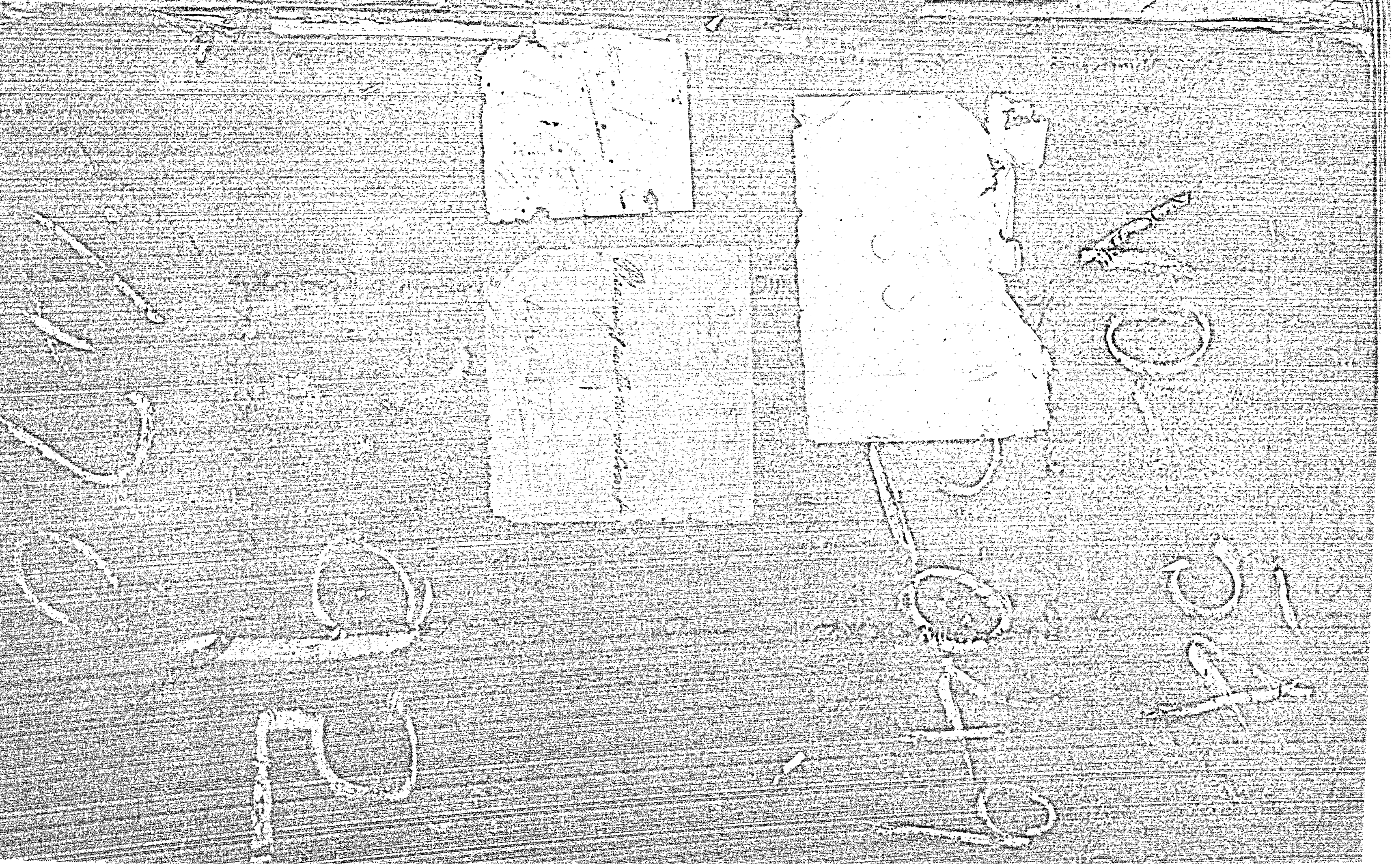

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BOARD'S OFFICE
- 2 DEC 12
MADRAS

1.

Dated 2d Janry 1789

To The Honble the Mayor
Court Madrespatnam

Humble Complaining Sheweth unto
Your Honble Court Your Orator Stocharry Cadoo Mungaly of Madras
Inhabitant That Royadowrapa Patcha Chitty of the same Place
Inhabitant Stands Indebted unto Your Orator in the Sum and Sum
of Four hundred and Forty four Pagodas and Sixteen Fanams Current
Money of Madras Making and Sterling Money of Great Britain at
the Rate of Eight Shillings & seven Pagoda the Sum of One Hundred
and Seventy Seven Pounds and fifteen Shillings or thereabouts as
will More fully and at Large Appear by Copy of an Obligation Current
and also Copy of the Translation of a Mortgage Bond hereunto
Annexed and prayed to be Admitted as part of this Your Orators
Bill of Complaint The Originals whereof being in Your Orator
Possession and Ready to be produced when Required Given and
Granted unto Your Orator by the said Royadowrapa Patcha Chitty
bearing date the Fifth Day of June in the present Year of Our Lord
One Thousand Seven Hundred and eighty Eight Payable Yearly before
the Tenth day of November Next from the Date thereof Together
at the Rate of Nine per Cent per Annum and Your Orator therein
Inserted further Covenanted and Agreed by the said Royadowrapa
Patcha Chitty that in case the said Sum of Money should not be Discharg-
ed According to the Terms therein Specified for the Payment thereof that
Your Orator shall in such Default be at Liberty to Sue for the same
in this Honble Court by such Bill and Agreement and Covenant of the
said Royadowrapa Patcha Chitty Your Orator is at full Liberty to
Commence an Action and Sue for the payment of the aforesaid

debt

Know all Men by these Presents that I Rowlandson Satcha Chitty of Madras Merchant Have Mortgaged and by these Presents do Mortgage unto Thomas Hodgson of Madras Esquire Attorney to the Honble the United Company of Merchants of England trading to the East Indies all that Messuage or Tenement Situate Lying and being in the Black Town of Madras aforesaid Containing in Length from East to West Sixty Feet and in Breadth from North to South Forty Feet be the same more or less and Bounded on the East by the Premises belonging to the Heirs of Mootoo Vengadachellum on the West by the Premises belonging to Mootoo Vengadachellum on the North by the Premises belonging to Mootoo Vengadachellum and on the South by the Premises belonging to Mootoo Vengadachellum aforesaid Together with all Houses Buildings Gardens Ways Waters Watercourses Profits Commodities Emoluments Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement belonging or in any wise appertaining and the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof And also all the Estate Right Title Interest Property Claim and Demand whatsoever of him the said Rowlandson Satcha Chitty of in or to the same Premises To have and to hold the said Messuage or Tenement Hereditaments and Premises hereby Granted or Mentioned or Intended so to be with their and every of their Appurtenances unto the said Thomas Hodgson his Executors Administrators and Assigns from the Day next before the Day of the Date hereof for and during and until the full End and Term of Six Months from thence next ensuing and fully to be Complete and Ended Yielding and Paying therefor unto the said Thomas Hodgson his Executors Administrators or Assigns the Rent of One Pagoda on the Day next after the Expiration of the said Term of Six Months if the same shall be lawfully demanded Provided always and these Presents are upon the Condition that if the said Rowlandson Satcha Chitty his Executors Administrators or Assigns shall pay unto the said Thomas Hodgson his Executors Administrators or Assigns the full Sum of Four Hundred and Twenty three Pagodas and Interest for the same at the Rate of Nine Pagodas per Cent per Annum on the Day next before the Day of the Date hereof for and during the Term of Six Months from thence next ensuing and fully to be Complete and Ended Then these Presents and every Clause and Thing herein Contained shall cease determine and be Void and of no Effect to all Intents and Purposes Provided also

Translation of a Mortgage Bond Dated 25th Vyunsey of Tulaca Answering to Anno Domini 3th June 1788 –

I Royadoaravoo Patcha Chitty of Madras do this Mortgage Bond to Streehaveycody Mungal of the same that is to say –

In Consequence of my urgent Occasion I have Day mortgaged to You the Choultry Bill of sale of my house Sit at Moottaul Pettah in Poodupullee street in the west line to Bouthelya Latchmey's House and North to Audumbau House and barrowed and received of You the sum of /423/ four Hundred and twenty three star Pagodas Current Money of Ma Which Sum I do hereby engage to repay You on or before the 30th or 10th November Next with all such Interest as shall or may due thereon at the rate of 9 ℘ Cent ℘ Annum In default of which Are hereby empowered to recover it by prosecuting me in the Honble the Mayors Court Thus I Patcha Chitty have given this gage Bond to Mungaull with my free will and Consent Wit Cannjevaram Aroonagery Chitty and Teroovengada Chitty by Knowledge this Mortgage bond was drawn by Maumbau Laumeynanda Valeyar.

Witnesses Signed

Aroonagery Chitty
Teroovengada Chitty

Signed Patcheyapa Chitty

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

Ranganaudom
Interpreter

A true Copy

Hy Du Puy
Atty Compl.t

Mayor's Court at Madraspatnam } { Tuesday the 27 Day of January Anno Domini 1789 –

Present

L.S.

William Webb Esquire Mayor
Edward Garrow and Andrew Ross
Aldermen

Mayor's Court

Between Streeharey Cody Mungal of Madras Inhabitant Complainant and Royadoaravoo Patcha Chitty of the same place Inhabitant Defendant –

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court Doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four Hundred and Forty four Pagodas and Sixteen fanams /Pagodas 444.16.0/ 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

Per Cur

Filed the 11th July 1786

In the Honble the Mayor's Court at Madraspatnam

Between Edward Lewcock of [illegible] Inhabitant Complainant and [illegible] Xavier Brandam de Souza of the Place Inhabitant Defendant

Sheweth

The humble Petition of Chengleroy Moodaliar

That the said Complainant did some time in the Mo[illegible] February which was in the Year of Our Lord One Thousand Seven hundred and Eighty Six exhibit and file his Bill of Complaint in [illegible] Honble Court Against the said Defendant for the Sum of Four hu[illegible] and Ninety five Pagodas fifteen fanams and thirty two Cash [illegible] Owing unto him the said Complainant from the said Defenda[illegible] upon two Seperate Mortgage Bonds and the said Defendant [illegible] Appeared thereunto but neglected putting in his Answer the Honble Court the Usual Rules having expired was pleased in Def[illegible] thereof on the Ninth day of May last to grant a Decree against [illegible] said Defendant for the Amount of the said Complainants Dem[illegible] and the Term of fourteen days Allowed by the Charter having [illegible] Without the said Defendants Satisfying the said Decree of the [illegible] Court or Appealing therefrom this Honble Court was pleased [illegible] award and Issue or Writ of Execution Against the Goods Cha[illegible] and Effects of the said Defendant directed to the Sheriff of [illegible] George Town of Madraspatnam and the Districts thereof [illegible] and Commanding him the said Sheriff to Seize upon and [illegible] the Goods Chattels and Effects of the said Defendant and by [illegible]

Thereof

thereof to levy the Amount of the said Complainants said Demand by Vertue of which said Writ of Execution he the said Sheriff did Seize upon a certain piece or parcel of Ground together with two Houses and other Buildings thereon Situate lying and being in the Maratta Town in the Street commonly Called or known by the Name of the China Buzar Street between the Houses of Mr James Dicker and Francis Xavier under Pretence that the Premises were the Property of and belonged to the said Defendant and that he the said Complainant had a Right so to Seize the same by Vertue of a Mortgage which he held thereof Whereas Your Petitioner Saith that on or about the Month of December in the Year of Our Lord One Thousand Seven hundred and Eighty two he did purchase of and from the said Defendant the aforesaid Piece or parcel of Ground together with the Houses and other Buildings thereon Situated as aforesaid at and for the Rate and Sum of Eight hundred Star Pagodas Which said Sum of Eight hundred Pagodas Your Petitioner did in the said Month of December pay and advance unto the said Defendant and took from him the Bill of Sale of the said Premises a Copy whereof is hereunto Annexed Marked A for the Inspection of this Honble Court the Original whereof is in the Petitioners Possession and ready to be produced to this Honble Court whenever he shall be thereunto Required and at the same time asked the said Defendant to put the said Premises in Your Petitioners Possession which he then promised to do in the Space of two Months in which time he should have discharged the Tenants who inhabited the said House Your Petitioner Saith that upon the said Tenants delivering up the said House to the said Defendant refused to do and requested Your Petitioner to take back his purchase Money but which Your Petitioner refused Doing and being unable to obtain Possession of the said Premises Your Petitioner was compelled to file a Bill of Complaint in this Honble Court Against the said Defendant

A

Know all Men by these Presents that I Francis Xavier Brandão De Souza for and in Consideration of the Sum of Eight Hundred Dadas to me in hand paid by Chingleroy Have Bargained and Sold and Do hereby Bargain and Sell unto the said Chingleroy and Ground Containing in Length from East to West 51 feet in Breadth from North to South 44½ feet and another Hou Ground Adjoining Measuring in Length from East to We feet and in Breadth from North to South 43 feet which pre are Situated in China Buzar Street between the Houses Wi and Francisco Xavier To have and to hold the said Hou Grounds and every part thereof with all the Appertenances belonging to the same unto the above Named Chingleroy his and Assigns for ever In Witness whereof I have hereunto my hand in Madras this 13th day of December 1782

Signed & Delivered in the presence of

[illegible]

[illegible]

Franco Xr Brandão dess

A true Copy
Chas Baker

B

Mayor's Court at Madraspatnam } { Tuesday the 4th day of April Anno Domini 1786

Present

Robert Ewing Esquire Mayor
Edward Jno Hollond and Vincintio Corbett
Aldermen

Between Chingleroy Moodellear of Madras Inhabitant Complainant and Francis Xavier Brandon de Souza of the same place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainant Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant do put the Complainant in Possession of the Two Houses and Ground with the Appertenances thereunto belonging which are Specifoged in the Complainants Bill of Complaint and it is further Ordered and Decreed that the Defendant do Pay all Costs of this Suit

Pr Cur

James Taylor
Regr

A true Copy
Chas Baker

C

Know all Men by these Presents that I Francisco Brand de[illegible] of Madras Inhabitant am held and firmly bound unto Edw[illegible] Lewcock of the same place Inhabitant in the full and Just Sum of [illegible] Which said Sum and its Interest at the rate of 1 ℘ Cent per Month Promise to pay unto the said Edward Lewcock within the 14th June and for securing the payment of the said Sum of 374 pts unto said Edward Lewcock I do hereby Mortgage Assign and Set over the said Edw. Lewcock One of my house Situated in Ped Naig Pettah to the Southward of Decker to the Eastward of Francis to the Westward of Sunkarro and to the Northward of Daniel Kenzie and I do further Agree that Should I fail paying the said Sum of 374 pts and its Interest to the said Edward Lewcock And to the limit in this Bond than and in such Case I do empower said Edw. Lewcock to sue me in the Hon'ble the Mayor's Court recover his debt. In Witness whereof I have hereunto Set my [illegible] and Seal Madras this 14th days of January 1785

Witnesses
Letdella
Narcis Rodrouges

Francisco Xavr Brand de Souza

A true Copy
Chas Baker

D

Borrowed and Received of Mr Edward Lewcock the full and Just Sum of 100 Star Pos to run at Interest at 12 per Cent per Annum payable at the Expiration of Six Months from the date hereof And Likewise Settling all the Accounts that Lays between Us from the 27th January 1784 to the last day of Our Settling the Accounts And for the better Security thereof I do hereby Mortgage the Bill of Sale of my House Situated at Maratta Town in China Buzar Street which said premises on the North Side of Francis Xavier House and on the West Side of Suncaramaho and East Side of Tonderoy Moodelly House In Witness whereof I have hereunto Set my hand in Madras this 2d day of August 1785

Witnesses
Narcis Rodrouges
[illegible]

Franco Xer Brandão dessa

A true Copy
Chas Baker

E

Francisco Xavier Brandam de Souza

1785 January	14th	To the Amount of Your Mortgage Bond of this date	374 " "
		To Interest on Do to the 14 November 10 Months at 12 ℘ Cent ℘ Annum	37 14 32
August	2d	To the Amount of Your Mortgage Bond of this date for 100 Pagodas paid You at different times only Pags 84 1 "	84 1 "
		Pags	495 15 32

Madras
5th Novr 1785

E. E. Edward Lewcock

A true Copy
Chas Baker

Filed the 4th Sept. 1786

In the Honble the Mayr Court of Madras

The Answer of Edward Lewis to the Bill of Complaint of Chinglevay Moodeliar

Plaintiff

Ibid Respondent

The Respondent Saveth that he is a Native of Madras and one of the above Named Chinglevay Moodeliar complainants and this Respondent is Advised to Answer for himself to the said Bill of Complaint as far as he is Concerned therein and Answering thereto Saith that he Admits to be true that on or about the Month of February in the Year of Our Lord One Thousand Seven Hundred and Eighty six filed his Bill of Complaint in this Honble Court against the said Defendant for the Sum of Four Hundred and Ninety four Pagodas and Thirty two Cash with Interest coming due thereon from the said Defendant upon two separate Mortgages or Bonds whereof are Annexed to the said Bill and the Originals to be Delivered into the Register of this Honble Court at the Hearing of the Cause and that the Defendant Ibid this Respondent also Admits that the said Defendant by his Attorney Mr. Pulliam Spencer Appeared thereunto and Neglected to put in his Answer Notwithstanding Process and Rules had issued for that purpose this Honble Court was pleased on the Ninth day of May last past to grant a Decree against the said Defendant for the Amount of the said Complainants Debt and the Costs of Suit Allowed by the Charter which Elapsed without the said Defendant Satisfying the said Decree this Honble Court was pleased to grant Award and Issue a Writ of Execution against the Lands Chattles and Effects of the said Defendant which said Writ

Directed to the Sheriff of Fort Saint George Towns of Madraspatnam and the Districts thereof Requiring and Commanding him to Seize and Attach Sequester the Goods Chattles and Effects of the said Defendant and by Sale thereof to Levy and Raise the Amount of the said Debt and Costs and the said Sheriff did by Virtue of the said Writ of Execution Seize upon a certain piece or parcel of Ground together with the Two Houses and other Buildings thereon erected situated and being in the Mustapha Town in the Street formerly called or known by the Name of Portuguese Street and now commonly called or known by the Name of China Bazar Street the particulars of which Ground Buildings and Premises thereon erected or appertaining thereunto which Original Bills of Sale this Respondent is possessed and Ready to be produced to this Honble Court when Required this Respondent for further Answer saith that some time in the Year of Our Lord One Thousand Seven Hundred and Eighty five upon the Request of the above Named Defendant he did lend and Advance him the Sum of Three Hundred and Seventy four Star Pagodas upon his the said Defendants Mortgage Bond bearing Date the fourteenth day of January in the said Year of Our Lord One Thousand Seven Hundred and Eighty five that some time after to wit on the second day of August in the said Year of Our Lord One Thousand Seven Hundred and Eighty five the said Defendant did further Request of this Respondent to lend him a further Sum of One Hundred Pagodas upon the Mortgage of another House belonging to the said Defendant and Accordingly a Mortgage

to Several Persons by Lease for a certain Term of Time as will more fully and at Large Appear by the Copy of a Lease from the Defendant to Daniel McKenzie of Madras Publican bearing Date the Ninth Day of March now last Past in the Year of Our Lord One Thousand Seven Hundred and Eighty four hereunto Annexed for this my Answer to this Respondent prays may be Admitted as part of this his Answer the Original Whereof is in this Respondents Possession and Ready to be produced to this Honble Court when Required by which it will Evidently Appear that the Defendant had Obtained Possession of the said Houses for Near fifteen Months after the Date of the pretended Bill of Sale given by the Defendant to the Petitioner This Respondent Answers and Saith that the Rents in Question paid the Rents Thereof to the Defendant and this Respondent Saith that a few Days before the Defendant was Put in Goal this Respondent had Occasion for one of the said Houses, which the Defendant Refused to let as Mr Mainwaring Duly Rented Eight Pagodas as will more fully Appear by the Defendants own Account Current Annexed to his Answer to this Respondents Bill of Complaint in a Cause now at Issue in this Honble Court Wherein the Defendant hath Decreed this Respondent for three Months Rent of the said House, to wit, from the twelfth Day of October One Thousand Seven Hundred and Eighty five to the twelfth Day of January One Thousand Seven Hundred and Eighty Six This Respondent Observes that had the Petitioner really and bona fide bought the said Houses from the Defendant which this Respondent does not Admit to be the case the Petitioner would have in Equity and Justice to himself prevented the Defendant from receiving the Emoluments arising from such Sale and would

have taken such precautions as to induce the Defendant to deliver up the said House and would not have suffered the Defendant to hold Possession of the same for such a Number of Years but instead of suing the Defendant as he has Since this being Confined in Goal he would have instituted his Suit a long time since and have compelled the Defendant to have Accounted for the Rents and to have given up Possession of the said Houses This Respondent further saith that the Defendant has Manifested a Most Litigious and unjust Disposition Towards this Respondent the Instant whether these Premises every Leading so to Accommodate the Petitioner by Leaving before this Honble Court and Acknowledging a Valeria de Subsumpsit a Mr Sanders Signed delivering the Keys of the said Houses to the Petitioner Whereof this Respondent avers to be Conversed Pon between the Petitioner and the Defendant with which this Respondent saith that it shall not Prejudice this Respondent in Equity that a Special Bill for a Special Purpose happened in this Honble Court Was a Special Bill for a Special Purpose should be filed in the manner as hath been the Case in this Instance and that the Defendant as in this Case should Answer and Acknowledge the Complainants Right of Action and this Leading so to comply with such Special Terms as prayed for, when such Compliance if Regular and Equitable it shall appear to extend but will be Ready to Approve this Respondents Title and to Assign over this Respondents Right and Title to the said Premises as might have been Decided to without the Intervention of this Honble Court as well by a Bill of Complaint which Bill in Order to be Calculated to Approve this Respondent of his just Right and Title to the Premises in Question this Respondent further Answering saith that the

Bill

to Several Persons by Lease for a certain period of Time as will more fully and at Large Appear by the Copy of a Lease from the Defendant to Daniel McKenzie of Madras Publican bearing Date the Nineth Day of March now last Past in the Year of Our Lord One Thousand Seven Hundred and Eighty four hereunto Annexed for the Inspection of this Honble Court and which this Respondent prays may be Admitted as part of this his Answer the Original Whereof is in this Respondents Possession and Ready to be produced to this Honble Court when Required by which it will Evidently Appear that the Defendant had Grant and Possession of the said Houses for Near Fifteen Months after the Date of the pretended Bill of Sale given by the Defendant to the Petitioner This Respondent Answering Saith that the Rents in Question paid the Rents thereof to the Defendant and this Respondent Saith that a few Days before the Defendant was Put in Goal this Respondent had Occasion for some of the said Houses, which the Defendant Let to him at the Annual Yearly Rent of Eight Pagodas as will more fully Appear by the Defendants own Account Current Annexed to this Answer to this Respondents Bill of Complaint in a Cause now at Issue in this Honble Court Wherein the Defendant hath Exhibited this Respondent for three Months Rent of the said House, to wit, from the Fourth Day of October One Thousand Seven Hundred and Eighty five to the Fourth Day of January One Thousand Seven Hundred and Eighty Six This Respondent Observes that had the Petitioner Really and bona fide bought the said Houses from the Defendant (which this Respondent Do Not Admit to be the case) the Petitioner would have in Equity and Justice to himself Prevented the Defendant from enjoying the Emoluments arising from such Sale and would

have taken such precautions as to induce the Defendant to Deliver up the said Houses and would Not have Suffered the Defendant to hold Possession of the same for such a Number of Years but instead of doing the Defendant as he has Now done this being an insolvent Goal he would have Instituted this Suit a Long time since and have compelled the Defendant to have Accounted for the Rents and to have given up Possession of the said Houses This Respondent further saith that Altho' the Defendant hath Manifested a Most Litigious and unjust Disposition towards this Respondent he has never the less Shewn every Leading to Accommodate the Petitioner by Coming before this Honble Court and Acknowledging a Satisfaction and at the same time Delivering the Keys of the said Houses to the Petitioner whereof this Respondent ought to be Convicted Now between the Petitioner and the Defendant this Respondent saith that to the Knowledge of this Respondent from his just and legal Claim on the said Houses and Ground and this Respondent saith that if any thing Extraordinary happened in this Honble Court that a Special Bill for a Special Purpose should be filed in a manner as hath been the case in this instance and that the Defendant as in this case should Demur and Acknowledge the Complainants Right of Action and this Leading Question to be Argued by Counsel Special Terms prayed for, whereupon the Compliance of Regular and Equitable Decision of Law and Justice to be Shewn to Deprive this Respondent of his previous Right to the said Premises ought to have been Attended to without the Interference of this Honble Court as well as by a Bill of Complaint which Bill Cannot be Calculated to Deprive this Respondent of his just Right and Title to the Premises in Question This Respondent further Answering saith that the

Bill

Bill of Sale Marked A. Copy of which is Annexed to the Petitioners Petition and the Bill of Sale given by the Defendant to the Petitioner on the said fifteenth day of December One Thousand Seven hundred and Eighty two for this Respondent is ready to prove by unexceptionable Witnesses that the said Bill of Sale was in the Petitioner's own hand Writing nor was the measurement or Situation mentioned therein and it was witnessed by two persons One a Native Creole a Slave and the other was the said Narcisse Rodrigues and this Respondent is ready to Prove that the said Houses were Actually measured by the said Petitioner since the Defendant was put in Goal and Respondent's Bill of Sale since that time as this Respondent Verily believes since the Defendant was put in Goal and the Petitioner caused two witnesses of his own Cast to Attest the measurement thereof in Order to serve his own purpose this Respondent further says that the Defendant hath frequently since the said Year of Our Lord One Thousand Seven hundred and Eighty two offered for Sale the said Houses and Premises to several persons all of whom are ready to testify the truth thereof and ever after the Defendant was Sued in this Honble Court at the Instance of this Respondent he offered to give this Respondent and Order on Mr Spencer his Attorney at Law to Confess Judgment and to have the said Houses sold at Publick Auction provided this Respondent would pay the Sheriff's Charges which this Respondent refused to do this Respondent therefore humbly hopes from a Consideration of the Premises the Allegations by the Defendant in the Petitioner will not be Adjudged as good by this Honble Court and he prays that they will Discharge the Mortgage by him Executed to this Respondent and direct the Sheriff to sell the Houses and Ground to Satisfy the Debt of this Honble Court

favor

favor of this Respondent and this Respondent also prays that the Petitioner's said Petition may be Dismissed with Costs to be paid by the Petitioner and Defendant jointly they having Combined together in manner aforesaid to defraud this Respondent of his just Claims on the Defendant

F. Poyntam
Attorney for the Respt

To Joseph Shaw Esqr

Sir

Please to Endeavour to deliver the Conveyance for the Bill of Sale of my Two Houses to Mr Edward Lewis and not to any other person or persons Whatsoever as I Authorize no person to receive the same and Lewis may Apply for the Same and Lewis may Pay You Your Fees thereof and Remain

Sir
Your most Obedient Humble Servant
Francis Xavier Brandão de Souza

A true Copy
F. Poyntam

Whereas Francisco Xavier Brandão de Souza has agreed to let unto Daniel McKenzie of Madras Victualler a Dwelling House and appurtenances thereunto belonging situate Dwelling and adjoining to the China Bazar Known by all Men that I said Francisco Xavier Brandão de Souza do well and truly let unto D. aforenamed Daniel McKenzie the aforementioned House and Premises at the Rent of Eight Star Pagodas p. Month the whole of the Month's Rent

Rent is to be Apposited before Standat The Inquisition of C. Monthly
The Rent to be paid Monthly and the Necessary Expences Incurred
for The Upkeep of The House to be Deducted from The Rent and Sure-
=ties Covenant and Engage to and with The Said Daniel Mackenzie
his Executors Administrators and Assigns That Shall not How-
Ever Shall During The aforesaid Term Suffer or cause to be Done
any Act Matter or Thing whereby or whereby The said Premi-
ses may be Injured or any ways Impeached and further
That Shall and will not Do or cause or Suffer to be Done any Act
Matter or Thing That may defeat The Purport and Application
of The said Growing Rent for The said Term of Six Months Contrary
To The Purport of Appointment Thereof Then and Thereupon
Whereof The said Francisco Xavier Brandao de Souza have
hereunto set my hand and Seal This Ninth Day of March One
Thousand Seven hundred and Eighty four—

Signed Sealed and Delivered
(Where no Stamp'd Papers to be had)
In the presence of
Wm Russell
Jas Rodrigues

Fran.co Xav.r Brandão de Souza
(L.S.)

Adm.r Cox
F. Popham

Interrogatories to be Administered
to the Witnesses to be Produced
Sworn and Examined in a Certain Matter
Now in Dispute Between Thompson
Moodaly Petitioner and Edward Lewock

Sedeapah Moodaly
Videnaden
Callatty and
Francisco Xavier
Brandon de Souza

Respondent Was Cause before The
Honble Court Wherein The said
Edward Lewock of Madras Inhabi-
tant is Complainant and Francisco
Xavier Brandao de Souza of The
same Place Inhabitant Defendant

On The Part and Behalf of The Petitioner

Sedeapah Moodaly
Videnaden
Callatty

To all Witnesses ... 1st Interrogatory Do You know The Parties Com-
=plainant Defendant and The Petitioner in The Title of These Interro-
=gatories Named How long have You to known them or either
or which of them Declare

2d Interrogatory Are You or are You Directly by Same
Or Indirectly Acquainted and Do You Know
Whether The above Named Defendant did or Did not about
The Fifteenth Day of December which was in The Year of Our Lord One
Thousand Seven hundred and Eighty two or Any other Time and
Where Sell Away and what Houses or House and Ground to The Petitio-
=ner If Yea did or did not The said Petitioner pay to The said Defendant
Or Any Other and what Sum or Sums of Money as a Consideration for The same
Declare The Whole Truth to The best of Your Knowledge and Belief and
Your Reasons for so doing

3d Interrogatory Look at The paper Writing Now
Produced and Shewn to You Marked A What does The same purport
to be and was or was not The same Executed in Your presence Declare and
Not The Names thereunto set and Subscribed as Witnesses thereto
Your Several and respective Hands do Write &c

Francisco

Francisco Xavier Brandon de Souza } 4th Interrogatory Look at the Paper Writing now produced and Shewn to You Marked A Learn and Name the Same and Subscribed Your Hand Writing & Also said You Did Execute the same as and for Your Act and Deed in favor of the above Named Petitioner in Pursuance of the Writing for the same to Subscribed

Ditto — 5th Interrogatory Look at the Paper Writing now produced and Shewn to You purporting to be a Bill of Sale granted by Paul de Rozario to Nuna a Woman by a Piece of Ground Situate Moor at the Pallaiu Portuguese Street between the House of Francis Xavier and the Ground of the said Paul De Rozario Measuring in Length from North to South Ninety six feet and in Breadth from East to West Fifty feet Did You or Did You not at any time and When Mortgage the Premises therein mentioned and therein to the said Respondent and the Title of the said Interrogatories Named Did You or Did You not Deliver and Bills of Sale or Papers purporting to be the Bills of Sale of the said Premises therein described to the said Respondent Declare the Truth Concerning the whole of the said Several Matters and Things herein set forth and Inquired

Interrogatory Lastly Do You know or can You say any other Matter or Thing Material for the Petitioner in this Matter to Shew Declare the same as You know or do believe together with the Reasons of Such Your Knowledge and Belief

Jno Baker
Attorney for the Petr

Know all Men by these Presents that I Francis Xavier Brandon De Souza for and in Consideration of the Sum of Eight Hundred Pagodas Current in Hand paid by Clingleroy Have Bargained and Sold and Do hereby Bargain and Sell unto the said Clingleroy a House and Ground Containing in Length from East to West 51 feet and in Breadth from North to South 16½ feet and another House and Ground Adjoining Measuring in Length from East to West 59 feet and in Breadth from North to South 43 feet which Premises are Situated in China Bazar Street between the Houses of Mr Decker and Francis Xavier To have and to hold the said Houses and Grounds and every Part thereof with all the Appurtenances now belonging to the same unto the above named Clingleroy his Heirs and Assigns for ever In Witness Whereof I have hereunto Set my hand in Madras this 15th Day of December 1782

Fran.co X.r Brandt de Souza

Signed & Delivered
in the presence of

This Exhibit Marked A was shewn to Videvadeu Calla Ayand Narcejous Rodrigues at the Last Five Times of their Examination before me on the Part of the Petr and the same Exhibit Marked A was shewn to Narcejous Rodrigues at the time of his Examination before me on the Part of the Respt in a certain Matter now depending in the Hon.ble the Mayor's Court at Madras wherein the said Edwd Lewis Clingleroy is Plaintiff and

and Francis Xavier Brandao de Souza Defendt on the 6th 11th
June 12th 14th and 3d May of Novr Anno Domini 1787

F. Cull & Exr

Mayor's Court
Madrasspatam

Between Clingleroy Woodelly
Petitioner and Edward Lewcock Respondt
in a Cause before this Honble Court Wherein
the said Edward Lewcock of Madras Inha-
bitant is Complainant and Francisco
Xavier Brandao de Souza of the same
Place Inhabitant Defendant

On the Part of the Petitioner

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

Clingleroy Woodelly a Convenanter and Inhabitant of Madras Aged forty
Years or thereabouts being produced as a Witness in this Affair On the Part of
the Petitioner was on the Nineteenth Day of September One thousand seven
hundred and eighty seven Sworn and Examined at the Office of Mr Stephen Popham
Attorney for the Respondent by one of my Servants who also Tes-
tified a Note of the Name Title and Place of Abode of the said Deponent and
afterwards on the same Day being Sworn and Examined Deposeth as follows Viz.

To the first Interrogatory this Deponent Saith that he doth
know Clingleroy Woodelly of Madras the Petitioner in
the Title of these Interrogatories Named but this Deponent
Saith he does not know Edward Lewcock of Madras Inhabitant
the Complainant in the Title of these Interrogatories Named

Mr

this Deponent Saith he doth know Francisco Xavier Brandao
de Souza of the same place Inhabitant the Defendant in the
Title of these Interrogatories Named and knows him to be
the said Defendant for that he has seen him many times
but further this Deponent Saith not to this first Interrogatory

To the Second Interrogatory this Deponent Saith he does
know a House situated near the China Bazar in the
Madras where Sd the said Petitioner in the
Interrogatories Named and this Deponent saith
for so knowing the same were that the same
is a Compound and knowing that the Bills of Sale
Deponent saith the same was presented to the said
the Petitioner by one Clingleroy Woodelly Agent
to the said Defendant in the Title of these Interroga-
tories Named for eight hundred Star Pagodas, and this Depo-
nent saith the said Defendant to the said Petitioner
for Star Pagodas from the said Petitioner in the Title of
tories Named And this Deponent saith he knows
said Sum of eight hundred Star Pagodas
said Petitioner to the said Defendant in Consi-
deration of Two Houses situated in China Bazar
Town

To the third Interrogatory this Deponent Saith he does not
know nor can he this Deponent say any other matter or thing
that can materially tend to the Benefit or Advantage of the
Petitioner

F. Cull Exr

Correct
R. V. N.
12-Feb 1788/88

Mayor's Court
Madraspatanam

Between Chungleroy Mondaly
Petitioner and Edward Lewcock Defendant
In this Cause before this Honble Court
Wherein the said Edward Lewcock of
Madras Inhabitant Complainant
and Francisca Xavier Brandon Native
Souza of the same place Inhabitant
Defendant

On the Part of the Petitioner

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

Videmadem of Madras Black Merchant aged 53 Years or thereabouts
being produced as a Witness in this Affair on the Part of the Petitioner was
the 6th Day of June 1787 Sign[ified] at the Office of Mr Stephen Lushington
is Attorney for the Respondent by Vencatachelumy Errundoolah
Linda Notice of the Name Title and place of abode of the said Deponent and
afterwards on the same Day being Sworn and Examined Deposeth as follows
viz.

1st to the first Interrogatory this Deponent Saith He Hath Heard the
Petitioner Chungleroy Mondaly in this Affair and Has Subscribed
known him Twenty Years or thereabouts and Has Not to the
the Respondent Edward Lewcock in this Affair and Has Subscribed
to known him four or five Years and Has Not to the knew the
Defendant Francisco Xavier Brandon the Souza in this Cause
and Has Subscribed to known him the same Time Mentioned in
Not to this Interrogatory

2d to the Second Interrogatory this Deponent Saith He Has Nothing to
Declare to the same Save to this Petitioners Honour he became Security

Will

Will the Defendant Subscribed the fifteenth of December One Thou-
sand Seven hundred and eighty two Sold a House & Ground to the
Petitioner in a Lane near China Bazar for which the Petitioner
Paid Eight Hundred Pagodas as a Consideration for the same And
answers Will not To this Interrogatory
To the third Interrogatory this Deponent Saith He Has the Paper
Writing Marked A Purporting To be a Bill of Sale of the said
House and Ground was executed in this Deponents presence
and Has this Name as Witness thereto In his own proper hand
Writing as also the Name of the other Witness Subscribing
And answers as Will not To this or the last Interrogatory

J. Spalding
Cr

Mayor's Court
Madraspatanam

Between Chungleroy Mondaly
Petitioner and Edward Lewcock Defendant
In this Cause before this Honble Court
Wherein the said Edward Lewcock of
Madras Inhabitant Complainant
and Francisca Xavier Brandon Native
Souza of the same place Inhabitant
Defendant

On the Part of the Petitioner

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

Callatty of Madras Caffree by Cast aged 22 Years or thereabouts being
Produced as a Witness in this Affair on the Part of the Petitioner was Sworn

11

11th Day of June 1787. Signified in the Office of Mr. Boylston Replication made
Attorney for the Respondent by Vincent Rachel Cannaway Servant to Richard
Linnell Peters of the Name Little and Place of Abode of the said Deponent Taxe
afterwards on the same Day being Sworn and Examined Deponent
as follows Viz.

1st ——— To the first Interrogatory this Deponent Saith that he doth not
this Petitioner Chungleroy Moodaly and this Affair and that he
knows him Twelve Years and that he knows the Respon
Edward Lewcock in this Affair and that he has also known him
Years or thereabouts and that he doth know the Defendant
Xavier Brandon de Souza in this Cause and that he has also known
him Six Years or thereabouts And unto said Interro
2d ——— To the Second Interrogatory this Deponent Saith that the Defend
on or about the fifteenth Day of December One Thousand Seven hund
and Eighty two sold a House and Ground to the Petitioner for the
of Eight Hundred Pagodas which Defendant intimated to this
Deponent And that he has received the above sum from the Peti
in full Value for the said premises And unto said Interro
3d ——— To the Third Interrogatory this Deponent Saith that he doth
that this Paper writing now produced and shewn to him Mark
A was executed in his presence by the Defendant and delivered
the Petitioner and that that the Name thereto subscribed
is of his own proper hand writing as is also the Name of the other
Witness And unto said Interro to this or the last Interrogatory

Sworn

L. Spalding
Ex.

Mr. Pullion Spencer
Narcis Rodrogues
Lal Dillo
Mr. Shawe
Vinayah
Narrain
Bashum
Comaraya
John Hines
Antonio Ferreira
Sergio Dallow
Comyachellum

Additional Interrogatories

To be Administered to such of the Witnesses as shall be produced Sworn and Examined in a certain Matter now in Dispute between Chungleroy Moodaly Petitioner and Edward Lewcock Respondent in a Cause before this Honble Court Wherein the said Edward Lewcock of Madras Inhabitant Complainant and Francisco Xavier Brandon de Souza of the same place Inhabitant Defendant

On the Part and behalf of the Petitioner

All the Witnesses } 1st Interrogatory Do you know the Parties Complainant Defendant and the Petitioner in the Title of these Interrogatories Named If Yea how long have You known them or either of them And Which of them Declare

Narcis Rodrogues } 2d Interrogatory Look at this Paper Writing now Produced and shewn to You Marked A. Do you know the
Lal Dillo ——— above Named Petitioner now enjoy the Two Houses and Ground therein Mentioned in consequence of his having purchased them from the Defendant and the Year One Thousand Seven hundred and Eighty Two

Narcis Rodrogues } 3d Interrogatory Have You ever seen Heard and
Lal Dillo ——— Knowed

Present If Yea Did You or did You not see the Respondent Count
Out and pay the Defendant the Consideration Money or any Part
thereof mentioned in the paper Writing Now Produced and Shewn
to You Marked C Purporting to be Copy of the Mortgage Bond Gran
by the Defendant to the Respondent Were or were not the premises
Mentioned and described in the said Mortgage Bond as a Security
for the Money borrowed by the Defendant of the Respondent the
Property of the said Defendant or to whom did the same then belo
Was the Bill of Sale of the said Premises delivered over to the said
Respondent at the time the Mortgage Bond above Alluded to was
Executed If Nay in whose Possession was the same declare?

Narcis Rodrouges 4th Interrogatory Do You or do You not know the Person
of Let ditta whose name is set and Subscribed as a Witness for the
due Execution of the pretended Mortgage Bond Marked letter
C Said to be granted by the above named Defendant to the above
Named Respondent If Yea what Character does he bear Is it or
is it not such as a good and Credetable Witness ought to bear and
Ought or ought not full faith and Credit to be given to his Testemony
Did You or did You not sign Your Name as a Witness With the said
Let ditta as and for the Execution of the said Bond If Yea how long
after the Petitioner Purchased the said House therein mentioned
from the said Defendant declare?

Wm Pullion Spencer, 5th Interrogatory Do You or do You not sit and act
in the Capacity of Clerk of the Peace at the General Quarter Sessions
and Goal Delivery holden in and for the Town of Madraspatnam
If Yea Was or was an Let Ditta tried and convicted at the said
Quarter Sessions and for what Offence and what was the Punishment
inflicted

inflicted on him Declare?

Narcis Rodrougues & Taneyasalum } 6th Interrogatory Were You or were You not
Present If Yea Did You or did You not see the Respondent Count
Out and pay the Defendant the Consideration Money or any part
thereof Mentioned in the paper Writing Now produced and
Shewn to You Marked D Purporting to be a Copy of the Mortgage
Bond granted by the Defendant to the Respondent Were
or were not the premises mentioned and described in the
said Mortgage Bond as a Security for the Money borrowed
by the Defendant of the Respondent the Property of the said
Defendant or to whom did the same then belong Was the
Bill of sale of the said Premises delivered over to the said
Respondent at the time the Mortgage Bond above Alluded
to was Executed If Nay in whose Possession was the same

Wm Pullion Spencer 7th Interrogatory Was You or was You not Attorney
to the Defendant in this Cause If Yea Did the Defendant or
Did he not Consent to Suffer a Decree to pass in favor of the
Respondent upon his pretended Mortgage Bond Marked
C & D.

Wm Shawe 8th Interrogatory Do You or do You not know the Defendt
Francisco Xavier Brandon de Souza in the Title of these
Interrogatories Named If Yea Have You or have You not in
Your Possession a Note or Order Written by him and Addressed
to You respecting any Certificate or Bills of Sale of the Houses
belonging to the Defendant If Yea What is the Contents and
Purport thereof and when did You receive the same and by
Whom was the same delivered Set forth the Particulars and
at

at large According to the best of Your knowledge Remembrance and Belief Declare

Ninepaky Nainan Pulchum } 4th Interrogatory Look at the Copy of the Paper Marked E. Do You or Do You not know the Names of Paul de Rozario Nammaula Emilly and Francis Xavier Mericinhumiliated? Was Did or Did not the said Nammaula Emmelly or either of them Collude Namniah to Sell You the Lessa Premises and Hereditaments Sold and Conveyed by the said Deed Poll Or Any Bills of Sale Deeds or Writings Relative thereto Or Any Claim Right Title Interest Property Possession Claim or Demand whatsoever or Incumbrance Charge or Encumbrance Upon the said Premises or Any Part thereof

This Exhibit Marked C. was shewn to Mrs Pullicen Spencer Narcisso Rodrigues John Hiems and Mrs Dalton at the Respective times of their Examination before me on the Part of the Petr in a Certain Matter now depending in the Hon.ble the Mayors Court at Madraspatnam wherein the said Edward Lewech Reginald Chenglercy Moodely Petr and Francis Xavier Brandao de Souza Defendant on the 15th 16th and 29th Oct.r 31st Nov.r and 5th day of December Anno Domini 1787

J. Chase Esq.r

D

Be it known unto all Men by these Presents that I Paul D. Rozario of Madraspatnam Merchant am held and firmly bound unto Edward Lewech Reginald Chenglercy Moodely Petr in the just Sum of 100 Star Pags to be well and truely paid to the said Edward Lewech Reginald Chenglercy Moodely Petr his Certain Attorney Executors Administrators or Assigns to which Payment well and truely to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this 12th day of August Anno Domini 1785

The Condition of this Obligation is such that if I the above bounden Paul D. Rozario my Heirs Executors Administrators or Assigns do and shall well and truely pay or cause to be paid unto the above named Edward Lewech Reginald Chenglercy Moodely Petr his Certain Attorney Executors Administrators or Assigns the full and just Sum of 100 Star Pags to be well and truely paid as aforesaid without any Fraud Deceit or Delay Interest at 12 per Cent per Annum Payable at the Expiration of Six Months from the Date hereof Then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue in the Law

Likewise Settling all Mutual Accounts that Lays between the from 27th January 1786 to the Last Day of Dec.r Settling the Account And for the better Security thereof I do hereby Mortgage the House of Sale of my House situated at Maralla Town Chinna Bazar Street which said Ground is on the North Side of Francis Xaviers House and on the West Side of Cumaramaden North East Side of Chenglercy Moodelly House In Witness whereof I have hereunto Set my hand and Seal at Madras this 2d day of August 1785

Witnesses
Narcis Rodrigues
Edward Lewech Reginald Chenglercy Moodelly Petr

Shewn to me by James Taylor Esq.r

This Exhibit Marked D. was shewn to Mrs Pullicen Spencer Narcisso Rodrigues and Seraya chetty at the Respective times of their Examination before me on the Part of the Petr in a Certain Matter now depending in the Hon.ble the Mayors Court at Madraspatnam wherein the said Edward Lewech Reginald Chenglercy Moodely Petr and Francis Xavier Brandao de Souza Defendant on the 16th 29th Oct.r and 3rd day of Nov.r Anno Domini 1787

J. Chase Esq.r

E

Know all Men by these Presents that I Paul D. Rozario for and in Consideration of the Sum of Two hundred and Forty Pagodas Current in hand paid by Nawal Commelly D by these Presents Bargain and Sell unto the said Nawal Commelly a piece of Ground being a part of the Ground that Was given me by the Hon.ble Company in Lieu of the Ground Took from me for their Service Situated in Morattee Pallaiam Portuguese Street between the House of Francisco Xavier and the Ground of the said Paul D. Rozario Measuring in Length from North to South Ninety Six Feet and in Breadth from East to West Fifty Feet To have and to hold the said Ground unto the said Nawal Commelly his Heirs and Assigns for Ever and this Bill Shall Come for his Securance till such time I get an Opportunity to Draw a Counter Bill of Sale and the Charges to be on the Part of the said Nawal Commelly In Witness my hand and Seal this George the Twenty sixth Day of February One Thousand Seven hundred and Sixty Two

Paul D. Rozario

Witnesses
P. Rodgers
Franc.o da Cruz

Fort St. George the 13th March 1762

I do hereby Acknowledge to have Received of Mr. Francis Xavier the Sum of Two hundred and Ninety Pagodas being in full of a Spott of Ground bought of Senhor Paulo de Rozario on which the said Mr. Francis Xavier for Two hundred and forty Pagodas Which Two Pagodas I am to receive on the Delivery of the Deed of Sale I do sign this with my name for the said Spott of Ground this day

My hand

Witness
Andrew Peter

Fort St. George the 13th March 1762

Received of Mr. Francis Xavier the Sum of four Pagodas being in full of all Accounts between me Concerning the above mention'd Grounds bought of Paulo de Rozario this day

Witness my hand

Anne

This Exhibit Marked E was shewn to Ringaloo Narrain Comaraja Iyan and John Simon at the Respective Times of their Examination before and the Part of the Petition to this Matter now Depending in the Hon.ble the Mayor's Court at Madras pattanam Wherein the said Edward Lewcock Plaintiff and Francisco Xavier Brandon de Lauza Defendant to the 8th 12th 18th Oct.r and 5th day of Decem.r Anno Domini 1787

E. Simon
Secr.

Mayor's Court Madrasspatnam

Between Chunglerov Moodaly Petitioner and Edward Lewcock Respondent Suit in a Cause before the Hon.ble Court Wherein the said Edward Lewcock of Madras Inhabitant Complainant and Francisco Xavier Brandon de Lauza of the same place Inhabitant Defendant

On the Part of the Petitioner

Depositions of Witnesses taken in this Cause by and

before the Examiner in this Court as followeth

Mr. Pullen Spencer Attorney in the Hon.ble the Mayor's Court at Madras patnam in the East Indies Aged twenty eight Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioner was on the twenty Ninth Day of October One Thousand Seven hundred and Eighty Seven Signified at the Office of Mr. Stephen Popham who is also Attorney for the Respondent by One of my Servants who also left there a Note of this Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

to the first Interrogatory he this Deponent Saith that he does Not Know Edward Lewcock of Madras Inhabitant and the Complainant in the Title of these Interrogatories Named this Deponent Saith he does know Francisco Xavier Brandon de Lauza of the Same Place Inhabitant the Defendant in the Title of these Interrogatories Named and has done for these about two Years and also for three years this Deponent Saith

his

he does not know Chengleroy Moodaly the Petr in the title of these Interrogatories Named and further he this Deponent saith not to this first Interrogatory

3th ..... To the fifth Interrogatory he this Deponent saith he does not act in the Capacity of Clerk of the Peace at the General Quarter Sessions and Goal delivery holden in and for the Town of Madraspatnam in the East Indies this Deponent saith he does not recollect that One Let Detta was ever tried at the said Quarter Sessions so held in and for the Town of Madraspatnam in the East Indies aforesaid at any time that he this Deponent has set and acted in the Capacity of Clerk of the Peace at the General Quarter Sessions and Goal delivery holden in and for the Town of Madraspatnam and further he this Deponent saith Not to this fifth Interrogatory

4th ..... To the Seventh Interrogatory he this Deponent saith he was Attorney to the Defendant in the title of these Interrogatories Named but this Deponent saith he does not recollect that the said Defendant in the title of these Interrogatories Named did ever Consent or suffer a Decree to pass in favor of the Respondent in the title of these Interrogatories Named upon his pretended Mortgage Bond Marked Letters C. & D. Now produced and Shewn to this Deponent at this the time of his Examination and further he this Deponent saith not to this Seventh Interrogatory

To the last Interrogatory he this Deponent saith he does not know of any other matter or thing nor can he this Deponent set forth any thing touching the matters in Question in this Cause that can tend to the benefit or Advantage of the Petitioner in the title of these Interrogatories Named And further he this

Deponent saith not to this Last Interrogatory

J. Chase Ear.

P. Spencer

Mayor's Court at Madraspatnam } Between Chengleroy Moodaly Petitioner and Edward Lewcock Respondent in a Cause before this Honble Court wherein the said Edward Lewcock of Madras Inhabitant Complainant and Francisco Xavier Brandon de Souza of the Same Place Inhabitant Defendant

On the Part of the Petitioner

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

Narcissus Rodrigues a Portugueze Writer an Inhabitant of the Black Town of Madraspatnam in the East Indies Aged forty two Years or thereabouts being produced as a Witness in this Affair on the Part of the Petitioner was on the third Day of November One thousand Seven hundred and eighty Seven Signified at the Office of Mr Stephen Popham Whois Attorney for the Respondent by one of my Servants 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 he this Deponent saith he does know

know Chengleroy Moodelear the Petitioner in the title of these Inter-
-gatories Named and has so known the said Petitioner these eight
Years or thereabouts this Deponent saith he does know Edward Lew
the Respondent in the title of this Interrogatories Named and has
known the said Edward Lewcock these thirty Years or thereabouts
this Deponent saith he does also know Francisco Xavier Brandon
de Souza the Defendant in the title of these Interrogatorys Named
has so known him the said Francisco Xavier Brandon de Souza
the said Defendant these ten Years or thereabouts and more
Deponent saith not to this first Interrogatory —

To the Second Interrogatory he this Deponent saith he has looked
at the Exhibit Marked Letter A. Now produced and shewn to
this Deponent at this the time of his Examination and he this
-ponent saith that he does not know that the Petitioner in the title
these Interrogatories Named does now enjoy the two houses and
Grounds therein mentioned; nor does he this Deponent know
that the said Petitioner in the title of these Interrogatories named
did purchase two houses from the Defendant in the title of these
Interrogatories named in the Year One thousand Seven hundred
and eighty two — And more he this Deponent saith not to this
Second Interrogatory —

To the third Interrogatory he this Deponent saith he has looked
at the paper Exhibit Marked Letter C. now produced and shewn
him this Deponent at this the time of his Examination purported
to be a Copy of the Mortgage Bond granted by the Defendant in the
title of these Interrogatories named to the Respondent in the title
these Interrogatories Named and this Deponent saith he was

Present and did see the Respondent in the title of these Interro-
-gatories Named pay the Defendant in the title of these Inter-
-rogatories Named the Consideration Money past of it in
Money and past of it in Bills and Goods this Deponent saith
that the premises mentioned and discribed in the said Mortga-
-ge Bond as a Security for the Money so borrowed by the Defendant
in the title of these Interrogatories Named of the Respondent in
the title of these Interrogatorys Named were the property of
the said Defendant in the title of these Interrogatories Named
this Deponent saith that there was not Bill of Sale of the said
Premises delevered over to the Respondent in the title of these
Interrogatories Named at the time the said Mortgage Bond above
Alluded to was executed — this Deponent saith there never
was nor is there to this day a Regular Bill of Sale to the said
Premises — And more he this Deponent saith not to this third
Interrogatory —

4th To the fourth Interrogatory he this Deponent saith he has
Looked at the paper Exhibit marked Letter C. now shewn
and produced to him this Deponent at this the time of his
Examination and he this Deponent saith he does not know
the Person of Let detta whose name is set and Subscribed of a
Witness for the due Execution of the pretended Mortgage Bond
Marked Letter C. said to be granted by the Defendant in the
title of these Interrogatories named, to the Respondent in the
title of these Interrogatories Named — he this Deponent saith
he did sign his this Deponents Name as a Witness to the Execu-
-tion of the said Mortgage Bond, but he this Deponent saith that
he

he did Duely sign his Name as well as Seal & Deliver the Same as his Act & Deed
This Deponent saith that the said Leatua Cuchee did so sign his name
& Seal & Deliver the Same as his Act & Deed in the Presence of this Deponent
& Mr Edmund Rice Deponent to the Execution of the said Mortgage
is a good & Creditable Witness, and this Deponent saith that the
full Sum & Consideration should be given to the said Leatua
Cuchee Testimony this Deponent saith he only heard that the Plaintiff
in the Title of these Interrogatories Named, purchased the
two Houses therein mentioned & from the said Defendant in the
Title of these Interrogatories Named in the Year One Thousand Seven
hundred & Eighty Six from the said Defendant who the
Defendant was in Goal & this Deponent saith that he
Not know that such Transaction did ever happen between the
Defendant in the Title of these Interrogatories Named & the
said Petitioner in the Title of these Interrogatories Named & that
he this Deponent Said Must to this fourth Interrogatory
To the Sixth Interrogatory he this Deponent Saith he has Looked
Paper Exhibited Marked Letter **D** Purporting to be a Copy of the Mortgage
Bond granted by the Defendant to the Respondent now produced &
Shewn to him this Deponent at this the time of this this Deponent
Examination & he this Deponent saith he was present to
& did see the Respondent in the Title of these Interrogatories name
Count out & pay to the Defendant in the Title of these Interrog
Named ½ part in Guinea & a ½ part in Gords, Reserving a Sum
of Money to discharge & pay the Register of the Court of Equity Court
his Fees whenever the Bill of Sale should be executed, this Deponent
Saith that the premises mentioned & described in the said
Mortgage Bond was a Security for the Money so borrowed by the

Deponent

Defendant in the Title of these Interrogatories Named of the
Respondent in the Title of these Interrogatories this Deponent
Saith that there was no Bill of Sale of the said Premises delivered
over to the Respondent in the Title of these Interrogatories
Named but the said Mortgage Bond above recited
& was executed this Deponent Saith that never was nor is
there to this Day a Regular Bill of Sale of the said Premises &
More but this Deponent Saith to the Six & Ninth Interrogatory
& the Last Interrogatory but this Deponent Saith he does not
know of any other matter or thing nor can this Deponent
Set forth any other matter or thing touching the matters in
Question in this Cause that can tend to the benefit or in any
way be of the least Advantage to the Petitioners in the Title of these
Interrogatories Named & further this Deponent Saith to
Not to this last Interrogatory

Nargo. Rodrigues.

F. Chase

Mayor's Court
Madras patnam

Between Chenglavan Modaly
Petitioner and Edward Lewcock Respondent
in a Cause before this Honble Court wherein
the said Edward Lewcock of Madras
Inhabitant Compt. and Francisco
Xavier Brandeville Souza of the same
Place Inhabitant Defendant

On the Part of the Petitioner

Deposition of Witness sworn taken in this Cause by and
before

before the Examiner in this Court as follows viz.

Wm Joseph Shaw One of the Hon.ble Company's Civil Servants of their Establishment of Fort St. George in the East Indies Aged Thirty eight Years or thereabouts being produced as a Witness in this Affair on the Part of the Petitioner was on the Ninth Day of October One Thousand Seven Hundred and eighty Seven Sworn & Examined at the Office of Mr. Hyde Parker Deputy Examiner for the Attorney for the Respondent by One of my Servants whose Oath & Office & Place of Abode is Known to me the Deponent and a Note of the Name Title and Place of Abode of the said Deponent and a Memorandum of the Said Day being Sworn and Examined Deponent saith as follows viz.

To the first Interrogatory this Deponent saith, that he does not know Edward Lewcock the Complainant in the Title of this Cause mentioned

To the second Interrogatory this Deponent saith, that he does not know Edward Lewcock the Complainant in the Title of this Cause mentioned

To the third Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the fourth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the fifth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the sixth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the seventh Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the eighth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the ninth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the tenth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the eleventh Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the twelfth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the thirteenth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the fourteenth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the fifteenth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the sixteenth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the seventeenth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the eighteenth Interrogatory this Deponent saith, that he does not know or believe that the said Edward Lewcock ever was a Clergyman in Holy Orders

To the last Interrogatory this Deponent saith that he does not know of any other Matter or Thing that can tend to the benefit or Advantage of the Petitioner And further this Deponent saith he not to this last Interrogatory

F. Chase
Ex.r

Joseph Shaw

Mayor's Court Madraspatnam

Between Chungleroy Moodaly Petitioner and Edward Lewcock Respondent in a Cause before the Hon.ble Court wherein the said Edward Lewcock of Madras Inhabitant Complainant and Francisco Xavier Brandon de Souza of the same place Inhabitant Defendant

On the Part of the Petitioner

Deposition of Witnesses to be taken in the Cause aforesaid and before the Examiner in this Court as follows viz.

Ninety Nine Native Inhabitants of the Choultry Bazar of Madras aged Eighty Years or thereabouts being produced as a Witness in this Affair on the Part of the Petitioner was on the Seventeenth Day of October One Thousand Seven Hundred and Eighty Seven Sworn & Examined at the Office of Mr. Hyde Parker Deputy Examiner for the Attorney for the Respondent by one of my Servants who does speak & understand the Malabar Language and a Note of the Name Title and Place of Abode of the said Deponent and a Memorandum of the said Day being Sworn and Examined Deponent saith as follows viz.

In the Mayor's Court Madrasspatnam

Between Charles Gregory Woodall Petitioner and Edward Lewcock Respondent in a Cause before this Honble Court

Wherein the said Edward Lewcock Madras Inhabitant Complainant and Francisco Xavier Brandon de Lobo Freeman Inhabitant Defendant

On the Back of the Petition

Yr ------ To the Direct Interrogatory to this Deponent to wit Whether he know the Names of Paulo de Rozario Mannuncle Committy and Francisco Xavier mentioned in the Copy of the Paper Marked E. Now Shewn to him this Deponent at this Examination this Deponent saith that he doth not know the said Paulo de Rozario Mannuncle Committy or Francisco Xavier mentioned in the said Copy of the said Paper Marked E. Now Shewn to him this Deponent at this Examination this Deponent saith that he doth not know the said Paulo de Rozario Mannuncle Committy or otherwise called Mannuncle Committy and doth not believe that there is any Person of that Name or Names at Madras aforesaid

To the 2d Interrogatory this Deponent saith that he doth not know any thing of the Matters in the 2d Interrogatory mentioned

To the 3d Interrogatory this Deponent saith that he doth not know any thing of the Matters in the 3d Interrogatory mentioned

To the last Interrogatory this Deponent saith that he doth not know nor can he say any other matter or thing material for the Petitioner in this Matter and further this Deponent saith not to this last Interrogatory

J. Chase Esqr

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

Between Charles Gregory Woodall Petitioner and Edward Lewcock Respondent

Stevan Van Inhabitant of Madras by Profession a Caffre by Caste aged Thirty Six or Thirty Seven Years or thereabouts being produced as a Witness in this Affair on the Part of the Petitioner was on the Fourteenth Day of October One Thousand Seven Hundred and Eighty Seven duly Sworn and Examined by Virtue of a Commission to this Deponent directed from the Office of Mr. Sydney Popham who is Attorney for the Respondent by Consent of Parties and the Deponent who also left with a Note of the Names Titles and Places of Abode of the said Deponent and the Witnesses to be Examined by the said Deponent and the Witnesses to be Examined by the said Deponent and the Witnesses to be Examined by

What soever or delivered any Bill of Sale to the said Jo[illegible]
Xavier, Butler to Lord Pigot, but this Deponent Saith [illegible]
informed of this Transaction having happened by a Mi[illegible]
Named Vellapah Brother to the Petitioner in the title of
Interrogatories Named this Deponent Saith that the
Vellapah Brother to the said Petitioner did tell him the
Deponent that he meant to prefer a Complaint to Mr [illegible]
son respecting this dispute and desired him this Depo[illegible]
to make further enquiry into it and further he this Depo[illegible]
Saith not to this Ninth Interrogatory
To the Last Interrogatory he this Deponent saith that the
Said Vellapah Brother to the Petitioner in the title of the
Interrogatories named did relate very Circumstances to
him this Deponent about the said dispute but to what
Purport this Deponent does not recollect as he paid no
Attention thereto — and further this Deponent saith not
to this Last Interrogatory

F. Chase
Exr.

[illegible]

Mayor's Court at Madraspatnam } Between Chengleroy Moodely
Petitioner and Edward Lewcock Respon-
dent in a Cause before the Honble Court
Wherein the said Edward Lewcock of
Madras Inhabitant Complainant a[illegible]
Francisco Xavier Branden de Souza [illegible]

the Same Place Inhabitant Defen-
dant
On the Part of the Petitioner

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

Comarapah an Inhabitant of Madras a Conicoply Aged forty Years or
thereabouts being produced as a Witness in this Affair On the Part of the
Petitioner was on the eighth day of October One thousand Seven hundred and
Eighty Seven Signified at the Office of Mr Stephen Popham who is Attorney
for the Respondent by One of my Servants 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 he does know
Edward Lewcock an Inhabitant of Madras the Complaint
in the title of these Interrogatories named and has so known
him for these Second or eight Years this Deponent saith he does
not know Francisco Xavier Branden de Souza the Defendant
in the title of these Interrogatories Named this Deponent
Saith he does know Chengleroy Moodely the Petitioner in the title
of these Interrogatories so Named and has so known him these
twenty Years or thereabouts — And further this Deponent saith
Not to this first Interrogatory

10th To the tenth Interrogatory this Deponent saith he never did
know Francis Xavier but that he this Deponent has heard
that such a Person did exist this Deponent saith he has seen
a Copy of the Bill of Sale which was shewn to this Deponent
and Explained to him by the said Petitioner in the title of
these

Thies Interrogatories Named but this Deponent saith he
Not know any thing about the said Francis Xavier having
-chased the said Premises mentioned in the said Copy of the
of Sale Marked E. Now shewn to him this Deponent at
the time of his Examination. This Deponent saith that he
Not know that any mention was made or Notice taken of
Said Premises mentioned in the exhibit Marked E. in
Last Will and Testament of the deceased Francis Xavier and
this Deponent saith not to this tenth Interrogatory

J. Chase
Exr

Mayor's Court at Madraspatnam } Between Chengleroy Moodaly
Petitioner and Edward Lewcock Respon
in a Cause before this Honble Court where
the said Edward Lewcock of Madras Inhab
Complainant and Francisco Xavier Bran
de Souza of the same place Inhabitant Defe
On the Part of the Petitioner

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

John Henis an Inhabitant of Madras Aged fifty Years or thereabouts
Produced as a Witness in this Affair on the Part of the Petitioner was on the
Seventh Day of October One Thousand Seven hundred and eighty Seven Signifie
at the Office of Mr Stephen Popham who is Attorney for the Respondent by One
My Servants who also left him a Note of the Name Title and Place of Abode of
Said Deponent and afterwards on the Same Day being Sworn and Examin

Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith he does know
Edward Lewcock the Complainant in the title of these
Interrogatories Named and has so known him these twenty
or twenty five Years. this Deponent saith he does know Fran-
-cisco Xavier Branden de Souza the Defendant in the title
of these Interrogatories Named, and has so known him
these thirteen Years this Deponent saith he does also know
Chengleroy Moodaly the Petitioner in the title of these Inter-
-rogatories Named and has so known him these thirteen
Years or thereabouts and further he this Deponent saith
Not to this first Interrogatory

11th ..... To the Eleventh Interrogatory he this Deponent saith he does
know Let ditta whose Name is set as a Witness to the Execution of
a Bond (Copy of which Bond is now produced and shewn to
him this Deponent in the Exhibit Marked C. at this the
time of his Examination) purporting to be the Copy of a Mor-
-tgage Bond Granted by Francis Xavier Branden de Souza
the Defendant in the title of these Interrogatories Named to
the Respondent in the title of these Interrogatories Named
This Deponent saith that the said Let ditta did till him
that he know nothing of the Mortgage Bond in Question
Marked C. Nor was the said Signature Let ditta thereunto
Annexed ever wrote by him the said Let ditta and further
this Deponent saith not to this Eleventh Interrogatory

To the Last Interrogatory this Deponent saith he does not know of my
other

Mur Matter or things ever can be this Deponent to say and Material that can Tend to the benefit of the Petitioner further this Deponent saith not to this last Interrogatory

J. Shee Esq.

John Finn

Mayor Court of Madras

Between Cunglong Merchant Petitioner and Edward Lewerk Merchant Defendant Cause before Mr. Todd & Mr. Morris This 2nd Edward Lewerk Madras Inhabitant Complainant

Francisco Xavier Brandon Defendant

This cause coming to be heard & Depositions taken on the Part of the Petitioner before this Examiner in this Court as follows viz.

William Dalton a Sergeant in His Majesty's 78th Regiment of Foot aged forty three Years or there about being produced sworn & Interrogated on the Part of the Petitioner was on the fifteenth Day of October One thousand Seven hundred and eighty seven Sign'd & Seal'd at the Office of Mr. Stephen Popham who is Attorney for the Respondent by One of my Servants to a certain Note of Hand bearing Date the same Day & Year aforesaid for the Sum of Pagodas & Fanams & Payable to the Order of the said Edward Lewerk & Delivered to the said Edward Lewerk as his Act & Deed & Deed & Delivery & Sealing & Signing thereof being Sworn and Examined on the Part of the Petitioner Deponeth as follows viz.

To the first Interrogatory this Deponent saith that he knows the Complainant Edward Lewerk & the Defendant Francisco Xavier Brandon & Deponent saith that he knows the Parties Mentioned and Named in the Bill of Complaint & about the time in the Interrogatory Mentioned

Brandon de Souza the Defendant in the Bill of this Interrogatories Named, and has no Knowledge further than what is in this Deponent to the Bill of Complaint & Generally the Petitioner in the Bill of this Interrogatories Named, and further this Deponent to all & Singular the Interrogatories

To the Eleventh Interrogatory this Deponent to all & Singular the Interrogatories Named, to the Respondent to the Bill of this Interrogatories Named, but this Deponent saith he does not know Let Mallet whose name is Mentioned

Titles of these Interrogatories Named & to be Administered to the Witness Produced & Sworn & Examined on the Part & behalf of the Petitioner Thomas Hall Esquire

To Thomas Hall Esquire

Titles of these Interrogatories Named & to be Administered to the Witness Produced & Sworn & Examined on the Part & behalf of the Petitioner Thomas Hall Esquire

To Thomas Hall Esquire

Titles of these Interrogatories Named & to be Administered to the Witness Produced & Sworn & Examined on the Part & behalf of the Petitioner Thomas Hall Esquire

To Thomas Hall Esquire

Narcis Rodrigues
John Hines
Gemmapady Janeyachellum
L. Annal

} Additional Interrogatories To be Administered to the Witness Produced & Sworn & Examined on the Part & behalf of the Petitioner Thomas Hall Esquire

} 1st Interrogatory Do You know the Petitioner Thomas Hall Esquire & the Defendants Narcis Rodrigues & John Hines & Gemmapady Janeyachellum & L. Annal & each of them & how long have you known them & each of them

} 2d Interrogatory Do you or do you not know the Person of Lot Nº 1 Villa otherwise called Leopold de Joya whose Name is not subscribed as a Witness to the Deed whereby the Petitioner Thomas Hall Esquire purchased the said House & Premises of the Defendant Narcis Rodrigues & also whether you have seen the said Leopold de Joya since the Execution of the said Deed & when & where & upon what occasion & whether you have ever seen the said Leopold de Joya write & whether you are acquainted with his Character & Handwriting & whether you believe the Name of Leopold de Joya subscribed as a Witness to the said Deed to be of the Handwriting of the said Leopold de Joya or not & what reason you have for your Belief

} 3d Interrogatory Do you or do you not know Francis Xavier Tiagobia Esqr Notary Public & whether you have seen the said Francis Xavier Tiagobia Esqr since the Execution of the Deed whereby the Petitioner Thomas Hall Esquire purchased the said House & Premises of the Defendant Narcis Rodrigues & also whether you have seen the said Francis Xavier Tiagobia Esqr write & whether you are acquainted with his Character & Handwriting & whether you believe the Name of Francis Xavier Tiagobia Esqr subscribed as a Witness to the said Deed to be of the Handwriting of the said Francis Xavier Tiagobia Esqr or not & what reason you have for your Belief

} 4th Interrogatory Look at the Paper Writing Purporting to be a Bill of Sale signed & Sealed by Paul de Rozario & Company for the Sale & Conveyance of the Ground & Premises therein mentioned & described & Look at the Memorandum Writing thereunder written & Say whether you believe the said Memorandum Writing to be of the Handwriting of the said Paul de Rozario & Company or not & what reason you have for your Belief

Narcis Rodrigues
John Hines
Gemmapady Janeyachellum
L. Annal

} Additional Interrogatories To be Administered to the Witness Produced & Sworn & Examined on the Part & behalf of the Petitioner Thomas Hall Esquire

} 1st Interrogatory Do You know the Petitioner Thomas Hall Esquire & the Defendants Narcis Rodrigues & John Hines & Gemmapady Janeyachellum & L. Annal & each of them & how long have you known them & each of them

} 2d Interrogatory Do you or do you not know the Person of Lot Nº 1 Villa otherwise called Leopold de Joya whose Name is not subscribed as a Witness to the Deed whereby the Petitioner Thomas Hall Esquire purchased the said House & Premises of the Defendant Narcis Rodrigues & also whether you have seen the said Leopold de Joya since the Execution of the said Deed & when & where & upon what occasion & whether you have ever seen the said Leopold de Joya write & whether you are acquainted with his Character & Handwriting & whether you believe the Name of Leopold de Joya subscribed as a Witness to the said Deed to be of the Handwriting of the said Leopold de Joya or not & what reason you have for your Belief

} 3d Interrogatory Do you or do you not know Francis Xavier Tiagobia Esqr Notary Public & whether you have seen the said Francis Xavier Tiagobia Esqr since the Execution of the Deed whereby the Petitioner Thomas Hall Esquire purchased the said House & Premises of the Defendant Narcis Rodrigues & also whether you have seen the said Francis Xavier Tiagobia Esqr write & whether you are acquainted with his Character & Handwriting & whether you believe the Name of Francis Xavier Tiagobia Esqr subscribed as a Witness to the said Deed to be of the Handwriting of the said Francis Xavier Tiagobia Esqr or not & what reason you have for your Belief

} 4th Interrogatory Look at the Paper Writing Purporting to be a Bill of Sale signed & Sealed by Paul de Rozario & Company for the Sale & Conveyance of the Ground & Premises therein mentioned & described & Look at the Memorandum Writing thereunder written & Say whether you believe the said Memorandum Writing to be of the Handwriting of the said Paul de Rozario & Company or not & what reason you have for your Belief

in Portuguese Street between the Houses of Francis Xavier the
the ground of the said Paul De Rozario Measuring in Length from
North to South Ninety Six Feet and in Breadth from East
Fifty Feet Dido or Richard the Defendant till Upon that Reasonable
any time Mortgaged the premises therein Mentioned and
described to the said Respondent in the Bill of the Interrogated
Named Dido or Richard the Defendant ever till Upon that he
delivered any Bill of Sale or Paper writing purporting to be a
Bill of Sale of the said premises therein described to the said Re-
pounded Declare the truth of the Concerning the whole of the Interrogat
Matters and things therein set forth and Required

Interrogatorys Lastly Do you know or can you say any
other Matter or things Material for the Petitioner in this
Matter of Fact declare the same as you know or do believe
together with the Reasons of your Knowledge and Belief

Jno. Parker
Atty for Petr

Known all Men by these Presents that I Paul
De Rozario for and in Consideration of the Sum of Five Hundred
and Forty Pagodas to me in hand paid by Nanna Comma
Do by these Presents Bargain and Sell unto the said Nanna
Comma by a piece of Ground being a part of the Ground that was
given me by the Hon.ble Company and Lies on the Ground to the
from me for their Service Situate in Old Moraltez Pettain
Portuguese Street between the Houses of Francis Xavier and the
Ground of the said Paul De Rozario Measuring and Length from

North to South Ninety Six Feet and in Breadth from East
to West Fifty Feet To have and to hold the said Ground
unto the said Nanna Comma his Heirs and Assigns for
Ever and this Bill shall be my Warrant for his Security till Such
time I get an Opportunity to Draw a Regular Bill of
Sale and the Charges to be on Account of the said Nanna Comma
Witness my hand in Fort St. George this Twenty fifth Day of
February One Thousand Seven Hundred and Sixty Two

Witnesses
R. Rodgers
Franco. da Cruz

Paul D'Rozario

Fort St. George 13th March 1762

Also Hereby Acknowledge to have Received of Mr. Francis
Xavier the Sum of Two hundred and Thirty Pagodas being in part
of a Spott of Ground bought of Senhor Paulo de Rozario and Sett
of the said Mr. Francis Xavier for Two hundred and Forty Pago.
Which Sum Pagodas I am to receive on the Delivery of the Regular
Buy Bill of Sale in his Name for the said Spott of Ground
Witness my hand

Witness
Andrew Peter

Papers du Fresnois
de Vaniel Bottelier
du Projet
Pargaud 50
Roupie 90

Fort St. George 31st. March 1762

Received of Mr. Francis Xavier the Sum of Ten Pagodas being in full of all Accounts between Me concerning the Mountiane Ground bought of Paulo de Rozario Witness My hand

This Exhibit Marked A. was shewn to Lymuge Janeyachellum and John Henry at the Inquisition time of their Examination before me and the Part of the Petitioner Certain Matter now depending in the Hon.ble the Mayor's Court Madras pro tuam Wherein the said Edward Lewcock Gent. Plaintiff Chenglerov Moodly Pltf. and Francis Xavier Brandao de Souza Defendant Taken this 3d. Day of December Anno Domini 1761

J. Chase
Ext.

Mayor's Court Madras pro tuam

Depositions of Witnesses Taken in the Cause Depending Between Chenglerov Moodly Petitioner and Edward Lewcock Respondent

Cause before the Hon.ble Court Wherein the said Edward Lewcock of Madras Inhabitant is Complt. and Francis Xavier Brandao de Souza of the same place Inhabitant Defendant

On the Part of the Petitioner

Depositions of Witnesses Taken in the Cause Depending before the Examiners in the Court as follows Viz.t

John Henry a Portuguese Native and Inhabitant of the Black Town Madras in the East Indies Aged fifty Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioner was on the fifth Day of December One Thousand Seven Hundred and Eighty Seven sworn at the Office of Mr. Stephen Popham their Attorney for the Respondent by Quesang Serawatien who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows Viz.t

1st. To the first Interrogatory in this Deponent saith he does know Chenglerov Moodelly of Madras Inhabitant the Petitioner in the Title of these Interrogatories Named and has so known him the said Petitioner in the Title of these Interrogatories Named for the Space of Thirteen Years or thereabouts

To the second Interrogatory in this Deponent saith he does know Edward Lewcock of Madras Inhabitant the Complainant and the Title of these Interrogatories Named and has so known him the said Complainant in the Title of these Interrogatories Named for the Space of Thirteen Years or thereabouts

To the third Interrogatory in this Deponent saith he does know Francisco Xavier Brandao de Souza of the same place Inhabitant the Defendant in the Title of these Interrogatories Named and has so known him the said Defendant in the Title of these Interrogatories Named for the Space of Thirteen Years or thereabouts

2nd. To the first Interrogatory in this Deponent saith he does know the Petitioner and knows that the Name Title and Estate and Inheritance as set forth in the said Petitioner for the Use Execution and Performance

Samuel Andrews the Plaintiff in the Cause last Interrogatory

J. Chase
Cas.

John Hall

Mayor's Court
Madraspatnam

Between Gregory Mendez Petitioner and Edward Lewarch Respondent in a Cause before this Honble Court which said Edward Lewarch of Madras Inhabitant the Complainant in the Suit Xavier Brandon de Souza of this Place Inhabitant the Defendant

On the Part of the Petitioner

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

Gunnapully Tunnyachellum a Native Inhabitant of the Black Towns of Madras in the East Indies Aged Thirty four Years or thereabouts being produced as a Witness on the Affair on the Part of the Petitioner and Sworn the fifth Day of December One Thousand Seven Hundred and Eighty Seven Signified & Interpreted to the Deponent by Cuttoo Jenga Servant to Mr Hall one of the Notaries of this Court for the Respondent

Examined by Mr Hall

To the first Interrogatory the Deponent Says he knows Gregory Mendez the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the second Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the third Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fourth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fifth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the sixth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the seventh Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the eighth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the ninth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the tenth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the eleventh Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the twelfth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the thirteenth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fourteenth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fifteenth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the sixteenth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the seventeenth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the eighteenth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the nineteenth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the twentieth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the twenty first Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the twenty second Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the twenty third Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the twenty fourth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the twenty fifth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the twenty sixth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the twenty seventh Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the twenty eighth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the twenty ninth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the thirtieth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the thirty first Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the thirty second Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the thirty third Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the thirty fourth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the thirty fifth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the thirty sixth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the thirty seventh Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the thirty eighth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the thirty ninth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fortieth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the forty first Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the forty second Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the forty third Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the forty fourth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the forty fifth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the forty sixth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the forty seventh Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the forty eighth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the forty ninth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fiftieth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fifty first Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fifty second Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fifty third Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fifty fourth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fifty fifth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fifty sixth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fifty seventh Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fifty eighth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the fifty ninth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the sixtieth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the sixty first Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the sixty second Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the sixty third Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the sixty fourth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the sixty fifth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the sixty sixth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the sixty seventh Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the sixty eighth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the sixty ninth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the seventieth Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the seventy first Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant therein named & Xavier Brandon de Souza of this Place Inhabitant the Defendant in the Suit & Plaintiff in the Cause & the Deponent Says he knows the Petitioner & Respondent & Defendant & Plaintiff by Reason they have lived in this Place for Several Years last past & the Deponent Says he knows the Plaintiff in the Cause & Defendant in the Suit by Reason he has lived in this Place for Several Years last past

To the seventy second Interrogatory the Deponent Says he knows the Petitioner in the Suit & Plaintiff in the Cause & Edward Lewarch the Respondent & Defendant

Interrogatories Named Never did at any One time whatever
Mortgage the premises therein mentioned and described to
the said Complainant in the title of these Interrogatories Named
this Deponent Saith that the said Defendant in the title of
this Interrogatories Named never did at any one time whatever
tell him this Deponent that he the said Defendant did
deliver any Bill of Sale or paper writing Purporting to be
a Bill of Sale of the said premises therein described to him
the said Complainant in the title of these Interrogs Named
And More he this Deponent Saith not to this fourth Interro-
gatory

To the Last Interrogatory he this Deponent Saith he does not
know of nor has he heard of, nor can he set forth any other
Matter or thing, touching the Matters in Question in this
Cause, that can in any way tend to the benefit of or be of the
least advantage to the Petitioner in the title of these Interro-
gatories Named And more he this Deponent Saith
Not to this Last Interrogatory

[illegible]

J. Chase
Exd.

Interrogatories to be Administred to such Witnesses as shall be
Produced Swron and Examined in a Certain Matter now depending
and at Issue in the Honble the Mayor's Court at Madraspatnam Wherein
Chingloray Moodellear is Petitioner and Edward Lewcock Respondent
in a Cause theretofore Depending Wherein the said Edward Lewcock was
Complainant and Francisco Xavier Brandão de Souza Defendant
On the Part of the Respondent

To all the Witnesses. 1st Do You or do You not know the Parties
Petitioner and Respondent and the Defendant in the Title
of these Interrogatories Named or any and which of them
If Yea. how long have You known them or either and Lieu
Which of them Declare

To Narcissus Rodrigues 2d Are You or are You not well Acqua-
inted with Most of the Concerns of the above Named Defendt
If Yea. from what Period did You become so Acquainted
With them, do You or do You not know of a Certain
Instrument in Writing or Bill of Sale of a Certain House
or Houses Situate in China Buzar Street having been
Granted by the Defendant to the Petitioner If Yea. at
What time was the same so Granted and who Drew or
Wrote out the same also who were the Witnesses thereto
Were the Deminscons of the Ground inserted in the said
Written Instrument, Look at the Paper Writing now
Produced and Shewn to You at this the time of Your Exami-
nation Marked A and is the said Exhibit A According
to the best of Your Recollection and belief, the Bill of Sale
Which was executed by the Defendant to the Petitioner
in the said Year One Thousand Seven hundred and Eighty
two

Accompany the Defendant to the Respondents House
did the Defendant or did he not make some Proposal
-posal to the Respondent regarding the Debt Mackinn
did the Defendant or did he not in Your Presence offer
Give the Respondent the two Houses Now in Question
Satisfaction of his Debt. If Yea did the Respondent Ac
or refuse the offer If refused. Why and on what Reasons
Did the Respondent so refuse and what Reasons did he
Expressly for such Refusal did or did not the Defendant
inter into another Proposition with the Respondent Respe
the said Houses If Yea what were the Propositions did or
Not the Defendant at the time of his leaving the Respondent
the Respondent to Accept of his Terms and did You or did You
endeavour so to do. The whole of this Matter as You know
heard or do believe together with the Reasons of such Your
Knowledge Information Belief fully and particularly Deliv

To Willm. Fo. Did or did not the Defendant at the time of the Grant
the last Mortgage Bond to the Respondent for the Sum of One
hundred Pagodas due Your Answer Time to Mention & Make
Mr Joseph Shaw the Chancery Court Register to deliver the
Bill of Sale when made in the Name of the Defendant to the
Respondent If Yea did or did You or did You not White Answer
Was or was not the same signed and delivered to the Respond
by the Defendant and did or did You or did You not by the Desire of
the Respondent take the Copy of the same previous to its being
sent to Mr Shaw If Yea look at the Paper Writing now rid

and Shew to You at this the time of Your Examination
Marked B. in your Answer to this Interrogatory
Written by You and if so or not the whole thereof of Your hand
Writing Declare

To Willm. Fo. Did or did not the Defendant sometime ago and when
take You to the House of Joseph Shaw the Chancery Court
Register in Order to make out a Bill of Sale of his Two Houses
situated in Chinna Bazar Street and did he or did he not apply
to the said Joseph Shaw to that Effect was or was not the said
Bill of Sale afterwards to be delivered to some Person or Persons
and when by Name and was the said Bill of Sale made out
If Not. in what Manner and Why if Yea by what Means
other time Mentioned the Petitioner in the Bill of the Interro-
gatories Named or his Brother Villapah in the Fort and did
Your did You not Willm. that the Defendant was to the
said Joseph Shaw to procure a Bill of Sale for his Two Houses
the same to be Your Answer of this Matter to the best of Your
Knowledge Recollection and Belief together with the Reason

To Abraham Angell &c. Were You or were You not sometime
ago and when present when the Defendant Demanded of the
Petitioner to deliver back unto him the Bill of Sale of his Houses
which was dated in the Year One thousand Seven hundred and
Eighty Two in favor of the Petitioner and did or did not the
Defendant often Request the Demand and when Your Answer

Your

You Not present when the Defendant Cuerlay Beat the Petitioner & Yea whereat what time and at such place did he see beat the Petitioner and what was his reason for beating the Petitioner The whole of this Matter as You know have heard or do beliue Together with Your reasons for such Your Knowledge information or belief fully and particularly Declare

To Ditto 9th Did or did not the Petitioner in the Title of these Interrogatories Named Some time ago and due Notice come to Your House & Yea. who was then present and did the Petitioner order him not promise to give You one Moiety & Yea. Why and on What Account did he so promise to give You said Moiety Did he not desire You to persuade the Defendant then and Goal to Acknowledge the Sale of his House to the Petitioner which was made in the Year One Thousand Seven Hundred and Eighty two & Yea. did or did he not also tell You that he would advance the Defendant as much Money as he wanted and & Yea. finding Carrying on the Cause the Defending in Court with the Respondent whether he was in the right or Wrong if the Defendant would Voulty Acknowledge the Sale made by him to & Yea. did You Comply with the Petitioners Request or Desire & Yea. declare by and on what Account did You so Desire The whole of this Matter as You know fully and particularly Declare

To Ditto 10th Did or did not the Defendant on the Twenty Eight Day of February in this present Year One Thousand Seven Hundred

Hundred and Eighty Six or any time or what day or this Coming from the Court House and to Your House & Yea. who was then present did or did not the Defendant then desire You and the said Narcisse Rodrigues to Accompany him to the Respondents House & Yea. did You or did You not Accompany the Defendant to the Respondents House and did the Defendant or did he not make some proposal or Proposals to the Respondent Regarding the Debt due him and did the Defendant or did he Then & There offer to give the Respondent the Two Houses now in Question in Satisfaction of his Debt & Yea. Did the Respondent Accept or refuse the Offer & Yea. Why and on what Account did the Respondent so refuse and What were his Reason for such Refusal did or did not the Defendant again enter into another Proposition with the Respondent respecting the said Houses & Yea. what was the Propositions and did or did not the Defendant at the time of his leaving the Respondents House desire You and the said Narcisse Rodrigues to Persuade the Respondent to Accept of his Terms and did You or did You not endeavour so to do The whole of these matter as You know or have heard or do believe together with the Reasons for such Your belief fully and particularly Declare

To Daniel Mc Henry Look at the Paper Writing now produced & Shewn to You & tell me if the Contents of Your Examination are and do remain to be true & tell me the Reason why the Said Deed was made to the Late C and your Reason for so doing Is not the Said Deed for the Sale of a certain House situate in China Street to Xavier Brandais de Longa & so You for the Consideration Mentioned in the Said Deed

the Property of the said Francisco Xavier Brandão de Souza
If Yea.r is or is not the Name Fran.co X.er Brandão de Souza
Set and Subscribed thereto of his the said Francisco Xavier
Brandão de Souza's own Hand Writing and the Names
Narcissus Rodrigues and William Russell the two Subscri-
bing Witnesses thereto of their Hand Writing was or was not
the said Lease given to You by the Defendant in the Title
of these Interrogatories Named and did You or did You
not live in the said House during the time in the said
Lease Mentioned If Yea.r to whom was the Rent thereof
Paid and is or is not the House in the said Lease menti-
oned the One now in dispute between the Petitioner and
the Respondent and do You know or have You ever
heard of the Petitioners having a Claim or Right to the
Same or was it any Ways Intimated to You at any time
or times before or Since the Executing the said Lease with
by the Defendant the Petitioner or any other Person or
Persons that the said House and the one Adjoining thereto
had been Sold to the Petitioner was or was not the Rent of
the other House Always paid by the Different Tenants
who Occupied it to the Defendant or to whom other was
the same paid the whole of this Matter as You know
have heard or do believe together with the Reasons for such
Your knowledge Information or belief Declare

To all the Witnesses 12th Do You know of any other matter or thing
or have You heard or can You Set forth any thing touching the
Matter

Matters in Question in this Cause that may tend to the
benefit and Advantage of the Complainant If Yea.r declare
the same as if You had been thereunto Particularly Interrogated

L. Popham
Attorney for the Respondent

Sir

Be so kind enough to deliver the Certificate or the
Bills of Sale of my two Houses to Mr. Edwd. Lewcock and
not to any other Person or Persons Whomsoever Neither to
myself in Case may Applies the same and he Will Pay Your
fee thereof, & remain

Sir
Your Most Obedt. Sible Servant
(Signed) Fran.co Xav.r Brand de Souza

Madras
9th August 1785

N.B. The above a Copy delivered to Mr. Joseph Shaw the
Register of the Choultry Court

This Exhibit Marked B. was shewn to Narcissus
Rodrigues at the time of his Examination before me on the
Part of the Respondent in a Certain Matter now depending
in the Hon.ble the Mayor's Court at Madraspatnam wherein
the said Edwd. Lewcock Respondent Chengleroy Moody Petr. and
Francis Xavier Brandão de Souza Defendt. on the 12th Day of
Septr. Anno Domini 1787

J. Chase
Exr.

Whereas Francisco Xavier Brandao De Souza hath agreed
to sell to Daniel McKenzie of Madras Merchant all the
House and Aquadramance Ground to Belonging Situated
and adjoining to the China Bazar — Now Know all Men
by these Presents that I the said Francisco Xavier Brandao de Souza do Hereby
Sell to the aforesaid Daniel McKenzie his Heirs Executors
House and Tenements at the Rent of Eight Star Pagodas p
Month Which is Six Months Rent to be Deposited before
hand at the Expiration of Six Months the Rent to be paid
Monthly and the Necessary Expences incurred for the Repair
of the House to be Deducted from the Rent — And the said
Covenant and agree to and with the said Daniel McKenzie
his Executors Administrators and Assigns that I the said Francisco
Xavier Brandao de Souza have hereunto Set my Hand and
Seal this Nineth Day of March One Thousand Seven hundred
and Eighty four

Fra.co Xr. Brandao de Souza

Signed Sealed and Delivered
Wherein Stamp Paper ought to be
had in the Presence of ——
Wm Russell
Jno. Fs. Rodrigues

This Exhibit Marked C. was shewn to Daniel McKenzie
at the Time of his Examination to be referred to as Part of his
Respondentia in a certain Cause now depending in the Honble
the Mayor's Court at Madraspatnam wherein the said Edward
Lewcock Respondent Plaintiff and Francisco
Xavier Brandao de Souza Defendant on the 29th Day of August
Anno Domini 1787

J. Jones
Exr

Mayor's Court at Madraspatnam

Between Clingleroy Modelliar Petitioner and Edward Lewcock Respondent

In a Cause therein depending

Wherein the said Edward Lewcock was
Complainant and Francisco Xavier
Brandao de Souza Defendant

On the Part of the Respondent

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

Narcissus Rodrigues of Madras Inhabitant Aged forty two or forty three Years or thereabouts being produced as a Witness and Sworn on the Holy Evangelists on the Day of September One Thousand Seven hundred and eighty Seven Signified at the Office of Mr. Charles Baker and his Partner Attorney for the Petitioner by Interpreter and Examined on the Part and Place of the said Edward Lewcock Respondent and to the Name Title and Place of Abode of the said Nicholas Thomas Note of the Name Title and Place of Abode of the said Deponent and to the Same Day being Sworn and Examined Deponeth and Saith as follows viz.

Deponeth Was Followeth

fo

1. To the first Interrogatory This Deponent Saith he doth know the Complainant and Respondent and the Defendant the Said Interrogatories named and that he knows the Petitioner Chungleroy Moodelliar about Eighty Years of Age and has known the Respondent Edward Lancock about Fifty Years and has known the Defendant Francisco Xavier Brandao de Souza about Thirteen Years and further saith not to this Interrogatory

2. To the Second Interrogatory This Deponent Saith he is well acquainted with the Complainant & the Defendant and has been acquainted with them for Ten Years or thereabouts This Deponent Saith he does know a Bill of Sale or a certain Instrument in writing being Granted by the Defendant to the Petitioner for two houses Situate in China Bazar Street but This Deponent Saith he does not know what Money was given by the Petitioner to the Defendant but that the said Writing was a collusive Agreement entered into between the Defendant and Petitioner to defraud one Colonel Baird Esquire in the Mayors Court against the Defendant and this Writ for the said Houses This Deponent Saith that the said Bill of Sale was drawn out in the Year One Thousand Seven Hundred and Eighty Two by the Petitioner in the Office of the Interrogatories named and that This Deponent was present at the Execution of the said Bill of Sale This Deponent Saith he does know a certain Instrument in writing bearing Date the Twenty Ninth day of December One Thousand Seven Hundred and Eighty Two made between the Petitioner and Defendant and that This Deponent was present at the Execution of the said Instrument and that the Petitioner Executed the same as his Act and Deed and that the Defendant Executed the same as his Act and Deed and that the Petitioner Executed the same as his Act and Deed and that the Petitioner Executed the same as his Act and Deed and that the Petitioner

Instrument Which Said Scrawl was Signed by the Defendant to the
said Petitioner in the Year One Thousand Seven Hundred and
Eighty Two for the Defendants Two Houses This Deponent did
not told the Respondent that Money or Consideration had
Given by the Petitioner to the Defendant for the said Mills
Instrument or Bill of Sale but That the said Mills was
a Collusive Agreement Entered Into between the Defendant
and the Petitioner William Forrest to Defraud One Collet
Barrett, and That this This Deponent also told the said Defen-
dent That the said Collett Barrett Claiming to be Entitled and
in the Mayors Court against the Defendant and this Dep
for the said Two Houses This Deponent Further Saith That in Con-
sequence of this This Deponent to said Declaration of the said
Respondent this Bill of this Interrogatory Commanded
the said Respondent did Agree to Refund and Redeliver the
said Defendant the Sum Demanded by him and Further
Said Not to this Interrogatory

To the fourth Interrogatory This Deponent Saith That in the Year
Since the Year One Thousand Seven Hundred and Eighty Two
frequent Hy and at Sundry Times he Represented to him the
Defendant in the Bill of this Interrogatories Commanded
as he Requested and Solicited of the said Petitioner in the Bill of
these Interrogatories Commanded, to give Up and Deliver back
and to him the said Defendant the said Mills Instrument
or Bill of Sale This Deponent Saith That Some Time ago
When this This Deponent was at the House of the said Petitioner
That the said Petitioner told This Deponent That Thursday last

he had been and was Within the Criminal Bazar Street by the Defend-
ant, and That the said Defendant had beat him, the said
Defendant had Stript him of his Cloaths, pursuing to
Relinquish the Bill of Sale This Deponent Saith he does not
know nor never did hear That the Defendant had received
from the Petitioner Either in the Year One Thousand Seven
Hundred and Eighty Two or until the Was requested Sum of the
Sum of Eight Hundred Pagodas as Consideration for the
Supposed Sale of the Two Houses which was made to the
Petitioner in the Year One Thousand Seven Hundred and
Eighty Two This Deponent Said He had no Interest any
Further Saith That Some Time This Deponent Saith he
he This Deponent Should have Known it as he This Deponent
Was particularly Intimate with the Defendant Concerns
all This the Defendant Concerns
Further Saith Not

3rd ... To the fifth Interrogatory This Deponent Saith That the Defen-
dant in the Title of these Interrogatories Named did put an
Mr. Mayor when This Deponent does not Recollect, go to the
House of Abraham Angel Master to the said Defendant that left
the Court House, and This Deponent Said He was present at the
time the said Defendant came to the House of the said Abraham
Angel and the said Defendant in the Title of these Interrogate-
ries Named did Desire him This Deponent and the said
Abraham Angel to go to the House of Edward Lewen to the
Respondent in the Title of these Interrogatories Named
And This Deponent Saith That in Consequence of the said
Request

request of the said Defendant His Deponent and the said
said Abraham Augel Oldridge along with the said Accompany
him the said Defendant to the House of the said Edward Lewcock
Respondent His Deponent saith that when they came to the
house of the said Edward Lewcock the said Defendant in
Title of His Interrogatories so named did then & there propose
& propose or propound to the said Respondent regarding the
Debt due to him His Deponent saith the said Defendant
did then present His Deponent offer to give the said Respond
the two Bonds now in Question in satisfaction of his Debt
His Deponent the said Edward Lewcock the Respondent
in the Title of His Interrogatories so named did refuse to
accept of the offer made and proposed to him by the said Def
His Deponent saith that Cause and Reason why by the said
Respondent refused and declined to accept of the said off
was that he the said Respondent stood sued by the said Def
in the Honble the Mayor's Court for the Amount of the Debt
His Deponent saith that the said Defendant did then and
another proposal to the said Respondent His Deponent
saith that the other proposition was that the Defendant would
suffer and permit a Decree to pass against him the said
Defendant provided the said Respondent would take upon
himself the Sheriffs Charges on the Sale of the said Two Houses
Now in Question His Deponent saith that at the time
His Deponent and the said Abraham Augel were leaving
the said Respondents House the Defendant bid Sequest
Solicitor desire and Entreat him His Deponent and the said

6th

Abraham Augel to persuade the said Respondent to accept
of his the said Defendants Offer And bid His Deponent & said
Solicitor endeavour to persuade the said Respondent to accept
of the said Terms proposed and made to him by the said
Defendant To this 5th the Interrogatory His Deponent
further Saith Not

To the Sixth Interrogatory His Deponent Saith that the
said Defendant in the Title of His Interrogatories named
did at the time of Granting the said Mortgage Bond to the
Respondent for the Sum of One hundred Star Pagodas, desire
him His Deponent to at the same time to write a Note to Mr
Joseph Shawe the then Chief Court Register to deliver the Bill
of Sale now in the Name of the said Defendant to the
said Respondent His Deponent saith that he did in
Compliance with the said Defendants Request write a Note
to the said Mr Joseph Shawe His Deponent further saith
that the said Mr Joseph Shawe in Consequence of the said Note
delivered to the said Respondent by the said
Defendant His Deponent saith that by the Request and
particular Desire of the said Respondent in the Title of the
Interrogatories named he the said Mr Joseph Shawe did take
and draw out a Copy of the same previous to its being sent
to the said Mr Joseph Shawe His Deponent further saith
that the Paper Marked B. now shewn to him His Depo-
nent & in the Name of the said Defendant to the
said Respondent His Deponent saith that he did in
Compliance with the said Note & Request of the said
Defendant write out the Paper Marked B. in his own
Hand
and Writing as the same now appears

Copy

bound Waiting. And further this Deponent saith that to
this Sixth Interrogatory
To the Seventh Interrogatory this Deponent saith that the
said Defendant did not but about what period of time
this Deponent does not immediately recollect sold the
this Deponent the Messuages of the said Mr Joseph Shaw
Chancery Court Register, and order for him the said Mr Joseph
Shaw to make out a Bill of Sale of the said Defendant to the
houses Situated in Chimna Bazar Street and the said Defend
in the Bill of this Interrogatories mentioned & appears to the
Mr Joseph Shaw the Chancery Court Register to that effect
this Deponent said that the said Bill of Sale was obtained
by the said Defendant to the said Respondent, but this Depon
said the said Bill was never made out this Deponent
believes the Cause why the said Bill of Sale was not made
Proceeded from no Advertizement being given upon the said
houses this Deponent said that the said houses were pledge
Mortgage to the said Bill of Sale being made this Deponent
that after the said Defendant and the this Deponent trans
Out of the said Mr Joseph Shaws house this Deponent and
Chunglery the said Petitioner in the Bill of this Interrogato
to Mentioned the Lord of Madras and the said Petitioner
thereafter this Deponent when asked by this Deponent
said Mr told the said Petitioner he had Business with this Deponent
the Bill of this Interrogatories to Mentioned to the House of Mr Joseph
Shaw the Chancery Court Register to procure a Bill of Sale for the
said Defendants Two houses, and for that this Deponent

Not to this Seventh Interrogatory
To the Last Interrogatory this Deponent saith that the said Petitio
Nidhi Sheedar at Sundry and Various times come to this Depo
-nent to house and told this Deponent that the said Petitioner
did intend to Purchase the two houses from the Defendant who
Was Married Goa but the Last of the Respondent and the said
Petitioner did desire this Deponent to Get him the said
Petitioner making out the Necessary papers but this
Deponent said that he the said Petitioner may come to
Obtain the two houses even tho Mortgaged to
the said Respondent this Deponent said that he does not know
Nor has he heard of any other matter or thing nor can he set
forth any thing touching the said matter and Question in this Cause
that he can or may Tend to the benefit or Advantage of the said Peti-
-tioner this Deponent has signed to this Last the
Examination and further this Deponent
and Last Interrogatory

Nayle Rodrigues

J. Cruse
Extr

Mayor's Court Between Chunglery Moodelliar
Petitioner and Edward Lawrence Pegun-
-dent in a Cause therefore Depending
Wherein the said Edward Lawrence was
Complainant and Francisco Xavier
Braudao Rebouza Defendant
On the Part of the Respondent

Deposition of Witness taken in the Cause by and
before the Commissioners in this Court as followeth

Abraham

Abraham Angell an Inhabitant of Madras Aged Thirty five Years or Thereabouts being produced as a Witness in this Affair and Duly Sworn on the Part of the Respondent was on the Twelveth Day of September One Thousand Seven hundred and Eighty Seven Signified at the Office of Mr. Charles Dyas whose Attorney for the Petitioner by One of my Servants to who also left him a Note of the Name and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as follows Viz.

1st ------ To the First Interrogatory this Deponent Saith that he doth know the Parties Petitioner Respondent and Defendant in the Cause of these Interrogatories Named that he this Deponent has known Chungleroy Modelliar the said Petitioner twelve Years or Thereabouts this Deponent Saith he doth also know Edward Lewcock the Respondent about Eight or Ten Years and this Deponent Saith he Knows Francisco Xavier Pirandao de Souza about Years or Thereabouts and Saith he is not to this First Interrogatory

8th ------ To the Eighth Interrogatory this Deponent Saith he was on a Time present when the Defendant Demanded of the Petitioner to Deliver back unto him the said Defendant in the Bill of Sale of the Interrogatories Named the Bill of Sale of his Houses in Part of the said Petitioner, this Deponent Saith the said Defendant did frequently and at Various Times Urge and Desire Armand this Deponent Saith he was on a Day present when the said Defendant in the Bill of Sale of these Interrogatories Named did Bid and Desire the said Petitioner to Deliver him the Bill of Sale of his Houses and this Deponent Saith he does not Recollect that

the said Defendant Bid or Desired the said Petitioner but this Deponent Recollects that the Defendant Bid or Desired the said Petitioner to Deliver him the China Bazar Street near and Called the said Petitioner in the China Bazar and that the the Bill of Sale of the said Houses of the said Edward Lewcock this Deponent Saith that the said Petitioner to Endeavour the said Defendant Bid or Desired the said Petitioner to Deliver him the Bill of Sale of the said Houses that the Lewcock, that the said Edward Lewcock might Have the said two Houses sold, and pay himself what was due to him by the Defendant and the said Defendant Agreed to pay the Court Charges, Fees and further this Deponent Saith he Would the said Edward Lewcock would pay the Sheriffs

9th ------ To the Ninth Interrogatory this Deponent Saith that the said Chungleroy Modelliar the Petitioner in the Title of these Interrogatories Named did on the Month of November One Thousand Seven hundred and Eighty five Come to the Houses of this Deponent and Desired this Deponent to Write a Letter at the same Time the said Petitioner came to this Deponents House, Narrissen Rodrigues was then there, this Deponent saith that the said Chungleroy Modelliar, the Petitioner in the Title of these Interrogatories Named did propose in a Paper that the said Petitioner Wished that the said Deponent would Endeavour that the said Petitioner would Make this Deponent a present this Deponent Saith the said Petitioner said that if the this Deponent would Endeavour to Get the said Defendant aforesaid to Write to the said Petitioner Selling the said two Houses to the said Petitioner this Deponent Saith he Would then give this Deponent a present this Deponent Saith that the said Petitioner did desire this Deponent to present the said Defendant with a Thousand Pagodas to Reward the

the Sale of the said Two Houses to him the said Petitioner This Deponent
Saith the said Petitioner did tell him this Deponent that the
said Petitioner would advance him the said Defendant as much
and what Sum or Sums of Money he the Defendant would de-
=sire that the Petitioner would assist the Defendant in carry-
=ing on his Cause then depending in Court against the said Respon-
=dent, To wit Edward Lewcock Esquire the said Cause then
depending in the Honble the Mayor's Court wherein the said Respon-
dent Provided the said Defendant would duly Acknowledge the
Sale to be just This Deponent Saith he did agree to assist
Comply with the said Request of the Petitioner This Deponent
Saith his Reason for refusing to Comply with the Petitioners
desire was that the This Deponent knew the said Defendant
were much Engaged to the said Edward Lewcock by the said
Defendant and further This Deponent cannot depose to the
Nineth Interrogatory

10th ------ To the tenth Interrogatory This Deponent saith that on the
eighth of February One Thousand seven hundred and eighty six the
Defendant filed the Bill of Interrogatories Mentioned in the
Petition of the said Defendant praying for the Petitioner
This Deponent and the said Marcus Rodrigues to appear and
Answer the said Bill of Interrogatories and that the said Mar-
cus Rodrigues and several other people were present at This Depo-
nents House at the Time Limited in the said Defendant This Depo-
nents Said Bill of Interrogatories but This Deponent and the said
Rodrigues do not remember any Answer the said Defendant
of the said Respondent made to the said Edward Lewcock This
Deponent Saith the said Mr Mecanjeany the said Defendant to the

knowledge of This Deponent Refused to Comply with the said
Respondent Requesting the said Answer; purporting that
he the said Respondent would Discharge the Demands
of the said Defendant and would Defray the
Charges Incurred by the said Respondent and
This Deponent Saith he the said Defendant Refused to
Sheriffs Fees This Deponent further Saith that the said Defen-
dant in the said Bill of Interrogatories Named did at the
Time of serving the Answer of the said Respondent, desire him
This Deponent and the said Marcus Rodrigues to persuade
the said Respondent to accept of the said Proposal and that
This Deponent and the said Rodrigues accordingly persuaded
and the Respondent to accept of the said Answer made and offered
to him by the said Defendant and further This Deponent
Saith None of the Interrogatories
Saith he did tell the said Mr Mecanjeany that the said
Knowledge he the said Mr Mecanjeany had of any Matter or Thing
for the said Thing touching the Matters in Question, that he would

To the Honble Sir Adam Gordon Knight Chief Justice and the
Hon Deputy Assistant Judges of His Majesty's Supreme Court

J. Cruse
Esq

Mayor's Court
Madrasspatnam } Between Complaint Medallion
Petitioner and Edward Lewis Respon-
dent Cause thereto for Deputy Disqualifi-
cation of the said Edward Lewis Complain-
ant and Francisco Xavier Brandão de
Souza Defendant

On the Part of the Respondent

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

Daniel Mc Kenzie Inhabitant of Madras aged Thirty
Years or thereabouts being produced as a Witness in this Cause on the Part
of the Respondent was on the Twenty Seventh Day of August One Thousand
Seven Hundred and Eighty Seven Sworn and Examined by Mr Charles
Baker who is Attorney for the Petitioner by means of a Sworn Tamul
also by Thomas Mateer of the Name Settled and Place of Abode of whom
Deponent had a Knowledge and Was Sworn and Examined
Deponent Saith as follows viz

1st ——— To the first Interrogatory this Deponent saith that he knows
the parties Petitioner and Respondent named in this Cause and this Deponent
saith to the rest of the Interrogatories so named and this Deponent
saith he has known Hugh Shee Seven Years and Six Months
or thereabouts And this Interrogatory further this Deponent

2d ——— To the Second Interrogatory this Deponent saith that the
Respondent shewed to him the Petitioner's Examination
Marked with the Letter C in a Cause pending between Francisco Xavier
Brandão de Souza the Hon Deponent sorts the Petitioner a certain
House Situated in China Bazar Street the property of the said
said Francisco Xavier Brandão de Souza and this Deponent
saith that Francisco Xavier Brandão de Souza set
and subscribed the said Petitioner's Examination and this said
Francisco Xavier Brandão de Souza and this Deponent
saw the said the Plaintiff Petitioner subscribing his Name to the said
Writing this Deponent saith that he has read over the said
Writing this Deponent by the Defendant in the Suit
wherein this Deponent saith that he is acquainted with the
Handwriting of the said Petitioner and this Deponent saith
that the Signature to the said Petitioner's Examination
is the Handwriting of the said Petitioner and this Deponent
saith that the said Petitioner's Examination Marked C this Deponent
saith the said Petitioner saw the said Petitioner subscribe
Interrogatories so named Deponent saith that he has no Interest
Right to the said House or Property in the said House
to this Cause and Deponent saith that he has not been
either by the Defendant the Petitioner or any other person
Persuaded to Swear, that the said House was mortgaged

Lend to the said Defendant some pounds the Quantity of Sugar
and did or did not the Defendant some time after the Receipt
of the said Liquors till You that he had agreed with the said
Petitioner, and the Petitioner promised and engaged himself
the Defendant to save the Two Houses Mortgaged to the Peti-
dent from being Sold on Account of the Mortgage on the
the Petitioner certain Rewards if the Houses were Saved from being
Sold by the Respondent by order of the Mayor's Court and did You
or did You not appear for some Court of the Respondent upon
thing & Year what was the Defendant's Answer in Consequence
and was or was not a Bill of Sale or some other Writings for
that purpose made out by the said Petitioner and
Defendant in Your presence and were or were not the same
Antedated & Year to what Time of the Petitioner should
or You knew have heard and believe with the Answers from
Your knowledge Information and Belief

2d Ditto 3d. Did You or did You not Lately undertake into and
of the before said Houses & Year by the Mayor's Court and
and was or was not the Defendant's Houses and
did You or did You not ask the Defendant why he was looking
at the said Houses and had he or no Answer and what
Conscience that the same was his Property & What was
Reported to have been Sold to the Petitioner and what the Mayor
did the Defendant make any Consequence Declare

4th Ditto 4th. Do You know or not any other Mayor's Court
You have or can You for any thing touching the Premises
in Question in this Cause that any thing to the Benefit and

Advantage of the Respondent & Year Declare the same
& You shall be thereunto particularly Interrogated

J. Popham
Attorney for Respondent

Mayor's Court
Madrespatnam

Between Chingleput Moodelliar
Petitioner and Edward Lewis Respon-
dent touching a Cause depending
Wherein the said Edward Lewis Com-
plainant and Francisco Xavier Bran-
dão de Souza Defendant
On the Part of the Respondent

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

Don Mariano Matheo Pacheco of Fort St. Mary's
Inhabitant Aged 27 Years or thereabouts being Produced & Sworn
in this Affair On the Part of the Respondent Saith on the 8th Day of July
1787. Signified at the Office of Mr. Charles Baker who is Attorney for
the Petr by Venkatachellam Canadey Servant Who also left Minda Moota of the
Name Title and Place of Abode of the said Deponent and the Interpreter
the Same Day being Sworn and Examined Deposeth as follows viz.

To the First Interrogatory this Deponent saith He Knows
Know the Petitioner Chingleput Moodelliar in this Affair
and that He has so known for Since the Year One Thousand
Seven Hundred and Eighty Five And that for the Space of
Respondent Edward Lewis for the Space of Three Years or there-
has so known for Since the Year One Thousand Seven Hundred and Eighty Four

That he did know the Defendant Francisco Xavier Brandão de Souza and that he has been known unto him Years or thereabouts and more Saith to this Interrogatory

2nd To the Second Interrogatory this Deponent saith he hath been sometimes in the Town Goal of the Hon.ble the Mayors Court at Madraspatnam along with the Defendant and that he hath seen of these Interrogatories Name the Defendant Edward Lewcock that the Defendant frequently did borrow and Lend Money of the Petitioner to the said Goal and that he has been present when the Petitioner and Defendant have had Conference with him that the Petitioner has lent a quantity of Liquors to the Defendant and that the Defendant sometimes after the Liquors were sold did pay unto the Petitioner Money and that he has been present when the Petitioner and Defendant did Agree with the said Petitioner not to Lay any Mortgage to the Defendant to Secure the Loan Money Mortgaged to the Respondent being Sold and Disposed of for the said Petitioner Allowing the Petitioner certain Rewards of the Money Wines and Spirits being Sold by the Respondent by Order of the Mayors Court which this Deponent is Eager to Give Credit to as he has been present when the Petitioner has Lent Money to the Defendant and that he has been present when the Petitioner and Defendant have had Conference with him that the Petitioner has Lent a quantity of Liquors to the Defendant and that the Defendant sometimes after the Liquors were sold did pay unto the Petitioner Money and that he has been present when the Petitioner and Defendant did Agree with the said Petitioner not to Lay any Mortgage to the Defendant to Secure the Loan

With the Defendant in the Bill of Interrogatories Named
of Year at the House of the said Defendant Commodious
said Goal and did on the said Defendant often Times threaten
entended to Arrest the Petitioner and the Bill of Interrogatories
Named and did on the said Defendant Bills of Sale
the Petitioner also and the Bill of Interrogatories Named
said Goal and had Threatned and Endeavoured
or did Arrest the said Petitioner afterwards to the said Defendant
Sum and what Quantity of Liquors and Goods the
Defendant contained in the Bill of Interrogatories
You that the said Petitioner and the Petitioner
Promised and Engaged himself to the Defendant to Secure the
Two Houses Mortgaged in the Petitioner and Securing the Bill
Account of the Mortgage and Allowing the Petitioner credit
by order of the Hon'ble Court and the Honourable Board
Sum and Debts of the respective Persons mentioned in
the Defendants Answer and Consequence and Answerable
all Bills of Sale and Assignments of Mortgage to that purpose and
the Goods by the said Petitioner and Defendant and Your Honour
and was or was not Excluded of Year last
Length of Time Related the whole as Your Honour shall Judge
Evidence in the Premises and Your Honour shall be Pleased

and Relief

Bill &c. Did Your Orator and Petitioner Lodge and Enter
Out of the aforesaid House of Year Depending
inhabited and was in and the Defendant the said
House and did Your Orator and Petitioner Lock the Defendant by

To Francisco Vanier &c. Did the Defendant or Defendants
bonds and shall the Year of his Leaving made a fictitious
Bargain and Sale of the two Houses in the Petitioner in
the Bill of Interrogatories Named of Year or that Time
did the same made a fictitious Sale, did the said Time
or Times other Time Will You Shall Neither Received from the Peti-
any Sum or Sums of Money in Consideration of the said Bar-
gain and Sale and if the same Shall be Truly Answered
You or would Year the said Defendant
procured Deed from the said Bargain and Sale of Year in Bar
Sold or did the said Defendant Give the said House
Subject to Your Order and Controul and Any Right from
or Authority from the said House either to Dispose or Mort-
gage the same to any Person or Persons in the Year of Our
Lord One Thousand Seven Hundred and Eight Score and Eight
Your Knowledge Consent or Approbation or did or Did
the Defendant Some Time in the Year of Our Lord
Thousand Seven Hundred and Eight Score and Eight Mortgage
Year to Below or Unto the said Year or Did Year
from the Rents and Profits Thereof Sufficient Year or Did Year
Notes Hire of Year Letters and the Right Thereof
Honour give Unto a Duly Executed Mortgage

Prayed your Honor to Order the Defendant to
shew cause why the granting of the said Commission
Mortgaged the said Houses and premises to the Petitioner
in the Bill of Interrogatories Mentioned and that
the Defendant
might be Ordered to Answer the said Bill of
Interrogatories and that the Petitioner might be
Decreed to have the said Houses to the Petitioner
his Executors and Administrators for the Residue
of the Term of Years in the said Mortgage
Mentioned Subject to the Equity of Redemption
of the Defendant And that the Bargain was Made
and Concluded in the Year of Our Lord One Thousand
Seven
Hundred and Eighty Two as the Defendant
in the Plea of Interrogatories Mentioned And
that the Petitioner Entered into the Possession
of the said Houses and Premises and Received
the Rents and Profits thereof for the Space of
Three Years and upwards And that the Petitioner
did not Receive any Part of the Rents and Profits
of the said Houses to the Petitioner's Use
Nor Ever Demanded the same of the Defendant
Nor Ever Knew that the Bargain was Made and
Concluded as aforesaid Nor Ever Assented to
the Defendant's Redeeming the said Houses
Nor Ever Received any Part of the Money
Mentioned in the said Mortgage And that the
Petitioner Ever Since the Year of Our Lord One
Thousand Seven Hundred and Eighty Two
Hath Been and Still is Ready to Account
for the Rents and Profits of the said Houses
and Premises to the Defendant as he Should
Direct And that the Petitioner Hath Been
Informed and Believes that the Defendant
Hath Sold and Disposed of the said Houses
and Premises to Some Person or Persons
Unknown to the Petitioner And that the
Defendant Hath Received the Money Arising
by the Sale thereof And that the Defendant
Hath Refused to Account with the Petitioner
for the Rents and Profits of the said Houses
and Premises and to Pay the Money Arising
by the Sale thereof to the Petitioner And
that the Petitioner Hath Applied to the
Defendant to Account with the Petitioner
for the Rents and Profits of the said Houses
and Premises and to Pay the Money Arising
by the Sale thereof to the Petitioner But
the Defendant Hath Refused and Still Refuses
so to do To the Intent therefore that the
Petitioner may be Relieved in the Premises
According to Equity and Good Conscience
May it Please your Honor to Grant unto
the Petitioner His Majesty's Most Gracious
Writ of Subpoena to be Directed to the
Defendant Thereby Commanding Him at a
Certain Day and under a Certain Pain
therein to be Limited Personally to Appear
before your Honor in His Majesty's Court
of Chancery in this Province and then and
there to Answer the Premises and to Stand
to Perform and Abide such Order and Decree
therein as to your Honor Shall Seem Meet
And the Petitioner Shall Ever Pray &c

To Thomas Shelton Esqr Solicitor
Employed by the Petitioner

Thomas Shelton Esqr Solicitor for the Petitioner Produced
Prayed the Writ of Subpoena Prayed in the Petition
Ordered that the Writ of Subpoena Issue as Prayed

Returnable Forthwith

Thomas Shelton Esqr Solicitor for the Petitioner Produced
the Writ of Subpoena Issued Returnable Forthwith
Ordered that the Defendant Appear Gratis and
Answer Instanter

Thomas Shelton Esqr Solicitor for the Petitioner Produced
the Writ of Subpoena Issued Returnable Forthwith
and the Defendant Appearing Gratis and Answering
Instanter and Thereupon Moved that the Petitioner
might Produce in Court the Deeds Mentioned in the
Bill of Interrogatories Marked with the Letter A
and Read the Same Ordered that the Petitioner
Produce the Deeds Mentioned in the Bill of
Interrogatories Marked with the Letter A

Thomas Shelton Esqr Solicitor for the Petitioner Produced
the Deeds Mentioned in the Bill of Interrogatories
Marked with the Letter A and Read the Same
Ordered that the Petitioner Produce the Deeds
Mentioned in the Bill of Interrogatories Marked

Defendant for the said Issues Against the Respondent to pay the
fees for the said Advertisements & if Yea! the said Respondent
Ought not to pay the same and if Yea! in what Proportion
did the Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Twenty Seventh Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Twenty Eighth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Twenty Ninth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Thirtieth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Thirty First Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Thirty Second Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Thirty Third Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Thirty Fourth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Thirty Fifth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Thirty Sixth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Thirty Seventh Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Thirty Eighth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Thirty Ninth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Fortieth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Forty First Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Forty Second Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Forty Third Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Forty Fourth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Forty Fifth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Forty Sixth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Forty Seventh Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Forty Eighth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Forty Ninth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Fiftieth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Fifty First Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Fifty Second Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Fifty Third Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Fifty Fourth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Fifty Fifth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Fifty Sixth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Fifty Seventh Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Fifty Eighth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Fifty Ninth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Sixtieth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Sixty First Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Sixty Second Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Sixty Third Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Sixty Fourth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Sixty Fifth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Sixty Sixth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Sixty Seventh Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Sixty Eighth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Sixty Ninth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Seventieth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Seventy First Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Seventy Second Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Seventy Third Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Seventy Fourth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Seventy Fifth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Seventy Sixth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Seventy Seventh Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Seventy Eighth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Seventy Ninth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Eightieth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Eighty First Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Eighty Second Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Eighty Third Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Eighty Fourth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Eighty Fifth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Eighty Sixth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Eighty Seventh Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Eighty Eighth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Eighty Ninth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Ninetieth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Ninety First Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Ninety Second Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Ninety Third Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Ninety Fourth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Ninety Fifth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Ninety Sixth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Ninety Seventh Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Ninety Eighth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the Ninety Ninth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundredth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and First Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Second Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Third Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Fourth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Fifth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Sixth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Seventh Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Eighth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Ninth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Tenth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Eleventh Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Twelfth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Thirteenth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Fourteenth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Fifteenth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Sixteenth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Seventeenth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Eighteenth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Nineteenth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Twentieth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Twenty First Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Twenty Second Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Twenty Third Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Twenty Fourth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Twenty Fifth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Twenty Sixth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Twenty Seventh Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Twenty Eighth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Twenty Ninth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Thirtieth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Thirty First Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Thirty Second Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Thirty Third Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Thirty Fourth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Thirty Fifth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Thirty Sixth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Thirty Seventh Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Thirty Eighth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Thirty Ninth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Fortieth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Forty First Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Forty Second Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Forty Third Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Forty Fourth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Forty Fifth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the One Hundred and Forty Sixth Interrogatory Do you or Either of you
Know or Have Reason to Believe that the Defendant the
Petitioner or did the said Thomas during the time the
Advertisements were affixed at the Door of the said House
often Yea or Nay and that the said Deed or Lease did make
that the said Advertisements were so affixed and Duly
did they say as to that Recital

To the

Mayor's Court Madrasapatnam.

Between Thompson Moodelly Petitioner and Edward Lewis Respondent touching Cause shewn for Depositions whereon the said Edward Lewis was Complainant and Francisco Xavier Brandão Ribeyra Defendant

On the Part of the Respondent

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

Manoel Antonio Pinto de Miguis Merchant Inhabitant of Madras Aged forty six Years or thereabouts being produced and Sworn in this Affair on the Part of the Respondent saith on the twelfth day of October One Thousand Seven Hundred and eighty seven Signified at the Office of Mr Charles Baker who is Attorney for the Petitioner by two of my Servants who also left Notice of the Name Title and Place of Abode of the said Deponent and the Servants on the same Day being Sworn and Examined Deposeth as follows Viz.

