, Current Money of Madras which Sum I do hereby engage to Repay You on or before the 27th Chittra or 7th May next with all such Interest as shall or may become due thereon at the Rate of 12 ₽ Cent ₽ Annum In default of which I bind Myself to pay You on Demand by disposing the Jewels Thus Poongatore Comarapen have given this Mortgage Bond writing fair with and Consent to Arulaumunda Witnesses Mylapore Soobramoneya Moodelliar and Reattegadongoo Latchemanen Pillai by their knowledge Drawn by Poongatore Comarapens own hand Writing The said Jewels are kept Sealed Thus Comarapen Own hand Writing —

Witnesses signed
Soobramoneyan
Latchemanen

A True Translation as near as can be from the Malabar Language
(Signed) Rungamaudam
Interpreter

A true Copy
P. Spencer
Atty Complainant

To all People to whom these Presents shall come Greeting Whereas Poongatore Comarapen of Madras Inhabitant is and by the ballance of an Account Current Remaining on a Mortgage Bond or Obligation having date the Seventh Day of July which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Six Stand indebted unto Arulaumunda Moodellyar of the same place Dubash in the full and just Sum of One Hundred and Sixteen Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty Six Pounds and Eight Shillings as the same doth and will fully Appear by the said Account Current and Mortgage Bond or Obligation Now Know Ye that the said Arulaumunda Moodellyar for a Valuable Consideration to him in hand paid by John [illegible] of the same Place Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof is hereby Acknowledged by the said Arulanunda Moodellyar have Assigned and Over and by these Presents doth Assign and Set over unto the said John Farling the said Account Current and Mortgage Bond or Obligation 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 Arulanunda Moodellyar for the Consideration aforesaid have made, constituted and Appointed and by these Presents doth make, Constitute and Appoint the said John Farling 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 John Farling his Heirs, Executors, Administrators and Assigns to ask, Require, Demand and Receive of the said Poonicatore Comarapen his heirs Executors and Administrators the Money due and to become due on the said Account Current and Mortgage Bond or Obligation and on nonpayment thereof him the said Poonicatore Comarapen his Heirs, Executors and Administrators to sue for and Recover the same, and on payment thereof to deliver up and cancell the said Account Current and Mortgage Bond or Obligation and give Sufficient Release and Discharges therefor, and One or More Attorney or Attornies under him to make Constitute and Appoint and whatsoever the said John Farling or his Attorney or Attornies shall Lawfully do in the Premises, the said Arulanunda Moodellyar Doth hereby allow and Affirm and the said Arulanunda Moodellyar doth Covenant with the said John Farling that the said Arulanunda Moodellyar hath not Received nor will Receive the said Sum due or to become due on the said Account Current and Mortgage Bond or Obligation or any part thereof neither shall or will Release or

discharge

discharge the same or any Part thereof but will own and Allow of all Lawful Proceedings for the Recovery thereof the said John Farling saving the said Arulanunda Moodellyar harmless of and from any Loss that may happen to him thereby In Witness Whereof the said Arulanunda Moodellyar hath hereunto set his Hand and Seal in Madraspatnam this Sixth Day of November in the Year of Our Lord One thousand Seven Hundred and Eighty Seven

Signed, Sealed and Delivered
Where no Stampt Paper is to be had
in the Presence of
శ్రీ [illegible] మయెష్టమ
[illegible]

(Signed) Arulanunda (L.S.)

A true Copy
T. Spencer
Atty Complainant

Mayor's Court at Madraspatnam } { Tuesday the 15th Day of January Anno Domini 1788

Present ——
(L.S.) Edwd John Holland Esquire Mayor
James Call — and — Andrew Ross
Aldermen ——

Mayor's Court

Between Arulanunda Moodelliar of Madras Inhabitant by his Attorney John Farling of the same Place Inhabitant Complainant and Poonicatore Comarapen of the same Place Inhabitant Defendant

Decree therein as to this Hon'ble Court shall seem Meet

Chas. Baker
Complt's Attorney

The 23rd Feby. 1786
This Bill was shewn to me in the
days of Adjournment but a Summons
Issued Returnable Next Court day

Robt. Ewing
Mayor

Dr. Catherina Pelling administratrix to the Estate and Effects of Aurelia Sequeira Deceased in Account Current with Mrs. Luiza Marville Cr.

1784 April	3rd	To Cash Lent You this day	55	"	"	By Ballance due	71	16	"
		To Do. Do.	4	"	"				
1786 Feby.	20th	To Interest on Pags. 55 to this day being 1 yr. 10 m. 15 d. at 12 P Ct. P Annum	12	16	"				
		Pagodas	71	16	"	Pagodas	71	16	"

Fort Saint George 20th Feby. 1786
Errors Excepted

The Mark (X) of Luiza Marville

A true Copy Chas. Baker

Filed 11th April 1786

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

The Answer of Catherina Pelling Administratrix of all and singular the Goods and Chattels, rights and Credits which were of Aurelia Sequeira Deceased Defendant to the Bill of Complaint Exhibited against Her by Luiza Marville of Madras Inhabitant Complainant

The said Defendant 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 manifest insufficiencies in the Complainant's said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is material or necessary for her to make Answer unto she answereth and saith that she absolutely denies that she in her own right or as Administratrix of the said Aurelia Sequeira stands indebted unto the said Complainant in the Sum of Seventy One Pagodas and Sixteen fanams as mentioned in the Complainant's said Bill and Account Current thereunto Annexed or in any other Sum or Sums of Money whatever because this Defendant saith that some time in the Month of August in the Year One Thousand Seven hundred and Eighty three Edward Pelling of Madras Shopkeeper being about to depart from hence to some other part of India did and by a Certain power of Attorney duly made and executed Nominate and appoint the said

Aurelia Sequira in her lifetime together with One Abraham Angell his true and lawful Attornies to manage and transact all his Affairs and Concerns at the Presidency of Fort St. George and its Dependencies as will more fully Appear by a true Copy of the said Power of Attorney Marked A hereunto Annexed for the inspection of this Honble Court Which this Defendant prays may be taken as part of this Her Answer the Original being in this Defendants Custody and Possession ready to be produced for the satisfaction of this Honble Court when they shall Require the same And this Defendant further Answering saith that under and by Virtue of the said Power of Attorney the said Aurelia Sequira and Abraham Angell did undertake and enter Upon the Management of the Affairs and Concerns of the said Edward Pelling and settled Sundry Accounts Dealings and transactions of their said Constituent with divers Persons and in the Course thereof had Occasion to borrow several Sums of Money as well on Mortgage as otherwise for the Use of the said Edward Pelling in Order to pay and Satisfy his Creditors until they had time and were enabled to Collect in his Debts and in Particular the said Aurelia Sequira and Abraham Angell applied to the Complainant and Requested of her to Accommodate them with the loan of a Sum of Money for the use of the said Edward Pelling which the said Complainant Readily Consented to provided the said Aurelia Sequira and Abraham Angell would give her a Mortgage or Pledge to Secure the Repayment thereof And this Defendant further Answering saith that she is Credibly informed and Verily believes that the said Complainant did at the time in the Bill mentioned Lend and Advance to the said Aurelia Sequira and Abraham Angell for the Use of the said Edward Pelling the Sum of One hundred Pagodas and Received

Received

Received from them at the same time some Silver Plate the property of the said Edward Pelling as a Mortgage or Pledge for the Repayment thereof And this Defendant further Answering saith that sometime thereafter to wit on or about the Seventeenth Day of February in the Year One thousand Seven hundred and Eighty five the said Aurelia Departed this life intestate and this Defendant afterwards Applied for and Obtained Letters of Administration of the Goods and Chattels Rights and Credits of the said Aurelia Sequira to be granted and Committed to her but this Defendant Positively saith that the Complainant never did Apply to her for Payment of the Sum of Money in the Bill mentioned until immediately before the filing thereof and she Verily in her Conscience believes never had a thought or intention of Demanding or expecting payment of the said Sum of Money from the Estate of the said Aurelia Sequira because this Defendant saith that it Appears by a Letter in her Custody and Possession written by the said Abraham Angell to this Defendant that five or Six Months after the death of the said Aurelia Sequira the said Abraham Angell as the Surviving Attorney of the said Edward Pelling paid to the Complainant the Sum of forty five Star Pagodas in part of the One hundred Pagodas lent to him and Aurelia Sequira as aforesaid for the use of the said Edward Pelling and the said Complainant did then at the instance and Request of the said Abraham Angell deliver up to him as the Surviving Attorney of the said Edward Pelling the Silver Plate Mortgaged to her as aforesaid and agreed to take the said Abraham Angells Promissory Note for the ballance but an Altercation happening between them the Complainant

Refused to take such Note as will fully Appear by a true Copy of the said Letter Marked **B.** hereunto Annexed for the inspection of this Honble Court the Original whereof is in this Defendants Possession Ready to be produced when Required and which She prays may be taken as part of this her Answer And lastly this Defendant saith She is Advised that She might have Demurred in Law to the Complainants said Bill inasmuch as the said Complainant having after the Death of the said Aurelia Sequira Received from the said Abraham Angell the Surviving Attorney of the said Edward Pilling the Sum of Forty five Pagodas in part payment of her said Demand and thereupon Delivering up the said Security she then held and agreeing to take his Single Note for the Ballance, it became an intire new Contract and Agreement between the Complainant and Angell to which the said Aurelia Sequira Could not be Privy as she was then dead neither Was this Defendant as her Representative and this Defendant is Certain that the Complainant until she Quarrelled with the said Abraham Angell never had any intention of Applying to this Defendant for payment of her said Demand and she is Now prosecuting this present Suit solely with a View of throwing Costs against this Defendant as the said Abraham Angell has Since the Commencement thereof Repeatedly offered and is still Ready to pay and satisfy her said Demand

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 her reasonable Costs in that behalf Most Wrongfully Sustained

T. Spencer
for Self and
James Grierson
Attys Defendt

A

Know all Men by these Presents that I Edward Pilling of Madras Inhabitant have made, Ordained Nominated Authorized Constituted and Appointed and by these Presents do make Constitute Ordain Nominate Authorize and Appoint Mrs Aurelia Sequira and Mr Abraham Angell of the same Place to be my true Certain and Lawful Attorneys for me and in my Name and to my Use and behalf to Demand Levy, sue for Recover and Receive by all Lawful 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 and Effects and things Whatsoever, which now are and shall be and grow due owing payable or belonging to the said Edward Pilling upon or by Virtue of any Bill Bond Book, or upon Account of trading or dealing or upon any Account Ways or Means in any otherwise howsoever and if need be to call to Account and bring to a Reckoning all or any Person or Persons Concerned in the Premises and upon Receipt and Recovery of all or any such Sum or Sums of Money, Debts Dues Goods Effects, or other things or any Part thereof Sufficient Acquittances and Discharges for me and in my Name from time to time to make and give Giving and by these Presents Granting unto my said Attorneys full Power and Authority in and touching the Premises, to sue prosecute arrest Attach Seize, Sequester, implead imprison condemn and prosecute and thence and thereof again to acquit Discharge and out of Prison to Release, also for me to appear and my Person to Represent in all or any Court or Courts or other Places as Demandant or Defendant in any Suit, Action or Appeal for or by reason of the Premises Likewise One or more Attorneys under them to substitute and

Appoint and again at Pleasure to Revoke and Generally to do act and Perform all other Matters and Things in and towards the Premises Requisite and Necessary as fully as I myself might or could do were I personally present, and I do hereby Ratify and confirm all and singular whatsoever my said Attorneys or his Substitute shall Legally do or procure to be done in and touching the Premises In Witness Whereof I have hereunto set my Hand and Seal in Madras

Edward Pelling

Signed Sealed and Delivered
Where no stamped Paper is to be had
in the Presence of
Witness Antonio Pires
George Edrey

A true Copy
P. Spencer for Self &
James Grierson
Atty Defendant

B

Mrs Catherina Pelling

I and Aurelia Sequira borrowed from Luiza Havill 100 Pags because we wanted it to pay some Debts of Edwd Pelling 5 or 6 Months after her Death I paid 45 Pagodas of that 100 and got up some Silver Plate Things which I had given as Security and she said she would take my single Note of Hand for the Rest of the Money but Quarrelling with [illegible] she went back her Word and so she would Not take it but as I wish You well and Out of Trouble notwithstanding I am Ready to pay the Debt now

I am
Your Obt Servt
Abraham Angel

Madras
6th April 1786

A true Copy P. Spencer for Self &
James Grierson
Atty Defendant

Na Honravel Corte Mayoral
da Madrastapatao

A Reposta de Catherina Pelling Administradora de todo e singulares Bens Effeitos, Direitos e Creditos que tinha da Aurelia Sequira Defuncta Pello que a Estebilado Contra ella Por Luiza Havell Habitante da Madrasta Queixante

O Ditta Defendenta agora e todo tempo de aqui ad diante salvando e reservando de si todo e todos Maneira de beneficio e Avantagem de Excepção pella Muitos Erros e Verdadeiro Incertido e mere Manifesto Insufficiencia no Queixa de Ditto Queixante Contem por Reposta della ou tanto quanto esta Defendenta he Aconselhado he Material ou Necessario para ella fazer Reposta a ella esta Defendenta Diz que ella Absolutamente Nega que em sua propria Direito como Administradora da Dita Aurelia Sequira faça Endividado a Dita Queixante na Soma de Sessenta huma Pagodes e Deza seis fanams Como foi Mencionado na Queixa da Dita Queixante e na Conta Corrente Nella Annexado ou em Qualquer somma ou somas de Dinheiro, porque esta Defendenta Diz que em algum tempo no Mez de Agosto no Anno de Mil Sette Centos e Oitenta e huma Edward Pelling Esposo da Madrasta tinha [illegible] de partir de Aqui por Algum Parte da India por huma certa Lettra de Procuração devidamente feito e Executado Nomeou Constituido e Appontou a Dita Aurelia Sequira na sua Vida e como tambem hum Abraham Angell seu Verdadeiro Legitimo Procuradores para Manejar e Transactar todo suas Negocios e Importancias em sua Absencia de Cada e de [illegible]

[illegible] Suas Defendencias como Mais Claramente por hum
Verdadeiro Copia do dito Lettra do Procuração Marcado A ao este
Annexo por ou inspecção desta Honoravel Corte, qual esta Defendenta
Pede por se tomar Como parte da sua Reposta; o Original do qual esta em
Custodia e possessão desta Defendenta e Presto por ser produzido para Satis-
fação desta Honoravel Corte quando elles o Requererem o Mesmo
Esta Defendenta Mais Diz que por Virtude do dito Letra do Procuração
a Dita Aurelia Sequeira e Abraham Angell encarregarão e tomarão
o Manegemento do Negocios e emportancias do dito Edward Pelling
e Ajuntarão Suas Contas, Contratos e Transacções da Suas dita Corre-
[illegible] com diversas Pessoas no Curso do qual elles tinhão Occasiões
de tomar emprestado differentes Somas de Dinheiro Sobre Penhores
Como tambem de Outro Modo, por Uso do dito Edward Pelling, em
Ordem de pagar e Satisfazer Suas Devedores ante quando elles
Podião aver tempo de Colectar Suas Dividas e em particular a dita
Aurelia Sequeira e Abraham Angell Applicarão a dita Queixanta
que dirão a ella de Accomodar elles Com o Emprestimo de huma soma
de dinheiro por Uso do dito Edward Pelling qual a Dita Queixanta Consentio
ao Provido a dita Aurelia Sequeira e Abraham Angell deixarão a ella hum
Penhor ou Hypotheca por Segurar o Repagamento della; e esta Defendenta
Mais diz que elle he Credivelmente informado e Verdadeiramente
Cre que a dita Queixante emprestou ao ou cerca o tempo na Dita
Queixa Mensionado, a dita Aurelia Sequeira e Abraham Angell por
Uso do dito Edward Pelling a Soma do Hum Cento Pagodes e recebeo
delles ao Mesmo tempo Alguma Baxella da Prata do propriedade
do dito Edward Pelling Como Hypotheca ou penhor por o Repagamento
della; e esta Defendenta Mais Diz que Algum tempo Depois quer
dizer em dia de Dezasette de Febreiro No Anno de Mil Setto Cento
e Oitenta Cinco a Dita Aurelia Sequeira despedio desta Vida entestado
e esta Defendenta depois Applicou e tomou Letra do Administração
Por

Por os bens Effeitos direitos e Creditos da dita Aurelia Sequeira que deceo
Commetido a ella para; e esta Defendenta Positivamente Diz que a
Queixanta Nunca Applicou a ella por pagamento da soma de dinheiro
Na dita Queixa Mensionado ante Immediatamente Antes depor sua Queixa
e ella Verdadeiramente tem na sua Consciencia Cre que a Queixanta Nunca
tinha Nehuma Lembrança ou tentação de Demandar ou Exhibitar
Pagamento da dita Soma de Dinheiro do Estado da dita Aurelia Sequeira
Porque esta Defendant Diz que se aparece por huma Letra na Sua
Custodia e possessão escrito por o Dito Abraham Angell a esta Defen-
denta que sinco Seis Mezes depois da Morte da dita Aurelia Sequeira
O dito Abraham Angell como Survivente Procurador do dito
Edward Pelling Pagou a Dita Queixante a Soma de Corenta Sinco
Pagodes em parte de Cem Pagodes que ella emprestou a Aurelia
Sequeira Como a Soma fica Mensionado por uzo do dito Edward Pelling
e a Dita Queixante então e por instancia e do requesto do Dito
Abraham Angell entregou a elle Como o Survivente Procurador
do dito Edward Pelling as Baxelas da Prata Hypoticada a ella
e acordou de tomar hum Conto por o Balanço por entre hum
Contenda Acontecendo entre elles a Queixante Refuzou de tomar
Semelhante Conto Como Claramente Aparecerá por hum Verdadeiro
Copia da dita Conto Marcado B aqui Annexado por ou inspecção
desta Honoravel Corte, o Original do qual esta Na Possessão desta
Defendenta e Presta de ser produzido Quando Requerido e qual ella
Pede de Ser tomado Como parte desta sua Reposta; e Ultimamente
Esta Defendenta Diz Que ella he Avizado que ella Pode Demorar
em Ley para a Queixa da dita Queixante em quanto a dita
Queixante tinha depois da Morte da dita Aurelia Sequeira
Recebido do dito Abraham Angell o Survivente Procurador do dito
Edward Pelling a Soma de Corenta Sinco Pagodes em parte Pagamento
da

da Sua Demanda; portanto entregou as Seguranças que elle entaõ tinha e Acordou de tomar Sua Simple Custo por a Balança Qual ficou se huma intero Novo Contrato e a Cordo entre a Dita Queixanta e Abraham Angell as qual a Dita Aurelia Sequera Naõ podia Ser Privia, ella estava Entaõ Morta, Nem tinha esta Defendenta Como Sua Representativa, esta Defendenta Lee Certo que a Queixanta ate Quanto ella naõ tinha Contentado Com o dito Abraham Angell Nunca tinha Nenhum entençaõ de Applicar a esta Defendenta par Pagamento da Sua Demanda e ella esta agora Prosecutando esta prezente Cauza Solamente com hum intento de Recobrar Gastos Contra esta Defendenta como o Dito Abraham Angell tinha depois do Comecimento della Repetidamente Offrecido ente Agora a esta Corte de Satisfazer ella Sua Demanda

Todo quanto a Mesma Cauza esta Defendenta Reques de Provar por a Satisfaçaõ deste Honoravel Corte por isso pede de Ser de aqui Dispidido Com Suas Rasonavel Custas Nesta Mezerera Mui Erradamente Sustendado

Sworn in Court the 11th April 1786
the Contents having been first Explained
to the Defendt by William Leecock the
Portuguese Interpreter
James Taylor
Regr

Catharina Pelling
Administradora do Estado
de Aurelia Sequera

Filed 12th June 1786

The Replication of Luiza Anselle of Madras Inhabitant Complainant to the Answer of Catharina Pelling Administratrix of all and Singular the Goods and Chattels Rights Credits and Effects of Aurelia Sequera Deceased Defendant

This Repliant Now and at all times hereafter saving and Reserving

Reserving 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 her said Bill of Complaint already said he will Justify Maintain and Prove to be good certain and sufficient in the Law to be Answered unto in such Manner as the same are therein set forth and declared and that the Answer of the said Defendant is untrue and Insufficient in the Law to be by this Repliant Replied unto for the Many Manifest Imperfections and uncertainties therein Contained the benefit of Exception whereunto being now and at all times saved unto this Repliant this Repliant saith that the said Edward Pelling whom the said Defendant describes by Calling One Edward Pelling was Actually the Son of the said Defendant and was Obliged to quit the Jurisdiction of this Honble Court from being Very much involved in Debts previous to which he thought fit ought this Repliant knows have Appointed the said Aurelia Sequera in her life time and the said Abraham Angell his Attornies to Transact his Business But this Repliant denies that the said Attornies borrowed of her the sum of One hundred Pagodas or any Other Sum for the Use of the above Edward Pelling as Mentioned this Repliant never had any Dealings or ever hardly Exchanged a Word But this Repliant Saith that the said Aurelia Sequera in her life time being in want of Money did personally Apply to this Repliant and begged the Loan of as Much Money as this Repliant Could spare her that this Repliant in Consequence thereof did lend and Advance to the said Aurelia Sequera the Sum of Fifty five Pagodas at One time and four Pagodas at another which said two Sums of Fifty five Pagodas and four Pagodas were actually Lent by this Repliant to the said Aurelia Sequera and for which she no Writing of any kind Manner Granted but this Repliant saith that the said Defendant upon this Repliant's having frequently Demanded Payment of the said Loan of Fifty Nine Pagodas Promised to be Responsible for and to discharge the same and Moreover hath told this Replicant that the said Aurelia Sequera a few Hours only before her Death had Acknowledged herself to stand Indebted to this Replicant in the said Sum of Fifty Nine Pagodas and likewise desired the said Defendant to discharge the same — Which the said Defendant in the Presence and hearing of Several People Promised to do with Interest this Replicant further saith that a Will was Prepared for the said Aurelia Sequera to Sign at her own Request in which mention was made of the said Sum of Fifty Nine Pagodas as being due to this Replicant but that before the same Could be Corrected and Written fair the said Aurelia Sequera expired all which this Replicant can and will prove to this Honble Court hereafter —

This Replicant further saith that at the Request of the said Aurelia Sequera she did afterwards lend and advance the said Abraham Angel the Sum of Forty five Pagodas on his own Seperate Account and for which the said Abraham Angel deposited with this Replicant Plate Amounting to the Value of Fifty Pagodas or thereabouts which this Replicant afterwards Returned to the said Abraham Angel upon his Giving her Credit in an Account between them for the said Sum of Forty five Pagodas and to convince this Honble Court that the said Forty five Pagodas was not paid by the said Abraham Angel to this Replicant as the surviving Attorney of the said Edward Pelling as the said Defendant hath Asserted this Replicant hath Annexed Copies of two letters from the said Abraham Angel to this Replicant wherein he expressly says that the said forty five Pagodas was borrowed on Account of the said Aurelia Sequera and that her Meaning the said Aurelia Sequera Estate ought to be Accountable to this Replicant for the same Whereas in Fact and in truth the said Forty five Pagodas was entered in an Account

of the said Aurelia Sequera or the said Edward Pelling but on the Seperate and Private Account of the said Abraham Angel as this Replicant hath herein above mentioned and set forth — The Originals are in this Replicants Possession and Ready to be produced to this Honble Court whenever it shall be thought Requisite — This Replicant further saith That upon having lately Made a Demand of the said Sum of Fifty Nine Pagodas and the Interest due thereon from the said Defendant she was Referred by the said Defendant to the said Abraham Angel as being the said Defendants Attorney but this Replicant Refused to have any Thing to do with the said Abraham Angel the said Defendant having Obtained Regular Letters of Administration to the Estate and Effects of the said Aurelia Sequera Consequently the only Person to whom any Application Could with propriety be made and so far from agreeing to take the Simple Note of the said Abraham Angel for the said Sum of Fifty Nine Pagodas and Interest as the said Defendant hath untruly Asserted this Replicant Refused even a Bond which the said Abraham Angel Voluntarily and unsolicited offered this Replicant for the same and for the offering which this Replicant is entirely at a Loss to Account a Copy of which Bond this Replicant hath hereunto Annexed and prays May be taken as part hereof this Replicant further saith that the said Edward Pelling who is lately come to Madras hath Called on this Replicant and Expressed his sorrow that his Mother Meaning the said Defendant should have Carried Matters to this Extremity and begged this Replicant to Stay all Proceedings saying that his Mother the said Defendant had acted a Very Strange Part and contrary to the Truth or Reason in Attempting to say that the said Edward Pelling knew any thing of the sum for which this Replicant hath filed her Bill of Complaint or that the same was borrowed on his Account

Edward Pillings Account

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

Chas. Baker
Compl.ts Attorney

Madam

Received Your Note in Answer to the same I tell You as I told You before that I dont Owe One Single fanam on Account of the 45 Pagodas for You know that Money was Borrowed on Account of Mrs. Sequirra Deceased of Course that Estate ought to be Accountable to You Nevertheless to Shew You that I dont wish You to loose any thing by me therefore if You will give me an Order Upon that Estate and the Administratrix of Mrs. Sequira's Daughter will Accept the same, I will then give You Credit for the Sum in my Account As to the Bookcase You know You Desired Me to Settle it as well as I could which I did and placed 23 Pagodas to Your Account Nevertheless as You are not Satisfied With that Sum I will get it and Return it to You The Watch shall be Delivered You when Accounts are Settled I now Request You will Come to some Conclusion and Settle Account as I think there has Passed Letters enough between us I am

Madam

Your Most Hble Servt.
Abraham Angel

Madras
20th Novr. 1785

A true Copy
Chas. Baker

Madam

In Answer to Your Note of Yesterday I am to Acquaint You as You pretend to Charge me for Victuals I never came to Your House for that Purpose Neither I stayed in Your House five Months as You Charged me in such Account I have Expended More Money than what You pretend to day — As for the 45 Pagodas You Mentions I never Owed You any Thing about it that Mrs. Victoria Sequira Deceased You Ought to Demand the same from her Estate and further Acquaint You that the Brandy I Drink in Your House I dont Expect You will pay for it, but the Liquor You Received from Me at Different Times and in Your Child Baptism likewise the Sweetmeats You Received on the Wedding of Pancho [illegible] I am

Madam

Your Most Hble Servt.
Abraham Angel

Madras
17th Novr. 1785

A true Copy
Chas. Baker

Know all Men by these Presents that I Abraham Angel of Madras Merchant am firmly bound unto Mrs. Luiza Maxwell Widow in the penal Sum of One Hundred and forty four Pagodas to the payment whereof well and truly to be made to the said Luiza Maxwell Her 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 at Madras

Obtaining Security for the same. And this Defendant Positively Denies that She ever Promised to be Responsible to the Complainant for the Amount, nor did she the Complainant ever Demand the same from this Defendant, Neither did she this Defendant ever tell the Complainant that Aurellia Sequira had a few hours before Her Death Acknowledged to be indebted to the Complainant in the said Pretended Sum of Fifty Nine Pagodas, and to have desired this Defendant to pay the same, and which this Defendant in the Presence and hearing of several People engaged to comply with; And this Defendant further saith, That a Will might have been for what she knows to the Contrary Prepared for the said Aurellia Sequira to sign, but who gave such Instructions must be best known to the Complainant, this Defendant being certain that no such Instructions were ever given by the said Aurellia Sequira which Accounts for the said Pretended Sum of Fifty Nine Pagodas being inserted therein and which the said Aurellia Sequira would Never have Signed in her Senses and this Defendant is likewise an Utter Stranger to the Complainants having lent the said Abraham Angel by Request of Aurellia Sequira the Sum of Forty Five Pagodas on his own Separate Account, but this Defendant Knows of the Deposit of some Silver Plate in the Hands of the Complainant as a Security of the said Sum of One Hundred Pagō and not for the said Sum of Forty five Pagodas and which said Silver Plate this Defendant saith was returned by the Complainant to the said Abraham Angel about five or six Months after the Death of the said Aurellia Sequira upon his the said Abraham Angels Paying the Complainant the said Sum of Forty Five Pagodas in part of the said Sum of One Hundred Pagodas and that the said

said Complainant did at the same time Promise to take and Accept a Simple Bond or Note from the said Abraham Angel for the Ballance Payable in four Months, and that when such Bond was executed and Sent to Her by the said Abraham Angel She instead of Accepting of the same took a Copy thereof and Returned the Original Back to the said Abraham Angel which evidently Proves that she had not only a Premeditated Malicious Intention of Commencing this Unjust Action against this Defendant, but doth also prove that no more than the Sum therein inserted was Owing to Her and that she had Undertaken to Recover the Amount from him the said Abraham Angel and not from this Defendant as Administratrix to the Estate of Aurellia Sequira Deceased, and by such her Undertakings and Promises of Acceptance doth clear this Defendant from whatever Demands she may have against this Defendant as Administratrix aforesaid a Copy of which said Bond she the Complainant hath to Her own Prejudice Annexed to Her Replication And this Defendant further saith, that she Verily believes and is Credibly informed that the Copies of the Two Letters also Annexed to the Complainants said Replication Pretended to be wrote to her by the said Abraham Angel is absolutely false and Untrue and that no such Letters were ever sent to the Complainant by the said Abraham Angel, because his English and Portuguese Letters to his Correspondents are generally Signed first in the Hebrew Language and again either in English or Portuguese as the Case of his Concerns Require or Occur for which Reason this Defendant suspects the said Letters to be fabricated. This Defendant Admits that a Demand of Fifty Nine Pagodas with Interest thereon was made by the Complainant on this Defendant And that she Refused the Complainant

(34)

Complainant on this Defendant And that she referred the Compl.t to the said Abraham Angel for Payment, Not as the Attorney for this Defendant, but as the Only Surviving Attorney of the said Edward Pelling and on whose Account the said Debt was Contracted, and he alone Answerable to the Complainant for the Amount, and not the Estate of the said Aurellia Sequira, which this Defendant Conceives is by no Means liable or Subject to the payment of the Same This Defendant for further Rejoinder Saith she Admits that the said Edward Pelling was lately at Madras and that he Might have Called on the Complainant but this Defendant denies that any such Conversation Passed between him and the Compl.t in the Manner and to the purport and effect as stated by the Complainant in Her Replication, Particularly when the Debt for which this Defendant is now unjustly sued for as Administratrix aforesaid, was Really and Actually Borrowed from the Complainant on his the said Edward Pellings own Private Account by the said Abraham Angel and Aurellia Sequira in her lifetime, as joint Attorneys to the said Edward Pelling, the Complainant Ought therefore and of Right either to have sued the said Abraham Angel alone, as the only Surviving Attorney to the said Edward Pelling in this Honble Court for the Amount, or have Made him a party to the Bill jointly with this Defendant as Administratrix to the said Aurellia Sequira who were the joint Attorneys of the said Edward Pelling, and not this Defendant as Administratrix Only for which she is Advised that she Might have Demurred in Law

All which Matter and things this Defend.t

(35)

is Ready and Willing to Verify Maintain and Prove as this Honble Court shall Direct and humbly Prays as in and by Her said Answer she hath Already Prayed

J. Grierson
Attorney for Defendant

Regina la Fontaine
Narcisse Rodrigues
Francis Lupton
George Warner
& Manuel Baptista

Interrogatories to be Administered to Witnesses to be produced Sworn and Examined in a Certain Cause Depending in the Honble the Mayors Court at Madraspatam wherein Luiza Marvilla is Complainant and Catherine Pelling Administratrix of all and Singular the Goods Chattles Rights Credits and Effects of Aurelia Sequira Deceased is Defendant

On the Part and behalf of the Complainant

To all the Witnesses } 1st Interrogatory Do You know the parties Complainant and Defendant in the Title of these Interrogatorys Named or any and Which of them and how long have You known them or any and which of them Respectively Declare the truth and Your knowledge herein

Regina La Fontaine 2d Interrogatory Did You or did You not Attend at the House of Aurelia Sequira Deceased in the Title of these Interrogatories Named during her last Illness Did You or did You not Apprize the said Aurelia Sequira of her Approaching Dissolution and did You or Did You not then Ask her if she had Settled her Affairs and what Debts she had Contracted

Ditto

(36)

Ditto 3rd Interrogatory Did or did not the said Aurelia Sequira at such her last Illness mentioned say that she was much Obliged and indebted to the said Luiza Maville in the Title of these Interrogatories Named for the Sum of Fifty Nine Pagodas or any other and What Sum? If Yea did the said Aurelia Sequira or did she not say that the same came in Very Good time as she would otherwise have been obliged to dispose of her House to Satisfy her Creditors?