2d. To the 2d Interrogatory this Deponent saith that about three Years succeeding the Year One Thousand seven hundred and eighty four the Hon.ble the Mayors Court at Madras gave Judgment in favour of Francisco Xavier Brandão Ribeyra the Defendant in the Suit of this Interrogatory mentioned Name this Deponent saith that he and Francisco Xavier Brandão Ribeyra the Defendant in the Suit of this Interrogatory named Were Committed to the Custody of the Hon.ble the Mayors Court of Madras upon the Suit of the Respondent in the Suit of this Interrogatory Name this Deponent

Deponent saith that the said Defendant in the Suit of this Interrogatory named did during his Confinement in the said Choultry of the Hon.ble the Mayors Court of Madras put in several Petitions to the said Court praying to be discharged from his Confinement and that the said Court did Order and Direct that the said Defendant should enter into Recognizance with Sureties for his Appearance to answer the Complaint of the said Respondent in the Suit of this Interrogatory named and that after the said Defendant had entered into the said Recognizance with Sureties he was discharged from his Confinement this Deponent saith that he was present at the Choultry of the Hon.ble the Mayors Court of Madras when the said Defendant in the Suit of this Interrogatory named entered into the said Recognizance with Sureties and that

houses were saved from being sold by the Respondent in the
Title of these Interrogatories Named by order of the Worshipful
the Mayor's Court of Madraspatnam This Deponent saith that
as this Deponent hath the said Defendant Nicholas Willis Covenant
= ants to him This Deponent hath every reason to believe of the
Possibility of such a thing being able to be carried under stood
This Deponent saith that the said Defendant in the Title
of these Interrogatories Named Nicholly that he knew
What he was about This Deponent said that he was
Present and did the Commissioners the Petitioner and Defend
were employed writing a Paper, but This Deponent saith
that it was wrote in English which being a Language
This Deponent does not understand Therefore cannot positively
say what was the purport of the said writing but This Deponent
said that from the suspicious Conversation that had passed
between This Deponent and the said Defendant in the
Title of these Interrogatories Named Relating to the
Possibility of such a thing being able to be carried under stood
This Deponent saith that the said Defendant in the Title
of these Interrogatories Named Nicholly that he knew
What he was about This Deponent said that he was
Present and did the Commissioners the Petitioner and Defend
were employed writing a Paper, but This Deponent saith
that it was wrote in English which being a Language
This Deponent does not understand Therefore cannot positively
say what was the purport of the said writing but This Deponent
said that from the suspicious Conversation that had passed
between This Deponent and the said Defendant in the
Title of these Interrogatories Named Relating to the
Place or Scheme the said the said Petitioners were about to
respecting the said two houses This Deponent saith that
said Defendant requested that the said Writing was a Bill of
Sale or some other Writing to that purpose This Deponent
said this is positively to the Contents of the said Paper
And further this Deponent saith not to this or the
second Interrogatory

3 To the third Interrogatory This Deponent saith that on the
time the or about the month of the said Defendant
said houses This Deponent said the said houses was then
inhabited

inhabited by one Antonio Lazarathus Deponent saith that
the Defendant in the Title of these Interrogatories named was
then in the said houses This Deponent saith that the
said Defendant Nicholas Willis Deponent saith that the
Named by him was looking at the said houses and that the
Master in Chancery in his own Conscience thought was
his property at this time the said houses was ordered to be
delivered to the Petitioners in the Title of these Interrogatories
Named This Deponent saith that the said Defendant in
the Title of these Interrogatories Named, did not take part
or kind of Answer whatever to what this Deponent had
so said to him and further this Deponent saith not to
the third Interrogatory

To the last Interrogatory This Deponent saith that on the
seventh day of this present Month of October in the Year of
Our Lord One thousand seven hundred and eighty seven
he This Deponent was in the said Defendant's house when
the Defendant in the Title of these Interrogatories Named
came to the said Deponent's house and desired him the said Depo-
said Deponent to go and deliver to the said Defend-
dant Five Title Deeds of these Interrogatories named for what
he had done Pursuant to the said Deponent's order the said
by the Petitioners in the Title of these Interrogatories Named
Terms of Sale of the said houses and that the said Peti-
tioners would have them by the said Deponent further
in the Deponent's Possession this Deponent further
said that at the same time the Defendant told the said Deponent
that

houses were saved from being sold by the Respondent in the
Fifth of the Interrogatories Named by order of the Honble
the Mayors Court of Madraspatnam This Deponent saith that
at the time the said Defendant did the Circumstances
Tended to bind This Deponent hereupon to the Best of the
Possibility of such a thing being able to be answered Further
This Deponent saith that the said Defendant in the Fifth
of these Interrogatories Named did Reply that he knew
What he was about This Deponent saith that he was
Present and in the Room when the Petitioner and Defend-
ant were employed Writing a Paper, but This Deponent
that it was wrote in an English Character being a Language
This Deponent Knows not to understand Neither cannot positively
say what was the purport of the said Writing but This Deponent
Said that from the Circumstances that had passed
between This Deponent and the said Defendant in the
Fifth of these Interrogatories Named This Deponent
Knows the Petitioner was about to prepare
Securities for the said two houses This Deponent saith that
Said that he suspected that the said Writing was a Bill of
Sale or some other Writing to that purpose This Deponent
Said that he is positively Ignorant of the Date of the said Paper
And further to this Deponent saith as to this or the
Second Interrogatory

To the Third Interrogatory This Deponent saith that in the
Time in or about the Month of July last past in the house of the
said two houses This Deponent saith that the said house was then

inhabited by one Antonio Farara This Deponent saith that
the Defendant in the Fifth of these Interrogatories named was
then in the said house This Deponent saith that he did
ask the said Defendant in the Fifth of these Interrogatories
Named directly if he was looking at the said house and that he
Must in Honour in his own Conscience then answer
his property to all of the said house was agreed to have
been sold to the Petitioner in the Fifth of these Interrogatories
Named This Deponent saith that the said Defendant in
the Fifth of these Interrogatories Named did make no sort
or kind of Answer whatever to what This Deponent had
said to him and further This Deponent saith as to this
or the Third Interrogatory

To the Fourth Interrogatory This Deponent saith that on the
Seventh Day of this present Month of October in the Year
Our Lord One thousand Seven hundred and eighty Seven
he This Deponent was in the said Defendants house when
the Defendant in the Fifth of these Interrogatories Named
came to the said Respondents house and desired him the said Respon-
dent to go and look at the said two houses which the said Respon-
dent did accordingly and returned home to the said Defend-
ant in the Fifth of these Interrogatories named for what
he had done, Present at the same time the said Defendant and
the Petitioner in the Fifth of these Interrogatories Named
This Deponent saith that the said Defendant told the said Pe-
titioner that the two houses and that the said Petitioner
Seemed to be willing to take them on Mortgage
Since we could have them being sold from under us
in the Respondents Possession This Deponent further
Said that at the same time the Defendant told the Respondent that

That the Answer mentioned to the Petitioner that he would make out the Bill of Sale provided the Petitioner paid the Bill of the Answer Interrogatories Named he would pay the Mortgage; and that the Petitioner had agreed with him so, and had got a Bill of Sale in Consequence from him the said Defendant, and he the Defendant Executed the Deposition presence on the same day till the Respondent that he had offered and intended of communicating this transaction to him the Respondent but was prevented doing so by the Petitioner and this Deponent doth further not know of any other matter or thing over that he hath or can set forth any thing touching the Matters in this Cause May he and so forth to the benefit and Advantage of the Respondent And further this Deponent saith not to the 4th or last Interrogatory

J. Chase
Cas

Mc Anna Jr.

Mayor's Court
Madras ss

Between Changleng Moodelliar Petitioner and Edward Lewcock Respondent and Antonia Caetano Defendant

Where the said Edward Lewcock and Changleng Complainant and Francisco Xavier Braudao de Souza Defendant

On the Part of the Respondent

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

Shanmoochellum Moodelliar Inhabitant of Madras Dubash aged Twenty eight or Thirty Nine Years or thereabouts being produced a Witness in this Cause on the Part of the Respondent was on the Thirteenth Day of October One Thousand Seven hundred and eighty Seven duly sworn and Examined at the Office of Mr Charles Baker where he is Attorney for the Petitioner by one of his Servants Translator being first duly Sworn and Affirmed to Interpret Truth between the Parties and the Oaths of the said Deponent and Examined Deponeth as follows viz

1st ---- To the first Interrogatory this Deponent saith he doth know the Petitioner in the Bill of this Interrogatories Named and has known him the said Petitioner three four or five Years this Deponent saith he doth also know Edward Lewcock the Respondent in the Bill of this Interrogatories Named and has known him eight or Nine Years and this Deponent knows Antonia Caetano and Francisco Xavier Braudao de Souza the Defendants in the Bill of this Interrogatories named and has known them eight or Nine Years and further this Deponent saith not to the first Interrogatory

2d ---- To the second Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories Named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the second Interrogatory

3d ---- To the third Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the third Interrogatory

4th ---- To the fourth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fourth Interrogatory

5th ---- To the fifth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fifth Interrogatory

6th ---- To the sixth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the sixth Interrogatory

7th ---- To the seventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the seventh Interrogatory

8th ---- To the eighth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eighth Interrogatory

9th ---- To the ninth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the ninth Interrogatory

10th ---- To the tenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the tenth Interrogatory

11th ---- To the eleventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eleventh Interrogatory

12th ---- To the twelfth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the twelfth Interrogatory

13th ---- To the thirteenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the thirteenth Interrogatory

14th ---- To the fourteenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fourteenth Interrogatory

15th ---- To the fifteenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fifteenth Interrogatory

16th ---- To the sixteenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the sixteenth Interrogatory

17th ---- To the seventeenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the seventeenth Interrogatory

18th ---- To the eighteenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eighteenth Interrogatory

19th ---- To the nineteenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the nineteenth Interrogatory

20th ---- To the twentieth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the twentieth Interrogatory

21st ---- To the twenty first Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the twenty first Interrogatory

22d ---- To the twenty second Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the twenty second Interrogatory

23d ---- To the twenty third Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the twenty third Interrogatory

24th ---- To the twenty fourth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the twenty fourth Interrogatory

25th ---- To the twenty fifth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the twenty fifth Interrogatory

26th ---- To the twenty sixth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the twenty sixth Interrogatory

27th ---- To the twenty seventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the twenty seventh Interrogatory

28th ---- To the twenty eighth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the twenty eighth Interrogatory

29th ---- To the twenty ninth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the twenty ninth Interrogatory

30th ---- To the thirtieth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the thirtieth Interrogatory

31st ---- To the thirty first Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the thirty first Interrogatory

32d ---- To the thirty second Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the thirty second Interrogatory

33d ---- To the thirty third Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the thirty third Interrogatory

34th ---- To the thirty fourth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the thirty fourth Interrogatory

35th ---- To the thirty fifth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the thirty fifth Interrogatory

36th ---- To the thirty sixth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the thirty sixth Interrogatory

37th ---- To the thirty seventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the thirty seventh Interrogatory

38th ---- To the thirty eighth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the thirty eighth Interrogatory

39th ---- To the thirty ninth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the thirty ninth Interrogatory

40th ---- To the fortieth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fortieth Interrogatory

41st ---- To the forty first Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the forty first Interrogatory

42d ---- To the forty second Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the forty second Interrogatory

43d ---- To the forty third Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the forty third Interrogatory

44th ---- To the forty fourth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the forty fourth Interrogatory

45th ---- To the forty fifth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the forty fifth Interrogatory

46th ---- To the forty sixth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the forty sixth Interrogatory

47th ---- To the forty seventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the forty seventh Interrogatory

48th ---- To the forty eighth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the forty eighth Interrogatory

49th ---- To the forty ninth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the forty ninth Interrogatory

50th ---- To the fiftieth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fiftieth Interrogatory

51st ---- To the fifty first Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fifty first Interrogatory

52d ---- To the fifty second Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fifty second Interrogatory

53d ---- To the fifty third Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fifty third Interrogatory

54th ---- To the fifty fourth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fifty fourth Interrogatory

55th ---- To the fifty fifth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fifty fifth Interrogatory

56th ---- To the fifty sixth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fifty sixth Interrogatory

57th ---- To the fifty seventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fifty seventh Interrogatory

58th ---- To the fifty eighth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fifty eighth Interrogatory

59th ---- To the fifty ninth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the fifty ninth Interrogatory

60th ---- To the sixtieth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the sixtieth Interrogatory

61st ---- To the sixty first Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the sixty first Interrogatory

62d ---- To the sixty second Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the sixty second Interrogatory

63d ---- To the sixty third Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the sixty third Interrogatory

64th ---- To the sixty fourth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the sixty fourth Interrogatory

65th ---- To the sixty fifth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the sixty fifth Interrogatory

66th ---- To the sixty sixth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the sixty sixth Interrogatory

67th ---- To the sixty seventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the sixty seventh Interrogatory

68th ---- To the sixty eighth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the sixty eighth Interrogatory

69th ---- To the sixty ninth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the sixty ninth Interrogatory

70th ---- To the seventieth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the seventieth Interrogatory

71st ---- To the seventy first Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the seventy first Interrogatory

72d ---- To the seventy second Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the seventy second Interrogatory

73d ---- To the seventy third Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the seventy third Interrogatory

74th ---- To the seventy fourth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the seventy fourth Interrogatory

75th ---- To the seventy fifth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the seventy fifth Interrogatory

76th ---- To the seventy sixth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the seventy sixth Interrogatory

77th ---- To the seventy seventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the seventy seventh Interrogatory

78th ---- To the seventy eighth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the seventy eighth Interrogatory

79th ---- To the seventy ninth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the seventy ninth Interrogatory

80th ---- To the eightieth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eightieth Interrogatory

81st ---- To the eighty first Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eighty first Interrogatory

82d ---- To the eighty second Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eighty second Interrogatory

83d ---- To the eighty third Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eighty third Interrogatory

84th ---- To the eighty fourth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eighty fourth Interrogatory

85th ---- To the eighty fifth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eighty fifth Interrogatory

86th ---- To the eighty sixth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eighty sixth Interrogatory

87th ---- To the eighty seventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eighty seventh Interrogatory

88th ---- To the eighty eighth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eighty eighth Interrogatory

89th ---- To the eighty ninth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the eighty ninth Interrogatory

90th ---- To the ninetieth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the ninetieth Interrogatory

91st ---- To the ninety first Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the ninety first Interrogatory

92d ---- To the ninety second Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the ninety second Interrogatory

93d ---- To the ninety third Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the ninety third Interrogatory

94th ---- To the ninety fourth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the ninety fourth Interrogatory

95th ---- To the ninety fifth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the ninety fifth Interrogatory

96th ---- To the ninety sixth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the ninety sixth Interrogatory

97th ---- To the ninety seventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the ninety seventh Interrogatory

98th ---- To the ninety eighth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the ninety eighth Interrogatory

99th ---- To the ninety ninth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the ninety ninth Interrogatory

100th ---- To the one hundredth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundredth Interrogatory

101st ---- To the one hundred first Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred first Interrogatory

102d ---- To the one hundred second Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred second Interrogatory

103d ---- To the one hundred third Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred third Interrogatory

104th ---- To the one hundred fourth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred fourth Interrogatory

105th ---- To the one hundred fifth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred fifth Interrogatory

106th ---- To the one hundred sixth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred sixth Interrogatory

107th ---- To the one hundred seventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred seventh Interrogatory

108th ---- To the one hundred eighth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred eighth Interrogatory

109th ---- To the one hundred ninth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred ninth Interrogatory

110th ---- To the one hundred tenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred tenth Interrogatory

111th ---- To the one hundred eleventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred eleventh Interrogatory

112th ---- To the one hundred twelfth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred twelfth Interrogatory

113th ---- To the one hundred thirteenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred thirteenth Interrogatory

114th ---- To the one hundred fourteenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred fourteenth Interrogatory

115th ---- To the one hundred fifteenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred fifteenth Interrogatory

116th ---- To the one hundred sixteenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred sixteenth Interrogatory

117th ---- To the one hundred seventeenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred seventeenth Interrogatory

118th ---- To the one hundred eighteenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred eighteenth Interrogatory

119th ---- To the one hundred nineteenth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred nineteenth Interrogatory

120th ---- To the one hundred twentieth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred twentieth Interrogatory

121st ---- To the one hundred twenty first Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred twenty first Interrogatory

122d ---- To the one hundred twenty second Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred twenty second Interrogatory

123d ---- To the one hundred twenty third Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred twenty third Interrogatory

124th ---- To the one hundred twenty fourth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred twenty fourth Interrogatory

125th ---- To the one hundred twenty fifth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred twenty fifth Interrogatory

126th ---- To the one hundred twenty sixth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred twenty sixth Interrogatory

127th ---- To the one hundred twenty seventh Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred twenty seventh Interrogatory

128th ---- To the one hundred twenty eighth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred twenty eighth Interrogatory

129th ---- To the one hundred twenty ninth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred twenty ninth Interrogatory

130th ---- To the one hundred thirtieth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred thirtieth Interrogatory

131st ---- To the one hundred thirty first Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred thirty first Interrogatory

132d ---- To the one hundred thirty second Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred thirty second Interrogatory

133d ---- To the one hundred thirty third Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred thirty third Interrogatory

134th ---- To the one hundred thirty fourth Interrogatory this Deponent saith he doth believe the Contents in the Bill of this Interrogatories named to be true to the Knowledge of this Deponent as the Respondent Edward Lewcock informed this Deponent of the same and further this Deponent saith not to the one hundred thirty fourth Interrogatory

135th ---- To the one hundred thirty fifth Interrogatory this

title of these Interrogatories named Hers Deponent saith that
was Very ignorant that the said Defendant having the
time he frequented the said Respondents House Hers Deponent
Said that she was sent Thursday to the House of Hers Hers Deponents
Recollection about three Years ago at the house of the Respondent
and the title of these Interrogatories Named when the Defend
beat the Petitioner and the title of these Interrogatories Named
and the China Bazar Hers Deponent Saith that the
Defendant and the title of these Interrogatories named
he did so beat the said Petitioner Hers Deponent Saith that
said Defendant did make Answer and say that he
for so beating the Petitioner was that he had given the Bill of
Sale to the Petitioner and the title of these Interrogatories Named
which was a fictitious one and was given merely to screen the
house from falling into the hands of his Creditors Hers
Deponent Saith she was present when the said Defendant
the title of these Interrogatories Named did mortgage the
said house to the Respondent and the title of these Interrogatories
Named for a sum of Money Hers Deponent Saith that upon
of the said Mortgage Was paid to the Defendant by the Respondent
Hers Deponent Saith that the said Defendant and the title of
these Interrogatories Named did give a bill of Sale for the
Execution of the said Mortgage to Notor Public to the said Respon
dent Addressed to Mr Joseph Shaw the Register of the Court
Log Court Hers Deponent Saith the Respondent is the said Notor
Marshal Hers Deponent was informed for by the said Mr

Joseph

Joseph Shaw Register of the Court Log Court Town aforesaid and
Bill of Sale in the Name of the Defendant for the said House
house Hers Deponent Saith that the Respondent and the
title of these Interrogatories Named did deliver unto him
Hers Deponent the said Notor Public so Addressed to Mr
Joseph Shaw for him Hers Deponent the carry to the said
Mr Joseph Shaw Hers Deponent Saith she did so carry
the said Notor Public to the said Mr Joseph Shaw the Register
of the said Court Log Court and Mr Shaw then Gave
Orders for an Advertizement to be affixed at the Door of the
said House and Requested the said Mr Joseph Shaw
the Register of the said Court Log Court to Indorse the
as near as Hers Deponent remembers to the effect
to carry the same into effect and the Hers Deponent Saith that
Advertizement to the Hers Deponent Saith that the said
Door of the said House Hers Deponent further Named did
Defendant and the title of these Interrogatories
Assure the Respondent Further that he was to come to
Named for Discharge of the said Mortgage the said Court
the said Mr Joseph Shaw the Register of the said Court
Court for the said Advertizement to be affixed on the said House
of the said Defendant House Hers Deponent Saith that the
Log the said Advertizement was affixed on the
Door of the Defendant House and the said Mr Shaw
and the title of these Interrogatories Named did

Joseph

frequently and at many and sundry times go and ride
More that Street during the time that the said Advertizement
were so affixed and the said Defendant knows this Deponent
saith that he does not know whether or not the said Petitioner
did take down or that the said Advertizement was so affixed
on the house of the Defendant in the Bills of these Interrogatories
Named and further this Deponent saith not to this
first Interrogatory

To the last Interrogatory this Deponent saith that he has
delivered the said Notice to the Mr Joseph Shaw the
Register of the said Chancery Court for the said Mr Joseph
Shaw did and a Bricklayer Mason by and a Convict by
Mistake and this Deponent knows the said house this Deponent
saith that sixteen months ago in the house of the Respondent
Bills of these Interrogatories Named and the said Respondent
answered this Deponent knows the said Mason by and the said
Convict by to the house of the Defendant and the said
of these Interrogatories Named and this Deponent
saith that did do and this Deponent saith that the said
Defendant did desire the said two people to affix the Advertizement
to this Deponent saith that the said Advertizement
were so affixed and this Deponent saith that after this
the Defendant in the Bills of these Interrogatories named, this
this Deponent and the Bricklayer Mason by and Convict by
did return together to the house of the Respondent in the Bills
this Interrogatories Named and the said Mason by and the said
Convict by this Deponent knows of this first and they the said
Mr Joseph Shaw this Deponent has before set for the

said that sixteen Pages of the Mortgage Money in
lieu the Value of the Respondent for the purpose of defra-
ying all the Charges this Deponent saith that on the
day of the present Month of October the Defendant went
into Mr Dacres the house of the Respondent in the Bills of
these Interrogatories Named and the said Mr Dacres
had a long Conference with the said Respondent the part
of this Deponent knows and this Deponent saith
that Justice she was having the said Respondent to know
requested the house of the Respondent she would allow the Defend-
in the Bills of these Interrogatories Named to wait to and
the said Respondent this Deponent saith this Defendant
had four Accomplices in the house they the said Defendant did
cause this Deponent saith that the said Mason by to go to
the house of the Respondent in the Bills of these Interroga-
tories Named during the time two or three other people
were at the said house and this Defendant this Deponent
said that a Conference with them for some time and
and different subjects and also he the said Defendant
did declare to the said Respondent that this
Defendant was confined with the Petitioner and the Bills
Servant Conveyance from which this Deponent saith that
of these Interrogatories Named and this Deponent saith
Defendant had the time was one other people
a Bill of Sale and did go to the said Bill of Sale by pursuance
the Mayor Bailiffs and Burgesses Standers and Neighbours Inhabita-
ing

ought to bind as the same time that the Answer in question should
been previously mortgaged to the Respondent and the Bill of the
Interrogatories annexed and therefore that the said Defendant
had Reason to Petition to be discharged and relieved from the Respondent
for the Amount of the said Mortgage and the said Respondent
Professes and that the Defendant said by the Bill of
three Interrogatories annexed Ridiculously Proposed
in the Bill of those Interrogatories Mainly that the said
same did Reason the said Petitioner to be unjustly effected Upon
as would procure the said Defendant to release from the
said Town Goal the Petitioner in the Bill of those Inter-
rogatories Mainly did further Ask the Respondent in the Bill
of those Interrogatories Mainly that the said
Petitioner Things and Many Other Matters false
One thousand Six Hundred and Eighty Eight the said
Defendant and the said Respondent have Mainly Agreed
Sometimes that the One Abraham Angelier Company should
Reconciliation together—The Defendant said by the said Defendant
in the Bill of those Interrogatories Mainly did Answer the
the Respondent in the Bill of those Interrogatories Mainly
the Defendant said that the said Defendant did in the Evening
of the same Day Return to the House of the Respondent and had
another Conversation with the Respondent on the Eighteenth
Respondent Month the Defendant said that the said Defendant
in the Bill of those Interrogatories Mainly Denied that
the House of the Respondent and Desired Mr Portugez Mainly

Named Marcel Rodrigues to write a Letter Purporting
as in the Defendant in the Bill of those Interrogatories
Named in Which the Defendant said that
time took Mercy upon and of his pocket Drew a Bill
the Defendant upon his Signature to and Delivered the said
Marcel Rodrigues to whose Purport and Effect the Letter had
Respondent to and the said Defendant thereupon
the Respondent the Land bind a Sea and some Days the Letter
the Respondent gave to the Defendant but Ridiculously
in the said Defendant took his Horse Bridle from
Letter the said Defendant in the Bill of those Interrogatories
his Said Answer Duly Ridiculously Denied the
Said Defendant in the Bill of those Interrogatories
Relieved the said Letter and Contents to the
in the Bill of those Interrogatories Mainly that
day of this same Month of October the said Defendant
Defendant in the said Answer again to the Answer of the Respondent
but that finding him the said Respondent had Evaded
Defendant Prayed for some Time and that the Respondent
and their Mistaway and further that Defendant said that
Counsel know of any Thing that Might tend to
of any Matter touching the Cause and Respondent in the Bill of those
the Benefit or Advantage of the Respondent in the Bill of those
Interrogatories Mainly Dare and Further the Defendant said
to the Bill of those Last Interrogatory

Sworn at the Office
Exd

Further Additional Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a Certain Matter now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Chinglorey Mordellearis Petitioner and Edward Lewcock Respondent in a Cause heretofore Depending Wherein the said Edward Lewcock was Complainant and Francisco Xavier Brandão de Souza Defendant. On the part of the Respondent

To all the Witnesses. Do You or do You not know the Parties Petitioner and Respondent and the Defendant in the Title of these Interrogatories Named or any and which of them If Yea how long have You to known them or any of them

To Luis Arnald
Abram Angell
Narcissus Rodrigues
and João de Deos

Were You or were You not present on the Seventh of this present Month of October in the Year of Our Lord One Thousand Seven hundred and Eighty Seven or at some other and what time when the Defendant came to the Respondent House and did the Defendant or did he not in Your Present beg the Respondents Pardon and to Excuse him for what he had done and did the Defendant or did he not tell the Respondent that the Bill of Sale now in Question in this Matter regarding the Defendants Two Houses was drawn in Goal some time in the Year of Our Lord One Thousand Seven hundred and Eighty Six when the said Defendant Was Committed there at the Suit of the said Respondent and did the Defendant or did he not Declare in Your Presence that the said Petitioner came to him after in Goal and

and Promised to Release him and give him a Sum of Money for his Maintenance if he would give the said Bill of Sale and did or did not the said Defendant also Declare that he told the said Petitioner that the said Houses were Mortgaged in the Respondents Hands for a Sum of Money and that he must pay the said Mortgage Release him from Goal and Maintain him and did or did not the said Defendant assure You that he does receive the Rents of the said Houses to this day and did he or did he not shew You a Writing to that purport Signed by the said Petitioner was You or was You not also present when the Defendant Declared that he had received no more than One hundred Pagodas or thereabouts of the Purchase Money altho he had given a Bill of Sale to the Petitioner for the Sum of Eight Hundred Pagodas

To all the Witnesses. Do You know of any other Matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this Cause that may Serve to the Benefit and Advantage of the Respondent If You Declare the same as If You had been thereunto particularly Interrogated

S. Popham
Attys for Respt

Mayor's Court
Madraspatnam

Between Cunglenga Moodelliar
Petitioner and Edward Lewis Pillai
grandson & Executor of Dya Dia
Wherein the said Edward Lewis is
Complainant and Francisco Xavier
Brandão Souza Defendant

On the Part of the Respondent

Deposition of Thomas Fisher Clerk in the Cause
before the Examiner in the Court of Request

Luis Antonio a Native and Inhabitant of the Black Town of Ma-
in the East Indies Aged forty Years or thereabouts being duly
-ne in this Affair on the Part of the Respondent sworn on the holy
Second One Thousand Seven Hundred and Eighty Seven before
the Office of Mr Charles Baker who is Attorney for the Petitioner by Con
-sent Servant to whom also left Hindu Made of the Name Pillai Dya
Abode of the said Deponent and being first sworn deposeth Saying
Sworn and Examined Deponeth as follows viz

To the first Interrogatory for this Deponent saith that he
was known Cunglenga Moodeliar the Petitioner in the
of these Interrogatories Named this Deponent saith that
Court known Edward Lewis Pillai Complainant in the
of these Interrogatories Named and have known him
the said Complainant in the Title of these Interroga-
Named for the space of seven or eight Years last Past this Depon
-ent saith he does also know Francisco Xavier Brandão de
Souza the Defendant in the Title of these Interrogatories Named

Named and knows him the said Defendant in the
Title of these Interrogatories Named for the space of eight
or Nine Years last past this Deponent saith he
His first Interrogatory

To the second Interrogatory for this Deponent saith he has seen
One Hundred and Seventy Pagodas One Thousand Seven Hundred and
Eighty Seven which the Respondent in the Title of these
Interrogatories Named as in the Title of these Interrogatories Named and
the said Respondent in the Title of these Interrogatories Named
the Defendant in the Title of these Interrogatories Named stating
together but for this Deponent saith he did not hear what the
said Respondent in the Title of these Interrogatories named and
the said Defendant in the Title of these Interrogatories named
talking about this Deponent saith the Respondent
in the Title of these Interrogatories Named & the Petitioner
in the Title of these Interrogatories Named Dya this Deponent
saith he was present at the time Cunglenga Moodeliar
mentioned in the Question in this Cause Regarding the said
sum in Question in this Cause and this Deponent saith he
to the Defendant in the Title of these Interrogatories named and
Nineteen Hundred and Eighty Six when the Defendant in the
Title of these Interrogatories named did Execute a Note of Hand
of the Respondent in the Title of these Interrogatories named
Deponent saith he did see the Defendant in the Title of these
Interrogatories named & Petitioner in the Title of these
Interrogatories named Deponent saith he did not hear the Defendant
in the Title of these Interrogatories named Deponent

Mayor's Court
Madrasspatnam

Between George Stodhart
Petitioner and Edward Lewis Au-
gustus Lind Cause Lind before Deponent
Where and Whereof Edward Lewis Lind
Complainant and Francisco Xavier
Braud de Souza Defendant

On the Part of the Respondent.

Deposition of Witness taken in the Cause Lind
before the Examiner in the Cause following

Luis Annaldo a Writer and Inhabitant of the Black Town of Ma-
in the East Indies Aged forty Years or thereabouts being duly sworn
-ness in the Affair on the Part of the Respondent saveth the following Depo-
-sition on the Interrogatories to him Exhibited by
the Office of Mr Charles Baker their Attorney for the Petitioner by
of my Servant to whom also I left Minds & Notes of the Matters following
Abode of the said Deponent saveth as aforesaid Deponent
Sworn and Examined Deponeth as follows viz.

To the first Interrogatory the Deponent saith that he
well knows George Stodhart the Petitioner in the
Interrogatories Named & the Deponent saith
does know Edward Lewis Lind the Complainant in the
Interrogatories Named and knows him
the said Complainant in the Bill of the Interrogatories
Named for the Space of twelve Years & the Depo-
saith he does also know Francisco Xavier Braud de
Souza the Defendant in the Bill of the Interrogatories

Named and knows him the said Defendant in the
Bill of the Interrogatories Named for the Space of eight
or nine Years Last past & the Deponent saith
the first Interrogatory

To the second Interrogatory the Deponent saith that he
Considers the Month of October One Thousand Seven Hundred and
Eighty Seven as the Time of the Respondent first Arrival in the Bill of the
Interrogatories Named & the Deponent saith that he
the said Respondent in the Bill of the Interrogatories Named and
the Defendant in the Bill of the Interrogatories Named talking
together, but the Deponent saith he did not hear what was the
said Respondent in the Bill of the Interrogatories named and
the said Defendant in the Bill of the Interrogatories named Discourse
Interrogatories and Answers in the Bill of the Interrogatories named &
in the Bill of the Interrogatories Named that the Bills of Lad-
-ing and Invoices in the Cause Regarding the Wares & Merchandize
in the Interrogatories Named & the Deponent saith that
Seven Hundred and eighty six when the said Defendant sold the
Bills of the Interrogatories named to the said Respondent
of the Respondent in the Bill of the Interrogatories named the
Deponent saith he did not hear the Defendant in the Bill of the
Interrogatories named & the said Petitioner in the Bill of the
Interrogatories named Discourse together & the said Defendant
in the Bill of the Interrogatories Named [illegible] the said

Defendant

Defendant in the Fifth of those Interrogatories Named was in fact
and had promised to Release him the said Defendant in the
Fifth of those Interrogs Named and give him the said Defendant
in the Fifth of those Interrogatories named a Release of Money for
him the said Defendants Maintenance if the said Defendt
in the Fifth of those Interrogatories Named would give him the
said Petitioner in the Fifth of those Interrogatories Named Such
Bill of Sale this Deponent saith he did see and hear the Defendant
in the Fifth of those Interrogatories Named tell the Deponent in
the Fifth of those Interrogatories Named that the said Defendt
in the Fifth of those Interrogatories named at the time he did
tell the Petitioner in the Fifth of those Interrogatories named
that the said Lewis was then engaged in the Lands of this Deponent
in the Fifth of those Interrogatories Named for a Sum of Money
and that he the said Petitioner in the Fifth of those Interrogs
Named Mortgay the said Mortgage to Lewis then the said
Defendant in the Fifth of those Interrogatories named for Security
and Maintenance him the said Defendant in the Fifth of those
Interrogatories Named this Deponent saith that the Defendt
in the Fifth of those Interrogatories Named did never to any
time that this Deponent that the said Defendant
in the Fifth of those Interrogatories named did receive the Land
of the said Lewis but this Deponent saith that the said Defendant
in the Fifth of those Interrogatories named did never at any
time pay to this Deponent a Shilling for
that purpose signed by the Petitioner in the Fifth of those Interrogs
Named

Named saith that the said Defendant in the Fifth of those Interrogatories
Named had received a Sum of One hundred Star Pagodas of the
Named had likewise received Sum of One hundred Star Pagodas of
the said Defendant in the Fifth of those Interrogatories Named had
given a Bill of Sale to the Petitioner in the Fifth of those Interrogatories
Named for the Sum of Eight hundred Star Pagodas this Deponent
this Deponent further saith to the Second Interrogatory
to the Last Interrogatory this Deponent saith the Deponent
knows of any other matter or thing ever can be this Deponent to set forth
any other Matter or thing touching the Matters in Question in
this Cause that it can be for the benefit or Advantage of the Deponent
in the Fifth of those Interrogatories Named and more this
Deponent saith more to this Last Interrogatory

S.r Anne

L.r Chase
&c

Mayor Court at Bittoor Chingleput Madelliarie.

Petitioner and Edward Lewis Deponent
in a Cause now depending between
the said Edward Lewis the Complainant
and Francisco Xavier Pereira de Souza
Defendant

Cuddalore the 29th of the September

Deposition of Narcisso Rodrigues a Portuguese Native and Inhabitant of the Black
Town

Francis Madrapathan an Indian East Indies Aged forty four Years or thereabouts being produced as a Witness in this Affair on this Affair on the Part of the Respondent Mason the third Day of November One Thousand Seven hundred and eighty Seven Sworn & Examined at the Office of Mr Charles Baker one of the Attorneys for the Petitioner by one of the Swearers to whom also he first signed a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz

To the first Interrogatory in this Deponent saith he does know Mr Humphrey Mordellian the Petitioner in the Title of these Interrogatories named and has so known him for Years last Past To the second Interrogatory this Deponent saith he does know Edward Lewcock in the Title of these Interrogatories named and he has so known the said Edward Lewcock three Years or thereabouts last Past To the third Interrogatory this Deponent saith he does know Francis Xavier Brandon de Souza the Defendant in the Title of these Interrogatories named and has so known the said Francis Xavier Brandon de Souza for Years or thereabouts last Past To this first Interrogatory this Deponent cannot depose

To the Second Interrogatory this Deponent saith he was present on the Seventh Day of last March being the Month of July in the Year of Our Lord One Thousand Seven hundred and eighty Seven when the Defendant in the Title of these Interrogatories named came to the House of the Respondent in the Title of these Interrogatories named and this Deponent saith the Defendant in the Title of these Interrogatories named did then & there in the Presence of this Deponent & the Respondent in the Title of these Interrogatories named and the said Edward Lewcock declare that the said Petitioner had not any Right Title or Interest in the Ship Ganges or her Cargo and that the said Petitioner had no Property in the Ship Ganges or her Cargo and that the said Petitioner had no Property in the Ship Ganges or her Cargo and that the said Petitioner had no Property

Thereto said Defendant in the Title of Their Interrogatories Named
from Goa and that the Said Petitioner named & examined
him Thereto said Defendant Their Deponent saith that Thereto said Defen
in the Title of Their Interrogatories named did Upon him the
Deponent That he the Said Defendant Were Related by Lawful
Ties of Blood to Thereto said Two Cousins to Wit Their Deponent both
Thereto said Defendant in the Title of Their Interrogatories Named
did Acknowledge Their Deponent & Nothing Else that to Said Defendant
Pursuant Signed by the Said Petitioner in the Title of Their Inter
rogatories Named Their Deponent further saith that Thereto said
Defendant was also present When Thereto said Defendant in the
Title of Their Interrogatories named did declare that he Thereto said
Defendant had Known no more than One Hundred Pardaos
or Thereabouts of the purchase money all which he Thereto said Defen
in the Title of Their Interrogatories named did Confess
Petitioner in the Title of Their Interrogatories named to be
Sale for the Sum of Eight Hundred Star Pagodas Which more he
Their Deponent Saith not to the Same Interrogatory
To the Last Interrogatory he Their Deponent Saith that he does
know of any other matter or thing more or Else touching
Set forth in any other matter or thing touching the Same Thereto
Question in the Cause that can any ways Lead to the benefit
or help of the least Advantage of the Said Defendant in the Title of Their
Interrogatories named and More he Their Deponent Saith
Not to Their Interrogatory

J. Chase
Exr

Jno. de Rodrigues

Mayors Court
Madrasjpatnam

Between Chenglevy Modelliar
Petitioner and Edward Lyncock Res=
pondent Finds Cause thereto for Defending
pursuant Unto a Commission Issued out of
Where the Said Edward Lyncock was
Complainant and Francisco Xavier
Brandao de Souza Defendant
Out there Parts of the Respondent

Deposition

of Their Sworn Taken and Their Cause by and
before the Examiners in Their Court as follows to
Wit

Jono de Dena a Portuguese and Inhabitant of the Town of Madras=
patnam and Upwards of Sixty Years of Age being
Produced Sworn & Witness in this Affair on the Part of the Respondent was on the
first Day of November One Thousand Seven Hundred and Eighty Seven
Examined at the Office of Mr Charles Baber whose Attorney for the Peti=
tioner by One of my Servants who also Interpreted Notes of the Same Testimony
Place of Abode of the Said Deponent and Interpreted as follows to
Sworn and Examined Deponent that as to the
1st ——— To the First Interrogatory he Their Deponent Saith that he the
Knows Chenglevy Modelliar the Petitioner in the Title of Their
Interrogatories named and Knows him the Said Petitio
about Four Months Their Deponent Saith that he Edward
Lyncock the Respondent in the Title of Their Interrogatories Named
and Knows him Since Two or One Years or Thereabouts
Their Deponent Saith that he does Know Francisco Xavier de Brandao
de

de Souza the Defendant in the Bill of these Interrogatories
Named and has so known unto the said Defendant these
twenty Years or thereabouts Ready where he this Deponent
saith Direct to this first Interrogatory

2 ——— To the second Interrogatory he this Deponent saith he
Present on the Seventh Day of this Instant Month being the Month
of October in the Year of Our Lord One Thousand Seven hundred
and Eighty Seven, when he the Defendant in the Bill of these
Interrogatories named came to the House of the Respondent
in the Bill of these Interrogatories Named this Deponent
saith that the Defendant in the Bill of these Interroga tories
Named did beg of the said Respondent for Loan and the said
said Defendant did beg of the said Respondent in the Bill
of these Interrogatories Named Several times unto the said Defend
in the Bill of these Interrogatories named for that the said
Name this Deponent saith that the said Defendant in the
Bill of these Interrogatories Named did tell the Respondent
in the Bill of these Interrogatories Named that the Bill of
Sale therein in Question in this matter regarding the said
Defendants House House was drawn in Goal some time in
the Year of Our Lord One Thousand Seven hundred and
Eighty Six when and at the time the said Defendant in the
Bill of these Interrogatories Named was committed there to
is so say to the said Goal at the Instance of the Respondent in the
Bill of these Interrogatories named this Deponent saith that
the said Defendant in these Interroga tories named did desire
this Deponent to procure Declare that the said Petitioner in the

the Bill of these Interrogatories Named and the said
said Defendant when he the said Defendant was in Goal and
Prevailed to Release and the said Defendant and give him the
said Defendant Assurance of Money for him the said Defendant
Mandamus of the House Defendant would give him the
Petitioner in the Bill of these Interrogatories Named the said
Bills of Sale this Deponent saith that the said Defendant in
the Bill of these Interrogatories named did declare to the
Respondent in the Bill of these Interrogatories Named that the
the said Defendant told the Petitioner in the Bill of these Interro
Named that the said House were mortgaged in the hands of the
Respondent in the Bill of these Interrogatories named for a
Sum of Money and that the said Mortgage Release him the
Interrogatories Mortgage the said Mortgage Release him the
said Defendant in the Bill of these Interrogatories Named some
the said Goal and that the said Petitioner in the Bill of these
Interrogatories Named Mandalo mai estand Lugyartim
said Defendant in the Bill of these Interrogatories ××××××
Named this Deponent saith that the said Defendant that
Deponent that the said Defendant in the Bill of these
Interrogatories Named did Assure him the said House and the
said House and this Deponent saith that the said Defendant
Deponent to Write to the said Respondent in the Bill of these
said Petitioner the Bill of these Interrogatories Named the
Deponent saith that the said Defendant in the

Xaviers House, and on the West side of Suncaramah's Street
East side of Tonderoy Moodeleys House, In Witness whereof
I have hereunto Set my hand in Madras this Second day
of August One Thousand Seven Hundred and Eighty five

Witness's
Nar.ᵒ Rodrigues

Fran.ᶜᵒ Xᵉʳ Brandão de Sᵃ

Extract from the Minutes of a Court Held at the Town Hall
on Saturday the 22. Day of November Anno Domini 1788

Present

Edward Garrow Esquire Mayor
William Webb Sir John Menzies Baronet
George Savage Vincentio Corbett
Josias Du Pré Porched and Andrew Ross
Aldermen

Edward Lewcock
vers.
Francisco Xavier Brandão de Souza

Petition with Copies of Several Exhibits Annexed Marked A B C D & E Read
Answer with two Exhibits Annexed Read
Interrogatories on the Part of the Petitioner with Copy of One Exhibit Annexed
Marked A Read
Three Depositions taken thereunto Read
Additional Interrogatories on the Part of the Petitioner with of three
Papers Marked C D & E Read
Nine Depositions taken thereunto Read The Witness No. 3. 7. & 10. did not
Appear for Examination

Additional Interrogatories on the Part of the Petitioner with One Exhibit
delivered in by the Respondent in the Proceedings in this Matter Read
Two Depositions taken thereunto Read The Witness No. 1. did not Appear
for Examination
Interrogatories on the Part of the Respondent with two Exhibits Annexed Read
Three Depositions taken thereunto Read
Additional Interrogatories on the Part of the Respondent Read
One Deposition taken thereunto Read
Further Additional Interrogatories on the Part of the Respondent Read
Two Depositions taken thereunto Read The Witness No. 2. did not Appear for
Examination
Further Additional Interrogatories on the Part of the Respondent Read
Three Depositions taken thereunto Read The Witness No. 2. did not
Appear for Examination
Two Exhibits on the Part of the Respondent Read

The Matter in Dispute between the Petitioner Chin-
glerey Moodellear and the Respondent Edward Lewcock Comingon
to be Argued and Determined this day in the Presence of the Attorneys
on both Sides and the Court having had due Consideration thereon
doth think fit to Order and doth Accordingly Order that the Prayer
of the Petitioner Petition be held good and that the Sheriffs Seals be
taken off the Premises in dispute and that each Party do Pay their
Own Costs

A true Extract

Court of Appeals
Madrasapatnam

For Wednesday the 21st January
Anno Domini 1789

Between Edward Lincoch Appellant and
Chinglevy Modelliar Respondent

This Cause coming on this day to be heard and debated
before this Court by the Attorneys on both sides upon hearing the
Petition of Appeal and Answer and the several Exhibits of the
Honble the Mayors Court together with the Order of the said
Court given in this Cause on Saturday the 22d day of November
Anno Domini 1788 Upon due Consideration had of the
Matters therein severally contained and of the Pleadings and
Arguments Used by the Attorneys on both sides This Court
doth think fit to Order and Decree and doth accordingly
Order and Decree that the said Order of the Honble the Mayors
Court do stand affirmed and that the Appellants Petition be
hence Dismissed with Costs

Test

Chas S. White Cl^k

Filed 26th Jany 1788.

To the Honble the Mayor
Court Madrasapatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Brigadier General Richard Smith
by his Attorney Nathaniel Edward Hinderley of Fort Saint George
Esquire that James Callaloo of Fort Saint George Esquire is
justly and truely indebted unto Your Orator as Attorney as afore-
said in the Sum of Four Thousand Nine hundred
and Thirty Eight Pagodas and Twenty Eight Fanams Current
Money of Madras Mahingudee Sterling Money of Great Britain
at the Rate of Eight Shillings Sterwery Pagoda the Sum of Four
Thousand Nine hundred and Seventy four Pounds and Nine Shil-
lings as well Justly and Just Debts and Large Sums of Money
on Obligations and Account Current thereunto Annexed for the
Payment of which this Honble Court and this Your Orator prays may
be Issued Out of this Honble Court the Original Bill of Complaint the Original
Bill Admitted Par Toi of this his Bill of Complaint and Ready to be Produced
Whereupon and Your Orator's Prosecution and Ready to be Produced
to this Honble Court as this Honble Court shall see Cause and Your Orator further
Sheweth unto this Honble Court that he hath frequently and
made Demand of the Honorable Mayors Court Payment from the said
James Callaloo of the said Sum of Four Thousand Nine hundred
and Thirty Eight Pagodas and Twenty Eight Fanams
Notwithstanding the 1st May last Whereupon this Honble
Court the said James Callaloo Obstinately and Contemptuously refuses to
Pay the same or Enter Your Orator any manner of Satisfaction
touching the Premises Your Orator therefore prays a Genl
Relief and that the said James Callaloo may appear Agreeable to
Equity

Equity and good Conscience To the End therefore that the said James Call may upon his Corporal Oath full true direct and Perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as full truely and Effectually to all Intents and Purposes as if the same were here Again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Ten Thousand Nine hundred and thirty Eight Pagodas and twenty Eight fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said James Call to be Summoned and Required by the Sherriff of Fort Saint George Town of Madraspatnam and the districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Perfixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such order and Decree therein as to this Honble Court shall Seem Meet

This Bill was shewn to me to the day of Adjournment Let a Summon Issue and Returnable on Next Court day

This 23^d Jany 1788

Edwd Jh^o Hollond
Mayor

Chas Baker
Att^y for Compl^t

Know all Men by these Presents that I James Call Esqr of Fort Saint George am held and firmly bound unto Brigadier General Richard Smith in the Penal Sum of Seventeen Thousand Seven hundred and Ninety three Pagodas and Twenty four fanams Current Money of Madras to the Payment whereof well and truely to be made to the said Brigadier General Richard Smith has Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators by these Presents In Witness Whereof I have hereunto set my hand and Seal in Fort Saint George this first Day of October in the Year One thousand Seven hundred and Eighty four

Whereas the above bound James Call Esqr Hath Borrowed and Received of the above Named Brigadier General Richard Smith the full and Just Sum of Eight Thousand Eight hundred and Ninety Six Pagodas and thirty three fanams to run at Interest at the Rate of Ten per Cent per Annum Payable in Demand

Now the Condition of this Obligation is such that if the above bound James Call his Heirs Executors Administrators or Assigns shall well and truely Pay or Cause to be Paid unto Brigadier General Richard Smith his Heirs Executors Administrators or Assigns the full and Just Sum of Eight Thousand Eight hundred and Ninety Six Pagodas and thirty three fanams together with such Interest as shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full Force and Virtue

Signed Sealed and Delivered where no Stamp'd Paper is to be had in the Presence of
C. Singanah or Moodooramanah
Vineatachellum

Jno Call (L.S.)

A true Copy
Chas Baker
Att^y for Compl^t

(No. 1)

D.r James Call Esquire in Account Current with Brigadier General Smith by his Attorney Nathaniel Edward Saunderson Esquire — Cr.

1784 Dec.r	1.	To the Amount of your Bond dated this day	2896	33	1786 Dec.r	13.	By Cash Received	230	2
1788 Jan.y	11.	To Interest on Do to this Day 3 Y. 10 M. at 5 ℔ Ct ℔ Annum	216	7	1787 June	6.	By Do	408	33
		To Cash Paid for Registering & Consolidated Bond Deposited & Condemnation by you with Mr Thomas as Security for your Bond Bond dated General Smith Returned being Recognizance of by the General Lord Walsingham & the Same cancelled This Security was taken before the Commencement of your Suit	13	23	1787 Dec.r	23.	By Do	204	7
		To Do Account of Agents in England	8	14	1788 Jan.y	11.	By Interest on the above Amount to this Day at 5 ℔ Cent ℔ Annum Ca 230 2 11 3 26 24 26 Ca 208 33 11 7 5 24 13 Ca 204 7 11 2 16 4 11	53	7
								842	42
								896	4
							By Balance due	1073	28
		Pagonds	1834	32			Pagonds	1834	32

Fort St George this 11th Jany 1788

E. E. & O. Nath.l E. Saunderson

A true Copy
Jno. Baker
Atty for Compt.

(No. 2)

Fort St George Consultation 11th January 1788

Present
The Honble Archibald Campbell Esqr Governor in Council
Sir Eyre Coote Knight of the Bath Commander in Chief
Charles Oakley Esqr
Thomas Graham Esqr
Edward Monckton Esqr
Thomas Hodgkinson Esqr
Thomas Sydenham Esqr
Hugh Boyd Esqr
Thomas Dallas Esqr
Robert Ross Esqr
Thomas Bowdler Esqr
Peter Auriol Esqr
Lieut.t Colonel Kelly Chief Engineer
Lieut.t Colonel Wilkinson Secretary to Council
Lieut.t Colonel Kennaway Commandant of Artillery
Lieut.t Colonel Pater Commandant of Pioneers
Lieut.t Colonel Ross Commandant of Fort St George
Major Gowdie Commandant of Black Town
Major Cuppage Commandant of Choultry Plain
Major Kyd Commandant of Egmore
Major Cockburn Commandant of Mount

the Sanction of an Act of Parliament must depend in the contemplated
Power in the Commissioners for conducting of the said Concern to and between the
Numerous Creditors Must in like manner depend on the same Event
This Defendant saith That as the Interest of Fourteen per Cent at which the
Debts of the said Highness the Nabob formerly Amounted to Six per Cent
and all Vouchers are included in that species of Debt commonly known
and distinguished by the Name of the New Consolidated Debt and as a
Considerable Portion of the Claims of the said Concern and this said
Highness the Nabob is of that Description which Incumbrance of the Debts due
by the said Concern and not any Interest of Fourteen per Cent This Defendant
Cannot swear can the said Concern from any Accurate Statement of the Affairs
Situation of such Concern and its Incumbrances of his power to give to the
Complainant any precise Information respecting the same and he there-
fore cannot ascertain whether the same be sufficient to discharge any
Private Claim or Claims individually except so far as Salary may be due
to from the Concern individual Funds for the said That the said Concern
do receive Income bound by Law to pay off all the Debts of the Concern
pursuant to Funds as aw for that purpose and their Custody give Security
before they can appropriate those Funds to the Liquidation of the Debts of
the Individual Members of the said Concern and that when the Debts
the said Concern shall thereby be discharged Income and not before
the said Concern shall thereby be discharged Income and not before
the partners Share of the Income individually a Right to claim to his separate Benefit
of the Surplus Funds and may individually apply the same to the
Payment of their separate and individual Debts or such other manner
as to them individually shall seem Meet This Defendant saith That
being so circumstanced he shall Use no Right whatever to ask or demand from
the said Concern any grant of the Joint Funds thereof towards the liquida-
tion of his private Debts and does he shall not any Individual Funds
equal to the discharge of the Complainants Demand he can only prosecute

to Mortgage one his separate Property as belonging to him individually
towards securing the payment of such Debt as he may owe the Compts
Which he says he has already done by an offer of a new Consolidated
Bond as appears by the Account Current Annexed to the Complainants
Bill now he is to appear the Complainant by his Attorney received
Three Hundred and Thirty Pounds Leaves to be due Thereon
Would Gladly have Executed a Bond as well as a sufficient Security
This Defendant saith That it Appears of the Complainant to own by
by his Instructions to the said Acting Attorney Nathaniel Edward Rinder
Esq That he did not Look to the Receipt of this Claim on this Defendant for
the said Allowance by his Letter under date the Twenty first May of last Year
Ber last past and which was in the Year of Our Lord One Thousand Seven
Hundred and Eighty Seven Such Bond as the Nature of this
dated Country Bonds is Executed by Persons Inhabiting
Claim but this Defendant Solemnly Declares he believes he has no separate
Right Title Power or property Either over any Country Bond but this
Same is Vested in the said Concern and Engaged for the payment thereof
and That when new Consolidated Bonds already in Court for the
Late Factions of the Complainants Attorneys Thereby grant of the said Funded
Claim on his Highness the Nabob which is the Power of this Defendant
to appropriate to his Individual Property by Interest accruing thereon
on this separate and Individual Debt

This Defendant Lastly says That as the Arrangement
above Made for the Reductions of Interest on the New Consolidated Debt
Was made under and by Virtues of an Act of Parliament for this purpose
Majesty and Several Principles of Law Justice to Interest and Highness
Nawab Lau Nabob of the Carnatic and Chimmera Dependencies and
Such Allowances as have been Settled with His Highness Finances and

and Resources after the heavy Expenses he had incurred by a long and Colonitous War in the heart of his Country so his Creditors who are Sufferers by such Interest have a Claim of Sivilar Indulgence from their Creditors at large by moderating the rigor of the Law and giving time till by a reestablishment of the Public resources of His Highness the Nabob he shall have discharged his debts and the said Concern as Well as his Creditors at large be thereby enabled to discharge their Several Obligations to their respective Creditors and this Defendant Saith that the said Concern hath a Greater right than any other Creditors of His said Highness the Nabob to a relaxation of the said Concern towards the relief of his said Highness in his poletical Exigencies. This Defendt therefore humbly Submitteth to the Consideration of this Honble Court Whether the Complainant should receive any greater Interest than Six Per Cent upon such Original Claim as he may prove to have upon this Defendant. This Defendant further hopes that as he hath offered a fair and Adequate Security for the payment of such debt as he may owe the Complainant that this Honble Court will not give Countenance to the appressive and persecuting Spirit of the Complainant but Postpone any further proceedings in the cause to such future time as may enable this Defendant to discharge all his individual as well as Partnership debts, the period of which indulgence he Submitteth to the Court And he is the more encouraged in the hope of a benigne Attention from this Honble Court to the peculiar circumstances of his Situation Because the Lord Chancellor of Great Britain has set an Example of the Like Clemency and on similar Grounds during the General distresses of the late War by postponing the foreclosure of the Equity of redemption on Mortgaged Estates while the War raged and the price of the Lands was much below their real and Intrinsic Value which case this Defendant Submits is not so forcible as

Expung'd by Order of Court at the hearing of the Cause this 22^d Novr 1788
James Taylor
Reg^r

as this Defendant's whose distresses in part Originated from this Liberal Attention jointly with his other partners in the said Concern to the public and general Weal.

All which matters and things this Defendant is ready and Willing to prove as this Honble Court shall direct and therefore Prays that this Honble Court will make such Order in the premises as under the special circumstances of the Case may be agreeable to Equity and good Conscience.

Jas Call
L. Popham
Att^y for Defend^t

Sworn in Madras
this 8th day of April 1788
Before me
John Menzies Alderman

Filed the 24th June 1788.

The Replication of Brigadier General Richard Smith by his Attorney Nathaniel Edward Henderly of Fort Saint George Esquire Complainant and James Call of the same place Esquire Defendant.

This Repliant by his said Attorney Now and all times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception that may be had or taken to the many Errors Uncertainties and manifest Insufficiencies and Imperfections in the said Defendants said Answer Contained for Replication thereunto or unto Some such thereof as this Repliant is Advised is Material or Necessary for him to make Replication unto he does Reply and say that his Bill of Complaint and

and all and Singular the Matters and things therein contained and
good True certain and Sufficient in the Law to be Answered unto and
Such manner and forms as the same are therein and thereby set forth
and Alledged and that the said Answer of the said Defendant is
Very uncertain and evasive and insufficient and for further Replication
saith that he knows not whether does or doth not this Replicant take
Securities or dealings the said Defendant may have had with
James Taylor and George Savage Senior Merchants in the Island of
the Honble United Company of Merchants trading to the East Indies
or with Andrew Majendie now Alexander or with either of the said
Defendants in Consequence of such Dealings indebted unto them
and Sundry Persons or whether any Period can or cannot be fixed for
a Liquidation thereof to take place This Replicant by his said
Attorney saith that the said Defendant stands justly and truly
indebted to him this Replicant in the Summ charged in and by the
Bill of Complaint filed by this Replicant in this Honble Court
Viz. being an ordinary Bond or Obligation bearing Interest at the
Rate of Fifteen per Cent and which was granted by the said Defendant
in favor of this Replicant for a Summ of Money belonging to this Replicant
and which had been left in the Hands of the said Defendant this
Replicant therefore cannot but express surprize that the said
Defendant pretending to Submit to this Honble Court touching
the Rate of Interest to be fixed on the said Bond should not be ready
and willing to Answer this Defendant so professing and
appearing and prosecuting Suit because he is seeking his Endeavours
to recover his Property this Replicant conceives having right
Will to expect the Justice and Propriety of Answer the said Defendant
professing an equal Desire for this Relief and Obligation by all things
therein before set forth as he has done Against this amended and Reduced

Endeavouring to reduce this Defendant to the Proof thereof by not
fully Admitting it to have been Such
As in Such Matters and things this Replicant
is Ready and Willing to Aver maintain and Prove as this Honble
Court shall direct and humbly Prays as in and by his Bill
of Complaint he has already Prayed
Chas Baker
Atty for Complt

Filed the 12th Augt
1788

The General Rejoinder of
James Callo for Thomas George Esqr
Defendant to the Replication of Brya
dier General Richard Smith by his
Attorneys Nathaniel Edward Lindsley
of Lincolns Inn place Esquire Complainants
Solicitor

This Defendant Now and at all times
hereafter Saving and Reserving to himself all and all manner of
benefit and Advantage of Exception to the many uncertainty and
Insufficiency of the said Replication for Rejoinder saith that this
Defendant to the said Answer is true certain and Sufficient in the Law
to be Replied unto and this Defendant Craves the same to be
taken as already said and well and Sufficiently Answered and
Confessed by him this Defendant all and every the Matters and things therein
Answered to be true and certain and further this Defendant saith
that he is ready and willing to Aver Maintain and Prove as
Honble shall direct and Humbly Pray as in and by his said Answer he
has Alledged and Prayed and this Defendant also
Denies all and singular the Matters and things in the said Complainants
Bill of Complaint Contained Uncertain

Uncertain and insufficient in the Law to be Rejoined unto by the Said Defendant for devers Defects and Imperfections therein Contained

All Which Matters and things this Defendant is Ready and Willing to Aver and prove as this Honble Court shall direct and humbly prays as in and by his said Answer he hath Already Prayed

J. Popham
Att^y for Defend^t

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a certain Cause Depending and it issue in the Honble the Mayors Court at Madraspatnam Wherein Brigadier General Richard Smith by his Attorney Nathaniel Edward Kindersley of Fort Saint George Esquire Complainant and James also of Fort Saint George Esquire Defendant

Vineatachulm

On the Part and Behalf of the Complainant

1st Interrogatory Do You Know the Parties Complainant and Defendant in the Title of this Interrogatories Named or either and Which of them how long have You so known them or either of them Declare

D^o 2^d Interrogatory Look at the Paper Writing now Produced and Shewn to You Marked A Is or is not the same a true Copy of

of the Original Bond or Obligation granted by the above Named Defendant have You or have You not carefully compared the Said Paper Writing Marked A With the said Original Bond so grant by the above Named Defendant to the above Named Complainant

Ditto 3^d Interrogatory Is or is not the Name Jas^r Call Written and Subscribed at the Bottom of the said Original Bond the Proper hand Writing of the above Named Defendant Were You and were You not present at and did You or did You not Set Your Name as a Witness to and for the Execution of the said Original Bond

Interrogatory Lastly Do You know of any other Matter or thing or have You heard or can You Set forth any thing touching the matters in question in this Cause that May tend to the Benefit and Advantage of the Complainant besides what You have been before Interrogated If Yes Declare the same fully and at Large as if You had been thereunto Particularly Interrogated

Chas^r Baker
Att^y for Complainant

Know all Men by these presents that I James Call Esqr of Fort St George am held and firmly bound unto Brigadier General Richard Smith in the Penal Sum of Seven thousand Seven hundred and Ninety three Pagodas and twenty four fanams Current Money of Madras to the Payment whereof well and truly to be made to the said Brigadier General Richard Smith

Smith his Heirs Executors Administrators or Assigns do hereby
bind my self my Heirs Executors and Administrators firmly by these
Presents In Witness Whereof I have hereunto set my Hand and Seal
in Fort St George this first day of October in the Year One Thousand
Seven hundred and Eighty four

Whereas the above bound James Call Esqr Hath borrowed and received of the
above Named Brigadier General Richard Smith the full and just Sum of Eight
Thousand Eight hundred and Ninety Six Pagodas and Thirty three Fanams to
Carry Interest at the Rate of Ten per Cent per Annum payable on Demand

Now the Condition of this Obligation is such that if the above
bound James Call his Heirs Executors Administrators or Assigns
shall well and truly pay or cause to be paid unto Brigadier General
Richard Smith his Heirs Executors Administrators or Assigns
the full and just Sum of Eight Thousand Eight hundred and
Ninety Six Pagodas and Thirty three Fanams together with such
Interest as shall or may become due thereupon then this Obligation
to be void and of no Effect otherwise to remain in full Force and
Virtue

Signed Sealed and Delivered
Whereas Stamp'd paper is to be had in this
Town of ----------

Singanallore Woodoorannah
Venkatachalum

Jno Call Esq

Wm Cory

Step Parker
Atty for Complt

A

This Exhibit Marked A was shewn to Venkatachalum at the
time of his Examination before named on the Part of the Complainant
said

In a certain Cause now depending in the Honble the Mayors
Court at Madraspatnam wherein the said Brigadier General
Richard Smith by his Attorney Nathaniel Edwd Hendersley is
Complainant and James Call Esqr Defendant on the 22 day of
September Anno Domini 1788

J. Chase
Esq

Mayor's Court
Madraspatnam

Between Brigadier General
Richard Smith by his Attorney Nathl
Edward Hendersley of Fort St
George Esquire Complainant and James
Call late of Fort St George Esqr Defendant
On the Part of the Complainant

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

Venkatachalum Dubash to James Call Esqr an Inhabitant of
Madras Aged Thirty Nine Years or thereabouts being produced as
a Witness in this Cause on the Part of the Complt was on the Eleventh day
of Septr One Thousand Seven hundred and Eighty eight Examined at
the Office of Mr Stephen Popham his Attorney for the Defendant by
Order of my Said Honorable Court of Choultry of the Same and Sworn
& Affirmed to speak the Truth the whole Truth and nothing but the
Truth and Examined Deposeth as follows viz

To the first Interrogatory this Deponent saith he has been
Known to Brigadier General Richard Smith the Complainant by

by his Attorney Nathaniel Edward Henderley and has acknown
him twenty Years or thereabouts - this Deponent saith that he does
know James Call the Defendant and has known him twenty
three Years or thereabouts - And answers this Deponent saith unto
this first Interrogatory

2d ---------- To the second Interrogatory this Deponent saith he has looked at
the paper Writing now produced and shewn to him and at this the
time of his Examination Marked with the Letter A purporting
to be a Bond granted by the Defendant in this Cause and this
Deponent saith that the said exhibit Marked A is a true Copy
of the Original Bond die granted by the Defendant this Deponent
saith he hath carefully examined and compared the said
Exhibit Marked A with the said Original Bond so granted
by the Defendant to the Complainant - And answers this
3d ---------- To the third Interrogatory this Deponent saith that the said
James Call Will Husband Subscribed all the Letters of the Original
Bonds the paper hand Writing of the Defendant this Depo-
nent said he was present and did see the said James Call
do duly execute and sign the Original Bond and that this Deponent
Name Vendatur Husband and Subscribed as Witness to
the Original Bonds of this Deponent to own proper hand Writing
And answers said thereto this third Interrogatory

To the last Interrogatory this Deponent saith he knows of nothing
More that can tend to the Benefit of the Complainant and
More saith not to this last Interrogatory

J. Grose
Exr

Wm Hotchkiss

Mayor's Court
Madras Ignatum

Saturday the 22 Day of November
Anno Domini 1788

Present

L.S.

Edward Garrow Esquire Mayor
William Monk — Sir John Menzies Baronet
George Savage — Vincentio Corbett
Isaac Du Pré Porcher and Andrew Ross
Aldermen

Between Brigadier General
Richard Smith by his Attorney Nathaniel
Samuel Edward Henderley of Fort
Saint George Esquire Complainant
and James Callahan of Fort Saint
George Esquire Defendant

This Cause coming on to be Heard and Debated
this day in the Presence of the Attorneys on both sides reading the
Complainants Bill with the Copies of a Bond Obligation and
Agreement thereto annexed the Defendants Answer the Replication
the General Rejoinder the Interrogatories and Depositions on
the Part of the Complainant with the Copy of an Exhibit thereto
Marked A On Hearing the Pleadings made Read by the
Attorneys on both sides Considered Fully had thereon This Court
doth Think fit to Order and Decree and it is Accordingly Order
ed and Decreed that the Defendant do pay unto the Complainant the

the full and Just Sum of Four Thousand Nine Hundred and Thirty Eight Pagodas and Twenty Eight Fanams P.ag.s 4938.28 s.
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

Plus

Court of Appeals
at
Madraspatnam

Wednesday the 21st January
Anno Domini 1789

Between James Call of Fort St. George
Esq.r Appellant and Brigadier General
Richard Smith by his Attorney of the
one part and Edward Saunderson of Fort Saint
George Esquire Respondent

This Cause coming on this day to be heard and debated
before this Court by the Attorneys on both sides upon hearing the
Petition of Appeal and Answer and the several Exhibits of the
Honble the Mayor's Court together with the Decree of the said Court
given in this Cause on Saturday the 22d day of November Anno
Domini 1788. Upon due Consideration had of the Matters therein
severally contained and of the Pleadings and Arguments used by
the Attorneys on both sides This Court do think fit to Order and
Decree and doth Accordingly Order and Decree that the said Decree
of the Honble the Mayor's Court do stand Affirmed and that the

Appellant

Appellants Petition & Decree Dismissed with Costs

Plus Chas. N. White Esq.r

Filed this 12th December 1788

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Loudraigula Luggapah Pantalu
late of Masulipatnam but now of Madras Inhabitant Head Cooley
to Hoyer of Fort Saint George Esquire duly and truly indebted
unto Your Orator in the Sum of One Hundred and
Eighty Three Thousand and Two Hundred and Seventy Pagodas Thirty three
Fanams and Twenty Eight Cash Current Money of Madras Making
in Sterling Money of Great Britain and the Value of Eight Shillings
for every Pagoda the Sum of Seventy two Thousand Nine Hundred and
Eight Pounds Seven Shillings and Three Pence for Three as per
More fully and at large Appear by the Ballance of Account and Account Current
Annexed to Your Orator's Answer to the Original Bill of Complaint of
the said Charles Hoyer to which Your Orator begs Leave to Refer and
Prays the same may be taken as part of this his Cross Bill of Complaint
And Your Orator Sheweth that in the Year of Our Lord One Thousand
Seven Hundred and Eighty Seven he was Ordered Arrested at Madras
by the Honble the Governor and Council and Conveyed as a Guard of Sepoys
Prisoner to Fort St. George where he remained Confined Close Prisoner
after his Arrest on the Eighth day of December and both before
Your Orator considering himself as a Debtor to the said Charles Hoyer

Continued

Inclination and the power to render him those Services he Hath so much
Required to Vindicate him from the Difficulties that Surrounded him
and did Vail Fortune that were in the most Abstracted situation that
after the usual Compliments and Some Necessary Conversation that
Said Charles Floyer Offered to sell to Your Orator five new Consolidated
Bonds of his Highness the Nabob at the discount of Forty per Cent that
Which Your Orator Declined purchasing Remarking thereon that
he was unacquainted with the Value of such Bonds or the principle
upon which they had been granted That the said Charles Floyer then
informed Your Orator that Veraperumaul Pillay could give
him the Necessary Intelligence thereon and Advised him to commun-
icate with him Relative thereto Your Orator further Shews that in
Consequence of such Advice he did Converse with the said Veraperumaul
Pillay respecting the said Bonds and was informed by him that they
Was no certainty in the prices there of as they constantly fluctuated
in their Value but that in general they were sold at Fifty per Cent
discount Your Orator further shews that soon after as forwards
he again Visited and the said Charles Floyer without any intention
of touching on the Business of the said Bonds that the said Charles
Floyer soon brought it forward and positively Very much insinuating
at the same time that he was appointed Chief of Masulipatam and
Visited that he would do any thing for Your Orator would so far
Provide that he would Comply with his Request and purchase the said
Bonds particularly that the said Veraperumaul Procure the Restoration of Your Orators
Measure Which Was a certain Knowledge held by Your Orator Ancestors
but which the Honble Company had been pleased to take into their
Own Possession Together with Your Orators Management the Same
Your Orator then Sold and Received the Amount of Seventeen Thousand
of Ten Thousand Pagodas due to Your Orator from the Honble Company and

Granted to the said Charles Floyer Part of the said Measure Circumstances that were
of the last Importance to Your Orator and which he would fully have
Given the Amount of the said Bonds to have had Realized Your Orator
Therefore and Confiding in the Promises and Assurances of the said
Charles Floyer the said desired of the said five Bonds purchasing the said
Bonds at the agreed Discount Immediately to the Advance of the purchase Money the
said Charles Floyer then Requested that the said Bonds might
Which should be paid immediately all the required was that Security
Part Thereof should be Payable Upon Demand and Bonds for the remain-
ing two Thirds be executed Which Your Orator and Your Orator
further Sheweth that Readily According to such Arrangement and under
Such Consideration above for the Delivered to the said Charles Floyer
a Note of Hand for the Sum of Thirty Three Thousand Eight Hundred
and fifty Six Pagodas Payable on Demand as and for one Third Part of
the purchase Money of the said Consolidated Bonds and also and at
the same time did execute and Deliver to the said Charles Floyer two
Penalty Bonds dated the Fifteenth Day of April One Thousand Seven
hundred and Eighty Eight conditioned for the Payment of the Sums of
Thirty Three Thousand Eight Hundred and fifty Six Pagodas and the
Sums of Thirty Three Thousand Eight Hundred and fifty Seven Pagodas and
Which Bonds were the said Charles Floyer well Knew Your
Orator could not Procure from the said Consolidated Bonds and that he
Orator could not possession of the said Bonds Your Orator was informed
in Justice and Equity Ought to have Received for Security that
the said Charles Floyer that Person about to Depart for Masulipatam and
that the said Appointed to succeed Mr George Stanbrough of Assistant
George Esquire Also Amongst Other Company Effects and Property of
Right and Your Orator then Could have Received from Your Orator and
Transfer the said Charles Floyer Must have Received from Your Orator and
Transfer the said Consolidated Bonds for which Your Orator has
formed
a Mortgage Bond of the said Consolidated

found to have been the Case by having had such Bond shewn to him
for his Observance now recited Mr Executrix there of and believe there
fore that the same was obtained from him under some false
Pretext for the confidence they placed in Mr Shower integrity and good
Faith of the said Charles Floyer and in the sincere Friendship they
believed he entertained for him and from a too Luxious desire of
Pleasing him under the consideration above mentioned Your Orator
Would have signed any thing the said Charles Floyer might have
Presented to him for that purpose And Your Orator further shews to
That the said Charles Floyer And Your Orator did soon after agree
to Sail out for and Arrive at Manalypatam where the said Charles
Floyer did again renew his promises to Your Orator to obtain for him
Five Years continuance in the Management of his Farms for the
Space of Ten Years, to cover from the Company the Arrears of the Annual
Allowance of Two Thousand Pagodas as aforementioned and generally
that he would render him every other Service in his power to your former
and in order the More effectually to impose upon and deceive Your
an the Mind of Your then informed him that by Order of the Honble the
Court of Directors he was to be continued in the Office of Manage
=ship for Three Years - And Your Orator shews to that the said
Charles Floyer having by such Artful Conduct and false promises
Worked upon the credulity of Your Orator did plausibly insinuate
to Your Orator that he ought to make him the said Charles Floyer an
handsome Compensation for such the Services he had promised to
render and the consideration of the imminent trouble he must be put
=ting to by Sickness and the great Interest he would be obliged to make use of
to that end Besides Your Orator having no other Way of
to the said Charles Floyer to give him and the Sum of Eight Thousand
Madras Pagodas then for pledging himself at the same time that he

should not fail in case he would return the same to Your Orator
Which deceived by the specious Arguments urged by the said Charles
Floyer and deluded by the Assurances of that sincere Friendship and
Paternal Regard the said Charles Floyer had so often professed for him did
fall into the Snare laid by the said Charles Floyer and agreed to pay to him
the said Sum of Eighty Thousand Madras Pagodas for and in Consi=
=deration of the said promised Services and under the provisoe and
by the said Charles Floyer in case of failure therein as above mentio=
=ned And Your Orator shews that in consequence of the said
Agreement he did at several times pay unto the said Charles Floyer
in part of the said Sum of Eighty Thousand Pagodas the Sum of Seventy
One Thousand Nine hundred and four Madras Pagodas Seventy
five Fanams and forty Nine Cash - And Your Orator further shews that
he was also at different times and upon various Occasions thereunto
=cularly stated in the Accounts Current hereunto Annexed desirous
being thereunto had may Appear present to the said Charles Floyer
or to his Master the Sum of Four Thousand Eight hundred Madras
Pagodas which said Sum of Fifty four Thousand two hundred
and fifty Nine Pagodas Eight Fanams and Twenty Eight Cash Seventy
One Thousand Nine hundred and five Pagodas Seventy four Fanams
and forty Nine Cash and Four Thousand Eight hundred Madras Pago
Together with the Interest at the rate of five per Cent and thereabouts
due thereon was particularly set forth in the Accounts Current thereunto
Annexed respectively being thereunto had may Appear and the
said Sum of One hundred and Eighty Thousand Two hundred and
Seventy Pagodas Thirty three Fanams and Twenty eight Cash Current
Money of Madras and for which Your Orator has brought this his
Bill of Complaint and that the said Charles Floyer stands justly
and

and truly indebted to Your Orator in the said Sum of One hundred and Eighty Thousand Two hundred and Seventy Pagodas Thirty three fanams and twenty eight Cash and that Your Orator has a right to come for and recover the same will the humbly conceives fully Appear to this Honble Court from the several Matters and things herein before mentioned and set forth by Your Orator and also from the following Clause of an Act of 13: Geo: 3. entitled "An Act for establishing certain Regulations "for the better management of the Affairs of the East India Company "as well in India as in Europe" And be it further enacted by the "Authority aforesaid, That from and after the First Day of August "One thousand Seven hundred and Seventy four, no Person holding "or exercising any Civil or Military Office under the Crown or the said "United Company in the East Indies shall accept receive or take directly "or indirectly, by himself or any other person or persons in trust for "or for the Use or Benefit of, and from any of the Indian Princes or Powers, "any Gift Donation, Gratuity or Reward, pecuniary or otherwise upon "any Account, or on any Pretence whatsoever, or any Promise or Engage- "ment for any Present, Gift Donation, Gratuity or Reward, And if "any Person holding or exercising any such Civil or Military Office "shall wilfully or any such Offence, and shall be thereof legally convicted "in the Supreme Court at Calcutta or in the Mayors Court in any of the "said United Company's Settlements where such Offence shall "have been committed, every such Person so convicted shall forfeit "Double the Value of such Present, Gift Donation Gratuity or Reward, "so taken and received; One Moiety of which Forfeiture shall be to the "said United Company, and the other Moiety to him or them who shall "inform or prosecute for the same, and the Court shall and may hear the Cause "by the Oaths of the Governor and Council of the Presidency or Settlement where

"Where the Offender shall be convicted, unless such Person so convicted "and sentenced shall give sufficient Security to remove "himself or themselves within Twelve Months after such Conviction." And Your Orator shews that he has already herein before shewn that the Transactions relative to the said several Sums of Fifty five Thousand Two hundred and Fifty three Madras Pagodas eight Fanams and Twenty eight Cash, Seventy One Thousand Nine hundred and five Fanams and forty Nine Cash and four Thousand Eight hundred Madras Pagodas do come immediately under and within the Letter and Spirit of the said Clause of the said Act of the 13. Geo. 3. for that the said Negociations respecting the pretended purchase of the said Consolidated Bonds was entered into and agreed upon in consequence of the said Charles Floyer's performing certain important Services for and on the behalf of Your Orator And the said Consolidated Bonds have been delivered to him by the said Charles Floyer as a Reward for the same Services and Like Sums were accordingly paid and Given by Your Orator over and above the Sum of Money which he the said Charles Floyer agreed to pay for the said Bonds to him the said Charles Floyer as aforesaid And Your Orator further shews that the said Sums of Money so paid and given by Your Orator to the said Charles Floyer were contrary to the Intentions of the said Act of Parliament and that the said Charles Floyer is not entitled to the Benefit thereof nor to retain the same against Your Orator And Your Orator further shews that the said Charles Floyer well knowing the Premises and that the said Sums of Money so paid and given by Your Orator to him the said Charles Floyer as aforesaid were contrary to the Intentions of the said Act of Parliament and that he the said Charles Floyer is not entitled to the Benefit thereof nor to retain the same against Your Orator and that the said Consolidated Bonds were purchased by the said Charles Floyer with the Money of Your Orator and given to him the said Charles Floyer as a Reward for his Services as aforesaid and that the said Consolidated Bonds were delivered to him the said Charles Floyer by Your Orator as a Reward for his Services as aforesaid

Jaranns and twenty eight Cachs to his Own use and benefit without
Granting to Your Orator any kind of Consideration whatever therefor
and which the said Charles Hoyer would easily have effected had
he remained in the Office of Manelyzar many Years But the Longer
by buying up Your Orator will be Release Wages and false promises of
Service and Claiming the said Sum of fifty five Thousand two hundred
and fifty three Pagodas Two Jaranns and twenty Eight Cachs therefor
Wise Your Orator Judges of what might have been the Case somewhat
Partially happened for Your Orator shewth That the said Sum of
Seventy One Thousand Nine hundred and five Pagodas five Jaranns
and forty Nine Cachs was obtained Granted by the said Charles
Hoyer in such Illegal manner and Illegal Manner Both under false
Promises and dawn fair Statement of Matters and Order to
deceive Your Orator and thereby defraud them of his property
All which Your Orator Avers and will Aver in such manner and Form
as may be true which conduct of the said Charles Hoyer is
Contrary to Equity and good Conscience and Reverse that
Punishment which has been Adjudged by the Law of the Land
as due to delinquents who by Fraud Deceit and by Colour of
Assurances deceive the unwary and unsuspecious and defraud
them of their Rights and Properties for Your Orator shewth That
it is the Duty as well as Custom of the Law that all Practices
and defrauding endeavouring to defraud another of his known
Right by means and Jarnal Ways Contrary to the Plain
Rules of Reason Honesty are condemned and punishable
According to the Circumstances of the Offence and Your Orator
further Shewth That being of a mild disposition and being
desirous of obtaining his own property by Ordinary Way that
which of right belongs to him did waive the several Benefits

and Advantages which he stood entitled to by Law and which the
Law would have given him and did several times and Amicable
Manner Apply to the said Charles Hoyer in the hopes that he would
have come to a Settlement and have paid to Your Orator the said
Sum of One hundred and Eighty Thousand Two hundred and
Seventy Pagodas Thirty three Jaranns and twenty Eight Cachs

Pretences May it please Your Most Honourable
Court That the said Charles Hoyer Obstinately and Wilfully Refuse
to pay the same or Leave Your Orator any Satisfaction touching or
Concerning the premises for Your Orator therefore prays a General
Relief To the End therefore that the said Charles Hoyer 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
and particularly that the said Charles Hoyer may upon his corporal
Oath say whether or not he did in the Year One Thousand seven hundred
and Eighty five Your Orator was ordered down to Madras and
Whether shortly after his Arrival there he did mutually agree with the said
Charles Hoyer and whether he the said Charles Hoyer did not at that
Time or some other time offer and Give to Your Orator for or
What other Number of new consolidated Bonds of the Right Honble
Nabobs Division of Forty per Cent for how all the same because
Your Orator did not like to give up the Bonds having the same because
he was induced and Advised by the said Charles Hoyer and
was told by him and Believed that he did not give such his
Reasons to the said Charles Hoyer Whether he the said Charles Hoyer
did not Threaten Your Orator that he would Engage with and Assist
Your Orator in the Recovery of the said Debt and Charge
Whether Your Orator did not in Consequence thereof

Thereto Whether or not he Should have Cause for Detaining
Your Orator Ridiculous Again & Again to Wait on the Said Charles Floyer and Whether
he the Said Charles Floyer did not Mean Again to Request Your Orator to
Purchase the Said New Consolidated Bonds and Urge Your Orator
Thereto by every Means in his Power and that he may Set Forth Anday
Whether he did Not at the Same Time and Request Your Orator that
he was Appointed Chief of Masulipatnam and Assure Your Orator
that He would Render Your Orator the Most Essential Services provided
he would Comply with this the Said Charles Floyer's Request and Purchase
the Debentures of Your Orator. Meaning Nevertheless Under Your Orator
Management the Taxes Your Orator Received and Also to Recover the
Arrears of Said Annual Allowance of Ten Thousand Pagodas due to
Your Orator from the Honble Company and that the Said Charles Floyer
May Set Forth Anday whether Your Orator did not Soon Consequent
of Such Assurance or how Otherwise Complywith the Solicitation
of the Said Charles Floyer and Grand Him Security for the Amount
of the Said Consolidated Bonds & Notes of Hand for the Sum of Thirty
Nine Thousand Eight Hundred and Fifty Star Pagodas payable on
Demand as and for an Third Part thereof and that Thereupon He
and Deliver to the Said Charles Floyer Two Penalty Bonds dated the
Fifteenth Day of April One Thousand Seven Hundred and Eighty
Seven as Soon and Such Other Day Conditioned for the Payment of
the Sum of Thirty Nine Thousand Eight Hundred and Fifty Star Pagodas
and the Sum of Thirty Nine Thousand Nine Hundred and Fifty Star
Pagodas and whether Thereupon Was or Not for and on Account of the
Said Purchase Money of the Said Consolidated Bonds that the Said
Said Charles Floyer may Set Forth and Say whether Your Orator was
ever in Possession of the Said Consolidated Bonds as the Property
of Him & Whether Ever Sent Home for the above Transaction the Said

Said Charles Floyer and Your Orator Ridiculous to Set out Fo and Arrive
at Masulipatnam and whether he did not Thereupon Him Said
Promises to Your Orator to Obtain for him this Said Mean Soon Continue
him in the Said Farm for the Space of Four Years Clear from all
Company's Arrears of the Said Annual Allowance of Ten Thousand
Pagodas and Generally that he would Render to Your Orator every
other Service in his Power And whether he did not at the same time
or at any and what other Time in form Your Orator that the Court of
Directors had Determined Not Renewing him the Said Office of
Masulipatnam for Three Years or for same and what other
Term and that they Set Forth and Say why and for what Reason
he made such Declaration to Your Orator and that they may also
Set Forth and Say whether he did or did not Demand for the Services
he had so promised Pagodas for Your Orator the Sum of Eight
Thousand Pagodas and also what other Sum or Sums whether he
Has of Your Orator would Give him the Said Sum of Eight Thousand
Pagodas he would Use his Interest & Procuring him Assurance of Such Return to
Your Orator or how otherwise he the Said Charles Floyer Did Engage so
and Ensure the Said Assurance or how otherwise Your Orator Did Engage to
Give to the Said Charles Floyer the Said Sum of Eight Thousand
Pagodas Provided Further Your Orator Obtained Such Agreement
as Aforesaid and Assignment of the Said Annual Sum of Eight Thousand
Pagodas to the Said Charles Floyer Out of the Said Annual Sum of Ten
Thousand Pagodas Payable to Your Orator by the Said Company and for
and Said One Thousand and Four Hundred Pagodas Received by Your Orator

Cash

Cash And whether Your Orator did not take pay to the said Charles Floyer the said Sum of Fifty five Thousand Two hundred and fifty three Pagodas or Star Pagodas and Twenty Eight Cash or some and what other Sum or Sums on account of the purchase of the said Consolidated Bonds or how otherwise And whether Your Orator did not at different Times procure the said Charles Floyer or to his use or for some other person or persons for his the said Charles Floyer's Benefit and Advantage the Sum of Four Thousand and Eight hundred Madras Pagodas or some and what Sum or Sums of either in Specie or in Articles of the Value thereof And whether the said Charles Floyer may not for that or pay what Time During the time he was in the Office of Manaliy aforesaid Your Orator did or did not hold a Farm or Farms as a Renter or how otherwise under the Hon'ble Company And lastly Your Orator prays under the several Matters and things aforesaid to which he refers in this his Cross Bill of Complaint charged the said Charles Floyer and which he sets forth to know and in which manner the said Charles Floyer has by diverse fraudulent Practices and by the means aforesaid contrary to the Rules of Common Honesty defrauded Your Orator of his property and under the several Statutes in such cases made and provided and particularly under the said herein before mentioned Act of the 13th of his present Majesty King George the Third entitled An Act for establishing certain Regulations for the better Management of the Affairs of the East India Company as well in India as in Europe that the said Charles Floyer may be decreed to pay to Your Orator the said Sum of One hundred and eighty Thousand two hundred and twenty Pagodas thirty three fanams and Twenty Eight Cash and all Interest due thereon that he all Moneys become due thereon and that Your Orator may have such further and other Relief in the Premises as the Nature of his Case requires and as shall be agreeable to Equity and good Conscience

May it please this Hon'ble Court to cause the said Charles

Charles Floyer to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereon personally to be and appear before this Hon'ble Court at a certain Time and Place to be by this Hon'ble Court for that Purpose appointed then and there to Answer this Your Orator's Cross 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

J. Stuart Hall
Sol. for Cross Complt

Fort Saint George the 12th December 1788

This Cross Bill was shewn to and read in the days of Adjournment and the Cross Complainant having Leave to the Questions of this Demurrer and that the shall answer to believe the Cross Defendant will be ready and Time Your hearing that this Cross Bill is filed Against him Let a Summons returnable Immediately and a Warrant of Arrest issue

Edwd Gannon
Mayor

Filed 19th Dec 1788

The Demurrer of Charles Floyer of Fort Saint George Esquire Defendant to the Cross Bill of Complaint of Candrangula Jaggayah Dubash of Madras Cross Complainant

The said Defendant by Protestation doth not confess or acknowledge all or any of the Matters and Things in the Cross Complainant's Cross Bill of Complaint contained to be true in such manner and form as the same are therein set forth to be and for Cause of Demurrer doth

Page, That the Defendant by the Cross Complainant's own shewing is
the principal Debtor and subject of the said Complainant by the said
Bill of Complaint to the Recovery of the Sum of Seventy One Thousand
Nine Hundred and five Madras Pagodas Twenty five Fanams
and forty Cash and Four Thousand and Eight Hundred Madras
Pagodas with the Interest due thereon pretended to have been
by this Defendant as a present Gift Donation Gratuity or Reward
for certain Services tendered or to be rendered to the Cross Complai-
nant by the Defendant whilst holding the Office of Chief of
Masulipatam in the East Indies under the Honble English
India Company contrary to a Certain Act of Parliament in the
Cross Bill of Complaint fully set forth and referred to whereby any
Persons so offending shall forfeit double the Value of such Sum
Donation Gratuity or Reward and shall and may be sued for
by Order the Governor and Council of the Presidency where such
Offender shall be convicted Which Order to enforce the Recovery of
the said several Sums of Money and Interest pretended to have
been given unto as aforesaid and by the said Cross
Complainant has brought his Bill of Complaint in the Nature
of a Bill of Discovery and discharging that the Defendant discovers the
Premisses and Adjudged by the Laws of the Land to be liable to Deliver
back by his said Bill prays that this Defendant may upon his Corpo-
ral Oath fully True Direct and punctual Answer make to the several Charges
of the said Bill and particularly that this Defendant may upon
his Corporal Oath say whether he did or did not Demand for the
Services he had procured the Cross Complainant the Sum of Eighty
Thousand Madras Pagodas or some other and what Sum of Money
and whether in Consequence of such Promise and Engagement the
Sum Sums of the said Cross Complainant did or did not pay the

(169.)

Sum of Seventy One Thousand Nine Hundred and five Madras
Pagodas Twenty five Fanams and forty Cash to this Defendant and
also Present to the said Defendant or to his use Ships or to some other
Persons or Person for their use the Sum of Four Thousand and Eight
hundred Madras Pagodas And this Defendant says that as to the
several Charges in the said Bill Subject to this Defendant Ready &
forfeiture as well as expressed Sum to the Punishment and Disgrace of
being sent to England and by the Rules of Practice and all Courts of
Equity This Defendant may demur to a Bill for Discovery
Discovery of a Thing which may cause a forfeiture See Hoares Sons
Practice 1 Vol. Page 378. and Because as is laid down in Mitchams
Book Page 379 This is not obliged to answer that which may
subject him to divers Penalties This Defendant as regards to the
Law as aforesaid and the said Bill of Complaint and Humbly
the Cross Complainant's said Bill of Complaint and Humbly
judgment of this Honble Court whether he this Defendant ought
put in any further or other Answer he humbly prays that the
may be dismissed out of this Honble Court with his reasonable Costs in this behalf
Most wrongfully sustained

P. Walker

P. Spencer

Att.ys for Defend.t

Filed 27th Jan.y 1789

The Joinder of Coudraigulah Juggapiah Pantalon Late of Masulipatam but now of Madras Inhabitant Cross Complainant To the Honble Dennuner of Charles Hayes of Fort Saint George Esqr Cross Defendant

The said Complainant Sayeth that Notwithstanding anything in the above said Dennuner Charged & Alledged or set forth by the said Defendant to the said Complainants Bill of Complaint Ought not to be Quashed dismissed or Annulled Because the said Complainant Sayeth that the said Bill of Complaint and the Matters and things therein contained & Exhibited and Charged are good Certain and Sufficient in the Law for him the said Complainant to maintain his Action against the said Defendant to which said Matters and things Contained & Exhibited and set forth in and by the said Bill of Complaint he is Ready and Willing to Aver Maintain and prove as this Honble Court shall Think fit and direct and humbly Demurrer this Complainant Sayeth that the Defendant is bound by the said Dennuner by reason any Denies the Charge brought against him by this Complainant to the Contrary he fully owns & confesses and Acknowledges the same but then is not bound to make the Consequences Alledging Subterfuges and Cloysumsy under a Subterfuge and thereby Attempts to evade that Justice which the said Complainant Humbly Shews and Declares by Petition to this Honble Court and with Submission Craves that the said Dennuner may be Overruled and Disallowed and that the said Defendant may be Ordered to Answer all and every the Exceptions of this Complainant to the said Dennuner taken and Relying therein on the Justice of this Honble Court and the Equity of this Honble Court this Complainant Prays leave to proceed fully to Examine and Prove the Exceptions taken by this Defendant to the Answer or Grounds for

his said Dennuner And this Complainant as in Duty bound Shall Ever Humbly Pray &c

To the Honble Sir Robert Chambers Knt Chief Justice and the Honble the Judges of His Majesty's Supreme Court of Judicature at Fort William in Bengal

Humbly Complaining Shew unto your Honours Your Petitioner Coja Petrus Late of Dacca Jelalpore but now of Calcutta Merchant That your Petitioner Did in the Month of March 1787 Exhibit his Bill of Complaint in this Honble Court against Messrs Charles Purling and Company Merchants Carrying on Trade and Commerce in Partnership under the Firm of Purling and Company and Thereby Complained that the said Defendants Did Contrary to Equity and Good Conscience Refuse to Account with your Petitioner for Sundry Sums of Money Received by them on your Petitioners Account and Refused to Pay your Petitioner the Balance due to him on the Account Current between your Petitioner and the said Defendants and Praying that the said Defendants might be Compelled to Account with your Petitioner for the Sums of Money Received by them on your Petitioners Account and to Pay your Petitioner the Balance due to him on the Account Current between your Petitioner and the said Defendants and for Relief in the Premises as by the said Bill of Complaint Relation being thereunto had may more fully and at large appear And your Petitioner Further Shews unto your Honours that the said Defendants Did Put in their Answer to your Petitioners said Bill of Complaint and your Petitioner Did Except to the said Answer for Insufficiency and the said Exceptions coming on to be Heard before this Honble Court on the Twenty Fifth day of January 1788 this Honble Court was Pleased to Order that the said Defendants Should Answer the Exceptions of your Petitioner to the said Answer and that the said Defendants Should Pay your Petitioner his Costs of the said Exceptions to be Taxed by the Master

to Bail & did Swear to the Amount of two of the said Bills that is to say
the Sum of Twenty Thousand five Hundred and Eighty Nine Pagodas
Twenty Seven Fanams and Thirty Six Cash and to the Sum of Nine
Thousand and Ninety Six Pagodas Eighteen Fanams and Ten Cash
as Lastly due and owing to him the Defendant from this Complt
imagining he would by such a Step have it in his Power to Prove this
Complainant Insolvent and Insufficient to answer the Demands of the
Defendant successfully began, fortunately for this Complainant he was the willing
Injured Difficulty and after Suffering a long and Painful Confinement
by which this Honble Court was enabled to Procure Bail to the
the Expectations and Intentions of the Defendant and this Complt
Enquiring of Defendant and this Friend Arthur Langford Cooke And this Complt
the Forging of further Sheweth unto this Honble Court that after the Defendant had
that Demurrer by every means in his Power harrassed and distressed him and this
this 10th Feb.y 1789 Complt and Obtained an Order of Court for the said Sum of Twenty Thousand
James Taylor Regr Five Hundred and Eighty Nine Pagodas Twenty Seven Fanams and Thirty
Six Cash and the said Sum of Nine Thousand and Ninety Six Pagodas
Eighteen Fanams and Ten Cash and finding his Scheme London and
abortive and considering the precarious Situation in which he stood
having Incurred a Debt which he will Know had no foundation what-
ever he thought it prudent to withdraw and did accordingly withdraw
the said Bill for the said ✕ ✕ ✕ ✕ ✕ ✕ Sum of Nine Thousand and
Ninety Six Pagodas Eighteen Fanams and Ten Cash And this Complt
further Sheweth that having been by such Oppression and Insolence
to the Necessity of Defending himself and his Fortunes against the
unprincipled unjust and Every unwarrantable Attacks of the Defendant
he did as far fully Answering the said Bills of Complaint so Exhibited
against him as aforesaid Exhibit and file his Cross Bill of Complt
against the Defendant for the said Sum of One Hundred and Eighty
Nine Thousand Two Hundred and Seventy Pagodas Thirty Three Fanams
and

and Twenty Eight Cash as Money obtained by the Defendant from this
Complainant by such Means as were Contrary to the Statute in such Case
Made and provided and Particularly Contrary to the Statute made in
the Reign of his present Majesty Entitled An Act for Establishing certain
Regulations for the better Management of the Affairs of the East India
Company as well Abroad as in Europe and this Complainant in order
to Shew to this Honble Court that he had a Right to the Restitution
of the said Sum of One Hundred and Eighty Nine Thousand Two Hundred
and Seventy Pagodas Thirty Three Fanams and Twenty Eight Cash
from the Defendant Craved the Benefit of the said Cross Bill Pursuant to the 24th Section
of an Act of the 13th Year of the Reign of his present Majesty Entitled
an Act for the better Management of the Affairs of the East India
Company as well Abroad as in Europe by which it is enacted that
Every person holding or exercising any Civil or Military Employment
under the Honble Company Accepting any present Gift Donation
or Reward pecuniary or otherwise shall Expend in Treble the Sum for feit
double the Value Thereof One Moiety of which should be to the said
United Company and the other Moiety to him or them who should
Prosecute for the same and also should Banish such Person to England
The Defendant Thereupon this Demurrer Says that the said several
Charges of this Complainant if true would Subject him to a heavy
forfeiture as well Pecuniary as Corporal to the Punishment and Disgrace
of being Sent to England and that by the Rules and Practice of all
Courts of Equity the Defendant may Demur to a Bill whether it be a
Discovery of a thing which may Cause a forfeiture and to the Demurrer
But this Complainant for his Answer thereto and for further Answer
to the Defendants Demurrer Says that by an Act of the 24th Year of
the Reign of his present Majesty entitled an Act for the better Regula-
tion and Management of the Affairs of the East India Company and
of the British Possessions in India and for Establishing a Court of
Judicature

Judicature for the more speedy and Effectual Trying of Persons charged with Offences committed in the East Indies all that part of the Clause of the Act of the 13th Year of the Reign of his present Majesty Intituled an Act for the better Regulating the Affairs of the East India Company and of the British Possessions in India by this Complainant in his said Cross Bill of Complaint mentioned and which enacts that all Forfeitures and Sending to England directed or appointed by the following Words of the said Act "And be it further Enacted that no Part of the aforesaid Act of the 13th Year of the Reign of his Majesty's Reign was Subject to any person receiving or Accepting Gift or Present to any Penalty or Forfeiture for so doing or as directed that such Gift or Present Penalties or Forfeitures shall belong to the said Company shall be payed from and after the first Day of January One thousand seven hundred and Eighty five" so that it is evident no Forfeiture can be exacted from the Defendant nor can he be exposed to the Punishment and Disgrace of being sent to England therefore no Forfeiture can be Penalty can be inflicted by this Complainant in said Cross Bill of Complaint the Defendant in said Demurrer which is Declared by sounden by you that the said Plea and all the Grounds of Error this Complainant never Prayed for nor did he ever hope to obtain from the Defendant other or further than Restitution of Property which the Defendant had Received this Complainant of by the various pretences and unjustifiable Methods set forth in the said Cross Bill of Complaint and which the Defendant in and by his said Demurrer has confessed for a Demurrer is a Confession of the Matters of Fact and Refers to the Law arising on such facts but the Defendant has gone further and Confessions of the truth of the several Charges brought forward against him by this Complt Says such Charges may Subject him to Infamy Expence and Disgrace and therefore he escapes with this enquiries unpunished and leaves unanswered this Complainant whom he had Injured

of his Property he has Recourse to a false Plea thinking he might thereby on the Knowledge and Judgement of this Honble Court this Complt Therefore Shewing Shewn that the Demurrer of the Defendant has no foundation in Reason or in Law and as the several Charges in this Complainants said Cross Bill are thereby fully and perfectly Established and he humbly Prays the Judgement of this Honble Court as in and by his said Cross Bill of Complaint he has already Prayed

J. Shum Hall
Atty for Cross Complt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 10th Day of February Anno Domini 1789

Present

William Hehl Esquire Mayor
George Savage and Vincentius Cahell
Aldermen

Charles Hoyer
versus
Condraigula Juggajah Pantaloo
Et Contra

Cross Bill of Condraigula Juggajah Pantaloo Read
Demurrer Read
Joinder Read

The Demurrer and Joinder having and the Matters therein contained being Argued and Debated and the Reasons of the Honble

on both Sides and the Court having had due Consideration thereon
doth think fitt to Order and doth accordingly Order that the
Demurrer be overruled and that the Defendant do put in and
Answer to the Cross Complainants Bill without Costs and the
Answering upon Oath may Subject the Cross Defendant to the
Forfeiture of Penal Statutes and that each Party do pay their
own Costs

A true Extract

Filed 6th March 1788

To the Honble the Mayor's Court at Madrespatnam

Humbly Complaining Sheweth unto this Honble

Court Your Orator Johann Frederick Schmeltzer Sergeant in His Majesty's
Fourteenth Hanoverian Regiment that Vandavagoshia Candapah Chitty
and Sunkara Venkatachella Chitty of Madras Inhabitants stand
indebted unto Your Orator in the Just and Lawfull Sum of One hundred
and Fourteen Star Pagodas forty One 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 Forty four Pounds
Nineteen Shillings and Ten Pence or thereabouts as will more fully and
at Large Appear by the Copies of the Translations of said Agreement and also
of an Account Current thereunto Annexed for the Inspection of this Honble
Court and prayed be Your Orator to be taken as part of this his Bill of
Complaint The Originals whereof are in Your Orator's Possession and
Ready to be produced to this Honble Court when thereunto required And Your Orator
further Shewing unto this Honble Court that he hath frequently and
in a friendly manner requested the Payment of the said Sum of One

Hundred

Hundred and Fourteen Pagodas forty One Fanams and Sixty Cash
But Notwithstanding it is so it may please this Honble Court
the said Vandavashe Candapah Chitty and Sunkara Venkatachella Chitty
Obstinately and Wilfully refuse to pay the same or to give Your Orator
any Manner of Satisfaction touching the Premises Your Orator prays
a general Writ of Subpœna to this Honble Court to Answer and Abide the
Equity and good Conscience thereof and that the said
Vandavashe Candapah Chitty and Sunkara Venkatachella Chitty may
upon their Corporal Oaths full true and direct 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 set forth and Negated and particularly
Interrogated And that they may be Decreed to pay unto Your Orator
the aforesaid Sum of One hundred and Fourteen Pagodas forty One
Fanams and Sixty Cash with Costs of Suit
Wherefore and thereon also Costs of this Suit

May it please this Honble Court to Cause the said

Vandavashe Candapah Chitty and Sunkara Venkatachella Chitty
to be Summoned and Required by the Sheriff of Fort St George and
of Madraspatnam and the Districts thereof Generally to be and
Appear before this Honble Court at a certain Time and Place to be by
this Honble Court prefixed and Appointed then and there to Answer
this Your Orator's Bill of Complaint and further to Stand to and
abide Such Order and Decree therein as to this Honble Court
shall Seem Meet

S. Popham
Attorney for Complainant

6th March 1788
This Bill was shewn Sworn to between Sheldon
& Sequeira and Jones
Returnable Next Court Day

Edm^d Sheldon Hollond
Mayor

Translation of an Agreement dated 2d February 1786

We Vandavashe Condapah Chitty Goomadypoody Cooty Chitty Suncara Vencatachella Chitty and Davany Condapah Chitty Sadeapah Chitty of Madras Merchant (four of us) do jointly give this Agreement to doctor Smith of Hanoverian Regiment of the same place

Whereas Moottambey Chitty and Cootty Chitty have given You a Security Bond on Account of Yagapan's Bond we do hereby engage to Satisfy or discharge the Sum of (230) Two hundred and thirty Pagodas on or before the 2d July Ensuing together with all such Interest as shall or may become due thereon at the rate of 9 ℘ Cent ℘ Annum @ 5772 Pagodas each Thus we four Persons have given this Agreement or Bond with our free Will and Consent Witnesses Frepausore Maury Chitty Coocara Savey Chitty by their knowledge this Bond was drawn by Suncara Vencatachellum

Witnesses
(Signed) Maury Chitty
Savey Chitty

(Signed) Condapen Vencatachellum
Cootty Chitty Sadayapen

21st January Received from Cootty Chitty ---- 5772 Pagodas
do ---- Sadapen ---- 5772
5th June 1787 do ---- Condapa Chitty ---- 10
1st January 1788 do ---- Vencatachella Chitty 10

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

Runganaudom
Interpr

A true Copy
J. Popham

Dr Vandavashe Condapah Chitty and Suncara Vencatachella in Account Current with Doctor Smith

1786 February 2	To the Amount of Your joint Bond with Goommadypoody Cootty Chitty and Davany Condapah Chitty Sadeappah Chitty each 5772 Pagodas	230	"	"	1787 Jany 5th	By Cash received of Yours follows			10	"	"
					1788 Jany 1st	By Vandavashe Condapah Chitty			10	"	"
					1788 Feby 15th	By Suncara Vencatachella Chitty					
	Received of Goommadypoody Cootty Chitty and Davany Condapah Chitty Sadeappah Chitty their Respective Shares each 5772 Pagodas	115	"	"		By Interest on do from their Respective dates to this day @ 9 ℘ Cent ℘ Annum					
						On Pr 10 for 1 11 " " "	1	"	1	50	
						do 10 for " 1 15 " " "	1	"	21	30	
						By Ballance due			114	60	
1788 February 13th	To Interest on do from 2 February 1786 to this day being 2 yrs 11 mo @ 9 ℘ Cent ℘ Annum	21	30								
		136	30						136	30	

Pagodas 136 30

Pagodas 136 30

Madras 15th February 1788
Error Excepted J. Schmidt
Adm Copy J. Popham

Mayor's Court at Madraspatnam } { Tuesday the 17th Day of February Anno Domini 1789

Present

L.S. William Webb Esquire Mayor

James Call — Andrew Ross and

Mayors Court Robert Milford — Aldermen

Between Johann Fredrick Schmidt Surgeon in His Majesty's Fourteen Hanoverian Regiment Complainant and Sumaratemaratchella Chetty of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and fourteen star Pagodas forty One fanams and Sixty Cash (Star Pagodas 114. 41. 60) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Ap Cur

The Honble the Mayor's Court of Madraspatnam

The Humble Petition of Geo: Chalmer One of the Attornies of this Honble Court

Sheweth

That Your Petitioner since his Admission into this Honble Court has met with frequent Checks and impedement in his business As an Attorney Owing to his not having been Appointed a Notary Publick and Anxious to discharge the Duties of his profession with that dispatch requisite to give Satisfaction and ensure Success Humbly Prays

That this Honble Court will be pleased to grant him their permission to practice as a Notary Public And Your Petitioner as in duty bound shall ever pray

Geo: Chalmer

Fort St George
Feby 20th 1789

(182.)

Filed 8th Feby 1787

To the Worshipfull the Mayor
Court of Request &c. &c. &c.

Humbly Complaining Sheweth unto this Worl
Court Your Orator James Morley of Fort Saint George Esquire that
James Barber of the same place Merchant stands indebted unto
Your Orator in the Sum of three hundred and
Eighty star Pagodas Current Money of Madras. Making in Sterl
Money of Great Britain at Three shillings eight Pence sterling Pago
the Sum of One hundred and fifty two Pounds as well known
and by Large Appear by the Copy of a Promissary Note of hand
hereunto Annexed for the Inspection of this Worl Court and whi
is prayed by Your Orator to be taken as part of this his Bill of Compl
the Original whereof is in Your Orator's Possession and ready to be
Produced to this Worl Court when Required and Your Orator
further sheweth unto this Worl Court that he hath frequently
and in a friendly manner Requested the payment of the said Sum
of three hundred and Eighty Pagodas

But now so it is and true it is that the said
Court the said James Barber obstinately and wilfully refuses to
pay the same or Give Your Orator any manner of Satisfaction
touching the premises Your Orator prays a Generall Writ of Subpoena
this Worl Court shall Issue Directed to the said James Barber
Commanding him thereby at a certain Day and under a certain
Penalty therein to be limited personally to be and appear before this
Worl Court then and there to Answer the premises and to Stand
to and abide such Order and Decree therein as to this Worl
Court shall seem Meet

J. Popham
Atty for Compt

3d January 1789

This Bill was sworn to before the
Day of Appearance Let a Summons
issue Returnable Next Court Day

Wm Webb
Mayor

(183.)

That he may be Decreed to pay unto Your Orator the aforesaid Sum of three
Hundred and Eighty Pagodas with all Costs of Suit
hereafter became due Wherefore also Costs of Suit

May it please this Worl Court to Cause the said James
Barber to be Summoned and Required by the Sheriff of Fort Saint
George Town of Madras aforesaid and the Districts thereof personally
to be and Appear before this Worl Court at a Court then and
place to be by this Worl Court for that Purpose Fixed and Appointed then and
there to Answer the Premises Your Orator's Bill of Complaint and further to
Stand to and abide by such Order and Decree therein as to this
Worl Court shall Seem Meet

J. Popham
Atty for Compt

Madras Feby 6th 1788

Six Months after Date I promise to pay to James Morley Esqr or
Order the Sum of three hundred and Eighty Star Pagodas Value Received

James Barber

A true Copy
J. Popham

Filed 10th Feby 1789

In the Honble the Mayor's Court at Madraspatnam

Between James Wooley of Fort St George Esquire Complainant and James Barter of the same place Merchant Defendant

The Affedavit of James Wooley the above Named Complainant

The above Named Deponent Maketh Oath and saith that the above Named Defendant stands Justly and truly indebted unto this Defendant in the full and Just Sum of Three Hundred and Eighty Star Pagodas together with Interest thereon According to this Deponents Bill filed in this Honble Court on the 5th January last

James Wooley

Sworn to in Court this 10th Febry 1789

James Taylor Regr

S. Popham Attg for Complt

Mayor's Court at Madraspatnam } { Tuesday the 24th Day of February Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor

Edward Garrow and Andrew Ross Aldermen

Mayor's Court

Between James Wooley of Fort Saint George Esquire Complainant and James Barter 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 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 Star Pagodas Star Pagodas 300 — Together with Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Pr Cur

Filed 24th Jany 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Chase of Fort St George Esqr That William Gardiner of Madras Merchant stands Justly and truely Indebted unto Your Orator in the full and Just Sum of One hundred Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty Pounds as will more fully and at Large Appear by Copy of a Promissary Note of hand hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as part of this his Bill of Complaint the Original whereof being in Your Orator's Possession and Ready to be produced when Required and Your Orator further Sheweth unto this Honble Court that he hath frequaintly and in an Amicable Manner Requested Payment of the said Sum of One hundred Pagodas from the said William Gardiner

But now so it is May it Please this Honble Court the said William Gardiner Obstinately and wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said William Gardiner may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and effectually to all Intentes 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 Pagodas

Pagodas together with all such Interest as now is or shall hereafter become due thereupon also all Costs of this Suit

May it Please this Honble Court to Cause the said William Gardiner to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

P. Spencer
Attorney Compt

January 1789
this Bill was Shewn to me in the Days of Adjournment Let a Summons issue Returnable Next Court Day

Wm Webb
Mayor

I Promise to pay to Mr T. Chase or Order the Sum of One Hundred Star Pagodas on the first Day of January 1789

(Signed) Willm Gardiner

Lr P. 100
21 Novr 1788

A true Copy
P. Spencer
Attn Compt

Filed 27th Jany 1789

In the Honble the Mayor's Court at Madraspatnam

Between Thomas Chase of Fort St George Esqr Complainant and William Gardiner of Madras Merchant Defendant

The Affidavit of Thomas Chase the above named Complainant

This Deponent Maketh Oath and Saith that William Gardiner the Defendant in the above Cause stands Justly and truly Indebted unto him this Deponent in the full and Just Sum of One hundred Pagodas Current Money of Madras

Thomas Chase

Sworn to before me this 27 Day of January 1789

Wm Webb
Mayor

Mayor's Court at Madraspatnam } Tuesday the 24 Day of March Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor
Edward Garrow — Andrew Ross
Robert Milford — Aldermen

Mayor's Court

Between

Between Thomas Chase of Fort St George Esqr Complainant and William Gardiner 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 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 Pagodas (Pagodas 100) 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 6th January 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Charlotta Mackintosh of Madras Widow and Administratrix of all and Singular the Goods Chattles Rights and Credits which were of Angus Mackintosh late of Madras Merchant deceased letters of Administration having been so as aforesaid Granted under the Seal of this Honble Court to her That Charles Loyd of the same place Merchant stands justly and truly Indebted unto Your Oratrix as Administratrix as aforesaid in

in the full and Just Sum of Six Hundred and Eighty one Pagodas fifteen fanams and forty Two Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of eight Shillings for for every Pagoda the Sum of Two hundred and Seventy Two Pounds and Ten Shillings or thereabouts as will more fully and at large Appear by Copies of a Bond or Obligation and an Account Current thereunto Annexed for the inspection of this Honble Court and which Your Oratrix as Administratrix as aforesaid Prays may be Admitted as Part of this her Bill of Complaint the Originals of which being in Your Oratrix's Possession and Ready to be produced when Required Your Oratrix further sheweth that she hath as Administratrix as aforesaid frequently and in an Amicable manner Requested Payment of the said Sum of Six hundred and Eighty one Pagodas fifteen fanams and forty Two Cash from the said Charles Loyd

But now so it is may it Please this Honble Court the said Charles Loyd Obstinately and wilfully refuses to pay the same or to Give Your Oratrix as Administratrix as aforesaid any manner of Satisfaction touching the Premises Your Oratrix 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 Charles Loyd may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Oratrix as Administratrix as aforesaid the aforesaid Sum of Six hundred and Eighty One Pagodas fifteen fanams and forty Two 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

said Charles Loyd to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Oratrix's Bill of Complaint and further to stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

P. Spencer
Att^y Compl^t

6th January 1789
This Bill was shewn to me in the day of Adjournment let a Summons issue Returnable Next Court day

Wm Webb
Mayor

Know all Men by these Presents that I Charles Loyd of Madras Inhabitant am held and firmly bound unto Wm Angus Mackintosh of Fort St George in the penal Sum of One thousand and four hundred star Pagodas Current money of Madras to the Payment whereof well and truly to be made to the said Angus Mackintosh his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto Set my hand and Seal in Fort St George this Seventh Day of April in the Year One thousand Seven hundred and Eighty Eight

Whereas the above bound Charles Loyd hath borrowed and Received of the above Named Angus Mackintosh the full and Just Sum of Seven hundred Star Pagodas to run at Interest at the rate of Twelve per Cent per Annum payable at the Expiration of Two Months from the date hereof

Now

Now the Condition of this Obligation is such that if the above Bound Charles Loyd his heirs Executors Administrators or Assigns shall well and truely pay or Cause to be paid unto Angus Mackintosh his heirs Executors Administrators or Assigns the full and Just Sum of Seven hundred Star Pagodas together with such Interest as shall or may become due thereupon, then this Obligation to be Void and of no effect, otherwise to Continue in full force and Virtue

Signed Sealed and Delivered where no Stamped Paper is to be had in the presence of ..... } Signed Chas. Loyd (L.S.)

Joseph Smith
Neal Mackenzie

A true Copy
P. Spencer
Attn. Compl.

No. 2 Mr. Charles Loyd in Account Current with the Estate of Angus Mackintosh Deceased — Cr.

1788 April 7th	To Amount of Your Bond of this Date	700	"	"	1788 March 26th	By Amount of the Late Mr. A. McKintosh's Note of hand to You this day payable on Demand	62	"	"
	Payable in 2 Months with Interest								
	To Interest on ditto to this day being 6 Months and 25 Days at 12 p. Cent	47	35	"		By Interest to this Date on ditto being 7 Mo. & 5 Days at 12 p. Cent per Annum	4	19	38
	To Amount						66	19	38
						By Balance due the Estate	681	15	42
	Pagodas	747	35	"		Pagodas	747	35	"
	To Balance due Mr. Mackintosh's Estate	681	15	42					
	Fort St. George Mr. Mackintosh				1788				
	Errors Excepted								
	Signed Charlotta Mackintosh Administratrix								
	Alex. Cap. Spencer Attn. Compl.								

Mayor's Court
Madraspatnam

Tuesday the 3d Day of March
Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor
Robert Ewing } Esqrs Dis. Pre. Porchers
and Andrew Ross — Aldermen

Between Charlottia Mackie
Widow of Madras Attorney and Administratrix
of Hugues Mackintosh late of
Madras Merchant Deceased Complai
nant and Charles Lloyd of Thiruvamp
Merchant Defendant

It Appearing by the Records of this Court that
the usual Rules have been served on the Defendant to Answer the
Complainants Bill which he has Neglected doing It is
Ordered that the same be taken pro Confesso and Decreed and Ordered accordingly
by Order and Decree that the Defendant shall pay unto the
Complainant the Sum of Six Hundred and
Eighty One Pagodas fifteen Fanams and forty Two Cash
Pagodas 681-15-42 together with Interest
at 12 per Cent per Annum from the Time of the Bond
Payment to be made to the Complainant
Costs

Fiat

Fridy 6th March 1789

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Your Honble Court Your Orator Coobayalgoil Merchant Inhabitant that
Nellagoil late of Thiruvanmiyur Inhabitant stands justly and truly
indebted unto Your Orator in the Sum of Two hundred
and Eighty Seven Pagodas and Thirty Three Fanams Current Money
of Madras making in Sterling money of Great Britain all the Sum
of Eight Shillings for every Pagoda the Sum of One hundred and fifteen
Pounds and Two Shillings or thereabouts as will more fully and at
large Appear by Copy of an Account hereunto Annexed for the Sum
of this Honble Court and which Your Orator prays may be deemed as
Part of this his Bill of Complaint the Original whereof is in Your Orators
Possession and ready to be produced when Required Your Orator further
sheweth unto this Honble Court that the said Nellagoil Coobayalgoil by
Two certain Mortgage Bonds or Obligations bearing date the Fifteenth
Day of May in the Year of Our Lord One thousand Seven hun-
dred and Eighty Seven and the other bearing Date the Sixteenth Day of
August which was in the Year of Our Lord One thousand Seven hundred
and Eighty Eight Both which Mortgage Bonds or Obligations amo-
unting to the Sum of Two hundred and fifty Nine Pagodas became
bound duly and truly to pay or Cause to be paid unto Your Orator the
Sum of Two hundred and fifty Nine Pagodas and the further agreed
and by the said Two Mortgage Bonds or Obligations Stated and
of Payment of the said Sum of Two hundred and fifty Nine Pagodas
Your Orator might and should procure the said Nellagoil
in this Honble Court well and fully and at large Appear by Copies of
the

the Translations of the said Two Mortgage Bonds or Obligations
hereunto Annexed for the Inspections of this Honble Court and that
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 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 King
Charles the 2nd to the Honble the United Company of Merchants of England
Trading to the East Indies bearing Date the Twentieth day of January
which was in the Year of Our Lord One thousand Seven hundred and
fifty Two it is expressly declared and granted that it shall and may
be lawfull for this Honble Court to hear and determine all Civil and
Criminal Actions and Causes between any of the Inhabitants Natives thereof
Residing or happening within the Limits of the Factories Subject or subordinate
to the said Company and that the Judgments Decrees and Determinations
of this Honble Court Your Orator further Sheweth unto this Honble Court
that in the said two Mortgage Bonds or Obligations are mentioned and Contained
by the Covenants and Agreements of the said Nellapilla Chuchia Chetty
Pagodas conformable to the Tenor Letter and true Intent and Meaning of this late
Majesty's Charter respecting Indian Natives therein before recited
by which the Your Orator is and shall be rendered fully competent and
Legally Qualified to proceed against this Your Orator in this Honble
Court against the said Nellapilla but Your Orator further Sheweth
unto this Honble Court the said Nellapilla hath not nor hath
any one for him paid or Caused to be paid unto Your Orator or unto
any one for Your Orator use either the Principal or any part of the money
Due and owing on the said Two Mortgage Bonds or Obligations
Your Orator further Sheweth unto this Honble Court that the said
Nellapilla is a Person of Considerable Substance and Fortune
Possessed of Lands Tenements and Hereditaments within the
Jurisdiction of this Honble Court and Elsewhere in the
Kingdom of Great Britain and Ireland and Your Orator is
Informed and believes that the said Nellapilla is about to
Depart out of the Kingdom of Great Britain and Ireland
and to go to the Coast of Coromandel in the East Indies
and Your Orator is Apprehensive that unless the said
Nellapilla is Compelled to Appear to and Answer this
Bill of Complaint he will Depart out of the Kingdom
of Great Britain and Ireland and go to the Coast of
Coromandel aforesaid before Your Orator can Obtain
Relief against him in this Honble Court to the Great
Loss and Damage of Your Orator

Pagodas and Thirty Three Fanams

In Consideration whereof and for that the said
Nellapilla is Obstinately and Wilfully Refuses to pay the same
or to give Your Orator any Manner of Satisfaction touching the premises
Your Orator therefore prays a General Relief and that to this Honble Court
shall appear Agreeable to Equity and good Conscience to the End
therefore that the said Nellapilla may upon his Corporal Oath fully
true direct and perfect Answer make to all and singular the Premises
and Things herein before set forth and Alledged as fully truly and perfectly
and effectually to all Intents and purposes as if the same were here
again Repeated and Granticularly Interrogated and that he may be
Decreed to pay unto Your Orator the aforesaid Sum of Two hundred and
Eighty Seven Pagodas and Thirty Three Fanams together with all Costs
Interest and Damages which shall hereafter become due thereon and also all
Costs of this Suit

May it please this Honble Court to Cause the said
Nellapilla to be Summoned and Required by the Sheriff of Fort St George
Town &c. Madrass patnam 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 for that purpose Fixed and Appointed then and there to Answer this
Your Orator's Bill of Complaint and further to stand and Abide by
Such Order and Decree therein as to this Honble Court shall Seem Meet

P. Jones
Atty Concrd

16th March 1789

This Bill was Sworn to in Court the Day of
Adjourned the Summons issued
Returnable Next Court Day

Wm Webb
Mayor

No. 8 Nellapilla Son of Mooteroolapilla in Account Current With Soobayapilla

1787 May	15	To Amount of Your Mortgage Bond to me Dated this day Payable in One Year with Interest at 12 ₱ Cent ₱ Annum				1789 March	10th	By Balance due this Day	287 33
1788 Aug.	16	To Amount of Your Bond upon the above Mortgage Dated this day payable in 6 Months with Interest at 12 ₱ Cent ₱ Annum		75	" "				
1789 March	10	To Interest on the following Sums from their respective Dates to this day at 12 ₱ Cent ₱ Annum		18¼	" "				
		On Rs 75 for 21 23	16 15						
		184 6 22	12 18	28	33				
		Pagodas		287	33			Pagodas	287 33

Fort St. George 10th March 1789
Errors Excepted
₱ Wm. Cox Jr. Sec.

A true Copy
P. Spencer
Atty Compt.

Translation of a Mortgage Bond Dated 15th May 1787

I Nellapilla Son of Mooteroolapilla Village Conicopoly of Madras in Conjunction with my Copartners do give this Mortgage Bond to Soobayapilla of the same place that is to Say

In Consequence of my Urgent Occasion I have this day Mortgaged to You the One half share of my Priveledge of Conicopolyship of Madraspatnam Yeerooncoonam Malaputtoo and Naremadoo after having deducted the One half shale belonged to my Brother Arnachellapilla Out of the One third of my Father Mooteroolapilla being the One moity of the whole Preveledge having first Deducted the one moity of Tankasal Chedembarapilla together with the Title Deeds Granted for the same in the Year (1347) And borrowed and Received of You the Sum of (75) Seventy five Star Pagodas which Sum I do hereby engage to repay You in the Space of One Year with all such Interest as shall or may become due thereon at the Rate of Twelve ₱ Cent ₱ Annum In default of which You are hereby empowered to prosecute me in the Honble the Mayors Court and recover Your Principal and Interest together with the Charges Attending the Court by disposing the Premises Thus I have given You this Mortgage Bond with my free will and Consent this Mortgage Bond was drawn by Appoo

(Signed) Nelliah

Witnesses
(Signed) Vencataroyer
Maneyapilla

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

(Signed) Ranganaudom
Interpreter

A true Copy
P. Spencer
Atty Compt.

Translation of a Mortgage Bond Dated 16th August 1788 —

I Nellapilla Son of Mooteroolapilla Conicopoly of Madras do give this Mortgage Bond to Soobayapilla of the same place that is to Say —

In Consequence of my Urgent Occasion I have borrowed and Received of You the Sum of (184) One hundred and Eighty four Star Pagodas on the same Mortgaged of my Prevelledge of Conicopoly ship of Madras which I had Already mortgaged to You which Sum as well as the money I had formerly borrowed from You on the above Mortgage I do hereby engage to repay You with all such Interest as shall or may become due thereon at the Rate of Twelve p Cent p Annum in the space of four Months in default of which You are to Prosecute me in the Honble the Mayor's Court and Recover Your Principal and Interest together with the Charges Attending the Court by setting the Mortgaged Premises thus I have given this Mortgage Bond with my free will and Consent Drawn by Chinnayah

Witnesses

(Signed) Vencataroyer
Appoo

(Signed) Nellayah

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

Ranganaudom
Interpreter

A true Copy —
P. Spencer
Atty Compt

Mayor's Court at Madraspatnam } { Tuesday the 24th Day of March Anno Domini 1789

Present —

L.S.