Reginalo Fontaine 4th Interrogatory Was or was not the said Aurelia Sequira in her lifetime indebted to You in a certain Sum of Money? did You or did You not after the Death of the said Aurelia Sequira apply to the said Catherina Pilling in the Title of these Interrogatories Named for payment of the same and did not the said Catherina Pilling give You for Answer that if You would Rest quiet for a Short time that You (meaning Yourself) and Mrs Luiza Maville (also Meaning the said Luiza Maville in the Title of these Interrogatories Named) should be paid agreeable to the Will of her Mother Aurelia Sequira deceased and do You or do You not to Your own certain Knowledge know that the said Aurelia Sequira did in her lifetime borrow from the said Luiza Maville the Sum of Fifty Nine Pagodas or any other and what Sum—

Ditto 5th Interrogatory Do You or do You not know whether any and what Quantity of Plate was deposited with the said Luiza Maville as a Pledge or Pawn by One Abraham Angel and when and for what Sum and on whose Account and do You or do You not know Whether the said Plate was or was not Returned to the said Abraham Angel Previous to the Death of the said Aurelia Sequira If Yea how long Previous thereto—

Narciss

37

Narciss Rodrigues 6th Interrogatory Have You or have You not several times and when written many Notes Letters and other Papers for the Abraham Angel If Yea was not the same at the Particular Instance and Request of the said Abraham Angel he not being able to write the English Character and Language—

Ditto 7th Interrogatory Look at the two Paper Writings now at the time of Your Examination shewn and Produced to You Marked respectively A & B Were or Were not the same or either and which of them Written by You if Yea Was or was not the same so written by You at the Request and by the Direction of the said Abraham Angel?

Ditto 8th Interrogatory Were You or were You not present at the House of Luiza Maville in the Title of these Interrogatories Named and did or did not the said Abraham Angel then and there being and in Your Presence and hearing Tell the said Luiza Maville that he was sent by Catherina Pilling in the Title of these Interrogatories Named to tell her the said Luiza Maville that she the said Catherina Pilling Would pay the said Luiza Maville what was Due and Owing to her from the Estate of the said Aurelia Sequira? And did or did not the said Abraham Angel then say that he as Attorney to the said Aurelia Sequira Would give a Bond for the Money so due to the said Luiza Maville Payable in four Months And was or was not the Name Edward Pilling Mentioned at that time

Ditto 9th Interrogatory Did or did not the said Edward Pilling some time after and When say that his Mother Meaning the said Catherina Pilling had behaved in a Very foolish manner imagining that he the said Edward Pilling knew any thing of the Debts contracted by the late Aurelia Sequira Adding that he was not present when the Transaction took Place

Francis Lupton 10th Interrogatory Do You or do You not know Abraham Angel of Madras Inhabitant If Yea how long have You so known him And is or is not the said Abraham Angel Employed by Catherina Pelling in the Title of these Interrogatories Named as her Agent or Attorney in and about her Affairs

Ditto 11th Interrogatory Have You or have You not Several times and how often times during the Process of this Cause gone with the said Abraham Angel to the House of Mr. Charles Baker the Attorney employed for the Complainant If Yea did or did not the said Abraham Angel Request and desire of the said Mr. Charles Baker on the Part of the above Named Defendant to stay Proceedings in this Cause until Some Goods which were Selling Could be disposed of and When so disposed of did or did not the said Abraham Angel Say that the Money should be paid &c. The whole of the Matters and Things herein Mentioned and Alluded to the best of Your knowledge Remembrance and Belief declare

George Warner 12th Interrogatory Were You or were You not employed by Aurelia Sequera Deceased to draw out her Will If Yea do You or do You not Recollect any Part of the Contents thereof Was there or was there not in the said Will any and what Sum of Money mentioned or Acknowledged to be due from the said Aurelia Sequera to the said Luiza Maseille in the Title of these Interrogatories Named

Ditto 13th Interrogatory Do You or do You not know or Did You or did You not ever hear the said Aurelia Sequera in her life Time declare that she stood indebted to the said Luiza Maseille in any and what Sum of Money &c and have You or have You not

ever heard the said Catherina Pelling in the Title of these Interrogatories Named Since the Decease of the said Aurelia Sequera Acknowledge that the said Aurelia Sequera was indebted to the said Luiza Maseille in the Sum of fifty Nine Pagodas or some and what other Sum of Money And Also Promise that she the said Catherina Pelling as Administratrix to the said Aurelia Sequera would pay the said Luiza Maseille Very shortly out of the said Aurelia Sequeras Estate and Effects

Manick Baptista 14th Interrogatory Do You or do You not know and did You or did You not see George Warner or whom else Write or take down the Words of a Will dictated by Aurelia Sequera in her life time &c. If Yea did You or did You not ever see or read the same After it was so Written by the said George Warner or some other Person If Yea was or was not the Name of Luiza Maseille mentioned as being a Creditor of the said Aurelia Sequera and to what Amount The whole of the Matters Relating hereto to the best of Your knowledge Remembrance and Belief declare

15th Interrogatory Lastly Do You know of any other Matter or Thing or have You heard or can You say any thing touching the Matters in Question in this Cause that May tend to the Benefit and Advantage of the Complainant in this Cause Beside what You have been already Interrogated unto Declare the same fully and at large as if You had been Particularly Interrogated

Chas. Baker
Attorney for Compl.t

Madam

I received Your Note in Answer to the same I tell you as I told you before that I do not owe One Single Fanam on Account of the 45 Pagodas for You know that Money was Borrowed on Account of Mrs Siqueiras Deceased, of Course that Estate ought to be Accountable to You Nevertheless to Shew You that I do not wish You to lose any thing by me, Therefore if You will give me an Order upon that Estate, and the Administratrix of Mrs Siqueiras Daughter will Accept the same I will then give You Credit for the same in my Account As to the Bookcase You know You desired me to Sell it as well as I could, which I did, and placed 25 Pagodas to Your Account Nevertheless as You are not Satisfied with that Sum, I will get it and return it to You — The Watch shall be delivered You when Accounts are Settled. I now request You will come to some Conclusion and Settle Accounts as I think there has Passed Letters enough between us, I am —

Madras 20th }
November 1785 }

Madam
Your Most Obedt Servt.
Abraham Angel

This Exhibit Marked A Was shewn to Narcissa Rodrigues at then the Time of her Examination before me on the Part of the Complainant in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Luiza Manuel Complainant and Catharina Telling Telling Defendant on the 23d of November Anno

Anno Domini 1786

J. Spalding
Examiner

Madam

In Answer to Your Note of Yesterday I am to acquaint You as You pretend to Charge me for Victuals I never came to Your House for that Purpose Neither I Resided in Your House five Months as You Charge me in Your Accounts I have Expended More Money than what You pretend to say — As for the 45 Pagodas You Mention I never Owe You any thing about it but Mrs Anna Siqueira Deceased, You ought to Demand the same from her Estate — And further Acquaint You that the Brandy Drink in Your House I do not expect You will Pay for it, but the Liquor You received from me at different times and in Your Child Baptism likewise the Sweetmeats You received on the Meeting of Pancho Abreu, I am —

Madam
Your Most Obedt Servt.
Abraham Angel

Madras
17th Novr 1785

This Exhibit Marked B Was shewn to Narcissa Rodrigues at then the Time of her Examination before me on the Part of the Complainant in a Cause depending in the Honble the Mayor

Mayor's Court at Madraspatnam wherein Luiza Marville Complainant and Catharina Pelling Defendant on the 23rd of November Anno Domini 1786

A. Spalding
Examiner

Mayor's Court at Madraspatnam } Between Luiza Marville Complainant and Catharina Pelling Administratrix of all and Singular the Goods Chattles Rights Credits and Effects of Aurelia Sequira Deceased Defendant

On the Part of the Complainant

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

Regina La Fontain of Madras Inhabitant Aged 55 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant Swears on the 22nd Day of November 1786 signified at the Office of Mr James Grierson 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 and afterwards On the Same Day being Sworn and Examined Deposeth as followeth

1st ... To the first Interrogatory this Deponent saith that she Doth know the Complainant Luiza Marville in this Cause and that she hath so Known her five or six Years and that she Doth know the Defendt Catharina Pelling in this Cause and that she hath so known her

Twenty Years or thereabouts And More saith not to this Interrogatory

2d

2 ... To the Second Interrogatory this Deponent saith that she did Attend the House of Aurelia Sequira in the Title of these Interrogatorys Named During her last Illness that she Apprized her of her Approaching Dissolution and asked her if she had settled her Affairs and what Debts she had Contracted And more saith Not to this Interrogatory

3d

3 ... To the third Interrogatory this Deponent saith that Aurelia Sequira at her last Illness Mentioned that she was much Obliged and indebted to Luiza Marville in the Title of these Interrogatories Named for fifty five Pagodas but this Deponent Recollects that having heard the said Aurelia Sequira Declare that the same came in Very good time as she would otherwise have been Obliged to dispose of her House to satisfy her Creditors And more saith Not to this Interrogatory

4th

4 ... To the fourth Interrogatory this Deponent saith that the said Aurelia Sequira was indebted to this Deponent in a Sum of Money that after the Death of the said Aurelia Sequira this Deponent Applyed to Catharina Pelling in the Title of these Interrogatories Named for payment of the Same and that the said Catharina Pelling gave Answer that if she would Rest quiet for a short time both she and Mrs Luiza Marville in the Title of these Interrogatories Named should be paid Agreeable to the Will of her mother Aurelia Sequira Deceased and this Deponent saith that to her Certain Knowledge she did Know that the said Aurelia Sequira did in her lifetime borrow from Luiza Marville the Sum of

fifty five Pagodas And more saith not to this Interrogatory

5th ---- To the fifth Interrogatory this Deponent saith that she knows Nothing of the Subject Required in this Interrogatory

J Spalding
Examined

The Mark of + Regina La Fontain

Mayor's Court at Madraspatnam } Between Luiza Maseville Complainant and Catherina Pilling Administratrix of all and singular the Goods Chattles Rights Credits and Effects of Aurelia Pequra Deceased Defendant

On the Part of the Complainant

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

Narcess Rodrigues of Madras Inhabitant Aged 42 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 23d Day of November 1786 Signified at the Office of Mr James Grimsan who is Attorney for the Defendant by Vencatachellumny 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 followeth

1st ---- To the first Interrogatory this Deponent saith that he doth know

know the Complainant Luiza Maseville in this Cause and that he hath so known her Eighteen Months or thereabouts and that he doth know the Defendant Catherina Pilling in this Cause and that he hath so known her twenty Years or thereabouts And more saith Not to this Interrogatory

6th ---- To the Sixth Interrogatory this Deponent saith that he was in the Use of Writing Notes Letters and other Papers for one Abram Rugell at his Particular instance and Request And more saith not to this Interrogatory

7th ---- To the Seventh Interrogatory this Deponent saith that upon looking at the Paper Writing Marked A & B he knows that both the said Papers were Written by him at the desire of Abram Rugell And More saith Not to this Interrogatory

8th ---- To the Eighth Interrogatory this Deponent saith that he was Present at the House of Luiza Maseville when he heard Abram Rugell Say that as Attorney to Catherina Pilling he would give a Bond for the Money due to Luiza Maseville payable in four Months And more saith Not to this Interrogatory

9th ---- To the Ninth Interrogatory this Deponent saith that Luiza Maseville told this Deponent that Catherina Pilling had behaved foolishly in saying that Edward Pilling knew nothing of the debt contracted by the late Aurelia Pequra and more saith Not to this or the last Interrogatory

J Spalding
Examined

Narcess Rodrigues

Mayor's Court at Madraspatnam

Between Luiza Maville Complainant and Catherina Pelling Administratrix of all and singular the Goods Chattles Rights Credits and Effects of Aurelia Sequeira Deceased Defendant

On the Part of the Complainant

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

Francis Lupton of Madras Inhabitant Aged 29 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 23d Day of November 1786 Signified at the Office of Mr James Grierson who is Attorney for the Defendant by Vencatachellumdoo 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 Luiza Maville in this Cause and that he hath so known her Nine Years or thereabouts And that he doth know the Defendant Catherina Pelling in this Cause And that he hath so known her twelve Months or thereabouts And More saith not to this Interrogatory

10th ...... To the tenth Interrogatory this Deponent saith that he hath known Abram Angell about fourteen Months and that the Abram Angell was employed by Catherina Pelling as her Agent or Attorney And no more saith he not to this Interrogatory

11th ...... To the Eleventh Interrogatory this Deponent saith that he went Several times to Mr Bakers House during the Process of this Suit Along with Abram Angell who requested Mr Baker On the Part of the Defendant to stay Proceedings in this Cause till some Goods which were selling could be disposed of and that when Sold he said the Money should be paid And no more saith he not to this or the last Interrogatory

Francis Lupton

J. Spalding
Examined

Mayor's Court at Madraspatnam

Between Luiza Maville Complainant and Catherina Pelling Administratrix of all and singular the Goods Chattles Rights and Effects of Aurelia Sequeira Deceased Defendant

On the Part of the Complainant

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

George Warner of Madras Writer Aged 35 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 15th Day of January 1787 Signified at the Office of Mr Edward Ellis who is Attorney for the Defendant by Vencatachellumdoo 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 Luiza Maville in this Cause and that he hath so known her five Years or thereabouts and that he doth know the Defendant Catharine Pelling in this Cause, And that he hath so known her seven Years or thereabouts — And more saith not to this Interrogatory —

12th .... To the Twelveth Interrogatory this Deponent saith that he was employed by Aurelia Sequira Deceased to draw out her Will in the Portuguese Language and that he recollects the Contents of the said Will and that Aurelia Sequira did bequeath the Sum of about fifty Pagodas to Luiza Maville On Account of Edward Pelling — And more saith not to this Interrogatory —

13th .... To the thirteenth Interrogatory this Deponent saith that he heard from the said Aurelia Sequira in her life time that she was indebted to the said Luiza Maville in the Sum of about fifty Pagodas and this Deponent saith that the Defendant Catharina Pelling since the Decease of the said Aurelia Sequira did declare to him that the said Aurelia Sequira was indebted to the said Luiza Maville in the Sum of about fifty Pagodas and that Catharina Pelling did promise to pay Very shortly the same Amount to Luiza Maville she being Administratrix to the Estate of said Aurelia Sequira And More saith not to this or the last

Last Interrogatory —

J. Spalding

George Warner

Examined

Additional Interrogatories

to be Administered to Witness to be Produced Sworn and Examined in a certain Cause Depending in the Hon'ble the Mayor's Court at Madraspatnam Wherein Luiza Maville is Complainant and Catherina Pelling Administratrix of all and singular the Goods Chattels Rights Credits and Effects of Aurelia Sequira Deceased is Defendant —

Sarrah De Silva
William Rogers

On the Part and behalf of the Complainant

To all the Witnesses } 1st Interrogatory Do You know the Parties Complainant and Defendant in the Title of these Interrogatories Named or any and Which of them and how long have You known them and any and which of them Respectively Declare the truth and Your Knowledge herein —

Sarrah De Silva 2d Interrogatory Do You or do You not remember whether You were not present When the said Aurelia Sequira Deceased Came to the house of the said Luiza Maville and begged the loan of a Sum of Money If Yea to what Amount — Did or did Not the said Aurelia Sequira lay [illegible] for the same

(50)

Sarrah De Silva 3rd Interrogatory Did or did not the said Luiza Maville in Your Presence Give such Sum of Money to the said Aurelia Sequera If Yea Did or did not the said Aurelia Sequera Promise Repayment of the same

Sarrah De Silva
William Rogers } 4th Interrogatory Do You or do You not know Edward Pilling If Yea Was or was not the said Edward Pilling at the time the Money was so lent and Advanced by the said Luiza Maville to the said Aurelia Sequera at Madras, Was or was not the said Edward Pilling Obliged to quit Madras on Account of Debt

Ditto. 5th Interrogatory Were You or were You not Present at the House of the said Luiza Maville when the said Edward Pilling Mentioned his being Arrived from Pulicat by the desire of his Mother Catherina Pilling to be present at the Sale of the House belonging to the said Aurelia Sequera and likewise to settle Affairs between the said Luiza Maville and his Mother the said Catherina Pilling Did or did not the said Edward Pilling Confess that he knew nothing of such Affairs Except by the Information he had from his said Mother the said Catherina Pilling

6th Interrogatory Lastly Do You know of any other matter or thing or have You heard or can You say any thing touching the Matters in Question in this Cause that may tend to the Benefit and Advantage of the Complainant in this Cause beside What You have been Already Interrogated unto Declare the same fully and at Large as if You had been Particularly Interrogated

Chas. Baker
Atty for Compt.

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(51)

Mayor's Court at
Madraspatnam } Between Luiza Maville Complainant and Catharina Pilling Administratrix of all and Singular the Goods Chattels Rights Credits and Effects of Aurelia Sequera Deceased Defendt.

On the Part of the Complainant

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

Sarrah De Silva of Madras Inhabitant Aged 45 Years or thereabout being produced as a Witness in this Cause On the Part of the Complainant was on the 5th Day of March 1787 Signified at the Office of Mr. Edward Ellis who is Attorney for the Defendant 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 she doth know the Complainant Luiza Maville in this Cause and that she hath so known her about five or six Years and that she doth Not know the Defendant Catharina Pilling in this Cause And no more saith she to this Interrogatory

2d & 3d .... To the Second and third Interrogatory this Deponent saith that She was present when Aurelia Sequera Deceased came to the House of Luiza Maville and begged the loan of a Sum of Money from the want of which she said she was distressed and that the said Aurelia Sequera did Borrow of Luiza Maville fifty five Pagodas which she Received in this Deponent's presence and promised to Repay the same And no more saith she to this Interrogatory

4th ------ To the fourth Interrogatory this Deponent Saith, that she knows Edward Pilling at the time the money was lent and Advanced by the said Luiza Maiswell to Aurelia Sequeira was not at Madras having been obliged to quit the place on Account of Debt and more Saith not to this Interrogatory

5th ------ To the fifth Interrogatory this Deponent Saith, that she was not present at the House of Luiza Maiswell when the said Edward Pilling Mentioned his being Arrived from Pullicat by the Desire of his Mother Catharina Pilling to be present at the Sale of the House belonging to Aurelia Sequeira but saith she was present when the said Edward Pilling offered to settle affairs between the said Luiza Maiswell and Catharina Pilling and that the former proposed to withdraw the Suit and pay Twenty Pagodas in full of her part of Charges to which the said Edward Pilling Replyed that he would Send an Answer Next Morning as he knew Nothing of the Affair except by the information of his Mother Catharina Pilling And More Saith not to this or the last Interrogatory

J. Spalding
Examined

The Mark of B Sarah de Silva

Mayor's Court at Madraspatnam } Between Luiza Maiswell Complainant and Catharina Pilling Administratrix of all and Singular the Goods Chattels Rights Credits and Effects of Aurelia Sequeira Deceased Defendant

On the Part of the Complainant

Depositions

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

William Rodgers of Madras Inhabitant Aged 27 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 17th Day of March 1787 Signified at the Office of Mr Edward Ellis who is Attorney for the Defendant by Vencatachellum a Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st ------ To the first Interrogatory this Deponent Saith, that he doth know the Complainant Luiza Maiswell in this Cause, and that he hath so known her two Years or thereabouts and that he doth know the Defendant Catharina Pilling in this Cause, and that he hath so known her about two Years And no more saith not to this Interrogatory

4th ------ To the fourth Interrogatory this Deponent saith that he doth know Edward Pilling who was Obliged to quit Madras on Account of Debt before the Money was lent by the Complainant to Aurelia Sequeira for the payment of Edward Pillings Debt And no more saith not to this Interrogatory

5th ------ To the fifth Interrogatory this Deponent Saith that he was present at the House of Luiza Maiswell when the said Edward Pilling Mentioned his being Arrived from Pullicat by the Desire of his Mother Catharina Pilling to be present at the Sale of the House belonging to the said Aurelia Sequeira and Likewise to Settle affairs between the said Luiza Maiswell and his Mother the said Catharina Pilling and that the said Edward Pilling did confess that he knew nothing of such Affair except by the information he had from his said Mother Catharina Pilling

And more Saith not to this Interrogatory —

To the last Interrogatory this Deponent Saith, that the said Edward Pelling Applied to Luiza Maiswell to Accommodate the Dispute then Subsisting between them to which Luiza Maiswell Agreed on Condition that she was to pay in full of her Share of the Costs of Suit incurr'd the Sum of Twenty Pagodas — And More Saith Not to this Interrogatory —

J. Spalding
Examined

W. Rodgers

Witnesses Names
Abraham Angell
Regina De Monte
Maria Tereza Pelling
Edward Pelling
Leopold De Mayde
and
John Charles Sessel

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a Certain Cause now Depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam, Wherein Luiza Maiswell is Complainant, and Catharina Pelling Administratrix of Aurelia Sequira is Defendant —

On the Part and Behalf of the Defendant —

1st Interrogatory
To all the Witnesses } Do You know, or do You not 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 —

2nd Interrogatory
To Abraham Angel } Are You or are You not well Acquainted With

With Edward Pelling If Yea, did or did not the said Edward Pelling at any time, and when, Appoint You and whom Else his Attorney or Attornies and did You or did You not Jointly with the other Attorney of the said Edward Pelling or otherwise Apply to the Complainant in the Title of these Interrogatories named to lend and Advance You any and what Sum of Money on the Mortgage of Some and what Valuable Things and whose Property were they and did or did not the Complainant Comply with such Your and the Other Attornies Request, If Yea, To whom How was the same Applyed, and on whose Account was the same Borrowed from the Complainant, was it any ways Understood between You and the other Attorney and the Complainant, that the Sum so Lent, was to have been on Account of the other Attorney or on Account of the said Edward Pelling, or how otherwise, and did You or did You not Some time after, and when, pay to the Complainant any and what Sum of Money in part Payment of the said Mortgage and what became of the said Mortgaged Property and when and at what time was such Sum paid, was it before the Death of the other Attorney or Since, and in what Capacity did You pay the same, what Conversation passed between You and the Complainant on the Subject, the whole Truth Declare —

3rd Interrogatory
To Regina De Monte } Are You or are You not Acquainted With Said Edward Pelling If Yea, did he or did he not at any time or times, and when, go on a Voyage to Bengal or any other, and what Port or Ports, and did he or did he not at the time of his leaving

Madras, or at any other time or times before, or since Appoint Certain Person, or Persons to be his Attorney or Attornies and whom by Name to Transact all and every Business or Businesses belonging to him, If Yea. did or did not the Attornies of the said Edward Pelling Jointly or Seperately and how Apply to the Complainant in the Title of these Interrogatories Named, to Lend and Advance him, her, or them a Sum of Money, If Yea. by whom was such Application Made, and to what Purpose, and for whose Use was the said Money Applied — do You know, or have You heard that the Sum so Applied by the said Attorney or Attorneys of the said Edward Pelling was to be on his her or their own Seperate Account, or on Account of the said Edward Pelling, and was there any Mortgage or Mortgages given to the Complainant, for the Securing of the Repayment of the said Sum, the Complainant so lent, and whose immediate Property was the things so Mortgaged, and what did they Consist of, and who was the Bearer, or Bearers that brought the Money from the Complainant to the Attorney or Attornies And in whose Hands did the Complainant Direct the same to be Paid, and To whom was the same Paid, and what was the Amount Paid, and what Passed since, Set forth the whole that You know, have heard, or do believe together with the Reasons for such Your Belief and the Truth.

4th Interry.
To Maria Tereza Pelling

Are You or are You not Acquainted with One Edward Pelling, If Yea. did he or did he not Some time ago, and when, leave Madras, and proceed to Bengal, or any other Port

or

or place, and did he, or did he not at that time, or Before or Since Appoint some Person or Persons, his Attorney or Attornies and whom by Name, did or did not the said Attorney or any one of them Jointly or Seperately Apply to the Complainant in the Title of these Interrogatories Named for to lend and Advance him or them a Sum of Money, If Yea. on whose Account was the same Applyed for, was it on their own Account, or on Account of their Constituent and what Provision was made for the Repayment of the Sum so Borrowed, and whose Private Property was the same, and to what use was the said Sum Converted, and what Passed since, the whole Truth Declare.

5th Interrogatory
To Edward Pelling

Did or did not Aurelia Sequeira in the title of these Interrogatories Named and One Abraham Angelli some time ago, and when Write You a Letter If Yea. did or did not the said Aurelia Sequeira and Abraham Angelli inform You that they had Borrowed of the Complainant any and what Sum of Money on the Mortgage of Some and what Goods, whose Property were they and for whose Use was such Money Appropriated, do You Recollect and can You set forth the exact time of Your Arrival at Madras, and was the said Aurelia Sequeira Alive at the time of Your Arrival, If Living by whom was Your Business Managed, did or did not Your said Attorney Charge You for a Sum of Money paid by him to the Complainant If Yea. what was the Amount so paid and did he or did he not deliver You some Silver Plate which was Mortgaged in the Hands of the said Complainant, And did You, or did You not some time after Your Arrival and since the said Complainant Sued the Defendant in the Honble the Mayor's Court go to the Complainant

Along with the said Abraham Angell, or some other Person and whom by Name If Yea: what passed between You, the said Abraham Angell and the Complainant in Consequence, the whole Truth Declare

6th Interrogatory
To Leopold De Atayde } Was You or was You not Employed by One Abraham Angell, If Yea: in what Capacity was You so Employed and for what Length of time, Was there or was there not Several Bills, Bonds, Notes, Accounts &ca Passed in the Course of Business between the said Abraham Angell, and other Person or Persons, If Yea: What was the Usual Custom with the said Abraham Angell in Passing such Bonds, Bills, Notes, Accounts &ca Did he Always Sign his Name to them in his own proper Hand Writing or how otherwise If Yea: in what Language did he Used to Sign his Name the Truth Declare

7th Interrogatory
To Mr John Charles Jessel } Did or Did not the Defendant in the Title of these Interrogatories Named, Some time ago and when Appoint You her Attorney to Transact all and every the Business Relative to her Administration to the Estate of the said Aurelia Sequeira Deceased If Yea: when and at what time did she so Employ You as her Attorney and did she ever to Your Knowledge or You Yourself in the Capacity of her Attorney Apply to the said Abraham Angell in her Behalf to Settle Matters between the Complainant and Defendant, Was there any Promise made by the said Abraham Angell in Behalf of the said Defendant to the Complainant for the Settling and paying the Amount of the Debt now in Question the whole of these Matters as You know, have heard or do believe, Together

Together with the Reasons for such Your Belief Set forth and fully Declare

Last Interrogatory
To all the Witnesses } Do You know of any other Matter Cause or thing, or have You heard, or Can You Set forth anything touching the Matters in Question in this Cause that May tend to the Benefit or Advantage of the Defendant If Yea: declare the Same as You know, have heard, or do 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 Defendant

Mayor's Court at
Madraspatnam } Between Lazar [illegible] Complainant and Catharina Pelling Administratrix of Aurelia Sequeira Defendant
On the Part of the Defendant

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

Abraham Angel Merchant of Fort Saint George Aged 36 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant and on the 3d Day of March 1787 Signified at the Office of Mr Charles Baker who is Attorney for the Complainant by Vencatachellam his Servant who also left there a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same day being Sworn and Examined Deposeth as followeth

1st ------ To the first Interrogatory this Deponent saith, that he doth know the Complainant Luiza Maiswell in this Cause, and that he hath so known her four Years or thereabouts and that he doth know the Defendant Catharina Pelling in this Cause, and that he hath so known her Ten Years or thereabouts And more saith not to this Interrogatory —

2nd ------ To the Second Interrogatory this Deponent saith, that he is well Acquainted with Edward Pelling who about four Years ago Appointed this Deponent and Aurelia Sequira his Attornies that as Attornies to Edward Pelling they Applied to the Complaint for One hundred Pagodas which was lent and Mortgaged some Plate the property of Edward Pelling and of greater Value than this Amount. That the whole of this Money was Applied in discharge of Edward Pellings debts. And to no other purpose Whatever. that about Eighteen Months ago this Deponent, the other Attorney being then dead, did pay back to the Complainant as Edward Pellings Attorney forty five Pagodas of the said Money Upon which the Mortgaged Property was delivered up and for the Remainder this Deponent's Bond was to have been given that but some dispute afterwards prevented it. This Deponent adds that since the above transaction he has borrowed and paid money as Attorney to the said Edward Pelling. And also that Aurelia Sequira on her death bed sent for this Deponent and told him that he must pay the debts borrowed on Account of Edward Pelling as his Attorney and this Deponent says he was always Willing to pay the Complt. but no demand was made upon him And more saith not to this or the last Interrogatory —

J. Spalding
Examiner

Mayor's Court at Madraspatnam } Between Luiza Maiswell Complainant and Catharina Pelling Administratrix of Aurelia Sequira Defendant

On the Part of the Defendant

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

Regina de Monte of Madras Inhabitant Aged 40 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 15th Day of March 1787 Signified at the Office of Mr. Charles Baker who is Attorney for the Complainant by Vencatachellum 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 she doth know the Complainant Luiza Maiswell in this Cause and that she hath so known her about Eight Months and that she doth know the Defendant Catharina Pelling in this Cause and that she hath so known her from her Infancy and more saith not to this Interrogatory —

3rd ------ To the third Interrogatory this Deponent saith that she is Acquainted with Edward Pelling who about three Years ago left Madras and went to Bengal and before his departure appointed Abraham Angel and Aurelia Sequira his Attornies with Power to transact all business for him in his Absence that the said Attornies did Jointly Apply to the Complainant for One

Hundred Pagodas on Account of their Constituent and borrowed the Same for the payment of his debts and that they mortgaged to the Complainant some plate consisting of a Silver Tea Box the Box the property of their constituent for the Repayment. This Deponent saith that she does not know who the Complainant desired the money to be paid to but that Aurelia Sequeira was Received fifty five Pagodas by the hands of this Deponent who Received it from the Complainant and that the Remaining forty five Pagodas was Received by Abraham Angel and more saith Not to this or the last Interrogatory

J. Spalding
Examiner

The Mark of + Regina De Monte

Mayor's Court at Madraspatnam } Between Luiza Maxwell Complainant and Catharina Pelling Administratrix of Aurelia Sequeira Defendant
On the Part of the Defendant

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

Maria Tereza Pelling Aged 46 Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the 3rd Day of March 1787 Signified at the Office of Mr Charles Baker who is Attorney for the Complainant by Venkatachellum a 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 followeth

1st
To

1st
To .... To the first Interrogatory this Deponent saith that she doth know the Complainant Luiza Maxwell in this Cause and that she hath so known her three Years or thereabouts and that she doth know the Defendant Catharina Pelling in this Cause and that she hath so known her five or six Years And more saith not to this Interrogatory

4th
To .... To the fourth Interrogatory this Deponent saith that she is Acquainted with Edward Pelling who about three Years ago left Madras and went to Bengal and before his departure he Appointed Abraham Angel and Aurelia Sequeira his Joint Attornies that the said Attornies Applied to the Complainant for and borrowed on Account of their Constituent One hundred Pagodas to be Repaid from such funds as the said Edward Pelling was possessed of which money was the property of the Complainant and employed in discharging the Debts of the said Edward Pelling And this Deponent further saith that Aurelia Sequeira sent for Abraham Angel on her death bed and told him at the same time that the Money borrowed from the Complainant was paid from the Property of Edward Pelling and more saith not to this or the last Interrogatory

Maria Thereza Pelling

J. Spalding
Examiner

Mayor's Court at Madraspatnam } Between Luiza Maxwell Complainant and Catharina Pelling Administratrix of Aurelia Sequeira Defendant
On the Part of the Defendant

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

Edward Pelling Writer of Fort St. George Aged 27 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 20th Day of February 1787 Signified at the Office of Mr. Charles Baker who is Attorney for the Complainant 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 Complainant Luiza Haiswell in this Cause, and that he hath so known her two Years or thereabouts and that he doth know the Defendant Catharina Pelling in this Cause and that he hath so known her twenty seven Years or thereabouts —

And More saith not to this Interrogatory —

5th

To the fifth Interrogatory this Deponent saith, he received a letter from Aurelia Sequeira and Abraham Angel on the twenty fifth April One thousand seven hundred and eighty four informing him that they had borrowed of the Complainant One hundred Pagodas to pay his Debts and for which they had Mortgaged a Silver Tea Chest and Teapot of about five hundred Rupees Value belonging to this Deponent that upon receiving the One hundred Pagodas the said Aurelia Sequeira and Abraham Angel did accordingly apply the same in discharge of this Deponent's debts. This Deponent saith he arrived at Madras in the month of March last and that Aurelia Sequeira was then dead and his business Managed by Abraham Angel who charged this Deponent for One hundred Pagodas with its Interest till all paid by him to the Complt. This Deponent further saith that since the

the commencement of this Suit he went to the Complainant along with Abraham Angel and they offered the ballance of fifty five Pagodas with Interest provided if the Complainant would pay the Charges which offer was unjustly Demanded from the Estate of the said Aurelia Sequeira — And more saith not to this or the last Interrogatory —

Edward Pelling

J. Spalding
Examined —

Mayor's Court at
Madraspatnam } Between Luiza Haiswell Complainant and Catharina Pelling Administratrix of Aurelia Sequeira Defendant —

On the Part of the Defendant —

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

Leopold De Mayde of Madras Writer Aged 29 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the 21st Day of February 1787 Signified at the Office of Mr. Charles Baker who is Attorney for the Complainant 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 Complainant Luiza Haiswell in this Cause, and that he hath so known her six Years or thereabouts and that he doth know the Defendant Catharina Pelling in this Cause, and that he hath so known her ten Years or thereabouts — And more saith not to this Interrogatory —

6th ------ To the Sixth Interrogatory this Deponent saith, that he was Book keeper to one Abraham Angel for four Years during which time he had occasion to see several of his Bonds Bills and Accounts Passed and that it was usual for the said Abraham Angel to Sign in the Hebrew Language and for this Deponent to write his Name under it in English And more saith not to this Interrogatory

To the last Interrogatory this Deponent saith, that Abraham Angel And Aurelia Sequira became as Attornies to one Edward Pelling on his departure from this place to Bengal and that the said two Attornies on settling the said Edward Pellings business did Borrow a Sum of Money from the Complainant Luiza Maiswell and this Deponent heard some time after the death of Aurelia Sequira Abraham Angell One of the Attorney paid to the Compl.t some part of the Money and for the Remainder he promised to pay her - to which she Accepted in the mean time having raised some Disputes between the Compl.t and Defendant sued the Defendant in the Mayors Court unjustly - And more saith Not to this Interrogatory

Leopold Deatayde

J. Spalding
Examined

Mayors Court at Madraspatnam } Between Luiza Maiswell Complainant and Catharina Pelling Administratrix of Aurelia Sequira Defendant

On the Part of the Defendant

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

John Charles Jessell of Madras Inhabitant Aged 36 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defend.t Was on the 19th Day of February 1787 Signified at the Office of Mr Charles Baker who is Attorney for the Complainant 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 follows—

1st ------ To the first Interrogatory this Deponent saith, that he doth know the Complainant Luiza Maiswell in this Cause, and that he hath so known her One Year and a half. And that he doth know the Defend.t Catharina Pelling in this Cause, and that he hath so known her two Years and a half. And more saith Not to this Interrogatory

7th ------ To the Seventh Interrogatory this Deponent saith, that he did Act as Attorney for the Defendant in her Administration to the Estate of Aurelia Sequira deceased and that she Appointed him her Attorney about Sept.r One thousand Seven hundred and eighty five He saith that to the best of his knowledge and belief no Application was made either by him or by the Defendant to Abraham Angell to settle matters between the Complainant and Defendant but that Abraham Angell did promise as Attorney to Edward Pelling to settle and pay the Amount of the debt in Question and all Costs of the Suit And more saith Not to this or the last Interrogatory

Charles Jessel

J. Spalding
Examined

Mayor's Court at Madraspatnam } { Tuesday the 5th Day of February Anno Domini 1788

L.S.

Mayor's Court

Present

Edward John Holland Esqr Mayor

William Webb and Andrew Ross

Aldermen

Between Luiza Marsill of Madras Inhabitant Complainant and Cathrina Pilling Administratrix of all and singular the Goods Chattels Rights and Effects of Aurelia Liquera deceased Defendant

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides and Reading the Complainant's Bill with Copy of an Account Current Annexed, The Defendant's Answer with Copies of Two Exhibits Marked A and B Annexed, The Replication, The Rejoinder, The Interrogatories and Depositions on the Part of the Complainant with two Exhibits Marked A & B Annexed, The Interrogatories and Depositions on the Part of the Defendant 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 shall pay unto the Complainant Out of the Estate and Effects of Aurelia Liquira Deceased the full and Just Sum of Seventy One Pagodas and Sixteen Fanams or Pag.s 71.16 — together with all such Interest as now is or shall hereafter become due thereon until full Payment is Made and it is further Ordered and Decreed that each Party do pay their Own Costs

Per Cur.

Filed 19th Jany 1788

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Showeth unto this Honble Court Your Orator Gabriel Devlon late of Madras Esquire by his Attorney Sir John Menzies Baronet that Cotta Moocundoo Naick of Madras Dubash stands indebted unto Your Orator in the full and just Sum of One thousand One hundred and Twenty Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of eight shillings for every Pagoda the Sum of Four hundred and Forty eight Pounds as will More fully and at large Appear by the Copies of a Mortgage Bond and of an Account as also of a Warrant of Attorney to confess Judgment 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 the Possession of Your Orator's said Attorney and Ready to be produced

be

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 the said Sum of One Thousand One hundred and Twenty Pagodas.

But now so it is and may it Please this Hon.ble Court the said Colla Moorundoo Naick Obstinately and wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premises Your Orator prays a general Relief such as to this Hon.ble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore, that the said Colla Moorundoo Naick 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 Orator the aforesaid Sum of One Thousand One hundred and Twenty Pagodas 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 Colla Moorundoo Naick 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
Atty for Compl.t

14th January 1788
This Bill was shewn to me between the Days of Adjournment Let a Summons issue Returnable Next Court Day
Edw.d John Holland
Mayor

Know all Men by these Presents that Colla Moorundoo Naick of Madras Dubash am held and firmly bound unto Gabriel Doveton of the same place Esquire in the Penal Sum of Two Thousand (2000) Star Pagodas Current Money of Madras to the Payment whereof Well and Truly to be made to the said Gabriel Doveton 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 Day of January in the Year One Thousand Seven hundred and Eighty Seven.

Whereas the above bound Colla Moorundoo Naick hath borrowed and Received of the above Named Gabriel Doveton the full and just Sum of One Thousand Star Pagodas Current Money of Madras to wit at Interest at the Rate of Twelve (12) per Cent per Annum Payable in One Month from the date hereof and for securing the payment thereof he doth hereby Assign and make over unto the said Gabriel Doveton two Certain Bonds or Obligations bearing date Respectively the Thirteenth day of April and the first day of June last and being each of them for the Sum of One Thousand Star Pagodas and Interest and given by One Ponnengary Nadamalapellah to the above bound Colla Moorundoo Naick and doth Constitute the said Gabriel Doveton for the Recovery thereof to be his true and Lawful Attorney.

Now the Condition of this Obligation is such that if the above bound Colla Moorundoo Naick his heirs Executors, Administrators, or Assigns, shall well and Truly pay or cause to be paid unto the said Gabriel Doveton his heirs, Executors, Administrators or Assigns the full and just Sum of One Thousand (1000) 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—
గొటిల కొండప్ప సొక్కప్ప [illegible]
[illegible]

కొంటముకుంద నాయడు L.S.

A true Copy—
J. Popham

Cottah Moocundoo Naick .... Dr

To Captn G. Doveton

1787 Jany 1st	To the Amount of Your Bond of this date	1000—
Jany 1st	To Interest due to this day @ 12 ⅌ Cent	120—
	Pagodas ...	1120—

Fort St George
1st Jany 1788—

Errors Excepted
John Menzies
Attorney for G. Doveton

A true Copy
J. Popham

To Mr Peter Walker Gentleman One of the Attornies of the Honble the Mayor's Court at Madraspatnam or to any other Attorney of the said Court—

These are to Authorize and desire You or any of You to Appear for me Cottah Moocundoo Naick of Madras Dubash at any Court that may be held after the first day of February Next to any Bill of Complaint that may be filed upon a Bond given by me to Gabriel Doveton Esquire for the Sum of Two

Thousand Star Pagodas Conditioned for the payment of One thousand Pagodas and Interest on the said first day of February bearing even date herewith and thereupon to let a decree pass against me by Acknowledging the debt so that Execution may immediately issue for such Principal Money and Interest as may be due as well as all Costs of Suit and for Your so doing this shall be to You or any of You Your Sufficient Warrant and Authority Witness my hand and Seal at Madras this first day of January One Thousand Seven hundred and Eighty Seven—

కొంటముకుంద నాయడు L.S.

Signed Sealed and delivered
Where no Stampt Paper is to be had
in the presence of—
గొటిల కొండప్ప సొక్క
[illegible]

A True Copy
J. Popham

Mayor's Court at Madraspatnam } { Tuesday the 29th day of January Anno Domini 1788—

Present—

Edward John Holland Esqr Mayor
Josias Du Pre Porcher and Andrew Ross
Aldermen—

L.S.

Mayor's Court

Between Gabriel Doveton late of Madras Esquire by his Attorney Sir John Menzies Baronet Complainant and Cotta Moocundoo

Moorundoo Naick of Madras
Dubash Defendant —

The Defendant by his Attorney Mr. Peter Walker being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto Complainant the full and Just Sum of One Thousand One Hundred and Twenty Star Pagodas / Pagodas 1120 — 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 16th Sept.r 1786 —

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Robert Ewing of Fort Saint George Merchant that Thomas Dennet Mariner stands well and Truly Indebted unto Your Orator in the full and just Sum of Three Thousand and Sixty four star Pagodas Current Money of Madras Making at the rate of Eight Shillings for every Pagoda the Sum of One Thousand Two Hundred and Twenty five Pounds and Twelve Shillings Sterling Money of Great Britain, for Whereas Your Orator some Time in the Month of September

which was in the Year of Our Lord One Thousand Seven hundred and Eighty five as a Merchant having Occasion to send by Sea a Quantity of Copper to Masulipatam, Coringa and Vizagapatam to a Considerable Amount and Value was induced to Ship the same on on Board a Ketch or Vessell called the Preston whereof the said Thomas Dennet was Commander as will more fully appear by Two Several Bills of Laden duly signed and Delivered by the said Thomas Dennet, Copies of which are hereunto Annexed Marked **A** and **B** for the Inspection of this Hon.ble Court — Acknowledging the Receipt of One Thousand five hundred and Ninety Eight Sheets and pieces of Copper weighing Seventy Candy Your Orator's property also a further Quantity of One hundred and fourteen Boxes containing Twenty Candy of Stick Copper also Your Orator's property which said Sheets Pieces and Boxes of Copper he the said Thomas Dennet as Commander of the said Ketch or Vessell Engaged undertook and faithfully Promised to deliver at the Port or place in the said Bills of Laden mentioned to the Agents of Your Orator According to the purport true Intent and Meaning Expressed and Declared in the said Bills of Laden Your Orator further Sheweth unto this Hon.ble Court that he the said Thomas Dennet in Order to induce Your Orator to Ship the said Copper on Board of his Vessell or Ketch and to Obtain from Your Orator a Considerable Sum of Money which he then and there paid to him to wit One hundred and forty Star Pagodas Current Money of Madras for the freight or safe Conveyance of the same, Did Solemnly Affirm and Declare that the said Vessell or Ketch called the Preston was in every Respect well found and fit for such a Voyage then to be

Commenced

Conscience he the said Thomas Dennet well knew the said Vessell or Ketch was Leaky in bad Condition and unable to perform the Voyage with probable Safety and that Your Orator's Property was thereby exposed to great Risque and Dangers Contrary to the promises and Assurances of him the said Thomas Dennet in that behalf Solemnly made and pledged — Your Orator further Sheweth unto this Honble Court that a few Days after he had Suffered his said Copper to be Shipped on Board of the said Vessell or Ketch he Your Orator Received information that the said Vessell was Entirely unfit and insufficient for the Voyage the said Vessell leaking so much at Her Anchors in the Roads as to Require her Pumps being Constantly worked Notwithstanding which of Your Orator Charges that the Water at times flowed over part of the Copper which was Stow'd on the bottom of Her hold whereupon Your Orator Alarmed for the Safety of his Property Applied to the said Thomas Dennet the Commander of the said Vessell or Ketch Requesting that the said Copper might be Relanded, and not Subjected to such uncommon Danger as from the Report regarding the Condition of the said Vessell he Your Orator Apprehended — to which Application of Your Orator the said Thomas Dennet as commander of the said Ketch or Vessell with the Most Solemn Asseverations declared and Protested that such Information was untrue urging that it would be the Ruin of his Voyage to unload a Part of his Cargo to get at Your Orator's Copper — Admitting at the same time the Vessell or Ketch made a little Water but not a quantity sufficient to cause the least Apprehension for the Safety of her Cargo, and he the said Thomas Dennet as Commander of the said Vessell or Ketch Repeatedly in the Most Solemn Manner Assured Your Orator that the said Vessell or Ketch was in every Respect fit for

for such a Voyage and that the property of Your Orator was perfectly Safe and secure therein Your Orator further Sheweth unto this Honble Court that relying upon the Protestations and Assurances of the said Thomas Dennet as aforesaid he Suffered his property to Remain on Board, and the Vessell or Ketch to depart from the Port of Madras — Your Orator further Sheweth unto this Honble Court that soon after the said Vessell left the Roads of Madras the Winds coming Strong from the Northward Rendered the said Vessell Already insufficient unable to keep the Sea when he the said Thomas Dennet for the Preservation of his own life and that of his Crew and Passengers caused the said Vessell or Ketch to be run in Close to the Shore near Nizampatam and when and Where he the said Thomas Dennet Commander of the said Vessell or Ketch abandoned the said Vessell and left her to Sink or founder at her Anchors — Your Orator further Sheweth unto this Honble Court that the said Thomas Dennet with his Crew and Passengers having got safe to the Shore the said Vessell or Ketch was left to the impetuosity of the waves and sometime after She was so Abandoned and left as aforesaid she sunk in about Twenty feet Water to the great Loss inconvenience and injury of Your Orator Occasioned and incurred from the Neglect Deceit and false Assurances of him the said Thomas Dennet — Your Orator further Sheweth unto this Honble Court that upon Receiving Information of the Loss of the said Vessell or Ketch being wholly uninsured he used his best Endeavours by his Agent Friends and Acquaintances to Recover so Much of the Copper as could possibly be saved for Which Purpose Your Orator at a very heavy Charge and Expence sent a Number of Peons and Divers who Acting in

Conjunction with others from Masulipatam sent by Your Orators Agent, After much time and Labour and at Distant periods got up most of the Copper from the Wreck of the said Vessell or Ketch Your Orator further Sheweth unto this Honble Court that the Dubash of Your Orators Agent being a native of that part of the Country with ease procured Boats to carry the said Copper by an Inland Navigation to Masulipatam — Your Orator further Sheweth unto this Honble Court that on the Arrival of the last of the said Boats With part of the said Copper Your Orators property at Masulipatam and on landing the said part He the said Thomas Dennet came to the pier Head or place where the said Copper was so landed and in a Most Outrageous and unprecedented Manner beat and ill Used the Servants, Peons and People who had charge of the said Copper and by force and Arms Seized upon and Carried away upwards of Eight hundred Sheets of Copper Your Orators property Contrary to his Duty as Commander of the Vessell and in open Defiance of the Laws of England and against the Will of Your Orator which said Eight hundred Sheets of Copper or upwards to the full Amount or weight of Twenty Seven Candies and four hundred Pounds being Valued and of just Estimation at and after the Rate of Sixty seven and an half Madras Pagodas per Candy Makes the full and just Sum of Two Thousand and Sixty four Star Pagodas like Current Money of Madras being of the Value of Eight hundred and Twenty five Pounds and Twelve Shillings Lawful Money of Great Britain aforesaid at the rate aforesaid as by an Account thereunto Annexed Marked No. 3 for the Satisfaction of this Honble Court will more fully Appear — Your Orator further Sheweth unto this Honble Court that he hath

hath frequently by himself and Agent both before and After the said Thomas Dennet had so unwarrantably seized upon Your Orators Property as aforesaid offered to pay him whatever he might reasonably Deserve to have or to be entitled unto by way of Salvage, Wages or otherwise in the Premises, And in Particular on the Second and third Days of the Month of May in the said Year One thousand Seven hundred and Eighty Six Your Orator by his Agent Mr. William Hamilton of Masulipatam did by Two Several Letters demand of the said Thomas Dennet to restore Your Orators Copper so unlawfully Seized and detained by him as aforesaid and then and there undertook and faithfully promised on behalf of Your Orator to make good and pay to him the said Thomas Dennet such Reward Allowance or Gratification as he Might have a legal right to expect for his trouble in Assisting Your Orators Divers to bring up the said Copper But Your Orator Sheweth that the said Thomas Dennet refused to comply with such the fair and Reasonable request offer and Proposal of Your Orator or to give him any Satisfaction touching the Premises Artfully Pretending that such Offers were too indefinite for him to pay Attention to, Whereupon Your Orators Agent the said William Hamilton did then and there in due form of Law protest against the said Thomas Dennet for all Losses Damages Costs and Charges whatsoever that Your Orator Might Sustain or be put to by the Seizure and detention of the said Copper as will more Particularly Appear by a Copy of the said Protest No. 4 and a Letter No. 5 hereunto Annexed which Your Orator prays may be taken as part of this his Bill of Complt The Originals whereof are in the Custody and Possession of Your Orators Attorney Ready to be produced when this Honble Court

May Require the same And Your Orator further Sheweth that Convinced from the General Character and Conduct of the said Thomas Dennet that he should not be able to prevail on him to Restore Your Orators Property and moreover being Apprehensive that the said Thomas Dennet would Embezzle and make away With the same He Applied to the Honble the Governor and Council of Fort Saint George by Letter wherein he stated the Circumstances and Particular hardships of his case and Requested they would Adopt Such Measures as would prevent the said Thomas Dennet from carrying off and Destroying the aforesaid Property of Your Orator unlawfully Seized And detained by the said Thomas Dennet in Manner aforesaid In Consequence whereof the Honble the Governor and Council were pleased to direct Their Chief and Council at Masulipatam aforesaid to make particular inquiry into the Circumstances of the Case and to Act therein According to equity and Justice Whereupon the said Chief and Council having investigated the premisses were Pleased to order that the Articles should be deposited at the Godown wherein the said Thomas Dennet had Deposited the said Copper And the same now Remains in such Custody until the further Order and Direction of this Honble Court. And Your Orator further Sheweth unto this Honble Court that he hath by his Agent and otherwise frequently Remonstrated with the said Thomas Dennet upon the Injustice of his Conduct and have frequently in an Amicable Manner Requested that he the said Thomas Dennet Would Deliver up the said Twenty Seven Candy and Four hundred Pounds Weight of Copper Your Orator's Property so forcibly taken Possession of by him Contrary to Law Reason and

Reason and Equity or that he the said Thomas Dennet would Pay unto Your Orator the Value of the said Copper to wit the said Sum of Two Thousand and Sixty four Star Pagodas Current Money of Madras aforesaid being of the Value aforesaid and also all such Damages Costs and Charges Your Orator hath been Put to by Reason and Means of the Premisses with which said Reasonable requests Your Orator well hoped the said Thomas Dennet would have Complied as in Justice and Equity he ought

But now so it is And may it Please this Honble Court that the said Thomas Dennet wholly Regardless of his Promises and expressly contrary to his Duty as Commander of the said Vessell or Ketch wilfully and Obstinately Refuses to give Your Orator any Manner of Satisfaction Touching the Premisses on the Contrary he the said Thomas Dennet hath Combined and Confederated himself to and and with divers other Evil disposed persons at present to Your Orator unknown whose Names when Discovered Your Orator prays may be inserted in this his Bill of Complaint with apt and proper Words to charge them how to injure and aggrieve Your Orator and Deprive him of his property in Manner and form as afore stated And now is pretending and Alleging and otherwise hath given and Declared that he Thomas Dennet as Commander of the said Vessell or Ketch is Entitled unto One third Part of the whole that should be or was saved or recovered from the Wreck of the said Vessell or Ketch which pretences and Declarations of the said Thomas Dennet are Contrary to Law Reason and Equity and hath a Manifest tendency to embolden Men with a desire of losing their Ships or Vessells and endanger the

(A)

Shipped by the Grace of God, in Good Order and Condition, by Robert Ewing in and upon the good Ketch Called the Preston whereof is Master, under God, for this Present Voyage, Thomas Dennett and now Riding at Anchor in Madras Roads and by God's Grace bound for Masulipatam Coringa and Vizagapatam to say One thousand five hundred and Ninety Eight Sheets and Pieces of Copper Weighing Seventy Candy being mark'd and Numbr'd as in the Margent, and are to be deliver'd in the like good Order and Condition, at the aforesaid Port of Masulipatam (the Danger of the Seas only excepted) unto Roger Darvall Esquire or to his Assigns, Freight for the said Goods being already Paid with primage and Avarage Accustom'd. In Witness whereof the Master or Purser of the said Ship hath Affirmed to three Bills of Lading, all of this Tenor and Date, the one of which three Bills being Accomplish'd, the other Two to stand Void. And so God send the Good Ship to her Desired Port in Safety Amen. Dated in Madras 26th Septr 1785.

Thos. Dennett

A true Copy
J. Grierson
Compl.ts Atty

(B)

Shipped by the Grace of God, in good Order and Condition, by Robert Ewing in and upon the good Ketch called the Preston whereof is Master, under God, for this Present Voyage Thomas Dennett and now Riding at Anchor, in Madras Roads and by God's Grace Bound for Coringa and Vizagapatam to say, One Hundred and fourteen Boxes Containing Seventy Candy of Stick Copper being marked and Numbr'd as in the Margent, and are to be deliver'd in the like good Order and Condition, (the Danger of the Seas only excepted) unto William Hamilton Esquire at Either of the aforesaid Ports as he may Choose or to his Assigns, the Freight for the said Goods being Already paid with Primage and Avarage Accustom'd. In Witness whereof the Master or Purser of the said Ship hath affirmed to three Bills of Lading, all of this Tenor and Date, the one of which three Bills being Accomplished, the other Two to stand Void. And so God send the good Ship to her desired Port in Safety. Amen. Dated in Madras 26th Septr 1785.

Thos. Dennett

A true Copy
J. Grierson
Compl.ts Atty

No. 3

Dr. Thomas Dennett in Account With Robert Ewing Cr.

1786 Janry.	17th	To Amount of 800 Sheets of Copper weighing 27 Candies and 200 lb My Property Unlawfully Seized by You at the [illegible] Head at Masulipatam at 71½ Madras Pagodas per Candy Exchange at 10 p Ct. is St. Pagodas	2064 " "	1786 Augt.	30th	By Amount Due	3064 " "
		To Amount of Damages Interest &c. &c. as are Particularly Set forth in the Annexed Bill of Complaint	1000				
		Star Pagodas	3064 " "			Star Pagodas	3064 " "

Fort St. George 30th August 1786
Errors Excepted

Robt. Ewing

A true Copy J. Grierson
Compl. Atty.

No. 4

William Hamilton Attorney for Robert Ewing Esqr. of Fort St. George declare that in Virtue of a Power legally Vested in me I did Yesterday on the Second Instant of this Month of May 1786 Write a Letter to Captn. Thomas Dennett demanding of him to Restore the Copper belonging to the said Robert Ewing which he had illegally Seized and kept Possession of at the same time engaging to make good to him the said Thomas Dennett such reward allowance or Gratification as he might have a legal right to Expect for his Trouble in assisting the said Robert Ewing's Divers to bring up his Copper. That after waiting Twenty four hours without receiving an Answer to this Letter I again wrote a few lines to the said Thomas Dennett this Morning and at Noon received from him an Answer quite different from what I had hoped for instead of Delivering up the Copper he persists in Keeping it and says that he cannot pay much Attention to so indefinite an offer as that contained in my Letter, altho' that offer was Nothing less than an engagement to make good to him every legal Claim. William Hamilton aforesaid on the part of the said Robert Ewing Esqr. do therefore Protest formally Against the said Thomas Dennett and make him Responsible for all Loss and Damage which May happen to the said Robert Ewing by the Seizure and detention of his Copper of what Nature soever such as loss of Interest, loss of Price, Loss of Sale, loss of expected Returns, loss by default of Agreement &ca. &ca. all which Judges may

Amount to Five Thousand Madras Pagodas —

Signed Sealed and Declared
as a Protest this 3rd May 1786 —
before Me

Will: Hamilton (L.S.)

A true Copy
J. Grierson
Compl.ts Atty

Jn. Williams
Chief of Masulipatam

(No. 3)

Masulipatam Jan.y 21st 1786 —

Dear Sir

I am Sorry to have given You the trouble of waiting for my meaning which is to such Salvage as the Laws of Our Country in all such Occasions allow, being One Third of the Whole saved until that Business is finally Settled I cannot think of Delivering up any part of the Copper that is now in my Possession. I am Dear Sir

Your Very Obed.t Serv.t
Thos. Dennett

Roger Darvall Esqr.