William Webb Esquire Mayor
Edward Garrow — Andrew Ross and
Robert Mitford — Aldermen —

Mayor's Court

Between Soobayahpilla of Madras Inhabitant Complainant and Nellapillah of the same place Inhabitant Defendant —

The Defendant being in Court and Acknowledging the justness of the Complainants Demand this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two hundred and Eighty Seven Pagodas and thirty three fanams (Pag^s 287 " 33 ") 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 6th Febry 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewethunto this Honble Court Orator Joseph Elliott Esqr of the Shipl Boddam by his Attorney Messieurs Porcher Redhead and Co of Fort St George Esqr that William Gardiner of Madras Merchant stands Justly and truly Indebted unto Your Orator in the full and Just Sum of three hundred and fifteen Pagodas and Twelve fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Twenty Six Pounds and Two Shillings or thereabouts As will more fully and at large Appear by Copies of a Bond or Obligation and an Assignment with 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 Whereof being in Your Orator's Attorney's Possession and Ready to be Produced when Required And Your Orator further Shewethunto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment of the said Sum of three hundred and fifteen Pagodas and Twelve fanams from the said William Gardiner

But now so it is May it please this Honble Court the said William Gardiner Obstinately and wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premisses Your Orator therefore prays a General Relief Such as to this Honble Court shall Appear Agreeable to Equity and

Good Conscience To the End therefore that the said William Gardiner 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 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 fifteen Pagodas and Twelve fanams together with all such Interest as now is or shall hereafter become due thereupon also all Costs of this Suit

May it Please this Honble Court to Cause the said William Gardiner to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and thereto Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

P. Spencer
Attys Complainant

5th February 1789

This Bill was shewn to me in the Days Adjournment let a Summons issue Returnable Next Court Day

Wm Webb
Mayor

Known all Men by these Presents that I William Gardiner of Madras is held and firmly bound unto Joseph Elliott Esqr the Sum of Pagodas one Thousand Seven hundred and Thirty Pagodas and Twenty four Fanams to the Payment whereof well and truely to be made to the said Joseph Elliott his Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents sealed with my Seal and dated at Madras this 12th Day of August in the Year One Thousand Seven hundred and Eighty Eight

Witness the above bound William Gardiner borrowed and received of the above named Joseph Elliott the full and just Sum of three hundred and fifteen Pagodas for which I am to pay Interest at the Rate of 12 ₹ Cent ₹ Cent ₹ Annum Payable in four Months from the Date hereof Interest to commence the 12th Day of December 1788

Now the Condition of this Obligation is such that if the above bound William Gardiner his Heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto the above named Joseph Elliott his Heirs Executors Administrators or Assigns the full and just Sum of three hundred and fifteen Pagodas for which I am to pay Interest at the Rate of 12 ₹ Cent ₹ Cent ₹ Annum Payable in four Months from the Date hereof Interest to commence the 12th Day of December 1788 Together with all such Interest as shall become payable thereon according to the Condition of this Obligation then this Obligation to be void and of no Effect otherwise to remain in full force and Virtue

Signed Sealed and Deliver- } Signed William Gardiner (Seal)
ed in the Presence of - }

Henry Clayton }
Witness
Daniel Agibbon Assistant to Mr Davis }

A true Copy
P. Spencer
Atty Complt

Known all Men by these Presents that I Joseph Elliott Assignee of a Transfer and Bond hereunto Messrs Forbes Redhead & Co. Merchants bearing Date with these Presents for the Sum of Pagodas one Thousand Seven hundred and Thirty Pagodas and Twenty four Fanams to be paid by William Gardiner as in the said Bond is mentioned and for the true Performance of the Covenants Conditions and Agreements therein contained on the Part of the said Messrs Forbes Redhead & Co to be performed and fulfilled I do hereby constitute and appoint the said Messrs Forbes Redhead & Co their true and lawful Attorneys to receive the said Sum and due Interest thereon by Law or otherwise and on Receipt thereof or any Part thereof in my Name or otherwise to give sufficient Discharges for the same and for the more effectual recovering the said Sum or any Part thereof in case of Refusal or Delay in Payment thereof I do hereby bind myself my Heirs Executors Administrators and Assigns to the said Messrs Forbes Redhead & Co their Executors Administrators and Assigns to indemnify and save them harmless from and against all Damages Costs and Charges that they may sustain or be put to by reason or on account of their having commenced a Suit at Law or otherwise against the said William Gardiner his Heirs Executors Administrators or Assigns for the Recovery of the said Sum and Interest thereon or any Part thereof and all Charges and Costs that they may sustain or be subject to in consequence thereof

Witness my Hand and Seal at Fort St. George this 14th Day of August 1788

Signed & Sealed
In the presence of us
Leopold Peters
Poovanneddy

Signed Joseph Elliott (Seal)

A true Copy
P. Spencer
Atty Complt

Mayor's Court at Madrasspatanam

Tuesday the 3d Day of March Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor

Robert Ewing Esq. Dil. Pre. Porcher

and Andrew Ross Aldermen

Between Joseph Chatfield of the Hon.ble Company's Bedchamber by his Attorney Mr. James Porcher Pedlar and Robert of Fort St. George Esqr. Complainant and William Gardiner of Madras Merchant Defendant

Upon Motion by the Records of this Court that the usual Writ be issued for the Defendant to Answer the Complainant's Bill which is allowed Leave Reserved Doing this Court doth Hereby Order and Decree and Doth Hereby Order accordingly Order and Decree that the Defendant shall pay unto the Complainant or his Attorney the full and just Sum of Three Hundred and fifteen Pagodas and Twelve Fanams Pagodas 315 12 together with all Costs of Suit and Interest as may arise or shall thereafter become due thereon and the full Payment is made to be endorsed on the Copy of this Suit

By Court

Filed in Court 15th Octr 1788

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Vencata Ramiah of Madras Inhabitant by his Attorney Francis D'Abreu of the same place Inhabitant that Ramiah Pillay also of the same place Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Two hundred and Seventy One Pagodas Twenty Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda the Sum of One hundred and eight Pounds Eleven Shillings and six Pence or thereabouts as can more fully and at Large appear by Copies of a Promissory Note and Account Current together with Bond Assignment hereunto Annexed for this Hon.ble Court to which Your Orator begs Leave to refer and pray the same may be Admitted and taken as part of this his Bill of Complaint the Originals whereof Your Orator the said Attorney is possessed and ready to be produced whenever this Hon.ble Court shall be pleased to require and Your Orator further Sheweth unto this Hon.ble Court that he has frequently and in a most humble manner requested payment from the said Ramiah Pillay of the said Sum of Two hundred and Seventy One Pagodas Twenty Fanams and Forty Cash

But now so it is May it please this Hon.ble Court the said Ramiah Pillay obstinately and unjustly refuses to pay the said Sum or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator thus forever Prays Process of this Hon.ble Court to Issue to Compel the said Ramiah Pillay to appear at this Hon.ble Court to Answer the Premises and to Stand to and abide such Order and Decree herein as to this Hon.ble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Ramiah Pillay may

Mayor and his Corporal Constable Alguazil and Inspector Common Land and Singular the Mallies and Things known before the Worshipful Alledgulars fully truely and Effectually to Enter and Enquire as well Verbal as Wrote and Particularly to Examine Search and Enquire and Thereupon to Determine and Finally to Judge and Decree Agreeable to Justice and Equity the Cause Matter and Thing aforesaid Sum of Two hundred and Twenty One Pagodas Four Fanams and Forty Cash with all Costs of Suit Interest and Damages hereafter because and Wherefore also all Costs of Suit Cost

Know all Men by these Presents that I Ramiah Pillay late Inhabitant of Madras Merchant do hereby Acknowledge and Confess myself to be Indebted and Owing unto Mr. Stuart Hall Esqr. Sheriff of Fort St. George Inhabitant of Madras aforesaid and his Successors in the said Office the Sum of Two hundred and Twenty One Pagodas Four Fanams and Forty Cash Current Coin of the Honble United Company of Merchants of England trading to the East Indies or the Value thereof in Gold or Silver Coin at the Rate or Exchange of Ten Rupees for every Pagoda on Demand to the said Mr. Stuart Hall his Successors in the said Office or his or their Certain Attorney or Attorneys Executors Administrators or Assigns for which Payment well and truely to be made I do hereby bind myself my Heirs Executors and Administrators and all and every my Goods and Chattels Lands and Tenements whatsoever and wheresoever Witness my hand and Seal this 18th day of September in the Year of our Lord One Thousand Seven Hundred and Eighty Five

Sealed and Delivered in the Presence of us

Witness to the Signing hereof

Witness to the Signing hereof

Received of Mr. Stuart Hall Sheriff of Fort St. George the Sum of Two hundred and Twenty One Pagodas Four Fanams Current Coin of the Honble United Company of Merchants of England trading to the East Indies or the Value thereof in Gold or Silver Coin at the Rate or Exchange of Ten Rupees for every Pagoda on Demand this 18th day of September 1785

Received the Interest of the above Sum to the 10th Instant

Received the Interest of the above Sum to the 10th Instant

Received the Interest of the above Sum to the 10th Instant

Twenty Shillings and Forty Cash Sterling in Sterling Money of Great
Britain at the Rate of Eight Shillings for every Piaster the Sum of One
Hundred and Eight Pounds Eleven Shillings and Six Pence Sterling and
Now Know Ye that the said Venceslaus Maria de Braminy for and
in Consideration of the Sum in Hand paid by Francis D'Abreu the Elder
Shop keeper Inhabitant at Fort St George before the Sealing and Delivery of these
Presents the Receipt whereof the said Venceslaus Maria de Braminy doth
hereby Acknowledge the said Venceslaus Maria de Braminy Hath
Sold Assigned and Set over and by these Presents Doth Sell Assign
Set over unto the said Francis D'Abreu the said Promissory Note
and Account Current and the Money thereupon due and
Owing and which may become due and owing thereon and all
his Right and Interest of and in the same and every part
thereof and the said Venceslaus Maria de Braminy for the Consideration
aforesaid Hath made Constituted and Appointed the said Francis
D'Abreu his Heirs Executors Administrators and Assigns his
True and Lawful Attorney or Attorneys Irrevocable for him and
in his Name and in the Name and Names of his Heirs Executors
Administrators and Assigns but for the sole and proper use and
Benefit of the said Francis D'Abreu his Heirs Executors Admi-
nistrators Assigns to ask Require Demand and Receive of the said
Ramanadin Pillay his Heirs Executors Administrators and Assigns
the Money due and to become due on the said Promissory Note
and Account Current and on Receipt thereof to Give Acquit-
tance and Discharge for the same and on Payment thereof to the said
Ramanadin Pillay his Heirs Executors Administrators and Assigns
Sufficient and Ample Release and Discharge and in Case of Refusal
or Neglect of Payment thereof to Sue for Recover and Attach
the said Promissory Note and Account Current and give sufficient
Release and Discharges and Undertake any Attorney or Attornies
under him to make Constitute and Appoint and the Whole Power
and

the said Francis D'Abreu his Attorney or Attornies under him
shall Lawfully do in the Premises the said Venceslaus Maria de Braminy
doth hereby Allow and Affirm and the said Venceslaus Maria de Braminy
doth Covenant Will the said Francis D'Abreu that he the said Venceslaus
Maria de Braminy shall and will Receive Recover and Receive the said
Money due or to become due on the said Promissory Note and Account
Current or any part thereof Neither shall or will Release or Discharge
the same or any part thereof but will Own and Allow of all Lawful Proceedings
for the Recovery thereof the said Francis D'Abreu saving the said Venceslaus
Maria de Braminy harmless of and from any Suits that may
be Arising or Ensue thereby In Witness Whereof the said Venceslaus
Maria de Braminy hath hereunto set his Hand and Seal in Fort
Saint George aforesaid this Twenty Sixth Day of September in the Year of
Our Lord One Thousand Seven Hundred and Eighty Eight

Signed Sealed and Delivered
Whereas Stamp Paper is to be had
in the Province of

వాచకం చేసినది

Vedagury Roylo

Signed Venceslaus Maria de Braminy

A true Copy
J. Stuart Hall
Atty for Complainant

Mayor's Court
Madraspatnam

Tuesday the 17th Day of March
Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor
James Call and James London
Aldermen

Between Venkatah Pauiah
of Madras Inhabitant by his Attorney
Francis Do Rozario the same place
Inhabitant Complainant and
Pauiah Pillay also of the same place
Inhabitant Defendant

Appearing by the Records of this Court
that the Usual Shares issued for the Defendant to Answer the
Complainants Bill which he has Neglected doing This
Court do therefore think fit to Order and Decree and Accordingly
Order and Decree that the Defendant shall pay unto the Complt
as and the full and just Sum of Two Hundred and Seventy
One Pagodas Twenty Fanams and Forty Cash Rec.d 271.20.40
together with all Such Interest as accrues on the Above Sum
due thereon and till full payment be made also all Costs of this Suit

Fine

214.

Fort St. George 16th June 1787

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Shew unto this
Honble Court Your Orator William Burke of Madras Esquire that
William Churchill late of Tranquebar Esquire justly and truely
indebted unto Your Orator in the Sum of Twelve
Thousand four hundred and forty five Pagodas Thirty Fanams
Sworn Cash Current Money of Madras Making one Sterling Money
of Great Britain at the Rate of Eight Shillings for every Pagoda
Rupees Four Thousand Nine hundred and Seventy Eight Rupees
and five Shillings as will more fully and at large Appear by
Copies of Two Accounts Current hereunto Annexed for Examination
Forth Wherefore this Honble Court and which Your Orator prays may be
Pleased to Grant a Writ of Subpœna Issuing out of this Honble Court
Admitting the Premises and Directed to the said William Churchill
further Commanding him thereby Personally to be and Appear before this Honble Court
on a Certain Day and in a Reasonable Manner to be prayed from thence
and Directed and Commanding him the said William Churchill by the Writ
said Writ of Subpœna Issuing out of this Honble Court to Answer the
four hundred and forty five Pagodas Thirty Fanams and Seven
Cash Rupees Four Thousand Nine hundred and Seventy Eight and five Shillings
Court the said William Churchill Obstinately Refuseth fully
Refuses to pay the same or to give Your Orator any manner of
Satisfaction touching the Premises Your Orator therefore
Prays Grant a Writ of Subpœna to this Honble Court directed to the said
Agreeable to Equity and Good Conscience To the End therefore
that the said William Churchill may personally be and Appear
full true direct and Perfect Answer Make to the Matters
the Matters and Things herein before set forth and Alledged
fully truely and Effectually to all Intents and Purposes as

William Burke Esq.r in Account Current with William Churchill

1786					1786						
June	12	Sunry Drafts on Mr. Burke for 1067.16 Rs			July	8	Paid Messrs. Harrop & Stevenson Account		98	2	
		granted to the Collegiate Church	2869	30			Lieut. Davison				
		here hands @ 370 for 100 S.r Pagodas			Sept.r	1	Cash Paid Mr. Lautour for Bills of Exchange		496	16	
					Oct.r	3	Cash Paid Mr. Porcher		343	25	
Oct.r	20	Produce of Callingapore debited by Messrs. Harrop			Nov.r	26	Do. — Duby Drafts on Mr. Cockerane		297	22	
		& Stevenson for 2222 Pagodas @	1033	6	Dec.r	8	Do. — Duby Drafts on Mr. Lautour		600		
		16 p.r Cent				26	Do. — Duby Drafts on Mr. Cockerell Agent Bengal		1000		
					1787						
Nov.r	3	To Balance of Cash Received from Messrs.	58	15	4½	Jan.y	10	By a Chest of Claret Containing 134 Bottles @ S.r P.s 472 p.r Doz		57	31	40
		Harrop & Stevenson					23	By sundry Drafts on Mr. Robert Williford		130		
1787								on Mr. Harrington & Sanjore				
Feb.y	7	To Cash Received from Mr. Heywood	439	29		Feb.y	2	Do. — on Mr. Harrington & Sanjore for 50 S.r P.s @ 12½ p.r Cent in favour of Saumy Moodeliar		43	18	
								& Saumy Pillay & Sanjore		20		
						March	19	Insured Pr. Mail Pagoda & Sanjore		11	80	
							12	Collection of Native Accounts for Mr. Hebrew		101	34	30
								Balance Rec.d				
		Pagodas	3924	19	4½			Pagodas		1392	19	4½

Errors Excepted
March 20. 1787
William Churchill
Clas.t Parker

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Dr. William Churchill Esqr. in Account Current Mr. William Burke Esqr. Cr.

1787 March 20th	To the Amount of Balance of an Account Current bearing date this day	1034	30	7	
June 12th	To Interest on Dr. to this day 2 22 @ 12 Cent	277	"	"	
	To Cash taken from my Chest and Your own Account as Acknowledged to be due by Your Letter dated 12th April 1787	2000	"	"	
June 12th	To Interest on Dr. to this day 1 21 @ 12 Cent	34	"	"	
	Pagodas	1244	30	7	

Madras June 12th 1787
Errors Excepted
William Burke
Attorney Chas. Burke

By Balance 1244 30 7

Pagodas 1244 30 7

Filed the 14th June 1787

In the Honble the Mayor's Court at Madraspatnam

Between William Burke of Madras Esquire Complainant and William Churchill Late of Tranquebar Defendant

William Burke the above Named Complainant Maketh Oath and Saith that William Churchill the above named Defendant is justly and truely indebted unto him this Deponent in the full and Just Sum of Ten thousand Pagodas and upwards Current Money of Madras and that he this Deponent hath reason to believe that the above Defendant Will conceal himself upon hearing that a Bill is filed against him or endeavour to find means such as his fraudulent purposes may Suggest to him to elude and evade the Process of this Honorable Court

William Burke

Sworn at Fort St. George this 14th June 1787 before me

Jas. Call
Mayor

Filed the 28th Augt 1788

In the Honble the Mayor's Court at Madraspatnam

Between William Burke late of Fort St George Esquire Complainant and William Churchill Defendant

Robert Mitford attorney to and for the above Named Complainant Maketh Oath and Saith that William Churchill the above Named Defendant is justly and truely indebted unto William Burke in the full and just Sum of Ten Thousand Star Pagodas and upwards Current Money of Madras and that the Defendant has been within the Jurisdiction of this Honble Court since the cause of Action Arose

Sworn before me at Fort St George this 28th day of August 1788

R. Mitford
Attd Wm Burke

Edwd Garrow
Mayor

Mayor's Court at Madraspatnam } Tuesday the 24th Day of March Anno Domini 1789

Present

L.S. William Webb Esquire Mayor
Edward Garrow — Andrew Ross and
Robert Mitford — Aldermen

Mayor's Court

Between William Burke of Madras Esquire Complainant and William Churchill late of Tranquebar Defendant

It Appearing by the Records of this Court that the Space of Six Months of the time Limitted by his Majesty's Charter is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and as the Defendant has not made any Appearance in Court to Answer the Complainants Bill this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Ten Thousand Pagodas (Pagodas 10000 —) 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 being the Sum Verifyed to the Satisfaction of the Court by the Oath of Mr Robert Mitford the Attorney for the Complainant

Cur

Filed 5th April 1788

To the Honble the Mayor Court of Madrass in Council

Humbly Complaining Shew unto Your Honble Court Your Orator Ramalinga Pillay of Madrass Inhabitant That Vadamalaca Pillay alias Thambyplan Inhabitant stands Justly and Indebted unto Your Orator in the Sum and Just Sum of Eighty Pagodas Five Fanams and Twenty Cash Current Money of Madrass Making in Gold Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Thirty five Pounds and Six Shillings or Thereabouts, as will More fully and at Large Appear by a Copy of an Account Current hereunto Annexed for the Perusal of this Honble Court and Prays Your Orator may be Admitted Day part of this Your Orators Bill of Complaint the Origina l of which being in Your Orators Possession and Ready to be produced whenever Your Orator shall be by this Honble Court thereunto required Your Orator further Sheweth unto this Honble Court that the said Vadamalaca Pillay did by a certain Bond or Obligation bearing Date the Twenty Seventh Day of October in the Year of Our Lord One Thousand Seven Hundred and Eighty four became bound and Stands bound to pay or cause to be paid unto Your Orator the Sum of One Hundred and fifty Pagodas, and did further Agree and by the said Bond or Obligation Was Liable for Default of Payment of the said Sum of One Hundred and fifty Pagodas, Your Orator might and Should Prosecute him the said Vadamalaca Pillay in this Honble Court as will More fully and at large Appear by a Copy of the said Translation

Translation of a Bond or Obligation hereunto Annexed for the Perusal of this Honble Court which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint the Origina l of which being in Your Orators Possession and Ready to be produced whenever Your Orator shall be by this Honble Court thereunto required Your Orator further Sheweth unto this Honble Court that by the Charter granted by his late Majesty King George the Second to the Honble United Company of Merchants of England Trading to the East Indies bearing date the 5th 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 Lawful 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 Madrass patam or Without any of the Factories Subject or Subordinate to Fort St 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 Bond or Obligation is inserted a Clause by the Consent and Agreement of the said Vadamalaca Pillay which is and every Respect Conforms to both the Letter and Spirit that part of his late Majesty Charter respecting Indian Natives and before Recited by which Your Orator is Enabled Undeniably Competent and Legally Qualified to prosecute the said Vadamalaca Pillay in this Honble Court against the said Vadamalaca Pillay Your Orator further Sheweth unto this Honble Court that the said Vadamalaca Pillay hath not nor hath any amount or

Paid for Caused to be paid unto Your Orator or unto some
for Your Orator Henry Hen Howchelaw any Part of the
Aud and Owing or Which said Bonder Allegation Your
further Shewn Unto Him Honble Court that he the
and Indian Amicable Manner to pay the Payment from
Said Madamala Pillay of Which sum of Eight Eight
Two Fanam and Twenty Cash

Pretences

Court That The said Madamala Pillay Colonel Lyand
Refuse to pay Him and to give Him Your Orator any
Satisfaction touching the Premises Your Orator therefore
Prays a General Relief unto Him Honble Court To
Appear Agreeable to Equity and to Your Honble Court
End Therefore that The said Madamala Pillay may
His Corporal Bodily Full Then Your Orator and
Make to all and Singular Matters and things herein
before Set forth and Alledged as fully Intirely perfectly and
Effectually to all Intents and Purposes as if the same
Sure again Repeated and Particularly Confessed and
Him The Defendant Pay and Answer unto Your Orator the said
Sum of Eight Eight Pagodas Two Fanams and Twenty Cash
with all Costs That Power or Shall Hereafter become
due Thereon and Unto all Costs of This Suit

May it Please Him Honble Court to Cause the
said Madamala Pillay 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 Him
Honble Court to Answer and Plead to this Honble
Court premised and Appointed That Your Orator
Your Orator Bill of Complaint and Further to Hear and

bided by such Order and Decree Therein as to Him Honble
Court Shall Seem Meet

For Fort St George the 9th April 1788

This Bill was shewn to Him in Court the Days
of Adjournment Let a Subpoena Issue
returnable Next Court Day

P. Spencer
Atty Complainant

Wm Call
Sent Alderman

Pagodas Fanams Cash

Madamala Pillay - 8 2 20

Paid Mr Spencer - 8 2 20

Mr Spencer Paid Mr Call 1788 March 28th 1 3 "

Mr Call Paid Mr Spencer 1788 March 28th 1 3 "

Mr Spencer Paid Mr Call 1788 April 9th 1 3 "

Mr Call Paid Mr Spencer 1788 April 9

Translation of a Bond Dated 17th Alpesy of Crody Year Answering to Anno Domini 27th October 1784

I Vadamala Pellay Son of Panyanjary Venkatachella Pellay of Madras do give this Bond to Ramalinga Son of Vidalapandy Roodra Pellay Conicoply Cast of the Same place that is to say

In Consequence of my urgent Occasion I have this day borrowed and received of You the Sum of (150) One hundred and fifty Star Pagodas Current Money of Madras which Sum I do hereby Engage to Repay You on or before the 17th Maurys, or twenty Seventh February Next with all Such Interest as shall or may become due thereon at the Rate of 12 per Cent per Annum, In default of which You are hereby Empowered to recover the Money by Prosecuting me in the Court without Transferring, Then I have given You this Bond with my free Will and Consent, Witness Anyerungauta Pellay and Namasevoya Pella by their Knowledge this Bond was drawn by Ayanumbankum Tanapen

(Signed) Vadamala

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

(Signed) Rangunaudom
Interpreter

Witnesses (Signed)
Anyerungautan
Namasevoyan
8th Chittry Parambavee Year
or 18th April 1786

Received from Shroff
Vingo Star Pagos 100

A true Copy
P. Spencer
Attys Compl.

Mayor's Court at Madraspatnam } Tuesday the 24th Day of March Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor
Edward Garrow — Andrew Ross
Robert Milford — and Aldermen

Mayor's Court

Between Ramalinga Pillay of Madras Inhabitant Complainant and Vadamala Pillay also of the Same Place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected Doing this Court Doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Eighty Eight Pagodas Tenfanam and Twenty Cash (Pagodas 88.10.20) together with all Such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

A Cur

Filed the 4th Febry 1789

To the Honble the Mayor Court at Madras in Council

Humbly Complaining Shew unto this Honble Court Your Orator Cawnoo Mootia by his Attorney James Lazenby of Madras Inhabitant That James Barber of the said Place Merchant stands justly and truly Indebted unto Your Orator in the Sum and Just Sum of Seven Hundred and forty three Star Pagodas Thirty Fanams and forty Seven Cash Current Money of Madras Making in Sterling Money Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Ninety Seven Pounds and Seven Shillings as Your Orator Will Ready fully and at Large Appear by Copies of Bonds Obligations and Powers of Attorney hereunto Annexed for the Inspection of this Honble Court and unto which Your Orator Prays may be Admitted as part of this his Bill of Complaint The Original Whereof being in Your Orator's Possession and Ready to be produced before this Honble Court when Required and Your Orator further Shews unto this Hon[ble] Court That he hath frequently and in all Amicable manner Required Payment of the said Sum of Seven Hundred and forty three Star Pagodas Thirty Fanams and forty Seven Cash from the said James Barber

But now so it is May it please this Honble Court the said James Barber Obstinately and Wilfully Refuses to pay the said Sum or to give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore Prays a General Relief as to this Hon[ble] Court shall Appear Agreeable to Equity and good Conscience

To the End therefore the said James Barber may appear to this Original Bill of Complaint True Direct and Perfect Answer Make

Make to all and Singular the Matters and Things herein before Set forth and Alledged as fully Truely Perfectly and Effectually to all Intents and Purposes as if the same were herein Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Seven Hundred and forty three Pagodas Thirty Fanams and forty Seven Cash together with all Costs of this Suit

May it please this Honble Court to Cause the said James Barber to be Summoned and Required by the Sheriff of Fort St George Fouzdar of Madras patuam 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 prescribed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

P. Spencer
Att[y] Compt[t]

4th February 1789

This Bill was shewn in Court in the Mayor's Adjournment Vera Summons issued thereon Returnable Next Court Day

Jon Webb
Mayor

Known all Men by these Presents that I James Barber Merchant of Madras am held and firmly bound unto Cawnoo Mootia in the Penal Sum of Fourteen Hundred and Eighty Seven Star Pagodas Nineteen Fanams and Fourteen Cash To the Payment whereof well and truely to be made to the said Cawnoo Mootia his Heirs Executors Administrators or Assigns

I do hereby bind myself my heirs Executors and Administrators severally by these Presents In Witness whereof I have hereunto set my hand and Seal in Fort George this fourteenth Day of March in the Year One Thousand Seven hundred and Eighty Eight

WHEREAS the above bound James Parker has this day borrowed and received of the above Named Commore Mostiad the full and just Sum of Seven hundred and forty three Star Pagodas Thirty Fanams and forty Seven Cashe to him at Interest the Rate of Twelve p Cent p Annum payable in six Months —

NOW the Condition of this Obligation is such that if the above bound James Parker his heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto the said Commore Mostiad his heirs Executors Administrators or Assigns the full and just Sum of Seven hundred and forty three Star Pagodas Thirty Fanams and forty Seven Cashe together with Interest for the same at the Rate aforesaid on the Day of payment of this Obligation to be void and of no Effect otherwise to remain in full force and Virtue

Signed Sealed and Delivered — Wherein stamped Paper is to be had in the Province of ——————

Signed Jas Parker (L.S.)

Henry Walker

Fanams

Attorney for Commore Mostiad

Plaintiff

Know all Men by these Presents that I Commore Mostiad have made ordained constituted nominated and Authorized and by these presents do make ordain constitute and

Nominate

Nominate Authorize and appoint Ramasawmy to be my true and lawfull Attorney for me and in my Name and for and on my proper use and behalf to Demand Recover sue for Recover and Receive of and from all and every all Manner of Person and Persons whatsoever and from all and every Body Corporate and Politick whomsoever all and every such Sum and Sums of Money Debts Dues Goods Effects and things whatsoever which I now am and shall be and grow due owing payable or belonging unto me the said Commore Mostiad upon or by Virtue of any Bill Bond Book or upon Account of Reckoning or dealing or upon any Account way or means and any other matter cause or thing whatsoever and if need be for me and in my Name to Ask Demand and Require a true Account and Reckoning of all or any Person or Persons concerned in the premises and upon such Account and Reckoning or upon Refusal or Neglect to Sue Implead Attach Seize Sequester Imprison and Arrest the Person and Persons Goods and Effects or other things of any and every such Person and Persons so refusing or neglecting and to Compound and Agree for the same and upon Payment or Delivery thereof or any part thereof sufficient Acquittances and Discharges for me and in my Name to Seal and Deliver and upon Payment to make and give Writing and by these Presents granting unto my said Attorney full Power and Authority and Touching the premises and every part thereof to Attach Seize Sequester Implead Imprison and Arrest all and every such Person and Persons and them and every of them to Release and Discharge and out of Prison and Custody to Let and Set at Liberty and to Appear for me and in my Name in all and every Court or Courts or other place and Places whatsoever and to Prosecute and Defend any Suit Action or Appeal for or against me and in my Name and for my use and behalf in any Court or Courts whatsoever by Reason of the Premises or otherwise and one or more Attorney or Attorneys under him for that purpose to Substitute and Appoint and again at pleasure to Revoke and Make void and generally to do Act and perform all and every other matter and thing whatsoever touching and concerning the premises as fully and amply to all intents and purposes as I myself might or could do if I were personally present and I do hereby ratify and confirm all and whatsoever my said Attorney or his Substitute

Substitute

Substitute shall legally procure to be done in and touching
the Premises. In Witness whereof I have hereunto set my hand
and Seal this Virgole aforesaid this twenty sixth Day of January
in the Year One Thousand Seven hundred and Eighty Eight

Signed Sealed and Delivered
in the presence of ——— } Signed Commee Mootah

Melladryah
Chennay Mootiah

A true Copy P. Spencer
Atty Complt

Mayor's Court Madraspatnam } Tuesday the 2d Day of March
Anno Domini 1789

Present

L.S.

William Hebb Esquire Mayor
Edward Gatton — Andrew Ross
and
Mayor's Court Robert Milford — Aldermen

Between Commee Mootah
by his Attorney Ramasawmy of
Madras Inhabitant Complainant
and James Baxter of the same place
Merchant Defendant

It Appearing by the Records of this Court that the
usual Rules have been for the Defendant to answer the Complai-
nants Bill which he has Neglected doing this Court doth there-
fore Order and Decree and Doth Accordingly by Order and
and Decree that the Defendant shall pay unto the Complainant
the full and just Sum of Seven Hundred and forty three
Pagodas thirty Fanams and forty Seven Cash Star Pagodas

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

By Court

Filed 13th Augt 1785

To the Honble the Mayor &
Court of Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Tellicala Casawa Moodeliar of Madras Mer-
chant Sheweth that Sashachellum of the same place Merchant stands
indebted unto Your Orator in the full and just Sum of Two
Thousand Eight Hundred and Eighty three Pagodas forty Fanams
and Seventeen Cash Current Money of Madras Making in
Sterling Money of Great Britain after the Rate of Eight
Shillings for every Pagoda the Sum of One Thousand One hundred
and fifty three Pounds Eleven Shillings and Sixpence as will
More fully and at Large Appear by an Account Current Marked
A. N. 1. hereto Annexed between Your Orator and the said
Sashachellum for the Inspection of this Honble Court and
Which Your Orator prays may be taken as part and parcell
of this Your Orator's Bill of Complaint, For that Whereas
Your Orator Sheweth the said Sashachellum leaving on the
Twenty Ninth Day of May in the Year One Thousand Seven
hundred and Eighty four, Applied unto Your Orator for the
Loan of Four Thousand four hundred and Sixty Pagodas,
Your Orator did at the especial Instance and Request of the
said Sashachellum, thereupon Lend and Advance unto the said Sashachellum, the Sum of
Certain Loans and Credittances as set forth and Expressed
in the Malabar Writing under the Hand and Signature of the
said Sashachellum and bearing Date the aforementioned 29th
day

day of May in the said last Mentioned Year 1784 and thereunto by way of Mortgage Transfer Assign and make over unto Your Orator Several Houses and Gardens with the Appurtenances thereunto belonging Situated lying and being in the Town of Madraspatnam as will more fully Appear by the Bond of the said Original Malabar Obligation Marked B. 1 hereto Annexed for their inspection of this Honble Court and the Prayer of this Your Orators Bill of Complaint the Original whereof Your Orator has in his Custody and Ready to be produced when ever thereto required Whereby the said Sachachellum Your Orator shews to be acknowledged to have Borrowed and Received of Your Orator the said Sum of Four Thousand four hundred and Eight Pagodas which Sum he did therein and thereby promise and Bind himself to pay unto Your Orator or his Assigns on the 20th day of September in the said last mentioned Year 1784, with Interest for the same from thence thereon after the Rate of twelve per Cent per Annum, Your Orator further shews that upon Default of Payment of the said Sum of Four Thousand four hundred and Eight Pagodas according to the said Mortgage Bond or Obligation given by the said Sachachellum, Your Orator and the said Sachachellum Agreed and Were Bound to Your Orator and Covenanted, that in case any Difference Arising on this Obligation Should not be Submitted to this Honble Court for their Ultimate Decision, whereby Your Orator Shews to this Honble Court a Jurisdiction as the Charter Granted and Empowered, as will more fully Appear by a Reference to the N.o 2. of the Translate of the Original Mortgage Bond or Obligation in the Malabar Language hereto Annexed for the Inspection of this Honble Court, And Whereas Your Orator shews that he has frequently and Diurnal Civil Manner Requested Payment of

of and from the said Sachachellum of the said Principal and Interest

But now so it is and may it Please this Honble Court the said Sachachellum Obstinately and Wilfully to pay the same or give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a Special Writ issued out of this Honble Court shall Appear agreable to Equity and good Conscience and to the End and Intent that the said Sachachellum may upon Service Corporal Duly fully & truly Answer Direct and precisely Answer make to all and Singular the Matters and Things herein before set forth and Alledged as fully truely and Effectually to all Intents and purposes as if the same were herein again Negatived and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four Thousand Eight Hundred and Eighty Three Pagodas Forty Fanams and Seventeen Cash together with the Interest due thereon also all Costs of this Suit now incurred or that Shall hereafter become due thereon and Your Orator shall Ever Pray &c

Let the Writ issue as Prayed

Thos Sandys

Let the said Sachachellum Obstinately and Wilfully to pay the Saint George Court of Madraspatnam and the District thereof Personally to be and Appear before this Honble Court to a certain Time and Place to be by this Honble Court specified and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Chas Brandley
Actg Compt

13th August 1785

This Bill was shewn to be Engrossed the Days of Adjournment Returnable Next Court Day

Thos Stoney Mayor

Dr. Sashuchellum in Account Current with Tollerala Cannon Woodelair — Cr.

1784					1784							
May	29	To Cashuchellum on his Mortgage Bond		4460			Aug	8	By Cashuchellum on Account Current		50	
1785		To Interest on the above Sum from 29 May						14	By Do	Do	50	
Aug	9	84 Tollis Days @ 2.10 @ 12 P Cent P An						26	By Do	Do	50	
		Amount		63	12		Sept	3	By Do	Do	10	23
								8	By Do	Do	300	
								14	By Do	Do	1000	
							Dec	31	By Do	Do	100	
							1785					
							Jany	6	By Do	Do	37	34 30
							March	9	By Do	Do	150	
							Aug	9	By Interest on the above Sum to Tollis Day @ 12 P Cent P Annum			
									One Pag	@ 30	for 1	6 60
									One	50	11.22	5 39
									One	50	11.13	5 32
									One	10 23	11 6	12 1 60
									One	500	9 1	45 10
									One	1000	8 25	88 15
									One	100	1 9	1 13 60
									One	37 34 30	1 3	2 30 49
									One	150	5	1
												180 3 33
												2213 16 63
												2882 40 17
									By Balance due			
Amount Copy		Pagoda's		3099	12		For St George 9th August 1785				Pagoda's	3099 12

Chas Bromley
Chief Clerk

Errors Excepted 9th Ashburner

(237)

Mortgage Bond Dated 29th May 1784

Cashuchellum Chetty Polygar Renter Zemindary Tollerala

Madras Inhabitant

To the Honble George Pitt Esqr Governor and the Honble Council of Fort St George

Whereas I the said Cashuchellum Chetty have borrowed and received of the Honble United Company of Merchants of England trading to the East Indies the Sum of Four Thousand Four Hundred and Sixty Pagodas Current Coin of the Country of Madras for the Use of the Honble Company as appears by Bond bearing Date the 29th May 1784 Now I the said Cashuchellum Chetty do hereby Covenant Promise and Agree to and with the said United Company their Successors and Assigns that I will pay or cause to be paid unto the said United Company their Successors or Assigns the Sum of Four Thousand Four Hundred and Sixty Pagodas Current Coin of the Country of Madras on the Twenty Ninth Day of May which will be in the Year of our Lord One Thousand Seven Hundred and Eighty Five with Interest for the same at the Rate of Twelve Pagodas per Cent per Annum Current Coin of the Country of Madras from the Date hereof And I the said Cashuchellum Chetty do hereby Covenant Promise and Agree to and with the said United Company their Successors and Assigns that I will pay or cause to be paid unto the said United Company their Successors or Assigns the Sum of Four Thousand Four Hundred and Sixty Pagodas Current Coin of the Country of Madras on the Twenty Ninth Day of May which will be in the Year of our Lord One Thousand Seven Hundred and Eighty Five with Interest for the same at the Rate of Twelve Pagodas per Cent per Annum Current Coin of the Country of Madras from the Date hereof And I the said Cashuchellum Chetty do hereby Covenant Promise and Agree to and with the said United Company their Successors and Assigns that I will pay or cause to be paid unto the said United Company their Successors or Assigns the Sum of Four Thousand Four Hundred and Sixty Pagodas Current Coin of the Country of Madras on the Twenty Ninth Day of May which will be in the Year of our Lord One Thousand Seven Hundred and Eighty Five with Interest for the same at the Rate of Twelve Pagodas per Cent per Annum Current Coin of the Country of Madras from the Date hereof And I the said Cashuchellum Chetty do hereby Covenant Promise and Agree to and with the said United Company their Successors and Assigns that I will pay or cause to be paid unto the said United Company their Successors or Assigns the Sum of Four Thousand Four Hundred and Sixty Pagodas Current Coin of the Country of Madras on the Twenty Ninth Day of May which will be in the Year of our Lord One Thousand Seven Hundred and Eighty Five with Interest for the same at the Rate of Twelve Pagodas per Cent per Annum Current Coin of the Country of Madras from the Date hereof And I the said Cashuchellum Chetty do hereby Covenant Promise and Agree to and with the said United Company their Successors and Assigns that I will pay or cause to be paid unto the said United Company their Successors or Assigns the Sum of Four Thousand Four Hundred and Sixty Pagodas Current Coin of the Country of Madras on the Twenty Ninth Day of May which will be in the Year of our Lord One Thousand Seven Hundred and Eighty Five with Interest for the same at the Rate of Twelve Pagodas per Cent per Annum Current Coin of the Country of Madras from the Date hereof And I the said Cashuchellum Chetty do hereby Covenant Promise and Agree to and with the said United Company their Successors and Assigns that I will pay or cause to be paid unto the said United Company their Successors or Assigns the Sum of Four Thousand Four Hundred and Sixty Pagodas Current Coin of the Country of Madras on the Twenty Ninth Day of May which will be in the Year of our Lord One Thousand Seven Hundred and Eighty Five with Interest for the same at the Rate of Twelve Pagodas per Cent per Annum Current Coin of the Country of Madras from the Date hereof And I the said Cashuchellum Chetty do hereby Covenant Promise and Agree to and with the said United Company their Successors and Assigns that I will pay or cause to be paid unto the said United Company their Successors or Assigns the Sum of Four Thousand Four Hundred and Sixty Pagodas Current Coin of the Country of Madras on the Twenty Ninth Day of May which will be in the Year of our Lord One Thousand Seven Hundred and Eighty Five with Interest for the same at the Rate of Twelve Pagodas per Cent per Annum Current Coin of the Country of Madras from the Date hereof And I the said Cashuchellum Chetty do hereby Covenant Promise and Agree to and with the said United Company their Successors and Assigns that I will pay or cause to be paid unto the said United Company their Successors or Assigns the Sum of Four Thousand Four Hundred and Sixty Pagodas Current Coin of the Country of Madras on the Twenty Ninth Day of May which will be in the Year of our Lord One Thousand Seven Hundred and Eighty Five with Interest for the same at the Rate of Twelve Pagodas per Cent per Annum Current Coin of the Country of Madras from the Date hereof And I the said Cashuchellum Chetty do hereby Covenant Promise and Agree to and with the said United Company their Successors and Assigns that I will pay or cause to be paid unto the said United Company their Successors or Assigns the Sum of Four Thousand Four Hundred and Sixty Pagodas Current Coin of the Country of Madras on the Twenty Ninth Day of May which will be in the Year of our Lord One Thousand Seven Hundred and Eighty Five with Interest for the same at the Rate of Twelve Pagodas per Cent per Annum Current Coin of the Country of Madras from the Date hereof

of Madras which Sum I promise to pay Your Honour before the 30th of September next with Batta &c as may become due thereon at the Rate of 12 ℔ Cent ℔ Annum in default of which Payment I do hereby authorize you to cause to be levied of my Person Goods & Effects by Bond or make out an Account Current to this Bond & I engage myself to file Plea and Answer to any Suit that may be brought thereon by my Creditor Mr Jacob Isaac Mordelier, and Witness my Hand at Porto Novo this 3d Day of March 1784

Signed Sashachellum

Witness Signed
Hoolish
Abrange

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

Signed Sashayyan
Interpr.

A true Copy
Chas. Bramley
Actg Compt.

Mayor's Court
Madraspatnam

Tuesday the 23d Day of March
Anno Domini 1784

Present

L.S. William Hobbs Esquire Mayor
Edward Gannon — Aldermen
and
Robert Milford — Aldermen

Between Sashachellum Merchant Plaintiff
and Sashayyan Merchant Defendant

Mayor's Court

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing This Court do think fit to Order and Decree and do accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of Two Thousand Eight Hundred and Eighty three Pagodas forty Fanams and twenty five Cash Pagodas 2,883 : 40 : 17 together with all Costs and Charges for which Sum aforesaid as well as Costs of this Suit is made also all Costs of this Suit

℔ Cur

Filed Feby 24th 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sashachellum Merchant of this Place of Fort St George Merchant Humbly Sheweth that Sachayyah Polachoffy Merchant of the Place aforesaid on the 3d Day of March 1784 at Madraspatnam aforesaid did Sign and Seal and as his Act and Deed deliver unto Your Orator a certain Bond or Obligation bearing Date the Day and Year aforesaid whereby he the said Sachayyah Polachoffy became bound unto Your Orator in the full and just Sum of Four hundred and Fifty Seven Pagodas Star and Twenty One Cash Current Money of Madras Eighty Fanams and Twenty One Cash Current Money of Great Britain at the Rate of Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Eighty three Pounds One Shilling and three Pence or there about as will more fully and at large Appear by Copy of said Account Current and Bond or Obligation hereunto annexed Granted

Know all Men by these Presents, That I Zacharias Black of Charles County in the State of Maryland am held and firmly bound unto Captain Johns Hoff of the same County in the Sum of Five hundred Pounds Current Money of the said State to be paid to the said Johns Hoff his Certain Attorney Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents. Sealed with my Seal and dated this Twenty Second day of June in the Year of our Lord One Thousand Seven Hundred and Eighty Eight.

The Condition of the above Obligation is such, That if the above bounden Zacharias Black his Heirs Executors Administrators or any of them shall well and truly pay or cause to be paid unto the above named Johns Hoff his Certain Attorney Executors Administrators or Assigns the full Sum of Two hundred and sixty four Pounds Current Money of the said State with Interest thereon from the Thirtieth day of July next ensuing the Date hereof, then the above Obligation to be void and of none Effect, or else to remain in full Force and Virtue.

Sealed and delivered in the Presence of us

Zacharias Black (Seal)

Dr. Zacharias Black Account Current with Captain Johns Hoff Cr.

1788 June	1st	To the Amount Principal of your Bond Dated the Date hereof	528	13	1788 July	30th	By Cash Received on your Bond as Credited on the back of the Bond	100	"	"
1789 Feby	23d	To Interest on Do from the 30th June 88 to the 23d Feby 1789 inclusive 8 m 22 D @ 12 ℔ Ct & Amount	16	6	1789 Feby	23d	By Interest on Do from 30th July 88 to the 23d Feby 1789 inclusive 6 m 23 D @ 12 ℔ Cent & Amount	6	33	21
							By Cash Received on Account of Interest	10	"	"
								116	33	21
					1789 Feby		By Balance	457	30	21
		Pagoda's	574	19	42		Pagoda's	574	19	42

Maryland 23d February 1789

Zacharias Black

Johns Hoff Captain

A True Copy Test Dan Hoff Mary Comptr

Know all Men by these Presents, That I Zacharias Black of Charles County in the State of Maryland am held and firmly bound unto Captain Johns Hoff of the same County in the Sum of Five hundred Pounds Current Money of the said State to be paid to the said Johns Hoff his Certain Attorney Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents. Sealed with my Seal and dated this Twenty Second day of June in the Year of our Lord One Thousand Seven Hundred and Eighty Eight.

The Condition of the above Obligation is such, That if the above bounden Zacharias Black his Heirs Executors Administrators or any of them shall well and truly pay or cause to be paid unto the above named Johns Hoff his Certain Attorney Executors Administrators or Assigns the full Sum of Two hundred and sixty four Pounds Current Money of the said State with Interest thereon from the Thirtieth day of July next ensuing the Date hereof, then the above Obligation to be void and of none Effect, or else to remain in full Force and Virtue.

Sealed and delivered in the Presence of us

Zacharias Black (Seal)

Know all Men by these Presents that I Zachariah Polack
of George Merchant am held and firmly bound unto the Right Honble Sir John Hosea
of the same place Esquire in the Sum of One Thousand and
fifty Six Star Pagodas Twenty six Fanams and Thirty Six Cash
Current Money of Madras to the payment whereof well and truly
to be made I do bind myself my Heirs Executors Administrators
and Estate or Assigns, I do hereby bind myself my Heirs Executors and
Administrators firmly by these presents. Sealed with my Seal and
Have hereunto set my hand and Seal in Fort St George this Fourth
day of June in the Year One Thousand Seven hundred and Eighty
Eight

Whereas the above bound Zachariah Polack hath this Day
and Received of the above named John Hosea the full and just
Sum of Five Hundred and Twenty Eight Pagodas Thirty four
and Eighteen Cash to Mundal Interest at the Rate of Twelve
Cent per Annum payable in said Month

Now The Condition of this Obligation is such that if the
bound Zachariah Polack his Heirs Executors Administrators
Assigns shall well and truly pay or cause to be paid unto the
said John Hosea his Heirs Executors Administrators or Assigns the
full and just Sum of Five Hundred and Twenty Eight Pagodas
Thirty four Fanams and Eighteen Cash together with Mundal
Interest as shall Accrue thereupon at the time this
Obligation to be Void and of no Effect otherwise to be and remain
in full Force and Virtue

Signed Sealed and Delivered
in the Presence of Samuel Lyperiah &
had and Received of - - - - - - - - -

A.D. 1788

Zachariah Polack

True Copy
Hen. DuPuy
Atty Compt.

Recd

Record of Mr Zachariah Polack the Sum of One
hundred Pagodas in part of the within Bond July 30th 1788

John Hosea

True Copy Hen. DuPuy

Mayor's Court
Madras

Tuesday the 4th Day of April
Anno Domini 1789

Present

William Webb Esquire Mayor
Andrew Ross and James London
Aldermen

L.S.

Between John Hosea Captain
in the Service of His Highness the
Nabob of the Carnatick Complainant
and Zachariah Polack Defendant
George Merchant

Appearing by the Records of this Court
that the usual Rules have been served for the Defendant to answer
the Complainants Bill which he has neglected doing
The Complainant by Mr Dunbar his Att.o his Order and Demand doth
this Court Rule that the Defendant shall
accordingly Order and Decree that the Defendant do pay
unto the Complainant the full and just Sum of
Four hundred and fifty seven Pagodas thirty four Fanams
and Twenty One Cash Star Pagodas 457.30.21 together
with Mundal Interest as now is or shall hereafter
become due thereon and the full Payment to be made of
all Costs of this Suit

Filed in Court
Decr 16th 1788

To the Honble the Mayor Court at Madras in Council

Humble Complainning Sheweth

unto this Honble Court Orator George Stratton of London Esquire by his Acting Attorney Antonio Rodrigues of Madras Merchant That Charles Floyer of Fort St George Esquire stands indebted unto Your Orator in the Sum of Three Thousand four Hundred and Eighty Six Star Pagodas Thirty three Fanams and Seventy four Cash Current Money of Madras Making in Madras Money of Great Britain at the Rate of Eight Shillings for Every Pagoda Sterling of One Thousand four Hundred and Thirty four Pounds Nineteen Shillings and Ten Pence as more fully and at large Appears by the Copies of a Bill of Exchange and Letter of Advice with Protest thereon and also Copy of an Account herewith Annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this his Bill of Complaint Your Orator further sheweth That the Defendant Charles Floyer

Which the said Charles Floyer had time well granted & Decreed Mainly
a Discussion of the Merits and Justly pursuant to the Prayer
the said Charles Floyer in the said Letter of the said 6th of March
But the said Charles Floyer has Demurred thereto & Your Orator
by his said Acting Attorney has been advised to set the Matters
of a Protest in order to bring the same to a Hearing before
before this Honble Court & all other Courts of Law
that Your Orator hath frequently & under a Friendly Address
requested the Payment of the said Sum of Three Thousand five
Hundred and Eighty six Pagodas Three Thousand and
Seventy four Cash

Pardon &c. that the said Charles Floyer absolutely & willfully refuses
pay the same or to give Your Orator any manner of satisfaction
touching the Premises Your Orator prays a general Relief
as to this Honble Court shall appear agreeable to Equity and good
Conscience To the End therefore that the said Charles Floyer may
upon his Corporal Oath (full true & direct and not perfect Answer
Make to all & singular the Matters and things herein before
set forth and Alledged as fully truly & effectually to all
intents and purposes as if the same were here again repeated
and particularly Interrogated and that the said Charles
Floyer may particularly set forth whether he did at least about
the said 6th of March the said Bill was filed
as above mentioned and whether he did not since then and
in manner above stated frequently request that the said
Sum might be paid and that he may be Decreed to pay
unto Your Orator the aforesaid Sum of Three Thousand five
Hundred and Eighty six Pagodas Three Thousand and
Seventy four Cash with Interest as aforesaid shall

Shall Cheerfully become Due with Costs of this Suit

May it Please this Honble Court to cause the
said Charles Floyer to be Summoned and Required by the Sheriff
of Fort St George Town of Madraspatnam and the Limits
thereof personally to be and Appear before this Honble Court
at a certain Time and Place to be by this Honble Court for that
and Appointed then and there to Answer this Your Orators
Bill of Complaint and further to stand to and abide by such
Order and Decree therein as to this Honble Court shall seem meet

J. Popham
Attorney for Compt.

London 20th May 1779 Cash. for Pags. 2034. 23.

Twelve Months after sight I pay this my first
of Exchange to George Shallow Esqr or Order Two Thousand Thirty
One Pagodas Twenty three Fanams Madras Currency with
Interest at the Rate of Eight per Cent. & Remain from this day
Till payment for Value received as Advised by

To Charles Smith Hammond Johnson Gentlemen
George Moubray & Charles Oakeley Esqrs Your most Obedt humble Servt
at Madras Charles Floyer

Pay Jones 780. Accpt
Geo: Moubray & Oakeley
To Chas Floyer Esq.

Port 13th Decr 1782 Lil

Geo: Stratton

To
Charles Smith, Samuel
Johnson George Moubray
& Charles Oakeley Esqrs

London 20th May 1779

Gentlemen

I have this day drawn in
You in favours of George Stratton Esqr (2031.23) Two
thousand thirty One Pagod as Twenty three fanams
Madras Currency Which You will please honour on
my Account

I am
Gentlemen
Your most Obt Humble Servt
Charles Floyer

On this thirteenth day of December in the
Year of Our Lord One Thousand Seven hundred and
and Eighty Eight at the Request of Antonio de Souza
of Madras Merchant the Acting Attorney of the
above Named George Stratton I Stephen Popham
Notary Public Dwelling and Practising at Madras
on the Coast of Coromandel in the East Indies by Law-
ful Authority duly Admitted and Sworn did Perso-
nally go and demand of the above Named George Mou-
bray the Payment of the Original Bill of Exchange
(Whereof the above is a true Copy) as Acceptor thereof
But the said George Moubray gave for Answer that
the said Charles Floyer the Drawer thereof had Arrived
at Madras from England a few Months after the said
Bill was due and before the said George Moubray had paid
any part thereof who desired the said George Moubray not
to pay the same Wherefore he should he should not discharge it,
Which

Which Reason and Answer Not being satisfactory to the said
Antonio de Souza I the said Notary at the Request aforesaid
Have Protested and by these Presents do Solemnly Protest
Against the Draws of the said Bill and against the said
George Moubray as Acceptor thereof and also against all
other Persons Concerned for all Exchange, Preexchange
Costs, Damages and Interest Already Suffered and to be
Suffered for want of the Proper and full Payment of the said
Bill of Exchange According to the tenor thereof

In Testimony Whereof and at the
Request of the said Antonio de Souza I the said Notary
have hereunto set my hand and the Seal of my Office in
Madras the Day and Year first above written in the
Presence of John de Monte and William Rutter Witnesses
hereto

Stephen Popham (L.S.)
Notry Publ.

Witnesses
John D'Monte
William Rutter

A true Copy
S. Popham

Dr. Charles Thoyer Esquire in Account with Mess.rs George Stratton & Co.s Attorney Antonio de Souza Cr.

1779 May	9	To the Amount of Your Bills of Exchange of this date payable at Sight to Mr. Hamilton Brown in favour of George Stratton Esquire	2031	23	1788 Dec.r	13.	By Ballance Rec.d	3386	33 7/4
1788 Dec.r	13.	To Interest Sum D.o of this day being for 9 Yrs. 6 Mo. 25 D.s at 8 p.r Cent p.r Annum	1355						
		Pagon.t	3386	33 7/4			Pagon.t	3386	33 7/4

London 13.th December 1788

Errors Excepted

p.r Antonio de Souza

Att.d Mess.rs George Stratton Esq.r

Ann.o Cogy

J. Popham

(2.50.)

Finally

Dr. Charles Thoyer Esquire in Account with Mess.rs George Stratton & Co.s Attorney Antonio de Souza Cr.

1779 May	9	To the Amount of Your Bills of Exchange of this date payable at Sight to Mr. Hamilton Brown in favour of George Stratton Esquire	2031	23	1788 Dec.r	13.	By Ballance Rec.d	3386	33 7/4
1788 Dec.r	13.	To Interest Sum D.o of this day being for 9 Yrs. 6 Mo. 25 D.s at 8 p.r Cent p.r Annum	1355						
		Pagon.t	3386	33 7/4			Pagon.t	3386	33 7/4

London 13.th December 1788

Errors Excepted

p.r Antonio de Souza

Att.d Mess.rs George Stratton Esq.r

Ann.o Cogy

J. Popham

(2.50.)

Finally

Know all Men by these Presents that I Charles Thoyer of Lisbon Merchant do hereby make Constitute and appoint Mess.rs George Stratton & Co.s of London Merchants my true and lawfull Attorney for me and in my Name to Ask Demand Sue for Recover and Receive of and from all and every Person and Persons Bodies Politick and Corporate whatsoever all and every Sum and Sums of Money Debts Goods Wares Merchandizes Effects and Demands whatsoever which now are or hereafter shall become due owing payable or belonging to me or which I now have or hereafter shall or may have claim or demand against any Person or Persons Bodies Politick and Corporate whatsoever for or by reason or means of any Matter Cause or Thing whatsoever and upon Receipt thereof or any part thereof to Give and Make sufficient Acquittances Releases and Discharges for the same and Generally to Do Execute and Perform all and every other Act Matter and Thing whatsoever in and about the Premises as fully and amply to all Intents and Purposes as I the said Charles Thoyer could do if personally present Hereby Ratifying and Confirming all and whatsoever my said Attorney shall lawfully do or cause to be done in the Premises by Virtue of these Presents In Witness whereof I have hereunto set my Hand and Seal this Twenty Second Day of May in the Year of our Lord One Thousand Seven Hundred and Seventy Nine

Charles Thoyer (L.S.)

Signed Sealed and Delivered in the Presence of us

Richard Cheere

Thomas Cheere

Lisbon 22.d May 1779

Be it Remembered that on the Day and Year above written before me Richard Cheere Consul for His Majesty the King of Great Britain at Lisbon and the Dominions thereunto belonging personally appeared the above named Charles Thoyer and Acknowledged the above Letter of Attorney to be his Act and Deed

Richard Cheere

Lisbon 22.d May 1779

Know all Men by these Presents that I Charles Thoyer of Lisbon Merchant do hereby make Constitute and appoint Mess.rs George Stratton & Co.s of London Merchants my true and lawfull Attorney for me and in my Name to Ask Demand Sue for Recover and Receive of and from all and every Person and Persons Bodies Politick and Corporate whatsoever all and every Sum and Sums of Money Debts Goods Wares Merchandizes Effects and Demands whatsoever which now are or hereafter shall become due owing payable or belonging to me or which I now have or hereafter shall or may have claim or demand against any Person or Persons Bodies Politick and Corporate whatsoever for or by reason or means of any Matter Cause or Thing whatsoever and upon Receipt thereof or any part thereof to Give and Make sufficient Acquittances Releases and Discharges for the same and Generally to Do Execute and Perform all and every other Act Matter and Thing whatsoever in and about the Premises as fully and amply to all Intents and Purposes as I the said Charles Thoyer could do if personally present Hereby Ratifying and Confirming all and whatsoever my said Attorney shall lawfully do or cause to be done in the Premises by Virtue of these Presents In Witness whereof I have hereunto set my Hand and Seal this Twenty Second Day of May in the Year of our Lord One Thousand Seven Hundred and Seventy Nine

Charles Thoyer (L.S.)

Signed Sealed and Delivered in the Presence of us

Richard Cheere

Thomas Cheere

Lisbon 22.d May 1779

Be it Remembered that on the Day and Year above written before me Richard Cheere Consul for His Majesty the King of Great Britain at Lisbon and the Dominions thereunto belonging personally appeared the above named Charles Thoyer and Acknowledged the above Letter of Attorney to be his Act and Deed

Richard Cheere

Seven hundred and Eighty Eight payment of the same was
demanded until the Thirteenth Day of December in the
the Year One Thousand Seven hundred and Eighty Eight for
Payment thereof on the said Thirteenth Day of December in
said Year One Thousand Seven hundred and Eighty eight and
said Protest Evidence of Payment having been duly
or Refused until the said Bill was forfeited and Double the
the Defendant as Drawer by reason of such Non acceptance
payment Time between the said Acceptance of the said Bill and the
former payment to the said Acceptor and the said Protest
and Discharge of such payment thereof as aforesaid
County aforesaid Not sounding in Damages 212£ the said
Protest the Bill for several Years after the same Drawer should
not be charged and liable to the said Sum of the
for in Damages 244£ the Drawer shall be charged, if the Bill
not after the time of Payment protested in manner aforesaid
and a similar Doctrine prevailed and the said Statute
of Allen versus Doehurst reported in the said Books Reports Page
127 wherefore and for as much as the said Complainant hath
by Delaying and Neglecting to Demand payment of the said
Bill from the Acceptor or Protest the same in due time as aforesaid
to the Defendant as Drawer of the Money payment for upwards
of eight Years fully and absolutely Acquitted and Discharged
the Defendant as Drawer of the said Bill and consequently hath
of any right of Action against the Defendant as Drawer of the
said Bill for which and for diverse other Causes and Reasons
to the Law in such Cases appearing the said Defendant to this
Demurrer in Law unto the Complainants said Bill of Complaint
and all the said Matters and things therein contained and
shewn by him to be sufficient for this Honorable Court to which he

he is not advised necessary to make any further Answer
thereunto and prays to be hence Dismissed with his reasonable
Costs and Charges in this behalf most Wrongfully sustained

P. Spencer
Atty for Defendt

Filed 24th March 1789

The Joinder of George Shadbolt
by his Attorney Antonio De Souza
Lewis Esquire To the Demurrer of Charles
Poyer Defendant

The said Complainant says that for want of sufficient standing
any thing in the said Demurrer Charged & Alledged or for want
by the said Defendant to the said Bill of Complaint
to be answered for this Complainant says that the said Bill
of Complaint and the Matters and things therein contained
are duly exhibited and charged in the said Bill of Complaint
is true ready and willing to aver maintain and prove in such
Manner and form as this Honorable Court shall think fit and
for joinder to the said Demurrer this Complainant doth
it is true that the said Bill of Exchange was accepted on the
Third Day of June which was in the Year of our Lord One
Thousand seven hundred and eighty and that Payment
thereof was never demanded until the fifteenth Day of
December which was in the Year One Thousand seven
hundred and eighty eight being the Day of the Date
Dates of the said Protest but the same was not demanded nor
before made on the said George Shadbolt appears by the Answer
of the said George Shadbolt dated on the said Protest
Whereby it appears that the Defendant had received Money

to

To pray the same Audit Appear by the Letter of the said Defendant under Date the Sixth Day of March last and the Year of Our Lord One Thousand seven hundred and Eighty four Copies whereof are hereunto Annexed and prayed by this Complainant to be taken as part of this Bill under the Original being in the said Attorney's Possession and ready to be produced at the Hearing of the Demurrer and this Bill under that this Complainant has been delayed and hopes to demand Payment of the said Bill and doubts they may that they not only did demand Payment but tender a Bill which the Defendant to object to pray the said Bill which Objection this Complainant's said Acting Attorney did in the following Manner Requested by the Defendant namely as sufficient Warrant this Complainant's Attorneys Gentlemen to consider the Defendant Request as just and reasonable and to Register therein Accordingly which this Complainant's said Acting Attorney did in the following Manner by transmitting a Copy of the said Letter to this Complainant and Writing his Answer on Receipt thereof or some other this Complainant Moved by his said Acting Attorney this Application to the Defendant for Payment and Equated Demand frequently by this his Attorney at Law by whom the Defendant was informed that if no further time could be given the Defendant again solicited this Complainant's said Acting Attorney and get a Receipt of a fortnight or three Weeks at May Appear by the Defendant's Letter to the said Attorney at Law Copy whereof is hereunto Annexed and prayed to be taken as part of this Bill under the Original being in the possession of this Complainant's

Complainant's said Acting Attorney and ready to be produced at the Hearing of the Demurrer and this Bill under which last Letter was received by this Complainant's Attorney at Law dated as of Monday October last past And the said Defendant touched of and Indulgence of Two or three Weeks as therein stipulated received and Indulgence from Thursday Weeks for the Original Bills of Complaint on behalf of this Complainant was accordingly filed the Thirteenth day of December last past

By all which it Appears that this Complainant's Solicitors Attorneys have frequently solicited the Payment of the Demand due by the Defendant and that Reasonable Indulgence given was such as among Gentlemen Appears just and Reasonable and that being so given and the special Circumstances and Request of this Defendant's Bill Because the Defendant hoped and doubts not to avail himself thereof to the Prejudice of this Complainant and to the Encouragement of such Acting Attorneys and Solicitors as aforesaid Demurrer of this Defendant Demurr in this Honourable Court was to Admit the Defendant by Force and Virtue of the said Statutes aforesaid and Laws

Wherefore can the Defendant have any Colour or Pretence to the Benefit of the said Demurrer and the same to Support this Complainant from Obtaining Right of Relief in this Court upon this Cause and the Judgment of this Honourable Court upon the Pleadings already had and that Mr. Complainant's Demand may be paid and satisfied by the Defendant to this Complainant and the Costs and Charges of this Complainant occasioned by the Defendant's Bill Because the Defendant hath not already had and filed by the Pleadings already had in this Cause and by Force and Virtue of the said Statutes aforesaid and

and more inforce for the Encouragement of Distant Trade
by the Amendment of the Law and for better Administration
of Justice

J. Popham
Attorney for Complt

Mr. De Souza

Dear Sir

Enclosed I send Mr. Hastings Receiver Gl
and Colonel Dennis Count Lally to Mr. Mackay, on the
Subject of the Negotiated Bill and Your Professional Opinion
thereon I do not doubt, but that Among Gentlemen every Regard
will appear to the Colonel and Yourself, Just and Honorable

6th March 1784

Yours
Dr Sir
Your very Obedient Servant
Charles Hoyer

Abner Cyp
J. Popham

To Colonel Hoyer and Mr. De Souza

Gentlemen

Mr. Mackay Came home last night & delivered
Your Letter to me dated the 30th January last Inclosing
Not Answering for which Reason I have not any Opinion to
Mr. to You) Beg leave to lay before You the Particulars and
Circumstances Attending the Bill Negotiated by Mr. Mackay
as my Acting Attorney for Your Information, however
Your Constituent Mr. Hastings, have been Consulted on the
Considerations upon which the Said Bill
Came Into my Possession for Payment

Settlers and Accountable Before Mr. Hastings
Mackay Mr. Mackay Believed Soon a Statement of Accounts
Said Bill in question England to Colonel Cuppa, and
Claims from each Government, as equal Proportions
of Monies Advanced for the Reimbursement & Declaring
Mackay Mr. Hastings, as Rich Mr. Barker, and Mr. Mackay
also, that neither of them shall give to Colonel Cuppa any
Authority to make such Reimbursements to this, or their
Account Knowing of such Powers, or Letters of Credit being
given to Colonel Cuppa Had the Letter of Credit been which
Secretary Hamilton Communicated with the Said other Gentlemen
regard to Mr. Hastings and Bankers in London for
the Sum of £5000 Payable to Colonel Cuppa
or his Order. Should there Be Remaining Monies due to
Those three Gentlemen Jointly by Virtue of the
Powers Authority given to Colonel Cuppa to Receive from
of Money on their Account Exceeding their Proportions of the
above mentioned £5000 which by the Accounts then laid
before them by Mr. Hastings It Appeared that Two Agents
England had before their Arrival paid to Colonel Cuppa several
Demands Pounds exceeding that Specified in the Said Letter
of Credit to Mr. Hastings Proportions Said
£5000 for which Reason Mr. Hastings Drew a Bill
Colonel Cuppa Payable at Sight on their Bankers in London for
Individuals payment Proportion of their Balance with Mr.
Board and Mr. Palmer Said Bill Mr. Hastings Had Special
Convince that Colonel Cuppa Must Have Had Special
Powers of Acting for Them as Strangers Account Proceeds
Proper Regard to their Interest for from Such Reasoning
Same D

found a ready and ample Credit with the Agents of Mr Challon
in England, but still they ordered & Queries to him touching the
Sufficiency of the Powers had by any of them to give to him, and a further
Corroborating Circumstance was That neither of those Honble
Gentlemen declined paying their Bills as they became due which
Mr Challon accordingly paid, without Reservation to Mr Challon
However in Consideration to Colonel Capper, and expecting to be
More fully informed by him of the Transaction passing between
Him & India, He did agree to pay the said Bills as part of his
Disbursements to them laying before me by Mr Challon with
His express Stipulation to Grant him the Bills in Your
Possession made payable at a long Date, for the Payment
of Sir Colonel Capper in India before the Payment of his
became due, on Condition only that if Colonel Capper
on his Arrival in India should not receive Satisfactory Credit
from any of the Concerned that Instrument of the Power
Letter of Credit to Mr Challon and Co would discharge Mr Challon
and so from any said Bills but if it appeared from Colonel Capper
that he had received other powers from any person whatever
I would not pay any part of the Bills to Mr Challon or any other
in the Name of Mr Gilbert Eldred Contractor and Mr Richard
Eldred Settlor of Bills on Madras and of other Persons who
were previously present to the Board

Since the Transactions in the Agents of Colonel Capper
England, did Sir Henry Fane Bridge, commence a Suit at Law against
Mr Challon Cumming as due from him to the Amount of the
Bills of £ 17000. and I have been informed from what I
Good authority, since my last Return to India, that Colonel Capper
had disparaged Special Powers and Instructions from Mr Challon
Had the former been in India as I had reason to suppose

have been ordered & granted the Bills of any Arrival, all Doubts upon this
Matter would by Law have been immediately removed & the Agent and
Those for England would be ended

Honourable Gentlemen, for Your Satisfaction I beg to add
Mr Challon has Letters relating to the Bills purchased
and Understanding that the Widow of Colonel Capper by Indian Inquiries
by Her Shipping of Effects and Stores will find Opportunities
Considering the Probability of the Transaction of Mr Challon,
Pleased to await their Arrival for the final Adjustment of this matter,
And that Time the Allowance should be Discounted after Your Usual Rate
to Interest a Copy of this Letter to Your Consideration

I am Honble Gentlemen
Your Most Obedient Humble Servant
Charles Floyd

For Sir Thomas George
6th March 1784

Abm Cox
J Pynham

For Stephen Popham Esq
Dear Sir

I am Honble Gentlemen Your Most Obedient Humble Servant
Charles Floyd

I have Directions to acquaint You that the Gentlemen Concerned
in the Bills purchased of Mr Challon are willing to Discount
Interest at the Rate of Eight per Cent per Annum for the Time
Specified in the Bills, and to take Security for the Payment
of the Principal Sum and Interest at the Expiration of the
Time

Abm Cox
J Pynham

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 21st day of April Anno Dominy 1789

Present

William Hicks Esquire Mayor
Andrew Ross and Robert Bilford
Aldermen

George Stratton by his Acting Attorney Antonio de Souza
Charles Steyen

Bill with Copies of a Bill of Exchange and Letter of Advice annexed and a Copy of an Account Annexed Read

Demurrer Read—

Joinder Read—

The Demurrer and Joinder Being Considered
Argued and Determined this Day in the Presence of the Attorneys of both
and the Court Having Look Consideration Every Thing Offered
Pleas made Use of by the Defendant in his Demurrer are insufficient It is
Court Doth Therefore Order and Adjudge Accordingly Order that the
Demurrer be thereupon Entered Costs in the Cause

And this Court Doth Hereby Order and Decree
and Doth Accordingly Order and Decree that the Defendant do Pay unto
the Complainant the Sum of Three Thousand four Hundred
and Eighty Six Star Pagodas Forty three Fanams and Seventy four
Cash Star Pagodas 3486.43.74 Together with the Interest Subsisting
Thereon and all Costs of this Suit and Hereby Recommend to
Mediate all Costs of this Suit

Manuel Cabral

Filed 2 April 1789—

(260.)

To the Honble the Mayor &
Court of Madras Spurtonam

Humble Complaining Sheweth unto
Your Honble Court Your Orator Myla Nawiah Mordel
Son of Madras Inhabitant Most Colsane Lambo Chitty an
of the same Place Inhabitant and Jointly and Severally
Indebted unto Your Orator in the Sum and Just Sum of
Four Hundred and Twenty Two Pagodas Forty Three Fanams
and Twelve Cash Current Money of Madras making in
Sterling Money of Great Britain The Value of Eight Hund-
red Seventy Pagodas the Sum of One Hundred and Sixty
Nine Pounds Three Shillings and Eight Pence or thereabouts,
as will more fully and at Large Appear by Copy of an Account
Current Annexed and Prayed to be Admitted as part of this
Your Bill of Complaint, the Original whereof being in Your
Orators Custody and Ready to be Produced when Required
Your Orator therefore Humbly Prays that the said Cloose
Lumbo and Pranto Lumbo Your Orator by the said Cloose
Lumbo Chitty an Singanaden and Yellagada bearing Date the
Twenty first day of February which was in the Year of Our
Lord One Thousand Seven Hundred and Eighty Seven
Payable Jointly and Severally on or before the 15th May
of March from the Date thereof And Your Orator hereth
Hath Since further Covenanted and Agreed by the said Cloose
Lumbo Chitty and Singanaden and Yellagada that the said
The said Sum of Money Should and Would Discharge Rounding
To Madras and therein Specified for the Payment thereof that
Your Orator shall in such Default be at Liberty to Sue for the
same in His Honble Court Together with Interest and Costs
Cloose Chitty and Lumbo Chitty and Singanaden and Yellagada

Yellapah Your Orator is at full Liberty to Commence an Action
and Sue for the Payment of his aforesaid Debt in this Hon'ble Court
According to the meaning Spirit and Construction for his
Majesty's Charter now in force Respecting the Prosecution of
between the natives of Madras in the Hon'ble the Mayor's Court
And whereas Your Orator hath frequently and in an Amiable
Manner Requested payment of the said Sum of Four hundred
and Twenty Two Pagodas Forty three fanams and Twelve
Cash from the said Cotum Tomboo Chittyar Singanah and
Yellapah.

But now so it is May it Please this Hon'ble
Court the said Cotum Tomboo Chittyar Singanah and Yellapah
Obstinately and wilfully Refuses to pay the same or to give
Orator any manner of Satisfaction touching the Premises
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 Cotum Tomboo Chittyar
Singanah and Yellapah 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
fully truely and Effectually to all intents and Purposes as
the same were here again Repeated and Particularly Inter-
rogated and that they may be Decreed to pay unto Your
Orator the aforesaid Sum of Four hundred and Twenty
Two Pagodas Forty three 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.

But now so it is May it Please this Hon'ble
Court the said Cotum Tomboo Chittyar Singanah and Yellapah
Obstinately and wilfully Refuses to pay the same or to give

Your Orator any Manner of Satisfaction touching the Premises
Your 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 Cotum Tomboo Chittyar Singanah
and Yellapah May upon their Corporal Oath full true direct
and Perfect Answer make to all and Singular the matters and
things herein before and Alledged as fully Truely and Effectually
to all intents and Purposes as if the same were here again Repea-
ted and Particularly Interrogated and that they may be Decreed
to pay unto Your Orator the aforesaid Sum of Four hundred and
Twenty Two Pagodas Forty three fanams and Twelve Cash to-
gether with all such Interest as now is or shall hereafter become
due therein and also all Costs of this Suit.

May it Please this Hon'ble Court to Cause
the said Cotum Tomboo Chittyar Singanah and Yellapah to be
Summoned and Required by the Sheriff of Fort St. George Town
of Madraspatnam and the Districts thereof Personally to be and
Appear before this Hon'ble Court at a Certain time and Place to
be by this Hon'ble Court prefixed and Appointed then and
there to Answer this Your Orators Bill of Complaint and
further to stand to and abide by such Order and Decree therein
as to this Hon'ble Court shall Seem Meet.

Fort St. George the 2 April 1789.

Hy. Du Puy
Attorney Compt.

This Bill was shewn to me
between the days of Adjournment
let a Summons issue returnable next
Court day.

Wm. Webb
Mayor

Dr. Cotum Tomboo Chittyar Singanah and Yellapah in Account Current with Myla Ninegapah Moodelliar

1787 Feby 21st	To the Amount of Your Agreement	339		By Balance	122 43 12
Feby 16th	To Interest on the from 25th Feby 1787 to the 16th March 1789 in 2 Cent Pr Annum	83 43 12			
		122 43 12			122 43 12

Pagodas 122 43 12

Madras 122 43 12

Madras 1 Feb 1789

Myla Ninegapah

True Copy H. Y. Dupuy Atty Compt

Translation of an Agreement Dated 11th Mausey of Paraubavah Year Answering to Anno Domini 21st Febry 1787

We Cotum Tomboo Chittyar and my Relations or Copartners do give this Agreement to Myla Ninegapah Moodelliar that is to say

As we had on the 25th Thy of Veswavis Year or 5th February 1786 borrowed and Received of You the Sum of (300) Three hundred Pagodas on the Mortgage of Our House the Interest to the 25th of this Month Amounting to thirty Nine Pagodas, in all three hundred and thirty Nine Pagodas which Sum we do hereby engage to pay You on or before the 25th Mausey or 5th March and redeem our Bond Indefault of which You are to Prosecute us in the Mayor's Court and Recover Your Principle and Interest and we are to Pay the double Charges of the Court Thus We Voluntarely engage to be Responsible Jointly and Seperately for the Same This Agreement was Drawn by Ramalingam

Signed Cola Tomboo
Singanah
Yellapah

Witnesses Signed
Vurdiah
Loorah Rammasawmy

A true Translation as near Can be from the Malabar language
Ranganaudom
Interpreter

True Copy
H. Y. Dupuy
Atty Compt

Mayor's Court Madrasapatnam } Tuesday the 1st Day of April Anno Domini 1788

Present

L.S. Mayor's Court

William Webb Esquire Mayor
Vincentio Corbett and Jas. Du. Pre, Par. Mc
Aldermen

Between Mylas Vencp
Woodhouse of Madras Inhabitan
Complainant and Columbakam
Chitty of Singapatta Weaver
Same Place Inhabitant Defendan

The Defendant Columbakam Tombo Chitty
being in Court and Acknowledging the Justice of the Comp
-nants Demand Ris Court doth therefore direct his Writ
Order and Decree and Rolls According Order and Dec
The the Defendant Columbakam Tombo Chitty are shall pay unto
the Complainant The sum of Eight Hundred
and Twenty two Pagodas Forty three Fanams and Twelve
Cash Pagodas 822 and 43.12 Together with all Costs
Suites as now is or shall Hereafter become due thereupon
until full payment is made to all Costs of this Suit

Error

Fol. 28th Feby 1789

To the Honble the Mayor's
Court Madrasapatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator George Mayor of Madras Inhabitant
of the Honble United Company's Inhabitant of Lande
That Edward Pelling also of Peramangalam Inhabitant of Lande
aforesaid and duly indebted unto Your Orator in the Sum
of Eight Hundred Pagodas Forty four Fanams and Sixty
Cash Current Money of Madras Making in Sterling Money of
Great Britain all the Value of Eight Hundred Pagodas
aforesaid of Thirteen Pounds and Four Shillings or thereabouts as
Your Orator duly and Justly appear by the Copies of an
Account Current and Promissory Note of Hand hereunto annexed
for this inspection of this Honble Court and which Your Orator
prays may be allowed as part of this his Bill of Complaint and
Your Orator further Shewes unto this Honble Court That the said
Edward Pelling hath Several times Promised and Assured
Your Orator to pay unto Your Orator the Aforesaid Sum
of Eight Hundred Pagodas Forty four Fanams
and Sixty Cash from the said Edward Pelling
But now so it is to May it please this Honble
Court the said Edward Pelling Obstinately and Designedly
to pay the same or to give Your Orator any Manner of Satisfaction
for the same Your Orator therefore prays a Genl
Warrant of this Honble Court to Arrest the Body of the said
Edward Pelling and him safely keep and Detain in Custody
and Close Confinement to the End that he the said Edward
Pelling may upon his Corporal Oath fully and Perfectly
answer all and Singular the Premises and
and Every part thereof and Allegedge Fully to and
Effectually

Effectually to all Intents and purposes as if the same were
by us and each and particularly Interrogated and thereto
to pay unto Your Orator the aforesaid Sum of Thirty seven Pa
Forty four Fanams and Sixty Cash with all Costs of Suit
or what else may be more due unto Your Orator for the
Wherefore We Your Orator most humbly pray Your
Edward Telling to be summoned and required by this
Fort Saint George Town of Madraspatnam and the Limits
there personally to be and appear before this Honble Court
Certain Time and Place to be by this Honble Court for that
Appointed then and there to Answer this Your Orators
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 28th February 1789

This Bill was shewn to me in Mayor
Adjournment to a Summons issued
returnable Mayor Court day

Wm Webb
Mayor

Chas Smyth
Clerk of the Court

| | | |

A Promise to pay to Gurrapah the Sum of Twenty five Star Pagodas in a Month after Date as Witness my Hand the 6th July 1783

signed Edmund Pelling

A true Copy
Chas Ingles
Atty for the Complt

Mayor's Court
Madraspatnam
} Tuesday the 28th Day of April Anno Domini 1789

Present

L.S. William Mebb Esquire Mayor
George Savage and Andrew Ross
Aldermen

Mayor's Court

Between Gurrapah of Madras Inhabitant Complainant
and Edward Pelling late of the same place Inhabitant Defendant

It Appearing by the Record of this Court that the usual Rule has been served on the Defendant to answer the Complainant's Bill which has not been complied with Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed that the Defendant do pay unto the Complainant the full and just Sum of Two Star Pagodas Forty four Fanams and six Cash by the Bill in the Complaint mentioned with Interest for the same at the Rate of Six per Cent per Annum from the 6th March 1783 the Time of filing the Bill in this Court to the Time of Payment thereof and also the Costs of this Suit

Dft Cert

Filed the 6th March 1783

To the Honble the Mayor &
Court of Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gurrapah Dubash & Broker of Fort St George Esquire that Pelham Stewart Captain in the Service of the Honble United Company of Merchants of England trading to the East Indies and lately and at the Time of Your Orator's the Defendant's Cause of Complaint hereinafter mentioned justly and truly indebted unto Your Orator in the Sum of Two Thousand and Ninety four Star Pagodas and Forty six Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Star Pagoda Three Thousand and Ninety four Pounds and Twenty Shillings as will more fully and at large appear by the Defendant's Bill of Exchange drawn on Protest thereof by Your Orator ready to be produced in this Honble Court and whereof and of the Premises the Defendant hath had Notice Yet so it is true and Your Orator hath by this Honble Court been often requested to receive the said Sum but the Defendant refuses and neglects to pay the same or any Part thereof to Your Orator to his Damage of Two Thousand Pounds and unless this Honble Court will be pleased to grant Your Orator the Writ of Subpœna to be directed to the said Pelham Stewart Commanding him at a certain Day and under a certain Penalty therein to be limited personally to be and appear before this Honble Court and then and there to answer the Premises and to stand to perform such Order and Decree therein as to this Honble Court shall seem meet Your Orator will be remediless in the Premises

Burnaul Mayor sworn this Honble Court

The said Pelham Stewart Obstinately and wilfully refuses to pay the said Debt to Your Orator any manner of Satisfaction for the same touching which Your Orator therefore prays a general Relief according to Equity and good Conscience and to this Honble Court shall seem meet Your Orator further prays a Writ of Subpœna to be directed to the said Pelham Stewart thereby commanding him at a certain Day and under a certain Penalty therein to be limited personally to be and appear before this Honble Court then and there to answer the Premises and to stand to perform such Order and Decree therein as to this Honble Court shall seem meet

And Your Orator as in Duty bound will ever pray &c

Gurrapah

Pelham Stewart Esqr

Bill

Filed 6th March 1783

herein before set forth and alledged carefully truely and effectually to all Intents and purposes as if the same were herein again repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four Hundred and Ninety four Star Pagodas and Thirty six fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Arthur Stewart to be summoned and Required by the Sheriff of Fort Saint George Towns of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain Time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand and abide by and Obey such Order and Decree therein as to this Honble Court shall seem Meet

Fort St George 6th March 1789

This Bill was shewn to me in the Court

Days of Adjournment to be Summons

Four Returnable Next Court Day

Wm Webb
Mayor

P. Spencer
Atty Complt

Exch.e for Star Pag.s 494. 36.fs

Vizagapatam 31st March 1786

Thirty three Days after Date of this my only Bill of Exchange pay Josias Du Pre Porcher Esqr or his Order the Sum of Four Hundred and Ninety four Star Pagodas Thirty six fanams Value Rec.d of Mess.rs Du Pre Porcher & Co.y being the Ballance that will be due from you

To Capt.n Nathl.e Stewart at Fort St George

Sir
Your very Obt Servt
James Russell

Accepted 8th April 1786
Nathl.e Stewart

Sixty days after Date of this my only Bill of Exchange pay Josias Du Pre Porcher Esqr or his Order the Sum of Four Hundred and Ninety four Star Pagodas Thirty six fanams Value Rec.d of Mess.rs Du Pre Porcher & Co.y being the Ballance that will be due from you

To Capt.n Nathl.e Stewart at Fort St George

Sir
Your very Obt Servt
James Russell

Accepted 8th April 1786
Nathl.e Stewart

Vizagapatam 31st March 1786

Exch.e for Star Pag.s 494. 36 fs

Thirty three Days after Date of this my only Bill of Exchange pay Josias Du Pre Porcher Esqr or his Order the Sum of Four Hundred and Ninety four Star Pagodas Thirty six fanams Value Rec.d of Mess.rs Du Pre Porcher & Co.y being the Ballance that will be due from you

To Capt.n Nathl.e Stewart at Fort St George

Sir
Your very Obt Servt
James Russell

Accepted 8th April 1786
Nathl.e Stewart

On this Eighth Day of May in the Year of Our Lord One Thousand Seven hundred and Eighty six I Pullein Spencer Notary Public duly admitted and sworn dwelling at Fort Saint George and by the Authority of the Court of Common Pleas of the Presidency of Fort Saint George Esquire Holder of the Original Bill of Exchange whereof the above written is a true Copy do demand Payment of the Contents of the said Bill of Exchange to Captain Nathl.e Stewart who had Accepted the said Bill of Exchange and he answered that he would and would not pay the same as he thought proper and thereupon I the said Notary at the Request aforesaid did Protest and do by these Presents Protest as well against the Drawer of the said Bill

(215)

Butnon solis May it Please this Honble Court that the said Arthur Stewart Obstinately and Wilfully Refuse Pay the same or to give Your Oratrix any Manner of Satisfaction touching the premises Your Oratrix therefore prays a Genrall Relief save unto this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that the said Arthur Steward may upon his Corporal Oath fully & Directly and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were Severally Negated and Particularly Interrogated and that he may be Decreed to pay unto Your Oratrix the aforesaid Sum of Two Hundred Pagodas with all Costs of Suit and Your Oratrix shall ever pray &c

May it Please this Honble Court the Cause the said Arthur Stewart to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madraspatnam and the Inhabitants personally to be and Appear before this Honble Court at a certain Time and Place to be by this Honble Court for that purpose Appointed then and there to Answer this Your Oratrix's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Stuart Hall
Atty for Compt

Know all Men by these Presents that I Arthur Stewart Captain in the Service of the Honble English East India Company at Present at Madras Am held and firmly bound unto Mrs Elizabeth Bromley of the aforesaid place in the Penal Sum of Four Hundred Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Mrs Elizabeth Bromley her heirs, Executors, Administrators or Assigns, I do bind myself my heirs executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal this Madras the Twenty fourth day of November in the Year One Thousand Seven Hundred and Eighty seven

Whereas I the above bound Captain Arthur Stewart have borrowed and received of the above Named Mrs Elizabeth Bromley the full and just Sum of Two Hundred Pagodas Current Money of Madras to be repaid unto her or her Order on Demand Now the Condition of this Obligation is such that if the above bound Captain Arthur Stewart his heirs executors Administrators or Assigns, shall well and truly pay or cause to be paid unto Mrs Elizabeth Bromley her heirs Executors Administrators or Assigns the full and just Sum of Two hundred Pagodas Current Money of Madras together with all such Interest as shall or may become due thereupon from this Date Obligation to be void and of no Effect otherwise to continue in full Force and Virtue

(Signed) Arthur Stewart (L.S.)

Signed Sealed and Delivered
Where no Stamp duty appears to be
paid the presence of
(Signed)

Bill as all others whom it doth shall or may Concern for Exchange Re-exchange and all Costs Charges Damages and Interest Suffered and to be Suffered for Want of Payment of the said Bill of Exchange Thus Done and Protested in the presence of Domingos Johnson and Anthony Jeremiah the Subcribing Witnesses

Domingos Johnson
Anth. Jeremiah

(L.S.) Pullein Spencer
Not. Pub.

A true Copy
P. Spencer
Att. Compt.

Mayor's Court at Madraspatnam } { Tuesday the 28th Day of April Anno Domini 1789

Present

(L.S.) William Webb Esquire Mayor.
George Savage and Andrew Ross
Aldermen

Mayor's Court

Between Josias Du Pre Porcher of Fort Saint George Esquire Complainant and Arthur Stewart Captain in the Service of the Honble United Company of Merchants of England trading to the East Indies 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 think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four hundred and Ninety four Star Pagodas and thirty Six fanams of Star Pagodas 494.36 — of together With all Such Interest as now is or shall hereafter become due thereon untill full Payment is Made also all Costs of this Suit

Pr Cur

Filed in Court the 3d Febry 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Elizabeth Bromley of Madras that Arthur Stewart Captain in the Service of the Honble English East India Company at present of the same Place stands justly and truly indebted unto Your Oratrix in the full and just Sum of Two Hundred Pagodas Current Money of Madras Making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eighty Pounds as will More fully and at Large Appear by the Copy of a Bond hereunto Annexed for the inspection of this Honble Court and which Your Oratrix prays may be taken as part of this her Bill of Complaint the Original whereof is in Your Oratrix possession and Ready to be produced when Required and Your Oratrix further Sheweth unto this Honble Court that she hath frequently and in an Amicable Manner Requested Payment from the said Arthur Stewart of the said Sum of Two hundred Pagodas

But

Humbly Sheweth May it Please this Honble Court that the said Arthur Stewart Obstinately and Wilfully refuseth to Pay the same or to give Your Oratrix any Manner of Satisfaction touching the premises Your Oratrix therefore prays a general Relief unto this Honble Court to all things appear agreable to equity and good Conscience Forasmuch therefore that the said Arthur Stewart may personally be compelled to make 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 hereunto again Negated and Particularly Interrogated and that he may be decreed to pay unto Your Oratrix the aforesaid Sum of Two Hundred Pagodas with all such Interest as now or shall hereafter become due thereupon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Arthur Stewart to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrapatnam and the Three Sperrenally to be and Appear before this Honble Court at a certain Time and Place to be by this Honble Court for that purpose Appointed then and there to Answer the Premises of Your Oratrix's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Stuart Hall
Atty for Compt

Know all Men by these Presents that I Arthur Stewart Captain in the Service of the Honble English East India Company at Fort St George Madras Am held and firmly bound unto Mrs Elizabeth Bromley of Madras in the Penal Sum of Four Hundred Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said Mrs Elizabeth Bromley her heirs Executors Administrators or Assigns I do hereby bind myself my heirs executors and Administrators firmly by these Presents Witness my Hand and Seal dated Madras this Twenty fourth day of November in the Year One Thousand Seven Hundred and Eighty Seven

Whereas I the above bound Captain Arthur Stewart have borrowed and received of the above Named Mrs Elizabeth Bromley the full and just Sum of Two Hundred Pagodas Current Money of Madras to be repaid unto her or her Order on Demand Lawful Current Money of Madras Now the Condition of this Obligation is such that if I the above bound Captain Arthur Stewart my heirs executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Mrs Elizabeth Bromley her heirs Executors Administrators or Assigns the full and just Sum of Two Hundred Pagodas Current Money of Madras together with such Interest as may become due thereupon according to the Tenor and Effect of these presents then this Obligation to be void and of no Effect otherwise to continue in full Force and Virtue

(Signed) Arth. Stewart L.S.

Signed Sealed and Delivered
in the Presence of the
(Signed)

be allowed to take away part and parcel of the Premises Your Orator by his Bill of Complaint, the Original of which he is ready to be produced whenever Your Orator shall be thereunto required Your Orator further shews unto this Honble Court that Your Orator being in quiet and undisturbed Possession of the Premises aforesaid by Virtue of the Bill of Sale aforesaid that Ratnala Pellamboo Naick and Sundy Soobramonniga of Madraspatnam aforesaid Inhabitants, whereof the said Ratnala Pellamboo Naick and Sundy Soobramonniga are Natives Your Orator's being the legal Proprietor of the said Premises, did the Twelfth Day of the Month of July in the present Year of Our Lord One thousand seven hundred and Eighty three and Several other Days and Times between that Day and the first Day of the Month of August last past, enter into and upon and take Possession of the said Premises the Property of and belonging to Your Orator and cut down Twenty Cocoa Nutt Trees that were growing on the said Premises and the said Twenty Cocoa Nutt Trees then found there carried away and converted to their own Use the said Ratnala Pellamboo Naick and Sundy Soobramonniga and the said Benefit and Profits of the said Premises forcibly kept Possession of and still do detain and withhold from Your Orator to the great Damage of Your Orator and against the Rights of Our Sovereign Lord the King Whereby Your Orator hath sustained Damages to the Value or Amount of Three Hundred Pagodas Current Money of Madraspatnam and therefore hath applied to this Honble Court to grant him the Writ of Injunction hereby Your Orator prays the Defendants may be restrained by the Injunction of this Honble Court from committing the like Injuries for the future and that the Defendants may be compelled to account for the Premises and the Profits thereof and to pay Your Orator the Damages he hath sustained by Reason of the Premises and that the Defendants may be decreed to pay unto Your Orator his Costs of this Suit and that Your Orator may have such other and further Relief in the Premises as to this Honble Court shall seem meet and agreeable to Equity and good Conscience May it please Your Honble Court to grant unto Your Orator the most gracious Writ of Injunction of this Honble Court to be directed to the said Ratnala Pellamboo Naick and Sundy Soobramonniga commanding them and each of them their Agents Servants and Workmen and every of them absolutely to desist and refrain from committing any Waste Spoil or Destruction upon the said Premises and from cutting down any Cocoa Nutt Trees thereon and from carrying away any of the Cocoa Nutt Trees now standing upon the said Premises and from entering upon the said Premises and from receiving any Rents Issues or Profits thereof and from doing any other Act or Thing whatsoever touching the said Premises or any Part thereof whereby Your Orator may be injured in the Premises or any Part thereof and that the said Ratnala Pellamboo Naick and Sundy Soobramonniga may be decreed to pay unto Your Orator the Rents Issues and Profits of the said Premises which they have received since the Commencement of this Suit and that they may be decreed to account for the same unto Your Orator and to pay unto Your Orator the Damages he hath sustained by Reason of the Premises and that the said Ratnala Pellamboo Naick and Sundy Soobramonniga

Place to be by this Honble Court Perfected and Appointed this
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

Ano Dom 1783

Thos Bill was shewn to me in the Days of
Adjournment of a Summons for
Thursday Next Court Day

Wm Webb
Mayor

Thomas Jones
Atty for Complt

Know all Men by these Presents that We Mohr
Cawn Son of Pennay Gangan Mortalee Cawn Son of Mongiah Mohr
Canagan Cattarampacham Cogan Alwar Mooca Tammanah
Pennah Victoor Pariah Nulla Moorly Congie Balla Gowan
Hisby Cawn and Cogan Son of Mudras Muchunna Poindia Son
in Consideration of the Sum of Two Hundred and Fifty
Current Money of Madras to Us in Hand Paid by Cattaya
Venkadachee Modelliar of this aforesaid Place Inhabitant Where
of We do hereby Acknowledge Do declare to be thereof
fully Satisfyed and Therefore and for every Part Thereof Do fully
and Absolutely Acquit Release and Discharge the said Cattaya
pauchund Venkadachee Modelliar his Heirs Executors Admi
strators and Assigns and every of them by these Presents
Have Granted Bargained Sold Assigned and Set
and by these Presents Do fully Clearly and Absolutely Grant
Bargain Sell Assign and Set over unto the said Cattayapauchund
Venkadachee Modelliar his Heirs Executors Administrators
and Assigns forever a certain Piece of Ground Situate Lying
and being on the West Side of the Road Leading to the Mint
Gardens on the West Side of the Road Leading to the Triplicane

Gardens on the East Side of the Mint Road Mortalee Cawn and Son the East
Side to Lands belonging to the Bonds or Mortalee Cawn and Son the East
Side to Lands belonging to Bowen Gardens containing from East to West
and from North to South Two Hundred Forty and a half Feet and from
the South End One Hundred and Fifteen Feet and from North
to South One Hundred and Sixty Eight Feet or thereabouts be
the same more or less and Every Part and Parcel thereof
together with all and every the Appurtenances thereunto belon
ging or in any wise Appertaining To Have and to Hold the
said Piece of Ground and all and Singular other the Above
Bargained Premises with all and Every their Appurtenances and every
Part and Parcel thereof unto the said Cattayapauchund Venka
dachee Modelliar his Heirs Executors Administrators and
Assigns to his and their own Proper Use and Behoof for
from Henceforth fully and forever In Witness Whereof
We have hereunto Set Our Hands and Seals in Madras this
Eighth Day of March in the Year of Our Lord One Thousand
Seven hundred and eighty Three

Signed Sealed and Delivered
in the Presence of Pagoda to be
Indian Stamp Paper

Registered in the Records of the Honble the Mayors
Court of Madrapatnam this 8th March 1783

James Taylor Regr

Thomas Jones
Atty for Compt

Know all Men by these Presents that I Collingwood Cumberland Cumadachia Mooddaliar of Madras Inhabitant for and in Consideration of the Sum of Two hundred and fifty Star Pagodas Current Money of Madras to me in hand paid by Mr William Oliver of the Same Inhabitant Have Bargained and Sold and do hereby Bargain and Sell unto the said Mr William Oliver, the above named Premises Situated at the Washing Town To Have and to hold the said Premises and every part and Parcel with all the Appurtenances thereto Belonging to the said Premises unto the said Mr William Oliver His Heirs and Assigns for Ever, In Witness whereof I have hereunto Set my Hand and Seal in Fort St George this Twenty Second day of May, One Thousand Seven hundred and Eighty three

Witness

Thomas Jones
Atty for Compt

In the Honble the Mayor's Court at Madras

To Thomas Jones
Atty at Law

Sir

Pattivalle Pillambeer Maick and Lundy Cobrammy of Pattivalle Pillambeer Maick and Lundy Cobrammy of Pattivalle Pillambeer Maick and Lundy Cobrammy of

either of them, And by Answer of further Answer the said Defendant say that they absolutely deny the said Complainant hath or did either frequently or Annually or otherwise hour Demand of them, or either of them to Restore or Deliver them the said Complainant the Rule of Possession of the said premisses or any other as the pretended Property of him the said Complainant, nor to have ever Demanded of these Defendants Satisfaction for the pretended Damage and Injury and to have been Answerable to him the said Complainant, And the said Defendant Ratnala Pettumbon Naick Alias Ratnala Ragana for himself said He hath a Right to keep possession of and receive the said premisses from the said Complainant as the property of the said Defendant Ratnala Pettumbon Naick Alias Ratnala Ragana which he desires to be Heard to the said Complainant, as so unjustly and falsely Stated and Alledged by him the said Complainant in the said Bill of Complaint and that therefore there can be no Obstruction may or will fall on the side of the said Defendant to in Refusing him the Complainant the Satisfaction Required by him Requesting the said premisses or in the said Complainant to Hold any other Satisfaction for the pretended Damage of three Hundred Pagodas Current Money of Madras or in any other Summe whatever, And the said Defendant Ratnala Pettumbon Naick Alias Ratnala Ragana for their Answere to the Cost and Charges of the Suit declare that they Well and truly know the Madras that all the Cultivated and Plantation Lands Generally belonging Quite out of and belong of Right to the Principal Inhabitants within the Northward Division of the Carnatick

Carnatick, as to the Hereditary Jemmi Rent Quarrahants to the Circar and Custom Pattias are made of the produce of the Land, and Custom Pattias are made of the produce of the Land, or what Lands Gold and the Nabob or Dewan himself can Claim any further Right or Authority to the said Lands, than for his share of the said produce, Commonly called Government share, so that the Inhabitants only are the Inheritors of the Right of the said Cultivated and Plantation Lands which are Descended and Devised to them and Right of their Ancestors and who only have power to Dispose and make over such Lands, and the new purchasers in like manner Obliged to make good to their Nabob or Government their share of the produce thereof and the new purchasers in like manner as the former Owner and possessor, but the said like manner are to find that Consultancy Rent Quarrahants Wastes never are to be Rented or Farmed by and have such Lands Regarded as possessed or Farmed by and have such Lands belonging to them and Hereditary belonging of their Ancestors to them by the Inhabitants for valuable Consideration Lands which they purchase from the Inhabitants Consequently they have no Right to alter, to Dispose of any Lands as Nabob or Custom by such as they from the Inhabitants Consequently they have no Right to alter, Might have purchased as aforesaid, And further as the said Ratnala Pettumbon Naick, alias Ratnala Ragana also further Answer to and say that upon the Right and Ground before=said Obtained from the Inhabitants of Pondawaram a Village to the Northward of the Black Town, Nabob Pound Hedges of Fort St George, Fort St George, Land Measuring in the Whole Ten Cawnies or Bare Rumbo and Twenty Lots of Ground to the Cawney Containing Twenty Lots by way of Examination found Thirty Pagodas Considerable Summe of

from Stand to him Inwards Liveling Burnishing and Boiling
the said Ground for Cultivation, Rated at the Year One Thou=
=sand Seven Hundred and Sixty Eight the Company did so
likewise of the Towns Wall Stake Thirty Lotts of the said Ground
and the said Verdaya Island Quietly Peaceably and Quietly without any Molestation or Interruption
Whatever, enjoyed the Remainder Ninety Lotts which were
afterwards Mortgaged to Ratnala Navanaigah Naick
the Father of the Defendant Ratnala Pellamboo Naick alias
Ratnala Ragunah by the said Permal Lyah and Conjoyed
after the Death of his Father the said Permal Lyah Did and
Made Assignment over to the said Defendant Ratnala Pellam=
=boo Naick Alias Ratnala Ragunah for the Lots of Ground
of the said Defendants Ratnala Pellamboo Naick alias Ratnala Ragunah for the Consideration of Five Hun=
=dred and Twenty Pagodas which was in the Year of Our
Lord One Thousand Seven Hundred and Seventy Three
being after the Death of his Father the said Ratnala Navana=
=yah Naick, and the said Defendant Ratnala Pellamboo
Naick, Alias Ratnala Ragunah did likewise Continue
to hold Peaceable and Uninterrupted Possession of the said Ninety
Lots of Ground until the Year One Thousand Seven Hundred
and Eighty, when, on Account of the Lake War and Trouble
in the Carnatic it was thought fit by Government to pull
the Enemy from Harbouring and Concealing themselves in
the Timbers and Trees growing upon Ground to the North
of the Black Town Wall, and to open a free Passage for the Ad=
=vancing and Annoying the Approaches of the Enemy to Cast Bas=
and fell the Trees near the Fort, it was thought necessary to Cast Bas=
Which Ground was included in the aforesaid Ninety Lots of Ground
and the said Government of Madras in Consequence thereof
Appropriated the Publick Use, did all to other Grounds belong=

To Whom the several Respondents of their Forefathers Title Account
aforesaid Ninety Defendant Ratnala Pellamboo Naick
Alias Ratnala Ragunah being as aforesaid Respondent of
lieved Ninety Lots of Ground Marked Letter A in the
first Plan hereunto Annexed will more fully Appear, the said
Ratnala Pellamboo Naick Alias Ratnala Ragunah never=
=ceased until Lieut. Major Moule then Chief Engineer did in
Pursuance of the said Order of Government, Purchase of the
Inhabitants of Pandevoor two Separate Spots of Ground on the
East side of the Road Leading to Triwaloor, on the North side to
the Company's Choultry, on the South said to the House of
Sauttaney Venkatachellum and on the West side to the
Company's Washing Yard, Measuring in Length from North
to South Three Hundred and Fifty Feet, and East to West three
Hundred Feet, making Forty three Lotts and three Quarter of
a Lot, and the other Spot of Ground situated on the North side
to the said Road, on the North side to Stratford Moodaliahs
Garden, on the East side to Moodaliahs Garden and on the South
side to Vandaloor Narrain Pullays Garden, Measuring in
Length from North to South Six Hundred Feet and in Bread=
=th East to West at the North end Two Hundred Feet and on
the South end Sixty four Feet, making Thirty three Lots and
Owning Title to the said Spots of Ground Consisting
of Seventy six Lots, and Eleven Eighths of a Lot, which purchased
for the Sum of One Hundred and Ninety two Pagodas, and
three Sixteenths of a Pagoda, and obtained from the said
Inhabitants the said Deeds of Sale, Dated the third and
Twenty fifth of the said Moon, Signed by the Proprietors of the said
Spots of Ground as Cadgan Bills of Sale, Dated the Twenty
Day of June, One Thousand Seven Hundred and Eighty three,
Which said two Spots of Ground the said Lieut. Major George
Moule

Maule did grant and Allot unto the said Defendant Patua
Pellumboo Naick, Alias Patuala Pagana the One Marked
B. and the other C D E and F. and the said first Mention
Millabo Appuarin Lieu of the said Ninety Lots of Ground
Was dispossessed of Marked Letter A. as aforesaid and Alle
=wise Cause the said Original Cadjan Bill of Sale of the said Valuable
to be Translated into English, and Read at the foot Thereof Assigned and
Make the same over unto him the said Defendant Patuala Pel
=loo Naick, alias Patuala Pagana a Copy of which Translation
and Assignment, as likewise another Copy of a Translation from
the said Original Cadjan Bill of Sale procured from the Interpret
or Translator of this Honble Court and Hereunto annexed for the
Inspection of this Honble Court, and pray that they may be Allow
as part of this their Answer the Original whereof as aforesaid the Cust
of the said Patuala Pellamboo Naick, Alias Patuala Pagana
and Ready to be produced to this Honble Court whenever he shall
be by this Honble Court Required so to do, and the said Defendant
Patuala Pellamboo Naick alias Patuala Pagana further said
that the said Major George Maule did likewise Cause Wells to
Sunk on and Middle of the Ground Marked Letter
for the use of the said Defendant Patuala Pellamboo Naick, alias
Patuala Pagana being equal to one Rud and Square the former Ground
Marked Letter A and the said Major George Maule did Plant
=ation on behalf of the said Government of Madras and the said
Defendant Patuala Pellamboo Naick, Alias Patuala Pagana
in the Possession of the said Two Spots of Ground Marked Letters
B. C. D. E. and F. Consequently from the Several Causes and
Reasons aforesaid he the said Defendant Patuala Pellamboo
Naick Alias Patuala Pagana doth not know what Right Title

Has Interest had to Ask or Require of the Disputed Ground to the said
Cottegan Limas Nuca Dadias Modeliar or what Right or Title
the said Cottegan Limas Nuca Dadias Modeliar Could have to
Purchase the same from the said Washermen who have any
Privilege or Inheritance in the same or have they any
Right or Title to Sell or Dispose of any Ground or Lands whatever,
as they are only Screened and Regarded Tenants or Inspectors
upon Sufferance and the said Defendant Patuala Pellamboo
Naick Alias Patuala Pagana further prays leave to observe
unto this Honble Court that the several Washermen including
those who have given Evidence to have Sold the Ground disputed,
and who were in like manner Dispossessed of their several
and Respective Grounds, also to the Northward of the Bound
Hedge or Black Fence Wall aforesaid Made of Clay Grounds
Allotted to them Respectively by the said Major George Maule
in Lieu of their former Grounds as these same will more fully
and at Large Appear and by a second Plan Hereunto annexed
for the Inspection of this Honble Court whereby it will Appear
that the Ground Marked Letters G. H. I. K. L. M. N. O. P.
Q. & R. Allotted to the Washermen who are made to have
Sold the Ground disputed in Lieu of their former Grounds as
aforesaid and which were Disposed of as other Grounds or Gardens
for Sale and except those already Mentioned and the Appurtenances thereof
that the said Washermen should only Claim part of the Spot of
Ground Marked Letters C. D. E. and F. to Wit that Part Marked
Letter D. and no more leaving the Ground marked Letters
C. E. and F. unclaimed and unquestionable which in
a Circumstance very Astonishing and which Furnishes a
strong Cause of Suspicion that the said forged Antedated Bill of Sale
Annexed to the said Complainants Bill of Complaint have been

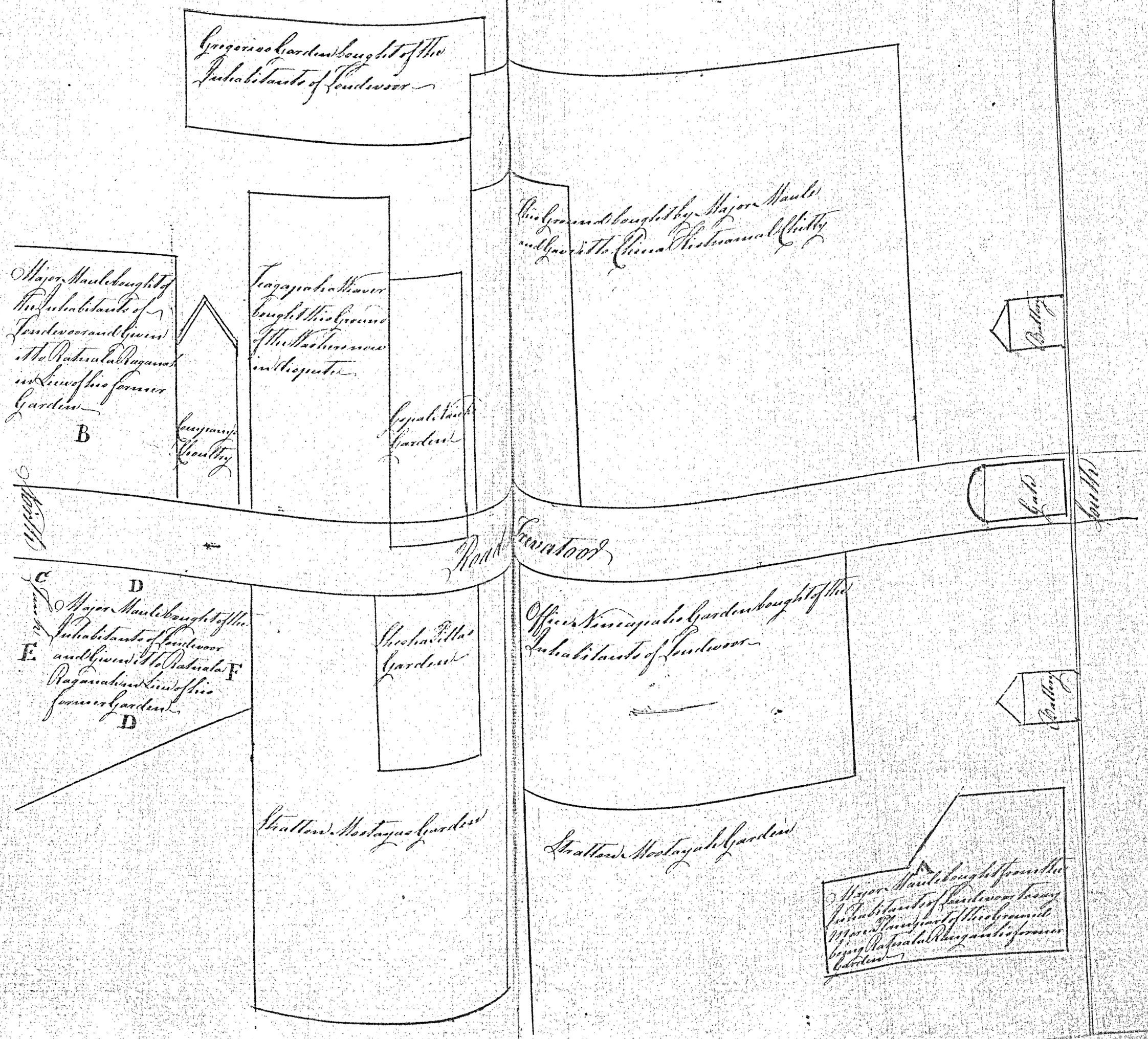
been Inverted and Contrived for no other ends, than to deprive and
dispossess him the said Defendant Ratnala Pettomboo Naick
Alias Patnala Raganah from his Right to the said Ground, the
Said Defendants absolutely denying that they knew or ever
heard to the best of their remembrance any Word or mention of the
Said Complainant William Oliver, And the said Defendant
Lundy Loobramoneya for himself Answereth and Saith that
he is an entire Stranger to the greatest part of what is Charged
in the said Complainants Bill of Complaint save and
Except what he has Already jointly Answered with the said
other Defendant Ratnala Pettomboo Naick Alias Patanah
Raganah as aforesaid, further than that when Major George
Maule was about to put the said Defendant Ratnala Pet-
tamboo Naick, Alias Ratnala Raganah in Possession of
the said two Spots of Ground he on the twenty fourth of Jan-
uary One Thousand Seven Hundred and Eighty three, empla-
yed the said Defendant Lundy Loobramoneya to Clear and
Level the Same for him and no More, and the Twenty Cocoa
Trees Charged by the said Complainant in his Bill of
Complaint, to have been felled and Cut down by both
these Defendants and Converted to their own use,
he the said Defendant Lundy Loobramoney Saith is
an unjust Charge, because the said Trees were but Young
and tender Plants upon the former Ground Marked
Letter I and were plucked up by the Companys Lascars by
Order of the said Major Maule and thrown away which
the said Defendant Lundy Loobramoneya did take and
transplanted upon the Ground Marked Letter B. the
said

Said Defendants therefore most humbly Crave the Aid
and Assistance of this Honble Court in the foregoing
Premisses, and most humbly Pray this Honble Court
Will order and Decree the said Complainants Bill of
Complaint to be Dismissed with Exemplary Costs

All Which Matters and things these Defendants
are ready and Willing to aver maintain and prove as
this Honble Court shall direct and most Humbly pray
to be hence dismissed with his reasonable Costs and
Charge in this behalf most Wrongfully Sustained

H^y Du Puy
Att^y Defendant

Folios 37
8/5/90


Gregorios Garden bought of the Inhabitants of Londevoor
This Ground bought by Major Maule and Gave it to Chinna Kistnamal Chitty
Major Maule bought of the Inhabitants of Londevoor and Given it to Ratnala Raganah in Lieu of his former Garden
B
Company's Choultry
Teagapaha Waver bought this Ground of the Washers now in dispute
Gopal Naick Garden
Battery
Gate
North
South
Road Trevatoor
C
D
Major Maule bought of the Inhabitants of Londevoor and Given it to Ratnala Raganah in Lieu of his former Garden
E
F
D
Sheshapillas Garden
Office Nineapaho Garden bought of the Inhabitants of Londevoor
Battery
Stratton Mootayas Garden
Stratton Mootayah Garden
Major Maule bought from the Inhabitants of Londevoor to say More Plain part of this Ground being Ratnala Ranganah's former Garden

Folios 2

Translation of a Cadjan Title Deed

Know all Men by these Presents that We the Subscribers Inhabitants of the Village of Pondoor for and in Consideration of the Sum of One Hundred and Two and three Sixteenths Rix Dollars Star Pagodas to Us in hand paid by Major Maule of Fort St. George Have bargained and Sold unto the said Major Maule a Spot of Ground Containing in Length from North to South 350 feet & East to West 300 feet Making 43 3/4 Lotts which lies Situated between the Road East of the Common Road to Trivatore North to the Company's Choultry South to the Houses of Sauthanny Vemalachellum and West to the Company's Mauhow Yard as also another Spot of Ground Adjoining thereto Containing in Length from North to South 600 feet and in Breadth from East to West at the North End 200 feet and at the South End 65 feet which lies 33 3/8 Lotts & all 2 Spots measuring 76 3/8 Lotts of Ground which formerly was Our property and Situated in the Limits of Our said Village of Pondoor To Have and to Hold the said Ground and every part thereof with all the Appurtenances now belonging to the same unto the above Major Maule & any Dispute shall happen Concerning the same We bind Ourselves to have it cleared & settled at our own Expence & Deliver the same free from Encumbrances to the said Major Maule or his Assigns Witness Our hands at Fort St. George this 2d day of June 1783

Witnesses
Vendy Subramonyan
Ramanen

Signed Vendayah
Vencatayah
Tillenaigum
Agattayah

Drawn by Govendah Village Cannaly

I do hereby certify that I have made over to Patanna Magan my Tillai and property and the above recited Ground

Fort St. George
29th July 1783

Geo. Maule

True Copy
Hy. Dis. Pury
Atty. Depdt.

Translation of a Cadjan Bill of Sale Dated the 2d June 1783 We the Subscribers Inhabitants of the Village of Pondoor do give this Bill of Sale of the Ground to Major Maule of Madras Esqr. to say Our Own Ground Situate within the Bounds of Pondoor on the East Side of the Road leading to Triwatore on the North Side of the Company's Choultry on the South Side of the House of Sauthanny Vemalachellum and on the West Side of the Company's Dolley or Mauhow Yard, Which Ground Containing in Length from North to South 350 feet, and East to West 300 feet Which is making 43 3/4 Lotts also another Spot of Ground situated on the West Side of the Road on the North Side of Trivatore Hooliahs Garden and on the East Side of Allicoolah Garden and on the South Side of Thandalaer Nanan's Tillai Garden which Spot Containing in Length from North to South 600 feet and Breadth East to West at the North End 200 feet and on the South End 65 feet which is 33 3/8 Lotts, Thirteen Spots of Ground measuring 76 3/8 Lotts of Ground which Ground with all Appurtenances belonging thereto We have bargained and Sold to You for the Sum of 102 3/16 One Hundred and Two and three Sixteenths Star Pagodas Current Money of Madras & Received the said Sum thereof in Money & Dispute for the same in Case any Dispute should happen thereon We bind Ourselves to get it Cleared & Delivered the said Ground by our Covenant Witness Our Hands to give this Bill of Sale of the Ground by our Covenant Witness Our Hands to give this Bill of Sale of the Ground by our Covenant Witness Our Hands to give this Bill of Sale of the

219.

North 30.

60.	Cancoy 60 I	60.	Dawn 60	60.	Cullen 60	60.	Mooly 60
20.	Ampitham 60	60.	Poonay Mottalloo 60 G	60.	Veeragoven 60	60.	Cannan 60
20.	Chingaren 60	60.	Ballakruven 60	60.	Chubingen 60	60.	Poolloo 60
20.	Narayanen 60	60.	Challa Mottialloo 60	60.	Lawra Dassy 60	60.	Chingen 60
20.	Pennall Cauvan 60 M	60.	Pitchuk Cauvan 60 O	60.	Cumlen 60	60.	Cannaloyer Vedacatanaven 60 K
20.	Veeragoo 60	60.	Cunjen Ballaguruven 60 P	60.	Alambeyperuma Mooly 60	60.	Ecquellen 60
20.	Chingen 60	60.	Cunjen Mootialloo 60 H	60.	Munjapandyen 60	60.	Lyngen 60
20.	Naragoo 60	60.	Chambolaruven 60	60.	Audey 60	60.	Coopen 60
20.	Chitumbaruven Coopen 60 K			60.	Ammanlloo 60	60.	Chinnaroyen 60
20.	Ballen 60						
20.	Vencatachen 60	60.	Jagaroyen 60				

New Street

20.	Dawen 60	Mootialoo 60	Vurlloo 60
20.	Coorooven 60	Nellamoohen 60 O	Calen 60
20.	Kistnen 60	Thagen 60	Poddoran 60
20.	Moonyleven 60	Seeshen 60	Veerago 60
20.	Jyanen 60	Cheetthen 60	Veneen 60
60.	Nummunthen 70.	Cancoon Vuchoor Pennyan 60 M	Moolalloo 60

New Street 15.

20.	Veeragoo 40	Moolalloo 30	Coorooven 40
20.	Moolalloo 40	Kistnen 30	Peragen 40
20.	Mayaven 40	Allagen 30	Annaciven 40
20.	Naugen 40	Coorooven 30	Malayaly Cheltheer Pallan 40
20.	Saugen 40	30	

South

Folios 2

300.

Folio 18

Filed 29th June 1784

Amended Replication of William Oliver of Madras Inhabitant & Wallaconda Joint and Several Answers of Ratnal Pillaney Narrow Naick alias Ratnal Ragaviah and Sundy Soobramonya of the same Place Inhabitants

The said Replicant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainty and Insufficiencies in the said Answer of the said Defendant contained for Replication thereunto saith that he will aver Maintain and Prove his Bill of Complaint to be true certain and sufficient in the Law to be answered unto, and that the Answer of the said Defendants is uncertain, untrue and insufficient to be Replied unto by this Replicant, and for further Replication this Replicant saith, and doth aver and that the Defendants do know that this Replicant hath for the Months of May in the Year of Our Lord One Thousand Seven Hundred and Eighty three purchased of One Colloopauchum Vencadachia Moodelliar of Madrapatnam Inhabitant a certain Piece of Ground scituate and lying and being in the Washermans Town on the North Side of Mudyapa Royapetah Moodeliars Garden and the West side of the Road leading to Triplicane on the South side of Pondoor Moodeliars Garden and on the East side of Lingee Pennumbo Gardens containing in Bread Measure from East to West at the North End thereof One Hundred and Forty One Feet and at the South End thereof One Hundred and Fifteen Feet and in Length from North to South

One Hundred and Sixty Eight Feet or thereabouts and that the Defendants have not in their said Answer denied or Replication alledged that the said Defendants or any of them have purchased the said Piece of Ground from the Inhabitants of the Washing Town who did grant the said Colloopauchum Vencadachia Moodelliar a Bill of Sale thereof on the Eighth Day of the said Month of March in the said Year of Our Lord One Thousand Seven Hundred and Eighty three and duly Registred upon the Records of the Honble Company on the Eighth Day of the said Month of March and in the said Year of Our Lord One Thousand Seven Hundred and Eighty three which said Bill of Sale this Replicant hath ready to produce and doth aver that the said Bill of Sale was duly executed by the said Colloopauchum Vencadachia Moodelliar and that the Witnesses thereto subscribed were present at the Execution thereof and that the said Bill of Sale and the Premises therein mentioned were duly delivered by the said Colloopauchum Vencadachia Moodelliar to this Replicant and that this Replicant hath ever since been and still is in the quiet and peaceable Possession of the said Premises by Virtue of the said Bill of Sale and that the Defendants have been Requainted of this Replicants being the legal Proprietor of the said Premises and this Replicant doth aver that the said Defendants on the Tenth Day of July in the said Year One Thousand Seven Hundred and Eighty three and at several other Times and Days between that Day and the first day of the Month of August last past broke into and dug open and broke down the Fence of the said Premises the property of this Replicant and did remove and Fell and cut down twenty Cocoanut Trees thereon standing and growing and this Replicant further avers that the Bill of Complaint and this Replicant further Bill of Complaint to this Replicant doth aver that the Defendants have frequently Requainted this Replicant that they the said Defendants had no Right Title or Interest in the said Premises and that they the said Defendants would not suffer this Replicant to have the quiet and peaceable Possession of the said Premises and that the said Defendants have not in their said Answer denied or Replication alledged that the said Defendants or any of them have at any Time or Times since the said Month of March in the said Year of Our Lord One Thousand Seven Hundred and Eighty three Entered into the said Premises or any Part thereof or Pulled down or Removed any Part of the Fence thereof or Cut down or Removed any of the Cocoanut Trees thereon standing and growing but that the same have been and still are in the quiet and peaceable Possession of this Replicant as by the said Bill of Sale and this Replicant hath already alledged and this Replicant doth aver

Nellanah and Annoganiandone Moore Chenna Thai Moodilly and Mostur Pandarum Mayurgaru named in the Answer of the said Defendants and the Defendant do leave the Profits and Emoluments thereof all the Mayuro either of them have any legal Right thereto, and the Peyliando Plaintiff thereby sustained as Stated in his Bill of Complaint for Damages to the Value or Amount of three hundred Pagodas Current Money of Madras, and all the Plaintiff do allow the Custom and practice of the Indostan or Malabar Coast within and about the Carnatic particularly about Madras, that all the Cultivated and Plantation Lands &c. Hogen really formerly Immemorial belong of Right to the Principal Inhabitants within the several Districts of the Carnatic and which Right is Hereditary from one Generation to another, and that certain Shares and Partitions are made of the Produce of such Lands Yield between the Original Proprietors and the Cultivators of the said Lands Matters and things the Peyliandoes Means avail the Defendants and Mayor need Action for the Machinery at the Reckoned and Regarded as Possessors upon Sufferance only and have no Lands belonging to them as Proper or Cast, the Ground Lands as should be Allotted to them by the Inhabitants for building of their Houses to live in as Answer and Demurr pleaded by the Defendants thereunto and their Answer and Demurr aforesaid, Allotted to them and Large Pagodas Sixty and Much More than they can make Use of and by long and immemorial Possession they are Allowed and have an indesputable Right to dispose of for Much as they think fit and accordingly some of them have actually done and the Defendants are Not this day enjoy the same uninterruptedly and as the Defendants

Defendants Appear by Inland ground Rent to the said Proprietors upon the ground, this Peyliando and proved by the Records of this Honble Court that Defendants for the Light Thatch Occupied and Year One thousand Seven hundred and Seventy Two when One Mayday as Mortgagee a larger Spot of Ground also to the Northward of Madras and Bound Hedges or Fences all Round for a certain Sum of Money upon this Mortgage Bond to Morgan Williams Esquire and the said Mayday not having paid off the Debt According to the said Morgan Williams Esquire by his Attorney James Hodges Esq. filed a Bill of Complaint in this Honble Court against the said Mayday Obtained a Decree against him and an Execution after-ward by Virtue whereof the Sheriff Seized the said Mortgaged Premises in order that the same should be sold towards the Satisfaction of the said Decree whereupon the Inhabitants of Purasawar Petitioned this Honble Court Praying Possession of their as their property upon the said Ground and premises and having a Deed by the Defendants respecting the Machine and having a Right to dispose of any Ground and this Peyliandoes that the Mayors did by Order of this Honble Court bearing Date the fifteenth day of September in the Year One thousand Seven hundred and Seventy two whereby this Honble Court was pleased to Order that the Petitioners should Purasawar Inhabitants of Purasawar Peyliandoes that the said Order was Confirmed by the Court of Mayor and Court of Request and that by Order to pay the Costs and the said Petitioners were thereby ordered to pay the said Mayors Costs and leave to Sue for the same and for the Irregularities of this Honble Court and that they may be allowed Reparation for this Peyliandoes

His Replicant for further Replication saith That he and his Predecessors
a Prescriptive Right for what his Replicant knows to claim
from time Immemorial from the Inhabitants of Steadwood
to Wit, Northward of the Black Town Water Bound Hedge
Post Saint George's Piece or Parcel of Ground Measuring in the
Whole Six Lawneys or One hundred and Twenty Lots of Ground
each Lawney Containing Twenty Lots by way of Encouragement
Gift and Benefit have also for which His Replicant knows
Expended Considerable Sum of Money from time to time in
Dwelling Benefiting and Seating of the said Ground for Cultiva-
tion and the Company ought have received the Yearly
Rent of Six Thousand Seven hundred and Sixty eight Rixdollars
of the said Ground for the use of the Town Ballast Master
Yearly and his Servants Rama Nya ought have Gratuitously
and Quiet Enjoyed the Remainder Ninety Lots and Servants
Matthias Replicant knows the Contrary have been Mortgaged
to Patuala Pavanapale Naick Mussalter of the Defendant Patuala
Pillumboo Naick alias Patuah Pagoda by the said Ground Rent
and Due Copy aforesaid for the Rix Dollars and Fanams
Sya Money have sold the same to the said Defendant Patuala
Pillumboo Naick Alias Patuala Pagoda for the Increase and
Improvements of the Mussalmen of the Defendant But the said
Ground and Servants which His Replicant has Reclaimed Darby
Property under the Title stated in his Bill of Complaint and Hereof
Patuala Pillumboo Naick Alias Patuala Pagoda ought have
Shewn for what His Replicant knows to the Contrary have and
Shall Pray to Grant from Major Maule and stated in the Answer but
Not and Keeping of Major Maule and also the Title of his Rep-
lication and Ground or just by the Defendant or either of them and
for the Holding and Possessing of the Premises aforesaid which the

Property of His Replicant and therefore His Replicant further
Necessary Occasion hopes by leave to Refer to the Answer of the Defend-
Whole to the Matter of their Dealings or Transactions
With the said George Raubel But His Replicant saith that he
has heard that the said Patual Pillumboo Naick Alias Patuala
Pagoda the Ground B. Denied and Declaimed in
Consequence of a Complaint having been Made by the Washer
Against him Respecting for the said Spot of Ground B. and
That the Justices of Peace to whom the Complainant was made
have since sent the Washers in Person there and on the
Respect of the Defendant Patuala Pillumboo Naick Alias
Patuala Pagoda Pretending that the several Washers inclo-
sing Should be Inclosed the Ground Marked Letter C.D.E.
and F. in the same manner as the said Ground Marked Letter G.H.I.
Their former Ground joined on the Second Part aforesaid
to the Answer of the said Defendant Marked Letter G.H.I.
K.L.M.N.O.P.Q. and R. and that they have been made to
Settle their Ground in Dispute Marked Letter C.D.E. and F.
in Lieu of their former Ground to their Replicant saith that
the Washers were dispossessed of their Ground in the Answer
Which the Company have Inclosed the same Ground
Marked Letter G.H.I.K.L.M.N.O.P.Q.R. but they were
Never dispossessed of the Ground Marked Letter C.D.E. and
F. Which are Part and Ground now in Dispute and His
Replicant said that the Defendant or some of them have
Forcibly taken the said Twenty Lots and Premises
Stated by His Replicant to His Replicant's Bill of Complaint and they
have Pleaded to His Replicant's Bill of Complaint and they
Injuries

Injuries stated and Charged by this Repliant in his said Bill of Complaint

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 his said Bill of Complaint he hath Already Prayed

J. Popham
Att^y for Repliant

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15th Day of Septr Anno Domini 1772

Present
George Smith Esqr Mayor
Edward Stracey — John Holland
John Mc Pherson — John Sullivan
and Archdale Palmer — Aldermen

Morgan Williams by his Attorney
James Hodges
vers
Vady

Petition of Veeragoo &c^a of Tandevoor Read Answer of the Respondent Morgan Williams by his Attorney James Hodges with a Translate of a Mortgage Obligation Annexed Read Interrogatories on the Part of the Petitioner Read Nine Depositions taken thereunto Read Interrogatories on the Part of the Respondent Read Ten Depositions taken thereunto Read

The Matter in dispute between the Petitioners Veeragoo &c^a Interrogatories of Tandevoor and the Respondent Morgan

Morgan Williams by his Attorney James Hodges, Coming on to be determined this day on Reading the Petitioners Petition the Respondents Answer with a Translate of a Mortgage Obligation Annexed, the Interrogatories and Depositions on the Part of the Respondent on hearing the Pleadings and Arguments Made use of by the Attornies on due Consideration had thereon this Court Doth think fit to Order and Doth Accordingly Order that the Petitioners Petition to stand Dismissed with Costs

Per Cur

A true Copy James Taylor Reg^r
J. Popham

Court of Appeals at Madraspatnam } Thursday the 26th November 1772

Between Veeragoo &c^a Inhabitants of Tondavoor Appellants and Morgan Williams by his Attorney James Hodges Respondent

This Cause Coming on this day to be heard and Debated before the Court by the Attornies on both Sides, upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayor's Court together with an Extract from the Minutes of the said Court given in this Cause on Tuesday the 15th Day of September Anno Domini 1772 and upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments Used by the Attornies on both Sides, this Court doth

Do Millbank for the Order and Decree that the said Extract from the Minutes of the said Court given in this Cause be Confirmed and that the Appellants Petition be thereof Dismissed With Costs on both the Courts.

A true Copy
Chas Freeman
Clerk Appeals
this 29th Octr 1783

Wm Martin Goodlad
Clerk

A true Copy
J. Popham

Filed 31st Augt 1784

The Joint and Separate Rejoinder of Rutanal Pellumboo Nick Allia Patta Ragunaha and Sundy Soobramoney of Madras Inhabitants Defendants to the Amended Replication of William Oliver of Thavasam Place Inhabitant Complainant

The said Defendants Reserving unto themselves all and all manner of Benefit and Advantage of Exception to the many Errors Insufficiencies and Uncertainties of the said Replication for Rejoinder say that the said Defendants said Answer is true certain and sufficient in the Law to be Replied unto and they also say as in and by their said Answer they have already said and declared and the said William ought to prove all and every thing and things therein to be true and certain in manner and form as the same is therein set forth and alleged and the said Defendants further say that the said Replication of the said Complainant is false insufficient in the Law to be Rejoined unto by the said Defendants for divers Reasons and Causes appearing in the said

Answer contained and to which they do refer themselves praying as in their said Answer they have prayed

The said Complainant having Replied to the said Rejoinder of the said Defendants praying as in his said Bill of Complaint he hath prayed

Whereupon and for that the said Defendants may appear by the said Interrogatories to the said Defendants may be known the said Defendants Answer for that the said Defendants deny to know the said Complainant Richard Johannes Thereto named of the Parish of Mayapuram the Year of our Lord One Thousand Seven Hundred and Eighty Three and other his undertimes purchased of One Colloppan Kunnu Nenia Dasha Modeliar of Madras Inhabitant for and other Person or Persons Whatever a certain Piece of Ground from and as the pretended Property of the said Colloppan Kunnu Nenia Dasha Modeliar lying and being in the Mathamanaic Town on the North side of Royapatta Modeliars Garden on the West side of the Road leading to Triwaloor on the South side of Poodoor Mootalloo Cannoo Garden and on the East side of Sancoo Ramalu Garden containing in Breadth from East to West at the Northend Two Hundred and Forty One Feet and at the Southend One Hundred and Fifteen Feet and in Length from North to South Nine Hundred and Sixty Eight Feet or thereabouts and the said Defendants do also say that they have even before the said Colloppan Kunnu Nenia Dasha Modeliar had purchased the said Piece of Ground from the Inhabitants of the Mathamanaic Town or that they were Granted the said Colloppan Kunnu Nenia Dasha Modeliar a Bill of Sale thereof on the Eighth Day of March in the Year of our Lord One Thousand Seven Hundred and Eighty Three and whether the same is or is not Registred upon the Records of this Honble Court on Monday the 8th Day of the said Month of March and in the said Year of our Lord One Thousand Seven Hundred and Eighty Three or at any time since and whether the said Defendants do not make the same Answer for the said Defendants to the said Interrogatories as they have already made therefore

Therefore they believe the said Bills of Sale to be in any ways legal, but are
Corrupt and Collusive. These Defendants also say that the Replicant has
have been owned the Quiet or Peaceable Possession of the said Premi-
-ses, either by Virtue of the said pretended Bills of Sale, or any other
Way. And these Defendants never knew the Replicant to be the legal
Proprietor of the said Premises, and these Defendants do still deny
the Force and Injury said to have been Committed by them on the
Second Day of July in the said Year of Our Lord One Thousand Seven
Hundred and Eighty three, And as to several other times and
several other Days or on that Day or on the first Day of the Month of
August last past or that they did themselves enter into and upon and
take Possession of the said Premises said to be the Property of the
Replicant as Charged by them the said Replicant in his Replication
And as to the felling and cutting down of Twenty Cocoa Nut Trees
Mentioned in the said Defendants and Answer of the said Replicant
in his said Replication, the Answer of these Defendants do still
that Matter, and which the said Defendants do still Answer and
and these Defendants do further allege, that the Defendant
Ratna Pellumbo Naick, alias Ratna Ragaunaik, do still legally
hold Possession of the said Premises, and these are Ready by
him to prove that Nadella and Mootoo Pandaram and
Nottoo Willa and Annogam, assisted by them the said Replic-
-ant, and these Defendants do likewise Confess that the said
Ratna Pellumbo Naick alias Ratna Ragaunaik, do receive
the Profits and Emoluments thereof and during which the said Defend-
Ratna Pellumbo Naick, alias Ratna Ragaunaik has thereby
and damaged the Right to the said Replicant and Cause of Com-
-plaint have sustained the pretended Damages of Three Hundred
Pagodas Current Money of Madras, as Charged these Defendants
Both by the said Replicant and these Defendants for further

Rejoinder

Rejoinder say that Supposing what the Replicant has Alledged
in his Replication touching the Lands Allotted to the Washermen
by the Inhabitants for building of their Houses to live and to be
Generally Allotted to them as large Parcels or Spots, and that
More than they Can make use of so be true, still these Defendants
Say that the Washers have no right at all to dispose of any part
of such Grounds, as may be Allotted to them by the said Inhabitants
although they may be in the Occupancy and in enjoyment of
the same, and so the Inhabitants themselves give their Con-
-sent for their so doing, by Allowing the Bills of Sale to be drawn
by the Village Curnegy, and not without which essential the Sale,
by Right and Custom Time out of mind, is Deemed in Law
Curnegy as meane and Void, and so do the Replicants pretending
and Alledging that they have sold Ground and
that they enjoy the same to this day. That neither
That Shall be made by the Inhabitants, the Holders and Possessors
of such Grounds under the Washers, Tillers and be Obliged to
forfeit and Relinquish their Title to the Land and to every part
thereof. And by way of further Rejoinder these Defendants Insist
the Records of this Court will prove the Cause Instituted by the
Replicant in this Replication, between Morgan William Esqr by his
Attorney James Hodges Esqr Against Wayley Gentleman founded
upon a Mortgage of a large Spot of Ground to the Northward of
the Bound Hedge or Town Walls of Madras, and that thereupon
Obtained a Decree against the said Wayley, and that Execution
afterwards and the said Mortgaged Premises were delivered
-ered Signed by the Sheriff and that the Verdict &c. Inhabitants

of Jaudewear Petitioned this Honble Court, Laying Claim to the said Grounds as their property and that this Honble Court have been pleased to dismiss their Petition with Costs, and that the said Order was confirmed by the Court of Appeals, with Orders to pay the Costs in the Court

Till these Defendants will shew Cause to the contrary, to this Honble Court say, that there can be no reason that the Inhabitants should be deprived of their right and property by a mere parcel of Idle Claim

Villainy whether all these upon a decision of this Honble Court, because Many Suits which may draw on right to each their several humbles

May be widely different in their natures, and it was allowable to enquire judge a Suit under such circumstances, their Knowledge

of Law lay concealed to the injury of Right and Justice, these

Defendants do therefore say that as every Suitor is Admitted upon

his own Foundation and every party at Liberty to support his Claim

during to his Right and Title these Defendants do hold themselves

fully entitled to that generous Knowledge which they will allow to the

Witness of their power and the furtherance of Truth and Justice

And these Defendants say that all the said Decrees & Orders

upon the said Suits in favor of the Washermen, the Governor and

Council did immediately afterwards Publish and Proclaim

an Order, that the Washers should from thence forth keep

Grounds upon any Pretence whatsoever, and more Declaring

that if they should Attempt to Act to the Contrary and that the

Purchasers should forfeit their Rights to the Purchase, and also

the Replicant by Leave added to his Replication that

the Ground sold to Part of these Defendants named Ratnal

Pettumboo Naick Alias Ratnal Ragana by one Pennaul

Pyah in or about the year which the Replicant doth claim

to still these Defendants do not find to agree with the time that

The Replicants Claim to be upon the same said Ground purchased

by Ratnal Pettumboo Naick, alias Ratnal Ragana from the

said Pennaul Pyah, and these Defendants further say that the

said Ratnal Pettumboo Naick, alias Ratnal Ragana was by

Major George Maule Chief Engineer in Command of

Government, dispossessed of the said Ground which this Marked

Letter A in the first Plea mentioned to these Defendants Answer,

and for the Purpose therein recited, but which Acting and

Doings of the said Major George Maule, as likewise to his putting

the said Ratnal Pettumboo naick Alias Ratnal Pagana in and

Possession of the two Spots of Ground in Question therein Marked B. C. D.

E and F as in the first Plea will appear, the said Defendant

Ratnal Pettumboo Naick Alias Ratnal Pagana he could not avoid

Submitting to for two particular Reasons as it was not done towards

the Private Interest of any one but for the Publick Good and the other

by the Order of Government to which Major George Maule was

empowered and during that time therefore to be Obeyed Implicitly

as will the Case aforesaid Consequently by the Argument of the Repli-

cant therein he Pretends that the Acts and Doings of Major George

Maule cannot Affect the Title of the Replicant to the said premi-

ses and for Justify these Defendants or either of them in the said

Act done or Justify these Defendants or either of them in the

Joint Holding and Possessing of the Premises aforesaid as the

Property of the Replicant and that he has therefore

Return'd the legally Issued Copies of the Answers of these Defendants,

Which state their or either of their Holding or Transactions with the

said Major Maule these Defendants say that they and

Every of them Acted by the said Replicant and these Defendants

further add that the Replicant ought to have for such these Defendants

Reasons been informed of a Complaint being lodged by the Washers

Respecting the Ground B. stated to the said Ratnal Pettumboo Naick,

Alias

Alias Ratwal Pagana having Husband deceased and
unclaimed Husbandry Positively saleth nor did the Justices of Peace
Whom it was said the Complainant was made just Mallabars impos-
sion upon them and the said Defendant Ratwal Pallumboo naick
Alias Ratwal Pagana by Collusive Practice Had House and Washer
including House who have sold the Ground Marked Letters C. D. E.
and F. Main like Manner disposed of their several and Respec-
tive Grounds to the Northward of the Bound Hedge or Black Town
Wall, and had other Grounds Allotted to them Respectively by the
said Major Maubin Lieu of their former Grounds Requested and
in a Friendly Manner Promised to the Answerers of these Defendants
Marked Letters G. H. I. K. L. M. N. O. P. Q. and R. and to have sold
the Ground and Repute Marked Letters C. D. E. and F. in the Room
and Stead of their former Grounds wherefore these Defendants
Deny the Masters to have purchased of other Grounds, and that
in the Room of which the Company Allotted them the Grounds
Marked Letters G. H. I. K. L. M. N. O. P. Q. R. as is pretended
by the Replicant in his Replication and the Defendants
Positively that the Persons visited in the Answers of these Defendants
Were Respectively possessed of the Ground Marked Letters C. D. E. and F.
Which Persons these Defendants Are Ready to Prove, say
that they Deny that they or either of them have Built or Caused to be
Built the Annexed Cowrent Free these Defendants with, by the Replicant
in his Replication and to the Contrary, whereas Major George Maubin
Always Admitted the Defendant Ratwal Pallumboo Naick,
Alias Ratwal Pagana in Possession of the said two Spots of
Ground, the other Defendant Tandayer Lobbanawa was employed
to Clear and Level the same for them and the Twenty Coconut
Trees in the Answer Mentioned Young and Tender Plants, were Mendepaul
the

fol. 28

the Ground Marked I. and were plucked up by Company Lascars
by order of the said Major George Maubin and thrown away upon the
the said Defendant Tandayer Lobbanawa Watch, and Transplanted
upon the Ground B. and these Defendants do likewise Deny to have
done the Replicant the Impertinences stated and Charged these Defendants
with by the Replicant in the said Bill of Complaint
Well Knowing that the said Bill of Complaint

Wherefore these Defendants Humbly Hope as
are Ready and Willing to Aver Maintain and Prove as these
Honble Court shall Direct and Humbly Pray as in and by their
said Answer they have already Prayed

Wm Dalrymple
Wm Defendant

Interrogatories to be Administered
to such Witnesses as shall be produced Sworn and
Examined on the part and behalf of the Honble the Mayor's Court at
and at Fort St George in the Presidency of
Madras on the part and behalf of William Oliver of
Madras Inhabitant in the Complainant, and
Ratwala Pallumboo Naick Alias Ratwala
Pagana and Sundry Cobbanawa of the same
Place Inhabitants are Defendants

On the Part and behalf of the said Complainant

To all the Witnesses to be Produced and Sworn and Examined
and Defendant in the Title of these Interrogatories named &c

1st Do You know or Can the Parties Complainant
Ya how Long have You known them or either and which
of them and Declare

1st Answer

Trincommy
Tregilly
Vaungodoren
Tesaldo
Goaravenpand
Panayen

2d Did the Defendants or did they or know that One
Colloopaw Kumy Vengadachia Moodeliar or any other and
Whereby a name specified as a certain Piece or Parcell of Ground
Situated Lying and being in the Mastheruneea Town or any
other and Where or on the North Side of Mudyapurry Royapah
Moodeliars Garden on the West Side of the Road leading to Triva-
tore or on the South Side of Podoor Mootiallos Cawny Garden and
on the East Side of Sunnoo Ramahs Garden or any other and
What Situation from the Inhabitants of the said Washing Town or
any other and from whom and did they or did they not grant to
the said Colloopaw Kumy Vengadachia Moodeliar or any other
and do you know a Bill of Sale thereof or any other and Deed touching
bearing Date about or about the Eighteenth Day of March One Thousand
Seven Hundred and Eighty three or at any other and at what time
and did you or did you not by the particular instance and Request
of the said Colloopaw Kumy Vengadachia Moodeliar or at any
other and at whose instance and Request set and subscribed your
Name as Witness thereto Shew Look at the Paper Writing
Marked A. to the said Bill of Sale from the said Washer-
mens Town to the said Colloopaw Kumy Vengadachia Moodeliar and
did you see your Name as Witness thereto Have you heard
the said Colloopaw Kumy Vengadachia Moodeliar lately mentioned
the said Ground to the above Complainant and did you hear long
since that he had sold the same and had the Complainant remained
in quiet Possession since such Sale Did the Defendant Rahmal
Lallah or any other or Person or any Ground in the said Washing Village
and if he had Possession any Ground or all the above Possessed
Without your Knowledge Declare the whole you know touching
these Matters together with the Reasons of your Knowledge
and Belief

Panayen

Panayen and Veerabuddah Mollyar

3d Did or did not the said Complainant or any other
and whom by name sometime in the Month of May
Which was in the Year of Our Lord One Thousand Seven Hundred &
Eighty three or any other and at what Time purchase of one Colloopaw
Kum Vengadachia Moodeliar or any other and of what a certain
Piece or Parcel of Ground from and as the Sole and absolute Property of
the said Colloopaw Kum Vengadachia Moodeliar or any other and
Whose Property Situated Lying and being in the Mastheruneea Town and
or any other and where on the North Side of Mudyapurry Royapah
Moodeliars Garden on the West Side of the Road leading to Trivatore
on the South Side of Podoor Mootiallos Cawny Garden and on the
East Side of Sunnoo Ramahs Garden or any other and what Situa-
tion the said Ground plaid and what is the Measurement thereof
Does it contain Three Hundred and Sixty eight Feet in Length
from North to South Three Hundred and Sixty eight Feet or there about
and Broad from East to West at the North end Two Hundred
and forty One Feet and a half at the South end Two Hundred
and fifteen Feet or what other are the Dimensions of the said Spot
or Parcel of Ground and did you or did you not know of the said
Colloopaw Kum Vengadachia Moodeliar or any other and who
did grant a Bill of Sale of the said Ground or any other and
Whatsoever touching the said Complainant or to any other and to
whom and did you or did you not at the particular Instance
and Request of the said Colloopaw Kum Vengadachia Moodeliar
or any other and at whose Instance and Request set and subscribe
your name as Witness to the said Bill of Sale or any other Writ-
ing respecting the said Piece of Ground Shew look at the Paper
Writing now produced Marked B. Is the same the Original
Bill of Sale thereof and did you see the same duly executed by the
said Colloopaw Kum Vengadachia Moodeliar the whole of your

Panayen

know touching those Matters together with the Reasons of such
Your knowledge and Belief Declare?

Jagagiah Chitty
Jagagiah
Jeremonney
Joynelly and
Vaniyaren

4th Did those said Defendants or did they not some time
in the Month of August which was in the Year of Our Lord One
Thousand Seven hundred and Eighty three or at any other time
and when take from the Complainants by forcible and unlaw-
full Means the Possession of a Certain Piece or Parcel of Ground
Situate lying and being in the Washing Fauxbourg or any other and
Where on the North side of Chudyapurry Royapiah Boundeleas Gar-
den on the West Side of the Road leading to Triwatoor on the South
Side of Bodoor Mootiallo Cawny Garden and on the East Side of
Jamoor Ramaiahs Garden or any other and in what Situation
and what Ground and did they the said Defendants or did they
Note The same under at any other and what Hills West and East
Twenty Cocoanut Trees or any other and what Trees and what
Number thereof Growing upon the said Premises and did the said
Complainants or did they not thereby sustain or Incure a Certain
Damage or Loss If Yea how much Sum do You Conceive such Loss
Amounted to Now do You know Touching these Matters toge-
ther with the Reasons of such Your Knowledge and Belief Declare

Uyyaw Pullay
Annachella Pullay
Jaragunadoo and
Vengadachee

5th Is it or is it not the Custom among the Inhabitants
residing in the Jurisdiction of the Country to Allot to the
Washermen General certain Spots of Ground as well for
their Dwellings to Build Houses as for the purpose of Selling Ashes
and Soap and to Dry Cloaths thereon as they may not want for that purpose
have they or have they not Power by a Right to Use and Dispose of such
Part of the said Ground so Allotted as aforesaid to whomsoever
they please or which Remains after the Building their Houses and
Did or Did not several of the Washermen who Occupy Ground in the
North Ward of the Black Towns Walls of Madras call and Dispose
of several Quarts of the Ground so Allotted to them to several of the
Inhabitants

Inhabitants of Madras or to any other and To whom by Name or
did they or did they not Dispose of some part thereof to

Jagagiah Chitty Goyal Naick Mungapurdy Naick Bouchier
Narrain Pulley Mr Thomas de Mello Mootial Chitty Cawny
Naick Arnachello Mandeliar and to Several other besides these
or any other and whom by name and have they or have they not
converted the said Grounds so purchased of the Washers aforesaid or
any other and from whom into Houses Orchards and Gardens or
any other and what Buildings and are or are not such Houses Orcha-
-ards in the Quiet and Peaceable Possessions and Enjoyment of such
Houses Orchards and Gardens aforesaid Have You know to tou-
-ching these Matters together with the Reasons of such Your know-
-ledge and Belief Declare

Joynelly
Jeremonney
Pungen and
Vaniyaren dead

6th Are You or are You not Washers by Profession or
in what other Capacity do You Act and where was the Place
of Your Residence was or was there not a certain Spot or
Parcel of Ground or any other and what Premises to the
North ward of the Town Walls of Madras left Unclaimed by the
said Defendants or any other Person and did You or did You not
lay Claim to the said Ground by Complaint to One of His Maje-
-sty Justices of the Peace and who by name and did the said
Justices of Peace or did they not Accordingly put You or either of You
and who by name in the Quiet and Peaceable Possession of the
said Ground or any other and what Ground Look into, and
have You any of the Plans now produced and shewn to You to their
the Satisfaction of Your Examination Marked Letter A. No 1. and
or in not the Spot Marked with the Letter B. in the said Plan
Did You or did You not Claim and obtain Possession
of the very same Ground which You Claimed and obtained Possession
of by Complaint to the said Justices of Peace Now the whole You know
Touching these Matters together with the Reasons of such Your
Knowledge and Belief Declare

Jagagiah Chitty

Jeagajeah Chetty
Ugyaw Pullay
Annachilla Pullay
Goorowa Pullay
Jaragoen
Vengadashinyan
Goorooradeen

To Look into and View the two Plans, the one marked
A. No 1 and the other B. No 2. Now produced and shewn
to You at this the time of Your examination and answer
Thereof, the several Spots of Ground pointed out in
One of the said two Plans Marked Letter B. No 2, under
the Marks or Letters G. H. I. K. L. M. N. O. P. Q. and R.
Allotted to the Washers by the Honble Company in Lieu of other
Certain Spots of Ground which they were Dispossessed of by Order
of the said Complainy and whether the said Spots of Ground
G. H. I. K. L. M. N. O. P. Q. and R. allotted to the said Washers in the
Room and Stead of the Spots of Ground pointed out in the said other
Plan Marked Letter A. No 1 under the Marks or Letters C. D. E.
and E. or how otherwise and where the said Washers and
all the true and Legal Proprietors of the said Spots of Ground C. D. E. and
E. or any other and what Ground in lieu of the Premises so taken as aforesaid
and have they ever been to the best of Your Remembrance and
Knowledge and Recollection Dispossessed of the said Ground C. D. E. and
E. either by Order of the said Complainy or by any other ways or means
Whatever and what Particulars do You Know Concerning the said
Spots of Ground C. D. E. and F. the whole You Know touching the
Matters together with all the Reasons of your Knowledge and
Belief declare?

Cannecan 2d To Know whether Pallaver Mannar Vengaloor Ugyaw
Poligar as Master to the Washing Tenants there Assistant or Servants
Vearyar and do You or do You not know whether the said Defendt
Natual Pillamboo Naick Alias Natual Pagana have any
Spot of Ground Allotted them by the West Side of the Washing Tenants
Cowle to the Ground Hedges Wyalock as the Plan accompanying
Plan Marked A. No 1. Purporting to be a Plan of the Washing
Village and Ground to such part thereof as now or the property of the
said Natual Pillamboo Naick?

2d Bastian Abraham To Did You or did You not Accompany the
said

said Complainant to some Tundago to the Washing Town and Enquire
from the Owners of the Gardens situated to the West Side of the Washing
Town of Natual Pillamboo Naick Alias Natual Pagana whether had
any Spot of Ground to the West Side of which they Ugyaw Annachilla
were Privy to And was You or was You not with the Complainant
at the time the Plan Marked A. No 1. Now produced and shewn
at this the time of Your Examination was drawn and Received
or does it not Appear to You to be a proper Plan of the said Village
or Residence Ugyaw

To all the Witnesses 10th Do You know or can You say any other
Matter or thing Material for the Complainant in this Cause
Matter or thing Material for the Complainant in this Cause
Which declare the same as You know or do Believe together with
the Reasons of such Your Knowledge and Belief

S. Popham
Atty for Compt

Gregoires Garden

B

Washers Ground Cleff Claimed by Rattana Pettamboo Naicks

Fence

Shee Gangeroo Pirathee

Pirathee Gangeroo Pagoda

Gopaul Naicks Garden

Pieteramah Chitty's Garden bought of Major Maule

Road

Fence

Fence

Fence

Coming to Trevadore

C D

William Olivers Garden Purchased of Cauttayamachetty Venkadasha Moodliar

E D F

Franks

Shallow Mechahs Garden Governor Yorke

Shaslupillas Garden

Offices Vanagapah's Garden

Franks

Road

Venkatasawmy Naicks Garden

De Fries Garden or Paddy Field

Cavoochoopulla Seremer Cyphaha Established by Lauteyan of Negapatam Alexander Seward was Authorized by the Engineer for ye making the Esplanade at the Entrance of Pondicherry Seward Cavoochoopulla Seremer Cyphaha Established &c.

Road

Paddy Fields

Fence

Fence

Fence

1 Conjay	1 Rauvum do
2 Angeon do	2 Pennary Moolliatee do
3 Elangaum do	3 Palalgeeraum do
4 Narrapatum do	4 Challay Moolliatee do
5 Geerytheen do	5 Nilliatee Gan do R
6 Pennal Cawn do M	6 Nunda Palagaroven do R
7 Veeragoe do	7 Cumbu Moolliatee do H
8 Cheengin do	8 Shambalee Geeroom do
9 Naragoo do	9 Vagaroyan do
10 Cattumbaham Koyyum K do	
11 Ballan do	
12 Venkatasam do	

1 Dassary do	1 Moolliatee do
2 Geeroom do	2 Nulla Meetkum do O
3 Kistnum do	3 Rayam do
4 Mooselian do	4 Yenam do
5 Ryam do	5 Cumellum do
	6 Chinnigam do
7 Anoomanantham do	7 Vechoal Pergam do N

New Street 13

1 Veeragoe do	1 Moolliatee do		1 Geeroom do
2 Moolliatee do	2 Kistnum do		2 Parayen do
3 Mamur do	3 Ragum do		3 Anachum do
4 Naugum do	4 Geeroom do		4 Mallaya & Thirra do
5 Laumy do	5		

1 Chilleau do	1 Mooly do
2 Veragoeroo do	2 Cumma do
3 Thalangum do	3 Boolloo do
4 Parya Dasery do	4 Cungum do
5 Cundegal do	5 Chenglepal Venkatanarain do L
6 Alumbery Cumma Thear do	6 Veerabay do
7 Nannagum Dasery do	7 Singum do
8 Mudy do	8 Coppum do R
9 Aumendan do	9 Chinna Naugoo do

1 Vurtheen do	
2 Caulum do	
3 Peddowcan do	
4 Veeragon do	
5 Voolum do	
6 Moolliatee do	

These Explanations of Alwarabeer Pannaru a Tamul Translation from the English Language Sabhanayam Sudaigal

This Exhibit Marked C.H.I.K.L.M.N.O.P.Q.&R. Mentioned in Coroovapillay at His respective Times of their Examinations before Mayor's Court at Madraspatnam, Wherein Mr. said Hillier is Plaintiff & the Defendants on the 2d Aug. 86. 27th & 27th Nov. 86. & 15th & 24th Dec.

Folios 3

Plan B. No 2

Plan of Part of the Town of Madraspatnam Pillay Nainar Pillay Nainar Pillay Nainar

A

Know all Men by these Presents that We Mootalo Candoo of Pannary Langam Mootaloo Cawn Doss Canjee Narroo Canagam Pittadampachem Corjan and Alwy Pungata Narraiun Perma Vichoon Pariah Mella Moody Canjee Pulla Guan Pichy Cawn and Corgan of Madras Maskemmen Jointly for and in Consideration of the Sum of Five Hundred and Twenty Pagodas Current Money of Madras to Him and Paid by Calloo pachem Venkata Sashahi Moodelliar of the same place Inhabitant Principal whereof do hereby Acknowledge Ourselves well and truly Satisfyed and Therefrom and of every Part Thereof Do fully Clearly and Absolutely Acquit Release and Discharge the said Calloopachem Venkata Sashahi Moodelliar his Heirs Executors Administrators and Assigns and every of them by these Presents, Have Granted Bargained Sold Assigned and Set over and by these Presents Do fully Clearly and Absolutely Grant Bargain Sell Assign and Set over unto the said Calloopachem Venkata Sashahi Moodelliar his Heirs Executors Administrators and Assigns for ever a Certain Spot of Ground Situated at Mashemmen Town and Thus North Side to Audyguary Pagoda Moodelliar Garden the West Side of the Road Leading up to Trevatore and the South Side to Poodoor Mootaloo Cawn and the East Side to Lingoo Pauer Garden Containing from East to West North End Two Hundred and Forty and half feet and on the South End One Hundred and Fifteen feet from North to South Two Hundred and Eighty eight feet or thereabouts Together with all and every the Appurtenances thereunto belonging or therewith used Appertaining To Have and to Hold the said Spot of Ground and all and Singular other the Above Bargained Premises With the Appurtenances and every Part and Parcel thereof unto the said Calloopachem Venkata Sashahi Moodelliar his Heirs Executors Administrators and Assigns for ever and their own Proper Goods and Chattles from Henceforth freely and for ever. In Witness whereof We have Signed and Sealed Our Hands and Seals in Madras this Eighth Day of March in the Year of Our Lord One Thousand Seven Hundred and Eighty Three

Signed Sealed and Delivered
(Illegible) Pagoda to be
Stamped
in the Presence of

(Illegible)
(Illegible)

(Illegible)

Registered upon the Records of the Honourable Mayor's Court at Madras pursuant this 18th March 1783

James Taylor
Regr

This Exhibit Marked A was shown to Lazarus Vaungoram Ranger, Goswami and Sebastian Abraham, the respective Times of their Examinations before the Honble the Mayor's Court at Madras pursuant to an Order of Court of the 13th March 1786 and 25th day of January 1786

J. Chase
Secy

Know all Men by these Presents that I Pallegoundo Vencadasha Modeliar of Madras Inhabitant for and in Consideration of the Sum of Four Hundred and fifty Star Pagodas Current Money of Madras to Me in hand paid by Mr William Oliver of the same Inhabitant Have Bargained and sold and do hereby Bargain and Sell unto the said Mr William Oliver the Above Premises Scituated at the Machina Town to Have and to hold the said Premises and every Part and Parcel thereof with all the Appurtenances now Belonging to the said Premises unto the said Mr William Oliver His Heirs and Assigns for Ever. In Witness Whereof I have hereunto set my Hand and Seal in Fort St George this Twenty Second Day of May One Thousand Seven Hundred and Eighty three

Witnesses

This Exhibit Marked B was shewn to Pallegoundo Vencadasha Modeliar and Vengadasha Modeliar Inhabitants of Madras and Witnesses produced by the Complainant to prove the Execution thereof on the Examination of Witnesses on the part of the Complainant in a certain Cause depending in the Hon'ble the Mayor's Court at Madras between the said William Oliver Complainant and Ratnala Pellumbo Naick alias Ratnala Pagana and Sundy Soobramoney Defendants on the 3d 5th and 11th April 1786 and 24th and 28th Day of January Anno Domini 1788

J. Shaw

Folios 3

Mayor's Court at Madraspatnam

Between William Oliver of Madras Inhabitant Complainant and Ratnala Pellumbo Naick alias Ratnala Pagana and Sundy Soobramoney of the same place Inhabitants Defendants

On the Part of the Complainant

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

Freemun of Madras Mastermason Aged 50 Years or thereabouts being produced as a Witness in the Cause on the Part of the Complainant was on the 3d Day of April 1786 Sign[ified] at the Office of Mr Henry Du Pre Watkins Attorney for the Defendants by Venadachelumbery Servant who also left a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith that he has Studied to know the Complainant William Oliver in the Cause and that he has to know him Five Years or thereabouts and that the Defendants to know the Defendants Ratnala Pellumbo Naick alias Ratnala Pagana and Sundy Soobramoney and this Cause and that he has to know them Twenty Years or thereabouts And answers as aforesaid to this Interrogatory

2d ..... To the second Interrogatory this Deponent saith that Pallegoundo Vencadasha Modeliar did purchase a certain piece or parcel of Ground Scituated lying and being in the Machinary Town on the North side of Mudyapoury Pagoda the Modeliars Garden on the East Side of the Road leading to Triwalore on the South side of Podoor Moodeliar Cawers Garden and on the East side of Cawerd Cawna Modeliar Garden from the Inhabitants of the Machinary Town and that they delivered to the said Pallegoundo Vencadasha Modeliar a Bill of Sale bearing

2

bearing date the 22nd March One Thousand Seven hundred and eighty three at the
Instance of the said Collengawkum Vengadachar Moodelliar to which
This Deponent on being duly Sworn saith he subscribed his Name as Witness and this
as that Granted by the said Muthummendo the said Collengawkum
Vengadachar Moodelliar that This Deponent doth not know whether
the said Collengawkum Vengadachar Moodelliar has any right title or
Said Ground to the Complainant or not But believes that the Defendant
Rattanala Pellumbo Naicker professedly Ground in the said
Village but he thinks he could not have professed it without the
Knowledge Rudramma as Went to this Interrogatory

To the Second Interrogatory This Deponent saith He had been sent
in the Month of August One Thousand Seven hundred and eighty
three by the Defendants Dubbala Seshamma to the Complainants to Enquire
and Learn whether they were desirous of Selling their Ground
Scituated lying and being in the Hamlet of Tavaravoy
North side of Rudyapuram Royapradu Moodelliar Garden on the
West side of the Road leading to Tavaravoy on the South side of Padaveedu
Mootallo Cavum and on the East side of Cumaul Rattanala Gardens
and that the said Defendant to Wit Muthu Naigen by the Rent about
Twenty or Twenty five Cocoanut Trees and Plantain Trees and
other Grain by which the Complainant suffered Damage to
the Extent he does not know the Amount Rudramma as Aforesaid
to this Interrogatory

6th To the Sixth Interrogatory This Deponent Saith that this Hamlet
he professes belonging to Madras that there are certain Ryotty
Ground Burials in and to the North Westward of the Black Town Wall which
This Deponent Applied for to the Dawdeen Justice and always
in professions there of that Ground Looking at the Plan Marked A
and the Letter B produced at this the time of this Examination the
Knows

knows the Plan to be a Plan of the Ground purchased by this Deponent
and other Rudramma as Went to this or the last Interrogatory

Examined on
this Mark

J. Chase
Esq.

Mayor's Court
Madrasapatnam

Between William Olivers of Madras
Inhabitant Complainant and Rattanala
Pellumbo Naick Alias Rattanala Pagananda
and Sundry Inhabitants of the same place
Inhabitants Defendants
On the Part of the Complainant

Depositions of Witnesses taken in this Cause duly and before this
Examiner in this Court as follows Viz

Ingelbert of Madras Merchant aged 35 Years or there about being produced
as a Witness in this Cause on the Part of the Complainant was on the 5th day of
April 1786 Sign Sealed at the Office of Mr Henry Dubergier Attorney for
the Defendant by Execution having Examined who also Testifies to the
Name Title and Place of abode of the said Deponent and Saith as follows
Day being Sworn and Examined Deponeth as follows Viz

1st To the first Interrogatory This Deponent Saith he doth well know the
Complainant William Olivers in this Cause and that he has known
him Ten Years or there about and that the Defendants to
Rattanala Pellumbo Naick Alias Rattanala Pagananda and Sundry
Inhabitants in this Cause and that he has known them and
Twenty Years or there about and answers as to this Interrogatory

2d To the Second Interrogatory This Deponent saith that he has been
Collengawkum Vengadachar Moodelliar dispute between and concerning several
Ryotty Ground lying and being in the Hamlet of Tavaravoy and that

Knows

North Side of Mudyapuny Royapuram Modelliar Gardens the West Side of the Road leading to Triwatoor on the South Side of Pedeny Mootha Cauns Gardens and on the East Side of Timmen Pennahs Garden from the Inhabitants of the Washing Town and Huts of Pedeny Dale to the said Pellaypauchum Pungadachia Modelliar and from thence about Eighteen Days March Due North and Eighty Three Degrees West to the said Pellaypauchum Pungadachia Modelliar his Land Situate lying and being the Bills of Sale granted by the said Washerman and Deponent does not know or has heard that the Land so Sold is Encumbered in any Manner but does not know if the Complainant has ever received the Rents of the Defendant Ratnala Pellumbeir Naigen or any other Person for the said Ground and Premises or any Part thereof

4th ... To the Fourth Interrogatory this Deponent saith that he has heard the Complaint and Answer in this Cause read and that the Defendant Ratnala Pellumbeir Naigen and Lundy Soobramonyaget Professions of Trust as therein set forth described but he knows that they the said Naigen and Lundy Soobramonyaget have not Complied with the Terms and Conditions of the said Trust by the Rents and Profits of the said Premises not having been duly Accounted for and Paid to the Complainant

6th ... To the Sixth Interrogatory this Deponent says that he has been informed by Pradan Mootoo Modelliar Washerman and that he is not Concerned with the Complainant as Washerman or otherwise but does not know if the Complainant has ever received any Rent from the Defendant Ratnala Pellumbeir Naigen or any other Person for the said Premises or any Part thereof and being further Interrogated Deponent says that the Bills of Sale granted by the said Pellaypauchum Pungadachia Modelliar to the said Washerman and Deponent as also the Bills of Sale granted by the said Washerman and Deponent to the said Pellaypauchum Pungadachia Modelliar were executed in the Presence of Deponent and that the Seals thereto affixed are the Seals of the said Pellaypauchum Pungadachia Modelliar and Deponent has also signed his Name to the said Bills of Sale as a Witness thereto and Deponent has also signed his Name to the Counterparts of the said Bills of Sale and that the said Bills of Sale were executed by the said Pellaypauchum Pungadachia Modelliar and Deponent on the Day they bear Date

bearing Date about the Eight Day of March One Thousand Seven
hundred and Eighty three unto the Defendant the Deponent the Indenture
thereto And the Exhibit Marked A being produced Per the Deponent
is to be the same unto the Sheds signed and the Defendant saith
that the said ground hath since been sold to William Oliver
that it was sold during the war but the Deponent does not
know how long the Complainant possessed the same unto the
the Defendant ever possessed any ground in the said Flushing
Town the Deponent thinks the the Defendant could not have
possessed the same without the knowledge of the Deponent
Not to this Interrogatory

To the fourth Interrogatory the Deponent saith he has to the
knowledge of the Defendant did not take any possession of the Land
of Ground on the North side of Rudyapuny Rayapalle Mordelliar
Garden on the West side of the Road leading to Trevatore on the
South side of Bodoor Montalle Causey Gardens and on the
East side of Sunnoo Ramanahs Garden but the Deponent says that
Defendant to Richard Rowan about Twenty Years but the Deponent
Not what Damage or Loss was thereby Sustained Refers
said Record To this Interrogatory

To the Sixth Interrogatory the Deponent saith he has the
Master Washerman by profession that he was a Sport
Ground to the Northward of the Black Town that he
saw the Defendant that the Deponent did not hear claim
Title to by Complaint to the said Mr David Isaac Cadoo
but to the best of the Deponents Knowledge and Belief
the View Marked A and B he believes to be a plan of the
Ground and the same Marked B that he did see obtain
sions of and Answer said Record To this or the last Interrogatory

F. Chase
Esqr

Mayor's Court at Madrasapatnam

Between William Oliver of Madras
Inhabitant Complainant and Ratna la
Pellumbor Naick Alias Ratna la Bagamala
and Sundy Soobramanneya all of the same place
and Sundy Soobramanneya all of the same place
Inhabitants Defendants

On the Part of the Complainant

Deposition of Witness Taken since this Cause by and
before the Examiners of this Court as follows viz

Govinden of Madras Washerman Aged 70 Years or there about to being
Produced as a Witness in this Cause on the Part of the Complainant the 3d Day
of May 1786 Signified at the Office of Mr Henry Dundas Complainants Attorney for this
Defendant by Ramalachelumanny Servant who also testifies to the Identity of the Name
Title and Place of abode of the said Deponent and afterwards on the same Day
being Sworn and Examined Deposeth as follows viz

1st To the first Interrogatory the Deponent saith he did not to the
the Complainant William Oliver in this Cause and that he has
known him and Twenty seven Years and that he did to know the Defendants
Pellumbor Naick and Sundy Soobramanneya in this Cause and
that he has also known the former forty Years and the latter twenty
Years and upwards as in and to this Interrogatory

2d To the second Interrogatory the Deponent said he did not to
know Rungadasha Mordelliar deceased in his Lifetime but
situated lying and being in the Washermans Town and to the North
side of Rudyapuny Rayapalle Mordelliar Garden and to the East side
of the Road leading to Trevatore on the South side of Bodoor Mon-
tallon Causey Garden and on the East side of Sunnoo Ramana
Garden from the Inhabitants of the Washerman Town and that they
Granted to the said Deceased Rungadasha Mordelliar
Bills of Sale bearing Date about the Eighth Day of
March

Marcks One Thousand Seven Hundred and Eighty three and the
Deponent saith that at the Instance of Vengadachen Moodelliar
did Sign and Subscribe the name Thos Jeffreys to the Interlocu-
-tory Paper Writing Marked A hereunto shewn and produced
to be called to whether it is the proper Sign and Character and
any Language This Deponent knows but has heard that Colloppa
-Run Vengadachia Moodelliar has Frequently called the said Person
to the Complainant but the Deponent knows whether he Personally
in such Stile or Sign of the name or whether Patnala Pettumboo
Defendant ever Signed Sealed or Delivered the same or whether
Possessed it without the Knowledge or not Deponent can't
Give or the Least Interrogatory

T. Chase
Esqr

Mayors Court at Madrasapatnam

Between William Oliver of Madras Inhabitant Complainant and Patnala Pettumboo Naick Alias Patnala Pagana and Sundy Inhabitant of the Washing Towns Defendants

Deposition of Witnesses taken and Sworn before the Examiner in this Court as follows viz

Jonathan Conceply an Inhabitant of the Washing Towns of Madras in the East Indies Aged Forty Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant to the Fifth Interrogatory Sworn Maxim Warren the Fifteenth Day of December One thousand Seven hundred and Eighty Seven Signed and Sealed at the Office of Mr Henry Dickinson Attorney

Attorney for the Defendants in the Fifth Interrogatories Named by Oath of Sundy Servants who also left in a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz

1st ——— To the first Interrogatory this Deponent saith he does know William Oliver an Inhabitant of Madras the Complainant in the Fifth Interrogatories Named and does so known in the Fifth Interrogatories Named and believes the said William Oliver the Complainant for the Space of Seventy Years or thereabouts To the Deponent saith to the Better Knowledge of the Patnala Pettumboo Naick Alias Patnala Pagana the Defendant Same place Inhabitant and Sundy Good reasons why as the same Place Inhabitant the Defendant in the Fifth Interrogatories Named and Sign so known Unto the said Defendant in the Fifth Interrogatories Named for the Space of Fifteen Years or thereabouts and more To this Deponent saith to the Better Knowledge of the Interrogatory

2d ——— To the Second Interrogatory this Deponent saith That the Patnala Pettumboo Alias Patnala Pagana and Sundy Inhabitants many of the Defendants in the Fifth Interrogatories named did not Know that ever Contemporaneous Vengadachia Moodelliar or any other person did Dig or Erect any Certain Particular Spot and Situated Lying and being in the Washing Towns or any other Ground in the Fort Side of the Dividing River Pagana Moodelliar Garden on the West Side of the Road Leading to Triwalore and the South Side of Podoor Mootta Alias Towns Garden and on the East Side of Runa Ramahs Garden or in any other Situation whatever from the Inhabitants of the Washing Towns or from any other person whatever to this Deponents Knowledge or Belief this Deponent knows that the said Contemporaneous Vengadachia Moodelliar did Sell a Piece of Ground situated

March One Thousand Seven hundred and eighty three and this Deponent saith that at the Instance of Vengadachee Moodelliar did Set and Subscribe the name Thereto before him at the Paper Writing Marked A he can't write nor Signe his Name but Declares whether it be the paper he Signed as he does not understand any Language This Deponent Says he has heard that Collegar Nunn Vengadachia Moodelliar has Since sold the said Ground to the Complainant but he does not know whether he Remains in Quiet possession of the same or whether Patrula Pettumbor Naick the Defendant Town possesses the same or has Sold it or Mortgaged it or how he has Knowledge or not He does not Sign this or the last Interrogatory

J. Chase
Esqr

Mayor's Court at Madrasapatnam

Between William Oliver of Madras Inhabitant Complainant and Patrula Pettumbor Naick Alias Patrula Rayanah and Sundry Coolies Inhabitants of the Same place Defendant

On the Part of the Complainant

Deposition

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

Tamapen a Coneagaly an Inhabitant of the Washing Town of Madras in the East Indies Aged Forty Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant to the Fifth of the Interrogatories Named Maketh Oath the Fifteenth Day of December One thousand Seven hundred and Eighty Seven Signified at the Office of Mr Henry Dubergier who is Attorney for the Defendant to the Fifth of these Interrogatories Named by Oath of Sixty Servants who also Left his Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows Viz.

1st ——— To the first Interrogatory this Deponent Saith He does know William Oliver an Inhabitant of Madras the Complainant in the Fifth of these Interrogatories Named and has so known him the said William Oliver the Complainant in the Fifth of these Interrogatories Named for the Space of Twenty Years or thereabouts To the Deponent Saith He does know Patrula Pettumbor Naick Alias Patrula Rayanah of the Same place Inhabitant and Sundry Coolies among the Same Inhabitant the Defendant in the Fifth of these Interrogatories Named and has so known them the said Defendant in the Fifth of these Interrogatories Named for the Space of Fifteen Years or thereabouts and more than this Deponent Saith not to the first Interrogatory

2d ——— To the Second Interrogatory this Deponent Saith that the said Patrula Pettumbor Alias Patrula Rayanah and Sundry Coolies among the Defendant in the Fifth of these Interrogatories named did not Know that any Certain Encroachment of Ground or any other person did purchase a Certain Encroachment of Ground Situated lying and being in the Washermans Town or any other Ground Situated lying and being in the Washermans Town to the East side of Mudeyapurry Rayapah Moodelliars Ground and the West side of the Road leading to Triveloor and the Coolies Garden on the West side of the Road leading to Triveloor and the East side of Mudeyapurry Mortallas Cowries Garden and on the East side of Junior Ramahs Garden or in any other Situation whatever from the Inhabitants of the Washing Town or from any other person whatever To this this Deponent does know or believe this Deponent Saith that the Washing people did grant the said Encroachment of Ground to the said Vengadachee Moodelliar as Bills of Sale of the said Encroachment of Ground

March One Thousand Seven Hundred and Eighty Nine

Deponent saith That at the Instance of Mungadachan Moodelliar did Sett and Subscribe his name to Mitre Schedule Inventory of the Paper Writing Marked A. Marked Letter and Figure to each Sheet and Page thereof and that he the Deponent Knows the Plaintiff in the Suit and Knows the Defendant Mungadachan Moodelliar and also Knows the Defendant Pulliah Mudelliar and Knows the Defendant Pulliah Mudelliar and Knows the Defendant Pulliah Mudelliar and

in the Washinnuck Town on the North Side of Mudyguny Road
Woodellear Garden on the West Side of the Road leading to Good
Town on the South Side of Bodoor Mootta Coss Cocoa Garden and
on the East Side of Cocoa Pannahs Garden this Deponent saith
he did also Collect the Rents of the said Bills of Sale granted for
the said Ground and Situated as before mentioned and this
Deponent saith that the Negroes Land and Negro property
of him the said Cootagaun Kunnen Mongadasha Woodellear by the
Deponent did subscribe this this Deponent Knows and saith
to the Bills of Sale granted for the said Ground and the Re-
Made Town Land of this Deponent saith that the Land and Negro
Exhibit Marked with the Letter A pertaining to the Bill
of Sale so granted by the Washinnuck Cootagaun Kunnen Mongo
dasha Woodellear for the said Ground and sold by them to
and this Deponent saith that the said proper Exhibit Marked
the Letter A in the said Bill of Sale so granted by the Wash
-innuck to the said Cootagaun Kunnen Mongadasha Woodellear
this Deponent saith that this Deponent to the Signature to Mat
-ters set and subscribed as witness to this Deponent and
to know that the said Cootagaun Kunnen Mongadasha Woodellear
sell the above Ground and the Land purchased of the Wash
-innuck situated as before mentioned and to the Complainant
in the Bills of Sale mentioned this Deponent saith that
the said Cootagaun Kunnen Mongadasha Woodellear did sell
Land Ground so situated as before mentioned unto the
Complainant and the Bills of Sale mentioned above for
Years ago this Deponent saith that the said William Brown
Complainant and the Bills of Sale mentioned above for
Terrain and continued and the Quiet and peaceable Possession

of the said Ground Situated as before mentioned unto the
the said Complainant and the Bills of Sale mentioned above
the said Ground this Deponent saith that the said Bills
Washing Village this Deponent saith that this Defendant and
the Bills of Sale mentioned Named do Dispose any Ground in
the said Washing Village but this Deponent saith and
know of the Defendant and the Bills of Sale mentioned
having such Possession and More but this Deponent saith
Not to this Second Interrogatory

To the third Interrogatory this Deponent saith that the said William
Oliver the said Complainant and the Bills of Sale mentioned
did Land in the Month of May so the Year of Our Lord
One Thousand Seven Hundred and Eighty three purchase of the
Cootagaun Kunnen Mongadasha Woodellear a certain Piece or Parcel
of Ground as being the Sole absolute and Exclusive property of him
the said Cootagaun Kunnen Mongadasha Woodellear situate lying
and being in the Washinnuck Town on the North Side of Mudyguny
Royapatta Woodellears Garden on the West Side of the Road leading
to Tiruvallore on the South Side of Bodoor Mootta Coss Cocoa Garden
and on the East Side of Cocoa Pannahs Garden this Deponent saith
the Measurement of the said Ground in manner and the Land
by this Deponent Ascertained at the time he Collected the Rents
this Deponent saith he Actually Found that from North
to South the said Ground Measured Three Hundred and Sixty
Eight Feet or Cantaway that the said Ground in breadth
from East to West at the North end Two Hundred and Forty One
Feet and that from thence this Deponent found the said Ground
Measured at the South end One Hundred and Fifty Seven Feet this

Deponent

Deponent Saith That the Aforesaid Cockoyan Kunnenadasha Moodelliar did Grant to the Complainant in the Bill of Plaintiffs Interrogatories Named a Bill of Sale for the said Ground Sold by Him and to the Complainant in the Bill of these Interrogatories Named and Situated as before mentioned and this Deponent Saith That this Deponent Hath Read and Subscribed his Name to the Deponent to Name as Witness to the Bill of Sale so granted by the said Cockoyan Kunnenadasha Moodelliar to him the said Complainant in the Bill of these Interrogatories Named and this Deponent Saith That the Particular Request Circumstance and Delivery Mentioned in the said Cockoyan Kunnenadasha Moodelliars Deponent Saith That he has Looked at the Paper Exhibited Marked B. Now shewn and produced to him this Deponent and this Deponent Saith That the Name of this this Deponent as Witness to the Execution of the Aforesaid Bill of Sale of the said Ground Parcel of Ground so Situated as before mentioned and Described of and to which this Deponent Saith he Has Been Exhibited Shewn to him and Marked with the Letter B. in the Aforesaid Original Bill of Sale of the said Ground so Situated as Made Mention of this Deponent Saith that the Evidence Aforesaid Bill of Sale duly executed by the said Cockoyan Kunnenadasha Moodelliar unto the Sole Aforesaid Grantee Situated as before mentioned to the Complainant in the Bill of these Interrogatories Named And more this Deponent Saith not to the First Interrogatory

4th To the Fourth Interrogatory this Deponent Saith that the Pagoda Pattumbon Mudeliar Pagoda and Land Lay Contiguous to the Aforesaid Ground Parcel of Ground and Premises Mentioned in the Bill of these Interrogatories Named and Described and Situated as before mentioned and this Deponent Saith that the Aforesaid

and Shewn to him Alice Deponent at the Time of the said Alice
Deponents examination, and Alice Deponent saith that the said
several Spots of Ground painted upon the said Plan Marked
With the Letter B. No. 1 under the Marks or Letters G.H.
K.L.M.M.O.P.Q and R. Were allotted to the Washers of
the Honble Company in lieu of certain other Spots of Ground
Which they the said Washers were deprived of by Order of
the said Company Alice Deponent saith that the said Spots of
Ground under the Marks or Letters G.H.J.K.L.M.N.
P.Q and R Named & Allotted to the said Washers by the said
Company as in lieu and stead of the Spots of Ground Painted
in the said other Plan Marked & Letter A. No. 1 under the
Marks or Letters C D E & F. but Alice Deponent saith that the
said Washers are still the true and legal Proprietors and
Owners of the said Spots of Ground C D E & F. but Alice said
Deponent saith that they the said Washers never have had
the Use of Alice Deponents Consent and Knowledge to
Let Collect, Dispose of & Possessed of the said Ground C D E and F.
in Manner by Order of the said Company or by any other ways or
Means whatsoever Alice Deponent saith that all the Inhabitants
Knows Regarding the said Ground Marked C D E & F
they belonged formerly to the Washers Jemautchandlee Deponents
Late Husband Lautenant Ramen Venecatchal Modelly Deceased
the said Spots of Ground so Marked C D E and E in the Cause
of the late War, which was a few Days after the Washers Houses
destroyed by and Order of the Honble Company which was
Ground of the said Lautenant Ramen Venecatchal Modelly
To the Complainant in the Title of the Interrogatories

Named Alice Deponent saith that the said Complainants
the Washers of Three Pariahs named & Regarded Cultivated and Improved
the said Spots of Ground Marked C D E & F and Known after the
Defendants in the Title of Three Pariahs named Pantaloo
Alice the Complainants Improvements pretending that they the
Defendants in the Title of Three Pariahs named Had purchased
the said Spots of Ground from the Inhabitants of Pandiavatore
but Alice Deponent Saith she Verily believes the said Inhabitants
had no Right to sell or dispose of the said Spots of Ground And
More Alice Deponent saith Wind to Alice the Interrogatory
To the Last Interrogatory Alice Deponent saith She does not
know of any other matter or thing more or further to say touching
Matter or thing touching the Matters in Question in this
Cause that to and for the benefit of the Complainants the Washers of
Three Pariahs named and more Alice Deponent saith
Not to this Last Interrogatory

Sworn in Court
F. Chase
Exr

Mayor's Court at Madrasapatnam

Between William Oliver of Madras Inhabitant Complainant and Rahmalu Pillumbor Naick and Rahmalu of the same place Inhabitants Defendants

On the Part of the Complainant Depositions of Witnesses taken and sworn in this Court by and before the Examiners of this Court as follows viz.

Veeranaidoo

Veeraboodrah Vollyar the Caniccopulyan Inhabitant of the Town of Madras in the East Indies aged fifty Years or thereabouts to him Produced as a Witness in this Cause on the Part of the Complainant sworn the Twenty eighth Day of January One Thousand Seven hundred and Eighty Eight Signified at the Office of Mr Henry Dundas his Majesty's Attorney for Defendant by one of my Servants who also Left them a Schedule of the Plaintiff Lands and Places of Abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deposeth as follows to

Vizt

To the first Interrogatory in the said Defendant's said Bill named Mr Shaw William Oliver of Madras Inhabitant in the Complainant and have known him for the Space of Twenty Years or thereabouts to the said Defendant's said Bill named Pallamboe Naick Alias Ratnala Pagunala of the same Inhabitant One of the Defendants and have known him for Three Six and Years or thereabouts to the said Defendant's other Defendant Mudd Mar in the said Defendant's first Interrogatory named

To the third Interrogatory in the said Defendant's said Bill named I know the said William Oliver did purchase of One Collogaulum Venga dasha Mondelliar a certain piece or parcel of Ground in the Year of May in the Year of Our Lord One thousand seven hundred and Eighty three and the Possession and Enjoyment of the said Ground did the said Collogaulum Venga dasha Mondelliar Heirs and Assigns Executors Administrators and Assigns of the said William Oliver did quietly and peaceably enjoy the said Ground and Premises situated in the Washermens Quarter on the Northside of Rudgyary Pooyatal Mondelliar Garden on the Westside of the Road Leading to Triwatore on the South Side Pedoor Mootallo Cauvery Garden and on the East Side of Runcoo Pannalo Garden that the Annual Rent of the said Ground the said Defendant

the said Collogaulum Venga dasha Mondelliar did grant to Bills of Sale of the said piece or parcel of Ground to the Complainant at the particular Instance and Request of Collogaulum Venga dasha Mondelliar and the said Bills of Sale did subscribe his Name as Witness to the said Bills of Sale to the said Deponent and the said Bills of Sale was looked at the Deponent Exhibit Washed and Letter B. Now produced and shewn to him at this Time of his Examination and purporting to be a Bill of Sale of the Ground so purchased by William Oliver from Collogaulum Venga dasha Mondelliar and the said Bill of Sale

Mayors Court
Madraspatnam

Between William Oliver
Madras Inhabitant Complainant
Ratnala Pillambo Naick Alias
Ratnala Ragaanah and Sundy
Soobramenniah Thereunto
Inhabitants Defendants

On the Part of the Complainant

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

Tengapah Chitty a Weaver an Inhabitant of the Black Town
Madras in the East Indies Aged fifty two Years or thereabouts being
Produced as a Witness in this Cause on the Part of the Complainant
the first Day of December One Thousand Seven hundred and eighty
Signified to the Office of Mr. Henry Dupuy who is Attorney for the
Defendants by Oath sworn Interpreter whereof the Mark
Pillah and Place of Abode of the said Deponent is hereunto
same Day being Sworn and Examined Deposeth as follows

1st To the first Interrogatory this Deponent saith he doth know
William Oliver of Madras Inhabitant the Complainant in
in the Bill of this Interrogatory Named and also doth
know the said Complainant and the said Bill of this Interroga
Named for these Six or Seven Years This Deponent saith
he doth know Ratnala Pillambo Naick Alias Ratnala
Ragaanah and Sundy Soobramenniah of the same Place
Inhabitants the Defendants and the said Bill of this Interrog
tories Named and Charges therein Mentioned for
for the Space of fifteen Years or thereabouts And
this Deponent saith that to this last Interrogatory

2d To the second Interrogatory this Deponent saith that the said
Ratnala Pillambo Naick Alias Ratnala Ragaanah and
Sundy Soobramenniah the Defendants in the Bill of this Interro
gatory Named did at the Time and
Years in the said Bill of this Interrogatory Mentioned
Years of Our Lord One Thousand Seven hundred and eighty three
take from the said William Oliver the Complainant in the
said Bill of this Interrogatory Named by Force and unlawful
Means the Possession of certain Ground situate on the South Side of
Tedding and being in the Washing Town on the North Side of
Audegonary Pagoda Wood Alley Gardens on the West Side of
the Road leading to Triwatoor on the South Side of Bodoor
Mochicallo Cawil Gardens and on the East Side of Linnoo
Ramah Garden This Deponent saith that the said Defendants
in the said Bill of this Interrogatory Named did at the Time
of the said Interrogatory Named by Force Arms engage upon
Sell and Cut down Cocoa Nut Trees standing on the said Ground
the said Premises of the Complainant and the said Bill of this
said Interrogatory Named and the said Defendants with
the said Bill of this Interrogatory Named the Defendants with
the said Bill of this Interrogatory Named
by the said Defendants and the said Bill of this Interrogatory Named
so selling and selling down the said Trees by Force Nut Trees
did Captain and Peace Officers Managers of the Company this
Deponent saith that the Cocoa Nut Trees so sold by the
Joined by the Complainant and the said Bill of this Interrogatory
Named and Account of this Cause Named this Deponent by the
Defendants and the said Bill of this Interrogatory Named
Pursuant to Law and the Time Deponent saith that to this fourth
Interrogatory

7th To the seventh Interrogatory this Deponent saith that the said
Lookidad Alias Lubbi Marker with the Letters No. 1 to
and

and with the Letter B. No 2. Now Produced and shewn
him at his Deponents aforesaid Examination and this Deponent
Examination, and this Deponent saith he has been and is
several Spots of Ground situate and being within the said Bounds
Marked Letter B. No 2 under the Marks and Letters G. H.
K. L. M. N. O. P. Q and R. and Allotted by the Worshipful
the Hostle Company aforesaid for the several Spots of Ground
Which they were desirous of Leases of from the said
Company. This Deponent further saith that he does not know
the said Spots of Ground G. H. I. K. L. M. N. O. P. Q and
Mentioned to be the said Messuages and the
said Spots of Ground Lying and being on the said other plan
Letter A. No 1. under the Marks and Letters C. D. E. &
Deponent further saith that he knows the Lots
and Legal Bounds of the said Spots of Ground C. D. E. &
Lieu of the others so taken as aforesaid this Deponent
that he does not know that the said Messuages have been
delivered of the said Ground C. D. E. & F. either by Order of the
Honble Company or by any other Manner or means whatsoever
this Deponent further saith that he does not know of any part of
Concerning the said Spots of Ground C. D. E. & F. and does
further Depose that he will not be this Examinate further
To the last Interrogatory this Deponent further saith that he
of any other matter or thing to depose touching the
matters in dispute between the Complainant and the Defendants
the Interest or Advantage of the Complainant and the Defendants
Interrogatories Named. Further this Deponent saith
Not to the last Interrogatory

J. Rivett
Esq. of the Mayors Court

Mayor's Court at Madras

Between William Oliver of Madras Inhabitant Complainant and Ratnala Pillumbe Naick Alias Ratnala Ragavah and Chandy Seshanayagen of the same Place Inhabitants Defendants

On the Part of the Complainant

Deposition

Before the Examiner in this Cause by and Upon Oath of Madras Company aged 65 Years or thereabouts being produced and Sworn in this Cause on the Part of the Complainant the 15th Day of November 1786 Signified at the Office of Mr. Henry Du Pre Gentlemen Attorney for the Defendants by Notice dated the Morning and Examined Deponent Defendants Dwelling House and Place of Abode of this and Interrogatory as follows

1st ..... To the first Interrogatory this Deponent saith that he knows the Complainant William Oliver in this Cause and that he is of Madras Inhabitant and that he knows Pillumbe Naick Alias Ratnala Ragavah the Defendants Ratnala Pillumbe Naick Alias Ratnala Chandy Seshanayagen in this Cause and Ragavah and Chandy Seshanayagen Inhabitants of Madras aforesaid

2d ..... To the second Interrogatory this Deponent saith he knows the Complainant William Oliver in this Cause and that he is a Native Inhabitant of Madras or thereabouts and that he knows the Defendants Ratnala Pillumbe Naick Alias Ratnala Ragavah and Chandy Seshanayagen in this Cause and Inhabitants of Madras aforesaid

3d ..... To the third Interrogatory this Deponent saith he has known for the Space of Years last past and during all that time has been employed in the Service of the Honble Company and has been acquainted with the Manner and Custom of this Place for the Company of the Country Government to allot the Natives in general Certain Spots of Ground for their own Use to build Houses and Habitations thereon for the Conveniency of Trading and Residing near the Fort and that he has been informed and believes that the Inhabitants of this Place have Liberty to build Houses on such Spots of Ground as they can obtain Leases of from the Honble Company and that he has been informed and believes that the Complainant William Oliver has obtained Leases of certain Spots of Ground within the Bounds of the Honble Company's Lands and has built Houses thereon and that he has been informed and believes that the said Spots of Ground are Allotted to the Complainant and this Deponent saith that he has seen several of the Markers and Boundaries of the said Spots of Ground

Ground to the Northward of the Black Town Wall &c.
did all Case did agree of Several Spots of the ground to all
to them Several of the Inhabitants of Madras Viz. Pagar
Moodly, Pagaya Chitty, Cojan Naick, Pungaya
Boucher, Narrain Pulley, Mr. Thomas de Fells, Mosa
Chitty Sawmy, Naick Vencatela, Veedalian and that the
have built on the said Ground Houses and Mud Buildings
and Gardens and that the premises are now in the Poss
and peaceable Possession and Occupation of the Plain
Orchards and Gardens aforesaid Buildings and Gro

Interrogatory

To the seventh Interrogatory this Deponent saith that he
Looking at the paper Writing Marked A. N.1 & that he
B. N.2 Now produced to him and to this Deponents
Examination shown Three several Spots of Ground
Outside One of the said pieces Marked & Letter B. N.2 and
the Marks or Letters G. H. I. K. L. M. N. O. P. Q. N R. and
Allotted to the Natives by the Honble the Company and shown
the Spots of Ground Marked C. D. E. & F. in Consequence
Additions thereto and Mud Buildings and Gardens erected
Possession of the Ground Marked G. H. I. K. L. M. N. O. P.
and R. Would also be the Legal Property of the Ground
C. D. E. and F. now Possessed by William Oliver and the
Not been Sold And Deponent would Refer to Three or the last Interrogat

Sworn &c

Mayor's Court at Madrasapatnam

Between William Oliver of Madras, Inhabitant Complainant and Ratnala Pettumbor Naick alias Ratnala Raganaba and Lumby Cobra Ratnala Raganaba and Lumby Cobra many of the same place Inhabitants Defendants

On the Part of the Complainant

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

Annachillagetten of Madras Caste cooply Aged 56 Years or thereabouts being Sworn and Examined on the Part of the Complainant the 4th Day of August 1756 Deposeth at the Office of Mr. Henry Dicey Clerk in Court to Mr. Thomas Powney Attorney for the Defendants by Venkatachelum Interpreter and Translator to the Court and Duly Sworn to the Truth of his Deposition

To the first Interrogatory this Deponent saith that he knows the Complainant William Oliver in this Cause and that he is the Person who built or caused to be built the Houses and Premises in the Defendants Ratnala Pettumbor Naick alias Ratnala Raganaba and Lumby Cobra many and this Deponent knows the Inhabitants mentioned in the said Interrogatory to be Inhabitants of Madras and that they have been so for Several Years past

Without Answering to the second Interrogatory this Deponent saith that he knows the Custom and Usage of the Country to allow Natives in General Spots of Ground for Houses and to build Houses for the purpose of Selling or Renting or Voluntarily Contributing Money about the Expences of Worship and this Deponent Knows that

that the Ground so allotted may at any time be sold by the
as his own property that he knows that several of the Wa
who occupy Ground to the Northward of the Black Town
Sell and Dispose of several parts thereof so Allotted to them
Lyapoo Moodelly, Teagapah Chitty, Gopall Naick, Hinga
Naick Bouchier Narain Pillay Mr Thomas de Mill
Chitty Sawmy Naick Arnachella Moodeliar and others
Converted the Whole of the said Grounds so purchased from
Washers aforesaid into Houses Orchards and Gardens
that the said Purchasers are in the quiet and peaceable
sion and enjoyment of such Houses Orchards and Gardens
And more saith not to this Interrogatory

7th ..... To the Seventh Interrogatory this Deponent saith that
not know whether or not the Spots of Ground in the plan
B. No 2 under the Marks of the Letters G.H.I.K.L.M.
P.Q. and R. were given to the Washers by the Company
of other Certain Spots of Ground which they were dispossessed
by order of the said Company nor does he know whether the
Spots of Ground G.H.I.K.L.M.N.O.P.Q. and R. were
to the said Washers in the room and stead of the Spots of Ground
Pointed out in the said other plan Marked Letter A. No 1
the Marks or Letters C.D.E. and F. that the said Washers
now the proprietors of the Letter which was purchased by Ca
pankam Vengadasha Moodeliar from the said Washers
and who paid them the Amount of the price thereof And
saith not to this or the last Interrogatory

J. Chase
Exd

Mayor's Court at Madraspatnam } Between William Oliver of Madras Inhabitant Complainant and Ratnah Pettumboo Naick Alias Ratnala Raganah and Sundy Soobramoneya of the Same place Inhabitants Defendants

On the Part of the Complainant

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

Vengadashen a Peon an Inhabitant of the Black Town of Madras in the
East Indies Aged forty five or forty Six Years or thereabouts being produced as a
Witness in this Cause On the Part of the Complainant was on the twenty fourth day
December One Thousand Seven hundred and eighty Seven Signified at the Office
Mr Henry Du Puy who is Attorney for the Defendants by One of my Servants who
also left him a Note of the Name Title and Place of Abode of the said Deponent
and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

..... To the first Interrogatory he this Deponent saith he does know
William Oliver of Madras Inhabitant the Complainant in the title
of these Interrogatories Named and has so known him the said
Complainant in the title of these Interrogatories Named for the
Space of twenty Years or thereabouts this Deponent saith he does
know Ratnala Pettumboo Naick, Alias Ratnala Raganah and
Sundy Soobramoneya the Defendants in the title of these Interrogs
Named, and has so known them the said Defendants in the title
of these Interrogatories Named these twenty Years or thereabouts
And more he this Deponent saith not to this first Interrogatory

3rd ..... To the fifth Interrogatory he this Defendant saith that it is the
Custom among the Inhabitants residing in different part of the
Country

Country by all the Natives here mentioned Viz.ª a Certain Spot of Ground as well for their own Use to build and erect Houses as for the purpose of selling & Rewarding any Spot or Spots of Ground as they the Washermen may get Under have Occasioned & for the purpose of awarding Him Deponent said the Washermen shall & Washermen shall have a right Use and Enjoyment of such Spot of said Ground so Allotted as aforesaid to have and enjoy the Washer Men Please while he Remains after the Said Lease Him Deponent said the several of the said Washermen Who Occupy Ground to Build Houses Thereon Inhabitants of Madras did Use and Enjoy Several Spots of the Ground Allotted to them the said Washermen & Several of the Inhabitants of Madras Him Deponent said the Head Inhabitants of Madras Him Deponent said the Head Inhabitants of Madras Margaret Inhabitants of Madras Margaret Inhabitants of Madras Narrain pillah and Inhabitants of Madras Dr Malabar and Inhabitants of Madras Annah Belle and Hardly and Inhabitants of Madras Martha Chitty and Inhabitants of Madras Several other People of Madras have purchased pieces of Ground from the said Washermen which they had Leave to Build Houses Thereon by the Inhabitants of Madras Agreeably to the Custom among the different Inhabitants and Natives of this Country Him Deponent said that the aforesaid Purchasers have Leave to the said Spots of Ground Purchased by them and from the said Washermen Houses Orchards Gardens and other Buildings Him Deponent said that they have so Erected Purchased and Enjoyed for Several

(360.)

Orchards and Gardens aforesaid And answers the Fifth Interrogatory

Said Unto this Fifth Interrogatory

To the Sixth Interrogatory Him Deponent saith that he has looked at the two paper Exhibits Marked Letter A. N.º 1. and the other B. N.º 2 Now produced and Shewn to him Deponent at this Examination, and this Deponent Said that he has seen most of the Several Spots of Ground pointed out in those of the said Plans Marked Letter B. N.º 2 under the Marks or Letters G.H.I.K.L.M.N.O.P. Q & R. allotted to the Washers by the Honble Company in lieu of other certain Spots of Ground which they were dispossessed of by Order of the said Company, and that the Spots of Ground G.H.I.K.L.M.N.O.P.Q & R were Allotted to the Washers in the Room and stead of the Spots of Ground pointed out in the said other Plan Marked Letter A. N.º 1. under the Marks or Letters C.D.E. & F. Him Deponent saith that the said Washers are the Legal and Lawful Owners and Him Deponent Washers of the Ground D C.D.E. & F. and Houses of the Ground so Taken was in lieu and Him Deponent saith that he has been informed that they the said Washers have ever been dispossessed of the said Ground D C.D.E. & F. either by Order of the Company or by any other means whatever And answers the Seventh Interrogatory Said Unto

To the Eighth Interrogatory Him Deponent says that he has been informed that there is some other matter or thing to be enquired into touching the Premises in favor of the Company but this Deponent cannot answer thereto

Further Deponeth not to this Interrogatory

his
T. Trail Mark
Esqr.

Folios 12

Mayor's Court at Madrassapatnam

Between William Oliver of Madras Inhabitant Complainant and Ratnala Pillumboo Naick Alias Ratnala Ragunaba and Kundy Coobra Two Company Place Inhabitants Defendants

On the Part of the Complainant

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

Runnen of Madras Washerman Aged 36 Years or thereabouts being a Witness in this Cause on the Part of the Complainant sworn the 8th Day of 1786 Signified at the Office of Mr Henry Dudley Advocate in this Court by Venkatachellum Servant to the Complainants Attorney and Examined by Interpretation of Gooroovel Pullay Native Inhabitant of Madras duly Sworn and Examined Deposeth as follows viz.

1st to the first Interrogatory This Deponent saith that he did for the Complainant Mr William Oliver in this Cause and that he is a Washerman and has been for Seven Years or thereabouts and that he did for the Defendants Ratnala Ragunaba and Kundy Coobra in this Cause and that he has been for the former about Two Years and the latter about Six Months and that he did for them as Washerman

2d to the second Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

Ground in Dispute Land in Mr Oliver's Tenure or Occupation

Interrogatory

for Case Ex

Mayor's Court at Madrassapatnam

Between William Oliver of Madras Inhabitant Complainant and Ratnala Pillumboo Naick Alias Ratnala Ragunaba and Kundy Coobra Company's Two Company Place Inhabitants Defendants

On the Part of the Complainant

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

Govrooval Pullay of Madras Cowkeeply Aged 25 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant sworn the 27th Day of November 1786 Signified at the Office of Mr Henry Dudley Attorney for the Defendants by Venkatachellum Servant to the said Attorney for the Defendants Examined by Interpretation of Nicholas Thomas a Native of the Nation Pillivand Place of Abode Company's Dominions and Examined Deposeth and Saith as follows viz.

1st to the first Interrogatory This Deponent saith that he did for the Complainant William Oliver in this Cause and that he has been the Complainant's Washerman Seven Years or thereabouts and that he did for the Defendants Ratnala Ragunaba and Kundy Coobra Company's Servants in this Cause and that he has been for the former about Two Years and for the latter about Six Months

2d to the second Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

3d to the third Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

4th to the fourth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

5th to the fifth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

6th to the sixth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

7th to the seventh Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

8th to the eighth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

9th to the ninth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

10th to the tenth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

11th to the eleventh Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

12th to the twelfth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

13th to the thirteenth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

14th to the fourteenth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

15th to the fifteenth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

16th to the sixteenth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

17th to the seventeenth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

18th to the eighteenth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

19th to the nineteenth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

20th to the twentieth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

21st to the twenty first Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

22d to the twenty second Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

23d to the twenty third Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

24th to the twenty fourth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

25th to the twenty fifth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

26th to the twenty sixth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

27th to the twenty seventh Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

28th to the twenty eighth Interrogatory This Deponent saith that he did for the Washerman Employed by the Defendants to Wash their Cloaths Carried by the Defendants to the Complainant's House at Madras and that in Consequence of the Complainant's not Paying for the Washing Letter B and Marked A he refused to Deliver the Cloaths to the Defendants Washerman

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118th to the one hundred eighte

Indorsed Survey of the Fort and Ground Plot of Madras Engraved
under the Mark or Letter G.H.I.K.L.M.N.O.P.Q.R
Given by the Company to the Master and Builder
Warehouses Houses upon the said Ground. Also Copy
further said that he knows that the Company pledged
Marked with the Letter C D E in Engraved S. Fort
They built Houses upon the said Ground that there
Warehouses to begin Work upon by the Company upon the
Commencement of the Habitations upon which Letter Mark
built Houses on the ground upon said Engraved Plan N. 2.
With the Letter G.H.I.K.L.M.N.O.P.Q.R and
Not to Mr or the Last Interrogatory

J. Chase
Esq.

Major Coutts
Madrasjuratorum

Deposition of William Oliver
Madras Inhabitant and Company
Peduala Pellambore Naick Alias
Peduala Pegu and Inhabitant
Company of the same place Inhabitant
Defendants
On the Part of the Complainant

Deposition of the Witnesses taken and the Causes
before the Examiner in the Cause following
Cauveram Pallian an Inhabitant of Madras aged forty Years or
about being produced as a Witness in the Cause on the Part of the Com
Also on the Seventeenth Day of April One thousand Seven hundred and
Eighty eight Sign'd Sealed & Deliver'd in the Office of Mr. Henry Dundas in Madras

for the Defendants by One of my Servants who also left him at Pulicat
Name Pillavan Place of Abode of the said Deponent and Age Forty
same Day being Sworn and Examined Deponeth as follows the
1st To the first Interrogatory this Deponent saith that he knows
William Oliver of Madras Inhabitant and the Company's Servant and has
so known him Twelve or Fifteen Years And this Deponent saith
that he knows the Defendants in the Title of this Interrogs
Nand and Bacco Nawen Mumsee for Fifteen Years And
More he saith that to this first Interrogatory
2d To the eight Interrogatory he this Deponent saith that he
has been employed by the Town Polygar for about Three Last
twenty Years as Peshcar to the Aumaul Town this Deponent
saith that he does not know that the Defendant Patrial
Pelamboor Naick Alias Patrial Pegu and never had Dealing
Dealings with him Patrial Pegu and Pedala Pegu
Alias Peroday Pegu of Ground called Kimmeloor the Alias
Side of the Washing Town adjacent to the Bound Hedge and
More this Deponent said and saith to this Eight Interrogatory
To the Ninth Interrogatory he this Deponent doth not know
Know of nor has he heard of any other matter or thing nor
Can he say for or touching any other matter or thing that can be said to
the benefit or advantage in favor of the Complainant or the
Title of the Interrogs Nand and Bacco in this Deponent
Said to Not to this Last Interrogatory Cauveram Pallian
Mark

J. Chase
Esq.

Mayors Court Madraspatnam

Between William Oliver of Madras Inhabitant Complainant and Pallumbon Naick a Natula Pallumbon Naick and Kundy Lobranneya of Madras Place Inhabitants Defendants On the Part of the Complainant

Depositions of Witnesses taken in the Cause before the Examiner in Their Court as follows viz.

Le Bastian Abraham of Madras Inhabitant aged 40 Years Witness about to be produced as a Witness in Their Court in Support of the Bill of Complaint was on the 23d Day of January 1736 Sworn and Examined at the Office of Mr. Thomas Saunders one of the Attorneys of Their Court for the Defendants by Veneratachellum Interpreter Sworn and Examined upon the Interrogatories and Cross Interrogatories filed and Exhibited in the Cause on the Part and Behalf of the Defendants and the said Deponent being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent saith he Knows the Complainant William Oliver in this Cause and the Defendants Pallumbon Naick alias Natula Pallumbon Naick and Kundy Lobranneya in this Cause and Deponent saith he Knows the Parties Complainant and Defendants in this Cause by Reason they have Lived in Madras for several Years past

To the 2d Interrogatory this Deponent saith he Knows the Messuage or Dwelling House and Garden situate in the Black Town of Madras in the Street called the Mustapha Street Leading from the Choultry to the Sea Shore and Bounded on the East by the Messuage or Dwelling House of Pallumbon Naick alias Natula Pallumbon Naick on the West by the Messuage or Dwelling House of Kundy Lobranneya on the North by the Messuage or Dwelling House of Veeragoven and on the South by the Messuage or Dwelling House of Ranganadum Moodelly

To the 3d Interrogatory this Deponent saith he Knows the Messuage or Dwelling House and Garden in the 2d Interrogatory mentioned to belong to the Defendants Pallumbon Naick alias Natula Pallumbon Naick and Kundy Lobranneya and this Deponent saith he Knows the Messuage or Dwelling House and Garden in the 2d Interrogatory mentioned to belong to the Defendants Pallumbon Naick alias Natula Pallumbon Naick and Kundy Lobranneya by Reason this Deponent hath frequently been at the Messuage or Dwelling House and Garden in the 2d Interrogatory mentioned and hath seen the Defendants Pallumbon Naick alias Natula Pallumbon Naick and Kundy Lobranneya Inhabiting and Residing in the Messuage or Dwelling House and Garden in the 2d Interrogatory mentioned and this Deponent further saith that he was with the Complainant at the Messuage or Dwelling House and Garden in the 2d Interrogatory mentioned about Nine or Ten Days ago and then saw the Complainant Measuring the Ground of the said Messuage or Dwelling House and Garden and this Deponent saith he Knows the Complainant to be Employed in Building a Messuage or Dwelling House and Garden on the Ground adjoining to the said Messuage or Dwelling House and Garden in the 2d Interrogatory mentioned and this Deponent saith he Knows the Ground on which the Complainant is Building to belong to the Defendants Pallumbon Naick alias Natula Pallumbon Naick and Kundy Lobranneya and this Deponent saith he Knows the Complainant to be Building on the said Ground by Reason this Deponent hath frequently been at the Messuage or Dwelling House and Garden in the 2d Interrogatory mentioned and hath seen the Complainant Building on the said Ground

To Ditto ... 3 Do Yeaward do Vizt and Know saying any thing touching the Matters in Dispute between the Complainant and the Defendt in the Bill of Mort Interrogatories Named & to the Letters and Several Grants made by them to the Inhabitants & Watchermen of Soundaways And what they know touching or concerning the Premises

To Ditto ... 4 Did or did not the President and Council of Fort Saint Jamestown in the Year of Our Lord One Thousand Seven hundred and Eighty or One Thousand Seven hundred and Eighty One When if so & any and what Order for the Levelling and clearing any and what Heads of Houses & Garden Ground on the East side of the Black Town Wall Opposite to the Mouth or Entrance of Queens and Maccaws Flaw were there or ever Erected Houses and Houses taken down and pulled down and the Inhabitants and Owners of such Houses and Gardens and Ground thereto belonging in consequence of the said Order Was or were the Said Late Chief Engineer or Thos Dell Esqr One Thousand Seven hundred and Eighty One Thousand Seven hundred and Eighty and One Thousand Seven hundred and Eighty three If Yea did or did You Not Measure and mark out the Heads of Houses & Gardens belonging and cleared by the Order and Direction of Lieut Whether other persons or persons were Employed in Surveying or Measuring Was or was not the Defendant Rasanala Pollambo alias Rabuloo Rajapakse dagepakse of a piece of Ground on the Northward of the Black Town Wall Whether the said Ground is Waste Land or Cultivated and Number of Coconut Trees and pulled thereupon Look at the Plan No 2 now to You at the Hearing of Your examination Dollar or Dollars Pagoda and what Plan of Ground the said Ground

and Adjoining Thereunto Whether You did or Did not draw out or direct the Drawing out Thereof or who by Name & Where or in what Part of the Said Plan Marked Letter A the Garden Ground where of the Defendt Rasanala Pollambo Naick Alias Rabanala Rajapakse dagepakse is Possessed And whether the Spot enclosing the Letters C.D.D. E.F. As Shewn & Contained a Plan of the Premises and Deposited or some part, and what part Thereof Is or is not the said Spot within the Limits of the Ground Ordered to be Cleared and Levelled as aforesaid Whether or was or was not the Same or any part Thereof built upon and inhabited or employed as Garden Ground by certain Washermen and Others many or by what Name and of How Many Tenements such House built Tenanted or Occupied by Name & Of How were or were not any such Houses built upon or there Growing upon the said Ground Taken down filled and Levelled pursuant to the said Order & Direction & By whose Order and Not Inhabited and Occupied at that Time and whether Was or were the Inhabitants of such House or Garden Ground dispossessed thereof in consequence of the said Order & By whose Order Such Washermen or other persons so dispossessed had or have not any other Ground allotted to them and where and what Distance from the said Ground Where and whether and what Distance from the said Ground to the said C.D.D.E.F. and to be Measured out the said Ground to the said Washermen and by whose Order Look at the Plan No 2. Now shewn to You at the Hearing of Your examination Whether the Said Spot of Ground Allotted or Allowed the Same contains a Plan of Ground Allotted to the Washermen and other persons where Houses had been taken down as aforesaid & Were erected the Same is to Parcel or Spots of Ground Lettered G.H.I.K.L.M. N.O.P.Q and R The Parcels of Ground Allotted to the said Washermen who had been dispossessed of their aforesaid Ground C.D.D.E.E. or any part Thereof for any other Ground

Ff

Yea Nine or more of the said Persons examined and desired
Will the Grand Jury allotted them and whether they did or did
take Possession thereof and whether they are or are not now in
said Messuage Dwelling House & Premises aforesaid Declare
and Answer as You know have heard believe
and have been informed —

To Dillo ——5th—— Do You know Montalbo Cavan Lower Pomeroy
Montalbo Cavan Lower Longford Tower Carragan Ellenagan
Coyan Ellenar Upper Lavarrainny Lower Ellenar Upper
Nillamore by Longford Ballyman Ridge by Cavan and Longford
either and which of them did or do Lay Claim to the
Messuages aforesaid Premises or any and which of them
Yea or Nay are any of the said Premises or any and which of them
Washeen and Virginia possessed of their Houses in the Manor
Were they to be sworn interrogated and Whether the said Premises
or any and which of them Do or do not now or did before the
Occupy the Spaces of Ground distinguished by the Letters G. H.
I. K. L. M. N. O. P. Q and R or any other and what part of
the Premises in Question And whether did You know or
or believe any of the Persons in Question or any and
which of them had or pretended Right Title or Claim to the
Premises in Question Marked C. D. E. F. When if they were or
any of the said Persons so pretended Declare the Cause or Reason
how and do believe together with the Reasons of such Your
belief

To Counter Gillah. 6th Do You or Do You not know the Persons in Question
know the Premises in Question between the Complainants and
Defendants in this Cause and whether did they and which of
You & Yours Occupy for the Village of Londawoor If Yea
how long have You been and whether You or any of
Your Predecessors of the said Village in the Year One Thousand
Seven Hundred and Eighty Eight One Thousand Seven Hundred and

Two and One Thousand Seven Hundred and Eighty Three and Since
Longaffer Rudawhether You or either of them now Occupy of the said
Village Do or did You or either of them Occupy any Messuage Village
take Pay any and what Rent of the Village Lands or what other
business and employment and by what Authority Did or did You or either of them
for the Inhabitants of Londawoor to Occupy the Premises in Question
Were they or any of them about Many Ground belonging to them If Yea declare
Regd Rent of the Premises for how Do You or Do You not
Draw out the Bills of Sale of such Premises sworn and by the Inhabitants or such?

Look at the Cadgan Deed or Writing now shewn
to You at this Hearing and Examination Do or do not the Inhabitants of the said Village of
the Bills of Sale from the Inhabitants of the said Village of
Londawoor of certain Pieces and Parcels of Ground therein Lying
and Situate to Major Mauleb Rose or any and which Persons
and Persons respectively and Respectively between the Complainants and
the Defendants respectively and Respectively the said Bills of Sale Cadgan Deeds of
Your own hand Writing Whether You did or did not Read over
the same for the purposes therein mentioned and Read by you or Read
and Execution And whether You did or did not Read over the
same Official Seal and Your Official Capacity or Notary of the said
Village of Londawoor

Do You know Carrolagan Lower Lagnadey Tillanagan
Agullagan and how Many are Inhabited by the said Cadgan Deed
or either and which of them And did or did not You or either of them
how Many Days was Right and Title to Messuages aforesaid
Premises therein Set forth And whether You did or did not read over
Carrolagan Tillanagan and Agullagan or either

and

and do hereby subscribe their names to these
Cadjans. Read. Declare these are the same as You know & have heard
believe together with the Reasons of your belief.

Ditto. 7th. Do You know have You heard or been informed that
the said Premises were or ever had been enquired and included in the
Certain Mahazums. Whether were or were not Major Maule
Dispossessed of their said Ground & Premises by the Year
Three and Seven hundred and Eighty Seven by Power and
or what Means. And whether any other and Which
Was given them in Lieu thereof. and by Whom and
Behalf. And whether they did or did not accept the same
in Lieu thereof. And how long did the said Ground lay
Which was given them in Lieu of the Ground Rent
the Mahazums aforesaid Dispossessed of. And whether they
or any and which now in possession of the said Ground

Do You know have You heard or been informed
Whether the said Mahazums did or did not afterwards
Sell the said Ground whereof they were so dispossessed
said Dispossessed and to whom. and whether they
or had not a Right to sell the same. Do You know have
hear or been informed whether there was or was any
deposited relating to the premises in Question and if there
that the said Inhabitants of the said ground possessed
Maule. And how long have You heard of the said Grounds
said Mahazums to Colloo pauchumy Nauckar and
Mar Thea and Colloo pauchumy Nauckar and Mordelliar or
session of the premises in Colloo pauchumy and whether You know
have heard heard or been informed whether Thomas Oliver
Oliver was or was not in possession of Mr. Maule's

Jobovindapillah Seshapah Mestry and Groswadum Mestry

Jobovincettesammy Naicker

know the said William Oliver to be. Declare the same as You
know have heard and been informed particularly together with
the Reasons of your belief.

8th. Do You know have You heard or been informed whether the aforesaid
Major Maule did or did not give or allow any person
Disputed by him Quarter as aforesaid from the Inhabitants
of Jaffanapatnam the Descendants Natives of Pattambo Naick
Alias Batua Ragava Jenthen of the Garden Ground where of
he was dispossessed. If Yea do You know have You heard or been
informed Whether the same was or was not given to the said Descdt.
under any and what Restrictions or limitations. And whether
the said Descendant may or may not under the said Restrictions
and limitations erect any House or building thereupon.

Whether You know have heard or been informed that the said
Major Maule did cause the Ground to be Dug on the said Ground
Declare
and for what Cause purpose and Reason
the same as You know have heard and do believe together
with the Reasons of your belief

9th. Did You or did You ever Medium the
Capacity of a Dubash or any other and in what Capacity to
Major George Maule Chief Engineer or any other and in what
Station in the Service of the Honble United English East India
Company or any other and in what Service the Year One
Thousand Seven hundred and Eighty and Eight by Hyder Ally and the
the late War and Invasion of Hyder Ally and the said
Major George Maule or did he not by Order of Government
and by whose Orders take Account and Value several Houses
Grounds and Gardens and also Trees for some the
Inhabitants

Inhabitants to the Northward of the Black Town
and where Andrew Muller Mr Saunders or were not living
the purpose of preventing the Enemy from their bearing or
Concealing themselves among the Houses erected on
and Timbers Growing thereupon and thereabouts or
other and for what Term and Interest the said Town Ground
and Garden taken Leased and Let to and were enjoyed by
Defendant Rahuala Pettumbon Naick and Rahuala Pagaud
Dispossessed of the same from or any other and when
and Muller Mr Andrew or were not all Which Mr Saunders
Lots, did the said Major George Maule Esq. Governor
to You at this Time of Year as are Marked & Red
in part of the Ground Marked A in the said Plan or
and the said Ground that the said Defendant Rahuala Pettumbon
Naick, Alias Rahuala Pagaud or any other Dispossessed from
Ordered the said Major George Maule or any other or
by Order of Government or by whose Order or Direction from the
Lands of Fendawar or any other and from whom Two Spots
of Ground or any other, and how many Fish Consisting of Two
Sole and Seven Eighths of a Sol or any other and how many
for the Sum of Nine Hundred and Ninety two Pagodas and
Six Tenths of a Pagoda or any other and for what Time and
he did or did not Obtain from the said Cadjans Bills of Sale
Writing for the Land and did the said Major George
or did Signed Give the said Two Spots of Ground or any other and
Ground to the said Defendant Rahuala Pettumbon Naick, Alias
Rahuala Pagaud by Virtue of the Ground he was Dispossessed of
aforesaid or any other, and how much Accounts and how long was
Given and are the said Two Spots of Ground due Given to the said
Pettumbon Naick Alias Rahuala Pagaud or are they given

Same joined and Marked in the said Plan with the Letter B.
and C.D.E. and F. or any other and what Grounds, Houses were Erected
the said Defendant Rahuala Pettumbon Naick, Alias Rahuala Pagaud or
by the said Major George Maule the said Major George Maule or did
Erect Cause to be Erected or any other, and what Building, to be Erected or Made
upon the Ground Marked F in the said Plan or any other, and upon
What Ground for the Use of the said Defendant Rahuala Pettumbon
Naick, Alias Rahuala Pagaud or any other and for what Use or the
Rooms of the Well that was upon the Ground Marked A. taken from him as
aforesaid or any other and how what Account was the same Ground
and did the said Major George Maule or did Receive any by the said
other Defendant Sundry Cobra Manjas to Clear and Level the said two
Spots of Ground? Whether the said Major Maule did or did not Cause
the said Cadjans Bills of Sale or any other, and what Cadjans to be
Translated into English or any other and what Language and
did the said Major George Maule or did Thereof afterwards, and
did the said Major George Maule or any other and what Writing to the said
Pettumbon Naick Alias Rahuala Pagaud
Defendant Rahuala Pettumbon Naick Alias Rahuala Pagaud
and how and are they or are they and the same now produced
and how and are they or are they and the same now produced
A. N.º 3 aforesaid and the other M. N.º 23. and the said Pagaud
have You to know Whether and did Major did Answer Not subsequent
between the said Major George Maule and the said several Gentle-
Men and there to and any and what Grants of the said Ground
Particularly between the said Major George Maule and the said
Defendant Rahuala Pettumbon Naick Alias Rahuala Pagaud
and Sundry Cobra Manjas? Whether You have any Writing Deed
Matters together with the said Persons and Your Knowledge
and Belief Declare

Sir

To Sir Thomas Hesketh Bannerman Knight Henry Govindah Pillay Ellendayan Naick Arnagen Pandaram Comarayah Moodelly Sevanah Moodelly Veragen and Veragen

Whether You know the Lands in the Village of Tondaven, And the Lands of the said Village of Tondaven, And whether the Lands of the said Village are under the Charge and Management of the Principal Inhabitants of the said Village? And whether You know the Right of Collectorship in the said Principal Inhabitants of the said Village? And whether You know or have heard of any Inhabitant of the said Village or Tondaven, And who are the Persons now Inhabitants of the said Village or Tondaven, And who were the Persons Inhabitants of the said Village or Tondaven in the Month of September One thousand seven hundred and three? And whether You know or have heard of any Right or Privilege belonging to the Lands of the said Village, And whether the Inhabitants of the said Village have been in the Custom and Practice of paying any Rent or Tax for the said Lands, And whether the said Lands were granted by Sale or Bill of Sale according to the Custom and Usage of the Country, And whether the said Lands were granted by Sale or Bill of Sale, And whether the said Lands were granted by Sale or Bill of Sale according to the Custom and Usage of the Country

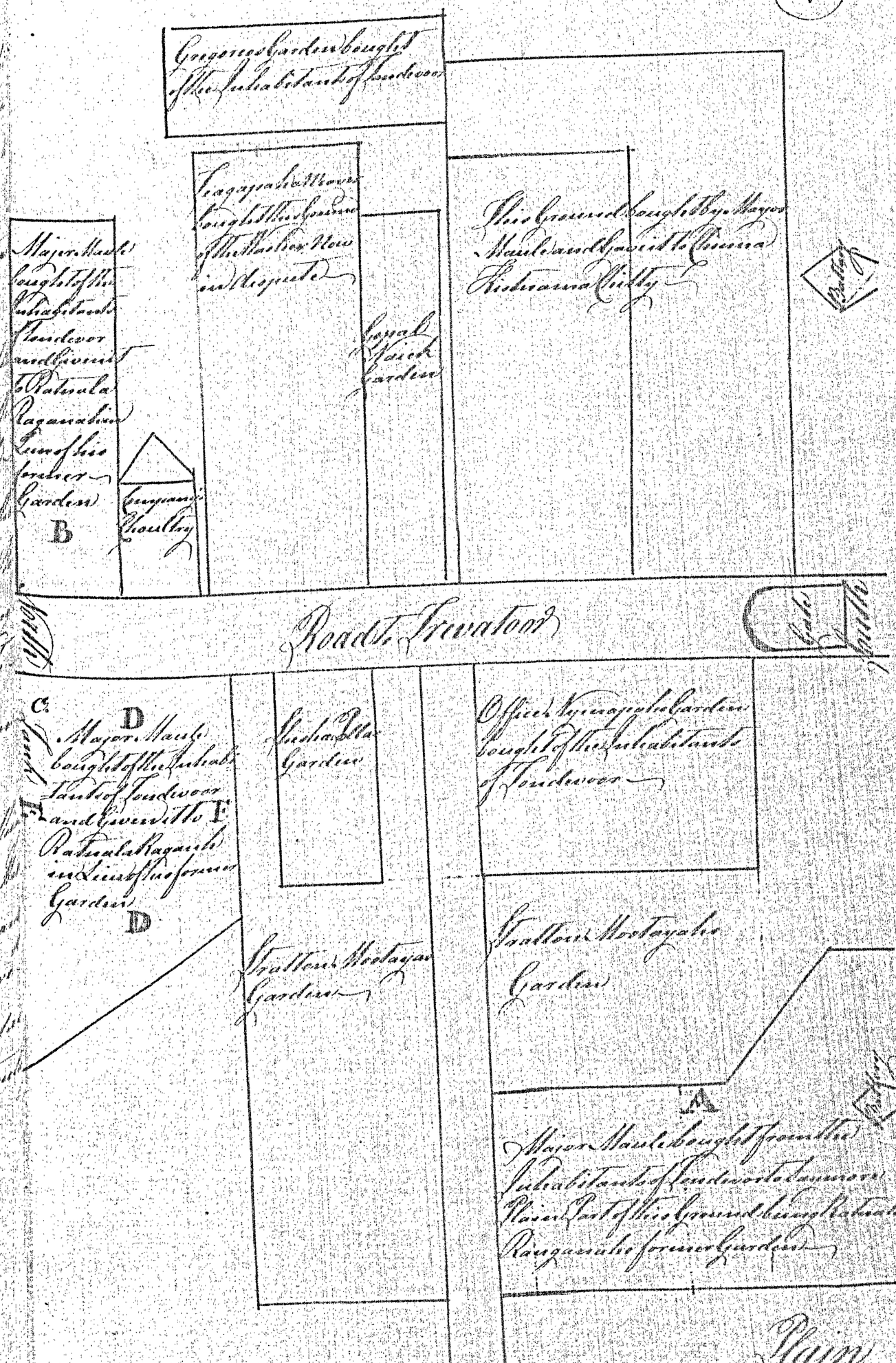
Premisses Whereof they were dispossessed as aforesaid And by whom and by whose Order? And whether the said Washermen are or are Now in possession of the said Ground? Declare the Same as You know do believe together with the Reasons of such Your belief —

To Rangandum Woodelliar 11th Are You or are You not Malabar Interp of the Honble the Mayors Court at Madras —

Look at the Cadjan Writing now shewn to You at the time of Your examination purporting to be a Bill of Sale in the Malabar Language And the translation thereof in the English Language Marked A Is or is not the said Translation in the English Language a true translation from the Original in the Malabar Language or whether the Sense tenor and meaning thereof doth or not agree with and is or not conformable to the Original or in what part and parts doth the same differ in Sense tenor and Meaning therefrom —

To all to the Witnesses 12th Do You know of any other Matter or Thing or have You heard or can You set forth any thing touching the Ma in Question in this Cause that may tend to the benefit or Advan of the Defendants If You declare the Same as You know have heard or do believe together with the Reasons of such Your belief fully and particularly as if You had been thereunto particul Interrogated —

Hy Dickey
Atty Defendt



Folios 2

Plan No. 1.

This Exhibit Marked A. B. C. D. D. E. S. F. and the Schedule Marked Maxbay, Grosvenor Square Maxbay, and Lucas Back Nairk, all Mulattoes Slaves of Oliver Examination before Arthur Part of the Defendants Two Certain Caravans Equal Julius Scaeble Chief Mayor Court of Madras Patnam Thomas William Oliver is Complainant and Robert Pellumbo Nairk Africa Mulatto Plaintiff and Defendant Arthur 30th May 1788 Subscribed and Day of June Anno Domini 1788

F. Gill Esq

Folio 1

1. Camoy 60 I	9. Dauer 60
2. Angebeen 60	10. Tranoy Woolcloo 60 G
3. Courgaven 60	11. Pallebeen 60
4. Narayanar 60	12. Chetta Pitoochallee 60
5. Gourialleen 60	13. Tebelal Cawn 60 Q
6. Tamal Cawn 60 M	14. Caniyen Pallee Goubeen 60 P.
7. Veeragoo 60	15. Caniyel Moode Roo 60 H
8. Chingen 60	16. Maambeloo Gruwen 60
9. Nagasen 60	
10. Chelumambakum Coeyen 60 K	
11. Ballen 60	17. Sagaragen 60
12. Veeradashen 60	

1. Chellum 60	9. Moody 60
2. Veeragoen 60	10. Cawen 60
3. Shalingen 60	11. Bootloo 60
4. Parra Dacoy 60	12. Chingen 60
5. Cundem 60	13. Cawgaut Veeabaracan 60 L.
6. Chambenhuren Thew 60	14. Coryellen 60
7. Maragaven Oofenny 60	15. Syagen 60
8. Rudey 60	16. Coyen 60 R
9. Mamanthen 60	17. Chimmagen 60

New Street.

1. Dauney 60 S	9. Moodaloo 60
2. Gowraven 60	10. Nellagandoo 60 O
3. Pittaven 60	11. Pidgen 60
4. Moongistaven 60	12. Sirchand 60
5. Tyuven 60	13. Chundoo 60
6. Chimmaloo 70	14. Coyeven 60
	15. Verchoor Perayan 60 N

1. Vinthen 60	
2. Colen 60	
3. Pedderoven 60	
4. Veeragoe 60	
5. Vencen 60	
6. Moodaloo 60	

New Street 15.

20. Veeragoe 60	1. Moodaloo 30
21. Moodaloo 60	2. Tillicherry 30
22. Nawaire 60	3. Allagen 38
23. Nangen 60	4. Gowraven 30
24. Cawen 60 Z	38

1. Gowraven 60	
2. Perayan 60	
3. Veeracheen 60	
4. Mulcayloo Collecaradoo 60	

Folio 2.

Plan No. 2.

Plan. N.º 2.

This Exhibit Marked C.H.I.K.L.M.N.O.P.&Q

Was shewn to & relayed to Mastry and Green and Mark at the respective times of their Examination before the Part of the Defendants sworn & Certified Commissioner Agreeably in the Honble the Mayors Court & Madras pattanam Wherein Thomas Rebird Plaintiff & William Oliver is Complainant and Ratnala Pellumboo Naick Alias Ratnala Reganad and Sundy Subramaneya are Defendants dated this 30th and 6th Day of June Anno Domini 1788

Folio 1

F. Case
Ext.

Translation of a Cadjan Title Deed

Known all Men by these Presents that We the Inhabitants of the Village of Tondoor for and in consideration of the Sum of One hundred Ninety two and three Chuckrums 192 3/16 Star Pagodas to us in hand paid by Mayer Maule of Fort St George Merchant and Landholder the said Mayer Maule a piece of Ground containing in length from North to South 350 feet and East to West 200 feet Making 43 3/4 Cottahs which is situated bitween the East of the Commonroad Pariah Road North to the Company's Choultry South to the Common Pathway Bounded by another piece of Ground belonging to the said Company's Choultry Pariah Road and Mark Land on the East & West to the Company's Ground Land aforesaid

[illegible]

Translation of a Cadjan Bill of Sale Dated the 2d June 1783

We the Inhabitants of the Village of Tandearputtoo do give this Bill of Sale of the Ground to Majer Maule of Madras That is to Say

Our Ground Situated within the bounds of Tundiar-puttoo, On the East Side to the Road leading to Trivatore, on the North side to the Company's Choultry, on the South side to the House of Santtaney Vencatachellum, and on the West Side to the Company's Dolley or Washer Yard, which Ground Containing in Length from North to South 350. feet, and East to West 300 feet, which making 43 3/4 Lotts; Also another Spot of Ground Situated on the West Side to the Road, on the North side to Trautta Mostialis Garden, on the East side to Allecoole Garden, and on the South Side to Vendalore Narrain Pella's Garden, which Spot Containing in Length from North to South 600 feet, in Breadth East to West on the North End 200. feet, and on the South End 65 feet, which is 33 1/8. Lotts, the said two Spotts of Ground measuring 76 7/8. Lotts of Ground, which Grounds with all the Appertunances belonging thereto We have bargained and Sold to You for the Sum (of 192 3/16) One hundred and Ninety two and three Sixteenth Star Pagodas Current Money of Madras and Received the said Sum there is no any Dispute for the Same, in Case any Dispute should happen then We bind Our selves to get it clear then We do give this Bill of sale of the Ground by Our Consent Witnesses Sundoo Soobramoneya Moodeleer, and Tottey cala Raumana Moodeleer, by their Knowledge Drawn by Govinden Voorianacoo or Notary (Signed)

Varoodapen
Vencatapadey
Tellanaigum
Agutteapen

Witnesses Signed
Sundey Soobramoneyan
Raumanen

True Translation as near a can be from the Malabar Language

Soobaroyan
Interpr.