A true Copy
J. Grierson
Compl.ts Atty

Filed the 26th Sept.r 1786

The Hon.ble the Mayor's Court

Robert Ewing Complainant
vers.
Thomas Dennet Defendant

Robert Ewing the Complainant in the above Cause being duly Sworn maketh Oath and saith That Some time in the Month of September in the Year of Our Lord 1785 He purchased from the Hon.ble the English East India Company at Fort Saint George between Eight and Nine Thousand Pagodas worth of Copper and Shiped the same on board of Vessell Called the Preston whereof the Defendant Thomas Dennet was Master then lying in Madras Roads and bound to Masulipatam That when the said Vessell was about to depart on her Said intended Voyage He this Deponent was informed that she was so leaky that her Crew tho constantly pumping Could hardly keep her free or prevent the Water from rising above part of the Copper, which was Stowed away in the Bottom of the Hold That upon Receiving this information this Deponent applied to the said Thomas Dennet to know the truth thereof who Solemnly Assured this Deponent that his information was false and that the said Vessell tho making a little water, was in a Condition to perform her Voyage in safety and that if this Deponent Obliged him to Reland his Copper it would be the Ruin of his Voyage and of himself as he must unstow and

Land a part of his Cargo to get at it, or words to that purport and Effect, whereupon this Deponent did not further insist upon having his said Copper Relanded, and the said Vessell departed therewith. That sometime after her said departure, this Deponent was informed that having met with fresh Northerly Gales of Wind and being unable to keep the Sea the Defendant Thomas Dennett for the preservation of his own Life and that of his Crew and Passengers, had Ran the said Vessell in Close to the Shore near Vizagapatam, and having let go an Anchor, Abandoned her and that some little Time after she Sunk in about twenty feet Water. That on hearing of this Misfortune and being totally uninsured this Deponent wrote to such friends as were likely to Assist him, and at Much expence sent Divers, and other persons to get up the Copper, which with difficulty it was Accomplished except a few Sheets. And by the Aid and Assistance of Mr. Roger Darvall this Deponent's Agent the Whole of the Copper, so Saved as aforesaid, was brought to Masulipatam thro' an Inland Navigation, which was done by Means of the said Mr. Darvall and his Dubash, the latter being Renter of the Vizagapatam Country and by that means having an Influence. That upon the Landing of the last parcell of the said Copper at Masulipatam the said Defendant Thomas Dennett did in a Most Violent and outrageous manner Seize upon the said Copper, and beat the Servants who were in Charge thereof, and forcibly took and Carried away upwards of Eight hundred Sheets thereof Pretending that he was entitled to a third part of the whole, by way of Salvage. In consequence whereof this Deponent's Attorney

the illegal and unjust proceedings of the said Thomas Dennett in the premises, as will more Particularly appear by the said protest in the hands of this Deponent's Attorney ready to be produced, a Copy Whereof is Annexed to this Deponent's Bill filed in the above Cause. And this Deponent Saith that the Chief and Council at Masulipatam, in consequence of an Application from this Deponent, to the late President and Council of Fort St. George, and of their Orders and directions, to make particular enquiry into the Premises, and to do therein as should Appear to them to be Right and just Have as this Deponent is informed and believes Placed a Centinal at the Door of the Godown where the said Copper was deposited and where as this Deponent is informed it still Remains until the Right of property shall be ascertained and Lastly this Deponent saith that he Verily believes the said Defendant Thomas Dennett is poor and unable to pay the Amount and Value of the said Copper so unlawfully Seized and detained by him

Robt. Ewing

Sworn to in Madras
this 22d September 1786
Before Me Jos: Du Pré Porcher
Alderman

Filed the 28th Novr 1786

In the Honble the Mayor's Court

Robert Ewing Esqr
Complainant
versus
Thomas Dennett Defendant

Robert Ewing Esqr the Complainant in the above Cause being duly Sworn maketh Oath and saith that the Defendant Thomas Dennett did Violently and forcibly seize take and Carry away Eight Hundred Sheets of Copper or upwards the property of this Deponent at Madraspatnam as will more particularly Appear by a certain Bill of Complaint filed in this Honble Court by this Deponent Against the said Thomas Dennett as also by a certain Affidavit filed in the said Cause on or about the 26th day of September last past And this Deponent further saith that the said Defendant Thomas Dennett hath been within the Jurisdiction of this Honble Court since the said Cause of Action arose

Robt Ewing

Sworn before me
this 24th day of November 1786
Jos Du Pré Porcher
Alderman

Mayor's Court at Madraspatnam } Tuesday the 29th Day of January Anno Domini 1788

Present

L.S.

Mayor's Court

Edward John Holland Esqr Mayor
Josias Du Pré Porcher and Andrew Ross
Aldermen

Between Robert Ewing of Fort Saint George Merchant Complainant and Thomas Dennett Mariner 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 as the Defendant hath 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 do deliver up to the Complainant the Copper in dispute and that the Defendant do pay all Costs of Suit

Per Curiam

Filed 26th Jany 1788 —

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Henry Alexander of Madras Esquire that Vencatachelum and Vencatakistnum of Saint Thomé Inhabitants Stand Indebted unto Your Orator in the full and just Sum of Four Hundred and Eighty Eight 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 One Hundred and Ninety five Pounds and Six Shillings as will more fully and at Large Appear by Copy of an Account Current and also by Copy of the Translation of a Mortgage Bond given and granted unto Your Orator by the said Vencatachellum and Vencatakistnum on the Thirtieth day of July in the Year of Our Lord One Thousand Seven hundred and Eighty five 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 the Originals whereof being in Your Orator's possession and Ready to be produced when Required And Whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of said Sum of Four hundred and Eighty eight Pagodas and fourteen fanams from the said Vencatachellum and Vencatakistnum —

But now so it is May it Please this Honble Court the said Vencatachellum and Vencatakistnum — 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 Vencatachellum and Vencatakistnum 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 eight Pagodas and fourteen 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 Vencatachellum and Vencatakistnum 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 Dudley
Atty Complainant

Fort St George 26th Jany 1788
This Bill was Shewn to me between the
days of Adjournment Let a Summons issue
thereon Returnable the next Court day
Edwd John Holland
Mayor

(96)

Dr. Vencatachellum and Vencatakistnen in Account Current with Henry Alexander Cr.

			P.	F.	C.		P.	F.	C.
5	30th	To the Amount Principal of Your Mortgage Bond Tenor of this Date	300	"	"	By Balance	488	14	"
8	14th	To Interest on D° from 30th July 1785 to this day is 2y. 11m. @ 12 ℘ Cent ℘ Annum	88	14	"				
		To Cash paid and Advanced Mr. Henry Du Puy the Attorney of Supporting Right under Your Mortgage Bond the premises which were seized by the Sheriff at the Suit of the Executors of Ramana Moodelly Deceased against Your Brother Ramapatam	100	"	"				
		Pagodas	488	14		Pagodas	488	14	"

Madras 14th Janry 1788.

E. E. ℘ Pro. Henry Alexander

A true Copy H. Du Puy
Atty Complainant

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(97)

Translation of a Mortgage Bond Dated the 30th of July 1785—

We Vencatachelum and Vencatakistnam Sons of Lingery Naick of Vannya Cast at Saint Thomé do give this Mortgage Bond to Major Henry Alexander That is to Say—

We have Mortgaged to You our Garden Situated at Saint Thomé on the South side to the Garden of Nagojee Pundit together with the Original Title Deed, and Borrowed and Received of You the Sum of (300) three hundred Current Star Pagodas, which Sum shall Charge with such Interest as may become due thereon at the Rent arising from all the Trees in the said Garden, the Residue We promise to pay You on or before the Expiration of a Year from the date hereof Thus by our Consent do give this Mortgage Bond, Witnesses Conjeeply Arunachela Moodalyar, and Lawmy Naick by their Knowledge Drawn and Signed by the said Vencatachelum—

Witnesses (Signed)
Lawmy
Arunachalum

(Signed)
Vencatakistnam

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

Soobaroyam
Interpr.

A true Copy
H. Du Puy
Atty Compt.

Mayor's Court at Madraspatnam } { Tuesday the 19th Day of February Anno Domini 1788 —

Present —

L.I.

Edward John Holland Esqr Mayor

James Call and Andrew Ross

Aldermen —

Mayor's Court

Between Henry Alexander of Madras Esquire Complainant and Venkatachelum and Venkata Kistnen of Saint Thome Inhabitants Defendants —

The Defendant by his Attorney Mr Charles Inglis 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 Defendants shall pay unto the Complainant the full and Just Sum of Four Hundred and Eighty Pagodas and fourteen Fanams Pagodas 488.14. 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 —

L Hew

Filed the 6th Decr 1787 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Leonard Ruggles of Madras Merchant That James Baxter also of Madras Merchant stands indebted unto Your Orator in the full and just Sum of One hundred and Sixty two Pagodas and twenty seven Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Sixty five Pounds One Shilling and One Penny or thereabouts as will more fully and at large Appear by the Copies of a Note of hand and the Endorsement thereon 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 is 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 One hundred and Sixty two Pagodas twenty seven Fanams

But now so it is and may it please this Honble Court the said James Baxter 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 James Baxter 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 two Pagodas twenty seven fanams With all such Interest as now is or shall hereafter become due thereon also Costs of this Suit

May it Please this Honble Court to Cause the said James Baxter 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 Complaind and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

December 6th 1787

J. Popham
Attorney for Complt.

This Bill was shewn to me between the days of Adjournment Let a Summons issue Returnable Next Court Day

Jas. Call
Mayor

I Promise to pay to Mr. Lud. Henry Salder or order Ten Days after date the Sum of One Hundred and Sixty two Star Pagodas and twenty seven fanams for Value received Madras November 10th 1787

Jas. Baxter

Please pay the within to Mr. John Leonard Biggle 24th Novr. 1787

L. H. Salder

A true Copy
L. Popham

Mayor's Court at Madraspatnam } { Tuesday the 19th Day of February Anno Domini 1788

Present

Edward John Holland Esqr. Mayor
James Call and Andrew Ross
Aldermen

L.S.

Mayor's Court

Between John Leonard Biggle of Madras Merchant Complainant and James Baxter also of Madras Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and Sixty Two Pagodas and Twenty seven Fanams or Pagodas 162.27 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

[illegible]

Filed this 10th Decr 1787—

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sam Dubash of Madras Inhabitant That James Barker of the same place Merchant stands justly and truly indebted unto Your Orator in the full and just Sum of One hundred and Eighteen Star Pagodas Thirty seven fanams and Thirty five Cash Current Money of India Making in Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda the Sum of Forty seven Pounds ten Shillings and six Pence or thereabouts as does More Particularly and at Large Appear by the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Bill of Complaint The Original of which is in Your Orator's Attorney's Possession 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 of the said Sum of One hundred and Eighteen Star Pagodas Thirty seven fanams and Thirty five Cash from the said James Barker—

But now so it is May it please this Honble Court the said James Barker Obstinately and willfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises— Your Orator therefore prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said James Barker 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 Eighteen Star Pagodas Thirty five fanams and Thirty five Cash together 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 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 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. Ingle.
Atty for the Compt

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

Dr. Mr James Barton in Account Current with Sam Dubash —— Cr.

			Pags	Fs	Cs				Pags	Fs	Cs
1787 Septr	5th	To Amount of this Sum You Paid to my Master Mr Harrington when Order to You to pay Me	329	19	"	1787 Septr	5th	By Amount of the Sum for 2 Casks of Salt	28	16	"
								By Cash Received Ready Money	192	"	"
Decr	5th	To Interest on Do to this day being 3 Months 12 p Cent p Annum	9	39	55			By Interest on the above Sums from their Respective dates to this day being 3 Months at 12 p Cent p Annum			
		To my Custom on Pagodas 329 & fans 19 at [illegible] fanams p a Pagoda	6	22	"			On Pags 28.16 " " 38.20			
								On Pags 192 " " 5.34 "	6	27	20
									226	43	20
								By balance due to Me	118	37	35
		S. Pagodas	345	35	55			S. Pagodas	345	35	35

Fort Saint George
5th November 1787
Errors Excepted
(Signed) Do.

A true Copy
Chas. Inglis
Atty for the Compl't

Mayor's Court at Madraspatnam } { Tuesday the 19th Day of February Anno Domini 1788 —

Present ——

L.S.

Edward John Holland Esqr. Mayor
James Call and Andrew Ross
Aldermen ——

Mayor's Court

Between Sam Dubash of Madras Inhabitant Complainant and James Barton of the same place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of One Hundred and Eighteen Pagodas Thirty Seven Fanams and Thirty five Cash Pagodas 118.37.35 together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit —

Decree

Filed 11th January 1788

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

Humbly Complaining sheweth unto this Hon.ble Court Your Orator Annachella Chitty of Madras Inhabitant that Alexander Stephen also of the same place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of One hundred and Eighty four Star 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 Seventy four Pounds and Sixteen Shillings as will more fully and at large appear by Copy of a Note 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 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 One hundred and Eighty four Star Pagodas and thirty fanams from the said Alexander Stephen

But now so it is May it Please this Hon.ble Court the said Alexander Stephen 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 Alexander Stephen may upon his Corporal Oath full true and perfect Answer make to all and singular the Matters and

Things

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 Eighty four Star Pagodas and thirty fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said Alexander Stephen 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. Inglis
Atty. for the Compl.t

Fort St. George 8th January 1788
This Bill was shewn to me in the Days of
Adjournment Let a Summons issue Returnable
on the 15th January Next
Edw.d John Holland
Mayor

Madras 9th October 1787

Two Months After date I promise to pay to Annachella Chitty or his Order the Sum of One hundred and Eighty four Star Pagodas and thirty fanams for Value

Received Witness my hand

(Signed) A: Stephen

Star Pagodas 184.30

I agree to pay the One half of the within After One Month

A: S:

[illegible]

[illegible]

A True Copy

Cha: Ingles
Att^y for the Compl^t

Mayor's Court at Madraspatnam } { Tuesday the 26th Day of February Anno Domini 1788

Present —

L.S.

Edward John Holland Esq^r Mayor
Robert Ewing and Andrew Ross
Aldermen —

Mayor's Court

Between Arunachella Chitty of Madras Inhabitant Complainant and Alexander Stephen 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 Complainant's Bill which he has Neglected doing This Court

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 Eighty four Star Pagodas and thirty fanams (Star Pag^s 184.30 —) 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 25th Feby 1788 —

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

Humbly Complaining sheweth unto this Hon^ble Court Your Orator Avadanum Paupiah of Madras Inhabitant That Bydapauty Ramiah of the same Place Inhabitant stands justly and truly indebted unto Your Orator in the full and Just Sum of Three hundred and Eighty Nine Pagodas thirty five fanams and fifty two 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 five Pounds Eighteen Shillings and three Pence or thereabout as will more fully and at Large Appear by a Copy of said Account Current 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 Original of which is in Your Orator's Possession and Ready to be Produced when Your Orator shall by this Hon^ble Court be thereunto required Your Orator further Sheweth unto this Honble Court that the said Bydepauty Raumiah did and by a Certain Mortgage Bond or Obligation bearing date the Twenty fourth day of October which was in the Year of Our Lord One thousand Seven hundred and Eighty four became Bound well and truly to pay or Cause to be paid unto Your Orator the Sum of three hundred Pagodas and did further agree and by the said Mortgage Bond or Obligation that in default of Payment of the said Sum of three hundred Pagodas Your Orator might and should Prosecute him the said Bydepauty Raumiah in this Honble Court, as will more fully and at Large Appear by a Copy of the said 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 Orators Bill of Complaint the Original of which is in Your Orators Possession and Ready to be produced whenever Your Orator shall by this Honble Court be thereunto Required, Your Orator further Sheweth unto this Honble Court that in the Charter Granted by his late Majesty George the Second to the Honble 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 Two it is Expressly declared And provided that it shall and may be Lawfull for this Honble 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 Honble Court Your Orator further sheweth unto this Honble Court, that in the said Mortgage Bond or

Obligation

Obligation is inserted a Clause by the Consent and Agreement of the said Bydepauty Raumiah which is in every Respect Conformable both in Letter and Spirit that part of his late Majestys Charter Respecting Indian Natives herein before Recited by which Your Orator is Enabled Rendered fully competent and legally Qualified to Prosecute this Your Orators Suit in this Honble Court against the said Bydepauty Raumiah Your Orator further Sheweth unto this Honble Court, the said Bydepauty Raumiah hath not nor hath any One for him Paid or Caused to be paid unto Your Orator or unto any One for Your Orators use, either the whole or any part of the money due and Owing on the said Mortgage Bond or Obligation Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said Bydepauty Raumiah of the said Sum of three hundred and Eighty Nine Pagodas thirty five fanams and fifty two Cash

But now so it is May it Please this Honble Court that the said Bydepauty Raumiah 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 Bydepauty Raumiah 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 aforesaid Sum of three hundred and Eighty Nine Pagodas thirty five fanams and fifty two

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 Bydepauty Raumiah 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 and abide by such Order and Decree therein as to this Hon^ble Court shall seem Meet —

Fort Saint George
February 25th 1788

T. Spencer
Attorney Complainant

This Bill was shewn to me in the Day of Adjournment let a Summons Issue returnable the next Court Day —

Jn^o Call
Junior Alderman

Dr — Bydepauty Raumiah in Acco^t Curr^t with Anadaunum Paupiah — Cr

1784 Oct^r	24th	To the Amount of Your Mortgage Bond or Obligation of this Date	300	"	"	1788 February	21st	By Balance Due	389	35	52
1788 February	21st	To Interest on D^o from 24th Oct^r 1784 to this Day is 3 Yrs 3 mo 27 ds @ 9 P C^t P Annum	89	33	52						
		Pagodas	389	33	52			Pagodas	389	35	52

Fort Saint George
21st February 1788
E. E.
(Signed) A. Paupia Braminy

A true Copy
T. Spencer
Atty Compl^t

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 Budepauty Raumiah 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 and abide by such Order and Decree therein as to this Hon.ble Court shall seem Meet —

Fort Saint George
February 25th 1788 —

P. Spencer
Attorney Complainant

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

Jas Call
Junior Alderman

Dr. — Bydepauty Raumiah in Acc.t Curr.t With Arradaunum Paigiah — Cr.

1784 Oct.r	24th	To the Amount of Your Mortgage Bond or Obligation of this Date	300	"	"	1788 February	21st	By Balance Due	389	35	52
1788 February	21st	To Interest on D.o from 24th Oct.r 1784 to this day is 3y. 3m. 27d. @ 9 P C.t P. Annum	89	33	52						
		Pagodas	389	33	52			Pagodas	389	35	52

Fort Saint George
21st February 1788 —

E. E. P. Signed A. Paigiah Braminy

A true Copy —
P. Spencer
Atty Compl.t

Translation of a Mortgage Bond Dated 24th October 1784.

I Bydyaunty Rauminaidoo give this Mortgage Bond to Avadaunnum Pauyniah that is to Say —

In Consequence of my urgent Occasions I have Mortgaged to You 2 New Hawsers 1 Cable, 6 Cordage Ropes 14 Paint Casks (100) Hundredweight Junks Together with different kinds of Ropes being the Goods Contained in the Pallanquin Godown situated to the Opposite to Cattelaula Iswara Pagoda and borrowed and Received of You the Sum of (300) Three hundred Star Pagodas which Sum I do hereby engage to repay You on or before the 30th August 1785. together with all such Interest as shall or may become due thereon at the Rate of 9 ℘ Cent ℘ Annum In default of which You are to Recover Your Money by selling the above Goods by prosecuting me in the Court through the means of this Bond Witnesses Chittee Venkatah and Dunnpoory Soobiah by their knowledge Drawn by the own hand Writing of Bydyauntee Rauminaidoo

Witnesses Signed
Chittee Venkiah

Signed Bydyaunty Rauminaidoo

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

A true Copy
P. Spencer
Atty Complt

Mayor's Court at Madraspatnam } { Tuesday the [illegible] Day of March Anno Domini 1788

Present —

Edward John Holland Esqr. Mayor
William Webb and Jos. Du Pre Porcher
Aldermen —

L.S.

Mayor's Court

Between Avadaunnum Pauyniah of Madras Inhabitant Complainant and Bydyaunty Rauminaidoo 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 accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Three Hundred and Eighty Nine Pagodas Thirty five fanams and fifty two Cash — Pagodas 389.35.52 together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of the Suit

Per Cur.

Filed the 13th Decr 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Alexander Watson Surgeon in the Honble English East India Company's Service at their Presidency of Fort St George That Alexander Davidson of the same place Esquire Administrator of all and Singular the Goods and Chattels, Estate and Effects of Duncan Andrew Baird deceased, as Administrator as aforesaid, Stands well and truly Indebted unto Your Orator in the full and Just Sum of Three Hundred Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and twenty Pounds, or thereabouts, as will more fully and at large Appear by the Copy of a Promissary Note hereunto Annexed for the Inspection of this Honble Court, and which Your Orator prays may be Admitted as part of this his Bill of Complaint the Original being in the Possession of Your Orators Attorney 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 an Amicable manner Requested Payment of the said Sum of Three Hundred Star Pagodas from the said Alexander Davidson

But now so it is May it Please this Honble Court That the said Alexander Davidson 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 Alexander Davidson as Administrator as aforesaid 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 Three hundred Pagodas together With all such Interest as now is, or shall hereafter become due thereupon, and also all Costs of this Suit

May it Please this Honble Court to Cause the said Alexander Davidson as Administrator aforesaid to be Summoned and Required by the Sheriff of Fort Saint George 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

P. Spencer
Atty Complainant

Fort St George December 1787
This Bill was shewn to me in
the days of Adjournment Let a Summons
Issue Returnable the Next Court Day

Jas Call
Mayor

I Promise to pay on Demand to Mr. Alexander Watson or Order three Hundred Star Pagodas with Interest from the date hereof Tanjore 3rd August 1780

(Signed) Dn. A. Baine

N. B. Received of him
Star Pags. 93 " 24 "
P. N. Ps. 234 " at
13 2/3 % Ps. 206 " 18 "
Star Pags. 300 " " "

A true Copy
J. Spencer
Atty Complainant

Mayor's Court at Madraspatnam } { Tuesday the 4th Day of March Anno Domini 1788

Present
Edward John Holland Esqr Mayor
William Webb and Jos. Du Pre Porcher
Aldermen

L.S.

Mayor's Court

Between Alexander Watson Surgeon in the Honble English East India Company's Service at their Presidency of Fort Saint George Complainant and Alexander Davidson of the same Place Esquire Administrator of all and singular the Goods and Chattels Estate and Effects of Duncan Andrew Baine Deceased Administrator aforesaid Defendant

It Appearing by the Records of this Court 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 Out of the Estate and Effects of Duncan Andrew Baine Deceased the full and Just Sum of Three Hundred Star Pagodas (Star Pagodas 300 " " ") 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 Plea

Filed this 12th Decr 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Charles Baker of Fort Saint George Esquire One of the Attornies of this Honble Court that Arthur Stewart a Captain in the Service of the Honble East India Company Stands justly and truly indebted unto Your Orator in the full & Just Sum of Six hundred and forty five Pagodas and Six fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of two hundred and fifty two Pounds and One Shilling as Will More fully and at Large Appear by the Copies of a Bond or

Obligation and an Account Current hereunto Annexed for the inspec-
tion 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 Arthur Stewart of the said Sum of Six hundred and forty five Pagodas and Six fanams —

But now so it is May it Please this Hon.ble Court the said Arthur Stewart 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 Arthur Stewart may upon his Corporal Oath full true direct and Perfect Answer Make to all and Singular the Matters and things herein before set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly interrogated and that he May be Decreed to pay unto Your Orator the Aforesaid Sum of Six hundred and forty five Pagodas and Six fanams with all Such Interest as now is or shall hereafter become due thereon also all Costs of this Suit —

May it Please this Hon.ble Court to Cause the said Arthur Stewart 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

of Complaint and further to stand to and abide by such Order and Direction thereon as to this Hon.ble Court shall seem Meet —

Chas. Baker
Atty. Complainant

This Bill was shewn to me
in the Days of Adjournment the Same
Summons issued and Returnable on
Next Court day
This 12th Decr. 1787 — Jas. Call

Know all Men by these Presents that I Arthur Stewart am held and firmly bound unto Charles Baker in the Penal Sum of One thousand Pagodas to the Payment whereof well and truely 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 Fort Saint George the Twenty Ninth day of June in the Year One Thousand Seven hundred and Eighty five —

Whereas the above bound Arthur Stewart hath borrowed and received of the above Named Charles Baker the full and just Sum of five hundred Pagodas to run at Interest at the Rate of twelve per Cent per Annum —

Now the Condition of this Obligation is such that if the above bound Arthur Stewart his heirs executors Administrators or Assigns shall well and truely Pay or Cause to be Paid unto the said Charles Baker his heirs Executors Administrators or Assigns the full and just Sum of five hundred Pagodas from the Date hereof 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
Bala Chitty

Arthur Stewart

A true Copy
Chas. Baker
Atty Compts.

Capt. Arthur Stewart in Account Current with Mr. Charles Baker

Dr.			Cr.		
1785 June 23	To the Amount of your Bond bearing date this day	500 "		By Balance due	645 "
1787 Nov. 23	To Interest Do. to this day is 2 yrs. 5 Mos. at 12 pCt. pr Annum	145 "			
	Pagodas	645 "		Pagodas	645 "

Fort Saint George Nov. 23rd 1787
Errors Excepted
Chas. Baker

A true Copy
Chas. Baker
Atty Compts.

Mayor's Court at Madraspatnam } { Tuesday the 4th Day of March Anno Domini 1788

Present

L.S.

Edward John Holland Esqr. Mayor
William Webb and Jos. Du Pre Porcher
Aldermen

Mayors Court

Between Charles Baker of Fort Saint George Esquire One of the Attornies of this Honble. Court Complainant and Arthur Stewart a Captain in the Service of the Honble. East India Company Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Six Hundred and Forty Five Pagodas and Six Fanams Pagodas 645. 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.