This

This Exhibit Marked A was shewn to Ratnawadeen Moodeliar at the time of his Examination before mentioned on the Part of the Defendants in a certain Cause now depending in the Honble the Mayor's Court at Madras upon the Files thereof in the said William Oliver Complainant and Ratnala Pettumboo Naick Alias Ratnala Ragunahlu and Sundy Soobramoonya and Others Defendants on the 30th Day of June Anno Domini 1788

J. Call

Exd

Mayor's Court
Madrasapatnam

Between William Oliver of Madras Inhabitant on the Complainant and Ratnala Pettumboo Naick Alias Ratnala Ragunahlu and Sundy Soobramoonya of the same place Inhabitants on the Defendants

On the Part of the Defendants

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

Joshuapah Westry an Inhabitant of Madras Aged Eighty Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendants was on the thirty Day of May One Thousand Seven hundred and eighty eight Sworn and Examined Deposeth as follows viz

1st ..... To the first Interrogatory this Deponent saith that he doth not know William Oliver the Complainant in the Bill of this Cause named

Name of this Deponent saith he doth know Ratnala Pettumboo Naick Alias Ratnala Ragunahlu and Sundy Soobramoonya the Defendants in the Bill of this Interrogatories Named and has also known them the said Defendants in the Bill of this Interrogatories Named these Twenty Years or thereabouts and more that this Deponent saith

2d ..... To the second Interrogatory this Deponent saith he the Deponent is a Master Bricklayer in which Capacity he has been employed by the said Defendants as Master Bricklayer in the Years One Thousand Seven hundred and Eighty Seven One Thousand Seven hundred and Eighty Eight One Thousand Seven hundred and Eighty Two One Thousand Seven hundred and Eighty Three and no more that this Deponent saith

Not to his first Interrogatory

3d ..... To the third Interrogatory this Deponent saith he knows of no Dispute between the Complt and the Defendants and that he knows the Title and Claim made by the Respective Parties to the Premises in Dispute Situated at Tandavaar and More he saith not to this

Not to third Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that the Governor in Council did in the Year of Our Lord One Thousand Seven hundred and eighty One issue an Order for the Building a Chowry and Casting a certain Quantity of Ground to the North of the Black Town Wall on the said Ground to the Northward of the Wall in consequence of which Order many Houses & Tenements of the Washermen and Inhabitants of the Town were Levelled and the said Ground and the Owners and Inhabitants dispossessed Deponent has heard and believes that Major Maule was Chief Engineer and he the Deponent has seen Major Maule Survey the said Ground in the Year One Thousand Seven hundred and Eighty seven and that he the Deponent has seen One Thousand Seven hundred and eighty One One Thousand Seven hundred and eighty two One Thousand Seven hundred and eighty three and One Thousand Seven hundred and eighty four and that he has seen Measured and Marked out the Ground by the said Order this Deponent saith that he and the rest of the Inhabitants were Allowed Compensation for their Buildings so Pulled down by Order of the Honble Company this Deponent saith

Sworn

Last Mad Ratuala Pagana Alias Ratuala Pettumboo Naick
Was One of the people below whose names Are proposed to be sworn
to the Northward of the Black Town as within Mentioned Said
Limits and Had about Twenty or Thirty Young Cocoa Nut Trees
Mr. Arcaud Assumes thereon This Deponent said He did as Desired
Plan No. 1. Now Shewn to him and Has this examination and
that the Spot therein Marked with the Letter A is Part of
of Ground the said Defendant was Dispossessed of and that
the Spot of Ground in the said Plan No. 1. Marked with the
Letters C.D.D.E.&F. Contains a Piece of the Premises in Dispute
and which Piece of Ground is within the Limits of the Ground
Which was Ordered to be Levelled and which Spot previous to the
Execution of the said Order was built Upon and Inhabited by
Washermen This Deponent said he does not Recollect their
Names, the Houses which were so built on this Spot of Ground
Marked with the said Letters and the Trees growing thereon
Were Levelled and Cleared away this happened Six or Seven Years
ago by Order of Major George Maule under the Direction of Gover-
nor Edmund Maisley This Deponent said that after the Ground
Was Levelled as aforesaid Mr. Arcaud Assumed to Measure
and Lay out the Ground in Dispute This Deponent said he
Was Present when the said Mr. Arcaud Measured and Laid out
the Ground in Dispute and Saw Him Drive Pegs into the Ground
by Order of Major George Maule and that the Ground so Measured
Was Situate Partly on the Sea Shore and Just East and from the Ground
they had been Accustomed to Dispossessed by This Deponent said that the
Plan No. 2. Containing Spots of Ground Marked with the Letters
G.H.I.K.L.M.N.O.P.Q.&R. are the Ground which were allotted
to the Washermen who had been Dispossessed of the Spot in the Plan
No. 1. Marked with the C.D.D.E.&F. and This Deponent said he
they were Satisfied with the Change that they did take Possession
thereof. And Deponent further Saith that the Ground

and

And Houses This Deponent said he does not know

3rd To the Second Interrogatory This Deponent said he does not Know
Lawyer Chittaram Jaushum Cogan, nor has he at any time Agreed with
Nor Leased Out Such or Any Land, nor Received any Rent from This Deponent
said He does know Alwar Casjee Ballaljee and Peter by Caste
and Cooper Trade that he has known them about Ten Years
This Deponent said He Has Seen Four People Wash Linnen and
This Deponent said He Sees Houses as before stated
That They were Dispossessed of their Houses as before stated
And that They now possess the Same of the Ground Marked with
the Letters G.H.I.K.L.M.N.O.P.Q.&R. This Deponent said He
Has Seen Eight or Nine of them Lading Light Goods Lighters
of the Disputed Premises Marked with the Letters C.D.D.E.
&F. When they were before Dispossessed and Since This
Deponent said Adds to his first Interrogatory

8th To the Eight Interrogatory This Deponent said He Knows
Lord that the aforesaid Major Maule did give the Premises
in Dispute by Sixty Pagodas of the Inhabitants of Sandaway
unto the Defendant Ratuala Pettumboo Naick Alias Ratuala
Pagana in lieu of the Garden Ground he was Dispossessed of
This Deponent said He Includes Over and Above Seventy Cocoa
Nut Trees Young and Old Planted by the Defendant This Deponent
Land Situation Bequeathed the said Defendant This Deponent
said He does not Know Eight Cocoa Nut Trees Bearing Fruit
upon the Ground nor Carry on any Cultivation thereon
Except Vegetables or such like And Adds to this Deponents
said Oath to this Eight Interrogatory

10th To the Tenth Interrogatory This Deponent said He does Know
the Premises in Dispute Lie to the Eastward of the Causeway
to the West of Sandaway Road and that it is the Custom and Law
of the Inhabitants of the Village of Sandaway that the Lands of that
Village are under the Charge and Management of the Pariar
Pariah and Inhabitants of the said Village have Power to Cultivate and

and

Cultivation and that they are a Poor and Poor Knowledge
how and they think proper and that they come Since does
This Deponent saith that Eleven People and Head Inhabitants
of Fontabelo or that he does not know them all by Name, Since he
does know Areas follow, Fellinaigue Woodelly, Soobramony
Woodelly Sawmy Woodelly, Rocca Tapedy Woodelly, Rama
Woodelly - This Deponent saith that he does not Recollect all the
Head Inhabitants of the said Village in the Year One Thousand
Seven Hundred and Eighty three but that the forgoing five Persons
formed the Part of them This Deponent saith he Enquires four Head
Inhabitants to Dispose of any of the Lands of the said Village This
Deponent saith that it is necessary and Customary for persons
Possessing Lands within the Village to have a grant or Bill of
Sale thereof from the Principal Inhabitants and that such
Grant or Bill of Sale should be Drawn out and Registered by
the Village Committee - This Deponent saith the Inhabitants
of the said Village are Watchermen, this is many of their Descriptions
Live in the Bounds of this Village This Deponent knows not to
how many Cuffs and Carbs they are the Watchermen have
Certain portions of Lands Allotted them for their habitation
and Above which they cannot build Houses a Right to all and
Dispose of the same This Deponent Deponent saith that in
Degrees and of the Watchermen holding Bills of Sale from
Head Inhabitants of the said Village they may dispose
of their Lands by the following Title That a Stop planting Trees
in their back Yard or Garden they Mortgage their Garden
under an Obligation that the Lender of money to them may
Cut them in The Honble the Mayor's Court in default of Pay-
ment at the expiration of the Specified time and by which
Means they procure one Pledged by Order of the said Court the

Premises are Lodged by Order of this said Court the Premises to that
Public Outcry and the Court to Bills of Sale to be Granted to the Purchasers
This Deponent saith he does not know any thing about the Wat-
Seamen selling any Premises to Venca Dasha Woodelly - Nor
does he know that Venca Dasha Woodelly was ever in Possession
of the Premises and Dispute or does he know of his Selling them
to William Oliver - Nor does he know that the said William
Oliver was in Possession of them This Deponent saith that the
before Answered all the Questions that followed this Interroga-
Any Matter Something More to say to this or the last Interro-

F. Chase
Esqr

Mayor's Court at Madrasapatnam

Between William Oliver of Madras
Inhabitant in the Coromandel Coast and Batavia
Pillamboo Nauck alias Rahmalagaroah
and Sundy Subramanya of the same place
Inhabitants are the Defendants
Outlaw Part of the Defendants

Depositions of Witnesses taken in this Cause by and before
the Examiner in this Court as follows the
Coromandel Mestry Inhabitant of Madras aged forty Years or
Thereabouts being produced as a Witness in this Cause on the Part of the Defend-
Watson this Seventh Day of May One Thousand Seven Hundred and
Eighty eight Examined at the Office of Mr Stephenson Englishman Solicitor for
the Complainant by Interpreter Veeranbeelo also Inhabitant of Madras
Title and Place of Abode of Deponent and in Forwards on this Behalf being
Sworn and Examined Deponeth as follows to

1st

1st ——— To the first Interrogatory this Deponent saith He has the Honour to know William Oliver the Complainant in this Cause this Deponent is also acquainted with the Defendant named in this Deponents Interrogatory and also with Ratnala Pettamboo Naick alias Ratnala Ragavalo and knows that the Defendant is the Head Inhabitant of Vandaroor and this Deponent saith that he has been informed that the Defendant is also

and Severally Mark'd This Deponent saith That the Houses were pulled down by the Order of Major Maule and by This Deponents Direction which the Inhabitants and Owners there of were ignorant that in Consequence of all Their premises Houses and Ground had been so Destroyed had other Ground assigned and Lands there of allotted them by Major Maule in the Eastern Division of the Washing Town and distant from Mud Spruce Mark'd with the Letters C.D.D.E.& F about One Thousand feet and This Deponent saith that he Measured off William another Main by Name Gobagator Measured out the said Ground by Order of Major Maule This Deponent saith That he has Looked at the Plan Mark'd No 2. Now shewn and produced to him at the Time of this his Examination and this says that it contains a Plan of Ground Allotted to the Washermen and other persons Whose Houses had been taken down as aforesaid and that the Parcels or Lots of Ground are Lettered

4 G.H.I.K.L.M.N.O.P.Q.& R. and that Parcels of Ground Allotted to the said Washermen who had been dispossessed of the Ground Mark'd Number One are the Letters C.D.D.E.F. That this Deponent is positively satisfied that they are the only persons who had been dispossessed and that they took Possession and Continue to enjoy the Same. And this

3 1/4 ------ To the sixth Interrogatory This Deponent saith that the Ground where the Houses of Tawarangan Langaus and the Houses of Tawaliloe Caun Saun Kanjee Mansor Canagan Mor Chellerang Jaubum Cogun Mor Tawaliloe Caun Mangan and Mon Jeun Caun the Moor Jaun Jaut Pellamong by This Deponent has been Known Always Called Balla Yeeam Ratchey Caun and Cogun and that the Houses have been there about Three Years This Deponent saith that those People are Washermen And that they were dispossessed of their Houses

8 1/4 ------ To the Eighth Interrogatory This Deponent saith that he knows that the said Major Maule Dispossessed the Inhabitants of Tandevoor under the Defendant Purchased of the Inhabitants of Tandevoor under the Defendant Rataula Pettumbee Naick Alias Rataula Pagunaa in the Name of the Garden Ground shewn & Described in This Deponents said Plan Mark'd No 2 for Limitations pointing out the said Defendant This Deponent saith That the said Defendant had no Right to erect or build Houses upon the said Ground nor carry any Cultivation thereon except Vegetables or such like This Deponent saith That Mellevaa began to be Angry with the said Ground by the Defendants but what Major Maule in the Name of the Company did to be Angry and This Deponent knows that Many People but that during the Time the said was digging that Washing people Pursuant to Proposals being first made by the Defendants made and Application to Major Maule on the Subject which after enquiring into the Merits of the Cause gave an Order for the said Ground to be Granted And More This Deponent saith that to the Eighth Interrogatory

10 1/4 ------ To the Tenth Interrogatory This Deponent saith that he knows the Country in Negapatnam and that the Laws and Customs of Judicature and of the Village of Tandavoor that the Lands of that Village are under the Charge and Management of the Principal Head Inhabitants and that they sometimes do as This Deponent saith that Ten People called Heads of Tandavoor that the Names of such Ten People are as follows Pellamaigum Moodelly Cobamoney Moodelly

Moodelly

Moodelly Lawrey Moodelly Cuccalapulley Moodelly Annatamby
Moodelly Thio Deponent saith he does not recollect to have known the
Head Inhabitants in the Year One Thousand Seven Hundred and
eighty three of the said Village Thio Deponent saith he requires the
Whole Number of the Head Inhabitants to be Deponents Copy of the
Lands of the said Village Thio Deponent saith that it is Necessary
and Customary for persons possessing Lands within the Village to
have a Grant or Bills of Sale thereof from the principal Inhabitants
and that such Grant or Bills of Sale should be witnessed and
Registered by the Village Conicoply Thio Deponent saith many
of the Inhabitants of the said Village are Weavers and have many
Looms They are of Thio Deponents Knowledge that the Weavers
Certain portions of Land allotted them for their habitations and
Washing Ground Allotting to the Weavers such Portions for
their Habitations and Washing only given them the Right of
Inhabiting and Washing thereon But Deponent Knows they cannot
sell or dispose of the Lands for any other purpose than for
which the same were given Thio Deponent saith the Headmen
or Inhabitants of the Weavers Village Shall Grant Bills of Sale from the Head
of the Weavers Village Thio Deponent saith the Headmen
of the Inhabitants of the said Village Thio Deponent saith they
following Bills of Sale for Planting Land on their Cast Vanderlahr
Roy Mortgage the Land under an Obligation that the Lands of
Money to Thio Deponent or the Heirs of the Late Mayor Cuntoodoss
of Land and the Mortgage shall be void Thio Deponent saith
the premises are Leased by Order of the said Court Thio Deponent
Public Outcry and the Court's Bills of Sale are granted to the Purchaser Thio
Deponent Cast Thio Deponent Knows any Bungalows the Weavers
Selling any Premises to Venkadasa Moodelly Thio Deponent knows
that

Ordered by Court in Examining Witnesses and hearing of the Cause this 8th Day of May 1784

Jam. Taylor Reg.r

Venkadasa Moodelly was sworn in Profession of the Premises
and Replied Thio Deponent knows of Thio Selling Thumbo Pillai and Oliver
Nor does he Know so that the said William Oliver was in Possession
of them Thio Deponent saith he has before Answered all the Questions
that follow in this Interrogatory Nor has he any thing more to
say to this or the last Interrogatory

Sworn

T. Chase
Exd

Mayor's Court
Madraspatnam

Between William Oliver of Madras Inhabitant Thio Complainant and Ratnala Pettambo Naick Head Peduala Ragavalu and Sundy Cobramanga of the same place Inhabitants are the Defendants

On the Part of the Defendants

Deposition

of Witnesses taken on the Cause and Thio Examined on the Court as follows to

Govindoo Pillay Thio Deponent saith he is a Native Inhabitant of the Village of Kavaroy Aged fifty Years or thereabouts being produced as a Witness on the Part of the Defendants to was on the last Day of June One Thousand Seven Hundred and eighty eight Sequestered at the Office of Mr Stephen Popham Attorney for the Complainant by Burgess Servant to whom a Note of the Name Title and Place of Abode of the said Deponent and Service was on the same Day being Sworn and Examined Deponent as follows to

1st To the first Interrogatory Thio Deponent saith that he knows the Parties Complainant and Defendants in the Cause and has known them

Sworn

Name Abode Sworn for Mon the Hon Deponent saw William
Knowd Rahula Tillamber Nair Alias Rahula Pagganaber
Owner of the Defendants Shelter Mosque Interpreter Named and that
Knows him Seven Years or Upwards and that he knows
Sunday Seabra Mongaya the other Defendant the Silversmith
Interpreter Named and that he knows him for Upwards of Seven
Andrew Cowan Witness to the first Interrogatory

6th ---- To the Sixth Interrogatory this Deponent saith that he did by
= mainly well Understand & knows the Premises in the Bill mentioned
that the Complainant and the Defendants each of them
the Cuttah Revenues of the Washing Tank mentioned in the Bill
William Deponents said Allowances arising by the Selling of Toddy
do vary and that as he did in that Capacity for three Years and
that he did in that Capacity for Seven Years One Thousand Seven
hundred and Eighty two, One Thousand Seven hundred and
Eighty Nine and has continued ever since to the Present and that he
is Conversant by reason and his being so to keep the Register of the
Village Lands the Deponent said he is employed under the
Annual Lease by the Proprietors of the Village and that the Lands
= Lands of Soudavoor do apply to this Deponent respecting the
Sales of Ground and that they Inquire how much to draw out the Bill
of Sale this and to Register the Sales this Deponent said he had
Serious Conference with the Cadjan Sales Deed and knows
he did in the Meeting of the Examination and Inspection a Bill
of Sale from the Inhabitants of the said Village of Soudavoor
Certain pieces of Ground to Major Maule and he did declare the
Premises in Question to be Lawful Land Defendants and
Which Cadjan Sales this this Deponent's own Hand Writing &
that he knew it to be for the purposes therein expressed and by the
Inhabitants of the said Lands and that he this Deponent

Answered

Knowd the Lands Comprised by the said Village this Deponent
said he did know Various Inquiry Since August 1799 Inquiry
by Major Maule and Subscribed the said
Cadjan Bill of Sale this Deponent said he did know that
that they had a right to sell the said Premises this Deponent
said he saw Thomas Cotton Subscribe their Names to the said
Cadjan Bill of Sale Andrew this Deponent said he did to this
Sixth Interrogatory

7th ---- To the Seventh Interrogatory this Deponent said he did know that the
said Premises were formerly occupied by Madmen and that
in the Years of Our Lord One Thousand Seven hundred and Eighty
Eight Major Maule this Deponent said he did by an Order from the Governor
Hugwere dispossessed the same & by an Order from the Governor
and Council in Order to build a Battery on the Northward
and other Grounds about One hundred Yards from the Ground
Hugwere so dispossessed was given them and the Ground
Madmen Accepted of this Deponent said he did the Ground
so given them and that they had been dispossessed of
Belonged to the Village of Soudavoor the Inhabitants of
the Madmen and that they are now in possession of
this Deponent said he did the Ground Hugwere any thing of the
Madmen were formerly dwelling the Ground they had been
dispossessed of this Deponent said he did and that there
are any things about Hugwere but subscribing to the Premises
in Question and the Inhabitants of the Premises
Major Maule this Deponent said he did William Powers at
Winterbo Mr Schuls Mr Ford Andrew Cowan and Thomas
Swindle Interrogatory

8th ---- To the Eighth Interrogatory this Deponent said he did Major Maule

Ordered

Ordered at Mallabe Magistrate Ground belonging to the Inhabitants for the purpose of Watering the Gardens

This Deponent saith Answer to his Eight Interrogatory

To the 10th Interrogatory This Deponent saith he knows the Premises in Dispute Lies in this Cause and that they and all Lands and Habitations Encumbrances and Law Suits and of the Village of Tondavoor that the Lands of that Village under the Charge and Management of the Principal Inhabitants that the Inhabitants Hereof pay the Rights Customs and Usages that they think proper and that they sometimes do so that the Inhabitants of Tondavoor and Adjacent Inhabitants of Tondavoor Assembled Knows Mundally Naumbadi that Assembled Gathered Madawanna in September One Thousand Seven Hundred Eighty Three as follow Sellemaiguan Mondelly Gabaud Mondelly Verdagapilly Mondelly Vennadagandlay Mondelly and Others This Deponent saith he believes and recollects the Inhabitants of the said Village in the Year One Thousand Seven Hundred and Eighty Three but that the foregoing Seven Persons and a Part of the Seven This Deponent saith Enquiries found Inhabitants to dispose of any of the Lands of the said Village This Deponent saith that the Necessary and customary Forms Possessing Lands within the Village to have engrossed Bills Sale Shares from the Original Inhabitants and that Bills Grant or Bills of Sale should be drawn out and signed by the Village Monigar by This Deponent said Shares of the said Village and Madawanna This Deponent

Whose Attorney for the Complainant by Oath saith Deponent was
Noticed of the Name Title and Place of Abode of the said Deponent and also
on the said Day being Sworn and Examined Deponent further saith
to ——— To the first Interrogatory this Deponent saith that he doth know
William Oliver the Complainant in the Bill of this Interrogatory Named
and Knows him the said Complainant in the Bill of this Interrogatory
Named about three or four Months this Deponent saith he doth
know Ratnala Pettumboo Naick, Alias Ratnala Ragawah and
Sundy Soobramonya the Defendants in the Bill of this Interrogatory
Named and Knows them the said Defendants in the Bill
of this Interrogatory Named about Eight Years And answers to the
first Interrogatory

2d ——— To the Second Interrogatory this Deponent saith he did in the
Capacity of Head Dubash to Major George Mauleverer in the
Engineer in the Year One Thousand Seven hundred and Eighty Seven
One Thousand Seven hundred and Eighty One during the late War
and Invasion of Hyder Ally this Deponent saith that the said Major
George Maule did by Order of Government take Lease and Hire
houses Ground and Gardens from the Inhabitants in the Northward
of the Black Town Mill this Deponent saith he knows and does for the
Purpose of preventing the Enemy from harbouring and concealing themselves
in the Houses included in the said Ground this Deponent saith
saith that the Defendant Ratnala Ragawah Alias Ratnala Pettumboo
Naick the Defendant in the Bill of this Interrogatory Named did
at that time dispossessed of a Spot of Ground this Deponent saith
he does not know of a Mill being on that Ground this Deponent
saith he did and knows how many Cobs there was contained of this
Deponent saith he has looked at the Agreement exhibited No 1 this
dated and does believe it to be the Hand Writing of this Deponent
but this Deponent said he did not see the Execution of the said
Agreement this Deponent saith he knows the Spot of Ground Marked with the

the Letter A in the said exhibit No 1 in the Spot of Ground which
the said Defendant was dispossessed of this Deponent saith that
Major George Maule gave him an Order to purchase from the
Inhabitants of Saudewoor some Lots of Ground which Order this
Deponent said he executed and pursuant to the same the Inhabitants of
Aridaud Nicanty added Pagodas this Deponent said the Defendant
Willatha gave Inhabitants a Bill of Sale for
the said Ground this Deponent said that Major George Maule gave
to the Defendant the said two Spots of Ground in Lieu of the Ground
he the Defendant had been dispossessed of this Deponent said
that the two Spots of Ground so given to the said Ratnala Pettumboo
Naick Alias Ratnala Ragawah are the same as those specified and
in the said exhibit No 1 and Marked with the Letters B & C DES.
F this Deponent said that the Defendant Sundy Soobramonya did
upon that part of the Ground Marked with the Letter F the House
Plan but why this Deponent knows not and this Deponent said
he does not know the English Bill of Sale Marked with the Letter
A No 3 but this Deponent said he does know the Cadjan Bill
of Sale Marked A No 4 this Deponent said he knows this
Letter on Account of his having been employed and Instructed by
Deponent said he this Interrogatory to the Company and has been
the Chief Engineer but this Deponent said he was employed
in this Transaction in that Capacity between Major Maule and
the Defendants Naidoo and this Deponent said he did not
the Last Interrogatory

J. Chase
Cap

Mayor's Court at Madrasapatnam

Between William Oliver of Madras Inhabitant in the Complainant and Rachala Pettumboa Naick alias Rachala Raganada and Sundy Soobramanyan of the same Place Inhabitants and the Defendants

On the Part of the Defendants

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

Venkapa Naick an Husbandman Inhabitant of Saudavoor Aged thirty Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendants was on the Sixteenth Day of July One Thousand Seven hundred and Eighty Eight Signified at the Office of Mr Stephen Popham Examiner to this Court for the Complt by Quassy Servant who also left three Pagodas of the Name Fitle and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent saith that he doth know William Oliver the Complainant this Deponent saith that he doth know Rachala Pettumboa Naick alias Rachala Raganada and Sundy Soobramanyan the Defendants and have known them the said Defendants from their Infancy Rudmore the this Deponent saith Nothing to this first Interrogatory

11th To the Eleventh Interrogatory this Deponent saith that he knows the Premises in Dispute and that they are Situated in the Village of Saudavoor and that he is the Custom of that Village as well as the General Law and Custom in India that the Charge and Management of the Lands there of Right belong to the

Head Inhabitants of that Village who enjoy the Rights of Cultivation and Possess a Right to dispose of their Knowledge which they Now and Heretofore this Deponent saith that Pellenaigum Modelly Vidapah Modelly Soobramanya Modelly Rookin Soobramanya Modelly & c are the Head Inhabitants of Saudavoor and that Ouchawry Modelly with the Assistance and Aid of the foregoing Manuwer Head Inhabitants there of in the Year of Our Lord One Thousand Seven hundred and Eighty three this Deponent saith that Requires to be Principal Inhabitants and the Community to dispose of any Right or Privilege to the Land in Question and that it is Necessary for all those who dispose of Land in that Village to have a Grant and Bill of Sale from the Head Inhabitants Drawn out and Registered by the Village Community this Deponent saith that many Families of Washers of Cloth Reside in the said Village who have Portions of Land Allotted them for their Habitations this Deponent gives them the Right to build Thereon but not to dispose of the Land so they gain the Consent of the Head Inhabitants and the Community so to do this Deponent saith that he Never Knew of the said Washers were selling their Premises on Account of Requiring to Contribute much Cash and the Money of their having a Right to the Ground above stated but that Same Things ago by an Order of Major Maule the late Governor Mere dispossessed of their Premises and Ground and had other Ground Allotted them for the Purpose of Enlarging the Esplanade to the North of the Black Town Wall this Deponent still Occupy and Possess Rudmore this Deponent to this or the last Interrogatory

Pagoda fee Mark Venkapa Naick

J. Chase Exr

Mayor's Court at Madraspatnam

Between William Oliver of Madras Inhabitant the Complainant and Ratnala Pettumboo Naick Alias Ratnala Raganaly and Sundy Soobramanea of the same place Inhabitants are the Defendants

On the Part of the Defendants

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

Annagery Pandaram Aged Forty Years or there about being produced as a Witness in this Cause on the Part of the Defendants sworn and Sheweth that on the Sixth day of July One Thousand Seven Hundred and Eighty Eight Signified at the Office of Mr Stephen Lopez and who is Attorney for the Complt by a Summons Forward to Him before this Deponent and afterwards on the same day being Sworn and Examined Deposeth & Says

1st To the first Interrogatory this Deponent saith that he does not know William Oliver the Complainant this Deponent saith he does know Ratnala Pettumboo Naick Alias Ratnala Raganaly One of the Defendants and has so known him the said Defendant four or five Years but this Deponent saith he does not know Sundy Soobramanea the other Defendant in this Cause And answers with to this first Interrogatory

10th To the tenth Interrogatory this Deponent saith he does know that the Premises in dispute are Situated at the Village of Pandavoor and that all that Particular Village as well as according to the Laws and Customs of Inhabitants usual for the Lands of the Village to be in Charge of the Principal Inhabitants and that they have the Right of Collecting and if they think Proper they may dispose of and Right this Deponent

Deponent saith the Soobramanea and Moody Pellanaiguem Moodelly Chinna Tagueby Moodelly Pongay Moodelly Nellana Moodelly Pachayapa Moodelly Tyragayja Moodelly Ramagum Moodelly Ponnachellum Moodelly Tyragayja Moodelly Renarellu Inhabitants of Pandavoor and that the Number of Inhabitants One Thousand Seven Hundred and Eighty three Pellanaiguem Moodelly Vendagayja Moodelly & Seven Inhabitants of this Village This Deponent does not know about Ten Inhabitants constitute the Number of the Principal People of the Village and that it Requires that Persons all Possessions and Dispose of the Lands of the Village and that on their disposing of any the Ground they should Grant a Bill of Sale thereof which According to Custom should be drawn out and Signed by the Village Consisting of Five Deponent saith that they are many Families of Washermen who reside in the said Village and who have certain Portions of Ground allotted them for their use but the Land is generally given them Rent Free but they pay a Rent for the Ground Deponent saith that the Washermen had also Ground allotted them for their Use but the Land is generally given them Rent Free but they pay a Rent for the Ground Deponent saith that the Washermen had also Ground allotted them for their Use but the Land is generally given them Rent Free but they pay a Rent for the Ground

Mayors Court
Madraspatnam

Between William Oliver of Madras Inhabitant in the Complainant and Ratiah Pettumboo Naick, Ulloor Ratiah Pagaudy and Sundy Loobramanny as the same Place Inhabitants and the Defendants

On the Part of the Defendants

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

Comarapah Moodelly an Inhabitant of Peramboor Aged fifty five Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendants and the Oath in the 10th Day of June One Thousand Seven hundred and eighty eight Signified at the Office of Mr. Stephen Popham who is Attorney for the Complainant by reason of any Servants who do not understand a Note of the Name Title and Place of Abode of the said Defendants and after Reading Sworn and Examined Deposeth as follows viz.t

1st to the first Interrogatory this Deponent saith that he doth know William Oliver the Complainant in the Title of this Cause named this Deponent saith he doth know Ratiah Pettumboo Naick Ulloor Ratiah Pagaudy and Sundy Loobramanny the Defendants in the Title of this Cause named and has known them the said Defendants in the Title of this Interrogatory named these Seven Years or thereabouts and knows the Situs

2d to the second Interrogatory this Deponent saith that to the first Interrogatory he hath nothing to depose more than is in the said first Interrogatory mentioned but this Deponent saith he doth know the Premises in Question in this Cause this Deponent saith they are situated in the Village of Landavoor this Deponent saith that in the Custom Books and of the Village of Landavoor that the Lands of the Village and the Charge and Management of the Inhabitants and that they

they have the Right and Knowledge of Cultivation and that the Inhabitants Farmers have a Right to Pay Rice Dyavanam and the Moyda Sauvenums Coyne Rent of this Dyavanam and the Inhabitants and Moodelly Pungle and that the principal Inhabitants of that Village and Eighteen Hundred and eighty Nine were Pallewaigunum Moodelly Soobramanny a Moodelly Vencadapilly Moodelly Anada Moodelly and others and that the total Number of Houses in the Pungle and that four of them are Mussalmen Houses of any Right or Privilege to the Lands of the Village this Deponent said Inhabitants Necessary Customary for persons going to sow Lands within the said Village to have a grand or Bill of Sale thereof from the Principal Inhabitants and that it should be drawn out by the Village Conjoyly this Deponents saith the Moodelly Merchant Inhabitants said Village that they consist of different Castes and Tongues Tamul Gentoo Castes and Malabar Cast and that they have certain Portions of Ground allotted them for their Use and that this said Allotments gives the Washermen the Right of Cleansing there Cloaths Right to Ulloor Dyavanam this Deponent said the Inhabitants Washing about the Premises and being asked to Confirm and Vencadasha Moodelly year of William Oliver Enquiry of Inhabitants Ulloor Dyavanam said the Washermen and Barbers Houses and were Assigned by the Inhabitants and that they have Right to Land and that they have certain Portions of Ground allotted them for their Use and that this said Allotments gives the Washermen the Right of Cleansing there Cloaths Right to Ulloor Dyavanam this Deponent

Interrogatory
for Chase
Esqr.

Mayor's Court
Madrass

Between William Oliver of Madras
Inhabitant in the Complainant and
Ratnala Pellumboo. Saick, Alias Ratnala
and Sundry Sobramanyas of the same
Place Inhabitants are the Defendants

On the Part of the Defendants

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

Seemandry Moodelly an Inhabitant of Pranbaur Aged forty Eight
Years or there about being Produced as a Witness in this Cause On the Part of the
Defendants was on the Eighteenth Day of June One Thousand Seven hundred
and Eighty Eight Examined at the Office of Mr Stephen Popham one of
Attorney for the Complainant by Question[illegible] Interpreter who also Affirmed
after the same Manner and Place of Abode of the said Deponent and after due
notice to the same Day being Sworn and Examined Deposeth as follows viz.t

1st To the first Interrogatory this Deponent saith that he doth
know William Oliver the Complainant but the Title of the other
Named in this Deponent saith he doth know Ratnala Pellumboo
Saick, Alias Ratnala Ragana Inhabitant Sundry Sobramanyas the
Defendants in the Title of the Interrogatory Named and has known
them the said Defendants in the Title of the Interrogatory Named three
four or five Years And answers to the 2d Deponent Saith as to this
first Interrogatory

2d To the second Interrogatory this Deponent saith he doth know the
Premises

Premises in this said Title of this Cause this Deponent saith the Village
Situated in the Village of Pandavoor this Deponent saith the Title
Custom of Pandava and of the Village of Pandavoor that the Lands
of the Village are under the Charge and Management of the Prin-
cipal Inhabitants and that they have the Right and proper Pro-
perty of Cultivation and that the Inhabitants have a Right to dispose
of such Right this Deponent saith they do sometimes dispose
thereof this Deponent saith the Inhabitants are Modelly people
and that the principal Inhabitants of the Village do pay
One Thousand Seven hundred and Eighty three Pollams and
Modelly, Sobramanya Modelly Pinca Tapa Modelly,
Arata Modelly and others, and that the Total Number
there is Ten people and that four of them are necessary to
dispose of any Right or Property belonging to the Village this
Deponent saith that is the Necessary and Customary form
Deponent saith that the said Village do have a grand or Bills
Possessing Lands within the said Village do have and Tanks and
of Salt there of from the principal Inhabitants and that
be drowned by the Village Cavicoply this Deponent saith
Sundry Washermen about the said Village that they consist of
different Castings general Terms Gentoo Castas and Malabar Cast
And that they have certain portions of Ground allotted them for
their Use and that the said Allotments give the Washermen
the Right of residing thereon but no Right to sell or dispose thereof
this Deponent saith the Houses are standing about the ground
ever being sold to Cottongaubum Nevada the Head Man of
William Oliver being in possession thereof this Deponent saith
Wherein he shall Manage or be managed by Name he knows not for
dispossessed of the Premises and dispute that Order for said Use
Explanade to the Northward of the Bank Sircar Wall and that they
Were dispossessed there of by the Honble Company this Deponent
saith

Said that the time they were so dispossessed the said Premises
Were built upon this Deponent said that they had other Grounds
Allotted them for that they had been dispossessed of which were
Allotted to them by the Company and that they now possess
the Ground which was so allotted to them And more said
Not to this or the last Interrogatory

J. Chase
Ext.

Mayors Court
Madrasapatnam

Between William Oliver of Madras
Inhabitants the Complainant and
Ratnala Pillumboo Naick Alias Ratnala
Ragunaband Chundy Soobramonya
Inhabitants are the Defendants

On the Part of the Defendants

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

Venkyah a Dubash and Inhabitant of Madras Aged Twenty five Years
Witness abouts being produced as a Witness in the Cause on the Part of the Defendants
Maketh Oath the twenty third day of June One Thousand Seven Hundred and Eighty
Eight Inquisited at the Office of Mr. Stephen Popham one of his Attorneys for
Complainant by and of Jury Servants who also left in a Note of the Name
and place of Abode of the said Deponent and after the same
being Sworn and Examined Deposeth as follows viz.

1st ---------- To the first Interrogatory this Deponent said he did not
know William Oliver the Complainant the Title of this Interrogatory
this Deponent said he did know Ratnala Pillumboo
Alias Ratnala Raganala and Chundy Soobramonya
Defendants in the Bill of this Interrogatory Named and that

knows them the said Defendants to this Deponent said not
To this first Interrogatory

To the Second Interrogatory this Deponent said he did know the Premises
10th ---------- To the Second Interrogatory this Deponent said he did know the Complainant and the Defendants this
Not Had at the time and ever since between the Complainant and the Defendants this
hearing of this Deponent said the said Premises are situated in the Village of
Cause Taylor Tondeworum this Deponent said he did so the Laws Customs of India
James Taylor Esqr and of the Village of Tondeworum Had the Lands of the Village
are under the Charge and Management of the Principal
Inhabitants this Deponent said the Head Inhabitants have
the Right of Cultivation of the Lands of the said Village this
Deponent said they have no Right to dispose of the Right this
Deponent said they do sometimes exchange the Right this
Deponent said the Head Inhabitants Moodelly Veeraga Moodelly
Deponent said the Head Inhabitants Moodelly Venkatapathy Moodelly Soobraya
Soobramonya Moodelly Venkatapathy Moodelly Soobraya
Moodelly Joyga Moodelly Condapah Moodelly and others
are the Head Inhabitants of the said Village this Deponent
said the Head Inhabitants in the Year One thousand
Seven hundred and Eighty three this Deponent said all the
Principal Inhabitants are Necessary to sell or dispose of the
Lands of the Village this Deponent said the Inhabitants
and Necessary for persons possessing Land in the Village
To have a Grant or Bill of Sale thereof from the Principal
Inhabitants drawn out and Registered by the Cumcopy of the
Village this Deponent said they Mustiny Samalaiah
Cast Malabar Cast and Gentoo Cast this Deponent said they
have certain portions of Land Allotted them for their
Habitations and Use this Deponent said the Mustiny
Merchants possessed of the Premises in this Cause by Order of the

Company

Company thus Deponent said they were built upon their
Deponents said Lands and Gardens all the
time for which they were disposessed of which they now
possess And more the said Brothers or the last Interrog
saith not
F. Clase
Exd

Mayor's Court
Madrasapatnam } Between William Oliver of Madras
Inhabitant in the Company's said Black
Pettambon Naick Alias Rabiala Pagoyah
and Sundy Sorbramonya of the same place
Inhabitants and the Defendants
On their Part & the Defendants

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

Veerapoen a Pariah Inhabitant of Saudavoor aged fifty Years a Witness
being produced & sworn & examined in this Cause On the Part of the Defendants was
sworn this Day of June One Thousand Seven hundred and eighty eight Signified
at the Office of Mr Stylman Deplanche their Attorney for the Company Deponent saith
Servants who also speak the Malabar Tongue & Black and Places of Abode of the
Deponent and do assist as Interpreters on their Part Deponent saith
Deponent thus followeth viz

1st ---------- To the first Interrogatory this Deponent said he did not
know William Oliver the Complainant in the Title of this Interrogatory Nam
This Deponent said he did know Rabiala Pettambon Naick
Alias Rabiala Pagoyah and Sundy Sorbramonya the Defendants
in the Title of this Interrogatory Named and have known them the
said Defendants in the Title of these Interrogatories Named these
four or five Years And Cannot say this Deponent said to the first

1st Interrogatory
To the 2nd Interrogatory this Deponent said he does know the
Premises in the Pagoda and Black Town and situated in the
Deponents Knowledge this Deponent said he is by the Laws and Customs
of Indostan and of the Village of Saudavoor for the Lands of the Village
to be under the Charge of the Head Inhabitants and that they have
the Right of Cultivation this Deponent said he believes Inhabitants
have a Right to dispose of such Right this Deponent said he knows the same
from doing this Deponent said that Pillamaigaum Moodelly
Soobramanneya Moodelly Verdapah Moodelly Sawmy Moodelly
Venkatapully Moodelly &c are the principal Inhabitants of the
said Village of Saudavoor and that Pillamaigaum Moodelly Soobra-
-manneya Moodelly Sawmy Moodelly were some of the Head Inhabitants
of the said Village and that Year One Thousand Seven hundred and
Eighty three this Deponent said he believes or five Head Inhabitants
of that Village this Deponent said he knows any of the Lands of the said Village and
are Inquired how or by Degrees of any of the Lands of the said Village
This Deponent said he believes no person possessing Lands in that Village
should have a Grant or Bills of Sale thereof from the Head Inhabitants
and which should according to Custom be registered by the Gramam
or Village Curnegaly this Deponent said he knows many Families of
Washermen Natives and Inhabitants of the said Village that they are of
different Castes this Deponent said he believes Washermen to be
and the Gentoo Caste this Deponent said he knows Washermen to be
certain portions of Lands allotted them for their Use this Depo-
-nent said he believes and the Washermen pay no Rent
the Right of Residing Thereon but to Gramam for the Privilege
this Deponent said he believes and knows many of the Washermen
ever selling the Premises and Inquires to Cost Pagoda Rent whatever
Moodelly Man of the Village the same to Mr Oliver the Complt

in the Title of these Interrogatories Named this Deponent saith that
the Mashermin was about Twelve Number of Miles Named
Rodd Rice possessed of the said Premises by a major Maule by Order of
the Company this Deponent saith the said Premises were built upon
this Deponent saith the other Grounds was Allotted to the Mashermen
by the Company for those Grounds they had been Rice possessed of this
Deponent saith they have been Occupy and possess the Grounds as Allotted
them and More this Deponent saith Need to Give or the last Interr

J. Chase
Extr.

To the first Interrogatory this Deponent saith that he does know
William Oliver the Complainant and the Title of these Interrogs named
and does so Knows him the said Complt and the Title of these Interrogs
named for the space of Three or four Months this Deponent saith
he does know Ratnala Pettumboo Naick, Alias Ratnala Raganah
One of the Defendants in the Title of these Interrogatories Named
and does so Knows him the said Defendant in the Title of these
Interrogs Named for the space of Eleven or twelve Years this Deponent
saith he does know Sundry Looboramanty the other Defendants
the Title of these Interrogs Named and does so Knows him the said
Defendant in the Title of these Interrogs Named for the space of
two Months And Answers said Deed to this first Interrogatory

6th

To the Eleventh Interrogatory this Deponent saith he is a Malabar
Interpreter to the Honble the Mayors Court at Madras this Deponent
saith he has looked at the Cadjan Writing shewn to him at the time
of this Examination purporting to be a Bill of Sale in the Malabar
Language and Usage that all the Writings and Conveyances of Lands
Tenements in the English Language Marked A. Offers a Literal
Construction Literally but Requires most and Necessary for the Same
and therefore this Deponent does not a true Translation of the said Cadjan
Written in the Malabar Language And Answers this Deponent
said Deed to this Eleventh and last Interrogatory

Ranganaden

J. Chase
Extr.

Mayors Court
Madras Jurisdiction

Between William Oliver of Madras
Inhabitant in the Company Land and
Ratnala Pettumboo Naick, Alias
Ratnala Raganah and Sundry Looba-
rumanya of the same Place Inhabitants
are the Defendants

On the Part of the Defendants

Depositions of Witnesses taken in the Cause by and before
the Examiners in the Court as follows Viz

Ranganaden Moodelly an Inhabitant of Madras and Interpreter
to the Honble the Mayors Court Aged Fifty by Fifty Years or Thereabouts being
Produced as a Witness in the Cause on the part of the Defendants was on the
Thirty first Day of June One Thousand Seven Hundred and Eighty Eight Sworn
at the Office of Mr Stephen Popham one of his Attorneys for the Complt by and upon
Oath and Solemn Affirmation According to the Manner Rites and Ceremonies
of the Gentoo Religion and Deponent and Affirms and Says the same Day being Sworn and Examined
Deponeth as follows Viz

6th

Additional Interrogatories

to be Administered to such Witnesses as shall be produced & sworn and Examined in a certain Cause now Depending and Judicially before the Worshipful the Mayors Court at Madrasapatnam Wherein William Bluet of Madras Inhabitant is Plaintiff and Ratnal Pettumboo Naick alias Ratnal Ragunada and Sundry Inhabitants of the same place Inhabitants are Defendants

On the Part and Behalf of the Defendants

To George Maule Major of Engineers } 1st Do You know the Parties Complainant and Defendants in the Title of these Interrogatories Named If You know or have Reason to Know any Thing or Circumstance either and which of them Declare

To Ditto 2d Was You or was You Employed Chief Engineer or Officer Commanding the Engineer Corps in the Service of the United Company of Merchants of England trading to the East Indies at Fort St George in the Year of Our Lord One Thousand Seven Hundred and Eighty and One Thousand Seven Hundred and Eighty One Was Hear or was there not Warr in the Carnatick and Territories of the said Company during the said Year One Thousand Seven Hundred and Eighty and One Thousand Seven Hundred and Eighty One And after

Did or did not the President and Council of Fort St George aforesaid in the aforesaid Year One Thousand Seven Hundred and Eighty or One Thousand Seven Hundred and Eighty One and what Order for the Levelling and Clearing of any and what extent of Houses and Garden Ground at the Northside of the Black Town Within the Village of Pandavoor or where Was or was not such Order issued by the said President and Council by Reason of the then War or for any other and what Cause and Reason Was or was not the said Order for the Levelling and Clearing the said extent of House and Gardens Ground at the Northside of the Black Town aforesaid directed to You or to whom And under what Circumstances And Whether the Inhabitants and Owners of Houses and of Garden Ground were or were not Ordered to leave any and what other Ground and when & Why Ordered? Was or were not Sundry Inhabitants of Houses and Gardens and Owners of Garden Ground Dispossessed of the said Houses and Gardens Ground in Consequence of the said Order?

Was or was not the Defendant Ratnal Pettumboo Naick alias Ratnal Ragunada in that Occasion Dispossessed of a certain Garden Ground at the Northward of the Black Town aforesaid And Whether the said Ground was or was not Levelled and Cleared as aforesaid or ordered to be Levelled and Cleared as aforesaid

Do You know or Remember what the said Ground was or Was Planted with Trees and otherwise Cultivated And When Was or was not a Tank or Wells or Bell or either and Which of them Within the said Ground

Were or were not Sundry Washermen Dispossessed of their Houses at the Tank aforesaid and out of the said Ground Ordered to be Levelled and Cleared? If so did or did not You or any and what Person by Your Order or Direction Assist in Levelling the said Washermens Houses and Ground and Where of the Rubbish Was or was not the same Carried away and Where Was or was not the said Ground Levelled and Cleared

to the undivided lieu of the Grounds whereof they were dispossessed.
And whether was the said Ground detained And how claimed by
the Same belong?

Did You or did You not give Order or permission for the Said
Ground unto the Defendant Rafael Pellumbos Naick alias
Rafael Ragana to for the purpose of Making a Garden there
in lieu of the Garden Ground Where of he was in the manner
aforesaid dispossessed? Or Was it Neither the said Ground Your
Order to the said Rafael Pellumbos Naick Alias Rafael Ra-
gana to or was or was not a part of the Ground built upon by the said
Washermen? and whether Houses were erected as aforesaid and
Whether the Same was given to the said Rafael Pellumbos Naick
Alias Rafael Ragana to for the purpose of building thereupon
or for the purpose of digging and cultivating the Same as a Gard
and Whether the said Rafael Pellumbos Naick Alias Raf
Ragana to would be Allowed or permitted to build thereon

Did You or did You not cause a Bill to be drawn and the said Ground
to Allotted and given to the said Rafael Pellumbos Naick
Alias Rafael Ragana to and whether the Same was in lieu
the Old or the Ground the former Ground was dispossessed of or for
and for what Cause and Reason? Declare the same as You
Shall and know and remember

To Ditto ... 3rd ... Did You know at the time that the said Washermens
so dispossessed of their said Houses, that the Ground whereon the
Houses which were taken down as aforesaid were built was the
Property of the said Washermen or of the Inhabitants of Soudavoor
Whether did or did not the said Inhabitants of Soudavoor for
the said Washermen with the Ground Now given and Allotted to
them in lieu of the Ground whereof they were dispossessed as afore
And Whether they ... any and what Consideration for the same

To Ditto ... 4th ... Look at the Paper Writing now shewn to You at the
time of Your Examination purporting to be a Translation of
a Bill of Sale Marked A. from the Inhabitants of Soudavoor
to You of two pieces of Ground within the Limits of Soudavoor
aforesaid Did You or did You not purchase the same from the
said Inhabitants? And whether the said and writing thereto
annexed is or is not the Original Bill of Sale by them or the
said pieces of Ground to You so sold and whether You did or did
Not Sign and make over the said Bill of Sale and Agreement
aforesaid Inscribed unto the said Rafael Pellumbos Naick
Alias Rafael Ragana to? And whether the Words and Inhabitants
of the said English Translation Marked A beginning with the
Words I do hereby certify and ending with the Grounds are or are not of
Your own proper hand Writing and whether the Sea. Mark
thereto Subscribed is or is not of Your own proper hand Writing
and whether the Same was or was not read over and Subscribed
by You for the purpose of assigning over and disposing Your Pro-
perty in the said pieces of Ground to the said Rafael Pellumbos
Naick Alias Rafael Ragana to? declare the same You
do know and believe?

To

To Ditto 5th Do You know of any other Matter or Thing or have You heard or can You depose for or any Thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the Defendants or any of them Declare the same as You know have heard or do believe Together with the Reasons of your Belief as fully and particularly as if You had been thereunto particularly Interrogated

Wm Dupuy
Atty for Defendants

1st To the first Interrogatory this Deponent saith He has the best of knowledge of the Complainant this Deponent saith He has the knowledge of the Defendants and has seen Rutinda Ragavalu Ragavalu one of the Defendants and has known him Eight or Nine Years this Deponent saith He has the knowledge of the other Defendant Accorro but has seen Cundy Coobramuney a Witness to this first Interrogatory Nor knows or has heard to this first Interrogatory

2d To the second Interrogatory this Deponent saith He has been Chief Engineer in the Service of the East India Company at Fort St. George in the Years One Thousand Seven hundred and Eighty One One Thousand Seven hundred and Eighty two One Thousand Seven hundred and Eighty three and after that time a Major in the Carnatick and Territories thereunto and after thereunto a Major in the Carnatick and Territories of the said Company and by Virtue of his Office as Chief Engineer and President and Council of Fort St. George in the aforesaid Years One Thousand Seven hundred and Eighty and One Thousand Seven hundred and Eighty One did issue Orders for levelling and clearing a certain Piece of Ground Houses and Garden Grounds to the Northward of the Black Town Walling the Village of Tondavara this Deponent saith He has the Marks of the Limits and the Bounds of the said Piece of Ground Out Houses and Buildings within the said Ground and all Houses and Buildings of the said Black Town Walls Choultries and Pagodas except certain Houses and Pagodas to afford Cover to the Inhabitants which could not be removed this Deponent does not recollect that any Houses Gardens or Ground had been levelled and cleared to Moore House Square and Gardens but that Orders for the same were given by Virtue of the aforesaid Order of the President and Council this Deponent has been informed and has heard that Rutinda Ragavalu had Ground Rent to pay for his Houses and Ground but in what Manner this Deponent knows not and has heard and believes that Major Thomas Ground Rent this Deponent has been informed that Major Thomas

Mayor's Court
Madraspatanam
Between Widow Joseph Oliver of Madras Inhabitant to the Complainant and Rutinda Pellumbee Nauck Alias Rutinda Ragavalu and Cundy Coobramuney of the same Place Inhabitants to the Defendants
On the Part of the Defendants

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

George Maule Esq. a Major in the Honble East India Company's Service at Fort St. George aged Sixty four Years or thereabouts being produced a Witness for and in this Cause on the Part of the Defendants sworn on the Holy Evangelists the Day of August One Thousand Seven hundred and Eighty Eight deposeth at the Office of Mr. Stephen Popham in the Absence of the Attorney for the Complainant by Agreement of any Servants to whom also left Notice of the Time and Place of Meeting the said Deponent and afterwards on the same Day being sworn and examined Deposeth as follows viz.

Used to Wash Cloths in the Tanks and dry them on the Gro
Adjaining, but that they were dispossessed of houses &c. wh
were then sole property he cannot pretend to say, as he is Cons
they have been Guilty of great Robbery of Ground in the Roun
in Question and that at this very time the Company suffer
Loss there from. they had grounds given them further Ter
from the Black Town Wall than where they washed pre
to the Orders which were so issued by the President and Coun
but only for the purpose of washing and drying their Cloth
Not as Lands they could look on or imagine to be their prop
This Deponent saith the Ground in Question might have
been built upon and used by the Washermen but he believ
of Right belonged to the Inhabitants of Tandavore that the
Ground which was given to Ratnala Raganah was for the
purpose of coltivating it as a garden but he does not believ
he would be permitted to build thereon. This Deponent be
he did cause a Well to be dug on the said Ground Allotted to
Ratnala Raganah. And more saith not to this second Inter

3. To the third Interry this Deponent saith the Ground on which
Houses were levelled was the Precisely of the Inhabitants of
Tandavore and not of the Washermen nor can he preci
say that the said Inhabitants did furnish the Ground the
Washermen were permitted to wash and dry their Clo
on. And more saith not to this third Interrogatory

4th To the fourth Interry this Deponent saith he has looked at
Paper Exhibit Marked with the Letter A purporting to be
Translation of a Bill of Sale from the Inhabitants of Tandavo
to himself of two pieces of Ground within the Limits of
Tandavore

Tandavore which he purchased from the Inhabitants,
but he does not know that the Cadjan writing Annexed is
the Original Bill of Sale of those two pieces of Ground this
Deponent saith that the words in the said Translation
Marked A beginning with "I do hereby certify and
ending with "Grounds" Are of his own proper hand Wri
ting and that the signature Geo: Maule thereto Subscribed
is Likewise of his own proper hand writing and that
the Same was wrote by him for the purpose of Making over
to Ratnala Raganah his property in the Premises. And
More saith not to this fourth Interrogatory

5th To the fifth Interrogatory this Deponent saith that as far
as his Judgement has uniformly gone in this Business
from beginning to end he believes that the Washermen
have no property in the Ground whatever and that as he has
before observed they have taken possession in most Cases of
Grounds and lands which never did belong to them and
More this Deponent saith not to this fifth and Last
Interrogatory

Geo: Maule

T. Chase
Exr

Folios 13. 5 Df.
31/10/92.

Mayor's Court
Madraspatnam } Friday the 23d Day of May
Anno Domini 1788

Present

L.S.

William Webb Esquire Mayor
James Call — Edward Gannon
Vincent Corbett — Josias Du Pre Pacheco
Andrew Ross and James Landon
Aldermen

Between William Oliver of Madraspatnam aforesaid Inhabitant and Copartner and Natural Attorney of Hugh Boyd and Sundry Inhabitants of Madraspatnam aforesaid Inhabitants Defendants

This Cause coming on to be heard and debated this day in the Presence of the Attorney and Counsel of the Complainants & Defendants Bill of Complaint Defendants Plea Complainants Demurrer to the Defendants Plea Warrant of Attorney to prosecute the Amended Bill and Separate Answer with the Copies of two Exhibits and two Maps annexed the Amended Replication with the Copies of two Orders annexed the Joint and Separate Interrogatories under the Interrogatories and Depositions on the part of the Complainant with Three Exhibits Marked A B & A B and the Interrogatories and Depositions on the part of the Defendant with Six Exhibits Marked No 1. No 2 with Cadjan Marked No 1 & A No 3 & A No 3 annexed On Hearing

Filed 28th Febry 1789

Hearing the Pleadings and Arguments made thereby the Attorneys and Counsel on both Sides Touching this Cause Considered Took the same under Consideration This Court doth Think fit to Order and Decree and doth Order accordingly Order and Decree that the Complainants Bill be and Stand Dismissed with Costs —

Mr

To the Honble the Mayor's Court of Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Inhabitant of Madraspatnam aforesaid That Peter Dayrell of Fort St. George Merchant stands justly and truely indebted unto Your Orator in the Sum and Value of Two Hundred and Sixty seven 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 Ninety Pounds and Sixteen Shillings as will more fully and at large Appear by the Copies of a Mortgage Agreement and Account Current hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint and Your Orator further Sheweth unto this Honble Court that he hath frequently and duly and Amicable Manner Required Payment from the said Peter Dayrell of the Sum of Two Hundred and Sixty seven Star Pagodas

But now so it is Mayr Honble Sirs this

Madras 5th September 1788

This is to Certify that pursuant to a Bond given to Peter Dayne Obstinately and Willfully refusing to pay the Sum ordered to be given Your Orator and Manner of Satisfaction touching the premises in Your Orators Bill Therefore prays a General Relief and that he this Honble Court shall Appear Agreable to Equity and good Conscience To the End Therefore that the said Peter Dayne may pay unto Your Orator all Costs of Suit True Direct and punctual 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 severally Repeated and particularly Interrogated What shall be by Decreed to pay unto Your Orator the aforesaid Sum of Five Hundred and Sixty Seven Star Pagodas with all Such Interest as aforesaid Costs of Suit

Prays Pleas Whereupon this Honble Court to Cause the said Peter Dayne to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras aforesaid and his Deputy to be Personally Served and Appear before this Honble Court to be Holden and Held at the Court House in Fort St George aforesaid on Thursday the Day of Instant to Answer the Premises and Abide by such Order and Decree therein as to this Honble Court shall seem meet

Chas Ingles

Filed Bill was sworn to and the Subpoena Issued Returnable Next Court Day

W. Hamilton Mayor

Madras 5th September 1788

This is to Certify that pursuant to a Bond given to Peter Dayne Obstinately and Willfully refusing to pay the Sum ordered to be given Your Orator and Manner of Satisfaction touching the premises in Your Orators Bill Therefore prays a General Relief and that he this Honble Court shall Appear Agreable to Equity and good Conscience To the End Therefore that the said Peter Dayne may pay unto Your Orator all Costs of Suit True Direct and punctual 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 severally Repeated and particularly Interrogated What shall be by Decreed to pay unto Your Orator the aforesaid Sum of Five Hundred and Sixty Seven Star Pagodas with all Such Interest as aforesaid Costs of Suit

Therefore prays a General Relief and that he this Honble Court shall Appear Agreable to Equity and good Conscience To the End Therefore that the said Peter Dayne may pay unto Your Orator all Costs of Suit True Direct and punctual 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 severally Repeated and particularly Interrogated What shall be by Decreed to pay unto Your Orator the aforesaid Sum of Five Hundred and Sixty Seven Star Pagodas with all Such Interest as aforesaid Costs of Suit

Subscribed to me Clerk of this Court

Chas Ingles

Filed Bill was sworn to and the Subpoena Issued Returnable Next Court Day

W. Hamilton Mayor

Mayor's Court
Madrasapatnam

Tuesday the 12th day of May
Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor
Andrew Ross and James London
Aldermen

Mayor's Court

Between Vencadaly
Pellay of Madras Inhabitant
Complainant and Peter Dove
Lieut and George Marchand
Defendant

It Appearing by the Records of this
that the Usual Rules have issued for the Defendant to Ans
the Complainants Bill which he has Neglected doing
This Court doth therefore think fit to Order and Decree
doth Accordingly Order and Decree that the Defendant sha
Pay unto the Complainant the Sum and Just Sum of Two
Hundred and Sixty Seven Pagodas Pagodas 267 " Fage
with all Costs Suits and Damages that shall Hereafter become
thereon until Full Payment is made Also all Costs of this

Clerk

To The Honble the Mayor
Court of Madrasapatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Coallah Raugavah Chitty of Madras Inhabi
tant that Sobaroyadoo and Rammasawmy of the same place Inhabi
tants are Indebted unto Your Orator in the Sum and Just Sum of
Seven Hundred and Thirty Two Pagodas Thirty Nine Fanams and Thirty
Cash Current Money of Madras Making and Sterling Money of Great
Britain at the Rate of Eight Shillings to every Pagoda the Sum of
Two hundred and Nineteen Pounds and Three Shillings or thereabouts
as will More fully and at Large Appear by Copy of an Account Current
and also by Copy of the Translation of Mortgage Bond thereunto annexed
and Prayed to be Admitted as Part of this Your Bill of Complaint the
Originals whereof being in Your Orators Possession and Ready to be
produced when Required Jointly and Severally and Separately given and Granted
unto Your Orator by the said Sobaroyadoo and Rammasawmy bearing Date
the Twenty Fifth day of January which was in the Year of Our Lord One Thou
sand Seven Hundred and Eighty Seven payable Six Months after
the Date thereof with Interest at the Rate of Fourteen per Centum per Annum
and Your Orator Hath Been Often Desired by the said Sobaroyadoo and Rammasawmy to Give Credit and Time for
Should Not Discharge the Same Therefore and Specified for the Payment Thereof
But Your Orator Hath Been and Still Is Unable to Give Such Credit and Time for
this Honble Court by their Order and Decree Ought to Direct
Accordingly the Said Sobaroyadoo and Rammasawmy Your Orator is Still Ready to Come
Notes and Bond for the Payment of the Sum aforesaid According to the Direction of this Honble Court
According to the Meaning Intent and Effect of the Said Mortgage

Clerk

Courtesy in force respecting the promotion of suits between the Ds of Madras in the Honble the Mayors Court and the Heirs of Ratoo Frequently and in an Amicable manner requested payment of the Sum of Five hundred and thirty two Pagodas thirty Nine fanams thirty Cash from the said Loobaroyadoo and Raumasawmy

Put now suits Mayor's please the Honble Court Loobaroyadoo and Raumasawmy Obtained by and in full to force the Same or to give Your Orator any manner of Satisfaction touching the Your Orator therefore prays a General Relief such as to the Honble Court Appear agreeable to Equity and good Conscience To the End Therefore said Loobaroyadoo and Raumasawmy may upon their Corporal Oath true Direct and perfect Answer make to all and Singular the Matters Things herein before Lefort and All Legal Proofs Truly and Effectually Interrogated and that they may be Decreed to pay unto Your Orator the Sum of Five hundred and thirty two Pagodas thirty Nine fanams and Costs of Suit Lefort and Cost of Suit Lefort and Cost of Suit

Mayor's please the Honble Court to Cause the said Loobaroyadoo and Raumasawmy to be summoned and Required by the Sheriff of George Town of Madras Vatwan and the Districts thereof personally to Appear before the Honble Court at a Certain Time and place to be by the Court prefixed and Appointed then and there to Answer the Premises Pillo Complaint and Perhaps to Stand to and Abide by such Orders Decree therein as to this Honble Court shall Seem Meet

9th May 1789

This Bill was Sworn to in the Mayor of Madras Government Hon Dr Pitt Esq Chief Justice and Mr Cowan Esq Court day

Mr Webb
Mayor's

Dr Loobaroyadoo and Raumasawmy in Account Current with Callah Raugavah Chitty — Cr

1787 June	25th	To the Amount Principal of Your joint Mortgage Bond to me of this date payable in Six Months at the Rate of 12 ₱ Cent ₱ Annum	500	"	"	1789 April	30th	By Cash Received at different times on Account of Interest	77	43	10
		To Interest on Do from 25th June 1787 to 30th April 1789 is 1 Yr 10 mo 5 at 12 ₱ Cent ₱ Annum	110	37	40			By Balance due	532	39	30
		Pagodas	610	37	40			Pagodas	610	37	40

Madras 30th April 1789
Errors Excepted
Callah Raugavah Chitty

A true Copy
Hy Du Puy
Atty Compt

Translation of a Mortgage Bond Dated the 26th Attorney of Navenga Yan
the 25th June 1787

Mayor's Court
Madras Fortum

Tuesday the 19th Day of May
Anno Domini 1789

Present

Lt.

William Medd Esquire Mayor
Edward Garrow — Andrew Ross
and James London — Aldermen

Between Gollah Bungaroo
Chitty of Madras Inhabitant Merchant
Timmah and Soobarayadoo and
Runnacawmy of the same place
Inhabitants Defendants

The Defendant Soobarayadoo being in Court and
Acknowledging the Justice of the Complainants Demand this
Court doth therefore forthwith give Order and Decree that the Defendant Soobarayadoo
According by Order and Decree that the Defendant Soobarayadoo
shall pay unto the Complainant the full and just Sum of Five
Hundred and Thirty two Pagodas Thirty Nine Fanams and
Thirty Cash of Pagodas 532 39 30 together with the Interest
Interest to accrue or shall accrue thereon until the
full Payment be made also all Costs of this Suit

Signed Soobarayadoo Sam Garrow Chitty

Translation

Soobarayadoo Sam Garrow Chitty Runnacawmy
Timmah Gollah Chitty Bungaroo
Merchants

Witnesses Signed
Woodundey Sam
Saundey Pellapah
Durmarayen

Soobarayadoo and Runnacawmy Sam Garrow Chitty Sons of Garrow Chitty late of Madras Merchant Deceased Do hereby Jointly give this Mortgage Bond to Gollah Bungaroo Chitty Merchant Do say We have Mortgaged to You Our House Godowns and Ground together with the Chitty Bills of Sale of the same in the Names of Our elder Brother Gooroomoorty as well as Our Sale Granted at the Time of purchasing the Ground Situated on the Road leading to Triplicane from Madras North to Triplicane and to Chinchery Durmarayan Moodelliyar House North to Pillaroe and East to Sunday Pellapah Moodelliyar House lying on the Center of the above four Discriptions Containing from North South Thirty Nine Feet and from East to West at the South One hundred and Seven Feet and at the North one hundred and Three Feet and Borrowed and Received of You the Sum of 1500 Five hundred Star Pagodas Current Money of Madras Which Sum We do hereby engage to Pay You when ever and by Space of Six Months when Gollah Bungaroo Chitty Merchant Do say Interest as shall Arrear may be due thereon at the Rate of 12 per Cent per Annum until the Principal Sum and Interest be fully Discharged Do say You are hereby empowered to Secure Your Principal and Interest by prosecuting Us in the Choultry Mayors Court at the Time first Demanded by Royal Moodelliyar Brother of Chinchery Durmarayan Moodelliyar and Sunday Pellapah Moodelliyar by their Acknowledgment Our Consent this Mortgage Bond was drawn by Tangaraujoo Durmarayen

Signed Soobarayadoo Sam Garrow Chitty Runnacawmy
Timmah Gollah Chitty Bungaroo
Merchants

Witnesses Signed
Woodundey Sam
Saundey Pellapah
Durmarayen

Translation drawn and Signed from the Gentoo
Tangaraujoo Interpreter

Filed 2d July 1788

To the Honble the Mayor
Court & Aldermen of
the Mayors Court

Humbly Complaining Shew unto the
Court Your Orator Cullagam Veyr Verdagam Chitty a Native of Madras
Merchant That Vendagam and Mootoo of the same place Inhabitants
stands Jointly and Severally indebted unto Your Orator in the
and Just Sum of Seventy four Pagodas Seven Fanams and Three
Cash Current Money of Madras Making in Sterling Money
Pistareen at the Rate of Eight Shillings for every Pagoda the
Twenty Nine Pounds Nineteen Shillings and Three Pence
as well Amicably as by Large Appear by the Copies of the Bond
Tiam of a Bond with Power Herein the Honble the Mayors Court
and Recovering Thereupon to Answer for the things specified of the
Honble Court which Your Orator Prays may be Adjusted as pro
Your Orator's Bill of Complaint the Original whereof being
Your Orator Profession and Ready to be produced to this Honble
Which he hath Hereunto to Annex and Your Orator further
unto this Honble Court That the Defendant Vendagam
the Manner to Enforce Payment from Mootoo Vendagam and
of the said Sum of Seventy four Pagodas Seven Fanams and
Pistareen
Court that the said Vendagam and Mootoo Ordinarily and
fully Discover to Say the Several Matters to Your Orator
of Satisfaction Touching the Premises Your Orator Therefore
a General Relief due to this Honble Court to hall Appear by
to Equity and Good Conscience To the End Therefore this
Vendagam and Mootoo May upon their Corporal Oaths full True
and Perfect Answer Make to all and Singular the Premises as
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 Seventy four Pagodas
Fanams and Thirty Cash together with Costs of Suit
shall Hereafter become due and also all Costs of this Suit

Magis Pense This Honble Court Hereupon the aforesaid
Vendagam and Mootoo to be Summoned and Required by the Sheriff
of Fort Saint George Dewan of Madras aforesaid and the Defendants
thereof Personally to be and Appear before this Honble Court to Certain
Time and Place to be by this Honble Court for that End and Appointed
then and there to Answer this Your Orator's Bill 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 Compt

Fort Saint George 2d July 1788

This Bill was Sworn to before the Day of
Adjournment Next Summons Issue Returnable
Next Tuesday

Edwd Garrow
Mayor

Translation of a Bond Dated the 16th Day of November Year Corresponding
to Anno Domini 26th January 1786

We Vendagam and Mootoo Sons of Soorya Naick of
Vannia Cast of Chetty Chetty do give this Bond to Cullagam Veyr
Verdagam Cast Chetty Native of Madras

In Consequence of Our Urgent Occasion We have this
day borrowed and Received of You the Sum of 124 One Hundred
and Twenty One Star Pagodas Current Money of Madras which
Sum We do hereby engage to pay You Jointly and Severally and
all such Interest each Month as may become due thereon and thereto of
12 p Ct p Annum on the following terms Viz.
On the 30th Day of 10th Month Next ---------- Pags 20 - -
Fanams

Dr. Condiapeen and Mootoo in Account Current with Lieutenant Hardyard — Cr.

1786 January	20	To Amount of Your Joint and Several Bond of this Date for	121	"	"	1786 March	28	By Cash Received Lieutenant Hardyard from Mootoo	20	" "
						Dec.	16	By Do. Do.	20	" "
1788 June	10	To Interest on Ditto from 20th January 1786 to this Day being Two Years Four Months and Twenty Days at 12 p.C.	34	31	"	1787 April	19	By Do. Do.	10	" "
						Nov.	10	By Do. Do. Venkatachellum	9	" "
						1788 March	20	By Do. Dindygul	9	" "
						April	23	By Do. Do.	2	" "
		Cent. p.C. Amount				June	10	By Interest on the above Sums as Expected Dated to this Day at 12 p.C. Cent. p.C. Amount	70	" "
			155	31	"					
								Per Pagoda 20	2	2 12	3 12 5	
								Per Do. 20	1	7 26	3 4 30	
								Per Do. 10	1	1 24	1 17	"
								Per Do. 9	"	7	"	28 60
								Per Do. 9	"	2 20	"	11 "
								Per Do. 2	"	1 17	"	1 30
											81	23 30
								By Ballance Due			74	7 20
		Pagodas	155	31	"			Pagodas	155	31 "

Madras June 30th 1788

Errors Excepted

E. Errors Excepted

Wm. Cox. Lieut. Hardyard

Wm. Cox. Lieut. Hardyard

Wm. Cox. Lieut. Hardyard

Filed 12th May 1789

In the Honble the Mayor's Court at Madraspatnam

Between Cattapully Vurdapah of Madras Merchant Complainant and Condapen and Mortoo of the same place Inhabitants Defendants

The Affidavit of Thomas Jones One of the [illegible] of this Honble Court

This Deponent Maketh Oath and Saith that he did Personally serve the above named Condapen One of the above Named Defendant in the Jail with three Rules issuing Out of this Honble Court in the above Cause by the Last of which Was informed that a further Day was given to him to Answer Complainants Bill till the 12th of this Instant May in Default of which Judgement would be Given for the Complainant

Thomas Jones

Sworn to in Court this 12th Day of May 1789

James Taylor
Regr

Mayor's Court at Madraspatnam } Tuesday the 12th Day of May Anno Domini 1789

Present

William Webb Esquire Mayor
Andrew Ross and James Landon
Aldermen

L.S.

Mayor's Court

Between Cattapully Vurdapah Chittyar of Madras Merchant Complainant and Condapen and Mortoo of the Same Place Inhabitants Defendants

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant Condapen 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 Condapen shall pay unto the Complainant the full and Just Sum of Seventy four Pagodas Seven fanams and thirty Cash (Pagos 74 7 30) together with all Such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Pr Cur

Filed 15th May 1787

To the Honble the Mayor
Court at Madrapatam

Humbly Complaining Shew unto the
Honble Court Your Orator Dawsaney Pauliah Inhabitant
Inhabitant of Madrapatam and Pennamballam of Wesaramgaul
= Taluk stands justly and truly indebted unto Your Orator in the Sum
Just Sum of One Hundred and Six Pagodas and Thirty Nine Fanams
Current Money of Madras Making and Sterling Money of Great
as Shillings Eight Shillings Seventy Pagodas Thirteen Fanams Forty Seven
Six Shillings and Six Pence or thereabouts as will more fully appear
by Copies of a Mortgage Bond or Deed Common Seal
between the said Dawsaney Pauliah and Peter Hussain Shroff
Attorney of the said Dawsaney Pauliah and Peter Hussain Shroff
Prays may be Decreed as part of the Bill of Complaint Whereas
Whereas in Your Orator's Petition and Schedule referred
to were and Your Orator further Shews unto this Honble Court
that he hath frequently and diligently demanded the said
from the said Dawsaney and Pennamballam the said Sum of
One Hundred and Six Pagodas and Thirty Nine Fanams

But now so it is and May it please this Honble
the said Dawsaney and Pennamballam Obstinately and Wilfully
refuse to pay the same or to give Your Orator any Answer or Satis
faction touching the Premises Your Orator therefore Prays a General Rule
of this Honble Court may be Issued Directed and Addressed to the
Commissioners of the Choultry and Thereby and thereout the said
Dawsaney and Pennamballam and Each of them and their
Attorney or Attorneys and Each of them may be Commanded
Make Oath and Singular the Matters and Things herein Inquired
and Alledged as fully Truly and Effectually to all Intents and
as if the same were Severally Again Repeated and Particularly Interrogated
and

and that they may be Decreed to pay unto Your Orator the aforesaid Sum of
One Hundred and Six Pagodas and Thirty Nine Fanams with Costs
Interest as aforesaid and also all Costs
of this Suit

And it Please this Honble Court to Cause the said Dawsaney
and Pennamballam to be Summoned and Required by the Sheriff of
Fort Saint George Towns of Madrapatam and the Adjacent Districts Money Gen-
erally 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 Shew and
abide by such Order and Decree as to this Honble Court shall seem Meet

L. Swan Hall
Atty for Complt

This Bill was Sworn to in Court
the Day of Aforesaid and Ordered Summons
Issue Returnable Next Court Day
15th May 1787

Wm Wells
Mayor

Translation of Mortgage Bond dated 4th Day of Phaugun Year
Answering to Anno Dominy 4th May 1787

Dawsaney and Peter Pennamballam both of the
Town of Nyanawaram Inhabitants of Mundagapatam Castle of Madras do
Jointly give this Mortgage Bond to Dawsaney Pauliah Inhabitant
Mudey of Wesaramgaul Station Thatchelay
Pursuance of Certain Agreement Between the
Said Mortgagors on the One Part and Mundagapatam Pauliah
Said in the Castle on the Town of Nyanawaram
and Chowdaroo a Dancing Girl Together with the Usual Bill of
Sale

Sale in our Name and borrowed and received of You the Sum of 100
One hundred Current Star Pagodas which Sum we do hereby ing
to repay You on or before the 8th Vyansey of Kulace Year or 18th May
1788. with all such Interest as shall or may become due thereon at
the Rate of 12 ℘ Cent ℘ Annum Indefault of which You are hereby
empowered to Prosecute us in the Mayor's Court and recover it by
-sing the same Thus we both have given You this Bond with our
Will and Consent Witnesses Ayunavacam Appaupilla and
Chund Bauboo by their knowledge this Mortgage Bond of
House was drawn by Vattyar Mooruga Pillay

Witnesses Signed
Bauboo
Appaupien

(Signed) Sawmy
Pommambalam

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

(Signed) Ranganaudom
Interpreter

A true Copy
J. Stuart Hall
Attorney for the Compt

Dr. Sawmey and Pommambalam in Account Current with Davanampatnam Vencata Mastry Cr.

1787 May	19th	To Amount of Your Mortgage Bond bearing date this day	100	"	"	1788 Sept.	10th	By Cash Received in part of Interest	17	"	"
1789 May	13th	To Interest on Dt. to this day being 1 Yr. 11 M. 26 D. ℘ Cent ℘ Annum	23	39	"	1789 May	13th	By Ballance due	106	39	"
		Pagodas	123	39	"			Pagodas	123	39	"

Madras 15th May 1789
E. E. ℘ Signed Vencata Mastry

A true Copy
J. Stuart Hall
Attorney for Compt

Mayor's Court
Madrasspatanam

Tuesday the 19th Day of May
Anno Domini 1789

Filed the 31st March 1789

Present

William Hebb Esquire Mayor
Edward Garrow — Senior Resr
and James Landon — Alderman

Between Lawrance
Coutts Master of Madrasspatan
Complainant and Lawrence
Fernandez alias Sheramyah
Inhabitant Defendant

The Defendant having been Sworn Court and Clerk
the Justices of the Complainant Demand This Court
therefore think fit to Order and Decree that the said Complainant
and Decree that the Defendant shall pay unto the Complainant
the full and Just Sum of One Hundred and Six Pagodas and
Thirty Nine Fanams Pagodas 106.39 Together with Costs
Interest as now is or shall thereafter become due thereon until
Payment thereof also all Costs of this Suit

Dunn

Mayor's Court

L.S.

To the Honble the Mayor &
Court at Madrasspatanam

Humbly Complaining Sheweth to this Honble Court
Your Orator Lawrance Fellingand John De Friese of Madras Merchants
That William Brummage of the same place Shopkeeper Standeth indebted
Indebted to Your Orators in the full and Just Sum of Four 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 One Hundred and Sixty Eight Pounds for Which Sum he well Knowingly
and Designedly Refuseth to Pay or Secure the same to Your Orators
Unjust Doings of this Honble Court to which Your Orators may have Recourse
To the End Whereas Your Orators Bill of Complaint the Original Whereof
as part of this their Bill Humbly Craved Leave to Refer unto
Your Orators Just Demand Duly Proved and Ready to be Produced when Required And
Whereas Your Orators have Applied to the said William Brummage
Requesting Payment of the said Sum of Four Hundred and Twenty
Pagodas from the said William Brummage

But Notwithstanding it May it Please this Honble Court
the said William Brummage Obstinately and Wilfully Refuseth to Pay
the same unto Your Orators any manner of Satisfaction and Secure
Whereas Your Orators therefore pray a General Relief and that the
Defendant may Answer Your Orators Bill of Complaint and that 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 and things herein before set forth as fully
fully truely and Effectually to all Intents and purposes as if the same
Were thereto again Repeated and particularly Interrogated and that he
May be Decreed to pay unto Your Orators the aforesaid Sum of Four
Hundred and Twenty Pagodas together with all such Costs Interest and

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 Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer the Orators Bill of Complaint and further to stand to and abide by such and Decree therein as to this Honble Court shall Seem Meet

Fort St. George the 31st March 1789

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

Wm Webb
Mayor

Hy Dis Piry
Atty Compl^ts

Mr William Brummage ..... Dr

To Rent of two Godowns that open to the Street from 26th Jany 1788 to 26 March 1789 is 14 Months @ 30 P. Pd Month

Madras
26th March 1789

E. E. Pfliguer Pelling Dr Pr

True Copy

Hy Dis Piry
Atty Compl^ts

Mayor's Court at Madraspatnam

Tuesday the 19th Day of May
Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor
Edward Garrow — Andrew Ross
and James Landon — Aldermen

Mayor's Court

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 Four Hundred and Twenty Pagodas Pagodas 420 " " 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

Cur

Filed 23rd May 1789

To the Honble the Mayor Court at Madraspatam

Humbly Complaining Shew to this Honble Court Your Orator Lutchmanna Pedda Kichnanna Chitty of Madraspatam that Lennevanna Vurdah Charlos of the same place subscribed indebted unto Your Orator in the full and just Sum of Four and Twenty One star Pagodas Current Money of Madras Sterling Money of Great Britain at the rate of Eight Shillings Pagodas the Sum of One Hundred Eighty Eight Pounds and Eight as will more fully and at large Appear by the Copies of the Bond Mortgage Bond and of said Account hereunto Annexed for the Inspection of this Honble Court and which are Prayed by Your Orator to be taken as Part of this Your Orator's Bill of Complaint The Originals whereof are in the Possession of Your Orator and Ready to be produced to this Honble Court when Required and Your Orator further Shews unto this Honble Court that he hath frequently and in a friendly Manner Requested the Payment of the said Sum of Four Hundred and Twenty One Pagodas

But notwithstanding that Your Orator hath at all times Hitherto behaved himself towards the said Lennevanna Vurdah Charlos Obtimately and dutifully as he ought to have done and Promised Your Orator payment of the said Sum of Four Hundred and Twenty One Pagodas Yet the said Lennevanna Vurdah Charlos Combining and Confederating with Persons unknown to Your Orator to Defraud Your Orator of the said Sum of Four Hundred and Twenty One Pagodas and the Interest thereof refuses and Neglects to pay the same or any part thereof to Your Orator to his great Damage and Loss of Time

In Tender Consideration whereof and for as much as Your Orator is Remediless in the Premises save in this Honble Court where Matters of this Nature are usually Heard Relieved and Determined and to the End and Intent the said Lennevanna Vurdah Charlos may upon his Corporal Oath Answer the Premises and all 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 and Satisfy unto Your Orator the aforesaid Sum of Four Hundred and Twenty One Pagodas with Interest and Costs of Suit

May it Please this Honble Court to Cause the said Lennevanna Vurdah Charlos to be Summoned and Required by the Sheriff of Fort St George Fowns of Madraspatam and the Districts thereof Personally to be and Appear before this Honble Court at a certain Time and Place to be by this Honble Court for that purpose Limited and Appointed then and there to Answer the Premises and Abide by such Order and Decree therein as to this Honble Court shall seem Meet

S. Popham
Atty for Compl^t

23rd May 1789

This Bill was shewn to me between the Days of Adjournment & returnable Next Court Day

Wm Webb
Mayor

Translation of a Mortgage Bond dated 15th Runaway Shrodey Vsad Answering

In Anno Domini 23d August 1784

Warranam naly Lennevanna Vurdah Charlos do give this Mortgage Bond to Lutchmanna Pedda Kichnanna Chitty that he to pay or cause to be paid unto the said Lutchmanna Pedda Kichnanna Chitty or Order the full and just Sum of Three Hundred star Pagodas Current Money of Madras on the Mortgage of the Fortune Charity Lodge Garden situated at Longpuliconda Muchar Naick's a House and Garden situated at Longpuliconda aforesaid the North Street and the North Street Mettu Pettingapah and Mosque Chitty Charity House and Garden and the South to Burying ground and Garden together with the Tenements of Possession given by Lutchmanna Pedda Kichnanna Chitty unto the said Lennevanna Vurdah Charlos bearing Date the 9th Day of Vyausee Lennevanna Vurdah Charlos hereby engages to pay Your Honour Mayor on the 25th May 1785 which Sum he hereby engages to pay with all such Interest as shall or may become due thereon at the Rate of 12 p^r Cent p^r Annum and do hereby empower the Honble the Mayor Court and Receiver General and Interest together with the Charges attending the same by Registering the Mortgage Possession Writings

Palaccanham

Yalacantoory Juggoo Chitty and Poola Raumoo Chitty by their knowledge this Mortgage Bond was drawn by Roattala Vummiah

Witnesses Signed (Signed) Vannamaumala

Yalacantoory Jugganah Leenevausa Vurdah Charloo

Poola Raumey Chitty

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

A true Copy

L. Popham

Mayor's Court at Madraspatnam

Tuesday the 26th Day of May Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor

George Lavage — Andrew Ross

and Robert Milford — Aldermen

Between Luncoo Peddah Kistnamah Chitty of Madras Inhabitant Complainant and Leenevausa Vurdah Charloo of the Same place Inhabitant Defendant

The Defendant being in Court and Acknowleging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Seventy four Pagodas Seven fanams and Thirty Cash (Pagodas 74. 7. 30.) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Pr Cur

Mayor's Court

Leenevausa Vurdah Charloo in Account with Luncoo Peddah Kistnamah Chitty

1784 Aug. 23	To the Amount of Your Mortgage Bond of this date Payable on Demand	300	"	"	1789 May 23	By Ballance	471	"
1789 May 23	To Interest on Do from 23 of August 1784 to this day being 4 Years 9th Month @ 12 P Cent P Annum	171	"	"		Pagodas	471	"
	Pagodas	471	"	"				

Madras 23 May 1789

E. E. P.

A true Copy

L. Popham

Filed 30th Octr 1788

To the Honble the Mayor Court of Madrass in Council

Humbly Complaining Shew Unto Your Honble Worships Your Orator Carapanna Modeliar by his Attorney Mark Francis Jeffery of Madras Inhabitant That Chuntaudry Pillar Boyche of the Same Place Inhabitant Standeth Indebted unto Your Orator in the Sum of Four Hundred and Eighty Pagodas Twenty Seven Fanams and Thirty Six Cash Current Money of Madras Making in Sterling Money of Great Britain One Hundred and Eight Shillings for every Pagoda the Sum of One Hundred and Four Pounds Twelve Shillings and Two Pence as Hereinafter More fully and at Large Appear by Copy of an Account Current & the Translation of a Mortgage Bond given and granted by Your Orator on the Fifteenth Day of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven by the said Chuntaudry Pillar Covil Boyche and also by Copy of an Assignment thereunto Annexed for the Inspection of this Honble Court to which Your Orator Prays may be Admitted as part of this his Bill of Complaint the Original Deeds whereof being in Your Orators Possession and Ready to be Produced when Required And Whereas Your Orator hath frequently and Amicably Requested Payment of the said Sum of Four Hundred and Eighty Six Pagodas Twenty Seven Fanams and Thirty Six Cash from the said Chuntaudry Pillar Covil Boyche

But now so it is May it please this Honble Court the said Chuntaudry Pillar Covil Boyche Intending Fraudulently and Willfully to Defer to pay the same or to give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore prays a Subpoena may Issue to this Honble Court to shall Personally Appear Agreeable to Equity and good Conscience To the End Upon full Answer Made thereof the said Chuntaudry Pillar Covil Boyche 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 fully Truely and Effectually to all Intents and Purposes as if the same were Here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Four Hundred and Eighty Six Pagodas Twenty Seven Fanams and Thirty Six Cash together with Interest as now is or shall thereafter become due Hereon also all Costs of this Suit

May it please this Honble Court the Cause thereof

Chuntaudry Pillar Covil Boyche to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrass Patnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain Time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and Abide by such Order and Decree Thereupon as to this Honble Court shall Seem Meet

Fort St George 30th October 1788

This Bill was Sworn to Between the Hours of Adjournment Before Summons Issued Returnable Next Court Day

Jno Du Pray
Atty Complainant

Edwd Gaston
Mayor

Dr. Chesterfield County Pillar Revil Boorhem Rect. Cont. Wills Carpenter Woodeliar by the Alley March Court Jefferson

1777						1786					
Nov.	15th	To the Amount Principal of your Mortgage Bond of this Date	304	1	1	Dec.	29th	By Cash Received in Part	170	1	1
						1788					
1788						Dec.	20th	By Interest on Do from the 29th Dec. 1786			
Dec.	20th	To Interest on the above Sum from 15th November 1777 to this day in Do 4 Yrs 5 Mo 12 Days @ Cent	393	22	40			to this day in Do 1 Yr 9 Mo 21 Days @ 12 p Cent	36	40	4
		Amount	697	23	40			Amount	206	40	4
								By Balance	486	27	36
		Pounds	697	23	40			Pounds	697	23	40

Errors Excepted

Richd. Cogbill

Rec'd. Contents

Rec'd. the 2 Mark of Carpenter Woodeliar

Anne Cogbill Exr. Dr. Pillar

Wills Cogbill

Know all Men by these Presents that I Wills Carpenter Woodeliar by the Name of Wills Carpenter Woodeliar of Chesterfield County am held and firmly bound unto Pillar Revil Boorhem Rector of the Parish of Dale in the County aforesaid in the Sum of Three Hundred Pounds Current Money to be paid to the said Pillar Revil Boorhem Rector aforesaid his Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and dated this 15th Day of November in the Year of our Lord 1777

The Condition of the above Obligation is such that whereas the above bounden Wills Carpenter Woodeliar by his Bond of this Date hath acknowledged himself indebted to the above named Pillar Revil Boorhem Rector in the Sum of Three Hundred Pounds Current Money to be paid to the said Pillar Revil Boorhem Rector his Executors Administrators or Assigns as by the said Bond Reference being thereunto had may more fully appear Now if the said Wills Carpenter Woodeliar his Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the said Pillar Revil Boorhem Rector his Executors Administrators or Assigns the full Sum of One Hundred and Fifty Pounds Current Money with Interest thereon from the Date hereof at the Rate of Twelve Pounds per Centum per Annum on or before the Fifteenth Day of November which will be in the Year of our Lord One Thousand Seven Hundred and Eighty Eight then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed and Delivered in the Presence of

Wills Carpenter Woodeliar

Stephen Hall

Obediah Hall

Chesterfield County Court 20th March 1788

This Bond was proved by the Oaths of Stephen Hall and Obediah Hall Witnesses thereto and ordered to be recorded

Teste Wm. Dunlop C.C.

Wills Carpenter Woodeliar

Pillar Revil Boorhem

Wills Carpenter

To all People to whom these Presents shall come Greeting Whereas
Cunjadaly Pillai Civil Poocher of Madras Inhabitant hereinafter
Mortgage Bond Bearing Date the Fifteenth Day of November
in the Year of Our Lord One Thousand Seven Hundred and Eighty
Seven did become bound unto Carapana Mondelly of the same place
Merchant in the Sum of Three Hundred Pagodas Current
Money of Madras Condition to be paid as in & by the said
August One Thousand Seven Hundred and Seventy Eight with
Interest at the Rate of Twelve per Cent per Annum as by the said
Mortgage Bond and Condition thereof and Whereas there
remain due the Sum of Four Hundred and Eighty Six Pagodas
Seven Fanams and Ninety Six Cash Current Money of Madras for
Principal and Interest of and upon the said Mortgage Bond &
Know Ye that the said Carapana Mondelly for a Valuable Consid
tion in Hand paid by March Francis Jeffroy of Madras Inhab
at or before the Sealing and Delivery of these presents the Receipt
whereof the said Carapana Mondelly doth hereby acknowledge
Carapana Mondelly hath Assigned and Set over and by these pres
doth Assign and Set over unto the said March Francis Jeffroy
Said Mortgage Bond and the Money or Amount Principal
Interest thereupon due and owing and due to become due
thereon and all his Right and Interest of and to the same
Part thereof and the said Carapana Mondelly for the Consideration
aforesaid hath made Constituted and Appointed and by these pres
doth Make Constitute and Appoint the said March Francis Jeffr
his Executors and Administrators his true and lawful Attorn
and Attorneys Irrevocable for him and in his Name and in the
of his Executors and Administrators but for the sole and proper use

and Benefit of the said March Francis Jeffroy his Executors
Administrators and Assigns to ask require demand and receive
of the said Cunjadaly Pillai Civil Poocher his Heirs Executors and Admi
strators Harmony Rule and to become due upon the said Mortgage
Bond and on any payment or Part of the said March Francis Jeffroy
his Heirs Executors and Administrators to come for and Discharge the
and on any payment of the Money due upon the said Mortgage Bond to
Cancel and give sufficient Release and Discharge thereof and Deed
or more Attorney or Attorneys under him to substitute and at his Pleasure
said March Francis Jeffroy or his Attorney or Attorneys under him shall
Lawfully do in the Premises by the said Carapana Mondelly hereby
Allow and Ratify and the said Carapana Mondelly doth Covenant with
the said March Francis Jeffroy that the said Carapana Mondelly hath
not Receive or Receive the said Money due upon the said
said Mortgage Bond or any part thereof in his Name but will Allow
Discharge the same or any part thereof but will Allow and Defend
Lawfull Proceedings for the Recovery thereof the said March Francis
Jeffroy Leaving the said Carapana Mondelly harmless and Indemnified
Costs that may happen to be sustained thereby In Witness whereof the
Carapana Mondelly hath hereunto set his Hand and Seal at Madras
aforesaid this Twenty Fifth Day of October One Thousand Seven Hundred
and Eighty Eight

Sealed & Delivered
in the Presence of
Abdul Cary
Wm Dalrymple
Wm Campbell

Sealed & Delivered
in the Presence of
Abdul Cary
Wm Dalrymple
Wm Campbell

Filed the 12th Novr 1788

In the Honble the Mayors Court at Madraspatnam

Mayors Court at Madraspatnam

Tuesday the 26th Day of May Anno Domini 1789

Present

L.S.

William Webb Esquire Mayor
George Savage — Andrew Ross
and Robert Milford — Aldermen

Between Carapana Moodelly his Attorney March Francis Jeffroy of Madras Inhabitant Complainant and Chindatry Pellear Covil Boochee of the Place Inhabitant Defendant

Between Carapana Moodelly by his Attorney March Francis Jeffroy of Madras Inhabitant Complainant and Chintady Pellear Covil Boochee of the same Place Inhabitant Defendant

Mayors Court

The above Named March Francis Jeffroy Maketh Oath faith that the above Named Chindatry Pellear Covil Boochee is justly truely indebted unto him in the full and just Sum of Four Hundred Eighty Six Pagodas twenty Seven Fanams and thirty Six Cash Current of Madras Being the Balance of a Mortgage Bond by her the said Chindatry Pellear Covil Boochee given on the fifteen day of November One Thousand Seven hundred and Seventy Seven unto the above named Carapana Moodelly for the principal Sum of three Hundred Star Pagodas and him Assigned over unto this Deponent by Virtue of an Assignment and Power of Attorney dated the Twentieth day of October in the present Year of Our Lord One Thousand Seven Hundred and Eighty Eight And this Deponent further Maketh Oath that the above named Chindatry Pellear Covil Boochee hath been within the Jurisdiction of the Honble Court since the Cause of Action Arose

Sworn to before me this 12th November 1788

March Franc. Jeffroy

E. Garrow
Mayor

It Appearing by the Records of this Court the Space of Six Months of the time Limitted by His Majesty's Charter is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and that the Defendant have not made any Appearance in Court to Answer the Complainants Bill This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four Hundred and Eighty Six Pagodas Twenty Seven Fanams and Thirty Cash Pagodas 486.27.30/ together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Pl Cur

Filed 31st March 1789

To the Honble the Mayor Court at Madras in Council

Humbly Complaining Sheweth to this Honble Court Your Orator Christopher Cilly of Madras Merchant that for some time past he hath carried on Trade and Merchandize in the Country Ships belonging to Inhabitants of this Settlement and Employed Agents for the Disposal of his Cargoes and Purchasing Returns and that on the 7th day of October 1787 he Shipped on board the Ship Swift Commanded by Thomas Hall bound to Bengal a Quantity of Goods and Merchandize Consigned to Messrs Cruttenden & Co Merchants there on his Account and Risque and Entrusted the Master with Bills of Lading for the same and Invoices thereof Amounting to Sicca Rupees Thirty Seven Thousand Seven Hundred and Eighty Seven and that the said Ship Sailed from Madras on the 9th day of October aforesaid and Arrived at Bengal in the Month of December following and that the Master Delivered the Goods and Merchandize to the Consignees and received the Freight thereof but that the Consignees have not Accounted with your Orator for the Sales thereof nor Remitted him the Returns for the same although Frequently Requested so to do and that the Master hath Refused to Deliver your Orator the Bills of Lading and Invoices of the Goods and Merchandize Shipped on board the said Ship Swift and Refuses to Account with your Orator for the Freight thereof Pretending that the Consignees have Claims on the Cargo for Monies Advanced and Disbursed on Account thereof and that your Orator is Indebted to them in Sicca Rupees Thirty Thousand and Upwards which Pretended Claims your Orator Charges to be Fictitious and Collusive and Contrived between the Master and Consignees to Defraud your Orator of the Freight and Returns of his Cargo and that the Master hath Refused to Account with your Orator for the Freight of the Goods and Merchandize Shipped on board the said Ship Swift Pretending that the Owners of the Ship have Claims on the Freight for Monies Advanced and Disbursed on Account thereof and that your Orator is Indebted to them in Sicca Rupees Thirty Thousand and Upwards which Pretended Claims your Orator Charges to be Fictitious and Collusive and Contrived between the Master and Owners to Defraud your Orator of the Freight of his Cargo and that the Master hath Refused to Deliver your Orator the Bills of Lading and Invoices of the Goods and Merchandize Shipped on board the said Ship Swift and Refuses to Account with your Orator for the Freight thereof

Dr. James Mc Kinnon Account Current with Choezpah Chitty — Cr.

1787									
Dec.	16	To his Account Principal of Note Promissary							
		Note Dated this Date payable Seven Years	312	"	"				
		Upon this with Lawfull Interest							
Dec.	27	To Do. Do. Do. first Rate	32	22	"				
	28	To 6 Pieces Long Cloth wold Yards 24 Pagodas	24	"	"				
		Packing Cases							
1788			388	22	"				
Augt.	20	To Interest on the above Sums from this							
		Date to this day @ 12 P Ct. P Ann.							
		Amount							
		Cash Pags. 312 — for 10 M.	31	2	54				
		Do. 32 22 " — 7 28 —	4	1	20				
			35	28	74				
		Pagodas	424	5	74				

Madras 20th Augt. 1788

E. E. & C. Choezpah

Errors Excepted

Cr.

By Ballance due — 424 5 74

Pagodas 424 5 74

Madras Cutcherry 20th Augt. 1788

Received from Choezpah Chitty Seventeen Hundred and Eighty Eight Pagodas Four Hundred and Twenty four and Seventy four Cash in full of this Account

Pagodas 1788 " " "

Per Contra

Received from Choezpah Chitty Seventeen Hundred and Eighty Eight Pagodas Four Hundred and Twenty four and Seventy four Cash in full of this Account

Pagodas 1788 424 5 74

Errors Excepted

Madras Cutcherry 20th Augt. 1788

James Mc Kinnon Esqr. Principal Collector

Thomas Lowndes Esqr. Accountant

Madras Cutcherry 20th Augt. 1788

Received from James Mc Kinnon Esqr. Principal Collector Four Hundred and Twenty four Pagodas and Seventy four Cash in full of this Account

Pagodas 424 5 74

Errors Excepted

Choezpah Chitty

Madras Cutcherry 20th Augt. 1788

Thomas Lowndes Esqr. Accountant

Madras Cutcherry 20th Augt. 1788

Received from Choezpah Chitty Seventeen Hundred and Eighty Eight Pagodas Four Hundred and Twenty four and Seventy four Cash in full of this Account

Pagodas 1788 424 5 74

Errors Excepted

James Mc Kinnon Esqr. Principal Collector

Madras Cutcherry 20th Augt. 1788

Thomas Lowndes Esqr. Accountant

Madras Cutcherry 20th Augt. 1788

Received from James Mc Kinnon Esqr. Principal Collector Four Hundred and Twenty four Pagodas and Seventy four Cash in full of this Account

Pagodas 424 5 74

Errors Excepted

Choezpah Chitty

Madras Cutcherry 20th Augt. 1788

Thomas Lowndes Esqr. Accountant

Madras Cutcherry 20th Augt. 1788

Appearing by the Records of this Court that the
usual Rules have issued for the Defendant to Answer the Complts
Bill which the said Complt having this Court doth therefore
pray the Order and Decree and Costs thereon for the
the Defendant shall pay unto the Complainant the full and just
Sum of Four Hundred and Twenty Four Pagodas Five Fanams
and Seventy four Cash Pagodas 424. 5. 74 together with the
Interest and Costs in such manner as this Court shall think
fully paid and Satisfied

Filed in Court this
17th April 1789

To the Honble the Mayor
Court of Judicature
at Madras in Council

Humbly Complaining Sheweth unto this Honble
Court Your Orator Valavady Mudaya Naig of Madras Merchant
Freemasby Jadal Veeraswamy of the same place that the said Defdt
justly and truly Indebted unto Your Orator in the full and just
Sum of One hundred and Thirty Four Star Pagodas Seventy Eight
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 Fifty three Pounds and Seventeen Shillings as
Will more fully and at Large Appear by the Copies of the Bond
of a Bond and Warrant of Attorney hereunto Annexed for the
Current thereunto Annexed for the Inspection of this Honble Court which
Your Orator Prays may be Admitted as part of this his Bill of Comp
the Originals Ready to Shew being in Your Orator's Possession and Ready
to be produced to this Honble Court when this shall be Demanded to which

and Your Orator further Sheweth unto this Honble Court that the said
frequently and kind and Amicable manner Requested Payment from
the said Defendt of the said Sum of One hundred
and Thirty Four Star Pagodas Seventy Eight Fanams and Sixty Cash
But now so it is May it please this Honble Court that
the said Defendt Jadal Veeraswamy Obstinately and Wilfully
refuses to pay the same or to give Your Orator any reasonable Satisfaction
touching the Premises Your Orator therefore prays a Genl Relief
and to this Honble Court shall and Ought to Appear Agreeable to Equity and Good
Conscience To the End therefore that the said Defendt Jadal Vee-
raswamy may upon his Corporal Oath fully True Direct and Perfect
Answer Make to all and Singular the Matters and things herein
before Set forth and Alledged Distinctly Truely and Effectually to all
Particular Interrogated and that he may be Decreed to pay unto Your
Orator the aforesaid Sum of One hundred and Thirty four Star Pagodas
Seventy Eight Fanams and Sixty Cash with all Costs Interest and Damages
occasioned thereby and also all Costs of this Suit
And May it Please this Honble Court to Cause the said
Defendt Jadal Veeraswamy to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madraspatam and the
District thereof Personally to be and Appear before this Honble Court
at a Certain time and place to be by this Honble Court prefixed and
Appointed then and there to Answer this Your Orator's Bill of Complaint
and further to Stand to and abide by such Order and Decree therein as
to this Honble Court shall seem Meet

P. Walker
Solr for Compt

Filed Bill was drawn and signed between Mayor & Commonalty
leta Summons issued returnable next Court Day this 22nd
April 1789

Translation

Dr. Fremashy, Jada Veeraswamy in Account Current with Valavanty Rudayia Marg — Cr.

1789 Feby.	8th	To Amount of Your Bond of this Date for		131	39	20	1789 April	10th	By Ballance Due		134	28 60
April	10th	To Interest Due Dito to this Day being 2 Months and 2 Days at 12 ℔ Cent ℔ Annum		2	33	40						
		Pagodas		134	28	60			Pagodas		134	28 60

Madras 10th April 1789

Errors Excepted

℔ Rudayia

A true Copy
P. Walker
Attorney for Complt

Mayor's Court at Madraspatnam } { Tuesday the 26th Day of Anno Domini 1789

Present

L.S. William Webb Esquire Mayor
George Savage — Andrew Ross
and Robert Mitford — Aldermen

Mayor's Court

Between Yalavarty Audapa Naig of Madras Merchant Complainant and Jada Veerasawmy of the same Place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of One Hundred and Thirty Four Pagodas Twenty Eight Fanams and Sixty Cash (Pagodas 134.28.60) 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 19th May 1789

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of Pullein Spencer One of the Attornies of this Honble Court

Sheweth

That Your Petitioner's Health has been for many Months on the declend and he is now so reduced as to be Advised to go on board Ship without delay and take the Benefit of the first Opportunity to China for a Change of air and as the only Means which hold out a Prospect of Recovery

Your Petitioner therefore prayeth that this Honble Court will be pleased to grant him Permission to take a Voyage to China, in the hope of which indulgence he is the more encouraged from being able to inform this Honble Court that Stephen Popham One of the Attornies thereof hath undertake to transact Your Petitioners Business during his Absence

Pullein Spencer

Filed 5th Sept. 1788

To the Honble the Mayr
Court of Madras upon Sea

Humbly Complaining Shew unto this Hon[ble] Court Your Orator Edward Braithwaite of Calcutta in the Province of Bengal Gent. That the Hon[ble] United East India Company Plaintiffs George Savage and James Taylor of Fort Saint George Esquires Executors named in the Will and Testament of Andrew Majendie late of Madras Merchant Deceased Stand justly and truly Indebted unto Your Orator in the full and just Sum of Nine Thousand Eight hundred and Forty Pagodas Thirty four Fanams and forty One Cash Current Money of Madras Making in Sterling Money of Great Britain Pounds Rate of Eight Shillings for every Pagoda the Sum of Three Thousand Nine hundred and Twenty Nine Pounds and Sixteen Shillings Sterling Money aforesaid Whereof they the said Executors are duly and severally Legally Chargeable as Executors as aforesaid by Virtue of a Bond or Obligation given and Granted unto Your Orator by the said Deceased Andrew Majendie in his Lifetime under their Hands and Seals bearing Date the Day of January in the Year of Our Lord One thousand Seven hundred and Seventy Eight as by the same Bond or Obligation now remaining in Court Reference thereunto Your Orator Prays may be Admitted Inspection of this Bill of Complaint and Your Orator Shews that the said Executors have duly proved the said Will in this Hon[ble] Court and have taken upon themselves the Burthen and Execution thereof And the said Bonds of this Hon[ble] Court Reference being thereunto had may Appear And Whereas Your Orator has Frequently and in an Amicable Manner Requested Payment of the said Sum of Nine Thousand Eight hundred and Nine Pagodas Thirty four Fanams and Forty One Cash from the said George Savage James Call and James Taylor Executors as aforesaid

But So it is True it May it please this Hon[ble] Court the said George Savage James Call and James Taylor 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 George Savage and James Call and James Taylor 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 thereunto Inquisitively and particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of Nine Thousand Eight hundred and Nine Pagodas Thirty four Fanams and forty One Cash with all Such Interest as now is or shall Accrue thereon also all Costs of this Suit

May it please this Hon[ble] Court to Cause the said George Savage James Call and James Taylor to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras Pattan 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 to Shew and Show Cause if any they have why they should not Answer this Your Orators Bill of Complaint and Further to Stand to and abide by such Order and Decree therein as to this Hon[ble] Court shall Seem Meet

Chas Baker
Solr for Compt

This Bill was shewn to Court in the Day of Adjournment to a Summons Peace and Returnable on Next Court Day this 5th Sept. 1788

Edwd Garrow
Mayor

Filed 15th Novr 1788

The Answer of George Lavey Callard Lowe Taylor of Fort St. George Esquire Executors named in the last Testament of Andrew Majendie late Merchant deceased to the Bill of Complaint of Roland Brathwaite Esquire Sheriff of the Hon.ble the United East India Company

These Defendants saving and reserving to themselves now and at all times hereafter all Manner of Benefit and Advantage Exception that may be had and taken to the Manifold Uncertainties Insufficiencies and Imperfections in the said Complainants Bill of Complaint contained for Answer unto so much thereof as these Defendants are advised is Material for them to make Answer unto these Defendants answer and say that the said Andrew Majendie died Seized of the following Lands and Hereditaments Viz.t

These Defendants say it may be true for ought these Defendants know to the contrary that the Complainants in the said Bill of Complaint named may have demanded the Bonds in the said Bill of Complaint mentioned and Interest for the same but these Defendants say they believe that the Balance due on the said Bonds at the first day of January One thousand seven hundred and seventy Nine was Four thousand five hundred and fifty Six Star Pagodas fifteen Fanams and forty One Cashes and that the Account Current annexed to the Complainants Bill of Complaint is true save and except these Defendants say they believe that the Sum of Three thousand Pagodas part of the Balance due on the said Bonds was paid to the Complainants by the said Andrew Majendie in his Life time and that the Complainants have given Credit for the same in the said Account Current but these Defendants do not know whether the Complainants have given Credit for any other Payments or Receipts on account of the said Andrew Majendie and these Defendants refer themselves to the Books of Account of the said Andrew Majendie for the same and these Defendants say they believe that the Complainants have not given Credit for any Sum or Sums of Money received by them

before the Justices Mentioned severally & Jointly & the Sum of
the Surplus Funds and may individually Apply the same to the Payment
of Several & Individual Debts or in such manner as to them shall
Seem Meet

The Defendants Say that the Testator James Hyde
Majendie as in the said Answer is Mentioned was Seized
Were interested therein being at the Time of his Decease
dants being as they conceive Bound in Legal Duty as Surviving Partner
said Andrew Majendie Happily & Honestly to Execute the Trusts
Whereas the Testator the said James Hyde was Seized
of the Debts due by the said Concern they cannot Justify to be
Satisfy or Discharge the Demands of the said Complainant and the
said Andrew Majendie herein his Lifetime & Peculiarly Employed
of the Plaintiffs Testator & of the Honble

These Defendants further say that the said Andrew
Majendie in his Lifetime & at the Time of his Decease
and Diverse Persons in Europe & the East Indies & Elsewhere
and Diverse Sums of Money Effects & Securities for Money
were to have any Preference of the other Part of the Complainants
Executors & Trustees & Defendants and
Friendly & Honourable Discharge the Debts of the said Andrew Majendie

All the Matters & Things in the said Defendants Answer
and proved as the Honble Court shall Direct & Require
sufficient & Effectual Relief & Discovery to be
Sustained

Sworn at the Office
this 3rd Day of Nov. 1788

Edm. Garrow
Mayor

James Taylor
Geo. Savage
Jas. Call

J. Bonham
Solr for Defendants

Filed 18th Nov. 1788

The Replication of John Braithwaite Coleman the Younger of the Honble United East India Company Complainant and James Taylor George Savage and James Call of Portsmouth Esquires Executors Named in the Last Will and Testament of Andrew Majendie Deceased Defendants

The said Replicant Now and at all Times hereafter
Saving and Reserving to himself all and all Manner of Benefit and
Advantage of Exception to the Manifold Errors Uncertainties and Insufficiencies
in the said Defendants Answer contained for Replication unto all that all
and every other Matters and Things in the said Bill of Complaint
Alleged the said Answer Justify to Maintain and Prove to be good certain and
Sufficient the Same to be Answered unto by the said Defendants in such
are Required and Hereby Refer'd and Declared and that the Answer of the
said Defendants are Untrue and Altogether Insufficient in the Law
to be by this Replicant Replied unto for Diverse Manifest Errors and Imper-
fections therein contained and further Replication thereunto Making
-material to this Replicant to Say Touching any Thing therein Contained
Save as he Hereinafter is Expressly Mentioned and Admitted to be True
Notwithstanding Such Concessions may have existed or do Still Exist
Nevertheless Saving and Reserving to himself the Benefit of Exception
Answer Neither can nor ought to Affect the Demands of this Replicant
-ant Thereto the said Defendants as Executors to the said Andrew
Majendie do Severally Refer to the said Bill of Complaint & for
Answer unto Such Parts of this Replicant as Charge the said Andrew
Majendie in his Lifetime Jointly with the Said Defendants
Answer unto Bound Mutually Granted and Executed by the said Andrew
Majendie and his Copartners in favour of this Replicant as this Replicant & all

Not to be able to prove as well as the Ballance still remaining due
thereon this Repliant further saith that the said Andrew Majendie
did in his Life time promise to give this Repliant as a further Security
for his said Demand a Bond granted by his Highness Wawlawjaw
Nabob of the Carnatic for the Sum of Five Thousand Pagodas as is Expressed
in the Copy of the Bond exhibited with this Complainants Bill of
Complaint But that the same was never delivered or given to this
Repliant and that this Repliant hath often through his Attorney
Applied to the said Defendants since the decease of the said Andrew
Majendie for the said Bond of his said Highness the Nabob but hath
been informed that no such Bond Appears Among the Papers or
Property of the said Andrew Majendie deceased or any of a similar
Amount except such as have been Made over or disposed of to others to
Whom the said Andrew Majendie in his life time Stood indebted

All which Matters and things this Repliant is ready
and Willing to aver maintain and Prove as this Honble Court shall
direct and Most humble Prays as in and by his said Bill of
Complaint Already Prayed

Chas. Baker
Atty for Compl^t

Filed 9th Decr 1788

The Rejoinder of George Savage,
James Call and James Taylor of Fort
Saint George Esquires Executors Named
in the last Will and Testament of
Andrew Majendie late of Madras
Merchant Deceased to the Replication
of John Brathwaite a Colonel in the
Service of the Honble United East India
Company

These Defendants Now and at all times hereafter
Laving and Reserving to themselves all and all manner of Benefit
and Advantage of Exception to the many Uncertainties and Insuffi-
ciencies in the said Replication Contained for Rejoinder thereunto
Say that the Answer of these defendants are true Certain and Sufficient
in the Law to be Replied unto and they these defendants also say as in
and by their said Answer they have Already said and do and will aver
and maintain all and every thing and things therein to be true and
Certain in such manner and form as they and every of them are therein
Alledged and Expressed and these defendants for further Rejoinder say
that the said Andrew Majendie might for any thing these defendants
know to the Contrary have promised to give the Repliant a Bond by way
of Security as stated in the Replication, but these Defendants say that
the said Andrew Majendie has left no such Bond in the possession of
these defendants or of either of them

All which Matters and things these Defendants are
ready and willing to prove to the Satisfaction of this Honble Court and
therefore pray as in and by their Answer they have Already Prayed

J. Popham
Attorney for Defend^ts

Interrogatories to be Administered to Such Witnesses as shall be produced Sworn and Examined in a certain Cause Depending and at Issue in the Court at Fort St. George before the Honble the Mayor's Court at Madraspatnam Wherein John Bradstreet Esqr a Colonel in the Service of the Honble United East India Company is Complainant and James Taylor, George Savage and James Calley Fort Saint George Esquires Executors Named in the Last Will and Testament of Andrew Majendie Deceased Defendants

On the Part and Behalf of the Complainant

Mr. John Balfour and Maselamony Moodaly

For all the Witnesses — 1st Interrogatory Do You know the Parties Complainant and Defendant in the Title of this Interrogatory Named Do or either of them and which of them How long have You known them or either of them

Mr. John Balfour 2d Interrogatory Look at the Paper Writing Now produced and shewn to You Marked A Do or do not the same bear Date with a true Copy of the Original Bond or Obligation granted by the above Named Andrew Majendie unto the Defendants and have You carefully compared the said Paper Writing Marked A with the said Original Bond or Obligation and do you believe the same to be a true Copy thereof

Mr. John Balfour 3d Interrogatory Do or do not the Name Andrew Majendie subscribed at the Bottom of the said Original Bond or Obligation appear to be the proper Hand Writing of the above Named Andrew Majendie Were You well and personally acquainted with the said Andrew Majendie and did You see him write and subscribe the said Original Bond

Maselamony

Maselamony Moodaly 4th Interrogatory Look at the Paper Writing Now Produced and shewn to You Marked B Do or do not the same appear to be wholly or in part in the Proper Hand Writing of You the Deponent Were You employed by the said Andrew Majendie deceased in his Life time to keep his Books and Accounts and to write in the same all Sums of Money Received and Paid by You on his Account Did You from time to time Enter in the said Book marked B all Sums of Money Received and Paid by You on the Account of the said Andrew Majendie deceased Do or do not the Entries in the said Book marked B appear to be true and Just Entries of the Sums of Money Received and Paid by You on the Account of the said Andrew Majendie deceased Do You believe the said Book marked B to be a true and Just Book of Accounts

5th Interrogatory Do You know of any other Matter or Thing or have You Reason or can You say any Thing touching the Matters in Question in this Cause that may be for the Benefit or Advantage of the Complainant If Yea Declare the same as You know have Reason or do believe together with the Reasons and Causes of Your Belief at full Length Have You shewn the said Book marked B to any Person or Persons since the Commencement of this Suit and if Yea Declare who they are

Geo. Baker
Att. for Compt.

Known all Men by these Presents that I Andrew Majendie of Fort St. George Merchant am held and firmly bound unto John Bradstreet Esqr Colonel in the Service of the East India Company and the Eastern Coast of Coromandel Seventeen Thousand and five Hundred Pagodas of the Star Coin of Forty four Pagodas & 12 Cash to the Payment whereof well and truly to be made to the said John Bradstreet his Heirs Executors Administrators or Assigns I do bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this Fifteenth Day of January in the Year One Thousand Seven Hundred and Seventy Eight

Witness

Whereas the above bound Andrew Hajendie has by a writing obligatory bearing date the above Mentioned John Braithwaite the full and just Sum of Eight Thousand Seven Hundred Seventy two Pagodas and 49 Cash to Mature Interest as in the said Obligation is further Mentioned as by reference thereto may more fully appear and whereas for Securing the Payment of the said Principal Sum and Interest as aforesaid the said Andrew Hajendie has by the said Obligation Granted Bargained Sold Assigned and Mortgaged to the said John Braithwaite his Executors Administrators and Assigns all that Messuage or Tenement Situate Lying and being in the Black Town of Madras aforesaid Bounded on the East by the Premises belonging to the Heirs of the late Mr. Thomas Pitt on the West by the Premises belonging to the Heirs of the late Mr. Thomas Pitt on the North by the Premises belonging to the Heirs of the late Mr. Thomas Pitt and on the South by the Premises belonging to the Heirs of the late Mr. Thomas Pitt as by the said Obligation and Deed of Mortgage Relation being thereunto had may more fully and at large appear Now the Condition of the above Obligation is such that if the above bound Andrew Hajendie his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the above John Braithwaite his Heirs Executors Administrators or Assigns the full and just Sum of Eight Thousand Seven Hundred Seventy two Pagodas and 49 Cash or if the said Andrew Hajendie his Heirs Executors Administrators or Assigns shall pay or cause to be paid unto the said John Braithwaite his Heirs Executors Administrators or Assigns the full and just Sum of Eight Thousand Seven Hundred Seventy two Pagodas and 49 Cash on the Anniversary Day of the date hereof being the 26th Day of November 1778 then the above written Mortgage Deed to be void and of none Effect otherwise to remain in full Force and Virtue

Signed Sealed and Delivered
in the Presence of

Andrew Hajendie

J. FitzGerald
J. Balfour

This Exhibit Marked A. was shewn to Mr. John Balfour at the time of his Examination before me on the Part of the Complt. in a Cause depending in the Honble. the Mayors Court of Madras wherein the said John Braithwaite Complt. and James Taylor George Savage and James Call Executors named in the last Will and Testament of Andrew Hajendie Deceased Defts. Dated this 2d Day of Decr. Anno Domini 1788

Joseph Shaw
Clerk

John Braithwaite — Dr. — Contra — Cr.

1778										
January	1st	To Cash	33	"	"	January	1st	By Stock	8772	49
"	"	To Mayen & Graham	1636	15	21	December	31st	By Int. Acct.	646	2 16
"	"	To Lyal & Modelly	932	16	63				9418	3 65
July	31st	To Cash paid Errand	1230	"	"					
Sept.	30th	To Do.	990	"	"					
			4861	30	49					
		Balance	4556	13	16					
			9418	3	65					

This Exhibit Marked B. was shewn to Mr. John Balfour at the time of his Examination before me on the Part of the Complt. in a Cause depending in the Honble. the Mayors Court of Madras wherein the said John Braithwaite Complt. and James Taylor George Savage and James Call Executors named in the last Will and Testament of Andrew Hajendie Deceased Defts. Dated this 2d Day of Decr. Anno Domini 1788

Joseph Shaw
Clerk

Mayor's Court at Madraspatnam } Between John Brathwaite a Colonel in the Service of the Honble United East India Company Complainant and James Taylor George Savage and James Call of Fort St George Esquires Executors Named in the last Will and Testament of Andrew Majendie deceased Defendants

On the Part of the Complainant

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

John Balfour Esqr of Madras Aged about thirty Six Years being produced as a Witness in this Cause on the Part of the Complainant was on the fifteen Day of December One Thousand Seven hundred and eighty eight Signified at the Office of Mr Septemb Popham who is Attorney for the Defendants by one of my Servants 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 Compl John Brathwaite in this Cause and that he hath so known him about the or twelve Years and that he doth know the Defendants James Taylor George Savage and James Call in this Cause and that he hath so known them about fifteen Years And more he saith not to this first Interrogatory

2d ..... To the Second Interrogatory this Deponent saith that the paper writing now Produced and shewn to him Marked A is a true Copy of the Original bond or Obligation Granted by the said Andrew Majendie on his life time And further saith that he hath Carefully compared the said paper Writing Marked A With the said Original bond Granted by Andrew Majendie And More he saith not to this Second Interrogatory

3d

3d ..... To the third Interrogatory this Deponent saith that the Subscription to the said Original bond he believes to be the proper hand writing of the said Andrew Majendie And further saith that he believes he was Present at the execution of the said bond because the Signature John Balfour as a Subscribing Witness is his hand Writing And further saith not to this or to the Last Interrogatory

Joseph Shawe Exr

J. Balfour

Mayor's Court at Madraspatnam } Between John Brathwaite a Colonel in the Service of the Honble United East India Company Complainant and James Taylor George Savage and James Call of Fort St George Esquires Executors named in the last Will and Testament of Andrew Majendie Deceased Defendants

On the Part of the Complainant

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

Maselamony Moodelly Writer of Madras Aged twenty Nine Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complt Was on the fifteenth day of December One Thousand Seven hundred and eighty Eight Signified at the Office of Mr Stephen Popham who is Attorney for the Defendant by One of my Servants 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

1st To the first Interrogatory this Deponent saith, that he doth not know the Complainant John Brathwaite in this Cause, but that he doth know the Defendants James Taylor, George Savage, and James Call in this Cause, and that he hath so known them about Eleven Years And More he saith not to this first Interrogatory

4th To the fourth Interrogatory this Deponent saith, that the paper Writing now produced and shewn to him Marked B. is in his Own hand Writing and further saith, that the same was written by him from the Books Relative to the Concerns of the said Andrew Majendie in the Possession of Mr James Taylor One of the Executors Named in the Last Will and Testament of the said Andrew Majendie this Deponent saith, that he did compare the said Paper writing after he had so written the same with the said Books and further saith, that the Ballance appearing due thereon is Correspondent with that which Appears due on the said Books And further saith not to this, or to the last Interrogatory

Joseph Shawe Exr

Mauscelamony

Mayor's Court at Madraspatnam } Tuesday the 16th Day of December Anno Domini 1788

Present

L.S. Edward Garrow Esquire Mayor

William Webb and Josias Du Pre Porcher Aldermen

Mayor's Court

Between John Brathwaite a Colonel in the Service of the Honble United East India Company Complainant and

and George Savage James Call and James Taylor of Fort Saint George Esquires Executors Named in the Last Will and Testament of Andrew Majendie Late of Madras Merchant Deceased Defendant

This Cause Coming on to be Heard and Debated this day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with Copies of an Account Current and a Bond or Obligation Annexed, The Defendants Answer, the Replication The Rejoinder, the Interrogatories and Depositions on the Part of the Complainant with Exhibits Marked A & B Annexed On Hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants shall pay unto the Complainant Out of the Estate and Effects of Andrew Majendie Deceased the Sum of Nine Thousand Eight Hundred and Nine Pagodas Thirty four fanams and Forty One Cash (Pagodas 9809.34.41) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Per Cur

Court of Appeals
of
Madrasapatanam

Wednesday the 21st January
Anno Domini 1789

Between George Savage James Callaud
James Taylor of Fort Saint George Esquires
Executors Named in the last Will and Testament
of Andrew Majendie Late of Madras
Merchant Deceased Appellants and Edward
Braithwaite a Colonel in the Service of the
Honble United English East India
Company Respondent

This Cause coming on this day to be heard and
Debated before this Court by the Attornies on both sides Upon hearing the Petitions of Appeal and Answer together with the Decree of the Honble the Mayors Court given in this Cause on Tuesday the 8th day of December Anno Domini 1788 Upon due Consideration had of the Matters therein severally Contained and of the Pleadings and Arguments used by the Attornies on both sides
This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the said Decree of the Honble the Mayors Court do stand Affirmed and that the Appellants Petition be hereby Dismissed with Costs

Ex. Cur. Chas. Whitehill
Clk

Filed 21st July 1786

To the Honble the Mayors
Court at Madrasapatanam

Humble Complaint Sheweth unto the Honble
Court Your Orator Charles Brawley of Fort Saint George in the Coast
of Coromandel in the East Indies Gentleman that Henry Alexander
of the same place Esquire late a Major in the Service of the Honble the
Rajah of the Carnatick stands justly and truly Indebted unto Your
Orator in the Sum of One Thousand Eight Hundred and Fifty Star Pagodas
four Fanams and Sixteen Cash Current Money of Madras Making and
Sterling Money of Great Britain after the Rate of Eight Shillings for
Every Pagoda the Sum of Seven Hundred and Forty Pounds and upwards
For that Whereas the said Henry Alexander Your Orator Sheweth did
Some time die at the Mendicoonaig in the Year of Our Lord 1783 Upon
which Your Orator for Your Orator's Advice and Opinion came and
unto Your Orator for Your Orator's Advice and Opinion touching and
Demanding that he had in the Estate and Effects of Dawsonne Drake
late of Fort Saint George Esquire Deceased and the Acquire Your Orator
Assistance in the obtaining Payment thereof Your Orator further
Sheweth that at the Request and Solicitation of the said Henry Alexander
and of his Friends and Acquaintance Your Orator lent and laid out
Papers and Writings that Appeared as his Vouchers and gave him the
best Advice and Opinion that the Law of the Case required and Your
Orator Abilities Capable of therein for Your Orator Assistance the
said Henry Alexander Acquired Your Orator promised and Undertook
him to Recover his Money as he the Your Orator procured and Undertook
to give Credit the following Sums and Credit Bonds that he can that
Appeared Balances of the Money Recovered by Your Orator from the Ryots
and Balances of the said late Dawsonne Drake and Managers and Inhabitants
for Money Taken for Goods Slaves and Merchandizes

Honble

Houses, Lands, and Tenements, and which Ought not to come before this
Honble Court a Commission of Sixty per Cent was to be by the said Henry
Alexander Allowed Your Orator and Subsequent all Sums to be Allowed
by Suit in this Honble Court, Your Orator was to look to the Fees of Court
as the Recompence for his Trouble, this being perfectly Understood
both by Your Orator and the said Henry Alexander, who had at this
time Retained Mr. Henry Dundas as his Attorney at Law, Your Orator
immediately undertook the Business, and at the Special Instance
and Request of the said Henry Alexander, Your Orator did in the Month
of May and the Year 1783 Apply unto the Administrator Nathaniel
Barlow and also to his then Attorneys Messrs. Jones, Johnson and
Peter Walker of Fort Saint George Gentlemen, and Assisted at Many
Meetings, and Attendances with the Said parties, Your Orator finding
the Estate Insolvent, at Which the Demand and Sanction was to carry,
Which Your Orator Sheweth Rose on the Death of the said Dawson and
Drake for Thirty Seven Thousand and Seven hundred Pagodas with
Seven per Cent per Annum payable in England the Principal at the
Expiration of Five Years and the Interest of Seven per Cent Annually
thereupon which Your Orator Sheweth he happily Effected, though with
Much Trouble and Attendance of Five Years for Seven per Cent per Annum to be Computed
from the day of the Date of the last payment of Seven per Cent, more
upon the Equity of the Business than the Letter of the Law making
a Difference of Interest in favor the said Henry Alexander of Fifteen
Thousand Seven hundred and Fifty Pagodas at the Rate of Seven per
Cent per Annum from February 1780 Your Orator further Sheweth
that immediately upon and after the Request of the said Henry Alexander
he entered into Agreement with the said Administrator Nathaniel Barlow
and his said Agents for payment of the Balance of the Account
Current Drawn out by Your Orator as between the said Henry Alexan-
der and the Estate of the late Dawson and Drake, whereupon Offers and

and Proposals were made by the said Attorneys of the said Nathaniel
Barlow the Administrator to Your Orator, as the Agent of the said Henry
Alexander, and which Your Orator Submitted to the Consideration of
the said Henry Alexander, who on the part and behalf of himself and
Partners of the Adjusting and Settling of the said Offered Proposals to the
discretion of Your Orator, which Your Orator Sheweth he Adjusted
Apparently to the Satisfaction of the said Henry Alexander and his
Friends as by the said Transaction Your Orator Sheweth, took upon
during these Laborious Transactions, Your Orator Sheweth, Repeated
Assurances of being paid Pursuant to Promise and Undertaking were
Made to Your Orator by the said Henry Alexander, from time to time to
Gentlemen of the said Henry Alexander Your Orator Sheweth, he has
not, to this Present day of Setting the Bill of Complaint Received One Pagoda,
or any Sum of Money whatever upon this Account Your Orator further
Sheweth he has Laid out and Expended Considerable Sums in the Management
of the Business Having thereby Received the Money Goods
Houses and Lands to the Amount and Value of Thirty Seven Thousand
Nine hundred and Two Pagodas as January and Fifty four Cash
Besides the Difference of Interest, as aforesaid which to this Time Your Orator
Charges a Commission of Seven per Cent as agreed upon and which he
to be Insufficient Recompence of Your Orator's Time and Trouble Your
Orator further Sheweth that the said Henry Alexander
or any Reward Having all this Time from the said Henry Alexander,
Your Orator further Sheweth he had after having Arranged the said
Concerns and the said Balance Appearing in favor of the said
Henry Alexander, and which is Your Orator and being Advised and
by any Means whatsoever Includes Him and in every Article of Your
Orator made use of for Recovery which Has Rendered Your Orator Incapable
said Henry Alexander growing Haughty and Elated Your Orator

to Prayer and filed a Bill of Complaint in this Honble Court against the Executrix of the said Nathaniel Barlow to compel Payment of said Balance, which after much Altercation was done, and brought as against the Administrator Nathaniel Barlow and his Attorney When occasioned the parties to come to an Accommodation; but When by reason Unaccountable Unwillingness of the said Henry Alexander was hindered ineffectual for the Time, and afterwards another Accommodation between the said parties took place and Indented Writing, and again Your Orator shewed Unto another Dispute for Unaccountable as the former arose, and a second Suit was instituted And soon after an amicable Settlement took place by and between Your Orator for Account of the said Henry Alexander and the aforesaid Nathaniel Barlow, Your Orator further Shewe Unto your Disputes and Differences again arose between the said Henry Alexander and the said Nathaniel Barlow the Administrator, and Your Orator was instructed by the said Henry Alexander to prepare and file another Bill of Complaint against the said Nathaniel Barlow upon the special Circumstances of the Case to compel Him to a final Settlement of the Account & will the payment of the Balance thereof in which he was included Your Orator seen for the several Sums Carried on against the said Nathaniel Barlow and his Agreement Dated 21st December 1785 with Security for three Times the Sum for the payment thereof with Interest at Twelve per Centum Twelve Months after which Your Orator Shewed to be effected without Incurring the least Loss or Reward from the said Henry Alexander, Your Orator further Shewe Unto that during the Course of these Transactions, both before and since Recompence of any Kind has been made to Your Orator, but every dutiful Endeavour used Unto by the said Henry Alexander to obtain from Your Orator every Deed, Instrument, Article or Thing that Your Orator procured for the

said Henry Alexander, and whilst Your Orator gave up to him upon his Application, Your Orator further Shewe Unto that finally Settled all the said Henry Alexander demands on the said Nathaniel Barlow as Administrator in a manner as aforementioned, Your Orator made out his Bill of Agency &c. Copy of which is hereto Annexed, and he the said Your Orator prays may be taken as part and Parcel of this Your Orators Bill of Complaint, Your Orator shewth unto the said Henry Alexander a Letter under date the 28th December last as hereunto Annexed, and he the said Your Orator prays may be taken as part and Copy of which is hereto Annexed for the more perfection of this Honble Court, and he the said Your Orator prays may be taken as part and Parcel of this Your Orators Bill of Complaint, to this said Letter and Address, Your Orator received an Answer in Writing to the same Purport and Effect, as set forth in the Copy hereto Annexed & made said Answer, which Your Orator prays to be deemed, and taken as part and Parcel of this Your Orators Bill of Complaint may be taken as part and Parcel of this Your Orators Bill of Complaint, Your Orator further Shewe Unto that the said Henry Alexander in a friendly manner to under the said Henry Alexander & Your Promise and Undertakings by him made to Your Orator Your Orator looked satisfied will being paid his Agency

But now so it is, and may it please this Honble Court the said Henry Alexander Combining & confederating with divers other Persons unknown to give Your Orator any manner of Satisfaction touching the Premises Your Orator most graciously & generally to this Honble Court shall & will appear & make full & perfect Discovery Concealment & the said Henry Alexander Combining & confederating as aforesaid may appear to this Honble Court & the said Henry Alexander Maybe all and singular the said Matters and things to come before Sessions and Allegedge full & perfect Answer to all & singular the Premises as fully & particularly in every thing as if the same were hereunto repeated and interrogated

Particularly

Particularly Interrogated and Has Him may be Decreed to pay unto
Your Orator His aforesaid Sum of One Thousand Eight Hundred &
fifty Star Pagodas four Fanams and Sixteen Cash, with His Allowed
Interest as now Due or shall Hereafter become Due thereon & also the
Costs of this Suit

Wherefore Pleases this Honble Court to Cause His said
Henry Alexander to be Summoned and Required by the Sheriff of
Fort Saint George Town of Madraspatnam and this District
Hereof Personally to be and Appear before this Honble Court at a
Certain Time and place to be by this Honble Court prescribed and
Appointed Then and There to Stand to and Abide by such Order
Decree Therein as to this Honble Court shall Seem Meet

Chas Bromley
Atty Complainant

21st July 1786

This Bill was Received Sworn to before me
the Day of Acknowledgment of the Summons
issue Returnable Usual Hour Day

Robt Ewing
Mayor

Henry Alexander Esqr

Pray Consideration of my Advice and Opinion
and in further Consideration of my Trouble and Attendance by
Visiting and Answering Sundry Letters together with the frequent
Meetings and Applications to and with the Administrator and
his Representatives, to the Estate and Effects of the late Dawson
Drake Esqr respecting Your Demands thereon Estate and with
Regard to Your Settling Discretion and Management as the most
Eligible Plan of Securing the Payment of Your Bond for the Principal

Principal being Star Pagodas 37500 — so as aforesaid
which the Bond reciteth to Carry Interest at 5 p Cent p Annum only and by me
Medwin Administrator Deceased by a Note Judicial Interest at 12 p Cent
p Annum in Consideration of such Security as aforesaid
cations, Writings and Meetings were held and Executed and
last by me by Accompanied with the Attorneys of the Administrator
Mr Nathaniel Barlow, His Interest being to Settle the
Basis to any further Agreement respecting the Payment of the
said Bond Sundry Attendances with You and Answerings with
His said Representatives of the Administrator took place and were
had and held between all Quarters upon the Subject of the payment
Which then the part of His said Representatives was Resisted by
Compelled with Reasonable Letters Receive Execution
from You to prosecute Suit against Bill Complaint
Against the Administrator and his Attorneys to carry Court
immediate Payment, against the said Estate Attorneys
Proceedings was incessantly urged with Letters Letters sent
Because I doubted if the Court would allow You 12 p Cent p
Annum considering the Doubtful Situation of the late Mr
Drake's Affairs, & insufficient to pay the Creditors and more
Especially as there was a Decree against the Deceased in the
Supreme for upwards of Thirty Thousand Star Pagodas which
if pleaded by the Administrator would have prevented You
from getting any Satisfaction for many Years, as no Decree
should have been first paid for Assets Effects came to the
Hands of the Administrator in this Country Hands according to Law,
and by the Administrator in this Country the Decree should
His Knowledge and many other Circumstances Letters
to You in Duce Time to prevent Loss Grievances for Which Costs into
Suit Prosecuted as by the Attorneys of the Administrator and
Effects

Offer, in preference to Your bringing a Bill of Complaint into the Court, for the whole Sum due to You from the Estate, as there are Many Obstacles to your getting a final Decree, and more particularly as You well Know had You filed a Bill of Complaint at this time it would deave Eased the whole of the Creditors to Your Prejudice and it being Your desire that You should Accelerate the payment of Your Bond by every means I could devise I recommended You to get from the Administrator and his Representatives what We could by the pursuing of their Effects and Accepting of Securities of Demands as were Credits of the Deceased and Assets from the Hands of the Administrators and Carry that Sum and there off the Credit of the Bond, and in case of any Balance due to You, then to prefer a Bill of Complaint against the Estate, and to Sell to You for and in lieu of the Purchase of Your Personal Estate and other Effects as were offered by the Representatives of the said Administrator being Management and Collection to My property of the said Effects and the Sum of the Value, a Note which I took upon my Leave from the Month of January 1783 to the latter End of February 1784 being One Continued Round of Altercations to obtain Writings and Securities from them by reason of Embarrassment in my own Business, and Loss of Time occasioned by my Non Attendance to their Affairs of other People, who Applied to me for Assistance that in Consequence of their my Management, You became in Many by Bills upon Bengal, Houses, Lands, and other Effects to the Amount, Quantity, and Quality as there do Annual the Value there of after certain Sums and Conditions were Entered into and Adjusted (being first Settled and Signed by me as to my Share being taken up and Perusing the Late Mr. Drake's Books Accounts and making Statements and Writings as a Clue to many Struggles in his Negotiations and Drawings and that Account particularly so that I deemed and Beneficial Days Advantageous for You to take up

Part

Part payment of Your Demand on the said Deceased's Estate, that Valuable Commissions Vouchers on this Occasion and Discovery of several Evil Practices there of - Here several Transactions were had and Many previous to any Suit being brought on the part of Henry Alexander against the Administrator or the Attorneys in the Honble the Mayors Court and of Course Bills & Rejoinders part of the Proceedings that were to be introduced by You for the Balance of Your Account to which Amounted only to the Sum of Pagodas 6416 : 32 : 40 for which I procured You a Security for three times the Sum, this to be observed that during these Transactions many Suits by the several Creditors of the said Deceased Dawsons Drake against the Administrator and their Attorneys were then Agitation and some Suits actually filed and Agreements to Extend Bonds with Many, Some on Account of the Attorneys to the Administrator, to confess Judgment and to suffer Judgment to go by Default, thereby giving a Priority of Payment to Simple Creditors to Your Prejudice, particularly a Bill of Complaint actually brought into Court to be preferred by James Hooly against the said Estate for Pagodas 18000. and upwards, the being entered a Simple Creditor upon an Account stated all of which I fortunately found and by a great Expence was saved to You, as in my Last Letter to You I informed You and procured, which by a Petition filed must have been by our Attorney Hoare by way of Petition and Motion to take place and Secure Your Priority as a Specialty Creditor, by this my Attendance to Your Concerns over Business and Consequences as usual with the Attorneys to the Administrator and Consequence of their Delays in Your Demand on the Estate, in your Favour I have Secured the whole of Your Demand as the Estate, in preference to all the Specialty Creditors and Bond Debts also the simple Creditors of the said Deceased Dawsons Drake who have Exhibited their Bills of Complaint and obtained Judgments by Confession or Default, after many fruitless Struggles and Attempts to Evade the Payment of Your Debt, in Consideration of this my Trouble and Attendance and in Consequence of Your Concurrence and Acceding to my Agreement to Accept Securities for any Bonds Judgments or Arrears of Interest

Part

Purchases of Houses, Goods, and Effects previous to the Passing of the Bill of Complaint and the Months of February 1784. Statement of Pardas of the Differences of Interest of said Purchases and Loans for being Pr 3 7902 6 32 ---------- is Star Pagodas 1895 4 4

Fort St George
17th December 1785

Errors Excepted Chas Bromley
Chas Bromley
Att'y Complainant

A List of Sundries as Adjusted and Settled by Mr Charles Brom for Account of Henry Alexander and also the Sum made over by the Mess of Nathaniel Barlow Admin'r to the Estate and Effects of Dawsonne Drake Esqr and in part payment of Dawsonne Drake's Bond to Henry Alexander

a Bond of Doctor Storey for ---------- 4776 23 62
Mr Antoine Debruyas Mortgage ---------- 8932 21 70
Major Lewis Smith's Bills of Exchange ---------- 1074 3 "
Ditto Bills of Exchange on Mr Johnson at Calcutta for ---------- 1923 " "
Amount Purchases of Quantity of Silver & Gold Filligree ---------- 1869 " "
Amount Purchases of House & Gardens at the Luze ---------- 8000 " "
Star Pagodas ---------- 37902 6 32

Mr Commission Charged upon the Effects & Interest

House and Gardens at the Luze
Offered at Star Pagodas 13061 - -
Purchased at ---------- 8000 - -
Filligree Work offered at
Star Pagodas ---------- 6000 - -
Purchased by Appraisement ---------- 1869 - -
Star Pagodas ---------- 21061 - - 12869 " "

Fort St George March 31st 1786 Gentlemen Upon Recording the Houses at the Luze and the Filligree Work, Notes and Bonds, Bills, Mortgages and Promissory Notes we have made over to Henry Alexander

Chas Bromley
Att'y Compl't

Chas Bromley

To
Major Henry Alexander
Dear Sir

Herewith I send you my Bill of Agency for my Trouble and Advice soliciting Your Concerns with the Estate of the late Dawsonne Drake, the Commissions arising on the Amount Purchases, Transfers, and Remittances, Wages, Your will Charges and Objections to, as Inspected Stat Pags 1895 4 4 One Thousand Pounds for my Extraordinary Trouble in Securing Your property beyond the Expectation of Your Friends as I was with great Truth Say that I have acted throughout Consulted my Own Interest as a Lawyer, but have acted throughout With the greatest Liberality of Sentiments towards Your Interest Entirely as Your promises of Rewarding me as Liberal Public like to this Ray has and been complied with, which did induce me to charge Commission & Brokerage Fees as I have in my Trouble and Advice Many Times fact I do not Consider adequate to the Merit I have and Encouragement I had Charge Paid and Appplied to Your Concerns - You may perceive I have Charged Commission on the Amount Principal and Interest Arisen on Your Bond, but only on the Sums I procured for You by Bills Purchases and Transfers which took me up wards of Two Months to Negotiate and Account of which I received no Fees or Reward Notwithstanding - Stated Your Total the beginning of Our Business that I should Charge 3 Per Cent and all Sums that I should Negotiate for You that did not come before the Court - Having specifically Charged the Commissions to the Estate of the late Mr Drake pecuniarily for Business out of Court, for I must remark to You, that I had procured the Estate Your first proceeded by me suffering Bills of Complaint for the sale of Your Demand I verily believe You would not have had the Allowance of Interest at the Rate of 12 P Cent & Annum on Your Bond which I Carried

Carried Over by 3.ª Ind.ª Summons per do. Believe You would have
procured One Pagoda's Worth Cash or Effects in my preference to the Rest of my
Creditors, who are to this Day, Creditors Unsatisfied upon Bonds or
other Specialties. Learn'd Sir, You that in Case the Administrators
his Representatives had any Legacy due, I should have been justly
intitled to Receive Under the Same, to pay You One Cash in preference to
other Creditors of an Equal Degree, more Especially as there is a
Judgment Creditor to the Amount of Thirty Thousand Star Pagodas
Pagodas 30,000 — & Unsatisfied Have before Apprized You of these
my Sentiments will Remain as Above during the carrying on of Your
Business, previous to Your Law Suits, and therefore Intended to accept
Late Mountany more

Fort St. George
28th December 1785

I am with
Dear Sir
Your very Obedient Humble Servant
Signed Chas. Bromley

A true Copy
Chas. Bromley
Atty Complainant

Fort St. George
28th Dec.r 1785

Dear Sir

I Received a Letter with the Memorandum now in Charging
an Commission on what is Received from the Estate of Mr. Drake You
are Pleased to say that You informed me that You would do, what
Ledge You did but not before You Received 518 Pags Commission for
Arresting Charles Drake and a Transfer of Doctor Davis Bond &
Certainly must be Very Hard if I am Obliged to Borrow more Money
to Satisfy You, as I am Sure Your Whole Bill a Cubic Yard
for Which I Paid to You and what I am to Receive I Remain

Dear Sir

Very Gardenier Claimed, wait with Patience & I Doubt not but Money
Rise from the Estate And You will Oblige

Dear Sir,

To Charles Bromley Esqr.