L. A. Curr

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Filed 19th May 1786 –

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

Between Ayya Labba Anchu of Madras Taylor by his Attorney Abraham Anselli of the same Place Inhabitant Complainant and Surah Nunah Bibby and Ravootha Bibby of the same Place Inhabitants Defendants

The Humble Petition of Apanah Marayen

Sheweth

That the said Complainant did some time in the Month of March in this Year of Our Lord One thousand Seven hundred and Eighty Six Exhibit and file his Bill of Complaint in this Hon'ble Court against the said Defendants for the Sum of Eighty One Pagodas Thirty Seven fanams and Twenty Cash Due and owing unto him the said Complainant from the said Defendants and the said Defendants have by their Attorney Mr Charles Baker appeared thereunto and acknowledged the Justice of the said Complainant's Demand whereupon this Hon'ble Court was pleased to grant a Decree against the said Defendants for the Amount of the said Complainant's Demand and the Term of fourteen days allowed by the Charter having elapsed Without the said Defendants satisfying the said Decree of this Hon'ble Court or appealing therefrom this Hon'ble Court was pleased to grant Award and Issue a Writ of Execution against the Goods Chattles and Effects of the said Defendants and Directed to the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof requiring and Commanding him the said Sheriff to Seize upon and Sequester the Goods Chattles and Effects of the said Defendants and by sale thereof

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to levy the Amount of the Complainant's said Demand Your Petitioner further Sheweth that under and by Virtue of the said Writ of Execution the Sheriff did Seize upon a Certain House and Ground Situate lying and being in Mootal Pettah in Olay Bazar Street on the Westward Line, on the North side to the [illegible] Cavenah of [illegible] and on the South side to the House of Sunadoo Maroyer under pretence that the Premises were the Property of and belonged unto the said Defendants and Advertised the same for Sale Whereas Your Petitioner Sheweth that the said Premises are the Property of Your Petitioner and in Order to Shew unto this Hon'ble Court his undoubted Right to the said Premises Your Petitioner begs leave to premise unto this Hon'ble Court the following Narrative That Your Petitioner's Father Vinadoo Maroyer was According to the Law & the Custom Practised among the Mahometans in General Lawfully Married to Ocellay Bibby Your Petitioner's Mother some time in the Year One thousand Seven hundred and Twenty Nine or thereabouts by whom he had three Daughters and Six Sons all of whom died Except Your Petitioner who further Sheweth that his Father did at the time of Marrying give Your Petitioner's Mother the Piece of Ground herein before mentioned and being the Premises now Advertized for Sale as Portion of her Marriage Settlement which was enjoyed by her during her Life time Your Petitioner further Sheweth that Your Petitioner's said Mother the said Ocellay Bibby Departed this Life about One Month before the Taking of Madras by Monsieur De Labourdonnais Leaving Your Petitioner and two Brothers Named Chinadavi and Davhoo who from that time took Possession of the said Ground and lived therein as their absolute Property Your Petitioner further Sheweth that some time after the Death of his Mother Your Petitioner's father kept a Girl named Paria Tangaur by by whom he had a Son and two Daughters whose names the Defendant in this Matter Named. Your Petitioner further Sheweth unto this Honble Court that some time after Your Petitioner's Father brought the said Pana Tangauchy to live upon the said Ground Your Petitioner and his Brother prevented Your Petitioner's said Father from doing it as the said Ground belonged to Your Petitioner and his Brother since the Death of their Mother the same being her Stahaun or Dowry given by Your Petitioner's Father as aforesaid at the time of his Marriage with Your Petitioner's said Mother and Your Petitioners and his Brothers Complained to the Caujee and the heads of the Cast who sent for Your Petitioner's father and asked him the reason of his coming to live in the said Ground who in the presence of the Caujee and the Heads of the Cast Declared that he had Nothing to do with the said Ground neither any manner of pretence to the same but that he would live in the said Hutt until he could Procure another place whereupon the Cast people desired Your Petitioner and his Brothers to permit Your Petitioner's Father to live in the said Hutt Your Petitioner further Sheweth that some time after Your Petitioner's Brother departed this life issueless and Your Petitioner became Solely entitled to the said Hutt and Ground that Some time after the Death of Your Petitioner's Brother as aforesaid Your Petitioner's Father also departed this life and a little before his death Your Petitioner went and asked him if he was indebted to any Person any Sum of Money whereupon Your Petitioner's Father told Your Petitioner in the presence of Several Persons who were then Stood there at the time as well as in the presence of the Defendant that Your Petitioner's Father was not indebted to any one in any Sum of Money neither had he any thing to leave to Your Petitioner Excepting the Piece of Ground (Meaning the Ground now in question) Which before belonged to Your Petitioner's Mother but was then the

P

Property of Your Petitioner and he much Entreated Your Petitioner to bury him in a decent manner which Your Petitioner Accordingly did and paid the Expenses thereof. Your Petitioner further sheweth unto this Honble Court that some time afterwards the Complainant Caused a Corpse to be Carried through the Ground now in Question Which Your Petitioner Stopped and a Dispute having arose thereon the Complainant preferred a Petition to John Whitehill Esquire then Second in Council of Fort Saint George who referred Your Petitioner and the said Complainant to the Caujee Saib who was Examining the Matter but before the Caujee Saib could have given a final Judgement the Complainant told Caujee Saib that he had a Mortgage on the said Ground for the Sum of four Pagodas whereupon the said Caujee Ordered him to produce the said Mortgage Bond which he Accordingly did Which being Examined appears to be forged and thereupon the said Caujee and others the heads of Your Petitioner's Cast Advised the Complainant to fall upon his Knees and beg Your Petitioner to forgive him what he had done and Your Petitioner Accordingly forgave him and the Complainant then declared in the presence of the Persons Assembled that he had not the least Demand on the Ground Now in Question. Your Petitioner further Sheweth unto this Honble Court that the said Complainant in Combination with the Defendant caused the Mortgage Bond now in question to be made in the name of the Complainant on purpose to wrong Your Petitioner

All which Matters and things Your Petitioner will in due time prove to the Satisfaction of this Honble Court and therefore prays that the Sheriff be ordered to take off his seals from Your Petitioner's Property and that the said Complainant pay all Costs of this Petition

S. Popham
Atty for Petitioner

Filed 20th June 1786

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

Between Auger Lubba Markur of Madras Taylor by his Attorney Abraham Angell of the same place Inhabitant Complainant, and Toreyah Ninah Pilly and Ravoodee Pilly of the same place Inhabitant Defendants

The Answer of the said Auger Lubba Markur by his said Attorney Abraham Angell to the Petition of Ayanah Marooyen

This Respondent admits that he did some time in the Month of March in this Present Year of Our Lord One thousand Seven hundred and Eighty Six exhibit and file his Bill of Complaint in this Hon^ble Court against the said Defendants for the Sum of Sixty One Pagodas, thirty Seven fanams and Twenty Cash that the said Defendants by their Attorney Mr Charles Baker appeared thereunto and Acknowledged the Debt, that this Hon^ble Court was thereupon pleased to grant a Decree against the said Defendants for the Amount of this Respondent's Demand, that the time of fourteen Days allowed by his Majesty's Charter having elapsed and the said Defendants not having Satisfied the said Decree of this Hon^ble Court or Appealing therefrom this Hon^ble Court was further pleased to Grant a Writ of Execution against the goods Chattels and Effects of the said Defendants Directed to the Sheriff of this Hon^ble Court requiring and Commanding him therein to Seize upon and Sequester the Goods Chattels and Effects of the said Defendants and by Sale

Sale thereof to levy the Amount of this Respondent's said Demand and that the Sheriff had by Virtue of the said Writ of Execution Seized upon the House and Ground in Question as the true and Lawfull Property of the said Defendants, but this Respondent can by no Means Admit the same to be the property of the said Petitioner this Respondent doth nevertheless admit and allow that the Petitioner's father Vaudoo Marooyen was Lawfully married to one Ayee Pilly who was the Petitioner's Mother some time in the Year One thousand Seven hundred and twenty Nine by whom he had three Sons and One Daughter only, all of whom are dead except the Petitioner But this Respondent denies that the Petitioner's father did at the time of his said Marriage give the Petitioner's Mother the Piece of Ground now in Dispute, on the Contrary this Respondent says that the plain State of the Case is as follows that the Petitioner's father Vaudoo Marooyen had three Wives, that the first died leaving a Son about the age of Seven or Eight Years Some time about the Year One thousand Seven Hundred and Twenty Nine, that Some Short time after the said Vaudoo Marooyen Married a Second Wife the Petitioner's Mother who died about the Year One thousand Seven hundred and Forty four leaving Several Children all of whom are dead except the Petitioner That Some time after he married his third Wife the Defendants' Mother and being at the time possessed of two Separate pieces of Ground he gave One of them to his Children by his former Marriages who took upon themselves and have ever Since Continued in possession thereof and the Petitioner having Survived them all enjoys the said Piece of Ground at this day, but the other piece of Ground being the Premises in question he bestowed at the time of Marriage upon his third Wife and her

Children as he might have by her, who are the Present Defendants in this Suit. That this Transaction happened upwards of forty Years since During which long Course of time to the present day the Two Pieces of Ground have been respectively enjoyed Agreeably to this Distribution That the said Vaudoo Mercoyen the Petitioner's father died about Twenty Two Years since and upon his Death the said last mentioned Piece of Ground was Possessed by the Defendants Mother and upon her Death which happened about Seven Years ago by the Defendants themselves without any Claim Trouble or Molestation of the Petitioner or of any other Person Whomsoever — All which is well known to the Neighbours and in due time shall be fully proved — and this Respondent further Answering denies that the said Defendants Mother was ever kept by the said Petitioner's Father in a state of Concubinage or ever lived with him in any other manner than as his lawfull Wife which she really and truly was agreeably to the Ceremonies of their Religion previously to which she was Lawfully endowed to her and her issue with this Piece of Ground in question and under which title she and her issue have ever been in peaceable and quiet possession thereof (as is above stated) from the Year of Christ One thousand seven hundred and forty four to the present time and this Respondent also denies that the Petitioner's father was ever sent for by the Cawjee or that he ever declared before him that he had no Right to the said Premises which with many other things insisted on by the Petitioner are Utterly false and without any foundation whatever (some of them being in themselves inconsistent and incompatible for in one part of his Petition the Petitioner Claims the Premises in Right of his Mother and in another part as being left him by his father, both of which could not be) and therefore such Assertions

must

Must be Void of Truth And this Respondent further Answering Says that the said Vaudoo Mercoyen was not buried as the Petitioner Suggests by himself alone but at the joint Expence of all his Surviving Children three of whom are the present Defendants And this Respondent also denies that he was ever called before the Cawjee or that upon his producing a Mortgage Bond the Cawjee declared it to be a forged one but this Respondent Says and insists that such Assertion is totally void of any Colour of Truth or Foundation whatever but calculated as this Respondent suspects to give the Petitioner an Opportunity of calling in the Testimony of the Cawjee who is a great Enemy of this Respondent and has been So for many Years past and is at present the Sole Instigator and Contriver of the present Petition and of all the Proceedings that have been had in this Business in Order to Vex and harrass this Respondent but this Respondent Says that Notwithstanding this and altho' the Matter at present before the Court is in no way Relating to the Justness of this Respondent's Demand (that being Already Admitted by the only persons who have Right to Demand a Proof of it) but Relating to the Matter of Right in the Defendants to the Ground even So Yet to Shew the fairness and Candour of this Respondent throughout the whole of this Proceeding he is willing to Subject the Authenticity and justness of his Debt to any Mode of Enquiry this Hon^ble Court may think proper being well Satisfied to abide by the decision whatever it May be thereon for this Respondent Says that the Original Mortgage Bond was first given by the Defendants father Many Years ago and at the time of such Bond being given the Defendants Mother his then wife was asked if she Consented thereto and the presence of Witnesses Ready to Attest this was agreeably to the Customs of their Cast in such Cases and upon her Consenting thereto was this Bond given and upon the Death of the said Vaudoo Mercoyen

Marcayen She herself borrowed Sums on Money of this Respondent Upon Security of the said Ground, and after her Death the Defendants borrowing a further Sum of Money the Bond was given up and a New One Made out and executed in the Year One thousand Seven hundred and Eighty One and on this last Mentioned Bond is the present Suit Commenced. that this Respondent hath no manner of Intention whatever of Harrassing the Petitioner by this Suit but Says and insists that the Bond was really and truly given for Money lent to the Defendants and their father as above stated that such Bond has been in his Possession for upwards of five Years and that he Seeks no other Object whatever in the present Suit than the legal Recovery of a just Debt which if he were satisfied he would Very gladly withdraw the present Proceeding—

This Respondent therefore most humbly Prays that the Hon^ble Court will Condescend To Order that the Seizure made by the Sheriff of the Premises aforesaid may not be Superseded, but Will Vouchsafe To Order and Direct the same to be sold by Publick Auction in discharge of the said Decree of this Hon^ble Court with Interest and Costs to be paid to this Respondent and that the Petition of the said Petitioner be dismissed with further Costs to be paid to this Respondent which this Respondent hath on Account of this Dispute Most Wrongfully Sustained—

Petre Walker
Attorney for Petitioner

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Petitioner Ysanah Marcayen in a Certain Matter now depending and at Issue in the Hon^ble the Mayor's Court at Madraspatnam Wherein Sujelabba Mastree by his Attorney Abraham Angell was the Complainant and Toreya Mynah Buby and Pavoother Buby Defendants—

On the Part and behalf of the said Petitioner Ysanah Marcayen—

To all the Witnesses 1st. Do you know or do You not know the parties Complainant and Defendant and the Petitioner 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 Meerasee Mastey Moyah Pullay Mastree Woodmah Labbay— 2. Was or was not Vaudoo Marcayen the father of the Petitioner in the title of these Interrogatories Named Married to One Auyee Bibby if Yea when and at what time and was or was not such Marriage performed According to the Rites and Ceremonies of Your Cast and the Mahometan Laws in General and was or was not a Ground Given by the said Vaudoo Marcayen at the time of such Marriage to the said Auyee Bibby as her Marriage Portion if Yea what portion of Ground was so given her was it or was it not the same Ground Which has been Seized to Satisfy an Execution issued in the above Cause if Yea. Can the Defendants in the title of these said

Interrogatories Named or any One of them have a Right or Title to the said Ground either to Mortgage or dispose the same the Whole of these Matters as You know have heard or do believe together with the Reasons for such Your knowledge information and belief fully and Particularly declare.

Meer Mastry Meerasey
Mastry & Meer Faukeer

3. Were You or were You not well acquainted with Vaudoo Maroyen in his lifetime and when did he die Were You or were You not present at the time of the death of the said Vaudoo Maroyen If Yea who made the Necessary Expenses for the Burial of his Corpse did the Defendants in the Title of these Interrogatories Named or any One of them Cause such Burial to be made or had they any Right so to do or is not the Petitioner in the Title of these Interrogatories Named the only lawful Son of the said Vaudoo Maroyen If Yea has he or has he not a Right to the Ground Seized by an execution in the above Cause as the Property of the Defendants can the Defendants or any One of them have any Right to the said Premises or can they by Law Sell or Mortgage the same to any person or persons Declare the Whole of these Matters as You know have heard or do believe together with the Reasons for such Your belief

Adam Mestry Isoof
Mastry Shaka Thalaba
Meeralubba

4th Are You or are You not the Heads of the Cast If Yea Was or was not some time ago and when a dispute Referred to You as the Heads of the Cast and to Cauzee Saib the Priest Respecting the Complainant and Petitioner If Yea who referred the said Dispute to You; what was the purport of such Dispute and did or did not the Complainant in the Title of these Interrogatories Named in the Course of Your Enquiry produce to You a Mortgage Bond said to have been given by the Petitioner's Father to

the Complainant for four Pagodas If Yea was the said Mortgage Bond Examined into by You and the said Cauzee Saib and if Yea did or did not the same prove to be a forged writing And did or did Not the Complainant then and at that time in Your Presence declare that he had not any Claim or Claims on the Ground which has been seized by an Execution in the above Cause the whole of these matters as You know have heard or do believe together with the Reasons for such Your knowledge Information or belief fully and Particularly Declare.

Meer Mestry
and
Cauder Saib

5th Are You or are You not the next Neighbours of the Petitioner in the Title of these Interrogatories Named If Yea How long has the Petitioner been possessed for some and what time of a certain Piece of Ground, which has been seized under an Execution in the above Cause and is or is not the same the Property of the Petitioner had the Defendants in the Title of these Interrogatories also Named or any One of them any Right or Title whatever to the said Ground and Premises or any part thereof or can they either sell or Mortgage the same to any person or persons Declare

Meerah Mestry
and
Cauder Saib

6th Were You or were You not well Acquainted with the late Vaudoo Maroyen in his lifetime and were You or were You not also well Acquainted with One Pariyah Tangee by the Mother of the Defendants in the Title of these Interrogatories Named If Yea were they lawfully Married to each other According to the Rites and Ceremonies practised in Your Laws or was she only kept by the said Vaudoo Maroyen as his Concubine the whole of these matters as You know have heard or do believe together with the Reasons of such Your knowledge information and belief fully and Particularly Declare

Th

To all the Witnesses! 7th Do You know or can You set forth any other matter or thing Material for the Petitioner in this Matter Particular the same as You know or do believe together with the Reasons of such Your knowledge and Belief.

S. Popham
Attorney for Petitioner

Mayor's Court at Madraspatnam } Between Afsanah Maracayen Petr. in a certain Matter now depending and at issue in the Honble the Mayor's Court at Madraspatnam wherein Ateyie Tabba Mastre by his Attorney Abraham Angell was the Complainant and Coneah Nynah Buby and Ravotter Buby Defendants

On the Part of the Petitioner

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

Marasee Mastry of Madras Taylor Aged 40 Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioner was on the 2d day of April 1787 Signified at the Office of Mr Peter Mathews his Attorney for the Respondent by Vinatachelumbry 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 Afsanah Maracayen in this Affair and that he hath known him Thirty Six Years or thereabouts and that he doth know the Respondent Ateyie Tabba Mastre in this Affair and that he hath so known him from his Birth And that he doth not know the Defendants Coneah Nynah Buby and Ravotter Buby in this Cause and more saith not to this Interrogatory —

2d ------ To the Second Interrogatory this Deponent saith that Vandor Maracayen was the Father of the Petitioner in the Title of these Interrogatories Named and Married Oui Yiebeby about forty five Years ago that the said Marriage was performed According to the Rights and Ceremonies of their Cast and the Mahometan Laws in General that Vandor Maracayen at the Time of such Marriage did Receive from Ateyie Bibby's Father a Sum of Money to the best of his Recollection Twelve Pagodas as a Marriage Portion which With Some more Money Added thereto he purchased the Ground Which has been Seized to Satisfy an Execution issued in the above Cause that he doth not Conceive the Defendants in the Title of these Interrogatories or any One of them have any Right or Title to the said Ground or to dispose or mortgage the Same and more saith not to this Interrogatory —

3d ------ To the third Interrogatory this Deponent saith that he was well Acquainted with Vandor Maracayen in his life time that he lived at Madras and was present at his death that the funeral Expenses were Ordered and defrayed by the Petitioner in the Title of these Interrogatories Named who is the only Son of the said Vandor Maracayen and that he has an undoubted Right to the Ground Seized by an Execution in the above Cause as the property of the Defendant nor can the Defendants or any One of them have any Right to the said Premises or can they by Law Sell or Mortgage the same to any Person or Persons And more saith not to this or the last Interrogatory

J. Spalding
Examined

The Mark X of Thurasee Mastry

Mayor's Court at Madraspatnam } Between Assanah Marrayen Petitioner in a Certain Matter now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Ayeulabba Mastree by his Attorney Abraham Angell was the Complainant and Tonya Nynah Buby and Ravootter Buby Defendants

On the Part of the Petitioner

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

Woodmah Labban of Madras Taylor Aged 70 Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioner was on the 28th Day of May 1785 Signified at the Office of Mr Peter Walker who is Attorney for the Respondent by Vencatachellum 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 Petitioner Assanah Marrayen in this Affair and

and that he hath known him forty Years or thereabouts and that he doth know the Respondent Ayeulabba Mastree in this Affair and that he hath known him forty Years or thereabouts and that he does not know the Defendants Tonya Nynah Buby and Ravootter Buby in this Cause and more saith not to this Interrogatory

2d ------ To the Second Interrogatory this Deponent saith that Vaudoomercayen the father of the Petitioner did marry One Ayeebuby to the best of his Recollection about fifty or sixty Years ago that the marriage was performed According to the Rites and Ceremonies of the Cast and of the Mahomedan Laws in General and that some Ground was Given by Vaudoomercayen at the time of such Marriage to Ayeebuby as her Marriage Portion this Deponent saith that he does not Recollect what Portion of Ground was so given but he believes it was the same ground which has been Seized to Satisfy an Execution issued in the above Cause And that he conceives the Defendants in the Title of these Interrogatories Named or any of them can have no right or title to the said Ground or to mortgage it to Deposeth the same And more saith not to this or the last Interrogatory

The Mark X of Woodmah Labbay

J. Spalding
Examined

Mayor's Court at Madraspatnam } Between Assanah Marrayen Petitioner in a certain Matter now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Ayeulabba Mastree by his Attorney Abraham Angell was the Complainant and Tonya Nynah Buby and Ravootter Buby Defendants

On

hath so known him Twenty Years or thereabouts and that he doth know the Respondent Auyerlabba Mastree in this Affair and that he hath so known him Thirty Years or thereabouts and that he doth Not know the Defendants Toreya Nynah Beeby and Ravottee Beeby in this Cause And no more Saith not to this Interrogatory

3d ------ To the third Interrogatory this Deponent saith that he was well Acquainted With Vaudeneraoyen in his lifetime that Vaudeneroyen died at Madras about Twenty five Years ago that this Deponent Was present at his death that the funeral expences were paid by the Petitioner who is the lawfull Son to the said Vaudeneroyen And this Deponent thinks that the Defendants have no right to the Ground in Question which is the Exclusive property of the Petitioner And no more Saith not to this or the last Interrogatory

The Mark X of Meer Zahed

J. Spalding
Examined

Mayor's Court at Madraspatnam } Between Ursanah Marcayen Petitioner in a Certain Matter now depending and at issue in the Hon'ble the Mayor's Court at Madraspatnam wherein Auyerlabba Mastree by his Attorney Abraham Angell was the Complainant and Toreya Nynah Beeby and Ravottee Beeby Defendants

On the Part of the Petitioner

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

Adam

Adam Mestry of Madras Head of the Cast Aged 55 Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioner was on the 11th day of June 1787 Signified at the Office of Mr. John Walker who is Attorney for the Respondent by Vencatachellumany 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 Ursanah Marcayen in this Affair and that he hath so known him Thirty Years or thereabouts and that he doth know the Respondent Auyerlabba Mastree in this Affair and that he hath so known him twenty Years or thereabouts and that he doth know the Defendants Toreya Nynah Beeby & Ravottee Beeby in this Cause and that he hath so known them twenty Years or thereabouts And no more Saith not to this Interrogatory

4th ------ To the fourth Interrogatory this Deponent saith that he is one of the Heads of the Casts and Acknowledges that some time ago a dispute Subsisted between the Complainant and the Petitioner which by Mr. Thomas Chase was referred to him as head of the Cast and Caugee Saib a priest Relative to a Controversy about the House and Ground That a Mortgage Bond was produced by the Complainant during the time Mr. Mitchell was Justice said to have been granted by the Petitioner's father which was Examined by this Deponent and the Abovementioned Caugee Saib &c. but it Appeared to them to be a forged writing and this Deponent Saith he does recollect that the Complainant declared that he had not any Title or Claims on the ground which has been Seized by an Execution in the above Cause And no more

Saith nothing to this or the last Interrogatory

J. Spalding
Examined

Saith Mark of [illegible]

Mayor's Court at Madraspatnam } Between [illegible] Petitioner in a Certain Matter now depending [illegible] in the Honble the Mayor's Court at Madraspatnam [illegible] Vengalabba Mastee by his Attorney [illegible] the Complainant and Tonga Nynah Bulky and [illegible] Defendant.

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On the Part of the Petitioner

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

Leroy Mestry of Madras Taylor Aged 42 Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioner [illegible] 1757 Signified at the Office of Mr [illegible] Walker who is Attorney for the Complainant [illegible] Servant who also left there a Note of the Name [illegible] 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 hath known the Petitioner Yanah Mareayen in this Affair [illegible] him twenty Years or thereabouts and that he hath known Vengalabba Mastee in this Affair and that he hath known the [illegible] Years or thereabouts and that he hath [illegible] known the Defendants Tonga Nynah Bulky and Ravoottee Bulky in this Cause and that he hath known them twelve Years or thereabouts [illegible] this Interrogatory —

4th To the fourth Interrogatory this Deponent Saith that he is One of the Heads of the Cast and that about Nine Years ago a Dispute [illegible] of the Heads of the Cast Concerning the Complainant [illegible] that in the Course of the said Dispute the Complainant Produced a Mortgage Bond [illegible] the Complainant's father for four Pagodas to the Complainant [illegible] Proved to be a forged writing and the Complainant declared that he had no Claim or Claim [illegible] Seized by an Execution in the above Cause [illegible] this or the last Interrogatory —

And more saith not [illegible]

[illegible] that he is One of the Heads [illegible] [illegible] and the Petitioner [illegible] was about some Ground [illegible] given by the Petitioner [illegible] which upon examination [illegible] in the Ground which was [illegible] — And more saith not

یوسف میرز

J. Spalding
Examiner

Mayor's Court at Madraspatnam } Between Yanah Mareayen Petitioner in a Certain Matter now depending and at issue in the Honble the Mayor's Court at Madraspatnam wherein Vengalabba Mastee by his Attorney Abraham [illegible] the Complainant and Tonga Nynah Bulky and Ravoottee Bulky Defendant

On the Part of the Petitioner

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

Meerababba of Madras Head of the Cast Aged 55 Years or thereabouts

being produced as the... This or the last Interrogatory
the (th) Day of June 17..
Attorney for the Respon...
hand a Note of the Name ...
Afterwards on the same

The Mark of I Adam Meter

1st ---- To the first Int... Court at
Petitioner Asa... -nam }
known him ...
Respondent they ...
known him for ...
Defendants ...
and that he ha...
More saith not
4th ---- To the fourth In...
Heads of the Caste ...
-sisted between the...
Thomas Chasewa...
as first Relation ...
a Mortgage Bond ...
time Mr Whitehi...
father which was ...
Cause Saith He ...
Deponent saith the...
that he had not any ...
seized by an Execution ...
or the last Interrogatory

J. Spalding
Examined

Between Asanah Maracayer Petitioner in a Cause now depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam wherein Aujeelabba Mootoo by his Attorney the... Jean Angell was the Complainant and Veera Naraih Buby and Ravootte Buby Defendants

On the Part of the Petitioner

...osition of Witnesses taken in this Cause by and before ...er in this Court as followeth

... Madras Taylor Aged 42 Years or thereabouts being produ... Affair On the Part of the Petitioner was on the 26 Day of June ...dy of Mr Peter Walker who is Attorney for the Respondent by and who also left him a Note of the Name Title and Place and afterwards on the same Day being Sworn and Examined

...terrogatory this Deponent saith that he doth know the ...nah Maracayer in this Affair and that he hath known ... thereabouts and that he doth know the Respondent ... Affair and that he hath known him ... doth know the Defendants Venkata... Buby in this Cause and that he hath ...

...known him about ... Years or thereabouts
this Interrogatory
4th ... To the fourth Interrogatory this Deponent
of the Caste and that about ... Years ago ...
of the Heads of the Caste Regarding the ...
that in the Course of the said Dispute
the Complainant produced a Mortgage ...
father for four Pagodas to the Complainant
Proved to be forged writing and the ...
... and that he had no ... Cl...
seized by an Execution in the above Cau...
This or the last Interrogatory

J. Spalding
Examiner

Asanah Maracayer Petitioner
now depending and at
In the Mayor's Court at Madras
Aujeelabba Mootoo by his
... Angell was the Complainant
Buby and Ravootte
of the Petitioner
this Cause by and before the
...thereabouts being produced
was on the 2 Day of May 1787
...torney for the Respondent by
...of the Name Title and Place
and Day being Sworn and E...

Mayor's Court at } Betw...
Madraspatnam } Petitioner in a ...
and at Issue ...
Madragatel ...
by his Att...
Complainant Buby
and Ravootte

...saith that he doth know
... Affair and that he hath so
That he doth know the Respondent
... that he hath so known him
... and doth know the Defendant
... in this Cause and that he
... thereabouts And more saith he

Oath

Deposition of Wit... Deponent saith that he is a Neighbour of
... the Interrogatories Named that he ...
the Examiner in the Cor... of this Hon'ble Court is the property of ...
Meerabibba of Madras ... built by the father and Mother of the Petitioner
and

being produced as a W in this Affair on the Part of the Petitioner was on
the 6th Day of June 17 nified at the Office of Mr Peter Walker who is
Attorney for the Respon by Vencatachellumny Servant who also left
him a Note of the Name Tit le and Place of Abode of the said Deponent and
Afterwards on the same da being Sworn and Examined Deponeth as followeth

1st ------ To the first Int rogatory this Deponent saith, that he doth know the
Petitioner Asa ah Marayen in this Affair and that he hath so
known him f Years or thereabouts and that he doth know the
Respondent Au lla Mastree in this Affair and that he hath so
known him for s Years or thereabouts and that he doth know the
Defendants Jon ya Ayuah Buby and Ravotter Buby in this Cause
and that he ha known them fifteen Years or thereabouts And
More Saith not this Interrogatory —

4th ------ To the fourth In atory this Deponent Saith that he is One of the
Heads of the Casts Mr knowledge that some time ago a dispute sub
sisted between the Complainant and the Petitioner which by Mr
Thomas Chase wa referred to them as heads of the Cast and Cauzee Saib
as Priest Relative a controversy about the House and Ground that
a Mortgage Bond was produced by the Complainant during the
time Mr Whitehe was Justice said to have been granted by the Petitr
father which was examined by this Deponent and the abovementioned
Cauzee Saib & others appeared to them to be a forged writing and this
Deponent saith the does not Recollect that the Complainant declared
that he had no any Claim on the ground which has been
seized by an Execution in the above Cause And no more Saith to this
or the last Interrogatory —

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J. Spalding
Examiner

Mayor's Court at
Madraspatnam } Between Asanah Marayen Petitioner
in a certain Matter now depending and at
issue in the Honble the Mayor's Court at Madras
patnam wherein Aujulabba Mastree by his
Attorney Abraham Angellwaith Complainant
and Jonya Ayuah Buby and Ravotter
Buby Defendants —
On the Part of the Petitioner

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

Cauder Saib of Madras Taylor Aged 60 Years or thereabouts being produced
as a Witness in this Affair on the Part of the Petitioner was on the 2d Day of May 1787
signified at the Office of Mr Peter Walker who is Attorney for the Respondent by
Vencatachellumny Servant who also left him a Note of the Name Title and Place
of abode of the said Deponent and afterwards on the same day being Sworn and
Examined Deponeth as followeth —

1st ------ To the first Interrogatory this Deponent saith that he doth know
the Petitioner Asanah Marayen in this Affair and that he hath so
known him from his Infancy and that he doth know the Respondent
Aujulabba Mastree in this Affair and that he hath so known him
forty Years or thereabouts and that he doth know the Defendants
Jonyah Ayuah Buby and Ravotter Buby in this Cause and that he
hath so known them thirty Years or thereabouts And no more saith
Not to this Interrogatory —

5th ------ To the fifth Interrogatory this Deponent saith that he is a Neighbour of
the Petitioner in the Title of these Interrogatories Named that the ground
Now Seized by the Order of this Honble Court is the property of Vene
Vaudemaracoyen and Ayuby the father and Mother of the Petitioner
and

and that the said Petitioner did enjoy the said Ground during the lifetime of his Parents but that after their death he lived in a Nother House and did not enjoy the same. this Deponent saith that he does not know whether the Defendants or any One of them have any right or Title whatever to the said Ground or to sell or Mortgage the same to any Person or Persons — And more saith not to this Interrogatory —

6th ---- To the Sixth Interrogatory this Deponent saith that he was well Acquainted with Vaudomaracoyen in his life time that he does not know whether the Defendants Mother Perrya Tongache in the Title of these Interrogatories Named was lawfully Married to the said Vaudomaracayen According to the Rites and Ceremonys Practised in their laws or not and more saith to this or the last Interrogatory —

J. Spalding
Examiner

The Mark of ⊥ Cauder Saib

Interrogatories to be Administred to Such Witnesses as shall be Produced Sworn and Examined in a Certain Matter now in dispute between Ufsanah Marcoyen Petitioner and Nagee Labba Mastree by his Attorney Abraham Angell Respondent, in a Cause before this Honble Court Wherein the said Nagee Labba Mastree of Madras Taylor, by his Attorney the said Abraham Angell of the same place Inhabitants Complainant and Toriva Ainah Bebby and Rasoola Bebby of the same Place Inhabitants Defendants —

On the Part and behalf of the Respondent Nagee Labba Mastree by his Attorney Abraham Angell —

To all the Witnesses

1st Do You Know the Parties Complainant Defendant and the Petitioner in the Title of these Interrogatories Named If Yes how Long have You so known them or either and which of them Declare —

m

m Abdull Cawder Labbay

2nd Did or Did not the Nagee Bebby the 2d Wife of the Vador Marcoyen depart this Life some time in the Year 17[illegible] or any other and When and did the said Vador Marcoyen or did he not some time afterward When Marry One Perrya Tongachey or any other and whom by name and did he or did he not at the same time or any other and who taken them by the knowledge and Approbation of One Meera Labbay Mullah Meer Mahomud Labbay Mullah and others and whom by name Give the said Perrya Tongachey or any other and to whom the said Piece or Parcel of Ground known in Question or any other and what Ground by way of her Marriage Portion or any other and on what Account was the same Given to her, and was the said Vador Marcoyen or was he not Possessed of another Piece or Parcel of Ground at the Petal Pettiah in the field Bazar or any other Place and where, and had the said Vador Marcoyen or had he not a Son by Name Cadan Labbay Shake at the time or any other and of what Name by the said first Wife or any other and by whom, as likewise another Son by name Hossein Meerah by the said Second Wife Nagee Bebby or any other and by whom and did the said Vador Marcoyen or did he not give the said latter piece or parcel of Ground or any other and what Ground to his said two Sons Cadan Labbay Shake Mahomud and Hossein Meerah or any other and to whom, and did the said Vador Marcoy and his Son the said Cadan Labbay Shake Mahomud or did they not some time afterwards as do others depart —