Your &c.a
Signed Henry Alexander

A true Copy
Chas. Bromley
Atty Complt.

Filed this 9th Sept.r 1786

The Answer of Henry Alexander
of Madras Esquire Defendant to the
Bill of Complaint of Charles Bromley
of Fort St. George Gentleman
Complainant

This Defendant Now and at all Times hereafter
saving and reserving to himself all and all Manner of Benefit and
Advantage of Exception to the many Uncertainties Insufficiencies and
Imperfections in the said Complainant's Bill of Complaint contained
for Answer thereunto or unto so much thereof as this Defendant is Advised
is any ways Material for him to make Answer unto he this Defendant
Answering thereto Saith that he cannot admit or deny the Complai-
-nant's Allegation of One Thousand Eight Hundred and Seventy Pagodas four
Fanams and Sixteen Cashes as in the said Bill of Complaint is
Complainant further in said Bill of Complaint charged by the
of Money Audited Answer Demanded this Defendant Saith that he did
Administer as in the said Bill of Complaint and for his Defence
and Discovery sometime in or about the Month of June or July and
Notice the Month of May One Thousand Seven Hundred and Eighty
Three but not Punctually concerning his Administration of the Estate of
Dawson and Drake late of Fort St. George Esquire deceased and this

Defendant

Defendant to the Bill of his Incumbrance the said Defendant Adviseth with the Complainant to prevent till some time afterwards, But that the having been employed the Complainant upon the Affairs of Jamaica and Lately upon the said Business the Ministry as an Attorney of this Honble Court to recover for him a Sum of Money owing unto this Defendant by Charles Darke of Madras Merchant, and this was not till after words the said Complainant employed the said Defendant in the said Demand upon the said Estate of Dawsonne Drake, but this Defendant doth deny that he employed the said Complainant therein in any other Capacity than that as an Attorney of this Honble Court. And also that by Letter dated the 13th of January 1708 he wrote to any Condition to allow the Complainant a Commission of five per Centum upon all Sums of Money which should be recovered by the Complainant from the Administrator or the Representatives of the Estate of the said Dawsonne Drake, as well upon the Account of Effects for Monies transferred which in Goods Merchandize as Houses Lands and Tenements and this Defendant believes to be true as this Honble Court. And this Defendant saith that the Complainant hath not performed the Articles and Agreement in the Bill mentioned to be by him performed that this Defendant did undertake and did bring the said Suit for the Complainant, which was a Debt of Nine hundred Pounds and upwards due from England to Leeward Islands the Estate by any other means than Suit or by undertaking to pay and Nath Lord Harcourt Merchandize House Lands and Tenements and the Complainant charging that he did recover a Great Many pounds for Mr Lewis Notwithstanding this Defendant did by the Advice of the Complainant delay commencing and Retarding the first Suit to the said Estate of Dawsonne Drake, and that he had also Taken several things upon the Complainants Account since and that it was difficult thereby to make Private Negotiations with the Estate which have been productive of greater Advantage to the Complainant than to this Defendant since the different Laws suits to recover

there from it cannot therefore be supposed that this Defendant intended to encumber him with so doubtfull & Tedious an Affair and greatly Injured Estate which he brought upon him many Troubles and difficulties which did turn to the Ruin of the Complainant to have Advised him from and that this Defendant Saith that the Assertions of the Complainant that this Defendant had at this time retained Mr Henry Du Puy as his Attorney at Law in the Island of Nevis Defendant to oppose the said Complainant because this Defendant said that he had retained the said Henry Du Puy in his Affairs before he ever opposed him nor is the said Henry Du Puy subject to this Complainant and he this Defendant only did because the said Henry Du Puy did not Declare that he was engaged from forever to retain from the said Charles Darke or any other Debtors to the Estate to commence any Action against him And that this Defendant did Receive and Recover Diverse Debts against the said Charles Darke and this Defendant did not Retain the said Complainant and does believe that the said Henry Du Puy in his Office could Advise against any of the said Complainant as this Defendant so against the said Henry Du Puy as the Attorney at Law and the Complainant as this Defendant so against the said Complainant for the purpose of better coloring his Answer and denies that this Complainant is Very untrue because the Complainant was never his Legal but his Attorney at Law only. And this Defendant saith that he did not Acknowledge that this Defendant settled this Accounts of the Complainant and that this Defendant owes the Complainant so much as he demands and that the said Charles Darke gave this Defendant a Bond from Nevis to this said Charles Darke to this Defendant for the Sum of Three Hundred and fifty One Pounds Eighteen Shillings and Seven Pence Current Money of Nevis dated the Second Day of August in the Eleventh Year of Our Lord Queen Anne and the Beginning of this present Year of Our Lord One Thousand Seven Hundred and Eighty Six the said Complainant and Henry Du Puy as the Attorney at Law and the Complainant as this Defendant so against the said Complainant for the purpose of better coloring his Answer and denies that this Complainant is Very untrue because the Complainant was never his Legal but his Attorney at Law only. And this Defendant saith that he did not Acknowledge that this Defendant settled this Accounts of the Complainant and that this Defendant owes the Complainant so much as he demands and that the said Charles Darke gave this Defendant a Bond from Nevis to this said Charles Darke to this Defendant for the Sum of Three Hundred and fifty One Pounds Eighteen Shillings and Seven Pence Current Money of Nevis dated the Second Day of August in the Eleventh Year of Our Lord Queen Anne

Seven-

Seven Hundred and Eighty Three pe which said Sum of Three Hundred and Eighty Three pe which said Sum of Three Hundred and fifty One Pagodas and eight fanams was paid by the said Charles Darke and the said Complainant part thereof being due to him on Account of Fees, and the Remainder being the Sum of One Hundred and Sixty Eight Pagodas was Retained by the Complainant for this Defendant Add Suppose for Account of Retainer and such be incurred in future And this Defendant sheweth that Subsequent to, & before the twenty fifth August in the same Year filed a Bill of Complaint against the said Thomas Davis for the Recovery of Sum of Money Bond so Pretended to be Assigned by the said Charles Darke, and Discharge of the Debt due to this Defendant in the Manner aforesaid. And this Defendant further sheweth that the said Thomas Davis Replication and Answer unto the said Bill, which was prosecuted Nine of the Usual Proceedings of the Law in this Honble Court unto a Decree which this Honble Court were pleased to grant in favor of this Defendant in the Case, when from the said Thomas Davis Replication but Did afterwards wilfully draw his appeal upon Consideration of this Defendant paying him the Sum of Three Pagodas to pay the Amount the Debt Interest and Costs included, for which the said Thomas Davis executed a Bond unto this Defendant on the Eighth Day of July One Thousand Seven Hundred and Eighty four, wherein the said Thomas Davis did Mortgage a House and Garden situate in Cuddalore the Title Deeds whereof were delivered unto the said Complainant And tho' this the said Complainant did absolutely refuse to deliver unto this Defendant unless he this Defendant would allow and pay him a Commission of Five per Cent upon the Sum for or Assignment of the said Thomas Davis's Bond from Charles Darke being for Five and Three Hundred and Seventy One Pagodas, in which Sum this Defendant did Justly & Equitably Consider himself Entitled to

of the Custom and Course of the Law and Justly by the Complainant Absolutely Insisting upon the same to be this Right and this Defendant Refusal to deliver up the Title Deeds without that this Defendant Would pay him the Sum of Five Hundred and Eighteen Pagodas and Thirty Fanams, his Charge & Commission on the Sum of Four Thousand Three Hundred and Seventy One Pagodas, And a further Sum of Five Hundred and Twenty eight Pagodas and Eighteen Fanams the Account of Interest included in the said Bond from the said Thomas Davis, And upon such other Account or consideration

And this Defendant Avers that the Question of Interest was the first, but that it was the last that was in Dispute between the said Administrator of the Estate of the said Dawson and Drake Account but that the same was of that Intricacy as the Complainant found it to be the same Appear, this Defendant Never having understood any Same Appear, this Defendant Never having understood any but that the Administrator was bound to pay him Interest on the Sum Interest, as the said Dawson and Drake in the Settlement and this Administrator after his Account had Failed in fulfilling his Contract, by equal paying the said Bond Charges that this Defendant Sir William Rumbold was a Law Suit thereon against the Administrator Sir William Rumbold to Recover of Interest Interest so Recovered of this Defendant to Account of the Ballance of Account this and give this Defendant a Bond for the Ballance of Account this which this included Two Sums of Three Hundred and Forty Six Pagodas and Nearly two Fanams, and Three Hundred and Forty Six Pagodas and eighteen Fanams for the Complainant to charge for Commission, which Sum of One Thousand Five Hundred and Seventy Pagodas Sir William Rumbold did Recover from the Complainant Commissions upon Sums which should be Recovered from the Estate of the said Dawson and Drake and this Defendant did Always urge the Commencement of such Debt against the Administrator

Administrator, which Dft the Complainant had Reason to Hope
believes, he should have reason to be More Substantial Handsome
Liquidation with the Administrator than he has, because
Ultimate and final Settlement with him was only Obtained
by Mandamus The Amount of this Defendants Action thereby
being the Sum of Six Thousand and Four hundred Pagodas and
Upwards instead of as usual Ballance was prohended by the Comp
ant. And this Defendant Saith that the Administrator Refused
a Decree against the Estate during his Life time to the Action of this
Defendant to knowledge, which were carried on by many others
Complainants Apprehension Therefore that Suit was Likewise
of said Action being Originally brought against him were grounds of
Such Suit many Decrees have been Obtained against the Estate without any
difficulty or Litigation And this Defendant doth verily believe that any
others Owning to the Demands of the Complainant, Hereby Incouraged
meaning and Action against the Estate, that this Defendant was
Obliged to call a Council of the Administrator of the Estate for the Sum of
Seven Thousand and Nine hundred and two Pagodas Six Fanams and Fifty
Cash of the Said Agreement Entered into and Signed by the Said Parties
to this Honble Court, And that this Defendant has Likewise for some
Settling such of this Defendant concerns as generally understood be
Creditors of the Estate, that he hath by Many Years
been involved in Law Suits, which he had not properly to do with, and
all which might have been avoided by one Suit against the Administ
rator. And this Defendant Saith that upon the Supposition of said
Agency having been granted which this Defendant doth absolutely
deny that he ever did the Complainant in this Case authorized to
Make any such Charge, because such matter Appears from the Documents
which this Defendant believe have been produced upon the Estate, that the Comp
ant Has had a Credit to his own Advantage rather than to this
Defendants

Defendants Advantage for all this the Complainant has endeavoured to
shew in his Bill that the Sum of Thirty Seven Thousand Nine hundred
and Two Pagodas Six Fanams and Twenty three Cash he has been absolutely
Realized and Made so by the Complainant. By Means, this Defendant
Prays to shew the Real situation of the Debts and Effects Received by
him and just Payment of the Debts and the Estate

Pags. F. C.
5776. 23. 62.

The Debts of Doctor Story for - - - - - - - - - - - - - -

This Defendant did Shew Some Passage and Receipt
and that he Received the different Sums as he shall
be enjoined Direct upon the Receiving Advice or
Assistance of the Complainant

Mr. Antonio de Souza's Bond - - - - - - - - - - 8932. 26. 70.

This Defendant Saith that the Sum is so far from
being liquidated that the Same is an Obligation
before his Majesty in Council And this Defendant
saith paid the Complainant for Fees in the diffe
rent Courts exclusive of Register Fees and Office
Fees the Sum of S.P. 1733. 6. 68. -

A Bill of Exchange on Mr. Samuel
Robinson at Calcutta - - - - - - - - - - - - - - - - 1923. - -

This Defendant did receive the Same knowing
upon an Offer made him by the Representatives
of the Estate, and did Shew Same to Calcutta
and has already paid Commission agency thereon - - - - - 1896. - -

Amount of Pillagree Book - - - - - - - - - - - - - - -

This Defendant did in pursuance of Receipt from the
Representatives of the Estate and did shew Same
to Calcutta where he paid Customs and diffe
rent Charges thereon and Thereupon became Ob
ged about the Amount of the Merchandize

or

or thereabouts and there it shall then remain and back
to Madras.

Hon.ble and Gardens at the Luz ---------- 200.

This Defendant did accept the same in part
payment of the debt due to the Complainant and
upon his Assurance and Warranty of the goodness
and clearness of the Title to the House and Garden
except the same Ground detached from the Garden
which this Defendant did then tell Mr Brown was
not clear, and the greater part of which said
detached Ground this Defendant has ever by his
own Means at great Trouble and Expence got
Confirmed to him by Government But this
Defendant never had any Knowledge or belief
of the Garden whereon the House was built
having any Claim, but that the same was
free and unincumbered to the best of Confidence
This Defendant did take down the old House
and has erected a New One at the Expence of
near P.2000 ~ which this Defendant submits
that he has applied for a Bill of Sale of the
said House and Ground upon the Title Deeds
drawn by the Complainant, which he has the
Notwithstable to obtain by Reason of the Heavy
Claims made upon the Garden, for which this
Defendant has been harassed by Petitions and
Expences and Trouble to Government which remain
undetermined And this Defendant is now
actually upon a Tour and with the Law Suit pending
has gone for the said Garden Notes the Balance
being what the Complainant has Received by
Charge thereon Government for and upon the Loan
of P.8000 ~ which sum and the Interest thereof

did

did also require of this Defendant to retain him
to Defend his Right thereto. ~

Major Lewis Lewis's Bill of Exchange
at Calcutta ---------- 1074. 3. -

This Defendant said that the same was entirely
a Negotiation between him and Mr Peter Walker
the Attorney of the Administrator, who endorsed
the same over to this Defendant in part payment,
which this Defendant did send to Calcutta for
Payment, but was afterwards returned protested,
And this Defendant in consequence thereof did
Commence an Action against the said Peter
Walker by the name of Charles Brownley his
Attorney who received this fee thereon, and this
Defendant did thereupon shew to the Bearer of the Bill
a Letter of Attorney from the said Peter Walker, and this Defendant
said that the Amount of the Complainant's Debt
was P.38 ~ which he therefore claimed
given by the said Peter Walker. ~

From which Circumstances it appears that the Complainant
Must have and have had considerable Advantages over the Defendant
and Relief against which Mr Parkins
Difficulties has by combining the Defendant
Mr Lewis against and being employed by Mr Parkins
and Gardens at the Luz Engaged and still by Mr Parkins
Law Suits and this was the Complainant's Object to have
said Defendant's Estate sold and the Proceeds
and Interest of the same applied in Payment of
Commissioned

(1512)

Commenced an Action against the Estate because he believes the
Person had at that time made their Claims in publick Court,
consequently they were in every Reason to believe that nothing
Possessed Interest of this property or any other property under a Deed
which would have been better than to have made a private Charge
With the Administrator or his Representatives since, and this Defend-
ant further observed that the Accounts of his Accounts were
duly finally closed and settled by an Action in this Honble Court
Against the Administrator, who did Account to the demand and
gave this Defendant a Bond with Security for the Balance in that
Were included the Complainants Fees, the Complainant therefore
Petitioning and pretending that he had not received any thing on
Account of the Estate by way of Favour now are because the said Credit
for the aforesaid Sum of three Hundred and forty two Pagodas and
Thirty two Fanams and three Hundred and forty six Pagodas and
Eighteen Fanams in the said Bond for his Fees is a Fraud and good
Pagoes and Consideration and Evidence touching of the same there
Marks as a Voluntary Act and Deed

This Defendant further Alleges to the Demand
of the said James Hooley obtained against the Administrator for
Eighteen Thousand Pagodas the Account was posterior by two
Years to that which Bond every Person is liable by this Defendant would
have Obtained against him in Case the Complainant had brought
and Action as the Account commenced of this Application to him for
that purpose this Defendant Says that the said James Hooley a
Creditor and upon Security by his Bond and Value for the
Amount of this Demand was Undoubtedly his Effects to discharge
the same and had there been Arrangements Alleges thereby

And this Defendant Says that he had he Letters Bond
that it was his Intention to have rewarded the Complainant for

for any extraordinary Trouble Attending his Affairs, but that
Whatever Trouble the Complainant may pretend he has taken,
this Defendant Says that the Pleading Reasons be with that was to
favorable Intentions, the Complainant is Embarrassed in shewing diverse
Management in Law Suits, And this Defendant Says that by the Letter of the
Complainant he has Annexed a Copy to his Bill of Complaint the
Answer this Defendant Says that he Engaged to the Complainant
said Trouble and Advice because this Defendant had not Rewarded him
and this Defendant Says that his Sentiments are fully explained
in this Letter and Answer to the Complainants

This Defendant with the foregoing Matter and the Account
Adjoining which he prays to be Admitted as part of this his
Answer he prays to Refer unto this Honble Court

Wherefore this Defendant
Ready and Willing to aver maintain and prove as this Honble
Court shall direct and humbly prays to be hence dismissed
With his Reasonable Cost and Charges in this behalf most wrongfully
sustained

Henry Alexander

Sworn in Court
this 4th Sept. 1786

James Taylor
Regr

Wm Dudley
this Defendant

Dr Charles Bromley in Account Current with Major Henry Alexander

	To Cash paid being for Bills of Fees in the Mayors Court and Court of Appeals in a Suit against Doctor Thomas Davies for the Recovery of this Bond Assigned over to me by Charles Darke in payment of this Debt Interest thereon and of such Fees incurred in the said Doctor Thomas Davies Mortgage Bond Dated 8th September 1784 payable in 3 Years	528.18.			
	To Cash paid for Commissions upon £ 1037.16. thereof the aforesaid Mortgage Bond the Title Deeds whereof I refused to deliver until so paid You thereon	518.23.			
		1046.41.	1785 April	15th	By Amount of Bills of Fees in Suit against the Administrators in Lieu of this Bond £ 312.32. Fees not Recovered 346.18.
	To Cash paid the following Sums on Account of a Suit against Mr Antonio de Souza for Recovery of this Bond Assigned over to me by the Administrators of Dawsons Deceased Drake Recovered £ 1012.. Commissions of Note thereof for Chas Darke 168.25. Rec'd June 1784 50.. Amount of Costs on Note thereof 367.21.10.	1681.7.			By Ditto
1784 July	18th Cash Received from Mr Peter Walker	250..			
		2983..			
	To Bond from the Administrators of Dawsons Deceased Drake Their Interest thereon £ 348.32.. To Do 346.18..	694.50..			

For Geo. 18th Sept. Henry Alexander

By Fees in the Mayors Court and Court of Appeals in a Suit Commenced against Doctor Thomas Davies upon his Bond Assigned over to me by Mr Charles Darke	528.18..	
By Fees in the Mayors Court and Court of Appeals and to the Ringing Council upon the Assignments of Mr Antonio de Souza Bond by the Administrators of the Estate of Dawsons Deceased Drake the Fees of Office being paid by me	1733.6.68.	
	2261.24.68.	
By Your Fees in the Suit on Mr Walkers Bond Sued	50..	
By Amount of Bills of Fees in Suit against the Administrators in Lieu of this Bond £ 312.32. Fees not Recovered 346.18.		
By Ditto	694.50..	
	2311.24.68.	

Filed the 15th November 1786

The Replication of Charles Brom of Fort Saint George Gentleman Complainant to the Answer of Henry Alexander Shaw Esquire Defendant

The said Replicant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the many Errors, Untruths, Uncertainties and Insufficiencies in the Defendants said Answer contained for Replication thereunto saith that all and every the Matters and things in and by his said Bill of Complaint are true certain and sufficient in the Law to be answered unto, in such manner as the same are therein and thereby set forth and alledged, and that the said Answer of the said Defendant is very Untrue, and Evasive and insufficient in the Law for this Replicant to make any further or other Replication thereunto to, And for further Replication the said Replicant says, that the Defendant upon Examination and Due Consideration of the Matters and things in the said Bill of Complaint and in the said Answer contained, ought to account with and pay unto this Replicant the Sum of 1850 Star Pagodas as the Amount of his Agency for the Lease and Allowances and Negociating and Obtaining of the Defendants Settling and Adjusting the Accounts between and with Nathaniel Barlow the Administrator to the Estate and Effects of the late Dawson Drake Esquire and the said Nathaniel Barlow Attorney and Representative of the said Nathaniel Barlow, and also for the Labour pains and trouble that the Replicant took and had in the Transfer and Purchase of many of the Estate and Effects of the said Dawson Drake as the Defendant and the said Nathaniel Barlow and his said Attorneys and Representatives could have agreed upon, being Business of a Judicial Nature and Importance before a Court of Justice and Negotiations and Transactions touching the same of Long Standing and Intricacy which took place between the Replicant and the Defendant and the said

of

Judicial Tribunals to the Entire Satisfaction and Approbation of the Replicant and his Friends the Replicant further says that having settled the Consideration due for his Trouble to the Replicant as far as Circumstantially he could Ascertain the same he the said Replicant and his said Representatives and Attorney Mark with the Administrator and his said Representatives and Attorney Jacob his Endeavours to obtain a more Favourable and Lenient Settlement of the Allowance of Interest at 12 per Cent per Annum first by bringing it down to the Allowance of Interest at 9 per Cent per Annum instead of 12 per Cent per Annum as the Bond specified, this being first Established by the Defendant and his Friends to be a great Point gained and Established by the Defendant and his Friends to be a great Point gained and which the Replicant Asserts that he Authority of the Law Regards can be produced for there are Executors and Administrators to be Charged Accordingly as Judged by Law against the Effects of the Deceased, a large sum Eight Thousand Star Pagodas of the Interest Estimated to be due by the Deceased in his Life Time Expressly by the Address of the Replicant the Defendant has obtained the Reduction of 3750 Pagodas at the Rate of 8 per Cent per Annum on 37500 Pagodas Principal of the Bond from February 1780 to February 1786 the Replicant further says that this Estate of Sir Eyre Coote being so Encumbered into Consideration the Lease and Best way for the Defendant to Secure the full Amount Principal and Interest due on the Bond Consideration Defendant by Engaging and Selling Bills Exchange Against the Administrator and his Representatives, but from the Uncertainty of this Negotiation and Expectation and Hope of the Defendant Lady Dawson and Drake of getting and Effecting the Payment of the Bond Debt Interest and Principal and Lease and Allowances to the Defendant Friends and Confidents the Replicant Accepted of Bills Exchange as last Drawn by the Replicant for the Interest of the Defendant that after Deducting the Discount on the Bills Exchange from the Defendant the Replicant Received the Sum of 35750 Pagodas and Delivered up to the Administrator or Representatives of the Replicant the Bond Debt Interest and Lease and Allowances to the Defendant Subscribed and Sealed by the Replicant as his Act and Deed in Consideration of the Defendant Lady Dawson and Drake and Friends Engaging to Secure the Defendant the Payment of the Bond Debt Interest and Principal and Lease and Allowances to the Defendant and that the Defendant Lady Dawson and Drake and Friends Executed

of Messrs Pelling and De Fries that they had been his Attorneys during his
Absence from India

The Replicant further says and prays leave of this Honble Court
to refer to the particular passages of the Defendants Answer, as a just
-tion of the Replicants proceedings on the behalf of the Defendant, And
-ferd, The Replicant says, that on or about the 26th day of May in the Year
1783, the Defendant did Apply unto the Replicant for Striking the
-him against an intended prosecution by Mr Charles Darke for the
and the Defendant did also Enclose him the several Letters of the
Charles Darke on the Occasion, This Business to get rid of Occasioned
Much Vexation and Trouble on the part of the Replicant who by gra
-judicity generally did on the said Charles Darke and the said Defendant
to Settle their Difference Amicably, which Desire was happily Effect
to the Satisfaction of the Defendant upon which was accordingly Appointed
of the Sum of Three Hundred Pounds that the said Charles Darke Original
-ginal Bond, This Matter being so Amicably settled, the said Charles Darke
Paid the Fees for the Suit by a Note of Hand and the Defendant grant
and Undertook to pay a Commission of 5 per Centum Discount of the Bond
The Replicant Thereby saving the Defendant from the Proceedings by
Usury and preserving of his property this Promise and Undertaking
Was made Voluntarily by the Defendant and this was the only Charge
The part of the Replicant

The Replicant further says that this Business so being
amicably settled to the Satisfaction of the Defendant, the the Defendant
did at the Recommendation of Messrs Pelling and De Fries Apply to
the 10th day of July 1780 to the Replicant for to settle his demand on the
Estate of the late Dawsonne Drake, whereupon the Replicant did peruse
Such of his Papers as the Defendant laid before him and gave him
his Opinion to the best of his Abilities, as to what was most proper
for him the Defendant to observe, for which the Defendant Commended

To

to his Friends and they Agreed in Settlement with the Replicant this
Replicant further says, that he had many Meetings and Attendances and
With Messrs Johnson and Walker the Attorneys of Nathaniel Barlow the
Administrator, and with Counsel Officially they Agreed to allow the Defen-
dant Interest at the rate of 12 per Cent per Annum instead of 5 per Cent per
Annum, which the Defendant Expressed himself very much Satisfied as
Twas not certain, this Honble Court would have Decreed such a Rate of Interest
of 12 per Cent per Annum, as soon as this was settled, the Defendant immed-
-diately Exhibited a Bill of Complaint being filed against the said Nathaniel
Barlow for the Balance of Principal and Interest due to the said Defendant
Which the Replicant declined for many reasons given to the said Defendant
and his Friends, as such a Procedure was very injurious to the Interest of the
Defendant, the Assets were several Specialty Creditors and the Estate
Particularly a Decree of this Honble Court for 20000 Pagodas against the Estate
existing, these Considerations being Submitted to the said Defendant and his
Friends, it was deemed most prudent to drop all Idea of Prosecution and
Endeavour by private Negotiation to get from the Administrator or his Attorneys
What could be had, which in Case of Purchase and Transfer, and for the very Sake
-sary to Enforce the Payment by Law, Upon the Replicant took down in Writing
the following Instructions from the Defendant to the Effect following Viz^t That
"Administrator Mr Barlow or his Attorneys being Messrs Thomas Johnson and
"are to make up Major Alexander Bond from the late Mr Drake at 12 per Cent
"to commence from the last payment of the Interest in England the Bond bears
"Pagodas to get two thirds Ready Money or as from the Administrator or his Attorneys
"and for the Balance Security either in Houses or Bonds bearing Interest
"Exceeding The said Replicant further says the Defendant having these left
Matters entirely to the Direction and Management of him the Replicant the
Replicant entirely to the Direction and Management of him the Replicant, the
Replicant Addressed himself to Messrs Johnson and Walker the Attorneys
and Representatives of the aforementioned Nathaniel Barlow as the Administ-
-rators of the Estate and Effects of the aforesaid Dawsonne Drake, when a Meeting
was held and Several Propositions towards the Payment and Discharging of
Such Payments were then made and Sundry Schedules of the late Dawsonne Drakes

Estate

Effects Produced and left with the Replicant for his perusal and on the 12th of July in the Year 1783 He the said Replicant received an Offer from the said Attorneys of the several Articles comprized in their List (Marked B.) Amounting to £7814 Pagodas. The Replicant says that upon a Consultation with the Defendant it was agreed to make and offer on the Defendants behalf and thereupon and Address was written under date the 15th July 1783 Enclosing a List of the Articles with the Prices the Replicant is to agree to Allow (Marked C. N.3) in which is Annexed in Particulars explaining how the Negotiation entirely Carried on by and between the Replicant and the said Attorneys of the Administrator. The said Replicant further says, that several Meetings were had and held at the House of the Replicant till the 31st of the said Month the July when the Replicant received a Letter enclosing a List of sundry Articles at £10800 Pagodas from Mr Peter Walker and the Attorneys aforenamed which (Marked D. N.4) is here to Annexed. That pursuant to several Meetings with the Defendant and the Replicant drew out a List of several Articles the Defendant wished to purchase and the Price where the Replicant thinned assessed, and the Defendant approved of the whereupon a Letter under date the 2nd of the said Month of July Enclosing such List was sent to the said Mr Walker Jeremiah and a Copy thereof (Marked E. N.5) is here to Annexed to this Address the Replicant received an Answer Enclosing an Address to James Johnson from the said Peter Walker as the said Answer and a Copy whereof (Marked F. N.6) is here to Annexed. The Replicant further says that several Letters and Messages passed between the Parties and Much Altercation Ensued until the 22nd of the said Month of July when the said Replicants Address sent a Letter to the said Peter Walker requesting an Interview at the Replicants House and the Copy (Marked G. N.7) is here to Annexed. That Nothing immediately Completed with and there having been and Altercation between the said Peter Walker and the Defendant the Replicant was under the Necessity of Addressing himself a second time to the said Defendant as the Agent of the Defendant Lord Macartney at the Presidency to forthwith Remit to Madras

of the Defendants Accounts as per Copy (Marked H. N.8) Since all which the Replicant further says that no Answer was received until the first day of August when the Replicant wrote to James Johnson one of the Attorneys aforementioned and received his Answer of the same date a Copy whereof (Marked I. N.9) is here to Annexed but at the said James Johnson did not Come pursuant to his promise the Replicant Waited on Mr Roberts to know the purport of his Letter and the Copy thereof (Marked K. N.10) is here to Annexed. The Replicant further says that Will Mr Hackett Difficulty and the Promise of Accepting of several Transfers and Assignments of the Effects of the said Dawsonne Drake Endorsed on the back of Mr Drakes Bond as mentioned Could not be Effected which Occasioned the Negotiation again with the Attorneys of the said Administrator and to this same the Replicant strictly Kept them. The Replicant further says that deeming it Advisable to Secure further Effects of the said Dawsonne Drake the Proposal and Recommendation of Will the Consent of the said Defendant the Receipt and Assignment by Will of Mr De Souza as well the Estate of the said Dawsonne Drake being a Reduced Balance by and a Special Lien to be secured by Bond to the Amount in the Note to Mr New Consolidated Bond to which the Agreed to and the Replicant took the Assignment and Conditionally for Much as might be Recovered and the Expence of the Law Suit to be borne by the Estate Endeavours Same by the said Bond to Mr Johnson and Walker Souza the Replicant Wrote a Letter and Address to Mr Johnson (Marked L. N.11) to the purport as set forth and the Copy thereof (Marked K. N.10) is here to Annexed. The Replicant further says that on the 18th of the said Month of August the Replicant further says that on the 18th of the said Month of August received a Letter from the Defendant a Copy (Marked M. N.12) is here to Annexed Letter requiring the Assignment to Mr Johnson to be sent to Bond with the Security for the Deed of Assignment was accordingly sent and an Order to get the same Executed by the Replicant the Replicant the being in the Country at the Original of the Debt that

Replicant

Rejoinder further says that on the 20th of the said Month of August
of Exchange for 1074 Pagodas and 13 Fanams Endorsed by Messrs Johnson
and Walker were obtained and carried to the Credit of the said Dawsonne
Drakes Estate. The Rejoinder further says that many Altercations, and
between the Defendant and the said Attorneys of the said Administrator
and Many Letters were written by the Rejoinder and the Deceased, and
Disputes by the Interposition of the Rejoinder brought to an amicable
Accommodation, when the Bills of Exchange originally
by the said Attorneys and 1750 Pagodas were renew'd Advanc'd upon
at 11250 Pagodas and the Quantity of Fillagree Jewels and Effects
Submitted to the Appraisements of some Gentlemen Merchants who
reduced the Price to 4200 Pagodas and the Price of the Lease House
Gardens at 2750 Pagodas and the Rejoinder further says that the
Matters being so settled by the Rejoinder the Defendant on the 3d of
October contrary to the Opinion of the Rejoinder sent to
should deliver his Character as an Attorney at Law to the Attorneys
said Administrator and Address thereon in Writing to the Rejoinder as desired
in a Copy of an Address (Marked N. No 13) sent to Madras, but prior
thereto the said Attorneys did send unto the Rejoinder the Office an Imperfect
Account Current between the Defendant and the Estate of the said Dawsonne
Drake, wherein the actual Receipt of the Allowance of 12 per Cent Batta
Per Annum, and the further Sum which had been Remitted to Bengal
by the said Attorneys, a Copy of which (Marked O. No 14) is herewith
from the Date of the said Note to the Month of the said
Negotiations and Writings and by reason of the Attendance of the said Attorneys
took place, and a Letter was Address'd to the said Attorneys on the said Date
the Rejoinder having never been Copy thereof should have been Retained
of the Defendants Business, a Copy whereof (Marked P. No 15) is herewith
Annexed. And further that time to the 6th of November a Course of Altercation
took place particularly about the Deed of Assignment as drawn and by the

Rejoinder

Rejoinder of the Title Deeds of the said Dawsonne Drakes House and
Gardens at the Cape. That Deed of Assignment Expressing a Warranty of the
said Dawsonne Drake having a Clear Title to the Premises
but which the said Attorneys refused to Sign as they would Warrant
the same, but agreed Verbally as to that the Rejoinder had Examined
the Papers and Writings by which the said Mr Drake held the Premises,
and there appearing no Reason for departing from the President and Council
of Fort Saint George enforcing their Orders upon the Deceased property
of the said Dawsonne Drake, the Rejoinder Advised the Defendant to
Accept of an Assignment in the Common Form, provided there could get
the Premises for 8000 Pagodas which the Defendant had before Accepted
for 9750 Pagodas, the Defendant Agreed to the same upon the Rejoinder
assuring the said 8000 Pagodas and drawing for the Defendant to
Receive the Sum of 8000 Pagodas and drawing for the Defendant to
said the Rejoinder Expressly to Stipulate with the said Peter Walker to
Purchase Expressly to Stipulate with the said Peter Walker to
and the Defendant finding this Letter Addressed to the Defendant
and Copy of the Premises under date the 5th November 1783
Copy of the Defendants Address under date the 5th November 1783
(Marked Q. No 16) sent to Madras. The said Rejoinder further says that
Altercations having Ensued between the Attorneys and the Defendant
whereon Recourse Antagonists and Matters were Referred to
about by the Interference of the Rejoinder and the Assignment of the Title Deeds
and other Writings were executed and duly Executed by the said Dawsonne
and Walker the Attorneys to the said Administrator Nathaniel Barlow upon
Receipt of the Deeds and the following upon the Defendant the Defendant
informed him that he was under Engagements to Mr Hugo Clarence
had offered him the same Sum of 9750 Pagodas which the Rejoinder advised
should be immediately Closed with, but the Defendant Absolutely
be Expected 11500 Pagodas. The Rejoinder further says that having

So far proceeded in the Defendants Affairs and the said James [illegible]
departing this life, the Affairs of the said Dawsonne Drake fell
Possession and under the care of John Menzies Esquire and the said
Walker as Attorneys to the said Administrator, with whom the Repl[illegible]
Entered into a Correspondence on Account of the Balance due to the [illegible]
And on the 16th February 1784, the Repliant Addressed himself at
instance of the Defendant in Writing, to Messrs Menzies and Wa[illegible]
respecting this Balance, and informing them of the Repliant bein[illegible]
retained by the Defendant in preferring a Bill of Complaint to Enfor[illegible]
to Comply, and this was the first time, the Repliant says he was [illegible]
as an Attorney at Law to prosecute the Estate of the said Dawsonne
the Repliant says that on the 21st of the said Month of February the Rep[illegible]
received an Answer from the said Messrs Menzies and Walker refusing
Accede to the Request of the 16th but were willing to refer the differen[illegible]
Interest which had been before Allowed, but as the Defendant had then
received above 9 per Cent Interest, it Appeared to the Repliant Very [illegible]
to Allow the Defendant to resk what he had so received for had the [illegible]
been Submitted to Arbitration, and the 5 per Cent xxxxxx only at [illegible]
the Defendant Would have had to refund, To this Answer the Repl[illegible]
on the 26th of the said Month of February replied in Writing, and the
Concluded the Business of this private Negotiation and Agency in [illegible]
Volumes of Letters had been Wroll, Exclusive of those already set forth
Not so much as a Pagoda paid to the Repliant for his labour time and [illegible]
but only a Promise to pay the Commission when in Cash, The Repliant [illegible]
thus set forth the particulars of the Proceedings by him had in his prive[illegible]
Capacity for Account of the Defendant with the Estate of the late Dawsonne
Drake, prays leave to Enter into the Merits of the Defendants Answer [illegible]
the particulars of the Articles which he says he Negotiated himself Viz.
The Repliant says that he does insist that he was employed
by the Defendant not only as his Agent to manage [illegible]
the Negotiation
with

With the Administrator and his said Attorneys, but as his
Attorney at Law, where Matters came before the Court, and also as Notary
Publick, as will be hereafter shewn. The said Repliant says that the
Entering into an Agreement with the Repliant to allow Commission in
stead of Fees of Office, was Very beneficial and Advantageous to the Defendt
for had the Repliant been retained by the Defendant to have immediately
Preferred a Suit against the Estate of the aforementioned Dawsonne Drake,
it would have been productive of bringing all the Creditors upon the Admi-
nistrator, it would also have been the Means of shewing the Administrator,
it was his Duty to have pleaded the Judgements obtained in the life time of the
Deceased, and obliged him and his Attornies to have pleased as the Law
Directs, whereas the Made advised by the Repliant and adopted, was deemed
and looked upon by every person as the most prudential and most for the
Interest of the Defendant, for in fact what remained of the said Dawsonne
Drake's Estate upon the Arrival of the Defendant in India consisted
Only of Houses and Grounds with a Quantity of Bonds of His Highness
the Nabob then in no Estimation or Value of Course there remained no
Choice, to have gone to Law would have injured the Defendant and
Might have at this very day been in a worse situation than on the
Day of his Arrival in India. The Repliant says, that he did not involve
the Defendant in any difficulties by his Advice or Opinion, if the
Defendant found himself Embarrassed, the same Originated in the
Intemperate Conduct of the Defendant, which occasioned the Repliants
Additioned trouble and Uneasiness. The Repliant further says, that to
shew the falacy of the Assertion of the Defendant respecting his Employing
the Repliant as his Attorney at Law in settling his Business, if that had been
the Case, a Bill of Costs for Business done out of Court must have Amounted
to about 3 or 4000 Pagodas, which if the Defendant had presented for
Payment, the Defendant then would have pleaded, that the Repliant
Was

so far proceeded in the Defendants Affairs and the said Lawrence
Departing this life, the Affairs of the said Dawsonne Drake
Possession and under the care of John Menzies Esquire and
Walker as Attorneys to the said Administrator, with whom the
Entered into a Correspondence on Account of the Balance due
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instance of the Defendant in Writing, to Messrs Menzies and
respecting this Balance, and informing them of the Repliant
retained by the Defendant in preferring a Bill of Complaint
to Comply, and this was the first time, the Repliant says he was
as an Attorney at Law to prosecute the Estate of the said Dawsonne
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Interest which had been before Allowed, but as the Defendant had
received above 9 per Cent Interest, it Appeared to the Repliant
to Allow the Defendant to Resk what he had so received for had the
been Submitted to Arbitration, and the 5 per Cent xxxxxx only
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it was his Duty to have pleaded the Judgements obtained in the life time of the
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Directs, whereas the Made advised by the Repliant and adopted, was deemed
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Might have at this very day been in a worse situation than on the
Day of his Arrival in India. The Repliant says, that he did not involve
the Defendant in any difficulties by his Advice or Opinion, if the
Defendant found himself Embarrassed, the same Originated in the
Intemperate Conduct of the Defendant, which occasioned the Repliants
Additioned trouble and Uneasiness. The Repliant further says, that to
shew the falacy of the Assertion of the Defendant respecting his employing
the Repliant as his Attorney at Law in settling his Business, if that had been
the Case, a Bill of Costs for Business done out of Court must have Amounted
to about 3 or 4000 Pagodas, which if the Defendant had presented for
Payment, the Defendant then would have pleaded, that the Repliant
Was

Was only Employed by him as his Agent, and that he had agreed to allow him a Commission of 5 per Cent in lieu of his trouble, and for his Advice Assistance, and have proved the same by saying he had in Conformity to the Agreement, paid the Replicant a Commission on Charles Darke's Debt. The Replicant further says, that the Defendant Ald Cannell, his Friends, and finding more to his Advantage to allow Commission, thereby cutting the Replicant off from making any Charges as Solicitor or Attorney at Law. The Replicant further prays leave of this Honble Court to refer to the Defendant's Answer as respects the Instructions stated against Doctor Thomas Davies, that the said Replicant having fortunately brought the Defendant Bond of the Scrape with the said Charles Darke the Defendant, himself promised and undertook to pay the Replicant a Commission of 5 per Cent on the Sums as Recompence for the Extraordinary Trouble and Address in Recompleshing the Business with the said Charles Darke upon the Honorable Court, and the Defendant was apprehensive of the same going against him if he had been obliged to declare it was a Matter of Fact and by the Accounts and Exhibits produced and read against the Defendant. The Replicant further says that he having procured and given Doctor Thomas Davis's Bond in the Sum of 2000 £ payable at the Decease of the Survivor of Mr Hannah Ralander as a full Satisfaction of all Differences subsisting between Charles Darke and the Defendant. The Defendant preferred a Bill of Complaint against him and Thomas Davies and obtained a Decree to be appealed therefore apprehensive of an Execution issuing against his Effects, had soon after the said Davies by Means of the Replicant received from the Estate Dawson Drake the Fee Title Deeds of his House and Garden near Cloudy Hall and which he offered as a further Security for the certain Sum and Interest Was accepted after the Deeds had been examined by the Replicant and the same settled by the Replicant in manner following, the Decree of this Honble Court

Court against the said Thomas Davies to stand and the Title Deeds to be assigned over as the Security for the Payment of the Debt being 2866. Star Pagodas and 22 Fanams to be paid in three Years with Interest of 12 per Cent per Annum payable Annually for which growing Interest three Bonds were given payable in one two and three Years respectively default of any part of the Agreement the Decree of Court to be Enforced by a Warrant of Execution. The said Replicant further says, to the Charges alledged in the Defendant's Answer, that the Replicant retained the Title Deeds until he had paid him the Commission of five per Cent upon the Transfer of Thomas Davies Bond from Charles Darke, in Reply thereto, the said Replicant says, he denies the Assertion, and does say and the Replicant being in Possession of the Title Deeds, that the said Thomas Davies after the Replicant had once perused them and given his Opinion on the same concluded, so that the Assertion of the Replicant detaining the Title Deeds or any other Writings from the Defendant is totally unjust and cannot be supported, and the Replicant charges Commission and the same not to be Exhorbitant as there is a Custom for the same. The Replicant further says to the Defendant's Assertion in Answer that the Interest was the last Article settled, this Honble Court will be pleased to Observe that from the Account Current (Marked No. XIV) hereto Annexed and from the Correspondence carried on between the Replicant and the Attorneys Messrs Solomon and Walker that the Pains and Ground Work of the Adjustment with the said Attorneys was the Allowance of 12 per Cent per Annum. The said Replicant further says, that having given Notice of his Inability and Inclination to

pay

for from the Attorneys of the said Administrator the Principal Sum
due on the aforementioned Bond of Dawsonne Drake, and also
further Sum of Money as Interest equal to Nine per Cent per Annum
there remaining daily the Difference of Interest as the Balance of the
Account and for which the Defendant insisted that a Bill of Complt
should be drawn out, and pursued with all Diligence against the
Administrator and his Attorneys who did waive the Service thereof
February 1784 This Suit was brought against the Opinion of the
Regulant and by him endeavoured to be Accommodated and the
Was Actually upon the Carpet, and a New Arrangement for Regulat
as to the Security of the Payment of the Balance certain Advantages
Terms were offered and Accepted by the Defendant, with this Defen
that as the Defendant had Accepted of Mr Antonio Debezaz Bo
Conditionally, that the Defendant should Accept of the same, and
Made Ready Cash Received, and Give a Receipt for the same, which
Was Done and the Writing was drawn, Signed Executed by all Parties
but some Unaccountable Delay having occasioned the Mind of the Defend
and Agitated by the false Opinions of Others, caused him again to
Attorneys was immediately Drawn and filed Pursuant to the Special Circumstances
of the Case which had Been Many Months Under the Negotiation
The Regulant further says, and prays leave to Relate Such as follows
this Second Bill of Complaint, that since the Alteration Nothing pro
and this Writing Ensued for Many Months until the Arrival of
Nathaniel Barlow the Administrator from England when
Applied Himself very Endeavoured to Settle and Finish the Said
Business without Bringing it to a Hearing and this Order to Bring
him into a Compliance a Special Bill of Complaint was Drawn
Out and Ready to be filed at the Instance of the Defendant, as per Bills
Letters and the said Mr Barlows Correspondence which Brought

the said Nathaniel Barlow to a final Settlement which was done
at Bengal and the Correspondence of the Regulant and Sundry other persons
to the great Satisfaction of the Defendant and to appearance perfectly
Satisfied, until Some persons had Laid Siege to the Defendant and
Turned this Head all this Trouble Cost the Defendant nothing, as the
Administrator had included the Costs of the two Suits against him
in the Bond given to the Defendant with this Security for Order to
facilitate the Accommodation, the Regulant further says that this
Very unjust for the Defendt to Assert in this Answer, that by Commence=
cing and Retaining the first Stage of the Business against the Estate of
Dawsonne Drake he should have had a more Substantial Security and
early Liquidation than now he has the Regulant says the Defendant
knows to the Contrary, Because at the time of the Defendant Arrival
in India all the Moveables, Money, Jewells, and Effects, had been
disposed of and nothing remained but a few Special Tenants
Houses and Gardens, that any person could be found to purchase it
being in the Time of War and Nothing but the Defendant Labarious
Vocare been into the Books of the late Dawsonne Drake could have let
the Defendant into the Receipt of Some Money already Cash Goods and Effects
and this in Preference to the Several Especially Creditors of the said
Dawsonne Drake pursuant to this Day prayed as in Their Several Characters
Would be Obliged to have Settled their Several Claims and Demands
the Regulant has done for the Defendant, the Regulant further says
that had the Defendant Commenced the Suit Immediately after Mr Hall
it would have Secured the Creditors and obliged them to have
Resorted to the Administrator or his Attorneys and Proceeded Many
and Diligent Reference to Know the Place of Residence of the Executors
Turned Out, therefore remaining Ready to Pay the Debts Secured
=ded in the Testators Bond as Soon as Ascertained and Secured
Regulant further says that a Bill of Complaint was prepared
by Mr Regulant for Major Hoole against the Executors of
Johnson

Johnson Ready in Court by Wm Allen Attorney at Law and Duly
sworn to the Administration of Jane Deb[illegible]
this Model bill of Wm Peter Walker and the Defendant claimed the Replt
to consider himself as obtained.

The Replt further says in Observation of the several Articles
Accepted by the Answer, the Replt says first
for Doctor Horsey Bond as settled this Year 1783 and by the
Replt duly credited for Account of the Defendant for ..... 4776.
Rupees Dabl in Part payment of the Agreement by the Replt
Endorsed under with the Attorneys of the Administrator, but not
received Unconditionally by the Replt, it being Accepted for good
Debt, it was insisted that the Replt should Negotiate the same into
other of the said Dawsonne Drake's Cairns, as were inserted to Eligible,
the Replt and S. Med the Account Current on Wm Horsey Bond
Made the Assignment of the same and took the Deed and delivered
them immediately over to the Defendant, as shown and Confirmed
the Replt to Reap the same. Miss Bond arrived 12 per Cent
Interest per Annum. For Mr Antonio de Souza Mortgage - for 8932.
due to the Replt by the Attorneys of the Administrator, who
gave his Opinion, the Defendant might accept of the same
Assignment of the Debt was made in Part Security for the Sum
and for fear the Defendant might suffer in the Transaction, the
Replt made Application by Letter in the Year 1780 for
Indemnity against all Costs and Charges that might
be incurred in the Enforcing of the Payment of the same and
Satisfaction of property transferred of the Defendant, and in Consideration
of the Defendants Assignment of this Debt, and became Collateral
Bond of Wm Horsey and Bills upon Bengal were
the Consideration - that Debt the Replt engaged to Convey
Settled Annicable between Mr de Souza and the Replt had
Welcomed and Recommended Behaviour of the Defendant procured
it, and Occasioned the said Antonio de Souza to oppose the Action
brought against him, a Decree Passing Interlocutory in favor of the
Defendant but has omitted him ever since by Receiving the
Several

Several Dividends upon upwards of a Lack of Pagodas New Con-
solidated Bonds he will Also Received the Full Amount Principal
and Interest, before the Determination of the Appeal in England
is known at Madras. However true the Replt was Employed
as an Attorney at Law to prosecute the said Antonio de Souza
but that Court Did not Entitle the Defendant to his proceeding
Services as Agent and Settling the Defendant's Accounts with the
Administrator of Dawsonne Drake, the Defendant being desi-
rous of Enforcing the said Antonio de Souza to pay, he take
Such Steps as pleased himself and as to the Ruining of Credit a
New Claim and Such Demands of the Replt Isabella
Bills of Exchange on Mr Samuel Johnson at Calcutta - - for 1025.
These Bills were at first offered to the Replt for Account of the
Defendant and by the Replt acquainted the 1025 upon Interference
from Mr Sutherland the Title Deeds of the Large House and Garden the
Proposals or List of Articles (Marked D. N. 4) shews that the
Original Negotiation was between the Replt and the
Attorneys of the Administrator as from Jane Drake, the
Replt and as soon as he received the Bills he gave Notice to the
Defendant who resided at Bengal and Received the Mon-
ey and the same transmitted in Navy Bills to England
and the same transmitted Lieut. Navy Bills to England
as shewn to the Replt by the Defendant for their Approbation
as shewn to the Replt by the Defendant for their Approbation

A. N. 4

The Administrator Mr Barlow or his Attorney being Major
Walker and Lieut. Sandys and Major Alexander Bond some
time Sub Mr Dry dated 12 Dec. to come to an Agree-
ment of the Interest in England, the Parties to pay
to each Party Ready Money Mr Cain from the Administrator
the Attorneys and for the Balance Security, Mr Bond
Bonds 6 Months Credit and Exchange

Mr Cain — Chas Brereton
Antha Boyd

B. N.2.

Fort July 12 1783.

Bond from Mr. Deloza 1200
a Share in the Bengal Remittance 750
Paddy fieldsman Mr. Storey 2120
The House and Garden with Paddy fields and all the
Property of Mr. Drake at the Luze 15066
House and Garden at Egmore 11076
47812

A true Copy
Chas. Bromley
Actg Regr

C. N.3

Dear Sir

The Major has sent to Mr. Deloza requesting to know
how of his Bond & Answer the Major desires to be
acquainted if Mr. Deloza has received Receipts for the Money
he engaged to pay

He also requires to be informed in the General Opinion of the
Estate of Mr. Drake and how it will answer if the
Deficiency should be made good by a Sale of the Major Demands
to the Major, as soon as the Arrangements can be made with
the Executors

Mr. David Brandt and Mr. Mortagee have sent Receipts
for their whole Demands but only for the Amount of the Bonds
which is what Mayor

I am Dear Sir
Your very Obedient Servant
Signed Chas. Bromley

Fort
14 July 1783 / Mr. Walker

Major Alexander Offers to take the following Effects belonging to
the Estate of the late Mr. Dawson and Drake

For the Paddy Fields near Doctor Storey's House Pagoda .. 1200 " "
For Mr. Drake's House and Garden late Mr. C. Lewis ..... 3500 " "
For Mr. Drake's property at the Luze ..... 8000 " "
For the whole of Mr. Drake's property at the Luze

As Major Alexander is disappointed in the Sum he is to receive
any Money from Mr. De Souza the Major Expects to receive the
whole of the Bengal Remittance from Bengal 60,000 Rs or 4000 " "
4291.1322.
Mr. Robert Storey's Bond for ..... 639.33 "
Mr. Drake's Bond at Mrz ..... 2000 " "
House & Garden at the Mount late Mr. Drake ..... 1500 " "
House at the Mount late Occupied by Mr. Egr ..... 6000 " "
Mr. Telus Douglas's Notes supposed to be for ..... 1000 " "
Capt. Lewis's Bill 4000 Rs ..... "
Doctor Thomas Davis's Bond and Mortgage for ..... 9612 " "
Cloud Boy Slaves .....

A true Copy
Chas. Bromley
Actg Regr

D. N.4.

Mr. Walker presents his Compliments to Mr. Bromley and
encloses him a Statement of Particulars which he desires to be laid
on Tuesday for the Approbation but he is under the Necessity of
not receiving the Answer Himself as he has received that Mr. Johnson
will attend with any Objections to Mr. Alexander's taking the
Satisfaction of his Debt from Mr. Drake's Estate of the Major
should this proposal be approved of Mr. Walker has also engaged to the
Following to Mr. Alexander who approved of Mr. Alexander's having made
the Sales at the Valuation of Mr. Johnson who agreed to them if
not

Mr Walker Esqr Mr Bromley and the Major will there Both
Consider the Different Subjects, and the Answer thereupon
Walker will Necessity Mackay and Secondly the Major
Determination

Fort William July 19. 1780

Fillagree Work to be Taken at a Fair Appraisement Layd
again the Peon Villiam daily Expected from Bengal Agent
Debt Davis Debt Secured on Mortgage to be Endorsed Layd
Deed Mercy's Bond with a Condition for Clearance for the
Sum Mentioned
Debt from the Company for Mr Dashwood Light House Hospital
Rs 500 to be paid in Cash & 1500 in Company's Bills
Captn Lovedays Bond Day
Garden Near the Company's Garden House
Major Smiths Bills
Pension at the Luze
Abstract Copy

Chas Bromley
Actg Regt

E. N. 3.

To
Mr Walker

Sir

Major Alexander and Captn Shaw Lieut Colo Campbell
Lieut Colo Campbell Mercy Endorsed to Mr Dashwood and the Major
Major Smith Bills Exchange Endorsed Mr Dashwood
and the Major Pension at the Luze Endorsed Mr Dashwood
Major Smith Bills Exchange Endorsed Mr Dashwood
and the Major Pension at the Luze Endorsed Mr Dashwood

Fort St George
the 19th July 1780

I am &c
Your Most Obedt Servt
(Signed) Chas Bromley

The Fillagree Work to be given by Sale
The Peon Villiam from Bengal
Debt Davis Mortgage to be Explained
Debt Mercy's Bond to be Assigned Major Alexander
The Debt from the Company is the Bills on Europe
The Ground near the Company's Garden House
Major Smith's Bills Exchange in favr Dashwood & Co
Exchange to be Endorsed to the Major
Pension at the Luze

Sa Pagoda 24700

Abstract Copy
Chas Bromley
Actg Regt

E. N. 4.

Sir

I have received Your Letter Enclosing Extract from
Colonel Campbell's Answer Dated the 18th Instant
however would Humbly Offer to Consideration
the Fillagree Work at the Price Mentioned in the Paper
inclosed to Mercy other Creditors with whom
Property Expected Mr Alexander cannot Take
Land in the Fort Mr Alexander Agreed to Give
Business at Madras and Have Been Long
Necessary Trouble that Appointed to Answer
Sandberry for but Expect Mr Johnson's Answer

I am Sir
Fort House Monday Morning
Chas Bromley Esqr

Your Most Obedt Humble Servt
(Signed) P. Walker

Dear Sir

Enclosed I Send an Answer from Mr Bromley
which Is the Most Moment I Received Answer to the Enquiries
I made

Inasmuch as I am unwilling to sign any Bond or Security without I shall be previously informed of the Nature and Extent of the Engagement I am entering into, I think it necessary to request of you to inform me whether the Bond you will require me to execute as Security for Major Alexander will be the same with that executed by Major Alexander on his appointment to the Office of Paymaster to the Corps of Engineers, and if you will be pleased to favour me with a Copy of the Bond I shall be much obliged to you.

I am Sir
Your most obedt Servt
P. Walker

James Johnson Esqr

Fort St George
July 21st Monday Evg

A true Copy
Chas Bromley
Actg Regtr

No. H.

To Messrs. Johnson and Walker
Attornies for the Administrators to the
Estate and Effects of Dawsonne Drake Esqr
Gentlemen

I am by Major Alexander Denniston informed that His Lordship will not accept of any Security from the Executors of Dawsonne Drake Esqr in pursuance of the Power reserved to His Lordship in the Bond executed by the said Dawsonne Drake on his appointment to the Office of Paymaster to the Corps of Engineers but that His Lordship will be satisfied with the Security of the said Executors for the Payment of the Balance which may appear to be due from the said Dawsonne Drake at the time of his Decease, I am therefore desired by His Lordship to acquaint you that you will be pleased to prepare a Bond for the Executors of the said Dawsonne Drake to execute as Security for the Balance which may appear to be due from the said Dawsonne Drake at the time of his Decease.

I am Gentlemen
Your very Obedt Servt
Chas Bromley
Actg Regtr

Fort St George
22d July 1783

A true Copy
Chas Bromley
Actg Regtr

H. No 8.

Sir

The Major is now with Mr Maund with Accounts and Vouchers of Mr Storey's Bond for the Principal Sum of £2291.13.2 and the Interest and Salary accruing thereon and the Bond and Assignment of Major Alexander with Mr Lewis with Mr Storey's Security and Declaration

The Major requests that you will give him a Declaration specifying the Sum being Entitled to £300. Pagodas part of the Remittance expected from Mr William Johnson at Calcutta

The Debts due from the Company to Mr Drake's Estate

The Major will Credit by receive Bills on the Court of Directors for

His Salary from the 1st of May to the Present Day at the Rate of £365 per Annum

Until Enclosures to enable the Auditor General to Examine and State the Account and to Examine and State the Account of the Executors of Mr Drake

Agreeable to the Directions of the Executors of Mr Drake

I am Sir
Your very Obedt Servt
Chas Bromley

Fort St George
25th July 1783
Wm Walker

A true Copy
Chas Bromley
Actg Regtr

I. No 9.

To Mr James Johnson

Dear Sir

Inclosed you have a Draft of a Letter to Messrs Maund and Graeme which will be necessary for the Auditor General to have before him in order to enable him to state the Account of the Executors of Mr Drake

I am Dear Sir
Your very Obedt Servt
Chas Bromley

Fort St George
25th July 1783

A true Copy
Chas Bromley
Actg Regtr

To

the property of the Deman[d]ants and their Billagou[nd]
Administrators to Account for the Pay the full Amount
Major Alexander's Demands as well as his Damages
by Reason of Payment of his Bonds in England which
Penalty is forfeited Consider Time and Place and
it Risk with Loss to Avoid so Considerable an Expence Arising
and Effects of the late Mr. Drake is further held under the Mortg[a]
Performing the Articles as before mentioned

Fort St. George
1. August 1783

I am Dear Sir
Your Obedient Servant
Chas. Brom[le]y

A true Copy
Chas. Bromley
Atty Regt.

Dear Bromley

Friday Noon 1st August 83

On my Return Letter have miscarried the other Bonds
and Long Id not find Your Answer on my Table at Head Qrs
Alexanders Mother in Every Possible Instance but You Can
Not Advise me to do any Thing which might Injure my self
and Myself have Desired Allowance Day of Sunday to Examine
the Affairs of the Estate and to Secure what Effects Remain
Property Make
New Sum Arising Since Your Second Bond
My Father Garden Will Allow You This Day

Yours Truly
F. Johnson

A true Copy
Chas. Bromley
Atty Regt.

K. N.10.

Dear Sir

I Wait for Your Bill 2 & Check of Mr. Lord for my
Your Lordship Must Excuse Some Interruption in Business
Landing without Giving Me any Person Assistance

Mr. De Souza's Mortgage and his Securities Keeps off the Remaining Part
Will and Several Bonds Due to Enforce the Payment
Have this Morning finally Finished the Business between
Alexander and Drake
Fort
2. August 1783.

I am Dear Sir
Your Obed. Servant
Chas. Bromley

James Johnson Esqr.

A true Copy
Chas. Bromley
Atty Regt.

L. N.11.

Gentlemen

As Major Alexander has Directed me to make an Assignment of Mr. De Souza's Mortgage to Mr. Drake and to Liquet the Same in favor of Your Furnishing me with the Accounts Current that I may know the Exact Ballance due now Stands against Mr. De Souza

The Date of the Mortgage is 28. Febry 1778. the Principal Sum is P. 9766.16.10. Which Interest and what Bonds and Bond Debts are Included from the Date to Settle the Accounts but the Accounts Current which must be Signed by Your Attorneys of Fatta Barlow the Administrator will Fully State the Same as it now is

15. August 1783

I am Making out the Assignment
Gentlemen
Your Obed. Servant
Chas. Bromley

Messrs. Johnson & Walker

A true Copy
Chas. Bromley
Atty Regt.

M. N.12.

Dear Sir

Herewith Inclosed You have Several Accounts Current of Mr. De Souza's Bond to Mr. Drake Cover to me with the Ballance Now due to Mr. Drake Demand the Payment of the Same and Receive a Discharge Agreeable to Law. I am with Esteem Dear Sir Your Most Obedient Humble Servant

Chas. Bromley

Accordingly to Law. I am with Esteem Dear Sir Your Most Obedient Humble Servant

of this Bond to answer Thereto You will Hear further from
18. August 1783.

Chas Bromley Esqr

Your Very humble Servant
Henry Alexand

Attorney
Chas Bromley
Atty Pro

N. N.º 13.

To
Messrs Johnson & Walker
Attorneys to Mr Nath. Barlow Admr
To the Estate and Effects of Dawson and Drake

Gentlemen

I am Directed by Major Alexander to inform
You that unless You do finally Settle His Demand on the Estate and
Two days a Bills Complaint is Ordered to be filed, and the same will be
Preparing Accordingly

I am
Gentlemen
Your Most Obedt Humble Servt
Chas Bromley

Fort St George
4 Octr 1783.

Chas Bromley
Atty Pro

Dr Lt Colo Alexander Allan Commandg the Corps of Pioneers

1780								
June	31	To Cash Pd Edward Maynard Esqr Deputy Paymr Gen.l					205	"
July	24	To Do Do Do					205	"
Augt	31	To Cash Pd Do Do Do					205	"
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1781								
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P. № 15.

To
Messrs. Johnson & Walker

Gentlemen

As I find it impossible to discount any Bill for the time to come, You would oblige me greatly if you can make the Satisfaction of same by You at any time as soon as possible. Major Alexander, in order as possible to come to a final Adjustment of the whole Business now in Agitation

I am Gentlemen

Fort St George
16th Octr 1783

Your Very Obedient Servt
Chas Bromley

A true Copy
Chas Bromley
Atty Regt

Q. № 16.

To Charles Bromley Esq
Dear Sir

Fort St George 3. Novr 1783

This Morning agreed to have taken the Louis for 8000 Pags by the Dubashes from Mr Walker that is all Mr Drake & I desired Mr Walker to send the said Louis & Bill of Exchange for the Ground rather than to negotiate the same as I am to receive this Effect by 2 Bills which are for the 200 Pags to be granted Lease of the Ground that was sold by Dr Harris & the Answer was that Capt Deliver'd up the Louis & the Bill of Exchange for the Ground & Capt Deliver'd up the Louis & Bill of Exchange for the Ground & Capt Deliver'd up the Louis & Bill of Exchange for the Ground & Capt Deliver'd up the Louis &

the practice and Opposition I will avoid the Commencement of the same
I will Endeavour to bring about a Determination of the Cause
as speedily as possible, and in the mean time as I am certain it is for your
benefit I stay a few Days and do now and in that manner
Will become about
I will Prepare all the Writs as they will be
Exhibits if Necessary
I remain
Dear Sir
Your Very Obedient Servt
Chas Bromley
Gardens
16th Novr 1785
Chas Bromley
Atty Regt

Filed this 16th Jany 1787

The Rejoinder of Henry Alexander
of Fort Saint George in the Island of Dominica Esquire Defendant
to the Replication of Charles Bromley
of Lincolns Inn in the County of Middlesex Esquire
Complainant

This Defendant Reserving and Saving unto himself all and all manner of Benefit
and Advantage of Exception to the many Uncertainties Errors
Insufficiencies and Imperfections in the said
Replication contained for Rejoinder thereunto Saith that
He doth not Admit Acknowledge or Allow any of the Matters
and things therein contained to be true and truly
sufficient in the Law to be Replied unto in such manner and
form as the same are therein and thereby set forth and Alledged and

and this said Replication is very Uncertain Evasive and Insufficient
in the Law And for further Rejoinder to the said Replication this
Defendant saith That he did Actually pay to and Deposit with the
said Replicant the Sum of One Thousand Eight Hundred
and fifty Pagodas or in any other Sum or Sums of Money what-
soever That is not Ready and Willing to pay upon the Reply-
ing and Shewing that the same is justly due and owing and this
he denies This Charge of Agency to be This Defendant absolutely
denying hereby as in his Answer he hath Already done That
he did Act by the Replicant as his Agent in the Affair of Dau-
phine Drake Deceased or that he undertake and promise
to pay unto the Replicant five per Centum upon the Sum so charged
by this Account and Surrender of Agency Annexed unto his Bill
of Complaint And this Defendant saith That he hath by Letter
Replicant to and Shewing unto this Letter Rewarding the Replicant
Said That Reporting unto him upon Your Examination of Rewarding
and Liberality which he This Replicant had been encouraged with Induce
and to charge Commissions as he conceived for any Trouble and
Advice given by him Replicant to This Defendant but that charge
Commissions upon the Ground of any Promise or Undertaking
from This Defendant But because This Defendant had in the
Prospect of the Replicant Rewarding him Liberally for the
Replicant therefore Neglected to bring his Action and the Ground
of any Promise to allow him Commissions upon which he this
in his Replication Hath Insisted is Evasive and Insufficient to work with-
stand this Defendants Plea and Answer to the Bill and this
Defendant saith That he hath Always Behaved himself Honestly
Uprightly and Justly in the Management of the Affairs
Alledged in the Bill and Answer and Denies all Fraud
or Undue Dealing Alledged This Defendant further saith that he has
conceived

Executive that the Allowance of twelve per Cent Interest per Annum
in Judia upon Mr Drake's Bond to him made default of the same
being duly paid in England at five per Cent was a Matter of
Great Question and Magnitude as insisted on by the Plaintiff, the
Defendant having been Advised by other practitioners of the Law
it was an Allowance in Consequence of such Default, And the
Defendant Alth[ough] aware of Several Circumstances and Matters which upon
under engagements to pay lawfull Interest in England for five
Cent per Annum, And having failed to make good that same
Without Hesitation or Difficulty allowed the Lawfull Interest
Judia or twelve per Cent per Annum and the Defendant Said
that had the Same been well Satisfied of his right he Answered Said
Interest, he would Rather have parted with the whole Manner then
in giving Signal Directions to the Plaintiff to Require and by
Lawfull Means to Recover the Same, And the Defendant Said
that the Same was not Recoverable but by reason of Law the Plaintiff
for Securing and making that Said Allowance of twelve per Cent was
brought about Totally by his Means And Endeavour and by Means
the Defendant Would Never have Consented to, To the Said
Administration having no Authority to Allow said Defendant
said the Very Same And Because the Same was brought about by
other Means and that no Such Demand Matters by Said Allowance
Demand enforced by Legal Means And the Defendant
Denys that he did leave all his Concerns Solely to the Plaintiff
as well to be Advised Therein, Because the Defendant did Reserve
Active the Power of his Affairs when they could be from the Nature of the
Allowance, and his Knowledge of the Same of Administration
And the Defendant Admits that he was in Expectance or Rather
by his Friends Arrangements to Totally Leave the Plaintiff would
Immediately And the Defendant Believes that the Plaintiff
Answer

Answer and Answered by the Replication that the Defendant did
Leave Many Active Part in the Transactions of all this Business for
Several Years And that the Defendant for further Rejoinder Said that
he Really believes that the Replication that no Such Letter or Writing
in his Profession from the Defendant under the Date of the
Twenty Sixth Day of May One Thousand Seven Hundred and
Eighty three for the purpose of Obtaining him Against two
Intended Prosecution by Mr Charles Drake for Usury because
the Defendant did not Comply by the Replication and till the Month
of July One Thousand Seven Hundred and Eighty three in that
Manner as for in his Answer, and the Defendant
Active for Usury at the Instance of Charles Drake, But he Avers
him the Said Charles Drake upon two Bonds Dated so long
Since as the Year One Thousand Seven Hundred and Seventy
Six grounded upon a Judgment Obtained by the Executors
of the Said Charles Drake by his Attorney Charles Brandley
And the Defendant had Answer the Same all Legal Expectations
that the Said Charles Drake would by any such means Get the
Means and Assets of Him the Said Deceased
And the Defendant, And the Replication Did frequently
Observe to the Defendant the Said Likely and Unnecessary Suits
and Actions, And the said Charles Drake was Several times
Arrested at the Suit of the Defendant for about the Eighth
day of March One Thousand Seven Hundred and Eighty four
Hamble Court the Plaintiff being the Defendant's Attorney
at Law, He grants and by reason Several Orders of Sundry Days
at Large Set for him the Defendant to Answer which the Said Defendant says
Particularly to the Effect how far the Same was Actually Set for Determination
the Plaintiff his Charge thereof five per Cent Commission

The Defendant Admits that the Plaintiff might have
Applied to the Administrators of the said Drake Answer about
the

the Tenth of July One Thousand Seven Hundred and Eighty three
Settle this Defendants Demand upon the Estate, and that the Rpltt
Might have the best of his abilities give his Opinion touching
the same, as it was his duty to do, And this Defendant Saith that
fully shewn in his Answer the several Transactions wherein
was concerned touching his Account relative to the Estate of the said
and it was not therefore necessary for the Rpliant to enter into
the fruitless detail of Services done by him to this Defendant, for
even upon the Supposition that they were of the exaggerated
ascribed to them by the Rpliant, he has been fully and Amply
as it appears that every Item upon which the Rpliant Makes
of Commission except that of the Bill of Exchange upon Calcutta
Filagree Work (upon which this Defendant has not claimed a
-rable Loss) and the Assignment of Mrs Mary's Bond have been
litigated by the Means of the Rpliant to this Defendant's Attorn
Law, or left in a state of litigation at the time this Defendant
Property to draw his Business out of the Rpliant's hands; And this
Clear by the Rpliant's own shewing that he knew that the Assign
of Mr Antonio de Souza Bond would be followed by a Law Suit
Which it was, and is still depending before his Majesty and Coun
And the Rpliant has received on Account of Law Charges exclu
of Fees of Office paid by this Defendant upwards of One Thousand and
hundred Pagodas, nevertheless the Rpliant is not satisfied, but Charg
this Defendant with a Commission upon the Amount of this sum
Without any manner of just or reasonable foundation. And this Defe
Saith that he did not know that any part of the Garden at the Luz was
Dispute at the time of this Application to take the Lease from the Attorn
of the Administrator, save and except a piece of Ground detached from
the Garden as set forth in his Answer, And this Defendant Saith that
he has been at great expence and trouble in Lawyers Charges but endeavo
Recover this Reward of a sufficient Title, which being still however
Avoided by progress in measures had been taken to ascertain what grants were
in Dispute, and to warrant this Defendant in the said professional

Assurance, And this Defendant Saith that the Uncertainty of this
Title has involved him in many troubles and inconveniences besides
great expence, and has required great Caution and Management
to avoid Law Suits with the several Quarters in Opposition. The
Rpliant Saith that on the Fifteenth Day of February One Thousand
seven hundred and Eighty four after the Death of Mr James Johnson
he wrote to the then Attorneys of the Administrator Messrs Mangies
and Walker as an Attorney at Law at the Instance of this Defendant,
informing them of his the Rpliant having retained by this Defendant
to file a Bill of Complaint against them, and that Rpliant said that
this was the first time as near as the Rpliant can Remember
that this was the first Application by Letter or Attorney at Law on
Behalf of this Defendant, to any of the Attorneys of the deceased
and the Rpliant to Replies to the Date of the said Letter, the
day of July One Thousand seven hundred and Eighty three that the
Rpliant Riding from the said Mr Johnson and the other Attorneys
for the Administrator of the Estate and Effects of Dawsonne Drake
Deceased, that in Conversation by Riding together the said Mr Johnson
this Defendant was determined to be retained by the said
the Administrator by way of this Defendant's first and last Claim
Effects to recover, and Application was then and there made by this Defendant
first Day of August then next ensuing to the Rpliant to undertake
-sance to file their Bill against the Attorneys, and to give
the Administrator Copy of the Answer of the Rpliant to
and this Defendant Saith that at this Interview and immediately
file Bill upon the Answer of the said Letters the Rpliant told this
-ward in the Name of this Defendant Copy of the Answer
said Estate to the Rpliant, and that the Rpliant was
Pagodas and this Defendant Ridden many Days and that the Rpliant was
any other Instance in all Attorneys Law, and unwarrantable

Grant

Agent Firdwhich Ignacio Gyllis Defendant Relied himself
Jeconveyed the Said Defendant being upon the Said Land the
Said Mallaliffe was employed by the Defendant as a Notary
Willing to pay him, all the Costs and Charges having
ged Liens as Such Against the Defendant Said Mallaliffe was
Table that the Replicant Should Not Apear at the Agreement
Made with him but allow him Commissions instead of Hereby
Was Very beneficial to the Defendant William Having
an Acknowledgement that the Replicant was entitled
Charges on Both Accounts, Ready for the purchase Deed but Said
immediately upon receiving the Deed Should Have been produced by
bringing against Other Creditors upon the Estate to Claim
And Said that Mallaliffe was not Authorized to Agree
ceive, nor has the Said Administrator Authority to Sell the
Estate which the Replicant Should and Ought to Have
Replicant Said that the Defendant Ignacio Gyllis
ceive the Rents and Profits of the Estate
Highness the Nabob and Council Table the Defen
ceive the Said Ignacio Gyllis that the Estate was mortgaged
of the Annual Charges of Jaghire Was Ignacio Divided the
five per Cent upon the Real Estate Ignacio Gyllis
the Defendant to Allow in the Account Said the Defen
Said that the Deed that the Replicant Should Obtain and Ex
Relieve and to Give the Title Deeds Peter Davis Gordon
with and that the Defendant would Allow and Pay him
Commission and Five per Cent upon the Amount of the Rents
Debt the Defendant Besides the Sum of Three Hundred and
Eighty Three Pagodas and Eight Fanams from the Said Charles
for Seven Jubilee Was Added to the Sum of Two Hundred and Sixty
Eight

Eight Pagodas and Eight upon Ballance of Account with the Said
Charles Durke, Making together three Hundred and fifty three Pagodas
and Eight Fanams for which the Said Charles Durke gave a Promis-
sory Note of Hand to the Defendant under the Date of the 6th of
August One Thousand seven Hundred and Eighty three the Said
Amount whereof was Received by the Replicant, and the Sum of
One Hundred and Sixty Eight Pagodas by the Account of Fer-
nd the Defendant by way of Fourteen Rejoinder Said that the
Negotiation of the Assignment of Doctor Borgo Bond and the three
Months Charges for the Drawing of the Assignment Was Same
ought and To be Borne by the Defendant But by the Administrator,
Must be Set aught the Jaghire Estate

The Replicant Said that Mr. Antonio de Souza Debt
Assignment Release on the Face of the Mortgage Deed, but the Replicant
Said that the Debt would have been Received by the Said Mr De
Souza and the Replicant Had no Concern Account to the
Behaviour of the Defendant Grievance to the Contrary
not only appear but Mr Gyllis the Agent also Swore by the
of the Letter Annexed to the Replication Marked C. wherein
the Replicant Writes to Gyllis, the Majority Seem with Mr De
Souza who Agreed to pay off this Bond and Assure the Major
Sum till Negotiated the Assignment and Agreed Which Gyllis by his
Had the Replicant Known that he would Have Received this
Assignment. The Defendant Further Order to Show that the Demanded
the Negotiation of the Bills Drawn Bengal for Fourteen Lacks
hundred and Fifty Pagodas and the Bills Were Procured by Produce
Cruise of Virginia Ellenor Bound to Calcutta Which Ship
No. 1. 2. 3. 4. Whereby the Agent Had Such Bills Ready and
Commission and Freight Thereon Such Assignment Should
as part of this his Reply Further the Defendant Said that
the Replicant Ought to Have Received the Said

Bills

No 1.

D.r Major Henry Alexander in Account Current with John Ferguson Esq.r

1783							1783							
Nov.r	19	To Cash paid William Johnson Sub Sheriff of the following Payments.					October	24	By Cash Received in part of Johnson & Walkers Bill on William Johnson for £ N.Y. 4280.5.-					
		Due B.r 5837.2. from 24th. to this date Less												
		26 Days Int.t @ 6 P Cent P Ann.		42.2.6.										
		Due 1393.5.8. from 11th. Nov.r to this 27 - 34 - 18 - 6												
		Int.t @ 6 P Cent P Ann.		15 - 8										
		Due 6771.7.6. from 11th. Dec.r to this 82 D.s			92	-	8							
Dec.r	22	To Cash paid Mr. Ramsay Hannay for 1000 Rec.s on Dilly Gold Johnson £ 15.6 Cur.y & N.Y. 962.12.												
		Batt.a @ 16 P Cent		2235. - -	16205	12	-							
1784														
Feb.y	17	To D.o paid Sundry Calcutta Johnson Land Warr.ts												
		@ 16 Sh.s Rec.d in Sol.r		960 - -										
		@ 16 Sh.s Rec.d in Sol.r		1536 - -										
		Batt.a @ 16 P Cent		11136 - -										
		Int.t @ 6 P Cent		1.10.6	11137	10	6							
		Charges for Boat Hire &c.a												
		To Alexander Hannay for 600 Gold Johnson												
		Exchange Hannay Debt @ 15 Sh.s Rec.d 5600. - -												
		Batt.a @ 16 P Cent		896. - -	6496	-	-							
					33929	7	2							

True Copy

H.y Duncan
Maj.r De.s d.s

No 2.

Dr Major Henry Alexander in Account Current with John Ferguson & Co. Fairlie Cr

1784 Feby 27	1	To Amount Debit Side of Open Account Current	C Rs	33929	2	1784 Feby 27	9	By Amount Credit Side of Open Account Current to this date		44627	14 6
		To this date									
Sept 1	1	To Cash paid for 500 Calcutta Rupees at 2 per Ct Premium Cost 116 2 Rs. Rs 8608 " "				April 30	10	By Ballance		1831	15 11
		Charges	Sa Rs 8608 " 15 "								
		Batta @ 16 p Ct	1377 6 9	9984	5 9						
	2	To Do paid Mr Arnold debit for sundry Articles									
		as per Advice @ Rs 99286 5 4 @ 2 p Cent		199	12 "						
	30	To Commission Account for Commission on the Amount of Bills on Calcutta									
		@ Rs 44627 14 6 @ 1 p Cent		446	4 6						
		Current Rupees		44359	13 5					Current Rupees	44359 13 5

Calcutta 30th April 1784

Errors Excepted

John Fergusson

Hen Fairlie

True Copy
Hy Dis Pury
Secy D. of C.

No 3.

Dr Major Henry Alexander in Account Current with John Fergusson & Co. Fairlie Cr

1784 April 30	"	To Balance Account Current Carried this day	C Rs	131		1785 Jany 19	"	By Cash Received of Capt Hardcastle Separate of Filligree Goldsmiths by Peacock Solicitor		3000	" "
May 20	"	To Cash paid Mr Mc Eatons bill for demanding Payment of a Bill Drawn by Capt Smithurst on Major Palmer and Protesting the same C Rs 25 " "		29	" "						
Augt 7	1	To Dittoes paid Charges Boat Hire & bringing 3 Boxes Plate from Sulla C Rs 9 " "		10	7 "						
Dito "	1	To Dittoes paid Mr David Cummings bill for Duties on Boxes of Filligree		733	9 3						
				904	15 2						
		To Ballance		2095	" 10						
			C Rs	3000	" "					C Rs	3000 " "

Calcutta 30th April 1785

Errors Excepted

1785 April 30	"	To Commission Account for my Commission Guarantee Ballances Filligree C Rs 2020 @ 2 p Cent		75	" "			By Balance Brought Down	C Rs	2095	" 10
				2020	" 10						
		To Ballance	C Rs	2095	" 10						

John Fergusson
Hen Fairlie

True Copy
Hy Dis Pury
Secy Depute

(3 3 3.)

Interrogatorys to be Administered to
such Witnesses as shall be produced & Sworn and
Examined in a certain Cause depending and at
Issue in the Court of Chancery at Madras.
Between the Honble Thos. Mayor Esqr. Plt.
against Lieutenant Charles Bramley & Captain
George Wilkes Lees of Hanover and Lieutenant
Judius Lieutenant in the Complainants and Henry
Alexander of the same place Esqr late Major
in the Service of His Highness the Nabob of
Carnatick Defendants

Mr. Charles Parke
Mr. Thomas Davis

On the Part and behalf of the Complainant

Interrogatorys to be ask'd of and Do You know or do You think or believe that the par-
Exhibited on the ties Complainant and Defendant in the Plts. Interrogatorys
part of the Plt. named & Whether either and which of them have
Interrogated Declared &c.

Second Do. Do You or did You ever hold any Commission in the Honble
United Company's Service and if so when and
how long and in what Station or Capacity
Did You ever hold any Command in the Army
of His Highness the Nabob of the Carnatick
and if so when and how long and in what
Station or Capacity

Third Do. Do You know or believe that there is any Account
depending between the Plt. and Defendant
relating to the Payment of a certain Account
by You drawn on Messrs. Call Mill & Co.
Did You ever receive any Letter or Letters
from the Plt. relating to the Payment of the
said Account or any part thereof and if so
how many Letters did You receive and what
became of them
Did You ever write any Letter or Letters to
the Plt. relating to the Payment of the said
Account or any part thereof and if so how
many Letters did You write and what became
of them
Do You know or believe that the Plt. hath
applied to the Defendant for Payment of the
said Account or any part thereof and if so
when and how often and what Answer did
the Defendant make thereto
Do You know or believe that the Defendant
hath ever admitted the said Account to be
just and true and if so when and how often
and to whom and in what manner did he so
admit the same
Do You know or believe that the Defendant
hath ever promised to pay the said Account
or any part thereof and if so when and how
often and to whom and in what manner did
he so promise
Do You know or believe that the Defendant
hath ever refused to pay the said Account
or any part thereof and if so when and how
often and to whom and in what manner did
he so refuse
Do You know or believe that the Defendant
hath ever given any Bill or Bills for the
said Account or any part thereof and if so
when and how many Bills did he give and
to whom and what became of them
Do You know or believe that the Defendant
hath ever given any Note or Notes for the
said Account or any part thereof and if so
when and how many Notes did he give and
to whom and what became of them
Do You know or believe that the Defendant
hath ever given any Security or Securities
for the said Account or any part thereof and
if so what Security or Securities did he give
and when and to whom and what became of
them
Do You know or believe that the Defendant
hath ever given any Order or Orders for the
Payment of the said Account or any part
thereof and if so when and how many Orders
did he give and to whom and what became
of them
Do You know or believe that the Defendant
hath ever given any Acknowledgment or
Acknowledgments for the said Account or
any part thereof and if so when and how
often and to whom and in what manner did
he so acknowledge
Do You know or believe that the Defendant
hath ever given any Promise or Promises to
pay Interest for the said Account or any part
thereof and if so when and how often and
to whom and in what manner did he so
promise
Do You know or believe that the Defendant
hath ever paid any Interest for the said
Account or any part thereof and if so when
and how much and to whom and in what
manner did he so pay the same
Do You know or believe that the Defendant
hath ever given any Bond or Bonds for the
said Account or any part thereof and if so
when and how many Bonds did he give and
to whom and what became of them
Do You know or believe that the Defendant
hath ever given any Warrant or Warrants
for the said Account or any part thereof and
if so when and how many Warrants did he
give and to whom and what became of them
Do You know or believe that the Defendant
hath ever given any Assignment or Assign-
ments for the said Account or any part
thereof and if so when and how many
Assignments did he give and to whom and
what became of them
Do You know or believe that the Defendant
hath ever given any Power or Powers for
the Payment of the said Account or any part
thereof and if so when and how many
Powers did he give and to whom and what
became of them
Do You know or believe that the Defendant
hath ever given any Letter or Letters for
the Payment of the said Account or any part
thereof and if so when and how many
Letters did he give and to whom and what
became of them
Do You know or believe that the Defendant
hath ever given any Receipt or Receipts for
the said Account or any part thereof and if
so when and how many Receipts did he give
and to whom and what became of them
Do You know or believe that the Defendant
hath ever given any Release or Releases for
the said Account or any part thereof and if
so when and how many Releases did he give
and to whom and what became of them
Do You know or believe that the Defendant
hath ever given any Discharge or Discharges
for the said Account or any part thereof and
if so when and how many Discharges did he
give and to whom and what became of them
Do You know or believe that the Defendant
hath ever given any Receipt or Receipts in
full for the said Account or any part thereof
and if so when and how many Receipts in
full did he give and to whom and what
became of them
Do You know or believe that the Defendant
hath ever given any Release or Releases in
full for the said Account or any part thereof
and if so when and how many Releases in
full did he give and to whom and what
became of them
Do You know or believe that the Defendant
hath ever given any Discharge or Discharges
in full for the said Account or any part
thereof and if so when and how many
Discharges in full did he give and to whom
and what became of them
Do You know or believe that the Defendant
hath ever given any Receipt or Receipts in
full of all Demands for the said Account or
any part thereof and if so when and how
many Receipts in full of all Demands did he
give and to whom and what became of them
Do You know or believe that the Defendant
hath ever given any Release or Releases in
full of all Demands for the said Account or
any part thereof and if so when and how
many Releases in full of all Demands did he
give and to whom and what became of them
Do You know or believe that the Defendant
hath ever given any Discharge or Discharges
in full of all Demands for the said Account
or any part thereof and if so when and how
many Discharges in full of all Demands did
he give and to whom and what became of
them
Do You know or believe that the Defendant
hath ever given any Receipt or Receipts in
full of all Demands whatsoever for the said
Account or any part thereof and if so when
and how many Receipts in full of all
Demands whatsoever did he give and to
whom and what became of them
Do You know or believe that the Defendant
hath ever given any Release or Releases in
full of all Demands whatsoever for the said
Account or any part thereof and if so when
and how many Releases in full of all
Demands whatsoever did he give and to
whom and what became of them
Do You know or believe that the Defendant
hath ever given any Discharge or Discharges
in full of all Demands whatsoever for the
said Account or any part thereof and if so
when and how many Discharges in full of
all Demands whatsoever did he give and to
whom and what became of them
Do You know or believe that the Defendant
hath ever given any Receipt or Receipts in
full of all Demands whatsoever for the said
Account or any part thereof and if so when
and how many Receipts in full of all
Demands whatsoever did he give and to
whom and what became of them
Do You know or believe that the Defendant
hath ever given any Release or Releases in
full of all Demands whatsoever for the said
Account or any part thereof and if so when
and how many Releases in full of all
Demands whatsoever did he give and to
whom and what became of them
Do You know or believe that the Defendant
hath ever given any Discharge or Discharges
in full of all Demands whatsoever for the
said Account or any part thereof and if so
when and how many Discharges in full of
all Demands whatsoever did he give and to
whom and what became of them

Defendant Howard the Defendant Henry Alexander, was on the Original Hearing of Your Drawing and Dismissed Your Petitioner Motion aforesaid and Assigned to the said Defendant Sir John Dick one of the Barons of the Exchequer Bonds or Obligations of Thomas Davies Esq. And Whether and to What Extent the Complainant Ought to be Relieved as Prayed by the Bill Against the Defendant Henry Alexander and Whether the Defendant Ought to Answer the Premises

Fourth ... That if any of the said Defendants Shall Insist that the Complainant Ought not to be Relieved Against the Said Defendant Henry Alexander or Did Upon Any Pretence Whatsoever Delay Payment of the Said Money Due upon the Said Bonds or Obligations Then that You Will Inquire at What Time the Said Defendant Henry Alexander Did Refuse to Pay the Same to the Complainant or Did Delay Payment Thereof and Whether the Said Defendant Henry Alexander Did Not Refuse to Pay the Same to the Complainant Before the Said Defendant Thomas Davies Became Indebted to the Said Defendant Henry Alexander in the Sum Mentioned in the Said Defendant Thomas Davies Bond or Obligation to the Said Defendant Henry Alexander and Whether the Said Defendant Henry Alexander Did Not Commence Some Action or Suit at Law Against the Said Defendant Thomas Davies for Recovery of the Said Money Due upon the Said Bond or Obligation Before the Said Defendant Thomas Davies Became Indebted to the Said Defendant Henry Alexander in the Said

of the Administrator, and were they or were they not Recommended
by the Complainant to be a part of the Security for the said Thomas
Hoffer, and the said Defendant to Answer &c. Do you know or
Do you not know whether such said Title Deeds were or were not
said Thomas Davis laid before the above said Complainant for
his Opinion as to the Goodness of the Title, and if so Did the
said Complainant Return unto the said Title Deeds with his
writing to the said Thomas Davis to the best of your knowledge
and belief set forth, Do You not know or have You not heard that
Much Discourse and Enquiry Application and Debate
between the said Complainant & the said Defendant and the
Thomas Davis, in Relation the Deeds Comprehending the Estate
and Premises in the Bill of the said Title Deeds and Writings
Mentioned to be Delivered by the said Thomas Davis, and if so
said Defendant, If So, set forth the same and how You became
informed thereof, and Do You know or Do You not know that
about the time of the aforementioned Title Deeds by the Complainant
Deposited with the said Thomas Davis or some one or more
Name, and for what Purpose, and the Reason given or Assigned
by the said Thomas Davis for his so doing, with his Opinion and
Advice on the Subject, and by whom all Advice and Opinion, and
by Whom the said Thomas Davis was desired and last mentioned
Deposit particularly set forth and Declare and how You
became Acquainted therewith &c.

Eighth ... Do You know or do You not know or have been
informed that the said Complainant was by the said Defendant Employed
to Solicit Obtain and Procure the Lease and Deeds in the Bill
and Effects of Dawson and Drake Esqrs and How You and
at any Time and how often from the Defendant at the Lord
House of the Complainant and also from the Complainant

Office

Office in the Fleet Consulting and Advising with the Complai-
nant in the said Defendants Affairs with the Estate of
Dawson and Drake And how You never have You not been the late
James Johnson together with Nathaniel Barlow the Administra-
tor of the Trading Company with Peter Walker, at the Upper end of the
said Complainant's Sitting and Negotiating matters in Diffe-
rence between the said Defendant and the said Executors
tors of the Estate of Dawson and Drake And whether You
have or have not heard the said Defendant Express himself
angrily complained and Dissatisfyed at the said Proceedings of the
said Complainant Sitting to and with the said Administrator Nathaniel
Barlow and his Attorneys, and have You or have You not heard the Compla-
nant Express himself Satisfyed with having Settled the greatest part of the
Defendants Demand on the said Estate without being Compelled by Le-
Law, and if so the Complainant to Endeavour to Settle the remainder part
in the like Manner, and Did the Complainant or Did he not Settle
the remainder with Nathaniel Barlow the Administrator and his
from England and whether it was or was not to the Satis-
of the Defendant, and how You became Acquainted therewith
cularly Declare

Ninth ... Have You or have You not heard and been informed by the Complai-
nant of his having Agreed to and with the said Defendant for a Commis-
sion of 5 p.r Cent upon all Business settled & determined before the Lord Mayor
Mayors Court and Common Pleas and Sheriffs Court of Business to be brought before
this Honble Court And whether You have or have not heard at the time
and Times of Your being at the Complainants House & the Complainant
Complaining of him and being able to procure any Cash from the Defendant
on Account of Business done for him and the Apprehension of his being
Obliged to quit the Defendants Affairs on Account of his said Dealings
him the Complainant If So to carry on his the Defendants Concerns
this Honble Court If Yea set forth the same and how You became Acqu-
ainted therewith And whether and how far to the best of Your
Recollection Knowledge and Belief Declare

Thomas

Thomas Smith

David ... Was Your or was You not prosecuted by the above said Defendant Henry Alexander in the Honble Court of Request and Assignment of Salaries given by You to Charles Darke of Fort St. George Merchant, and did You or did You not the said Defendant by means of the Complainant obtain a Decree in favor of the Defendant, and did You or did You not Appeal therefrom to the Honble the President and Council as a Court of Appeals And did You or Did You not at the Persuasion and Extortion of the Complainant and others after Your institution of Appealing to the King and Council and Entering into a Treaty and with the Complainant for Account of the Defendant Henry Alexander, and did You or did You not Offer and Tender the Title Deeds of Your House and Garden Ground and Poultry Plantain the Security for the Principal Interest and Costs due to the said Henry Alexander, and did You or did You not Submit the said Title Deeds to the inspection and Opinion of the said Complainant, And Did You or did You not give a Receipt to You for the same, and do You or do You not further say that the said Complainant did or did not Return You the said Title Deeds with his Opinion of the same, And Did You or Did You not Return him the Receipt agreeable to what other Acknowledgment did You or did You not give the Complainant Lieu thereof particularly set forth and Declare?

Eleventh ... Look on the Paper Writing Marked E. No. 5. now produced and shewn to You at the time of Your Examination purported to be an Acknowledgment from You to the Complainant of the 14th day of August 1784. of a Receipt Original by you made to You for the Title Deeds of Your House and Ground by the Complainant and an Indemnity for Your having Mislaid or Lost the said Original Receipt or Indenture Writing Witness for the same You of Your own hand Writing, and was or was not the said Writing on the Day of the Date of the same, or how soever after, to the Complainant to the best of Your Knowledge Remembrance and Belief particularly and Distinctly Declare?

Twelfth ... Did or did not the Complainant from time to time Prevail on You to Enter into and after Marriage to Execute and Sign Writings to the said Defendant and Did or did not You Equivocate

Solicitor, and was or was not Advice Given You to do, and was or was not the Amended Writings Drawn up by the Complainant, and did You or did You not Submit the same to Your said Attorney and Solicitor for their Opinion, and was or were not the same Altered by him, and Did You or did You not leave with the said Captain Lincoln Stewart Your Title Deeds of the Premises intended to be Assigned Over as the Security proposed to the said Defendant Henry Alexander, If You Look on the Paper Writing Marked E. No. 6. now produced and shewn to You at the time of Your Examination and Relative to the said Captain Lincoln Stewart under Date the 30th August 1784. Is or is not the same of Your own hand Writing or whose Else particularly Set forth and Declare, together with the Reasons that induced You to make or Execute Deposit rather than Write the Complainant or Defendant, and by whose Advice and Opinion and Declare by Name to the best of Your knowledge Remembrance and Belief?

To all the Witnesses ... Do You know of any other matter or thing or have You heard or Can You Depose any thing touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the above said Complainant besides what You have been before Interrogated unto If Yea Declare the same fully and at large as if You had been thereunto particularly & distinctly Interrogated.

Jno Dunn
Atty Complainant

Madras 7th May 1785

Major Henry Alexander

Sid

Sworn by this Deponent Lieut Governor Honble Sir Archibald Campbell Bart Double fully Acquainted that he had been prosecuted and Harrassed and Ruined all that he was Possessed of Since the Day of Your Departure for Europe

Sworn by Your Honorable Highness Before me

Walter Auriol Esqr Secretary to the Honble Sir Archibald Campbell Bart

William Bolland

Fourteen Folio Pages, Exclusive of Schedule Letter

any Creditors dated the 13. May 1781. the following is a Copy
of that Letter so far as Concerned Mr Lewis a Creditor in Justice
" Creditors and my self beg leave to call Your Attention to the
" Present Situation of my affairs, Permit me therefore to offer
" serious consideration the following Mode of Settling with the
" Creditors, and Relieving the Trustees — When I first entered
" upon Stock which Cost upwards of 3000 Pagodas, and Dou
" bled by the Sales after deducting Charges 3000 Pagodas
" You Perceive how many large Sums are still Unrecovered
" Europeans, and how little prospect there is of recovering
" leaving any part of the Large Debts due from the Natives
" and Hyrooden Cannu, when You reflect that I have now
" Lost four Years of my Life in a State of inactivity, Suffering
" all the Ungracious circumstances of Insolvency, will
" the generous Assist me to Act for myself for the power to benefit my
" the present Creditors will Most Cheerfully Solicit the great favour
" and indulgence which I request a Remission of Interest from
" Day my Affairs were put in Trust

To the Above I added that I the present my Executions
Mortgage Creditors after deducting the Sums paid them
ing Trustees, that for the Ballance they would agree to take
Taylor & Company's Bond with Collateral Security from the
of three Lines Mail Owned, and New Consolidated Bonds, Dedg
any Establish Discharge

All my Creditors except those for which the Houses
De Castro Pelling and De Lisle Acted Generously in long prepar
as did the Houses of Messrs De Castro & Co for themselves But the
Very Prudently and Justly Urged that they expected Mr Lewis
Captain Hoakes would Second and Assist, And that He would

Act for Yourself & those for me now Request of You to do as the above have
done to those Claims were legal, which is to forego the Interest on Your
Account, from the Day my Estate was in Trust to the 22d July 1782
or that You pay me down in Ready Cash the difference of Your Account
and Your Account proper at 12 per Cent per Annum from the
Day of Your Bond, which Difference is Pagodas 2766.10. vic over paid
to You, and Messrs Taylor and Company's Bond and Security the 22 July
1782 — the last I can with Pleasure Inform you I forced out of
Your whole Debt and Interest and Rebuted and all Demands
from my Legal Creditors for the Before Specified
I will Not Detain You Longer with this Letter Proposal to Give You
a General Relinquishment of the Debts Due to You by my Creditors
Assistants, and the Before Mentioned by You and Receipts for
Securing me, and that the Greatest part of my Creditors have Cheerfully
as Yet Thereby Received any of their Money You can and Transmit
any Requisitions for their Assistance to them as soon as Possible
Not doubting but You do Suggest Your Assistance
and do Your Attorney and Your Business for Your Absence
I am Sir
Your Most Obedient Humble Servant
Chas Dacres

This is Exhibited Marked A Manchester Charles Dacres
Mentioned in this Examination and Referred to the Copy Thereof
a Cause Depending and to be Heard before Sir Thomas Strange Knt
one of the Justices of His Majesty's Supreme Court of Judicature
at Madras Between Richard Charles Brandyer Complainant and Henry
Alexander Defendant Bombay Sct Thos Day of September
1784
J. Chase
Esq

To Major Henry Alexander Cr.

Charles Dr. May 1783

Sir

Inclosed you have Letter dated this 5th Instant on Behalf of Messrs Taylor & Co. in consequence to you, we will also enquire of you which, should an Answer

as I am lately informed that you have slight the Letter, and of late all that has passed, upon my proposal are now no more reasonable nor more honorable than before the Door to know if you will know, that if you will also the Letter, and also the Letter, which I have for the 11th Instant the Law will pass for the Reasons and not any fault if you do not Rodrigo Cabo Law, had for your Answer and if not to be factory Business that Rd. Gurd. Will give instructions to commencement against you will not any further Notice. Yours

Lis

Your Mo. Obedt. Servant

Chas. Darke

This Exhibit Darke & B. Mansion to Charles Duplicate in a Cause depending in the Court of Chancery in which Charles Taylor & Co. Plaintiffs Charles Brouley Company plaintiffs and Thomas Wharton Defendant Charles Ontie of Day of May Anno Domini 1787

T. Ames
Exr.

Dr. Major Henry Alexander in Acct. with Chas. Darke as Sued for M. Alexander Cr.

		To Sundry Payments made to his Attorneys by my Trustees during their Management of my Affairs	7827	32	5	1777 April	1st	By the Amount of his Decree as per his Acct. to this Day	12805	29	43
1782 July	22	To Interest on the above Sums from their respective dates to this day at 12 p% p Annum	3319	28	51	1782 July	22	By Interest on the above to this day 5 y. 3 m. 22 d. at 12 p%	8161	18	77
			11147	18	56			N.B. From the time of the Loan to the time sued for 20 p% was Charged			
		To Balance due to M. Alexander as per his Account	9819	6	43						
		Ps	20967	6	43			Ps	20967	6	43
1783 July	10	To Thomas Davis Esqr. the Amount of his Bond assigned fully by me to Major H. Alexander Principal and Interest to this Day £	10829	9	"	1782 July	23	By Balance due to M. Alexander as per his Account for which his Attorneys Messrs. De Castro & Co. agreed to take the Bond of Messrs. Taylor & Co. with the Security attended thereon, but which M. Alexander not agreeing to on his Arrival from England Arrested me very unwarrantable Manner, when I paid his Demand fully as on the opposite Side, for which I have his Discharge in full £	9819	29	69
		To Balance due to Major Alexander	129	25	"	1783 July	10	By Interest to this Day at 12 p% p Annum	1139	4	11
		Pags	10958	34	"			Pags	10958	34	"

April	29	To Cash p.d Mr. Brownley	P.	200	"	"	Dito	"	By Balance from above	P.	129 25 "
		To Ditto to Do. the Balance as p.d his Acct. Current Dated 1st January 1785		151	8	"			By Cash p.d Mr. Brownley P. 182.25 "		
			Star P.	351	8	"			By Do. M. Alexander charged by him 39 " "		221 25 "
										Star P.	351 8 "

D.r Major Henry Alexander in Account with Chas. Darke Esq.r

1782 July	22	To Balance due to M. Alexander as p.d his Account as here above specified Pounds 9819.29.6 Whereas the Legal Balance due to him from Pounds 7058.19.36		2761	10	33					

This Exhibit Marked C was shewn to Charles Darke at the time of his Examination before me the Subscr. R.t Lee Complainants Solicitor in Cause depending in the Court of Chancery at Madras between the said Charles Brownley Complainant and Henry Alexander Defendant this 5.th Day of May Anno Domini 1787

T. Lee
Ex.r

D.r Major Henry Alexander in Account Current with Chas. Darke Esq.r

1773			P.	100	"	"	1773 August	1	By my Bond given to Major Henry Alexander payable on Demand		10000 " "
August	1	To Cash paid him							for Value Received of him as per Bond		
October	8	To Do.							The Honble Company's Bond to Dawsonne Drake Esq.r	P. 486 2 40	
Novr.	12	To Do.	P.	30	"	"			Principle and Interest		
Decr.	31	To Do. to Do. the Bal.ce of Acct. Sold to Wm. Angus		34	"	"			Cash Credited on said Acct. sold to D. Drake Esq.r	313 14 40	
		to Do. Bengal Ld. 16 Sicca Rupees		45	"	"			Remaining still due on 10000 P.	P. 10000 " "	
1774				104	"	"					
January	2	To Cash		234	24	"					
	20	To Do.		200	"	"					
February	20	To Do.		280	"	"					
March	12	To Do.		"	20	"	Septr.	1	By my Bond payable on Demand to Mr. Monthly with Int.t @ 8 p.r Cent.		2000 " "
	21	To Do.		13	12	"	1777				
	"	To Goods		200	"	"	April	1	By Interest on the above Sum to this Day at 10 p.r Cent.	P. 1666 28 "	
	"	To Do.		200	"	"			Due P. 10000 " " 20 Months	316 28 "	1783 14 " "
April	2	To Cash		7	"	"			" " 2000 " " 19 Months		
May	2	To Do.		200	"	"					
	23	To Do.		100	"	"					
June	"	To Goods		230	"	"					
	18	To Cash		50	"	"					
July	19	To Do.		150	"	"					
August	6	To Do.		46	"	"					
	10	To Do.									
Septr.	8	To Do.		2604	5	"					
	11	To Do.									
Novr.	11	To Interest on the above Sum from this Day to		754	60	20					
1777 April	1	To Interest on the Royalties P.d to Account		2864	3	20					
		To Balance Royalties P.d to Account		1111	10	60					
Dito	"	To Balance Bengal Ld. due to M.r Alexander									
		Star Pagoda's		1983	14	"				Pag.s	1983 14 "

			To Sundry Payments made by my Trustees to his Mty	P	782	32	5	1777	April	1	By Balance due from above	P	1119	10	6
1782																	
July	22		To Interest thereon to this Day at 12 ℔ Cent ℔ Annum		336	28	5	1782									
				P	1118	18	36	July	22		By Interest to this Day is 5 Y 322 at 12 ℔ Cent ℔ Annum		686	27	32
Ditto			To Balance Properly due this Day to M. Alexander		7058	19	36										
			Star P		18205	30	12					Star P		18205	38	12

E. E. Chas Darke 22 July 1782

This Exhibit Marked D Mentioned in Charles Darke's Affidavit of his Examination before me on the Part of the Complt and Cause Depending between the Right Honble the Mayor's Court at Madras on the Part of the said Charles Bromley is Complainant and Henry Alexander is Defendant this 22d Day of May Anno Domini 1787.

J. Call. C.
Exd

(274)

Charles Parke of the Town of Madras Gentleman maketh Oath and saith that he was present and did see the Paper Writing hereunto annexed duly executed by Henry Alexander Esqr the Defendant in the Cause wherein Charles Bromley Esqr is Complainant and the said Henry Alexander Esqr Defendant and that the Name Henry Alexander thereto subscribed is of the proper Hand Writing of the said Henry Alexander Esqr and that the Name Charles Darke thereto subscribed as a Witness is of the proper Hand Writing of this Deponent and that the Seal thereto affixed is the Seal of the said Henry Alexander Esqr and that the Name Charles Darke thereto subscribed as a Witness is of the proper Hand Writing of this Deponent and that the Seal thereto affixed is the Seal of this Deponent

Touching to Yours to depart with the Ruan Lieutenancy
Signature to the Mortgage Deeds Agreeable to Instructions
Personally explained

31st Augt

Jno Dr Lisle

Yr Obed Hble Servt
Thos Davis

This Exhibit Marked E. Was shewn to Thos
Davis a Witness in this Examination before named and
of the Complainants and a Cause depending in the
the Mayors Court of Madras pretended between the
Charles Brownlow in Complainant and Cregg Alex
in Defendant On the 22. Day of Octr Anno Domini
1787

Before me
F. Chase
Exr

Mayors Court
Madras ss

Personally came Charles Brownlow
First Lieut. George and the Revd Henry
Bellamy the Executors Gentlemen
named in and Henry Alexander of the
Place Esqr Late Major in the Service
the Right of the Honble the Lord of the Carnatic
Defendant

And the Party of the Complainant
before the Examiner in this Cause of the
Court of Request

Mr Charles Darke of Madras Aged 46 Years or thereabouts
being produced as a Witness in this Cause on the Part of the Complainant
was on the 5th Day of May 1787 Sworn and Examined at the Office of Mr Henry Dickey
who is Attorney for the Defendant by Venerable Archdeacon Leycester who also
left him a Note of the Name Title and Place of abode of the said Deponent &
afterwards Outlet the same Day being Sworn and Examined Deposeth as
follows viz

1st ..... To the first Interrogatory this Deponent Saith He the Said Deponent doth know
the Complainant Charles Brownley in this Cause and that he is a
Person of Fifteen Years or thereabouts and that he doth know
the Defendant Henry Alexander in this Cause and that he is
Person of Fourteen Years or thereabouts Residing and Inhabiting
in Madras

To this Interrogatory

2d ..... To the Second Interrogatory this Deponent Saith That the Year of
Our Lord One Thousand Seven hundred and Eighty three he did
apply in Writing under his Hand to Henry Alexander to Demand
the payment of a certain Account by him rendered payable on the
Letter which he sent to this Deponent for Transmission
Writing now shewn to him and this Deponent is the Person
Marked A. N.3. & B. N.2. purporting to be Copies thereof Address
-sed by this Deponent to the Defendant under Date the Seventh
and Twenty third Day of May One Thousand Seven hundred and
Eighty three And that the Defendant Made no Answer thereto but
came to this Deponents House days after with Peons & Officers and
Arrested this Deponent for a Debt due from this Deponent to Gallaway and
him Audemars as Stated in this Interrogatory

3d ..... To the third Interrogatory this Deponent Said He doth not know
of any other Writing Marked C. N.3. & D. N.2. purporting
to be Accounts Current between this Deponent and the Defendant this

Original

Original of the Account Propos'd this Deponent knows was
Exhibited by him and that the Defendant knew and Objected thereto
in full of the balance a Bond of Thomas Davis Esqr Deceased
Bearing Date the day of the Date of the Account as Endorsed
Defendant Marked C. N°3. And deponent further saith that to the
7th ..... To the fourth Interrogatory this Deponent Saith that the
Defendant Messrs the Auxon his Letter and Account Dated
and Date charged Twenty Eight Pounds Ten Shillings and Six
Pence it was Mentioned in this Deponents Examinate
Defendant to the Statute of Usury of which he Gave Due Notice
intimation that the Complainant should be Left the Defendant
shew this Deponent Papers Receipts or Vouchers which the
the said Deponent Might Discount and Allow the Complainant
Complainant being Examined to the Defendants Allegation
Against this Deponent Proceedings for Recovery and the Complt
all this Same time produced the Original Letter and this
this Deponent to the Defendant and the Sealed Marked
B. N°1. & N°2. and this Deponent was told by the Complt
that the was Retained by the Defendant Sachie Lawer Buds
Settled and to this Interrogatory
5th ..... To the fifth Interrogatory this Deponent Saith that the
Complainant did Exhibit Articles of Agreement by and between
Deponent and this Deponent thereby and thereunto
Defendant and the Complt all Law Proceedings
and Solicitation thereof and Consequences
that the Complainant upon Tender and Proffer
and to and Receive all the Money due to this Deponent and
Deponent Refused and Neglected so to do and this Deponent
N°3 that the Complainant was Desirous and Willing to

Prevail Deponent this Deponent knows the Intended Prosecutions
for Money that this Deponent Did Endeavour make him any Recompence
for his Trouble in this particular Business for which he may pay the
Fees of Court Stated in the Account Current Marked C. N°3.
Amounting to Pagoda's One hundred and Eighty two and Twenty
five Fanams. And Deponent saith Referred to this Interrogatory
6th ..... To the Sixth Interrogatory this Deponent Saith that the Rec
Knows that after the Settlement of the Disputes with the
Defendant and Application was made by the Defendant to the
Complainant to Account and Prosecute for Payment the afore
mentioned Thomas Davis upon this Deponents Assignment
of Thomas Davis Bond Bond to the Defendant that soon after
Prosecution Not Begun in the Mayor Court and was Decided
in favor of the Defendant and that the said Thomas
Davis Did Appeal from the Decision to the Hon'ble Governor and
and Council but by the Advice and Recommendation of the Adds
Complainant to this Deponent and this Deponent acquainting the Adds
Tional Deponent that would be that would be Ruinous to the
Appeal the said Thomas Davis was prevailed Deponent to Agree
the said and to Mediate Amicably and Answer said to
this Interrogatory
7th ..... To the Seventh Interrogatory this Deponent saith that the
Complainant and Summoned Proposed Mediators of Recommendation
this Deponent to the said Thomas Davis and the Deliver
the Complainant was Summoned and Recovery the Title
Deeds of the said Thomas Davis Garden House this Deponent
Says that the Deeds Related to the Garden of the Title
the Complainant for his Opinion and to Allegation of the Title
Deeds and that the Returned the Title Deeds to the said Thomas
Davis this Deponent also knows that Mediation and Award

Witness

October One Thousand Seven hundred and Eighty Seven Signified at the Office of Mr. Wm Allen Attorney for the Defendant by one of his Servants who also left there a Note of the Title and Purport of the said Deposant and afterwards on the Same day Sworn Examined Deposeth as following viz.

1st ..... To the first Interrogatory this Deponent Saith that he did know the late Charles Bromley of Fort St. George in the East Indies the Complainant in this Interrogatory named and did see him some Seven or Eight Years before this Deponent left the Coast which was in the Year of our Lord One thousand Seven hundred and Seventy Seven and this Deponent further Saith that he did know Henry Alexander the Defendant in this Interrogatory named in the Service of His Highness the Nabob of the Carnatic the Defendant in the Title of these Interrogatories Named and has seen him for Several Years or there about and further he this Deponent Saith as to this Interrogatory

2d ..... To the Second Interrogatory he this Deponent Saith he knows the above said Defendant in the Title of these Interrogatories named Hath Several times appeared before the Mayor's Court of Madras and there and elsewhere Sworn to the Truth of a Paper Signed by him this Deponent to Charles Dorrill of Fort St. George Merchant and this Deponent Saith that he Hath seen the Defendant in the Title of these Interrogatories Named divers times in the Service of the Complainant in the Title of these Interrogatories Named and has Received a Decree in favour of the Defendant in the Title of these Interrogatories Named, this Deponent Saith he was present in Court to hear and Understand the Same Decree pronounced by the Honble the President and Council as a Court of Appeals and from the Proceedings and Decretal Letters of the Court in the Title of these Interrogatories Named and Counted by this Deponent and did Observe the Hon.ble the King and Council and did Enter into a Bond on the Behalf of the Complainant in the Title of these Interrogatories named to Account of the said Henry Alexander the Defendant in the Title of these Interrogatories Named and this Deponent Saith which Decree was Signed Sealed and Delivered as and by Law for this Deponent Saith he Hath Understood & Believes

to the Complaint and in the Title of these Interrogatories Named and to be Read by Captain Edmund Stewart to the Purport and Effect of this this Deponent to House and Garden Ground and Chattels Reals of this this Deponent to Plaintiff as Security for the principal Interest and Costs due to the said Henry Alexander the Defendant in the Title of these Interrogatories Named and this Deponent Saith the Title Deeds of this said House and Garden Ground Situated on Choultry Plain and Mr. Brooke Heinegee Executed and Delivered of the said House and Garden Ground to this Deponent Saith he this Deponent Received

and highly sworn as well upon the original Bill given to this Deponent
titled as aforesaid this this Deponent further saith that he
by virtue of the Complainant's said Bill of Interrogatories
and also and further ready to produce the said
such his said Original Bill of this this Deponent hereunto
this Deponent doth still that the said Exhibited Marked E. No 6
shown to this Deponent at this time of this Examination
immediately after is true according to the best of
and this is all of this Interrogatory Named to this
Deponent to the knowledge Remembrance and Belief
he this Deponent doth still that he this Deponent to the
12. ..... following of the Interrogatory this Deponent saith that
Complainant this is all of this Interrogatory
some after proceeding to this Deponent further
Service of the Defendant this is all of this Interrogatory
Interrogatory Named to this Deponent saith that
Said Defendant this is all of this Interrogatory
Said Defendant this is all of this Interrogatory
Gardens and Estate of Chaulky plain from the Complt
in this is all of this Interrogatory Named this
Defendant this is all of this Interrogatory Named
Examination of the Complainant this is all of this
Henry Alexander the Defendant this is all of this
Named but this Deponent saith that the
Answer given by Mr Alexander the Complainant this
Interrogatory Named to this Deponent saith that
Said Attorney and Solicitor Mr Henry Dickinson this
this Deponent doth still that the said Answer
upon by the said Complainant this is all of this
Named in all and singular this Deponent saith that
Solicitor Mr Henry Dickinson this Deponent doth

he this Deponent has already set forth, leave with the Solicitor
Captain Lawrence Steward this this Deponent further saith
the Premises in the said Bill of Complaint named or
to Mr said Henry Alexander the said Defendant in the said Bill of
Answer Interrogatory Named this Deponent doth still that the
Writing Marked E. No 6. Now produced and shown to him
this Deponent at this time of this Examination and further
to the said Captain Lawrence Steward under the said Hand and Seal
is of this Deponent to own hand writing this Deponent doth still that
Licenses for Marriage under the Seal of the said Captain Lawrence
Steward for Marriage to be had between the Mr Dorothy Otho
Complainant in the said Bill of Complaint named this
Alexander Esq late Major in the Service of the United States of
Complainant this is all of this Interrogatory
Named this Deponent doth still that the
said Defendant in the said Bill of this Interrogatory
Mrs Lawrence Steward the said Dorothy Otho Complainant
Gardens Grounds and Estate at Chaulky plain from the Complt
in the said Bill of this Interrogatory Named this
Defendant this is all of this Interrogatory Named
Examination of the Complainant this is all of this
Henry Alexander the Defendant this is all of this
Named but this Deponent saith that the said Answer
Charles Dorsey the Complainant in the said Bill of this

Named

Mauve Balthasar Lawyer and has professional knowledge of the Affairs
concerning the Accounts the Interrogatories to be propounded by the Plaintiff
in this Cause to the Defendant Interrogatories annexed to be proposed
Appeals to the King and Council Charles Ellis Deponent and
having since found the Office Copy of the Bill of Complaint does declare
and say in Justice by Listening to his Advice and for that he this
Deponent saith that he does not know of any other or other
things matter or thing touching the Matters in Question in this
Cause that may tend to the Benefit or Advantage of the said
Mr Charles Bramley the Complainant for this Deponent
Interrogatory Marked A this Deponent has by
Interrogated Duntos Andrew the this Deponent for him sworn
the last Interrogatory

Thos Smith

J. Hall
Clerk

Witnesses
Charles Darke
Thomas Davis
Peter Walker
Pellagadum Moodelliare

Interrogatories to be Administered
to Charles Darke one of the Defendants
and Examined on the Part and behalf of
and the Defendant Richard Benyon
Esqr Mayor of the Town of Madras
Interrogatories Named
One of the Attorneys of the said Court Depu
Mr Langston Lewis Henry Alexander
Madras Esqr Defendant Also the
answer and Oath of Elizabeth Bramley widow
of the Late Mr Charles Bramley deceased
Bramley Deceased

To the Part and Behalf of the
Defendant

To all } Do You know the Parties Complainant and Defendant
Witnesses } 1st in this Cause and Each of them and do You know
or do You believe that the Defendant Charles Darke
is also the Executrix of the said Complainant and has the Title of these
Interrogatories Named Declare How long have You known them or
either and which of them Declare

To Charles Darke 2d Do You know the Defendant in the Title of these
Interrogatories Named and particularly the Year of our Lord One thousand
Seven Hundred and Eighty three or when commence and Action
Against You in the Honble Mayors Court at Madras for the Recovery
of any and what Sum or Sums of Money upon Bond or otherwise
Declare Whether or was not the said Charles Bramley Attorney of the said
Court in the Behalf of the Defendant to his Attorney in the
said Suit was or was not Then and There depending against the said Suit
or commenced Against Him afterwards or did You or
or did You not pray the Costs thereof and how much and what
Amount Declare How as You know and do believe

To Ditto ... 3d Look at the Paper Writing now shewn to You as Part of
Time of Your Examination Marked A purporting to be a Note
of Hand from You given and granted unto the Defendant in
the Title of these Interrogatories Named Did You or did You not
Pay and discharge the same or any and what part thereof unto
the said Charles Bramley in his Life Time or to him since his
Decease Declare Whether the said sum be due to You or not
or was not included in the said Note of Hand and how much Amount
or upon what other Consideration was the same Given Declare
and set forth the same particularly as You know or do believe

To Thomas Davis 1st Do You know the Defendant in the Title of these
Interrogatories.

Interrogatories Named & some time in the Year One Thousand
Hundred and Eighty Nine or else where Commenced a certain Suit
against Yours in the Honble the Mayors Court & Aldermen of the
of Charles Darke of Madras Merchant & whereupon a
or Right of Action was the said Suit grounded & Whereas and Charles
Lavan Attorney of the said Court on Behalf of the said Defe
as his Attorney in the said Cause. Did or did not the said Court
Decree the said Cause in favor of the Defendant & therein and the
of the Masor was and their Payment of Costs as of the said Decree and
Which were the same to be paid & Did Your did Upon & at the
Bond or recognizance therein & what Obligation was the said Defendant
Security for the Payment of the said Decree & of the Debt
of the said Suit were or were not included & made as part of the Debt
for which the said Bond or Obligation was granted & Execution
what Amount was such Costs & According to Your Remembrance
Whether You do or do not Know or believe that the said Debt
of the said Suit were or were not paid by the said Defendant or Executor
unto the said Charles Bromley or Some Other

To Peter Walker Esq. Has Your or was You Named Attorney or Agent of the Late
Administrator of the Estate and Effects of Dawsonne Drake late of
Deceased or to the Attorney or Agent of the said Administrator or Since
June in the Year One Thousand Seven Hundred and Eighty Nine, and
Seven Hundred and Eighty four or One Thousand Seven Hundred and
Eighty five or was and how long & Mason was and the Estate of the said Da
sonne Drake indebted unto the Defendant and the Debt of Three Pagodas
Named in a found due & owing or any and what Sum or Sums of Money Did
Did or did not the Defendant Frank Sequeira or any person & Application from
Your or the said Administrator or any other person or persons on their
Did or did not the said Charles Bromley write any and how many Letters
the said Administrator or to Your or any other person or persons on the
Agent to the said Administrator Making Demand of Payment of the
Money Part of the Defendants said Demand upon the said Estate & the said
Dawsonne

To the same Has Your or was You Named Attorney or Agent to the said Da
sonne Drake Deceased & if Yea whether such Demands were made
by the said Charles Bromley as an Attorney of the Mayors Court or has
and in what Capacity and under what Direction did You receive
the said Charles Bromley did make such Demands
Did or did not the Defendant Commence Another more and
how Many Suits against the said Administrator of the said Daw
sonne Drake or Against Him or any other person or persons as
Attorney or Agent to the said Administrator for the purposes of Recov
ering the said Debts or any of Money due to the said Defendant by the said
Estate or any part Thereof & If Yea Was the said Charles Bromley
employed in all or any and Which of the said Suits was the Defe
dant Attorney therein or who by name. Declare the same as You
know have been informed and do believe

To Ditto &c. Look at the Paper Writing now shewn to You and Marked D. purporting to be a Receipt
bearing Date the Day of in the Year of Our Lord One Thousand
Seven Hundred and Eighty Nine for the Sum of Two Hundred
and Fifty Pagodas on Account of the said Defendant Is
not the Said or any and what Name of Person Wrote and Signed the
said Charles Bromley Was Such Receipt Did or did not You Pay the
said Charles Bromley the said Sum of Two Hundred and Fifty Pagodas therein Acknowledged to
be Received by Him & Declare the Reason & Your Knowledge and Belief

To Bellasyse Mendelsohn Esq. Has Your or was You Named Concerned in
Charles Bromley in the Suit or Suits Interrogatories Named in
the Year One Thousand Seven Hundred and Eighty three or
Thousand Seven Hundred and Eighty four One Thousand Seven Hundred
Hundred and Eighty five or One Thousand Seven Hundred
and Eighty Six & if You Frequent Meetings or Conferences with the
the Year or any Counsel Then & Where & How Often & with Whom
Character and Circumstances of His Case & Writing & if Yea Look at the
Two

Two Exhibits now shown to You and Mkd the Marks of Examination
Marked B and C. Were and Letters with them and which the
Wrote and signed by the said Decd in the life time of Mark
You do or do not know and believe that the same or either of
Were or were not directed and sent and delivered to the Def
Do You know whether the said Exhibits have Relation to any
What Business and Dealings had by the said Decd the Mark
the Value thereof as an Attorney of the Supr Court of Mad
in what Capacity Declare the same as You know and do bel
To Dillo ... 8th Look at the Exhibit now shown to You and Mkd the
Your Examination Marked F. purporting to be a Bill of
Charges against the said Defendt Do You know whether
the Defendant did or did not pay the same and under what
in what Cause Suit or Action and whose the property
and Defendant Where & Whether the same were Charges
did Raise and Accrue and the Defendt be liable to the Defend
of such Sum and whether the said Charles Brandyer ha
Were or was and the Attorney for the said Defendant Henry Alex
in the said Cause & Declare the same as You know and bel
To Dillo ... 9th Look at the Exhibit now shown to You Mkd the
Your Examination Marked F. purporting to be a Bill of
Fees in a certain Cause therein mentioned Barbour & Alexr
Pltffs Do You do or do not know whether any and what
the Defendant as Attorney to the said Barbour in the same
in any other and what Right or Capacity in a pecuniary
whether the said Different Sums therein Credited or any and which
thereof were or was received by the said Charles Brandyer
Account of the said Suit or any other and what Account
is or is not the whole or any and what Part of the said Exhibited
and Signed by the said Charles Brandyer or by whom & Declare the
same as You know and do believe

Jo Allder Witness } No Do You know or have any other Matter or Thing or have You
heard or can You set forth any Thing touching the Matters in Question
in this Suit or Cause that may tend to the Benefit or Advantage of the
Defendant? Mad Declare the same as You know or have heard or do
believe together with the Reasons of your Belief so fully and par-
ticularly as if You had been thereto particularly & specially ex-
amined by Dr Dun
Def

Fort St George 2d August 1783

Received of Major Henry Alexander
Fanam in full of all Demands to this Day
Star Pagodas and Eight Fanams being the Balance of his Account
Stated and Settled this Fourteenth Day of July 1783
Chas Brandyer

Star Pags 135 1 8

29th Feb. 1783. Received the above Sum of One hundred & Thirty five Star Pagodas
Chas Brandyer

Three Exhibits Marked A. were shown to the Deponent
at the Time of his Examination before named and the Deponent
in this Cause signed the same & the Words the Master Court of Madras
were interlined before the Deponent signed the same
Charles Brandyer
Henry Alexander
Dominus 1788
J. Grant
Esqr

Dear Sir

I am to request the favour of Your Honour to
Own Thousand Star Pagodas in part payment of Your Fees
I am Applied to by the Different Attorneys I am

Town Hall
19th April 1785

Dear Sir
Your Most Obed.t Hble Serv.t
Chas Brownley

This Exhibit Marked B was shewn to Peter
Woodcliffe at the time of his Examination & reference to the
of the Defendant in a Cause depending before the Court of the
Mayor's Court at Madraspatnam wherein the said Charles
Brownlow Complainant and Henry Alexander Defendant
on the 3d day of Jany Anno Domini 1788

J. Chase
Esqr

Dear Sir

I am very sorry to be thus troublesome to
at this time, but am so much hurried at present I could
what to do without this trouble - You will Honour me
You will Oppose the Amount of my Bills of Costs which
I am by the Register Thousand Pagodas to take part
upon for Money

I am
Dear Sir
Your Most Obed.t Hble Serv.t
Chas Brownley

This Exhibit Marked C was shewn to Pedro
Woodcliffe at the time of his Examination & reference to the Part
Defendant in a Cause depending before the Court of the Mayor's
Court at Madraspatnam wherein the said Charles Brownlow
Complainant and Henry Alexander Defendant on the
3d day of Jany Anno Domini 1788

J. Chase
Esqr

Fort St. George 18th July 1785

Rec.d of Mr. Peter Walker Woodcliffe Two hundred and
fifty Star Pagodas for Rent of Major Henry Alexander a part
payment of same Walker Woodcliffe the Major

Chas Brownley

Pags 250

This Exhibit Marked D was shewn to Peter
Walker at the time of his Examination & reference to the Part of
the Defendant in a Cause depending before the Mayor's
Court at Madraspatnam wherein the said Chas Brownlow
Complainant and Henry Alexander is Defendant on the
16th day of Nov.r Anno Domini 1787

J. Chase
Esqr

Major Henry Alexander

To the Amount of Law Charges as included in Doctor
Davis's Mortgage Bond the Year under Date 8th September
1784 - - -

Court at Madrayapatnam wherein Thomas Charles Brumley Complainant and Henry Alexander Defendant which Court of Record was held Anno Domini 1788

F. Clive
Exr

Brumley Alexander Hon. Dr. to Sundry

To the Hon.ble Bills of Fees in Court		1753. 6. 68
By Cash Rupees	1000.	
Proctors Fees		
Hands	168. 25.	
Cash in Court 1754	50.	
Carried Forward Hons. Hands	467. 24. 40.	1686. 7. 40

Fort St George
17th June 1785

Hon.ble Mayor Court: Dr. to Mr. Brumley

To Cash Paid Mr. Brumley

This Exhibit Marked F. Was shewn to the Witness at the Time of his Examination before mentioned on the Part of the Defendant and the Same is a Copy of a Bill of Costs Depending in the Court of Record at Madrayapatnam wherein Thomas Charles Brumley is Complainant and Henry Alexander is Defendant which Bill of Costs was Taxed Anno Domini 1788

F. Clive
Exr

Mayors Court
Madrasspatnam

Between Charles Brumley late One of the Masters of the Court of Record of Madras Complainant and Henry Alexander of Madras Esqr Defendant which Action is Carried on by Elizabeth Brumley as Executrix of the Last Will and Testament of Edward Charles Brumley Deceased

On the Part of the Defendant

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

Mr. Charles Parke of Madras Aged forty seven Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant and duly Sworn on the Holy Evangelists Maketh Oath on the Eighteenth Day of January last Thereunto Interrogatories Nominated and Annexed Seven Hundred and Eighty Eight Signified at the Office of Mr. Fallowfield Proctor in this Court Attorney for the Complainant in the Title of Interrogatories Named by Order of Court Dated the Twelfth Day of January Instant and Duly Served on the Defendant and Returned Executed and Examined Depositions as follows viz.

1st To the First Interrogatory this Deponent Saith that he Knew the Late Mr. Charles Brumley for the Space of Eight Years and Upwards before his Death and Knew him in the Title of this Interrogatory and Remembers Him Above Three Years before his Death to have been Employed by the Defendant in the Capacity of a Writer in the Service of the Right Honble the Lord Clive in the Carnatic and Knows that the Defendant and the Title of this Interrogatory Named Have Been Joint Partners for Three Years or Thereabouts Past and Knows Nothing Material to this First Interrogatory

2 To the Second Interrogatory this Deponent Saith that the Defendant for the Title of this Interrogatory Named Did in the Year of Our Lord One Thousand Seven Hundred and Eighty Six Receive Bills of Exchange to the Amount of Pagodas Three Thousand Rupees Three Thousand Pagodas Two Thousand Rupees Two Thousand Pagodas Two Thousand Rupees Two Thousand Pagodas Two Thousand Rupees Two

Said Deponent saith that the said Defendant in the Title of these Interrogatories
Named did commence such Action against him this Deponent
in the Court of Star Pagodas Five Thousand and did prosecute the said
Suit that the said Defendant in the Title of these Interrogatories
so Named him for the Balance of said Account against a Decree
Year of Our Lord One Thousand Seven Hundred and Seventy Eight
Which was for a Much larger Sum than he this said Deponent
legally owed the said Defendant in the Title of these Interrogatories
Named He this said Deponent saith that the said Charles
and Allowing of the Mayors Court the County Court in the Title of
Interrogatories Named was employed on behalf of the Defendant in the Title
Interrogatories Named as his Attorney in the said Suit & this said Deponent
the said Suit so commenced against him this Deponent by the Defendant
the Title of these Interrogatories Named was settled by a Reference to Doctor
David Bond He this said Deponent saith that the Costs of the
Suit so commenced against him by the Defendant in the Title of these
Named in this Deponents Bill do not exceed the Costs of the said
=ed Against him by the said Defendant in the Title of these Interrogatories Named
Mr Charles Bromley Attorney for the Defendant in the Title of these
Named he this Deponent saith that the Amount of the Costs allowed
said Suit so commenced against him this Deponent by the Defendant
Title of these Interrogatories Named and which he this Deponent pays
Charles Bromley Attorney for the Defendant in the Title of these Interrogatories
Named was Star Pagodas One Hundred and Eighty two Fanams and
the said Deponent said his Bill to Mr Charles Bromley the Attorney
the Defendant in the Title of these Interrogatories Named Which Star
Pagodas One Hundred and Eighty two Fanams he this Deponent
said was for Thirty Star Pagodas Retaining Fees for Mr Henry Dubergard
Pagodas Seven Fanams for Fees for the Defendant in the Title of these Interrogatories Named
the Sheriffs Officers he this Deponent saith that always Strangers Pay
Costs and Charges as can be taxed and agreed by the Original Summons in
the Defendant in the Title of these Interrogatories Named and that
Deponent this Deponent saith that the Amount of the Costs allowed
the Sheriffs Officers Pagodas Twenty Eight Fanams which he this Deponent
said was for Thirty Star Pagodas Retaining Fees for Mr Henry Dubergard

Said Suit Mr Bromley the Deponent said to this Second Interrogatory
To the Third Interrogatory he this Deponent saith that he has looked at the
Paper Exhibit Marked with the Letter A now produced and shewn to
him this said Deponent at this time of this Deponent examination
purporting to be a Note of Hand given and granted by this Deponent to the
Defendant in the Title of these Interrogatories Named for a Balance stated
to be due over and above Doctor Thomas David Bonds Allowance said Deponent
said Note of Hand & Discharge the whole Amount of the said Paper
Exhibit Marked with the Letter A as a Just & Fair Account to the
Charles Bromley in his Life time Attorney for the Defendant in the
Title of these Interrogatories Named he this Deponent saith that the Defendant
in the Title of these Interrogatories Named did Borrow from him
the Title of these Interrogatories Named did Borrow from him
this Deponent this said Paper Exhibit Marked with the said Letter A saying
at the same time that he the Defendant in the Title of these Interrogatories Named
Wanted to Settle his Account with Mr Charles Bromley Attorney to him
the said Defendant in the Title of these Interrogatories Named this Deponent
said Title of these Interrogatories Named he this Deponent saith that
said Note of Hand he this Deponent Executed & Gave to the Defendant
in the Title of these Interrogatories Named this said Paper Exhibit
Marked with the Letter A he the said Defendant in the Title of these Interrogatories Named
Mr Charles Bromley Attorney for the Defendant in the Title of these Interrogatories
Named Received the Amount of the Costs allowed the said Suit
Charles Bromley Costs as Attorney for the Defendant in the Title of these
Interrogatories Named for taking out the Warrant of Arrest and Writ Letter
Mr Burnes was Star Pagodas One Hundred and Eighty two Fanams Five
Fanams Henry Alexander Costs Thirty Nine Star Pagodas Fourteen Fanams the
Total Amount Star Pagodas Two Hundred and Twenty one Fanams Five
He this said Deponent saith that the said Amount of Costs Principal and
Interest stated and charged to be Star Fanams paid by the Defendant in the
Title of these Interrogatories Named to the Defendant in the Title of these Interrogatories
Named from time to time Deponent saith the Days of the Months of
the Year of Our Lord One Thousand Seven Hundred and Eighty three Star

Star Pagd One Thousand Nine Hundred and fifty eight Pounds
Nine Pence and also the Defendant Said that the Amount of Doctor Thomas
Bould's Demand Against the Defendant for the Same Was Justly due
& owing from the Defendant to the Said Doctor Thomas Bould
at the Time of the Making & Publishing of the Said Will
One Thousand Seven Hundred and Eighty three Star Pagd
Two Thousand Eight Hundred and Twenty Nine Star Pagd
Ballance Remaining from the Same after the Debts due by the
Defendant in the Bill of Said Testators Named to be Paid
in the Bill of Said Testators Named by the Defendant
Star Pagd One Hundred and Twenty Nine Pounds
Costs as before Stated of this Suit Due Said Complainant
Brawley Attorney for the Defendant Star Pagd One Thousand
Eighty two Twenty five & also the Costs of the Defendant in the
of Said Testators Named by the Said Bill Star Pagd Thirty
Making Total Star Pagd as Three Hundred and fifty Pounds
Said Hollis and Defendant Says that he is Ignorant
Statement of this Cause & Account of the Several
Will Mentioned in the Original Paper in the Same Hand Writing
Said Mr Charles Brawley Attorney for the Defendant in
of Said Testators Named & Produced to the Defendant
Not to this Third Interrogatory
To the Last Interrogatory this Defendant Says that he Never
Sees but he this Defendant Heard of & Saw in the Bill of
Left for Many of the Mentioned Things Touching the Same
in this Cause that Testamentary Paper is Left for the Benefit
Advantage to this Defendant in the Bill of Said Testators Named
Marshall this Defendant Says Time to this Last Interrogatory

J. Chase Exr

Clue Burke

Mayor's Court at
Madras Spring Session

Between Charles Brawley late Clerk
of the Attorneys of this said Court Deceased
Complainant and Henry Alexander of
Madras Esqr Defendant which Suit is
now Revived by Elizabeth Brawley as
Executrix of the Last Will and Testament
of the said Charles Brawley Deceased
on the Part of the Defendant

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

Mr Thomas Davis Surgeon in the Honble East India Company
Service aged Thirty Eight Years or thereabouts being produced as a Witness
of the Defendant was on the Twenty Seventh Day of November One Thousand
Seven Hundred and Eighty Seven Sworn & Examined at the Office of Mr Pollier Examiner
who is Attorney for the Complainant by Virtue of a Writ of Dedimus to him
Directed & afterwards on the same Day being Sworn & Examined Deposeth as follows viz

To the first Interrogatory this Deponent Saith that he knew
the late Mr Charles Brawley of Fort St George in the East Indies
the Complainant in the Bill of the Said Testators named and that he
has for Seven Years or thereabouts Last Past Deponent as Clerk
Servant to Major General Henry Alexander of Madras aforesaid Esqr late Major
Commandant of the Corps of Pioneers & Colonel of the Regiment
in the Bill of the Said Testators named and that he this Deponent
has Known the Said Major General Henry Alexander for the Space of
Three Years or thereabouts & this Deponent has also Known
Know the Executrix of the Complainant & the Late Wife of the Said Testators
Named

Named and Sworn to known Person & Long Period in Dower
Deponent Saith Went to this first Interrogatory —

To the Second Interrogatory this Deponent Saith that this Dep
in the Title of this Interrogatory Named did in the Month
Thousand Seven Hundred & Eighty three Commence a Cert
or Action Against him this Deponent in the Court of Com
Court of Madras in the Name of Charles Darke of Madras
this Deponent Saith the said Suit was grounded upon
Deponent to Bond to the said Charles Darke & Singer Power
the said Charles Darke to this Defendant in the Title of the
Named this Deponent Saith that Charles Bromley Esqr
of the said Court was employed on behalf of the said Defend
the Title of this Interrogatory Named to be his Attorney in the
this Deponent Saith the said Court & Board Ordered
said Cause in favor of this Defendant in the Title of this Interr
this Deponent Saith that the proceedings of the Court upon
said Decree this Deponent Saith that the Costs and
paid by him this Deponent this Deponent Saith that the
Execution Prosecuted the said Defendant in the Title of this
Measures necessary for the prosecution of the said Decree
said Suit that the Costs of the said Suit were concluded and
this Deponent for which the said Bond was given and
this Deponent Saith that the Whole Amount of the said Costs exceeded
Sum of Five Hundred Star Pagodas this Deponent Saith the said
Mathew Hunt the said Major Alexander this Defendant in
Title of this Interrogatory Named did divers Letters pray or cause to
unto the said Charles Bromley this Complainant in the Title
this Interrogatory Named the said Amount of the Costs of the said
Suit And this Deponent further Saith that after the said Charles

Charles Bromley this Complainant in the Title of this Interrogatory
Named & also the said Major Alexander this Defendant in
the Title of this Interrogatory Named did Join for the said Costs
Charged against them this Deponent but that the said Defendant
in the Title of this Interrogatory Named did pay the same
And this Deponent Saith that this Deponent & the said Defendant
Jo the last Interrogatory this Deponent doth not know of any
Nor his this Deponent Heard of nor can this Deponent depose
any other Matter or thing touching the Matters in question
this Cause that can any way Tend to the benefit or relief of the said Defen
Jage to the Defendant in the Title of this Interrogatory Named
And this Deponent doth not Wish to be Interrogated

J. Cund
Ex.r

Jno. Davis

Major. Cuntate
Hindustanum.

Deposition of Witnesses taken on the Part & behalf of Charles Bromley this Complainant in a Cause depending in his Majesty's Court of Judicature at Fort St. George in the East Indies between the said Charles Bromley this Complainant and Henry Alexander Esqr Major Commandant in the Service of the United Company of Merchants of England trading to the East Indies Defendant

Mr. Peter Mathias Attorney for the said Charles Bromley this Complainant

Madras in the East Indies Read thirty Nine Interrogatories Named & Written in the Cause depending in the Court of Requests between Charles Bromley Esqr Plaintiff & Dawsonne Drake Esqr Defendant on the Part & behalf of the said Defendant & Exhibited in the said Court on the Twenty Second Day of November One Thousand Seven Hundred & Eighty by Thomas Legg Esqr Attorney at Law & Agent in the Cause for the said Defendant at the Office of Mr Publicus Lynch Notary Public & Attorney for the Complainant & for the Examination of Henry Alexander Esqr one of the Witnesses named & produced in the said Interrogatories on the Part & behalf of the said Defendant & also for the Examination of Thomas Parker Esqr another of the Witnesses named & produced in the said Interrogatories on the Part & behalf of the said Defendant & also for the Examination of Thomas Bourchier Esqr another of the Witnesses named & produced in the said Interrogatories on the Part & behalf of the said Defendant & also for the Examination of Thomas Pearse Esqr another of the Witnesses named & produced in the said Interrogatories on the Part & behalf of the said Defendant & also for the Examination of Thomas Boddam Esqr another of the Witnesses named & produced in the said Interrogatories on the Part & behalf of the said Defendant & also for the Examination of Thomas Rumbold Esqr another of the Witnesses named & produced in the said Interrogatories on the Part & behalf of the said Defendant & also for the Examination of Thomas Hodges Esqr another of the Witnesses named & produced in the said Interrogatories on the Part & behalf of the said Defendant & also for the Examination of Thomas Oakes Esqr another of the Witnesses named & produced in the said Interrogatories on the Part & behalf of the said Defendant & also for the Examination of Thomas Hall

Major Court
Madras puttanam

Between Charles Bromley late
of the Settlement of Fort St George Deceased
Complainant and Henry Alexander
Esqr Defendant Inhabitant
now living at the Choultry Bromley
Executrix of the last Will and Testament
of the said Charles Bromley Deceased
Co Witness of the Defendant

Deposition of Witness produced Sworn and Examined in this Cause on the part and behalf
of the Defendant as follows viz.

Nallaputtum Moottelliar Native Inhabitant of
the Black Town of Madras in the East Indies aged forty four Years or thereabouts
being produced as a Witness in this Cause on the part and behalf of the Defendant
Henry Alexander was on the Third Day of January One Thousand Seven Hundred and
Eighty Eight duly Sworn to the Truth of his Answers to such Interrogatories
as should be then and there put to him touching the Matters in Question in this Cause
before Stephen Lushington Esqr Advocate General of the Honble United Company of
Merchants of England trading to the East Indies and Commissioner duly appointed
for the Purpose of taking the Examination of Witnesses in this Cause by Virtue of a
Commission issued out of His Majesty's Court of Judicature at Madras aforesaid
directed to the said Stephen Lushington and Peter Auriol Esqr Attorney for the
Defendant in this Cause and by Virtue of a Dedimus Potestatem issued out of the
said Court directed to Thomas Hyde Esqr Clerk of the Crown and Peace for the
Presidency of Fort St George aforesaid and Interpreter of the Persian Language
and the said Nallaputtum Moottelliar having been first duly Sworn and Affirmed
on the Holy Evangelists of Almighty God to speak the Truth the whole Truth and
nothing but the Truth of and concerning the Premises in Question in this Cause
and having been Examined and Interrogated by the said Commissioners in the
Persian Language and Interpreted into the English Language by the said Thomas
Hyde the Deponent thereto Sworn and Affirmed as aforesaid doth depose and say
as follows viz.

1st To the First Interrogatory he this Deponent saith he doth know the Plaintiff
Charles Bromley late of Madras Inhabitant the Complainant in this Cause
and this Deponent saith he doth also know the said Defendant Henry
Alexander late of Madras Inhabitant a Major in the Service of the
Right Honble Nabob of the Carnatic the Defendant in this Cause and
this Deponent saith he doth know the said Plaintiff and Defendant
in this Cause from the Year One Thousand Seven Hundred and Eighty
Four and this Deponent saith he doth know the said Plaintiff and
Defendant for the space of Five Years or thereabouts and hath
not to his knowledge or belief any Interest in the Event of this
Cause

2d To the Second Interrogatory this Deponent saith he doth know the
Plaintiff Charles Bromley the Complainant in this Cause
Complained of in the said Interrogatory named for the Space of Five
Years or thereabouts and this Deponent saith he doth know the
Defendant Henry Alexander in the said Interrogatory named for the Space of Five
Years or thereabouts and hath not to his knowledge or belief any Interest in the
Event of this Cause

3d To the Third Interrogatory this Deponent saith he doth know the
Plaintiff Charles Bromley the Complainant in this
Cause Complained of in the said Interrogatory named for the Space of Two
Years and Eight Months and this Deponent saith he doth know the
said Defendant Henry Alexander in the said Interrogatory named for the Space of Two
Years and Eight Months and this Deponent saith he doth know the
said Plaintiff Charles Bromley for the Space of Two Thousand and Eight Hundred
and Eighty Days and this Deponent saith he doth know the said Defendant
Henry Alexander for the Space of Two Thousand Seven Hundred and Eighty Six
Days and this Deponent saith he doth not to his knowledge or belief
know of any Bill or Bills Note or Notes Bond or Bonds Deed or Deeds
Writing or Writings Account or Accounts Book or Books Paper or Papers
Matter or Thing whatsoever in his the said Deponent's Custody Power
or Possession relating to the Matters in Question in this Cause or any
Part thereof save and except the Papers Writings and Accounts
now produced and shewn to this Deponent marked Letters B & C.
Lines of this Deponent to Examine and by this Deponent
Deponent saith the Letters B and C are wrote and signed by the said
Charles Bromley late of Madras aforesaid deceased and by the said
Plaintiff Charles Bromley in his Life Time and this Deponent
has signed a Memorandum of the Letters B and C as aforesaid
Marked Letters B and C are wrote and signed by the said

Charles

Charles Bromley the Complainant in this Cause to the Bill of
Complaint in this Cause mentioned and to all
Matters and things therein contained
Answering Saith that he believes it to be true
that the said Defendant Henry Alexander
was duly Sworn and Admitted one of the
Attorneys of this Honble Court and
that he hath been for many years
last past and still is in the Practice
of the Law and this Defendant
further Answering Saith that
he this Defendant hath in the
Course of his Practice as an
Attorney at Law been employed
by the said Complainant Charles
Bromley in several Matters
and Causes and this Defendant
hath received several Sums
of Money for the said Complainant
Charles Bromley but this
Defendant Saith that he
hath long since fully Accounted
with the said Complainant
Charles Bromley for all
Sums of Money by him
received for the said Complainant
and this Defendant
Saith that he hath not
received any Sum or Sums
of Money for the said
Complainant Charles Bromley
since the Month of
January One thousand
Seven hundred and
Eighty Seven and this
Defendant Saith that
he hath not received
any Sum or Sums of
Money for the said
Complainant Charles
Bromley since the
Month of January
One thousand Seven
hundred and Eighty
Seven for any other
Person or Persons
to the use of the
said Complainant
Charles Bromley
and this Defendant
Saith that he
hath not received
any Sum or Sums
of Money for the
said Complainant
Charles Bromley
since the Month
of January One
thousand Seven
hundred and
Eighty Seven

for the said Henry Alexander the Defendant in the Title of the Cause Named in the said Cause and answer the Plaintiffs Interrogatory

To the Seventh and last Interrogatory the said Defendant in the Title of the Cause Named saith that the Complainant in the Title of the said Interrogatory Named the Sum of Two hundred and Twenty eight Star Pagodas Eighteen Fanams the said Defendant in the Title of the said Interrogatory Named at the Time aforesaid Received of the Effects belonging to the Estate relative to the Commission and the Cause and the said Defendant said he does not know of any other Sum belonging to the said Estate nor any other Matter or Thing touching the Matters in question in this Cause that can in any way tend to or be for the Use and Benefit of the said Henry Alexander the said Defendant in the Title of the said Interrogatories Named And this he the said Defendant is ready to aver and prove as this Court shall direct and Humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf sustained

J. Call

Sr

To
Messrs Mauzies & Walker
Attys to Nat. Barlow Solicitor
to the Estate & Effects of
Dawsonne Drake Esqr

Gentlemen

My Client Major Henry Alexander finding himself Labouring under Great Inconvenience from not having all the Papers relative to the Estate of Dawsonne Drake and also Not Meeting with Your Approbation of Submitting the Computation of Interest and Arbitration which has Occasioned me to prepare a Supplemental Bill of Complaint to Your Honour the last Agreement in writing and Order in Pursuance thereof and Ultimate Determination of the Duty Articles in Question, the Question of Your Honour may be Pleased to Direct and Adjudged and Bill Answer this Motion of determining the Difference and have therefore Drawn out the Bill of Complaint and Subpoena Ad Answer shall be sent to Mr Ellis Your Attorney

Fort St George
6th July 1783

I am Gentlemen
Your Very Obedt Servt
Chas Brownlow

To
Messrs Mauzies & Walker
Attys to Nat. Barlow Solicitor
to the Estate & Effects of Dawsonne Drake

I am this day transmitted to You the Amount of your Client Major Henry Alexander, as also two Bills of Costs for Your Perusal & Observance & spoke to Mr Walker and Your Solicitor Mr Ellis to Attend at the proper Time & Place mentioned but he not coming I am Obliged to Leave the Same for Satisfaction Your proposed but to which I cannot Agree I am to Request Your determination thereon by the Bearer

I am Gentlemen
Your Very Obedt Servt
Chas Brownlow
Atty for Alexander

Fort St George
7th May 1783

of the Execution thereof and for as much as by the Death of the said Charles Bromley the said Suit is become Abated as aforesaid To the End therefore that the said Suit and all Orders and Proceedings therein may stand and be Revived against the said Henry Alexander and that they may be put into the like state and Condition as the same were in, at the time they so become abated.

May it Please this Honble Court the Premisses Considered, to grant unto Your Oratrix as Executrix as aforesaid a Summons to Revive under the Seal of this Honble Court directed to the said Henry Alexander Requiring and Commanding him to be and Appear before this Honble Court, at a Certain time and place to be by this Honble Court prefixed and Appointed then and thereto Shew Cause if he can, why the said Suit, Orders and Proceedings so Abated as aforesaid, should not stand and by Revived and put into the same Plight and Condition as the same were in at the time of the Abatement thereof, and further to Answer all and Singular the Premisses aforesaid, and also to stand to, and abide by such Order and Decree as to this Honble Court shall seem Meet.

Edward Ellis
Att^y for the Compl^t

Mayor's Court at Madraspatnam } Saturday the 28th Day of June Anno Domini 1788

Present

L.S.

Mayor's Court

Edward Garrow Esquire Mayor
James Call — William Webb
Sir John Menzies — Robert Ewing
George Savage — Josias Du Pré Porcher
Andrew Ross and Robert Mitford
Aldermen

Between Charles Bromley of Fort Saint George on the Coast of Coromandel in the East Indies Gentleman Complainant and Henry Alexander of the same place Esquire late a Major in the Service of His Highness the Nabob of the Carnatick Defendant

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with Copies of a Bill for Agency and two Letters Annexed, the Defendants Answer with an Account Current Annexed, the Replication with Eighteen Exhibits Annexed, the Rejoinder with Copies of Accounts Marked No. 1. 2. 3. & 4. Annexed, the Bill

Bill of Review, the Interrogatories and Depositions on the Part of the Complainant with Six Exhibits Annexed. The Interrogatories and Depositions on the part of the Defendant with Six Exhibits Annexed, Two Exhibits on the part of the Defendant. On Hearing the Pleading and Arguments Made Use of by the Attorneys and due Consideration had thereon. This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the sum of Five Hundred Pagodas Pagodas 500 — Together with Costs of Suit —

Per Curiam

Chas. N. White Regr.

Court of Appeals at Madraspatanam

Saturday the 8th April Anno Domini 1789

Between Henry Alexander Esqr Sir George Esquire Sheriff of Fort St George Appellants the Executors of the Right Honble the late Nabob of the Carnatick Appellant and Deputy Brawley Lord Saint George Widow Executrix of Charles Brawley Deceased Respondents

This Cause coming on this day to be heard and Debated before this Court by the Attorneys on both sides upon hearing the Petitions of Appeal and Answers and the several Exhibits of the Honble the Mayors Court stated therein and the Decree of the said Court given in this Cause on Saturday the 28th day of June Anno Domini 1788 upon due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments Used by the Attorneys on both sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said of the Honble the Mayors Court do stand Affirmed and that the Appellants Petitions be Dismissed with Costs —

Per Curiam

Chas. N. White Regr.

Filed the 2d Decr 1786 —

To the Honble the Mayor's Court at Madraspatanam —

Between Koba Rowlyan Row of Madrasaur Complainant and Rahaday of the same place Inhabitant Defendant —

The Humble Petition of Lastchenna daughter and Heir of Gungadhur Dasa late Deceased Inhabitant Executrix Named in His Last Will and Testament

Most Humbly Sheweth

That the said Complainant did on the twenty first Day of November last file a Bill of Complaint in this Honble Court against the said Defendant for the Sum of One Thousand and five Hundred Pagodas being the Amount of a certain Mortgage Bond given and executed by the Defendant to the Complainant by which Bill the said Defendant Appeared and Answered and Denied the Debt in the Declaration mentioned Whereupon Issue was joined and a Decree passed and Executions issued thereon and by virtue of the said Executions the Sheriff has Levied upon and Sold the Mortgage Premises made absolute to the Highest

Dispossess thereof — Wherefore Your Petitioner can fully prove that the Mortgages were only a pretended one and were the sole Contrivance & Practice and Combination to deprive Your Petitioner of her Just Right And in Order to explain the same to this Honble Court Your Petitioner begs leave to state That Your Petitioners father the said Gunga Pidduttee Davah was possessed in his own right of the Houses and Land and other Effects to the Amount of Five Thousand Pagodas or thereabouts and being so possessed did some time about the Month of July One Thousand Seven Hundred and Eighty duly make and Publish his Last Will and Testament whereby he devised the whole Estate to his three Daughters by a former Marriage of whom Your Petitioner is the Eldest, his then Wife the Defendant Tabeecaun and a Daughter she had by her — to hold the same to them for the Terms of their Natural Lives as well Personal as Survivorship and under an Express Declaration that the said Houses should not be disposed of or otherwise alienated or any charge thereon Whatever and the said Defendant Tabeecaun Executrix and Your Petitioner the other and Eldest Daughter Executor of the said Will and Testament which Will was duly executed and on the Evening of the same Day departed this Life without Revoking or in any manner Altering the said Will Your Petitioner further begs leave to state that after the Death of Your Petitioners said father the said Defendant continued in the Possession of the said Rutnabay and for Years after Your Petitioner and the other four Legatees lived in the House of their Late father and enjoyed what they had devised to them in common agreeably to the said Testament but about this time the said Rutnabay being Advised thereto by some evil disposed Persons without the Consent of Your Petitioner and the other Legatees or even their Knowledge

Applied to the Register of the Choultry Court to have a Certificate of the said House made out in her own Name as Widow and Heir of the said Deceased supposing the said Last Will of Your Petitioners father Deceased supposing the said Last Will of Your Petitioners father And Your Petitioner and the other Legatees being all Women and not Conversant in Matters of this kind the Certificate was made out Your Petitioner and the other Legatees being all Women and not Conversant in Matters of this kind the Certificate was made out and Delivered to her before they knew any thing of it, the first Intimation they received of it being a Decree that was Pronounced against them out of the House and a Report they hear of that she has Mortgaged the same about Seven Years ago for Money upon a Bill of Sale Your Petitioner further shews that upon this Decree being Applied to Anthony Sadlier Esquire the Magistrate of this Place having Examined into the Matter directed the Choultry Register to procure and deliver to him all Effects upon the said House belonging to the said Rutnabay declaring that the said Rutnabay had given to the said Will and declaring that without the Consent of the other Parties interested and greatly and without the Consent of the other Parties interested and greatly and without the Consent of the other Parties interested and greatly and

Lacey a Mortgage Bond with Power to sue in this Honble Court and the
Same being just and due she should acknowledge the Debt and suffer
a Decree to pass against her by default and Meanwhile the Premises
be Leased and Sold and the Purchase Money should be paid to the
Plaintiff and Allowing Something to the said Duradullo Lacey for his trouble
Petitioner further shewith That this Agreement was accordingly
Carried into Execution and all Mortgage Bond made and given by the said
of the said Duradullo Lacey and Carried to Mr James Greene
One of the Attornies of this Honble Court to be kept but the said Dura-
dullo Lacey being afterwards informed that he would be Brought
Suspicious to have it made out in this own Name he the said
of the Defendant the Applied to the above Named Complainant that
it made out in his Name Your Petitioner further shewith That
of this Transaction she found means to Leave the Late Estate of her
Ingaged to the said Lombaro Gopaul Row and Liquidated Debts
to wards the Support of the said Putandagan and her Brothers and
to make him the Settlement of her Parental Estate and that of her
Sisters and to bring the Daughters of the said Gunga Dutto Dura
his Lawfull Heirs and also Nearest of Kin to the Intestate except
intitled to his Estate as such and Registered by the Last Will
last Mentioned Papers and Vouchers with the Testators Last Instructions
the Disposition and Steering by Law both of Land Cloathing the said
Your Petitioner and her Sisters And Your Petitioner shewith That
upon this the said Lombaro Gopaul Row grounded Your Petit
that she would endeavour to find out Your Petitioner further
Shewith That the Application did the Month of October Last or
about as Your Petitioner is ready to prove and the said
against the Pending Cause of Injunction by the Mortgage Bond above
Mentioned and Made out in the Name of the said Duradullo Lacey
Carried

Carried to Mr Greene as above stated Notwithstanding which
The Bond as Which the Present Suit is brought is Dated on the Third
Day of May last long before the Transactions happened which fact
so palpably inconsistant and Contradictory with the Your Petitioners
humbly Conceives fully prove the unfairness of the whole Proceedings
and Your Petitioner can further as Amply prove whenever she
shall be Required to do that no Money what ever or other Valuable
Sufficient Consideration was ever passed from the Complainant to the
Defendant therefore Submits to the Benefit of the said Decree and of
Present Suit is Carried on by him Knowledge or with the Consent
Must Consequently be Null and Illegal Grant between the Complt
and Defendant who Did Not Bear Examination but Your Petit
Covers rather Leads to think from the Solemn Promise she Made to
Made to Leave Something for Children that the said has been Concerned
Without this Knowledge Your Petitioner further shewith That
Since the Decree passed the Defendant is Dead and Your Petit
Executrix and the Last Will of the said
Gunga Dutto Dura Named as well as the Eldest Daughter
and Probate
of the said Will Requisite being produced on the part Your Petitioner
Opposed and Stayed by the said Defendant Daughters
Petitioner is therefore intitled to Letters of Administration
Tedo to Your Petitioner as the Eldest Lawful Daughter
tration of his Estate and Effects According to the Practice of this Honble
Court Your Petitioner Begs leave further to Represent that the
Defendant Gunga Dutto Dura and Mary as before mentioned
Your Petitioner can fully prove
other Considerations and Causes as Your Petitioner Submits
by the above Named Complainant to the Defendant as before
Him the Premises to be Dismissed with Costs and Your Petitioner
shall

Five hundred Pagodas being the Principal Sum and Interest
Secured in the said Mortgage Bond will if Recoverable
Proceed to be given up or paid to the said Cobareau Legrand
Not Part of Petitioners Effects and this in the manner stated
said Gunga dutton Davah the Original Owner thereof
Petitioner and their Sisters who are his Lawfull Heirs and
Legatees Named in his Last Will Credit Executor Legatee
died of their Patrimony by these Iniquitous proceedings
Expence and Ruin

Your Petitioner being ready to prove all the above
said allegations Most Humbly therefore Prays that this
Honble Court
Would Most Humbly therefore Pray that this Honble Court
Ordered do take off this Seals from Your Petitioners Property
that the said Complainant Pay all Costs of this Petitioner and
Proceedings thereon

And Your Petitioner as in Duty Bound
Shall Ever Pray

P. Walker
Atty for Petitioner

Fort St. George 22nd May 1787

The Answer of Cobareau Legrand to the Petition and Bill of Complaint of Gunga dutton Davah and Hingoo Gunga dutton Davah Minors by their Guardian Cobareau Legrand Complainants

Between Cobareau Legrand Complainant and Richard Johnson Defendant

The Respondent Admits that the Defendant Johnson Formerly on the first Day of November last filed a Bill of Complaint in this Honble Court against the said Defendant Richard Johnson for the Sum of One Thousand and Five Hundred Star Pagodas being the Amount of a certain Mortgage Bond that the said Mortgage Bond was executed by the said Defendant Richard Johnson to the Complainants Father Gunga dutton Davah deceased but the Respondent denies that there was any the least Combination between the said Defendant Richard Johnson and the Complainants Father to defraud the Complainants of their just Rights, This Respondent submits to the Judgment of this Honble Court that the said Defendant was equally and truly indebted to this Honble Court that the Defendant was equally and truly indebted to this Honble Court that the Defendant was equally and truly indebted to this Honble Court that the

assertively and Altogether foreign to their Respondents Claim pursuant to any
to any Advertizement standing upon the said House by the Order of Anthony
Sadlier Esqr containing all Persons at their Peril to give Caveat that the same
it may better come to the Respondents Knowledge to receive the Petitioners
any Right to interrogate this Respondent touching or concerning the
Same she having Obtained a Bill of Sale legally and duly executed
thought proper to Lay this Matter before the Worshipful
Would not be drawn away by any Advertizement, which if followed
the said Anthony Sadlier proved how he came by the same
the fair Representation, Audit &c to which he and his Partner
Respondents power to make Use of all their Parts of the said
Petition, as the Major part of them were to be concerned in the Matter and
it was equally impossible and unnecessary for this Respondent
to know or inter fere with under these Circumstances this Respondent
does not imagine she has any Right to give any Answer further
Answer to the said Petition, and Humbly prays that she may
be dismissed the Court with all and Singular the Premises and
Grounds therein and by Virtue of the Execution thereof sold
And that this Respondent be allowed her Costs of Suit and
Costs and Charges in this behalf sustained

L. Spencer
for Respondent

This is certify that Malaswara Saugan and Kathiris
Day appeared before Me, on behalf of Rattnaboya and produced
Vencataswara Palabadra Dawey and Pundey Sadajewala
Rajaraia Persons of Credit, who declare that they have known the
said Rattnaboye Twenty Years, and that they know the premises
said to a House and Ground containing on length from North to
South One Hundred and Thirteen Feet, and in Breadth from
East to West at the North End Thirty One Feet, and three quarters,
and at the South End Thirty five Feet, together with a Piece of
Ground adjoining, Measuring in length from East to West twenty
Seven Feet and a half, and in Breadth from North to South Four
teen Feet, which Premises are situated at Pedda Maiden Pettah
in Yagambra from and Street, between the Houses of the said
Vencataswara Palabadra Dawey, and the said Pundey Sadajewala
Rajaraia, and descended to them as Heirs to their Husband Ranga
Dutt Ranganaud Dawey, Deceased, which Premises the
said Ranga Dutt Ranganaud Dawey was possessed of Eighteen
Years, and after his Decease the said Rattnaboye the Elder
possessed it since two Years, without any Dispute or Question of
their Right thereto that no answer a proper Advertizement was
duely affixed upon the Door of the above mentioned House, Pur
suant to the Direction of this Certificate, to give notice that
they the said Vencataswara Saugan and Kathiris had the said Malaswara Nain
gan and Lease from said Rattnaboye,
all which the said Vencataswara Saugan and Kathiris declared and
subscribed in View of Several Persons to the Number here under
Malaswara Saugan and Kathiris, that the said Rattna
boye was in full and Lawful Possession of the said House
and

and Ground free from any mortgage or incumbrance whatsoever
But that the Bills of Sales of the said Premises have been lost or
above Premises having been examined and measured by good
=praisers and Masters, Bricklayers employed for that purpose
Valued by them at the Sum of One Thousand and Two Hundred
Pagodas To testify the true Value of Which and hereunto to set our
Hands and Cause the Seal of the Choultry Court at Fort Saint
George to be affixed this Twenty fifth Day of January One
Thousand Seven Hundred and Eighty three

Witnesses
Cll. [illegible]
Venkadaswara Pulabutra Dasay
[illegible]
Punday Sadasiva Rajaram
[illegible]
Town Cancapilly Peria
Assist.
Geo. Stratton Master

Regd. Fort St. George
this 28th Day of January 1783

(Signed) William Ross
Regr.

(Signed) Wm. Sadleir Justice
Rob. Barclay

Vesovanada Dava
Venkatasha Dava
Annaraswara Dava
Balakistna Pandia
Ramanada Pattoo
Annutesam Dava

Interrogatories to be Administered to
such Witnesses as shall be produced and sworn and
Examined in a certain Matter now in Dispute
between Late Cumpoy the Daughter and
Heiress of Gungalo Dutton Dava Deceased
also the Executrix named in the Last Will and
Testament Petitioner and Coobanow Cojah now
Respondent in a Cause now depending in the said Court
Banow Cojah Cowis Cangabanand and
Rutnabay is Defendants

On the Part and behalf of the said Petitioner

1st Do you know the Parties above named and
Witnesses } which of them? How long have you known them and
either of them Declare

Vesovanada Dava
Venkatasha Dava
Annaraswara Dugue } 2. Did you know Gungalo Dutton Dava the
Father of the Petitioner? If you have known him declare
and State for How long you have known him and
Whether he died Rich or Poor and Whether he died
above or under the Age of Fifty Years and
also declare Whether he died Possessed of any Houses
Lands or Gardens and if so Where the same are Situated
and whether he died Seized or Possessed of any Money
Bonds Bills of Exchange Promissory Notes or Debts
owing to him at the time of his Death and if so
Declare the Amount thereof and by whom the same
were owing and Whether the said Gungalo Dutton Dava
Died Possessed of any Jewels Gold or Silver
or Wearing Apparel and if so Declare the Value
thereof and by whom the same were Valued and
Whether the said Gungalo Dutton Dava Died Intestate
or Made any Will and Testament and if so Declare
Where the same is or was Made Do you or do you
Remember

Then

the Contents of such Bill if true Relate thereunto Particularly
and say whether the said Hungah Dullow Dava Didor did in
Law Ratnaboy and Latchenny Boy the Executrix therein named
Devise the Effects he should be possessed of to the said Ratnaboy and
Latchenny boy and their Heirs other Children and to the Survivor
of them or to whom he did dispose the Residue thereof and the
House and Land in part of same Effects were Mortgaged by
the Testator as in Bill mentioned without Authority as many
of far Person as any further Answer to the Bill they severally
have cause to use shall and do refer themselves to the Deed
before them this Last Will about the Date of the Day said to be
published this Will Did they or Did they or Did they or Either of them
Law Ray and Did they or Did they or Did they or Either of them
Profession was the Will Proved after the Death of the said Hungah
Dullow Dava Declare

To Ratchitty Pandia
Vencatachia Dava
Ramanada Pullay
Veeravanda Dava
Arunachalam Dava
Arunachalam Dupat

} 3. Did they or Did either of their Petitioners and their Wives Sisters
in the House of Hungah Dullow Dava Did and after the Death of the
Testator Long Lived the Testator Mary Ann and the said Ratna
Boy and Lived they or some of them together in the House
Register of the Court to have a Debt of Rate of the said Testator
Did they or Did either of them Make and Publish and
Year and were the Applications known or Concealed by the Petitioners
the other Parties named in the Bill Mary Ann and Pillay Rate of
said House and Land in the Name of the said Ratnaboy and
other Year Did they Petitioners or the Parties knew of the Testator
same was Compleated Rubbed and they find them knew and by what
Circumstance Did or Did and the said Ratnaboy was to have Allowed
the said House and was to was and Lawfully by year for that Consideration
to raise Money upon the said House by Mortgage or Did or Did and the
Petitioners Money and Jewels Rate by process of the Petitioners or how else
Anthony Sadlier Esquire the Executor of the Will therein mentioned

Year Did or Did not the said Anthony Sadlier examine into the matter
and if Year Did he or Did he not direct the Register of the said Court
Court to Procure such Advertisement to be Issued upon the said House and
Year he Did or Did not Declare that Ratnaboy had privately and without the Consent of the
other Parties procured a Certificate by the said House and knew the Name
that such Certificate did not belong to her but
jointly to all the Legatees mentioned in the Last Will of the said Hungah
Dullow Dava and that Ratnaboy Lachenny Boy the same jointly for their Lives
without any Power to dispose of the same and that upon the Decease of all
were to take Notice that no purchasers for Land Money were upon to come
after and that such Report was the said Advertisement Declare

To Vencatachia Dava &c. Do you or Do you not know of any Agreement having been Entered into by the said Ratnaboy about Marriage Defendants and
One Dava Dullow Lovey relating to the House and Purchase of Year and that
Was the Purport of such Agreement Did you or Did you not hear them
Talking there and were you or were you not present and taken such Agree-
ment was Written Out Did they or Did they or Did either of them
Peruse and Revise You to be a Witness thereto Manner and that the
said Ratnaboy should execute the Mortgage to the said Dava Dullow Lovey
of the Bishop Dales of the said House and the Power to sue in this Honble Court
and that upon it being quited that the said Ratnaboy should Acknow-
-ledge the Debt and Suffer a Decree to pass against her so that the House
might be Sold and the Proceeds Paid to her and that the said Dava
Dullow Lovey should Receive One hundred Pagodas for his Trouble to
what other Purport Terms and Agreement made Were or was the same
-rably Executed by Deed or Deeds Thereof made a Mortgage Bond made and
in the Name of the said Dava Dullow Lovey and Signed by the said Rat-
-naboy and was or was not the said Deed Executed to Mr Greene and Duly
Attested Year Honble Court to be and Declare and Mr Greene and Lovey
Mr Greene and Lovey was and Did Relate Particularly and Declare
the whole You know thereof

To

To Wanalatcha Dava & Weeramada Dava } ... 5th ... Do Your Orator Humbly Sheweth that by Virtue of a Decree Pronounced in this Honble Court on the 5th day of October 1784 in a Certain Action Depending in this Honble Court Between Your Orator Complainant and Relative to Allowing his Name to be made Use of in a Mortgage Bond and Suit to be brought thereon Against the said Ratwaboy of the One Part and Relating to the Particular Thing Where Your Orator Was Humbly Prayed at the House of Loobarow Cegaloow Where Situated in the Island of Ceylon on the Fifth day of October One Thousand Seven Hundred and Eighty Six or at such time as the Petitioner and her Sister Should Attain the Age of Twenty One Years which Decree Your Orator Hath Obtained a Copy whereof he Prays Leave to Refer to when Produced and Your Orator Hath Been Informed that the said Loobarow Cegaloow Did Say that he was going to take a Mortgage of the said House in his Name that the said Ratwaboy Should Know that the House belonged to them and that therefore they intended to Mortgage the same to them and that they Would Give Security to the said Ratwaboy Pursuant to which they Did Accordingly Give Security to the said Ratwaboy Upon which the said Loobarow Cegaloow Did Thereupon Explain to the Ratwaboy the following Words Viz. Now all Men from the Beginning Know Your Father made a Will and gave that House among You all How can Fifty Rixdollars Pass from me to Any Person for the Same Pursuant to which Your Orator Did Accordingly Pass from him the said Loobarow Cegaloow the said Fifty Rixdollars and Did Not Receive any thing to do with the said Business and Did Not Intend to Receive any Thing Pursuant to which Your Orator Did Accordingly Receive and Did Not Receive from him any Knowledge of the Petitioners Rights Thereto and the Conversation the said Ratwaboy Did Not Ever Give any Money for the said Mortgage or any other Account as he had Stated in the Conversation Pass at Galle Dalawa the Mortgage Bond given by the said Ratwaboy to the said Dava Dutton Jeny and when it was Carried into Execution Pursuant to the Date of the Same Transacted by Either and Which of them and Long after the Date of the Mortgage Bond and the Present Suit is brought Declare

To Ramanada Dutton } ... 6th ... For as much as the said Ratwaboy Did Since the Decree Passed in this Honble Court Petition your Lordship by his Surviving Executrix of the Last Will of the said Ganga Dava Lokehoris the Eldest Daughter and Heir

First to Limit were Not Nor were Not Found Present in the Month of November One Thousand Seven Hundred and Eighty Six or at Same Other and Weather Time Some Short Time Before the Death of the said Ratwaboy in the Room Where She Then Lay Did or Did Not the Petitioner and her Sister or either and which of them Complain to You or to Whom Else in Your Presence that the said Ratwaboy was going to Deprive them of their Property in this Manner Did She or Did She Not Then Give or Take the Bill of Sale of the said House from Under her Pillow and Shew to You and Desire the Petitioner and her Sister Not to be Uneasy that She had the Bill of Sale and that when She Died the House Should be Possessed by them all as her Husband had Directed and that the Petitioner Late Enny boy Should Have the Same Management of her Husband's Estate as She had Declared the Whole You Know of the Premises

To Balakirishna Pandiah } ... 7th ... Do You or Do You not Believe that Cangany and Ramanada Battoo } Mudliar

What Sum of Money had been Paid by the Defendant Loobarow Cegaloow to the said Ratwaboy in Part Do You or Do You not Believe that the Mortgage Bond was Executed without any Fraud Deceit or Circumvention Practised Upon the said Ratwaboy at the Time of Executing the same Do You Believe that the said Loobarow Cegaloow was Moved to Execute the said Bond as being the Husband of One Thousand and Two Hundred Pagodas being the Sum Said for Should the Same Succeed without Having Procured any Real Valuable Consideration for the same Or was it not Rather for the Sum of Money with the Interest and Costs of Suit Due upon the Value of the said House and of the same was Sold and that Money Money paid to the said Loobarow Cegaloow and Now Claimed by the Petitioner and her Sister Become Mortgaged and Liable to the Payment of the Same Was the said House Sold by the Deputy of the Sate and by Virtue of the Decree to Him Declare

To

To all the Witnesses &c. &c. Do you know or can you say any thing touching the Petitioner or this Matter in Question? Declare what you know or do believe together with the Reasons of your Knowledge and Belief.

P. Walker
Notary Public

Mayor's Court at Madrasapatnam. Between Lakshmanaboy the Daughter and Heir of Gungala Dutton Dava Deceased also the Executrix named in his Last Will and Testament Petitioner and Lobbaraya Pegada here Respondent touching a Cause therein depending between the said Lobbaraya Complainant and Retua boy Defendant

On the Part of the Petitioner

Deposition of Witnesses taken this Cause depending Examined in this Court as follows viz.

Nedoovinnada Dava a Souccaren Inhabitant of the Black Towns of Madrasapatnam aged about Sixty Years or thereabouts being produced as a Witness on this Affair on the Part of the Petitioner was on the Eleventh Day of November One Thousand Seven Hundred and Eighty Seven Sworn to all which Office of Mr. Fullarton Gunner and their Attorney for the Respondent Duly sworn and also of the Notes of the Interpreter and Clerk Reading over to the Deponent and by him Declared Examined Deponeth as follows viz.

1st ---------- To the first Interrogatory this Deponent saith He doth know Lakshmanaboy the Petitioner and the Late Husband of Gungala Dutton Dava deceased viz. Gungala Dutton Dava father to the Petitioner and this Deponent saith He doth know the Complainant and the Late Husband of Gungala Dutton Dava deceased viz. Gungala Dutton Dava father to the Petitioner and this Deponent saith He doth know Retua boy the Defendant and this Deponent saith He doth also know Retua boy the Defendant in this Cause and this Deponent saith He doth know the Late Husband of Gungala Dutton Dava deceased viz. Gungala Dutton Dava father to the Petitioner

the Title of these Interrogatories Named that Subscribing Witness
Named in the said Will Viz. Thos Dynan to prove the
Dynan said he was one Witness to the Execution of
the said Will of the said Gungah Dutton Dana father to the
Petitioner in the Title of these Interrogs Named Thos Dynan
said that he himself was and One of the Witnesses to the Execution
of the said Will of Gungah Dutton Dana the father to the Petr
the Title of these Interrogs Named and Thos Dynan said
that one Ramaraowa Dugut was One of the Witnesses to the
Execution of the Will of the said Gungah Dutton Dana the father
to the Petitioner in the Title of these Interrogs Named Thos Dy
nan said that he the said Ramaraowa and Dugut the Subscr
ibing Witnesses to the Execution of the said Will
Thos Dynan said that the said Will and the Signatures
Contents of the said Will Thos Dynan said that he was
father to the Petitioner in the Title of these Interrogatories
Named and was follow that he the said Gungah Dutton Dana did
sequester and Reserve that Share or Estate of his Estate to pay and
should be equally enjoyed by Radhabon the Defendant in the
Title of these Interrogs Named and Lakshmeny Dasy the Petitr
the Title of these Interrogs Named and that they the said Defendt
and the Title of these Interrogs Named and the said Petitr in
Title of these Interrogs Named should and did equally and
Recd and till do enjoy the Mortgages encumbrances allowed to

or any part of the said Estate without the joint and common Concurrence
Approbation of the Petitr in the Title of these Interrogatories Named and
the Defendant in the Title of these Interrogs Named and that in Case of
the Death of either the Defendant and the Petitr of these Interrogs Named
or the Petitr and the Title of these Interrogs Named the said Estate was to
devolve to the Survivor Thos Dynan said the Contents of the said
Will also specified that in Case of the Death of both the Petitioner
in the Title of these Interrogs Named and the Defendant in the
in the Title of these Interrogatories Named the said Estate was
to devolve to the Issue Children and that in Case of their Death then
being all Minors the Income should be accumulated to be
Charitable purposes Thos Dynan said that the Income
in Question was a part of the Estate of the said Gungah Dutton
Dana the father to the Petitr in the Title of these Interrogs named
Thos Dynan said the Custom among the Thos Dynan Cast
said that the Custom among his Thos Dynan Cast is for
Persons of any Fortune to be able to die without Issue and Thos Dyn
=nan said that this Custom was not known to Thos Dynan
before his Friends and Neighbours Thos Dynan said the said Gungah Dutton Dana father to
=the Petitr in the Title of these Interrogs named did publish and
declare his Will about Eight to Ten Days before his Death Thos Dyn
=nan said that the said Gungah Dutton Dana father to the Petr
in the Title of these Interrogatories named did regard Thos Dynan
in the Title of these Interrogs Named as his Friend and Executor
of the Said Will and Testament Thos Dynan said that the said Gungah Dutton Dana father
to the Petitioner in the Title of these Interrogs named did
Thos Dynan said that he the said Gungah Dutton Dana father
to the Petitioner in the Title of these Interrogs named
Executor of the said Will and Testament Thos Dynan said that

that

that after the death of the said Grace Gerrard the
Petitioner in this Cause Interrogatories named the last Will
Testament was testified by the oaths of the Defendant
in the Bill of this Interrogatories named and one of the Defendant
Deponent to the first and second Interrogatory
3rd ——— To the third Interrogatory this Deponent doth say that the Peti
in the Bill of this Interrogatory named and that the Petitioner
Love and Irene Love the Sister of Grace Gerrard the Daughter
his deceased this Deponent doth believe that the Petitioner the Sister of the
Interrogatory named and the Petitioner Sister Irene Love were
this Deponent doth believe that the said Petitioner the Defendant
title of this Interrogatory named to and for
Dame Dublin County Registry to the Register of the Chancery Court
to have a Bill of Sale of the said House made out in the said
Defendant to Name this Deponent doth believe that the Defendant
in the title of this Interrogatory named did execute such Registry
this Deponent doth believe such Registration was executed by
Defendant in the title of this Interrogatory named without the C
sent and knowledge of the Petitioner the title of this Interrogatory
Named or the other parties Named in the Bill this Deponent
further saith a Bill of Sale was executed in the Name of the Defendant
in the title of this Interrogatory named and was delivered to and
said Defendant in the title of this Interrogatory named this Deponent
ment the Petitioner in the title of this Interrogatory Named and
the parties did and know any thing of this transaction further
Was complete by the this Deponent doth believe the Petitioner in the
title of this Interrogatory named and the parties first knows of
this Event by the Defendant in the title of this Interrogatory named
Making Many Solicitations for the Petitioner in the title of this

Interrogatories Named and the parties to leave the house this
Deponent further saith the Defendant in the title of this Interrogatory Named
did under our to seem thereout of the said house this Deponent
said Duress was reported that the Defendant in the title of this
Interrogatory named was to raise Money upon the said house by
Mortgaging it this Deponent doth believe that the Petitioner applied
title of this Interrogatory named in Order to prevent the Defendant
in the title of this Interrogatory named doing so, this person and
Make a Complaint to Mr Ladlier the Justice of the Month
this Deponent doth believe Mr Ladlier did examine into the
Complaint this Deponent doth believe Mr Ladlier did direct
the Register of the said Chancery Court to prosecute and Advertize
the said house this Deponent doth believe such Advertizement was to prosecute
the Mortgage of the said house the
Defendant in the title of this Interrogatory named was not the
Lobland exclusive proprietor of the said house this Deponent
said did declare that the Defendant in the title of this
Interrogatory named hastily and without the Consent of the
other Parties procured a Certificate of the said House in the
Name of the Defendant in the title of this Interrogatory named
that not withstanding such Certificate did not belong to
the Defendant in the title of this Interrogatory named but joint
to all the Legatees mentioned in the last Will of the said Grace
Dutton Gerrard and that they were known by the appellation for
themselves without any power to sell or alien the same and
that there several persons were to take Notice and to prosecute

or Tenl Money thereupon — and Mary Scallon Defendants
Not to their Second Interrogatory
To ——— To the first Interrogatory the said Defendants Saith he does know
that an Application was made to the Complainants in the Bill
Mentioned Interrogatory Named to allow the said Complainants
Made a Mortgage Bond and Lease to be brought by the
Against Patrick Scallon the Defendant in the Bill of Complaint
the Said Defendants Saith that the Application was made
Made by the Petitioner in the Bill of Complaint Named
to take a Mortgage from the Defendant in the Bill of Complaint
Named the said Defendants Saith that he was present at the
house of the Complainants in the Bill of Complaint Named in the
Month of October One Thousand Seven hundred and Eighty
when the Petitioner in the Bill of Complaint Named and
her Sister Sarah Scott by Joyce informed the said Complainants
of the Interrogatory Named that they were told that the said
Complainants in the Bill of Complaint Named was going to take
a Mortgage of the said House and Lot from Patrick Scallon
the Bill of Complaint Named and that the House be
-ged to them the Petitioners in the Bill of Complaint Named and
Sister Sarah Scott Boy and that therefore they entreated him the
Complainant in the Bill of Complaint Named not to
-med the House as it would be the Ruin of them the said Petitioners
in the Bill of Complaint Named and their said Sister Sarah
Scallon Defendant Saith that the said Complainants in the Bill of
Complaint Named did in Reply tell the Petitioners in the Bill of
Complaint Named and their Sister that they the said Complainants
in the Bill of Complaint Named Knew all their Affairs

from the beginning that he knew the Father of the Petitioners
the Bill of Complaint Named made a Will and that the
Father of the Petitioners in the Bill of Complaint Named gave
The House among Yowall how could he the said Complainants
Bill of Complaint Named gave the House among Yowall
how could he the said Complainants in the Bill of Complaint Named
Contained the Business or Words to that effect the said
Said Defendant Saith that the said Defendant did understand
and conceived from what he had heard that the said Complainants
Bill of Complaint Named did not intend to meddle in the
Business of the said Defendant Saith that did not
did arise that the said Defendant did from no concern and
believe from the Knowledge the Complainants in the
Interrogatory Named had of the Petitioners in the Bill of Complaint
Named had Threatened from the said Complainants in the
Bill of Complaint Named to the said Defendant in the Bill of Complaint
Named did not to the said Complainants in the Bill of Complaint
Named did not Money for the said Defendant Saith he
does not know that the Mortgage Bond was given
by the Defendant in the Bill of Complaint Named to Daval Dutton
Joseph nor does he the said Defendant know when the said
Defendant in the Bill of Complaint Named gave the said
Mortgage Bond to him the said Daval Dutton Jerry — the
said Defendant Saith that he does not know when the said Mortgage
Bond was given by the said Defendant in the Bill of Complaint
Named to him the said Daval Dutton Jerry was executed but
Grenson the said Defendant Saith that he does not know that
the Estates of the Complainants

Memorials Long after the date of the Mortgage Bond on which
Present Suit is brought Produced the three said Deponents
Not to this first Interrogatory

To the Last Interrogatory the three Deponents Said they Did
know of any other matter or thing more or less for the
More touching the Matters in Question in this Cause
Contend to the benefit of the Petitr in the Bill of the
Named & Produced these Said three Last Interrogatory

J. Chase
Esr

Mayor's Court
Madrass Patnam
Between

Deposition of the Witnesses taken in this Cause
Venkatachee Dass a Gentoo aged about Forty five Years
East Indies Aged Forty five Years or thereabouts being
Oath to the Petitioners case on the first day of November
sworn and Cautiously Examined on their Oaths
for the Respondent but Declining to Answer to the
of the Interrogatories Named & Produced to
Said Deponents and Declare as follows

635.

1st ..... To the first Interrogatory the three Deponents Said they Do know the Petitioner
in the Bill of the three Interrogatories Named and have so known for these
Petitr in the Bill of the three Interrogatories Named three Years or thereabouts
the three Deponents Said they Do know or have Cognizance of the
of the three Interrogatories Named and have so known for the said
Bill of the three Interrogatories Named three Years or thereabouts the Deponents
said they Do know Rabsaby the Defendant in the Bill of the three Interrogatories
Named and have so known for the said Defendant in the Bill of the three Interrogatories
Named three & Years or thereabouts And more the three Deponents said
Not to this first Interrogatory

2d ..... To the second Interrogatory the three Deponents said they Did know Gungala
dutton dava father to the Petr in the Bill of the three Interrogatories Named the Depon
ents said they Did know Gungala dutton dava father to the Petr in the Bill
mentioned in the three Interrogatories Named paid annuity of Pagodas
three Interrogatories Named paid annuity of Pagodas about five hundred thousand
Star Pagodas the Deponents said they Did know Gungala Dutton dava father
to the Petr in the Bill of the three Interrogatories Named departed this life
about Seven Years ago the Deponents said they Did know Gungala dutton dava
father to the Petr in the Bill of the three Interrogatories Named died Quarrelsome
Tailor Blacksmith and Publick Scribe the Deponents said they Did know
Bill of Gungala Dutton dava father to the Petr in the Bill of the three
Interrogatories Named Dava Gunga Tailor
Gungala Dutton dava the Deponents said they Did know Gungala
dutton dava father to the Petr in the Bill of the three Interrogatories Named
Five Hundred Pagodas or thereabouts Gungala Dutton dava father to the Petr
the Deponents said they Did know Gungala Dutton dava father to the Petr
in the Bill of the three Interrogatories Named & Produced the Deponents
Bill mentioned the Deponents Depose and Say that they have
Witness to the Execution of the Bill of the three Interrogatories Named
father to the Petr in the Bill of the three Interrogatories Named the Deponents
said they have Seen one of the Witnesses to the Execution of the
Bill of Gungala Dutton dava the father to the Petr in the Bill of the three
Interrogatories Named and the Deponents said they Did Not Know the

August

Dugat was the Eldest Child of the Executrix of the said Will of the said Gungah Dutton Dava the Father of the Petitioners in the Title of the Petitioner Lutenyo Manned Alias Dyonan and that the Petitioner Lutenyo Manned Alias Dyonan and the said Ramaswara Dugat did subscribe their Names as Witnesses to the Execution of the said Will Alias Dyonan and that the said William Dyonan did before the said William sign and Declare the said Will to be the last Will and Testament of the said Gungah Dutton Dava the Father of the Petitioners and the said Petitioner Lutenyo Manned Alias Dyonan and that the said William Dyonan did at the Time of his Death reside at Colombo in the House where the said Will Alias Dyonan and the Petitioners have resided and that the Petitioners have been informed and do believe that the said Will so Signed by Gungah Dutton Dava the Father of the Petitioners in the Title of the Petitioner Lutenyo Manned were as follows that the said Gungah Dutton Dava did bequeath and devise that the whole of his Estate Property and Effects should be equally enjoyed by Ratnaboy the Defendant in the Title of the Petitioner Lutenyo Manned and Lokoboy the Petitioner in the Title of the said Manned and that the said Defendant in the Title of the said Lutenyo Manned and the said Petitioner in the Title of the said Manned should pay all Debts Legacies Mortgages and Incumbrances affecting the said Estate and that the said Defendant in the Title of the said Lutenyo Manned and the said Petitioner in the Title of the said Lutenyo Manned should have the Power to sell and dispose of the said Estate for the Purpose of paying the Debts and Legacies of the said Gungah Dutton Dava the Father of the Petitioners in the Title of the said Lutenyo Manned and that the Defendant in the Title of the said Lutenyo Manned and the said Petitioner in the Title of the said Lutenyo Manned should enjoy the said Estate in equal Shares and that in case of the Death of either of them leaving a Widower the Survivor should be and become the Guardian of the Children and that in case of the Death of the said Gungah Dutton Dava the Father of the Petitioners in the Title of the said Lutenyo Manned before the Execution of the said Will Alias Dyonan and the Petitioners have been informed and do believe that the said Will was executed in the Presence of the said William Dyonan and that the said Will was executed in the Presence of the said William Dyonan and that the said Will was executed in the Presence of the said William Dyonan and

Named David Duff Lorey to Apply to the Lords of the Council
Court to have a Bill of Sale of the said Lands and Tenements
the said Defendants Named this Deponent and William
Defendant and the Bill of the Petitioners Named this
Application this Deponent said that the Defendant
the Bill of the Petitioners Named did on a Day
this Deponent said to the Defendant Named
Defendant in the Bill of the Petitioners Named a Bill of Sale
Bill of the Petitioners Named and was delivered to the
Defendant in the Bill of the Petitioners Named to
delivered to the said Defendant in the Bill of the Petitioners
Named this Deponent said to the Petitioners and the Bill of the Petitioners
Named and the parties did not know if this Deponent
Bill was completed this Deponent said the Petitioners and
Bill of the Petitioners Named and the parties first known
Court by the Defendant in the Bill of the Petitioners Named
having many Solicitations of the Petitioners and the Bill of the Petitioners
Named and the parties to leave the House this Deponent
the Defendant in the Bill of the Petitioners Named declared
to turn them out of the said House this Deponent said that
said that the Defendant in the Bill of the Petitioners Named
to raise Money on the said House by Mortgaging this Deponent
said that the Petitioners and the Bill of the Petitioners Named
procured the Defendant in the Bill of the Petitioners Named
being a Widow and was taken Complaint to the Lords of

Justice of the Most Honourable this Deponent was also examined
into the Complaint of this Deponent said the Lords of
Privy Council this Deponent said the Lords of Council
Privy Council to procure and Advocate
Bill of the Register of the said Council by Court to procure and Advocate
ment to the Office of the said House this Deponent said
Report to the Advertisement was to prevent all Persons lending
any Money upon the Mortgage of the said House as the Defendant
the Bill of the Petitioners Named was and the said House
Proprietor of the said House this Deponent said that
Defendant in the Bill of the Petitioners Named had procured
Without the Consent of the other Parties procured a Certificate of
the said House in the Name of the Defendant in the Bill of the
Petitioners Named to the Defendant in the Bill of the Petitioners Named
not belong to the Defendant in the Bill of the Petitioners Named
but Joint Property of the Legatees mentioned in the Will of
said Deceased Duff Lorey and that they were to enjoy the same
said Property Lorey without any Power to sell or dispose
Property for the same without the Consent of the Legatees
and the said House for the Purpose aforesaid and that this Deponent said
on said Money House and Premises this Deponent said
Note to the third Interrogatory
4th ——— To the fourth Interrogatory this Deponent said that he knew
of said Agreement having entered into by the Defendant in the Bill
of the Petitioners Named and One David Duff Lorey in the
the Petitioners Question this Deponent said the Agreement of the
said Agreement was that the said Order Agreement the other Legatees
from engaging any part of the said Estate of the said Deceased
David Duff Lorey the Petitioners and the Bill of the Petitioners Named
the Defendant in the Bill of the Petitioners Named and Deponent
as far as to the said Agreement to the said David Duff Lorey

Interrogatory

Named David Dull Esqre Appeals to this Court be leave to file Bill of Sale of the said Negro Woman Slave named Defendants to named this Defendant to the Petition of the said Defendant Petitioner and the Bill of Sale was made out and executed by the said Defendant Petitioner to the said Defendant Petitioner and the said Defendant Petitioner hath not delivered the said Negro Woman Slave named to the said Defendant Petitioner but refuses so to do

Signifying that the Defendant in the Title of these Suits
Named had borrowed of them the said Dava Sutton Soorey the
Sum of One Thousand and Two hundred Pagodas and had
Mortgaged the said premises and that moreover the said
Defendant in the Title of these Suitors Named agreed that in
case the said Dava Sutton Soorey should prosecute before the said
Defendant in the Title of these Suitors Named in the Honble
the Mayor's Court for the said Agreement & the said Defendt
in the Title of these Suitors Named would appear and Reple
=dge the Debt, This Deponent saith he did hear the Defendant
in the Title of these Suitors Named and the said Dava Sutton
Soorey talking about the said Agreement but this Deponent
said he was not present when the said Agreement between
the Defendant in the Title of these Suitors Named and the
said Dava Sutton Soorey was written and this Deponent saith
that the Defendant in the Title of these Suitors Named and
Dava Sutton Soorey to the said Agreement in this Their
Deponents presence and This Deponent saith that the said Dava
Sutton Soorey and the said Defendant in the Title of these Suitors
Named did then in this Deponents hearing declare that
This Deponent should receive what the Defendant
in the Title of these Suitors Named should recover of
the said Dava Sutton Soorey of the Bills of Sale of the said
Houses when Recovered in the Honble Court and that upon
it being so paid out, the said Defendant in the Title of these
Suitors Named should & did give his Letter and Power
Decree to sue against them the Defendant in the Title of these
Suitors Named that the Houses might be sold and the price
of it paid to them the said Defendant in the Title of these Suitors

Named

Named and that the said Dava Sutton Soorey should then pay
Five hundred Pagodas for his trouble This Deponent saith that in
Consequence of such Agreement between the Defendant in the Title
of these Suitors Named and the said Dava Sutton Soorey a Mort=
=gage Bond was executed in the Name of him the said Dava
Sutton Soorey and Signed by the said Defendant in the Title of these
Suitors Named This Deponent saith that the said Bond Signed
by the Defendant in the Title of these Suitors Named was carried to the Honble
Court to be sued & This Deponent saith that in October One Thousand Seven hundred and
Eighty Six This Deponent saith that the said Bond Assigned
by the Defendant in the Title of these Suitors Named was executed
from and Appears by the Books of the Transactions between the Defendt
in the Title of these Suitors Named and the said Dava Sutton Soorey who
was Brother to the Defendant in the Title of these Suitors Named and that
he discovered by this Honble Court and that he Recovered and that he
this Deponent saith he did the Defendant in the Title of these Suitors Named
the proceeds of the Defendant in the Title of these Suitors Named
3d. ..... he the said Suitors Soorey but this Deponent saith the Defendant in the
Title of these Suitors Named was to and Appointed to the Complainant
in the Title of these Suitors Named by a Letter of Power in Mortgage
in their Title of these Suitors Named by a Letter of Power in Mortgage
Bond and said he the Defendant in the Title of these Suitors Named
Title of these Suitors Named this Deponent saith he did receive of
the particulars of the Application made to the Complainant in the Title
of these Suitors Named by the Defendant in the Title of these Suitors
Named this Deponent saith he was the Month of October One Thousand
Seven hundred and Eighty four at the House of Sabaroy and from the Complt
in the Title of these Suitors Named and then he the said Complt
Suitors Named and then he the said Complt Suitors Named
in the Title of these Suitors Named the Letter of Power in Mortgage
Title of these Suitors Named and then he the said Complt

Complt

Complainant and the Petitioner Lutchmy Maund during the
a Mortgage of the said house to the Maund the Deponent and the
Petitioner and the Children of the Complainant Lutchmy Maund and her Sister
said to the Complainant the Children of the Complainant Lutchmy Maund that the
Complainant and the Children of the Complainant Lutchmy Maund and
belonged to them but with the Petitioner the Children of the Complainant Lutchmy Maund
her Sister Canacooty Boy and Mary the Petitioner the Children of the Complainant
Maund and their said Sister Canacooty Boy and the Complainant
in the Children of the Complainant Lutchmy Maund and her and the Complainant
Would vouch them the said Petitioner the Children of the Complainant Lutchmy Maund
and their said Sister Canacooty Boy the Deponent said that the Complainant
in the Children of the Complainant Lutchmy Maund did apply to the Petitioner and the
of the Complainant Lutchmy Maund and their said Sister Canacooty Boy and the
following Manner & Shewed all your Matter from the beginning
" Your father made a Will and gave the Complainant Lutchmy Maund
" Sundry and did not leave any Business for me to do to that effect this Day
Saith that from what he had passed the Children from the Complainant
the Complainant the Children of the Complainant Lutchmy Maund that
could not enter fully into this Business for the Deponent said that
Mortgage Bond given by the Defendant to the Children of the
Lutchmy Maund to Duraisamy Pattar Saying was Rated about Eight
Months ago the Deponent said that Mr Mortgage Bond
by the said Defendant in the Children of the Complainant Lutchmy Maund to
Pattar Levy caused to be Executed in the Months of October in the Year
Our Lord One Thousand Seven Hundred and Eighty Six the Deponent
that there two transactions took place every short time after the date of
Mortgage Bond on which the present Suit is brought Mr Lawrence the
Deponent said Mr to this first Interrogatory
To the Eighth and Last Interrogatory this Deponent said that he does not
know nor has he this Deponent ever Dear Dear cause the Deponent to
any other Matter or thing that can tend to the benefit or Advantage

the Petr and the Children of the Late Lutchmy Maund the two Deponent
further to this Eighth or Last Interrogatory

J. Chase
Exr

Mayor's Court of Madrasapatanam

Between Lutchmy by the Daughter and Heiress of Rungaloo Dullor Dass Deceased the Executrix Named in the Last Will and Testament Petitioner and Subbarow Gopaulrow Respondent and Subbarow Gopaulrow the Complainant Married to the said Subbarow Gopaulrow the Complainant and Ratnaboy the Defendant Other Part of this Petitioner

Deposition of Witness produced & sworn in this Cause by and before the

Examined in this Court as follows to

Annanauna Dugust a Native and Inhabitant of the Black Towns of Madras
in the East Indies Aged Forty Years or thereabouts being produced & sworn to Witness on this
Affair On the Part of the Petitioner was on the Twenty first Day of November One
Thousand Seven Hundred and Eighty Seven Examined at the Office of Mr Fullerton
Spencer who is Attorney for the Respondent by Duraisamy Pavandow who also Interpreted
Note the Name Christian and Place of Abode of the said Deponent and as Witness on the
Same Day being Sworn and Examined Deponeth as follows Viz

1st ..... To the first Interrogatory this Deponent said he does know Lutchmy
Boy the Petitioner in the Bill of Mr Lutchmy Maund and does know
the said Petitioner in the Bill of Mr Lutchmy Maund for the Space of Ten Years or
thereabouts this Deponent said he does also know and has known
thereabouts this Deponent said he does know the Complainant and in the Bill of Mr Lutchmy Maund for the
Complainant in the Bill of Mr Lutchmy Maund for the Space of Eight Years or thereabouts this Deponent said he does know
Ratnaboy the Defendant in the Bill of Mr Lutchmy Maund for
Known whether the said Defendant in the Bill of Mr Lutchmy Maund
the Space of Seven Years or thereabouts Wednesday the this Deponent said he
Mr to this first Interrogatory

8th ..... To the Eighth and Last Interrogatory this Deponent said he does not
know nor has he this Deponent ever Dear Dear cause the Deponent to
any other Matter or thing that can tend to the benefit or Advantage

2 ..... To the second Interrogatory the Honble Deponent said he the said Deponent
Gungadu Dutton Rawa father to the Petitioner the Late Honble
Interrogated Named the Deponent said he that the said Gungadu
Dutton Dawa father to the Petitioner and the Late Honble Interrogated
Named had no real estate Valued at about five or six Thousand
Pagodas the Deponent said he that the said Gungadu Dutton the
Father to the Petitioner and the Late Honble Interrogated Named
Deponent did live Lease about seven Years ago the Deponent said he
that the said Gungadu Dutton Rawa father to the Petitioner
the Late Honble Interrogated Named did Receive Large Sums of Money
due to the Estate Make and publick his Will the Deponent said he
that the Will of the said Gungadu Dutton Rawa father to the
Petitioner and the Late Honble Interrogated Named was drawn up by
One Mortachua Dawa Named and Stiled the said Gungadu Dutton
Dawa the Deponent said he that the said Gungadu Dutton
Dawa father to the Petitioner and the Late Honble Interrogated Named
Gave Directions for making his said Will and the Deponent
Present the Deponent said he that the said Gungadu Dutton
Dawa father to the Petitioner and the Late Honble Interrogated Named
did Subscribe his Name to the said Will and the Deponent
Present the Deponent said he that were the Witnesses to the
Execution of the said Will of the said Gungadu Dutton Rawa
father to the Petitioner and the Late Honble Interrogated Named the
Deponent said he that the Witnesses of the Will present to the
Execution of the said Will Gungadu Dutton Dawa the father to
the Petitioner and the Late Honble Interrogated Long Name Dawa the
Deponent said he that Ondu Encachucha Dawa was the Witness
to the Execution of the Will of the said Gungadu Dutton Rawa
the father to the Petitioner and the Late Honble Interrogated Named

the Deponent said he that the Deponent and the said Mencatacha
Dawa did Subscribe their Names as Witnesses to the Execution of the
said Will the Deponent said he that the said Will was read aloud
before the said Will was Signed by Gungadu Dutton Rawa the father to
the Petitioner the Late Honble Interrogated Named the Deponent said he
that about Two years Elapsed since the said Will was Signed
the Deponent said he that he Recollect and Remember the Contents
of the said Will the Deponent said he that the Contents of the said
Will was Signed by Gungadu Dutton Rawa father to the Petitioner and the
Late Honble Interrogated Named the Deponent said he that the
Late Honble Interrogated Named did Receive Letters of Administration
to the Estate of the said Gungadu Dutton Rawa and Entered upon
Possession and Collected and Received the Debts due to the Estate
of the said Gungadu Dutton Rawa and Discharged the Funeral Charges
and Debts of the said Gungadu Dutton Rawa the Deponent said he
that the Late Honble Interrogated Named and the Petitioner
the Late Honble Interrogated Named and the said Petitioner
Defendant and the Late Honble Interrogated Named should Bond and Engage
in the Sum of Rupees Two Lack of Arcot Current Money
for the Due Application of the Estate without Security and
Concurrence or Approbation of the Petitioner the Late Honble Interrogated
Named and the Defendant and the Late Honble Interrogated Named
or the Petitioner and the Late Honble Interrogated Named
to Account to the Surviver the Deponent said he that the Petitioner
and the said Late Honble Interrogated Named and the Defendant and the Late
Honble Interrogated Named did not Comply with the Conditions
of the Bond Executed by them and the Estate of the said Gungadu
Dutton Rawa remained to be Collected by the Petitioner and the
Late Honble Interrogated Named and the Deponent said he that the
Petitioner and the Late Honble Interrogated Named and the Deponent
Personally and Each of them Engaged by Notarial Bond to the
Defendant and the Late Honble Interrogated Named and the Deponent said he
that the Petitioner and the Late Honble Interrogated Named and the said
Defendant and the Late Honble Interrogated Named should Bond and Engage in
the Sum of Rupees Two Lack of Arcot Current Money for the Due
Application of the Estate without Security and Concurrence or Approbation
of the Petitioner and the Late Honble Interrogated Named and the Deponent
said he that the Petitioner and the Late Honble Interrogated Named did not
Comply with the Conditions of the Bond Executed by them and the Estate
of the said Gungadu Dutton Rawa remained to be Collected by the
Petitioner and the Late Honble Interrogated Named and the Deponent said he
that the Petitioner and the Late Honble Interrogated Named and the said
Defendant and the Late Honble Interrogated Named did not Comply with the
Conditions of the Bond Executed by them and the Estate of the said
Gungadu Dutton Rawa remained to be Collected by the Petitioner
and the Late Honble Interrogated Named and the Deponent said he that

General Call this Deponent Saith that it is Customary among
this Deponent Castes persons of any fortune to Shut the Doors that
Friends and Neighbours of the Degree and Caste they belong to may
Come this Deponent Saith it is Customary in this Cast for the
Man to Declare before his friends and his Neighbours how Late
this Deponent Saith that the said Gungabissen Pullee Came before
the Petitr in the Office of these Interrogs Named Nicknabechuck
Declared his will About eight o Clock in the morning this Dep
Saith that the said Gungabissen Pullee Came before the Petitrs
Office of these Interrogs Named and Declared his Desire of the Com
of the same day and which was published and Declared his will
this Deponent Saith that the said Gungabissen Pullee Came before
the Petitr in the Office of these Interrogatories Named and
or Revoke this said last Will and Testament this Deponent Saith
that after the Death of the said Gungabissen Pullee Came before
Petitrs in the Office of these Interrogs Named the Last Will and Testa
Was Left and the Possession and Care of the Defendant in the Office
these Interrogs Named and this Deponent Saith
to this Second Interrogatory
To the third Interrogatory this Deponent Saith that the Petitrs
the Office of these Interrogs Named and the Petitrs
and Enjoyed the Houses Gungabissen Pullee died and
Death this Deponent Saith that the said Petitrs and the Office of
Interrogs Named and they Lived together near
Years this Deponent Saith that the said Radhanabechuck Dass
in the Office of these Interrogs Named was Admitted and Sworn
Named Dawes Dass Esqr to Negotiate the Register of the Court
Court Calcutta Office of these Interrogs and
said Defendants Named this Deponent Saith that the

in the Office of these Interrogs Named Nicknabechuck Application
This Deponent saith that such Application was made by the
Defendant in the Office of these Interrogs Named with Leave of the Court
and Knowledge of the Petitrs and the Office of these Interrogs Named
or the other parties Named in the Bill this Deponent saith the Bill
of Sale was made out in the Name of the Defendant in the Office of
these Interrogs Named and Delivered to her the said Defendt
in the Office of these Interrogs Named this Deponent saith the Petitrs
in the Office of these Interrogs Named and the parties did not know
any thing of this Transaction till it was completed this Deponent
Saith the Petitrs in the Office of these Interrogs Named and the parties
first known of this went by the Defendant in the Office of these
Interrogs Named Making many Solecitations for the Petitrs and the
Office of the Interrogs Named and the parties to leave the House this
Deponent saith the Defendant in the Office of these Interrogs Named
to this Deponents Attendance at the Office of these Interrogs
Did endeavour to Persuade that the Defendant in the Office of these Interrogs
said Writ was Kept so that the Defendant in the Office of these Interrogs
Named was Ordered to leave Money and the House by arranging
this Deponent Saith that the Petitrs in the Office of these Interrogs
Named in Order to prevent the Defendant in the Office of these Interrogs
Named Resigning and making Complaint to the
said Office this Deponent saith the
said Office did Examine into the Complaints this Deponent saith
Mr Sadlier did Direct the Register of the said Court Bryce
to procure an Officer to attend this Deponent saith
this Deponent saith the Sequestrators of the Office of these Interrogs
to Levy any Money upon the Mortgages
and all proper Steps being taken the Office of these Interrogs Named
that the Defendant in the Office of these Interrogs Named

Was not Thereto and Executive proprietor of the Estate Thus Deponent Said will
declare that the Defendant in the Bill of these Interrogs Named had gone to
Without the Consent of the other Parties procured a Certificate of the said Grant
Name of the Defendant in the Bill of these Interrogs Named that under Husband
Such Certificate did not belong to the Defendant in the Bill of these Interrogs
but Jointly to all the Legatees mentioned in the last Will of the said Grant
Dutton dava and that they were Intitled the same Jointly for their Own and
any power to sell or alien the same and that Thereof all Persons were and
Notice are to purchase or lend money thereupon that were to this Depon
Said Without to this third Interrogatory

To the Last Interrogatory he this Deponent Said he did not know of
any other matter or thing nor can he Depose any thing more touching
Matters in Question in this Cause that can tend to the benefit of the
in the Bill of these Interrogs Named and more than is Herein to this Last
Interrogatory

J. Chase
Exr

Manor Court
Madrasjantaum

Between Latchemy late the Daughter
Hurs of Quanga Dutton Dava Deceased also Called
Named in this Last Will and Testament Petitioner
Loobaroo Logalroo Respondent and Cuda Cauneahmah
Said Loobaroo Logalroo in Complainant and Petitioner
in Defendant

On the Part of the Petitioner

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

Balakistna Pondia a Sowcar an Inhabitant of the Black Town of Madras
the East Indies Aged Seventy three Years or there abouts being produced as a Witness
Affair on the Part of the Petitioner was on the fourteenth Day of November One thousand
seven hundred and eighty seven Examined at the Office of Mr Dallas Secretary to
Attorney for the Respondent by one of my Servants who also left Him a Note of the Name
Fill and Place of Abode of the said Deponent and afterwards on the same Day being
Sworn and Examined Deposeth as follows viz

To the first Interrogatory he this Deponent Saith he does know the Petitioner
the Relict of three Interrogs Named and has so known her these Seven Years
the Relict of three Interrogs Named for three Seven Years or there abouts this Depon
Said he does know Loobaroo Logalroo the Complainant in the Bill of these
Interrogs Named and has so known him these Seven Years or there abouts this Deponent
of these Interrogs Named for Such Space of Time and Said he does know
Said Defendant in the Bill of these Interrogs
Named and has so known her these Seven Years or there abouts and does not
Interrogs Named for Such Space of Time

This Deponent Said Knows to this first Interrogatory

To the third Interrogatory he this Deponent Said he did live in the Bill
of these Interrogs Named and Resided in the House of Quanga Dutton Dava Deceased for this Deponent Said
that the Petitioner in the Bill of these Interrogs Named and her Three Sisters
Lived together near Three Years this Deponent Said he does Know
boy the Defendant in the Bill of these Interrogs named to be the Legitimate Son of the
Pur Brother Named Dava Dutton Deceased to the best of this Deponents
Knowledge and Belief Said Dava Dutton Deceased by his Last Will and Testament
Chaultry Court to have a Bill of Sales of the said House and Ground
Gave the said Defendant in the Bill of these Interrogs Named and this Deponent Said
Defendant in the Bill of these Interrogs Named was born in the Year
cation this Deponent Said he has not the Bill of these Interrogatories Named and
the Defendant in the Bill of these Interrogatories
the Consent and Knowledge of the Petitioner in the Bill of these Interrogs
Named or the other parties Named in the Bill of this Deponent Said he
a Bill of Sale was made and executed in the Name of the Defendant in the
Bill of these Interrogs Named and was delivered to her the said Defendant
in the Bill of these Interrogs Named this Deponent Said he did not

in the Title of these Interrogatories Named and the parties did
Know any thing of this transaction till it was completed &
Deponent saith the Pltfs Eldest Brother Know any thing of this
Transaction till it was completed The Deponent saith the Pltfs
Title of these Interrogatories Named and the parties did Know
ceived by the Defendant in the Title of these Interrogs Named &
Many Solicitations for the Pltfs Release in the Title of these Interrogs
Named and the Parties to leave the House this Deponent &
the Defendant in the Title of these Interrogs Named Desired
to Return the Deeds of the said House this Deponent said this
Regarded that the Defendant in the Title of these Interrogs Named
Wanted to Borrow Money and Desired he would by Mortgaging the
Deponent said He was the Pltf in the Title of these Interrogs and
in order to prevent the Defendant in the Title of these Interrogs
Doings & did Oppose and make Complaints to Mr Sadlier Mas
of the Mint the this Deponent told Mr Sadlier & did desire
the Complaint this Deponent said to Mr Sadlier & did
the Register of the said Chancery Court to procure and deliver
to the Office Duposed the said House this Deponent told him
Purport of such Advertizement and to procure all Papers belonging
any Money upon the Mortgage of that House for the Defendant
the Title of these Interrogs Named Swore and the Deponent and
Proprietor of the same this Deponent said did Declare
the Defendant in the Title of these Interrogs Named had got
and without the Consent of the other Parties Procured a Conveyance
of the said House and the Name of the Defendant in the Title
Interrogs Named did not with the Indenting sue & Certificate of
belong to the Defendant in the Title of these Interrogs Name

Jointly to all the Legatees Mentioned in the Last Will of the said
Gungoo Dattoo Nava and that they were to enjoy the same
Jointly for their Lives without any power to Sell or Alienate the same
and that Persons were to take Notice and to purchase
or lend Money thereupon And Moreover this Deponent said
to this Third Interrogatory

To the Sixth Interrogatory this Deponent said that the Defend
in the Title of these Interrogs Named did since the Decease of
this Deponents said that the Pltf in the Title of these Interrogs
Named as the Surviving Executrix of the Last Will and Testament
of the said Gungoo Dattoo Nava this Deponent said that the
Pltf in the Title of these Interrogs Named as the Widow Daugh-
ter And Next of Kin to the said Gungoo Dattoo Nava this Deponent
said that the Month of November One Thousand Seven
Hundred and Eighty and Eight by the Name of the Honourable
the Defendant in the Title of these Interrogs Named before the
her Death this Deponent believes that the Pltf in the Title of these
Interrogatories Named did complain to this Deponent that
the said Defendant in the Title of these Interrogs Named of
to Deprive the said Pltf in the Title of these Interrogs Named of
her property this Deponent said that the Defendant in the Title of
these Interrogs Named did then go and take the Pltf in the Title of these
said House from under her Pillow and detained the Pltf in the Title of these Interrogs Named and her
and detained the Pltf in the Title of these Interrogs Named and had
Liberty not to be gone any Time but she was to be accompanied by the
Whenever she did the House should be gone for by the Defendant
husband had delivered and that the Pltf in the Title of these Interrogs
Named should have the Management of the House and
the said Defendant in the Title of these Interrogs Named had Goods

more

More this Deponent saith not to the Sixth Interrogatory

7th ..... To the Seventh Interrogatory this Deponent saith he does not
that a Sum of Money was was ever paid by the Complainant in
the title of these Interrys Named to the Defendant in the title
of these Interrogatories Named this Deponent saith he does
believe that the Mortgage bond on which the present Suit is
brought is fictitious this Deponent saith that if the Complainant
in the title of these Interrys Named receives the Sum of Pag
One thousand and five hundred being the Sum sued for should be succeeded
well receive it without having given any Consideration for it this Depo
Saith that such Sum of money with the Interest and Costs of Suit is ma
equal to the Value of the said house this Deponent saith that if the
Sold and that Sum of Money paid to the Complainant in the title of the
Interrys Named the Petit in the title of these Interrogatories Named and
Sister will become destitute and reduced to Indigence tho the house was
the property of the Petrs father, and by right should be devided between
Petitr in the title of these Interrys Named and her Sister And more the
Deponent saith not to this Seventh Interrogatory

To the last Interrogatory he this Deponent saith he does not know of any
Matter or thing nor can he set forth any thing more touching the mat
in question in this Cause that can tend to the benefit of the Petitioner
the title of these Interrogatories Named And More he saith not to this
Last Interrogatory

J. Chase
Exr

Mayor's Court at Madraspatnam } Between Latchemy boy the Daughter and Heirness of Pungale Duttoo Dava Deceased also the Executrix Named in his Last Will and Testament Petitioner and Soobarow Gopalrow Respondent in a Cause wherein the said Soobarow Gopalrow is Complainant and Ratnaboy is Defendant

On the Part of the Petitioner

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

Ramanada Balloo a Soucar an Inhabitant of the black Town of Madras in the East Indies Aged thirty four Years or thereabouts being produced as a Witness in this Affair On the Part of the Petitioner was on the Sixteenth Day of November One thousand Seven hundred and Eighty Seven Signified at the Office of Mr Pullien Spencer who is Attorney for the Respondent by one of my Servants 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 he this Deponent saith that he does know Latchemy Boy the Petitioner in the title of these Interrogatories Named and has so known her the said Petitr in the title of these Interrys Named these fifteen Years or thereabouts this Deponent saith he does know Soobarow Gopalrow the Complainant in the title of these Interrys Named and has so known him the said Complainant in the title of these Interrys Named these five Years or thereabouts this Deponent saith he does know Ratnaboy the Defendant in the title of these Interrys Named and has so know her the said Defendant in the title of these Interrys Named for the Space of fourteen Years or thereabouts And more he this Deponent saith not to this first Interrogatory

3d ..... To the third Interrogatory this Deponent saith that the Petitioner in the title of these Interrys Named and her three Sisters did live and reside

Residing the House of Gungahel Nuttidawa Howard after the death the
Deponent said that the Petitioner the Eldest of these Lutterys Named
and Sister these Sisters lived together near three Years this Depon
Said That the said Rahuabey the Defendant in the Bill of these
Named was Addressed by her Brother Named Dawa Dulloy
Apply to the Register of the Choultry Court to have a Bill of Sale
the said House made out in her the said Defendants Name
Deponent Said That the Defendant in the Bill of these Sisters
Named did Recognize such Application was so made by the Defendant in the
Bill of these Lutterys Named without the Consent and Knowl
of the Petitioner in the Bill of these Lutterys Named and
other parties Named in the Bill this Deponent said that a Bill
Sale was made and in the Name of the Defendant in the Bill
these Lutterys Named and was Refused by her the said Depon
in the Bill of these Lutterys Named this Deponent said that
Petitioner in the Bill of these Lutterys Named and the parties for
hereof the Defendant in the Bill of these Lutterys
Named Making many Solicitations for the Petitioner in the Bill
of these Lutterys Named and the parties to these Presents
Deponent said that the Defendant in the Bill of these Lutterys
Named did endeavour to bind Himself and of this said House this
Deponent said that was Regarded that the Defendant in the Bill
of these Lutterys Named was Induced to Raise Money on the said
by Mortgaging it. This Deponent said that this Petitioner in the
Bill of these Lutterys Named did Materially prevent the Defend
in the Bill of these Lutterys Named Making a Complaint to Mr Cadiere the Secretary of the Board this Depon

Said that Mr Cadiere did re examine into the Complaint of this
Deponent said that Mr Cadiere did direct the Register of the
said Choultry Court to prevent and Advertisement to be Effaced
upon this said House this Deponent said that they report of such
Advertisement was to prevent all Persons Lending any Money
of these Lutterys Named in this House and to exclusive property
Son of the same this Deponent said that did declare that the Defend
in the Bill of these Lutterys Named had procured a Certificate of the
Oath of the Executor of the other parties procured a Certificate of the
House in the Name of the Defendant in the Bill of these Lutterys
Named that notwithstanding such Certificate did not belong
to the Defendant in the Bill of these Lutterys Named but jointly
to all the Legatees Mentioned in the Last Will of the said Gungah
Dulloy and that they were to enjoy the same jointly for
their Lives without any power to sell or alienate the same and that
there were other persons who were to take Notice hereof before
they proceeded any further this Deponent said that to
Money thereupon. And further this Deponent said that the
Sister of the Petitioner in the Bill of these Lutterys Named
to the Last Mentioned Legatory this Deponent said that the
Petitioner in the Bill of these Lutterys Named and the Defend
in the Bill of these Lutterys Named did Execute the
Deponent said that the Executorship of the Last Will
these Lutterys Named in the Presence of this Deponent
and Testament of the said Gungah Dulloy this Deponent
said Petitioner in the Bill of these Lutterys Named the
Eldest Daughter and Heiress of the said Gungah Dulloy and the
Deponent said that was present in the Month of November One
Thousand Seven Hundred and Eighty Seven when the
Lawsuit in the Bill of these Lutterys Named before

before the Said This Deponent Said He Had Met The Petitioner
of These Interrogs Named & Did Enquire of This Deponent
That She Said Deponent Was Of The Side of These Interrogs Named
going to Deprive Her The Said Petitioner Of The Side of These Interrogs
Named of Her property This Deponent Said He Has The Defendant
in The Side of These Interrogs Named Did Thereupon Take The Said
of Sale of The Said House from under Her Pillow and Shewed It
This Defendant and Acquainted The Petitioner Of The Side of These
Named and Her Sister Not To Be Uneasy For She Had The Bill
of Sale and That When She Died The House Should Be Propper
by Them All As Her Husband Had Decreed and That The Petitioner
in The Side of These Interrogs Named Should Enjoy The Manage-
ment of Her Husbands Estate As Does The This Defendant In The Side
of These Interrogs Named And More This Deponent Said
Not To His Last Interrogatory

To The Seventh Interrogs This Deponent Said He Does
believe That a Sum of Money was Ever Paid by The Complainant
in The Side of These Interrogs Named To The Defendant In The Side
of These Interrogs Named This Deponent Said He Does Believe
That The Mortgage Bond Was Cancelled The Deponent Said He Does
Not Further Answer This Deponent Said He Has Heard of The Complainant In The
Side of These Interrogs Named Receive The Sum of Fifty Pounds One
Thousand and Four Hundred Being The Sum Secured For Should
She Survive Her Said Husband Without Having Given Any Part
Donation For Said This Deponent Said He Has Heard The Sum of Seventy
Nine Pounds Interest and Costs of Suit Amounting To Which The
Said This Deponent Said He Has Heard of The Honourable
Had Sum of Money Paid To The Complainant In The Side of These
Named By The Petitioner In The Side of These Interrogs Named And To
Her

Sister Will Become Distributive and Reduced To Indigence This
Houseward Really The Property of The Petitioner Father and By Right
Should Be Divided Between The Petitioner The Side of These Interrogs
Named and Her Sister And More The This Deponent Said He Is To
This Seventh Interrogatory

To The Last Interrogatory The This Deponent Said He Does Not Know
of any other Matter or Thing Nor Can She Set Forth Any Thing More
Touching The Matters in Question in This Cause That Can Tend To
The Benefit of The Petitioner and The Side of These Interrogs Named
And More Said He To This Last Interrogatory

F. Chase
Clerk

Mayor & Council of Baltimore Town

Daughter and Heiress of George Dutton
Dave Deceased Also The Executrix Named
in His Last Will and Testament Petitioner
and Lombard Equitable Proceedings and
Lombard Equitable
Cause wherein The said Lombard Equitable
is Complainant and Rebecca Dutton Defendant
On The Part of The Petitioner

Deposition of Witness to be Received This Court and before
The Examiner in This Court To Follow Viz

Annetta Dawson a Negro Woman Late a Slave of Rebecca
The East Indies Aged Ninety Eight Years or Thereabouts Being Produced and Sworn
On The Part of The Petitioner Answereth To The Days of November Term Hundred
and Eighty Seven Upon Her Oath The Affects of Mrs Dutton Deceased Interested
by Own Penny Swan Who Also Affirms Notes of The Name Title and Place of Abode of The said
Deponent and Afterwards Saw The Said Negro Woman and Examined Deposeth as Follows Viz

To the first Interrogatory the Dependent saith he does know and believe the Petitioner and the Defendant in the Bill of Complaint to be Married and has so known and believed for the space of Three or Four Years and the Dependent saith he does know and believe the Complainant in the Bill of Complaint to be the Eldest Son of the Defendant in the Bill of Complaint and has so known and believed him for the space of Three or Four Years This Dependent saith he does also know the Defendant in the Bill of Complaint to be Seized in Fee of the Messuage or Tenement and Premises in the Bill of Complaint mentioned and has so known and believed him to be Seized for the space of Twelve Years And more he the Dependent saith not to this first Interrogatory

To the Third Interrogatory this Dependent saith that the Petitioner in the Bill of Complaint named and her Three Children named and described in the Bill of Complaint to wit Gungah Dutt Deva Geecan after the death of this Dependent saith that the Defendant in the Bill of Complaint named and their Three Children named and described in the Bill of Complaint to wit Gungah Dutt Deva Geecan and Bhuggobutty Deva Geecan the Children of the Petitioner and Defendant in the Bill of Complaint

Interrogatories to be Administered to Witnesses to be produced sworn and Examined in the Matter of the Petition and Petitioning Kallenaboye Petitioner and Sabala Rowl Goya Row Respondent. For the Causes of Sabala Goya and Row Vers Ratnaboye in the Petition and behalf of the Respondent

Interrogatory
To all the Witnesses } Do You know the Parties Petitioner and Respondent in the Title of these Interrogatories Named or either and which of them, and how long have You known them Respectively?

First Interrogatory
To Joseph Samuel } Are You or are You not Register of the Circuit Court at Matagoya and if You have with You the Paper Writing now produced and shewn to You as this Interrogatory is put to be a Bill of Sale made in the said Circuit Court Book and Same a regular Bill of Sale and According to the Forms of the Court. Declare

Second Interrogatory
To the Same ..... } Are You or are You not well Acquainted with the Hand Writing and Character of the Hand Writing of William Rose Esquire late Register of the Circuit Court aforesaid. If Yea do You Know William Rose Respondent described in the Petition of the said Paper Writing and also the Records Examined with the Letters W. R. Set and Subscribed in the Margin of the first Sheet of the said Paper Writing of the proper Hand Writing of the said William Rose and if so How According to the best of Your Knowledge Remembrance and Belief

Last Interrogatory
To all the Witnesses } Do You know of any other matter or thing that tend to the Benefit and Advantage of the Respondent in this Cause? If Yea Declare the same fully as if You had been thereunto Particularly Interrogated

P. Spencer
Atty. Respt

This is to Certify, that Malaswara Maygana and Cabbakkadi Day appeared before the Honourable Court of Kallenaboye, and produced Wencadaswara Pala Sandra Dawey and Punday Sadasewa Rajaram Persons of Credit, who do declare they have known, the said Kallenaboye Twenty Years, and that they know the Premises in Possession of a House and Ground, containing in length from North to South One Hundred and Thirteen feet and in Breadth from East to West a Two Hundred and Thirty One feet and three quarters, and at the South end Thirty five feet, together with a Piece of Ground, adjoining thereunto in Length from East to West Twenty seven feet and a half, and in Breadth from North to South Fourteen feet, which Premises are situated at Pedda Naicko pullah in Vaganambrapooram Street, between the Houses of the said Wencadaswara Palabatra Dawey and the said Punday Sadasewa Rajaram, and Devendadoher, as Heirs of her Husband Gungala Dutto Rangana and Dawey Devandi, which Premises, the said Gungala Dutto Rangana and Dawey Was Possessed of Eighteen Years, and After his Decease the said Kallenaboye has been Possessed Since Two Years, Without any Dispute or question of her Right thereto. Moreover Agreeable to Advertisement was duly affixed upon the Door of the above mentioned House One Month before the drawing of this Certificate to procure, which they the said Witnesses know; And that the said Malaswara Maygana and has been fully engraavered by the said Kallenaboye; All which the said Witnesses Allege they declare without any interest or View of private Advantage to themselves, the said Malaswara Maygana and likewise Know, That the said Kallenaboye is Now in full and Lawful Possession of the said House and Ground, free from any Mortgage or incumbrance whatever, And that the Bill of Sale of the said Premises has been best, True and perused and Examined, and Measured by George and Thomas Mastagy Brickleyer employed and Head Servant, are Valued by him at the Sum of Two Hundred Pagodas; To Testify all which the said Witnesses have made Oath before the Court and Caused their Seals to be affixed thereto at Fort Saint George this Twenty fifth Day of January One

One Thousand Seven Hundred and Eighty Three

Witnesses

Venkatawara Palladoa Daway

Sunday Sadasewah Rajanna
Tower Centinopoly Peria
Govroy and Thomas Mackay

Justices
Seth Ladleid
Robt Barclay

Registers Office Fort St George
this 31st Day of January 1783

William Ross
Regr

This Bill of Sale was shewn to Mr Joseph Shawe at the Time of his Examination before me on the Part of the Respondent touching Matters now depending in the Honble the Mayors Court at Madras wherein the said Soriba Row Gopaul Row is Respondent & Poyjee Pitta and Rattanbayee Defendants on the 27th Day of October Dominid 1787

J. Chase
Esqr

Mayors Court
Madras Ss

Between Lutchmy bay Pittamma and Row Gopaul Row Respondent & the Executors of the Row Gopaul Row Venk. Rattanbay

Deceased

On the Part of the Respondent

Depositions of Witnesses taken & received this Cause by and before the Honble the Mayor in his Court as follows viz

Mr Joseph Shawe Cashier of the Honble Company's Civil Servants at their Settlement of Fort St George in the East Indies Aged Thirty eight Years or thereabouts being produced

and Witness in this Affair on the Part of the Respondent was on the twenty seventh Day of October One Thousand Seven Hundred and eighty Seven Signified at the Office of Mr Peter Walker who is Attorney for the Petitioner by one of my Servants 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 Deponent Says as follows viz

To this Interrogatory he this Deponent saith he does not know Lutchmy Bay the Petitioner in the Title of these Interrogs Named nor does he this Deponent know Soriba Row Gopaul Row the Respondent in the Title of these Interrogs Named And further he this Deponent saith he does not

1st
to the first Interrogatory

To the first Interrogatory he this Deponent saith he is the Register of the Choultry Court at the Town of Madraspatnam in the East Indies this Deponent saith he has the Year Looked at the Paper Writing now produced and shewn to him this Deponent at this the Time of his Examination Purporting to be a Bill of Sale made and Drawn out in the said Choultry Court at the said Town of Madraspatnam in the East Indies and this Deponent saith the said Paper is a proper and regular Bill of Sale and according to the Rules and Customs of the said Choultry Court at the Town of Madraspatnam in the East Indies aforesaid And further he this Deponent saith that to this first Interrogatory

2d
to the second Interrogatory he this Deponent saith he is well acquainted with the Manner and Character of the Hand Writing of William Ross Esquire the late Register of the said Choultry Court at the Town of Madraspatnam in the East Indies this Deponent further saith that the Name William Ross Register set and Subscribed at the Bottom of the said Paper now produced and shewn to him this Deponent at this the Time of his Examination and that also the Word Examined with the Letters M. R. set and Subscribed in the Margin of the first Side of the said Paper now produced and shewn to him this Deponent at this the Time of his Examination are of the proper Hand Writing of the said William Ross the late Register of the said Choultry Court in the East Indies And further he this Deponent saith that to the three second Interrogatory

J.C.

To the Last Interrogatory he this Deponent saith that he does not know any other or thing nor has he this Deponent heard of any other Matter or thing that may tend to the benefit or Advantage of the Respondent in the Matters of these Interrogatorys Named And further he this Deponent saith not to the Last Interrogatory

Joseph Shaw

J. Chase Esqr

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 11th Day of March Anno Domini 1788

Present

Edward John Holland Esqr Mayor
Sir John Mengies Vincentio Corbett
and
Andrew Ross Aldermen
Soobaroon Gopaulroow
Hon.r
Ratnaboy

Mr Henry Digney Appears as Counsel for the Petitioner

Petition of Latchmeeboy Read.
Amended Answer with Copy of a Bill of Sale thereunto Read.
Interrogatories on the Part of the Petitioner Read.
Said Depositions taken thereunto Read.
Interrogatories on the Part of the Respondent with a Bill of Sale thereunto Read.
Said Deposition taken thereunto Read.

The Matter in dispute between the Petitioner Latchmeeboy and the Respondent Soobaroo Rowand Goopaul Row coming on to be Argued and Determined this day in the Presence of the Attorneys on both Sides and Reading the Petition of Latchmeeboy, the Respondents Answer with Copy of a Bill of Sale thereunto Annexed, the Interrogatories and Depositions on the part of the Petitioner, the Interrogatories and Depositions on the part of the Petitioner, the Interrogatories and Depositions on the part of the Respondent with a Bill of Sale thereunto Annexed On Hearing the Pleadings made Use of by the said Attorneys and due Consideration had thereon This Court doth think fit to Order and doth accordingly Order that the Petitioners Petition be held good, and that the Sheriffs Seal be taken off the Premisses and Respondent and it is further Ordered that the Respondent do pay all Costs of this Suit

Court of Appeals at Madrasspatnam

Saturday the 30th May Anno Domini 1789

Between Soobaroo Goopaul Row of Madras Soucar Appellant and Latchmeeboy Durgaud Boy Coomitty of Latchmeeboy Durgaud Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Hon.ble the Mayors Court together with the Order of the said Court given in this Cause on Tuesday the 11th day of March Anno Domini 1788 upon due Consideration had of the Pleadings and Matters therein severally Contained and of the Pleadings and Arguments

Arguments Heard by the Attorneys and Consider This Court do
think fit to Order and Decree and do Accordingly Order and
Decree that the said Order of this Honble Court of
Stand Affirmed and that the Appellants Petition be Dismissed with Costs

Dismissed with Costs

Pres.t Chas. Whitehill Esqr

Filed in Court
22d
20th Novr 1787

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Shewn Unto this
Honble Court Your Orator Antonio De Souza of Madras Merchant
That Nyngiah Moodeliar of the same place Merchant Stands
Indebted unto Your Orator in the Sum and Sum of Two Thousand
three Hundred and Thirty four Star Pagodas Thirty Seven Fanams
and forty three Cash Current Money of Madras Reckoning one Hundred
Money of Great Britain at the Rate of Eight Shillings for every
Pagoda the Sum of Nine Hundred and Thirty three pounds Nine
Shillings and Sixpence by the Copy of Account hereunto Annexed
May Appear the Original whereof is in the Possession of Your Orator
Ready to be produced to this Honble Court when required And Your
Orator Shewith That the said Account
Costs Decreed unto Your Orator by the Order of this Majesty in Council
on a Certain Suit and Cross Suit Wherein the said Nyngiah Moodeliar
had Appealed to his said Majesty in Council from the Decision of
this Honble the Court of Appeal at Madrasapatnam which Order of
Majesty in Council is in the Possession of Your Orator and Ready
to be produced as required And Your Orator hath Demanded the said
Debt

Court that he would frequently and in a friendly Manner Requested the
Payment of the said Sum of Two Thousand Nine Hundred and Thirty
four Pagodas Thirty Seven Fanams and forty three Cash

But now so it is and may it Please this Honble Court the said
Nyngiah Moodeliar Obstinately and wilfully Refuses to pay the same or to give Your
Orator any manner of Satisfaction touching the Premises Your Orator prays a Writ of
Relief Suchas to this Honble Court shall appear Agreable to Equity and good Conscience
To the End therefore that the said Nyngiah Moodeliar may upon this Bill
full True and Perfect Answer make to all and Singular the Matters and things
herein before set forth and Alledged as fully truly and Effectually to all Intents and
Purposes as if the same were here again Repeated and particularly and Distinctly
And that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two
Thousand Nine Hundred and Thirty four Pagodas Thirty Seven Fanams and forty
three Cash with Costs as now is or shall be in a further Manner Mentioned
also Costs of this Suit

Mayit Please this Honble Court Because the said Nyngiah
Moodeliar is to be Summoned and Required by the Sheriff of Fort St George
Town of Madrasapatnam and the Districts thereof personally to be and Appear
Appear before this Honble Court at a Certain Time and Place to be by this Honble
Court prescribed and Appointed then and there to Answer this Your Orator's Bill
of Complaint and further to Stand to and Abide by such Order and Decree
therein as to this Honble Court shall Seem Meet

J. Popham
Attorney for Compts

Dr. Sinequa Moodaliar and Anound Mlle Antonia De Souza Cr.

1778		For Costs and Charges of Sinequa Mooa. Antonia D'Souza									
		E. E. Contra									
Octr	13	To Cash paid Mr James Taylor the Register of the Mayors Court for Attested Copys of the Proceedings			206	18	-	By Ballance			2334 37 43
Novr	18	To Danny Attorney Johnstykes for Appeal to the King in Council as p Bill			46	18	-				
Novr	18	To Do Clerk of Appeals for Do			84	-	-				
1783 Augt	21	To Do Mr Angus Cumlandanny Solicitor and Expences as p Bill £204.11.2 & Bill for said Charges			511	16	30				
					1271	10	30				
1787	6	To Cash on the above sums from their Appeal Dated the 3d Day of 1787 & Cost per Account									
		On Page 206.18 for	8	11	19		222	6	11		
		Do 46.18	8	10	15		49	32	77		
		Do 84	8	10	15		8	18	11		
		Do 511.16.30	4	1	10		252	11	25		
							1063	26	63		
		Ballance					2334	37	43		2334 37 43

Madras 6th Feby 1787 (Sd)

Antonia de Souza

Attest Cuz. Pereira

Examined Feby 1787

Attest Cuz. Pereira

Mr Antonia de Souza

Sir

I am directed by the Governor in Council to acquaint you that the Bill of Costs you have delivered in against the Estate of Sinequa Mooadaliar deceased has been examined and allowed, and that the Ballance of Pagodas 2334.37.43 is ready for your receipt at the Treasury.

I am Sir Your most obedient Servant

Pr Order

Fort St George 6th Feby 1787

Cuz. Pereira

Sec.

Articles, And this Defendant doth alledge say that the Complainant hath not any Time since the Decree aforesaid, for the paying the said Costs unto the said this Defendant any Sum or Sums of Money in Part or in Full of the said Costs, but this Defendant saith that there is due and owing unto this Defendant from the Complainant the Sum of Two Thousand Pagodas together with Interest for the same, or should there after become due thereon, until the full Payment thereof should be made all Costs of the said Suit, And this Defendant sheweth that this Court did further Order and Decree that the said Cross Bill should be dismissed with Costs And this Defendant further sheweth that the said Complainant did appeal from the said Decree of this Court unto the President and Council of Fort Saint George which Appeal and the Proceedings thereon did come on to be heard before the said President and Council on Thursday the Twenty first Day of May One Thousand Seven Hundred and Seventy Eight. The said Court did thereupon Order and Decree as by the said Order and Decree (reference being had thereunto) more fully and at large appears And this Defendant further sheweth that the said Court of Appeals did further Order that the said Decree should be believed and performed by this Defendant unless the said Decree of this Court should be reversed or altered upon the Complaint of the said Complainant to the Court of Appeals to be heard and determined at the next Court of Appeals to be held for the Coast of Coromandel And this Defendant further sheweth that the said Complainant did not appeal from the said Decree of this Court to the said Court of Appeals to be heard and determined at the next Court of Appeals to be held for the Coast of Coromandel after the Decree of this Court was pronounced but neglected the same for the Space of Six Months and upwards

That the Lords of the Committee having taken the said Petition and Appeal into Consideration, And heard the Parties therein concerned by their Counsel learned in the Law, did Report as their Opinion to his Majesty, That it is Ordered that the said Decree of the Court of Appeals at Madras of the Eleventh first May One thousand Seven hundred and Seventy eight, be Affirmed, And the Petition and Appeal thereof dismissed, Which said Report was Accordingly Approved of by His Majesty in Council, Whereby and by the Decree of His Majesty in Council, It is Ordered that the Decree of the Court of Appeals at Madras should be Affirmed, And this Defendants Petition and Appeal be dismissed, so that if the Complainant Hath any cause to commence this Action upon the Grounds of the said Decree of His Majesty in Council this Defendant is not warranted because as Costs are thereby Awarded to be paid the Complainant upon any thing but the Affirming of the Decree of the Court of Appeals and dismissing of this Defendants Appeal to His Majesty in Council, And therefore the same being plead and shall be absolutely and Literally expressed, And the Complainant pretending to imply a Right given to him by the said Decree to Seek to an Alteration Contrary thereto, by demanding under that Decree what is not given to him, And it cannot be otherwise presumed that His Majesty in Council would have expressly Added Costs, or such Costs as being the sitting if it was their intention of Granting the said Decree that any Costs should be Demanded upon it. And therefore this Defendant Hath that this Court cannot take Notice and Cognizance thereof by any thing but what is fully and Literally Directed and expressed therein and therefore if it was the meaning of the Complainant to avail himself of any Right by implication, because there is not any express given in the said

said Decree he must certainly fail therein, And this Court will not Encourage such Vexatious and Unwarrantable Demands as which this Defendant is exposed unless this Defendant further saith that if it was the meaning of the Complainant to Ground his said Action upon any supposed Injury, This Defendant saith he is equally ill advised, Because the Cause and Ground of the Relief prayed in the very Action they are now Endeavouring at by the Bill, and the Consequent Decree, which is thereby Evidence against them and Grounds of having prevailed in such Action, upon which they have proceeded for Recovery by Execution of Action, and cannot be allowed to split and Reside this Decree by different Modes of Recovery, Therefore this Defendant Saith that if the remaining part of the Complainants Title to Ground his Action upon and Suppose Injury to the Strongest plea that can be used against it is the said Decree of His Majesty in Council upon the whole of the proceedings of this Court and of the Court of Appeals and the same before referred to wherein no Costs are given, and to recover more they pray to be given for that they were Subjects of Countries Relations and Friendship with this Defendant

Decree

For all which this Defendant prays the same may be Dismissed with his Reasonable Costs and Charges in this behalf most Strongly and Effectually Sustained

Signed J. Taylor Managed

H. Dundas

this Defendant

Court of Appeals
at
Madrespatnam

Thursday the 21st May 1778

Between Antonio de Souza
Appellant
and Ringapah Respondent

This Cause coming on this day to be heard and
Debated before this Court by the Attorneys on both sides upon the
the Petitions of Appeal and Answer and the several Exhibits
Humble Mayors Court together with the Decree of the said Court
Given in this Cause on Saturday the 2d day of November Anno
Domini 1776 and upon due Consideration had of all the Matters
severally Contained and of the Pleadings and Arguments Had
by the Attorneys on both sides. This Court doth think fit to Affirm
and Decree and doth accordingly Order and Decree that the
Decree of the Humble Mayors Court given in this Cause be Affirm
and set aside, and that each party do pay his own Costs in the
Court. And this Court doth further Order and Decree that the
Bills of Exchange in Question in this Cause be delivered unto the
Appellant by the Respondent

By Court

Tho Lowin Clk

Jno Cozens
Atty for Plt
Atty Defendt

At the Court at St James
The 31st of July 1782

Present

The King's Most Excellent Majesty
Lord President — Lord le Despencer
Duke of Manchester — Lord Amherst
Marquis of Carmarthen — General Conway
Earl Temple — Mr Sec.y Townshend
Earl Sugent — Henry Dundas Esq.r

Whereas there was this Day Read at the Board a Report from the Right Honble the Lords of the Committee of Council dated the 11th of this instant in the Words following Viz.t

Your Majesty having been pleased by Your Order in Council of the 27th of April 1781 to Refer unto this Committee the humble Petition and Appeal of Nanajah Modelliar Merchant Praying among other things that the Decree of July 1778 Forever Staying among other things that the Decree of July 1778 Forever Staying among other things that the Decree of July 1778 Forever Sta

Backwards and forwards, from one Office unto the Other until the Business of the Noble of Arcot in the Year 1769 was thereby employed, Called thither Unexpectedly from Madras, that the Same was about from Madras on Occasion about a Twelve Month, that soon after his Return he was Sued again for Payment of this outstanding Bill by the Respondent, who told him, he understood that it had been discharged, and soon after Afterwards ordered that Accounts should be produced by the Appellant of Accounts of Monies Payable to Mr Dellear the Drawer from whom he Appeared that during the Absence of the Appellant the Account by the Bill had been paid by the Cash Keeper to Pay Cattle Appeals for Foreign Service, that the Appellant having no Effects and the Receipted Bills of Exchange considered the Payment to Cattle Appeals as having upon and Duely affecting his Demand upon the Respondent, and finds that the Respondent was Returned and he to take Appellant Bill whereupon Summoned and Action against him for the Amount of Sicca Rupees Mayors Court at Madras aforesaid that Proceedings after Issue commenced to Appellants said Action the Respondent filed a Cross Bill against the Appellant in the Same Court praying thereby that the Appellant might be ordered to deliver up the Bill and Purchase to the Respondent that the Pleadings being Closed Interrogatories were exhibited on Both Sides and their Depositions were taken thereon and on the 2d November 1776. the Parties were heard in Both Causes and the Court Decreed that the Respondent should pay to the Appellant 2000 Sicca Rupees with Interest and Costs of Suit and that the Cross Bill should be and Dismissed with Costs to be paid by the Respondent that on the 20th December 1776. the Respondent Appealed from the Decree to the Court of Appeals at Madras which Court on the 21st Day of May 1778. Reversed the Decree in the Mayors Court and Ordered that each Party should pay his own Costs in both Courts and that the Bill of Exchange in Question should be delivered up to the Respondent by the Appellant and that the Appellant do pay unto the Respondent the Sum of Sicca Rupees by the said Decree of the said Court of Appeals Appealed therefrom

to Your Majesty in Council and humbly Prayed that the Same might be Reversed and the Original Decree of the Mayors Court Confirmed or for other Relief in the Premisses. The Lords of the Committee in Obedience to Your Majesty's said Order of Reference have taken the said Petition and Appeal into Consideration and have also taken Parties thereupon into Council Learned in the Laws of Your Majesty's Kingdom and Advocates at Law to Report as their Opinion to Your Majesty what they conceive Humbly fit to be done in the Premisses. Their Lordships do agree humbly to Report as their Opinion to Your Majesty that the said Decree of the Court of Appeals at Madras of the 21st of May 1778 should be affirmed and the Petition and Appeal thereof Dismissed.

His Majesty taking the said Report into Consideration is pleased with the Advice of his Privy Council to Approve thereof and to Order as it is hereby Ordered that the said Decree of the Court of Appeals at Madras of the 21st May 1778 be affirmed and the said Petition and Appeal thereof dismissed and that the Parties do bear their own Costs incurred in the Said Court of Appeals the Mayors Court and the Court of Appeals at Madras aforesaid as the Same have been Incurred and that each Party do Execute Releases to the other of all Claims and Demands concerning the Matters in Question in this Appeal.