Depart this Life, and did or did not the said Hossein Ninah or any other and whom since the demise of the said Vados Maracoyen and his Son the said Cotadam Libbay Shake Mahomed take Possession of the said latter piece or parcel of Ground or any other and what Ground and is he or is he not now in the quiet and peaceable Possession of the said Ground or any other and what Ground, and had the said Vados Maracoyen or had he not one Son and three Daughters by his said third Wife Parrya Tangachy Named Torrya Ninah Bibby, Hussein Bibby and Rawoottar Bibby or any other and how many Children had he by her, and whom by Names, and did the said Parrya Tongachy and her said four Children or did they not Possess and Enjoy the Ground in question untill the death of their Mother the said Parrya Tongachy, and since her death to this day by the said Torrya Ninah Bibby, Hussein Bibby, and Rawoottar Bibby without any let or hinderance whatever, or any Other and how, the whole You Know touching these Matters together With the Reasons of such Your Knowledge and Belief Declare—

To Chistmah 3.— Did or did not Niyee Bibby the 2d. Wife of Vados Maracoyen or any other and who by Name depart this life some time in the Year 1744 or any other and when, and did the said Vados Maracoyen or did he not Some Time after and how long since Marry a third Wife Named Parrya Tongachy or any other and whom by name, and did the said Vados Maracoyen and his said Wife Parrya Tongachy or any other and who live and dwell upon the Piece or Parcel of Ground Now in question or any other and upon what Ground, and had the said Vados Maracoyen or had he not one Son and three daughters by the said Parrya Tongachy or any other and by whom, named Torrya Ninah Bibby, Hussein Bibby and Rawoottar Bibby or any other and how many Children had he by her, and did the said Vados Maracoyen or did he not some time in the Year 1765 or any other and when Mortgage the said Piece or Parcel of Ground now in question to the Respondent Niyee Labba Mastree, or any other and to whom for the Sum of 4 Pagodas or any other and for what Sum upon his Mortgage Bond or any other and upon what Writing and did You with one Chinnador Maracoyen or did You and he Not Sign and Attest the said Bond or Witness or any other and by whose desire and Request have You and he Witnessed the same, and did the said Vados Maracoyen or did he not some time after, and how long since depart this Life, and did the said Parrya Tongachy and her said four Children To Wit Torryah Ninah Bibby, Hussain Bibby and Rawootter Bibby, or any other and whom, and which of them by name, upon the death of the said Vados Maracoyen take Possession of the said Piece or Parcel of Ground now in Question, or any other and what Ground, and did the said Parryah Tongachy or did she not some time in the Year 1780, or any other and when also depart this Life, and were or were not the said Torryah Ninah Bibby, Hussein Bibby and Rawootter Bibby, ever since the death of the said Parrya Tongachy to this day in the quiet and peaceable possession of the said Piece or Parcel of Ground now in Question, or any other and what Ground, the whole You know touching these Matters together with the Reasons of such Your knowledge and belief Declare—

To Meeroo-Mercoyen 4th.— Did or Did not Niyee Bibby the Second Wife of Vados Mercoyen depart this Life some time in the Year 1744 or any other and when, and was the said Vados Mercoyen or was he not at the same time or any other and at what time in Possession of the Piece or Parcel of Ground now in Question situated to the Southward of Your House at Mootal Pettah or any other and where, and did the said Vados Mercoyen or did he not Some time after and when Marry a third Wife named Parrya Tongachy or any other and whom by name, and did he or did he not at the same time or any other and at what time by the knowledge and Approbation of Meera Labba Mullah, Meera Mahomed Lebbay Mullah and others, and whom by name give the said Parrya Tongachey or any other and whom the said Piece or Parcel of Ground now in Question or any other and what Ground, by Way of her Marriage Portion, or any other, and in what Account was the same Given to her, and was the said Vadoo Mercoyen or was he not Possessed of another Piece or Parcel of Ground at Mootal Pettah in the Fish Bazar or any other and where, and did the said Vadoo Marcoyen or did he Not at the same time or any other and when give the said last mentioned Piece or Parcel of Ground or any other and what Ground to his two Sons Named Cadam Lebbay Shake Mahomed and Hussain Meerah, whom he had begotten of his first and Second Wife or any other and to whom, and did not the said Vadoo Mercoyen and his said Third Wife Parrya Tongachey or did they either of them dwell upon the said Piece or Parcel of Ground now in Question and during their dwelling thereon were not there born to them one Son and three daughters or any other and how many Children To Wit Parrya Meerah, Bibby, Hussain Bibby and Rawoottar Bibby or any other and whom by name, and did the said Vadoo Mercoyen or did he not some time in the Year 1765 or any other and when Mortgage the said Piece or Parcel of Ground now in question to Ayjee Lebba Master the Respondent in this Matter, or any other and to whom and Borrow of him the Sum of 40 Pagodas, or any other and what Sum upon his Mortgage Bond or any other and upon what writing and was not the same Witnessed by Your father Chinnadoo Mercoyen and one Hisnaud or any other and by whom and at whose Desire and Request did they Witness the same, and did the said Vadoo Mercoyen or did he not some time after and when depart this life leaving his said Third Wife Parrya Tongachey and his said four Children, To Wit Parrya Meerah, Bibby, Hussain Bibby and Rawoottar Bibby or any other and whom in the Possession of the said

said Piece or Parcel of Ground now in Question or any other and what Ground, and did the said Parrya Tongachey or did she not some time in the Year 1780 or any other and when depart this Life, and was or was not the said Parrya Meerah, Bibby, Hussain Bibby, and Rawoottar Bibby or any other and whom ever since her death until now in the quiet and peaceable Possession of the piece or parcel of Ground now in Question, or any other and what Ground. The whole You know touching these Matters together with the Reasons of such Your Knowledge and Belief declare.

To Mattoo Mercoyen } 5th. Do You Know or do You not Know one Parrya Tongachey the third Wife of Vadoo Marcoyen and had the said Vadoo Marcoyen or had he not four Children by the said Parrya Tongachey To Wit one Son and three daughters named Parrya Meerah, Bibby, Hussain Bibby, and Rawoottar Bibby, or any other and whom by Name, and were the said Vadoo Marcoyen and his said Third Wife and Children or any other and whom in the Quiet Possession of the Ground now in dispute or any other and what Ground, until the Year One Thousand Seven hundred and Sixty Six, or any other and to what time, and did the said Vadoo Marcoyen or did he not in the said Year One thousand Seven hundred and Sixty Six, or any other and when depart this Life, and were the said Parrya Tongachey and her said four Children, or were they not in the Quiet and Peaceable Possession of the said Ground, or any other and what Ground, until the Year One thousand Seven hundred and Eighty, or any other and what Year, and did the said Parrya Tongachey or did she not in the said Year One thousand Seven hundred and Eighty or any other and when depart this Life, and was not the said Piece of Ground since her death to this present time Possessed by her said four Children or any other and by whom without any let or hindrance whatever, or any other and how, and did the said Petitioner Ysmaule Mercoyen Lebbe Tongal Meera Hussain, and Adamboy Master or any other and whom by Name

Some Time Since the said Petitioner having filed his Petition in the said Hon'ble Court, or any other and when, desired and Request of You at two different Times, or any other and how many Times to tell Aiyee Labba Mastree the Respondent in this Matter, or any other and to whom, that they were Ready to Pay the Debt due from the Defendants the said Tonya Vinah Bibby and Rawotter Bibby, together with the Costs of Suit, provided he would give his Consent to the Withdrawing of this Matter from this Hon'ble Court or any other and what offer did they desire You to make, and did the said Respondent Aiyee Labba Mastree or did he not in Answer to such offer tell You to tell the said Petitioner Ajamah Moroyen, Tangasal Meera Hussen and Adamboy Mastree, or Any other and whom, that he was Ready to give his Consent to the Withdrawing of this Matter, if they would settle the Business through the means of Mr. Peter Walker his Attorney at Law, or any other, and what Answer did he give You, and did You or Did You not Communicate the same Accordingly to the said Petitioner Ajamah Moroyen, Tangasal Meera Hussen, and Adamboy Mastree, or any other and to whom, the whole You know touching these Matters together with the Reasons of such Your Knowledge and Belief Declare

Chenny Sinaty Pullay-- 6th -- Did or did not Vadoo Moroyen some Time in the Year One Thousand Seven hundred and Sixty five or any other and when Mortgage the Ground now in Question or any other and what Ground to Aiyee Labba Mastree the Respondent in this Matter, or any other and to whom for the Sum of four Pagodas or any other and for what Sum, and did You or did You not draw the said Mortgage Bond or any other and what writing, and by whose Desire and Request have You drawn the same, the whole You know touching these Matters, together with the Reasons of such Your Knowledge and Belief Declare

To Canyee Tombesam Labba and Tombesam Mastree -- 7th -- Did or did not the Defendants Tonya Vinah Bibby and Rawotter Bibby or any other and whom some time in the Year One Thousand Seven Hundred and Eighty or any other and when, Mortgage the Ground now in Question, or any other and what Ground, to Aiyee Labba Mastree the Respondent in this Matter or any other and to whom, for the Sum of forty Pagodas or any other, and for what Sum, and did You or either and which of You Sign Your Names as Witnesses to the said Mortgage Bond, or any other and what writing, and by whose desire and Request have You so Witnessed the same and had the said Defendants or had they not a Lawfull and legal Right to Mortgage the said Ground in Question to the Respondent in this Matter, or to any other and to whom they thought fit or any other and what Right had the defendants to Mortgage the same, declare the whole and their Title as fully as You Can together with the Reasons of such Your Knowledge thereof, as if You were thereunto particularly Interrogated

To Narrain Pullay. 8th -- Did or did not the Defendants Tonya Vinah Bibby and Rawotter Bibby or any other and whom, some time in the Year One Thousand Seven Hundred and Eighty or any other and when, Mortgage the Ground now in Question, or any other and what Ground, to Aiyee Labba Mastree the Respondent in this Matter, or any other and to whom for the Sum of forty Pagodas, or any other and for what Sum, and did You or did You not draw the said Mortgage Bond or Any other, and what Writing and by whose Desire and Request have You drawn the Same, and had the said Defendants or had they not a Lawfull and Legal Right to Mortgage the said Ground now in Question to Aiyee Labba Mastree the said Respondent in this Matter, or to

Any other and to whom they thought fit or any other and what Right had the Defendants to Mortgage the same Declare the whole and their Title as fully as You Can together with the Reasons of such Your Knowledge thereof as if You were thereunto particularly Interrogated—

To the Canjee Abubacker — 9th When a Piece of Ground is given to the Wife upon her Marriage Does it or Does it not By Your Law descend to and become the Property of her Children by that Marriage— What is the usual Evidence of Such Marriage Gift is it by Witnesses or otherwise and how otherwise Declare—

To all the Witnesses } 10th Do You or Do You not know any thing of a Petition being presented to the late Charles Smith Esquire was or was Not the same Presented on the Part of the said Poraya Tangachy and in her Right or on whose Account and in whose Right was the Same presented— Is it or is it not usual where there are only Women in a family for them to apply to some Male Relation or friend to petition the Justices or otherwise to Seek Redress for any Injury Sustained and was or was Not the Petitioners Name Made use of for such Petition for that Account Declare—

To all the Witnesses } 11th Do You Know or Can You Say any other Matter or thing Material for the Respondent Nagee Lubba Mastree If Yea Declare the same as You Know or do believe together with the Reasons of such Your Knowledge and Belief—

P. Walker
Atty for Respondent

Mayor's Court at Madraspatnam } Between Ysauah Marragen Petitioner and Nagee Lubba Mastree by his Attorney Abraham Angell Respondent in a Cause before this Hon.ble Court wherein the said Nagee Lubba Mastree of Madras Taylor by his Attorney the said Abraham Angell of the same place Inhabitant Complainant and Poraya [illegible] Pillay and Ravoota Pilly of the same place Inhabitants Defendants—

On the Part of the Respondent—

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

Abdull Cawder Labby of Madras Mullah Aged 80 Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the [illegible] Day of September 1786 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioner by Vencatachellam his Servant he 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 — To the first Interrogatory this Deponent Saith that he doth know the Petitioner Ysauah Marragen in this Affair and that he hath known him from his Birth and that he doth know the Respondent Nagee Lubba Mastree in this Affair and

that he hath so known him the same time and that he doth
know the Defendants Tereyah Minah Bibby and Ravooter
Bibby in this Cause And that he hath so known them the same
time And More Saith Not to this Interrogatory

2 - - - - - To the Second Interrogatory this Deponent Saith that he knows
the Second Wife of Vadomarcoyen Departed this life forty four
Years ago but Do not know her Name that Some time after
the said Vadomarcoyen did Marry a third Wife Named Pareya
Tongache and at the same time the said Vadomarcoyen by the
Knowledge and Approbation of Meerabiby Mullah and Meer
Mahamed Labbay Mullah did give the said Pareya Tongache the
said Piece or Parcel of Ground now in Question by way of her Marriage
Portion and that the said Vadomarcoyen was possessed of another
Piece or Parcel of Ground at Moottal Pettah in the fish Bazar this
Deponent Says that the said Vadomarcoyen had a Son by Name
Catadaum Labba Shake Mahomed by his first Wife as likewise
Another Son by Name Hussen Minah by his Second Wife and
that Vadomarcoyen did give the latter piece or parcel of Ground to
his said two Sons Catadaum Shake Mahomed and Hussen Minah
and after the said Vadomarcoyen and Catadaum Labba Departed
this life, the said Hussen Minah did take Possession of the said
Latter piece or parcel of ground and is now in the quiet and peaceable
Possession thereof this Deponent further Saith that the said Vadomar-
coyen had a Son and three Daughters by his third Wife Pareya
Tongache Named Tereyah Minah Bibby Hussen Bibby and
Ravooter Bibby, and the said Pareya Tongache and four Children
did Possess and enjoy the Ground in Question until the death of
Their

their Mother the said Pareya Tongache and since her death the
said Tereyah Minah Bibby Hussen Bibby and Ravooter Bibby
who now enjoys the premises without any hinderance whatever
And more saith not to this Interrogatory

10th - - - - - To the tenth Interrogatory this Deponent Saith that he knows
Nothing of the Subject Required in this or the last Interrogatory

J. Spalding
Examiner

33@33

Mayor's Court at Madraspatnam

Between Apsanah Marcoyen Petitioner, and Ayjee Labba Marcoyen by
his Attorney Abraham Angell Respondent
in a Cause before this Honble Court wherein the
said Ayjee Labba Marcoyen of Madras Taylor
by his Attorney the said Abraham Angell
of the same place Inhabitant is Complainant
and Tereyah Minah Bibby and Ravooter
Bibby of the same place Inhabitants Defendants

On the Part of the Respondent

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

Nitinah of Madras Inhabitant Aged 60 Years or thereabouts being produced
as a Witness in this Affair On the Part of the Respondent and on the 12th
Day of September 1786 ~ [illegible] at the Office of Mr Stephen Popham [illegible]
Attorney for the Petitioner by Vencatachellum [illegible]

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 does not know the Petitioner Apanah Maracayer in this Affair and that he doth know the Respondent Auger Labba Mastree in this Affair and that he hath so known him ten Years or thereabouts And that he does not know the Defendants Perrya Ninah Bibby and Ravooter Bibby in this Cause And more Saith not to this Interrog.

3 .... To the third Interrogatory this Deponent Saith that Rajee Bibby the Second Wife of Vadoo Maracayer died a long time ago but he does not recollect the Year that he afterwards Married a third Wife Named Perrya Tangachy who lived upon the Piece of Ground Now in Question that the said Vadoo Maracayer had One Son and three Daughters by the said Perrya Tangachy but he does not recollect their Names that a Mortgage Bond upon the Ground Now in Question for the Sum of four Pagodas was given to the Respondent Auger Labba Mastry to the execution of which this Deponent and one Chinnadoo Maracayer Subscribed as Witnesses that Vadoo Maracayer died about twenty Years Ago and that the said Perrya Tangachy and her Children upon the death of Vadoo Maracayer took possession of the Ground now in question, which the Petitioner is at present possessed by the said Children of Vadoo Maracayer And more Saith not to this Interrogatory—

10th .... To the tenth Interrogatory this Deponent Saith that he knows Nothing of the Subject of these Interrogatory— And more Saith not

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Not to this or the last Interrogatory—

The Mark of Chintadu

J. Spalding
Examiner

Mayor's Court at Madraspatnam } Between Apanah Maracayer Petitioner, and Auger Labba Mastree by his Attorney Abraham Angell Respondent in a Cause before this Hon'ble Court wherein the said Auger Labba Mastree of Madras Taylor by his Attorney the said Abraham Angel of the same place Inhabitants Complainant and Perrya Ninah Bibby and Ravooter Bibby of the same place Inhabitants Defendants—

On the Part of the Respondent—

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

Meeroo Mercoyer of Madras Taylor Aged 45 Years or thereabouts being Produced as a Witness in this Affair On the Part of the Respondent was on the 30th Day of August 1786 Signified at the Office of Mr. Stephen Popham who is Attorney for the Petitioner by Vencatachellum Munnumdunand 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 knows the Petitioner Assanah Marcoyen in this Affair, and he hath so known him from his Infancy and that he hath known the Respondent Auyee Labba Mastree in this Affair and he hath so known him from his Infancy and that he knows the Defendants Poreyah Vinah Bibby and Ravooter Bibby in this Cause, and that he hath so known them the same Time And more Saith not to this Interrogatory

4th ------ To the fourth Interrogatory this Deponent saith that Ujeebeebee Second Wife of Vaudemaracayen Departed this Life about forty Years ago and that the said Vaudemaracayen was in possession of the Piece or Parcel of Ground now in Question Situate to the Southward of this Deponents House at Mootalgeetta that the said Vaudemaracayen about forty Years Married his third Wife Named Parreya Tongachee but this Deponent does not know whether or not the Piece of Ground now in Question was given by way of Marriage Portion to the said Wife nor whether any other Piece or Parcel of Ground was Possessed by the said Vaudemaracayen nor does he know whether the Piece of Ground now in Question was given to his two Sons Catadam Labbay and Shake Mahomed by his first and Second Wife this Deponent knows Vaudemaracayen and his third Wife Parreya Tongachee did dwell upon the Piece of Ground now in Question and that their Son and three Daughters To Wit Poreya Vinah Bibby, Hussin Bibby, and Ravootter Bibby, Are Now the Inhabitants of the said Ground and also that Vaudemaracayen did Sometime in the Year One thousand Seven hundred and Sixty five Borrow the Sum of four Pagodas from

from the Respondent but this Deponent knows nothing of any Mortgage Bond being given for the same he has heard that his father had Witness a Bond for four Pagodas to the Respondent but at whose Request he knows not this Deponent says that Vados Marcoyen Died about twenty five Years ago leaving his said third Wife Parreya Tongachey and his four Children To wit Poreya Vinah Bibby, Hussin Bibby, and Ravootter Bibby in Possession of the said piece of Ground And also that the said Parreya Tongachey died about ten Years ago and that the said three Daughters above Named have since her death and till the present been in Quiet Possession of the said Ground And more Saith not to this Interrogatory

10th ------ To the tenth Interrogatory this Deponent Saith that a petition was presented to Charles Smith Esq.r for Parreya Tongachey for her Own Right and behalf by Auyee Labba but that in these Countries in families where there are Women for the Male Relations to present Petitions And more Saith not to this or the last Interrogatory

J. Spalding
Examined

Mayor's Court at
Madraspatnam } Between Assanah Marcoyen Petitioner and Auyee Labba Mastree by his Attorney Abraham Nugell Respondent in a Cause before this Hon.ble Court wherein the said Auyee Labba Mastree of Madras Taylor by his Attorney the said Abraham Nugell of the same place Inhabitant is Complaint and Poreya Vinah Bibby and Ravootter Bibby

Bibby of the same place Inhabitant
Defendants—

On the Part of the Respondent

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

Matho Mercoyen of Madras Taylor Aged 38 Years or thereabouts being produced as a Witness in this Affair on the Part of the Respondent was on the 25th Day of September 1786 Signified at the Office of Mr. Stephen Popham the Proctor Attorney for the Petitioner by Vencatachelum his Servant who also left him a Note of the Name Title and Places of abode 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 Assanah Mercoyen in this affair and that he hath so known him Twenty two Years or thereabouts and that he doth know the Respondent Auyee Labba Mastree in this Affair And that he hath so known him the same time and that he doth know the Defendants Perya Ninah Bibby and Ravoolar Bibby in this Cause and that he hath so known them the same Time and more saith not to this Interrogatory—

5th ------ To the fifth Interrogatory this Deponent saith that he did know Perya Tangachee the third Wife of Vandemaracoyen by whom Vandemaracoyen had four Children to wit One Son and three Daughter Perya Ninah Bibby, Hussen Bibby and Ravoolar Who were quiet Possession of the Ground and said Dispute untill the

the Year One Thousand Seven hundred and Eighty about which time Perya Tangachee departed this Life and since then the ground has been Possession of the four Children above Named without letter hindrance Whatever this Deponent saith that he was desired by One Tangacal Meerah Hussain and Adamboy Mastree to acquaint the Respondent in this Matter that they were Ready to pay the Principal of the debt due from the Defendants without Interest or Costs of Suit provided he would give his Consent to withdrawing of this Matter from this Honble Court and in Answer to such offer this Deponent was desired by the Respondent to Acquaint the Petitioner Meerah Hussain and Audamba Mastry that they must Settle the Business with the Attorney at Law which Answer was communicated by this Deponent to the said Petitioner and more saith not to this Interrogatory—

10th ------ To the Tenth Interrogatory this Deponent saith that he knows Nothing of the subject therein mentioned— And more saith not to this or the last Interrogatory—

J. Spalding
Examiner

The Mark O of Matho Mercoyen

Mayor's Court at Madraspatnam } Between Assanah Mercoyen Petitioner And Auyee Labba Mastree of this Attorney Abraham Augell Respondent in a Cause before this Honble Court wherein the said Auyee Labba Mastree of Madras Taylor, by his Attorney the said Abraham Augell of the same place Inhabitant Complainant and Perya Ninah Bibby

and Ravooter Bibby of the same
Place Inhabitants Defendants
On the Part of the Respondent

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

Seenevasah Pullay of Madras Conicoply Aged 60 Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent Was on the 25th Day of Septr 1786 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioner by Vencatachellum 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 does not know the Petitioner Asanah Marcoyen in this Affair and that he doth know the Respondent Aujee Labby Mastree in this Affair, and that he hath so known him Twenty five Years or thereabouts and that he does not know the Defendants Torrya Vinah Bibby and Ravooter Bibby in this Cause and More Saith not to this Interrogatory

6th ..... To the Sixth Interrogatory this Deponent Saith that Vandomarayen did in the Year One thousand Seven hundred and Sixty five Mortgage the Ground now in Question to Aujee Labba Mastree the Respondent for the Sum of four Pagodas which Mortgage Bond this Deponent drew up at the Request of Vando Maracayen And no more Saith he to this Interrogatory

10th ..... To the tenth Interrogatory this Deponent Saith that he knows Nothing of the Subject therein Mentioned And no more Saith
not

not to this or the last Interrogatory

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J. Spalding
Examiner

Mayor's Court at Madraspatnam } Between Asanah Marcoyen Petitioner and Aujee Lubba Mastree by his Attorney Abram Angell Respondent in a Cause before this Honble Court wherein the said Aujee Labba Mastree of Madras Taylor by his Attorney the said Abraham Angell of the Same place Inhabitants Complainant, and Torrya Vinah Bibby and Ravooter Bibby of the Same place Inhabitants Defendants

On the Part of the Respondent

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

Canjee Tambesam Labba of Madras Aged 30 Years or thereabouts being produced as a Witness in this Affair On the Part of the Respondent was on the 27th Day of September 1786 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioner by Vencatachelum 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 does not
know

know the Petitioner Asanah Harreyen in this Affair and that he doth know the Respondent Auye Lalba Hastrie in this affair and that he hath so known him fifteen Years or thereabouts and that he doth know the Defendants Tonga Tinah Bibby and Ravooter Bibby in this Cause and that he hath known them five or Six Years And more saith not to this Interrogatory —

7th — To the Seventh Interrogatory this Deponent saith that about five or Six Years ago he did put his Name as Witness to a Mortgage Bond for the Sum of Forty Pagodas at the Request of the Complainant and the Defendants and that the Defendants had a right to Mortgage the Ground in Question — And more saith not to this Interrogatory —

10th — To the Tenth Interrogatory this Deponent saith that he knows Nothing of the Subject therein Mentioned — And more saith Not to this or the last Interrogatory —

J. Spalding
Examiner

Mayor's Court at Madraspatnam } Between Asanah Harreyen Petitioner and Auye Lalba Hastrie by his Attorney Abraham Angell Respondent in a Cause before the Honble Court wherein the said Auye Lalba Hastrie of Madras Taylor by his Attorney the said Abraham Angell of the same Place Inhabitant Complainant and Tonga Tinah Bibby and Ravooter Bibby of the same Place Inhabitant Defendants —

On the Part of the Respondent

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

Tombeeram Mattee of Madras Taylor Aged 30 Years or thereabouts being Produced as a Witness in this affair on the Part of the Respondent was on the 20th Day of September 1786 required at the Office of Mr Stephen Popham who is Attorney for the Petitioner by Veeratachelumany Servant who left him a Note of the Name, Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st — To the first Interrogatory this Deponent saith that he doth know the Petitioner Asanah Harreyen in this Affair and that he hath known him four or five Years And that he doth know the Respondent Auye Lalba Hastrie in this Affair and that he hath so known him Twenty Years or thereabouts and that he doth know the Defendants Tonga Tinah Bibby and Ravooter Bibby in this Cause And that he hath so known them four or five Years — And more saith not to this Interrogatory —

7th — To the Seventh Interrogatory this Deponent saith that about the Year One thousand Seven hundred and eighty the Defendants Tonga Tinah Bibby and Ravooter Bibby did Mortgage the Ground in Question to Auye Lalba Hastrie the Respondent for the Sum of Forty Pagodas and this Deponent did at the Defendants Request

Subscribe as a Witness to the Execution of the said Mortgage Bond and it appeared to him at the time of Signing the said Bond that the Defendants had an undoubted right to Mortgage the Ground having Possessed the same undisturbed for a great many Years — And more Saith not to this Interrog.y

10th ...... To the Tenth Interrogatory this Deponent Saith that he knows Nothing of the Subject Required in this or the last Interrogatory —

36 Wey

J. Spalding
Examiner

Mayor's Court at Madraspatnam } Between Ysanah Marcoyen Petitioner and Nuyee Labba Master by his Attorney Abraham Angell Respondent in a Cause before this Hon.ble Court wherein the said Nuyee Labba Master of Madras Taylor, by his Attorney the said Abraham Angell of the same place Inhabitant is Complainant and Tonya Vinah Pilly and Ravooter Pilly of the same place Inhabitants Defendants —

On the Part of the Respondent —

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

Narrain Pullay of Madras Conicoply Aged 36 Years or thereabouts being Produced as a Witness in this Affair on the Part of the Respondent was on the 25th day of October 1786 Signified at the Office of Mr. Stephen Popham who is Attorney for the Petitioner by Vencatachellum 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 Petitioner Ysanah Marcoyen in this Affair, and that he hath so known him twenty Years or thereabouts and that he doth know the Respondent Nuyee Labba Master in this Affair and that he hath so known him the same time and that he doth know the Defendants Tonya Vinah Pilly and Ravooter Pilly in this Cause and that he hath so known them the same time — And more Saith not to this Interrogatory —

8th ...... To the Eighth Interrogatory this Deponent saith, that the Defendants Tonya Vinah Pilly and Ravooter Pilly did some time in the Year One thousand Seven hundred and Eighty Mortgage the Ground now in Question to the Respondent for forty Pagodas and this Deponent saith that he drew up the Mortgage Bond at the request of the Defendants and that it appeared to him that the Defendants had a legal Right to Mortgage the Ground now in Question to the Respondent or to any other person as it was Generally understood that they were the Undoubted Proprietors of the said Ground — And more Saith not To this Interrogatory —

10th ...... To the tenth Interrogatory this Deponent saith, that he knows Nothing of the Subject therein Mentioned — And more Saith not to this or the last Interrogatory —

[illegible]

J. Spalding
Examiner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of March Anno Domini 1788 —

Present

Edward John Holland Esqr. Mayor
William Webb and Josias Du Pre Porcher
Aldermen

Ayjee Sabba Mestry by his Attorney Abraham Angello
Toreya vers. Nynah Bibby and Rawatoor Bibby

Petition of Assanah Marcoyen read —
Answer read —
Interrogatories on the Part and on behalf of the Petitioner read —
Eight Depositions taken thereunto — The Witnesses Nos. 2 and 8 did not appear for Examination read —
Interrogatories on the Part of the Respondent read —
Eight Depositions taken thereunto read —

The Matter in dispute between the Petitioner Assanah Marcoyen and the Respondents Coming on to be Argued and Determined this day in the Presence of the Attorneys on both Sides on reading The Petitioners Petition, the Respondents Answer The Interrogatories and Depositions on the Part of the Petitioner, The Interrogatories and Depositions on the Part of the Respondent and the Court having had due Consideration doth think fit to Order and doth accordingly Order that the Petitioners Petition be held good and that the Sheriffs Seals be taken off the Premises in dispute and it is further Ordered that the Respondent do pay all Costs of this Matter —

Filed 13th March 1788 —

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sadrungapatnam Venaiguen Moodelliar of Madras Inhabitant that Teroopleeam Moottiah of the same place Inhabitant Stands justly and truely indebted unto Your Orator in the full and Just Sum of One Thousand Seven hundred and Eighty two Pagodas Thirty Seven 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 Seven hundred and Thirteen Pounds Two Shillings and Eight 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 Honble Court which Your Orator Prays 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 Honble Court be thereunto required Your Orator further Sheweth unto this Honble Court that the said Teroopleeam Moottiah in and by a Certain Bond or Obligation

Bearing date the Twenty Sixth day of November which was in the Year of Our Lord One Thousand Seven hundred and Eighty Seven became bound well and truly to pay or cause to be paid unto Your Orator the Sum of One Thousand Seven hundred and twenty two Pagodas and did further agree in and by the said Bond or Obligation that in default of payment of the said Sum of One Thousand and Seven hundred and twenty two Pagodas Your Orator might and should Prosecute him the said Teroopliccane Moottiah in this Honble Court as will more fully and at Large Appear by a Copy of the said Bond or Obligation hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be Admitted a part of this Your Orators Bill of Complaint the Original of which is in Your Orators Possession and ready to be produced whenever Your Orator shall by this Honble Court be thereunto required — Your Orator further Sheweth unto this Honble Court the said Teroopliccane Moottiah hath not nor hath any One for him paid or caused to be paid unto Your Orator or unto any One for Your Orators Use either the whole or any part of the Money due and Owing on the said Bond or Obligation Your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable Manner requested Payment from the said Teroopliccane Moottiah of the said Sum of One Thousand Seven hundred and eighty two Pagodas thirty Seven fanams and Seventy Eight Cash —

But now so it is May it Please this Honble Court that the said Teroopliccane Moottiah 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

To the End therefore that the said Teroopliccane Moottiah 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 One Thousand Seven hundred and Eighty two Pagodas thirty Seven fanams and Seventy eight 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 cause the said Teroopliccane Moottiah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honble Court at a Certain Time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand and abide by such Order and Decree therein as to this Honble Court shall seem Meet —

Fort Saint George
March 13th 1788
This Bill was Shewn to me in the days of Adjournment the Summons issued returnable the next Court Day
Edwd. Jn. Holland
Mayor

T. Spencer
Atty for the Complainant

Dr. Teroplicane Moottiah in Account Current with Sadrengapatnam Venaiquen Moodelliar Cr.

1787 Novr. 26th	To the Amount of your Bond or Obligation of this Date	1722..		1788 March 12th	By Ballance	1782.. 37/78
1788 March 12th	To Interest on D° from 26th Novr. 1787 and to this day is 3 Ms. 16 Ds. @ 12 P Cent P Annum	60.. 37/78				
	Pagodas	1782.. 37/78			Pagodas	1782.. 37/78

Fort Saint George
12th March 1788
E. E.
(Signed)

True Copy
[illegible]
Compt.

Know all Men by these Presents that I Teroplicane Moottiah of Madras am held and firmly bound unto Sadrengapatnam Venaiquen Moodelliar of the same place in the Penal Sum of Three thousand four hundred and forty four Star Pagodas to the payment whereof well and truly to be made to the said Sadrengapatnam Venaiquen 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 Madras aforesaid this Twenty Sixth day of November in the Year One Thousand Seven hundred and Eighty Seven

Whereas the above bound Teroplicane Moottiah hath borrowed and received of the above Named Sadrengapatnam Venaiquen Moodelliar the full and just Sum of One Thousand Seven hundred and Twenty two Star Pagodas Current Money of Madras to run at Interest at the Rate of Twelve P Cent P Annum Payable in three Months and that in default of Payment the the said Sadrengapatnam Venaiquen Moodelliar is hereby empowered and Authorized to Prosecute the said Teroplicane Moottiah in the Honble the Mayors Court

Now the Condition of this Obligation is such that if the above bound Teroplicane Moottiah his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Sadrengapatnam Venaiquen Moodelliar his Heirs Executors Administrators or Assigns the full and just Sum of One Thousand Seven hundred and Twenty two Star Pagodas together with such Interest as now is or shall hereafter become due thereupon then this Obligation is 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 (Signed) [illegible]
In the Presence of
Pacaul Ramasamey
[illegible]

(a true Copy) P. Spencer
Atty Complainant

Mayor's Court at Madraspatnam } Tuesday the 18th Day of March Anno Domini 1788

L.S.

Mayor's Court

Present

Edward John Holland Esqr Mayor
James Call — and — Andrew Ross
Aldermen

Between Sudungaya Tenain Venaigum Modelliar of Madras Inhabitant Complainant and Teroopticand Moottiah of the same Place Inhabitant Defendant

The Defendant by his Attorney Mr Charles Baker being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay

Pay unto the Complainant the full and Just Sum of One Thousand Seven Hundred and Eighty Two Pagodas Thirty Seven Fanams and Seventy Eight Cash Pagodas 1782. 37. 78. 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 8th Decr 1787 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vencataramiah Braminy of Madras Inhabitant That Arthur Stewart a Captain in the Service of the Honble East India Company Stands justly and truly indebted unto Your Orator in the full and just Sum of One Thousand and Eighty Seven Pagodas thirteen 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 four hundred and thirty four Pounds and Eighteen Shillings as will more fully and at Large Appear by the Copies of five Several Notes of Hand and an Account Current herewith 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 Arthur Stewart of the said Sum of One Thousand and Eighty

Seven Pagodas thirteen fanams and forty Cash

But now so it is. May it Please this Honble Court the said Arthur Stewart Obstinately and Willfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience to the End therefore that the said Arthur Stewart may upon his Corporal Oath full True direct and Perfect Answer make to all and Singular the Matters and things hereinbefore Set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were therein again Repeated and Particularly interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of One Thousand and Eighty Seven Pagodas thirteen fanams and forty 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 Arthur Steward 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

This Bill was shewn Term is the Days
of Adjournment til a Summons prayed and Returnable
on Next Court day — This 8th December 1787 }
Jas Call

Chas Baker
Atty for Complts

Star Pagodas 300

Three Months after date I Promise to Pay Vencatram or Order Three Hundred Star Pagodas which I borrowed and received from him as — Witness my hand this 5th Day of January 1785 —

Arthr Stewart

A true Copy
Chas Baker
Atty for Complt

At Two Months after date I Promise to pay to Vencatachellum Mr Welch's Braminee or his Order the Sum of One Hundred and fifty Star Pagodas Value received by me this 4th February 1785 —

St Pags 150

Arthr Stewart

A true Copy
Chas Baker
Atty for Complt

Received 29th September 1785 from Venkatram Bramminy Two Hundred Star Pagodas which I Promise to be Accountable for —

Arthr Stewart

A true Copy
Chas Baker
Atty for Complts

Received from Venkatram Bramminy Two Hundred Pagodas which I Promise to Pay him on the 5th July Next
Vippery 6th July 1786 —

Arthr Stewart

A true Copy
Chas Baker
Atty for Complts

Bramminy

I shall be Much Obliged to You if You will pay the 10 Pagodas and the Moment Ramanah Arrives I will settle the Whole of Your Account at Present I Really want this money and You will Oblige me Very Much by Sending it —

Your Friend
Arthr Stewart

A true Copy
Chas Baker
Atty for Complts

Dr. Arthur Stewart in Account Current with Vencatramiah Bramany Cr.

Year	Month	Day	Particulars	Pagodas	Fanams	Cash
1785	Jany.	5.	To Cash Paid as p Note of hand	300.	"	"
	Feby.	4.	To Do. Do.	150.	"	"
	Septr.	29.	To Do. Receipt	200.	"	"
1786	July	6.	To Do. Do.	200.	"	"
			To Do. per Note	110.	"	"
1787	Novr.	18.	To Interest for above Undermentioned Sums at 12 p Ct. p Annum			
			Y. M. D.			
			On 300. " " 2. 10. 13. 103. 11. 10.			
			150. " " 2. 9. 14. 50. 9. "			
			200. " " 2. 4. 19. 51. 9. 20.			
			200. " " 1. 4. 12. 32. 29. 10.	237.	13.	40.
			Pagodas	1197.	13.	40.

Particulars	Pagodas	Fanams	Cash
By Cash Received in favour of Bullock People	110.	"	"
By Balance	1087.	13.	40.
Pagodas	1197.	13.	40.

Fort Saint George November 1787
Errors Excepted p Vencataramiah Bramany

A true Copy
Chas. Baker
Atty for Compt.

Mayor's Court at Madraspatnam } { Tuesday the 18th Day of March Anno Domini 1788.

Present

L.S.

Edward John Holland Esqr. Mayor
James Call and Andrew Ross
Aldermen

Mayor's Court

Between Vencatramiah Bramany of Madras Inhabitant Complainant and Arthur Stewart a Captain in the Service of the Honble. East India Company Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand and Eighty Seven Pagodas Thirteen Fanams and Forty Cash of Pagodas 1087.13.40 of together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Filed the 20th March 1788

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Francisco Rodrigues of Madras Inhabitant, that Catharina de Torres of the same place, stands indebted unto Your Orator in the full and just Sum of Forty three Star Pagodas Seventeen fanams and Twelve 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 and Seven Shillings and Three Pence or thereabouts as will more fully and at large Appear by the Copies of a Certain Note of hand or Obligation bearing date the first July One thousand Seven hundred and Eighty Seven and an Account Current therein 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 Whereof is in Your Orators 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 Forty three Pagodas Seventeen fanams and Twelve Cash

But now so it is and may it please this Honble Court the said Catharina de Torres 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 Catharina de Torres may upon her Corporal

Corporal Oath full true direct and perfect Answer make to all and Singular the matter and things herein before set forth and Alledged as fully truly and Effectually to all intents and purposes as if the Same were here again Repeated and Particularly interrogated and that the said Catharina de Torres may particularly Set forth and that she may be decreed to pay unto Your Orator the aforesaid Sum of Forty three Pagodas Seventeen fanams and Twelve Cash together with all such Interest as shall or may become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Catharina de Torres to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court prefixed and appointed, then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

P. Walker
Atty for Complainant

This Bill was shewn Some Between the
Days of Adjournment Let a Summons
issue and Returnable in a Court day this
20 March 1788 — Edwd John Holland
Mayor

I the Undersigned Catharina de Torres of Madras Inhabitant Do hereby Acknowledge to have borrowed and Received of Mr Francisco Rodrigues of the same place Inhabitant the full and just Sum of Forty Star Pagodas Current Money of Madras, and to be at Interest at the rate of Twelve per Cent ₱ Annum, which said Sum I do hereby Promise to pay him or his Order with the Interest

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Interest which may become due thereon on Demand. Witness my Hand Madras 1st July 1787.

Witness
Signed Mic. Stephen
Paulo Joseph

Mark of + of the Catharina de Torres

A true Copy P. Walker
Atty for Compl.t

Dr. Catharina de Torres in Acc.t Curr.t with Francisco Rodrigues Cr.

1787 July	1	To Your Note of hand Dated this Day	40	"	"	1788 March	13	By Balance	43	17	12
1788 March	13	To Interest thereon from 1st of July 1787 to this day at 12 P Cent P Annum	3	17	12						
		Pagodas	43	17	12			Pagodas	43	17	12

Madras 13th March 1788
Errors Excepted
(Signed) Francisco Rodrigues

A true Copy P. Walker
Atty for Compl.t

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Mayor's Court at Madraspatnam } { Tuesday the 25th day of March Anno Domini 1788

L.S.

Present

Mr. James Call Senior Alderman
Edward Garrow and Andrew Ross
Aldermen

Mayor's Court

Between Francisco Rodrigues of Madras Inhabitant Complainant and Catharina de Torres of the same Place 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 Forty Three Pagodas Seventeen fanams and Twelve Cash (Pagodas 43.17.12) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made and also all Costs of this Suit

J. Call

Filed the 5th Febry 1788 }
in Court .... }

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orators Thomas Pelling and John De Fries of Madras Merchants that William Brummage of the Same Place Shopkeeper stands indebted unto Your Orators in the full and Just Sum of Two Hundred and Forty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Ninety Six Pounds as will more fully and at large Appear by Copy of an Account thereunto Annexed for the Inspection of this Honble Court which Your Orators Pray may be Admitted as part of this Their Bill of Complaint the Original whereof being in Your Orators Possession and Ready to be Produced if Required And Whereas Your Orators have frequently and in an Amicable Manner Requested Payment of the said Sum of Two Hundred and Forty Pagodas from the said William Brummage —

But now so it is. May it Please this Honble Court the said William Brummage Obstinately and wilfully Refuses to Pay the Same nor to give Your Orator any 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 William Brummage may upon his Corporal Oath full True direct and Perfect Answer make to all and Singular the

Matters

Matters and things hereinbefore 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 Two Hundred and Forty 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 William Brummage 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 —

H. Du Puy
Attorney Complainant

Mr. William Brummage .... Dr.

To 2 Godown Rent that Opens in the Street from 26th May 1787 to 26 January 1788 is 8 Months @ Pags. 30 ⅌ Month .... Pags. 240 " "

E. E. ⅌r Pelling & De Fries

Madras
26th Jany 1788

True Copy
H. Du Puy
Atty Complainant

L.S.

Mayor's Court

Mayor's Court at Madraspatnam } { Tuesday the 25th day of March Anno Domini 1788

Present

Mr. James Call Senior Alderman

Edward Garrow and Andrew Ross

Aldermen

Between Thomas Pelling and John De Fries of Madras Merchants Complainants and William Brummage of the Same Place Shopkeeper 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 Forty Pagodas / Pagodas 240 — / 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 in Court this 5th February 1788 }

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Miguel Joannes of Madras Merchant that Samuel Crawford of the Same Place Watchmaker Stands indebted unto Your Orator in the full and just Sum of One Hundred and Fifty two Pagodas and Eight fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Sixty Pounds Seventeen Shillings and Five Pence as will more fully and at Large Appear by Copy of an Account 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 the Original whereof being in Your Orators Possession and Ready to be Produced if Required And Whereas Your Orator hath frequently and in an Amicable manner Requested Payment of the said Sum of One Hundred and Fifty two Pagodas and Eight fanams from the said Samuel Crawford

But now so it is May it Please this Hon'ble 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 a General Relief Such as to this Hon'ble Court shall Appear agreeable to Equity and good Conscience To the End therefore that the said Samuel Crawford 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 Interrogatory and that they may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Fifty Two Pagodas Eight 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 Hon.ble Court to Cause the said Samuel Crawford to be Summoned and Required by the Sheriff of Fort S.t 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 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

H.y DuPuy
Attorney Complainant

M.r Samuel Crawford			D.r
To a House Rent from the 1.st March to the 1.st February is Eleven Months at 12 Pagodas ℘ Month		Pagodas 132 " "	
To Cash Payable on demand as ℘ Your Note of hand		15 " "	
To 1 Cama Plants	3 " 23 " "	5 " 8 "	
To 4 Puna D.o	1 " 31 " "		
		Pagodas 152 " 8 "	

Madras 1.st Feb.y 1788

Miguel Joannes

A true Copy
H.y DuPuy
Atty Complainant

Mayor's Court at Madraspatnam } { Tuesday the 23.d day of March Anno Domini 1788

Present

M.r James Call Senior Alderman Edward Garrow and Andrew Ross Aldermen

L.S.

Mayor's Court

Between Miguel Joannes of Madras Merchant Complainant and Samuel Crawford of the same Place Watchmaker Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court Doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Fifty two Pagodas and Eight Fanams (Pag.s 152 " 8 ") together with all Such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

℘ Cur

Filed 2d November 1787

In the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Nathaniel Bacon by his Attorney Joanna Bacon of Madras Inhabitant, that Thegaroyah Moodilly and Sarvanah Moodilly of the same place Inhabitants stand Justly and truly indebted unto Your Orator in the full and Just Sum of Eight Hundred and Fifty Nine Pagodas Twenty five 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 Three Hundred and Forty three Pounds, and Sixteen Shillings, or thereabouts, as does more Particularly and at Large Appear by the Copies of an Account Current, a Bond or Obligation and a Power of Attorney hereunto Annexed for the Inspection of this Honble Court, and which Your Orator prays may be Admitted as part of this his Bill of Complaint, the Originals being in the Hands of Your Orator's Attorney, and ready to be Produced to this Honble Court when required. And Your Orator further sheweth, that he hath frequently and in an Amicable manner requested payment of the said Sum of Eight Hundred and Fifty Nine Pagodas, Twenty five Fanams and Twenty four Cash, from the said Thegaroyah Moodilly and Sarvanah Moodilly

But now so it is May it Please this Honble Court that said Thegaroyah Moodilly and Sarvanah Moodilly 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 Thegaroyah Moodilly and Sarvanah Moodilly 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 Eight Hundred and Fifty Nine Pagodas Twenty five fanams and Twenty four Cash together with all such Interest as now is, or shall thereafter become due thereupon, and also all Costs of this Suit

May it Please this Honble Court to Cause the said Thegaroyah Moodilly and Sarvanah Moodilly 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

P. Spencer
Atty Complainant

Fort Saint George the 2d Day of November 1787
This Bill was shewn to me in the Days of
Adjournment Let a Summons issue Returnable
Next Court Day
Jas. Call
Mayor

Dr. Thegaroyah Moodilly and Savanah Moodilly in Account Current With Nathaniel Bacon Cr.

1787 May	5	To Amount of Your Bond or Obligation of this date	900	"	"
Octr.	22	To Interest on Do. from the above date to this Day is 5 Months 17 days at 10 Pr. Cent Pr. Annum	41	34	40
		Pagodas	941	34	40

1787 July	13	By Cash Received in Part	80	"	"
Octr.	22	By Interest from the above date to this day is 3 Months 9 days is 10 Pr. Cent Pr. Annum	2	9	16
			82	9	16
		By Balance due	859	25	24
		Pagodas	941	34	40

Fort St. George 22d. Octr. 1787
Errors Excepted Pr.

(Signed) Joanna Bacon
Attorney Nathl. Bacon

A true Copy
P. Spencer
Atty. Complainant

Know all Men by these Presents that We Thegaroyah Moodelly and Savanah Moodelly of Madras Inhabitants, are jointly and Separately held and firmly bound unto Nathaniel Bacon of Madras Merchant in the Penal Sum of One Thousand, Eight Hundred Star Pagodas, to the Payment whereof well and truly to be made to the said Nathaniel Bacon his Heirs, Executors Administrators or Assigns, We do hereby bind Our Selves, and each of us, Our Heirs Executors and Administrators and every of them firmly by these Presents In Witness whereof we have hereunto set Our Hands and Affixed Our Seals in Fort Saint George this Fifth day of May in the Year of Our Lord One Thousand Seven Hundred and Eighty Seven

Whereas the above bound Thegaroyah Moodelly and Savanah Moodelly have borrowed and Received of the above Named Nathaniel Bacon the full and just Sum of Nine Hundred Star Pagodas, to bear at Interest at the Rate of Ten per Cent per Annum Payable at Forty Star Pagodas per Month, and every Month till the said principal Sum of Nine Hundred Star Pagodas and Interest is fully paid off and discharged

Now the Condition of this Obligation is such, that if the above bound Thegaroyah Moodelly and Savanah Moodelly their Heirs Executors or Administrators, or any or either of them Shall well and truly pay, or cause to be paid to the said Nathaniel Bacon his Heirs, Executors, Administrators or Assigns the full and just Sum of Forty Star Pagodas on the first day of June Next Ensuing, and Regularly Forty Star Pagodas on the first Day of every Succeeding Month, until the principal Sum of Nine Hundred Star Pags. and Interest is fully paid off and discharged then this

Obligation to be Void, and of no Effect But in Case Default of Omission is made in the Monthly payment of Forty Star Pagodas for the time Space or Term of three Months, then in such Case and under such Circumstances this Bond or written Obligation is declared to be in full Force and Effect immediately after such Default or Omission for the full Sum Principal and Interest which at such Time shall Remain unpaid of the said Principal Sum of Nine Hundred Star Pagodas and Interest any thing herein before contained to the contrary Notwithstanding

[illegible]
Thugaroyah Moodelly (L.S.)
[illegible] (L.S.)

Signed, Sealed and Delivered
Where no stamp'd Paper is to be had
in the Presence of Edward Elles
Notary Publick

Neal McKenzie
[illegible]
Vencatachellum

A true Copy
P. Spencer
Atty Complainant

Know all Men by these Presents that I Nathl. Bacon of Madras Merchant have made, ordained, nominated, Authorized, Constituted and Appointed, and by these Presents do make, Constitute, ordain, nominate, Authorize and appoint my Wife Mrs Johanna Bacon of the same place to be my true and lawfull Atty for me and in my Name, and to and for my proper Use and behalf to demand, levy, Sue for recover and receive by all Lawfull ways and Means whatsoever, of and from all and every Person and Persons Whomsoever, whom it doth, shall or may concern all and every Such Sum and Sums of Money Debts, dues Goods, Effects and Things

What-

Whatsoever, which now are and shall be and grow due owing payable or belonging to me the said Nathl. Bacon upon or by Virtue of any Bill, Bond, Book; or upon Account of trading or dealing, or upon any Account ways or means in any otherwise howsoever, and if Need be to call to Account and bring to a Reckoning all or any Person or Persons Concerned in the Premisses; 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 give Giving and by these Presents granting unto my said Attorney full power and Authority in and touching the premisses, to sue, pursue arrest, Attach, seize, Sequester, implead, imprison, Condemn and prosecute, and thence and thereof again to acquit, Discharge and Out of Prison to release; also for me to Appear and my Person to represent in all or any Court or Courts or other places as Demandant or Defendant in any Suit, Action or Appeal for or by Reason of the premisses, likewise One or more Attorneys under him to set, Substitute and Appoint and again at pleasure to revoke and Generally to do, act and perform all other Matters and Things in and towards the Premisses Requisite and Necessary as fully 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 procure to be done in and touching the Premisses. In Witness whereof I have hereunto Set my Hand and Seal in Madras aforesaid this 31st Day of July and in the Year of Our Lord 1787

Signed Sealed and Delivered
Where no Stamped Papers to be had
in the Province of —

(Signed) { John Gilmore
Chinna Kistna

(Signed) Nathl. Bacon (L.S.)

A true Copy —
P. Spencer
Atty. Complainant

Filed 26th December 1787 —

The Answer of Theguroyalee Moodelly and Suranah Moodelly of Madras Inhabitants Defendants to the Bill of Complaint of Nathaniel Bacon by his Attorney Joanna Bacon of Madras Inhabitant, Complainant

These Defendants now and at all times hereafter saving and reserving to themselves all and all manner of Benefit and Advantage of Exception to the many Errors — insufficiencies and imperfections in the said Bill of Complaint and the several exhibits thereunto Annexed contained for Answer thereunto or unto so much thereof as these Defendants are advised are in any wise material for them to make Answer unto they Answer and say that altho it be true that they have duly executed the said Bond Copy whereof is annexed to the said Bill of Complaint they humbly conceive that they are not liable to payment to the Complainant any further or other Sums than appear due by the Instalments mentioned and fixed in the condition of the said Bond for these Defendants say that by the Strict and Express words of the said Condition the principal is not payable unless default shall Appear to be made in payment of the Instalments for the space of three Months, And these Defendants say that altho there Appears a difference of Twenty eight days between the day that the second Payment of Forty Pagos. became due and the day of filing the said Bill of Complaint over and above the said Term or Period of three Months Yet these Defendants humbly hope that this Honble. Court will Relieve them from payment of the Principal Sum at once for the Reasons herein after set forth Namely that some time in the Month of May in the Present Year of Our Lord One Thousand Seven hundred and eighty Seven the Complainant agreed with John Scott for the Surrender of the Office of Deputy Sea Gate Register for the Sum of Nine hundred Star Pagodas and in Order to accomodate the said John Scott the Complainant agreed to receive the said Sum by Instalments — Provided the said John Scott would get Security for the same as by the Letter of the Complainant, Copy whereof is hereunto annexed and prayed to be taken as part of this Answer may Appear the Original being in the Possession of these Defendants and Ready to be produced if required — These Defendants further Answer and say that the said John Scott as Master to these Defendants Persuaded them to give Security to the Complainant for the Payment of the said Sum of Nine hundred Pagos. to which these Defendants agreed and executed the said Bond Accordingly Payable as therein is set forth, These Defendants further say that after the Bond was given to the Complainant these Defendants paid him in Part the Sum of Eighty Pagodas for the Preceeding Months of June and July as will Appear on the Credit Side of the Complainant's Account Current Annexed to his Bill of Complaint, And these Defendants say that they were enabled to pay the said two Instalments by the said John Scott who paid these Defendants nearly the Amount thereof by his Monthly Pay Bills as Assistant to James Call Esquire the Collector

But they say that the said John Scott discontinued to pay these Defendants and he went away from Madras in the Month of October Last leaving these Defendants without any Security or Prospect whatever to save them from their Losses, They therefore hope this Honble Court will relieve them from the Penal Part of the Condition and only decree these Defendants to pay the Ballance due unto the Complainant under the Instalments fixed for that Purpose in the Bond which Instalments these Defendts Promise Most faithfully and punctually to discharge

All Which matters and things these Defendants Are ready and willing to Verify maintain and Prove as this Honble Court shall direct and most humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf most Wrongfully Sustained

J. Popham
Atty for Defendants

Capt. Scott
Dear Sir

You will You say pay me monthly the Amount of Your pay as You as well as other People are liable to Accidents Give me Security for my receiving that Amount Regular and I will to make things easy to You stop Proceedings but I beg yr Security May be such as I can take

Yr Always
N. Bacon

a True Copy
J. Popham

Mayor's Court at Madraspatnam } { Tuesday the 25 Day of March Anno Domini 1788

L.S.

Present

Mr James Call Senior Alderman
Edward Garrow and Andrew Ross
Aldermen

Mayor's Court

Between Nathaniel Bacon by his Attorney Joannes Bacon of Madras Inhabitant Complainant and Thegaroyah Moodilly and Lewanah Moodilly of the same place Inhabitants Defendants

This Cause Coming on to be heard and Debated this Day in the Presence of the Attornies on both sides and Reading the Complainants Bill with Copies of an Account Current a Bond or Obligation and Power of Attorney Annexed The Defendants Answer with Copy of a Letter Annexed On Hearing the Pleadings and Arguments 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 Defendants shall pay unto the Complainant the full and just Sum of Eight Hundred and Fifty Nine Pagodas Twenty Five Fanams and Twenty four Cash (Pag.s 859. 25. 24) 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

Dft Cur.

Filed 14th Feby 1788—

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator James Johnston Major of Engineers in the Honble English East India Company's Service at this Presidency of Fort Saint George That Alexander Davidson of the same place Esquire Administrator of all and Singular the Goods and Chattles Estate and Effects of Duncan Andrew Bain deceased as Administrator as aforesaid stands well and truly indebted unto Your Orator in the full and just Sum of Three Thousand and Seven hundred Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Thousand four hundred and eighty Pounds or thereabouts as Will More fully and at Large Appear by a Copy of a Promissory Note of hand hereunto Annexed for the Inspection of this Honble Court & which Your Orator prays may be Admitted as part of this his Bill of Complaint the Original being in the Possession of Your Orator's Atty 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 an Amicable manner Requested payment of the said Sum of Three Thousand and Seven hundred Star Pagodas from the said Alexander Davidson—

But

But now so it is may it Please this Honble Court that the said Alexander Davidson 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 Alexander Davidson as Administrator as aforesaid 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 Three Thousand and Seven hundred Pagodas together With all such Interest as now is or shall hereafter become due thereupon and also all Costs of this Suit

May it Please this Honble Court to cause the said Alexander Davidson as Administrator aforesaid 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. Spencer
Atty Complainant

Fort Saint George Feby 14th 1788
This Bill was shewn to me in the Day of
Adjournment let a Summons Issue returnable
the next Court Day— Edmd John Holland
Mayor

I Promise to pay to Captain James Johnston or Order on Demand Three Thousand Seven hundred Star Pagodas for Value received of him this 1st Day of August 1781 —

St. P.s 3700 —

(Signed) D: A: Baine

A true Copy
P. Spencer
Atty Complainant

Mayor's Court at Madraspatnam } { Tuesday the 1st Day of April Anno Domini 1788

L.S.

Present

Mr James Call Senior Alderman
William Webb and Robert Ewing and Andrew Ross — Aldermen

Between James Johnston Major of Engineers in the Honble English East India Company's Service at their Presidency of Fort St George Complainant and Alexander Davidson of the same place Esquire Administrator of all and Singular the Goods and Chattles Estate and Effects of Duncan Andrew Baine deceased as Administrator as aforesaid Defendant —

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Thousand and Seven Hundred Pagodas (Pagodas 3700 „ „) 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 —

Per Cur

Filed 19th Feby 1788 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Soancoo Pedda Kistnama Chitty of Madras Merchant by his Attorney Sainty Vencata Sobaly of the same Place Inhabitant that Latcheraumy Perriyapalee of the same Place Town Conicopler stands justly and truly indebted unto Your Orator in the full and just Sum of One Thousand One Hundred and Seventy three Star 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 Four hundred Sixty Nine Pounds Seven Shillings or thereabout as does More Particularly and at Large Appear by the Copies of an Account Current Bond and an Assignment hereunto Annexed for the Inspection of this Honble Court which Your Orator Prays May be Admitted as part of this his Bill of Complaint the Originals whereof are in Your Orators Attorneys Possession 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 of the said Sum of One Thousand One hundred and Seventy three Star Pagodas fifteen fanams from the said Patnasawmy Periaya.