Steph Cottrell

Deputy

Def. Defendant

The Replication of Antonio de Souza of Madras Merchant Complainant to the Answer of J. Macquabert Merchant Defendant

This Replicant having taken full Notice of the Answer of the Defendant said Answer for Replication thereunto saith that all and singular the Matters and things in and by his said Bill of Complaint alledged he will aver maintain and prove as this Honble Court shall direct and humbly pray as he did in and by his said Bill of Complaint and this Replicant for further Replication to the said Answer saith that he this Replicant hath at all times since the filing of his said Bill of Complaint been ready and willing and doth hereby offer to bring into this Honble Court the Balance which upon the Account between this Replicant and the Defendant shall appear to be due from the Defendant to this Replicant and this Replicant doth hereby submit himself to this Honble Court to do therein as to Equity shall appertain and this Replicant doth hereby further say that the Defendant hath not in his said Answer set forth any Account of the Dealings between this Replicant and the Defendant nor hath he the Defendant in his said Answer denied any of the Matters charged against him in this Replicants said Bill of Complaint but hath therein only endeavoured to evade the Discovery thereof and this Replicant doth hereby charge that the Defendant hath in his Custody or Power Books Papers and Writings sufficient to prove the Truth of this Replicants said Bill of Complaint and the Matters therein contained and this Replicant doth hereby pray that the Defendant may be compelled to produce the same for the benefit of this Replicant and this Replicant doth hereby pray that the Defendant may be compelled to make a full Discovery of all Sums of Money Goods and Effects which he the Defendant hath had in his Hands Custody or Power belonging to this Replicant or which he the Defendant hath received for the use of this Replicant and this Replicant doth hereby pray that the Defendant may be compelled to pay to this Replicant the Balance which shall appear to be due from the Defendant to this Replicant upon the taking of the said Account between this Replicant and the Defendant and this Replicant doth hereby pray that the Defendant may be compelled to pay to this Replicant the Costs he hath been put to in and about the prosecuting of his said Bill of Complaint

Alledged and Expressed and the Defendant taketh it that the said Replication
of the said Complainant is Untrue and Insufficient in the Law to be Replied
unto by the Defendant for the Reasons Objected and Insufficiencies therein Exhibited
And this Defendant Craveth to be Dismissed out of this Honble Court with his
Costs of Suit Thereabout Unjustly Vexed and Troubled by the Replication
Aforesaid And this Defendant Craveth Leave to Refer to the Records of this
Honble Court the Several Proceedings Had and Made in the Cause Wherein
the Complainant is Plaintiff and this Defendant is Defendant And this
Defendant Craveth Leave to Refer to the Several Decrees Made in the Said
Cause Wherein the Complainant is Plaintiff and this Defendant is Defendant
And this Defendant Craveth Leave to Refer to the Several Decrees Made in the
Said

Interrogatories to be Administered to
such Witnesses as shall be produced Sworn and
Examined on the Certain Causes now depending
at Fort St. George before the Mayors Court of Madras
pretended Suits in Nature of Debt Assumpsit
Merchandize Complainant and Thomas de Mello
Merchant of the same place Merchandize Defendant

For all the Witnesses } On the Part and behalf of the above Named Complainant

1st } Do You know the parties Complainant and Defendant in the
Cause Interrogatories Named or either of them if so declare
You also know the Cause and subject of them declare

James Taylor } 2d } Are You or are You Employed Register of the Mayors Court of
Madrass patnam if Yea Look at the Paper writing now produced and shewn
to You at the time of Your Examination Marked with the Letter A
Purporting to be a Bill of Charges from You as Register as aforesaid for all the
Copies of Papers that have been forwarded to England in the Cause wherein the
Named Thomas de Mello the Original Complainant and Cross
Defendant and the said Antonio De Souza the Original Defendant and
Cross Complainant Is or was and the Sum mentioned to be due by the said Bill fully allowed
by the said Antonio De Souza and if not what Sum You have reduced
thereout from the Table of the said Bill to the Sum by You Increased the Amount
thereof

Thomas de Mello } 3d } Are You or are You Employed Book keeper to the above Named Complainant
if Yea did You deliver down to and Appear that a Bill of Exchange bearing Date the
Eleventh day of November which was in the Year of Our Lord One Thousand Seven Hundred
and Seventy Eight to the Amount of Four hundred and Sixty Nine Pagodas
and Eighteen Fanams has been paid by the said Complainant for the Expences
of the Appeal to His Majesty and Council and the above Suit

Do } 4th } Look at the Papers now produced and shewn to You at the time of
Your Examination Marked with the Letter B Purporting to be an Account
Particulars of the Sums which the above Named Complainant paid for

of Proceedings of the Court of Appeals at Madrass in Order to be Transmitted to
his Majesty in Council, Recovered against the Number of Folios therein Charged to Wit.
52 Folios at the Amount of the Petition and Appeal to the Governor and Council
and 65 Folios at the Amount of the Answer thereto, the same Number which
are charged on Account of the like Papers in the said Bill of Exchange be-
ing at the Rate of Forty four Pagodas Charged therein and paid to the Clerk of
Appeals for Copy of the Petition to the King in Council

Thomas de Mello } 5th } Do or are not Lewis Smith of London Esquire Attorney to the above Named
Complainant if Yea, Recollect or do not You Appear by the Letter Correspondence of
the said Lewis Smith with the above Named Complainant that Application
the Solicitor in England of the above Named Complainant had been paid the Sum
of Two hundred and Four Pounds, Eleven Shillings and Two pence as by the Account
this Bill for Account of the Expences in England of the said Appeal

Henry Dickey and Stephen Poynam } 6th } Do or are not the Sums of Twelve Fanams the Charge which the
Clerk of Appeals Always made since You have been and Attorney of the Court
Until the Fee was increased by Order of the Court of Appeals on the Eleventh
day of February which was in the Year of Our Lord One Thousand Seven
Hundred and Eighty One

For all the Witnesses } Do You know of any other Matter or Thing or have You or any
Person to Your Knowledge or Belief for the Benefit or Advantage of the Complainant in Yea
Relation to the Premises Declare the same as You know have been informed or do believe together
with the Reasons of Your Belief fully as if You had been thereunto
particularly Interrogated

S. Poynam
Attorney for Complt

Account of Particulars which Appear to have been paid for Copies of the Proceedings of Court of Appeals at Madras in Order to be Laid before the Kings Council

For Petition and Appeal to the Governor and Council fol 52 @ 12 fanams ..... 5/. 12. "
For Answer thereto fol 65 @ 12 fanams ..... 21. 24. "
For Decree ..... 1. " "
For Petition to the Kings Council thereon Limes as charged for the Petitioners Attorney's Bill ..... 34. " "
Pagodas 81. " "

18th November 1778

L. Popham
Attorney for Complt

This Exhibit Marked B. Mentioned in the Annexed Affidavit of Limes of the Examinations before mentioned on the Part of the Complainant Taken Depending Before the Honble the Mayors Court at Madras pro and Between the Said Antonio de Lougas Complainant and the Nuragula Mondelliare Defendant on the Part of the Said Antonio de Louga Sworn Before Me this 18th Day of May Anno Domini 1778

F. Sykes
Esqr

Mr Antonio de Louga Act Nuragula Et Contra

Pro 206 18

Ex. Attested Copies of the Proceedings

Fort St George
13th Octr 1778

Limes Taylor
Regr

This Exhibit Marked A. Mentioned in the Annexed Limes Taylors Affidavit and the Examinations before and on the Part of the Complainant in a Cause Depending Before the Honble the Mayors Court at Madras pro and Between the Said Antonio de Louga Complainant and the Nuragula Mondelliare Defendant on the 2d Day of January Anno Domini 1778

F. Sykes
Esqr

Mayor's Court at Madras

Between Antonio de Louga of Madras Merchant Complainant and Nuragula Mondelliare of the same place Merchant Defendant

On the Part of the Complainant

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

James Taylor Esqr Register of the Honble Mayors Court Aged forty four Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complaint was on the Second Day of June One Thousand Seven Hundred and Eighty Eight Sworn to Speak the Truth the whole Truth and Nothing but the Truth touching the Matters in Question between the Parties and Deposeth as follows

1st to the First Interrogatory in the said Deposition Contained This Deponent Knows Antonio de Louga the Complainant and Has Known him Ever Since he Arrived in this Country which is Upwards of Twenty Years and Upwards Nuragula Mondelliare the Defendant and Has Known him Ever Since he Arrived in this Country which is Upwards of Seventeen Years

2d To the Second Interrogatory in the said Deposition Contained This Deponent Says that he has Looked into the Mayors Court of Madras this Deponent Attends in Behalf of the Complainant Produces Several Bills of Exchange Marked with the Letter A. Mentioned in the Examination of this Deponent and Says that this Deponent as Register of the Said Court has Received the Amount of the said Bills which were Discharged by Antonio de Louga Deducting Thereout Interest and Exchange and Says that the Amount of the said Bills Received by this Deponent is about the Sum of Forty Two Thousand Seven Hundred and Eighty Seven Pagodas and Fifteen Fanams and Says that the Interest on the same from the Dates of the said Bills to the Time of this Deponent Received the Amount of the said Bills is about Three Thousand Pagodas and Says that this Deponent

Deponent

Deponent Saith that he Answer the Last Interrogatory

James Smith

J. Shaw
Exr

Mayor Court
Madraspatnam

Between Antonio de Souza Plaintiff
Abraham Complainant and Interrogated
ners of the Complainant Abraham Defendant

On the Part of the Complainant

Deposition of Witnesses taken Here Country and Sworn before me
in the Court as follows viz.

Thomas de Mello Book Keeper to Antonio de Souza Esqr an Inhabitant of Madras
Aged forty Years or thereabouts being produced as a Witness on the Part of the
Complainant was on the 25th Day of May One Thousand Seven Hundred and Eighty Eight
Sworn and Examined on the Interrogatories Exhibited to him at the Office of Mr Henry Dundas
Proctor in Behalf of the Defendant Abraham Pereira Attorney for the Defendant
Pereira under also by Virtue of a Rule of this Court to him Directed and Delivered
and afterwards on this same Day being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory he this Deponent Saith that he Knoweth
the Parties in the Cause and hath Known the Complainant Antonio de Souza
by Years but this Deponent Saith that he Knoweth the Defendant Abraham
Pereira but hath not Known him above Twelve Years Madras

Not to the first Interrogatory

2d ..... To the Second Interrogatory he this Deponent Saith that his Book
keeping the Complainant and has been so for about four Years and
his Knowledge of Mr de Souza Books it appears that a Bill
for one Hundred Pagodas Dated the Nineteenth November in the Year of our
Lord One Thousand Seven Hundred and Eighty Eight to the Account of Abraham
Pereira was Charged in the Complainant Books and Credited by Cash
Complainant for the Expences of his Appeal to his Majesty in Council
And More this Deponent Saith he this Second Interrogatory

4th ..... To the fourth Interrogatory he this Deponent Saith that he has
the Paper Exhibited Marked with the Letter B. Purporting to be an Account
Particulars of the Charges which the above Named Complainant paid for Copies
of Proceedings of the Court of Appeals at Madras in Order to be transmitted to
his Majesty in Council and this Deponent Saith that the Number of Folios
therein Charged Viz. Fifty two Folios at the Amount of the Petition and
Appeal to the Governor in Council and Sixty five Folios at the Amount of the
Answer thereto Also the same Number which are Charged on Account of the
Like Papers in the said Bill of Fifty Pagodas And that Forty four Pagodas
Charged in the Complainants Books to the Defendants Account as paid
to the Clerk of Appeals for Copy of the Petition to the Hon.ble Governor in Council and
More this Deponent Saith to this fourth Interrogatory

5th ..... To the fifth Interrogatory he this Deponent Saith that Mr Lewis Lavallette of
Loudun Esqr is Attorney to the Complainant by Virtue of Three Letters Named and
that Appears by Letters Received by the Ranger Packet Late from England
to Angue Greenland the Solicitor in England of the said Complainant the Sum of
Two Hundred and Four Pounds Eleven Shillings and Three pence for Amount
of his Bill of Expences in England of the said Appeal and that Credit for
the said Sum is given Mr Lavallette in the Complainants Books And more he this
Deponent Saith and to this fifth Interrogatory
Deponent Saith that to this fifth Interrogatory he this said Deponent Saith that he Knows
the Last Interrogatory he this said Deponent Saith that he Knows of Sum of
any Thing material or Thing more than he this said Deponent Hath Sworn
Matter or Thing more and he this said Deponent Hath Sworn touching
Thing more and he this Deponent Knows any other Matter or Thing touching
the Matter in Question in the Cause that can any Way Tend to the Benefit
or be the least Advantage of the Complainant And this to the Last Interrogatory
And more he this said Deponent Saith

Thos de Mello

J. Shaw
Exr
of the Mayors Court

Mayor's Court
Madrasapatanam

Between Antonio de Souza of Madras Merchant Complainant and Senaguah Moodeliar of the same place Merchant Defendant

On the Part of the Complainant

Deposition

of Witness sworn taken and Taken this Cause by and before this Court as follows viz.

Examined on the Part of the Complainant

Henry Du Pin One of the Attorneys of the Honble Mayor's Court and an Inhabitant of Madras Aged Thirty Nine Years or thereabouts being produced as a Witness on the Part of the Complainant was on the Twenty seventh Day of May One Thousand Seven Hundred and Eighty Eight Sworn and Examined as a Witness on the Part of the Defendant by Order of Jury Lewis and Deposeth as Follows viz.

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

2d ..... To the second Interrogatory this Deponent doth not know

3d ..... To the third Interrogatory this Deponent doth not know

4th ..... To the fourth Interrogatory this Deponent doth not know

5th ..... To the fifth Interrogatory this Deponent doth not know

6th ..... To the sixth Interrogatory this Deponent doth believe this Interrogatory to be true to the best of this Deponents Knowledge and Belief as he has been informed and believes

Sworn before me at the Court House this Twenty seventh Day of May One Thousand Seven Hundred and Eighty Eight

J. Sinse
Esq.

Henry Du Pin

Mayor's Court
Madrasapatanam

Between Antonio de Souza of Madras Merchant Complainant and Senaguah Moodeliar of the same place Merchant Defendant

On the Part of the Complainant

Deposition

of Witness sworn taken and Taken this Cause by and before this Court as follows viz.

Examined on the Part of the Complainant

Stephen Popham One of the Attorneys of the Honble Mayor's Court and an Inhabitant of Madras Aged Forty two Years or thereabouts being produced as a Witness on the Part of the Complainant was on the Ninth Day of May One Thousand Seven Hundred and Eighty Eight Sworn and Examined as a Witness on the Part of the Defendant by Order of Jury Lewis and Deposeth as Follows viz.

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

2d ..... To the second Interrogatory this Deponent doth not know

3d ..... To the third Interrogatory this Deponent doth not know

4th ..... To the fourth Interrogatory this Deponent doth not know

5th ..... To the fifth Interrogatory this Deponent doth not know

6th ..... To the sixth Interrogatory this Deponent doth believe this Interrogatory to be true to the best of this Deponents Knowledge and Belief as he has been informed and believes

Sworn before me at the Court House this Twenty seventh Day of February in the Year of Our Lord One Thousand Seven Hundred and Eighty Nine

J. Sinse.
Esq. of the Mayor's Court

S. Popham

692.

L.L.

At the Court at St. James's
the 31st of July 1782.

Present

The King's most Excellent Majesty

Lord President	Lord De Tomar
Duke of Manchester	Lord Amherst
Marquis of Carmarthen	General Conway
Earl Temple	Mr. Secretary Townshend
Earl Fingall	Henry Dundas Esq.

Whereas this Day Read at the Board a Report from the Right Honorable the Lords of the Committee of Council dated the 11th of this instant in the Words following viz.t

"Your Majesty having been pleased by Your Order in Council of the 25th of April 1781 to refer unto the Committee the Humble Petition and Appeal of Shunagada Mordekhai Shadrach alias Thinge, dated the 3d July 1778, praying Leave to appeal from a Decree of the Court of Request Civil and Criminal at Madras of the 12th July 1773, made upon a Bill of Review exhibited by the Petitioner against Lachanna Dey Sangy of Madras the Respondent and Sarvey Shunagada Mordekhai the Appellant, the Accountant at Madras for 2000 Star Pagodas remaining balance of £800 Sterling, which Bill was accepted by the Respondent on the 12th July 1773: That a Decree was thereupon made by the Appellant and Appealed from by the said Respondent for Payment. The Respondent who was Agent under the Zemindar there to the Managers of the United Company after having accepted the Bill thereupon drawn by the Appellant Cungal Shunagada Mordekhai the Cashkeeper and Mordekhai the Accountant and the Office of the Company's Esquire Warehouse Keeper Opposing him in that they would be Answerable for the Money from thence to arise upon the Application of the Respondent who had assigned him against the Cashkeeper and Accountant

and by them was assented to backwards and forwards from one to the other and by them was assented to backwards and forwards from one to the other until the Business of the Table of Arbitrators there should be ended, all the Business respectively from Madras, That there was about from Madras to this Country about a Twelve Months, That he was after his Return to Madras on this Country about a Twelve Months, That he was after his Return applied again for Payment of the outstanding Bill of the Respondent who told him he was to be discharged and to come Days afterwards Afterwards Ordered the Accountant to bring the Appellant the Accounts of Pons Pagodas Mordekhai the Drawer from whence it appeared, That having the Accounts of the Appellant the Amount of the Bill had been paid by the Cashkeeper to the Collector Pons Mordekhai, That the Appellant having in his Possession the Accepted Bills of Exchange considered the Payment to Collector proper and not affecting his Demand against the Respondent and finding that the Respondent was determined not to take up the Bill thereupon drawn and Action against him for the Amount of the Bill thereupon drawn and Action against him for the Amount of the Bill thereupon drawn and Action against him for the Amount of

"of the said Court of Appeals Appealed therefrom to Your Majesty in Co
"and humbly prayed that the same might be reversed and the Sign
"Decree of the Mayor's Court confirmed or for other Relief in the Premi
"The Lords of the Committee in Obedience to Your Majesty's said Order
"Reference having this Day taken the said Petition and Appeal in
"Consideration and heard all Parties therein concerned by their Co
"Learned in the Law do thereupon agree humbly to Report as their Opi
"to Your Majesty that the said Decree of the Court of Appeals at Ma
"of the 21st of May 1778 should be Affirmed and the Petition and Ap
"therefrom Dismissed"

His Majesty taking the said Report into Consideration is pleased with
Advice of his Privy Council to Approve thereof and to Order as it is hereby Order
that the said Decree of the Court of Appeals at Madras of the 21st May 1778 be Aff
and the said Petition and Appeal therefrom dismissed this Board Whereof
the President and Council of the said Court of Appeals, the Mayor's Court at Ma
=patnam and all others whom it may concern are to take Notice and govern
themselves Accordingly

Steph Cottrell

Mayor's Court at Madraspatnam

Tuesday the 16th Day of September Anno Domini 1788

Present

L.S.

Edward Garrow Esquire Mayor
William Webb and Andrew Ross
Aldermen

Mayor's Court

Between Antonio de Souza of Madras Merchant Complainant and Ninepah Moodeliar of the same Place Merchant Defendant

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with Copy of an Account Annexed, The Defendants Answer with two Exhibits Annexed, The Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant with two Exhibits Marked A & B Annexed, An Order of his Majesty in Council On Hearing the Pleadings made Use of 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 Complainants Bill do stand Dismissed with Costs

Dr Cur

(696.)

Court of Appeals at Madraspatnam } Fr. Saturday the 30th May Anno Domini 1789

Between Antonio De Souza of Madras Merchant Appellant and Ayrey of Mordelly of the same place Merchant Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayor's Court together with the Decree of the said Court given in this Cause on Tuesday the 16th day of September Anno Domini 1788 upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments Used by the Attornies on both sides This Court doth think fit the Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honble the Mayor's Court do stand Affirmed and that the Appellants Petition be hence dismissed with Costs

Pr Cur

Chas. N. Whit Clk

Filed the 19th Feby 1787.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orators Jacob Franco Junior Francis Franco and Elias Lindo Junior of London Merchants three of the Executors Appointed by the Last Will and Testament of Raphael Franco Esquire late of London Merchant Deceased, the Surviving Partner of the House of Trade of Jacob Mosch and Raphael Franco, and which said Will was by them duly proved in the Prerogative Court of the Archbishop of Canterberry, by their Attornies Thomas Pelling and John De Fries of Fort Saint George Merchants that John Macpherson formerly of Fort Saint George Esqr Now of the Members of the Supreme Council at Calcutta, William Petrie of Fort Saint George Esqr and Antonio de Souza of Madras Merchant, Stand justly and truely indebted unto Your Orators as Executors as aforesaid, in the full and just Sum of Six Thousand and Sixty two Pagodas, eleven fanams, and fifty 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 Two Thousand four hundred and twenty four Pounds and Eighteen Shillings, together with Interest thereon from the twenty seventh day of January One Thousand Seven Hundred and Seventy three, which they the said John Macpherson, William Petrie, and Antonio de Souza Unjustly detain from Your Orators For this, To Wit, that Whereas the above named Jacob Mosch and Raphael Franco Deceased did in their lives time, To Wit in Year One Thousand Seven Hundred and Seventy One, and One Thousand Seven hundred and Seventy two, Make Sundry Consignments of Coral Beads unto

Francis

Francis Lourdan and William & Martin Goodlad and among other
of Two Chests of Coral Beads by the following Ships, Viz. by the
Ludia Company's Ship the Nottingham Marked NR. No 1 to
Cwt by the East Ludia Company's Ship Duke of Athol Marked N
Nos 3; And Your Orators Shew, That the said Two Chests of Coral
Beads were Entered by and came to the possession of the said Will
Martin Goodlad Duly and the said Years of Our Lord One Thou
Seven Hundred and Seventy two, the said Francis Lourdan Esqr
a Writ of Mandamus Issued out of Chancery Court, And Your Orators shew
that the said William & Martin Goodlad did Sell and Assign
of the said Two Chests of Coral Beads Marked NR. No 1 to
Nottingham, and NR. Nos 2 & 3 per Duke of Athol, the Sd
Proceeds of which Said Two Chests of Coral Beads are Liable
-ved by the said William & Martin Goodlad did Assume the Sd
Sum of Six Thousand and Sixty two Pagodas Current Money and
fifty Seven Cash, the Account Value whereof in Current Money of
the said Jacob Mendes and Raphael Franco by the said William
& Martin Goodlad by Letter dated the Eleventh Day of October One
Thousand Seven Hundred and Seventy two, Over Allowing and
the Date of the Two Hundredth of July One Thousand Seven Hund
and Seventy two, and Another under the Date of the Eleventh Day of
September One Thousand Seven Hundred and Seventy two, a
May more particularly and at large Appear by Copies of the said
Two Account Sales hereunto Annexed Marked A and B. And
Your Orators shew that the said William & Martin Goodlad Depar
-ted this Life without having made any Will or Nomination of
Amount of the Sales of the said Two Chests of Coral Beads or Settled
of them or any part thereof, Notwithstanding the Twenty fourth day of
One Thousand Seven Hundred and Seventy three, having first duly made and

Executed their Last Will and Testament in Writing and thereof did Nominate
and Appoint the Executors thereof the said John & Magdeleine, William Peter and
Antonio de Souza who did duly prove the said Last Will and Testa-
-ment in the Prerogative Court, and did duly take upon themselves the Bur-
-then of the said Trust, And Your Orators shew that the said Executors
-ship and Executorship being, And Your Orators shew that the said John Mag-
-gleman William Peter and Antonio de Souza did well Know that the
Said William & Martin Goodlad had made Sales of the said Two Chests of Coral
Beads, and that they had not made any Returns or Remittances for the same
And Your Orators shew that the East Ludia Company's Ship the Neptune
being under Regulations at the time of the Death of the said William
& Martin Goodlad, and the Register of Diamonds and previous Steps directed
by the then President and Council to be stopped on the Ship Neptune for England
being then Cleared, they the said John & Magdeleine, William Peter and Antonio
de Souza did Apply to Mr. Charles Oakley Secretary to the said President and
Council by Letter bearing Date the Twenty fourth Day of the said Month of
January One Thousand Seven Hundred and Seventy three, to Register a Parcel of
Diamonds Marked TE. No 1 to the Value of Six Thousand and Sixty two
Pagodas Current and fifty Seven Cash by the said John & Mag-
-gleman William Peter and Antonio de Souza consigned unto the said
Jacob Mendes and Raphael Franco being a certain other said Letter fully
expressed and declared the full Returns for Two Chests of Coral Beads under
the same Mark & No and 3 per Ships Nottingham and Duke of Athol
One Thousand Seven Hundred and Seventy two being the full Returns for
the aforesaid two Chests of Coral Beads sold by the said William & Martin
Goodlad deceased, as by the same and Letter annexed to the said
Parcel Diamonds Marked &c. relation being had unto the same respectively
of this Honble Court and the said Your Orators praying the Benefit
of this Honble Court and the Original Letter bearing Date the Twenty
of this Instant Duly Entered, The Original Entry bearing Date the Twenty
the said President and Council, And Your Orators shew that the said Parcel

of Diamonds Marked as aforesaid and to the Value aforesaid was
Consigned to the Directions of the said Letter duly Signed in the
Name of the said Jacob Mosebaud Raphael Franco Deceased in
fully and at large Appears by Copy of an Extract from the said Registry
hereunto Annexed Marked D. Which Your Orator prays may be
Admitted as part of this their Bill of Complaint, And Your Orator
that the said Registry was afterwards Sworn Duly Entered
the said Month of January And Your Orator shews that the said
Diamonds bearing been Illegally Imported as aforesaid Registered in the
and as the property of the said Jacob Mosebaud Raphael Franco the
same was thereby became the Right and property of the said Jacob Mose
and Raphael Franco, Notwithstanding as Your Orator shews that
the said Cohen Macpherson William Petriand Antonio de Souza did
after the said Registry had been Sworn as aforesaid pretended
Without the said Rubies Diamonds from the Registry of the said
President and Council, And did procure and Obtain a Warrant to be
issued out of the Court of the said Ships Vessel to the said Jacob Mosebaud
Raphael Franco, They the said Cohen Macpherson William Petriand
Antonio de Souza did Apply and caused the same to be Entered
and Advantage, so that the said Jacob Mosebaud Raphael Franco
were thereby Injured as the said Registry and the said Rubies Dia
monds and did cause the same illegally by the said Ships Vessel to be
other Measures Ensued of the said two Chests of Coral Beads the said
for which the said Rubies Diamonds was unjustly and illegally Seized
to the great Loss Detriment and Injury of the said Jacob Mosebaud Ra
phael Franco And of Your Orator as Executor as aforesaid to the Value
and Value of the said Rubies Diamonds being the Sum of Six thousand
and Sixty two Pagodas Eleven Fanams and fifty Seven Cash and

Eleven Fanams the Twenty Second day of January One thousand Seven hundred
and Seventy three, Whereupon the same was Registered and the Name and
as the property of the said Jacob Mosebaud Raphael Franco. And Your Orator
Shew that the said Jacob and Raphael Franco did frequently give their Live
lihood and Your Orator as Executor as aforesaid by their Attorneys have frequ
ently Applied to and Demanded payment from the said Cohen Macpherson William
Petriand Antonio de Souza for the Amount of the said Rubies Diamonds to
Wit the Sum of Six thousand and Sixty two Pagodas fifteen Fanams and fifty Seven
Cash and Costs Thereon from the time that the said Rubies Diamonds was
Registered as aforesaid, and Your Orator will Charge that they the said Cohen
Macpherson William Petriand Antonio de Souza well Knowing the Premises
Will Combine to their Unreasonable Request and in all Right and Justice they ought to
have done

But now so it is True Sir the said Cohen Macpherson William Petriand Antonio de Souza do Pretend
Will fully suppose to pay the said Debts Your Orator or their said Attorneys or
Cohen Behalf any Manner of Satisfaction touching the Premises aforesaid
frivolous and unjust pretences, And the said Cohen Macpherson William Petriand
Antonio de Souza pretending that they are not Answerable to Your Orator as
their private Characters but only as Executors of the said William Martin
Lord and that all the Demands due from Your Orator have ceased and have
Upon Them for the real Proceeds of the said two Chests of Coral Beads the
Amount William they Say they cannot pay as those Debts Demands upon the
Estate of the said William Martin Lord and pay and Bonds and other Securities
Seized as aforesaid Which they Say is Sufficient to Answer and Your Orator to Re
And the said Cohen Macpherson William Petriand Antonio de Souza
do likewise pretend that they did procure the said Rubies Diamonds to
Which they did so Legally in the Names of the said Jacob Mosebaud
Raphael Franco, and the Letter was proper Manner and Sufficient Money

Belonging

Belonging to the Estate of the said William Martin Goodlad, And that the
Remittances of the said Rubies & Diamonds, was intended to be made But
regard for the Credit of the said William Martin Goodlad, And also the
That the same was made with a View of Obtaining the future Consignments
the said Jacob Moreland & Raphael Franco, and that therefore they had
right to withdraw the said Rubies & Diamonds after the Legacies had
Closed, and that their so doing was as much Matter of Execution of the
Registering them, And therefore pretend that they are only Answerable
their Character as Executors. Whereas Your Orators charge that the
said Johan Macpherson William Petrie and Antonio de Souza are
able & unable to make and their respective Characters they having fulfilled and
pleated that of Executors by praying Letters of Administration of the Effects
said William Martin Goodlad for the use & benefit of the said then Creditors
Coral Brade by virtue of the Letters of Administration by the Several Rules of delivering
depositing the said Rubies & Diamonds in the Public Register as forme
as the Property of the said Jacob Moreland & Raphael Franco, and by the
Declaration in writing to the Secretary of the Law being their proper
and that the Same was made and paid in full Value for the Credit
Coral Brade, the Net proceeds whereof is equal to one and a Half Value
Investment given in by the said Johan Macpherson William Petrie
Antonio de Souza at the time of registering the Same, And that the
Rubies & Diamonds was conveyed Bona fide & registered and Marked
so as the property of the said Jacob Moreland & Raphael Franco. And
Orators Charge that the said Rubies & Diamonds did so all Intents
Purposes of Law or Equity and the Customs of Merchants become the
in the said Jacob Moreland & Raphael Franco and that the Said
the Same was illegal and unwarrantable, Notwithstanding
said Johan Macpherson William Petrie and Antonio de Souza
afterwards pretended that the said Rubies & Diamonds were shipt

With Monies Proceeding from the Estate of the said William Martin Goodlad but
With Monies in which Your Orators have not any thing to do,
With their own proper Monies, with which Your Orators have not any thing to do,
the Assignees and Executors of the said Johan Macpherson William Petrie and
Antonio de Souza being clearly to pay the said Jacob Moreland & Raphael
France the Sum of Six Thousand and Sixty two Pounds Eleven Shillings and
Seven Cash and Exchange of the like Currency by the said William Martin
Goodlad for Monies proceeded of Two Chests of Coral Brade sold by Auction
time from the Knowledge of the Same being a Debt justly owing and
able for Your Orators have been informed which the said Johan Macpherson
William Petrie and Antonio de Souza then had of Effects sufficient
to pay all the Debts owing by the Deceased, And from a reasonable View to the Credit
of the Deceased, and from Want of Obtaining by Reasonance of Things connected
fully the future Consignments of the said Jacob Moreland & Raphael Franco
and Merits of the said Defendants are Creditors to Right Equity and
Good Conscience, And that the Defendants by their said Answers
Money due to them as Matters aforesaid Your Orators by their said Bill
therefore pray a General Relief and that the said Johan Macpherson
to Equity and Good Conscience To the End therefore that the said Johan Macpherson
said William Petrie and Antonio de Souza may severally answer the premises
Oaths full true direct and perfect Answers to all and singular the matters
and things herein before set forth and Alledged as fully & effectually as if the same were
Effectually but not to and Purposes aforesaid To that Your Orators may
and particular Letters of Administration may be granted to them
Decree the said Jacob Moreland & Raphael Franco their Coral Brade
before set forth Make Consignments to the said then Creditors
Marked FR & Co. To the said William Martin Goodlad and
Francis

Francis Saundars or otherwise and how and whether the said two Cheques
of Coral Beads were received & Issued by the said William Martin Goodlad
in the absence of the said Francis Saundars or how otherwise And whether
the said William Martin Goodlad did or did not send all the said two Cheques
of Coral Beads And whether the Copies of the Accounts & the several
said Marked A and B are true and true Copies from the Original
transmitted by the said William Martin Goodlad to the said Lords
and Raphael Franco And whether the Net proceeds thereof did or
did not Amount to the Sum of Six Thousand and Sixty two Pagodas Eleven
Fanams and fifty seven Cashes or any other and what Sum And whether
the said William Martin Goodlad did or did not make any Returns of Remittances
Whatsoever on Account of the said two Cheques of Coral Beads or all or any of them
or not And whether the said William Martin Goodlad did or did not send
To the said Lords and Council at Fort St George or elsewhere abroad any
Depart Advice or Advices or any other and what Intimation or Intimations
soever And whether he did or did not first duly make and Publish his
Last Will and Testament in writing And whether they the said John
Macpherson William Petrie and Antonio de Souza were or were not
Appointed Executors thereof And whether they have or have not Duly
Proved the same in this Honble Court and Obtained Probate thereof And
Whether the said United Company's Ships the Vizara was or was not
Dispatched or about the time of the death of the said William Martin
Goodlad And whether they did or did not know that the said
Marked Goodlad had not made any Returns or Remittances for the Amount
Sales of the said two Cheques of Coral Beads And whether they did or did not
provide and procure a Pulley of Diamonds to be sent on Board the said
Vizara in full Return or Discharge of the said proceeds of the said two Cheques
of Coral Beads And whether the said John Macpherson William
and Antonio de Souza did or did not make Application to the said
to the President and Council at Fort St George aforesaid or elsewhere abroad Regist

Register a Pulley of Diamonds of the above mentioned or any other and what
Value and whether the same was or was not Exported and Received by the
in full Return for the two above mentioned Cheques of Coral Beads sold by the
said William Martin Goodlad or how otherwise And whether the Exhibit
Marked C hereunto Annexed is or is not a true Copy from the Original
Letter by the said John Macpherson William Petrie and Antonio de
Souza and to the said Secretary And whether the same was or was not
Severally Subscribed by them with their own proper handwriting And
Whether the same was or was not Registered According to the said Application
and Received And whether the Register was or was not afterwards closed and
Whether the said John Macpherson William Petrie and Antonio de
Souza did or did not make the said Remittances of the said Pulley of Diamonds
in Return for the said two Cheques of Coral Beads by the said William Martin
Goodlad sold as aforesaid And whether the said John
and Antonio de Souza did or did not make Application to the said
and hope that the said Application to their making the said Returns would
be answered with Success And whether they the said John
Macpherson William Petrie and Antonio de Souza did or did not receive
Net Proceeds Consignments of Coral or with any other and what Sum
And that they may also declare whether they did or did not at the time of
registering the said Pulley of Diamonds think and believe that the Estate
of the said William Martin Goodlad was sufficient to pay
all demands thereon And whether the said John Macpherson William Petrie
and Antonio de Souza did or did not Return the said Pulley of
Diamonds into the Register as they were required by the said
Pulley Diamonds delivered into the Register as aforesaid And whether
Marked and Raphael Franco for the same had Shewn Cleared and Passed the
the Exhibit Marked D hereunto Annexed is a true and faithful Account of the
Register of Diamonds and Garnets Weighed Cleared and Shipped by the said
Sealed And whether the Pulley of Diamonds therein mentioned

Numbered and described in and the Rubies & Diamonds by them taken in the Manner and by the Means set forth in the said Jacob Montbaud Raphael Franco's Petition that the said John Macpherson William Philip and Antonia de Souza may be sworn touching the Premises and declare whether they or any of them have or ever had any and what Interest Property or Possession in the said Rubies & Diamonds or any Part thereof or in the Premises or any Part thereof directly or indirectly for their own Use or for the Use of any other Person or Persons and what and when and how and in what Manner they or any of them came by the same and whether they or any of them have or ever had any Agreement Bargain or Contract with the said Jacob Montbaud and Raphael Franco or any other Person or Persons for the Sale Delivery or Disposal of the said Rubies & Diamonds or any Part thereof and what and when and how and in what Manner and for what Price or Consideration such Agreement Bargain or Contract was made and whether the same or any Part thereof hath been carried into Execution and whether they or any of them have or ever had any and what Knowledge Information or Belief touching the Premises or any Part thereof and that the said John Macpherson William Philip and Antonia de Souza may be compelled to answer all and singular the Premises and that the Rubies & Diamonds in question may be brought into this Court and deposited with the Accountant General of this Court in Trust to abide the Event of this Cause and that the said John Macpherson William Philip and Antonia de Souza may be ordered to pay the Costs of this Suit and that your Orator may have such further and other Relief in the Premises as the Nature of his Case may require and to your Lordship shall seem meet

May it please this Honble Court the said John Macpherson William Philip and Antonia de Souza by their Solicitor Thomas Lister Esqr Sheriff of Fort St George Lawful Madrapatnam and the said Jacob Montbaud and Raphael Franco by their Solicitor Thomas Hutchins Esqr Attorney of this Court severally have appeared before this Honble Court to answer the Premises and the said Jacob Montbaud and Raphael Franco have filed their Answer thereto and the said John Macpherson William Philip and Antonia de Souza have severally filed their Pleas to the said Bill of Complaint and the same having been argued before this Court on Saturday the 13th Instant and due Consideration had thereof this Court doth allow the said Pleas

Court Hall Fort St George 16th July 1772

H. Du Pre
Actg Compt.

MR
No. 3.

A

Account Sales of a Chest of Coral Beads Marked and Numbered as in Margin Received per Ship Duke of Albany John Steward Commander from Madrass and Consigned to Jacob Montbaud Raphael Franco

June 1772 on Account of Jacob Montbaud Raphael Franco

Coral Beads	Sicca Rs			
Grosses 12 Bundles	176	2 @ 12¾	Pags per Sicca Rs	2246.30.—
Mesanas 24 Do	175	6 @ 6⅜	Do per Do	1119.31.40
				3366.25.40

Charges Merchandize

	168.12.6	
Commission	6½	12.2
Cumulage	121	20.—
Custom	—.9.—	353.17.8
Landing the Chest		

Nett Proceeds Pagodas 3009.8.32

Fort St George 19th July 1772

E & O W. R. Goodlad

H. Du Pre
Actg Compt.

B

Account Sales of a Chest of Coral Beads Marked and Numbered as in Margin Received per Ship Nottingham Peter Stoaker Commander June 1772 on Account of Jacob Montbaud and Raphael Franco

MR
No. 1.

Coral Beads	Sicca Rs			
Grosses 12 Bundles	176	3 @ 13	Pags per Sicca Rs	2292.12.—
Mesanas 24 Do	176	2 @ 6⅜	Do per Do	1123.15.—
				3415.27.—

Charges Merchandize

	170.28.28	
Commission	123.11	
Cumulage	68.11.27	362.23.35
Custom	—.9.—	
Landing the Chest		

Nett Proceeds Pags 3052.3.25

Fort St George the 7th Sept 1772

E & O W. R. Goodlad

H. Du Pre
Actg Compt.

Act of Parliament for limitation of Actions may be allowed to the said
three Defendants to answer the Bill of Complaint of the said
telying thereon for further Plea say that it appears by the Complainants
Bill of Complaint that the pursuer and Intromitters therewith
Defendants to payment of their respective Individual Estates thereof
six Thousand and Sixty Pagodas Eleven Fanams and fifty Seven Cash
a Debt supposed to be originally contracted by their Testator the
William Martin Goddard and they aver and that by the Law of
Land no One shall be compelled to pay the Debts of another out
Own Estate unless it shall appear that the Intromitter with
Master's Estate or Testators Estate or has entered into a Contract
Agreement in writing and subscribed the same or otherwise
and thereby promised to pay the same out of their own Estate and
the said Complainants have not in their said Bill of Complaint
to say that these Defendants have intermeddled with the Effects
said Testator or Promised by writing under their hands to pay
the Defendants do plead such Law in Bar to their pretended
the Act of Parliament passed in the Thirty ninth Year of King
therein entitled An Act for the preservation of Frauds and prevention
thereby it is enacted that no Action shall be brought whereby
upon any promise by agreement to answer the Debt of another
unless the Agreement upon which such Action is brought or some
or some other of them shall be in writing and signed by the
Charged therewith or some other person by him lawfully authorized
which matter these Defendants do aver and plead in Bar
plainants said Bill and humbly demand the
Judgement of this Honble Court whether they are not
their Answer thereto and that they may be
And these Defendants have not any Means Estate
therefore pray for Answer to the Pardon of the said Complainants

or to give such other Relief as these Defendants are Advised to Answer unto
These Defendants Answer and say that they Admit that the said Jacob
France Moses France and Raphael France did make over and assign unto
to the said Francis Lourdan and William Martin Goddard the said
Francis Lourdan being first Named in the said Assignment of the Debt
aforesaid Bill of Complaint and they also Admit that the
said two Debts were received by the said William and Martin Goddard
in the Name of the said Francis Lourdan and sold by him and that the
Account of Sales thereof was transmitted to Edward Raphael France and
Moses France agreeably to the Assignment thereof annexed to the Bill of Compl
aint and that Amount thereof was Six Thousand and Sixty two Pagodas
Eleven Fanams and fifty Seven Cash and that the said William Martin
Goddard did not remit any part thereof to the said Jacob France Moses
France and Raphael France and they Admit that the said William and
Martin Goddard did depart this life a short time after the
aforesaid Bill of Complaint was filed and that the Executors thereof who proved the same and
entered these Defendants to the Executors thereof to the Deceased
look out probate thereof and they do also admit that the Testator of the
Deceased was under Age at the time of the death of
Deceased and that they had reason to believe
that the said William Martin Goddard and that they had reason to believe
the said two Debts were due and owing for the said two Debts of
that the said Deceased made any Return or remittance for the said two Debts
Coral and they do also Admit that having been allowed time to make inquiry
into the Affairs of the said William Martin Goddard that their Estate and
be sufficient to pay all their Debts and having received as far as they have
lay so many the Creditors of their Testator Mr William Martin Goddard
Relations in European Countries to the Deceased and that they did all they
the Law that they had the said pursuer thereof knowing Advantage of
Consideration whatsoever to themselves save only Procure
their own Debts the Breaches part of the pursuer

a Bales of Diamonds, and under the Lingerfingers of their Clerks of their said Testators Estate, and their Executors had the Money bequeathed, and Whether for his death they did or should if they could have Remitted with safety to their selves to have Remitted the said Diamonds to the said Jacob Lopez Mendez France, and Raphael Francis in Return for the said two Clerks of Coral and did make Application to the Secretary of the President and Council of Fort Saint George in Writing to Register a Bale of Diamonds so that Bale and they admit that the Exhibit Marked C. Annexed to the said Bill Complaint is a Copy of their Letter written and Subscribed by them Defendants as Executors of the said William and Marked Cordlad to the said Secretary they also admit that the Answer was Received according to their Application by them as the Executors of the said William and Marked Cordlad but they know not how it could be so and that such Register was found but they Believe not the said Register was found by the said Mr Hodges but only one Answer Received and Registered and that Every Register was afterwards Examined by these Defendants as Executors of the said Estate And these Defendants also say that they could not by no Means Answering Remittance because the said Diamonds never were Received out of the Actual Possession of these Defendants they having only made that Register Thereof and Received the said Diamonds on board the said Ships as soon as Landed and Their under Secretary Attorney of Francis Lourdan the Surviving Consignee as aforesaid Thereby fully satisfied that the Letter of these Defendants to the said Jacob Lopez Mendez France and Raphael Francis Copy whereof B. as extracted from the said Book of Correspondence is hereunto Annexed and prayed to be taken as part of their Their Answer But these Defendants Acknowledge that such and no such Inter Course Taken place by the Representation of the Complainant Testators and that these Partners knew that the Attorney of Francis Lourdan the Surviving Consignee as hereinafter Set forth they did Intend under the impression before expressed to have Remitted the said Diamonds to Europe for the said Coral And that these Defendants further Answering say

That they have already fully explained the Motives that induced them to take the Steps they did Intended Remittance Namely the Belief of the Solvency of their Testators Estate their desire to preserve the Memory of their Regarded friend and Benefactor and that Laudable Ambition and Good opinion of Others but they always was from any Interested Views to obtain the Consignments of the said Jacob Lopez Mendez France, Moses Lopez France and Raphael Francis as their Correspondence with them will sufficiently Testify especially the Latter part of that Letter mentioned will sufficiently Testify especially the Latter Part of the said Letter Marked B. Wherein the Matter of the remaining Clerks of Coral is mentioned and to which Request made to have their Management Thereof they expressly say as follows "If the above Request should Remain indiscussed our Charges we shall Expect some of the Attorneys of Mr "Cordlad should Remain indiscussed our Charges we shall Expect some of the Attorneys of Mr "but we can and Make You proper Remittance of the Business so we make no "Question and Make You proper Remittance of the Business so we make no "Scruple and should have the management of the Business so we make no "doubt they will do as much for Your Interest &c And these Defendants do also Admit that at the time they intended to remit the said Diamonds they certainly did believe that their Testators Estate was sufficient to Pay his Debts or they would not have done what they did And these Defendants further Answering say that the said Diamonds would Certainly have been Remitted to the said Jacob Lopez Mendez Lopez and Raphael Francis of Paul Benfield of Fort Saint George &c and Raphael Francis of Paul Benfield of Fort Saint George &c the Attorney duly Constituted of the said Francis Lourdan Then Absent from Madras and who was the Surviving Consignee of the said Jacob Lopez Mendez France and Raphael Francis had Notice both of the said Francis Lourdan as Surviving Consignee and of the said Francis Lourdans Management of the said Consignment and Then Remittance and Delivery of their Accounts Concerning the same and had Actually Received and done Negotiating the same and had the Laws of the Country Been Duly Attended to these Defendants with the Last of Them Defendants Interim

thereinto upon which it was agreed by the said Paul Bousfield as the Attorney and on the part of the said Francis Lourdan the surviving Consignee of the said Jacob France, Mendes France, and Raphael France and three Defendants the Executors of the said William Martin Goodlad to submit the same to the Arbitration of John Holland Merchant and John de Castro Merchant both of London Merchants being Persons supposed to be well and Conversant in Matters of that Nature who after Examination thereof was to Award the Right to the Management of such Consignment upon the Decease of the said William Martin Goodlad Devolved to his surviving Consignee the said Francis Lourdan and the three Defendants as the Executors of the said William Martin Goodlad Whereupon these Defendants to Withdraw the Register by of Protests and Diamonds Which had been before made in the Secretary Office of Fort Saint George Pursuance and Upon performance of the Award by which the Executors of the said William Martin Goodlad they had Submitted and which if they had not done they might have been compelled thereto by the said Francis Lourdan Surviving Consignee and the Representatives of the Transactions of the said Jacob France Mendes France and Raphael France and three Defendants further Answering say that by the same Deposition to them Read Required the said Jacob France Mendes France and Raphael France of every thing they had done as well as of every thing they might have done and also of every particular which did any ways relate to the above Transaction and by the Letter herein to Annexed Marked B. willingly Appeared these Defendants do Admit that the Exhibit referred to by the said Bill of Complaint to be a true Copy of the Register therein referred to And these Defendants do Admit that upon withdrawing the said Register they did collect and receive of the Diamonds and did replace the same in the same hands from whence it had been received they greater part to the Value stated unto the hands of the Defendant Antonio de Souza who had Advanced it And they also Admit that they have not since Rendered any Account

Account of the said Goods to the said Jacob France Mendes France and Raphael France nor could they as they conceive either with Justice or Safety have done so after the Determination of the Agency that the said Francis Lourdan was to have the Management of the said Consignment and therefore do not be Consignment Was the only legal Representatives of the said Jacob France Mendes France and Raphael France with whom and with whom alone they were to Account for any Remained that might arise in consequence of such consignment upon the Estate of the said William Martin Goodlad And they say that under the said Power of Attorney being the proper Representative of the said Jacob France Mendes France and Raphael France the said Antonio De Souza being the Acting Executor did Account with and pay the Balance due from the Two Chests of Coral Remaining unsold and the Balance due from the Coral Merchants on Account of the Sales made by William Martin Goodlad and which had not been Collected previous to their Decease as by the Letter and Account Current thereto Annexed and signed by the Agency of the said Francis Lourdan may more fully Appear And they say that to the Answer may more fully Appear they are ready to bring into the Custody of this Court the said Antonio de Souza as well the Monies received by the said William Martin Goodlad during his Life as the Monies received by the said Account to Appear to be Five Thousand Star Pagodas and which by the said Deposition to them Read they say they have not since Received any part thereof as aforesaid They have not Power to Receive any part thereof as aforesaid More Deliberate Answer to the Allegations of this Defendants to the Bill of Complaint they say that they have not nor to the best of their Knowledge Remembrance and Belief Required the said Antonio de Souza to Account for any Debts to the Estate which they might have Received of any Persons Indebted thereto But they say that the said Antonio de Souza Voluntarily Accounted with them for the same and they say that the Estate of the said William Martin Goodlad Owes to the said Jacob France Mendes France and Raphael France their Bankers Account as by the Letter to Annexed Marked D. and E. to their Answer and Answer and may Appear Upon the Account of the Estate of the said William Martin Goodlad Prayed to be taken as part of their Answer And these Defendants the said Antonio de Souza and Bankers Defendants Willing all that they say that the said Bankers Defendants Are for some time past

that

that they have Admitted & by no Means Allow, nor Do not Appear from the said Complainants own Statement of their Case in that by Law in Equity or Conscience they have Entitled themselves to Recover the said Sums of Money or any part thereof from these Defendants — The Complainants have not entitled themselves by Law because they say that it Appears from their own Statement and the facts Admitted by both the Complainants and these Defendants that the only Reason of the said Jacob France, Moses France and Raphael France not receiving the said Remittance of the said Diamonds did not Arise from any Omission or Mistake in these Defendants as they did in fact Write more than Once required of them but it evidently Originated from the Intoxicated and Opposite Acts of the said Paul Benfield who had no Authority whatever to interfere but such as was Derived from the said Francis Lourdau who Again Derived his Authority from the Trust Reposed in him by the Original Consignment of the said Jacob France, Moses France and Raphael France and therefore the Interference and Intervention of the said Remittance was clearly and Act of the Legal Representatives of the said Jacob France, Moses France and Raphael France and consequently no Act of their own — but the said Jacob France, Moses France and Raphael France are seeking to Obtain Redress for this Interference that is they are seeking Redress for an Act of their Own which they never Assisted and do not Admit — These Defendants further Answering say that all Just and Equitable Property Justly belonging to the Estate of the said Paul Benfield Must Mortgage upon the Real Property

Restitution to be ordered of the Property in the Bill of Exchange Diamonds
France, Monte France, and Raphael France some Notwithstanding Diamonds were delivered
over to the Commanders of the Gipsy Hazard or Bills of Lading signed at
their foreign Ports or made by these Defendants in favour of the said
France, Monte France and Raphael France so that the Portions of the Company
whereby they might be lawfully entitled to the Delivery of the said Diamonds may be
irrecoverably severed from the Estate and Absolutely entitled thereto
France, Monte France, and Raphael France in which Estate they found
their Rights of Action in respect of the Diamonds were thereout of the
Possession of these Defendants And these Defendants further say that they
have Applied the principal Part of the Effects which have come to their
hands towards paying off the Debts specially to the Value of the Diamonds
by Law and the Terms of the Oath which these Defendants as Executors
have taken by which they swear to pay off the Debts of their Testator as
the Estate will Extend and the Law Obliges and as they have Power so to do
as the Payments to have hitherto been made by the acting Executor and
Committee was without other Default and the Management thereof
the Accounts of the Estate this day delivered on Oath by these Defendants
and now of Record in this Honble Court may appear the Interest that
the Complainants to be charged thereon personally with the Payment of
so large a Sum of Money is illegal and unjustifiable and Commencing
by that Spirit of Litigation and Unkindness to which and Oppression individuals
clearly evinced in the former Suits carried on in this Honble Court
for the same Sum of Money instead of awaiting graciously as these
to do till these Defendants have been enabled to pay off the Specialty Debts
of the Estate and Creditors as may have a preferable Claim and may
afterwards have sufficient Funds of the Estate to pay the Legacies and
surviving Conniguee such Sum as may appear to be due to these Defendants
These Defendants further Answering say that by the Law and Usage

which the Complainants have built this fabrick of Litigation is clearly
and pointedly against them and these Defendants say expect any Relief from a
Court of Equity where Decisions the extended beyond the Limits of the Law are
Still confined to other Limits beyond which they do not extend for the only
Objects of Equity are said to be Fraud Accident and Trust but there no Fraud has
been committed no Accident has happened no Breach of Trust has been made
Unless it was a fraudulent these Defendants to Attempt to prove the said Facts
France, Monte France, and Raphael France at their Evident Risk And
Accident that such Attempt was frustrated by the Voluntary and Gratuitous
Act of their Legal Representative and a Breach of Trust in these Defendants
in not having discharged the simple Contract Debts of the Testator in preference
to all others specially and other personal Debts in case of Insufficiency
out of their own Pockets And lastly these Defendants further Answering
say that if from their Technical and Legal Equity the Complainants
should appeal to that unmeaning Tribunal these Defendants
submit to the same Tribunal with
Manner they acted after the Attention manifested to the Complainants
Property and Preference to their own as far would in a Court of Conscience or general
Equity be presumed in favour of the Complainants and that the more
Liberal and Enlightened Rule of Judging might be the more
Reasonably they have to disapprove of this Liberal and Generous
Proceeding of the Complainants and their Female Attack on the
Property of these Defendants as Individuals

These Defendants are ready and Willing to pay what may be found due
Provided this Honble Court shall direct and humbly pray to be
hence Dismissed with their reasonable Costs and Charges in this
behalf

Behalf Must Wrongfully Sustained

Sworn Made by Antonio de Souza
this 4th Day of May 1787

Antonio de Souza

Before me
Jn.o Call
Mayor

L. Popham
Attorney for Defendants

Sworn Made by William Pelin
this 15th Day of May 1787

Jn.o Call
Mayor

A

To Messrs. John Maxwell Stone and James Hodges

Gentlemen

We have been favored with Your Letter of the 22d Ult.o enclosing a Letter Addressed to us as Executors to the Estate of Mr. Gabriel Martin Gondlach Dated London 3d Dec.r 1772 by Messrs. Hondt Lambert & Raphael Franco — In the Letter of the said Gentlemen they make a Demand upon us as Executors to the said Estate for Pag.s 6062 — 37 and desire Copy of Instructions from Us and You are desired to Require Due Payment with Int.st Demand According to the Statement of it with Interest &c. In Answer we are to inform You that we have delivered over to Mr.s Francis Lourdan at his Writing Request he being the Surviving Attorney or Executor to the Estate of those Gentlemen that had devolved upon us immediately on taking charge of Mr.s Gondlach's Estate and we have taking Mr.s Lourdan's Receipt for the same a Copy of which We shall Inclose You — Therein a Sum of Pag.s 5000. due by the Estate of Mr.s Gondlach to the aforementioned Gentlemen is Recorded on the Books of the Estate for Cruzados Old Currency and should the Estate turn out as well as we expect to Debts we have known but few of it will be discharged with other Debts of a Similar Kind

Soon

Soon after taking Charge of the Estate the Master was Sailing for Europe and as there was not sufficient Cash to pay off the Bonds and Bills of Exchange and Wishing a Trial to support the Credit of the Estate and do Justice to Messrs. Hondt Jacob and Raphael Francia Executors of Mr.s Gondlach pursuant to the Tenor of a Recent Letter from their Correspondence Mr. Lamprecht on Bond at four months Sight for 5000 Pags and Instructed to Make Sale and that Remittances be Drawn do together with the Balance of their Account Amounting to Pags 1062 — 37 which with Much trouble we collected from the Corr.l Merchants. The Diamonds were purchased and brought to the Register Office but before the Register was finally closed Mr. Paul Benfield as Attorney to Mr.s Francis Lourdan and the Surviving Consignee claimed the Right of Nomination for Mr.s Lourdan and the Same being Contested at Law the Case was Heard by Mutual Consent and Law with the Prosecution at Law the Case was Heard by Mutual Consent and Law with the Prosecution at Law the Case was Heard by Mutual Consent Submitted to the Award of the following Merchants of this place Viz.t Messrs. John Holland John De Frias and Moses De Castro who gave their Award in favor of Mr.s Benfield and which with the Approbation of the Hon.ble Governor and Register we took back our Diamonds and Sold them by Auction to Pay the Diamond Merchant to this place Mr.s Andrew Majendie to pay the Money we had borrowed and we Deliver'd the aforesaid Balance together with Interest since we had Collected from the Corr.l Merchants into the hands of Mr.s Francis Lourdan as appears by his Receipt

To this Transaction of a very Circumstance of which the World of this Part as Law and of which the Liberality must appear to the World of this Part as Law and of which the Liberality must appear to the World of this Part as Law and of which the Liberality must appear to

Please to dispose of this Petition as to you shall seem meet and agreeable to Law and Justice and to Equity and good Conscience and to Law in such cases and decide in like cases.

We have taken the liberty to state to the case at Law in this manner notwithstanding Views of preventing You from bringing the business before the Court of Law for that we most zealously and Explicitly wish to put an End to it as Justice due to You as a Gentleman before You positively order the Sheriff and Justices of Peace who have charge of Your Will to this business and to see they may not have suit You a Copy of Our Letter to them by the Master We transmit Herewith

Fort St. George
2d July 1776

We are with Esteem
Gentlemen
Your most Obt. Hble Servts
Geo. Pigot
Jno. McPherson
Stephen de Lauze

A true Copy
L. Lopham

B.

To Messrs. Jacob Moorhead Raphael Isaac
Gentlemen

Mr. Goodlad died the 2d Ultimo and by his Will we are Appointed his Executors and guarding his Estate and concerning Coral Consignment we found that he had received the following consignments Relative to them we found he had wrote You Letter under date 2d October 1772. a Copy of which we herewith send You being Short and the Ship Nassau under Dispatch we thought to Land and send to Mr. Goodlad to Remark You a full Memorandum for the Coral Sold According to the Account Rendered by You by Mr. Goodlad to Accomplish which we find no Money was remitted Wanted the Estate Shewing us Cash Received by Mr. Goodlad for and Due to support the Credit of his Estate and to make You full Satisfaction

Diamonds with Your own Money and got them Registered but the Attorneys of Mr. Francis Lourdan having Remonstrated and Asserted that they had a right to carry on their Concerns as they Pleased and take Charge of their Concern and we being Resolved of their right to with Pleasure Submitted to and Awarded so Mr. Lourdan Chiefly Conversant in our Concerns their Opinion was that Mr. Lourdan Case of the Living Consignment he was not in the Spirit when the Consignment was received by Mr. Goodlad he has a right to Resume the Business so to himself if the Executors of Law Suit and Litigation we were obliged to Establish their Agents Law Suit and Requisite we were obliged to Establish their Agents Related— The Estate of Mr. Goodlad is great by reason of Ill debts Mr. Lourdan Whose property the Estate does not owe Mr. Lourdan and may Represent that Mr. Lourdan Our Transactions and the Estate Suit which Mr. Moorhead may Represent we do not Your concern as the Executors Judges of Law Power as Executors

The following Cost are owing by the Estate

1 Chest G.F.N. Exported per Nassau
1 Do. F.F.N. Exported per Nassau

If the above two Cases should be Remitted to You by the Master Ship Nassau for the Best we can and we shall Endeavour that Mr. Lourdan should have the Consignment of the Business for we make no Doubt but Mr. Lourdan will do as much for Your Interest as Mr. Goodlad has done

We are Gentlemen
Your most Obt. Hble Servants
Geo. Pigot
Jno. McPherson
Stephen de Lauze

Fort St. George
the 1st Feby 1773
By Nassau

A true Copy
L. Lopham

Dr. Jacob Mosch and Raphael Franco in Account with the Estate of William Martin Goodlad Deceased — Cr.

1772 October	9th To Cash Mr. William Martin Goodlad has	5000	"	"
	To Cash in the hands of the Deamond Merchants	1062	11	57
	Pagodas	6062	11	57

1773 Jany.	27th By the Neat Amount Sale of the following Chests of Corral Vizt.			
	1 Chest No. 3 Marked MR as pr Account Sale Dated 19th July 1772	3009	8	32
	1 Do. No. 1 Do. MR as pr Do. 7th September 1772	3053	3	25
	Pagodas	6062	11	57

Dr. Jacob Mosch and Raphael Franco in Account with the Estate of William Martin Goodlad Deceased — Cr.

1773 October	12th To Diamond Purchased as pr Invoice	3099	31	40
	To Consolage on Chest Marked G.F. No. 9 Remaining Unsold M 23. 3. 48			
	Boat hire " 9 "	32	12	48
		3132	8	8
	By Ballance	2087	1	77
	Pagodas	5219	10	5

	By Cash in the hands of Deamond Merchant left by Mr. Goodlad & Collected by us	1062	11	57
Jany. 27th	By the Amount Sale of a Chest Marked F.F. No. 3642. 2. 38			
	Neat Sale of 3 bundles of Grossiss as belonging to the Same Chest 514. 31. 70	4156	34	28
	Pagodas	5219	10	5

Fort St. George the 30th November 1773

E. E. pr

NB. The Deamonds as above should Amount to Cr. Pagodas 3099. 31. 40. & Balance of the Account Current Pagodas 2087. 1. 77.

On the 6th February 1774 the above Deamond Money & the Chest of Corral No. 9 Marked G.F. M is delivered to Francis Lourdan Esqr. as pr his Receipt

A True Copy
J. Popham

(128)

D

To Messrs. Jacob Mocatta and Raphael Franco

Gentlemen

Mr. Francis Lourdan, One of Your Consignees Arrived here and has wrote Him a Letter, Copy of which we herein enclose for Your perusal, at the Receipt Whereof have agreed to Deliver to Him all Your Effects, in Our possession Since the Death of Mr. Goddard

This You will Receive by Mercury Packet which Arrived here Lastly from Bengal and will be dispatched immediately to day the Shortness of time does not permit us to write You fully but be Assured we propose doing so that by Pleasure by the January Ships

Fort St. George
the 29th October 1773

We are Gentlemen
Your Most Obedient
Humble Servants

P Mercury

A true Copy
J. Popham

E

To Messrs. Jacob Mocatta and Raphael Franco

Gentlemen

Enclosed is the Duplicate of Our Address to You, dated the 29th October Last, and a Duplicate Copy of Mr. Lourdan's Letter to us Concerning Your Business Thereto to Acquaint You that we have Delivered to Mr. Francis Lourdan the Amount of Money paid our hands and the Cloth &c. Goods as per Invoice herein Enclosed the Amount of 5000 Pagodas Which the Estate of Mr. Goddard owes You, we are sorry to Acquaint You Notwithstanding all our Care we think the Statement Inclosable to pay Half of the Book Debts, the present Statement of the Estate, so far as we have Settled

Settled we have by this Conveyance sent a Copy thereof to the Worshipful Mrs. Goddard in London

Fort St. George
the 2d February 1774

We are
Gentlemen
Your Most Obedient
Humble Servant

A true Copy
J. Popham

Filed 29th May 1787

The Separate Plea and Answer of Sir John Macpherson Baronet by his Attorney Sir Charles Oakeley Esquire to the Bill of Complaint of Jacob Franco Junior Francis Franco and Elias Lindo Junior Executors of Raphael Franco Late of London Merchant deceased and Partners of Jacob Franco Moses Franco and Raphael Franco by their Attorneys Thomas Pelling and Sabine De Fries

This Defendant by his said Attorney by Protestation Not confessing or Acknowledging all or any of the Matters and things in the Complainants said Bill of Complaint contained to be true in such manner and form as the same are therein and thereby Alledged for Plea unto the said Bill Says that he the Complainant for this Defendant ought not to be compelled to make any further or other Answer unto the said Bill of Complaint or to any of the Matters and things therein contained and hereby required to be Answered unto by this Defendant for Answer unto so much and such parts thereof as this Defendant is advised is Material or necessary for him to make Answer unto he this Defendant by his said Attorney Answering saith That the Late Parliament of Great Britain in the Reign of His Late Majesty King George the Second and in the Year of our Lord One thousand seven hundred and Forty four Enacted and Declared that all Persons who should be Absent from Great Britain on the Twenty fifth Day of March One thousand seven hundred and Forty four and should not return into Great Britain before the Twenty fifth Day of March One thousand seven hundred and Forty five should be Attainted of High Treason and should suffer Pains of Death Forfeitures and Losses as in Cases of High Treason and by the Authority of the said Act of Parliament this Defendant was Absent from Great Britain on the said Twenty fifth Day of March One thousand seven hundred and Forty four and hath not returned into Great Britain before the said Twenty fifth Day of March One thousand seven hundred and Forty five and this Defendant is advised and believes that by the Laws of this Realm he is not obliged to Answer the said Bill of Complaint and this Defendant doth plead the said Act of Parliament in Bar to the said Bill and all the Matters and things therein contained and this Defendant doth Aver that he is not obliged to Answer the said Bill of Complaint and prays Judgment if this Defendant ought to be compelled to make any further or other Answer thereto

(128)

D

To Messrs Jacob Mosch and Raphael Franco

Gentlemen

Mr Francis Lourdan, One of Your Correspondents Arrived here and hereunto Has a Letter, Copy of which We herewith enclose for Your perusal at the Receipt Thereof have agreed to Deliver to him all Your Effects in Our possession Since the Death of Mr Goodlad

This You will Receive by Mercury Packet which Arrived Yesterday from Bengal and will be dispatched Immediately to day the Shortness of Time does not permit us to write You fully but Be Assured we propose doing that by the January Ships

Fort St George
the 29th October 1773

We are Gentlemen
Your Most Obedient
Humble Servants

J Mercury—

A true Copy
J Popham

E

To Messrs Jacob Mosch and Raphael Franco

Gentlemen

Enclosed is the Duplicate of Our Address to You dated the 29th October Last and a Duplicate Copy of Mr Lourdans Letter Covering Your Business this to Acquaint You that we have delivered to Francis Lourdan the Amount of Money and our Bonds and the Goods Cora Cumsoldas & Receipt Thereunto Enclosed the Amount of 5000 Pagodas Which the Estate of Mr Goodlad owes You and Convey to Acquaint You Notwithstanding all our Care we think that the Statement now Enclosed half of the Book Debts the general Statement of this Estate to the 31st

Settled

Settled, one share by this Conveyance and a Copy thereof to the Honble Court

Goodladism London

We are
Gentlemen
Your Most Obedient
Humble Servant

Fort St George
the 2d February 1774

A true Copy
J Popham

Filed 29th May 1787

In the Supreme Court of Judicature at Madras

The Separate Plea and Answer of Sir Elijah Impey and Robert Chambers two of the Defendants to the Bill of Complaint of Charles Oakeley Esquire Sheriff of Calcutta Plaintiff and Jacob Franco Junior Franco and Raphael Franco Junior Executors of Raphael Franco Deceased Plaintiffs and Lewis Merchant Surviving Partner of the said Raphael Franco and Jacob Franco Deceased Plaintiffs by their Attorney Thomas Rolling and Isaac De Fries Defendants by their Attorney by Protestation

These Defendants Saving to themselves now and at all times hereafter all Benefit and Advantage of Exception to the many Errors Uncertainties and other Imperfections in the said Bill of Complaint contained for Plea unto so much and such parts thereof as these Defendants are advised is not Material or necessary for them to make Answer unto or Discover unto Plead and Answer and Say that these Defendants or either of them do not nor does not know or believe that the said Raphael Franco in the Bill of Complaint named was at the time of his Death or ever was Indebted to the Plaintiffs in the Bill of Complaint named in the Sum of Pagodas Five Thousand or any other Sum or Sums of Money whatsoever as in the said Bill of Complaint is Alledged and these Defendants

Bill of Complaint that the purport and intent thereof is to compell the Defendants to Pay out of their Individual Estates the Sum of Six Thousand and Sixty Pagodas Eleven fanams and Fifty Seven Cash being a Debt Supposed to have been Originally contracted by their Testator William Martin Goodlad and this Defendant saith that by the Laws of the Land no one shall be compelled to pay the Debts of another as his Executor out of his own Estate unless it shall appear that he has committed some Waste of such his Testator's Estate or has entered into some Promise or Agreement in Writing and subscribed the same with his proper Name and thereby Promised to pay the same out of his own Estate and because the said Complainants have not in their said Bill of Complaint Pretended to say that the Defendants have in any manner wasted the Estate of their said Testator or Promised in Writing under their hands to Pay his Debts this Defendant by his said Attorney doth plead such Law in Bar to their Present Suit as also the Act of Parliament Passed in the Twenty Sixth Year of King Charles the Second entitled an Act for the Prevention of Fraud and Perjuries whereby it is enacted that no Action shall be brought to Charge any Executor upon any Promise or Agreement to Answer Damages out of his own Estate unless the Agreement upon which such Action is brought or some Memorandum or Note thereof shall be in Writing Signed by the said Party to be charged therewith or some other Person by him Lawfully Authorised All which matters this Defendant by his said Attorney Doth Aver and Plead in Bar to the Complainants's said Bill and his Pretended Demand and humbly Prays the Judgment of this Honble Court whether he May make any further or other Answer thereto and that he may receive the full benefit thereof and this Defendant by his said Attorney in no wise Waving his said Plea but fully Relying thereupon for Answer to the Residue of the Complainants's said Bill of Complaint or unto so much thereof as this Defendant's said Attorney is Advised to Make Answer unto the said Attorney saith that the said Sir John Macpherson in his Instruction to His said Attorney hath not made any Mention of any Debt to the said Complainants and therefore this Defendant's said Attorney believes that the said Defendant is not indebted unto the Complainants in any Sum of Money

All which Matters and things this Defendant's said Attorney is ready to Aver and Prove as this Honble Court shall direct and Award and humbly Prays that the said John Macpherson may be hence dismissed with his reasonable Costs and Charges in this behalf Most wrongfully Sustained

Chas. Oakeley
Atty to Sir J. Macpherson

J. Popham
Attorney for Defendt

Sworn in Madras
this 28th day of May 1787

Before me
Geo. Lavage
Aldn

Filed the 23 Octr 1787

The Replication of Jacob Franco Junior Francis Franco and Elias Lindo Junior Executors of Raphael Franco late of London Merchant Surviving Partner of Jacob Franco Moses Franco and Raphael Franco late of London Merchant and Copartners by their Attorneys Thomas Pelling and John De Fries Complainants to the Joint and Several Plea and Answer of William Petrie and Antonio de Souza Defendants

These Repliants by their said Attorney Now and at all times Hereafter Saving and Reserving unto themselves all and all manner of Benefit and Advantage of Exception to the many Errors Insufficiencies and Imperfections in the said Joint and Several Plea and Answer contained for Replication thereunto say that their Bill of Complaint against the said Defendants and all and Singular the matters and things therein Contained are true Certain and Sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby set forth and alledged and that the said Joint and Several Plea and Answer is Very untrue Evasive and Insufficient in the Law And those Repliants say that they do maintain the Defendants do justly and truely Stand indebted unto them in manner and form set forth in their Bill of Complaint

Complaint in the said Bill and just sum of Six Thousand and Sixty two Pagodas Eleven Fanams and fifty seven Cash and Interest thereon, and their Action for the same is legally brought and grounded, to which the Defendants have demurred and Pleaded and Answered by the Defendants have made the same. And these Replicants take Issue with the Defendants upon their said Demurrer and Plea and Answer and Replication thereto, and say that the Defendants ought not to be admitted to Plead the said Plea and Answer, because they say that the Defendants for and concerning the Matters and Transactions in the said Bill of Complaint mentioned at the time when the said Suit was commenced, and that such Cause of Suit was existing within Six Years from the filing of the said Bill and serving the Summons thereupon, and these Replicants say that the Cause of the said Suit is for that the Defendants have not satisfied these Replicants and the Testator for and concerning the money and matters and transactions in the said Bill of Complaint and these Replicants do admit that the said Debts and this Part thereof Sum of Three hundred Sicca Rupees might have been Made and Demanded by their Attorneys John Maxwell Shore and James Hodges upon the said Defendants and they upon the said Defendants and the said John Macpherson and Barwell late John Macpherson Esq.re of the Sum of Six Thousand and Sixty two Pagodas Eleven Fanams and fifty seven Cash or some other Sum thereabout, some time or about the fifteenth day of December One Thousand Seven Hundred and Seventy three, And that the Defendants and the said Sir John Macpherson Might in the Manner and about the time by the Defendants set forth Address'd the said John Maxwell Shore and James Hodges in answer by the Defendants set forth Public Letter and other Matters made use of by way of Plea of the Statute of Limitations made in the Seventy first Year of the Reign of King James the first, are Insufficient to be pleaded, because the said Statute hath not any reference to the present Case, nor the Persons the parties mentioned to therein. And these Replicants further say that the Admit that the Prayer and Intent of the said Bill is to compell the said Defendants and the said John Macpherson to the payment of their respective individual Estate the Sum of Six Thousand and Sixty two Pagodas Eleven Fanams and fifty seven Cash, And the Replicants say that the Plea of the Statute of Frauds and perjuries equally ought not to be allowed as a Plea nor is the Reference to or Examination of the Matters of the said Answer

Present. Lord Bishop Sir Humble Court Must therefore these Replicants pray as in and by their said Bill they have already prayed. And the Defendants having filed their Answer unto the Defendants Answer say that the Defendants having filed their Answer unto the said Bill may be compelled to answer the said Bill of Complaint. And these Replicants say that the Letter Copy of which Marked C is annexed to these Replicants Bill may be read to the Secretary of the Governor and Council of Fort St. George whereby they the said Defendants did Request and Empower the said John Macpherson to Purchase Diamonds and Jewels to the Value of Six Thousand and Sixty two Pagodas Eleven Fanams and fifty seven Cash. Which Letter Copy these Replicants have ready to produce in Court. And these Replicants say that the Defendants have not made any Return of the same, by reason of which Neglect these Replicants ought to have an Action for the same, whereby the said Registry was rendered Actings and Doings of the Defendants, whereby the said Registry was rendered ineffectual. And the Consequence will be a Loss of the Property of the said Jacob Mosheed and Raphael Franco Pygmaziate and converted by the Defendants to their own use. And Consequently these Replicants ought to have a Decree According to the Prayer of their Bill. Notwithstanding the Pleadings and Arguments to be made by the Defendants to the Contrary. And these Replicants say that the Registry of Diamonds to be sent by the Right Honble. the Governor and Council of Fort St. George whereby they the said Defendants did Request and Empower the said John Macpherson to Purchase Diamonds and Jewels to the Value of Six Thousand and Sixty two Pagodas Eleven Fanams and fifty seven Cash or some other Sum thereabout, some time or about the fifteenth day of December One Thousand Seven Hundred and Seventy three, And that the Defendants and the said Sir John Macpherson Might in the Manner and about the time by the Defendants set forth Address'd the said John Maxwell Shore and James Hodges in answer by the Defendants set forth Public Letter and other Matters made use of by way of Plea of the Statute of Limitations made in the Seventy first Year of the Reign of King James the first, are Insufficient to be pleaded, because the said Statute hath not any reference to the present Case, nor the Persons the parties mentioned to therein. And these Replicants further say that the Admit that the Prayer and Intent of the said Bill is to compell the said Defendants and the said John Macpherson to the payment of their respective individual Estate the Sum of Six Thousand and Sixty two Pagodas Eleven Fanams and fifty seven Cash, And the Replicants say that the Plea of the Statute of Frauds and perjuries equally ought not to be allowed as a Plea nor is the Reference to or Examination of the Matters of the said Answer

Continued

Complaint in the full and just Sum of Six Thousand and Sixty two Pagodas Eleven Fanams and fifty Seven Cash, and Interest thereon, and their Action for the same is legally brought and founded, and with the Leave of the Court first had and obtained they the said Plaintiffs will prove upon the Defendants hereafter as this Honble Court shall direct and Award, and the said Plaintiffs will maintain, that they the said Plaintiffs had just Cause of Suit against the said Defendants for and concerning the Matters and Premises in the said Bill of Complaint mentioned at the Time the said Bill was exhibited and Suit was commenced, and that such just Cause of Suit was arising within Six Years from the filing of the said Bill and serving the Summons thereupon, and the said Plaintiffs say that the Cause of the said Suit is for that the Defendants have not satisfied the said Plaintiffs and the Testator for and concerning the Accounts and Matters and Premises in the said Bill of Complaint set forth, and the said Plaintiffs do admit that the said Defendants and their Partners or Some of them in their Lives time might have Made a Demand by their Attorneys John Maxwell Esqr and Samuel Hodgson upon the said Defendants and also upon Sir John Macpherson and Patrick John Macpherson Esq.rs of the Sum of Six Thousand and Sixty two Pagodas Eleven Fanams and fifty seven Cash for or on account of their Share and Proportion of the Profits of the Trade carried on by the said Defendants and the said Sir John Macpherson and Patrick John Macpherson Esq.rs or about the fifteenth day of December One Thousand Seven Hundred and Seventy three, And that the Defendants and the said Sir John Macpherson might in the Manner and about the Time by the Defendants set forth Address the said John Maxwell, Samuel and James Hodgson and by the Defendants set forth, which demand the Defendants and the said Sir John Macpherson refused to comply with, and the said Plaintiffs say that by way of Plea to the Statute of Limitations made and the twenty first Year of the Reign of King James the first, and every impropriety pleaded, they the said Plaintiffs shall not and ought not to be compelled to answer the Premises, nor the Defendants, nor any of the parties interested therein, And the said Plaintiffs further say that the said Plaintiffs ought to be admitted to prove that the said Defendants and the said Sir John Macpherson and Patrick John Macpherson Esq.rs or some of them have received and got into their Hands and Possession the Sum of Six Thousand and Sixty two Pagodas Eleven Fanams and fifty seven Cash, And the said Plaintiffs say that the Statutes of Frauds and Perjuries ought not to be pleaded to the said Bill, nor the Defendants to be compelled to answer the same, because the said Plaintiffs say that the Matters and Things charged in the said Bill of Complaint to be done and transacted by the said Defendants and the said Sir John Macpherson and Patrick John Macpherson Esq.rs or some of them, were done and transacted in the East Indies, and

Complaint in the full and just Sum of Six Thousand and Sixty two Pagodas Eleven Fanams and fifty Seven Cash, and Interest for the same Debt legally brought and founded, notwithstanding the various and dilatory Pleas and Answers by the Defendants here made the same: And these Replicants do Will Maintain, that they these Replicants had just Cause of Suit against the Defendants for and concerning the Matters and Things in the said Complaint mentioned at the Time the said Suit was commenced, And that such just Cause of Suit was existing within Six Years from the filing of their said Bill and Serving the Summons thereupon, And these Replicants say that the Cause of the said Suit is for that the Defendants have and detained from these Replicants and the Testator for and concerning the Money and Matters and Things in the said Bill set forth, and these Replicants do admit that the said Defendants and they their Partners or Some of them did in their Life time, or since Made a Demand by their Attorneys John Maxwell Stone and Samuel Hodgson upon the said Defendants and also upon Sir John Macpherson Baronet late John Macpherson Esq.r of the Sum of Six Thousand and Sixty Three Pagodas Eleven Fanams and fifty seven Cash or some other Sum thereabout, Some time or about the fifteenth Day of December One Thousand Seven Hundred and Seventy three, And that the Defendants and the said Sir John Macpherson Might in the Manner and about the Time by the Defendants for the Purpose Address'd the said John Maxwell Stone and Samuel Hodgson and by the Defendants set forth, which Matter and other Matters made a Way of Pleas the Statutes of Limitations made and the twenty first Year of the Reign of King James the first are very improperly pleaded because said Statute hath not any Reference to the present Suit nor the Causes of the parties interested therein. And these Replicants further say that Admit that the pretended Claim and Demand of the said Bill set forth and these Replicants do admit that the said Defendants and the said John Macpherson in payment of their respective and individual Estate the Sum of Six Thousand and Sixty Pagodas Fanams and fifty seven Cash, And that Replicants say that they Executors of Law and pretended equally pleaded because the Cause and Reference or Connexion with the Matters of the said Bill

pursuant to the said Bill before this Honble Court And therefore these Replicants pray as in and by the said Bill they have prayed, And these Replicants having taken Notice of the Defendants Answer say that the Defendants having in their said Answer admitted by Letter Copy of which is Marked C.o 1 Annexed to these Replicants Bill, were duly Received by the Secretary of the Governor and Council of Fort St George, whereby they the said Defendants did Request and Consign these Replicants Bales of Diamonds and Jewels to the Value of Six Thousand and Sixty two Pagodas Eleven Fanams and fifty Seven Cash to Messrs Jacob Moreby and Raphael Lyance, in full Return for two Chests of Coral Beads, these Replicants doubt, but that these Replicants ought to have an Action for the same, by Reason of the Subsequent Actings and doings of the Defendants, whereby the said Registry was rendered ineffectual, And the Consignment with Advice, And the property of the said Jacob Moreby and Raphael Lyance appropriated and consumed by the Defendants to their own use, and Consequently these Replicants brought to have a Decree According to the prayer of this Bill, Notwithstanding the pleadings and Arguments advanced by the Defendants to the Contrary, And these Replicants say that the Registry of Diamonds begot by the said Sept.r Nassau in January 1773 and Two Hundred and Seventy three was Actually closed at the time of the Receipt of the said Bales of Diamonds, And that the same could not be withdrawn from the said Registry And that the Defendants did withdraw the same from the said Registry And that the Defendants cannot have been ignorant thereof when they Ordered that the said Bales of Diamonds should be Consigned to the said Jacob Moreby and Raphael Lyance, And that the Defendants did Register and Consign the said Bales of Diamonds and other Articles, and to a very large Amount and Value subsequent to the Registry of the said Diamonds, And these Replicants say that they could have withdrawn the said Diamonds, And these Replicants say that they could have withdrawn the said Diamonds, And these Replicants say that they could have withdrawn

Commenced an Action against these Replicants for the Redelivery of the said
Diamonds or the Value thereof after they had come to their possession which these
Replicants say they might in that Case have done with Legal Justification upon the
Grounds they now dispute the Recountrit Ud and say that they Replicants for the
Value of the said Pulver of Diamonds which the said Jacob Mourd and Raphael
Francs by their Means were prevented from receiving, And these Replicants say
that the Considerations upon which the Defendants and the said Peter Mary
Iverson did Register the said Pulver of Diamonds in the Name of the said Jacob
Mourd and Raphael Francs was sufficient in the Law to preclude the Defend
from every right of property in the said Diamonds, which they were bound in
Law and Conscience to do their Utmost to forward into the Actual possession of the
said Jacob Mourd and Raphael Francs by continuing the Same on the Register
Because it Appears by the Defendants Acknowledgement in their Answer
that the two Certificates of Coral in full Return for which the said Pulver of Diamonds
Was Registered were not truly sold by William Martin Goodlad in his Lifetime
but that he had wrote to the said Jacob Mourd and Raphael Francs informing
them thereof and at the same time promised to make Returns for the
Same in the January following, But the said William Martin Goodlad
died in the interim, without making any Return or Returns for them
Coral and it further Appears that the Defendants did therefore undertake
to do that for the Deceased, which he had been by death prevented from
himself and which the Defendants Acknowledge they were induced to do
the following Considerations, their belief of there being sufficient Property in
the said William Martin Goodlad Debts, their Desire as far as in their
lay to save the Credit of their Deceased friend among his friends and
Relations in Europe and to testify their Attention and punctuality to
board they had taken upon themselves and moreover a Desire thereby
Obtaining the future Consignments of the said Jacob Mourd and Raphael
Francs, And these Replicants in order to shew how far their Undertaking
the Defendants were Correspondent with those of the said William Martin

Martin Goodlad in his Lifetime prayed to Answer a Copy of Letter from the said
William Martin Goodlad to the said Jacob Mourd and Raphael Francs Dated the
second day of October One Thousand Seven Hundred and Seventy two about four
Months preceding the Registry of the Diamonds made by the Defendants in
their Account, which they pray may be Admitted as part of this their Replication
Marked No 1. Wherein the said Deceased Doth declare and undertake in the
following Express words to make Returns for the said two Certificates of Coral to the
at any Sale You may depend upon having full Returns in January and these
Replicants do maintain that the Defendants have made themselves Responsible
before set forth, and by such Undertakings on their parts are legal bindings
and Obligatory, And the Defendants do themselves admit that the Diamonds
Were purchased and brought to the Register Office but pretend that before the
Register was finally closed Mr Paul Benfield as Attorney to Mr Francis
Lourdan the Surviving Consignee claimed the Right of Remittance and
that the Surviving Consignee claimed Law, And therefore the Defendants say
that they proceeded to Arbitration and submitted the
Dispute to Mr Benfield And that thereupon the Defendants took back their
Lucky Right was agreed by mutual Consent to Arbitration and submitted
Same in favor of Mr Benfield And that thereupon the Defendants say that the Defen
Diamonds and sold the said Coral whereby the said
dants could not legally take back the said Diamonds, which the Defendants
Shewing were carried to the Register Office And Registered as the property of the
said Jacob Mourd and Raphael Francs, And the Defendants say that by
Reasons being the Undertakings of the said Paul Benfield by no means will
Grounds and the said Jacob Mourd and Raphael Francs ought to have been
to have been Approved of the Returns for their Coral, And these Replicants do maintain
Fair that the Defendants were actually and fully Empowered by the Registry of
the said Diamonds by the said Defendants and consequently ought to have
Debt or Estate, because the same Considerations which Originally induced the
Defendants to grant those Diamonds and Records of the said Jacob Mourd
and Raphael Francs and to Register them under their Names and the property
Were fully granting all the Terms of the said Undertakings

Seventhly the Diamonds, and were not in any sense Allowed, or were they Questioned or doubted of, but on the Contrary, the Consideration upon which the Diamonds became the property of the said Jacob Mosely and Raphael Franco Was fully Admitted by all parties, that the Right of transmitting and the Property to them was the only object of dispute, and the property in the said Diamonds was unequivocally Allowed to be the property of the said Jacob Mosely and Raphael Franco, they were Actually Demanded by the said Paul Benfield as such, were not Claimed by, but were under a Identity of Ribbons being contended for between the said Paul Benfield and the Defendants Not as the property of either, but who should transmit them to the said Jacob Mosely and Raphael Franco as their just and lawfull property, And these Replicants say that the said Reference did not strengthen the Claim of the Replicants, rather than invalidate it, as being a Confirmation of that Right which the said Jacob Mosely and Raphael Franco, had in a necessary other just Grounds previously Acquired therein, And these Replicants say that the Defendants could not Assert the Right of arranging the said Remittance under any other idea, than that of the same being the property of the said Jacob Mosely and Raphael Franco, as it would have been needless to have Asserted that Question, if the Defendants Regarded the Diamonds to be their property Which these Replicants say they did not as to be Regarded the same being Granted in the Names of the said Jacob Mosely and Raphael Franco, And that Replicants say it was not Necessary for the purposes of completing their Right of property therein that the said Diamonds should have been Actually out of the property of the Defendants, Although the Defendants themselves do not Admit that they were out of their Possession, as to be brought to the Registry Because the Registering them as the property of the said Jacob Mosely and Raphael Franco, did lay upon them the Burthen of rendering the said Registry Effectual, and they could not legally do any Act to which they could be Assisted to, which the Defendants had in that Manner formally Consented Desiring to be Admitted that the said Jacob Mosely and Raphael Franco,

by which a Change of property took place, which it was not in the power of the Defendants again to revoke, And these Replicants pray to observe that if the Defendants were of Opinion that their Letter to the Secretary did not Clay any Obligation upon them to perform the Conditions therein implied by effectually Completing the said Remittance, they would not have allowed to annull the same by an Application to withdraw the Registry, And for doing of which they have shewn no Cause which is equivalent to the Consideration upon which the Registry was made, nor any which can justly by them for having done so: And these Replicants say that the Defendants Conduct in the whole of the transaction, hath been very Mysterious, and do not appear with that Openness and Candour which Equity requires to direct the Judgment to ascertain & determine how the said Franco, it Appears by their Letter to the said Jacob Mosely and Raphael Franco under the date of the first Day of February One Thousand Seven hundred and Seventy three, that the Defendants do therein inform them, that the Opinions of Counsel to whom they had referred the Right of carrying over the Charges of their Agents to whom they had referred the Right of carrying over the Charges of their Agents to whom they had referred the Right of carrying over the Charges of their Agents

Committing the Diamonds, and were not in any Sense Allowed, nor were they
Questioned or Doubted of, but on the Contrary, the Consideration upon which the
Diamonds became the property of the said Jacob Mosely and Raphael Franco
Was so fully Admitted by all parties, that the Right of transmitting and the
Property to them was the Only object of Enquiry, and the property in the said
Diamonds was Unequivocally Allowed to be the property of the said Jacob Mosely
and Raphael Franco, they were Actually Demanded by the said Paul
Benfield as such, were not Claimed Debts, but were under a Identity of their
so being, contended for between the said Paul Benfield and the Defendants
Not as the property of either, but who should transmit them to the said Jacob
Mosely and Raphael Franco as their just and lawfull property, And these
Replicants say that the said Recovery Roll and Exchange the Claim of the
Replicants, rather than be invalidated is as being a Conservation of that Right
Which the said Jacob Mosely and Raphael Franco had so many other
just Grounds previously Acquired thereto, And these Replicants say that the
Defendants could not Deem the Right of managing the said Remittance
under any other idea, than that of the same being the property of the said Jacob
Mosely and Raphael Franco, as it would have been Needless to have Deemed
that Question, if the Defendants Regarded the Diamonds to be their property
Which these Replicants say they did not as to be given the Law being Expounded
in the Names of the said Jacob Mosely and Raphael Franco, And the Replicants
say it was not Necessary for the purposes of Completing their Right of property
thereto that the said Diamonds should have been Actually out of the possession
of the Defendants, Although the Defendants themselves do so far Admit that
they were out of their Possession as to be brought to the Registry Because the
Registering them as the property of the said Jacob Mosely and Raphael
Franco, did lay upon them the burthen of tendering the said Registry
Effectual and they could not Legally do any Act which could defeat
that Right, which the Defendants had in that Manner formally Recorded
Wishing to be Credited in the said Jacob Mosely and Raphael Franco

by which a Change of property took place, which it was not in the power of the
Defendants against to revoke, And these Replicants pray to be observed that if the
Defendants were of Opinion that their Letter to the Secretary did not lay any
Obligation upon them to perform the Conditions thereby implied by effectually
Completing the said Remittance, they would not have attempted to annull
the same by an Application to withdraw the Registry, And for doing so which
they have shewn no Cause which is equivalent to the Consideration upon which
the Registry was made for any which can justify them for having done it And
these Replicants say that the Defendants Conduct in the whole of the transaction
has been very Mysterious, and did not appear with that Openness and Candour
requisite to deliver the Judgment to ascertain and determine whether and
it Appeared by their Letter to the said Jacob Mosely and Raphael Franco under
their date of the 21st day of February One Thousand Seven hundred and Seventy
three, that the Defendants did thereby inform them, that their Opinion was that
they had Deemed the Right of managing the Charge of their
said Jacob Mosely and Raphael Franco Concerns, were that that Right was
in Mr Saunders alone absent, nor was the Defendants did thereafter
take upon themselves the Management of their Concerns, by selling a Chest of
Coral Beads Marked F.F. and purchasing Diamonds on their Account and
finally by opening Accounts Current between them and Jacob Mosely and Raph
ael Franco and themselves as Executors, under the Title of the Estate of William
Marsted Goodlad Deceased, which last Account they expressly Objected to those Proceedings,
by which they say they were guided and by which Account and Account
to the Defendants Answer marked C. it Appears that the Defendants claimed
over to the said Francis Saunders Cash and Diamonds to a Considerable Amount
which Circumstances of these Replicants believe that the
Defendants were not Uniformly Abiding by the Opinion they had Delivered to
and which they in Consequence of said Withdrawing the Order of Diamonds from
the Registry were advised to Rule of Action for Regard Whether standing they did
Which they were entitled to demand for Regard thereafter Replicants
Afterwards do

therefore say that there is strong reason to presume that there is some
Motive unexplained by the Defendants for wishing the said Parcel
Diamonds, after they had become the property of the said Jacob Mendez
Raphael France upon such valuable and legal Consideration and Assign-
=ged to be so in the most public and formal manner, the Deed whereof
=ing and upon Record in full Force, Notwithstanding the Attempts which
the Defendants have made to render it ineffectual, And these Replicants
that the said Diamonds having in the manner and upon the Consider-
=ations aforesaid become the property of the said Jacob Mendez and Raphael France
Purchased with their own Money as the Defendants do in part Acknowledge
Defendants could not legally oppose the Claim for the purpose of recovering
same to their own use, Because these Replicants do maintain and are ready
that the Defendants Letter to the Secretary or Company whereby the said
Diamonds were Registered as the property of the said Jacob Mendez
France, in full Return for the two Cards of Certificate and Acceptance and
=taking out their respective Licenses for the Credit of the said Martin
Gordlad Deceased and upon such Consideration was good
and Obligatory in the Law, and whereof the Defendants could not
Evade themselves, but by suffering the said Diamonds to be
of the said Jacob Mendez and Raphael France, And the Defendants could
be discharged from this undertaking in pursuance by the said Regulations
Satisfactioned, and which were established by the Defendants towards that
=faction of suffering the same, and procuring and causing the same to be
into the possession of the said Jacob Mendez and Raphael France, and
and quiet possession of the Defendants Wherefore they are Prepared
Replicants. And these Replicants say that the Rules of Regulating Diamonds
=ed by the East India Company are Impressed and under Official Notice for
=tion to do and Act, But that the Regulating Power is a fundamental Law
indispensable Act within the Limits of the Company's Charter and

to take out Board Diamonds purchased and Duties thereof Legally become
forfeited to the Company, the said Registry therefore was indispensable to secure
the property in the said Diamonds to the said Jacob Mendez and Raphael France,
and to prevent the forfeiture of Non Registry, these would have become,
Wherefore these Replicants have not Committed any Breach of the Laws,
but upon the true Construction of the Laws which are markedly pointed out
the Redress these Replicants are entitled to, These Replicants say that the Pay-
=ments of the Defendants upon the Laws of Survivorship ought to be by Lights do
Revolve to the Survivors and the Conclusions Reasonable thereof and ought
in consequence to be Subject matter before this Honble Court, there
being any analogy between the situation of these Francis Jacob and
that of these Replicants as Executors of the Surviving Partners, to whom the Regu-
=al property and Rights of Action did by Law and the Customs of Merchants
and Replicants do deny that they are Actuated by any spirit
of litigiousness in commencing the present Suit against the Defendants for that
the said Jacob Mendez and Raphael France in commencing their Suit
=cise but that of Natural Justice and a desire of recovering their Just Rights,
The Defendants Answer was in consequence of their commencing their said Action against
Attorneys Manoug Edward in behalf of the said Francis Jacob and the Court
the said Jacob Mendez and Raphael France and this Honble Court and the Court
of Appeals, Wherefore these Replicants did pray that the Defendants Answer
Plea and Action against these Replicants might be dismissed with Costs
=cery Lights these Replicants do pray that the said Regulations
of Right and Justice these Replicants and Raphael France by their Attorneys
the said Jacob Mendez and Raphael France and
Solicitors Messrs Hodges against the said Francis Jacob
and respective Agents the Defendants may be decreed and ordered
Which is upon the same Grounds declared and

Farewell

Present before the Hon.ble Court against the said Defendants, And the
Replicants say that they have had any thing to do with the Administra-
tion of the said William Martin Goodlad's Estate, Because the same hath
been fully paid and Administered as far as Estate to the Due and
said Jacob Moreland Raphael Franco for the Sum of Six Thousand
and Sixty two Pagodas Eleven Fanams and fifty seven Cash, the real
Sales of two Chests of Coral Beads the property of the said Jacob Moreland
Raphael Franco sold by the Deceased William Martin Goodlad in
his first Time, the full Amount whereof the Defendants do Undertake to
engage to pay to these Replicants in the manner by them set forth and
these so if they have been Released and prevented from bringing their
According to the Course of this Honble Court by the Defendants fully
pleaded by any Subsequent Act of the Defendants, they the said Defend-
they the said Defendants are Responsible and their private Estate and
for so much of Assets as Executors, Heads duly Administered of the Defendant
fully effected and given for, they cannot now be allowed to Insist upon
back to that Character for the purpose of making these Replicants Credi-
of the Estate of William Martin Goodlad for a Debt and part after the said
them shall be brought in manner by Law required and fully discharged

And these Replicants say that they have set forth their Claim upon the
have set forth their Claim upon the Defendants in that Clear and
encabled Light as not to have any Doubt of the Justice thereof and that the
for the same needless for them to Offer Doubt of the Justice thereof and that the
evasive and illegal to Secure into a further Refutation of the same
to enumerate their grounded pleadings which the Defendants have
of Law to answer and not to Insist that Responsible by have in their every
and Equity to answer upon themselves

All
Willing to abide by the matters and things these Replicants are ready and
Most Humbly pray Maintained and prayed as this Hon.ble Court shall Direct
Already Prayed

Rep.d Dec.d
Rep.d Rep.ts

To Messrs Jacob Moreland & Raphael Franco

Gentlemen

I have the Pleasure to Acknowledge the Receipt of Your
Letters of the 8th December 1771 January 1772 and 10th February of the same
Year together with the following Cheeks of Coral

MR. No. 1. imported per Nottingham
GF
M No. 2. imported per Ditto
MR. No. 3. imported per Duke of Albany
F.F. No. 1. imported per Nassau

of these Cheeks the first and third have been disposed of
and I have the Satisfaction to inform You that the Account Sales I have rendered the
best for Your Interest Business, and I hope every Conduct will Ensure You a
Approbation. The other two Cheeks I remain on hand but You may be assured
that I will use my utmost endeavours to dispose of them to advantage and to
Your Interest You the Manner by the earliest Opportunity

The Nottingham is daily expected from Bengal to the
South of England where I get the Diamonds cleared, and the Manifest Price
Regency is thought they will fall 10 p.Cent by the January Dispatch Coral
is always sold at Home. Hence the first and Reason I observe by the Account
Sales that the Quantities Net Equal to remove about the Diamonds of the first
mentioned You Request to offer at Reasonable Rates I will make You the Returns at
any Sale You may Repose Confidence in Me Hence and Reason having fall Returns and Remittances
shall Make that Quantity Equal Proportionable to the Value and Rates for You
I will Consider and Demand and Get Which shall Endeavour
Fames considered I have made good Sales Your Observations with Regard to the Nassau Cheeks and
Superior Quality of Your Coral Have proved Good with Regard to the Nassau Cheeks and

and I believe You will find by my Account Sales that You have had judicious Use of Your Disposable Cash the Two Last remitting are not to equal Quality with the Rest sold

I do wish to keep Your Money in my hands on the Cautionary, You will find me ready to embrace every Opportunity of making the Returns but should the money remain longer in my hands than Twelve Months after Payment I will allow You the Interest of 5 ℔ Cent ℔ Annum

My Station will not allow me to do this without Security being given and therefore I cannot but otherwise I would not, for the Loss lately sustained by me of us from People whom we Regarded in a Triple Connection becoming Bankrupts is sufficient Inducement to observe the Advantageous Agreeable to Your desire to leave a short detail of India Affairs

Pleasure to acquaint You that all Remains Every where in Peace & Tranquility that there is no Appearance of Trouble The Duke of Albany Captain Brown was last at the Mouth of Bengal River all the other Ships have arrived here except the Princess of Wales

Since writing the Year that is thought the Nottingham cannot be dispatched before December Mr Lowndes have for some Months removed to Masulipatam Your Consignment the full Amount Value and Proceeds to bear that Amount credited to Your Appointment this being the Second full Remain

Gentlemen

Your Most Obedient Humble Servant
H: B. Goodlad

Fort St George
6 October 1772
Hawkes Bayntun Cary
Thomas Hunt Lowndes

Fort William 6th Febry 1788

The Rejoinder of Sir John Macpherson Baronet late John Macpherson Esquire One of the Members of the Supreme Council of Bengal and formerly of Fort Saint George William Petrie of Fort Saint George aforesaid Esquire and Antonio de Sequeira Madras Merchant to the Replication of Jacob France Junior Francis France and Elias Lindo Junior Executors of Raphael France late of London Merchant Surviving Partners of Jacob France Moses France and Raphael France late of London Merchants and Copartners by their Attorney Thomas Pelling and Lebonde Fines

The Defendant Now and at all times hereafter saving to themselves all Manner of Benefit and Advantage of Exception to the manifold Insufficiencies and Uncertainties of the said Replication and Complainants for Rejoinder thereunto say that the Defendants said Plea and Answer are true certain and sufficient in the Law to be replied unto and the same by the said Defendants is ready to aver and maintain as they have already said and the same further say as to and by the said Answer they have already said and the same by the said Answer

Whatsoever and as the said Replicants to the said Plea by the said Defendants in their Answer thirdly pray Judgment thereof and that the said Defendants to be answered and maintain that the said Plea by the said Statute of Limitations is not sufficiently pleaded to bar the Complainants Bill for that the Bill is brought for a certain Sum of Money due upon Bond and not for Merchandize Accounts and also for that the said Defendants have since the Bond became due and payable acknowledged to have been indebted to the Complainants for the Money in the said Bond mentioned and for Interest for the same and also for that the said Defendants have since the said Bond became due and payable promised to pay the Money in the said Bond mentioned and the Interest for the same to the Complainants and for that the said Defendants have since the said Bond became due and payable paid Interest for the Money in the said Bond mentioned to the Complainants which said several Promises Acknowledgments and Payments of Interest are not denied by the said Defendants in their said Answer but admitted by them and for that the said Defendants have since the said Bond became due and payable been sued and prosecuted by the Complainants for the Money in the said Bond mentioned and for Interest for the same in the Court of Chancery in Ireland and have appeared to and defended the said Suit there

or friendship and no legal Consideration and the Deed of Sale but the Vendee shall hold the Thing sold by such Deed of Sale to the Exclusion of the Original Vendor and besides it cannot be considered that any Legal Consideration did move from the Person who is to receive the Benefit of the Contract and in this Case from the Complainant which is expressly contrary to the said And therefore the said Replicants calling the matters of the Second Defendants intending to make the said Pretended Legal Consideration, namely of Paying upon and Performance of the Dissolution & Winding of the Partnership Defendants to pay a large Sum of Money out of their own proper Debts And the Defendants for further Rejoinder say that the Replicants Pretended produced Copy of the Letter Annexed to their Replication is not a true Copy of the Letter which the Defendants received from the Complainants and that the Defendants are ready to Admit and the Replicants Must on the hearing Gladly Admit that it was his Intention to have discharged the Bond by a Solemn Deed executed under his Hand and Seal as was the Intention of the Original Vendor and besides it cannot be considered that any Legal Consideration did move from the Person who is to receive the Benefit of the Contract and in this Case from the Complainant which is expressly contrary to the said And therefore the said Replicants calling the matters of the Second Defendants intending to make the said Pretended Legal Consideration, namely of Paying upon and Performance of the Dissolution & Winding up

fact and Law and has to the Informal Proceeding it is unnecessary
therefore Appear that the said Replicants had a Property therein because they
were not Parties to the Writing or concerning thereto and because the
Defendants might for aught Appeared to the contrary have Directed the
Replicants to sell the Wares and these Defendants Account and the Bills so
might have been executed in that manner the Registering thing merely
intended to save the forfeiture and the name of the Consignee always ra-
ther as the Will of the Person who has registered and these Defendants fur-
ther say that these Defendants having quite known the Registry without
shewing any Cause must at least prove that no Cause was necessary to be
shewn and that neither they themselves nor the Secretary to whom they made
Application conceived their shewing any Cause was necessary but that Appli-
cation was complied with as of Course And these Defendants for further Rejoin-
der say that it is not true that there conduct has been in any manner Mysterious
but they do aver and will maintain that the whole of their Conduct in the
Transaction and Question has been fair Candid Honorable and Liberal in
every Respect and in proof thereof these Defendants say that some Months
Liberal and Honorable previous they first intended to make the Remit-
to the Complainants and did accordingly that Account the Clerks of Cards Marked
F.F. and they should probably have executed their good Offices for the
Defendant had they not been prevented in the manner above stated by
the Complainants own Legal Representative who Legislature thereby
left their Right of Action for the Complainants Arbitrators and Defend-
ants Against them and to their determination Submitting Ourselves
address their intended Remittance and handed over what remained in
their hands to the Complainants said Legal Representative who
thereupon Discharged in full for Himself and their Principals the
whole Transaction and they humbly submit to this Honble Court
Whether in this their Appears any Variation or Evasion or any
thing to be objected thereto to the Charge of having conducted themselves

Mysteriously And these Defendants for further Rejoinder say that they
Absolutely Deny that the said Diamonds or any part thereof was purchased
with the Money of the said Complainants but the Principal part of the
Money was Advanced by the said Antonio De Souza to whom it was
afterwards returned and the Remainder Advanced out of the Estate of
these Defendants Testator which has been also returned and the Credited
and Account for in their Account to Recording this Honble Court and
these Defendants also deny that they ever Quitted Possession of the said
Diamonds or that their Letter to the Secretary was in any respect Intended
Taking from the said Complainants but simply an Intimation
that such was their Intention and as for their Consideration so offered
Spoken of by the Replicants these Defendants say that the same
were not Legal or Valuable that in every Contract there must be Quid
pro quo "something given with for some thing received otherwise it
is Nudum Pactum and not binding and these Defendants
for further Rejoinder say that they admit that the Regis-
tering Diamonds is not necessary to be taken before
their being Shipped as an Entry in the Books of the Customs
is necessary previous to Goods being exported from Great Britain but
no one can conceive that such Entry and nothing more can immedia-
tely Change the Property of the Goods entered and as these Persons
to whom they were to be consigned Claim from or the Value of them from
these Defendants they are advised that they are therefore bound by Law and
Equity to account for the same and these Defendants do therefore humbly submit
whether all the Pleas and Reasoning of the Replicants in Mitigation or Excuse
of their personal Default in not performing the Principle either by Law or Reason
Law than is true and these Defendants for further Rejoinder say that they are advised
and these Defendants do Insist that the Declaration of Law
that the Doctrine of Survivorship in Personal Property is the
same

same, and that therefore no Action does or can lie at Law whatever between Joint Consignees and Joint Partners, but whenever in any Thing [illegible] =rial Loss or more are intrusted the same Always goes to the Survivor and not the Executor and therefore they are Advised that the Arguments Made Use of by them in their Answer in this Respect are well Fill= =ounded in Conclusive for so much as to the Subject And the said Defendant for further Rejoinder say that as the present Suit is mainly for =ght to compel the said Defendants to Pay a large Sum of Money for Which Debts not pretended they were Sued and Valued the Estate and =cumbered to be Liquidated Upon the strictest Principles of Law it is common and the Replicants Request any Indulgence from these Defendants to enable them to prosecute their Suit to Effect And they do aver and maintain that the Replic= are by no means entitled to have these Defendants they confound for Reasons that the Hearing because the Suit in which they were taken was and between Merchant Parties agreeably to what is expressed in Parcels abridgment so that the said and therefore these Defendants do humbly pray and insist that the said Ex= =ibits may by no means be Admitted as Evidence in the present Suit And these Defendants for further Rejoinder say that the said Replicants by the Meanwhile recover their Property and the legal and Regular Channel in which Law and Reason Points out they certainly have to do with the Repli= =sentatives of the said William Martin Goddard and will therefore Crave as they have fully made it Appear that they have not done any act Whatever that can Debar them from the Relief they Pray

Wherefore and for divers other Defects in the said Answer and Rejoinder appearing the said Defendants Pray as in their said Bill they have already Prayed

J. Topham
Attorney for Defendants

Interrogatories to be Administered to the Witnesses on the Part and behalf of the Complainants in a certain Cause Depending and at Issue in the Court of the Mayor Court at Madraspatan and therein Between Jacob Moseley and Reynold Franco of London Merchants by their Attorney Solomon Maxwell of Standard Lane Hodges of Fort St. George Esquires are Complainants and Francis Fondaun of Fort St. George Esqr Defendant

To all which Witnesses the said Complainants and Defendant in the said Cause do Desire to know what the said Witnesses or any of them Can Depose Touching or any of the Interrogatories Named or any of them Where and when they Declare

To
Mr William Petre
Mr John McPherson
and
Mr Antonio de Souza

Whether you was not the Ship Nassau under Dispatches for Europe Cadiz the Proceedings in this Cause Mannor or about the time that Vanegrowed to the said William Martin Goddard Esqr Did Governor Pigott by Letters Received Pulses Diamonds by the said Ship Nassau Consigned to the Complainants in this Cause of the Value to the Amount of Sa Thousand Pagodas Eleven Fanams and Fifty Seven Cash or any other and what Amount Value or Amount the Pulses Diamonds mentioned in the said Letter to have been Return for Two Cases of Coral Beads sold by the said William Martin Goddard and which have now in Dispute in this Cause Who Did Governor Pigott Purchase the said Pulses Diamonds with Money or Property of the Deceased to the said Estate of the said William Martin Goddard or How otherwise Did or did not Mr Paul Benfield or Attorney to the Defendant in this Cause after You Had Applied to have the said Pulses Diamonds Remitted Consigned Right of Remittance or taking Charge and the Manging thereof

of the said Complainant and about the Consignments in Question and any other for and on Account of the said Defendant as Surviving Consignee, And did the said Paul Benfield threaten that he will take Execution and have Case You Dispatched against the said Rulers of Diamonds if You Answer and the Matter of Right to Claim and Consequences of the said Application and Order or otherwise and have Reference to the Arbitration or Decision of John Call Moses de Castro and John De Fries of Fort St. George Merchants Conversant in Business of that Nature or how otherwise If So, Did and Do the said Arbitrators or Referees Decide the said Affair in favor of the said Paul Benfield as Attorney to the said Defendant as Surviving Consignee or otherwise and how, And did or did not the said Arbitrators or Referees agree in Opinion in the Decision of the said Affair that Your Executors of the said Martin Gordah had a Right to Require of the said Paul Benfield that he should be Vested with a Special Power for the Management of the said Affair for Consignment or the said Remittance. Did You or did You not in Conjunction of the said Decision of the said Arbitrators or Referees Apply for and Obtain the said Rulers of Diamonds which ought to have been Registered for and on Account of the said Complainants as aforesaid If Yea, in what manner and Accordingly If Yea Did or did not the said Paul Benfield Call upon and Bring for ward Depending the said Defendant as aforesaid Demand the said Rulers Diamonds If Yea, Did You or did You not Offer to Deliver the same to the said Paul Benfield and did give a Receipt for Four thousand Pagodas or any other and what Sum of Money or and any other and Further or Conditions? Did or did not the said Paul Benfield Object to Deliver the same proposed by You for the Delivery of the said Rulers Diamonds If Yea Did You or did You not Offer to Deliver the same Diamonds Agreeable to the Tenor of the Bill and Answer and Every Part Thereof to which You Refer Your Selves fully and Particularly Declare

Dilla 4th for Case the said Paul Benfield as Acting for and Representing the said Defendant in Surviving Consignee as aforesaid and not Interfering in the said Affair of the said Rulers of Diamonds would You or would You not have Answered Your Case Dispatched the said Complainants by the said Hon.ble Major Scott Order did You or did You not Withdraw and Withhold Your Dispute of the said Rulers of Diamonds from the said Complainants and the said Paul Benfield Interfering and Claiming on behalf of the said Defendant and the Reference and Decision in Consequence thereof. Shew before these Matters fully and Particularly Declare

5th Do You know or can You say any thing or have You heard or can You Set any thing touching the Matters in Question and the Cause that may tend to the Benefit or Advantage of the Complainants If Yea, Declare the same as You know have been informed or do believe together with the Reasons or Grounds of such Your Belief fully as if You had been thereunto particularly Interrogated

John Sykes
Attorney for the Complt.

Major Scott / Madan Impleaded

Between Jacob Sherbanes Royal and Francis Lewis Merchants by their Attorney Thomas Maxwell Stevens and James Hodges of St. Thomas St. George Esquires Complainants and Francis Fourdanis of St. Thomas St. George Esqr. Defendant

Bill Filed the 4th of December 1780

Decision of this Cause by and before the Hon.ble Major Scott Judge Ordinary of this Court the 13th Day of March 1781

Mr. William Penn of Madras Inhabitant Aged 32 Years being Produced as a Witness

Witnesses in this Cause on the Part of the Complainants were on the 29th Day of April 1771 Exam-
-ined at the Office of Mr Charles Bromley who is Attorney for the Defendant by Commission
My Servant who also left him a Note of the Name Title and place of abode of the said Depo-
-nent and afterwards on the same Day being Sworn and Examined Deposeth as follows

1st ..... To the first Interrogatory this Deponent saith He that he is not personally
Acquainted with the Complainants in this Cause he only knows them by
Name but the Defendant Francis Saunders in this Cause
and that he is a Man Between Thirteen or fourteen Years Old more
Saith not to this Interrogatory

2 ..... To the second Interrogatory this Deponent saith He that the Right Honble
under Dispatches for Europe about the time of the Decease of Mr William
Martin Lord Ladies The Proceedings in this Cause more or less about
-ing this Deponent proved this Will and Mr William Martin Lord Ladies
This Deponent does Recollect that an Application was made by the Execu-
-tors of the said Mr William Martin Lord Ladies to Register a Pulse of Diamonds
about that time but this Deponent cannot say how long since that this Deponent does not
whether Letters was to be granted by the Magistrates the Amount of the said Pulse
that this Deponent cannot Answer to the Nature of the said Letters the Corre-
spondence was carried on by Mr Delonza that this Deponent believes the
the Executors did Purchase the said Pulse of Diamonds with Money
Property for Belonging to the said Estate of the said William Martin
Lord Ladies and that to the best of this Deponents Recollection Mr Paul
Bousfield as Attorney to the Defendant in this Cause did after the said
Executors had applied to have the said Pulse of Diamonds Register'd
Cancel the right of Remittance so taking charge and Managing the Affairs
and Concerns of the said Complainants about the Consignment and
Purchase for and on Account of the said Defendant as Surviving Consignee
that this Deponent does not Recollect that the said Paul Bousfield
Threatened the said Executors with a Prosecution and Law if they Dispos-
-ed of the said Pulse of Diamonds that the said Matter of Right did

in Consequence of the said Application was Referred to the Arbitration and
or Decision of John Holland Moses De Castro and John Dickinson Esqrs
of George Moreland as Persons Conversant and Business of that Nature
but this Deponent does not Remember what Award was given by the
said Arbitrators nor this Deponent does not Remember at this Distance of
time that the said Arbitrators or Persons did give an Opinion in the Decision
of the said Affair that the Executors of the said William Martin Lord Ladies had
a Right to Require of the said Paul Bousfield that he should be Made with
a Special Power for the Management of the said Affairs of the said Consig-
-nment or the said Remittance but this Deponent does recollect that there
was an Application made by the said Paul Bousfield to Withdraw the said Pulse of Diamonds
but cannot Recollect for what Reason and this Deponent believes the said
Application was not Complied with and this Deponent further
Saith not to this Interrogatory

3 ..... To the third Interrogatory this Deponent saith He that he is not
Acquainted with the Complainants in this Cause he only knows them by
Name but the Defendant Francis Saunders in this Cause
and that he is a Man Between Thirteen or fourteen Years Old more
Saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith He that the said
Paul Bousfield as Attorney for and Representing the said Defendant in the
giving Consignees for and had at sundry times offered the said Affairs of the
said Pulse of Diamonds the said Executors would have sent the said
Pulse of Diamonds to the said Complainants by some Ship that should
Digna Island Ship that will Withdraw and Deliver Diamonds
of Diamonds for any other Reason and this Deponent
Recollects

recollects to have the said Paul Benfield's Letter of Attorney and Claim on behalf of the Defendants — But cannot recollect to this or the last Interrogatory —

F. Welch
Exam.d

Mayor's Court } Between Jacob Moreland Raphael
Madras } Francis of London Merchants by their Attorney
John Maxwell Stone and James Hodges of
St George Esquires Complainants and
Francis Lourdan of Fort St George Esq.r Defendant

On the Part of the Complainants

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

Mr John McPherson of Madras Inhabitant Aged 32 Years being duly
a Witness in this Cause on the Part of the Complainants was on the 3.d Day of February
Signified at the Office of Mr Charles Brumley who is Attorney for the Defendant by
a Banyan Servant who also left with a Note of the Name Title and Place of Abode of his
Deponent and afterwards on the day following being Sworn and Examined Deposeth
as follows viz.t

1st ..... To the first Interrogatory this Deponent saith, that he does not know the
Complainants in this Cause but that he did to his Knowledge employ their Attorneys John
Maxwell Stone and James Hodges, and that he has for the Space of Eighteen
Years, and that he did also know the Defendant Francis Lourdan in this
Cause and that he has known him likewise Eighteen Years — And
More to this Interrogatory

2d ..... To the second Interrogatory this Deponent saith that he was Once sent with a Letter
by Mr William Martin Gordon soon after his Death Mr Debruzy gave
to this Deponent and Mr Petrus as they were Attorneys to the said Mr
William Martin Gordon that they should make a Remittance to the Com-
plainants in this Cause as the said Mr William Martin Gordon had
been

been Chief of the Agents for the said Complainants in the Coral Concerns for
the Settling & Bringing up the Credits of the Estate And their Deponent further
believes with a View of obtaining the future Concerns, but there was not
Ready Money left by the Estate, and the Sums specified in the Interrogato-
ries was borrowed by their Deponent and the other two Attornies upon
their own Credit, when they were going to Register the Disagreeable to
Purchase Mr Benfield as Attorney for Mr Lourdan the Defendant
in this Cause put in his Claim which he prevented them from by the said Attornies
Making the Remittance at their own Risque. The Matter was then
Agreed by Mutual Consent to the Award of the Gentlemen mentioned
in the Interrogatories, And the Award was such, That they the said
Attornies did not make the Remittance and the Diamonds were sent
Home at their & their Deponent knows Mr Debruzy being the Reason
Why — And more to this Interrogatory

John McPherson
Attorney — And more to this or the other Interrogatories

F. Welch
Exam.d

Mayor's Court } Between Jacob Moreland Raphael
Madras } Francis of London Merchants by their Attornies
John Maxwell Stone and James Hodges of
St George Esquires Complainants and
Francis Lourdan of Fort St George Esq.r Defendant

On the Part of the Complainants

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

Mr Antonio De Souza of Madras Merchant Aged 42 Years or there-
abouts being Produced as a Witness on the Part of the Complainants
was on the 28.th Day of July 1777 Signified at the Office of Mr Charles Brumley who

is Attorney for the Defendant by Cundaja Shiny Servant to who also to[illegible]
of the Name Title and Place of Abode of the said Deponent and after[illegible]
Same Day being Sworn and Examined Deposeth as follows viz

1st ..... To the First Interrogatory this Deponent saith that this Deponent
Acquainted with the Complainants in this Cause but that this Depo
has Correspondent with the said Complainants as Executors of Mr
William Martin Gordlad since the Year One Thousand Seven Hundr
and Seventy two That this Deponent doth know the Defendant
Francis Lourdan in this Cause and that he is to this Deponent
about Eighteen Years Old and is not to this Interrogatory

2nd ..... To the Second Interrogatory this Deponent saith that the Rubies in
Deposited for Exportation about the time of the Decease of Mr William Martin
Gordlad in the Proceedings in this Cause Named and after about the time that
this Deponent proved this the said William Martin Gordlad's Will that this
Deponent did Apply to the Secretary of the President and Council of Fort
George by Letter to Register a Bulse of Diamonds Shipped by the said Ships Right
Consigned to the Complainants in this Cause of the Value of the Sum of
Six Thousand and Sixty Two Pagodas Eleven Fanams and fifty three Cash
that the said Bulse of Diamonds was accordingly Entered in this Deponents Cash
Letter Book in full Return for two Chests of Coral Beads Sold by the said
Martin Gordlad and which was Entered in Question in this Cause that being
Made and Sworn by which the Diamonds were Registered but in Each the
Greatest part of the Amount of that Bulse was the Property of this Depone
that this Deponent did not purchase the said Bulse of Diamonds with
Money or Property belonging to the Estate of the said William Martin Gordl
but for the Sake of the said William Martin Gordlad's Credit this Deponent
Purchased the said Bulse of Diamonds partly with his own Money and
Credit with a Balance which was Received from the Estate Merchandize and
Ready Money left by the said William Martin Gordlad Deceased
that Time there would be a Sufficiency to Answer all Demands
Estate and this Deponent Supposing he would be Sufficiently Secured

Sold and made Use of this Mode of Recovering up the Debt of his Deceased Friend
and that Mr Paul Benfield an Attorney for the Defendant in this Cause did
assert this Deponent that Application to have the said Bulse of Diamonds Registe
ered Claim the Right of Remittance undertaking Charge and Managing the Affairs
or Concerns of the said Complainants about the Consignment in Question
for and on Account of the said Defendant as Surviving Consignee and that the
said Paul Benfield did threaten this Deponent with a Prosecution at Law
in Case this Deponent Disposed of the said Bulse of Diamonds and that
the said Matter of Right to Claim in Consequence of the said Application and
Threat this Deponent Disposed of the said Bulse of Diamonds to Joshua Holland Esqr Dep
Secretary to the Arbitrators for Decision of John Holland Esqr Dep
Cashier and John De Fries Esqr Chief of Fort George Merchants as Persons Conversant
in Business of that Nature and that the said Arbitrators Reference did give the
Opinion and Decision of the said Affair that this Deponent as Executor of the
said William Martin Gordlad had a Right to Require of the said Paul Benfield
that he should be Credited with a Special Power for the Management of the said
Remittance that this Deponent might Apply for Leave to Withdraw the said Bulse of Diamonds which had been
Registered for and on Account of the said Complainants and that
the same was Granted Accordingly and that the said Paul Benfield as Attorney
for and Representing the said Defendant as aforesaid did Demand the said
Bulse of Diamonds and that this Deponent did Offer to Deliver the same to
him as the said Paul Benfield would pay this Deponent his own Money
for the Same of Four Thousand Pagodas or thereabouts which was this Deponents
own Property Invested as aforesaid that the said Paul Benfield did Assent to
comply with the same proposed by this Deponent for the Delivery of the said
Bulse of Diamonds to him that this Deponent did Receive of the said Bulse
of Diamonds for the pay Sum and Money the same in order to the Account of
the

ie Attorney for the Defendant by Cundajah his Swan Servant who also testifies & Notes
of the Name Title and Place of Abode of the said Deponent and afterwards on the
same Day being Sworn and Examined Deponeth as follows viz.

1st ..... To the First Interrogatory this Deponent saith, that he is not personally
Acquainted with the Complainant in this Cause, but that this Deponent
has Correspondent with the said Complainant as Executor of Mrs
William Martin Gordlad since the Year One Thousand Seven Hundred
and Seventy two. That this Deponent doth not know the Defendant
Francis Lourdan in this Cause and that he did also not know him
about Eighteen Years Ago as mentioned in the 1st to this Interrogatory

2d ..... To the 2nd Interrogatory this Deponent saith, that the Ship he was Commander of
Departed for Europe to or about the Time of the Decease of Mrs William Martin
Gordlad in the Proceedings in this Cause Named and to or about the time that
this Deponent sailed the said William Martin Gordlad did, that this
Deponent did Apply to the Secretary of the President and Council of Fort
George by Letter to Register a Bulse of Diamonds to be by the said Ship
Consigned to the Complainant in this Cause, that the Value to the Amount
Six Thousand and Sixty Two Pagodas Eleven Fanams and Fifty two Cash
that the said Bulse of Diamonds was mentioned in this Deponents said
Letter to be in full Return for two Chests of Coral Beads Sold by the said
Martin Gordlad and which are known in Question in this Cause that along
with Bill and Invoice by which the Diamonds were Registered but in Gold
great part of the Amount of that Bulse was the property of this Deponent
that this Deponent did not purchase the said Bulse of Diamonds with
Money or Property belonging to the Estate of the said William Martin Gordlad
but for the sake of the said William Martin Gordlad's Credit this Deponent
Purchased the said Bulse of Diamonds partly with his own Money and
Cost with a Balance which was Run from the Estate Merchandize and there
Ready Money left by the said William Martin Gordlad Estate but
that Sum there would be a Sufficiency to Answer all Demands
Estate and this Deponent supposing he would be Sufficiently

he had made Look this Mode of Keeping up the Credit of his Deceased Friend
and that Mr Paul Benfield an Attorney to the Defendant in this Cause did
after this Deponent had Applied to have the said Bulse of Diamonds Registe-
red Claim the Right of Remittance or taking Charge and Managing the Affairs
or Concerns of the said Complainant about the Consignment in Question
for and on Account of the said Defendant as Surviving Consignee and that the
said Paul Benfield did threaten this Deponent with a Prosecution at Law
in this Cause this Deponent Dispatched the said Bulse of Diamonds, and that
the said Matter of Right or Claim in Consequence of the said Application and
Threat was Referred to the Arbitration or Decision of John Holland Stone De
Castro and John De Fries Esqrs the said Gentlemen Merchants and Persons Conversant
in Business of that Nature and that the said Arbitration Referred the said
Question in the Decision of the said Arbitrators that this Deponent as Executor of the
said William Martin Gordlad had a Right to Require of the said Paul Benfield
that he should be Vested with a Special Power for the Management of the said
Remittance or taking Charge and Managing the Affairs of the said Consignment
and that the said Paul Benfield as Attorney for and Representing the said Defendant as aforesaid did Direct and
Bulse of Diamonds and that this Deponent did Offer to Deliver the same to
him the said Paul Benfield would pay this Deponent Five Thousand Pagodas
for the Same of Four Thousand Pagodas or thereabouts which was this Deponents
own Property invested as aforesaid that the said Paul Benfield did Refuse to
comply with this Terms proposed by this Deponent for the Delivery of the said
Bulse of Diamonds to him, that this Deponent did Keep possession of the said Bulse
of Diamonds for to pay himself as aforesaid the Remainder to the Account of
this