But now so it is May it please this Honble Court the said Patnasawmy Periaya 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 Patnasawmy Periaya 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 One hundred and Seventy three Star Pagodas and fifteen fanams 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 Patnasawmy Periaya 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. Ingles
Atty for the Compt

Dr Patnasawmy Periaya in Acct Curt with Soonco Pedda Kistnamo Chitty Cr

1786 May	1st	To Amount of Your Bond of this date	1000	"	"	1787 Octr	11th	By Balance due Time	1173	15	"
1787 Octr	11th	To Interest on Ditto to this day being 1 yr 5 ms and 10 ds at 12 pr Cent pr Annum	173	15	"						
		S. Pagodas	1173	15				S. Pagodas	1173	15	"

Fort Saint George
11th October 1787
E. E. (Signed) [illegible]

A true Copy
Chas. Ingles
Atty for the Compt

Know all Men by these Presents that I Patnasawmy Periaya of Madras Town Canicopler am held and firmly bound unto Soonco Pedda Kistnama Chitty of the same place Merchant in the Penal Sum of Two Thousand Star Pagodas (Pa. 2000) Current Money of Madras to the Payment whereof well and truly to be made to the said Soonco Pedda Kistnama 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 Madras aforesaid this first Day of May in the Year One Thousand Seven hundred and Eighty Six

Whereas the above bound Patnasawmy Periaya hath Borrowed and Received of the above named Soonco Pedda Kistnama Chitty the full and just Sum of One Thousand Star Pagodas (Pa. 1000) Current Money of Madras to bear Interest at the rate of Twelve 12 per Cent per Annum Payable in six Months from the date hereof and for better securing the Payment of the said Sum of Money and Interest the said Patnasawmy Periaya doth hereby Mortgage a Certain Choultry Bill of Sale of a Certain Dwelling House and Ground situated at Trewatoor in Dunnasewachary Matoone Street between the Houses of Valaray Condapalam and Coodyan Lane Which Bill of Sale being Numbered One Thousand Eight hundred and Twenty One and in default of Payment thereof within the said Limitted time of six Months then the said Soonco Pedda Kistnama Chitty is Authorized and impowered to Sue the said Patnasawmy Periaya in the Honble the Mayors Court at Madraspatnam or any Court and Recover the said Principal Sum of One Thousand Star Pagodas together with all Interest and Costs of such Suit

Now the Condition of this Obligation is such that if the above bound Patnasawmy Periaya his heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto the said Soonco Pedda Kistnama Chitty his heirs Executors Administrators or Assigns the full and just Sum of One Thousand Star Pagodas (1000 Ps.) within Six Months from the date hereof 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

பட்னசாமி பெரியா
கையெழுத்து

(Signed) [illegible]
(Signed) [illegible]

A True Copy
Chas. Ingles
Atty for the Complt

To all People to whom these Presents shall come Greeting Whereas Patnasawmy Periaya of Madras Town Canicopler in and by the balance of an Account Current bearing date the Eleventh day of October in the Year of Our Lord One Thousand Seven hundred and eighty Seven and being upon a Certain Bond bearing date the first Day of May in the Year One Thousand Seven hundred and Eighty Six stands indebted unto Soonco Pedda Kistnama Chitty of the same Place Merchant in the full and just Sum of One Thousand

One hundred and Seventy three Star Pagodas and Fifteen Fanams Current Money of Madras —

Now Know Ye that the said Soonco Pedda Kistnama Chitty for and in Consideration of the said Sum of One Thousand One hundred and Seventy three Star Pagodas and Fifteen Fanams to him in hand paid by Lainty Vencata Soobiah also of the same Place Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof is hereby Acknowledged he the said Soonco Pedda Kistnama Chitty has Assigned and Set over and by these Presents doth Assign and Set over unto the said Lainty Vencata Soobiah the said Account Current and Bond 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 Soonco Pedda Kistnama Chitty for the Consideration aforesaid has made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Lainty Vencata Soobiah his heirs Executor Administrators or 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 or Assigns but for the Sole and Proper use and benefit of the said Lainty Vencata Soobiah his heirs Executors Administrators and Assigns to ask Require Demand and Receive of the said Patnasawmy Pillay his heirs Executors and Administrators the Money due and to become due on the said Account Current and Bond and on non Payment thereof he the said Lainty Vencata Soobiah his heirs Executors Administrators or Assigns to Sue for and

And Recover the same and on payment thereof he the said Lainty Vencata Soobiah his heirs Executors Administrators or Assigns to Sue for and Recover the same and on Payment thereof to deliver up and Cancel the said Account Current and Bond and give Sufficient Releases and discharges therefor and One or More Attorney or Attornies under him to make Constitute and Appoint and whatsoever the said Lainty Vencata Soobiah or his Attorney or Attornies shall Lawfully do in the premises the said Soonco Pedda Kistnama Chitty doth hereby Allow and Affirm and the said Soonco Pedda Kistnama Chitty doth Covenant with the said Lainty Vencata Soobiah that the said Soonco Pedda Kistnama Chitty hath not Received or will Receive the said Sum due or to become due on the said Account Current and Bond or any Part thereof Neither shall or will Release or discharge the same or any part thereof but will own and allow of all lawfull Proceedings for the Recovery thereof he the said Lainty Vencata Soobiah saving the said Soonco Pedda Kistnama Chitty harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Soonco Pedda Kistnama Chitty hath hereunto set his hand and Seal in Madras this eleventh Day of October the Year of Our Lord One Thousand Seven hundred and Eighty Seven —

Signed Sealed and Delivered (Signed) సుంకో పెద్ద కిష్ట్నమ చెట్టి
where no Stamped Paper is to be had
in the Presence of
(Signed) Jagaroy —

A true Copy
Chas Ingles
Atty for the Complt

Mayor's Court at Madraspatnam } { Tuesday the 1st day of April Anno Domini 1788

L.S.

Mayor's Court

Present ___

Mr. James Call Senior Alderman

William Webb — Robert Ewing

and

Andrew Ross — Aldermen ___

Between Soonar Pedda Kistnama Chitty of Madras Merchant by his Attorney Sainty Vencata Soobiah of the same Place Inhabitant Complainant and Patnasawmy Periaya also of the same Place Town Conicopler Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Thousand One Hundred and Seventy three Pagodas and Fifteen Fanams (Pagodas 1173 „ 15 „) together with all such Interest as Now is or shall hereafter become due thereon until full Payment

Payment is Made also all Costs of this Suit

Per Cur

Filed the 15th Feby 1788 — To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Charles Pissel of Madras Inhabitant That Alexander Stephens of the same Place Shopkeeper Stands justly and truly indebted unto Your Orator in the full and just Sum of One hundred and twenty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty Eight Pounds as will more fully and at Large Appear by Copy of a Promissory Note hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays May be Admitted as Part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Alexander Stephens of the said Sum of One hundred and Twenty Pagodas

But now so it is May it Please this Honble Court the said Alexander Stephens Obstinately and wilfully Refuses to Pay the same or to Give Your Orator any manner of Satisfaction Relief in which this Honble Court shall Appear

Agreeable to Equity and good Conscience To the End therefore that The said Alexander Stephen 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 One hundred and Twenty Pagodas 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 Alexander Stephen 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 —

Chas. Baker
Atty for Complainant

This Bill was Shewn to me in the Days of Adjournment and the Complainant having Sworn to the Justness of his demand and that he the said Complainant hath Reason to believe that the Defendant will Abscond from the Presidency on hearing that a Bill is filed against him let a Summons issue immediately and a Warrant of Arrest thereon

This 13th Feby 1788 — Edwd. John Holland
Mayor

Madras 17th Decr 1787 —

Received of Mr Assel 120 Pagodas [illegible] which I Promise to Pay in One Month after the Date hereof.

A. Stephen

A true Copy
Chas. Baker
Atty for Compl.t

Mayor's Court at }
Madraspatnam }

{ Tuesday the 1st day of April
{ Anno Domini 1788

Present —

Mr James Call Senior Alderman
William Webb — Robert Ewing
and
Andrew Ross — Aldermen —

L.S.

Mayor's Court

Between John Charles Assel of Madras Substitute Complainant and Alexander Stephen of the same Place Shopkeeper Defendant

It Appearing by the Record of this Court that the Usual Rule having 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 Pagodas Pag.s 120. 0. 0 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 24th November 1787 —

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Paccomoorty Bistyanah Chitty of Madras Merchant that Gorroobada Moodaly of Weppery Inhabitant Stands Justly and truly Indebted unto Your Orator in the full and Just Sum of One Hundred and Seventy Eight Pagodas and Thirty Six fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Seventy One Pounds and Ten Shillings or thereabouts as will more fully and at Large Appear by the Copies of a Translation of Bond or Obligation and an Account Current thereunto Annexed for the inspection of this Hon.ble Court and which Your Orator Prays may be Admitted as part of this Your Orator's Bill of Complaint the Original whereof now being in Your Orator's Custody and Ready to be produced to this Hon.ble Court when it 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 Gorroobada Moodaly of the said Sum of One hundred and Seventy Eight Pagodas and Thirty Six fanams —

But now so it is May it Please this Hon.ble Court that the said Gorroobada Moodaly 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 Gorroobada Moodaly 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 One hundred and Seventy Eight Pagodas and Thirty Six 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 Gorroobada Moodaly 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 thereon as to this Hon^ble Court shall seem Meet —

P. Walker
Attorney for Compl^ts

This Bill was shewn to me in the Days of Adjournment Late Summons Issued and Returnable Next Court Day this 24th Day of November 1787

Jno. Call
Mayor

Translation of a Bond Dated 7th May 1787 —

I Wapary Goorroobada Moodaly do give this Bond to Pasumirty Kistnama Chitty Inhabitant of Madras that is to say

In Consequence of my Urgent Occasion I have borrowed and received of You the Sum of (168) One Hundred and Sixty Eight Star Pagodas Current Money of Madras which Sum I do hereby Engage to repay You with Interest at the Rate of 12 ℘ Cent ℘ Annum on or before the 7th July next In default of which You are hereby empowered to recover it by Prosecuting in the Court — Thus given this Bond with my freewill and Consent Witnesses Namboor Vinnana Chitty Cator Perumal Chitty by their by their knowledge Drawn and Signed by —

Goorroobadam

Witnesses Signed
Namboor Vinnanah
Perumall

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

Runganadum
Interpreter

A true Copy
P. Walker
Att^y for Compl^ts

Dr Goorroobada Moodaly in Acct Curt With Pasoomorty Kistnamah Chitty — Cr

1787 May	7th	To Amount of Your Bond or Obligation of this Date Payable in the Month of July Next with Interest for	168	"	"	1787 Nov^r	20th	By Ballance Due to Me	172	36	"
Nov^r	20th	To Interest due to this Day is 6 ms 13 ds at 12 ℘ Cent ℘ Annum	10	36	"						
		Pagodas	178	36	"			Pagodas	172	36	"

Fort Saint George 20th November 1787
Errors Excepted

(Signed) పసుమతికిస్తన్న

A true Copy
P. Walker
Att^y for Compl^ts

Mayor's Court at Madraspatnam } { Tuesday the 8th Day of April Anno Domini 1788 —

L.S.

Present ——

Mr. James Call Senior Alderman
Sir John Menzies and Andrew Ross
Aldermen ——

Mayor's Court

Between Paramanody Kistnamah Chitty of Madras Merchant Complainant and Gooroobadoo Moodaly of Vypery 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 Seventy Eight Pagodas and Thirty Six fanams of Pagodas 178..36.. 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 11th April 1788 —

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Moodoo Kistnah of Madras Inhabitant that Denis Phillippus Calendar of Madras Merchant Stands Well and Truly Indebted unto Your Orator in the full and just Sum of Three hundred and fifty Pagodas, Thirty four fanams and Sixty Cash, Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Forty Pounds, Six Shillings or thereabouts as does more Particularly and at Large Appear by the Copy of a Bond or written Obligation 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 of which is in the Possession of Your Orators Attorney and Ready to be Produced when Your Orator further Sheweth that he hath frequently and in an Amicable Manner Requested Payment of the said Sum of Three Hundred and fifty Pagodas, Thirty four fanams and Sixty Cash from the said Denis Phillippus Calendar —

But now so it Is May it Please this Hon'ble Court the said Denis Phillippus Calendar Obstinately and Wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a 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 Phillippus Calendar May upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectualy 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 Fifty Pagodas thirty four fanams and Sixty 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 Denis Phillippus Calendar 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 April 8th 1788

P. Spencer
Atty Complainant

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

Jas. Call
Junior Alderman

Know all Men by these Presents that I Denis Phillipus Calender of Madras Merchant am held and firmly bound unto Moodoo Kistnah of Madras Inhabitant in the Penal Sum of Seven hundred and One Pagodas twenty seven fanams and forty Cash Current Money of Madras to the Payment whereof well and truly to be made to the said Moodoo Kistnah his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these In Witness whereof I have hereunto Set my Hand and Seal in Fort Saint George this Second day of November in the Year of Our Lord One Thousand Seven hundred and Eighty Six

Whereas the above Bound Denis Phillipus Calendar hath Borrowed and Received of the above Named Moodoo Kistnah the full and Just Sum of Three hundred and fifty Pagodas thirty four fanams and Sixty Cash Current Money of Madras to run at Interest at the Rate of Twelve per Cent per Annum Payable on Demand from the Day of the Date hereof

Now the Condition of this Obligation is such that if the above Bound Denis Phillippus Calender his Heirs Executors Administrators or Assigns shall well and truly Pay or cause to be paid unto the said Moodoo Kistnah his Heirs Executors Administrators or Assigns the full and just Sum of Three hundred and fifty Pagodas thirty four fanams and Sixty Cash 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 Stamp Paper is to be had in the presence of
March Frans. Jeffrey
Joao Teixeira

(Signed) Denis Phillippus Calendar (L.S.)

A true Copy
P. Spencer
Atty Complainant

Mayor's Court at Madraspatnam } Tuesday the 15th Day of April Anno Domini 1788.

Present

Mr James Call Senior Alderman
George Savage and Andrew Ross
Aldermen

L.S.

Mayor's Court

Between Meedoo Vitchala of Madras Inhabitant Complainant and Denis Phillippus Calendar of the same Place Merchant Defendant

The Defendant by his Attorney Mr Henry Du Puy 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 Three hundred and fifty Pagodas

Thi

Thirty four fanams and Sixty Cash (Pags 350.34.60) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made and also all Costs of this Suit.

Plaint

Filed 11th April 1788

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Auna Sawmy Pillay of Madras Inhabitant That Paria Mootialoo Butten and Chinna Moo Tialloo Button of the same Place Inhabitants stand justly and truly indebted unto Your Orator in the full and Just Sum of Two hundred and Seven Pagodas Twenty Seven fanams & 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 Eighty Three Pounds and Nine Pence or thereabouts as will more fully and at large appear by the Copy of Translation of a Mortgage Bond with Power to sue in the Honble the Mayor's Court and of an Account Current thereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be Admitted as part of this Your Orator's Bill of Complaint the Originals thereof now being in Your Orator's Possession and Ready to be Produced to this Honble Court when he shall be thereunto required and Your Orator further sheweth this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Paria Mootialloo Button and Chinna Mootialloo Button of the said Sum of Two hundred and Seven Pagodas Twenty Seven fanams and forty Seven Cash

But now so it is May it Please this Honble Court that the said Paria Mootialloo Button and Chinna Mootialloo Button 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 Paria Mootialloo Button and Chinna Mootialloo Button 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 Two hundred and Seven Pagodas Twenty Seven fanams and forty Seven 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 Paria Mootialloo Button and Chinna Mootialloo Button 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 thereon as to this Hon.ble Court shall seem Meet—

P. Walker
Atty for Complainant

This Bill was shewn to me between the Day of Adjournment Let a Summons issue Returnable that Court day this day of April 1788 —

Jas. Call Senior Alderman

Translation of a Mortgage Bond Dated 27th September 1787—

We Paria Mootialloo Button and Chinna Mootialloo Button Sons of Cunnarum Button Goldsmiths of Madras Mint Give this Mortgage Bond to Annasawmy Pillay Son of Narrainsawmy Pillay of the Same Place — That is to Say

In Consequence of the Debt due to Autumbaram Iyah Moodelliar — we have Mortgaged to You Choultry Tope or Stone Choultry Topes or Groves Tank Rungum or Free Gift Lands Grounds or Lands — Water — Money Stones or bricks whatsoever Privileges

Situated at the Road of Sandy and borrowed and Received of You the Sum of (195) One hundred and Ninety five Star Pagodas Current Money of Madras which Sum we do hereby engage To Repay You on or before the 20th Margaley or January Next With all such Interest as shall or may become due thereon at the rate of 12 p Cent p Ann.m and Redeem the Mortgaged Premises Under failure of which You are hereby empowered to Prosecute Us in the Hon.ble the Mayor's Court and Recover Your Principal and Interest together with the Costs and Charges Attending the Court by selling the Premises otherwise You are hereby empowered to take Possession of the said Topes or Groves Tank House or Stone Choultry Maniams or free Gift Lands Grounds or Lands Water Money Stones Bricks whatsoever Privileges Appertaining to the said Choultry House as if it had been finally Sold unto You and enjoy the same by Cultivating or Planting every kind of Plantations as long as the Sun and Moon shall Exist from Generation to Generation With a Power to sell or alienate the same at Your Pleasure then is no manner of Claim or Molestation to the said Premises and in case there should be any we do Jointly and Separately bind Ourselves to clear the same Thus we have given You this Bond with Our free will and Consent Witnesses Ramaya Pillay Gomastah of Autumbaram Iyah Moodelliar and Tongasala Pattuday Coody Ramun Button by their Knowledge this was drawn by Valaydun Son of Rungasala Pillay

Signed Pedda Mootialloo
D.o Chinna Mootialloo

Witnesses Signed
Moondravaga Raumana
Ramaya Pillay Gomastah of Autumbaram Iyah Moodelliar
Ramayam Gomastah of Iyah Moodelly
Moondravag Raumana

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

A true Copy
P. Walker
Atty for Compl.t

Dr. Parea Mootialloo button and Chinna Mootialloo button in Account Current with Anna Sawmy Pillay Cr.

			Pagodas	Fanams	Cash				Pagodas	Fanams	Cash
1787 Septr.	4th	To Amount of Your Joint Mortgage Bond of this Date Payable in 4th January Next with Interest and in default thereof Youe empowered Me to Sue You in the Honble. the Mayor's Court for	195	"	"	1788 March	31st	By Balance Due	207	27	42
1788 March	31st	To Interest on Do. from 4th September 1787 to this Day being 6 Months and 14 Days at 12 per Cent per Annum	12	27	47						
		Pagodas	207	27	47			Pagodas	207	27	47

Fort Saint George 31st March 1788

Errors Excepted

per Anna Sawmy

A true Copy

J. Walker

Attoy for Complt.

Mayor's Court at Madraspatnam } Tuesday the 15th Day of April Anno Domini 1788

Present —

L.S.

Mayor's Court

Mr. James Call Senior Alderman

George Savage — Andrew Ross

Aldermen —

Between Anna Sawmy Pillay of Madras Inhabitant Complainant and Parea Mootialloo Button and Chinna Mootialloo Button of the same Place Inhabitants Defendants —

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 Seven Pagodas Twenty Seven fanams and forty Seven Cash (Pagodas 207. 27. 47) together with all such Interest as now is or shall hereafter become due thereon until full Payment be made as also all Costs of this Suit

J. Call

Filed the 23rd Feby 1788

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Cauvichary Ponnapa Chitty of Madras Merchant that Pondichery Pullicondah Chitty of the same Place Merchant Stands Justly and truly Indebted unto Your Orator in the full and Just Sum of Five Hundred and Twenty 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 Two Hundred and Eleven Pounds and four Shillings and thereupon Your Orator Sheweth unto this Honble Court that Sometime on or about the Twelfth Day of September One Thousand Seven hundred and Eighty Six the said Pondichery Pullicondah Chitty borrowed and Received of Your Orator the Sum of Four hundred and fifty Pagodas and for the Repayment thereof did on the same Day Grant unto Your Orator a Mortgage Bond Payable at the Expiration of One Year with Interest at Twelve Per Cent per Annum as by a Copy of the Translation of the said Mortgage Bond Marked **A.** hereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be

Admitted

Admitted as Part of this Your Orator's Bill of Complaint the Original being in Your Orator's Possession and Ready to be Produced to this Honble Court whenever he shall be thereunto Required Your Orator further Sheweth unto this Honble Court that at the End of the said Year the said Pondichery Pullivandah Chitty not being able to discharge the said Money and Your Orator being Much in Want thereof and Very Urgent to Receive the same the said Pondichery Pullivandah Chitty did Execute unto Your Orator Another Bond or Written Agreement Whereby he Agreed to pay all the Interest that was due for One Year on the Tenth Day of February One thousand Seven hundred and Eighty Eight and the Principal On the Tenth Day of June One Thousand Seven hundred and Eighty Eight or in Case of failing in Either of the said Payments then Your Orator was at Liberty to sue the said Pondichery Pullivandah Chitty in this Honble Court for the whole Amount thereof as well for the Principal as Interest as by a Copy of the Translation of the said Written Agreement Marked **B.** 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 being in Your Orator's Possession and Ready to be produced to

the

this Hon.ble Court whenever he shall be thereunto Required Your Orator further Sheweth that Such Principal and Interest Amounts at Present to the said Sum of Five hundred and Twenty Pagodas as by the Copy of an Account Current Marked C. 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 Original being in Your Orator's Possession and Ready to be Produced to the Hon.ble Court whenever he shall be thereunto Required and Your Orator further Sheweth unto this Hon.ble Court that he has frequently and in an Amicable Manner Requested Payment from the said Pondicherry Pullicandah Chitty of the said Sum of Five hundred and Twenty Eight Pagodas

But now so it is May it Please this Hon.ble Court the said Pondicherry Pullicandah Chitty Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premisses Your Orator therefore Prays a General Relief Such as to this Hon.ble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Pondicherry Pullicoandah Chitty May upon

his

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 Five hundred and Twenty Eight Pagodas Together With all Such Interest as now is or Shall hereafter due thereon and also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said Pondicherry Pullicoandah 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 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 thereon as to this Hon.ble Court shall Seem Meet

P. Walker
Att.y Complainant

This Bill was shewn to me in the Days of Adjournment Let a Summons Issue and Returnable Next Court Day
25th February 1788 ------

Edwd John Holland
Mayor

A

Translation of a Mortgage Bond Dated 2d Paratasey of Paraubava Year Answering to Anno Domini 1786 –

I Pullecoandah Chitty Son of Pondicherry Mootee Chitty of Madras Merchant Do give this Mortgage Bond of the House to Poonaga Chitty Son of Cauvichary Chinnatamby Chitty of the Same place Merchant (that is to say)

In Consequence of my Urgent Occasion I have Mortgaged to You a House Situated at Mootal Pettah in Laby Chitty Vencatakistnama Naick's Garden South to Yagapa Chitty's House and North to Nellah Chitty's house which was built on two Grounds the One Allotted by the Honble Company in Lieu of the Ground the building on which was destroyed by the Honble Company Owing to the late wars or disturbances of Hyder and French the dimension of which has been discribed in the Bill of Sale No 1855 Situated at Pedda Naick's Pettah in Bundaroo Chitty's Street Between the Houses

of Chinnah Chitty Caudaya Chitty and Mylah Vencata Chitty and the other purchased from Mauraga Chetty lying and being to the East side to the above Allotted Ground with the Cadjan Bills of Sale thereof and Borrowed and Received of You the Sum of (450) Four hundred and fifty Star Pagodas Current Money of Madras which Sum I do hereby engage to Repay You on or before the 12d Paratasey of Plavanga Year or 12th Sept 1787 with such Interest as shall or may become due thereon at the Rate of 12 pr Cent pr Annum In default of which I have bargained and sold unto You the said House together with the Appurtenances thereunto belonging such as Free Water Money House bricks for the Sum of 800 Pags being the Value Determined and Agreed & I do further engage to procure You a Chowltry Bill of Sale for the said House by receiving on the 13 of the said Month the Sum of 496 Pags being the ballance of the Value after having deducted the Sum of (304) Pags being the Amount of the Principal and Interest thereon According to the Bond

Thus I Pulleoandah Chitty have given this Mortgage Bond or Bill of Sale of the House to Poonaga Chitty with my free will and Consent Witnesses Yagapa Chitty and Nellah Chitty by their knowledge Drawn by Canacoo Poonigacooty

(Signed) Pulleoandan

Witnesses (Signed)
Yagapen
Arunachellam by the Consent of Nellah Chitty

A True Translation [illegible] from the Malabar Language
Rungunadan Interpreter
[illegible]
P Walker
Atty for Compt

(237)

B

Translation of an Agreement Dated 8th Tye of Plavanga Year Answering to Anno Domini 18th Jan.y 1788

I Pondicherry Pullecandah Chitty do give this agreement to Cauvichary Pommapa Chitty of Madras Merchant that is to say

As I had on the 2d Paratasy of Parabava Year or 12th Sept. 1786 Borrowed of You the Sum of (450) Pag.s on the Mortgage of the Bill of Sale of my House and failing in the Payment of the Interest due thereon to this Day You began to press and Importunate Demand Nella Maury Chitty who had Executed Security Bond and Account of me for Payment of the Principal and Interest I do hereby Covenant and Agree to Discharge the Amount of the Interest due for 1 Year on the 30th of this Tye or 10th Feb.y in default of which You are hereby empowered to Prosecute me in the Hon.ble the Mayor's Court on or About 9th January or 19th Feb.y without any Connection or Concern with Nella Maury Chitty who became Security for me and Recover Your Money by Selling the Premises in Public Outcry. Should I Satisfy You the Amount of the Interest due for this 1 Year on the 30th of this Month or 10th Feb.y I will induce Mortgage to Redeem My Bill of Sale by Discharging the Principal and Interest on or before the 30th Vyassy of Keelaga Year or 10th June 1788 in default of which You are Sue me in the Hon.ble the Mayor's Court and Recover Your Money by selling the Premises. Thus I have given this Agreement with my free will Consent

Witnesses Gampondi Narrasaumy Naicker and Gommeody Pendy Cooty Chitty by their knowledge this Agreement was Drawn by Sawmy

(Signed) Pullecandan

Witnesses (Signed)
Narrasawmy
Cooty

A true

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(238)

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

Rungnaudam
Interpreter

A true Copy
P. Walker
Atty for Compl.ts

Dr. Pondicherry Pullecandah Chitty in Account Current with Cauvichary Pommapa Chitty Cr.

1786 Sept.r	12	To Amount of Your Mortgage Bond of this Date to me for	450	"	"	1788 Feby	21	By Ballance due to me	528	"	"
1788 Feby	21	To Interest on D.o from 12th Sept.r 1786 to this Date being 1 Year 5 Months and 10 Days at 12 p Cent p Annum	78	"	"						
		Pagodas	528	"	"			Pagodas	528	"	"

Fort St. George 21st Feby 1788
Errors Excepted
(Signed)

A true Copy
P. Walker
Attorney for Complts.

L.L.

Mayor's Court

Mayor's Court at Madraspatnam } { Tuesday the 15th Day of April Anno Domini 1788

Present

Mr James Call Senior Alderman
George Savage and Andrew Ross
Aldermen

Between Cauvichary Poonaja Chitty of Madras Merchant Complainant and Pudicherry Pullicondah Chitty 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 Twenty Eight Pagodas Pagodas 528 — 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

Q A Curr

Fd 18th April 1788

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

Humbly Complaining sheweth unto this Hon'ble Court Your Orator Gopaul Braminy of Madras Inhabitant that Joseph Burghall of the same Place Inhabitant Stands Well and truly Indebted unto Your Orator in the full and Just Sum of One hundred and Twenty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Forty eight Pounds or thereabouts, as doth more Particularly and at Large Appear by the Copy of a Mortgage 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 Original of which is in the Possession of Your Orator 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 One hundred and twenty Pagodas from the said Joseph Burghall

But now so it is May it Please this Hon'ble Court 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 a General Relief Such as to this Hon'ble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Joseph

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 and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he May be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Twenty 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 Hon.ble Court to Cause the said Joseph Burghall 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 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
13th Day of April 1788 —

P. Spencer
Atty Complt.

This Bill was Sworn to in the Days of Adjournment Let a Summons Returnable Next Court day Issue —

Jas. Call
Junior Alderman

Know all Men by these Presents that I Joseph Burghall of Madras Inhabitant, Am held and firmly bound unto Gopaull Braminy of the same Place Inhabitant in the Penal Sum of Two Hundred and Forty Pagodas Curt. Money of Madras to be paid to the said Gopaull Braminy or his certain Attorney, Executors Administrators or Assigns, for which Payment well and truly to be made, I bind myself my Heirs Executors and Administrators each and every of them firmly by these Presents Sealed with my Seal — Dated in Madras this Twenty Second Day of May in this Present Year of Our Lord One thousand Seven hundred and Eighty Seven —

Whereas the above bounden Joseph Burghall hath Borrowed and Received of the above named Gopaull Braminy the full and Just Sum of One hundred and Twenty Pagodas Current Money of Madras, to be paid in Six Weeks from the Date of the above Written Obligation and with the Interest in the mean time after the Rate of Twelve per Cent Per Annum and for the better Securing the Repayment of the said Principal Sum of One hundred and Twenty Pagodas With Interest thereon at the time and in manner above Set forth, hath agreed to Mortgage and Doth hereby Mortgage unto the said Gopaull Braminy One Chariot and One pair of Horses the Property of the said Joseph Burghall To have and to hold the said Chariot and Pair of Horses until Such Time as the above bounden Joseph Burghall shall have fully Paid and Discharged the said Principal Sum of One hundred and Twenty Pagodas, with the Interest Grown due thereon as aforesaid, and which he is hereby Obliged to pay in Six Weeks from this Day.

Now the Condition of the above written Obligation is Such that if the above bounden Joseph Burghall his Heirs, Executors or Administrators shall Well and truly pay or cause to be paid unto the above Named Gopaul Braminy the said Sum of One hundred and Twenty Pagodas, at the Time and with the Interest above Set forth then this Obligation to be Void, but if default shall happen to be made, then the above Named Gopaul Braminy or his Attorney Executors Administrators or Assigns shall have power to Sell and dispose of by Public Outcry the said Chariot with the said Pair of Horses, giving the said Joseph Burghall three Days Notice thereof, and to pay and Apply the Produce of Such Sale first in discharging the Expences thereof and then in paying off the Principal and Interest to grow due on the above Bond, and lastly to pay the Residue unto the said Joseph Burghall or his certain Attorney Executors Administrators or Assigns./

Signed Sealed and delivered
Where no Stamp'd Paper is to be
had in the Presence of
John King Lane
Ramasawmy

(Signed) Jos: Burghall (L.S.)

A true Copy
P. Spencer
Atty Complainant

Mayor's Court at Madraspatnam } { Tuesday the 22d Day of April Anno Domini 1788

Present

(L.S.)

Mayor's Court

Mr James Call Senior Alderman
Edward Garrow — William Webb
Sir John Menzies — Robert Ewing
Vincentio Corbett — Jos: Du Pre Porcher and
Andrew Ross — Aldermen

Between Gopaul Braminy of Madras Inhabitant Complainant and Joseph Burghall of the same Place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainant's Demand 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 One Hundred and Twenty Pagodas, Pagodas 120 " " together with all Such Interest as now is or shall hereafter become due thereon and Also all Costs of this Suit

Jas Call